



MAZAGON DOCK SHIPBUILDERS LIMITED

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Division: Shipbuilding

Department: Material Purchase

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E-TENDER ENQUIRY (TWO- BID SYSTEM)

FOR PROCUREMENT OF MEDICAL EQUIPMENTS

वस्तु वर्णन / ITEM DESCRIPTION	PROCUREMENT OF MEDICAL EQUIPMENTS
निविदा संख्या / TENDER NO.	GM(M)/VG/ MEDICAL EQUIPMENTS/2000007998
निविदा तारीख / TENDER DATE	25/02/2026
निविदा बंद होने की तारीख और समय/ TENDER CLOSING DATE & TIME	06/03/2026 AT 14:00 HRS
निविदा खोलने की तारीख और समय/ TENDER OPENING DATE & TIME	06/03/2026 AT 14:30 HRS

MAZAGON DOCK SHIPBUILDERS LIMITED invites competitive bids on e-procurement portal (<https://eprocuremdl.nic.in>) from reputed Bidders / Vendors in TWO BID SYSTEM (Part-I Techno Commercial Bid and Part-II Price Bid) for the **PROCUREMENT OF MEDICAL EQUIPMENTS**

The Tender Enquiry can be downloaded from website: <https://eprocuremdl.nic.in> or <https://mazagondock.in> (path: Tenders>>Shipbuilding>>Material Purchase>> SB-MP Notification >>) & is also available on Central Public Procurement Portal and Govt. e-Market place.

Note: This tender is to be filled through E-tendering mode only on our e-procurement portal. Online Bid on our E-Procurement portal only will be accepted. Bids submitted in any other form other than online submission will not be accepted.

1. Description & Scope of Supply / Work:

Sr. No.	Item Short Text	Item Description	Total Quantity
1	NON-INVASIVE CO MONITOR AS PER THE ATTACHED TECHNICAL SPECIFICATIONS. MAKE: OSYPKA MEDICAL MODEL: ICON	<p align="center"><u>Equipment Specifications for Cardiac Output Monitor</u></p> <p>Description of Function The equipment should be portable handheld to measure hemodynamic parameters non-Invasively in Critical Care, Operating room, ambulances including air ambulances in emergency.</p> <p>Operational Requirements. It should be clinically validated for Adults, Pediatrics and Neonatal Patients.</p> <p>Technical Specifications</p> <ul style="list-style-type: none"> a) Stroke volume/index b) Cardiac output/index c) Systemic vascular resistance/index d) Index of contractility e) SVV (Stroke Volume Variation) f) TFC (Thoracic Fluid Content) g) FTc (Flow Time Corrected) h) Oxygen delivery index <p>Technology, clinical validation, and accuracy</p> <ul style="list-style-type: none"> a) It should be based on non-invasive advanced electrical velocimetry or similar proven and validated technology. b) Technology should be supported by clinical validation with gold standard technologies in hemodynamics (such as thermodilution) and recommended for interchangeability. c) The method of derivation of hemodynamic parameters should be well documented, and it should have the facility to measure the beat-to-beat cardiac output with high accuracy. d) It should work in adult, pediatric and neonatal patients. 	01 nos

		<p>User-friendly and compatibility with other devices</p> <ul style="list-style-type: none"> a) It requires only 4 externally applied electrodes which are convenient to apply fast. b) It should be compatible with implantable/external pacemaker, defibrillator, and other ICU equipment. c) Monitor should detect pacing signal and display d) It should be portable with weight less than 800 Grams and easily transportable to move to patient's bedside, ambulance and in emergency settings. e) Sensors/electrodes must be safe and different sizes to suit Adult, Pediatric and Neonatal applications. <p>Display</p> <ul style="list-style-type: none"> a) It should have built-in high-resolution color display with screen size of at least 3.5" or above. b) It should be supplied with a display unit on a trolley, with touch screen with windows and size at least 12" and above. c) Display parameters must show the bar diagnostic screen with normal range and measured value for each parameter, trends, charts, and waveform screens. <p>Storage:</p> <ul style="list-style-type: none"> a) Certifications and Warranty b) It should be approved by US FDA for use in Adults Pediatric and in Neonatal. c) It should come with 2 years warranty followed by 8 years of CMC. <p>Others:</p> <ul style="list-style-type: none"> d) Equipment should be available for demonstration, if required. 	
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		<p>e) Unit should be supplied with 100 sets of sensors/electrodes for 100 patients.</p> <p>f) Price of the disposable sensors should be mentioned separately for rate contract.</p> <p>g) All consumables/accessories shelf-life must be declared, and they should be from the original equipment manufacturer.</p> <p>h) Necessary software should be provided and updated as and when it evolves.</p> <p>i) The training of technical staff and users should be performed by OEM trained service engineers.</p> <p>Accessories, spares and consumables:</p> <p>a) EC Patient Cable</p> <p>b) Serial Cable with USB Adaptor</p> <p>c) Power Cable</p> <p>d) Carry Case</p> <p>e) Should be supplied with i-sensor for monitoring 100 patients</p> <p>Environmental factors:</p> <p>a) The unit shall be capable of operating continuously at an ambient temperature of +10 ... +35°C</p> <p>b) The unit shall be capable of being stored continuously in ambient -20 ... +60°C</p> <p>c) Shall meet IEC-60601-1-2: General Requirements of Safety for Electromagnetic Compatibility.</p> <p>Power Supply: Power input to be 220-240VAC, 50Hz, as appropriate fitted with Indian plug</p> <p>Documentation</p> <p>a) User Manual in English</p> <p>b) List of important spare parts and accessories with their part number and costing</p> <p>c) Calibration and inspection from the factory</p>	
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Sr. No.	Item Short Text	Item Description	Total Quantity
2	TURBINE BASED HIGH END TRANSPORT VENTILATORS AS PER THE ATTACHED TECHNICAL SPECIFICATIONS. MAKE: HAMILTON MODEL: HAMILTON T1	<p>TECHNICAL SPECIFICATIONS – HAMILTON-T1 TRANSPORT VENTILATOR</p> <p>Product Identification</p> <ul style="list-style-type: none"> a) Product Name: Transport Ventilator b) Intended Use: Portable mechanical ventilation for adult, paediatric, and neonatal patients during transport and emergency care. <p>General Description</p> <ul style="list-style-type: none"> a) High-performance turbine-driven transport ventilator providing ICU-grade ventilation independent of compressed air. <p>Ventilation Modes</p> <ul style="list-style-type: none"> a) Volume Controlled Ventilation (VCV) b) Pressure Controlled Ventilation (PCV) c) Pressure Support Ventilation (PSV) d) SIMV (Volume & Pressure) e) CPAP f) Spontaneous Modes g) Non-Invasive Ventilation (NIV) <p>Patient Categories</p> <ul style="list-style-type: none"> a) Neonatal, Paediatric, Adult <p>Ventilation Parameters</p> <ul style="list-style-type: none"> a) Tidal Volume: 20 – 2000 mL b) Respiratory Rate: 1 – 100 breaths/min c) Minute Volume: up to 30 L/min d) PEEP/CPAP: 0 – 35 cmH2O e) FiO2: 21 – 100% f) Inspiratory Pressure: up to 80 cmH2O <p>Monitoring</p> <ul style="list-style-type: none"> a) Airway Pressure b) Tidal Volume c) Minute Volume d) Respiratory Rate e) FiO2 f) Compliance & Resistance g) Waveforms and Loops on colour touchscreen display <p>. Alarms & Safety</p>	01 nos

		<ul style="list-style-type: none"> a) High/Low Pressure b) Apnoea c) Disconnection d) Battery & Power Failure e) Automatic altitude compensation <p>Power Supply</p> <ul style="list-style-type: none"> a) Internal turbine b) Internal battery backup approx. 4 hours c) AC 100–240 V, DC 12–28 V <p>Environmental Conditions</p> <ul style="list-style-type: none"> a) Operating Temperature: -10°C to +50°C b) Altitude: up to 25,000 ft <p>Physical Characteristics</p> <ul style="list-style-type: none"> a) Weight: <. 7.5 kg b) Compact, rugged transport design <p>Standards & Compliance</p> <ul style="list-style-type: none"> a) IEC 60601-1 b) IEC 60601-1-2 c) ISO 80601-2-12 d) ISO 80601-2-84 e) CE and FDA approved <p>. Warranty</p> <ul style="list-style-type: none"> a) OEM product warranty. 	
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Sr. No.	Item Short Text	Item Description	Total Quantity
3	CO2 INCUBATOR AS PER THE ATTACHED TECHNICAL SPECIFICATIONS. MAKE: THERMOFISHER SCIENTIFIC MODEL: HERACELL TM 150i CO2 INCUBATOR	<p><u>TECHNICAL SPECIFICATIONS, CO2 INCUBATOR-ART CENTRE/</u></p> <p>Nomenclature: CO2 Incubator: (Thermo scientific – Heracell 150i CO2 incubator)</p> <ol style="list-style-type: none"> 1. Classification safety class 1, class II for all usage according to EC directive 93/42. 2. Volume 150- 170 Liters 3. It should have airtight 3-4 inner doors with segmented access 4. Electro polished stainless-steel interior 5. Shelves height Adjustable at least three in number 	02 nos

		<p>6. Temperature control: panel heated interior chamber and door intelligent temperature control system for dry inner chamber. Range 300-45 0C starting 80 C above ambient temperature. Stability/Uniformity +0.10 C/0.30 C. over temperature alarm 320-470 C. Heating System as direct heat and air jacket.</p> <p>7. Internal Humidification with relative humidity of approx. 93% at 370 C (may reach up to 950C)</p> <p>8. CO2 control: Infra-red sensor. Range 0-20%. Stability 0.1%</p> <p>9. Easy handling: Menu guided. Large, back Lit LED/LCD with touch screen</p> <p>10. Short recovery times: for all adjustable parameters through optimized microprocessor control, recovery time should be less than 01 minute.</p> <p>11. Auto sterilization/Decontamination mode using moist heat 900C</p> <p>12. HEPA filtration of in chamber air</p> <p>13. Diagnostic system: Optical and acoustic alarm if set point deviation occurs. Alarm messages are retained in nonpermanent memory. Independent over-temperature control. Set points are saved in case of power interruption. Remote alarm.</p> <p>14. European CE certified/FDA approved</p> <p>15. Electrical Requirements of 120 V or 230 V, 50/60 Hz</p> <p>REGULATORS</p> <p>16.Regulators to be certified-ISO Standard (Medical Grade)</p> <p>17. Regulators with control of gas flow at both manifold end and incubator end.</p> <p>GAS PIPING</p> <p>18. Gas piping to be high grade material-either copper or stainless steel for facilitating transport of gases from manifold to incubator</p>	
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		WARRANTY: OEM product warranty and Installation.	
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Sr. No.	Item Short Text	Item Description	Total Quantity
4	INTEGRATED DIGITAL COLPOSCOPE AND THERMOCOAGULAT OR AS PER THE ATTACHED TECHNICAL SPECIFICATIONS. MAKE: LINGER MEDICAL MODEL: IRIS THOMBO COAGULATOR	<p><u>Integrated digital Colposcope and Thermo coagulator</u></p> <p>General description:</p> <ol style="list-style-type: none"> 1. Thermo Coagulator (Handheld mobile device is a compact portable thermal coagulator that combines a colposcope for examining the cervix and a heated probe for tissue ablation) 2. Handheld mobile device is a compact portable thermal coagulator that combines a colposcope for examining the cervix and a heated probe for tissue ablation. <p>Operating Parameters</p> <ol style="list-style-type: none"> 3. It shall operate directly by electrical power supply through rechargeable lithium-ion battery for inspection & treatment of precancerous cervical lesions. 4. It shall operate with 12 volts Lithium-Ion Battery. 5. The maximum output power should be 49 watts. 6. Single button on/off switch for activation. 7. System Configuration- Mobile Digital Colposcope and Thermo Coagulator with all standard accessories. <p>Detailed Specifications-</p> <ol style="list-style-type: none"> 1. It's a compact handheld device with one button turn on/off function that runs on batteries, featuring large 5 inch LCD touch display and an optical camera to aid in diagnosis and treatment of cervical cancer. 2. It can be used the colposcopy and thermal ablation modes independently. 3. It can be used for digital colposcopy, thermal ablation, or both. 4. The material used must be biocompatibility polycarbonate with ISO 10993-1:2009 validated. 	01 nos

		<ol style="list-style-type: none"> 5. Method of Visualization: LED Illumination with Direct Observation with Unaided Eye and/or Camera Assisted. 6. The optical camera should have resolution of 2880*2016 PX. <p>Camera Features:</p> <ol style="list-style-type: none"> 1. Working Distance: 170-400 mm 2. Focus Mechanism: Manual 3. Magnification: 18x 4. Digital Magnification: 1x-4x 5. Optical Magnification: 3x 6. Depth of Field: 15mm (at 200mm) - 35mm (at 450mm) 7. Field of View: 55mm (at 200mm) - 123mm (at 450mm) 8. On-axis Angular Resolution: 0.029 deg 9. Distortion: <3.0% 10. Light Source: 2W 5000K LED 11. Color: Digital green filter, polarizing/glare reducing filter 12. Image output: Image capture, cloud image exporting 13. Image Freeze: Full image capturing support 14. Field of View: 15.6° 15. Direction of View: 0° 16. Average On-Axis Vertical Resolution: 15.75 line-pairs/mm 17. Average On-Axis Horizontal Resolution: 15.75 line-pairs/mm 18. Average Off-Axis Vertical Resolution: 11.56 line-pairs/mm 19. Average Off-Axis Horizontal Resolution: 10.33 line-pairs/mm 20. Illuminance: 7200lux at 300mm 21. It should have single touch green light filter feature. 22. The capture button should have 8ms shutter speed to avoid motion blur. 23. Should support hand gesture to capture the image. 24. It shall be stand-alone unit consisting of battery back-up with thermos probes. 	
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		<p>25. It shall be a fully mobile system with interchangeable probes designed for the use of ablative procedures.</p> <p>Accessories, spares and consumables</p> <ol style="list-style-type: none"> 1. Four probes with and without nipple 2. 16 mm flat probe, 19 mm flat probe and 19 mm nipple probe must be provided. 3. Two removable lithium-ion battery pack <p>Warranty: OEM product warranty with certificate for availability of spares for 5 years.</p>	
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Sr. No.	Item Short Text	Item Description	Total Quantity
5	<p>THROMBUS ASPIRATOR AS PER THE ATTACHED TECHNICAL SPECIFICATIONS. MAKE: PENUMBRA MODEL: PENUMBRA SYSTEM</p>	<p><u>Thrombus Aspiration Mechanical Vacuum Pump System</u></p> <ol style="list-style-type: none"> a) It should have Mechanical Aspiration Engine for providing continuous vacuum suction. b) It should deliver high vacuum negative pressure of -29.2 inHg for clot removal. c) Should maintain vacuum pressure for at least 3 hours of Continuous Use. d) It can be used in environment with 100-240 Vacuum and 50/60Hz. e) It should have No warm up and time limit. f) Should provide necessary connection tubing's 10/unit. g) It should have Hands free aspiration and simple setup. h) It Should be FDA approved. i) Should provide technical support during case. j) Should be compatible with thrombus aspiration flow catheters for coronary and pulmonary artery. k) Should have at least 30 min battery backup. l) Demonstration of equipment and hands on training required. m) Should provide necessary documents for technical evaluation of product. 	01 nos

		n) OEM offered product warranty.	
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Sr. No.	Item Short Text	Item Description	Total Quantity
6	POWERED STAPLER FIRING MACHINE AS PER THE ATTACHED TECHNICAL SPECIFICATIONS. MAKE: MEDTRONICS (COVIDIEN) MODEL: SIGNIA STAPLING SYSTEM	<p>Technical specifications: ENDOSCOPIC FULLY POWERED RECHARGEABLE REUSABLE STAPLER</p> <p>Nomenclature: Endoscopic stapler:</p> <ul style="list-style-type: none"> i. Endoscopic fully powered, rechargeable, reusable handle. Display real-time feedback, showing device is ready to fire. ii. Adjust firing speed based on tissue variability and thickness. Precise control of articulation and rotation of the jaw. iii. Endoscopic fully power handle having lithium-ion batteries in a sealed packet. iv. The power handle has adaptive firing technology with in an intelligence – enabled power handle featuring amoled display screen <p>Linear Adapter:</p> <ul style="list-style-type: none"> v. Endoscopic fully powered linear standard adapter with shaft length of 16mm. vi. Standard linear adapter are reusable instrument that connect with assembled power shell land power handle. vii. The adaptor is composed of motor mating connector, sensor gauges and device communications interfaces to provide communications between loading unit and Linear Adapter viii. Endoscopic fully powered line is standard adapter with shaft length of 6 mm. ix. Short linear adapter is reusable instrument that connect with assembled power shell and power handle. The adaptor is composed of motor mating connector, sensor gauges and device communications interfaces to provide communications between loading unit and Power Control Shell x. Power shell is a single use sterile control shell. 	02 nos

		<ul style="list-style-type: none"> xi. Power shell covers and seals the non-sterile power handle to create a sterile barrier, control interface and universal adapter connections. xii. Provides a communications interface for tri-stales 2-0 single use reloads indicated for use with the stapler. 	
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Sr. No.	Item Short Text	Item Description	Total Quantity
7	<p>HIGH END ANAESTHESIA MACHINE (ROBOTIC OT) AS PER THE ATTACHED TECHNICAL SPECIFICATIONS. MAKE: GE MODEL: GE CARE STATION 750 WITH B155M</p>	<p>1. <u>Equipment Specifications for Advanced Anesthesia Workstation with Monitor</u></p> <p>Description of Function: Anesthesia Workstation is used for delivering anesthesia agents to the patients during surgery. The complete unit also monitors the vital signs and ventilates the patients.</p> <p>Operational Requirements</p> <ul style="list-style-type: none"> 1. Anesthesia machine complete and integrated with Anesthesia gas delivery system. 2. Circle absorber system. 3. TEC 7, Vaporizers for Isoflurane / Sevoflurane. 4. Anesthesia ventilator. 5. Anesthesia Gas monitoring with automatic Agent identification, EtCO2, Patient circuit Oxygenation status FiO2 and EtO2 (using Paramagnetic cell for no recurring cost) 6. Essential accessories to make the system complete and compatible with the existing system of gas outlets. 7. Demonstration of the equipment as per specifications is a must. <p><u>Technical Specifications</u></p> <p>Flow management</p> <ul style="list-style-type: none"> 1. Should be Compact, ergonomic & easy to use 2. Machine should provide electronic gas mixing. User should be able to set Fresh Gas flow and FiO2 on the screen. Direct setting of FiO2 should be available to make setting of O2 plus Air flows faster across all flow ranges instantaneously. 	01 nos

3. Multi-color Touch Screen TFT display of more than 15" size, with display of flow of O₂, N₂O or Air. The screen should be movable, and angle should be tiltable for better viewing
4. Dual flow sensing capability at inhalation and exhalation ports.
5. Should have back-up O₂ control which provides an independent fresh gas source and flow meter Control in case of electronic gas mixing failure.
6. Gas regulators shall be of modular design/ graphic display
7. One no. yoke each for Oxygen & Nitrous Oxide. Separate Pipeline inlet for Oxygen, Nitrous Oxide and Air with electronic pressure gauges to indicate inlet pressures.
8. Electronic Hypoxic Guard to ensure minimum 25% O₂ across all O₂-N₂O mixtures and Oxygen Failure Warning.
9. Auxiliary flowmeter for Oxygen
10. Should have Auxiliary Common Gas outlet for open circuit connection.
11. Should have unlockable Oxygen flush delivering oxygen flow of approximately 40 l/min.
12. Tenderer to quote individual price of TEC vaporizer for each drug Isoflurane & Sevoflurane.

Breathing system

1. All parts of the breathing system that are in contact with patient gas should be latex free and autoclavable including Reusable Flow sensors (insp and Exp) .
2. Flow sensing capability at inhalation and exhalation ports, sensor connections shall be internal to help prevent disconnect.
3. Should not require tools when dismantled for cleaning and sterilization.
4. Sensor should not require daily maintenance.
5. Should have bag / vent selecting valve integrated into the absorber and should automatically turn on the ventilator when positioned to ventilator position.
6. Adjustable pressure limiting valve shall be provided

Standard Circle Absorber System

1. Should have adjustable pressure limiting valve.
2. Should have a bag/ventilator selecting valve integrated onto the absorber.
3. Should be suitable to use low flow and minimal flow techniques
4. Should have CO2 absorbent chamber canister of at least 1.2 liter capacity
5. Should have CO2 Absorber bypass without any air entrainment or loss of pressure / disconnect to be able to refill cannister

Vaporizers

1. Vaporizer must be isolated from the gas flow in the off position and prevent the simultaneous activation of more than one vaporizer.
2. Vaporizer shall require no tools to mount.
3. Vaporizer shall mount to a Selectatec® manifold which allows easy exchange between agents.
4. Supplier must offer total vaporizer manufacturing capability-Desflurane, Sevoflurane, and Isoflurane.
5. Back bar to accept two Selectatec vaporizers

Ventilator (Integrated)

1. The workstation should have integrated Anesthesia Ventilator system for adult and pediatrics and neonates.
2. Ventilator should be pneumatically driven/ turbine driven, electronically controlled and should be ascending bellows /bag in bottle type.
3. Ventilator should have Volume Control and Pressure Controlled, SIMV and PEEP, Dual control mode (PRVC/ PRVT/ PCV-VG etc.).
4. Ventilator should be capable of ventilating diverse range of patient groups from neonates to patients with restrictive airways with tidal volume range between 20 ml to 1500 ml with single bellows system. With option of delivering 5ml in PCV, neonatal mode.
5. Assisted modes of breathing should be triggered by flow & pressure sensing.
6. Ventilator shall compensate for fresh gas flow and compliance of the entire circuit dynamically. Ventilator should have a tidal

volume compensation capability to adjust for losses due to compression.

7. The workstation should be capable of delivery of low flow and minimal flow anesthesia.
8. Ventilator should be capable of at least 120-150 L/min peak flow to facilitate rapid movement through physiologic “dead space” in the Pressure Control mode.
9. Ventilator should also display waveforms for flow and airway pressure.
10. Ventilator should display spirometry loops including Flow-Volume and Pressure-Volume curves.
11. Should have qualitative indicator for fresh gas flow setting for low flow anesthesia.
12. Should provide Pause Gas Flow and Automated Lung recruitment Maneuvers for better patient outcomes
13. Should have Autoclavable flow sensors

Display of Ventilator:

1. Display should be min 15 inches with touch screen for easy access to settings.(min 2 pages)
2. Display pressure vs time, flow vs time, scalars
3. Should display flow volume, pressure volume loops. Trend data of 18 hrs.
4. Should display respiratory gas monitoring, and anesthetic agent monitoring. Values should display Automatic Agent identification, concentration, inspired and expired, Age corrected MAC value, Capnograph.
5. Should have low flow decision support tool to determine precise settings of fresh gas flow during low, minimum and metabolic flow anesthesia. Should guide user for low flow settings and FiO2 settings and Agent usage display
6. Should have Automated Lung Recruitment Maneuvers
7. Should have Pause gas flow for Upto one minute
 - 7.1 Tidal volume (VT))
 - 7.2 Inspiratory/expiratory ratio (I:E)
 - 7.3 Inspiratory pressure, Plateau Pressure

Pressure limit (Plimit)

1. Positive End Expiratory Pressure (PEEP)

2. Anaesthesia workstation should have RS232 output for data connectivity

System Configuration Accessories, spares and consumables

1. Anaesthesia Gas Delivery system -01
2. Circle absorber –01
3. Ventilator -01
4. TEC Vaporizer Sevoflurane -01
5. TEC Vaporizer Isoflurane -01
6. Adult and Pediatric autoclavable silicone breathing circuit each
7. Accessories Anesthetic gases measurement-01 set
8. Standard accessories to make all parameters working- 01 set

Environmental factors

1. The unit shall be capable of operating continuously at an ambient temperature of 10°C - 40°C and relative humidity of 15-90%
2. The unit shall be capable of being stored continuously in ambient
3. Shall meet IEC-60601-1-2: 2001(Or Equivalent BIS) General Requirements of Safety for Electromagnetic Compatibility.
4. Safe disposal system/port of waste anesthetic gases (AGSS Anesthetic Gas Scavenging System/Port) for Passive or Active scavenging port should be provided

Power Supply

1. Power input to be 220-240VAC, 50Hz, as appropriate fitted with Indian plug
2. Resettable over current breaker shall be fitted for protection
3. The Anaesthesia Delivery system and Monitoring system will have a one-hour battery backup.

Standards, Safety and Training

1. Anaesthesia Workstations and monitors should be USFDA and CE approved product.
2. Electrical safety conforms to standards for electrical safety IEC-60601 / IS-13450
3. Manufacturer should be ISO certified for quality standards.
4. Certified to be compliant with IEC 60601-2-13-Medical Electrical Equipment

5. Should have local service facility. The service provider should have the necessary equipment recommended by the manufacturer to carry out preventive maintenance test as per guidelines provided in the service/maintenance manual.
6. All components like anesthesia machine, vaporizer, ventilator should be only from one manufacturer/principal.
7. Warranty of Three years with option of purchase of additional 7 years warranty

Patient Monitor

1. High-end latest design Modular Multi - parameter patient monitoring system
2. Should have a bright, highly visible colour TFT medical grade integrated touch display a minimum of 17 inches. Automatic Zoom in facility in the monitor display.
3. It should have the capability to be operated through touch screen and trim knob.
4. Should be able to display 08 waveforms along with related numerical parameters in a colour coding for different waveforms.
5. Should have configurable screen configurations for various monitoring settings like pediatric and 12 lead screen.
6. Should able to monitor ECG, SP02, NIBP, 4x IBP , 2x Temp and IABP sync port as existing IABP Machine to be supplied
7. Should have ETCO2, Cardiac output, PiCCO, AGM, Entropy/BIS, EEG, Spirometry, metabolic monitoring, rSO2, PVI and .NMT parameters - price to be quoted separately. The measurement and the setting of the modules must be visible in the same display of the monitor.
8. Should be capable of connecting an independent configurable display.
9. SpO2 Monitoring should be Masimo/ Nellcor technology
10. Should have drug calculation package with ability to manually add drugs, and Should also provide hemodynamic, oxygenation, Ventilation calculation package
11. Should have up to at least 72 hours of graphical and tabular trending facility, Histogram and OxyCRG trends for neonates
12. Should have systolic Pressure Variation (SPV) and Pulse Pressure Variation (PPV)

		<p>monitoring capability which helps clinician in guiding fluid management.</p> <ol style="list-style-type: none"> 13. Should have capability to perform real time QT/ QTc Analysis at the bedside 14. Shall be able to perform (automatic and manual) & display 315 and 12 lead ECG at the bedside with ST segment analysis and advance arrhythmia detection including AFIB detection. 15. Able to perform Gender Specific 12 Lead ECG at the bedside 16. Monitor should have facility to Capture the Critical events as a snapshot and store in the trends or Monitor should have facility to print waveforms automatically during critical events with the help of thermal recorder or laser printer 17. Should be able to freeze the screen and toggle along the waveform. Should be able to set alarm limits for all the measured Parameters using single function. 18. Should have adjustable Audio and visual alarms with alarm light on display. 19. Should have split screen facility to see mini trends, ST real time View, Spirometry loops. 20. Anaesthesia gas monitoring should display O2, CO2, Anaesthetic agent, N2O gases, MAC value in both inspired and expired value breath to breath. 21. Should have Entropy/BIS monitoring capability. 22. ETCO2 Monitoring should be Side stream measuring method. 23. Monitor should have defib / ECG sync port , IABP sync port and should be provided as standard 24. Monitor should be USFDA and EUCE approved. <p>Scope of supply for each monitor</p> <ol style="list-style-type: none"> 1. 5 lead ECG trunk Cable----- 2 Nos with lead wires – 2 no. 2. SpO2 extension cable – 2 no 3. SpO2 Sensor Adult Reusable – 2 No 4. SpO2 Sensor pediatric reusable-----2Nos 5. NIBP Hose - 1 Nos 6. NIBP cuff Adult medium – 2 box, small ---2 nos large ----2nos 	
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7. Dual Temp rectal probe ----- 1 nos and skin Probe---- 1 nos
8. NMT module with accessories.
9. PICCO Module with Standard Accessories.
10. Entropy Module with standard accessories.

Scope of supply with each anesthesia workstation.

- a) 5m color coded hose pipe with appropriate connectors for air, O2 & N2O- 1 each.
- b) Adult reusable breathing circuit - 2 No.
- c) Pediatric reusable breathing circuit - 2 No.
- d) Reusable Face mask size 0, 1, 2,3,4, 5 - 2 each.
- e) Digital Isoflurane & Sevoflurane Vaporizers - 1 No. each
- f) Water Trap - 100 No.
- g) Sample lines - 100 no.
- h) Re breathing bags – 2Ltrs – 5, Nos & 0.5ltrs ----2 nos
- i) Disposable Adult circuits (box of 20)
- j) Disposable pediatric circuits (box of 20)
- k) AGM with Standard accessories
- l) Instruction for Use
- m) User manual in English - 1 No.

Documentation

1. User Manual in English
2. Service manual in English
3. List of important spare parts and accessories with their part number and costing
4. Certificate of Calibration and inspection from the factory
5. Log book with instructions for daily, weekly, monthly and quarterly maintenance checklist. The job description of the hospital technician and company service engineer should be clearly spelt out.
6. List of Equipment available for providing calibration and routine maintenance support as per manufacturer documentation in service / technical manual.
7. Compliance Report to be submitted in a tabulated and point wise manner clearly mentioning the page/para number of original catalogue/data sheet. Any point, if

		not substantiated with authenticated catalogue/manual, will not be considered	
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Sr. No.	Item Short Text	Item Description	Total Quantity
8	TRANSPORT MONITORS WITH MICRO STEAM ETCO2 AS PER THE ATTACHED TECHNICAL SPECIFICATIONS. MAKE: SCHILLER MODEL: TRUSCOPE3	<p><u>Technical Specifications Transport Monitor:</u></p> <p>GENERAL</p> <ol style="list-style-type: none"> 1. Product Description High End Multipara Monitor 2. Purpose High end multipara monitor is a device that monitor and record a variety of patients' basic vital signs parameters in real-time. These are used in the critical care unit, Operation theatres and in post anesthesia care unit and ICU. <p>PRODUCT INFORMATION</p> <ol style="list-style-type: none"> 1. Type of Monitor Modular 2. Monitoring Parameters ECG, HR, Respiration Rate, SpO2, Pulse Rate, NIBP, Temperature 3. EtCO2: Side stream for easy transport 4. Screen size of transport module in inches 10 -12 “ 5. Battery backup for transport monitor in hrs 3 or more 6. AGM (Anesthetic Gas Module) Upgradable 7. Perfusion Index Yes 8. S T Analysis 9. Length of time of full disclosure of patient data in hr ≥ 72 10. Length of time of trending in hr ≥ 72 <p>ECG PARAMETERS</p> <ol style="list-style-type: none"> 1. ECG Provided Yes 2. Number of leads of ECG 5 3. 12-Lead interpretation for ECG Yes 4. ECG Waveform number of leads display 12 5. Arrhythmia detect Yes 6. Heart rate measurement range At least 30 -250 bpm 7. Accuracy ± 2 bpm or better 8. Minimum gradation 1 bpm or better <p>RESPIRATION PARAMETERS</p>	02 nos

		<ol style="list-style-type: none"> 1. Respiration Method Impedance pneumography 2. Display waveform of respiration Yes 3. Respiration rate measurement range 0 - 100 bpm or more 4. Minimum gradation of respiratory measurement 1 bpm or better <p>PULSE OXIMETERY PARAMETERS</p> <ol style="list-style-type: none"> 1. Measurement technique (Declaration of the measurement technique by the seller at the time of bid submission/supply) Low Perfusion Technology with Motion artifact detection 2. Probe type Rubber/ABS plastic with tangle free cord 3. Probe for Adult and Pediatric Reusable 4. Probe for neonates Reusable 5. SPO2 measurement range 40 - 100% 6. Accuracy of SPO2 measurement $\pm 2\%$ or better 7. Minimum Gradation 1% <p>NIBP PARAMETERS</p> <ol style="list-style-type: none"> 1. Measurement technique for NIBP Step-deflation Oscillometric / Linear Inflation 2. Systolic Blood pressure monitoring range 30 - 300 mmHg or more 3. Diastolic Blood pressure monitoring range 10 - 200 mmHg or more 4. Accuracy of NIBP Measurement ± 1 mm/Hg or better <p>TEMPERATURE PARAMETERS</p> <ol style="list-style-type: none"> 1. Number of channels for temperature 2 2. Type of probe Skin, Rectal, Esophageal 3. Temperature probe type Reusable 4. Temperature probe range At least 30 - 40 degree 5. Minimum gradation of temperature probe 0.1 degree C or better 6. Accuracy in % $\pm 1\%$ or better <p>ETCO2 PARAMETERS</p> <ol style="list-style-type: none"> 1. Sensor type Side stream 2. Patient type Intubated and non intubated 	
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3. CO2 Measuring range in mmHg 0 to 99 mmHg or better

ALARMS

1. Availability of Audio and visual alarms with high , medium and low intensity adjustment
2. Operator can set audio visual alarm levels for low or high levels of each parameter independently Yes
3. Systolic BP - low and high Yes
4. Diastolic BP - low and high Yes
5. Mean BP - low and high Yes
6. Heart rate - low and high Yes
7. SPO2 - low and high Yes
8. Respiratory rate - low and high Yes
9. Temperature - low and high Yes
10. Alarm Volume Adjustable Yes
11. Activating silence of alarm Yes
12. Duration of alarm silence in seconds 120
13. Suspension of all alarms Yes
14. Latching of alarm Yes
15. Cuff leakage alarm Yes
16. Cuff disconnect alarm Yes
17. Alarm for inflation/deflation errors Yes
18. Indicator for low-battery Yes
19. EtCO2 - low and high Yes
20. Escalation of Alarm Priority Yes
21. Sensor/ wire/probe disconnection alarm Yes

NETWORK PARAMETERS

1. Ethernet port Yes
2. Hardwired Yes
3. Connectivity provision with Central Nursing Station Yes

DISPLAY PARAMETERS

1. Type of display LCD/LED
2. Display Size in inches 10.1 to 12.1 "
3. Traces of display >6
4. User Interface of display Touchscreen & Dial/ knob
5. Inbuilt thermal Recorder (Printer) Yes
6. Should be able to connect to additional display Yes

STANDARD ACCESSORIES

1. Number of reusable adult probe provided 3

2. Number of reusable pediatric probe provided 1
3. Number of reusable neonatal probe provided 1
4. Number of Disposable neonate probes provided 2
5. Number of ECG 5/6/10 lead cable provided 3
6. Number of Neonatal ECG 3/5/6 lead cable provided 1
7. Number of IBP cables provided 2
Reusable Cables
8. Number of Adult NIBP cuffs of Medium, Large, Extra-large provided 3 Sets
9. Number of Pediatric NIBP cuffs of Small and medium provided 2 Sets
10. Number of Disposable Neonate NIBP cuffs of 1,2,3,4,5 (in cm) provided 1 Set
11. Number of Skin temperature probe provided 1 for adult / pediatric
12. Number of Neonatal Rectal temperature Probe provided 1
13. Number of Esophageal Temperature probe (Adult) provided 2
14. Number of EtCO₂ adapter provided 2 each for Adult, Neonatal and Pediatric
15. Number of EtCO₂ Sampling Line provided 10
16. Number of Water trap provided 10
17. Accessories to wall mount the monitor
Yes

POWER REQUIREMENTS

1. Power supply 220-240 VAC, 50Hz, Single phase
2. Main's cable 3 meter or more with Indian plug
3. Battery Inbuilt Li ion/Li polymer
4. Minimum Back up time of UPS in minutes 90
5. Minimum Inbuilt Battery back up in minutes 120
6. Recharging time of battery in hr ≤ 4
7. Weight of the Machine in kgs ≤ 15
8. Noise level in dB ≤ 50
9. Device Earthing

CERTIFICATIONS

		<ol style="list-style-type: none"> 1. Compliance to Medical Device Rules (MDR) 2017 as amended till date 2. Availability of valid Medical Device license for the product issued from the competent authority defined under Drugs and Cosmetic Act 1940 and Rules made there under as amended till date 3. Valid Medical Device License Number 4. Certification for manufacturing unit ISO:13485 (Latest) 5. Availability of Test Report for each supplied batch/product as per Medical Device Rule (MDR) 2017 as amended till date 6. Submission of all necessary certifications, licenses and test reports to the buyer at the time of bid submission or along with supplies as per buyer requirement 7. Conformity to Electrical Safety Standards IEC 60601 or BIS Equivalent <p>WARRANTY: Offered by OEM for the product.</p> <p>ADDITIONAL REQUIREMENTS: Additional Requirements Certificate for availability of Spares and accessories for 5 years after sale</p>	
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Sr. No.	Item Short Text	Item Description	Total Quantity
9	NOISELESS SUCTION MACHINE AS PER THE ATTACHED TECHNICAL SPECIFICATIONS. MAKE: ARDO MODEL: MASTER	<p><u>Technical Specifications High End Noiseless Suction Machine</u></p> <p>Category Specification:</p> <ol style="list-style-type: none"> 1. MATERIAL & CONSTRUCTION: Material of cabinet (Base, top and panel) ABS Plastic molded 2. Material of twin jars/bottles unbreakable Polysulfone (PS) 3. Capacity of each suction bottle/jar graduated (ml) 2500 4. Non-collapsible suction tubing ID (mm) 8 5. Material of suction tube Silicon 6. Vacuum Gauge (Bourdon tube type) with concentric scale marking in black on white background, mounted in panel, easily visible during use of machine "5 cm dia, 0 to 760mmHg" 	05 nos

		<p>7. Material of castor wheels Thermoplastic Rubber(TPR)</p> <p>OPERATIONAL & TECHNICAL REQUIREMENTS</p> <ol style="list-style-type: none"> 1. Input power supply 220+/-10% V, 50Hz, Single phase AC 2. Motor capacity (HP) 1 3. Type of suction pump Oil free 4. Air flow displacement of suction pump (Ltrs/Minute) 51 to 60 5. Built-up Vacuum (Maximum) "-713 +/- 10mmHg (-95kPa)" 6. Entire unit mounted on four castor wheels with minimum two breaks 7. Facility for easy maintenance Top open 8. Minimum Weight (Kg) 5 or more 9. Foot on/off switch provided Desirable 10. Foot vacuum regulator for hands free operation Yes 11. On/off switch on the trolley/ Machine <p>STANDARD ACCESSORIES</p> <ol style="list-style-type: none"> 1. Compatible 3 core power cord with Indian plug 2-meter length 2. Suction tubing (set) 2 3. 1 MARKING Product is ISI Marked <p>CERTIFICATIONS</p> <ol style="list-style-type: none"> 1. Compliance to Medical Device Rules (MDR) 2017 as amended till date 2. Availability of valid Medical Device license for the product issued from the competent authority defined under Drugs and Cosmetic Act 1940 and Rules made there under as amended till date 3. Valid Medical Device License Number MFG/MD/2024/000715 4. Certification for manufacturing unit ISO:13485 (Latest) 5. Availability of Test Report for each supplied batch/product as per Medical Device Rule (MDR) 2017 as amended till date 6. Submission of all necessary certifications, licenses and test reports to the buyer at the time of bid submission or along with supplies as per buyer requirement 7. Electrical Safety Compliance IEC 60601-1-2 or BIS Equivalent 	
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		8. Conformity to Compliance Standard IS 18375 (Latest) WARRANTY & MAINTENANCE 9. OEM product Warranty.	
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Sr. No.	Item Short Text	Item Description	Total Quantity
10	CRYOSTAT AS PER THE ATTACHED TECHNICAL SPECIFICATIONS. MAKE: LEICA MODEL: CRYOSTAT 1860 UV	<p><u>Technical Specifications for Cryo-Microtome</u></p> <ol style="list-style-type: none"> 1. Freestanding cryostat with encapsulated, splash-proof microtome. Spacious, stainless-steel cryochamber with antiglare illumination. Easy to clean and disinfect. 2. Heated, removable sliding window. Stable, self-contained cryo-cabinet on castors. 3. Outer surfaces and controls of instrument coated with nano silver coating to reduce risk of infection. Handwheel may be locked in two positions. 4. 8° XYZ specimen orientation with zero-point reference. Specimen retraction, (20 µm), can be switched off. 5. Certified UVC disinfection: 30- and 180-minute cycles can be selected. Disinfection can be aborted at any time, if work needs to be resumed immediately. Automatic safety cut-off of disinfection cycle when sliding window is opened. 6. Cryochamber temperature selection from 0 °C to -35 °C, adjustable in 1K increments at ambient temperature of 20 °C. 7. Easy-to-clean, actively cooled specimen preparation zone with quick-freezing shelf for up to 8 specimens (minimum temperature -42 °C). 8. 2 Peltier element freezing stations (17 K temperature difference to the quick-freezing shelf when the chamber temperature is 35 °C). 9. Cryochamber may be defrosted manually or via automatic hot-gas defrosting once every 24 hours. The cycle may be 	01 nos

		<p>programmed in 15-minute increments. Defrost cycle: 12 minutes.</p> <p>10. Cryochamber and quick-freezing shelf with integrated Peltier elements can be defrosted manually and are equipped with an acoustic warning signal to prevent unintentional defrosting. Manual defrost cycle for Chamber and quick-freezing shelf: 12 minutes.</p> <p>11. Section thickness selection from outside the cryochamber.</p> <p>12. Total vertical specimen stroke: 59 mm Total horizontal specimen feed: 25 mm, motorized coarse feed in 2 speeds: slow is max. 600 $\mu\text{m/s}$ and fast is min. 900 $\mu\text{m/s}$. Step function: 20 μm each time the key is pressed at slow coarse feed speed. Control panel with membrane-protected buttons and locking function.</p> <p>13. The instrument should be EC, US –FDA registration & CSA Certificate.</p> <p>14. 2KVA online UPS support with minimum 2 hours power backup should be provided.</p> <p>15. Equipment should have 5 years warranty and 5 years CAMC.</p> <p>16. LED display for cryochamber temperature, actual time, defrost time and section thickness selection. Visual indication of specimen stops positions (Front/Home).</p> <p>17. Accessories: blade holders for high- and low-profile disposable blades should be quoted. 4 Specimen discs 25 mm, 4 Specimen discs 30 mm, 1 Section waste tray, 1 Storage shelf right side, 1 Storage shelf left side, 1 Brush shelf, 1 Cover for freeze-shelf, 1 Tool set, 1 Bottle of cryostat oil, 50 ml, 1 Tissue freezing medium for cryo-sectioning 125 ml. 1 Pair of cut-resistant safety gloves. Warranty & CAMC for 5 years</p>	
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Sr. No.	Item Short Text	Item Description	Total Quantity
11	<p>STRETCHER TROLLEY AS PER THE ATTACHED TECHNICAL SPECIFICATIONS. MAKE: JANAK MODEL: MIDMARK ASTIRO NXT</p>	<p><u>Technical specifications: Hydraulic Stretcher Patient Trolley:</u></p> <p>GENERAL</p> <ol style="list-style-type: none"> 1. Product Description Patient Stretcher Trolley: A patient stretcher trolley are used in hospitals and other medical settings to transport patients or injured people to another location to receive medical treatment. <p>Dimensions</p> <ol style="list-style-type: none"> 1. Overall Dimension 2060 mm x 1040 mm (L x W) +/- 2 % 2. Stretcher Dimension* 2000 mm x 980 mm (L x W) +/- 2 % 3. Mattress Platform Dimension* 1855 mm x 660 mm (L x W) +/- 2 % <p>Range of Movement</p> <ol style="list-style-type: none"> 4. Backrest 0° – 65° 5. Trendelenburg 0° – 14° 6. Reverse Trendelenburg** 0° – 14° 7. Provision of height adjustment : Hydraulic 8. Height* 675 mm to 990 mm (with mattress) <p>Load Capacity</p> <ol style="list-style-type: none"> 1. Safe Working Load Up to 170 kgs 2. Patented Load Bearing Capacity up tp150 kgs <p>Standard Features</p> <ol style="list-style-type: none"> 1. Height adjustment by hydraulic pump with foot pedal on both sides 2. Gas spring assisted manual backrest adjustment 3. TR & RTR operation by hydraulic pump with foot pedal on both sides 4. ABS/SS steel fully collapsible safety side railings, pair 5. Interchangeable SS safety board and push handles on both head and leg end 6. SS heavy duty IV pole with 4 hooks 7. 200 mm diameter single wheel castor with central locking mechanism, operational from both sides 8. Material of Castor housing and wheels High grade non floor-staining synthetic materials with integrated thread guards 	10 nos

		<p>9. Four corner safety rubber buffer of 100 mm diameter</p> <p>10. Urine Bag Holder 02 hooks</p> <p>11. Oxygen cylinder cage for 1246 L steel cylinder</p> <p>12. Cushioned Safety belts, pair</p> <p>13. Rexin covered two section PU foam mattress, 50 mm thick</p> <p>14. Buffer cover and handle grips available both in red colour</p> <p>15. Removable and detachable monitor shelf</p> <p>CERTIFICATIONS</p> <p>1. Compliance to Medical Device Rules (MDR) 2017 as amended till date Ye</p> <p>2. Availability of valid Medical Device license/Registration for the product issued from the competent authority defined under Drugs and Cosmetic Act 1940 and Rules made there under as amended till date</p> <p>3. Valid Medical Device License/Registration Number</p> <p>4. Certification for manufacturing unit ISO:13485 (Latest)</p> <p>5. Availability of Test Report for each supplied batch/product as per Medical Device Rule (MDR) 2017 as amended till date</p> <p>6. Submission of all necessary certifications, licenses and test reports to the buyer at the time of bid submission or along with supplies as per buyer requirement</p> <p>WARRANTY: As per OEM offered warranty for the product.</p> <p>ADDITIONAL REQUIREMENTS</p> <p>1. Additional Requirements NA</p> <p>2. Spares availability certificate for 5 years</p> <p>3. Onsite 48 hr response for inspection of defects and 7 days for rectification</p>	
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Sr. No.	Item Short Text	Item Description	Total Quantity
12	DENTAL CHAIR COMPLETE AS PER THE ATTACHED TECHNICAL SPECIFICATIONS. MAKE: CONFIDENT MODEL: CHAMUNDI	<p>ADVANCED ELECTRICALLY OPERATED DENTAL CHAIR: CHAMUNDI</p> <ol style="list-style-type: none"> 1. Electrically Operated microprocessor based multi programmable Dental Chair. 2. The Chair should have Erasable Programs with Microprocessor controlled, where doctor can set his own programs. Program 0 and Gargling. 1 & 2 erasable Program. 3. Should have Synchronized movement of seat and back rest to get the head down position during shock 4. The Right-side Arm of the Chair dropping down facility for easy access of the Patient. 5. Head rest: Mechanical headrest 6. Assistant console for chair movement up and down movement <ul style="list-style-type: none"> • To and Fro movement of Back rest • Zero programme • Gargle • Tumbler and Spittoon on & off 7. Motorized Suction wetline suction system with a bowl valve so that all the saliva and spittoon water can be pushed to the suction motor: High and low Vacuum Motorized Suction, continuous, nonstop, with the flow rate of 300 litre ± 5% per minute 8. Spittoon Attachment: Glass/ceramic spittoon, detachable and autoclavable. Manual rotate and come on the chest of the patient for easy gargling. 9. Chair Mount Unit fitted with: LED OPERATING LIGHT: LED operating light antiglare should help in avoiding composite 	02 nos

		<p>curing. LED operating Light having 35,000 Lux at 80 cm distance +/- 5%. Reflector type, light should come from the reflector not direct focusing by LED. Intensity control & on/off should be smooth with the non-touch sensor switch. The light should have 3 axis movement. Light arm should be aluminum extruded.</p> <p>10. STAINLESS STEEL INSTRUMENT TRAY for keeping instruments.</p> <p>11. IOPA X Ray Viewer</p> <p>12. Chair Lifting Capacity should be minimum 160-200 kgs</p> <p>13. Emergency stop key control</p> <p>14. Modular Delivery System over hanging,</p> <ul style="list-style-type: none"> A. Two Airotor Points B. Brushless Micro motor <p>15. Dental Handpeices:</p> <ul style="list-style-type: none"> - Fibre Optic Airotor Handpeice 1 No's - Contranagle Handpiece 1 No's - Straight Handpeice 1No's <p>C. 3-Way Syringe 2No's</p> <p>D. Light cure unit</p> <p>E. Intra Oral Camera with Monitor</p> <p>F. Multi-function foot control</p> <p>G. Scaler unit with 5 Tips</p> <p>H. STOOL with metal legs and handle which can rotate 360 degree and has a elbow support with 3 function (height ,back rest and tilt)1 No's</p> <p>I. 0.75 HP Oil free Medical grade compressor. should have a dryer and radiator.</p> <ul style="list-style-type: none"> - Air compressor should oil free, Medical grade, noise free and with anti-bacterial 	
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		<p>Coating Air Compressor, with capacity to run single dental chair unit</p> <p>17. Certificates:</p> <ul style="list-style-type: none"> • ISO Certificate • MSME Certificate • CDSCO Certificate is Must • Make In India (MII) 50% • Product Demo is Compulsory • Experience & Past Performance Certificate should be from same State • Registered Authorized Service center should be at consignee Location • Service Escalation Toll Free number is must <p>18. Warranty: As offered by the OEM for the product.</p>	
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Sr. No.	Item Short Text	Item Description	Total Quantity
13	HEAT AND HUMIDIFIED HIGH FLOW CANNULA NASAL SYSTEM AS PER THE ATTACHED TECHNICAL SPECIFICATIONS. MAKE: FISHER AND PAYKEL MODEL: AIRVO 3	<p>Specification for the High Flow Nasal Cannula</p> <ol style="list-style-type: none"> 1. It should be a single system for treating Neonates and Pediatric patients and semi adult. 2. The Device should have a direct setting for FIO2 and delivery range of oxygen concentration (PiO2): 21% to 100% and should be demonstrated using external oxygen Analyzer with accuracy of $\pm 3\%$ 3. Accuracy for O2: $\pm 3\%$. 4. Inbuilt flow generation or External Blender capable of delivering a flow: 01 to 60 LPM 5. Parameters should be displayed: Temperature 6. Alarms should be available for: High and Low Temperature, Oxygen/Air leak 7. Inbuilt or attached heated servo-controlled humidifier with auto and manual mode to deliver warm and humid gasses to the airway. 8. The humidification chamber should have an autofill system. 9. Material of Pole Trolley: High quality corrosion resistant stainless-steel material. 	01 nos

		<p>10. Number of hooks in the pole: 2</p> <p>11. Product certifications approved. Blender and humidifier separately can be USA FDA or European CE (from a Four Digit notified body) approved).</p> <p>12. Device should be serviceable for 7 years from the date of supply and service should be provided from the principal company in India.</p> <p>13. Prices of consumables and accessories should be quoted separately.</p> <p>14. Companies should quote their latest model (undertaking).</p> <p>15. Suppliers should provide the Service center details.</p> <p>16. High flow nasal Cannula and breathing circuits should be made of PVC, DEHP free material.</p> <p>17. CMC: As per Institute's Norms.</p> <p>18. Warranty: Unconditional warranty 3 years.</p> <p>19. Additional Consumables must be provided:</p> <p>20. High Flow Breathing Circuit (spiral heated wires) for Neonatal and Pediatric: 5 nos.</p> <p>21. Number of Humidification Chamber: 5 nos.</p> <p>22. Nasal Cannula for Neonatal and Pediatric patient with concave base/adapter in three different sizes: 5 nos. (each size one)</p>	
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Sr. No.	Item Short Text	Item Description	Total Quantity
14	ACRYLIC POSTURE EVALUATOR AS PER THE ATTACHED TECHNICAL SPECIFICATIONS. MAKE: BIONICS MODEL: BASELINE POSTURE EVALUATOR	<p><u>Acrylic Posture Evaluation</u></p> <ol style="list-style-type: none"> Dimensions: 23" x 10" x 14" Weight 6lbs Plastic posture Grid that can be suspended from ceiling or wall backrest Should include score sheets, suspension cord, plumb line for adjustment Desktop scanner with angle sight to be included Company: Bionics India 	01 nos

Sr. No.	Item Short Text	Item Description	Total Quantity
15	CRYOTHERAPY MACHINE AS PER THE ATTACHED TECHNICAL SPECIFICATIONS. MAKE: CRYOPUSH MODEL: BIOTRONIX SOLUTIONS FOREVER	<p><u>Cryotherapy Machine</u></p> <ol style="list-style-type: none"> 1. Cold compression system 2. With adjustable compression wraps for leg, knee, back, ankle, hand, shoulder 3. Motorized – 220 V 4. Surge protection 5. Maintain temperature upto 24 hrs 6. Should be portable 7. 01 year manufacturer warranty to be included 8. Material of wraps should be - Hypoallergenic 9. CE/ US FDA/ ISO Certifications 10. Power cord - 02 mt length 	01 nos

Sr. No.	Item Short Text	Item Description	Total Quantity
16	SHORT WAVE DIATHERMY MACHINE AS PER THE ATTACHED TECHNICAL SPECIFICATIONS. MAKE: BTL MODEL: BTL 6000 SHORTWAVE 400	<p><u>Short Wave Diathermy Machine (BTL)</u></p> <ol style="list-style-type: none"> 1. Unit should include electrodes, shortwave generator, and all accessories 2. Output of 400- 500 Watt in Continuous mode and 800-1100 Watt in pulse mode 3. Should use EM Energy Shortwave frequency 27.12 MHz 4. Pulse repetition frequency of 20-200 Hz adjustable in 10 steps 5. LCD Screen display of parameter 6. Treatment time 7. Patient safety switch 8. Standard accessories with condenser pad 9. 220-240 V AC, 50Hz with Indian plug 10. USFDA/ CE/ BIS Certifications' Comprehensive warranty as offered by OEM. 11. User/ Technical manual to be in English 12. Service center should be available in Goa/ Karnataka and address and contacts to be made available. 	01 nos

Sr. No.	Item Short Text	Item Description	Total Quantity
17	MOIST HEAT THERAPY UNIT AS PER THE ATTACHED TECHNICAL SPECIFICATIONS. MAKE: SUNRISE INDUSTRIES MODEL: 0114-005	<p><u>Moist Heat Therapy Unit (Sunrise Industries)</u></p> <ol style="list-style-type: none"> 1. Construction: Unit's Outer body made of 22 gauge & Inner chambers of 20-gauge S.S. Sheet 2. Should have a Double walled body and well insulated 3. Should have a drain valve 4. Dimension: 60cm x 40cm x 76cm 5. Heat Control: Thermostat to control Temperature from 30 to 110 deg. Cen. with 2 Pilot Lamps 6. Heater: 2kw. Specifically designed Heater 7. Hot Packs: 12 Cozy Pac. Containing special heat retaining silica gel crystals <ol style="list-style-type: none"> a. Nine Standard size (25x30cm) b. One Cervical (15 x 60cm). c. One Knee Shoulder (25 x 50cm). d. One Oversize (38 x 61cm). 8. Mobility: Mounted on Four, 75mm rubber castors for easy mobility 9. Accessories: Two forceps to get-out Hot-packs from hot water & Power Pin Plug 10. Should have a polished finish inside 	01 nos

Sr. No.	Item Short Text	Item Description	Total Quantity
18	1 CHANNEL LED MODULAR MULTIPARAMONITOR AS PER THE ATTACHED TECHNICAL SPECIFICATIONS. MAKE: MINDRAY MODEL: BENEVISION N15	<p>Technical Specifications - Multipara Monitors (Modular)</p> <ol style="list-style-type: none"> 1) It should be Modular type. 2) It should have both (Rotary and Touchscreen). 3) It should be provided with Reusable SPO2 Probe. 4) It should have USFDA Certification. 5) It should have TFT Display. 6) It should have alarms for cuff disconnection, latching, suspension/ inflation/ deflation/ sensor/ wire/ probe/ disconnection. 7) It should have low battery voltage indication 	02 nos

		8) It should have audio and visual alarm 9) It should be provided with standard cuff size for pediatric, neonate. 10) It should have Impedance pneumographic respiration method.	
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Sr. No.	Item Short Text	Item Description	Total Quantity
19	NEONATAL OPEN CARE SYSTEM/INFANT WARMER AS PER THE ATTACHED TECHNICAL SPECIFICATIONS. MAKE: BIRD MEDITECH MODEL: INSPIRATION LCD	Technical specifications: 1. Equipment Type: Neonatal Radiant Warmer (Open care system) 2. Control System: Microprocessor-based PID control 3. Temperature Monitoring: Dual monitoring – central (skin) and peripheral (optional) 4. Cold Stress Detection: Early warning of cold stress onset 5. Control Modes: Skin mode, Air mode, Manual mode 6. Skin Temperature Control: Automatic regulation with alarms 7. Air Temperature Control: Automatic regulation with alarms 8. Manual Mode: Adjustable heater output with timer 9. Temperature Calibration: On-board user calibration facility 10. Control Interface: Feather-touch / soft-touch keys 11. Keypad Lock: Key-pad lock facility available 12. Watchdog Safety: Watchdog facility provided 13. High Temperature Safety: Automatic high-temperature cut-off 14. Heater Type: Ceramic Infra-Red heater 15. Heater Housing: Stainless steel parabolic reflector with heater grill 16. Heater Mobility: Swiveling heater source box 17. X-ray Compatibility: Provision to take X-ray 18. Heater Focus Heater remains focused on baby during swivel 19. Examination Light Integrated LED examination lamp 20. Bassinet Type Clear acrylic collapsible side panels 21. Infant Access: Access from all sides 22. Mattress Thick cushioned mattress	01 nos

Sr. No.	Item Short Text	Item Description	Total Quantity
20	LAPAROSCOPIC SURGERY SET WITH ELECTROSURGICAL CAUTERY UNIT AS PER THE ATTACHED TECHNICAL SPECIFICATIONS. MAKE: KARL STORZ LAPAROSCOPIC SURGERY SYSTEM MODEL: TELECAM C3	<p>(I) CAMERA</p> <ul style="list-style-type: none"> • 2D Processor • 4K Resolution • CMOS/CCD Image sensor • Should have provision for special filter for chromoendoscopy • Should have Zoom In/Out Function • Should be ICG Fluroscopy Compatible • Should have USB Port for data Capture • Power supply 100-240 Volts • The camera should be autoclavable <p>(II) MONITOR</p> <ul style="list-style-type: none"> • Monitor should be 31- 40 inches with 4K Resolution • Aspect Ratio should be 16:9 • Viewing angle -178° (Horizontal) and 178° (Vertical) • Output Ports -02 • Minimum Video Output – 02 <p>(III) LIGHT SOURCE</p> <ul style="list-style-type: none"> • Source should be LED Lamp • Lamp Life to be \geq 20,000 hrs • Luminosity - 1500 Lumens or more • It should have light Intensity adjustment facility • Fibre Optic Cable diameter should have 4.5 mm or above • Cable Length should be 300 cm or above • Cable should be autoclavable <p>(IV) CO2 INSUFFLATOR</p> <ul style="list-style-type: none"> • Flow Rate should be 40 Ltr/ Min or more • Pressure should be 0- 30 mm/Hg • It should have Pre-Heating Facility • It should provide quick and Precise Insufflation • It should have ability to automatically adjust flow rate. <p>(V) TELESCOPES</p>	01 nos

		<ul style="list-style-type: none"> • Set should provide 04 telescope • 0° - 5 mm and 10 mm • 30° - 5 mm and 10 mm • Telescopes should be at least 30 cm long <p>(VI) OTHERS</p> <ul style="list-style-type: none"> • It should have suction irrigation system • The set should have minimum 01 TB of Internal Storage for images • It should have video recording capability • Mobile Video Cart should be provided • 2KVA UPS to be provided <p>(VII) WARRANTY AND SAFETY</p> <ul style="list-style-type: none"> • OEM offered warranty for the product. • It should confirm to latest safety / SO standards <p>Seller must ensure availability of spares and consumables for next 10 Yrs.</p>	
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2. Pre-Qualification Criteria:

Bidders should upload the scanned copies of following documents along with their offer:

(a) Technical Pre-Qualification Criteria:

- The Bidder shall be OEM or authorized Dealer of the OEM, shall submit the OEM authorization certificate along with the bid.

(b) Commercial Pre-Qualification Criteria:

- The average annual financial turnover of 'The bidder' during the last three years, ending 31st March 2025 should be at least INR **105 Lakhs** as per the annual report (audited balance sheet and profit and loss account) of the relevant period, duly authenticated by a Chartered Accountant/Cost Accountant in India
- Bidders Shop and establishment registration certificate or registration certificate from registrar of firms or certificate of incorporation from Registrar of Companies. (Not required for permanent registered vendors with MDL)

Note:

- a) Start-ups recognized by DPIIT shall be given 100% relaxation in prior turnover and prior experience subject to meeting of quality and technical specifications.
- b) MSE manufacturer shall be given 100% relaxation in prior turnover and prior experience subject to meeting of quality and technical specifications.
- c) Bidders shall upload / submit supporting documentary evidence in support of the Pre- Qualification Criteria. MDL has a right to verify / cause verification of authenticity of the said documents whenever felt necessary.

Note

Authorized Representatives: Bids of bidders quoting as authorized representative of a principal manufacturer would also be considered to be qualified, provided:

Bidders shall upload / submit supporting documentary evidence in support of the Pre-Qualification Criteria. MDL has a right to verify / cause verification of authenticity of the said documents whenever felt necessary.

3. Earnest Money Deposit (EMD)/Bid Bond: Bidder shall submit the EMD before tender closing date.

- a) Following categories of Sellers shall be exempted from furnishing Bid Security/EMD:
 - i) EMD applicable for this tender is INR 4,20,000.00 (Rupees Four Lakhs twenty thousand).
 - ii) Micro and Small Enterprises (MSEs) who are holding valid Udyam Registration and are manufacturer of the **offered** Product or Service (Primary Product / Service - in case of bunch bid with total value wise evaluation) and give specific confirmation to this effect at the time of bid submission and claim EMD exemption and whose credentials are validated online through Udyam Registration website of Ministry of MSME and also through supporting document uploaded during bidding process and validated by the Buyer. State Government Buyers may, however, choose to exempt only MSEs from the State of Bid Inviting Authority by specifying the same in ATC of the Bid. In case no such ATC is included, eligible MSEs of all states are exempted.
 - iii) Start-ups as recognized by Department for Promotion of Industry and Internal Trade (DPIIT), holding valid Startup Recognition Certificate which is to be uploaded while bidding and claiming EMD exemption and to be validated by the Buyer. Bidder to ensure that turnover for any of the financial years has not exceeded beyond limits prescribed in the certificate / Start Up scheme of DPIIT
 - iv) KVIC, ACASH, WDO, Coir Board, TRIFED and Kendriya Bhandar.
 - v) Sellers who have got their credentials verified through the process of Vendor Assessment by Vendor Assessment Agencies for the Primary Product / Primary Service for which Bid / RA has been invited and holding valid Vendor Assessment or Vendor Assessment Exemption Report / Confirmation (Seller to upload VA report / VAE confirmation to be validated by the Buyer).
 - vi) Sellers / Service Provider having annual turnover of INR 500 Crore or more, at least in one of the past three completed financial year(s).
 - vii) Sellers / Service Providers holding valid BIS License for the Primary Product Category whose credentials are validated through BIS database and through uploaded supporting documents to be validated by the buyer.
 - viii) Central / State PSUs.
 - ix) Common/Deemed DPSU registered vendors qualify for EMD exemption. Such firms

shall submit valid copy of the registration certificate issued by DPSUs (other than MDL) for the items / services for which the offer is being submitted in Part-I offer/bid. Firms in process of obtaining registration in other DPSUs will not be considered for EMD exemption

- x) Green Channel Status vendors qualify for EMD exemption. Such firms shall submit valid copy of the Green channel certificate issued by MoD for the items for which the offer is being submitted in Part-I offer/bid. Firms in process of obtaining this certificate will not be considered for EMD exemption.
- b) The bidder seeking EMD exemption, must submit the valid supporting document with the bid.
- c) Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. **Traders are excluded from the purview of this Policy.**

4. Validity Period of offer:

- a. Bid / Offer shall have the validity period of **45 days** after the deadline date for bid submission (i.e., 45 Days from Tender closing date).
- b. 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 non-responsive.
- c. In case the day up to which the bids are to remain valid falls on/ subsequently declared a holiday or closed day for MDL, the bid validity shall automatically be deemed to be extended up to the next working day.
- d. If the bidder does not accept the request of MDL for extension of validity, the bid security will not be forfeited. A bidder agreeing to the request will not be required or permitted to modify his bid, but will be required to extend the validity of his bid security.
- e. In case techno-commercially accepted bidder/s does not agree to extend the offer validity, the offers of all techno-commercially accepted bidder/s including the bidder who has not agreed to extend their offer validity shall be opened and proceed further with valid bids.

5. Delivery Period:

- a. On placement of contract, Material delivery shall be completed progressively within 25 Days from date of placement of contract or 31.03.2026 whichever is earlier.
- b. CONSIGNEE: The Successful bidder/s shall supply the material on door delivery basis the Items will be delivered at:

THE COMMANDING OFFICER (OIC Medical Stores)
INHS ASVINI, NEAR RC CHURCH
COLABA POST, MUMBAI-400005
MAHARASHTRA.

6. E-Portal and E-Tender Guidance:

- a. Submission of bids against e-Tenders: The bidder is required to quote online on the e-Procurement website www.eprocuremdl.nic.in by the deadline, by submitting the Techno-commercial Bid & Price Bid in Electronic format only. The prices/quotes & a few declarations shall have to be entered/uploaded by the bidder online in the Tender's entry forms & other bid

documents scanned/soft copies shall have to be uploaded as part of the bid. All bids should be digitally signed using DSC (as explained below).

- b. To participate in e-Tender (s), every bidder must register themselves on the ASP's website (registration is free of cost) & must possess a legally valid Class-IIB or above Digital Signature Certificate (DSC) as per IT Act-2000, using which they can sign their electronic bids. The DSC can be procured from any Certifying Authority (CA) authorized by Controller of Certifying Authorities (CCA) of Govt. of India.
- c. National Informatics Centre (NIC) have been appointed by MDL as the Application Service Provider (ASP).
- d. Online User Manual is available on the website for the guidance of users & for participating in the eProcurement/ e-Tendering, the bidder must ensure having the requisite (IT) infrastructure at their office premises.
- e. For any further details of e tendering & digital signatures, please contact 0120- 4200462, 01204001002, 8826246593, eproc-support@gov.in.
- f. Problems in hardware/software, internet connectivity, system configurations, Browser setting etc., for whatsoever reason shall not be considered for extension of tender closing date and time.
- g. MDL will not be responsible for an error in downloading of tender documents from web by the bidders. The version appearing on MDL website will be considered final and authentic.

7. On-Line Submission of Offer in Two-Bid System:

Offer must be uploaded in two parts through e-tendering system. Bidders are requested to log on to our e-procurement portal <https://eprocuremdl.nic.in> for on-line submission of bids against above tender.

8.1. Part-I Bid Techno Commercial Bid following should be uploaded.

- i. **Acceptance on clauses** of Tender Enquiry (TEF), General Conditions of Contract (GCC) in the Prescribed Formats stating 'Accepted OR Deviation' as applicable for each of the clause.
- ii. **Blank Rate Schedule** Format clearly indicating 'QUOTED / NOT QUOTED' as applicable against each of the listed item in the prescribed format. Please mention applicable taxes in percentage. The applicable taxes to be indicated in %.
- iii. **Deviation Sheet** in case of any deviations from Terms, Conditions & Technical requirements specified in the Tender Enquiry (TEF), GCC.
- iv. Pre-qualification Documents.
- v. Scan copy of valid Bank details for payment by RTGS/NEFT/ in the format enclosed (New bidders only).
- vi. Valid MSME Udyam Certificate, MDL Registration Certificate as applicable.
- vii. GST Registration Certificate
- viii. Declaration certificate for Local content
- ix. Submit duly filled declaration / certificate as per **Annexure-A** towards compliance of Public Order on Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017.
- x. Confirmation of **GeM seller ID** on company letter head.
- xi. Integrity Pact (IP) duly filled & signed on each page.
- xii. Undertaking about conflict of interest.
- xiii. Additional documents as applicable to this tender.

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

8.2. Part-II Price Bid:

- i. Prices for each of the listed items has to be uploaded strictly in the prescribed format provided in the e-procurement portal. A standard Rate Sheet format has been provided with the tender document to be filled by all the bidders. Bidders are requested to note that they

should necessarily submit their financial bids in the format provided and no other format is acceptable. Bidders are required to download the file, open it and complete the white colored (unprotected) cells with their respective financial quotes and other details (such as name of the bidder etc.). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.

Note:

- (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.
- (iv) If a firm quotes NIL charges/rates against any line item, the bid shall be treated as unresponsive and will not be considered.

8. Bid Modification: Modification in bids, if any, is to be made by bidders prior to the tender closing date & time.

9. Corrigendum to Tender Document: Before the deadline for submitting bids, MDL may update, amend, modify, or supplement the information, assessment or assumptions contained in the Tender Document by issuing a corrigendum. The corrigendum shall be published in the same manner as the original Tender Document. Without any liability or obligation, the Portal may send intimation of such corrigendum to bidders who have downloaded the document under their login. However, the bidders' responsibility is to check the website(s) for any corrigendum. Any corrigendum thus issued shall be considered a part of the Tender Document. To give reasonable time to the prospective bidders to take such corrigendum into account in preparing their bids, MDL may suitably extend the deadline for the bid submission, as necessary. After MDL makes such modifications, any Bidder who has submitted his bid in response to the original invitation shall have the opportunity to either withdraw his bid or re-submit his bid superseding the original bid within the extended time of submission.

10. Bid Rejection Criteria:

- (a) **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 Part-I bid opening:
 - (i) Bids received after tender closing date and time.
 - (ii) Bids received other than through e-portal (in case of e-tender)
 - (iii) Bidders who are debarred under PPP MII order 2017, GeM, CPPP including Tender holiday issued by MDL.
 - (iv) Bid received without EMD.
- (b) **Liable rejection criteria:** Non-compliance/non-acceptance to any of the terms and conditions of the tender other than following shall render the bid liable for rejection;
 - (i) Bidders are required to submit the shortfall documents / clarifications within the duration / date stipulated by MDL failing which their bids will be liable for rejection.
 - (ii) Bids received without Integrity Pact duly filled & signed by the bidder on each page.

11. Security Deposit cum Performance Bank Guarantee (SD/PBG):

- (a) On placement of Contract, Performance Security for an amount equal to 5% of contract value (excluding taxes, duties) payable in Indian Rupees shall be submitted by the firm.
- (b) 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.
- (c) 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.
- (d) PS can also be remitted online through MDL website: <https://www.mazagondock.in/OnlinePayment.aspx>.

Or

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

- Go to www.mazagondock.in
 - Click on Online payment tab available on home page.
 - 4 option viz. Career, Tender, Security, Scrap/ Disposal will be available.
 - Click on the Tender tab and make the payment online using Debit cards, Credit Cards, Net banking, BHIM/ UPI etc. after filling the required details.
- (e) Further, the bidder should specifically mention the details of company name as well as nature of remittance, order number etc. in the text/narration fields of Bank's NEFT remittance in order to identify the same. The duly filled & signed copy of annexure is to be submitted to respective dealing commercial executives.
 - (f) In cases where the supplier / contractor has not submitted the PS and already commenced supply / services, equivalent amount shall be withheld from his bills if any. In such case, interest shall be recovered for the period starting from 26th day of transmission / notification of order/contract by any mode and amount involved at the relevant rate of interest. For Indian suppliers, the interest will be SBI BPLR plus 2%.
 - (g) PSBG shall be valid for validity period of PSBG plus four weeks for settlement of claim.
 - (h) The performance security will be forfeited and credited to MDL's account in the event of a breach of contract by the contractor.
 - (i) PSBG will be refunded to the contractor without interest, after he duly performs and completes the contract in all respects but not later than 60(sixty) days of completion of all such obligations including the warranty under the contract.
 - (j) Where the duration of contract is very long and banks are unwilling to issue BGs for long duration, rolling bank guarantee towards performance security can be submitted where it will be valid for at least one year with claim period of three months within which the same can be extended for further period by amendment.
 - (k) Performance security on reducing balance can be accepted when the contract period extends beyond one year. This will be effective on completion of one year and thereafter on six monthly / yearly basis.
 - (l) No exemption can be granted to any unit including MSME, SSI units and MDL Registered Supplier.
 - (m) In case of failure to submit performance security deposit by the supplier within 25 days of transmission / notification of order by any mode, the EMD will be forfeited (if available) and MDL reserves the right to cancel the order and invoke the risk purchase clause.
 - (n) 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.
 - (o) If it is established that the contractor has failed to comply with the Guarantee/Warranty obligations, the PSBG will be encashed by MDL. MDL's decision in this regard shall be final and binding on the Supplier / Contractor.

12. Guarantee/Warranty: As offered by the OEM for the particular product.

13. Pricing:

- i) Prices quoted by bidder shall remain firm and fixed during the currency of the contract and not subject to variation on any account
- ii) Bidders shall quote for delivery of the items to the following destination including charges towards inland transportation, insurance, unloading charges and other local costs incidental to the delivery of the Goods/Services.

14. Loading Criteria:

Deviations sought by the bidder shall be loaded on the bidder/s quoted prices during price evaluation by MDL for ranking of bids to judge L1, as under.

- (a) Varied payment terms quoted by indigenous bidders as compared to the terms stated in the Tender document shall be normalized by adopting the Benchmark Prime Lending Rate of State Bank of India plus 2% thereon on the amount (s) at variation and / or for the period (in no. of days) at variation.

15. Ranking of Bids: Tender line items are **separable and non-divisible** in nature.

- (a) Techno-Commercially Qualified Lowest Bidder on **item-wise basis** will be considered for processing of placement of order/contract for each line item.
- (b) Ranking of bids shall be done by considering following factors:
 - (i) The comparison of the responsive tenders shall be on total outgo on Least Cost Net of Credit Basis (LCNC), for the procurement to be paid to the supplier or service provider, including all elements of costs, duties, levies, freight, insurance etc. excluding GST (where ITC is available). Therefore, it shall be on the basis of CIF/ FOR destination basis, duly delivered, commissioned, as the case may be.
 - (ii) The applicable loading towards deviations shall be loaded for ranking purpose.
- (c) Discount given, if any, by the bidders, after the last date for submission of the bids but before opening of the price bids, will not be considered for determining the ranking of bids but will be considered after the said bidder is adjudged as L1.
- (d) On-line ranking visible to the bidders after opening Part-II price bid is without loading parameters. However, the L1 bidder will be evaluated offline by applying all applicable loading parameters as per tender and clarifications during techno-commercial scrutiny / TNC meeting.
- (e) Loading/Ranking will be done on original submitted bid at the time of closing of tender. However, in case MDL invites supplementary price bid from technically qualified bidders, then same will also be considered while ranking of bids.
- (f) In case of any discrepancy in the Blank Rate Schedule Format and actual On-Line Price Bid after opening of the price bids, the details mentioned in the On-Line Price Bids shall prevail over the details in blank rate schedule format.

16. Taxes & Duties:

- (a) Bidders must clearly mention the applicable Taxes & Duties in the rate sheet enclosed in the tender. The item-wise rates (i.e. Basic + Packing, Forwarding, Freight & Insurance & Unloading) quoted in the Rate sheet should exclude Taxes, Cess & Duties. Bidder should indicate GST rates as applicable separately under each of the head in the same rate sheet, which will be paid extra based on tax invoice to the extent applicable.
- (b) Supplier / Contractor will not be entitled to any increase in rate of taxes occurring during the period of extended delivery completion schedule if there is delay in supplies / completion attributed to him. However, if there is a decrease in taxes, the same must be passed on to MDL.

- (c) Wherever all-inclusive prices are quoted by the Bidders without bifurcation of tax elements, no escalation can be considered in respect of any variations in statutory levies arising subsequently because of the absence of the required base figures in the purchase order / contract.
- (d) Income tax applicable on cost of services rendered in India in relation to the contract, shall be payable by Bidders.
- (e) TDS (GST) shall be carried out as per the existing Laws and Acts.
- (f) **Goods and Services Tax (GST):**
- (i) The prevailing rate of GST is to be indicated in blank rate sheet in Part-I.
 - (ii) For MDL's GST number, please visit our website. MDL's GST Number is 27AAACM8029J1ZA.
 - (iii) Bidder shall mention MDL GSTIN while invoicing and avoid any data entry error on GST portal.
 - (iv) Bidders shall mandatorily mention their GST number in their offer.
 - (v) Bidders shall mention the HSN (Harmonized System of Nomenclature) code for the quoted items and services in their offer. These codes must be in accordance with GST law and responsibility of specifying correct HSN codes for goods &/or services is that on the bidder. MDL shall not be responsible for any error in HSN no. specified by vendor. However, if any penalty is levied on MDL or any loss of ITC to MDL occurs or any delay in availing ITC by MDL occurs due to such error, vendor shall reimburse such loss after intimation by MDL or the amount shall be recovered from any outstanding payments to the vendor.
 - (vi) If the bidder is registered under GST, the GST registration number (15 digit GSTIN) issued by GoI shall be mandatorily provided by the Bidder. Bidder having multiple business verticals within state / at multiple states with separate GST registration numbers shall forward GSTIN of only that vertical which is involved in supply of goods and/or services.
 - (vii) Bidder must mention HSN numbers in invoices as reflected in the order. These codes must be in accordance with GST law.
 - (viii) If bidder is registered under GST, Bidder shall ensure timely submission of invoice and file all applicable returns under GST Law in the stipulated time & any losses of ITC to MDL arising due to delay in submission of invoice or delay in filing will be recovered from their invoice wherever MDL is eligible to avail tax credit. Any default towards payments of tax and / or uploading of monthly returns by supplier / contractor, MDL retains right to withhold payments towards tax portion until the same is corrected & complied by the supplier/ contractor with the requirement of GST along with satisfactory evidence.
 - (ix) Original invoice to be submitted to Bill Receipt Centre at MDL gate and a copy of the invoice to be submitted to the respective stores.
 - (x) If the GST rating of supplier / contractor on GST portal/ Govt. website is found to be negative/ blacklisted, the MDL reserves the right to reject the offer of such bidders. Similarly, on post placement of the contract/order, MDL shall reimburse GST to the vendor only after he makes the payment of GST and fulfils all requirements as per GST law for successful GST along with penalties/interest, if any, incurred by MDL.
 - (xi) In case, MDL is unable to avail ITC, supplier/contractor at their own cost shall rectify the shortcoming in the returns to be filed immediately thereafter. Further, if the ITC is delayed / denied to MDL / reversed subsequently as per GST Laws due to non / delayed receipt of goods and / or services and / or tax invoice or expiry of timelines prescribed in GST Laws for availing ITC, non-payment of taxes or non-filing of returns or any other reason not attributable to MDL, supplier /contractor shall pay any loss of amount along with interest and penalty on MDL under GST Laws for the number of days the ITC was delayed. If the short coming is not rectified by supplier/contractor and MDL ends up in reversal of credits and / or payments, supplier /contractor is fully liable for making good

all the loss incurred by MDL. MDL reserves right to recover any interest, penalty or loss from any amount due to supplier /contractor or otherwise.

- (xii) If bidder is registered under GST, Suppliers shall be responsible for the financial and non-financial consequences in case of non-compliance of GST provisions/requirements/timelines on their part.

17. Consignee:

- (a) Material to be delivered at: THE COMMANDING OFFICER (OIC Medical Stores), INHS ASVINI, NEAR RC CHURCH, COLABA POST, MUMBAI-400005, MAHARASHTRA.
- (b) In order to avoid inconvenience during the delivery of material, it is advisable for supplier to depute their representative in their own interest to coordinate the activities between the transporter, and Consignee.
- (c) Following document should be submitted along with material:
- PO copy & subsequent amendments issued to it, if any.
 - Invoice, Delivery Challans clearly indicating MDL Purchase Order No, E-Way bill (if applicable) details are to be submitted during the delivery of the items

18. Mode of Dispatch: Bidder shall indicate mode of dispatch in their offer (i.e. Road/Rail/Air/Sea).

19. 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 sub-contractor, 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.

20. Receipt Inspection: The items on receipt at consignee location will be inspected by SURGEON CAPTAIN H.K. GOJE.

- a. Any objection raised by the above team against quality/quantity shall be satisfactorily corrected by the supplier at his expenses.
- b. The successful bidder should ensure the following documents along with the supply to ascertain the smooth inspection & timely payment of the materials
- i. Delivery challan,
 - ii. Invoice
 - iii. Test reports/certificates (if any)
 - iv. Order copy and amendment copy if applicable (photo copy)
 - v. Packing list
 - vi. Storage / Preservation / Installation / Commissioning / Maintenance Procedures & other technical documentation (if applicable).

21. Payment Terms:

- (a) No Advance payment.
- (b) Payment shall be made as per actual quantity received and accepted. 100% Payment shall be made within 15 days of receipt/completion of material/services subject to acceptance of material/services and as reduced by any deductibles (example: Performance Security etc.) and / or the amount leviable towards liquidated damages, if any plus 100% taxes, duties etc. as applicable.
- (c) Part payment against part supply shall be made.
- (d) Bidders shall furnish all the necessary details like name of the bank / branch, branch code No, bank account no in their technical bid as per the RTGS/NEFT/ECS format provided with the tender enquiry
- (e) The bills to be addressed to DGM (C-MP) and should be forwarded / submitted to Invoice Receipts Section located at South Yard Gate, opposite to Reception Centre, Mazagon Dock Shipbuilders Ltd, Dockyard Road, Mumbai: - 400010.
- (f) Invoice become payable only after receipt & acceptance of the material by MDL. MDL shall not be responsible for delay in payment because of errors in invoice with regard to HSN number, missing/incorrect PO no and its line item number or Incorrect Item Description etc. Vendors are advised to ensure correctness of invoices in line with the PO. Each invoice shall have reference of MDL PO No. and respective PO line item.

22. Payment Mode & Documents:

- (a) All the payments to indigenous bidders due shall be made through Real Time Gross Settlement (RTGS) / National Electronic Fund Transfer (NEFT) by MDL.
- (b) **Documents for Payments:**
 - (i) Supplier's invoice.
 - (ii) PO copy with amendments if any
 - (iii) GRN cum Inspection Report. (Compliance from Inspection Dept)
 - (iv) Confirmation of receipt and verification of Bank Guarantee as applicable.
- (c) **Alternate MSME vendor payment through TReDS:**
 - (i) In order to address the financial needs of MSME firms, GoI has introduced a platform for facilitating the financing of trade receivables of MSMEs from buyers, through multiple financiers which is termed as Trade Receivables Discounting System (TReDS). At TReDS, auctioning of invoices at competitive & transparent environment is done by financiers based on Buyer's credit profile.
 - (ii) MDL is registered on the "Invoicemart" TReDS platform and M1xchange of M/s Mynd Solutions Pvt. Ltd.
 - (iii) MSME bidders desirous to receive payments through TReDS platform may avail the facility if they are already registered on
 - (a) "Invoicemart" TReDS platform or by registering on it.
Contact details at "Invoicemart" TReDS platform are as below:
Amit Kumar Dutta, Mob – 8600179668,
Mail - amit1.dutta@invoicemart.com
Complete address - A.TReDS Ltd, A3, 11th Floor, Ashar IT Park,
Thane – 400604
 - (b) "M1xchange" TReDS platform or by registering on it.
Contact details at "M1xchange" TReDS platform are as below:

Shaiwal Sinha, Mob: 9599224594,
Mail : shaiwal.sinha@m1xchange.com
Ankit Singh, Mob : 9800250395,
Mail : ankit.singh@m1xchange.com
Complete Address:- M1xchange Office address (Mumbai):
A-403, The Qube 4th floor, MV road, Marol, Andheri (E)
Mumbai – 400059

(c) Receivables Exchange of India Ltd

Contact details are as below –
SANTOSH YADAV, Mob - +91-9167708156,
Mail - santosh.yadav@rxil.in
ANGELIN ANBARASAN, Mob - +91-8451975191,
Mail - angelin.anbarasan@rxil.in

Complete address - Receivables Exchange of India Limited, 701-702,7th Floor,
Supremus, E Wing, I-Think Techno Campus, Kanjurmarg East, Mumbai 400042

- i. MSE bidders upon successful delivery shall submit their invoices along with the mandated enclosures at MDL, Central Receipt Section. MSE vendors, desirous to receive payments through "Invoicemart" / "M1xchange" TReDS platform, shall submit their TReDS details along with the invoice at MDL, Central Receipt Section. Upon receipt and acceptance of the supplied material and receipt of invoices with the mandated enclosures, MDL shall process the invoice for payment as per vendor submitted TReDS details on "Invoicemart" / "M1xchange" TReDS platform. Any unfinanced invoices / invoices of MSE bidders seeking payment from MDL directly shall be processed as per the Standard payment terms agreed in PO / contract.
- (d) **E Invoice:** Bidder, whose aggregate turnover in any preceding financial year from FY 2017-18 onwards, exceeds INR 5 crore as per GST Act or as applicable from time to time, will have to submit an e- Invoice with a Quick Response (QR) code and Invoice Registration No.(IRN) Wherever GST is applicable, payment will be released against e-Invoice, or Invoice accompanied with Vendor's Self Declaration that " We do not fall under the category of registered persons notified under Rule 48(4) of the Central GST Rules, 2017 and we are not required to comply with e-Invoicing provisions under GST Act, as our aggregate turnover in any preceding financial year from 2017-18 onwards has not exceeded Rs. 5 Crores as per GST act".

23. Purchase Preference to Micro and Small Enterprises (MSEs):

Micro and Small Enterprises (MSEs) registered under Udyam Registration or as directed by government are eligible to avail the benefits under the policy. This Policy is meant for procurement of only goods produced and services rendered by MSEs. Traders/Distributors/Sole Agents/Works Contract are excluded from the purview of the policy. MDL has right to place order on MSE Manufacturer and MSE Service Provider meeting following criteria:

- (a) In tender, participating Micro and Small Enterprises (MSE) quoting price within price band of L1+15 (fifteen) per cent shall also be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE and such MSE shall be allowed to supply up to 25 (twenty-five) per cent of total tendered value. The 25(twenty-five) per cent quantity is to be distributed proportionately among these bidders, in case there are more than one MSEs within such price band.

- (b) Within this 25% (Twenty Five Percent) quantity, a purchase preference of four (4) per cent is reserved for MSEs owned by Scheduled Caste (SC)/ Scheduled Tribe (ST) entrepreneurs and three (3) percent is reserved for MSEs owned by women entrepreneur (if they participate in the tender process and match the L1 price). However, in event of failure of such MSEs to participate in tender process or meet tender requirements and L1 price, four percent sub-target for procurement earmarked for MSEs owned by SC/ST entrepreneurs and three (3) percent earmarked to women entrepreneur will be met from other MSEs. . MSEs would be treated as owned by SC/ ST entrepreneurs:
- (i) In case of proprietary MSE, proprietor(s) shall be SC /ST;
 - (ii) In case of partnership MSE, the SC/ ST partners shall be holding at least 51% (fifty-one percent) shares in the unit;
 - (iii) In case of Private Limited Companies, at least 51% (fifty-one percent) share shall be held by SC/ ST promoters.
- (c) **In case of tender item cannot be split or divided, etc. the MSE quoting a price within the band L1+15% may be awarded for full/ complete supply of total tendered value to MSE provided they match L-1 price.**

24. Public Procurement Policy (Preference to Make in India) Order 2017: The Government of India has issued revised Public Procurement (Preference to Make in India) order 2017 on 16th Sep' 2020 as part of its policy to encourage "Make in India" and promote manufacturing and production of goods and services in India with a view to enhancing income and employment. Subject to the provisions of this order and to any specific instructions issued by Nodal Ministry or in pursuance of this order, Purchase Preference shall be given to local suppliers in all the procurements undertaken by MDL in the manner specified below:

- **Aspects of 'Preference to Make in India':** The following terminology / definitions used in the policy is enumerated below and applicable to the tender:
 - (i) "Local content" means the amount of value added in India which shall be the total value of item (goods, services or works or their combination) under procurement (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value in percent. Different definition of Local Content may be specified by the Nodal Ministry for items assigned to them, which will prevail over above.
Note: The local content can be increased by vendors through partnerships, cooperation with local companies, establishing production units in India or Joint Ventures (JV) with Indian suppliers, increasing the participation of local employees in services and training them.
 - (ii) Class-I Local Supplier: means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content of 50% or more.
 - (iii) Class-II Local Supplier: means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content of 20% but less than that prescribed for "Class-I local supplier".
 - (iv) Non-Local Supplier: means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than that prescribed for "Class-II local supplier" under this order.
 - (v) "L1" means the lowest tender or lowest bid or lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.
 - (vi) "Margin of Purchase Preference" means the maximum extent to which the price quoted by a "Class-I Local Supplier" may be above the L1 for the purpose of purchase preference. The margin of purchase preference shall be 20% which is to be indicated in tender.

Note:

- i. Procedure for determination of L1 price for the purpose of deciding eligibility for Purchase Preference shall be as stipulated in the tender.
- ii. Price/s of all Class I local supplier/s in a tender is more than 20% of L1's price no purchase preference shall be applicable.

- **Eligibility Criteria to bid:**

Class I and Class II local Supplier and Non- Local Supplier are eligible to bid for this tender.

Note: Non-Local Suppliers can participate only for the line items which are under GTE exemption for being a Medical Items (as per OM no. F.4/1/2023-PPD (pt.) dated 28/06/2024 issued by DOE-MOF).

Minimum local content: The "local content" requirement to categorize a supplier as "Class-I local supplier" is **minimum 50%**.

- **Purchase Preference (PP):**

- i. Purchase preference shall be given to only "Class-I Local Supplier" (Class II Local Supplier are not eligible for purchase preference) in procurements undertaken in the manner specified in the succeeding sub-paras:
- ii. The Class-I local suppliers, under PPP-MII Order, participating in any government tender, may or may not be MSEs, as defined under the MSME Act. Similarly, MSEs participating in any government tender, may or may not be Class-I local suppliers. Suppliers may be categorized in following four broad categories for consideration or applicability of purchase preference:

Category	Terminology
Supplier is both MSE & Class-I local supplier.	"MSE Class-I local supplier"
Supplier is MSE but not Class-I local supplier.	"MSE but non-Class-I local supplier"
Supplier is not MSE but is Class-I local supplier.	"Non-MSE but Class-I local supplier"
Supplier is neither MSE nor Class-I local.	"Non-MSE non-Class-I local supplier"

- iii. In the procurement covered by para above (Para 3(a) of PPP-MII Order, 2017) for which Nodal Ministry has notified sufficient local capacity and competition, **only Class-I local suppliers are eligible to bid** irrespective of purchase value. Hence, Class-II local suppliers or Non-local suppliers, including MSEs which are Class-II local suppliers/ Non-local suppliers, are not eligible to bid. Purchase preference shall be accorded as under:

- a. L-1 is "MSE Class-I local supplier": **100% of the tendered quantity shall be awarded to L-1.**
- b. L-1 is "Non-MSE but Class-I local supplier"(Divisible in nature): Purchase preference shall be given to MSEs as per PPP-MSE Order. Balance quantity be awarded to the L-1 bidder.
- c. L-1 is "Non-MSE but Class-I local supplier" (**Non-Divisible in nature**): Purchase preference shall be given to lowest quoting MSE Class-I local supplier as per PPP-MSE Order. If lowest quoting MSE Class-I local supplier does not accept the L-1 rates, the next higher eligible MSE Class-I local supplier is to be given purchase preference and so on. **100% of the tendered quantity shall be awarded to MSE Class-I local supplier accepting L-1 rates.** If MSE Class-I local suppliers do not accept L-1 rates, then contract shall be awarded to L-1

- **Declaration/Verification of Local content:**

- (i) Participating bidders to indicate the percentage of local content (i.e. value added in India) along with the details of location/s where the local value addition is made, in their bids, item wise or tender wise. The indicated local content percentage shall

decide categorization of the vendors as “Class-I Local Supplier” / “Class-II Local Supplier” / “Non-local Supplier”. All bidders should declare that the item and service offered meets the minimum local content & indicate its percentage in their offer which shall meet or excel required local content specified in tender. This declaration is necessary even if Custom Duty Exemption and / or ERV (if applicable) are not being sought. Certification as under is to be submitted mandatorily in technical Offer-Part-I bid.

Self-certification by Chief Financial Officer or Other legally responsible person nominated in writing by the Chief Executive or Senior Member / Person with Management Responsibility of Corporation / Partnership / Individual. However, in cases of procurement for value in excess of Rs. 10 Crores, the bidders shall provide a certificate from statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of supplier other than companies) giving the percentage of local content.

The bidder shall give self-certification for local content in the quoted item (goods / works / services) at the time of tendering. However, at the time of execution of the project, for all contracts above INR 10 Crore, the contractor / supplier shall submit local content certification duly certified by cost / chartered accountant in practice. For cases where it is not possible to provide certification by Cost / Chartered Accountant at the time of execution of project, the supplier shall be permitted to provide the certificate for local content from Cost / Chartered Accountant after completion of the contract, within time limit acceptable to the procuring entity (30 days of completion). In case the contractor / supplier does not meet the stipulated local content requirement and the category of the supplier changes from Class-I to Class-II/ Non-local or from Class-II to Non-local, a penalty of 10% of the contract value shall be imposed which shall be withheld from the payment due to the bidder. However, contract once awarded shall not be terminated on this account. Bidders to be noted that once the declaration / certification is committed at tender submission stage, the same cannot be altered subsequently at technical negotiation stage or after award of contract otherwise would be treated / considered as false declaration by bidder and necessary action shall be initiated as per tender clause ‘Debarment of bidders / suppliers’ of the said Order for debarment.

- (ii) Declared Local Content shall be the basis for categorization of the vendors and tender evaluation. However, MDL reserves the right to undertake detailed examination of declared local content and may call vendor to submit relevant documents.
- (iii) In cases where MDL received the complaint from any vendor or person, along with the fees prescribed below, verification of Declared Local Content shall be carried out by seeking additional info as deemed necessary and the bidders (including unsuccessful bidders) against the tender shall be obliged to furnish the necessary documents. Failing to do so, the vendor may invite penal action as per the provisions of the Order. If MDL possess the capability, then it shall perform the verification. However, if in the opinion of MDL matter needs to be dealt at higher level, then the complaint shall be referred to Nodal Ministry and their fees / expenses / charges applicable as per the Nodal Ministry, if any, shall be borne by the complainant. MDL is authorized to prescribe fees for handling complaints under revised PPP MII 2017 Order. The fees for filing a complaint under the order shall be Rs. 10,000/- per case. The complaint shall be filed to the Chairman, Public Grievance Cell. The fee shall be deposited by complainant in MDL’s Account by NEFT.

- (iv) On scrutiny of offer, if all the bidders participating in the tender happen to have either not submitted the declaration certificate or not declared / specified the local content percentage in the declaration certificate or specified local content lower than the minimum local content requirement as per the tender, the subject tender shall be cancelled & matter shall be taken up with Ministry, by the user department, as per the procedure indicated at above Purchase Preference Para or as amended by MoD / DPIIT / DoE.
- (v) On opening of the price bids, if it is identified that there is difference in local content declaration made & local content percentage as per price quoted is now not meeting (i.e. lesser than) the specified tender requirement (i.e. only on the quoted price without any loading) then such bidder shall be disqualified and shall not be considered for ranking purpose. The bid would be treated / considered as given false declaration and necessary action for debarment shall be initiated.
- (vi) The Local Content Declaration shall be uploaded along with the Part-I bid.

- **PPP MSE Order 2012:**

Bidder has to indicate his choice for Purchase Preference under PPP MSE Order 2012 or Purchase preference under PPP MII Order 2017 which will not be permitted to be changed once bid is opened.

Purchase Preference under PPP MSE Order 2012 shall prevail over Purchase preference under PPP MII Order 2017.

- **Price negotiation & contract placement:**

- (i) MDL has right to negotiate with L1 bidders on the quoted prices. However, it shall be ensured that Local Content percentage as declared by the vendor is maintained or increased but not reduced.
- (ii) After the contract is awarded and the supplies are completed, the supplier shall provide a "Local content certificate" (in the format provided at the time of PO placement) declaring the actual Local content percentage achieved while executing the contract. In case of failure to provide Local Content Certificate for the executed order within reasonable time, the issue be referred for debarment.

Note: In cases of procurement for value in excess of Rs. 10 Crores, the supplier shall provide a Local Content certificate (in the format provided at the time of PO placement) from statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of supplier other than companies) giving the percentage of local content.

- (iii) Supplier shall be intimated that the supporting documentation towards realization of committed Local Content as per the contract / order terms & conditions shall be maintained for a period of seven years from the date of completion of the contract for audit purpose. Nodal Ministry may constitute committees with internal & external experts for independent verification of self-declarations and auditor's / accountant's certificates on random basis and in the case of complaints.

Note: The Actual Local Content Certificate as above, shall be mandatorily submitted by the successful bidder post execution of PO.

- **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.

- **Reciprocity Clause:** Entities of countries which have been identified by the nodal Ministry/ Department as not allowing Indian companies to participate in their Government procurement for any item related to that nodal Ministry shall not be allowed to participate in Government procurement in India for all items related to that nodal Ministry/ Department, except for the list of items published by the Ministry/ Department permitting their participation.

25. Land Border:

- a) Bidder shall comply orders issued by ministry of Finance department of expenditure Vide OM 6/18/2019- PPD dated 23 July 2020 & 24 July 2020 and OM No F.7/10/2021/-PPD(1) dated 23.02.2023.
- The Orders stipulate mandatory registration with competent authority and seeking certificate of compliance with this Order from the bidder from a country which shares a land border with India in the tender process. Exclusions from these restrictions have also been enlisted in the Order. 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).
- b) This clause is applicable for bidders from a country which shares a land border with India” for the purpose of this Order means: -
- i) An entity incorporated, established or registered in such a country; or
 - ii) A subsidiary of an entity incorporated, established or registered in such a country; or
 - iii) An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - iv) An entity whose beneficial owner is situated in such a country; or
 - v) An Indian (or other) agent of such an entity; or
 - vi) A natural person who is a citizen of such a country; or
 - vii) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
- c) Registration shall not be applicable for the bidders from those country to which the Government of India has extended Line of credit or in which the government of India is engaged in development project.
- d) The Bidder shall submit declaration / certificate as per **ANNEXURE–A** towards compliance of Public Order on Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017.

26. Freak Low Bid:

- (a) If the quoted L-1 rate is less than Cost Estimate / NLPP by more than 40% w.r.t. Cost Estimate / NLPP and if the quoted L-1 rate is less than L2 by more than 30% w.r.t. L2 then such quote will be treated as freak low quote.
- (b) In case of freak low quote, meeting may be held with L-1 bidder to ascertain whether the quoted prices are “workable”. The proper justification shall be given by the bidder.

27. Option Clause: MDL retains the right to place orders for an additional quantity up to 50% of the originally contracted quantity at the same rate and terms & conditions of the contract, during the currency of the contract.

MDL retains the right to increase/decrease the ordered quantity by up to 50 % at the same rate and terms & conditions of the contract, at any time during the currency of the contract (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)

28. 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).

29. Risk Purchase & Order Cancellation: If the equipment / article / service or any portion thereof be not delivered / performed by the scheduled delivery date / period, any stoppage or discontinuation of ordered supply / awarded contract without written consent by Purchaser or not meeting the required quality standards the Purchaser shall be at liberty, without prejudice to the right of the Purchaser to recover Liquidated Damages / penalty as provided for in these conditions or to any other remedy for breach of contract, to terminate the contract either wholly or to the extent of such default. Amounts advanced or part thereof corresponding to the undelivered supply shall be recoverable from the Contractor / Bidder at the prevailing bank rate of interest. The Purchaser shall also be at liberty to purchase, manufacture or supply from stock as it deems fit, other articles of the same or similar description to make good such default and/or in the event of the contract being terminated, the balance of the articles of the remaining to be delivered there under. Any excess over the purchase price, cost of manufacture or value of any articles supplied from the stock, as the case may be, over the contract price shall be recoverable from the Bidder / Supplier / Contractor directly or from the payments due against any other order/s in MDL or any other Govt organization/ CPSU.

30. Integrity Pact (IP): The Integrity pact essentially envisages the agreement between prospective vendors / bidders & buyers committing the person/officials of both the parties not to exercise any corrupt influence on any aspects of the contract. Only those vendors/bidders who enter into such an integrity pact with the buyer would be competent to participate in the bid. The format of integrity Pact is enclosed with tender documents. IP shall be submitted on plain paper. The 'Integrity pact' dully filled as per enclosed format to be submitted along with the offer. Each page of Integrity Pact shall be duly signed by the bidder. In case of non-submission of Integrity Pact by the bidders, duly signed on each page, with Part-I of the bid, shall render the bid liable for rejection. The original IP to be submitted or couriered to reach MDL within 7 days from Tender Opening date to Mr Manoj Meshram, DGM(C-MP), 2nd floor, South Block – II, Mazagon Dock Shipbuilders Ltd, Dockyard Road, Mumbai – 400010.

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

- Shri M.N.Krishnamurthy, IPS(Retd.) Email ID: krishnamurthymn19@gmail.com
- Shri Deepak Kashyap, IRTS(Retd.) Email ID: deepakkashyapnd02@gmail.com

31. Hindrance Register: Wherever submission, approvals and clearances are required, hindrances, if any, with date of occurrences and removal shall be noted in the Hindrance Register. The Hindrance Register shall document reasons for the delay vis-à-vis the mutually agreed schedule. All hindrances such as delay in MDL Inputs (Drawings/Material/Documents/Services/ Inspection call), delay by TPI/Inspection Agency/Customer(Navy), delay on account of specialist services, non-performance by the contractor, delinquency by the vendor, force majeure or any other relevant reason shall be recorded. The Hindrance Register shall be signed by the reps. of both MDL as well as Contractor. Executive in the rank of Chief Manager and above shall be the nodal executive of the User Department. Site-In-Charge of the supplier or their authorized signatories are only authorized to sign the hindrance register. In case the contractor has a different opinion for hindrance and a dispute arises, then the matter shall be referred to the next higher authority. the decision of the next higher authority in case of dispute in respect of hindrances during the course of executing an order/contract shall be final and binding on the contractor. In case of delay in removing the hindrance, the contractor may reduce manpower deployed on the work. Under no circumstances, contractor should be paid for idle manpower.

32. Public Grievance Cell: A public grievance cell has been set up in the company. Members of public having complaints or grievances are advised to contact the Authorities or send their complaints / grievances in writing for redressal.

- President - Shri R. R. Kumar, ED(Tech). Email ID – rrkumar@mazdock.com
- Member – Shri A K Chand, GM(HR). Email ID – akchand@mazdock.com
- Member – Shri E R Thomas, GM(Tech). Email ID – erthomas@mazdock.com
- Member – Shri S C Mandal, GM(Tech). Email ID – smandal@mazdock.com

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

- i) Bidder has withdrawn / modified / amended / impaired / derogated from the tender during the period of bid validity.
- ii) Bidder fails or refuses to execute the contract upon notification of acceptance of bid by MDL during the period of bid validity.

34. Conflict of Interest among Bidders/ Agents: A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of MDL's interests. The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in certain cases as enumerated in Enclosure – 7.

Note- Participation of any bidder in this tender is construed as the bidder unconditionally agree and abide by the content of undertaking at Enclosure 7.

35. Contacting MDL during the evaluation: From the time of bid submission to awarding the contract, no bidder shall contact MDL on any matter relating to the submitted bid. If a Bidder needs to contact MDL for any reason relating to this tender and/ or its bid, it should do so only in writing or electronically. Any effort by a Bidder to influence MDL during the processing of bids, evaluation, bid comparison or award decisions shall be construed as a violation of the Code of Integrity, and bid shall be liable to be rejected as nonresponsive in addition to other punitive actions for violation of Code of Integrity as per the Tender Document.

36. Cartel Formation/Pool Rates: It is possible that sometimes a group of bidders quote the same rate against a tender. Such pool/cartel formation is against the basic principle of competitive bidding and defeats the very purpose of an open and competitive tendering system. Such and similar tactics to avoid/control true competition in a tender leading to "Appreciable Adverse Effect on Competition" (AAEC) have been declared as an offence under the Competition Act, 2002, as amended by the Competition (Amendment) Act, 2007. In case of evidence of cartel formation, detailed cost analysis may be done by associating experts if necessary. Besides, suitable administrative actions can be resorted to, such as rejecting the offers, reporting the matter to trade associations, the Competition Commission or NSIC, etc., and requesting them, inter-alia, to take suitable strong actions against such firms. Purchaser may also debar the tenderers indulging in cartel formation/collusive bidding/bid rigging for a period of two years from participation in the tenders of the Purchaser.

37. Registration on Government E-Marketplace (GeM) Portal: Bidders shall mandatorily obtain the unique GeM Seller ID and submit the same to MDL. Requirement of unique GeM Seller ID is applicable only where the total amount of bid is more than INR 25 Lakhs (inclusive of taxes etc.). Non-submission of Unique GeM Seller ID is under rejection criteria.

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

39. Additional Instructions:

- (a) Bidder shall abide to all tender terms & conditions including General Conditions of Contract (GCC).
- (b) The bidder shall also abide to all statutory requirements, Official Secret Act 1923, Security and Safety Rules as per references, which are part of this tender. If contractors' employees are not adhering to the health, safety and environment norms and the contractors not equipping their employees with suitable safety gears, will be viewed seriously. For non-adherence to above will be levied as per extant guidelines of Security and Safety Rules prevailing time to time, to the contractor without prejudice to other rights to enforce the safety requirements.
- (c) MDL shall not be bound by any printed conditions or provisions in the sellers bid forms or acknowledgement of contract, invoices, packing list and any other documents which purport to impose any conditions at variance with the tender terms / final negotiated & accepted terms.
- (d) In case of improper on-line filling or non-submission of Acceptance formats for Tender Enquiry Form (TEF), GCC, it shall be presumed that all our tender terms & conditions are acceptable to the bidder.
- (e) Wherever the clauses in tender document (Part A) are getting repeated in GCC, then in such cases bidders are requested to refer the clauses in the tender doc (Part A) and offer their comments/acceptance, accordingly.

40. Contact Person for any clarification:

In case of any clarifications, bidders are requested to contact the undersigned, before the closing date of the tender.

Department	Name of Executives	Contact No	Email
Technical	Mr. Vikash Kaushik, DM(CSR)	022-23762174	vkaushik@mazdock.com
Commercial	Mr. Mehul Parmar, DM(MP-SPC)	022-23763248	mrparmar@mazdock.com
	Mr. Vikas Gautam, DM(MP-SPC)	022-23763247	vikasgautam@mazdock.com
	Mr. Manoj Meshram , DGM(MP-SPC)	022-23763259	mmeshram@mazdock.com

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

Yours faithfully,
For MAZAGON DOCK LIMITED,
Vikas Gautam, DM (MP-SPO/DPO)
Mehul Parmar, DM (MP-SPO/DPO)

DETAILS OF ENCLOSURES

Enclosure	-	1	:	Integrity Pact (IP)
Enclosure	-	2	:	RTGS/NEFT – Mandate Authorization Form
Enclosure	-	3	:	General Conditions of Contract (GCC)
Enclosure	-	4	:	Details Of Remittance To MDL’s Bank Account
Enclosure	-	5	:	Proforma bank guarantee for Security Deposit cum PBG
Enclosure	-	6	:	Official Secret Act 1923
Enclosure	-	7	:	Undertaking For Conflict Of Interest
Enclosure	-	8	:	Undertaking for not debarred
Enclosure	-	9	:	Local Content Declaration
Enclosure	-	10	:	Deed of Agreement
Annexure	-	A	:	Declaration of Compliance of order
Annexure	-	B	:	Format for the declaration for TDS

Uploaded on e-procurement portal:

- i. TEF Acceptance form
- ii. GCC Acceptance form
- iii. Un-price Bid Form
- iv. Vendor details Form
- v. BOQ - Price Bid Rate Sheet

The following reference documents and formats are available on MDL website <https://mazagondock.in>

(path: Tenders>>Shipbuilding>>Material Purchase>> SB-MP Notification >>)

- i. Proforma Bank Guarantee for SD cum PBG.
- ii. RTGS / NEFT Format.
- iii. Statutory requirements, Official Secret Act 1923 & Safety clause.
- iv. Make in India declaration by bidder.

INTEGRITY PACT

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

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

PREAMBLE

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

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

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

(1)	The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
a)	The Bidder(s)/Contractor(s) will not, directly or through any other persons or firm, offer promise or give to any of the Principal/Buyer's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage or any kind whatsoever during the tender process or during the execution of the contract.
b)	The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

	c)	The Bidder(s)/Contractor(s) will not commit any offence under the relevant Anti-Corruption Laws of India; further the Bidder(s)/Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to other, any information or document provided by the Principal/Buyer as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
	d)	The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. All payments made to the Indian Agent/representative have to be in Indian Rupees only. Further details as mentioned in the "Guidelines of Indian Agents of Foreign suppliers" shall be disclosed by the Bidders(s)/Contractor(s). Copy of the "Guidelines on Indian Agents of Foreign Suppliers" as annexed and marked as Annexure-A.
	e)	The Bidder(s)/Contractor(s) will when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
	f)	The Bidder (s)/Contractor(s), their agents, representatives shall not do such things so as to interfere with the procedures laid down in the Principal/Buyer's tender containing the General Conditions of Contract (GCC) in respect of procurement contracts for goods, services and civil works.
	g)	The Bidder commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
(2)		The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlines above or be an accessory to such offences.
(3)		The person signing IP shall not approach the Courts while representing the matter to IEMs and he/she will await their decision in the matter.

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

		If the Bidder(s)/Contractor(s) before contract award or during execution of Contract has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility as Bidder(s) in question, the Principal/Buyer is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or to terminate the contract, if already signed for such reason, as per the procedure mentioned in the "Guidelines on Banning of business dealings" Copy of the "Guidelines on Banning of business dealings" is annexed and marked as Annexure-B.
	1)	If the Bidder(s)/Contractor(s) has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal/Buyer is entitled also to exclude the Bidder(s)/Contractor(s) from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder(s) and the amount of the damage. The exclusion will be imposed for a minimum of <u>six</u> months and maximum of <u>five</u> years, which may be further extended at the discretion of the Principal/Buyer.
	2)	A transgression is considered to have occurred, if the Principal/Buyer after due consideration of the available evidence, concludes that no reasonable doubt is possible.
	3)	The Bidder (s) accepts and undertakes to respect and uphold the Principal/Buyer's absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack

		of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining legal advice.
	4)	If the Bidder(s)/Contractor(s) can prove that he has restored/ recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Buyer may revoke the exclusion prematurely.

Section 4 – Sanctions for Violation:

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

		employee/employees wife or husband and wholly dependent upon Principal/Buyer's employee/employees.
	j)	The Bidder shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the Principal/Buyer, and if he does so, the Principal/Buyer shall be entitled forthwith to rescind the contract and all other contracts with the Bidder. The Bidder shall be liable to pay compensation for any loss or damage to the Principal/Buyer resulting from such rescission and the Principal/Buyer shall be entitled to deduct the amount so payable from the money(s) due to the Bidder.
	k)	In cases where Irrevocable Letters of Credit have been received in respect of any contract signed by the Principal/Buyer with the Bidder, the same shall not be opened.
(2)		The decision of the Principal/Buyer to the effect that a breach of the provisions of this Integrity Pact has been committed by the Bidder shall be final and binding on the Bidder, however, the same Bidder can approach the Monitor(s) appointed for the purposes of this Pact.

Section 5 - Previous Transgression:

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

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

(1)	The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this integrity Pact, and to submit it to the Principal before contract signing.
2)	The Principal/Buyer will enter into agreements with identical conditions as this one with all bidders, contractors and subcontractors. In case of a joint venture, all the partners of the joint venture should sign the Integrity Pact. In case of sub-contracting, the principle contractor shall be solely responsible for the adherence to the provisions of IP by the sub-contractors (s) .
(3)	The Principal/Buyer will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

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

(1)	If the Principal/Buyer obtains knowledge of conduct of a Bidder, Contractor or subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor of subcontractor which constitutes corruption or if the Principal has substantive suspicion in this regard, the Principal/Buyer will inform the same to the Chief Vigilance Officer, MDL.
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Section 8 - Independent External Monitor/Monitors:

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

(4)	The Principal/Buyer will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations, between the Principal/Buyer and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
(5)	As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal/Buyer and request the Management to discontinue or take corrective action, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. However, the Monitor shall give an opportunity to the Bidder(s)/Contractor(s) to present its case before making its recommendation to the Principal/Buyer.
(6)	The Monitor will submit a written report to the Chairman & Managing Director of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the Principal/Buyer and, should the occasion arise, submit proposals for correcting problematic situations.
(7)	Monitor shall be entitle to compensation on the same terms as being extended to / provided to Independent Directors on the Board of Principal/Buyer.
(8)	If the Monitor has reported to the Chairman & Managing Director of the Principal, a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India and the Chairman & Managing Director of the Principal/Buyer has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
(9)	The word 'Monitor' would include both singular and plural.

Section 9 - Pact Duration:

	<p>This pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract and for all other Bidders 06 months after the contract has been awarded.</p> <p>If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above unless it is discharged / determined by Chairman & Managing Director of the Principal/Buyer.</p>
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Section 10 - Other provisions:

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

Section 11 – Fall Clause: #

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

For & on behalf of
MAZAGON DOCKSHIPBUILDERS LIMITED
(Office Seal)

Place _____

Date _____

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

Witness 1:
(Name & Address)

Witness 2:
(Name & Address)

Annexure-A to IP

GUIDELINES FOR INDIAN AGENTS OF FOREIGN SUPPLIERS

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

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

2.1	Tenderers of Foreign nationality shall furnish the following details in their offer:	
	2.1.1	The name and address of the agents/representatives in India, if any and the extent of authorization and authority given to commit the Principals. In case the agent/representative be a foreign Company, it shall be confirmed whether it is real substantial Company and details of the same shall be furnished.
	2.1.2	The amount of commission/remuneration included in the quoted price(s) for such agents/representatives in India.
	2.1.3	Confirmation of the Tenderer that the commission/ remuneration if any, payable to his agents/ representatives in India, may be paid by MDL in Indian Rupees only.
2.2	Tenderers of Indian Nationality shall furnish the following details in their offers:	
	2.2.1	The name and address of the foreign principals indicating their nationality as well as their status, i.e, whether manufacturer or agents of manufacturer holding the Letter of Authority of the Principal specifically authorizing the agent to make an offer in India in response to tender either directly or through the agents/representatives.
	2.2.2	The amount of commission/remuneration included in the price (s) quoted by the Tenderer for himself.
	2.2.3	Confirmation of the foreign principals of the Tenderer that the commission/remuneration, if any, reserved for the Tenderer in the quoted price (s), may be paid by MDL in India in equivalent Indian Rupees on satisfactory completion of the Project or supplies of Stores and Spares in case of operation items .
2.3	In either case, in the event of contract materializing, the terms of payment will provide for payment of the commission /remuneration, if any payable to the agents/representatives in India in Indian Rupees on expiry of 90 days after the discharge of the obligations under the contract.	
2.4	Failure to furnish correct and detailed information as called for in paragraph-2.0 above will render the concerned tender liable to rejection or in the event of a contract materializing, the same liable to termination by MDL. Besides this there would be a penalty of banning business dealings with MDL or damage or payment of a named sum.	

Annexure-B to IP

GUIDELINES ON BANNING OF BUSINESS DEALINGS CONTENTS

Sr.	Description
1.	Introduction
2.	Scope
3.	Definitions
4.	Initiation of Banning / Suspension
5.	Suspension of Business Dealings
6.	Ground on which Banning of Business Dealing can be initiated
7.	Banning of Business Dealings
8.	Removal from List of Approved Agencies-Suppliers/ Contractors etc.
9.	Procedure for issuing Show-cause Notice
10.	Appeal against the Decision of the Competent Authority
11.	Review of the Decision by the Competent Authority
12.	Circulation of the names of Agencies with whom Business Dealings have been banned

1. Introduction

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

2. Scope

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

3. Definitions

In these Guidelines, unless the context otherwise requires:

i)	'Bidder / Contractor / Supplier / Purchaser / Customer' shall mean and include a public limited company or a private limited company, a firm whether registered or not, an individual, a cooperative society or an association or a group of persons engaged in any commerce, trade, industry, etc. 'Bidder / Contractor / Supplier / Purchaser / Customer' in the context of these guidelines is indicated as 'Agency'.
ii)	'Inter-connected Agency' shall mean two or more companies having any of the following features:
	a) If one is a subsidiary of the other.
	b) If the Director(s), Partner(s), Manager(s) or Representative(s) are common;
	c) If management is common;
	d) If one owns or controls the other in any manner;
iii)	'Competent Authority' and 'Appellate Authority' shall mean the following:
	a) Functional Director shall be the 'Competent Authority' for the purpose of these guidelines. CMD, MDL shall be the 'Appellate Authority'.
	b) CMD, MDL shall have overall power to take suo-moto action on any information available or received by him and pass such order(s) as he may think appropriate, including modifying the order(s) passed by any authority under these guidelines.
iv)	'Investigating Department' shall mean any Department or Unit investigating into the conduct of 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.
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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 along with the material available, copy of which may be issued to the Agency concerned with intimation to CVO MDL. Such an order would operate for a period of six months from the date of issue.
5.5	If the Agency concerned asks for detailed reasons of suspension, the Agency may be informed that its conduct is under investigation. It is not necessary to enter into correspondence or argument with the Agency at this stage.
5.6	It is not necessary to give any show-cause notice or personal hearing to the Agency before issuing the order of suspension. However, if investigations are not complete in six months' time, the Competent Authority may extend the period of suspension by another three months, during which period the investigations must be completed.

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

6.1	If the security consideration, including questions of loyalty of the Agency to the State, so warrants;
6.2	If the Director / Owner of the Agency, proprietor or partner of the firm, is convicted by a Court of Law for offences involving moral turpitude in relation to its business dealings with the Government or any other public sector enterprises or MDL, during the last five years;
6.3	If there is strong justification for believing that the Directors, Proprietors, Partners, owner of the Agency have been guilty of malpractices such as bribery, corruption, fraud, substitution of tenders, interpolations, etc;
6.4	If the Agency continuously refuses to return / refund the dues of MDL without showing adequate reason and this is not due to any reasonable dispute which would attract proceedings in arbitration or Court of Law;
6.5	If the Agency employs a public servant dismissed / removed or employs a person convicted for an offence involving corruption or abetment of such offence;
6.6	If business dealings with the Agency have been banned/blacklisted by Government Agencies/ Statutory bodies, DGQA, Defence Shipyards, DPSUs or with whom commercial transactions have been suspended for sufficient and justifiable reasons.
	If the Agency having same promoters/Directors /Partners as the barred/blacklisted Company as at 6.6 above for the duration for which the barring/ blacklisting of sister concern persists.
6.7	If the Agency has resorted to Corrupt, fraudulent practices including misrepresentation of facts; If the agency who had fraudulently dealt with the Company for pecuniary gains or had connived with dealing officers for mutual benefit.
6.8	If the Agency uses intimidation / threatening or brings undue outside pressure on the MDL or its official in acceptance / performances of the job under the contract;
6.9	If the Agency indulges in repeated and / or deliberate use of delay tactics in complying with contractual stipulations;
6.10	Wilful indulgence by the Agency in supplying sub-standard material irrespective of whether pre-dispatch inspection was carried out by MDL or not;
6.11	Based on the findings of the investigation report of CBI / Police against the Agency for malafide / unlawful acts or improper conduct on his part in matters relating to the MDL or even otherwise;
6.12	Established litigant nature of the Agency to derive undue benefit;
6.13	Continued poor performance of the Agency in several contracts;
6.14	If the Agency misuses the premises or facilities of the MDL, forcefully occupies, tampers or 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 Dept. 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 misbehaviour 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
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	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.
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12. Circulation of the names of Agencies with whom Business Dealings have been banned

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

GENERAL CONDITIONS OF CONTRACT (GCC) FOR GOODS AND SERVICES

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** (Applicable for Goods and Services)

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** (Applicable for Goods and Services)

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

3. **GOVERNING LAWS AND JURISDICTION** (Applicable for Goods and Services)

3.1 Governing Laws and Jurisdiction

- (i) This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Laws of India for the time being in force.

- (ii) Irrespective of the place of delivery, or the place of performance or the place of payments under the contract, the contract shall be deemed to have been made at the place from which the Purchase Order/Contract/Letter of Intent has been issued. The courts of such a place shall alone have jurisdiction to decide any dispute arising out or in respect of the contract.

3.2 Changes in Laws and Regulations

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

4. **CONFIDENTIALITY, SECRECY AND IPR RIGHTS** (Applicable for Goods and Services)

(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** (Applicable for Goods and Services)

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** (Applicable for Goods)

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

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

7. **EXTENSION OF DELIVERY PERIOD** (Applicable for Goods)

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

- (ii) **Conditions for Extension of Delivery Period**

When the period of delivery is extended due to unexcused delay (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:

- a. **Liquidated Damages**

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

- b. **Denial Clause**

- (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.

- (iii) **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 sub-contractor, though their employment may have been sanctioned shall not be admitted as a ground for any extension of time or for exempting the contractor from liability for any such loss or damage as aforesaid.

8. **DEFAULTS, BREACHES & TERMINATION OF CONTRACT** (Applicable for Goods and Services)

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 over all 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** (Applicable for Goods and Services)

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

10. **General** (applicable for goods & services)

Unless otherwise indicated specifically by the bidder/ contractor in his bid, it shall be constructed as his acceptance of all the conditions mentioned in this GCC.

11. **COMMUNICATION AND LANGUAGE FOR DOCUMENTATION** (Applicable for Goods and Services)

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

12. **PRESERVATION AND MAINTENANCE** (Applicable for Goods)

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

13. **FREIGHT AND INSURANCE.** (Applicable for Goods)

- (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.
14. **DEMURRAGE** (Applicable for Goods)
Storage, and Demurrage, fines etc. charges will be payable by the Bidder / Supplier / Contractor for all shipments in case of improper documentation, wrong declarations, error in weight measurements, packing list, invoice, late receipt of documents etc. i.e. for reasons which are not attributable to the purchaser.
15. **CANCELLATION OF TENDER** (Applicable for Goods and Services)
The Purchaser reserves the right to cancel/withdraw the tender in toto or part and or award the contract / order in full or part without assigning any reason whatsoever and without thereby incurring any liability to the affected Bidder or Bidders or any obligations to inform the affected Bidder or Bidders of the grounds for MDL action.
16. **PURCHASER'S PROPERTY** (Applicable for Goods and Services)
All property (such as materials, drawings, documents etc.) issued by the Purchaser or any other individual or firm on behalf of the Purchaser in connection with the contract shall remain confidential, being the property of the Purchaser and the Bidder/Supplier/Contractor shall undertake to return all such property so issued and will be responsible for any or all loss thereof and damage thereto resulting from whatever causes and shall reimburse the Purchaser the full amount of loss and damage.
On completion of work in any compartment / location of the purchaser's premises, the Bidder/Supplier/Contractor must ensure that the place is left in a reasonably clean state and all scrap is transferred to nearby scrap-bins.
17. **REJECTION OF MATERIALS** (Applicable for Goods)
If the Goods, or any portion thereof of the equipment found defective / rejected, the Supplier / Contractor shall collect the same from MDL's Stores, all incidental charges being borne by him (inclusive of Custom duty, if payable), within 30 days from the date of intimation to the Supplier / Contractor of such rejection. If not collected within 30 days, MDL shall recover storage charges @ 1 % per month maximum up to 5% of cost of rejected items. MDL reserves the right to dispose off the rejected items at the end of a total period of six months in any manner to the best advantage to MDL and recover consequential damages maximum up to order value.
18. **RECOVERY-ADJUSTMENT PROVISIONS** (Applicable for Goods and Services)
Payment made under one order shall not be assigned or adjusted to any other order except to the extent agreed upon in writing by the Purchaser. During the currency of the contract, if any sum of money is payable by the Bidder / Supplier / Contractor the same 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.
19. **INDEMNIFICATION** (Applicable for Goods and Services)

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

20. **TRANSFER OF SUPPLIERS / CONTRACTOR'S RIGHTS** (Applicable for Goods and Services)

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

21. **SUBCONTRACT AND RIGHT OF PURCHASER** (Applicable for Goods and Services)

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

22. **PATENT RIGHTS** (Applicable for Goods and Services)

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

23. **AGENTS/AGENCY COMMISSION** (Applicable for Goods and Services)

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

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

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

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

24. **USE OF UNDUE INFLUENCE / CORRUPT PRACTICES** (Applicable for Goods and Services) The Bidder / Supplier / Contractor undertakes that he has not used corrupt practices or used any undue influence which is not admissible as per Indian law to obtain contract/order or in doing any business with the purchaser.
If found that Bidder / Supplier / Contractor is involved in such wrong practices, then Purchaser is entitled to cancel the contract/s and all or any other contracts and then to recover from the Bidder / Supplier / Contractor the amounts of any loss arising from such contracts' cancellation, including but not limited to imposition of penal damages, forfeiture of Performance security, encashment of the Bank Guarantee and refund of the amounts paid by the Purchaser.
25. **IMMUNITY OF GOVERNMENT OF INDIA CLAUSE** (Applicable for Goods and Services)
It is expressly understood and agreed by and between M/s. (Bidder / Supplier / Contractor) and Mazagon Dock Shipbuilders Limited, Dockyard Road, Mumbai - 400 010 (MDL) is entering into this Agreement solely on its own behalf and not on the behalf of any person or entity. In particular, it is expressly understood and agreed that the Government of India is not a party to this Agreement and has no liabilities, obligations or rights hereunder. It is expressly understood and agreed that MDL is an independent legal entity with power and authority to enter into contracts solely in its own behalf under the applicable of Laws of India and general principles of Contract Law. The (Bidder / Supplier / Contractor) expressly agrees, acknowledges and understands that MDL is not an agent, representative or delegate of the Government of India. It is further understood and agreed that the Government of India is not and shall not be liable for any acts, omissions and commissions, breaches or other wrongs arising out of the contract. Accordingly, (Bidder / Supplier / Contractor) hereby expressly waives, releases and foregoes any and all actions or claims, including cross claims, impleader claims or counter claims against the Government of India arising out of this contract and covenants not to sue Government of India in any manner, claim, cause of action or thing whatsoever arising of or under this Agreement.
26. **EXPORT LICENCE** (Applicable for Goods and Services)
The export licenses that may be required for delivery of the various items/equipment to MDL shall be arranged by the Bidder / Supplier / Contractor from the concerned authorities in their country without any time and cost implications on the Purchaser.
27. **BANNED OR DE-LISTED CONTRACTORS / SUPPLIERS** (Applicable for Goods and Services)
The Bidder / Supplier / Contractor declares that they being Proprietors / Directors / Partners have not been any time individually or collectively blacklisted or banned or de-listed by any Government or quasi Government agencies or PSUs. If a bidder's entities as stated above have been blacklisted or banned or de-listed by any Government or quasi Government agencies or PSUs, this fact must be clearly stated and it may not necessarily be a cause for disqualifying him.
28. **DUTY OF PERSONNEL OF SUPPLIER/CONTRACTOR** (Applicable for Goods and Services)
MDL being a Defence Public Sector Undertaking, Bidder / Supplier / Contractor undertakes that their personnel deployed in connection with the entrusted work will not indulge in any activities other than the duties assigned to them.
29. **DISPUTE RESOLUTION MECHANISM AND ARBITRATION** (Applicable for Goods and Services)
- (a) Dispute resolution mechanism(DRM)
 - (i) Any dispute/differences between the parties arising out of and in connection with the contract shall be settled amicably by mutual negotiations at HoS/HoD level.
 - (ii) In case of non-settlement by (i) above, if at any time, before, during or after the contract period any unsettled claim, dispute or difference arose between the parties, upon or in relation to or in connection with or in any way touching or concerning this

tender/agreement/order/contract, the same shall be referred to the concerned Functional Director.

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

- (iii) In case no amicable settlement is arrived by (ii) above within a period of three months, then the contractor shall approach Public Grievance Cell and address the disputes as per the provisions made under the relevant clause of the contract.
- (iv) In case the issues/disputes do not get settled within a period of six months from the date of submission of the dispute to the Grievance Cell, then the contractor may invoke Arbitration Clause of the contract.

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

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

30. **JURISDICTION OF COURTS** (Applicable for Goods and Services)

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

31. **SAFETY** (Applicable for Goods & Services)

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

The Contractor / Bidder shall be required to provide his workmen with Boiler Suits of any suitable colour other than blue or white, with the Name of the Contractor in prominent letters on the boiler

suits along with personal protection gears like safety shoes, hand gloves etc. workmen of the Contractor / Bidder must wear throughout their working while in the premises of MDL. Contractor's workmen working without safety gears are to be disallowed for work.

32. POLICE VERIFICATION OF EMPLOYEES (Applicable for Services)

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

33. FORCE MAJEURE (Applicable for Goods and Services)

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

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

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

MAZAGON DOCK SHIPBUILDERS LTD
DOCKYARD ROAD
MUMBAI 400010

1. **MDL'S BANK ACCOUNT DETAILS:**

NAME OF BANK A/C HOLDER : MAZAGON DOCK SHIPBUILDERS LTD

BANK AND BRANCH : STATE BANK OF INDIA,
COMMERCIAL BRANCH, FORT, MUMBAI-400023

TYPE OF ACCOUNT : CURRENT

BANK ACCOUNT NO : 11079519138

IFSC CODE : SBIN0006070

SWIFT CODE : SBININBB101

2. **DETAILS OF REMITTANCE TO MDL'S BANK ACCOUNT:**

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

Date of Remittance	Name of Firm	UTR No.	MDL tender/PO. Ref No.	Nature of Remittance viz. EMD/SD etc.	Amount Remitted (Rs.)

Signature of Vendor/Representative

3. SAP Parked document No: _____ Date: _____

(To be filled in by MDL's Commercial Executive)

Sr. No.2 and 3 above will be filled in by the Vendor and MDL commercial Executive respectively and the form forwarded to Treasury Section for posting of SAP Document to the respective Bank Account.

PROFORMA BANK GUARANTEE FOR PERFORMANCE SECURITY
(ILLUSTRATIVE FORMAT)

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

IN CONSIDERATION OF MAZAGON DOCK SHIPBUILDERS LIMITED, a company incorporated under the Companies Act 1956 and having its registered office at Dockyard Road, Mumbai 400010 (hereinafter referred to as the "the Purchaser" which expression shall, unless it be repugnant or contrary to the subject or context thereof, be deemed to mean and include its successors and assigns) having placed an order on Messers a partnership firm/sole proprietor business/a company registered under the Companies Act, 1956 having its office at(hereinafter called " the Contractor/ Supplier" which expression shall, unless it be repugnant or contrary to the subject or context thereof, be deemed to mean and include its successors and assigns) vide order No..... dated..... (hereinafter

called "the order" which expression shall include any amendments/alterations to "the order" issued by "the Purchaser") for the supply, delivery at site, installation and commissioning of certain equipment, item/services/civil works etc. as stated in the said Order and the Purchaser having agreed with the Contractor/Supplier to accept a Bank Guarantee in lieu of Performance Security payable under the said order for the fulfillment and performance of the said order, We, Bank having office at (hereinafter referred to as "the Bank" which expression shall include its successors and assigns) hereby agree to pay to the Purchaser without any demur on first demand an amount not exceeding Rs..... (Rupees.....only) being 5% (10% in case of Capital Procurement) of the order value against any loss or damage, costs, charges and expenses caused to or suffered by the Purchaser by reason of non-performance and non-fulfillment or for any breach on the part of the Contractor / Supplier of any of the terms and conditions of the said order.

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

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

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

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

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

7. Notwithstanding anything contained herein above:

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

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")

OFFICIAL SECRET ACT 1923
(ILLUSTRATIVE FORMAT)

SECTION 2(B) ; “PROHIBITED PLACE”

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

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

SECTION 3 : “PENALTIES FOR SPYING”

If any per unlawfully -

- (a) approaches, inspects, passes over or is in the vicinity of any clear place; or
 - (b) make any sketches intended to be directly or indirectly useful to an enemy ; or
 - (c) obtains, collects, records or communicates to any other person any secret official code.
- Shall be liable for imprisonment of 14 years in case of Defence Installation.

SECTION 4 : “COMMUNICATION WITH FOREIGN AGENTS”

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

SECTION 5 : “WRONGFUL COMMUNICATION OF INFORMATION”

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

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

SECTION 6 : “UNAUTHORISED USE OF UNIFORMS”

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

SECTION 7 : “INTERFERING WITH OFFICERS OF POLICE”

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

SECTION 8 : “DUTY OF GIVING INFORMATION”

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

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

SECTION 9 : “INCITEMENT”

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

SECTION 10 : "PENALTY FOR HARBOURING SPIES"

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

SECTION 11 : "SEARCH WARRANTS"

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

UNDERTAKING REGARDING CONFLICT OF INTEREST

We do not have any conflict of interest with other bidders. We agree for the following compliance;

1. The bidder found to have a conflict of interest shall be disqualified.
2. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:
 - i. they have controlling partner (s) in common; or
 - ii. they receive or have received any direct or indirect subsidy/ financial stake from any of them; or
 - iii. they have the same legal representative/agent for purposes of this bid; or
 - iv. they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder; or
 - v. Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/ Assemblies from one bidding manufacturer in more than one bid.
 - vi. In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorize only one agent/dealer. There can be only one bid from the following:
 - a) The principal manufacturer directly or through one Indian agent on his behalf; and
 - b) Indian/foreign agent on behalf of only one principal.
 - vii. Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid
 - viii. In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business.

SIGNATURE: _____

DATE: _____

Seal / Stamp of Bidder

Ref: Tender No. dated

UNDERTAKING FOR NOT DEBARRED

It is confirmed that M/s is not debarred under PPP MII order 2017 or GeM or Central Public Procurement Portal (CPPP) or by MDL.

Date:

Authorized signature with stamp

Place:

Local Content Declaration by the Bidder

1. We refer (Tender No. _____) , for.....

2. We hereby provide following declaration:

(a) The percentage of local content for the subject procurement works to be % and that the goods offered meet the minimum local content requirement for Class –I / Class – II local supplier.

(b) Further, the details of the location(s) at which the local value addition is made are as given below:

(c) We opt for the Purchase Preference as under:

(i) PPP-Make in India

(ii) PPP-MSE

Note: Bidder can opt for either one of the options or both options.

Full Name :

Address :

Mobile No :

Seal of the firm :

(to be executed on non-judicial stamp paper of requisite value as per place of execution in India)

DEED OF GUARANTEE

THIS DEED OF GUARANTEE ("Deed") made and executed at (*) on this the _____ day of _____ 20 by:

(*), a (*) existing under the laws of (*) and having its registered at (*) (hereinafter referred to as "the Principal Manufacturer"/ "Original Equipment Manufacturer(OEM)", which expression shall unless it be repugnant to the subject or context thereof be deemed to include their respective heirs, executors, administrators and legal representatives) being the Party of the FIRST PART;

IN FAVOUR OF

MAZAGON DOCK SHIPBUILDERS LIMITED, a company existing under the laws of India, having its registered office at Dockyard Road, Mazagon, Mumbai 400010, India (hereinafter referred to as the (MDL), which expression, unless excluded by or in contradiction to the subject or context, shall mean and include its successors and assigns) being the Party of the OTHER PART;

Whereas:

A. MDL has floated a Tender Bearing Tender No. (*) dated (*) ("Tender"), wherein quotations were invited for supplying of (*) ("Goods&/or Services") as stipulated in the Tender at locations as specified in the Tender.

B. The Principal Manufacturer /OEM has agreed to submit its bid through an authorised representative namely (*) (hereinafter referred to as "Authorised Representative"), for the aforesaid Tender.

C. The Principal Manufacturer/OEM has represented that it has authorised the Authorised Representative to act on its behalf herein for submitting the bid and to act as an intermediary for supplying the Goods &/or Services to MDL as per the terms of the Tender, as mentioned herein this Deed.

D. The Tender Condition No. (*) requires that the Principal Manufacturer furnishes a legally enforceable document, i.e. this Deed, for the purpose of ensuring smooth execution of the Contract if awarded to the Authorised Representative (pursuant to the Tender) and for assuring that all obligations as stated in the Contract will be fulfilled therein, including warranty and guarantee obligations contained in the Tender. It is further clarified that MDL shall award the contract and sign the relevant transaction documents ("Transaction Documents") with the Authorised Representative (in the event of its bid qualifying as per the criteria stipulated in the Tender).

E. Thus, the Principal Manufacturer/OEM has agreed to execute this Deed in favour of MDL.

NOW THIS INDENTURE WITNESSETH THAT IN CONSIDERATION OF THE ABOVE PREMISES IT IS HEREBY COVENANTED AND AGREED (THE PRINCIPAL MANUFACTURER /OEM COVENANTING AND AGREEING JOINTLY AND SEVERALLY) AS FOLLOWS:

1. As per Tender condition No. (*), the Principal Manufacturer /OEM hereby, absolutely, irrevocably and unconditionally guarantees to MDL, the performance by the Principal Manufacturer /OEM of all of the obligations in/under the said Tender and Transaction Documents whether executed by the Principal Manufacturer /OEM directly or the Authorised Representative or both, to the satisfaction of MDL in the event of failure of the Authorised Representative or otherwise upon the occurrence of an event of default under the said Tender and/or Transaction Documents.
2. Any such demand made by MDL on the Principal Manufacturer /OEM shall be final, conclusive and binding notwithstanding any contractual arrangement, difference or any dispute between Principal Manufacturer /OEM and MDL and/or MDL and the Authorised Representative or any other legal proceedings, pending before any court, tribunal, arbitrator or any other authority. The Principal Manufacturer /OEM shall be bound by the terms and conditions of the Tender and/or Transaction Documents.
3. The Principal Manufacturer /OEM shall indemnify and hold harmless MDL from any claim made against MDL or any third party for injury, damage, loss or expenses attributable to the breach /non-performance of responsibilities by the Authorised Representative.
4. In order to give effect to the Guarantee herein contained MDL shall be entitled to act as if the Principal Manufacturer /OEM was originally liable to MDL for all the obligations of the Authorised Representative as mentioned in the Tender and/or Transaction Documents.
5. Notwithstanding MDL's rights herein or under the Tender and/or Transaction Documents, MDL shall have fullest liberty to call upon the Principal Manufacturer /OEM to perform the obligation of the Authorised Representative under the Tender and/or Transaction Documents and pay together with interest as well as the costs (including reasonable attorney costs) charges and expenses, and/or other money for the time being due to MDL in respect of the aforesaid.
6. The Guarantee herein contained shall not be determined or in any way prejudiced by any absorption of or by any amalgamation thereof of MDL but shall enure and be available for and by the absorbing or amalgamated entity.
7. The Guarantee shall be irrevocable and enforceable against the Principal Manufacturer /OEMs notwithstanding any dispute between the Principal Manufacturer /OEM and the Authorised Representative.
8. The Principal Manufacturer /OEM hereby agrees that notwithstanding any variation made in the terms of the Transaction Documents, the Principal Manufacturer /OEM shall not be released or discharged of their obligation under this Guarantee provided that in the event of such variation the liability of the Principal Manufacturer /OEM shall notwithstanding anything herein contained be deemed to have accrued and the Principal Manufacturer /OEM shall be deemed to have become liable hereunder on the date or dates on which the Authorised Representative become liable to perform its obligations which became due under the said Transaction Documents.
9. The Guarantee hereby given is independent and distinct from any security that the MDL have taken or may take in any manner whatsoever whether it is by way of a performance guarantee or security Deposit as per provisions of the Tender and Transaction Documents.
10. The Principal Manufacturer /OEM shall pay all stamp duty, other duties, Taxes, fees, penalties or other charges payable on or in connection with the execution, issue, registration of this Deed, and any document, act and registration performed pursuant hereto, if and when the same has become payable according to the Applicable Law.

11. The Principal Manufacturer /OEM declares that the information and data furnished by it to MDL and the Authorised Representative pursuant to the Tender is true and correct.
12. This Deed shall be governed by and construed in all respects with the Indian laws and the parties hereto agree that any matter or issues arising hereunder or any dispute hereunder shall be subject to the jurisdiction of the competent Courts/Tribunals of the city of Mumbai in India.
13. This Deed may be executed in 2 (two) counterparts, each of which so executed will be deemed to be an original and such counterpart together will constitute one and the same Deed.

IN WITNESS WHEREOF the Principal Manufacturer /OEM (abovementioned) has executed these presents the day and year first hereinabove written.

Signed, Sealed and Delivered on behalf of

By:

Name: (*)

Title: (*)

Witness

1.

2.

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

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

DECLARATION BY AUTHORISED SIGNATORY OF THE FIRM

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

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

2) I have read the Order (Public Procurement No.1, 2 & 3) dtd 23 Jul 2020 & 24 Jul 2020 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 or, is from such a country** (*strike out whichever is not applicable*), has been registered with the Competent Authority. I hereby certify that this SUPPLIER fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority is attached]

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

AUTHORISED SIGNATURE: _____

DATE: _____

Seal / Stamp of Bidder

Declaration for TDS

COMPANY NAME on letter Head

Date: -

TO WHOMSOEVER IT MAY CONCERN

Subject: Declaration in relation to New Provision under Section 194Q, 206AB & 206CC of the Income tax act 961.

We, company name, registered office at [REDACTED] having Permanent Account number (PAN) [REDACTED], Tax Deduction Account number (TAN) [REDACTED], hereby confirm that, we have duly filed the Income-tax Returns for the following Financial Years within the time limit of filing of Return u/s 139(1) of the Income tax Act, 1961.

S.No.	Particulars	Reference No. / Acknowledgement No. & date
1	ITR filed for AY 2020-21 (FY 2019-20)	Data to be filled by company
2	ITR filed for AY 2021-22 (FY 2020-21)	Data to be filled by company
3	ITR filed for AY 2022-23 (FY 2021-22)	Data to be filled by company
4	ITR filed for AY 2023-24 (FY 2022-23)	Data to be filled by company
4	ITR filed for AY 2024-25 (FY 2023-24)	Data to be filled by company

We understand that Tax is to be deducted at source as per provisions of Chapter XVIIIB of the Income Tax Act, 1961 at higher of the following rates, if the Return of Income is not filed during any of these preceding financial years: -

- (a) at twice the rate specified in the relevant provision of the Act; or
- (b) at twice the rate or rates in force; or
- (c) at the rate of 5 percent

Total sales which will be made by company name during the FY 2024-25 is exceeding/ not exceeding Rs 50 lakhs.

We do hereby declare that to the best of our knowledge and belief what is stated above is correct, complete and is truly stated. In case the declaration founds incorrect / incomplete / untrue, we undertake to fully indemnify you on account of any additional tax liability, interest or penalty imposed / levied / recovered from you by the Income Tax Authorities.

Signature & Stamp of Authorized representative of Company