



निविदा पूछताछ
TENDER ENQUIRY

[एकल निविदा]
[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
Certified - ISO 9001: 2008 for Shipbuilding Division
GST ID : 27AAACM8029J1ZA

निविदा सं./Tender No	1200003138	विभाग/Department	EY COMMERCIAL
क्रय अधिकारी/Purchase Exec.	Nitin Binak	क्रय अधिकारी/Purchase Exec.	Nitin Binak
सेवा में/To		दूरभाष सं./Telephone No	23762617
		फैक्स सं./Fax No	23741386
		ई-मेल/E-Mail	nbinak@mazdock.com
दूरभाष सं./Telephone		निविदा सं./Tender No	1200003138
फैक्स सं./Fax		निविदा तिथि/ Tender Date	18.01.2024
ई-मेल/E-Mail		निविदा बंद की तिथि/Tender Closing Date	16.02.2024
		निविदा बंद होने का समय/Tender Closing Time	12:00:00
		आरएफक्यू सं./RFQ No	2050002933

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		16.02.2024,15:00:00
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		5.00 %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:- PROCUREMENT OF TORPEDO FUNCTIONAL-INTERFACE SIMULATORS (TFSI)

माझगांव डॉक शिपबिल्डर्स लिमिटेड (एमडीएल) प्रतिष्ठित आपूर्तिकर्ताओं से निम्न हेतु, प्रतियोगितात्मक एकल बोली प्रणाली में बोली आमंत्रित करती है।

Mazagon Dock Shipbuilders Limited (MDL) invites Competitive - Bid from reputed suppliers for the following in **SINGLE BID** system.

क्र.सं. SL.No.	सामग्री / सेवा विवरण Material / Service Details	मात्रा / इकाई Quantity / unit	आपूर्ति तिथि Delivery Date
00010	सामग्री सं./ Material Number :- 350000000000073473 Torpedo Functional-Interface Simulator सामग्री वर्णन/Material Description :1.Torpedo Functional-Interface Simulator (TFSi), functionally similar to TONA 2. Technical Manuals for Torpedo Functional Interface Simulator	1 SET	13.02.2025

क्र सं. SL.No.	सामग्री / सेवा विवरण Material / Service Details	मात्रा / इकाई Quantity / unit	आपूर्ति तिथि Delivery Date
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3. One Set of Spare Parts

00020	Training-Theory and Practical Training Service Description :Training-Theory and Practical Training Course in English incl. Training Time Table, Syllabus and Handouts. - Duration : 5 working days; - Participant : 10 Qualified Trainees - Place : Mumbai, india	1 Activity unit	13.02.2025
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The Line item 00020 covers the following services

000000001	सेवा सं./Service Number :- 3000891 संक्षिप्त वर्णन/Short Description :- Training-Theory and Practical Training	1 Activity unit	
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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

PART- A
TENDER NO 1200003138
PROCUREMENT OF TORPEDO FUNCTIONAL INTERFACE SIMULATORS (TFSi)

TENDER ENQUIRY FORM (TEF)

1.	INTRODUCTION:	<table border="1" style="width: 100%;"> <tr> <td style="width: 40%;">Tender number</td> <td>1200003138</td> </tr> <tr> <td>Tender Description</td> <td>PROCUREMENT OF TORPEDO FUNCTIONAL INTERFACE SIMULATORS (TFSi)</td> </tr> <tr> <td>Yard / SM and Project</td> <td>11874-7-01</td> </tr> <tr> <td>Type of tender</td> <td>Single Tender on M/s Atlas Elektronik GmbH</td> </tr> <tr> <td>Type of Bid</td> <td>Single Bid</td> </tr> <tr> <td>EMD</td> <td>Not applicable</td> </tr> </table>	Tender number	1200003138	Tender Description	PROCUREMENT OF TORPEDO FUNCTIONAL INTERFACE SIMULATORS (TFSi)	Yard / SM and Project	11874-7-01	Type of tender	Single Tender on M/s Atlas Elektronik GmbH	Type of Bid	Single Bid	EMD	Not applicable						
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2.	SUBMISSION OF OFFER THROUGH	Offer be submitted on MDL's NIC website https://eprocuremdl.nic.in using valid DSC which must be mapped for MDLs procurement site.																		
3.	MODIFICATIONS TO THE BIDS (NOT ALLOWED)	Vendor shall thoroughly check their offer before submission. Offer once submitted will be considered as final and no modification shall be accepted after tender closing.																		
4.	DESCRIPTION OF SUPPLIES:	<p>Bidder shall comply with following:</p> <p>a) Scope of work / supply at Enclosure-01.</p>																		
5.	VALIDITY PERIOD:	180 Days from the tender closing date																		
6.	INTEGRITY PACT	<p>The Integrity Pact essentially envisages the agreement between prospective vendors/bidders and MDL committing the person/officials of both the parties not to exercise any corrupt influence on any aspect of the contract. only those vendors/bidders who enter into such an integrity pact with the MDL would be competent to participate in the bid.</p> <p>(i) The Bidder must accept and sign the "Integrity Pact" attached as Enclosure-19. Each and every page of Integrity pact must be ink signed by bidder. Scanned copy to be uploaded along with offer. Original ink signed integrity pact must reach MDL within 7days from the date of tender opening.</p> <p>(ii) Details of Independent External Monitor (IEMs) are as below: Mr. P V Rao, Email id: pasupuletirao@yahoo.co.in</p> <p>(iii) IEM may be contacted for issues related to Integrity Pact (IP). For any other administrative enquiries and clarification on tender, bidders may contact Commercial Dealing Executive."</p>																		
7.	DOCUMENTS TO BE SUBMITTED ALONG WITH OFFER	<p>Single bid offer shall include following documents dully filled, signed and stamped:</p> <table border="1" style="width: 100%;"> <thead> <tr> <th style="width: 10%;">Sr. No.</th> <th style="width: 60%;">Description</th> <th style="width: 30%;">Enclosure No.</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">i.</td> <td>Duly signed Scope of material supply as token of acceptance</td> <td style="text-align: center;">1</td> </tr> <tr> <td style="text-align: center;">ii.</td> <td>PRICES (Rate Sheet) for items quoted strictly in the prescribed format</td> <td style="text-align: center;">2</td> </tr> <tr> <td style="text-align: center;">iii.</td> <td>TEF acceptance form</td> <td style="text-align: center;">3</td> </tr> <tr> <td style="text-align: center;">iv.</td> <td>GCC acceptance form</td> <td style="text-align: center;">4</td> </tr> <tr> <td style="text-align: center;">v.</td> <td>Deviation Sheet</td> <td style="text-align: center;">7</td> </tr> </tbody> </table>	Sr. No.	Description	Enclosure No.	i.	Duly signed Scope of material supply as token of acceptance	1	ii.	PRICES (Rate Sheet) for items quoted strictly in the prescribed format	2	iii.	TEF acceptance form	3	iv.	GCC acceptance form	4	v.	Deviation Sheet	7
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PROCUREMENT OF TORPEDO FUNCTIONAL INTERFACE SIMULATORS (TFSi)

		vi.	Extract of Official Secret Act (duly signed as token of acceptance)	10					
		vii.	Integrity Pact	12					
		viii.	Land Border sharing Compliance format	13					
8.	BID REJECTION CRITERIA:	<p>Bidders are required to furnish following details / clarification / documents along with their offer. In case these are not received along with the offer than bidders have to submit such documents / clarification within the duration / date stipulated by MDL, failing which their bids shall be rejected in following cases:</p> <p>i) Bidders not submitting Integrity Pact(IP). ii) Bidders submitting integrity pact with deviation in MDL format, subject to approval of deviation by MDL. iii) In case of e-tenders, the original of the uploaded copy of Integrity Pact if not received within specified period by MDL in the tender. iv) High seas sales / Sales in transit. v) Non-submission of Compliance Certificate w.r.t Land Border Clause as per Enclosure-13. (Order (Public Procurement No.4) dtd 23 Feb 2023 on Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017, as elaborated at enclosure 24)</p>							
9.	DELIVERY PERIOD / COMPLETION SCHEDULE:	<p>(i) Time is the essence of the supplies. Material must be delivered as per the following schedule.</p> <table border="1" style="margin-left: 40px;"> <thead> <tr> <th>Boat Nomenclature</th> <th>Delivery date (CIP)</th> </tr> </thead> <tbody> <tr> <td>11874</td> <td>365 days / 1 year from order placement</td> </tr> </tbody> </table> <p>(ii) Bidder is requested to confirm acceptance of above delivery schedule in the offer. (iii) In case, any of the items can be supplied earlier than above mentioned delivery date, then the bidder must identify such items and specify early date of delivery or indicate lead time (from placement of order) for such items. Please note that End-user certificate will be provided within 2-3 weeks after receipt of written request from the Supplier post ordering. (iv) Supplier to submit documentary evidence by e-mail for CIP delivery after items delivered on Seaport/Airport of destination. (v) If there is delay in delivery of item, MDL reserve the right to advice the supplier to deliver the item through Air freight with the ordered CIP price with no additional cost to MDL. In such case, it shall be mandatory for the firm to deliver the item through Air Freight with the ordered CIP price with no additional cost to MDL.</p>				Boat Nomenclature	Delivery date (CIP)	11874	365 days / 1 year from order placement
Boat Nomenclature	Delivery date (CIP)								
11874	365 days / 1 year from order placement								
10.	PRICING:	<p>(a) For Foreign Bidder: Bidder shall quote the prices of all items listed in the price sheet format of the tender enquiry, inclusive of packing on the CIP basis only. The prices quoted shall remain firm and fixed during the currency of the order/contract unless agreed otherwise by MDL. Needless to state that the delivery terms by way of high sea sales / sale in transit are not acceptable. (b) In case of dispatch of ordered material through air freight, details of the freight forwarder will be intimated separately. Mode of Despatch by Air shall be only after PRIOR written approval / Instructions of MDL. IMPORTANT NOTE: MDL desires that prices in the rate sheet formats as per Enclosure-3 are submitted by the bidder(s) before the tender closing date & time. In the event of inability to make any of these offers, the bidder / vendor is requested to indicate a reasonable date by which such offer(s) can be submitted and adhere to it and or state reasons for the same.</p>							

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11.	PAYMENT TERMS	<p><u>For Payment through SWIFT:</u></p> <p>100 % Payment will be made through SWIFT. Suppliers should essentially furnish their clear & timely acceptance of the order within 10 days of placement of order. Supplier to forward Ready for Shipment (RFS) Certificate at least 45 days before latest date of shipment i.e. CIP delivery date including all relevant details like Invoice, Packing list, latest date of shipment, bank details, weight & dimensions of consignment. Part payment for part supply will be allowed i.e. payment for supply and service separately.</p> <p>a) Payment for supply will be released within 25-30 days on after the delivery of items, receipt inspection at MDL Stores by MDL QA-EY & SOT/IN and submission of below following documents:</p> <p>i. Set of Original + 2 Copies of signed Invoice showing item wise prices as per the order.</p> <p>ii. Set of Original + 2 Copies of signed Packing List clearly showing list of items packed with weight.</p> <p>iii. Set of Original + 2 Copies Clean on Board Bill of Lading OR Air Way Bill made in the name of MDL's Bank and Marked as freight paid with consignee as MDL.</p> <p>iv. Set of Original + 2 Copies of COC endorsed by Supplier-QC as per prescribed format enclosed.</p> <p>v. Original + 2 Copies of Certificate of Country of Origin.</p> <p>vi. Original + 2 Copies of Warranty Certificate in prescribed format.</p> <p>vii. Original + 2 copies of Performance Bank Guarantee as per MDL prescribed format.</p> <p>xi. Certificate issued by supplier confirming that the shipping instructions have been followed by them while packing & shipment.</p> <p>xii. Certificate endorsed by Bailee appointed by Supplier confirming that shock indicators, Tilt indicators are intact and not triggered at CIP delivery in case of consignment requiring shock indicators, Tilt indicators. or Certificate issued by Supplier confirming that shock, tilt indicators are not required.</p> <p>xiii. Certificate issued by the supplier confirming that the relevant details have been forwarded to MDL for insurance soon after shipment.</p> <p>xiv. All the shipping documents should clearly indicate the Purchaser's Order number, Letter of Credit No, IEC code 0388070412, Airway Bill / Bill of Lading Number and the All the technical documents should at least indicate Purchaser's Order number in addition to other details for co-relation as relevant to each supply and IMPORT UNDER NON-NEGATIVE LIST OF FOREIGN TRADE POLICY 2015-2020.</p> <p>b) For service, firm shall submit work completion certificate duly endorsed by MDL executive of rank not less than Chief Manager</p> <p>i. Original + 2 Copies of signed Invoice showing item wise prices as per the order.</p> <p>ii. Training Completion Certificate signed by IN/MDL and M/s.Atlas.</p> <p>Note-</p> <p>A. Kindly raise invoice as per name & address mentioned in the purchase order.</p> <p>B. Kindly indicate item sr no, HSN code</p>
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12.	WARRANTY	<p>The bidder shall warrant that the items supplied under the order, shall be free from all defects related to design, manufacturing or performance deficiencies and is consistent with established and generally accepted standards for such supplies, in full conformity with the specifications / drawings. Bidder shall provide the warranty of 12 months on the item from the date of delivery. The date of Bill of Lading / AOW will be considered as the date of delivery for warranty purpose.</p> <p>If within the above mentioned period, the items supplied in the opinion of MDL is found to be defective in workmanship and/or due to faulty materials, MDL shall have the right to advise you to rectify / replace in whole or in part, such defective portion at your expenses and to the entire satisfaction of MDL</p>
13.	PERFORMANCE SECURITY (PS) (PERFORMANCE BANK GUARANTEE CUM SECURITY DEPOSIT)	<ol style="list-style-type: none"> i. To ensure due performance of the contract, Performance Security (PS) {Performance Bank Guarantee (PBG) cum Security Deposit (SD)} is to be submitted by seller. Performance security shall be for an amount of 5 % of the value of the contract (excluding taxes & duties). ii. Performance security may be furnished in the form of NEFT / Demand Draft / Pay order / Bank Guarantee / Insurance Security Bond / e-Bank Guarantee in favour of Mazagon Dock Shipbuilders Limited, Mumbai from the list of Banks approved by SBI / Canara Bank published on MDL website. iii. The performance security should be in the same currency as the contract and must conform to Uniform Rules for Demand Guarantees (URDG 758) - an international convention regulating international securities. iv. In cases where the supplier / contractor has not submitted the PS and already commenced supply / services, Performance security shall be held from other bills, if any. In such case, interest shall be recovered for the period starting from 26th day of transmission / notification of order/contract by any mode and amount involved at the rate of interest EUROBOR/LIBOR plus 2%. v. Performance Security is to be furnished within 25 days after notification of the award of contract and it should remain valid for a period of 60 (sixty) days beyond the date of completion of all contractual obligations of the supplier, including warranty obligations. vi. The performance security will be forfeited and credited to MDL's account in the event of a breach of contract by the contractor. It shall be refunded to the 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. vii. Additional value and extension shall be sought by way of amendment. viii. In case of failure to submit performance security by the supplier within 25 days of transmission / notification of order by any mode, MDL reserves the right to cancel the order and invoke the risk purchase clause. ix. In case delivery / completion is likely to be delayed, Supplier shall extend validity of performance security till the completion of delivery. Interest shall be levied for delay in submission of amended Performance Security BG after expiry of original Performance Security BG.
14.	DEVIATIONS	<p>It will be our endeavour to receive bidder's complete offer with acceptance of all the Terms of this tender enquiry without deviations on or before the tender due date & time. Acceptance Formats of TEF and GCC as per Enclosure- 04 & 05 contained herein should be properly filled, signed and returned by the bidder along with bid. The bidder also hereby confirms acceptance & compliance to the Scope of Supply (Enclosure-1) and all other Enclosures attached herewith.</p> <p>The bidder hereby further confirms that only those deviations which could not be avoided at the time of submission of the offer, have been recorded on a Prescribed format of Deviation sheet (as per Enclosure-09 attached herewith) indicating all</p>

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		relevant details such as Number & description of the Clause, Reasons for Deviation and suggested alternative(s) and submitted in the offer and only these deviations thus recorded and submitted need to be considered by MDL for evaluation of the bid. Bidder (s) to also note that deviations taken by them, if any, but not appearing or listed in the Deviation sheet WILL NOT BE CONSIDERED BY MDL.
15.	CONSIGNEE:	<p>The Supplier/Vendor shall arrange dispatch of good by appropriate transport mode as per the order and consign the same to:</p> <p>Consignee Address: MAZAGON DOCK SHIPBUILDERS LIMITED, Dock Yard Road, Mumbai –India 400 010. Phone: 022-23763651/52 Contact Person: Officer in Charge (East Yard – Stores)</p> <p>An advance copy of invoices, packing list along with other relevant documents shall be forwarded by the supplier to the purchaser sufficiently in advance to enable clearance of cargo within allowed demurrage free days to avoid demurrage. In case of door delivery orders, the supplier shall categorically direct the transporter to deliver the ordered items without insisting for consignee copy of the Lorry Receipt.</p>
16.	INSPECTION:	<ol style="list-style-type: none"> i. Certificate of Supplier-QC i.e. (Certificate of conformity) & calibration certificate, if applicable to be provided with delivery. ii. Periodic preservation procedure and de-preservation procedure to be provided along with details of shelf life & to be provided with delivery, if applicable. iii. Technical data sheet to be provided with delivery. iv. Details of software/ firmware version used in spare (wherever applicable, and also it should be same as latest version used on P-75 platform. If not same to be updated by supplier whenever need arises). v. Receipt Inspection will be carried out by IN reps along with MDL QA at MDL's Stores. Visual inspection will be undertaken generally without resorting to opening sealed / hermetic packing unless essentially needed.
17.	LIQUIDATED DAMAGES	<ol style="list-style-type: none"> i. 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. All tender enquiries should contain clause for liquidated damages. ii. If the contractor fails to deliver any or all of the Goods or fails to perform the incidental Works/ Services (e.g. installation, commissioning or operator training) within the time frame(s) incorporated in the contract, MDL shall, without prejudice to other rights and remedies available to MDL under the contract, deduct from the contract price, as agreed liquidated damages, but not as a penalty, a sum equivalent to the 0.5% percent of the delivered price of the delayed Goods and/ or incidental Works/ Services for each week of delay or part thereof until actual delivery or performance, subject to a maximum deduction of the 5% of the delayed Goods' or incidental Works/ Services' contract price(s) . iii. LD shall be applied item wise. iv. Date of bill of lading / AOW shall be considered as reckoning date for LD purpose. In such cases the date of bill of lading shall be 04 weeks prior to the date of delivery as indicated in tender/order i.e. delivery date for LD purpose shall be 04 weeks prior to delivery date mentioned in the offer. v. Since delivery of imported goods is required by the purchaser on Cost Insurance and Freight/Carriage and Insurance Paid (CIP) basis, the supplier shall arrange and pay for marine/air insurance, making the purchaser the beneficiary.

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		vi. Vendor / Contractor (Supplier) will also be liable to pay Liquidated Damages for late delivery of the Documentation as agreed by Purchaser and Vendor / Contractor (Supplier) and as stated in the Purchase Order. The amount of such damages will be same as that stated in Para (a) above.
18.	PUBLIC GRIEVANCE CELL	A Public Grievance Cell headed Mr. R R Kumar (GM- Production) has been set up in the Company. Members of public having complaints or grievances are advised to contact him on Wednesday between 10.00 hours and 12.30 hours in his office MAZAGON DOCK SHIPBUILDERS LIMITED, Dock Yard Road, Mumbai, 400010, INDIA or send their complaints / grievances to him in writing for redressal. His Telephone No. is 022-2376 3512.
19.	EXPORT LICENCE	The Export licence that may be required for delivery of various items / equipment to MDL shall be arranged by the respective Bidders / Suppliers / Contractors from the concerned authorities in their respective countries. The Bidders / Suppliers /Contractors shall take in to account the period required for obtaining such license while indicating delivery / completion periods for the items / equipment and delays in supplies for non-availability of such licenses are to be accounted for by the Supplier / Contractor. The 'End User' certificate if required by the supplier for obtaining the license is to be forwarded by MDL. However, the format and details of the end user certificate required should be forwarded by the supplier to MDL along with the order acceptance.
20.	BOOK EXAMINATION CLAUSE	In case it is found to the satisfaction of MDL that the Supplier has engaged an Agent or paid commission or influenced any person to obtain the contract as described in clauses relating to Agents/Agency Commission and penalty for use of undue influence, the supplier, on a specific request of MDL shall provide necessary information/inspection of the relevant financial documents/information.
21.	SHIPPING INSTRUCTIONS	In case of sea consignments all shipments including CIF/CIP, CFR / C&F contracts / order shall be arranged by Indian / Conference vessels as per the extant procedures. For Air Consignments, forwarding agents approved by MDL shall be used. Appropriate shipping instructions including packing and marking of consignments, intimation of dispatch details, submission of documents for clearance of the consignments, demurrage etc. must be appended to the tender enquiry form. The Instructions for Sea consignments as prevailing at the time of tendering / order placement shall be followed based on the instructions from Department of Shipping (Chartering Wing) in the Ministry of Shipping, Road Transport and Highways. In case of CIF deliveries any additional insurance (Sea/Air) if required and local transit insurance from port of destination (Sea/Air) to MDL shall be arranged by MDL.
22.	OPTION CLAUSE	MDL retains the right to place orders for additional quantities up to a maximum of 50% of the originally contracted quantity at the same rate and terms of the contract. Such an option shall be available during the original period of contract. Option quantity during extended Delivery period is limited to 50% of balance quantity after original delivery period.
23.	MDL RIGHT	MDL reserves the right to reject or accept any or all bids, or to withdraw tender, and or award contract in full / part without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder(s).
24.	DUPLICATE/SPURIOUS/SUBSTANDARD ITEMS	In case of supply of duplicate/spurious/substandard items by the firm, MDL will resort to prosecution of the firm by taking legal action with all the stringent measures against the firm for supplying such items which has lead to delay of the project of national importance and has endangered the national security. The firm will also be blacklisted in MDL & will be debarred from quoting in future MDL tenders and the same will be intimated to all other public sector undertakings and other Government organisations. This is in addition to other provisions/remedies and terms & conditions of the tender enquiry

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Nitin Binak
Manager (C-EY)
(Commercial –East Yard)

List of Enclosures :

- Enclosure-01:-Scope of work / supply.
- Enclosure-02:- Price Bid Format
- Enclosure-03:-Tender enquiry terms Acceptance Format
- Enclosure-04:-GCC Acceptante Format
- Enclosure-05:-Sample Format of Shipping Instructions
- Enclosure-06:-Form of certificate of conformity (COC)
- Enclosure-07:-Deviation Sheet
- Enclosure-08:-Extract Of Provisions of the Official Secrets Act, 1923
- Enclosure-09:-Format for certificate of warranty
- Enclosure-10:-General Terms & Conditions (GT&C) For Items
- Enclosure-11:-Proforma Bank Guarantee for Performance Security
- Enclosure-12:-Integrity Pact
- Enclosure-13:- Declaration of Compliance of Order

PART- A
TENDER NO 1200003098
PROCUREMENT OF B&D SPARES FOR VARIOUS PUMPS (OEM-FAPMO) OF P75 (SM4 TO 6)

PART- A
TENDER NO 1200003138
PROCUREMENT OF TORPEDO FUNCTIONAL INTERFACE SIMULATORS (TFSi)

Enclosure-01

SCOPE OF SUPPLY

Scope includes supply of following Procurement of Torpedo Functional Interface Simulators (TFSi) along with relevant Documents & Certificates:

Sl.no	Material/Service Details	Quantity/unit
10	Material Number: - 350000000000073473 Material Group: - CSM– Combat System Package Material Details: - a) Torpedo Functional Interface Simulator (TFSi), functionally similar to TONA b) Technical Manuals for Torpedo Functional Interface Simulator c) One Set of Spare Parts	1 SET
20	Service Short Text: - Training-Theory and Practical Training Service Group: - CSM-Combat System Package Training-Theory and Practical Training in English including Time Table, Syllabus and Handouts - Duration: 5 Working Days; - Participants: 10 Qualified Trainees - Place: Mumbai, India	1 AU

Note: The detailed scope is attached at **Enclosure-01**. Any technical clarifications, if required can be obtained by email at bbagrawal@mazdock.com OR Tel. No. **+91-22-23763617**

PART- A
TENDER NO 1200003138
PROCUREMENT OF TORPEDO FUNCTIONAL INTERFACE SIMULATORS (TFSi)

Enclosure 2
Tender Rate Sheet Format

Sl.no	Material Details	Quantity/unit	Currency	UNIT RATE (CIP-Mumbai)	TOTAL VALUE (CIP-Mumbai)
10	Material Number: - 350000000000073473 Material Group: - CSM- Combat System Package Material Details: - a) Torpedo Functional Interface Simulator (TFSi), functionally similar to TONA b) Technical Manuals for Torpedo Functional Interface Simulator c) One Set of Spare Parts	1 SET	XXXX	XXXX	XXXX
TOTAL					XXXX
S.No	Service Details	Unit	Lumpsum Cost for providing Technical services inclusive of travel, accommodation and any other charges		
20	Service Short Text: - Training-Theory and Practical Training Service Group: - CSM-Combat System Package Training-Theory and Practical Training in English including Time Table, Syllabus and Handouts - Duration: 5 Working Days; - Participants: 10 Qualified Trainees - Place: Mumbai, India	1 AU	XXXX		
TOTAL			XXXX		

Notes Applicable to Foreign Bidders:

Duties & taxes as applicable in India for Import of the material shall be borne by MDL. However taxes & duties prevailing in the country of foreign Manufacturer / Supplier are to be borne by the foreign bidder. The bidder hereby confirms to have quoted the unit rates and total item wise values in the columns of above format for CIF/CIP Mumbai/JNPT Port basis

Company's Seal

Date:
person)

(Signature, Name & Designation of Bidder's authorized

PART- A
TENDER NO 1200003138
PROCUREMENT OF TORPEDO FUNCTIONAL INTERFACE SIMULATORS (TFSi)

Enlosure-03

TEF Acceptance Format (Bidders to fill, sign, stamp and return this form in PART- I bid)

To,
HOD (C-EY)
COMMERCIAL DEPARTMENT-EY
MAZAGON DOCK SHIPBUILDERS LIMITED MUMBAI-10

TENDER ENQUIRY No: 1200003138

Sl no.	TEF Clause	Accepted / Deviation
1.	INTRODUCTION	
2.	SUBMISSION OF OFFER THROUGH EMAIL	
3.	MODIFICATIONS TO THE BIDS (NOT ALLOWED)	
4.	DESCRIPTION OF SUPPLIES	
5.	VALIDITY PERIOD	
6.	INTEGRITY PACT	
7.	DOCUMENTS TO BE SUBMITTED ALONG WITH OFFER	
8.	BID REJECTION CRITERIA	
9.	DELIVERY PERIOD / COMPLETION SCHEDULE	
10.	PRICING:	
11.	PAYMENT TERMS	
12.	WARRANTY	
13.	PERFORMANCE SECURITY (PS) (PERFORMANCE BANK GUARANTEE CUM SECURITY DEPOSIT)	
14.	DEVIATIONS	
15.	CONSIGNEE	
16.	INSPECTION	
17.	LIQUIDATED DAMAGES	
18.	PUBLIC GRIEVANCE CELL	
19.	EXPORT LICENCE	
20.	BOOK EXAMINATION CLAUSE	
21.	SHIPPING INSTRUCTIONS	
22.	OPTION CLAUSE	
23.	MDL RIGHT	
24.	DUPLICATE/SPURIOUS/SUBSTANDARD ITEMS	

COMPANY'S NAME & ADDRESS:

SIGNATURE :

DATE :

NAME :

DESIGNATION :

BIDDER'S COMPANY SEAL:

PART- A
TENDER NO 1200003138
PROCUREMENT OF TORPEDO FUNCTIONAL INTERFACE SIMULATORS (TFSi)

NOTES:

1. Bidder confirms to have carefully read the Terms & Conditions enclosed only with this Tender Enquiry Form (TEF) prior to filling up this acceptance format.
2. Bidder confirms to have indicated **“ACC” for Accepted, “DEV” for Deviation** taken for each clause number in the above table.
3. In case of any deviations taken the bidder confirms to have attached **Separate Sheet** indicating all relevant details such as Number & description of the Clause, **Reasons for Deviation and suggested alternative(s)**.
4. Clause numbers shown in the above format also includes the sub-clauses under these clauses. For example Clause no. 8 means – Clause nos. 8(a)- i), ii), & 8 (b)- i), ii), iii), iv), v) & vi).

PART- A
TENDER NO 1200003138
PROCUREMENT OF TORPEDO FUNCTIONAL INTERFACE SIMULATORS (TFSi)

Enclosure-04

Acceptance Form for GENERAL CONDITIONS OF CONTRACT (GCC) FOR GOODS AND SERVICES

(Bidders to fill, sign, stamp and return this form in PART- I bid)

To,
HOD (C-EY)
COMMERCIAL DEPARTMENT-EY, MAZAGON DOCK SHIPBUILDERS LIMITED MUMBAI-10

Sr	GCC Clauses	Accepted / Deviation
1.	Tenets of Interpretation	
2.	Language of Contract	
3.	Governing Laws and Jurisdiction	
4.	Confidentiality, Secrecy and IPR Rights	
5.	Permits, Approvals and Licenses	
6.	Transfer of Title of Goods	
7.	Extension of Delivery Period	
8.	Defaults, Breaches & Termination of Contract	
9.	Closure of Contract	
10.	Communication and language for documentation	
11.	Preservation and maintenance	
12.	Freight and Insurance	
13.	Demurrage (Applicable for Goods):	
14.	Cancellation of Tender	
15.	Purchaser's property	
16.	Rejection of Materials	
17.	Recovery-adjustment provisions	
18.	Indemnification	
19.	Transfer of suppliers / contractor's rights	
20.	Subcontract and right of purchaser	
21.	Patent rights	
22.	Agents/Agency Commission	
23.	Use of undue influence / corrupt practices	
24.	Immunity of Government of India clause	
25.	Export licence	
26.	Banned or de-listed contractors / suppliers	
27.	Duty of personnel of supplier/contractor	
28.	Dispute resolution mechanism and arbitration	
29.	Jurisdiction of courts	
30.	Contract labour (regulation and abolition) act 1970	
31.	Minimum wages act	
32.—	Bonus Act	Not Applicable
33.—	Factories Act	Not Applicable
34.—	Employees' Provident Funds and Miscellaneous Provisions Act, 1952	Not Applicable
35.—	Employees' State Insurance Act	Not Applicable
36.—	Safety	Not Applicable
37.—	Police verification of employees	Not Applicable
38.	Force Majeure	
39.—	Police Verification of Employees (Applicable for Services)	Not Applicable

PART- A
TENDER NO 1200003138
PROCUREMENT OF TORPEDO FUNCTIONAL INTERFACE SIMULATORS (TFSi)

COMPANY'S NAME & ADDRESS :

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

NOTES:

1. Bidder confirms to have carefully read the General Conditions of Contract (GCC) of the Tender Enquiry prior to filling up this acceptance format.
2. Bidder confirms to have indicated "ACC" for Accepted, "DEV" for Deviation Taken for each clause number in the above table.
3. In case of any deviations taken, **Bidder confirms to have attached Separate Sheet** indicating all relevant details such as Number & description of the Clause, Reasons for the Deviation and suggested Alternative(s).

PART- A
TENDER NO 1200003138
PROCUREMENT OF TORPEDO FUNCTIONAL INTERFACE SIMULATORS (TFSi)

Enclosure-05

SAMPLE FORMAT OF SHIPPING INSTRUCTIONS

1. The Bill of Lading shall clearly indicate the following:
 - a) Order No.
 - b) Name of the Vessel
 - c) Port of loading and discharge
 - d) Gross weight and Nett weight in kgs.
 - e) Consignee : MAZAGON DOCK SHIPBUILDERS LIMITED
DOCKYARD ROAD, MUMBAI – 400 010 (INDIA)

2. **PARCEL POST METHOD OF DESPATCH TO INDIA**

In agreed cases of Parcel Post method of dispatch, the goods must be packed suitably for postal despatch to India, and the parcel must be addressed to M/s. MAZAGON DOCK SHIPBUILDERS LIMITED., Mazagon, Mumbai 400 010, showing the Order Number, Item Number(s) and the Import LICENSE Number, on the Wrapper, below the address.

3. **NON-NEGOTIABLE DOCUMENTS:** Requisite sets of non-negotiable documents shall be sent by Vendor to the Purchaser in time immediately on shipment to MDL:

4. **NEGOTIABLE DOCUMENTS:** Complete set of Negotiable documents should reach State Bank of India, Mumbai (or any other bank as specified by the Purchaser in Order) in case of payment through LC (OR directly to purchaser in case of payment mode other than LC) on or before arrival of vessel at Mumbai Port, failing which demurrage incurred, if any, on this account will be recovered from the Vendor. In case of any problem for submission of negotiable documents to the bankers/purchaser, the Vendor shall instruct shipping agents to issue delivery order against MDL's indemnity in absence of negotiable documents.

5. All **DOCUMENTS** should clearly indicate at least Purchaser's Order Number. Following details, as relevant, should also be appropriately specified on the documents submitted for co-relation:
 - a. Import License No.
 - b. Purchaser's Order No.
 - c. Names of carrying vessel & shipping co. / Flight no & Name of the Airline.
 - d. Bill of Lading / Airway bill No.

6. **DEFICIENCIES & DEFECTIVE GOODS**

Should any deficiencies be established, these must be made good by the dispatch under "No Charge" invoice but indicating the cost only for custom purposes where relevant. Any complaints in regards to material will be notified within 180 days of receipt of consignment in Purchaser's Store / Yard, and any defective material will be returned at supplier's risk and cost and the Contractor / Suppliers should replace these goods / materials and deliver free of charge on C.I.F. basis.

7. **WHARFAGE AND DEMURRAGE**

The wharfage and demurrage will be to Contractor / Supplier's accounts for all shipments that reach purchaser without bill of lading properly endorsed or any such discrepancy (ies) in the Shipping documents. The supplier shall be responsible for fines or increased customs charges due to errors or commissions in description, weight or measurement and for increased customs or wharfage and handling charge due to improper packing. It is also a condition of purchase that storage and demurrage payable to port authorities at the port of discharge in respect of shipment arriving before the actual receipt of the shipping documents will be borne by the Contractor / Supplier. All such charges shall be paid by the Vendor/ Contractor / Seller to the Purchaser within 30 days of the claim raised by the Purchaser.

PART- A
TENDER NO 1200003138
PROCUREMENT OF TORPEDO FUNCTIONAL INTERFACE SIMULATORS (TFSi)

8. GENERAL

- a) Immediately on receipt of import license for the import of the stores, intimation will be given to the suppliers of the grant of licenses, indicating the limiting factor and validity period. It must be ensured that shipment is made within the validity period of the license as it is difficult to obtain extension of the validity period from the licensing authorities. However, no shipment must be effected without intimation of import LICENSE particulars from Purchaser. To avoid difficulty in clearing the shipment through local customs the description and quantity as given in the invoice should confirm strictly to those indicated in the list of goods that will be supplied.
- b) A certificate or consolidated statement of accounts should be issued to us in triplicate, indicating there in the final value at which the contract has been finally settled and the evidence of total remittance received against the order with a breakdown, wherever partial shipment were effected against individual invoices.

6. EXTRACT FROM THE BROCHURE REGARDING INSTRUCTIONS ON SHIPPING ARRANGEMENTS FOR GOVERNMENT OWNED / CONTROLLED CARGOES. (ANNEX VI) -----Vendor / Shipper should ESSENTIALLY VERIFY the applicability of these provisions from the Purchaser at least 15 days PRIOR to actual Shipment).

Freight Rebates Agreements currently in force with a view to securing special freight reduction for general Liner Cargoes (imports) shipped on Government account, the Ministry of Shipping & Transport have entered into transportation agreements from time to time with the Conferences / Shipping Lines covering the following trade routes. a) Shipments from U.K. / Continent.

- i. Agreement with the India, Pakistan, Bangladesh Conference covers all Governmental cargoes emanating from U.K. - including Northern Ireland (also EIRE), North Continent of Europe (West Germany, Holland, Belgium, France, Norway, Sweden, Denmark and Finland), French and western Italian Ports on the continental seaboard of the Mediterranean, and the Port of Rostock in the German Democratic Republic.
- ii. Shipments on F.O.B. or FAS terms, arranged through the accredited forwarding agents of the Government of India will be entitled to an immediate rebate of 15% of gross Tariff rates.
- iii. Immediate rebate will be 9 1/2 % off the gross Tariff rates in respect of (a) cargoes which are intended for sale or disposal commercially wither in their original or subsequently manufactured state (b) parcels of fertilizers and heavy chemicals, not subject to special quotations. Items of cargoes which are confirmed to STC / MMTC's monopoly will however receive 5% extra rebate in respect of FOB / FAS contract and 5% extra rebate in respect of C&F / CIF / OR / TURNKEY Contracts.
- iv. For shipment of cargoes on CIF / C&F Turnkey terms, the Member Lines will grant an extra rebate of 5% on U.K. / North Continental Gross Tariff rates to Government consignees in addition to the 9 ½% immediate rebate admissible to the contract shippers, i.e. the foreign suppliers (or 10% deferred commission to non-contract foreign suppliers) provided the same is claimed by the Government Consignees within one year from the date of Bill of Lading. For this purpose, two copies of non-negotiable Bill of Lading indicating the gross freight amount thereon are required to be made available to the Shipping Co-ordination Officer in the Department of Shipping (Chartering Wing) in the Ministry of Shipping-Road Transport-Highways by the Suppliers / importers for necessary endorsement on one such copy and return to the Port Consignee for presenting to the carriers' agents for obtaining the extra 5% rebate on freight. The claim will be rejected if not referred by the consignee to the carriers' port agents within a period of one year from the date of Bill of Lading.
- v. Extra rebate will not be payable in respect of cargo covered by a specially reduced freight quotation to the CIF / C&F FOR / Turnkey supplier or shipper.

PART- A
TENDER NO 1200003138
PROCUREMENT OF TORPEDO FUNCTIONAL INTERFACE SIMULATORS (TFSi)

- vi. All contracts placed on CIF / C&F FOR / Turnkey terms should include a stipulation that only vessels belonging to the Member Lines of the Conference will be utilised for carriage of cargoes covered by such contracts. If conference space is not available for any specific shipment, the Government shall have the right to seek dispensation to use other flag vessels.
- vii. In absence of original Bills of Lading after confirming the Government of India has title to the goods the Lines Agents in India will release the cargo against a Letter of Indemnity given by the Government of India, Government Department / Undertaking / Projects / Director of Supplies Embarkation Commandant at the port of discharge. The original Bills of Lading will be presented within one year of issuing of Letter of Indemnity.

PART- A
TENDER NO 1200003138
PROCUREMENT OF TORPEDO FUNCTIONAL INTERFACE SIMULATORS (TFSi)

Enclosure-06

FORM OF CERTIFICATE OF CONFORMITY

In accordance with the Order N°..... Dated placed by MAZAGON DOCK SHIPBUILDERS LIMITED on (Bidder's Name) and corresponding to (Bidder's Name) invoice no dated.....

1. We herewith certify that corresponding to the Item description..... related to Yard Nos. 11878, 11879 & 11880.

Item no as per PO	Item Description as per PO	Material Grade / Specs / Type/Part No.	Measurement Unit	Quantity as per PO	Quantity accepted

2. We further certify that:

- a. Each of the item supplied has been identified by permanent marks (such as Reference No.....) with appropriate method such as engraving / non erasable ink/punching where permissible.
- b. Each of the items supplied are manufactured with quality and are fully compatible and suitable for use with the respective main equipment ordered by MDL under Project-75.

List of waivers accepted by the Buyer	List of waivers not accepted by the Buyer
Bidders to specify:	Nil

3. All details listed below as applicable to each line item have been verified, found compliant and acceptable as per terms of above mentioned order:-

Description, Quantity, Aspect, Technical Data Sheets, Calibration Reports, Shock indicators, Tilt indicators, Shelf Life details indicating Date of Manufacture & Expiry and packaging in correlation with Packing List.

For and on behalf of

(Supplier's name)
In- charge of QUALITY
 Seal signature & date

PART- A
TENDER NO 1200003138
PROCUREMENT OF TORPEDO FUNCTIONAL INTERFACE SIMULATORS (TFSi)

Enclosure - 7

Format of Deviation Sheet

(To be made on Bidder's Company Letterhead, Duly signed & stamped, dated and submitted along with the offer by the Bidder)

Deviation Sr. No.	Page Sr. No and Enclosure Reference No. as relevant of the Tender Enquiry	Clause Number for which the Deviation is Sought	Brief Text Description of the Clause	Reasons for Deviation	Suggested Alternative
1.					
2.					
& on... so					

COMPANY'S NAME & ADDRESS:

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

PART- A
TENDER NO 1200003138
PROCUREMENT OF TORPEDO FUNCTIONAL INTERFACE SIMULATORS (TFSi)

Enclosure-08

EXTRACT OF PROVISIONS OF THE OFFICIAL SECRETS ACT, 1923

SECTION 2(B); "PROHIBITED PLACE"

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

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

SECTION 3: "PENALTIES FOR SPYING"

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

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

SECTION 4: "COMMUNICATION WITH FOREIGN AGENTS"

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

SECTION 5: "WRONGFUL COMMUNICATION OF INFORMATION"

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

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

Shall be guilty of an offence under this Act.

SECTION 6: "UNAUTHORISED USE OF UNIFORMS"

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

SECTION 7: "INTERFERING WITH OFFICERS OF POLICE"

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

SECTION 8: "DUTY OF GIVING INFORMATION"

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

SECTION 9: "INCITEMENT"

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

SECTION 10: "PENALTY FOR HARBOURING SPIES"

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

PART- A
TENDER NO 1200003138
PROCUREMENT OF TORPEDO FUNCTIONAL INTERFACE SIMULATORS (TFSi)

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.

PART- A
TENDER NO 1200003138
PROCUREMENT OF TORPEDO FUNCTIONAL INTERFACE SIMULATORS (TFSi)

Enclosure -09

FORM OF WARRANTY CERTIFICATE

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

_____ (Name of firm) certify that the following Items identified by the following references related to Yard Nos 11878, 11879 & 11880.

Description of B&D Spares /Item(s) and Manufacturer’s Serial Number (OR any other such ID No) as per packing list no..... datedenclosed herewith

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

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

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

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

For and on behalf of

COMPANY’S NAME & ADDRESS:

SIGNATURE :
 DATE :
 NAME :
 DESIGNATION :
 SUPPLIER’S COMPANY SEAL:

Order reference Number	
LC No.	
Corresponding to Invoice No & Date	
Packing List No. & Date	

PART- A
TENDER NO 1200003138
PROCUREMENT OF TORPEDO FUNCTIONAL INTERFACE SIMULATORS (TFSi)

Enclosure-10

GENERAL CONDITIONS OF CONTRACT (GCC) FOR GOODS AND SERVICES	
<p>The word 'Purchaser' refers to MAZAGON DOCK SHIPBUILDERS LIMITED, (MDL), a Company within the meaning of Companies Act, 2013 and it includes its successors or assignees.</p> <p>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.</p> <p>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.</p> <p>Unless otherwise indicated specifically by the bidder / contractor in his bid, it shall be construed as his acceptance of all the conditions mentioned in this GCC.</p>	
1.	<p>TENETS OF INTERPRETATION (Applicable for Goods and Services)</p> <p>Unless where the context requires otherwise, throughout the contract:</p> <p>(a) The heading of these conditions shall not affect the interpretation or construction thereof.</p> <p>(b) Writing or written includes matter either whole or in part, in digital communications, manuscript, typewritten, lithographed, cyclostyled, photographed, or printed under or over signature or seal or digitally acceptable authentication, as the case may be.</p> <p>(c) Words in the singular include the plural and vice-versa.</p> <p>(d) Words importing the masculine gender shall be taken to include other genders, and words importing persons shall include any company or association or body of individuals, whether incorporated or not.</p> <p>(e) Terms and expression not herein defined shall have the meanings assigned to them in the Contract Act, 1872 (as amended) or the Sale of Goods Act, 1930 (as amended) or the General Clauses Act, 1897 (as amended) or of INCOTERMS, (current edition published by the International Chamber of Commerce, Paris) as the case may be.</p> <p>(f) Any reference to 'Goods' shall be deemed to include the incidental Works/ Services also.</p> <p>(g) Any generic reference to GCC shall also imply a reference to TEF as well.</p> <p>(h) In case of conflict, provisions of TEF shall prevail over those in GCC.</p> <p>(i) Any reference to 'Contract' shall be deemed to include all other documents (inter-alia GCC, TEF).</p> <p>(j) Any reference to any legal Act, Government Policies or orders shall be deemed to include all amendments to such instruments, from time to time, till date.</p> <p>(k) Fall Clause shall be expressly applicable in the case of Rate Contract.</p>
2.	<p>LANGUAGE OF CONTRACT (Applicable for Goods and Services)</p> <p>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.</p>
3.	<p>GOVERNING LAWS AND JURISDICTION (Applicable for Goods and Services)</p> <p>3.1 Governing Laws and Jurisdiction</p>

PART- A
TENDER NO 1200003138
PROCUREMENT OF TORPEDO FUNCTIONAL INTERFACE SIMULATORS (TFSi)

	<p>(a) This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Laws of India for the time being in force.</p> <p>(b) Irrespective of the place of delivery, or the place of performance or the place of payments under the contract, the contract shall be deemed to have been made at the place from which the Purchase Order/Contract/Letter of Intent has been issued. The courts of such a place shall alone have jurisdiction to decide any dispute arising out or in respect of the contract.</p> <p>3.2 Changes in Laws and Regulations</p> <p>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.</p>
<p>4.</p>	<p>CONFIDENTIALITY, SECRECY AND IPR RIGHTS (Applicable for Goods and Services)</p> <p>(a) IPR Rights</p> <p>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.</p> <p>(b) Confidentiality</p> <p>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.</p> <p>(c) Secrecy</p> <p>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.</p> <p>(d) Obligations of the contractor</p> <p>(i) Without MDL's prior written consent, the contractor shall not use the information mentioned above except for the sole purpose of performing this contract.</p> <p>(ii) The contractor shall treat and mark all information as confidential (or Secret – as the case may) and shall not, without the written consent of MDL, divulge to any person other than the person(s) employed by the contractor in the performance of the contract. Further, any such disclosure to any</p>

PART- A
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	<p>such employed person shall be made in confidence and only so far as necessary for such performance for this contract.</p> <p>(iii) Notwithstanding the above, the contractor may furnish to its holding company or its Subcontractor(s) such documents, data, and other information it receives from MDL to the extent required for performing the contract. In this event, the contractor shall obtain from such holding company/ Subcontractor(s) an undertaking of confidentiality (or secrecy – as the case may be) similar to that imposed on the contractor under the above clauses.</p> <p>(iv) The obligation of the contractor under sub-clauses above, however, shall not apply to information that:</p> <p>(aa) The contractor needs to share with the institution(s) participating in the financing of the contract;</p> <p>(ab) now or hereafter is or enters the public domain through no fault of Contractor;</p> <p>(ac) can be proven to have been possessed by the contractor at the time of disclosure and which was not previously obtained, directly or indirectly, from MDL; or</p> <p>(ad) otherwise lawfully becomes available to the contractor from a third party that has no obligation of confidentiality.</p> <p>(v) The above provisions shall not in any way modify any undertaking of confidentiality (or Secrecy – as the case may be) given by the contractor before the date of the contract in respect of the contract/ the Tender Document or any part thereof.</p> <p>(vi) The provisions of this clause shall survive completion or termination for whatever reason of the contract.</p>
<p>5.</p>	<p>PERMITS, APPROVALS AND LICENSES (Applicable for Goods and Services)</p> <p>Whenever the supply of Goods and incidental Services requires that the contractor obtain permits, approvals, and licenses from local public authorities, it shall be the contractor's sole responsibility to obtain these and keep these current and valid. Such requirements may include but not be restricted to export licence or environmental clearance if required. If requested by the contractor, MDL shall make its best effort to assist the contractor in complying with such requirements in a timely and expeditious manner, without any dilution of the Contractor's responsibility in this regard.</p>
<p>6.</p>	<p>TRANSFER OF TITLE OF GOODS (Applicable for Goods)</p> <p>(a) Unless otherwise stated in the contract, notwithstanding any inspection and approval by the Inspecting Officer on the contractor's premises, or any payments made to the contractor, property in the Goods (and resultant rights and liabilities) shall not pass on to MDL until the Goods have been received, inspected, and accepted by the consignee. The Goods and every constituent part thereof, whether in the possession or control of the contractor, his agents or servants or a carrier, or the joint possession of the contractor, his agents or servants and MDL, his agents, or servants, shall remain in every respect at the risk of the contractor, until their actual delivery to a person stipulated in the contract, as the interim consignee for despatch to the consignee. The Contractor shall be responsible for all loss, destruction, damage, or deterioration of or to the Goods from any cause whatsoever while the Goods after approval by the Inspecting Officer are awaiting despatch or delivery or are in the course of transit from the contractor to the consignee or interim consignee, as the case may be. The Contractor shall alone be entitled and responsible for making claims against any carrier in respect of non-delivery, short delivery, mis-delivery, loss, destruction, damage, or deterioration of the Goods entrusted to such carrier by the contractor for transmission to the consignee or the interim consignee as the case may be.</p> <p>(b) Provided that where, under the terms of the contract, the Goods are required to be delivered to an interim consignee for despatch to the consignee, the Goods shall be at MDL's risk after their delivery to the interim consignee.</p>
<p>7.</p>	<p>EXTENSION OF DELIVERY PERIOD (Applicable for Goods)</p> <p>(a) If at any time during the currency of the contract, the contractor encounters conditions hindering timely delivery of the Goods and performance of incidental Works/ Services, he shall</p>

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	<p>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.</p> <p>(b) Conditions for Extension of Delivery Period When the period of delivery is extended due to unexcused delay (Note: please ensure that unexcused delay is defined. Otherwise replace “unexcused delay” with the “delays attributable”) by the contractor, the amendment extending the delivery period shall, inter alia, be subject to the following conditions:</p> <p>(i) Liquidated Damages MDL shall recover from the contractor, under the provisions of this clause, liquidated damages on the Goods and incidental Works/ Services, which the contractor has failed to deliver within the delivery period stipulated in the contract.</p> <p>(ii) Denial Clause (aa) No increases in price on account of any statutory increase in or fresh Imposition of GST, customs duty or on account of any other taxes/ duty/ cess/ levy), leviable in respect of the Goods and incidental Works/ Services stipulated in the said contract which takes place after the original delivery date, shall be admissible on such of the said Goods, as are delivered after the said date; and</p> <p>(ab) Notwithstanding any stipulation in the contract for an increase in price on any other ground, including price variation clause or foreign exchange rate variation, or any other variation clause, no such increase after the original delivery date shall be admissible on such goods delivered after the said date.</p> <p>(ac) Nevertheless, MDL shall be entitled to the benefit of any decrease in price on account of reduction in or remission of GST, customs duty or on account of any other Tax or duty or any other ground as stipulated in the price variation clause or foreign exchange rate variation or any other variation clause which takes place after the expiry of the original delivery date.</p> <p>(c) Liquidated damages If the contractor fails to deliver any or all of the Goods or fails to perform the incidental Works/ Services (e.g. installation, commissioning or operator training) within the time frame(s) incorporated in the contract, MDL shall, without prejudice to other rights and remedies available to MDL under the contract, deduct from the contract price, as agreed liquidated damages, but not as a penalty, a sum equivalent to the 0.5 % percent (excluding taxes) of the delivered price of the delayed Goods and/ or incidental Works/ Services for each week of delay or part thereof until actual delivery or performance, subject to a maximum deduction of the 5% of the delayed Goods’ or incidental Works/ Services’ contract price(s). Besides liquidated damages during such a delay, the denial clause shall also apply. Any failure or delay by any subcontractor, though their employment may have been sanctioned shall not be admitted as aground for any extension of time or for exempting the contractor from liability for any such loss or damage as aforesaid.</p>
<p>8.</p>	<p>DEFAULTS, BREACHES & TERMINATION OF CONTRACT (Applicable for Goods and Services) Termination due to Breach, Default, and Insolvency</p> <p>(a) Defaults and Breach of Contract In case the contractor undergoes insolvency or receivership; neglects or defaults, or expresses inability or disinclination to honour his obligations relating to the performance of the contract or ethical standards or any other obligation that substantively affects MDL’s rights and benefits under the contract, it shall be treated as a breach of Contract. Such defaults shall include inter-alia:</p> <p>(i) Default in Performance and Obligations</p>

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

(ii) Insolvency

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

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

(b) Notice for Default

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

(c) Terminations for Default

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

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

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

(d)

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

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

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

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

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

(v) Prefer claims against insurances, if any.

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

(vii) Risk and Cost Procurement

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

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	<p>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.</p> <p>(viii) Initiate legal proceedings in a for the recovery of the losses and damages, not addressable by the above means.</p>
9.	<p>CLOSURE OF CONTRACT (Applicable for Goods and Services)</p> <p>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.</p>
10.	<p>COMMUNICATION AND LANGUAGE FOR DOCUMENTATION (Applicable for Goods and Services)</p> <p>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.</p>
11.	<p>PRESERVATION AND MAINTENANCE (Applicable for Goods)</p> <p>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.</p> <p>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.</p>
12.	<p>FREIGHT AND INSURANCE. (Applicable for Goods)</p> <p>(a) For Indigenous Bidders Bidder shall quote for 'Door Delivery to Purchaser,' all charges towards door delivery viz. transport, Insurance charges etc. shall be borne by the Bidder / Supplier / Contractor.</p> <p>(b) For Foreign Bidders For overseas bidders, bidder shall agree for supplying the goods on CIF/CIP, Incoterm basis. The Bidder / Supplier / Contractor shall immediately on despatch of the items, inform all relevant details of despatch such as Order Number, Bill of Lading/AWB Number marked as Freight Paid, Insurance policy/document, number of packages, value of consignment, invoice number etc. as per contractual terms.</p>
13.	<p>DEMURRAGE (Applicable for Goods)</p> <p>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.</p>
14.	<p>CANCELLATION OF TENDER (Applicable for Goods and Services)</p> <p>The Purchaser reserves the right to cancel/withdraw the tender in toto or part and or award the contract / order in full or part without assigning any reason whatsoever and without thereby incurring any liability to the affected Bidder or Bidders or any obligations to inform the affected Bidder or Bidders of the grounds for MDL action.</p>
15.	<p>PURCHASER'S PROPERTY. (Applicable for Goods and Services)</p>

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	<p>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.</p> <p>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.</p>
16.	<p>REJECTION OF MATERIALS (Applicable for Goods)</p> <p>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.</p>
17.	<p>RECOVERY-ADJUSTMENT PROVISIONS (Applicable for Goods and Services)</p> <p>Payment made under one order shall not be assigned or adjusted to any other order except to the extent agreed upon in writing by the Purchaser. During the currency of the contract, if any sum of money is payable by the Bidder / Supplier / Contractor the same shall be deducted from any sum then due or thereafter may become due to the Bidder / Supplier / Contractor under the contract or any other contract with the Purchaser.</p>
18.	<p>INDEMNIFICATION (Applicable for Goods and Services)</p> <p>The Bidder / Supplier / Contractor, his employees, licences, agents or Sub-Supplier / Sub-contractor, while on site of the Purchaser for the purpose of this contract, indemnifies the Purchaser against direct damage and/or injury to the property and/or the person of the Purchaser or that of Purchaser's employees, agents, SubContractors / Suppliers occurring and to the extent caused by the negligence of the Bidder / Supplier / Contractor, his employees, licensees, agents or Sub-contractor by making good such damages to the property, or compensating personal injury and the total liability for such damages or injury shall be as mutually discussed and agreed to.</p>
19.	<p>TRANSFER OF SUPPLIERS / CONTRACTOR'S RIGHTS (Applicable for Goods and Services)</p> <p>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.</p>
20.	<p>SUBCONTRACT AND RIGHT OF PURCHASER (Applicable for Goods and Services)</p> <p>The Bidder / Supplier / Contractor under no circumstances undertake or subcontract any work / contract from or to any other Sub-contractor without prior written approval of the Competent Authority of Purchaser. In the event it is found that such practice has been indulged in, the contract is liable to be terminated without notice and the Bidder / Supplier / Contractor is debarred all from future tender enquiries / work orders. However, in no circumstances a contractor is permitted to subcontract any part of the contract to the bidders who had quoted for the concerned tender.</p>
21.	<p>PATENT RIGHTS (Applicable for Goods and Services)</p>

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	<p>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.</p>
<p>22.</p>	<p>AGENTS/AGENCY COMMISSION (Applicable for Goods and Services)</p> <p>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.</p> <p>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.</p> <p>The buyer will also have a right to consider cancellation of the Contract either wholly or in part, without any entitlement or compensation to the Seller who shall in such event be liable to refund all payments made by the buyer in terms of the Contract along with interest at the rate of 2% per annum or 6% whichever is higher above LIBOR (London Inter Bank Offer Rate) (for foreign vendors) and base rate of SBI plus 2% (for Indian Vendors).</p> <p>The Buyer will also have the right to recover any such amount from any contracts concluded earlier with Buyer.</p>
<p>23.</p>	<p>USE OF UNDUE INFLUENCE / CORRUPT PRACTICES (Applicable for Goods and Services).</p> <p>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.</p> <p>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.</p>
<p>24.</p>	<p>IMMUNITY OF GOVERNMENT OF INDIA CLAUSE (Applicable for Goods and Services)</p> <p>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</p>

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	to sue Government of India in any manner, claim, cause of action or thing whatsoever arising of or under this Agreement.
25.	<p>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.</p>
26.	<p>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.</p>
27.	<p>DUTY OF PERSONNEL OF SUPPLIER/CONTRACTOR (Applicable for Goods and Services) MDL being a Defence Public Sector Undertaking, Bidder / Supplier / Contractor undertakes that their personnel deployed in connection with the entrusted work will not indulge in any activities other than the duties assigned to them.</p>
28.	<p>DISPUTE RESOLUTION MECHANISM AND ARBITRATION (Applicable for Goods and Services)</p> <p>(a) Dispute resolution mechanism(DRM)</p> <p>(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.</p> <p>(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.</p> <p>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.</p> <p>(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.</p> <p>(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.</p> <p>(b) Arbitration (Applicable for Goods and Services)</p> <p>Unresolved disputes/differences, if any, shall then be settled by Arbitration.</p> <p>The Arbitration proceedings shall be conducted at Mumbai, India, in English Language, under the Arbitration and Conciliation Act, 1996 as amended from time to time and the rules thereunder.</p> <p>MDL prefers to have arbitration through Institutes such as Indian Council of Arbitration (ICA)/ICA-DR, Mumbai Centre for International Arbitration, International Chamber of Commerce (ICC), Singapore International Arbitration Centre (SIAC) with the mutual consent of the parties.</p> <p>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</p>

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	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 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.

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	<p>On completion of execution of the contract and before winding up, the Contractor / Bidder shall pay proportionate Privilege Leave wages to all eligible employees.</p>
34.	<p>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 (a) under the Employees' Provident Funds and Miscellaneous Act, 1952; (b) under the Family Pension Scheme, and (c) under the Employees' Deposit Linked Insurance Scheme and pay the contributions both in respect of his employees and his own. He shall submit all the necessary returns and other particulars periodically as prescribed under the said Act. Contractor / Bidder shall cover from the first day working all his contract labour on MDL jobs by filling requisite returns to concerned Statutory authorities and obtaining Code Numbers / Account Numbers. Contractor / Bidder shall remit employees' and employers' contributions directly to the concerned authorities along with Inspection and Administrative Charges as per relevant provisions of the concerned Acts and Schemes made there under within 15 days from the close of every month. The Contractor / Bidder must submit copies of P. F. dues payment challans, copy of Form No. 12 (A), copy of form No. 6 (A) (Annually) and copies of Muster Roll of their workmen every month to Corporate Personnel Department before renewal of passes for entry into the yard. The Contractor / Bidder must also attend to P. F. Inspections by concerned authorities and submit copy of the Inspection Report. The Contractor / Bidder through his own P. F. code number shall fill in P. F. / Pension settlement forms of all the employees engaged in Purchaser's Yard, well in advance of last working day and forwards the said settlement forms to the respective P. F. Commissioner's office for settlement. Contractors who are yet to obtain PF code shall apply for Code 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.</p>
35.	<p>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 Bidders / contractors do not have their ESI Code No.; they should submit documentary evidence of application for obtaining ESI Code no to Corporate Personnel Department.</p>
36.	<p>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</p>

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	<p>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.</p> <p>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.</p>
<p>37.</p>	<p>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.</p>
<p>38.</p>	<p>FORCE MAJEURE (Applicable for Goods and Services)</p> <p>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.</p> <p>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.</p> <p>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.</p>

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Enclosure-11

PROFORMA BANK GUARANTEE 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.)

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 include its successors and assigns) hereby agree to pay to the Purchaser without any demur on first demand an amount not exceeding Rs..... (Rupees.....only) being 5% (10% in case of Capital Procurement) of the order value against any loss or damage, costs, charges and expenses caused to or suffered by the Purchaser by reason of non performance and non-fulfillment or for any breach on the part of the Contractor / Supplier of any of the terms and conditions of the said order.

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

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

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

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

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

7. Notwithstanding anything contained herein above:

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

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ii) This Bank Guarantee shall be valid upto and including; and iii) We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before(validity + 4 weeks from the date of expiry of this guarantee).
8. This Guarantee shall be governed by Indian laws and the Courts at Mumbai, India shall have the exclusive jurisdiction.

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

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

NOTE:

1. Indigenous supplier or Foreign Supplier through Indian Bank to submit BG.
2. If foreign supplier submits BG through Foreign Bank the same should be submitted by SWIFT. MDL Bank SWIFT A/c. No. is SBININBB101.
3. If BG is not received directly from bank then MDL would have to get the BG verified and only on confirmation of verification, the BG will be considered as submitted.
4. BGs issued by the banks in India will be on Non-Judicial stamp paper of value Rs. 500/-.

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Enclosure-12

INTEGRITY PACT

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 forThe Principal/Buyer values full compliance with all relevant laws of the and, 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 Purchase Manual 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 it 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 Agents/representatives in India, if any. Similarly, the Bidder(s)/Contractor(s) of Indian Nationality 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 disclosed by the Bidders(s)/Contractor(s). Copy of the "Guidelines on Indian Agents of Foreign Suppliers" as annexed and marked as Annexure-A.

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- e) The Bidder(s)/Contractor(s) will when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries 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 Purchase Manual containing the Standard Terms and Conditions (STAC) and General Terms and Conditions (GT&C) in respect of procurement contracts for goods, services and civil works.
- g) The Bidder commits to refrain from giving any complaint directly or through any other manner 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 has committed 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 Bidder(s)/Contractor(s) from the tender process or to terminate the contract, if already signed for such 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 question, the Principal/Buyer is entitled also to exclude the Bidder(s)/Contractor(s) from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder(s) and the amount of the damage. The exclusion will be imposed for a minimum of six months and maximum of five 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 after due consideration of the available evidence, concludes that no reasonable doubt is possible.

3) The Bidder (s) accepts and undertakes to respect and uphold the Principal/Buyer's absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and 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 prevention system, the Principal/Buyer may revoke the exclusion prematurely. **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 our 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 therefor. 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 encash 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.

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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 contract 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 Pact has been committed by the Bidder shall be final and binding on the Bidder, however, the same Bidder can approach the Monitor(s) appointed for the purposes of this Pact.

Section 5 - Integrity Pact Bank Guarantee (IPBG): Not Applicable

Section 6 - Previous Transgression:

(1) The Bidder declares that no previous transgressions occurred in the last three years with any other company in any country conforming to the anti corruption approach or with any other public section 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 process or further action can be taken.

Section 7 - Equal treatment of all Bidders/Contractor(s)/Subcontractors:

(1) The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity 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 bidders, 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 8 - Criminal charges against violation Bidder(s)/Contractor(s)/ Subcontractor(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 which 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 9 - 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 the parties comply with the obligations under this agreement.

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- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairman & Managing Director of the Principal/Buyer.
- (3) The Bidder(s)/Contractor(s) accept 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, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. 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 the parties related to the Project provided such meetings could have an impact on the contractual 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 inform the Management of the Principal/Buyer and request the Management to discontinue or take corrective action, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. However, the Monitor shall give an opportunity to the Bidder(s)/Contractor(s) to present its case before making its recommendation to the Principal/Buyer.
- (6) The Monitor will submit a written report to the Chairman & Managing Director of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the Principal/Buyer and, should the occasion arise, submit proposals for correcting problematic situations.
- (7) Monitor shall be entitled to compensation on the same terms as being extended to /provided to Independent Directors on the Board of Principal/Buyer.
- (8) If the Monitor has reported to the Chairman & Managing Director of the Principal, a substantiated suspicion of an offence under relevant Anti Corruption Laws of India and the Chairman & Managing Director of the Principal/Principal/Buyer has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- (9) The word 'Monitor' would include both singular and plural.

Section 10 - Pact Duration:

This pact begins when both parties have legally signed it. It expires for the Contractor **12 months** after the last payment under the contract and for all other 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 valid despite the lapse of this pact as specified above unless it is discharged / determined by Chairman & Managing Director of the Principal/Buyer.

Section 11 - 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. The Arbitration clauses provided in the main tender document/ contract shall not be applicable for any issue/dispute arising under this Integrity pact.
- (2) Changes and supplements as well as termination notices need to be made in writing. Side agreements 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 agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions. **Section 12 –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 Government 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 than that very 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.”

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For & on behalf of
MAZAGON DOCK SHIPBUILDERS LIMITED

For & on behalf of Bidder/Contractor (Office Seal)
(Office Seal) Place_ _____

Date_ _____

Witness 1:
(Name & Address)

Witness 2:
(Name & Address)

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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 their behalf in the same tender.

However, either the Indian Agent on behalf of the Foreign Suppliers (also includes foreign manufacturers) or the Foreign Suppliers (also includes foreign manufacturers) directly could bid in a tender, but not both. In cases where an agent participates in a tender on behalf of one manufacturer, shall not quote on behalf of another manufacturer along with the first Manufacturer in a subsequent/parallel tender for the same item.

1.2 Registered agents will file an authenticated Photostat copy duly attested by a Notary Public/Original certificate of the principal confirming the agency agreement and giving the status being enjoyed by the agent and the commission/remuneration/salary/ retainer ship being paid by the principal 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 foreign parties have stated that they are not paying any commission to the Indian agents, and the Indian 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/representative be a foreign Company, it shall be confirmed whether it is real substantial Company and details of the same shall be furnished.

2.1.2 The amount of commission/remuneration included in the quoted price(s) for such agents/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:

2.2.1 The name and address of the foreign principals indicating their nationality as well as their 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 Tenderer for himself.

2.2.3 Confirmation of the foreign principals of the Tenderer that the commission/remuneration, if any, reserved for the Tenderer in the quoted price (s), may be paid by MDL in India 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 payment of the commission /remuneration, if any payable to the agents/representatives in India in Indian 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 render the concerned tender liable to rejection or in the event of a contract materializing, the same liable to termination by MDL. Besides this there would be a penalty of banning business Dealings with MDL or damage or payment of a named sum.

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Annexure-B
GUIDELINES ON BANNING OF BUSINESS DEALINGS CONTENTS

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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.

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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 the 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 investigate.
 - 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.

Action for banning / suspension business dealings with any Agency should be initiated by the department 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. **4. Initiation of Banning / Suspension**

5.1 If the conduct of any Agency dealing with MDL is under investigation by any department, the Competent 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 Agency. 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 business 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-connected Agencies would also come within the ambit of the order of suspension, the same should be specifically stated in the order. The order of suspension would operate for a period not more than six months and may be communicated to the Agency as also to the Investigating Department. The Investigating Department may ensure that their investigation is completed and whole process of final order is over within such period.

5.2 The order of suspension shall be communicated to all Commercial Departmental Heads. During the 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 Authority, having regard to the circumstances of the case, decides otherwise.

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5.4 If the gravity of the misconduct under investigation is very serious and it would not be in the interest 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 alongwith 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 months from the date of issue.

5.5 If the Agency concerned asks for detailed reasons of suspension, the Agency may be informed that 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 Competent Authority may extend the period of suspension by another three months, during which period 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 warrants;

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 Government 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 Agency 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 arbitration or Court of Law; 6.5 If the Agency employs a public servant dismissed / removed or employs a person convicted for an offence involving corruption or abetment of such offence;

6.6 If business dealings with the Agency have been banned/blacklisted by Government Agencies/ Statutory bodies, DGQA, Defence Shipyards, DPSUs or with whom commercial transactions have been suspended for sufficient and justifiable reasons.

If the Agency having same promoters/Directors /Partners as the barred/blacklisted Company as at 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 contractual stipulations;

6.10 Wilful indulgence by the Agency in supplying sub-standard material irrespective of whether pre-despatch 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 damages 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 profit or gain from doing business with MDL.

(Note: The examples given above are only illustrative and not exhaustive. The Competent Authority 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.

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7.2 There will be a Standing Committee to be appointed by the CMD which may include HOD of respective Commercial Section/Capital Works/OTS, HOD (M), rep of Legal Deptt. and OIC (SR&R) for processing 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 banning 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 department.

iii) To examine the reply to show-cause notice and call the Agency for personal hearing, if required. 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 the Agency is called for, a show-cause notice may be issued to the Agency as per paragraph 9.1 and 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 mis-behaviour 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 / Contractors, 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

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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.

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ENCLOSURE-13

Order (Public Procurement No.4) dtd 23 Feb 2023 on Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017

Gol vide Order (Public Procurement No.4) dtd 23 Feb 2023 has imposed Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017 on bidders from a country which shares a land border with India. Accordingly, following shall be complied by the Bidders while submitting bids.

A) Any bidder from a country which shares a land border with India will be eligible to bid in this tender, whether of goods or services (including consultancy services and non-consultancy services) only if the bidder is registered with the Competent Authority. Further, any bidder (including an Indian bidder) who has a Specified Transfer of Technology (ToT) arrangement with an entity from a country which shares a land border with India will be eligible to bid in any procurement whether of goods or services (including consultancy services and non-consultancy services) only if the bidder is registered with the Competent Authority.

B) The Competent Authority for the purpose of registration under this Order shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT). **The Bidder shall submit declaration / certificate as per Annexure "C" towards compliance of Public Order on Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017.** Any false declaration and non-compliance of the above would be a ground for debarment and further legal action in accordance with law.

C) Validity of registration: In respect of tenders, registration shall be valid at the time of submission of bids and at the time of acceptance of bids. In respect of supply otherwise than by tender, registration should be valid at the time of placement of order. If the bidder was validly registered at the time of acceptance / placement of order, registration shall not be a relevant consideration during contract execution

D) This order will not be applicable for cases stipulated in the Order (Public Procurement No.4) (as amended from time to time)

E) "Bidder" for the purpose of this Order (Public Procurement No.4) (including the term 'tenderer', 'consultant' 'vendor' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.

F) "Bidder from a country which shares a land border with India" for the purpose of this Order (Public Procurement No.4) means

- a) An entity incorporated, established or registered in such a country; or
- b) A subsidiary of an entity incorporated, established or registered in such a country; or
- c) An entity substantially controlled through entities incorporated, established or registered in such a country; or
- d) An entity whose beneficial owner is situated in such a country; or
- e) An Indian (or other) agent of such an entity; or
- f) A natural person who is a citizen of such a country; or
- g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

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Note: "Beneficial owner" for the purpose of above paragraph (C) will be as under:

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

Explanation-

a. "Controlling ownership interest" means ownership of, or entitlement to, more than twenty-five per cent of shares or capital or profits of the company;

b. "Control" shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholder's agreements or voting agreements;

(ii) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

(iii) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

(iv) Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

(v) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

G) "Agent" for the purpose of this Order (Public Procurement No.4) dtd 23 Feb 2023 is a person employed to do any act for another, or to represent another in dealings with third persons.

I) "Transfer of Technology" means dissemination and transfer of all forms of commercially usable knowledge such as transfer of know-how, skills, technical expertise, designs, processes and procedures, trade secrets, which enables the acquirer of such technology to perform activities using the transferred technology independently.

J) In works contracts, including turnkey contracts, contractors shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

To be included in Liable for Rejection Clause

Bidders not furnishing declaration / certificate as per Annexure "C" towards compliance of Public Order on Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), within given period and associated documents.

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Annexure "C"

Declaration of Compliance of Order (Public Procurement No.4) dtd 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.4) dtd 23 Feb2023 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.4) dtd 23 Feb 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 certify that M/s(name of bidder entity) **is not from such a country and does not have any specified Transfer of Technology (ToT) from such a country / is from such a country or if having specified ToT from such country, has been registered with the Competent Authority (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 certify that M/s(name of bidder entity) **is not from such a country or, if from such a country, has been registered with the Competent Authority (strike out whichever is not applicable)** and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]

5) 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 18 of the Public Order on Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017

AUTHORISED SIGNATURE: _____

DATE: _____

Seal / Stamp of Bidder