



## TENDER TERMS FOR

PROCUREMENT OF SERVICES FOR WATCHKEEPING OF AC & REF PLANTS ON Y-12707 FROM  
M/s. AIR CONTROL & CHEMICAL ENGINEERING CO LT AHMEDABAD

(SINGLE NOMINATED TENDER)

1. **DESCRIPTION & SCOPE OF WORK:** Procurement of services for watch keeping of AC & REF plants on Y-12707 from M/s. Air control & chemical engineering co. Lt., Ahmedabad

The brief is as under:

- a) **Competent watch keeper required for watch keeping of AC (06 in nos.) & REF (02 nos.) for Y12707**
- b) One Competent/qualified watch keeper required for each Section (FWD/MID/AFT AC & REF Compartments) as combination of 1<sup>st</sup>, 2<sup>nd</sup> & 3<sup>rd</sup> shifts as per MDL shifts **or** as and when required/intimated by MDL till commissioning of the ship at MDL/MbPA/ND(Mb).
- c) **One Manday is equal to 08 hours of the work.**
- d) Plants are to be started, operated, monitored and stopped as per standard operating procedure of M/s ACCEL along with watch keeping inclusive of safeguarding the equipment and its accessories.
- e) In case of any defects, the watch keeper has to inform immediately to concerned authorities of M/s ACCEL for corrective action, which shall be covered under warranty of the plants.
- f) Running parameters have to be recorded and maintained in the logbook issued by User Department/MDL.
- g) Watch keepers to be deputed within 48 hours on intimation from MDL
- h) M/s ACCEL shall adhere to all Govt. guidelines /order from Gol & GoMH issued time to time.
- i) Tools and Tackles which are required for watch keeping are to be in M/s ACCEL scope.
- j) Watch keeping team needs to be an independent team from regular team of service engineers for STW / Commissioning of M/s ACCEL supplied equipment.
- k) All safety guidelines to be followed onboard including marking of attendance on the safety register of the ship.
- l) Payment will be done subject to consumption of Mandays, through WCC by OIC-E/Y12707
- m) **Service will be availed w.e.f. 01.03.2024 till D448 of Y-12707 or 28.02.2025 whichever is earlier.**

2. **BID REJECTION CRITERIA**

**A. CATEGORICAL REJECTION CRITERIA:**

(i) Bidders who are debarred under PPP MII order 2017, GeM, CPPP including Tender holiday issued by MDL.

(ii) Bids received without Integrity Pact duly signed by the bidder on each page (Format is enclosed at the end of ATC).

**B. LIABLE REJECTION CRITERIA:**

(i) **Bid received from any other vendor than M/s. Air Control & Chemical Engineering Co. Ltd. Ahmedabad will not be considered for the subject requirement.**

(ii) Failure to submit sufficient or complete details for evaluation of the bids within a week.

(iii) Incomplete / misleading / ambiguous bids in the considered opinion of TNC /CNC.

(iv) Bid with technical requirements and or terms not acceptable to MDL/Customers/External agency nominated as applicable.

(v) Any deviation sought, which is not accepted to MDL.



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- (vi) Bidders not submitting self-certification for local content.
- (vii) Bid received from non –local supplier i.e. Bidder who submit their quote with less than 20% local content.
- (viii) 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 (Please refer tender clause Land Border in this regard).
- (ix) Any deviation w.r.t. of tender documents.

### 3. **SUBMISSION OF OFFER IN SINGLE BID SYSTEM:**

a) **Part I (Techno Commercial Bid)**: The bidder shall ensure following are essentially included in the Part-I bid:

- (i) Declaration of Local Content as specified in the tender.
- (ii) Annexure-C for Land Border.

b) **Part-II (Price Bid)**: Prices for each of the listed items has to be uploaded on GEM.

### 4. **TAXES & DUTIES**: The quoted rates shall be inclusive of taxes & duties as per GEM guidelines.

### 5. **INTEGRITY PACT (IP) (Refer attached annexure at the end of ATC)**: The Integrity pact essentially envisages the agreement between prospective vendors / bidders & buyers committing the person/officials of both the parties not to exercise any corrupt influence on any aspects of the contract. Only those vendors/bidders who enter into such an integrity pact with the buyer would be competent to participate in the bid. Therefore, non-acceptance and non-submission of IP by the vendors/bidders shall be categorically rejected and no further communication in this regard will be entertained by MDL. The format of integrity Pact is enclosed with tender documents. IP shall be submitted on plain paper.

The ‘Integrity pact’ dully filled as per enclosed format to be submitted along with the offer. Bidders to ensure that each page of Integrity pact shall be duly signed by the bidder. Non-submission of Integrity Pact by the bidders duly signed on each page along with Part-I bid shall be categorical rejected. Bidders shall send original IP immediately to MDL post submission of bid.

**Independent External Monitors (IEM)**: The following Independent External Monitors (IEMs) will have the power to access the entire project document and examine any complaints received by him. In case of any change in IEMs it will be informed accordingly.

For any administrative enquires and clarification on tender, bidders shall contact Commercial Dealing Executive. In case of issues related to Integrity Pact (IP) please contact Independent External Monitor (IEM) whose details are as below:

Mr. P V Rao

Email id: pasupuletirao@yahoo.co.in

### 6. **INSPECTION**:

- a) Plants are to be started, operated, monitored and stopped as per standard operating procedure of M/s. ACCEL along with watch keeping inclusive of safeguarding the equipment and its accessories.
- b) Watch keepers to be deputed within 48 hours on intimation from MDL and Work Completion Certificate as per MDL format to be signed & stamped by OIC-E of Yard-12707.



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7. **CONTACT DETAILS FOR QUERIES:** In case of any clarifications regarding tender condition/TSP/specification, bidders are requested to contact the following person, before the closing date of the tender.

<b><u>Planning Dept.</u></b>	Mr. LVNL Prasad , M (P- Engg)	+91 22 23763092	lvnlprasad@mazdock.com
<b><u>Commercial Dept.</u></b>	Mr. Vishal Salvi Manager (C-P15B)	+91 22 23762760	vmsalvi@mazdock.com

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

Yours faithfully,  
**For MAZAGON DOCK SHIPBUILDERS LIMITED**

**VISHAL SALVI  
MANAGER (C-P15B)**



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### INTEGRITY PACT (IP) FORMAT

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

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

#### Preamble

	The Principal/Buyer intends to award, under laid down organizational procedures, contract/s for .....The Principal/Buyer values full compliance with all relevant laws of the land rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder(s) and /or Contractor(s). In order to achieve these goals, the Principal/Buyer will appoint an Independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.
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#### Section 1 - Commitments of the Principal/Buyer:

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

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

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



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	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.
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 tender 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 or during execution of Contract 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 <u>six</u> months and maximum of <u>five</u> years, which may be further extended at the discretion of the Principal/Buyer.
2)	A transgression is considered to have occurred, if the Principal/Buyer 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.



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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.
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### **Section 4 – Sanctions for Violation:**

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



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		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 - 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 sector enterprise in India that could justify his exclusion from the tender process.
(2)	If the bidder makes incorrect statement on this subject, he can be disqualified from the tender process or further action can be taken.

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

(1)	The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in 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 7 - 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.
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### **Section 8 - Independent External Monitor/Monitors:**

(1)	The Principal/Buyer appoints competent and credible independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively whether and to what extent the parties comply with the obligations under this agreement.
(2)	The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairman & Managing Director of the Principal/Buyer.
(3)	The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all project documentation of the Principal/Buyer including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, 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



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	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 entitle 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/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 9 - Pact Duration:**

	<p>This pact begins when both parties have legally signed it. It expires for the Contractor <b>12 months</b> after the last payment under the contract and for all other Bidders <b>06 months</b> after the contract has been awarded.</p> <p>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 &amp; Managing Director of the Principal/Buyer.</p>
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### **Section 10 - Other provisions:**

(1)	This agreement is subject to Indian Law, place of performance and jurisdiction is the Registered Office of the Principal/Buyer, i.e. Mumbai (For MDL). The Arbitration clauses provided in the 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 11 – Fall Clause: #**

“The Bidder undertakes that it has not supplied/is not supplying similar products/ systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the 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, then 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.”

For & on behalf of  
Mazagon Dockshipbuilders Limited  
(Office Seal)

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





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Place \_\_\_\_\_

Date \_\_\_\_\_

Witness 1:

(Name & Address)

\_\_\_\_\_

Witness 2:

(Name & Address)

\_\_\_\_\_