

MAZAGON DOCK SHIPBUILDERS LIMITED

माझगांव डॉक शिपबिल्डर्स लिमिटेड

Tender No. 6000001607 dated 16.04.2024

 <p>Certified ISO 9001/EN ISO 9001 for <b>Shipbuilding Division</b></p>	<p><b>MAZAGON DOCK SHIPBUILDERS LIMITED</b> Formerly known as Mazagon Dock Limited) ISO 9002/EN ISO 9002 for Offshore Division CIN: U35100MH1934GOI002079 (A Govt. of India Undertaking) Dockyard Road, Mazgaon, Website : <a href="http://www.mazagondock.gov.in">www.mazagondock.gov.in</a> Mumbai - 400 010, Maharashtra, India. Telephone No.: 7974995703 Email-ID: <a href="mailto:skanwar@mazdock.com">skanwar@mazdock.com</a></p>
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<b>TENDER No:</b> - 6000001607	
<b>TENDER date:</b> - 16.04.2024	
<b>CLOSING DATE &amp; Time:</b> - 15:00 hrs on 07.05.2024	<b>OPENING DATE &amp; Time:</b> - 15:30 hrs on 07.05.2024
Please quote enquiry No. and Due Date on the envelope.	

**Sub: Request for Proposal (RFP) for Engagement of Insurance Intermediary / Broker (Direct/Composite) to assist MDL in management of its Non Health Insurance portfolio.**

Dear Sir,

Our organization **Mazagon Dock Shipbuilders Limited (MDL)**, is a public sector undertaking under Ministry of Defence engaged in construction of Warships, Submarines, merchant ships Repair Services and having a turnover of Rs. 8000 (approx.) Crores in FY 2022-23.

- MDL is arranging various Insurance Policies to cover itself against unforeseen hazards and natural calamities. MDL desires to take assistance and offers opportunity to leading and reputed professional Insurance Intermediaries, meeting the qualification criteria, to advice on various aspects relating to Insurance as per the scope of work mentioned in this the RFP.
- For various non health insurance policies and to completely manage our Insurance portfolio, MDL invites 'Request for Proposal' from Insurance Intermediaries (Direct/Composite) licensed by IRDAI for empanelling and appointing an Insurance Intermediary for taking proper insurance cover including management of claim settlement.
- Details of the objectives, scope of the assignment, eligibility and qualification criteria to be met with, data and documents required to be submitted along with RFP, criteria to be adopted for evaluation of the RFP for preparation of the short list and other information are contained in the RFP document.

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5. Pre-Qualification Criteria:

Sr. no	Pre-Qualification Criteria	Documents Required
1	The insurance intermediary should be duly licensed by IRDAI having valid license as on date of submission of RFP.	IRDAI License no. and its validity period.
2	The Insurance Intermediary must have completed 3 consecutive years of services as Insurance Intermediary as on date of submission of RFP with a valid accreditation with the IRDA.	The copy of licensed issued by IRDA for 3 consecutive years as on date of submission of RFP.
3	The Insurance Intermediary should hold valid GST registration and PAN.	GST registration certificate/PAN no.
4	Insurance Intermediary should not have such relation with any Insurance company that creates a conflict of interest (eg. Associate/ Subsidiary/ Holding company etc.) in the performance of obligations as Insurance Intermediary.	Declaration by CEO.
5	The Insurance Intermediary must have handled the insurance portfolio of minimum 1 CPSEs with a property sum insured of at least Rs. 1000 Crore during each of the last 3 Financial Years i.e. 2020-21, 2021-22 and 2022-23 as a mandated exclusive direct insurance intermediary. This may be from Industries like Shipbuilding, Defence, Manufacturing, Steel, Port and Infrastructure.	Past experience in dealing with Government/Semi Government Companies giving list of clients during each of the last three years with sum insured details for each client supported by mandate letter, client annual report, policies.
6	Net worth of the Insurance Intermediary must be positive consecutively for the last 5 completed financial years.	Copy of Audited Balance sheet for last 5 completed financial years.
7	Neither the Insurance Intermediary nor any of the partners/members/directors etc. of the consortium should have been blacklisted/kept on holiday list by any Central Government Department/State Government Department/Central or State PSU or indicted/fined by IRDA.	No penalties levied by IRDAI/Govt./other organization during the last 3 consecutive financial years up to date of submission of bid ( <b>Declaration as per Annexure-I format</b> )
8	If the appointed Insurance Intermediary does not have a branch office in Mumbai Region (Mumbai/Navi Mumbai/Mumbai suburban/ Thane / Kalyan-Dombivali), Branch needs to be opened at Mumbai region with insurance experienced person for continuous service to MDL within 6 months of the appointment.	Undertaking to be submitted by CEO
9	Integrity Pact (IP), Non-Disclosure agreement (NDA).	Unconditional acceptance as per Format and duly signed by Authorised signatory//Principal Officer of the bidder Company

**6. SCOPE OF WORK COVERS BUT NOT BE LIMITED TO**

**I. Property related:**

- a) To carry and report on Risk inspection & Risk Evaluation Study of the Yard/Assets.
- b) To identify areas of risk including Terrorism Risk and suggesting methodology to minimize the risk as well as suggesting optimum insurance coverage.
- c) To calculate probable maximum loss.
- d) Re-Instatement Valuation of all insurable assets of the Yard.
- e) To assist the Insurer during the plant inspections.
- f) To guide MDL in designing the Policy by looking into MDL interest by way of maximum coverage and no/ Minimal loss to MDL while ensuing fixed assets, inventory, transit cover for materials, temporary storage of materials at specified locations i.e. workshops, near/adjacent to ship/boat bay, on weather deck, BRI & Ship Repair Liability cover, Infra projects, Export Orders etc., contractor plant and machinery, motor vehicles, launches and boats, hull etc.
- g) To design the policy in such a way to have maximum Risk Coverage with Minimum premium amount so that MDL should have adequate cover.
- h) To design the Insurance program to the optimization of the Risk Profile of the Yard/Assets including appropriate policy clauses and warranties.
- i) To design BRI/Ship Repair Liability insurance for vessels built or repair work undertaken by MDL and other Non-life insurance as and when required by MDL.
- j) To undertake review of Business Interruption cover if required, after studying Annual Administrative report and latest Audited Balance Sheet & P /L accounts for determining:
  - (i) Standing charges & operational profit.
  - (ii) Segregation of income and expense heads and identifying these under various operational elements and as per cost center data given by MDL.
  - (iii) Determining Business Interruption Indemnity limit.
- k) To determine Risk features in Liability segment viz, Directors & Officers Liability, Third Party Liability, Product Liability, Employee Compensation Liability – erstwhile WC Act Liability, Cyber Crime Liability, statutory requirements, etc. and suggest any insurance cover(s), if required.
- l) To Assist in preparation of tender documents for MDL to invite competitive bids from eligible parties either through e-Portal or direct from Insurers.
- m) To liaise with the Insurers in the pre-bid meetings.
- n) To assist in negotiating and finalizing the terms and condition of insurance optimizing cost, cover, security and quality of service in accordance with the laid down procedure of MDL.
- o) Finalization of the policy wording and contract terms & conditions.
- p) Assist in Evaluation, finalization of bids and recommending MDL for placing the orders on insurance company
- q) Examining Insurance Policy documents to protect MDL's interest in regards to claim settlement before handing over of same to MDL users.
- r) To interact with MDL users for any change in Risk quality, addition / deletion in assets and any other support.
- s) To guide MDL users for intimating to the Insurer about the material under Transit policies. To prepare a database for such intimations sent to the Insurer to frame the projections for the next year's transit policies.
- t) To prepare the stock declaration statements for the Insurer as per the Stock Insurance policy clause. Prepare the approval document with necessary follow up with the Insurer, for

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premium to be paid on additional sum insured, if the stock value intimated for the month as per the policy clause crosses the Stock policy sum Insured limit.

- u) To follow up with the Insurer for past and on-going policies premium refund/payment arising due to policy clause or due to any addition or deletion in the asset data which is done after the previous financial year closing.

**II Claim Management:**

- a) Coordinating and ensuring realization of past claims. It has to follow up ongoing claims till the time of settlement.
- b) In case of claim situation, taking up with Insurer, overseeing surveyor appointment and provide all assistance, technical or otherwise to MDL for completing claim documents till settlement.
- c) Assist in preparation and verification of documentation for lodging of claim and for follow up of settlement of claim.
- d) Resolving various queries of Insurers/Surveyors during claim processing.
- e) Necessary follow up and early settlement of all insurance claims of present and past.
- f) Continuous co-ordination with surveyor and insurer for smooth settlement of claims.
- g) Guidance in relation to interpretation of policy, wording/conditions, warrant times, deductibles etc. during claims processing.
- h) To arrange for submission of monthly report on claim settlement status and pending issues.
- i) Be a part and guidance to MDL in the meetings with Insurance Companies, Replies to Insurance Companies, periodical updates with respect to IRDA rules and regulations. Time is the essence of any settlement. Long pending claims needs review and follow ups with insurance Companies, Update MDL on issues and drafting letters etc.
- j) Unduly delays in settlement of claim by insurance company will have performance impact on your services. Follow up the claims on regular basis and guiding MDL in fair and true manner in claiming Discharge Voucher.
- k) Insurance intermediary to submit MIS on status of Claims as well as to issue Acceptance certificate duly signed by Competent authority in their letter head to MDL clearly justifying and recommendations with respect to claim settlement by Insurance Company.
- l) Insurance Intermediary to guide and Support MDL in legal matters with respect to claim settlement. They should also guide MDL in taking up the cases after claiming Discharge voucher in claiming reasonable claims which are disallowed.

**III Other Services to be provided by Insurance Intermediary:**

- a) Assisting MDL in taking any new Insurance Policies and managing the same.
- b) Technical assistance in any Non-Life Insurance Policies (for e.g. BRI, etc.), as and when required and managing the same.
- c) Keeping MDL informed of the latest IRDAI regulations and guidelines concerning MDL interest.
- d) Assisting MDL, from time to time, on developments in the insurance industry having impact on the company.
- e) Any other matter related to Insurance and Risk Management, irrespective of the location of the Insurable assets.
- f) To assist in resolving MDL's Internal auditor's/Statutory auditor's/ Govt. auditor's queries related to insurance.

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- g) To conduct training programs (Insurance Workshop) for nominated executives of MDL to explain in detail about the Covers taken, insurance administration, claims, risk improvement and “Dos & Don'ts” in claim situation etc. The duration etc. of such Workshop would be mutually fixed every year.
- h) To assist MDL in placing prudent Insurance terms in contracts with MDL's clients/vendors.
- i) To provide any other advisory services to MDL on Insurance portfolio of MDL.

**IV Obligations of the Insurance intermediary:**

- a) The insurance intermediary has to assign a senior person/persons with leading team (Names to be furnished in this regards) having Technical and Commercial expertise in liasioning with MDL on top priority basis during the period of appointment.
- b) The Insurance intermediary should depute minimum 1 person in MDL who has an experience of at least 2 years in Insurance Company. The person(s) deputed shall work in MDL in compliance of scope of work for at least 2 days in a week during the period of appointment and as and when called for assisting any work related to insurance. Their attendance will be recorded in MDL.

*Note: The above mentioned jobs are illustrative in nature and the broker may be required to carry out other jobs relating to insurance, as will be required from time to time.*

**The above Scope of Work has to be confirmed by the Chief Executive Officer/ Principal Officer of the intermediary with firm's stamp.**

**7. Bid Preparation and Submission:**

The bid documents shall be typed in indelible ink and signed by the authorized signatory of the bidder who shall also initial each page. The bidder shall provide all the information required to be provided as per point 5 mentioned above. If all the necessary information and valid supporting documents are not provided, the bid be summarily rejected.

The signed RFP along with the supporting documents/credentials/certificates etc., to be submitted (offline mode) on 07.05.2024 on or before 07.05.2024 at 15:00 hrs.

**The bids received will be opened on 07.05.2024 at 15:30 hrs.**

Any discrepancy noticed between the supporting documents and information submitted may lead to disqualification. MDL will exercise unqualified and unrestricted rights to reject or accept any or all the Bids.

- 8. Submission of offer in Two Bid System:** Bids complete in all respect with all supporting documents with page number in an envelope securely closed (Sealed), Super scribed with tender Ref No., Due Date, Time, and name of the addressed to General Manager (OTS), Outsourcing Department, Sixth Floor, Service Block, should be deposited on or before 07.05.2024 at 15:00 hours, in the Tender Box of Outsourcing Department, Sixth Floor, Service Block, Dockyard Road, Mumbai 400010.

The bid document shall be typed in indelible link and signed by the authorized signatory of the bidder who shall also initial on each page. The bidder shall provide all the information

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required to be provided as per scope indicated above. If all the necessary information and valid supporting document are not provided, the bid will be rejected.

Any discrepancy noticed between the supporting documents and information submitted may lead to disqualification. MDL will exercise unqualified and unrestricted rights to reject or accept any or all the bids.

**Note: -Bid offer shall be submitted in two separate envelopes securely closed (Sealed), one envelope for Part-I bid and second envelope for Part-II bid. Each envelope must have super scribed with, bid specification (Part-I/ Part-II), Tender Ref No., Due Date, Time, and name of the addressed to General Manager (OTS), Outsourcing Department, Sixth Floor, Service Block, should be deposited on or before 07.05.2024 at 15:00 hours, in the Tender Box of Outsourcing Department, Sixth Floor, Service Block, Dockyard Road, Mumbai 400010.**

Bid Part-I: This part should contain the following:

- i) Acceptance on clause of **RFP (Annexure-XII)** & Terms and Condition as per **Annexure-III (Annexure-XIII)** in the Prescribed Formats stating 'Accepted OR Deviation' as applicable for each of the clause . Any deviation(s) mentioned elsewhere in the Offer/Bid, other than in the said forms, will not be considered.
- ii) Any deviation with respect to scope/technical requirement to be enclosed by the bidder.
- iii) Copy of valid GST Registration Certificate, IRDAI License certificate and PAN.
- iv) Details of each address of branch along with contract details as per **Annexure-II**.
- v) Bidders/Vendors should enclose copy of all documents as required for prequalification criteria.
- vi) Vendor Declaration in bidder's letterhead as per the format at **Annexure-I**.
- vii) Integrity pact as per format at **Annexure-V**.
- viii) Performa bank Guarantee for BID BOND / EMD as per format at **Annexure-VI** / supporting documents against EMD exemption.
- ix) Average annual turnover (only from Insurance Broking Activities) for the last three (03) financial years.
- x) An undertaking by the bidders is required to be given for accepting all the Terms and Condition placed at **Annexure-III**, compliance of scope of work and correctness of Business Profile with Evaluation Criteria along with the bid.
- xi) Acceptance of all clauses mentioned at Service Level Agreement as per format at Annexure-IX.
- xii) 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 – **Annexure-X**.
- xiii) Declaration of Local Content – **Annexure-XI**.

Part-II: In this part, bidder is requested to submit copy of all documents required for meeting evaluation parameters as per **Annexure-II**.

**Offer in any other form shall not be considered.**

9. **Bid Rejection criteria:**

9.1 Following bids shall be categorically rejected:

- 1) Bids received other than in the form indicated at para 8 above.
- 2) Bids received after closing date and time.

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3) Bids received without EMD (other than those who are exempted from payment of EMD), as specified in the Annexure-III.

4) Bidder not having valid license issued by IRDA for 3 consecutive years as on date of submission of bid. Offers of bidders in process of getting license shall not be considered.

9.2 Following bid rejection criteria may render the bids Liable for Rejection:

- i) Bidders failure to submit sufficient or complete details for evaluation of the bids within the given period on the deficiencies noticed in the bid document.
- ii) Bids received without accepting Integrity Pact as per the format at Annexure –V and without signed copy of integrity pact in the format.
- iii) Incomplete/ misleading/ ambiguous bids in the considered opinion of TNC.
- iv) Bids with technical requirements and or terms not acceptable to MDL.
- v) Validity period indicated by bidders is shorter than that specified in the tender enquiry.
- vi) Bidders document in support of claim if found canvassed/fake.
- vii) All the documents shall be self-attested by authorized signatory of the bidder.
- viii) Deviation to any of the RFP clause and clauses in Annexure-III shall render the bid liable for rejection.
- ix) Equal time and opportunity for submission of deficient documents and clarification shall be given to the bidders. Bidders are required to submit such documents / clarifications within the duration / date stipulated by MDL failing which their bids will be rejected.

10. **Selection Procedure:**

The selection of insurance intermediary will be based on maximum marks obtained as per evaluation criteria based on supporting documents specified in the RFP **Annexure-II**. In case of multiple bids scoring the same highest points (marks), the bid would be termed as tied bid. Then the bid will be awarded to the bidder from the tied bids who has scored the highest points (marks) in aggregate of Sr No. 2, 4, 6 and 7 of the evaluation criteria. All other aspects shall be governed by the Terms and Conditions are as per **Annexure-III**.

11. **Mobilization:** The successful bidders shall start the work/service within five working days from order acceptance by obtaining all the requisite clearances from MDL failing which the appointed may be cancelled. Necessary Police Verification Report and security clearances at MDL shall be obtained by the Insurance Intermediary before mobilization of manpower, etc. Any delay in getting such clearances from MDL shall be attributable to the Intermediary.

12. **TAXES & DUTIES:**

Following details are to be submitted by the bidders:

1. GST No.:
2. Type of dealer (composition/ Normal):
3. SAC/HSN NO.:
4. % of GST:

13. **Terms of Payment:** MDL is not bound to make any payment to the Intermediary. MDL will not pay any fee or expenses whatsoever to selected Insurance Intermediary. For any of the services mentioned above, including any other insurance related services that may be included during the service period, MDL will not pay any fee or any remuneration

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whatsoever to the selected Insurance Intermediary for any of their work. The appointed intermediary is entitled to earn brokerage strictly as per IRDAI schedule/guidelines and regulation/directives. MDL will also not pay/reimburse any expenses whatsoever to the selected Insurance Intermediary. The prospective vendors shall bear all costs associated with the preparation or delivery of its tender, participating in discussions etc. including costs and expenses related with visits to MDL's office and the site(s). MDL will in no case be responsible or liable for those costs and expenses.

No service charges/fees/expenses/taxes will be paid/reimbursed to the successful Insurance Intermediary/Broker by MDL for any activity carried out by them in connection with insurance, either before, during or after the period of engagement.

14. The purpose is for appointment of the Insurance intermediary initially for two (2) years. It will be renewed for further term of one (1) year with same terms and conditions based on satisfactory performance. However, the appointment can be cancelled by MDL any time during the currency of contract, if performance is not found satisfactory.
  - i) **Subcontracting:** The Insurance Intermediary shall not, serve with prior consent in writing of MDL, sublet, transfer or assign the Contract or any part there of or interest therein or benefit or advantage thereof in any manner. Whatsoever provided nevertheless that such consent shall not relieve the firm from any obligation, duty or responsibilities under the contract.
  - iii) **Undertaking:** A Composite Broker participating in the RFP must submit an unconditional undertaking that if selected, it will not participate in the Re-insurance arrangement of Insurance of MDL.
  - iv) **Termination:**
    - a) The service level agreement of engagement shall get automatically terminated without giving any notice period, if the license of the appointee is cancelled by IRDA.
    - b) MDL reserves the right to terminate the contract any time without assigning any reason, if the services are not satisfactory.
15. **Modifications to the Bids:** Bidder will not be allowed to bid after the closing time is over. However, bidder can change the submitted bid any Time till the closing time.
16. **Liquidated Damages or Penalty:** Commencement of work should be arranged within five working days of acceptance of LOA. Delay in commencement of work would attract penalty of Rs.2000/-per day.
17. **PUBLIC GRIEVANCE CELL:** Public Grievance Cell headed by Shri R R Kumar, ED (EY-PROD), D2- Building, 4th floor, East Yard, MDL has been set up in the Company. Members of public having complaints or grievances are advised to contact him on Wednesday between 10.00 hours and 12.30 hours in his office or send their complaints/grievances to him in writing for redressal his Telephone No. is 022- 23763512.
18. **Working on MDL Holidays:** Request for permission for working on Sunday / holidays if required, should be submitted 3 working days prior to the date of holiday, to Personnel department and Security through concerned User Department.
19. **COMPLIANCE TO STATUTORY REQUIREMENTS:** The Contractor shall also abide all statutory requirements, Official Secrets Act 1923.
20. **Instructions to the Bidders:**



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20.1 All bidders are requested to get their technical queries, if any, clarified in advance (3 days in advance to tender closing date) before bidding to avoid last minute delay. For any technical clarification, bidders are requested to contact Ms. Subhashini Kanwar, Deputy Manager (OTS-YS), and Tel. no. 7974995703, Email id: [skanwar@mazdock.com](mailto:skanwar@mazdock.com) OR Mr. Satyam Kshirsagar, Chief Manager (Finance-Property & Insurance), and Tel: (022) 2376 2821, Email id: [sbkshirsagar@mazdock.com](mailto:sbkshirsagar@mazdock.com).

20.2 The contractor has to abide by all statutory requirements and submit the proof when called for. Any penalty levied on MDL due to contractor's failure to abide by statutory requirement shall be recoverable from the contractor.

20.3 MDL reserves the right to consider placement of Order / Contract / Service Level Agreement in part or in full against the tendered quantity or reject any or all tenders without assigning any reason.

21. **INDEMNIFICATION**

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

22. An undertaking by the bidders is required to be given for accepting all the Terms and Conditions placed at **Annexure-III**, compliance of scope of work and correctness of Business Profile with Evaluation Criteria along with the bid.

23. **RESTRICTIONS UNDER RULE 144(XI) OF GENERAL FINANCIAL RULES GFRS, (2017) AS PER DIRECTIVES F NO. DPE/7(4)/2017-FIN DTD 24.02.2023 & ORDER NO F.7/10/2021-PPD (1) DTD 23.02.2023:**

23.1 Any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority. Further, any bidder (including bidder from India) having specified Transfer of Technology (TOT) arrangement with an entity from a country which shares a land border with India, shall also require to be registered with the same competent authority.

23.2 "Bidder" means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.

23.3 "Bidder (or entity) 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

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- 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

23.4 The beneficial owner for the purpose of 23.3 above will be as under:

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

Explanation—

- (a) "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;
- (b) "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholder's agreements or voting agreements;
- ii) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
- iii) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
- iv) Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
- v) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

23.5 An Agent is a person employed to do any act for another, or to represent another in dealings with third persons.

23.6 The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

23.7 The registration shall be valid at the time of submission of bid and at the time of acceptance of bid.

**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 Sept 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:

24.1 Aspects of 'Preference to Make in India':

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- (i) The tenders where 'Preference to Make in India' clause is applicable shall clearly mention tender conditions towards minimum local content, the margin of purchase preference and the procedure for 'Preference to Make in India' which shall not be varied during a particular procurement transaction.
- (ii) In order to make the above provisions in tender, it is required to understand the terminology / definitions used in the policy and make provisions as is applicable to a tender:
- (a) "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.
- (b) "Class-I Local Supplier" means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for 'Class-I local supplier' under this Order.
- (c) "Class-II Local Supplier" means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for 'Class-II local supplier' but less than that prescribed for 'Class-I local supplier' under this Order.
- (d) "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.
- (e) "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.
- (f) "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:
- Procedure for determination of L1 price for the purpose of deciding eligibility for Purchase Preference shall be stipulated in the tender.
  - 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.
- (g) "Nodal Ministry" means the Ministry or Department identified pursuant to the said Order in respect of a particular item of goods or services or works.
- (h) "Procuring entity" means a Ministry or department or attached or subordinate office of or autonomous body controlled by, the Government of India and includes Government companies as defined in the Companies Act.
- Note: Mazagon Dock Shipbuilders Limited (MDL) shall be a procuring entity.
- (i) "Works" means all works as per Rule 130 of GFR-2017 and will also include "turnkey works", Engineering, Procurement and Construction (EPC) contracts.
- (j) "Services" includes System Integrator (SI) contracts among other services.

24.2 Eligibility of Suppliers to Bid in a Tender:

MAZAGON DOCK SHIPBUILDERS LIMITED

माझगांव डॉक शिपबिल्डर्स लिमिटेड

Tender No. 6000001607 dated 16.04.2024

Both 'Class-I local supplier' and 'Class-II local Supplier' are eligible to bid in this procurement.

24.3 Minimum Local Content: The 'local content' requirement to categorize a supplier as 'Class-I local supplier' is minimum 50%. For 'Class-II local supplier', the 'local content' requirement is minimum 20%.

24.4 Declaration / Verification of Local content:

- (i) Tenders shall solicit 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 and indicate its percentage in their offer which shall meet or exceed 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 (**Annexure-XI**) as under is to be submitted mandatorily in Offer-Part-I bid.
- (ii) 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. (HoD(C) are authorized to devise suitable format, if any such format is required.
- (iii) Further, it must be informed to bidders in the tender 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. Doing so would be treated / considered as false declaration by bidder and necessary action shall be initiated as per para 24.5 of the said Order for debarment.
- (iv) 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.
- (v) 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 Order 2017. The fees for filing a complaint under the order shall be INR 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.
- (vi) 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

MAZAGON DOCK SHIPBUILDERS LIMITED

माझगांव डॉक शिपबिल्डर्स लिमिटेड

Tender No. 6000001607 dated 16.04.2024

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 or as amended by MoD / DPIIT / DoE.

24.5 **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.
- (iii) Cases of disqualification of bidders on the grounds of false declaration shall be submitted to Functional Director for approval and details of such firms be forwarded to SR&R Dept. for making provision of debarment in SAP system and to MDL Nodal Executive for Public Procurement (Preference to Make in India) Order 2017 for compilation, reporting to authorities and uploading on website as per para 9h of the said order.
- (iv) HoD(M) shall be the MDL Nodal Executive for Public Procurement (Preference to Make in India) Order 2017 for all correspondence with Member - Convener of the Standing Committee constituted under said Order, Nodal Ministry and MoD for sending information on debarment of bidders due to false declaration.

25. **Other Terms:**

For any of the services mentioned above, including any other insurance related services that may be included during the service period, MDL will not pay any fee or any remuneration whatsoever to the selected Insurance Intermediary for any of their work. The appointed intermediary is entitled to earn brokerage strictly as per IRDAI schedule/guidelines and regulation/directives. MDL will also not pay/reimburse any expenses whatsoever to the selected Insurance Intermediary.

MAZAGON DOCK SHIPBUILDERS LIMITED

माझगांव डॉक शिपबिल्डर्स लिमिटेड

Tender No. 6000001607 dated 16.04.2024

We enclose the following:

- |   |               |
|---|---------------|
| 1) Declaration Certificate                            | Annexure-I    |
| 2) Business Profile & Evaluation Criteria             | Annexure-II   |
| 3) Terms and Conditions                               | Annexure-III  |
| 4) Non-Disclosure Agreement (NDA)                     | Annexure-IV   |
| 5) Integrity Pact (IP)                                | Annexure-V    |
| 6) Performa bank Guarantee for BID BOND / EMD         | Annexure-VI   |
| 7) RTGS Format  | Annexure-VII  |
| 8) Details of Remittance towards EMD/PS               | Annexure-VIII |
| 9) Service level Agreement                            | Annexure-IX   |
| 10) Compliance Certificate w.r.t. Land Border Clause  | Annexure-X    |
| 11) Declaration Certificate for Local Content         | Annexure-XI   |
| 12) RFP Acceptance Form                               | Annexure-XII  |
| 13) Terms & Conditions (Annexure-III) Acceptance Form | Annexure-XIII |

Thanking you,

For Mazagon Dock Shipbuilders Limited  
Yours Faithfully,

Subhashini Kanwar  
DM(OTS-YS)

**Annexure-I**

**DECLARATION CERTIFICATE**

I/We/any of Director/Promoter have not been blacklisted/kept on holiday list by Central/State Govt. Ministry /Department/PSU/IRDA/SEBI/Financial Institution/Court and also not indicted/fined by IRDA of India.

I/We do hereby unconditionally undertake and confirm that if any incident in any manner as stated above is found by MDL during tender process, our Bid shall be summarily rejected without assigning any reason whatsoever.

I/We hereby undertake and confirm that I/we have understood the scope of work properly and shall carry out the work as mentioned in this RFP.

**Name with designation**

**Signature of the Authorised Signatory with seal**

Place:

Date:

Annexure - II

**Evaluation Criteria - Parameters and Weightages**

**BUSINESS PROFILE**

<b>Sec</b>	<b>Sr</b>	<b>Particulars</b>	<b>Documents required</b>
<b>A</b>	1	Name of the Company:	
	2	Address:	
	3	No. of branches with address, phone no. (Please use separate sheet if required)	Self-attested details of each branch 1)Address of Branch 2) Phone no. 3) Name of Head of Branch
	4	Name of promoters, their qualification and % of holding in the company	
	5	Name, Designation, mobile , emailid of the Contact person	
	6	IRDAI License no. and date	IRDAI License Certificate
	7	Structure of the Firm/ Company.	Certificate of Incorporation/ Partnership Firm Registration certificate with Partnership Deed
	8	GST Registration no.	GST Regn Certificate
	9	PAN	PAN Card





**Evaluation Parameters and its weightages**

Sec	Sr No	Parameters	Documents required	Individual Score (Proposed)	Max Score (Proposed)	Justification	
<b>B</b>	1	No. of years completed as licensed General Insurance Intermediary (Direct/Composite)	3 years to less than 6 years	Please attach copy of IRDAI licences covering for all the years	3	9	To establish experience in the field
			6 years to less than 9 years		6		
			9 years and above		9		
	2	No. of Shipyard/Shipping /Ports/ Marine Infrastructure clients handled /managed as a licensed Insurance Intermediary with experience in risk inspection process/BRI/ claim handling in the last three Financial years ending 31.03.2023 with an average annual audited turnover of Rs. 1000 Crore and above.	One	Please attach mandate copies of last completed 3 years and audited financial statement of client for last three years ending 31.03.2023.	4	12	To establish Domain (Shipyard) experience
			Two		8		
			Three or more		12		
	3	No. of Clients (other than at Sr.No 2 above) handled/ managed as a licensed Insurance Intermediary with experience in risk inspection process, claim handling in the last three Financial years ending 31.03.2023 with an average annual audited turnover of Rs. 1000 Crore and above.	One	Please attach client confirmation of last completed 3 years and audited financial statement of client for last three years ending 31.03.2023	4	12	To provide equal opportunity to Non shipyards Insurance intermediary
			Two		8		
			Three or more		12		

*[Handwritten signatures and initials]*

*[Handwritten signatures]*

4	Type of Insurance products you are handling	Property	If yes, give details of insurance copies and mandate letter	4	To cover the Existing Fixed Assets
		Inventor y/ stock		4	To cover the Sock
		Marine Transit		4	To cover Inland and Overseas for Material In Transit
		BRI		3	For new Construc tion of Ships/Ve ssels/ Export Orders
		Hull		3	For Existing Vessels like Boats and Launche s
		Ship Repair Liabilities (SRL)		3	For Repairs/ Refit of ships/ submari nes/vess els
		Projects		3	Other than Ship construct ion like Off-shore work, Construc tion of Dry Dock and related activities
		liability		2	To cover

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							Risk Features liability
			Others(N on Life)		2		Other than above but pertaining to Non-life Insurance
5	No. of executives in permanent employment (with minimum 5 years insurance domain experience) as on Tender closing date.	16 nos or more	Give details certified by CEO or Principal Officer	10	10	To ensure qualified technical personnel will be available to meet the requirement of MDL	
		11 to 15 nos		8			
		5 to 10 nos		6			
		Less than 5 nos		4			
6	Number of Risk Engineers(Permanent Employees ) from reputed and accredited engineering Institute as full time employees having prior Insurance domain experience of atleast 15 Years as on Tender closing date.	More than 5	Give details of Name, Qualifications, Institute, and Experience of the Risk Engineers duly certified by CEO or Principal Officer	8	8	To handle the Insurance claims in more effective way	
		3 to 5		6			
		Minimum 1 but Less than 3		4			
7	Experience in settling one single claim in Rs in Crores during last five years ending 31.03.2023.	Rs 5 to 10 Crores	Please attach documentary evidence from client or copies of discharge voucher duly attested/cer	2	12	To establish claim success	
		10 to 20 Crores		4			
		20 to 40 Crores		6			
		40 to 80 Crores		8			



			More than 80 Crores	certified by CEO/Principal Officer	12		
8	Average Annual Turnover (only from Insurance Broking activities) for the last three (03) Financial Years ending 31.03.2023.	Less than Rs. 5 Cr	Copies of Financial statements of the relevant years and average annual turnover certified by a chartered Accountant		3	9	To have financially capable firm
		Rs. 5 Cr to Rs 15 Cr			6		
		More than Rs. 15 Cr			9		
						<b>100</b>	

- Note: i) Bidders claims should be supported by documentary evidence issued by various agencies/Authorities.  
ii) Any document is support of claim if found canvassed/fake, bid shall be cancelled.  
iii) All the documents shall be self-attested by authorised signatory of the bidder.  
iv) If required, further documents/clarifications may be asked from the bidder.

**Terms & Conditions**

1. **PURCHASER**  
The Company shall mean Mazagon Dock Shipbuilders Ltd (MDL).
2. **PAYMENT TERM**  
MDL will not pay any fee or expenses whatsoever to selected Insurance Intermediary.
3. **SUB-LETTING OF CONTRACT**  
The consultant shall not, assign or sub-let his Contract.
4. **SUBMISSION OF OFFER**  
The intending insurance intermediary may fill up the Business Profile and Evaluation Criteria placed at Annexure-II and declaration as per Annexure-I by Chief Executive Officer / Principal Officer of company by signing with seal and submit online on or before 07.05.2024, 15:00 hrs for our necessary action. The RFP will be opened on 07.05.2024 at 15:30 hrs.
5. **ELIGIBILITY CONDITION**  
Only those firms who meet the Pre-Qualification Requirement Criteria (PQR) as specified in RFP document, shall be eligible for appointment. Proposals not meeting the PQR shall be rejected.
6. **PERIOD OF VALIDITY OF RFP**  
The bid should be valid for a period of 6 months from the opening date of the RFP.
7. **SELECTION PROCEDURE**  
The intermediary shall be selected through a competitive bidding process. For selection of the final insurance intermediary, the following procedure shall be adopted.  
All the proposals received by MDL would be scrutinized w.r.t. the Pre-Qualification Requirement (PQR). Firms meeting the PQR shall only be considered. These firms shall be called as 'Eligible' firms. The firms may please note that mere meeting of the PQR does not entitle any firm the right for appointment.  
The selection of insurance intermediary will be based on maximum marks obtained as per business profile and evaluation criteria (Annexure II) based on supporting documents specified in the RFP. In case of multiple bids scoring the same highest points (marks), the bid would be termed as tied bid. Then the bid will be awarded to the bidder from the tied bids who has scored the highest points (marks) in aggregate of Sr. No. 2, 4, 6 and 7 of the evaluation criteria.
8. **LAW GOVERNING THE CONTRACT**  
This contract shall be governed by the laws of India for the time being in force.
9. **FORCE MAJEURE**  
If, at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reasons of any war or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics. Quarantine restrictions, strikes, lockouts or Act of God (hereinafter referred to as events) provided notice of happenings of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this contract nor shall either party have any claim for damages against other in respect of such non-performance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such an event come to an end or cease to exist, and the decision of the MDL as to whether the deliveries have been so resumed or not shall be final and conclusive. Further that is the performance in whole or part of any obligation



under this contract is prevented or delayed by reasons of any such event for a period exceeding 60 days, either party may, at its option, terminate the contract.

**10. DISPUTE RESOLUTION**

In case of any dispute arising out of this agreement, both AB and MDL shall strive to solve the dispute through amicable discussions. If in spite of such discussions, the disputes are not settled, then the dispute shall be referred to a mutually agreed Arbitrator for dispute resolution under the provisions of the Arbitration & Conciliation Act, 1996. The seat of Arbitration shall be Mumbai.

**11. ARBITRATION**

Unresolved disputes and differences of any kind whatsoever arising out of or in connection with the contract shall be referred to and settled by Chairman and Managing Director of MDL. If either the purchaser or the contractor be dissatisfied on any matter, dispute of any kind either party (the Purchaser or the Contractor) may within 30 days after receiving notice of such decision give a written notice to the other party, requiring that such matters in dispute be referred to the sole arbitrator to be appointed by Chairman and Managing Director of the Company.

**12. EARNEST MONEY DEPOSIT (EMD) / BID SECURITY**

- (a) EMD applicable for this tender is INR 1,00,000/- (Rupees One lakhs only).
- (b) In case of Indigenous bidders, EMD shall be submitted by way 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. Crossed DD / Pay Order issued by Co-operative banks however may be considered to be accepted and the bid would be considered accordingly.

Bidders shall advise their banker to send EMD directly to commercial department to dispense with additional step of verification of authenticity of signatories.

- (c) The Bank Guarantee shall be kept valid for 4 more weeks beyond the validity of the offer.
- (d) No change/modification in the text of the prescribed format of the BG is permissible.
- (e) Bidders should mention EMD details on MDL e-procurement portal.
- (f) In case of online remittance of EMD amount, scanned image as per format, duly filled, shall be uploaded in Part-I Techno-commercial bid. Further, the bidder should specifically mention the details of company name as well as nature of remittance, tender number etc. in the text/narration fields of Bank's NEFT remittance in order to identify the same.
- (g) EMD 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](http://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.
- (h) Bids received without EMD will be categorically rejected other than exempted categories. Following bidders shall be exempted from submission of EMD.
    - (i) State & Central Government of India Departments & Public Sector Undertakings.
    - (ii) Firms registered under 'Service Group: C030004-Consultancy Services' with MDL. To qualify for EMD exemption, firms should necessarily submit valid copy of the Registration Certificate issued by MDL, for the items for which the offer is being submitted. Firms in the process of obtaining MDL registration will not be considered for EMD exemption.
    - (iii) Micro and Small Enterprises who are manufacturer/ Service provider of offered product and give specific confirmation to this effect at the time of bid submission

and whose credentials are validated online through Udyam Registration (as validated by Government from time to time) and through uploaded supporting documents.

- (iv) Firms registered with NSIC under its “Single Point Registration Scheme”. (Exemption will apply only to items/services for which they are registered. To qualify for EMD exemption, firms should necessarily submit valid copy of the Registration Certificate along with the list of items / services for which they are registered, as issued by NSIC, in Part-I offer / bid. Firms in the process of obtaining NSIC registration will not be considered for EMD exemption.
- (v) Start-ups as recognized by Department of Industrial Policy and Promotion (DIPP).
- (vi) 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.
- (vii) 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.

**Note:** Bidder shall submit/upload the supporting documentary evidence along with Part-I bid for claiming EMD exemption.

- (i) The original of EMD (BG) should reach to the HOD(OTS)/ Dealing Commercial Executive, Mazagon Dock Shipbuilders Ltd., Dockyard Road, Mazagaon, Mumbai-400010 within seven (7) days from the Tender closing date, in an envelope super-scribing the Tender no., Tender date, Tender closing date, Purchase Officer’s name & brief description of the goods/ services tendered. However, EMD submission by way of NEFT/Demand Draft shall be within the bid submission date and time for the tender.
- (j) EMD will be returned/refunded to all after placement of order on successful bidder.
- (k) In the event of cancellation of tender, the EMD will be refunded / returned to all the bidders.
- (l) The returned / refunded EMD shall be interest free.

13. **NON-DISCLOSURE AGREEMENT (NDA) AND INTEGRITY PACT (IP)**

All the material sent to the firms shall be treated as confidential and should not be disclosed in any matter to any unauthorized person under any circumstances. The bidder to submit Non-Disclosure Agreement (NDA) as per format placed at **Annexure-IV** and Integrity Pact (IP) as per format placed at **Annexure-V**.

The signed and stamped Integrity Pact (IP), with signature and stamp on each and every page of IP, is to be submitted by the prospective vendors/bidders along with the Part-I bid. The pact essentially envisages the agreement between prospective vendors/bidders and buyers committing the persons / officials of both the parties not to exercise any corrupt influence on any aspect of the contract. Only those vendors/bidders who enter into such an integrity pact with the buyer would be competent to participate in the bid. Therefore, non-acceptance of Integrity Pact by the vendors/bidders shall be liable to rejection.

The nominated Independent External Monitor (IEM) will have power to access the entire project document and examine any complaints received by him. The details of nominated IEM from the panel of IEMs are as follows: (i) Mr.P V Rao, IRS(Retd) and Email: pasupuletirao@yahoo.co.in. For updated list of IEMs, Kindly visit MDL website [www.mazagondock.in](http://www.mazagondock.in).

14. **INCOMPLETE RFP**

Incomplete RFPs, which do not contain all the information called for and/or any addition / deletion in tender document / Annexures are liable to be rejected.

15. **CANCELLING THE RFP**  
MDL reserves the right to cancel / scrap the complete RFP / individual bid without assigning any reason whatsoever.
16. **AUTHORISED EXECUTIVE**  
HOD (OTS), MDL, or any other executive nominated by him, shall be the authorised executive, with regard to the RFP. The decision of the authorised officer shall be final and binding on the firm.
17. **DURATION OF ENGAGEMENT PERIOD**  
Initially the appointment of Insurance Intermediary shall be for a period of two (2) years from the date of appointment which will be renewed for another period of one (1) year on satisfactory performance of the Insurance Intermediary and at the sole discretion of MDL Management.
18. **JURISDICTION**  
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. The contract shall be subject to the Jurisdiction of the courts in Mumbai only.
19. **USE OF UNDUE INFLUENCE / CORRUPT PRACTICES**  
The Bidder 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 is involved in such wrong practices, then MDL is entitled to cancel the contract/s and all or any other contracts.



**NON-DISCLOSURE AGREEMENT (NDA)**

THIS NON DISCLOSURE Agreement made at Mumbai, India on this \_\_\_\_\_ day of \_\_\_\_\_ between MDL a company registered under the Companies Act, 1956 and having its registered office at Dockyard Road, Mumbai-400 010 (hereinafter referred to as “MDL”) and \_\_\_\_\_ a company registered under the Companies Act, 1956 and having its registered office at \_\_\_\_\_ (hereinafter referred to as “\_\_\_\_\_”).

MDL and \_\_\_\_\_ shall hereinafter be collectively referred to as “the Parties” and individually as “a Party”.

WHEREAS

A\*. MDL has floated a RFP and is required to provide certain information to (name of the bidder) to prepare his bid and/or

AA \*\*. The Parties are considering to enter into a \_\_\_\_\_ for which each Party shall provide information (“Disclosing Party”) to the other Party (“Receiving Party”) which at present is confidential and not in the public domain.

B. The Parties intend that the aforesaid information be kept confidential as between the Parties. The Parties undertake and declare that they shall not divulge, publish or reproduce the same before any party or person except in accordance with the terms of this Agreement. NOW THEREFORE the Parties agree as follows:

1. As used in this Agreement (hereinafter referred to as the “Agreement”) the term “Confidential Information” shall mean any technical, confidential, proprietary or trade secret information or data disclosed by the Disclosing Party in connection with the \_\_\_\_\_ to the Receiving Party including without limitation any written or printed documents, specifications for the vessel, plans, general arrangement plans, production schedules, drawings, samples, models, information regarding business operations, financial information, marketing strategies, either in writing or orally or any means of disclosing such Confidential Information that the Disclosing Party may elect to use prior to the execution or during the validity of this Agreement. The Receiving Party agrees that all Confidential Information shall be treated as absolute confidential and the Receiving Party shall not disclose to any person such information otherwise than in terms of this Agreement. The Receiving Party will impose a similar duty of confidentiality on any person to whom the Receiving Party is permitted to transfer such information in accordance with the terms hereof.

For the purposes of this Agreement, the term “Receiving Party” shall mean and include its officers, employees, directors, agents, contractors, representatives, affiliated companies, successors and assigns.

2. Nothing in this Agreement may be construed as compelling the Disclosing Party to disclose any Confidential Information to the Receiving Party or to enter into any contractual relationships with the Receiving Party.

3. Any information or data in whatever form disclosed by the Disclosing Party to the Receiving Party and which (i) is clearly identified as Confidential Information by an appropriate and conspicuous marking or (ii) has been identified as Confidential

Information at the time of disclosure shall be subject to the relevant terms and conditions of this Agreement. The Disclosing Party's decision whether any information disclosed by it under this Agreement is confidential or not shall be final and binding on the Receiving Party.

4. The Receiving Party hereby covenants that the Confidential Information received from the Disclosing Party shall:

(a) Be safely kept by the Receiving Party; the Receiving Party shall protect the Confidential Information with the same degree of care as the Receiving Party uses with its own confidential information in order to prevent its disclosure, copy and / or its use (but in no event less than reasonable care) for purposes other than the Proposal.

(b) Be only disclosed to, and used by, those employees or directors who have a need to know.

(c) Not be disclosed to a third party except those with a need to know provided they receive such information subject to the same restrictions as are contained in this Agreement.

(d) Be used by the Receiving Party directly or indirectly, solely for the purpose of considering, evaluating and effecting the tender/bid/contract.

5. The Receiving Party shall promptly upon requests by the Disclosing Party at any time return all copies of the Confidential Information communicated to it hereunder together with all copies and extracts made thereof and shall not retain any copies of the same, in any form whatsoever.

6. The Receiving Party shall have no obligations or restrictions with respect to:

(a) Information publicly known through no wrongful act of the Receiving Party.

(b) Information rightfully disclosed by a third party without breach of this Agreement by the Receiving Party and which can be communicated without restriction.

(c) Information which was already known or which was independently developed by the Receiving Party (provided that the Receiving Party can demonstrate the same).

(d) Information, the disclosure of which the Disclosing Party authorizes in writing.

7. Nothing in this Agreement shall be construed as granting to the Receiving Party any patent, copyright or design license, or rights of use under similar intellectual property rights in respect of the Confidential Information.

8. The Receiving Party shall not without prior written consent of the Disclosing Party:

(a) Disclose to any person, directly or indirectly:

i) The fact that the Confidential Information has been made available to the Receiving Party by the Disclosing Party or that the Receiving Party has inspected any portion of the Confidential Information; or

ii) The fact that any discussion or negotiation is taking place concerning the Proposal; or

iii) Any of the terms, conditions or other facts with respect to the Proposal, including the status thereof;

or

(b) Make any private or public announcement or statement concerning or relating to the Proposal.

09. The Disclosing Party represents and warrants that save as otherwise notified in writing to the Receiving Party:

a) Disclosure of information by it to the Receiving Party does not infringe the rights of any third party nor is it under any restriction with regard to the disclosure of any information, and that where applicable, it has obtained all licenses and consents necessary to enable the lawful disclosure of information by it to the

Recipient; and

b) It is not aware of any restriction on the use of such information by the Receiving Party, save as provided in this Agreement.

c) To the effect that the foregoing representations and warranties shall be deemed to be given at the date of this Agreement and after that date upon and in respect of each disclosure.

The Disclosing Party makes no warranty or representation whatsoever as to the accuracy, completeness, suitability or adequacy of any information or as to the results obtained from it and assumes no responsibility in respect of the use of the information by the Receiving Party.

10. The Receiving Party shall indemnify and hold harmless the Disclosing Party from and against any action, claim or proceeding and any loss, damage, costs, expenses or liabilities arising out of any such action, claim or proceeding, brought by any third party pursuant to any unauthorized disclosure or use of any information by the Receiving Party, or by any person for whom the Receiving Party is responsible under this Agreement, or pursuant to any breach of any undertaking, warranty or representation contained in this Agreement.

11. For the purposes of this Agreement 'Classified Information' shall mean information, documents and material of any kind which the respective Government I.e. Indian Government has given or caused to be given a security classification irrespective of whether the same is transmitted orally, electronically, in writing or by hand. Notwithstanding any other provision of this Agreement:

a) Each Party hereto undertakes to follow security procedures prescribed for military purposes with respect to disclosure, receipt, production, use and handling of Classified Information.

b) Any Classified Information, disclosed by one Party hereto shall be, whatever the method of disclosure be, identified by the Disclosing Party as Classified Information at the time of disclosure.

c) The provisions of this Clause are to remain in full force and effect notwithstanding any termination by expiration or otherwise of this Agreement.

12. In the event the Receiving Party is required to disclose Confidential Information under any provision of law or upon an action, subpoena or order of a court of competent jurisdiction or of any requirement of legal process regulation or governmental order, decree, regulation or rule, the Receiving Party will immediately notify the Disclosing Party of its having received a request to so disclose (along with the terms and circumstances thereof), unless otherwise prohibited by law and consult with the Disclosing Party on action or steps to be taken in response to such request.

13. This Agreement represents the entirety of the agreement of the Parties relating to the disclosure of the Confidential Information and shall not be waived, amended or assigned by the Receiving Party except by prior written consent of the Disclosing Party. No failure

or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

14. This Agreement shall be valid for a period of \_\_\_\_\_ (\_\_\_\_\_) years from the date of its execution between the parties. Notwithstanding the aforesaid, the obligations of Parties in connection with confidentiality under this Agreement shall survive in perpetuity.

15. The foregoing constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes and cancels any prior representation, understanding and commitment (whether oral and written) made between the Parties with respect to or in connection with any of the matter of things to which this Agreement applies.

16. This Agreement shall be governed by and shall be interpreted in accordance with the laws of India.

17. Any dispute arising in connection with or out of the validity, performance or the interpretation of this Agreement shall be finally settled by the competent jurisdiction in Mumbai.

18. The Receiving Party acknowledges that any breach of the terms and conditions of this Agreement may cause the Disclosing Party irreparable damage for which recovery of money damages would be inadequate. Therefore, the Receiving Party agrees that the Disclosing Party shall be entitled, in addition to any other remedies available to it, to seek injunctive relief and/or other equitable relief to prevent or restrain any breach by the Receiving Party or its employees/officials, or otherwise to protect its rights, under this Agreement.

19. Unless otherwise provided herein, all notices or other communications under or in connection with this Agreement shall be given in writing and may be sent by personal delivery or post or courier or facsimile at the address as specified herein below:

To MDL  
Address:

Phone No.:  
Fax:  
E-mail:

To \_\_\_\_\_  
Address:  
Phone No.:  
Fax No.:  
E-mail:

Any such notice or other communication will be deemed to be effective if sent by personal delivery, when delivered, if sent by post, 4 (four) days after being deposited in the post and if sent by courier, one day after being deposited with the courier, and if sent by facsimile, when sent (on receipt of a confirmation to the correct facsimile number).

IN WITNESS WHEREOF, this Agreement is executed by authorized representatives of both the Parties in two (2) originals.

Signed by the within named Signed by the within named  
MDL \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

In the presence of \_\_\_\_\_

In the presence of \_\_\_\_\_

**Note:** The above Agreement is to be drawn up by the contractor on non-judicial stamped paper of value Rs.100/-, if it executed in Maharashtra. However, for other places stamp duty is to be levied as per Stamp Act of respective States. The value of stamp paper to be confirmed from Legal Department, MDL

\* - A: Pre-submission of Bid

\*\* - AA: Post Entering of Contract

**INTEGRITY PACT**

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

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

**PREAMBLE**

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

(1)	The Principal/Buyer commits itself to take all measures necessary to prevent corruption and to observe the following principles:
a)	No employee of the Principal/Buyer, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
b)	The Principal/Buyer will during the tender process treat all Bidder(s) with equity and reason. The Principal/Buyer will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
c)	The Principal/Buyer will exclude from the process all known prejudiced persons.
d)	The Principal/Buyer undertakes to scrupulously follow the tender containing 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.

**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.
(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 <b>12 months</b> after the last payment under the contract and for all other Bidders <b>06 months</b> after the contract has been awarded.</p> <p>If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above unless it is discharged / determined by Chairman &amp; Managing Director of the Principal/Buyer.</p>
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**Section 10 - Other provisions:**

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

	this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
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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)

\_\_\_\_\_

## Appendix-A to ANNEXURE-V

### **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.

**GUIDELINES ON BANNING OF BUSINESS DEALINGS**  
**CONTENTS**

<b>Sr.</b>	<b>Description</b>
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 / Contactors, etc.
	c)	For banning the business dealing with the Agency.
9.4		If it decides to ban business dealings, the period for which the ban would be operative may be mentioned. The order may also mention that the ban would extend to the interconnected Agencies of the Agency.

**10. Appeal against the Decision of the Competent Authority**

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

**11. Review of the Decision by the Competent Authority**

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

## Annexure-VI

### PROFORMA BANK GUARANTEE FOR BID BOND / EMD

(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 Company" 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 agreed to accept the Earnest Money Deposit (EMD) of Rs-----  
------(Rupees-----only) in the form of Bank Guarantee from Messers ..... a partnership firm/sole proprietor business/a company registered under the Companies Act, 1956 having its office at .....(hereinafter called " the tenderer" 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) for participating in the Tender no.....dated..... (hereinafter called "the tender" which expression shall include any amendments/alterations to "the tender" issued by "the Company") for the supply, delivery at site, installation and commissioning of certain equipment, item/services/civil works etc., 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 Company without any demur on first demand an amount not exceeding Rs..... (Rupees.....only) against any loss or damage, costs, charges and expenses caused to or suffered by the Company by reason of non-performance and non-fulfilment or for any breach on the part of the tenderer of any of the terms and conditions of the said tender.

2. We, ..... Bank further agree that the Company shall be sole judge whether the said tenderer has failed to perform or fulfil the said tender in terms thereof or committed breach of any terms and conditions of the tender the extent of loss, damage, cost, charges and expenses suffered or incurred or would be suffered or incurred by the Company on account thereof and we waive in the favour of the Company 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 Company 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 Company the amount so demanded on first demand and without any demur notwithstanding any dispute raised by the tenderer 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 Company that the Company 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 tender/or to extend time of performance by the tenderer from time to time or to postpone for any time to time any of the powers exercisable by the Company against the tenderer and to forbear to enforce any of the terms and conditions relating to the tender and we shall not be relieved from our liability by reason of any such variation or extension being granted to the tenderer or for any forbearance, act or omission on the part of the Company or any indulgence by the Company to the tenderer 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 Company 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 tenderer or dissolution or winding up of the business of the tenderer.

7. Notwithstanding anything contained herein above:

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

ii) This Bank Guarantee shall be valid up to 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 + ---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

or the person authorised to sign)

(Signature of a person authorised  
to sign on behalf of "the Bank")



**Details for Remittance towards EMD/PS**

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)

<b>Date of Remittance</b>	<b>Name of Firm</b>	<b>Vendor Code</b>	<b>MDL tender/ PO. Ref No.</b>	<b>Nature of Remittance viz. EMD/PS etc.</b>	<b>Amount Remitted (₹)</b>

**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*

**SERVICE LEVEL AGREEMENT**

THIS SERVICE LEVEL AGREEMENT made on this \_\_\_\_\_ day of \_\_\_\_\_ (month and year) at \_\_\_\_\_

BETWEEN

MAZAGON DOCK SHIPBUILDERS LTD., a Company within the meaning of the Companies Act, 2013 having its registered office at Dockyard Road, Mazgaon, Mumbai-400 010. (hereafter referred to as the "MDL")

AND

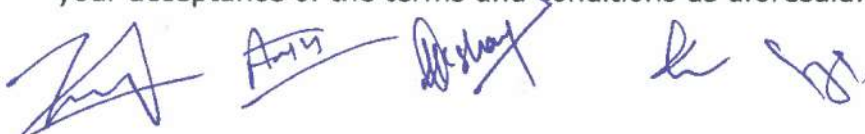
M/s. \_\_\_\_\_ constituted under the Companies Act, \_\_\_\_\_ having its registered office at \_\_\_\_\_ (hereafter referred to as the "AB"), which expression shall, unless repugnant to the context thereof, mean and include successors in title

**WHEREAS:**

1. MDL floated Request for Proposals (RFP) cum Notice Inviting Tender (NIT) inviting proposals from Insurance Intermediaries for managing the non-health insurance claims of MDL.
2. AB responded by submitting its proposal against the said RFP cum NIT and emerged as L1 for managing the non-health insurance claims of MDL.

**NOW THE AGREEMENT WITNESSETH AS FOLLOWS:**

1. The appointment of AB will be for the period \_\_\_\_\_ to \_\_\_\_\_ commencing from the date of signing of this Agreement, which may be extended for further periods depending on satisfactory service/performance at the sole discretion of MDL.
2. MDL upon first becoming aware of the loss shall immediately intimate the same to AB through email to the designated Claim Manager.
3. MDL assures to provide full cooperation to AB for the smooth execution of the insurance portfolio related work.
4. AB shall sign and return the duplicate copy of this Agreement within 7 (seven) days from the date of receipt of the same to the undersigned as a token of your acceptance of the terms and conditions as aforesaid.



5. The claim intimation shall be received by Insurer from AB through email to the co-ordinate at Sr. No. 1 with cc to Sr. No. 2 & 3 mentioned below:

Sr. No.	Name	Designation	Mobile No.	Desk No.	E-Mail ID
1					
2					
3					

**Scope of Work of AB:**

**I. Property related:**

- a. To carry and report on Risk inspection & Risk Evaluation Study of the Yard/Assets.
- b. To identify areas of risk including Terrorism Risk and suggesting methodology to minimize the risk as well as suggesting optimum insurance coverage.
- c. To calculate probable maximum loss.
- d. Re-Instatement Valuation of all insurable assets of the Yard.
- e. To assist the Insurer during the plant inspections.
- f. To guide MDL in designing the Policy by looking into MDL's interest by way of maximum coverage and no/Minimal loss to MDL while ensuing fixed assets, inventory, transit cover for materials, temporary storage of materials at specified locations i.e. workshops, near/adjacent to ship/boat bay, on weather deck, BRI & Ship Repair Liability cover, Infra projects, Export Orders etc., contractor plant and machinery, motor vehicles, launches and boats, hull etc.
- g. To design the policy in such a way to have maximum Risk Coverage with Minimum premium amount so that MDL should have adequate cover.





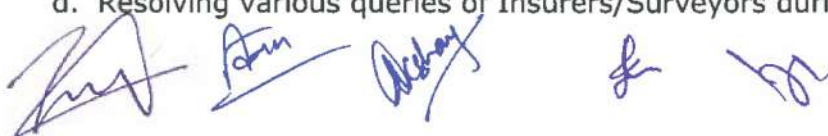
- h.** To design the Insurance program to the optimization of the Risk Profile of the Yard/Assets including appropriate policy clauses and warranties.
- i.** To design BRI/Ship Repair Liability insurance for vessels built or repair work undertaken by MDL and other Non-life insurance as and when required by MDL.
- j.** To undertake review of Business Interruption, cover if required, after studying Annual administrative report and latest Audited Balance Sheet & P /L accounts for determining:
- i. Standing charges & operational profit;
  - ii. Segregation of income and expense heads and identifying these under various operational elements and as per cost centre data given by MDL; and
  - iii. Determining Business Interruption Indemnity limit.
- k.** To determine Risk features in Liability segment viz, Directors & Officers Liability, Third Party Liability, Product Liability, Employee Compensation Liability – erstwhile WC Act Liability, Cyber Crime Liability, statutory requirements, etc. and suggest any insurance cover(s), if required.
- l.** To Assist in preparation of tender documents for the MDL to invite competitive bids from eligible parties either through e-Portal or direct from Insurers.
- m.** To liaise with the Insurers in the pre-bid meetings.
- n.** To assist in negotiating and finalizing the terms and condition of insurance optimizing cost, cover, security and quality of service in accordance with the laid down procedure of the Insured.
- o.** Finalization of the policy wording and contract terms & conditions.
- p.** Assist in Evaluation, finalization of bids and recommending MDL for placing the orders on insurance company.



- 
- q. Examining Insurance Policy documents to protect MDL's interest in regards to claim settlement before handing over of same to MDL user.
  - r. To interact with MDL for any change in Risk quality, addition / deletion in assets and any other support.
  - s. To guide MDL for intimating to the Insurer about the material under Transit policies. To prepare a database for such intimations sent to the Insurer to frame the projections for the next year's transit policies.
  - t. To prepare the stock declaration statements for the Insurer as per the Stock Insurance policy clause. Prepare the approval document with necessary follow up with the Insurer, for premium to be paid on additional sum insured, if the stock value intimated for the month as per the policy clause crosses the Stock policy sum Insured limit.
  - u. To follow up with the Insurer for past and on-going policies premium refund/payment arising due to policy clause or due to any addition or deletion in the asset data which is done after the previous financial year closing.

## II. Claim Management:

- a. Coordinating and ensuring realization of past claims. It has to follow up ongoing claims till the time of settlement.
- b. In case of claim situation, taking up with Insurer, overseeing surveyor appointment and provide all assistance, technical or otherwise to client for completing claim documents till settlement.
- c. Assist in preparation and verification of documentation for lodging of claim and for follow up of settlement of claim.
- d. Resolving various queries of Insurers/Surveyors during claim processing.



- 
- e. Necessary follow up and early settlement of all insurance claims of present and past.
- 
- f. Continuous co-ordination with surveyor and insurer for smooth settlement of claims.
  - g. Guidance in relation to interpretation of policy, wording/conditions, warrant times, deductibles etc. During claims processing.
  - h. To arrange for submission of monthly report on claim settlement status and pending issues.
  - i. Be a part and guidance to MDL in the meetings with Insurance Companies, Replies to Insurance Companies, periodical updates with respect to IRDA rules and regulations. Time is the essence of any settlement. Long pending claims needs review and follow ups with insurance Companies, Update MDL on issues and drafting letters etc.
  - j. Any undue delays in settlement of claim by insurance company will have performance impact on the services of the AB. Follow up the claims on regular basis and guiding MDL in fair and true manner in claiming Discharge Voucher.
  - k. AB to submit MIS on status of Claims as well as to issue Acceptance certificate duly signed by Competent authority in their letter head to MDL clearly justifying and recommendations with respect to claim settlement by Insurance Company.
  - l. AB to guide and support MDL in legal matters with respect to claim settlement. They should also guide MDL in taking up the cases after claiming Discharge voucher in claiming reasonable claims which are disallowed.



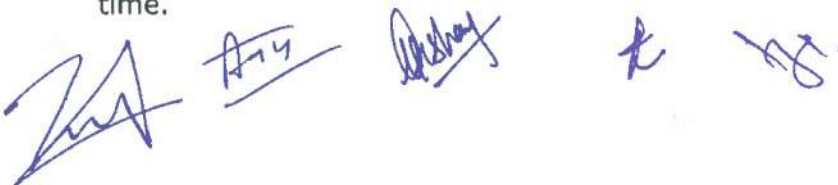


### **III. Other Services to be provided by the Insurance Intermediary:**

- a. Assisting MDL in taking any new Insurance Policies and managing the same.
- b. Technical assistance in any Non-life Insurance Policies (for e.g. BRI, etc), as and when required and managing the same.
- c. Keeping MDL informed of the latest IRDAI regulations and guidelines concerning MDL interest
- d. Assisting MDL, from time to time, on developments in the insurance industry having impact on the company.
- e. Any other matter related to Insurance and Risk Management, irrespective of the location of the Insurable assets
- f. To assist in resolving MDL's Internal auditor's/Statutory auditor's/ Govt. auditor's queries related to insurance.
- g. To conduct training programs (Insurance Workshop) for nominated executives of MDL to explain in detail about the Covers taken, insurance administration, claims, risk improvement and "Dos & Don'ts" in claim situation etc. The duration etc. of such Workshop would be mutually fixed every year.
- h. To assist MDL in placing prudent Insurance terms in contracts with MDL's clients/ vendors.
- i. To provide any other advisory services to MDL on Insurance portfolio of MDL.

### **IV. Obligations of AB:**

- a. AB has to assign a senior person/persons with leading team (Names to be furnished in this regards) having Technical and Commercial expertise in liasioning with MDL on top priority basis during the period of appointment.
- b. AB should depute minimum 1 person in MDL who has an experience of at least 2 years in Insurance company. The person(s) deputed shall work in MDL in compliance of scope of work for at least 2 days in a week during the period of appointment and as and when called for assisting any work related to insurance. Their attendance will be recorded in MDL.
- c. The above mentioned jobs are illustrative in nature and AB may be required to carry out other jobs relating to insurance, as will be required from time to time.



**V Obligations of MDL:**

MDL shall ensure the following actions immediately post loss:

- a. Take all steps to minimize/ contain the loss and prevent aggravation thereof. Insurer will pay for all such bona-fide and reasonable expenses subject to limitation as per the Policy if these are supported with evidence and sufficient reason behind the action.

**Claim Documents:**

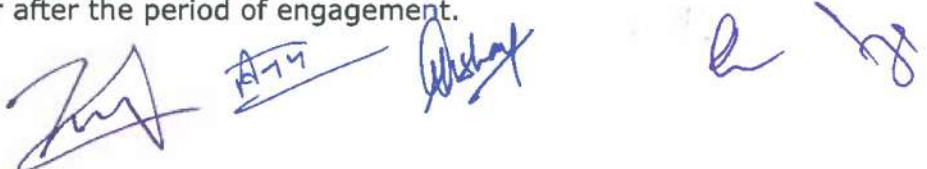
Documents that are generally necessary for the settlement of respective type of claims shall be sought. Any other details as considered essential or material by MDL shall be provided depending on the circumstances of the claim event. Further, even in the absence of receipt of such a notification, MDL shall disclose any material facts known to them that are relevant to the claim.

**Force Majeure:**

If, at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reasons of any war or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics. Quarantine restrictions, strikes, lockouts or Act of God (hereinafter referred to as events) provided notice of happenings of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this contract nor shall either party have any claim for damages against other in respect of such non-performance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such an event come to an end or cease to exist, and the decision of the MDL as to whether the deliveries have been so resumed or not shall be final and conclusive. Further that is the performance in whole or part of any obligation under this contract is prevented or delayed by reasons of any such event for a period exceeding 60 days, either party may, at its option, terminate the contract.

**Payment Terms:**

No service charges/fees/expenses/taxes will be paid/reimbursed to AB by MDL for any activity carried out by them in connection with insurance, either before, during or after the period of engagement.

The block contains several handwritten signatures and initials in blue ink. From left to right, there is a large signature, the initials 'ATM', another signature, and two more signatures.

**Penalty for Delay:**

Commencement of work should be arranged within five working days of acceptance of LOA. Delay in commencement of work would attract penalty of Rs.2000/-per day.

**Confidentiality:**

AB must keep confidential any information received from or about MDL as a result of or in connection with the submission of the Response. All information contained in the response, or in subsequent communications shall be deemed confidential.

**Dispute Resolution:**

In case of any dispute arising out of this agreement, both AB and MDL shall strive to solve the dispute through amicable discussions. If inspite of such discussions, the disputes are not settled, then the dispute shall be referred to a mutually agreed Arbitrator for dispute resolution under the provisions of the Arbitration & Conciliation Act, 1996. The seat of Arbitration shall be Mumbai.

The SERVICE LEVEL AGREEMENT will be reviewed quarterly and any changes in the terms & conditions of the SERVICE LEVEL AGREEMENT as consented by all the parties during review will form part of the original SERVICE LEVEL AGREEMENT.

<b>SIGNATURE</b>	<b>SIGNATURE</b>
<b>For and behalf of MDL</b>	<b>For and behalf of M/s. _____</b>
<b>Location -</b>	<b>Location -</b>
<b>Authorized Signatory</b>	<b>Authorized Signatory</b>

The image shows five handwritten signatures in blue ink, arranged horizontally. The signatures are stylized and vary in length and complexity, representing the authorized signatories for MDL and M/s. as indicated in the table above.





**MAZAGON DOCK SHIPBUILDERS LTD.  
OUTSOURCING DEPARTMENT**

**Annexure-X**

**Declaration by bidder for RESTRICTIONS UNDER RULE 144(XI) OF GENERAL  
FINANCIAL RULES GFRS, (2017) AS PER DIRECTIVES F NO. DPE/7(4)/2017-FIN DTD  
24.02.2023 & ORDER NO F.7/10/2021-PPD (1) DTD 23.02.2023**

(On bidder's Letter Head)

I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that our Firm M/s..... is not from such a country and does not have any specified Transfer of Technology (TOT) from such a country or, if from such a country or if having specified TOT from such a country has been registered with the Competent Authority.

I hereby certify that our Firm M/s..... fulfils all requirements in this regard and is eligible to be considered for procurement on GeM. [Where applicable, evidence of valid registration by the Competent Authority shall be attached along with this declaration as per the case]

Note – The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. MDL reserves the right to consider placement of Order / Contract or reject any or all tenders/Orders without assigning any reason.

COMPANY'S NAME & ADDRESS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SIGNATURE:

DATE:

NAME:

DESIGNATION:

BIDDER'S COMPANY SEAL:

**DECLARATION CERTIFICATE FOR LOCAL CONTENT**  
**(Tender value Less than Rs 10 Crores)**

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 Local Content & prescribed tender conditions).

**LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CORPORATION, PARTNERSHIP OR INDIVIDUAL)**

**IN RESPECT OF BID / TENDER No.** .....

**ISSUED BY:** (Name of Firm): .....

NB: The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.

I, the undersigned, ..... (full names), do hereby declare, in my capacity as ..... of .....(name of bidder entity), the following:

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

(b) I have read and understood the requirement of local content (LC) and same is specified as percentage calculated in accordance with the definition provided at clause 2 of revised Public Procurement (preference to Make in India) Order 2017.

“Local content” as per above order means the amount of value added in India which shall be the total value of items procured (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.”

(c) I have satisfied myself that the goods/services/works to be delivered in terms of the above-specified bid comply with the local content requirements as specified in the tender for ‘Class-I Local Supplier’ / ‘Class-II Local Supplier’, and as above.

(d) The local content calculated using the definition given above are as under:

RFP Description	Local content calculated as above %	Location of local value addition
Engagement of Insurance Intermediary / Broker (Direct /Composite) to assist MDL in management of its Non Health Insurance portfolio		

*Attach separate sheet duly signed if space is not sufficient*

**NB: Local content percentage shall be declared item wise or tender wise strictly as per the terms of the tender.**



(e) I accept that the Procurement Authority / Institution / MDL / Nodal Ministry has the right to request that the local content be verified in terms of the requirements of revised Public Procurement (preference to Make in India) Order 2017 dtd 16.09.2020 and I shall furnish the document / information on demand. Failure on my part to furnish the data will be treated as false declaration as per PPP MII Order 2017. In case of contract being awarded, I undertake to retain the relevant documents for 7 years from date of execution.

(f) I understand that the submission of incorrect data, or data that are not verifiable as described in revised Public Procurement (preference to Make in India) Order 2017, may result in the Procurement Authority / Nodal Ministry / MDL imposing any or all of the remedies as provided for in Clause 9 of the Revised Public Procurement (preference to Make in India) Order 2017 dated 16.09.2020

**SIGNATURE:**

**DATE:** \_\_\_\_\_

**Seal / Stamp of Bidder**

**RFP Acceptance Format**

To,  
Mazagon Dock Shipbuilders Limited

Tender Enquiry No..... Date: -.....

RFP Clause No.	Bidder's Remark (Acc. / Dev.)	Bidder's Remark against Deviation
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		

Company's Name &Address:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature:

Date:

Name:

Designation:

Bidder's Company Seal:

**NOTES:**

1. Bidder(s) should carefully read the Terms & Conditions of the Tender Enquiry Form (TEF) prior to filling up this acceptance format.
2. This format should be properly filled, signed and returned by the bidder(s) along with their technical offer for considering their Bid.
3. Bidder(s) should indicate "ACC" for Accepted, "DEV" for Deviation Taken for each clause number in the above table.
4. Bidder(s) to attach Separate Sheet indicating all relevant details such as Number, Description of the Clause, Reasons for Deviation and Alternative suggested for any deviations taken by them.
5. Clause numbers shown in the above format also includes the sub-clauses under these clauses.

**Annexure-III Acceptance Format**

To,  
Mazagon Dock Shipbuilders Limited

Tender Enquiry No..... Date: -.....

TEF Clause No.	Bidder's Remark (Acc. / Dev.)	Bidder's Remark against Deviation
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		

Company's Name &Address:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature:

Date:

Name:

Designation:

Bidder's Company Seal:

**NOTES:**

1. Bidder(s) should carefully read the Terms & Conditions of the Tender Enquiry Form (TEF) prior to filling up this acceptance format.
2. This format should be properly filled, signed and returned by the bidder(s) along with their technical offer for considering their Bid.
3. Bidder(s) should indicate "ACC" for Accepted, "DEV" for Deviation Taken for each clause number in the above table.
4. Bidder(s) to attach Separate Sheet indicating all relevant details such as Number, Description of the Clause, Reasons for Deviation and Alternative suggested for any deviations taken by them.
5. Clause numbers shown in the above format also includes the sub-clauses under these clauses.