



निविदा पृच्छताछ
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

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|-----------------------------|--------------|--|-------------------------|
| निविदा सं./Tender No | 1200003434 | विभाग/Department | EY COMMERCIAL |
| क्रय अधिकारी/Purchase Exec. | AMIT PRAKASH | क्रय अधिकारी/Purchase Exec. | AMIT PRAKASH |
| सेवा में /To | | दूरभाष सं./Telephone No | 23763570 |
| | | फैक्स सं./Fax No | 23741386 |
| | | ई-मेल/E-Mail | amitprakash@mazdock.com |
| दूरभाष सं./Telephone | | निविदा सं./Tender No | 1200003434 |
| फैक्स सं./Fax | | निविदा तिथि/ Tender Date | 03.09.2025 |
| ई-मेल/E-Mail | | निविदा बंद की तिथि/Tender Closing Date | 10.09.2025 |
| | | निविदा बंद होने का समय/Tender Closing Time | 12:00:00 |
| | | आरएफक्यू सं./RFQ No | 2050003114 |

| | | |
|--|-------|------------------------------|
| 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 | | 10.09.2025,15:00:00 |
| 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 & Name, Tender Number, closing date & time and RFQ Number in your Quotation & related correspondence)

प्रिय महोदय/महोदया
Dear Sir / Madam ,

विषय /SUB:- PROCUREMENT OF 13 TYPES OUT OF 19 B&D SPARES FOR HYDRAULIC AND FRESH WATER STAINLESS STEEL VALVES (MU18-N)

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 :- B & D Spares for MU18-n सामग्री वर्णन/Material Description :B & D Spares for POS- MU18-n. | 1 SET | 20.08.2026 |

| क्र सं. SL.No. | सामग्री / सेवा विवरण Material / Service Details | मात्रा / इकाई Quantity / unit | आपूर्ति तिथि Delivery Date |
|-------------------|--|----------------------------------|-------------------------------|
|-------------------|--|----------------------------------|-------------------------------|

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

Mazagon Dock Shipbuilders Limited
Single tender (T.No.-1200003434)

TENDER ENQUIRY FORM (TEF)

Part-A

DIVISION: SUBMARINE

DEPARTMENT- COMMERCIAL (EAST YARD)

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

MAZAGON DOCK SHIPBUILDERS LIMITED (MDL), INVITES COMPETITIVE BIDS from reputed **Bidder / Supplier** only in **SINGLE BID SYSTEM (Part-I Techno Commercial Bid and Part-II Price Bid)** for the following Work / Supplies. This is a **Single Tender on M/s Sofema, France**. Unsolicited bids submitted by all other vendors will be summarily rejected.

Issue of E - Tender Enquiry Document: This e-tender enquiry can be downloaded from our E-procurement website <http://eprocuremdl.nic.in>. To login and quote against this e-tender on E-procurement portal, bidders should have Digital Signature Certificate (DSC). The details of DSC are available on the MDL website.

Tender opening: Technical bid (PART-I) along with price bid will be opened immediately after the tender closing date and time through e-procurement portal. Bidders can view details of quotation received against tender after tender opening on e-procurement website.

SUB: - Procurement of B&D Spares for Hydraulic & Fresh Water Stainless steel valves (MU18-n), [POS: SCI - 049263-M] from M/s Sofema, France

Detailed list of supplies/services is given in Rate sheet at Enclosure 03 and ADDITIONAL INFORMATION FOR B&D SPARES at Enclosure 02. Any clarifications, if required can be obtained by informing in writing to DM (D-EY), E-mail- @ aritrarouth@mazdock.com for technical queries .

1. Description:

Procurement of B&D Spares (Hydraulic & Fresh Water Stainless steel valves (MU18-n), [POS: SCI -049263-M] from M/s Sofema, France

Note:-

- i) Bidders shall confirm that the Scope of Supply at Enclosure-2 is fully understood by them.

| SR NO. | Material /service details | QTY | Unit |
|--------|---|-----|------|
| 1 | ES SYSTEM VALVE | 4 | Nos |
| 2 | SPARE KIT FOR Ball Valve DN 15 ISO PN 16 (Ball Valve DN 15 ISO PN 16,RN.NO.18RT000K0163 ,COPIC-K3246657) | 1 | Nos |
| 3 | SPARE KIT FOR Ball Valve DN 20 ISO PN 16 (Ball Valve DN 20 ISO PN 16, RN. NO.-18RT000K0164 COPIC-K3246658) | 1 | Nos |
| 4 | SPARE KIT FOR Ball Valve DN 25 ISO PN 16 (Ball Valve DN 25 ISO PN 16, RN NO.-18RT000K0165, COPIC-K3246659) | 1 | Nos |

| | | | |
|----|---|---|-----|
| 5 | SPARE KIT FOR Ball Valve DN 32 ISO PN 16 (Ball Valve DN 32 ISO PN 16, RN NO.18RT000K0166,COPIC-K3246660) | 1 | Nos |
| 6 | SPARE KIT FOR Ball Valve DN 40 ISO PN 16 (Ball Valve DN 40 ISO PN 16, RN NO.18RT000K0167, COPIC-K3246661) | 1 | Nos |
| 7 | SPARE KIT FOR Ball Valve DN 50 ISO PN 16, Equipment (Ball Valve DN 50 ISO PN 16, Equipment part no.18RT000K0168 Copic no.K3246662) | 1 | Nos |
| 8 | SPARE KIT FOR Ball Valve DN 65 ISO PN 16 (Ball Valve DN 65 ISO PN 16, Equipment part no.18RT000K0169, Copic no.K3246663) | 1 | Nos |
| 9 | SPARE KIT FOR Ball Valve DN 80 ISO PN 16 (Ball Valve DN 80 ISO PN 16, Equipment part no.18RT000K0170, Copic no.K3246664) | 1 | Nos |
| 10 | SPARE KIT FOR Ball Valve DN 15 ISO PN 100 (Ball Valve DN 15 ISO PN 100, Equipment part no.18RT000K0307, Copic no.K3246285) | 1 | Nos |
| 11 | SPARE KIT FOR Ball Valve DN 50 ISO PN 100 (Ball Valve DN 50 ISO PN 100, Equipment part no.18RT000K0286, Copic no.K3246284) | 1 | Nos |
| 12 | SPARE KIT FOR Ball valve for isolation DN 10 ISO PN 15 (Ball valve for isolation DN 10 ISO PN 150, Equipment part no.18RT000K0285, Copic no.K3246794) | 1 | Nos |
| 13 | SPARE KIT FOR Ball Valve for Isolation and Adjustment Ball Valve for Isolation and Adjustment ND8 ISP NP150, Equipment part no.18RT000K0284, Copic no.K3246N11) | 1 | Nos |

2. Instructions to the bidder:

- Bidder should submit all documents strictly through e-procurement only.
- In case of supply/services of duplicate / spurious / substandard items by the firm, MDL will resort to prosecution of the firm by legal action with all the stringent measures against the firm for supplying such items which had led to delay of the project of national importance and has endangered the national security. The firm will also be blacklisted in MDL & will be debarred from quoting in future MDL tenders and the same will be intimated to all other public sector undertakings and other Government organization.
- Delivery date mentioned in the RFQ/Tender is tentative. However, bidders have to follow delivery schedule as per purchase order. Noncompliance of the same beyond the contractual terms may lead to imposition of liquidated damages or cancellation of contract/ Purchase order.
- Bidders should submit all documents strictly through e-procurement only. Physical copy of the bid or through any other mode will not be accepted for considering the bid.

3. Validity Period of Bid

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

4. Submission of offer in Single Bid System:

Offer must be submitted in single part and Soft Copies/Scanned Copies of below mentioned documents/details are to be attached through e-procurement only:

- i. Bidder's Statement on their Company Letterhead indicating Tender No, Tender Date, confirming compliance and acceptance on the Scope of Supplies and other Terms and Conditions as included in this tender enquiry, duly signed, stamped and dated by bidder's authorized person(s).
- ii. **Price bid:** This should contain only the PRICES for the listed item strictly in the prescribed format provided with the **e – tender at Enclosure-03**. Prices mentioned/specified in any other format will not be considered for evaluation.
- iii. Technical Bid clearly indicating item wise descriptions & other details such as specifications, make/model, drawings etc as relevant to the offered materials.
- iv. Sample format of shipping instructions (Enclosure-18) and extract of official secret Act 1923 (**Enclosure-8**) must be signed, stamped with company seal and submitted along with Part-I of the offer as a token of acceptance of the terms & conditions by the bidders.
- v. Price schedule BLANKING the PRICES but clearly indicating 'QUOTED / NOT QUOTED' as applicable against each of the listed item in the prescribed format (**Enclosure-03**).
- vi. Bidder to submit acceptance on clauses of Tender Enquiry Form (TEF), and GENERAL CONDITIONS OF CONTRACT (GCC) as 'ACC OR DEV' as applicable for each of the clause at tender (**Enclosure-01 & 05** respectively).
- vii. Bidder to submit Deviation sheet at **Enclosure-16** in case of any deviation from TEF & GCC.
- viii. Bidder to submit their complete Bank details for payment by NEFT as per **Enclosure-21**.
- ix. Bidder to submit format of End User Certificate, in case required by the bidder.
- x. Product data sheets / Catalogue / Technical Specification of the offered material.
- xi. The bidder has to enclose filled signed and stamped certificate for "Declaration of Compliance on Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017" as per the **enclosure-06, Annex(c)**.
- xii. Firm to submit detail of required information in ILMS format as per **Enclosure-18** (Hard Copy +Soft copy in Excel)
- xiii. Requirement Matrix at **Enclosure-20** duly filled and signed by the bidder confirming applicability of following requirements indicating "Yes" or "No" corresponding to each item.
 - a) Special provision for handling requirements
 - b) Storage & preservation requirements
 - c) Shelf life requirements
 - d) Submission of Technical data sheets by Supplier
 - e) Hazardous item

5. Delivery Schedule/period:

Indicative Time Schedule for arrival of ordered materials in MDL, Mumbai is as below:

| MDL Yard Ref No. | Foreign Supplier: Desired time for delivery for foreign bidder: Arrival of materials in MDL, Mumbai for CIF/CIP-Mumbai Basis |
|------------------|---|
| Y-11874-D | D+12 Month where D is date of placement of order |

Note:

- i. Bidders are requested to confirm the above delivery schedule in their offer. In case the proposed delivery is unable to achieve, you shall submit minimum delivery lead time from date of placement of order. In case of unusually high lead time in opinion of MDL, MDL have choice to not consider offer of bidder. **Bidder shall**

inform delivery lead time required for CIP/CIF delivery. The lead time shall include the time required for export license & order acceptance.

- ii. In case the material is not delivered by the supplier within the scheduled delivery date then the new delivery dates must be intimated two weeks before scheduled delivery date and progress report to be submitted by supplier on weekly basis.
- iii. INCOTERM for Delivery (For Foreign Bidder): CIP/CIF- Port of Delivery basis. Bidder shall strictly mention the Delivery date for CIP/CIF.
- iv. Delivery date to be considered for the purpose of Liquidated Damages (if any) will be Date of Bill of Lading /Air way Bill.

6. Bid Rejection Criteria

i) Categorical Rejection Criteria

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

- ~~(a) Bids received after tender closing date and time.~~
- (b) Bids received other than through e-procurement.
- ~~(c) Bidders who are debarred under PPP MII order 2017, GeM, CPPP including Tender holiday issued by MDL.~~
- ~~(e) Bids received without EMD (other than those who are exempted from payment of EMD).~~
- ~~(f) In single stage Two Bid system non submission of either Technical Bid or Financial Bid for Manual Tender.~~

ii) Liable for Rejection Criteria

- (a) Non-compliance/non-acceptance to any of the terms and conditions of the tender shall render the bid liable for rejection. Equal time and opportunity for submission of deficient techno commercial documents and clarification shall be given to the bidders. Bidders are required to submit such documents / clarifications within the duration / date stipulated by MDL failing which their bids will be rejected.
- (b) Bids received without Integrity Pact duly signed by the bidder on each page.

7. Performance Security Bank Guarantee (PSBG):-

- i) The bidder shall submit Performance Security {Performance Bank Guarantee (PBG) cum Security Deposit (SD)} for an amount of 5 % of the value of the contract (excluding taxes & duties) as per **Enclosure-10** and valid for a period of two month more than warranty period or agree for retention of equivalent amount by MDL up to the period till completion of contractual & Guarantee/ Warranty obligations.
- 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) In cases if the supplier / contractor has not submitted the Performance security and already commenced supply / services, Performance security will be withheld from his bills, if any. In such case, interest will be recovered for the period starting from 26th day of transmission / notification of order/contract by any mode and amount involved at the relevant rate of interest. For foreign supplier, it will be EUROBOR/LIBOR plus 2%. For Indian suppliers, it will be SBI BPLR plus 2%.
- iv) 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.
- v) In case of failure to submit performance security by the supplier within 25 days of transmission / notification of order by any mode, EMD (if available) will be forfeited and MDL reserves the right to cancel the order and invoke the risk purchase clause.
- 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 will be refunded to the contractor without interest, after duly performing and completing the contract in all respects.
- ~~vii) No exemption will be granted to any unit including MSME, SSI units and MDL Registered suppliers.~~
- viii) In the event of defects due to poor workmanship leading to non-performance of the Equipment/Item and bidder failure to attend the Guarantee/Warranty defects within 45 days from date of intimation or as agreed during TNC the performance security shall be forfeited.

ix) If it is established that the contractor has failed to comply with the Guarantee/warranty obligations, the PSBG will be encharged by MDL. MDL's decision in this regard shall be final and binding on the supplier / contractor.

8. Warranty:

The items/material are to be warranted for minimum 18 months from CIF/CIP for Imported spares.

For further detailed clauses, refer to Para 5 of Enclosure-2(ADDITIONAL INFORMATION FOR LBO SPARES)

9. Pricing:

- i) Bidder shall quote firm & fixed prices for the delivery on CIP/CIF (port of delivery) basis. Prices on the basis of ex-works are not acceptable. The prices quoted shall remain firm and fixed during the currency of the order / contract unless agreed otherwise by MDL. Needless this is to state that the delivery terms by way of high sea sales / sale in transit are not acceptable.
- ii) Bidder shall quote the prices in the Rate Sheet Format provided in e-tender.
- iii) The reference price, if any, indicated anywhere in the tender document against each line item is only notional and has no commercial relevance. Therefore, such reference price should not be considered as guidance price and the bidders shall quote their price based on their costing and pricing policies.
- iv) Quoted prices shall be for supply of materials inclusive of all documentation of Commercial, Technical or any other nature as contained in this tender enquiry.

10.Payment Terms:

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

Payment for the value of supply as reduced by any deductibles and/or the amount leviable towards liquidated damages if any, will be made through Letter of Credit (LC) against submission of following documents:

- i. Set of Original + 2 Copies of signed Invoice showing item-wise prices as per the order.
- ii. Set of Original + 2 Copies of signed packing List clearly showing list of items packed.
- 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.
- iv. Set of Original + 2 Copies Certificate of approval OR Release Note from MDL nominated Inspection agency.
- v. Certificate of country of origin of the goods to be given by the seller or a recognised chamber of commerce or another agency designated by the local Government for this purpose.
- vi. Original + 2 Copies of Warranty/Guarantee Certificate in prescribed format.
- vii. Performance Bank Guarantee in Original + 2 copies valid till the complete execution of the contract as per agreed terms and settlement of amounts, if any, by the supplier towards rebates/discounts/deductibles/liquidated damages if any.
- viii. Original + 2 Copies of all Manufacturer's Test Certificates (MTCs) / Reports, Drawings, Manuals, Procedures etc. as relevant to the ordered item.
- ix. Certificate Confirming that supplier has couriered / dispatched _____ sets of Non Negotiable Documents comprising of all Test reports / MTCs, Technical Documents, Drawings, Manuals, Procedures etc. and of Signed Invoices, Packing Lists, Bill of Lading/AWB marked as Freight Paid, Insurance Policy/Document, Freight Paid Certificate, MDL nominated Inspection Agency's Certificate of approval, Country of Origin Certificate, Guarantee/Warranty Certificate, Performance Bank Guarantee, directly to MDL.
- x. Original + 2 Copies of the Certificate issued by the classified society confirming seaworthiness of the vessel and that the shipment is made on vessels of not more than 15 years vintage.
- xi. Certificate issued by MDL confirming that the delivery is made in time and no liquidated damages / penalty is applicable OR in case of delays, admissible amount of liquidated damages/ penalty will be specified by MDL in this certificate for reduction of equal amount from supplier's invoice. (MDL will issue this certificate generally by email immediately on receipt of signed copy of invoice, packing list,

approval certificate of the nominated inspection agency, copies of B/L or AWB marked as Freight Paid, Insurance Policy/Document, Freight Paid Certificate or any other acceptable documents confirming dispatch on CIF basis).

- xii. Certificate confirming that the shipping instructions (inclusive of packing) have been followed while packing / shipment and forwarding of details for Freight and insurance to MDL.
- xiii. Any other document discussed during TNC/CNC/PNC.
- xiv. Set of Original + 2 copies of Tax residency certificate.
- xv. Set of Original + 2 copies of Non-Permanent Establishment certificate.

Note:

- i. Firm will intimate the Readiness of Shipment (RFS) along with request for opening of LC at least 60 days before the shipment and L/C will be opened 30 days before the delivery. However, the delivery date indicated in the PO is required to be abided with. Firm shall send intimation of RFS along with copy of COC, any other document discussed during TNC/CNC meeting. As per delivery terms (INCO Terms CIP), your consignment should reach Mumbai Airport/Nhava Sheva Sea Port on or before the delivery date indicated in the PO. As the material in the PO is critically required, you are requested to accord top priority for delivery of material. Early delivery will be highly appreciated. If L/C opening request sent less than 60 days before the shipment, any delay in opening L/C will not be on the account of MDL.
- ii. Firm to intimate the pre alert document and submit all relevant documents mentioned in payment terms required for custom clearance such as Airway bill/Bill of Lading, Invoice, packing list well in advance (minimum 15 days) before reaching destination.
- iii. Firm to intimate the pre alert document such as Airway bill/Bill of Lading, Invoice, packing list well in advance before 2 day of air shipment. Any Demurrage/Penalty and other charge due to delay in submission of document from supplier will be recovered at actual during payment certification.
- iv. All the shipping documents should clearly indicate the Purchaser's Order number, Letter of Credit no., Import License Number, IEC code (In the name of MDL), Bill of Lading Number/Airway bill number and 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 Import Export Policy.
- v. LC opening charges shall be borne by MDL. For opening LC, all charges outside India shall be borne by the Beneficiary (supplier).
- vi. In case the delivery date of the contract is extended to take care of delay in supply, for which the supplier is responsible, the tenure of the LC is also to be extended, but the expense incurred for such an extension (of LC) is to be borne by the supplier.
- vii. In case supplier seeks LC amendment for no fault of MDL or requires confirmation of LC then all charges towards LC amendment or confirmation of LC respectively shall be borne by the supplier.
- viii. The supplier shall arrange and pay for marine/air insurance, making MDL the beneficiary.

11. Taxes and Duties:

Prices quoted by **foreign bidders** shall be inclusive of all taxes and levies which are payable in their country or country of origin but excluding only those taxes which are payable in India.

12. Deviations:

It will be our endeavor 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. Bidder shall abide by all the clauses of Tender Enquiry Form (T.E.F) & and GENERAL CONDITIONS OF CONTRACT (GCC) acceptance formats as per **Enclosures-01 & 05** contained therein should be properly filled, signed by the bidder along with (PART-I) techno-commercial bid. The bidder also hereby confirms acceptance & compliance to the Scope of Supply (**Enclosure-2**) and other Enclosures attached herewith. The bidder shall also abide statutory requirements, Official Secret Act 1923 clauses as per **Enclosure-8**.

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 (**Enclosure-16**) indicating all relevant details such as Number & description of the Clause, Reasons for Deviation and suggested alternative(s)

and submitted in the Technical Bid (PART-I) of 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 (Enclosure-16) WILL NOT BE CONSIDERED BY MDL.

13.Public Grievance Cell

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

14.Liquidated Damages

(a) 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.

(b) 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).

(c) Delivery date to be considered for the purpose of Liquidated Damages (if any) will be Date of Bill of Lading / Air way Bill.

15.Export License

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. The dealing commercial executive shall arrange the end user certificate and dispatch the same to the supplier most expeditiously.

16.Option Clause

MDL retains the right to increase/decrease the ordered quantity by up to 50 % at any time, till final delivery date (or the extended delivery date of the contract), by giving reasonable notice even though the quantity ordered initially has been supplied in full before the last date of the delivery period (or the extended delivery period).

~~17.Book Examination Clause (BEC)~~

~~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.~~

18.Consignee details:

The Supplier shall arrange dispatch of good by appropriate Sea / Air transport mode as per the order and consign the same to;

Material Superintendent (CWH MB)

Material Organisation,

Chirag Nagar, LBS Marg,

Ghatkopar (West), Mumbai 400086

An advance copy of invoices along with other relevant documents shall be forwarded to the purchaser sufficiently in advance to enable clearance of cargo to avoid demurrage.

19. Inspection and Testing

i) Supplier to submit: -

a) Certificate of Conformity as per MDL format at **Enclosure-17** conforming that the items supplied are as per the specification and description mentioned in the order signed by supplier.

b) Warranty certificate as per **Enclosure-12**.

c) Instructions manuals

d) Calibration certificate (if req)

ii) MDL shall carry out necessary inspection of the items on receipt, on the basis of an appropriate quality assurance system and inspection system requirements along with representative of the Owner. Any objection raised by MDL Quality Control Team against quality of materials or workmanship shall be satisfactorily corrected by the Contractor at his expense including replacement as may be required within shortest possible time within 30 days. Items damaged during transit shall also be rectified/replaced by the Contractor within shortest possible time. Goods accepted by the purchaser at the initial and final inspections, in terms of the contract, shall in no way dilute the purchaser's right to reject them later, if found deficient in terms of the warranty clause of the contract.

20. Breach of Obligation Clause with respect to Bid Submitted

In case of breach of any obligation mentioned under, the bidder shall be disqualified / debarred from the bidding process for a period of one year from the date of notification,

i) Bidder has withdrawn / modified / amended / impaired / derogated from the tender during the period of bid validity.

ii) Bidder fails or refuses to execute the contract upon notification of acceptance of bid by MDL during the period of bid validity.

21. Right to reject any or all bids

MDL reserves its right to accept or reject any or all bids, abandon / cancel the tender process, and issue another tender for the same or similar Goods/Services at any time before the award of the contract. It would have no liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for such action(s).

22. Integrity Pact

a) Bidder to submit Integrity Pact.

b) The duly signed Integrity Pact at **Enclosure-11** should be enclosed in sealed envelope along with your offer. Scan copy to be uploaded in tender and original to be given at MDL Commercial East Yard.

c) 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 will be liable for rejection.

d) For any administrative enquires and clarification on tender, bidders shall contact Commercial Dealing Executive.

e) In case of issues related to Integrity Pact (IP) please contact Independent External Monitor (IEM) whose details are as below:

i) Mr. M N Krishnamurthy, IPS (Retd)

————— Email id: krishnamurthymn19@gmail.com —————

ii) Mr. P V Rao

————— Email id: pasupuletirao@yahoo.co.in —————

23. Claims by firms

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

24. Debarment of bidders / suppliers:

- i) False declaration will be in breach of Code of Integrity under Rule 175(1)(i)(h) of GFR 2017 for which a bidder or its successors can be debarred for up to 2 years as per Rule 151(iii) of GFR 2017 along with such other actions as may be permissible under law.
- ii) A supplier who has been debarred by any procuring entity for violation of said Order shall not be eligible for preference under said Order for procurement by any other procuring entity for the duration of debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities, in such a manner that ongoing procurements are not disrupted.

25. Order Acceptance:

Successful bidder shall acknowledge the receipt and communicate in writing their unconditional acceptance of order within 10 working days from the date of placement of the order. If nothing to the contrary is received within 10 working days from the date of placement of order, it shall be understood that the order has been accepted.

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

For MAZAGON DOCK SHIPBUILDERS LIMITED

Amit Prakash, DM (C-EY)

Email: amitprakash@mazdock.com

Phone: 022-2376-2604

(Purchase Executive)

List of enclosures:

1. Enclosure 1: TEF acceptance Format.
2. Enclosure 2: ADDITIONAL INFORMATION FOR LBO SPARES
3. Enclosure 3: Rate sheet
4. Enclosure 4: General Conditions of Contract (GCCs)
5. Enclosure 5: Acceptance format for General Conditions of Contract (GCCs)
6. Enclosure 6: Declaration of Compliance on Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017
7. Enclosure 8: Extract of provisions of the official secrets act, 1923
8. Enclosure 10: Performa bank guarantee for Performance Security
- ~~9. Enclosure 11: Format for Integrity Pact~~
10. Enclosure 12: Format for warranty certificate
11. Enclosure 16: Deviation Sheet Performa
12. Enclosure 17: Format for Certificate of Conformity
13. Enclosure 18: ILMS Format
14. Enclosure 19: Format of Shelf Life Certificate, if applicable
15. Enclosure 20: Requirement Matrix

Note: Bidders have to upload filled and signed enclosures along with the offer

Enclosure-1**TEF ACCEPTANCE FORMAT**

| TEF CLAUSE No. | BIDDER'S REMARK | TEF CLAUSE No. | BIDDER'S REMARK | TEF CLAUSE No. | BIDDER'S REMARK |
|-------------------|----------------------|-------------------|----------------------|-------------------|--------------------|
| 1. | ACC / DEV | 2. | ACC / DEV | 3. | ACC / DEV |
| 4. | ACC / DEV | 5. | ACC / DEV | 6. | ACC / DEV |
| 7. | ACC / DEV | 8. | ACC / DEV | 9. | ACC / DEV |
| 10. | ACC / DEV | 11. | ACC / DEV | 12. | ACC / DEV |
| 13. | ACC / DEV | 14. | ACC / DEV | 15. | ACC / DEV |
| 16. | ACC / DEV | 17. | ACC / DEV | 18. | ACC / DEV |
| 19. | ACC / DEV | 20. | ACC / DEV | 21. | ACC / DEV |
| 22. | ACC / DEV | 23. | ACC / DEV | 24. | ACC / DEV |
| 25. | ACC / DEV | | | | |

COMPANY'S NAME & ADDRESS:

SIGNATURE:

DATE:

NAME:

DESIGNATION:

BIDDER'S COMPANY SEAL:

Note:

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

ADDITIONAL INFORMATION FOR LBO SPARES

1. Scope of supply & quantity: As per PR. (These items are for 3 submarines [SM4-SM6].
2. Documentation: Following documents are to be provided in 02 hard copies & 02 soft copy:
 - (a) List of B & D spares in ILMS format as per enclosed format.
 - (i) Part numbers to be mentioned in the updated ILMS format must be exactly the same as indicated in OEM supplied technical manual
 - (ii) In case of change in part number firm must include additional column indicating the old part number as well as the revised part number.
 - (iii) In case the item has been delivered earlier (as part of B&D Spares for SM-1 to SM-3), the part numbers as provided in previous ILMS format should be provided.
 - (iv) Part number in packing list (during delivery of items) should match the part number provided by OEM in ILMS format.
 - (v) Updated ILMS format must be submitted along with offer.
 - (b) In case of obsolescence of ordered B&D spares (due to design changes implemented during construction of P-75 submarines), the OEM/ supplier shall provide the updated B&D Spares and inform the same.
 - (c) Certificate of Supplier-QC i.e. (Certificate of conformity) & calibration certificate if applicable to be provided with delivery
 - (d) Special provisions of storage /handling. To be provided with delivery.
 - (e) Periodic preservation procedure and de-preservation procedure to be provided along with details of shelf life. To be provided with delivery.
 - (f) For all shelf life applicable items, firms must submit shelf life data along with the offer. Further, firms must ensure 80% residual shelf life availability to MDL at the time of delivery.
 - (g) Weight and volume information. To be provided with delivery.
 - (h) Details of test and trials to be carried out prior using the spares if required. To be provided with delivery.
 - (i) Technical data sheet. To be provided with delivery.
 - (j) Digital photographs of each spare in digital media in jpeg format in a CDROM in not less than 800x600 resolution. To be provided with delivery.
 - (k) Details of software/ firmware version used in spare (wherever applicable, and also it should be same as latest version used on p75 platform. If not same to be updated by supplier whenever need arises).

Supplier to clearly indicate non applicability of any of the documents listed above.

3. Quality assurance, Standard of Design and workmanship:

The design, workmanship, quality and finish of the equipment shall conform to the latest standards / specifications applicable to Naval Ship / Submarine List of applicable standard / specifications should be indicated by SELLER in offer.

- Pre-despatch inspection-
 - (i) Imported spares-
 - (a) B & D spares- Supplier CoC
 - (ii) Indigenous spares - The respective CQAE-IN rep
- Receipt inspection-
 - (i) Inspection will be carried out by the Builder along with IN reps. A visual inspection would only be undertaken without resorting to opening sealed/hermetic packing.

4. Delivery Address-

- a. WED, Mankhurd (for CSM Items)
- b. Material Organisation (MO) Ghatkhopar (for MPM Items)

5. Warranty-Minimum 18 months from CIF/CIP for Imported spares and 18 months from delivery for Indian vendor.

(a) The equipment / system supplied shall be warranted to be free from design, manufacturing or performance deficiencies for a period of minimum 18 months from FOB / FCA delivery whichever is earlier.

(b) The items/material are to be guaranteed for a period of minimum 18 months from the date of supply of ordered materials in case of indigenous vendor and/or the items supplied shall have warranty for a period of minimum 18 months from the FOB delivery date of each item in case of foreign vendor.

(c) If within the period of warranty, the goods are reported by the Buyer to have failed to perform as per the specifications, the SELLER shall either replace or rectify the same free of charge, maximum within 45 days of notification of such defect received by the SELLER, provided that the goods are used and maintained as per instructions contained in the Operating Manual. Warranty of the equipment would be extended by such duration. Record of the down time would be maintained by user in log book. Spares required for warranty repairs shall be provided free of cost by SELLER.

(d) The SELLER also undertakes to diagnose, test, adjust, calibrate and repair / replace the goods / equipment arising due to accidents by neglect or misuse by the operator or damage due to transportation of the goods during the warranty period, at the cost mutually agreed upon. SELLER hereby warrants that necessary service and repair back up during the warranty period of the equipment shall be provided by the SELLER and he will ensure that the downtime is within 10% of the warranty period at any one time and not exceeding a cumulative period of 10% of the warranty period.

(e) In case the repairs of an item under warranty are to be carried out at the SELLER's premises, the item to be repaired shall be sent to the SELLER's premises, appropriately packed, at the cost of the SELLER. The mode of freight shall be decided by the SELLER. Repaired parts shall be entitled to the residual warranty period as the original part or six months whichever is later. Replaced part shall enjoy the same provision of warranty as the original one.

6. Packaging and Marking:

(a) Packaging: Should be strongly and securely packaged for sea transportation in a minimum cubic space, in such a manner as to prevent damage and pilferage in transit from point of shipment to final destination. Metal & moving parts where necessary, shall be well protected with preservatives to prevent rusting during transit and shelf life period. The main equipment, accessories and spares should all be separately packed. The SELLER shall insert in each container a fully itemized packing list to show container number, contents, quantity, gross and net weights and cubic measurements. Deliverable items and each type of spares shall be packed and identified separately. The packing shall be suitable for storage of items for 5 years conforming to MIL 2073 standard. If represervation is required in this period, same is to be intimated in the offer by supplier.

(b) Marking: The marking on the containers, corresponding packing lists, etc., shall be clearly made to indicate the type of equipment packed inside the containers with stamped instructions that the container shall be stored in covered spaces and not exposed to the weather. Packages containing delicate and fragile material shall be marked in red block letter "FRAGILE", "DO NOT DROP". Marking & storage should be conformed to STANAG 4281.

(c) All packaging & markings shall generally conform to INCOTERMS, for CIF/CIP delivery, as applicable.

Scope of Supply

| Sr. No. | Conso.SR. No. | DESCRIPTION | EQUIPT. CODE / Part No. | RN No. | NCAGE | OEM | Final Revised Qty- | Unit | POS | MAIN ASSEMBLY |
|---------|-----------------|--|-------------------------|--------------|-------|------------------------|--------------------|------|--------|------------------------|
| 1 | SO-L-14-08-25-1 | ES SYSTEM VALVE | 18RT000K0167 | 18RT000K0167 | F6620 | Daher Vanatome, France | 4 | NOS | MU18-n | AFT FRESH WATER SYSTEM |
| 2 | SO-L-14-08-25-2 | SPARE KIT FOR Ball Valve DN 15 ISO PN 16 (Ball Valve DN 15 ISO PN 16,RN.NO.18RT000K0163 ,COPIC-K3246657) | K402405-01 | 18RT000K016 | F6620 | Daher Vanatome, France | 1 | NOS | MU18-n | AFT FRESH WATER SYSTEM |
| 3 | SO-L-14-08-25-3 | SPARE KIT FOR Ball Valve DN 20 ISO PN 16 (Ball Valve DN 20 ISO PN 16, RN. NO.- 18RT000K0164 COPIC-K3246658) | K402406-01 | 18RT000K0164 | F6620 | Daher Vanatome, France | 1 | NOS | MU18-n | AFT FRESH WATER SYSTEM |
| 4 | SO-L-14-08-25-4 | SPARE KIT FOR Ball Valve DN 25 ISO PN 16 (Ball Valve DN 25 ISO PN 16, RN NO.- 18RT000K0165, COPIC-K3246659) | K505590-01 | 18RT000K0165 | F6620 | Daher Vanatome, France | 1 | NOS | MU18-n | AFT FRESH WATER SYSTEM |
| 5 | SO-L-14-08-25-5 | SPARE KIT FOR Ball Valve DN 32 ISO PN 16 (Ball Valve DN 32 ISO PN 16, RN NO.18RT000K0166,COPIC-K3246660) | K505591-01 | 18RT000K0166 | F6620 | Daher Vanatome, France | 1 | NOS | MU18-n | AFT FRESH WATER SYSTEM |
| 6 | SO-L-14-08-25-6 | SPARE KIT FOR Ball Valve DN 40 ISO PN 16 (Ball Valve DN 40 ISO PN 16, RN NO.18RT000K0167, COPIC-K3246661) | K505592-01 | 18RT000K0167 | F6620 | Daher Vanatome, France | 1 | NOS | MU18-n | AFT FRESH WATER SYSTEM |
| 7 | SO-L-14-08-25-7 | SPARE KIT FOR Ball Valve DN 50 ISO PN 16, Equipment (Ball Valve DN 50 ISO PN 16, Equipment part no.18RT000K0168 Copic no.K3246662) | K505593-01 | 18RT000K0168 | F6620 | Daher Vanatome, France | 1 | NOS | MU18-n | AFT FRESH WATER SYSTEM |
| 8 | SO-L-14-08-25-8 | SPARE KIT FOR Ball Valve DN 65 ISO PN 16 (Ball Valve DN 65 ISO PN 16, Equipment part no.18RT000K0169, Copic no.K3246663) | K606375-01 | 18RT000K0169 | F6620 | Daher Vanatome, France | 1 | NOS | MU18-n | AFT FRESH WATER SYSTEM |
| 9 | SO-L-14-08-25-9 | SPARE KIT FOR Ball Valve DN 80 ISO PN 16 (Ball Valve DN 80 ISO PN 16, Equipment part no.18RT000K0170, Copic no.K3246664) | K606376-01 | 18RT000K0170 | F6620 | Daher Vanatome, France | 1 | NOS | MU18-n | AFT FRESH WATER SYSTEM |

| | | | | | | | | | | |
|----|------------------|---|------------|--------------|-------|------------------------|---|-----|--------|------------------------|
| 10 | SO-L-14-08-25-10 | SPARE KIT FOR Ball Valve DN 15 ISO PN 100 (Ball Valve DN 15 ISO PN 100, Equipment part no.18RT000K0307, Copic no.K3246285) | K402408-01 | 18RT000K0307 | F6620 | Daher Vanatome, France | 1 | NOS | MU18-n | AFT FRESH WATER SYSTEM |
| 11 | SO-L-14-08-25-11 | SPARE KIT FOR Ball Valve DN 50 ISO PN 100 (Ball Valve DN 50 ISO PN 100, Equipment part no.18RT000K0286, Copic no.K3246284) | K505607-01 | 18RT000K0286 | F6620 | Daher Vanatome, France | 1 | NOS | MU18-n | AFT FRESH WATER SYSTEM |
| 12 | SO-L-14-08-25-12 | SPARE KIT FOR Ball valve for isolation DN 10 ISO PN 15 (Ball valve for isolation DN 10 ISO PN 150, Equipment part no.18RT000K0285, Copic no.K3246794) | K304630-02 | 18RT000K0285 | F6620 | Daher Vanatome, France | 1 | NOS | MU18-n | AFT FRESH WATER SYSTEM |
| 13 | SO-L-14-08-25-13 | SPARE KIT FOR Ball Valve for Isolation and Adjustment Ball Valve for Isolation and Adjustment ND8 ISP NP150, Equipment part no.18RT000K0284, Copic no.K3246N11) | K304629-01 | 18RT000K0284 | F6620 | Daher Vanatome, France | 1 | NOS | MU18-n | AFT FRESH WATER SYSTEM |

Note:

1. Please refer addition info sheet for compete procurement related terms & conditions.
2. Firm to note that supply should be strictly as per part no. only.
3. Supplier to provide COC.
4. Receipt inspection at MO Ghatkopar (Mbi)

Enclosure-3**RATE SHEET PRESCRIBED FORMAT*****(Please quote on your letter head only)***

| SR NO. | Material /service details | QTY | Unit | Quoted/Not Quoted |
|---------------|--|------------|-------------|--------------------------|
| 1 | ES SYSTEM VALVE | 4 | Nos | |
| 2 | SPARE KIT FOR Ball Valve DN 15 ISO PN 16 (Ball Valve DN 15 ISO PN 16,RN.NO.18RT000K0163 ,COPIC-K3246657) | 1 | Nos | |
| 3 | SPARE KIT FOR Ball Valve DN 20 ISO PN 16 (Ball Valve DN 20 ISO PN 16, RN. NO.-18RT000K0164 COPIC-K3246658) | 1 | Nos | |
| 4 | SPARE KIT FOR Ball Valve DN 25 ISO PN 16 (Ball Valve DN 25 ISO PN 16, RN NO.-18RT000K0165, COPIC-K3246659) | 1 | Nos | |
| 5 | SPARE KIT FOR Ball Valve DN 32 ISO PN 16 (Ball Valve DN 32 ISO PN 16, RN NO.18RT000K0166,COPIC-K3246660) | 1 | Nos | |
| 6 | SPARE KIT FOR Ball Valve DN 40 ISO PN 16 (Ball Valve DN 40 ISO PN 16, RN NO.18RT000K0167, COPIC-K3246661) | 1 | Nos | |
| 7 | SPARE KIT FOR Ball Valve DN 50 ISO PN 16, Equipment (Ball Valve DN 50 ISO PN 16, Equipment part no.18RT000K0168 Copic no.K3246662) | 1 | Nos | |
| 8 | SPARE KIT FOR Ball Valve DN 65 ISO PN 16 (Ball Valve DN 65 ISO PN 16, Equipment part no.18RT000K0169, Copic no.K3246663) | 1 | Nos | |
| 9 | SPARE KIT FOR Ball Valve DN 80 ISO PN 16 (Ball Valve DN 80 ISO PN 16, Equipment part no.18RT000K0170, Copic no.K3246664) | 1 | Nos | |
| 10 | SPARE KIT FOR Ball Valve DN 15 ISO PN 100 (Ball Valve DN 15 ISO PN 100, Equipment part no.18RT000K0307, Copic no.K3246285) | 1 | Nos | |
| 11 | SPARE KIT FOR Ball Valve DN 50 ISO PN 100 (Ball Valve DN 50 ISO PN 100, Equipment part no.18RT000K0286, Copic no.K3246284) | 1 | Nos | |

| | | | | |
|----|---|---|-----|--|
| 12 | SPARE KIT FOR Ball valve for isolation DN 10 ISO PN 15 (Ball valve for isolation DN 10 ISO PN 150, Equipment part no.18RT000K0285, Copic no.K3246794) | 1 | Nos | |
| 13 | SPARE KIT FOR Ball Valve for Isolation and Adjustment Ball Valve for Isolation and Adjustment ND8 ISP NP150, Equipment part no.18RT000K0284, Copic no.K3246N11) | 1 | Nos | |

Note:-

The bidder hereby confirms to have quoted the unit rates and total item wise values only in the columns for delivery in MDL Mumbai East Yard stores excluding GST(if applicable) and taxes. Rate of GST and taxes applicable shall be indicated separately in terms of percentage of quoted basic price.

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

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

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

| | |
|---|--|
| a. The seller has read, understood and accept the complete Scope of work. (Yes/No) | |
|---|--|

| Taxes & Duties | | | |
|----------------|---|-----------------|---|
| | Tax head | Rate applicable | Percentage of total Amount on which the tax is applicable |
| 1 | GST | | |
| 2 | Any other Taxes/Duties (Bidder to specify) | | |

Name:

Designation:

Date:

Bidders Company Seal

GENERAL CONDITIONS OF CONTRACT (GCC)

The word 'Purchaser' refers to MAZAGON DOCK SHIPBUILDERS LIMITED, (MDL), a Company within the meaning of Companies Act, 2013 and it includes its successors or assignees.

The word 'Bidder' (including the term 'tenderer', 'consultant' 'vendor' or 'service provider' in certain contexts) means any legal entity such as firm(s) of Proprietorship / Partnership Firm / Limited Liability Partnership / Private Limited / Limited company / Society registered under Society's Act / Statutory Bodies/ Consortium/ Joint Venture etc. participating in a procurement process.

The word 'Owner' means the person or authority with whom Mazagon Dock Shipbuilders Limited (Purchaser) has contracted to carry out work in relation to which orders are placed by the Purchaser on the Bidder/Supplier/Contractor under this contract for supply or manufacture of certain items and would include Department of Defence Production, Ministry of Defence, Government of India, the Indian Navy, the Coast Guard and any other specified authority. Unless otherwise indicated specifically by the bidder / contractor in his bid, it shall be construed as his acceptance of all the conditions mentioned in this GCC.

1. TENETS OF INTERPRETATION

Unless where the context requires otherwise, throughout the contract:

- (a) The heading of these conditions shall not affect the interpretation or construction thereof.
- (b) Writing or written includes matter either whole or in part, in digital communications, manuscript, typewritten, lithographed, cyclostyled, photographed, or printed under or over signature or seal or digitally acceptable authentication, as the case may be.
- (c) Words in the singular include the plural and vice-versa.
- (d) Words importing the masculine gender shall be taken to include other genders, and words importing persons shall include any company or association or body of individuals, whether incorporated or not.
- (e) Terms and expression not herein defined shall have the meanings assigned to them in the Contract Act, 1872 (as amended) or the Sale of Goods Act, 1930 (as amended) or the General Clauses Act, 1897 (as amended) or of INCOTERMS, (current edition published by the International Chamber of Commerce, Paris) as the case may be.
- (f) Any reference to 'Goods' shall be deemed to include the incidental Works/ Services also.
- (g) Any generic reference to GCC shall also imply a reference to TEF as well.
- (h) In case of conflict, provisions of TEF shall prevail over those in GCC.
- (i) Any reference to 'Contract' shall be deemed to include all other documents (inter-alia GCC, TEF).
- (j) Any reference to any legal Act, Government Policies or orders shall be deemed to include all amendments to such instruments, from time to time, till date.
- (k) Fall Clause shall be expressly applicable in the case of Rate Contract.

2. LANGUAGE OF CONTRACT

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

3. GOVERNING LAWS AND JURISDICTION**3.1 Governing Laws and Jurisdiction**

- (a) This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Laws of India for the time being in force.
- (b) Irrespective of the place of delivery, or the place of performance or the place of payments under the contract, the contract shall be deemed to have been made at the place from which the Purchase Order/Contract/Letter of Intent has been issued. The courts of such a place shall alone have jurisdiction to decide any dispute arising out or in respect of the contract.

3.2 Changes in Laws and Regulations

Unless otherwise stipulated in the contract, if after the last deadline for the bid submission (Techno-commercial), any law, regulation, ordinance, order or bye-law having the force of law is enacted, promulgated, abrogated, or changed in India (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/ or the contract Price, then such Delivery Date and/ or Contract Price shall be correspondingly increased or decreased, to the extent that the contractor has thereby been affected in the performance of any of its obligations under the contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable.

4. CONFIDENTIALITY, SECRECY AND IPR RIGHTS

(a) IPR Rights

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

(b) Confidentiality

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

(c) Secrecy

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

(d) Obligations of the contractor

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

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

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

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

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

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

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

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

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

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

5. PERMITS, APPROVALS AND LICENSES

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

6. TRANSFER OF TITLE OF GOODS

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

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

7. EXTENSION OF DELIVERY PERIOD

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

(b) Conditions for Extension of Delivery Period

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

(i) Liquidated Damages

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

(ii) Denial Clause

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

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

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

(c) Liquidated damages

If the contractor fails to deliver any or all of the Goods or fails to perform the incidental Works/ Services (e.g. installation, commissioning or operator training) within the time frame(s) incorporated in the contract, MDL shall, without prejudice to other rights and remedies available to MDL under the contract, deduct from the contract price, as agreed liquidated damages, but not as a penalty, a sum equivalent to the 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.

8. DEFAULTS, BREACHES & TERMINATION OF CONTRACT

Termination due to Breach, Default, and Insolvency

(a) Defaults and Breach of Contract

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

(i) Default in Performance and Obligations

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

(ii) Insolvency

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

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

(b) Notice for Default

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

(c) Terminations for Default

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

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

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

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

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

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

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

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

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

(v) Prefer claims against insurances, if any.

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

(vii) Risk and Cost Procurement

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

Note: Regarding the Goods which are not readily available in the market and where procurement difficulties are experienced, the period for making risk procurement shall be nine months instead of six months provided above. (viii) Initiate legal proceedings in a for the recovery of the losses and damages, not addressable by the above means.

9. CLOSURE OF CONTRACT

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

10.COMMUNICATION AND LANGUAGE FOR DOCUMENTATION

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

11.PRESERVATION AND MAINTENANCE

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

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

12.FREIGHT AND INSURANCE.

(a) ~~For Indigenous Bidders~~

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

(b) For Foreign Bidders

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

13.DEMURRAGE

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

14.CANCELLATION OF TENDER

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

15.PURCHASER'S PROPERTY.

All property (such as materials, drawings, documents etc.) issued by the Purchaser or any other individual or firm on behalf of the Purchaser in connection with the contract shall remain confidential, being the property of the Purchaser and the Bidder/Supplier/Contractor shall undertake to return all such property so issued and will be

responsible for any or all loss thereof and damage thereto resulting from whatever causes and shall reimburse the Purchaser the full amount of loss and damage.

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

16.REJECTION OF MATERIALS

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

17.RECOVERY-ADJUSTMENT PROVISIONS

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

18.INDEMNIFICATION

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

19.TRANSFER OF SUPPLIERS / CONTRACTOR'S RIGHTS

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

20.SUBCONTRACT AND RIGHT OF PURCHASER

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

21.PATENT RIGHTS

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

22.AGENTS/AGENCY COMMISSION

The seller confirms and declares to the buyer that the seller is the original manufacturer or authorized distributor/stockiest of original manufacturer of the goods referred to in this contract and has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommended to the Buyer or any of its functionaries, whether officially or unofficially, to the award of the Contract / Purchase order to the Seller; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The Seller agrees that if it is established at any time to the satisfaction of the Buyer that the present declaration is in any way incorrect or if at a later stage it is discovered by the Buyer that the Seller has engaged any such individual/firm, and paid or intended to pay any

amount, gift, reward , fees, commission or consideration to such person, party, firm or institution , whether before or after the signing of this Contract / Purchase order, the Seller will be liable to refund that amount to the Buyer. The seller will also be debarred from participation in any RFQ/Tender for new projects/program with Buyer for a minimum period of five years. The buyer will also have a right to consider cancellation of the Contract either wholly or in part, without any entitlement or compensation to the Seller who shall in such event be liable to refund all payments made by the buyer in terms of the Contract along with interest at the rate of 2% per annum or 6% whichever is higher above LIBOR (London Inter Bank Offer Rate) (for foreign vendors) and base rate of SBI plus 2% (for Indian Vendors). The Buyer will also have the right to recover any such amount from any contracts concluded earlier with Buyer.

23. USE OF UNDUE INFLUENCE / CORRUPT PRACTICES

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

24. IMMUNITY OF GOVERNMENT OF INDIA CLAUSE

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

25. EXPORT LICENCE

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

26. BANNED OR DE-LISTED CONTRACTORS / SUPPLIERS

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

27. DUTY OF PERSONNEL OF SUPPLIER/CONTRACTOR

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

28. DISPUTE RESOLUTION MECHANISM AND ARBITRATION

(a) Dispute resolution mechanism(DRM)

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

(ii) In case of non-settlement by (i) above, if at any time, before, during or after the contract period any unsettled claim, dispute or difference arose between the parties, upon or in relation to or in connection with or in any way touching or concerning this tender/agreement/order/contract, the same shall be referred to the concerned Functional Director. The Functional Director shall then nominate an Executive of the rank of General Manager whom he thinks fit and competent or a Committee of Executives who/which shall then scrutinise the claims/disputes that have been referred to the concerned functional Director and make efforts for amicable settlements by mutual discussions/negotiations.

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

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

(b) Arbitration

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

29. JURISDICTION OF COURTS

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

30. CONTRACT LABOUR (REGULATION AND ABOLITION) ACT 1970

~~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

~~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

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

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

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

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

34. EMPLOYEES' PROVIDENT FUNDS AND MISCELLANEOUS PROVISIONS ACT, 1952

The Contractor / Bidder, where applicable, shall cover his employees deployed in the Purchaser's Yard under the Employees' Provident Funds and Miscellaneous Act, 1952, under the Family Pension Scheme, and 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.

35. EMPLOYEES' STATE INSURANCE ACT (Applicable for Services)

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

Contractor / Bidder should produce proof of such remittances to Corporate Personnel Department of MDL along with full details of contributions etc. within 25 days from the close of month. He shall also give an undertaking that he will not engage any one on our work who is not duly covered under the said Act and Scheme. The contract

~~employees who are out of coverage of ESI Act and Scheme should be covered under Group Insurance Policy linked with workman compensation Act. Those 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.~~

36. SAFETY

The Contractor / Bidder must observe all safety precautions in connection with the work to be performed by him, his agents or labourers. In the event of any accident happening in our yard resulting in loss of lives or otherwise damaging any part of the property, the contractor shall be required to make good the loss to the Company and shall be responsible for all consequences that follow from the loss and / or injuries to the persons involved in such accidents. The standard of safety to be observed in the Company shall be decided by the Executive-in-Charge Safety, or any Executive appointed for the purpose before the commencement of work in the yard. It will be essential for contractor to ascertain the standard precautions which contractor is required to observe in discharging his work as per the standards prevalent in MDL. The decision of MDL in matters concerning Safety shall be final and binding on the contractor.

The Contractor / Bidder shall be required to provide his workmen with Boiler Suits of any suitable colour other than blue or white, with the Name of the Contractor in prominent letters on the boiler suits along with personal protection gears like safety shoes, hand gloves etc. workmen of the Contractor / Bidder must wear throughout their working ~~while in the premises of MDL. Contractor's workmen working without safety gears are to be disallowed for work.~~

37. POLICE VERIFICATION OF EMPLOYEES

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

38. FORCE MAJEURE

If at any time during the execution of the goods / service order, the performance in whole or in part by either Purchaser or and by the Bidder(s) / Supplier(s) / Contractor(s) is / are delayed by any reason of force majeure situations such as acts of civil war, civil commotion, sabotage, hostilities, war, fires, explosions, epidemics, natural calamities like floods, earthquakes, volcanoes, storms, acts of God and laws of respective governments or any other causes beyond the control of either parties, hereinafter referred to as "events", provided notice of the occurrence of such event/s is / are communicated by either party, to the other party within 21 days from the date of occurrence thereof, neither party shall by reason such events be entitled to terminate the contract nor shall either party have any claim for damages against the other in respect of such non-performance and or delay in performance of the contract / order. Executions on either side shall be resumed as soon as practicable after such event has come to an end or ceased to exist and the decision of Purchaser as to whether activities can resume or not, shall be conclusive and final. Occurrence of the events to be certified by Chamber of Commerce / Indian High Commission or Embassies / Government in that Country. The performance in whole or in part under the captioned tender / contract is prevented or delayed by reason of any such event for a period exceeding sixty days either party may at its option terminate the contract / further processing of the tender. The relative obligations of both the parties remain suspended during the actual period of force majeure. The Purchaser may extend the delivery schedule as mutually agreed, on receipt of written communication from the Bidder / Supplier / Contractor regarding occurrence of 'Force Majeure' conditions, but not exceeding six months from the scheduled delivery date. If the 'Force Majeure' conditions extend beyond this period, the Purchaser shall have the right to cancel the order without any financial implication to the Purchaser or on terms mutually agreed to.

39. CODE OF INTEGRITY IN PUBLIC PROCUREMENT

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

39.1 Corrupt practice

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

39.2 Fraudulent practice

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

39.3 Anti-competitive practice

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

39.4 Coercive practice

Harming or threatening to harm, persons or their property to influence their participation in the procurement process or affect the execution of a contract. Purchase Manual 5th Edition - Goods & Services - Rev. 01 Dated 04.02.2025
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39.5 Conflict of interest

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

39.6 Obstructive practice

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

Enclosure-5**ACCEPTANCE FORM FOR GENERAL CONDITIONS OF CONTRACT (GCC)**

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

COMPANY'S NAME & ADDRESS:

SIGNATURE:

DATE:

NAME:

DESIGNATION:

BIDDER'S COMPANY SEAL:

NOTES:

1. Bidders should carefully read the General Terms & Conditions (GCC) of the Tender Enquiry prior to filling up this acceptance format.
2. This format should be properly filled, signed and returned by the bidder(s) along with their technical offer for considering their Bid.
3. Bidder(s) should indicate “ACC” for Accepted, “DEV” for Deviation Taken for each clause number in the above table.
4. Bidder(s) to attach Separate Sheet indicating all relevant details such as Number & description of the Clause, Reasons for Deviation and Alternative suggested for any deviations taken by them.
5. **Clause numbers shown in the above format also includes the sub-clauses under these clauses. For example, Clause no. ‘8’ means – Clause nos.-8.1, 8.2, 8.3.**

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

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

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 Enclosure-6 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.

Enclosure-6, 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

EXTRACT OF PROVISIONS OF THE OFFICIAL SECRETS ACT, 1923**SECTION 2(B); "PROHIBITED PLACE"**

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

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

SECTION 3: "PENALTIES FOR SPYING"

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

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

SECTION 4: "COMMUNICATION WITH FOREIGN AGENTS"

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

SECTION 5: "WRONGFUL COMMUNICATION OF INFORMATION"

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

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

Shall be guilty of an offence under this Act.

SECTION 6: "UNAUTHORISED USE OF UNIFORMS"

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

SECTION 7: "INTERFERING WITH OFFICERS OF POLICE"

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

SECTION 8: "DUTY OF GIVING INFORMATION"

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

SECTION 9: "INCITEMENT"

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

SECTION 10: "PENALTY FOR HARBOURING SPIES"

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

SECTION 11: "SEARCH WARRANTS"

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

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

Bidder's Signature.....

Bidder's Name.....

Company Seal.....

Enclosure-10

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

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

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

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

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

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

7. Notwithstanding anything contained herein above:

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

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

iii) We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before(validity + 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")

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.

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. Page No. 8.56 Amdt. No : 0 Date : 01/01/2015
- 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

4. Initiation of Banning / Suspension

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.

5. Suspension of Business Dealings

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.

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; Page No. 8.57 Amdt. No : 0 Date : 01/01/2015

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.

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

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 interconnected Agencies.

FORM OF WARRANTY CERTIFICATE

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

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

Description of Item(s).....

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

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

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

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

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

For and on behalf of

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

DEVIATION SHEET FORMAT
(Bidders to fill, sign & stamp this form in their bid)

To,
GM (C-EY)
MAZAGON DOCK SHIPBUILDERS LIMITED
COMMERCIAL DEPARTMENT-EAST YARD.

| Deviation Sr. No. | Page Sr. No. or Enclosure Reference 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. | | | | | |
| & so on... | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

COMPANY'S NAME & ADDRESS:

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

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 Submarine No.....are in conformity with the requirements of above mentioned PO No. Dtd.....

| Item no as per PO | Item Description as per PO | Measurement Unit | Quantity as per PO | Quantity accepted |
|-------------------|----------------------------|------------------|--------------------|-------------------|
| | | | | |
| | | | | |
| | | | | |
| | | | | |

2. We further certify that: -

- a. Each of the items supplied has been identified by permanent marks (such as Manufacturer Name, Model No. and Sr. No. of Item / Material No. (SAP No) of MDL as per PO) with appropriate method such as engraving / non erasable ink/punching where permissible.
- b. Each of the items supplied is as per the specified make and model described in the tender.
- c. Technical file contains all the certificates, reports/results, User Manual and other listed documents in FULL CO-RELATION with EACH OF THE ITEMS SUPPLIED. In other words, the Technical file is complete for all items supplied and each of the documents, certificates, reports in Technical file contains identification number corresponding to each item supplied.

| | |
|---------------------------------------|---|
| List of waivers accepted by the Buyer | List of waivers not accepted by the Buyer |
| Bidders to specify:- | NIL |

For and On Behalf Of

Supplier's / Manufacturer's Name

In Charge of Quality

Seal Signature & Date

Enclosure-18

DETAILS IN ILMS FORMAT

[illegible]

| | | | | | | | | | | | | | | | | | | | | |
|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|
| | | | | | | | | | | | | | | | | | | | | |
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| | | | | | | | | | | | | | | | | | | | | |

For and on behalf of

(Supplier/OEM's name)

In- charge of QUALITY
Sign, Seal, signature & date

Enclosure-19**FORMAT FOR SHELF LIFE CERTIFICATE OF ITEM**

| Sr. No | Material No. | Item Description | Batch No | Qty Supplied | Date of Manufacture | Date of Delivery | Shelf Life |
|---------------|---------------------|-------------------------|-----------------|---------------------|----------------------------|-------------------------|-------------------|
| 010 | | | | | | | |

For and on behalf of

(Supplier/OEM's name)
In- charge of QUALITY
Sign, Seal, signature & date

Enclosure-20**REQUIREMENT MATRIX****(to ascertain applicability & bidder's acceptance of following needs)**

| Item Sr. | Description | Qty | Unit | Technical Data Sheet | Special storage & handling provision | Preservation needs | Hazardous | Shelf Life |
|----------|-------------|-----|------|----------------------|--------------------------------------|--------------------|-----------|------------|
| 0010 | | | | Yes/No | Yes/No | Yes/No | Yes/No | Yes/No |
| 0020 | | | | Yes/No | Yes/No | Yes/No | Yes / No | Yes/No |
| 0030 | | | | Yes/No | Yes/No | Yes/No | Yes/ No | Yes/No |
| So on | | | | Yes/No | Yes/No | Yes/No | Yes /No | Yes/No |
| ... | | | | | | | | |

Note: Bidder to indicate applicability by indicating “Yes” or “No” as relevant for each line item and submit this enclosure duly filled & signed along with offer.

COMPANY'S NAME & ADDRESS:

SIGNATURE :

DATE :

NAME :

DESIGNATION :

BIDDER'S COMPANY SEAL:
