



निविदा पूछताछ  
TENDER ENQUIRY

[एकल निविदा]  
[SINGLE TENDER]

माझगांव डॉक शिपबिल्डर्स लिमिटेड  
(भारत सरकार का उपक्रम)  
MAZAGON DOCK SHIPBUILDERS LIMITED  
(Formerly known as Mazagon Dock Limited)  
(A Govt. of India Undertaking)  
CIN: L35100MH1934GOI002079  
Dockyard Road, Mumbai 400 010  
Website- [www.mazagondock.in](http://www.mazagondock.in)  
Certified - ISO 9001: 2008 for Shipbuilding Division  
GST ID : 27AAACM8029J1ZA

निविदा सं./Tender No	1200003282	विभाग/Department	EY COMMERCIAL
क्रय अधिकारी/Purchase Exec.	RAMCHANDER CHALLA	क्रय अधिकारी/Purchase Exec.	RAMCHANDER CHALLA
सेवा में/To		दूरभाष सं./Telephone No	23762649
		फैक्स सं./Fax No	23741386
		ई-मेल/E-Mail	rchalla@mazdock.com
दूरभाष सं./Telephone		निविदा सं./Tender No	1200003282
फैक्स सं./Fax		निविदा तिथि/ Tender Date	16.08.2024
ई-मेल/E-Mail		निविदा बंद की तिथि/Tender Closing Date	13.09.2024
		निविदा बंद होने का समय/Tender Closing Time	12:00:00
		आरएफक्यू सं./RFQ No	2260000000

निविदा शुल्क/Tender Fee	रु/Rs	0.00
बयाना राशि/EMD Amount	रु/Rs	0.00
पुर्व बिड बैठक तिथि और समय/Pre Bid Meeting Date & Time		,00:00:00
निविदा खोलने की तिथि और समय/Tender Opening Date & Time		13.09.2024,15:00:00
प्रस्ताव वैधता तिथि है/Offer should be valid up to		
सुरक्षा जमा/Security Deposit		0.00 %आदेश मूल्य का/PO value
वरीय बैंक जमानत /Perf. Bank Guarantee		5.00 %आदेश मूल्य का/PO value

( आगे के विवरण हेतु कृपया सम्बंधित नियम शर्तों को पढ़ें। सुनिश्चित करें कि कोटेशन और संबंधित पत्राचार के लिए विभाग का नाम, क्रय अधिकारी का नाम, निविदा संख्या, बंद होने का समय एवं तिथि एवं आरएफक्यू सं. अपने कोटेशनमें लिखें।  
Kindly read and refer relevant terms & conditions for further details. Do ensure to Quote Department Name, Purchase Executive & Name, Tender Number, closing date & time and RFQ Number in your Quotation & related correspondence )

प्रिय महोदय/महोदया  
Dear Sir / Madam ,

विषय /SUB:- PROCUREMENT OF MISC., SPARES (HATCHES, ELECTRIC FAN, OUTFITTED CABLES, STARTER UNITS AND VARIOUS POS'S ITEMS) AND SERVICES FOR AIP PROJECT

माझगाँव डॉक शिपबिल्डर्स लिमिटेड प्रतिष्ठित/संभावित आपूर्तिकर्ताओं से निम्न हेतु, प्रतियोगितात्मक दो बोली प्रणाली में ( भाग -I तकनीकी - वाणिज्य बोली एवं भाग II मूल्य बोली ) बोली आमंत्रित करती है।  
Mazagon Dock Shipbuilders Limited (MDL) invites Competitive – Bid from reputed Supplier for the following in TWO BID system ( Part - I Techno - Commercial Bid & Part - II Price Bid ) .

क्र सं. SL.No.	सामग्री / सेवा विवरण Material / Service Details	मात्रा / इकाई Quantity / unit	आपूर्ति तिथि Delivery Date
00010	सामग्री सं./ Material Number :- 350000000000081114 OUTFITTED CABLES NEW RN:11LS521F00342 सामग्री वर्णन/Material Description :OUTFITTED CABLES NEW RN:11LS521F00342	1 Number	06.06.2025

क्र सं. SL.No.	सामग्री / सेवा विवरण Material / Service Details	मात्रा / इकाई Quantity / unit	आपूर्ति तिथि Delivery Date
FUNCTION CODE:UW24102D			
00020	सामग्री सं./ Material Number :- 350000000000081115 OUTFITTED CABLE NEW RN:11LS521F00343 सामग्री वर्णन/Material Description :OUTFITTED CABLES NEW RN: 11LS521F00343 FUNCTION CODE:UW24103D	1 Number	06.06.2025
00030	सामग्री सं./ Material Number :- 350000000000081116 OUTFITTED CABLE NEW RN:11LS521F00241 सामग्री वर्णन/Material Description :OUTFITTED CABLE NEW RN:11LS521F00241 FUNCTION CODE : GF225011	1 Number	06.06.2025
00040	सामग्री सं./ Material Number :- 350000000000081117 OUTFITTED CABLE NEW RN:11LS521F00242 सामग्री वर्णन/Material Description :OUTFITTED CABLE NEW RN:11LS521F00242 FUNCTIN CODE:GF22502R	1 Number	06.06.2025
00050	सामग्री सं./ Material Number :- 350000000000081118 OUTFITTED CABLE NEW RN:11LS521F00671 सामग्री वर्णन/Material Description :OUTFITTED CABLE NEW RN:11LS521F00671 FUNCTION CODE : BQ22500R	1 Number	06.06.2025
00060	सामग्री सं./ Material Number :- 350000000000081119 OUTFITTED CABLE NEW RN:11LS521F00672 सामग्री वर्णन/Material Description :OUTFITTED CABLE NEW RN:11LS521F00672 FUNCTION CODE : BQ22501R	1 Number	06.06.2025
00070	सामग्री सं./ Material Number :- 350000000000081120 OUTFITTED CABLE NEW RN :11LS521F00673 सामग्री वर्णन/Material Description :OUTFITTED CABLE NEW RN :11LS521F00673 FUNCTION CODE: BQ22502R	1 Number	06.06.2025
00080	सामग्री सं./ Material Number :- 350000000000081121 OUTFITTED CABLE NEW RN:11LS521F00674 सामग्री वर्णन/Material Description :OUTFITTED CABLE NEW RN:11LS521F00674 FUNCTION CODE: BQ22503R	1 Number	06.06.2025
00090	सामग्री सं./ Material Number :- 350000000000081122 OUTFITTED CABLE NEW RN:11LS521F00675 सामग्री वर्णन/Material Description :OUTFITTED CABLE NEW RN:11LS521F00675 FUNCTION CODE: BQ33504R	1 Number	06.06.2025
00100	सामग्री सं./ Material Number :- 350000000000081123 OUTFITTED CABLE NEW RN:11LS521F00676 सामग्री वर्णन/Material Description :OUTFITTED CABLE NEW RN:11LS521F00676	1 Number	06.06.2025

क्र सं. SL.No.	सामग्री / सेवा विवरण Material / Service Details	मात्रा / इकाई Quantity / unit	आपूर्ति तिथि Delivery Date
FUNCTION CODE :BQ22505R			
00110	सामग्री सं./ Material Number :- 350000000000081260 DIA 800 BOLTED HATCH FOR AIP SECTION सामग्री वर्णन/Material Description :DIA 800 BOLTED HATCH FOR AIP SECTION RN NO.: 01PX000C0016	1 Number	06.06.2025
00120	सामग्री सं./ Material Number :- 350000000000081105 OUTFITTED CABLES RN:11LS521F00677 सामग्री वर्णन/Material Description :Outfitted cables RN:11LS521F00677, FUNCTION CODE:BQ22506R	1 Number	06.06.2025
00130	सामग्री सं./ Material Number :- 350000000000081107 OUTFITTED CABLES RN:11LS521F00678 सामग्री वर्णन/Material Description :OUTFITTED CABLES RN:11LS521F00678 FUNCTION CODE :BQ22507R	1 Number	06.06.2025
00140	सामग्री सं./ Material Number :- 350000000000022883 AIR COMPRESSOR STARTING UNIT सामग्री वर्णन/Material Description :AIR COMPRESSOR STARTING UNIT, RN NO:- 11CD000C0202, FUNCTIONAL CODE:- DY02511, NGD/NNNo :- 0930930133013, COPIC No :- R2580346	1 Number	06.06.2025
00150	सामग्री सं./ Material Number :- 350000000000081108 ELECTRIC FAN RN:13EV000D00108 सामग्री वर्णन/Material Description :ELECTRIC FAN RN:13EV000D00108 FUNCTION CODE:FH00021, FH00023 & FH00025	3 Number	06.06.2025
00160	सामग्री सं./ Material Number :- 350000000000081111 OUTFITTED CABLES RN:11LS521F00035 सामग्री वर्णन/Material Description :OUTFITTED CABLES RN:11LS521F00035 FUNCTION CODE:UE21002D	1 Number	06.06.2025
00170	सामग्री सं./ Material Number :- 350000000000081124 OUTFITTED CABLE NEW RN:11LS521F00679 सामग्री वर्णन/Material Description :OUTFITTED CABLE NEW RN:11LS521F00679 FUNCTION CODE:BQ22510R	1 Number	06.06.2025
00180	सामग्री सं./ Material Number :- 350000000000081125 OUTFITTED CABLE NEW RN:11LS521F00680 सामग्री वर्णन/Material Description :OUTFITTED CABLE NEW RN:11LS521F00680 FUNCTION CODE :BQ22511R	1 Number	06.06.2025
00190	सामग्री सं./ Material Number :- 350000000000081126 OUTFITTED CABLE NEW RN:11LS521F00681 सामग्री वर्णन/Material Description :OUTFITTED CABLE NEW RN:11LS521F00681 FUNCTION CODE:BQ22512R	1 Number	06.06.2025
00200	सामग्री सं./ Material Number :- 350000000000081127	1 Number	06.06.2025

निविदा सं./ Tender No:- 1200003282		निविदा तिथि/ Tender Date:- 16.08.2024		आरएफक्यू सं./RFQ No:- 2260000000	
क्र सं. SL.No.	सामग्री / सेवा विवरण Material / Service Details	मात्रा / इकाई Quantity / unit	आपूर्ति तिथि Delivery Date		
	OUTFITTED CABLE NEW RN:11LS521F00682 सामग्री वर्णन/Material Description :OUTFITTED CABLE NEW RN:11LS521F00682 FUNCTION CODE : BQ22513R				
00210	सामग्री सं./ Material Number :- 350000000000081128 OUTFITTED CABLE NEW RN: 11LS521F00683 सामग्री वर्णन/Material Description :OUTFITTED CABLE NEW RN: 11LS521F00683 FUNCTION CODE :BQ22514R	1 Number	06.06.2025		
00220	सामग्री सं./ Material Number :- 350000000000081129 OUTFITTED CABLE NEW RN:11LS521F00684 सामग्री वर्णन/Material Description :OUTFITTED CABLE NEW RN:11LS521F00684 FUNCTION CODE :BQ22515R	1 Number	06.06.2025		
00230	सामग्री सं./ Material Number :- 350000000000081130 OUTFITTED CABLE NEW RN:11LS521F00298 सामग्री वर्णन/Material Description :OUTFITTED CABLE NEW RN:11LS521F00298 FUNCTION CODE :HG22504R	1 Number	06.06.2025		
00240	सामग्री सं./ Material Number :- 350000000000081234 HATCH COAMING ND 800 सामग्री वर्णन/Material Description :HATCH COAMING ND 800 FOR AIP SECTION (SIMILAR TO RN NO. 01ME000C1596)	1 Number	06.06.2025		
00250	सामग्री सं./ Material Number :- 350000000000081235 PRESSURE HULL CONNECTING PIECE'PR5 सामग्री वर्णन/Material Description :PRESSURE HULL CONNECTING PIECE'PR5 NGD/RN No. 870093224730	1 Number	06.06.2025		
00280	सामग्री सं./ Material Number :- 350000000000081389 ONE SET OF DOCUMENTATIONS FOR AIP 02 SET सामग्री वर्णन/Material Description :ONE SET OF DOCUMENTATIONS FOR AIP: i) 02 SET OF OF HARD COPIES & ii) 01 SET OF SOFTCOPIES (CDROM/ DVDROM)	1 SET	09.06.2025		
00290	ADVISING AND OVERSEEING <b>The Line item 00290 covers the following services</b>	1 Activity unit	10.04.2028		
000000001 0	सेवा सं./Service Number :- संक्षिप्त वर्णन/Short Description :- ADVISING	1 Activity unit			
000000002 0	सेवा सं./Service Number :- संक्षिप्त वर्णन/Short Description :- OVERSEEING	1 Activity unit			
00300	TRAINING ON PRODUCTION ENGINEERING	1 Activity unit	09.06.2025		

क्र सं. SL.No.	सामग्री / सेवा विवरण Material / Service Details	मात्रा / इकाई Quantity / unit	आपूर्ति तिथि Delivery Date
<b>The Line item 00300 covers the following services</b>			
000000001 0	सेवा सं./Service Number :-  संक्षिप्त वर्णन/Short Description :- PRODUCTION ENGINEERING-COMMON PATH	8 Days	
000000002 0	सेवा सं./Service Number :-  संक्षिप्त वर्णन/Short Description :- PRODUCTION ENGINEERING – HULL	10 Days	
000000003 0	सेवा सं./Service Number :-  संक्षिप्त वर्णन/Short Description :- PRODUCTION ENGINEERING – MECHANICAL	10 Days	
000000004 0	सेवा सं./Service Number :-  संक्षिप्त वर्णन/Short Description :- PRODUCTION ENGINEERING - PIPING - HVAC	9 Days	
000000005 0	सेवा सं./Service Number :-  संक्षिप्त वर्णन/Short Description :- PRODUCTION ENGINEERING – ELECTRICITY	9 Days	
000000006 0	सेवा सं./Service Number :-  संक्षिप्त वर्णन/Short Description :- PRODUCTION ENGINEERING - LIGHT MATERIALS	9 Days	
00310	PRODUCTION REFRESHING TRAINING	1 Activity unit	09.06.2025
<b>The Line item 00310 covers the following services</b>			
000000001 0	सेवा सं./Service Number :-  संक्षिप्त वर्णन/Short Description :- WELDERS QUALIFICATION	75 Days	
000000002 0	सेवा सं./Service Number :-  संक्षिप्त वर्णन/Short Description :- PREHEATING	12.500 Days	
000000003 0	सेवा सं./Service Number :-  संक्षिप्त वर्णन/Short Description :- DIMENSIONAL CHECKS OF PRESSURE HULL	13.500 Days	
000000004	सेवा सं./Service Number :-	13.500 Days	

क्र सं. SL.No.	सामग्री / सेवा विवरण Material / Service Details	मात्रा / इकाई Quantity / unit	आपूर्ति तिथि Delivery Date
0	संक्षिप्त वर्णन/Short Description :- NON DESTRUCTIVES TESTS		
00320	TRAINING ON PLATFORM MANAGEMENT SYSTEM C <b>The Line item 00320 covers the following services</b>	1 Activity unit	09.06.2025
000000001	सेवा सं./Service Number :-	10 Days	
0	संक्षिप्त वर्णन/Short Description :- TRAINING ON PLATFORM MANAGEMENT SYSTEM C		

नियम और शर्तें : भाग ए में लिखी हुई और इतर संलग्नपत्रे इस निविदा एक अभिन्न अंग हैं। हमें आशा है की, हमें प्रतियोगित्मिक और उचित प्रस्ताव इस निविदा के लिए प्राप्त होगा।  
 Terms & Conditions as indicated in Part A of this tender and other enclosures / annexures form an integral part of this tender document. We look forward to receive your most competitive and reasonable offer against this Tender.

माझगाँव डॉक शिपबिल्डर्स लिमिटेड के लिए /For Mazagon Dock Shipbuilders Ltd

**TENDER NO. 1200003282**  
**Procurement of Misc Spares (HATCHES, ELECTRIC FAN, OUTFITTED CABLES, STARTER UNITS and various POS's items) and services for AIP project**

**Tender Enquiry Form (TEF)**

**SINGLE TENDER**

**Two Bid System)**

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

MDL INVITES BID in **TWO BID SYSTEM** for the supplies from Suppliers/ Bidders/ Contractors.

**Issue of e - Tender Enquiry Document:** This e-tender enquiry can be downloaded from our e-procurement website <http://eprocuremdl.nic.in>. To login and quote against this e-tender on e-procurement portal, bidders should possess Digital Signature Certificate (DSC). For DSC you can contact Help Desk for upgrade to Premium Services, DSC Renewal & RESET process **(0120-4200462,0120-4001002, Mobile 09702860458 (Mr. Tushar) or [eproc-support@gov.in](mailto:eproc-support@gov.in)**).

**Tender opening:** Technical bid and Price Bid will be opened immediately after the tender closing date and time through e-procurement portal. Bidders can view details of quotation received against tender after tender opening on e-procurement website.

**Note:** Bidders in their own interest are requested to submit their bids well in advance of tender closing date to avoid the last minute difficulties in submitting the bids. Problems in hardware/software, internet connectivity, system configurations, Browser setting etc, for whatsoever reason shall not be considered for extension of tender closing date and time.

Timely submission of bids is responsibility of the bidder and no reasons / excuses in this regard shall be entertained by MDL.

**TENDER NO. 1200003282**  
**Procurement of Misc Spares (HATCHES, ELECTRIC FAN, OUTFITTED CABLES, STARTER UNITS and various POS's items) and services for AIP project**

**TEF consists of following**

1)	Annex-A	:	Scope of Supply
2)	Annex-B	:	Commercial Terms & Conditions
3)	Annex-C	:	Form of Performance and Warranty Bank Guarantee
4)	Annex-D	:	Form of Irrevocable Documentary Credit
5)	Annex-E	:	Form of Certificate of Conformity
6)	Annex-F	:	Form of Certificate of Warranty
7)	Annex-G	:	Form of Ready for Shipment Certificate
8)	Annex-H	:	Form of End User Certificate
9)	Annex-I	:	Form of Certificate of Origin
10)	Annex-J	:	Form of Warranty Claim
11)	Annex-K	:	Shipping instructions
12)	Annex-L	:	Format of Integrity Pact
13)	Annex-M	:	Official Secret Act
14)	Annex-N	:	TEF Acceptance Form
15)	Annex-O	:	Deviation Sheet
16)	Annex-P	:	Form of Shelf Life Certificate
17)	Annex-Q	:	Price Rate Sheet
18)	Annex-R	:	Compliance Certificate w.r.t Land Border Clause



**TENDER NO. 1200003282**  
**Procurement of Misc Spares (HATCHES, ELECTRIC FAN, OUTFITTED CABLES, STARTER UNITS and various POS's items) and services for AIP project**

Annex-A

**1. SCOPE OF SUPPLY AND DELIVERY SCHEDULE:**

PROCUREMENT OF MISC., SPARES (HATCHES, ELECTRIC FAN, OUTFITTED CABLES, STARTER UNITS AND VARIOUS POS'S ITEMS) AND SERVICES FOR AIP PROJECT AS LISTED IN PRICE RATE SHEET (ANNEX Q).

**NOTE:** BIDDERS ARE REQUESTED TO GET THEIR TECHNICAL QUERIES, IF ANY, CLARIFIED IN ADVANCE (3 DAYS IN ADVANCE TO TENDER CLOSING DATE) TO AVOID LAST MINUTE DELAY. FOR ANY TECHNICAL CLARIFICATION, BIDDERS ARE REQUESTED TO CONTACT **MR. PRAFUL BHONGADE, M (D-EY), TEL.NO.: 022-23763618, EMAIL: [PJBHONGADE@MAZDOCK.CO](mailto:PJBHONGADE@MAZDOCK.CO) / [VIDYANANDPRAKASH@MAZDOCK.COM](mailto:VIDYANANDPRAKASH@MAZDOCK.COM)**

ALL ITEMS / SERVICES TO BE SUPPLIED / PROVIDED STRICTLY AS PER PART NUMBERS.

TENDER SR.NO.	SHORT TEXT	QUAN TITY	UNIT
00010	OUTFITTED CABLES NEW RN:11LS521F00342	1	NOS
00020	OUFITTED CABLE NEW RN:11LS521F00343	1	NOS
00030	OUTFITTED CABLE NEW RN:11LS521F00241	1	NOS
00040	OUTFITTED CABLE NEW RN:11LS521F00242	1	NOS
00050	OUTFITTED CABLE NEW RN:11LS521F00671	1	NOS
00060	OUTFITTED CABLE NEW RN:11LS521F00672	1	NOS
00070	OUTFITTED CABLE NEW RN :11LS521F00673	1	NOS
00080	OUTFITTED CABLE NEW RN:11LS521F00674	1	NOS
00090	OUTFITTED CABLE NEW RN:11LS521F00675	1	NOS
00100	OUTFITTED CABLE NEW RN:11LS521F00676	1	NOS
00110	DIA 800 BOLTED HATCH FOR AIP SECTION	1	NOS
00120	OUTFITTED CABLES RN:11LS521F00677	1	NOS
00130	OUTFITTED CABLES RN:11LS521F00678	1	NOS
00140	AIR COMPRESSOR STARTING UNIT	1	NOS
00150	ELECTRIC FAN RN:13EV000D00108	3	NOS
00160	OUTFITTED CABLES RN:11LS521F00035	1	NOS
00170	OUTFITTED CABLE NEW RN:11LS521F00679	1	NOS
00180	OUTFITTED CABLE NEW RN:11LS521F00680	1	NOS
00190	OUTFITTED CABLE NEW RN:11LS521F00681	1	NOS
00200	OUTFITTED CABLE NEW RN:11LS521F00682	1	NOS
00210	OUTFITTED CABLE NEW RN: 11LS521F00683	1	NOS
00220	OUTFITTED CABLE NEW RN:11LS521F00684	1	NOS
00230	OUTFITTED CABLE NEW RN:11LS521F00298	1	NOS
00240	HATCH COAMING ND 800	1	NOS
00250	PRESSURE HULL CONNECTING PIECE'PR5	1	NOS
00280	ONE SET OF DOCUMENTATION FOR AIP i) 02 SETS OF HARD COPIES ii) 01 SET OF SOFT COPIE (CDROM / DVDROM)	1	SET
00290	ADVISING AND OVERSEEING	1	AU
00290-10	ADVISING	1	AU
00290-20	OVERSEEING	1	AU
ITEM	SHORT TEXT	QUAN TITY	UNIT

**TENDER NO. 1200003282**  
**Procurement of Misc Spares (HATCHES, ELECTRIC FAN, OUTFITTED CABLES, STARTER UNITS and various POS's items) and services for AIP project**

00300	TRAINING ON PRODUCTION ENGINEERING	1	AU
00300-10	PRODUCTION ENGINEERING-COMMON PATH	08	DAYS
00300-20	PRODUCTION ENGINEERING – HULL	10	DAYS
00300-30	PRODUCTION ENGINEERING – MECHANICAL	10	DAYS
00300-40	PRODUCTION ENGINEERING - PIPING - HVAC	09	DAYS
00300-50	PRODUCTION ENGINEERING – ELECTRICITY	09	DAYS
00300-60	PRODUCTION ENGINEERING - LIGHT MATERIALS	09	DAYS
00310	PRODUCTION REFRESHING TRAINING	1	AU
00310-10	WELDERS QUALIFICATION	75	DAYS
00310-20	PREHEATING	12.5	DAYS
00310-30	DIMENSIONAL CHECKS OF PRESSURE HULL	13.5	DAYS
00310-40	NON DESTRUCTIVES TESTS	13.5	DAYS
00320	TRAINING ON PLATFORM MANAGEMENT SYSTEM CHANGES	1	AU
00320-10	TRAINING ON PLATFORM MANAGEMENT SYSTEM CHANGES	10	DAYS

Note:

- 1) Warranty: 24 Months after delivery date
- 2) Performance Bank Guaranty: 5% on PO value
- 3) Inspection Agency: COC by suppliers QA Dept
- 4) Receipt Inspection: MDL QA & IN Rep
- 5) Document:
  - i) COC from supplier (Annex-E).
  - ii) Technical Manual, ETM and MAT drawing for applicable items.
  - iii) 3.1/3.2 Mill test certificate for 80 HLES for SI no. 270
  - iv) 3.1/3.2 Mill test certificate for material used for hatch coaming
- 6) Detailed Scope of Work for services part indicated in SI no. 280 & 290 are mentioned below at para Scope of Work for Services.
- 7) Start date of SI no. 280 & 290 will be mutually agreed during the kickoff meeting between MDL & NG post placement of Purchase Order.

**2. DELIVERY SCHEDULE**

1. Time is the essence of the supplies. Material must be delivered as per the following schedule.

Boat Nomenclature	Delivery Period
Y-72187	1) 10 Months from order placement for s.no 10 to 250 & 280 2) Start date of SI no. 290 to 320 will be mutually agreed during the kickoff meeting between MDL & NG post placement of Purchase Order

2. Bidder is requested to confirm acceptance of above delivery schedule in the offer.

**TENDER NO. 1200003282**  
**Procurement of Misc Spares (HATCHES, ELECTRIC FAN, OUTFITTED CABLES, STARTER UNITS and various POS's items) and services for AIP project**

**3. SCOPE OF WORK FOR SERVICES**

Services of Naval group for integration DRDO AIP in Kalvari Class Submarine

**1. Description:**

DRDO(NMRL) has developed AIP technology based on phosphoric acid fuel cell. MDL has been nominated to carry out the integration of the AIP system (referred as the EM cradle) on P-75 Kalvari class submarine.

The AIP system is integrated with the submarine by means of an additional pressure hull section to the submarine (Section 2C).

Naval group, being the designer of P75 class submarines, the Jumboisation (mean the disjoining/joining tasks and all necessary modifications on P75 submarine due to the fitting of the P75 submarine with AIP Plug) contract is to be established between MDL & Naval group for the activities related to retro fitment of P-75 Kalvari class submarine with AIP section.

**2. Scope of Work**

The scope of work for Naval group services to be undertaken for retrofitment of the AIP section with INS-Kalvari is as follows:

**2.1 Technical Handholding**

**2.1.1 Technical Documentation**

MDL has to perform the detailed engineering for AIP plug construction and installation using the detailed design data & general data given by Naval group during P75 technical data packages within COS-GEN (STFs, Norms & Standards, Manufacturing and assembly procedures, technical instructions etc). However, many of these documents, norms and standards are revised and updated to latest revision. MDL seeks all the updated version of these documents including any new additional documents which are required specific to AIP plug manufacturing, installations and trial. Two set of hard copies & one set soft copy in DVD/CD to be provided by Naval group to MDL.

Below is the broad category of documentation:

- a) Updated documents (STFs, Rules & Standards, MAT drawings if applicable) for procurement of materials, except Procurement Technical specifications for AIP System and new equipment needed for AIP implementation that shall be delivered by NMRL through the Indian Navy)
- b) Bill of Inspections files limited to and in relation to hull integrity, safety, security and main performances of the whole warship in order to ensure their flow down by MDL in the work instructions.
- c) General production engineering files explaining the construction (sequence of macro operations) upto the level of COS.
- d) Specific procedures in relation to the cutting and joining operation to integrate the AIP Plug into the P75 submarines.
- e) Technical specifications for specific jigs and tools needed for the jumboisation operation including any lifting operation to be performed during jumboisation.
- f) Updated dock plan for AIP integrated submarine.

All documents to be delivered in pdf format

**2.1.2 Training**

NG shall impart the three types of training to MDL's executive during execution of P75-AIP Integration as no construction order specification going to deliver by Naval Group under this contract. The purpose of the training is to fill the gap especially on

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the implementation of the P75 requirements in the MDL work instructions. All training modules are to be conducted in MDL's premises.

**2.1.2.1 Training on production Engineering**

MDL is performing detailed production engineering (COS) for AIP section first time and hence during training period Naval engineering group will organize 6 training module for MDL executive's necessary knowledge to understand the transition between the detailed design data and the work instructions to be provided to the production teams with respect to naval group specific requirement. The training modules consist in lecture and practical training in workshop sessions that include theoretical and practical contents.

A tentative training plan is as below:

S.No	Module	No of days
1	Production Engineering-Common path a) General presentation of production engineering process. b) Trades referential files. c) Quality controls model. d) Production Control Process e) Anomalies f) Work methods	8
2	Production Engineering – Hull a) Trade rules and regulations. b) Definition of quality controls in fabrication files. c) Handling definition d) Practical exercises	10
3	Production engineering – Mechanical a) Trade rules and regulations b) Definition of quality controls in fabrication files c) Handling definition d) Practical exercises	10
4	Production Engineering - Piping - HVAC a) Trade rules and regulations b) Definition of quality controls in fabrication files c) Practical exercises	9
5	Production engineering – Electricity a) Trade rules and regulations b) Definition of quality controls in fabrication files c) Practical exercises	9
6	Production engineering - LIGHT MATERIALS a) Trade rules and regulations b) Definition of quality controls in fabrication files c) Practical exercises	9

The total duration of this set of training modules is fifty-five (55) days. Training modules are performed in India in the Buyer's premise for a maximum of twenty (20) trainees per session. The number of trainers per session at site would be maximum of two (2), backed by back office for preparation before or during the training. The documents used during the training will be shared post each session. Post each session, trainers and trainees will sign the attendance sheet.

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**2.1.2.2 Production refreshing training**

The training sessions in relation to the production is limited to the processes in relation to the resistant hull manufacturing and which require mandatory qualifications according to Naval Group's standards. This training will enable to restart resistant hull manufacturing activities according to Naval Group's requirements. It is understood that the re-qualification will be led by the in-house welding school of the MDL and the NG will bring the complementary support through four (4) training modules for the following activities:

A tentative training plan is provided as below:

S.No	Module	No of days
1	A) Welders qualification a) Training on hull steel for low thicknesses b) Training on hull steel for high thicknesses c) Training welding joints d) Hull steel fillet welds e) Specific training B) Metal Cutting/forming	75
2	Preheating a) Hull general knowledge	
	i)Hull quality plan presentation - Cross specialties requirements	1
	ii)Specific Health and Safety for Hull Trade	0.5
	b) General knowledge of preheating	
	i)Presentation of rules et regulations for preheating mounting. Welding of thermocouples	0.5
	ii)Welding handbook presentation	0.5
	c)Electrical qualification of preheater	
	Electrical qualification of preheater	5
	d)Practical training	
	Practical training	5
3	Dimensional checks of pressure hull	
	a)Hull general knowledge	
	i)Hull quality plan presentation Cross specialties requirements	1
	ii) Specific Health and Safety for Hull Trade	0.5
	b)Dimensional checks presentation	
	i)Dimensional checks presentation	2
	ii)Practical training	10
4	Non destructives tests	
	a)Hull general knowledge	
	i)Hull quality plan presentation Cross specialties requirements	1
	ii)Specific Health and Safety for Hull Trade	0.5
	b)NDT Presentation	
	i)NDT Presentation	2
	ii)Practical training	10

The total duration of this set of training modules is hundred fourteen (114) days. Training modules are performed in India in the MDL premise for a maximum of ten (10) trainees per session. The number of trainers per session at site would be maximum of two (2), backed by back office for preparation before or during the training. The documents used during the training to be shared for each session. Post training of each session, training completion sheet will be signed by MDL & NG The re-qualification of the instructors of MDL welding school and related operators involved in the work of carrying out the AIP DRDO section.

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For any other specialty not mentioned above is not part of the aforementioned refreshing training, the MDL's personnel instructors will be responsible for setting up the in-house training program at MDL shipyard in order to train the workforce required for the project

**2.1.2.3 Training on Platform Management System changes.**

The implementation of AIP DRDO will have impact on the Platform Management System(PMS). The training shall be provided to ensure the MDL & IN to be able to use and exploit the Integrated Platform Management System (IPMS), the Monitoring Television Network and the steering console of the Kalvari Class Submarines fitted with AIP DRDO.

The training is composed of theoretical and practical courses. The objective is to present impacts of AIP DRDO plug on system, software and equipment of Kalvari Class Submarines.

The total duration of this training module is ten (10) days. The training will be made in MDL premise and partly made on-board submarine.MDL/IN has to ensure availability of submarine for dedicated training period. The number of trainers at site would be maximum of four (4), backed by back office for preparation before or during the training. The documents used during the training will be shared post each session. Post each session, trainers and trainees will sign the attendance sheet.

**Training Schedule**

Naval Group will have to provide detailed training scheduled/plan with duration & timelines within 2-week receipt of purchase order/contract also NG to provide list of Tools/Tackles/Equipment if any required for OJT session within 2 weeks of purchase order/contract. Accordingly, MDL will confirm the final & exact dates one month before the schedule along with the list of MDL trainees participating in the training. Naval Group shall have to provide training to the MDL's executive selected and finalized by MDL only.

MDL will make arrangements for conducting training sessions such as conference/training room, table/chairs with facilities like projector and works stations for duration of the training. In case of On the job training (OJT), MDL shall ensure the availability of tools/tackles & equipment on board for OJT session. Further, with regards to OJT, Naval Group will have to conduct on-board training. Training literature/manuals/application software etc.to facilitate the training at MDL shall be provided by NG.

On completion of respective training module, training completion certificate will be signed by NG & MDL

**2.2 Advising & Overseeing**

During the jumboisation phase, Naval Group shall depute in MDL an Advising and Overseeing Team in order to:

- a) Manage the interface between the MDL and the Naval Group for all issues related to the transfer of technology provided by them.
- b) Handhold the MDL during the AIP DRDO Plug production engineering.
- c) Advise the MDL for the manufacturing and integration to the P75 submarine.
- d) Provide answers to the MDL's question on the deliveries.
- e) Support MDL during Test and Trial.
- f) Oversee the construction.

**2.2.1 Front-Office Advising team**

- a) The Front-Office Advising Team (FO Advising Team) will be located at MDL premises, Mumbai, where the AIP Plug will be manufactured and integrated into the first Kalvari class submarine. The office space with basic infrastructure will be provided by MDL & detailed will be discussed during contract conclusion.

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- g) This FO Advising Team will be composed of engineers and technicians, organized as following, consisting of French and Indian advisers:

**Front-Office Management team:**

- a) Directed by 1(one) Front office Manager
- b) Main point of contact of MDL for all topics in relation to the advising activities.
- c) To manage the requests or claims on the NG deliveries and services, after joint inspection with the MDL representative.
- d) FO team will be responsible to co-ordinate and to organize movements of advisers. Daily report on deployment of Advisor & overseer to be submitted to PS(AIP)
- e) FO team to manage the exchange of information between the MDL and the NG.
- f) To follow the progress of the construction.
- g) To prepare the progress reviews, the progress meetings, the technical meetings and respective progress reports and minutes of meetings.
- h) Main point of contact for the NG's Back Office team.
- i) When required, coordination with MDL for the intervention of On-Call Support.

The duration of this function shall not exceed 47 months.

**Front-Office Hull Advising team**

- a) Directed by 1(one) Hull referent.
- b) This team will be in charge of supporting and advising MDL representatives for the manufacturing of the hull AIP Section, and support for resolution of hull related potential issues.
- c) This team will be in charge of coordination of hull and structure advising missions, including for hull detailed production engineering.
- d) The duration of this function shall not exceed 23 months.

**Front Office Integration Advising team**

- a) Directed by 1(one) integration referent
- b) This team will be in charge of supporting and advising MDL representatives for the integration of the AIP Plug, until the end of the test and trials.
- c) This team will be in charge of coordination of all advising missions, supporting MDL in integration works, setting to work and test activities, including associated detailed production engineering activities.
- d) The duration of this function shall not exceed 36 months.

The FO Advising Team will be composed of the 3(three) permanent members, with additional support through French missionaries, which will bring specific expertise during all construction activities that will occur in MDL Shipyard as detailed in the following sections.

The total presence of advisers (permanent + missionaries) will vary between 5 (five) and around 20 (twenty) advisers depending on the construction schedule to be provided by MDL. These team will be supported by back office team based in France for every activity

**2.2.1.1 Advising/Handholding during detailed production engineering**

The advising/handholding scope for detailed Production Engineering is planned as follows:

- a) Hull and structure detailed Production Engineering
- b) Mechanic detailed Production Engineering
- c) Piping detailed Production Engineering
- d) HVAC detailed Production Engineering
- e) Electricity detailed Production Engineering
- f) Light material specialties detailed Production Engineering

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The duration of those advising activities will not exceed 4 weeks per speciality for the 6 above listed specialities.

Naval Group staff for Advising/handholding will be composed of following non-exhaustive profiles:

1. Production engineering technician Hull.
2. Production engineering technician Mechanical.
3. Production engineering technician Piping & HVAC.
4. Production engineering technician Electricity.
5. Production engineering technician Light Materials

**2.2.1.2 Advising during Manufacturing of AIP Plug, STW and Trials**

The advising activities under this scope is planned as follows:

- a) Hull manufacturing
- b) Hull pre-equipment
- c) Hull surface preparation and painting
- d) Mechanical works including new equipment mounting like EM & Lox tank etc. and specific machining operations.
- e) Manufacturing and mounting of new pipes & new ventilation ducts.
- f) Cables routings, new equipment connection.
- g) Construction of conformity.
- h) Setting to work.
- i) HAT and SAT.

Total duration involving those advising activities will not exceed forty-four (44) months.

The advisers team will be composed of following non-exhaustive profiles.

1. Hull trade technician
2. Hull welders and preheaters
3. Hull dimensional inspector
4. Hull NDT inspector
5. Paint trade technician
6. Mechanical on board machining technician
7. Mechanical outfitter technician
8. Electrical outfitter technician
9. Light Structure specialist
10. Propulsion specialist
11. Combat System specialist
12. PMS specialist
13. Quality technician
14. Lifting & Shifting of Equipment Specialist

**2.2.1.3 Advising during Jumboisation operation**

Advising activities during this phase will focus on unprecedented operations for Kalvari-class submarines.

The advising scope is planned as follows:

- a) Preparation of the submarine in the cutting area, including protection and dismounting of relevant equipment.
- b) Hull cutting operation.
- c) Spacing of sections according to the procedure and specific tools defined in this SOW.
- d) Presentation and alignment of sections with the AIP plug section



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- e) Junctions welding operation.
- f) Final outfitting including splicing/joining of all pipes, ventilation ducts, cables and reassembly of previously dismantled equipment.

For some critical operations such as hull cutting and sections joining shall be done in an “On the Job Training” mode, meaning that Naval Group experts will carry out all or part of these operations with the aim of training MDL’s staff.

Total duration involving those advising activities will not exceed ten (10) months.

The advisers will be composed of following non-exhaustive profiles

- 1. Hull trade technician
- 2. Hull welders and preheaters
- 3. Hull dimensional inspector
- 4. Hull NDT inspector

**2.2.1.4 Overseeing**

Being a Design Authority (DA) of the whole warship, Naval group shall depute qualified and experienced group called Overseeing Team (OT), distinct from the Advising Team, in areas impacting safety, security, compliance with TDP requirements in relation to the below specified performances.

The Overseeing will be organized through a team of one (1) or more permanent experts located in MDL premise and will be supported by Hull and Diving Safety French experts, attending different key period of Jumboisation, through missions & overseeing the process of AIP plug manufacturing and integration in relation to the responsibility of Naval Group in terms of performance as defined in letter 19-DCI-1AP-0049-P dated 14-07-2021 & MOM dated 01.10.2021 during the performance of the following activities:

- a) Manufacturing., Installation, Outfitting & Integration of AIP Plug
- b) Lifting, shifting & embarkation of EM cradles & Lox tank into AIP section.
- c) Degutting & Cutting of submarine section & Joining of AIP Plug into the submarine.
- d) SATs and HATs.

Overseeing team shall identify the defects/deviations and shall communicate to MDL for their rectification through proper documentation.

The cumulated presence of the Overseeing Team provided by Naval Group to fulfil its contractual obligation shall not exceed forty-four (44) months.

The overseeing staff will be composed of following non-exhaustive profiles:

- 1 Hull Specialist Engineer.
- 2 Diving Safety Manager.
- 3 Quality Inspectors.

**2.3 Work certification plan against Milestone for Advising & Overseeing**

S . N o	Milestone	% of work Completion	Tentative completion date
1	Commencement of Steel cutting	5	T0+6
2	Hull fabrication of AIP Plug (section-2C).	5	T0+12
3	EM & LOx embarkation into AIP Plug	7	T0+20
4	Degutting & Cutting of Submarine	7	T0+25
5	AIP plug installation & hull welding	10	T0+30
6	AIP plug integration with systems	25	T0+38
7	STW & HATs of AIP SM	21	T0+40
8	SATs of AIP SM	20	T0+44

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Annex-B

**COMMERCIAL TERMS & CONDITIONS**

**DEFINITIONS**

The following words and expressions shall have the meanings as hereinafter defined unless the context requires otherwise:

**Annex (es):** Shall mean any annexes of this tender as enumerated in Article [Annexes] of this Tender.

**Article:** Shall mean any article of this tender or partial article with or without separate marginal number, as referred to anywhere in the wording of this tender and / or its Annexes.

**Certificate:** Shall mean as the case may be, End-User Certificate, Ready for Shipment Certificate, Certificate of Receipt of Consignment, Certificate of Conformity, Certificate of Warranty, ...in the form set out in Annexes.

**Contract/Purchase Order:** Shall mean the agreement to be finalized and concluded for supply of items under the scope of this tender and all amendments.

**Day:** Shall mean a period of twenty-four (24) consecutive hours beginning at zero hour local time on any calendar day and ending at twenty-four (24) hours local time before the beginning of the next following calendar day, and shall be designated according to the designation used in the Gregorian calendar.

**Deliverable Item(s):** hereinafter referred as "Items" shall mean, the spares and associated documentation ordered by the Buyer and as defined in the Scope of Supplies.

**Effective Date (EDC):** Shall mean the effective date of this Contract as defined in Article [Effective Date of Contract].

**EURIBOR:** Shall mean the Euro Inter Banking Offered Rate, as reported by Reuters Monitor Money Rate at 11:00 GMT on the respective date.

**End-User:** Shall mean the Indian Navy.

**INCOTERMS:** Shall mean the International Rules for the interpretation of trade terms, published by the International Chamber of Commerce, edition 2020 as amended from time to time. **Information :** Shall mean any proprietary information or data disclosed by either Party to the other, pursuant to this Contract either in writing or orally, subject to the conditions set forth in Article [Secrecy, Confidentiality of Information] and including without limitation any written or printed documents, drawings, samples, in a form of soft or hard version, models or any means of disclosing such Information that the Seller or his subcontractors and the Buyer may elect to use during the life of their Contract, and which is designated as proprietary by the disclosing Party by an appropriate stamp, legend or any other notice in writing, or when disclosed orally, has been identified as proprietary at the time of disclosure and has been, thirty (30) days at the latest, confirmed and designated in writing as proprietary information of the disclosing Party.

**Month:** Shall mean a period starting on one day in a calendar month and ending on the numerically corresponding day in the next calendar month or the calendar month in which it is to end, except that :

- (i) if the numerically corresponding day is not a business day, the period will end on the next business day in that month (if there is one) or the preceding business day (if there is not); and
- (ii) if there is no numerically corresponding day in that month, that period will end on the last business day in that month.

**ABBREVIATIONS**

The following words and abbreviations shall have the meanings hereinafter defined unless the context requires otherwise:

**COC:** Certificate of Conformity

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**EDC:** Effective Date of Contract

**LDs:** Liquidated damages

**SOW:** Statement of Work

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**1. ARTICLE 1 - INTRODUCTION**

<b>1.1.</b>	<b>Validity Period:</b> Bids / Offers shall have the validity period of <b>180 Days</b> from the tender closing date. A bid valid for a shorter period will be liable for rejection.
<b>1.2.</b>	<p><b>Integrity Pact:</b>  The Integrity Pact essentially envisages the agreement between prospective vendors/bidders and MDL committing the person/officials of both the parties not to exercise any corrupt influence on any aspect of the contract. Only those vendors/bidders who enter into such an integrity pact with the MDL would be competent to participate in the bid. Therefore, non-acceptance of integrity pact by the vendor/bidders shall be categorical rejection criteria.</p> <p>(i) The Bidder must accept and sign the "Integrity Pact" attached as <b>Annex-L</b></p> <p>(ii) Details of Independent External Monitor (IEMs) are as below:  1. Mr. M N Krishnamurthy Email id: <a href="mailto:krishnamurthymn19@gmail.com">krishnamurthymn19@gmail.com</a>  2. Mr. P V Rao Email id: <a href="mailto:pasupuletirao@yahoo.co.in">pasupuletirao@yahoo.co.in</a></p> <p>(iii) IEM may be contacted for issues related to Integrity Pact (IP). For any other administrative enquiries and clarification on tender, bidders may contact Commercial Dealing Executive."</p> <p>(iv) Each page of Integrity pact shall be duly signed by the bidder. Non submission of Integrity pact by the bidders duly signed on each page along with bid shall be liable for rejection.</p>
<b>1.3.</b>	<p><b>Submission of offer in Two Bid System:</b>  Offer must be uploaded on E-PROCUREMENT portal and scanned copies of the below mentioned documents to be attached.</p> <p><b>i.</b> Acceptance on clauses of Tender Enquiry (TEF) in the Prescribed Formats at <b>Annex-N</b> duly stamped, signed &amp; filled 'Accepted OR Not Accepted' as applicable for each of the clause.</p> <p><b>ii.</b> Extract of official secret Act 1923 (Annex-M) duly signed, stamped with company seal and submitted along with the offer as a token of acceptance of the terms &amp; conditions by the bidders..</p> <p><b>iii.</b> Deviation Sheet in the prescribed format as per Annex-O in case of any deviations or no deviation from Terms, Conditions &amp; Technical requirements specified in the Tender Enquiry,</p> <p><b>iv.</b> PRICES (Rate Sheet) for items quoted strictly in the prescribed format provided with the e-tender at Annex-Q.</p> <p><b>v.</b> Compliance Certificate w.r.t Land Border Clause as per Annex-R. (Order (Public Procurement No.4) dtd 23 Feb 2023 on Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017.</p> <p><b>vi.</b> Shelf life details as per Annex-P.</p> <p><b>vii.</b> Preservation and De-preservation procedure, if applicable</p>
<b>1.4.</b>	<p><b>Deviations:</b>  It will be our endeavour to receive bidder's complete offer with acceptance of all the Terms of this tender enquiry without deviations on or before the tender due date &amp; time.  The bidder hereby further confirms that only those deviations which could not be avoided at the time of submission of the offer, have been recorded on a Prescribed format of Deviation sheet (Annex-O) indicating all relevant details such as Number &amp; description of the Clause, Reasons for Deviation and suggested alternative(s) and submitted in the offer and only these deviations thus recorded and submitted need to be considered by MDL for evaluation of the bid. Bidder (s) to also note that deviations taken by them, if any, but not appearing or listed in the Deviation sheet WILL NOT BE CONSIDERED BY MDL.</p>
<b>1.5.</b>	<b>Modifications to the Bids:</b> Bidders can modify bids before the tender closing date & time.

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	<p><b>Amendments to the Tender Enquiry:</b> At any time prior to the deadline for submission of bids, MDL for any reason whether at MDL's own initiative or in response to a clarification requested by prospective Bidder(s) may modify the Bidding Documents by amendment. In order to afford prospective Bidder a reasonable time in which to take the amendment into account in preparing the bids, the MDL may, at its discretion, extend the deadline for the submission of bids. For this reason, interested and prospective bidders are advised to regularly visit the specified website of MDL tenders <b>until closing date of the tender.</b></p>
1.6.	<p><b>Public Grievance Cell:</b> - A Public Grievance Cell headed Mr. R R Kumar (ED-Production) has been set up in the Company. Members of public having complaints or grievances are advised to contact him on Wednesday between 10.00 hours and 12.30 hours in his office MAZAGON DOCK SHIPBUILDERS LIMITED, Dock Yard Road, Mumbai, 400010, INDIA or send their complaints / grievances to him in writing for redressal. His Telephone No. is 022-2376 3512.</p>
1.7.	<p><b>Cancellation of Tender:</b> The Purchaser reserves the right to cancel/withdraw the tender in toto or part and or award the contract / order in full or part without assigning any reason whatsoever and without thereby incurring any liability to the affected Bidder or Bidders or any obligations to inform the affected Bidder or Bidders of the grounds for MDL action.</p>
1.8.	<p><b>Book Examination Clause:</b>  In case it is found to the satisfaction of MDL that the Supplier has engaged an Agent or paid commission or influenced any person to obtain the contract as described in clauses relating to Agents/Agency Commission and penalty for use of undue influence, the supplier, on a specific request of MDL shall provide necessary information/inspection of the relevant financial documents/information.  Access to Naval Group accounts/financial documents shall be subject to prior approval by the French authorities.</p>
2.	<p><b><u>ARTICLE 2 - CONTRACT PRICE, PAYMENT AND TAXES</u></b></p>
2.1.	<p><b>Price</b></p> <p>The Purchase Order Value/Contract Price used for accounting, invoicing and payments shall be as per prevailing economic conditions of PO date.</p> <p>(i) The prices shall be firm and fixed, and not subject to price variation during the currency of the contract;</p> <p>(ii) The prices shall be based on CIP/CIF INCOTERM.</p>
2.2.	<p><b>Currency and bank account</b></p> <p>The payments to be made to the Seller under the Contract will be in Euro currency (or any other currency to be proposed by bidder) in favour of the Seller. Bidder to submit the following bank details:</p> <p>Bank :  Address IBAN :  Bank Account No:  Swift code n° :</p>
2.3.	<p><b>Payment terms</b></p> <p>100% Payment of the Purchase Order Price shall be made through a documentary credit (L/C).</p>
2.3.1.	<p><b>Method of Payment for material SI No. 10 to 250 &amp; 280.</b></p> <p>The 100% of the Purchase Order Price shall be paid by means of an irrevocable documentary credit allowing partial shipment, partial deliveries and corresponding payments.</p>
2.3.2.	<p>This documentary credit shall be opened in favour of the Seller by State Bank of India or any other first class government owned Indian bank as per the format attached in <b>Annex-D</b>.</p> <p>The issuing bank shall directly advise the notifying bank of the opening of the documentary credit, such notifying bank shall notify the Seller of the opening of such documentary credit. The documentary credit shall be payable in France, at sight to the Seller, at the counters of the</p>

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	<p>notifying bank.</p> <p>This documentary credit will allow payment on presentation of following documents:</p> <ul style="list-style-type: none"> <li>i) One (1) original + one (1) copy of Commercial Invoice</li> <li>ii) One (1) copy of Certificate of Conformity</li> <li>iii) One (1) copy of Packing List,</li> <li>iv) One (1) copy of Certificate of Origin (Annex-I),</li> <li>v) One Original Bill of Lading or Airway Bill whichever applicable.</li> </ul> <p>The above documents shall be presented to the Seller's Bank within the LC validity.</p>												
<b>2.3.3.</b>	This documentary credit may be confirmed if requested by the Seller and at its own costs.												
<b>2.3.4.</b>	<p>Ready for shipment (RFS Annex-G) shall be submitted at least 15 days before CIP/CIF delivery date.</p> <p>This documentary credit shall be subject to the Uniform Customs and Practices for documentary credits of the International Chamber of Commerce (Document No. 600 latest revision).</p>												
<b>2.3.5.</b>	The initial amount available under this documentary credit shall be covering the payment due for the first twelve (12) months after the EDC.												
<b>2.3.6.</b>	This documentary credit shall be valid for an initial period of twelve (12) months and shall be increased and extended for a delivery of next twelve (12) months and so on till delivery of last deliverable item or any other date mutually agreed based on the delivery schedule, by way of amendment upon instructions from the Buyer to the issuing bank according to the amounts and schedule in order to allow corresponding drawings.												
<b>2.3.7.</b>	The Effective Date of Contract (EDC) shall be communicated to the issuing bank by the Buyer.												
<b>2.3.8.</b>	Any balance unutilized during a period shall be added to the amount of the increase in the next period.												
<b>2.3.9.</b>	The Buyer shall instruct the issuing bank to amend the documentary credit on the dates specified in the above table or as mutually agreed by the Seller and the Buyer and according to the model given in <b>Annex-D</b> .												
<b>2.3.10.</b>	No delivery of items shall be made by the Seller unless and until the documentary credit is amended allowing the Seller to draw the corresponding amounts. In this case the Buyer shall not make encashment of the bank guarantees mentioned in Article 2.6. Any cost generated by the resumption of the performance of the Purchase Order shall be borne by the Buyer.												
<b>2.3.11.</b>	Should any available due balance being not drawn during the last period, the validity of the documentary credit shall be extended for an additional period to be agreed upon between the Buyer and the Seller to allow complete utilization of said outstanding due balance.												
<b>2.3.12.</b>	Documents related to CIP / CIF deliveries shall be presented within 32 days after the shipment date and documents related to FCA deliveries shall be presented within 21 days after the shipment date. Nevertheless, documents related to CIP/CIF deliveries and presented more than 32/21 days after the shipment date but within validity of the documentary credit shall be accepted following buyer's approval.												
<b>2.3.13.</b>	<p>The Seller shall be entitled to anticipate deliveries and claim for related balance payment accordingly after Buyer's approval. In such case, the Seller shall be entitled to request documentary credit enhancement accordingly and the Buyer shall have to proceed it.</p> <p>Partial shipment allowed, partial delivery allowed, partial payment allowed.</p>												
<b>2.4.</b>	<b>Method of Payment for Services of Tender SI No. 290 to 320.</b>												
<b>2.4.1.</b>	<p><b>Method of Payment towards Advising and Overseeing – Tender S.No 290:</b></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 15%;">TENDER SL.NO.</th> <th style="width: 65%;">SHORT TEXT</th> <th style="width: 20%;">QUANTITY</th> </tr> </thead> <tbody> <tr> <td>00290</td> <td>ADVISING AND OVERSEEING</td> <td style="text-align: center;">1</td> </tr> <tr> <td>00290-10</td> <td>ADVISING</td> <td style="text-align: center;">1</td> </tr> <tr> <td>00290-20</td> <td>OVERSEEING</td> <td style="text-align: center;">1</td> </tr> </tbody> </table> <p>Payment for Advising and Overseeing activity (Sno. 290) will be done against activity wise</p>	TENDER SL.NO.	SHORT TEXT	QUANTITY	00290	ADVISING AND OVERSEEING	1	00290-10	ADVISING	1	00290-20	OVERSEEING	1
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	<p>through Bank transfer. after producing below documents.</p> <ol style="list-style-type: none"> <li>1) One original and two copies of commercial invoice signed by seller</li> <li>2) Work completion certificate for each activity mentioned as Work certification plan against Milestone for Advising &amp; Overseeing mentioned in scope of services.</li> </ol> <p>Activity schedule is mentioned in Scope of Work for Services at para 2.3 - <b>Work certification plan against Milestone for Advising &amp; Overseeing</b></p>																																													
<p><b>2.4.2.</b></p>	<p><b>Method of Payment towards Training of Tender SI No. 300 to 320.</b></p> <table border="1" data-bbox="367 499 1323 1199"> <thead> <tr> <th>TENDER SL.NO.</th> <th>SHORT TEXT</th> <th>QUAN TITY</th> </tr> </thead> <tbody> <tr> <td>00300</td> <td>TRAINING ON PRODUCTION ENGINEERING</td> <td>1</td> </tr> <tr> <td>00300-10</td> <td>PRODUCTION ENGINEERING-COMMON PATH</td> <td>08</td> </tr> <tr> <td>00300-20</td> <td>PRODUCTION ENGINEERING – HULL</td> <td>10</td> </tr> <tr> <td>00300-30</td> <td>PRODUCTION ENGINEERING – MECHANICAL</td> <td>10</td> </tr> <tr> <td>00300-40</td> <td>PRODUCTION ENGINEERING - PIPING - HVAC</td> <td>09</td> </tr> <tr> <td>00300-50</td> <td>PRODUCTION ENGINEERING – ELECTRICITY</td> <td>09</td> </tr> <tr> <td>00300-60</td> <td>PRODUCTION ENGINEERING - LIGHT MATERIALS</td> <td>09</td> </tr> <tr> <td>00310</td> <td>PRODUCTION REFRESHING TRAINING</td> <td>1</td> </tr> <tr> <td>00310-10</td> <td>WELDERS QUALIFICATION</td> <td>75</td> </tr> <tr> <td>00310-20</td> <td>PREHEATING</td> <td>12.5</td> </tr> <tr> <td>00310-30</td> <td>DIMENSIONAL CHECKS OF PRESSURE HULL</td> <td>13.5</td> </tr> <tr> <td>00310-40</td> <td>NON DESTRUCTIVES TESTS</td> <td>13.5</td> </tr> <tr> <td>00320</td> <td>TRAINING ON PLATFORM MANAGEMENT SYSTEM CHANGES</td> <td>1</td> </tr> <tr> <td>00320-10</td> <td>TRAINING ON PLATFORM MANAGEMENT SYSTEM CHANGES</td> <td>10</td> </tr> </tbody> </table> <p>Payment will be done as per the above table for Training (Tender SI. No. 300 to 320) through Bank transfer after producing below documents.</p> <ol style="list-style-type: none"> <li>1) One original and two copies of commercial invoice signed by seller</li> <li>2) Training completion certificate for each activity mentioned in above table</li> </ol>	TENDER SL.NO.	SHORT TEXT	QUAN TITY	00300	TRAINING ON PRODUCTION ENGINEERING	1	00300-10	PRODUCTION ENGINEERING-COMMON PATH	08	00300-20	PRODUCTION ENGINEERING – HULL	10	00300-30	PRODUCTION ENGINEERING – MECHANICAL	10	00300-40	PRODUCTION ENGINEERING - PIPING - HVAC	09	00300-50	PRODUCTION ENGINEERING – ELECTRICITY	09	00300-60	PRODUCTION ENGINEERING - LIGHT MATERIALS	09	00310	PRODUCTION REFRESHING TRAINING	1	00310-10	WELDERS QUALIFICATION	75	00310-20	PREHEATING	12.5	00310-30	DIMENSIONAL CHECKS OF PRESSURE HULL	13.5	00310-40	NON DESTRUCTIVES TESTS	13.5	00320	TRAINING ON PLATFORM MANAGEMENT SYSTEM CHANGES	1	00320-10	TRAINING ON PLATFORM MANAGEMENT SYSTEM CHANGES	10
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<p><b>2.5.</b></p>	<p><b>Bank fees</b></p> <p>All bank fees / bank charges / bank commissions or any other expenses incurred in India shall be borne by the Buyer.</p> <p>All bank fees / bank charges / bank commissions or any other expenses incurred outside India shall be borne by the Seller.</p> <p>All bank fees / bank charges / bank commissions incurred by subsidiaries of Buyer's bank worldwide shall not be borne by the Seller. All bank fees / bank charges / bank commissions incurred by subsidiaries of Seller's bank worldwide shall not be borne by the Buyer.</p> <p>All bank fees / bank charges / bank commissions related to confirmation charges in connection with this documentary credit shall be borne by the Seller.</p> <p>All bank fees / bank charges / bank commissions incurred and payable in India for extension of documentary credit shall be borne by the Seller, provided such extension is due solely to the Seller's delay in the performance of the Purchase Order. Any cost generated for extension of the</p>																																													

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	documentary credit due to the Buyer shall be borne by the Buyer.
<b>2.6.</b>	<b>Performance and Warranty Bank Guarantee</b>
<b>2.6.1.</b>	<p>The Seller shall provide a performance and warranty bank guarantee for an amount of 5% (Five percent) of the Purchase Order price. This performance and warranty bank guarantee shall be issued on account of the Seller in the form set out in <b>Annex-C</b> by a reputed first class international bank or first class French bank having a branch or a subsidiary in India, which shall notify such performance and warranty bank guarantee to the Buyer. The performance and warranty bank guarantee shall be issued within 25 days from the Effective date of contract (EDC).</p> <p>After date of validity, it shall be null and void unless extended by mutual agreement before one month of its expiry if required.</p> <p>Liability under this Bank Guarantee will arise only if supplier / Bank receives a claim or demand in writing in accordance with the terms of this Bank Guarantee, from Mazagon Dock Shipbuilders Limited on or before (XX/XX/XXX) (date of validity + 1 year claim period).</p>
<b>2.6.2.</b>	<p><b>Encashment of the Bank Guarantee (s) during force majeure</b></p> <p>During the period of force majeure claimed by the Seller as per Article 8 the Buyer shall not make encashment of the Bank Guarantee (s).</p>
<b>2.6.3.</b>	<p><b>Encashment of the Bank Guarantee (s) pending arbitration</b></p> <p>In the event of any dispute, disagreement between the Parties in connection with the purchase order pending arbitration as per Article 12 of the purchase order, as notified in writing by one Party to the other, the Buyer shall not make encashment of the performance bank guarantee till the delivery of award by the arbitration tribunal. <b>However, stage payment bank guarantee, if any may be encashed pending any decision concerning arbitration.</b> In the case of warranty bank guarantee, the Buyer may encash an amount to the extent of 5% (Five percent) of the Purchase Order price of the item that has failed during the warranty period and where it is not possible for the Seller to remedy the defect within the specified warranty period of Eighteen (18) months as indicated in Article 6.6, pending any decision concerning arbitration.</p>
<b>2.7.</b>	<p><b>Late Payments</b></p> <p>In the event any amount due to the Seller by the Buyer under the Purchase Order is paid late by more than 45 (forty five) calendar days from its relevant due date, for reasons not due to the Seller and / or for reasons other than excusable delays as defined in Article 8 (Force Majeure), the Seller shall have the right to claim interest at the rate of EURIBOR One month + Two percent (2 %) per annum, applicable on the due date of payment, computed from the 46th (forty sixth) calendar day from the relevant due date until the day of actual receipt of complete payment.</p> <p>Such interest shall be paid by the Buyer to the Seller within 60 (sixty) calendar days of receipt of a demand from the Seller, provided the delay in payment is not exclusively due to the Seller or not under dispute. In this latter event, the payment of interest shall be paid by the Buyer following the award of the arbitration tribunal as per Article 12 (Law &amp; Dispute) hereafter.</p>
<b>2.8.</b>	<p><b>Payment Obligation</b></p> <p>The payment obligation of the Buyer to the Seller shall remain unaltered despite the issuance of the documentary credits. Should the issuing bank be in default under any payment provision of the documentary credits, then the Seller shall keep the right to claim such payment directly from the Buyer.</p>
<b>3.</b>	<b><u>ARTICLE 3 - TAXES</u></b>
	<p>The Price shall be calculated and expressed exclusive of any tax howsoever on Seller and its subcontractors either under reverse charge, direct charge or jointly (including all indirect taxes such as GST or any other applicable indirect tax.</p> <p>All taxes, duties, levies, fees of any kind whatsoever and any taxes thereon, and penalties in</p>



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	<p>connection therewith and any other similar charges, levied by any government and/or other agencies, other than the government of India or the government of any State of India or any authority other than any Indian authority, under any legislation existing or future, in respect of the Purchase Order or implementation thereof or any part thereof (hereinafter collectively referred to as “Foreign taxes”), shall be borne and paid directly by Seller. Seller shall indemnify and keep harmless the Buyer against any claim on account of Foreign Taxes demanded from or paid by the Buyer. This, however, shall not apply to personal income tax payable in Europe.</p> <p>All taxes, duties, levies, fees of any kind whatsoever and any taxes thereon including withholding tax, interests and penalties in connection therewith and any other similar charges, levied by Government of India or the Government of any State of India or any Indian authority or other agencies on Seller or its subcontractors in India, under any legislation existing or future, in respect of any income accruing or arising to or pursuant to the transactions undertaken by Seller or its subcontractors under the Purchase Order or any implementation thereof or any indirect tax on any transaction or any part thereof, including taxes, duties, GST, custom duties, levies, fees of any kind (hereinafter collectively referred to as “Indian taxes”) shall be borne and paid directly by the Buyer. The Buyer shall indemnify and keep harmless Seller and its subcontractors and/or assignees against any claim on account of Indian taxes or levies demanded from or paid by Seller or its subcontractors. This, however, shall not apply to personal income tax payable in India.</p> <p>If at any time the Buyer is required by law to make any deduction or withholding from any payment due to Seller and/or its subcontractors, and/or its assignees, under the Purchase Order, the sum due from the Buyer in respect of such payment shall be increased to the extent necessary to ensure that, after the making of such deduction or withholding, Seller and/or its subcontractors, and/or its assignees, receive(s) a net sum equal to the sum which it (they) would have received, had no such deduction or withholding been required to be made.</p> <p>In addition, the Buyer shall also provide to the Seller, at request, the documents and relevant information relating to the payment of tax to the tax authorities.</p>
4.	<p style="text-align: center;"><b><u>ARTICLE 4 – DELIVERY / CONSIGNEE</u></b></p> <p>All the shipping documents should clearly indicate the Purchase Order number, Letter of Credit number, IEC code 0388070412, and IMPORT UNDER NON-NEGATIVE LIST OF FOREIGN TRADE POLICY 2015-2020.</p> <p>The Buyer nominated Shipping agent is referred in the” Shipping Instructions” (<b>Annex-K</b>)</p> <p>In case of change of Shipping Agent, the Buyer shall inform by written notice to the Seller the name of the new shipping agent two (2) months before any delivery that is due.</p>
4.1.	<p><b>CIP/CIF delivery</b></p> <p>The Items shall be suitably and sea worthily / air worthily packed for CIP/CIF delivery as per INCOTERMS 2020.</p> <p>The Seller shall notify in writing to MDL the "Ready for Shipment Certificate" (as per <b>Annex-K</b>).</p> <p>The Items, then shall be delivered by the Seller on CIP/CIF, to a French seaport/airport as per INCOTERMS 2020.</p>
4.2.	BLANK
4.3.	<b>Schedule of delivery</b>
	<p>Any change in the schedule of delivery shall be mutually agreed in writing followed by Purchase Order amendment as applicable.</p> <p>The Seller shall make its best endeavours to have the Items delivered before the contractual dates.</p> <p>In case of early delivery, the corresponding payments shall also be made earlier than the planned Payment Plan i.e. corresponding payments shall be made at the dates of the actual deliveries.</p> <p>The Seller shall focus more specifically on urgent needs which may be identified and agreed</p>

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	upon between the Parties.
<b>4.4.</b>	<b>Transfer of Suppliers / Contractor's Rights (Applicable for Goods and Services):</b>
	The Bidder / Supplier / Contractor shall not either wholly or partly sell, transfer, assign or otherwise dispose of the rights, liabilities and obligations under the contract between him and the Purchaser without prior consent of the Purchaser in writing.
<b>4.5.</b>	<b>Partial shipments and partial deliveries</b>
	Any Item belonging to any of the spares included the Purchase Order may be shipped or delivered partially. In case of partial shipment or partial deliveries, the Items shall be invoiced separately based on the price provided in the price breakdown as per Purchase Order.
<b>5.</b>	<b><u>ARTICLE 5 - LIQUIDATED DAMAGES</u></b>
<b>5.1.</b>	Time is an essence of the Purchase Order. Therefore, the Items, as ordered, should be delivered on the dates mutually agreed upon in accordance with the delivery schedule. Delay in impacting services / training on mutually agreed date during execution of the project will attract applicability of LD  If the Seller fails to meet the CIP / CIF delivery date of any item in accordance with the Purchase Order, within the time stipulated by the Purchase Order or any extension of such time granted by the Buyer, the Seller shall pay by SWIFT to the Buyer, liquidated damages, at the rate of zero point five per cent (0.5%) per complete Month or part thereof of delay for which the Seller is solely responsible, on the value of such delayed item up to a maximum of five per cent (5%) of the value of such delayed item.
<b>5.2.</b>	No liquidated damages shall be payable by the Seller for delay(s) in delivery not exceeding a thirty (30) days period. Should any delay(s) in delivery exceed such thirty (30) days period, the liquidated damages shall be computed from the thirty first (31st) day of delay.
<b>5.3.</b>	The Seller shall not be liable under this Article if the delays in the delivery are not solely due to the Seller's failure or if such failure is due to the occurrence of force majeure as defined in Article 8 (Force Majeure). In such event, the Seller shall produce reasonable evidence that the delay in the delivery is not solely due to the Seller's failure.
<b>5.4.</b>	The payment of LDs shall be treated as a genuine pre estimate of damages and shall be in full and final settlement of the Seller's liability for any delay in performance of the Contract. The Buyer shall not be entitled to claim any compensation or remedy other than the liquidated damages in relation with such delay. LDs shall not be set off against any payment owed to the Seller under the Contract or any other contract or purchase order.
<b>5.5.</b>	The Buyer shall be entitled to claim for the payment of such liquidated damages, within a period of eight (8) Months after the delivery of the delayed item. After expiry of such period, the Buyer shall not be entitled to claim such liquidated damages.
<b>5.6.</b>	The value of the delayed item/ services / training for computation of liquidated damages under this Article shall be as indicated in the accompanying invoice payable by SWIFT within sixty (60) days.
<b>5.7.</b>	<del>Date on BOL shall be considered as the delivery date and for levy of LD.</del>
<b>6.</b>	<b><u>ARTICLE 6 – WARRANTY</u></b>
<b>6.1.</b>	<b>Duration of warranty</b>
	<b>Tender Sl. No. 10 to 250 &amp; 280 shall be guaranteed for a period of 24 months from the date of delivery to MDL.</b>  The Seller shall produce a Certificate of Warranty as per form attached in <b>Annex-F</b> within

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	<p>twenty-one (21) days from date of Bill of Lading/ Airway Bill.</p> <p>During such period the Seller shall be liable for each defect of the Item(s) concerned, caused by faulty design, material, workmanship and / or improper / faulty packing, provided that the Buyer or the End User has complied with any instruction issued by the Seller with respect to handling, transportation, storage, installation, operation and maintenance.</p>
<b>6.2.</b>	<b>Exclusion of the warranty</b>
	<p>Software, shelf life items and consumables are not covered by the warranty. This warranty shall apply only in as much as the items have been transported, stored, handled, installed, used and maintained in compliance with the Seller's instructions, provided the said items have been used and stored under normal operating conditions. This warranty shall not apply to:</p> <p>(i) modifications made to any item without the Seller's prior written consent,</p> <p>(ii) fire, flooding and other accident,</p> <p>(iii) fair wear and tear,</p> <p>(iv) combat damage,</p> <p>(v) direct or indirect damage caused by wrong operation (including for training or tests), disassembly and re-assembly inside and outside the Items or the fraudulent opening by unqualified personnel,</p> <p>(vi) the negligence or lack of skillfulness from Buyer's and end user's personnel,</p> <p>(vii) damage due to transportation, improper store or installation or use, or non-compliance with the Seller's instructions and/or the Seller's preservation procedure and/or normal operating instructions.</p>
<b>6.3.</b>	<b>Warranty claim procedure</b>
	<p>The warranty shall be limited to the replacement or the repair by the Seller of the item found defective and can only be called on under strict observance of the warranty claim procedure as defined in this Article.</p>
<b>6.4.</b>	<b>Call for warranty and notice of defect</b>
	<p>The Buyer is liable to prove the defect for any claim lodged by him.</p> <p>During the above mentioned warranty period, upon knowledge of the defect the Buyer shall deliver a warranty claim to the Seller as per the form attached in <b>Annex-J</b> for any defect, for which claims are intended to be lodged by him.</p> <p>This warranty claim shall be delivered within thirty (30) days warranty period and upon discovery of said defect in writing and/or fax and/or email giving technical detailed explanation of the defect complained of, and attaching duly filled related defect report.</p> <p>In case such information is not given by the Buyer within max of thirty (30) days and upon knowledge of the defect, the Buyer cannot lodge any claim for the defect concerned and the warranty shall be excluded.</p> <p>Upon receipt of the warranty claim, the defective item shall be immediately made available to the Seller in order to inspect the defective item.</p> <p>At his option and as mentioned at Article 6.6, the Seller can send his representatives or any experts of his choice with all appropriate tools to inspect the defect and its date of occurrence and to enquire into its cause which, however, shall not discharge the Buyer from his liability to prove the defect.</p>
<b>6.5.</b>	<b>Admissibility of the warranty claim</b>
	<p>The admissibility of the warranty claim and the coverage of the defect by the warranty shall be pronounced by the Seller provided that the conditions of Articles 6.1, 6.2 and 6.4 have been met.</p> <p>In such case, the Seller shall repair or replace any item or part of the item which is proved defective at his cost (including transportation, replacement, repair, experts' charges...).</p> <p>In any other cases (claim not covered by this warranty), the warranty claim of the Buyer shall</p>

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	be cancelled and the Buyer shall bear the costs for the repair or replacement of the defective item including the costs induced by the Seller's experts intervention.
<b>6.6.</b>	<b>Remedy of the defect</b>
	<p>In case of defect of items for which warranty is applicable as per above Article 6.5 the defective item shall be, at the Seller's option, either repaired or replaced in the Buyer's or Seller's premises.</p> <p>If such defect could be repaired in India, the Buyer/ End user shall facilitate the Seller's access to its premises.</p> <p>If such defect could be repaired outside of India, transportation of defective item shall be seller responsibility</p> <p>Repaired or replaced items shall be entitled to the initial warranty end date supplemented with the duration of the unavailability period of the items.</p> <p>When required and upon mutual agreement between End User/ Buyer and Seller, the Seller shall do its best to remedy defects.</p> <p>The rights and remedies provided in this Article 6 are exclusive and constitute the sole remedies.</p> <p>Any terms and conditions as to warranty that may be implied by law or otherwise as to the quality or fitness for any particular purpose are excluded. Any further claim relating to any defect, especially those for indirect, contingent or consequential damages are not included in the ambit of this Article 6.</p>
<b>7.</b>	<b><u>ARTICLE 7 - INSPECTION</u></b>
	<p>All Items shall be subject to the Seller's own Quality Control Checks and a Certificate of Conformity as per format attached in Annex G hereto shall be supplied to the Buyer, duly stamped by the Seller's Quality Assurance.</p> <p>Upon receipt of the Items by the Buyer, and at the latest three (3) days after receipt of the Items, the packages shall be checked in presence of the Seller's representatives in order to verify that no Item is missing in such packages according to the packing list.</p> <p>Opening of packages if essentially needed has to be done only upon approval of the Seller.</p> <p>In case the Seller's representatives cannot attend to checking of the packages within a period three (3) days after notification from the Buyer, the Buyer shall proceed for receipt inspection and issue the Certificate of receipt of consignment. Such Certificate shall be considered valid.</p> <p>The Certificate of receipt of consignment shall be sent by the Buyer to the Seller within (fifteen) 15 days after receipt of the Items.</p> <p>Should any Item be missing or damaged, and provided that it is not due to transportation/ storage/handling under Buyer responsibility, as found on receipt and opening of the packages, then the Seller shall rectify/replace such Item to the Buyer within shortest time possible against receipt of detailed receipt inspection report.</p>
<b>8.</b>	<b><u>ARTICLE 8 - FORCE MAJEURE</u></b>
<b>8.1.</b>	<b>Force majeure</b>
	<p>Should any force majeure circumstances arise, each of the Party so affected shall be excused for the non-fulfilment or for the delayed fulfilment of any of its contractual obligations, if such affected Party within twenty one (21) days of its occurrence informs the other Party in writing.</p> <p>Severe storm, fires, floods, natural disaster or other acts of God, epidemic, acts of war whether declared or not, civil commotion, strike, lock out, sabotage, explosion, quarantine restrictions, acts of Governments including not granting necessary approvals or revocation of such approvals, or any other such occurrences beyond the control of the Seller or of the Buyer, shall constitute force majeure events.</p> <p>It is understood and agreed between the Parties hereto that the rights and obligations of the Party so affected by force majeure shall be deemed to be in suspension during the continuance of the force majeure event as aforesaid and the same rights and obligations shall automatically</p>

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	<p>revive upon the cessation of the intervening force majeure event. The period within which the rights and obligations of the Parties shall be in suspension due to force majeure event shall not be considered as a delay with respect to the period of delivery and / or acceptance of the delivery under the Contract or otherwise to the detriment of either Party.</p>
<b>8.2.</b>	<b>Consequences</b>
	<p>Time for performance of the contractual obligation under a Purchase Order shall then be extended by a period as mutually agreed upon and as necessary to overcome the force majeure event.</p>
	<p>A Party claiming Force Majeure shall exercise reasonable diligence to seek to overcome the Force Majeure event and to mitigate the effect thereof on the performance of the obligations under the purchase order. However, if the delay caused by such an event continues beyond a period of Twelve (12) Months, from the occurrence of force majeure, the Parties shall discuss and find a solution to the problem. If no agreement can be reached within the next thirty (30) days, the non-affected Party shall have the right to terminate the item(s) or part of the Purchase Order affected by the force majeure event. Consequences of such termination shall be in accordance with Article 10.4.</p>
<b>9.</b>	<b><u>ARTICLE 9 - EXPORT LICENCE</u></b>
	<p>The signing and performance of the Purchase Order will be subject to the prior written approval of the French Government and granting of the necessary export licence for military goods and services.</p> <p>An End User and Non Transfer certificate as per format in Annex-H will have to be signed by the Buyer and/or the final End User certifying that the Buyer and/or the final End User will not sell, lend, deliver or transfer the goods/equipment of the Purchase Order under any form whatsoever without the prior written approval of the French Government (such certificate shall have to be issued in the form requested by the French Government).</p> <p>In addition, it should be noted that some items of foreign (non French) origin may be included in the Items. If such items are subject to foreign export control regulations, delivery of the Items including those items shall be subject to prior approval of the concerned Governmental Authorities and obtaining of the relevant export licences.</p> <p>If those approvals/exports licences are not granted by the concerned Governmental Authorities, including in case of denial, delay, revocation or suspension of said governmental authorisations or licences, this situation shall constitute a Force Majeure event for Seller and therefore Seller shall not incur any liability in this respect, in particular for late delivery of the concerned Items.</p>
<b>10.</b>	<b><u>ARTICLE 10 – TERMINATION</u></b>
<b>10.1.</b>	<b>Termination by the Buyer for delayed Items</b>
	<p>Following ninety (90) days prior written notice making reference to this Article remaining without effect, the Buyer shall be entitled to terminate part or whole of the Purchase Order relating to any delayed Items if the Seller delays the delivery of any such Items for more than twelve (12) Months from the time specified for performance thereof or any extension of such time, provided always that the Seller shall only be liable under this Article if those delays have been caused by the sole Seller's default without any occurrence of force majeure, and that such delays are not due to any act or omission on the part of the Buyer, its agent or subcontractors, or any third party whatsoever.</p>
<b>10.2.</b>	<b>Termination by the Buyer for Bankruptcy</b>
	<p>The Buyer shall be entitled to terminate the Purchase Order in the following events:</p> <p>(i) If the Seller shall at any time become bankrupt or shall have a receiving order or</p>

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	<p>administration order made against him, or shall make any composition or arrangement with or for the benefit of his creditors, or shall make any conveyance or assignment for the benefit of creditors.</p> <p>(ii) In the event that the Seller commit any act of bankruptcy or shall commence winding up by reason of insolvency or adjudicated as bankrupt or insolvent by any competent courts, judicial forum or shall make an assignment for the benefit of creditors, the Seller shall forthwith notify the Buyer, who shall have the right to terminate the Purchase Order wholly or in part.</p>
<b>10.3.</b>	<b>Suspension and termination by the Seller for non payment</b>
	<p>The Seller shall be allowed to suspend the delivery of any Items or documents of the Purchase Order without being considered in default or having to pay any liquidated damages in case the Seller does not receive on due time any payment under the Purchase Order following a ninety (90) Days prior written notice of suspension to the Buyer making reference to this Article. The Seller shall be also authorised to invoice the Buyer for late payment charges as per Article 2.7 in relation to such suspension.</p> <p>If the suspension lasts longer than a period of nine (9) Months from its beginning, and no mutually agreed solution is arrived at for the suspended delivery of Items or documents and the delay in late payment by the Buyer is not because of force majeure as defined in Article 8, then the Seller shall be entitled, following the sending of a thirty (30) Days prior written notice, to terminate the Purchase Order or part of the Purchase Order at mutually agreed cost.</p>
<b>10.4.</b>	<b>Consequence of Termination</b>
	<p>Following termination of the Purchase Order or part of it as per Article "Termination by the Buyer" above, the Seller shall refund to the Buyer by SWIFT the stage payment (if any) received and the amount of liquidated damages due (if any), within thirty (30) days from the receipt of the written termination notice, being acknowledged that the payment of any Items already delivered and accepted at the time of termination shall not be affected by such termination.</p> <p>Following termination of the Purchase Order for force majeure event as per Article "Force Majeure", the Seller shall be paid by the Buyer, within thirty (30) days from the receipt of the written termination notice, for all Items delivered and accepted up to the date of termination and for the cost of materials or goods ordered for the Items that have been delivered to the Seller or for which the Seller is legally liable to accept delivery (such materials or goods becoming the property of the Buyer upon any payment therefor by it) and the amount of any direct and justified losses or damages of the Seller allocable to the total value of work completed as of the date of termination.</p> <p>Following termination of the Purchase Order or part of it as per Article "Termination by the Buyer" above or following termination for force majeure event as per Article "Force Majeure", the Seller shall refund to the Buyer by SWIFT the corresponding percentage of all payments received by the Seller in relation with the terminated part of the Purchase Order within thirty (30) days from the receipt of the written termination notice.</p> <p>Following termination of the Purchase Order or part of it as per Article "Suspension or Termination by the Seller" above, the Buyer shall refund to the Seller by SWIFT (i) part of the purchase order price (as escalated) not paid and in relation with the delivered Items, plus interest, within thirty (30) calendar days from the receipt of the written termination notice, and (ii) all mutually agreed costs and expenses.</p>
<b>11.</b>	<b><u>ARTICLE 11 - NON REEXPORTATION</u></b>
<b>11.1.</b>	The Buyer hereby undertakes not to sell, transfer, lend or deliver to any third party except the Ministry of Defence of India, under any conditions whatsoever, with or without compensation, temporarily or permanently, any part or whole of the items subject of the Purchase Order, without the prior written agreement of the French Government.
<b>11.2.</b>	The Buyer shall sign and have the competent Indian Authorities to sign the End-User certificate as per format attached in <b>Annex-H</b> . The originals of the signed Certificates shall be handed over to the Seller at the signature of the Purchase Order or within thirty (30) days after the signature of Purchase Order at the latest.

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<b>12.</b>	<b><u>ARTICLE 12 – ARBITRATION AND JURISDICTION</u></b>
<b>12.1.</b>	<p>The purchase order shall be governed by law of India. All disputes arising out or in connection with the future Contract, if not solved amicably between the Parties, shall be finally settled under the Rules of conciliation and arbitration of the International Chamber of Commerce by three (3) arbitrators appointed in accordance with the said rules.</p> <p>The Arbitration shall take place in Geneva, Switzerland.</p> <p>The decision of the Arbitration shall be final, binding and enforceable on the Parties.</p> <p>The language of Arbitration shall be English.</p>
<b>13.</b>	<b><u>ARTICLE 13 - INTERPRETATION</u></b>
<b>13.1.</b>	The purchase order shall be governed by the laws of India.
<b>13.2.</b>	<p>In event of any conflict or discrepancy between the Articles of the Purchase Order and any Annexes to the purchase order, Articles of the purchase order shall prevail.</p> <p>The Purchase Order supersedes and cancels all prior representations, negotiations and commitments whether oral or written, and shall be considered as the entire agreement between the Parties with respect to its subject matter and there shall be no terms, obligations, convenient, representations, warranties, statements or conditions other than those contained herein.</p>
<b>13.3.</b>	Any amendment to the Purchase Order and its Annexes shall be in writing and signed by both Parties.
<b>13.4.</b>	The failure of either Party to enforce any provision of the Purchase Order shall not be considered as a waiver of such provision or of the right of such Party thereafter to enforce the same.
<b>14.</b>	<b><u>ARTICLE 14 - ASSIGNMENT</u></b>
	The Seller shall not either wholly or partly sell, transfer, assign or otherwise dispose of the rights, liabilities and obligations without prior information to the Buyer, of the Purchase Order. Notwithstanding the foregoing, the Buyer expressly accepts in advance any assignment, transfer or subcontract, in whole or in part of the purchase order to Seller's affiliate or joint venture registered in India.
<b>15.</b>	<b><u>ARTICLE 15 - EFFECTIVE DATE OF CONTRACT</u></b>
	<p>The Purchase Order shall become effective upon its signature by both Parties.</p> <p>The Commencing Date or T0 shall be upon the completion of the following conditions:</p> <ul style="list-style-type: none"> <li>i) Receipt by the Seller of the Letter of Credit as per <b>Annex-D</b>.</li> <li>ii) Obtaining the French government's export license as indicated in Article 9</li> <li>iii) Receipt of an End User and Non Transfer certificate duly signed in accordance with Article 11 and as per <b>Annex-H</b>.</li> </ul> <p>If any of the events listed above is not met within six (6) months from the date of signature of the Purchase Order, the Purchase Order may be declared null and void by the Seller, if delay is attributable to the Buyer.</p>
<b>16.</b>	<b><u>ARTICLE 16 - CONFIDENTIALITY OF INFORMATION</u></b>
	Any Information obtained, acquired during tendering, subsequent negotiations and performance of the Purchase Order, is not to be passed on to any third party by the Seller or his subcontractor(s), except on a need to know basis, in order to perform properly.
	Any Information obtained from the Seller or his subcontractor(s) during tendering, subsequent negotiations and performance of the Purchase Order is not to be passed on to any third party by the Buyer unless it is in fulfillment of the activities under the Purchase Order.
	Both Parties agree not to disclose to any third party, except as may be necessary, any Information supplied under the Tender, subsequent Negotiation and Purchase Order by the other Party except otherwise agreed mutually.

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	<p>Both Parties further agree to treat classified information passed on to them during tendering, subsequent negotiations and performance of the Purchase Order in accordance with the applicable corresponding national security regulations.</p>
	<p>Any Information which has to be made available by the receiving party to a third party during tendering, subsequent negotiations and performance of the Purchase Order, shall be submitted to such a third party with the same restrictions as included in this Article, and a non-disclosure obligation shall be agreed upon between the receiving Party and the third party.</p>
	<p>The requirement of this Article shall survive on termination or completion of the purchase order for a period of ten (10) Years from such termination or completion.</p>
	<p>For the purpose of this Article the End User and inspection authorities are not considered as “third party”.</p> <p>The Buyer shall assist the Seller on-site to treat restricted and classified information in accordance with the applicable national security regulations.</p>
<b>17.</b>	<b><u>ARTICLE 17 - INTELLECTUAL PROPERTY</u></b>
	<p>The Seller, and/or any of its third sub-suppliers, retain their respective ownership of all inventions, designs, processes specifications, plans drawings and other information related to the Items existing prior to, made or developed during the course of the purchase order and the Buyer shall not disclose to any third party any information resulting therefrom to in whatever form without the prior written consent of the Seller.</p> <p>The sale of the Items provided in the Purchase Order does not confer to the Buyer any other rights than the right of use Items for the sole purpose of maintaining its P75 submarine and does not grant in any way to the Buyer any right of reproduction of all or part of the Item, or any use of the rights related to the patent rights and/or intellectual property rights.</p> <p>Any such unauthorized use, copying, modification, disclosure or performance by any means whatsoever shall constitute infringement punishable by relevant criminal or civil law and, more generally, a breach of the Seller’s rights.</p> <p>The Buyer shall hold harmless the Seller for any claims made by a third party as consequences of unauthorized use by the Buyer of Items delivered by the Seller, including relevant intellectual property right infringement and the Buyer shall indemnify the Seller for all damages caused by the Buyer. This indemnification shall include any costs, expenses for legal advice and further legal costs as well as court fees (inter alia for civil law and penal law when applicable).</p> <p>The Seller shall hold harmless and keep the Buyer indemnified against any direct damages and costs awarded against the Buyer for infringement of any patent, copyright, registered design or registered trade mark granted or registered on the Effective Date of the Purchase Order in the country of origin of the respective Item, and resulting from the correct and agreed use or sale of the Item as per the purchase order, provided always that the indemnity shall not apply to any infringement which is due to the association or combination of the Item with other article, apparatus or device or to item made with any designs supplied by the Buyer.</p> <p>This indemnity is conditional on the Buyer giving to the Seller a written notice of any claim for infringement and permitting the Seller (at its own expense) to conduct on behalf of the Buyer, any litigation or negotiation in respect thereof. Such written notice shall be given within thirty (30) days from the date when the Buyer has been informed of such infringement.</p> <p>If as a result of any litigation or negotiation, the Item is held to constitute an infringement, or if in the light of any claim for infringement the Seller deems it advisable to do so, the Seller may either procure the right to continue the use of the same for the Buyer, or replace such infringing Items with non-infringing Items, or modify the same so as to become non infringing.</p> <p>The indemnity states the Seller’s entire liability for any patent, registered design or trade mark</p>



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	infringement.
<b>18.</b>	<b><u>ARTICLE 18 - COMMUNICATION</u></b>
	<p>Any letter, intimation or notice sent at the last known address agreed in the Purchase Order should be deemed to be valid communication for the purpose of the said Purchase Order. The language of communication shall be English.</p> <p>Bidder to submit Contact details (Name, telephone, Fax and E-mail id) of concerned executive in their offer.</p>
<b>19.</b>	<b><u>ARTICLE 19 - INSURANCE AND LIABILITY</u></b>
<b>19.1.</b>	<b>Insurance</b>
	<p>The Seller hereby represents that it maintains its General Liability Insurance in order to cover any liability incurred during the performance of or in connection with the Purchase Order.</p> <p>The Seller hereby represents that it maintains French Worker's Compensation Insurance and General Liability Insurance in order to cover any liability incurred during the performance of or in connection with the purchase order in respect of its employees.</p> <p>The Buyer hereby represents that it maintains Indian Worker's Compensation Insurance and General Liability Insurance in order to cover any liability incurred during the performance of or in connection with the purchase order in respect of its employees.</p> <p>However, it is expressly agreed by and between the Buyer, in one hand, and the Seller, on the other hand, that (i) in the event any of the Seller's employees suffers loss, injury or damage, in any manner whatsoever, during the course of execution of the work, at the Buyer's Yard, the loss and damage incurred on account thereof, shall be borne by the Seller, as the case may be, in conformity with the laws in force, and that (ii) in the event any of Buyer's employees suffers loss, injury and damage, in any manner whatsoever, during the course of execution of the work, at the Buyer's Yard, the loss and damage incurred on account thereof, shall be borne by the Buyer, as the case may be in conformity with the laws in force.</p>
<b>19.2.</b>	<b>Liability</b>
	In no event either the Seller or the Buyer shall be liable for any indirect or consequential damages.
	Notwithstanding any Article of the purchase order, claims for any material, indirect, incidental, consequential or remote damages, loss of profit, or loss of revenue are not permitted for both Parties.
	<p>Except for any claim that is the result of a Party's gross negligence or wilful misconduct, in no event shall either Party be liable to the other Party for anything other than direct damages, and neither Party shall be liable to the other Party for consequential, incidental, special (including multiple or punitive) or other indirect damages (including, but not limited to, lost revenues or lost profits) that are claimed to be incurred by the other Party whether such claim arises under the purchase order, tort (including strict liability), indemnity or other theory or law.</p> <p>The Seller shall not be liable for any damage, either direct or indirect, for loss arising that are result of or that are related to unauthorized or non-permitted use or/and modification of Items by the Buyer .</p> <p>Except for any delayed Items for which LD's are applicable under Article "Liquidated damages", shall apply in substitution of this article, it is expressly agreed that under no circumstances howsoever shall the Seller be held responsible under any and all provisions of the purchase order for a maximum cumulative amount exceeding ten per cent (10%) of the purchase order price by reason of any loss or damage, suffered by reason of any act or omission of the Seller or any of the Seller's employees, during the performance of the purchase order or as a consequence of any defective Item, whether for breach of Purchase Order, indemnity, negligence or breach of any duty imposed by law whatsoever, statutory or</p>

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	<p>otherwise.</p> <p>As a consequence of this limitation of liability, the Buyer shall indemnify and keep the Seller harmless against all costs and liability howsoever arising out of or from any claim or demand of any third party which would be in excess of the above-mentioned amount. Any express or implied conditions, statements or warranties whatsoever, statutory or otherwise, not stated in the purchase order are hereby excluded.</p> <p>It is expressly further agreed that to the extent permitted by law, this Article shall also be applicable for any of the Seller's employees, subcontractors or professional consultants whatsoever, acting through or in connection with the performance of the purchase order.</p> <p>Except otherwise specified by the purchase order, any notification, claim or complaint made under this Article shall be sent in writing and received by the Seller within fifteen (15) days of the occurrence of the event.</p>
20.	<b><u>ARTICLE 20 – INTERVENING EVENTS</u></b>
	<p>The Purchase Order Prices exclude the risks and consequences of any shortage, breakdown and/or rises in the cost of raw materials and/or key components, disruption of supply sources, state of emergency, any epidemic and their resurgence or any exceptional circumstances (hereinafter “Intervening Event”) that may be incurred by the Seller (or its subcontractor of any tier). The Seller shall be released from any liability in case the occurrence of such Intervening Event hinders the performance of any of its contractual obligations. An extension of time to perform the hindered obligations shall apply insofar such Intervening Event affects or is likely to affect the Seller's ability to meet a contractual deadline or milestone. The Seller shall be indemnified by the Buyer from its duly substantiated extra expenses insofar such Intervening Event renders or is likely to render performance of its obligations more onerous.</p>
21.	<b><u>ARTICLE 21- GENERAL PROVISION</u></b>
21.1.	<b><u>Immunity to Government of India</u></b>
	<p>For the avoidance of doubt, it is expressly understood and agreed by and between the Parties that Mazagon Dock Shipbuilders Limited, Dockyard Road, Mumbai - 400 010 (MDL) is entering into this Agreement solely on its own behalf as an independent legal entity with power and authority to do so and not on the behalf of any person or entity. In particular, it is expressly understood and agreed that the Government of India is not a party to this Agreement.</p> <p>The Seller expressly agrees, acknowledges and understands that MDL is not an agent, representative or delegate of the Government of India. It is further understood and agreed, that to the extent permitted by law the Government of India is not and shall not be liable for any acts, omissions and commissions, breaches or other wrongs arising out of the performance of the Purchase Order/ Contract. Accordingly, (Bidder / Supplier / Contractor) hereby expressly waives, releases and foregoes any and all actions or claims, including cross claims, impleader claims or counter claims against the Government of India arising out of this contract and covenants not to sue Government of India in any manner, claim, cause of action or thing whatsoever arising of or under the purchase order/Contract.</p> <p>As a consequence of the above provisions and notwithstanding any exclusion of liability or any other provision of the purchase order/Contract, MDL shall indemnify and hold Seller, its officers, employees and subcontractors harmless against and from all claims, damages, losses and expenses (including reasonable legal fees and expenses) resulting from any acts, omissions and commissions, breaches or other wrongs of the Indian Navy occasioned in connection with the performance of the Purchase Order/Contract.</p>

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<b>21.2.</b>	<p><b>Demurrage</b></p> <p>Storage and Demurrage charges will be borne by the Buyer.</p> <p>In case such charges are directly due to improper presentation of documents to bank through Letter of Credit by the Seller, then the charges shall be borne by the Seller, for any document issued by the Seller only (except AWB/BOL).</p> <p>The Seller shall only be responsible for fines directly and exclusively due to Seller's error or omission for any documents issued from the Seller only. In such cases, it shall not discharge the Buyer to pay the demurrage charges and fines nor to prove the detailed justification of the Seller's exclusive and direct responsibility.</p> <p>In case of agreement of the Seller, demurrage charges and fines shall be reimbursed by the Seller within a period of thirty (30) days from the receipt from the Buyer of a duly justified invoice.</p>
<b>21.3.</b>	<p><b>Packaging and Marking</b></p> <p>All packaging &amp; markings shall generally conform to INCOTERMS, for CIP/CIF delivery as applicable. The packaging shall be prepared in compliance with MIL2073 standard.</p>
<b>20.3.1</b>	<p><b>Packaging</b></p> <p>Packing should be strongly and securely packaged for sea/air transportation in a minimum cubic space, in such a manner as to prevent damage and pilferage in transit from point of shipment to final destination. Metal &amp; moving parts where necessary, shall be well protected with preservatives to prevent rusting during transit and shelf life period. The Seller shall insert in each container a fully itemized packing list to show container (package) number, contents, quantity, gross and net weights and cubic measurements. Each type of spares shall be packed and identified separately.</p>
<b>20.3.2</b>	<p><b>Marking</b></p> <p>The marking on the containers, corresponding packing lists, etc., shall be clearly made to indicate the type of Items packed inside the containers with stamped instructions that the container shall be stored in covered spaces and not exposed to the weather. Packages containing delicate and fragile material shall be marked in red block letter "FRAGILE", "DO NOT DROP". The markings on the packages (containers) and the details of Items packed shall be in co-relation to the respective packing lists &amp; the Purchase Order. Each package shall be plainly marked, numbered and accommodated upon four sides and the top with Consignee details, Purchase Order no. Case no. , Gross weight &amp; Net weight in Kg., Country of Origin, Country of Destination and outside dimensions of package where relevant, in prominent size letters and numbers. All timber used in packing of the materials is to be free from bark, insects &amp; fungus.</p>
<b>21.4.</b>	<p><b>Dispatch of material</b></p> <p>The material suitably and sea-worthy/air-worthy packed shall be delivered by the Seller on CIP/CIF basis. The shipping instructions, as agreed upon for applicable type of shipment and incorporated in the Purchase Order, must be adhered to.</p> <p>Hazardous items, if any, shall be packed separately and suitably.</p> <p>In case of any penalty/demurrage and allied expenditure incurred by the Buyer due to non-observance of these instructions, except if such non observance is due to force majeure or to the Buyer's non-compliance with its obligations under the said Purchase Order or under other agreed specific conditions, same shall be borne by the Seller and reimbursed within a period of thirty (30) days from the receipt of a justified invoice from the Buyer.</p> <p>The Seller shall indicate co-relating description, cost and other such details of the items as per the Buyer order in the shipping documents for custom purposes.</p>
<b>21.5.</b>	<p><b>Option clause</b></p> <p>MDL with mutual agreement with Seller and on a case to case basis may place orders for</p>

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	<p>additional quantities up to a maximum of 50% of the originally contracted quantity at the same rate and terms of the contract. Such an option shall be available during the original period of contract. Option quantity during extended Delivery period is limited to 50% of balance quantity after original delivery period.</p>
<p><b>21.6.</b></p>	<p><b>Consignee</b></p> <p>The Supplier/Vendor shall arrange dispatch of good by appropriate transport mode as per the order and consign the same to:</p> <p><b><u>Consignee Address:</u></b>  MAZAGON DOCK SHIPBUILDERS LIMITED,  Dock Yard Road,  Mumbai –India 400 010.  Phone: 022-23763651/52  Contact Person: Officer In Charge (East Yard – Stores)</p> <p><b><u>Delivery Address:</u></b></p> <p>EAST YARD STORES  MAZAGON DOCK SHIP BUILDERS LTD  DOCKYARD ROAD, MUMBAI  MAHARSHTRA, INDIA – 400 010</p> <p>An advance copy of invoices, packing list along with other relevant documents shall be forwarded by the seller.</p>
<p><b>21.7.</b></p>	<p><b>AGENTS/AGENCY COMMISSION:</b></p> <p>The seller confirms and declares to the buyer that the seller is the original manufacturer or authorized distributor/stockiest of original manufacturer of the goods referred to in this contract and has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommended to the Buyer or any of its functionaries, whether officially or unofficially , to the award of the Contract / Purchase order to the Seller; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The Seller agrees that if it is established at any time to the satisfaction of the Buyer that the present declaration is in any way incorrect or if at a later stage it is discovered by the Buyer that the Seller has engaged any such individual/firm, and paid or intended to pay any amount, gift, reward , fees, commission or consideration to such person, party, firm or institution , whether before or after the signing of this Contract / Purchase order, the Seller will be liable to refund that amount to the Buyer.</p> <p>The seller will also be debarred from participation in any RFQ/Tender for new projects/program with Buyer for a minimum period of five years.</p> <p>The buyer will also have a right to consider cancellation of the Contract either wholly or in part, without any entitlement or compensation to the Seller who shall in such event be liable to refund all payments made by the buyer in terms of the Contract along with interest at the rate of 2% per annum or 6% whichever is higher above LIBOR (London Inter Bank Offer Rate) (for foreign vendors) and base rate of SBI plus 2% (for Indian Vendors).</p> <p>The Buyer will also have the right to recover any such amount from any contracts concluded earlier with Buyer.</p>
<p><b>21.8.</b></p>	<p><b>USE OF UNDUE INFLUENCE / CORRUPT PRACTICES:</b></p> <p>The Bidder / Supplier / Contractor undertakes that he has not used corrupt practices or undue influence which is not admissible as per Indian law to obtain contract/order or in</p>

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	<p>business with the purchaser. If found that Bidder / Supplier / Contractor is involved in g practices, then Purchaser is entitled to cancel the contract/s and all or any other and then to recover from the Bidder / Supplier / Contractor the amounts of any loss arising contracts' cancellation, including but not limited to imposition of penal damages, f Performance security, encashment of the Bank Guarantee and refund of the amounts Purchaser.</p>
21.9.	<p><b>BANNED OR DE-LISTED CONTRACTORS / SUPPLIERS</b> (Applicable for Goods and Services):  The Bidder / Supplier / Contractor declares that they being Proprietors / Directors / Partners have not been any time individually or collectively blacklisted or banned or de-listed by any Government or quasi Government agencies or PSUs. If a bidder's entities as stated above have been lacklisted or banned or de-listed by any Government or quasi Government agencies or PSUs, this fact must be clearly stated and it may not necessarily be a cause for disqualifying him.</p>
21.10.	<p><b>DUTY OF PERSONNEL OF SUPPLIER/CONTRACTOR</b> (Applicable for Goods and Services):  MDL being a Defence Public Sector Undertaking, Bidder / Supplier / Contractor undertakes that their personnel deployed in connection with the entrusted work will not indulge in any activities other than the duties assigned to them.</p>
21.11.	<p><b>DISPUTE RESOLUTION MECHANISM(DRM):</b></p> <p>(i) Any dispute/differences between the parties arising out of and in connection with the contract shall be settled amicably by mutual negotiations at HoS/HoD level.</p> <p>(ii) In case of non-settlement by (i) above, if at any time, before, during or after the contract period any unsettled claim, dispute or difference arose between the parties, upon or in relation to or in connection with or in any way touching or concerning this tender/agreement/order/contract, the same shall be referred to the concerned Functional Director.  The Functional Director shall then nominate an Executive of the rank of General Manager whom he thinks fit and competent or a Committee of Executives who / which shall then scrutinise the claims/disputes that have been referred to the concerned functional Director and make efforts for amicable settlements by mutual discussions/negotiations.</p> <p>(iii) In case no amicable settlement is arrived by (ii) above within a period of three months, then the contractor shall approach Public Grievance Cell and address the disputes as per the provisions made under the relevant clause of the contract.</p> <p>(iv) In case the issues/disputes do not get settled within a period of six months from the date of submission of the dispute to the Grievance Cell, then the contractor may invoke Arbitration Clause of the contract.</p>
21.12.	<p><b>SAFETY</b> (Applicable for Goods &amp; Services):  The Contractor / Bidder must observe all safety precautions in connection with the work to be performed by him, his agents or labourers. In the event of any accident happening in our yard resulting in loss of lives or otherwise damaging any part of the property, the contractor shall be required to make good the loss to the Company and shall be responsible for all consequences that follow from the loss and / or injuries to the persons involved in such accidents. The standard of safety to be</p>

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observed in the Company shall be decided by the Executive-in-Charge Safety, or any Executive appointed for the purpose before the commencement of work in the yard. It will be essential for contractor to ascertain the standard precautions which contractor is required to observe in discharging his work as per the standards prevalent in MDL. The decision of MDL in matters concerning Safety shall be final and binding on the contractor.

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

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Annex-C

**FORM OF PERFORMANCE AND WARRANTY BANK GUARANTEE**

In consideration of MAZAGON DOCK SHIPBUILDERS LIMITED (Formerly known as MAZAGON DOCK 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 Buyer" which expression shall, unless it be repugnant or contrary to the subject or context thereof, be deemed to mean and include its successors and assigns) having placed an order on Messers Naval Group SA a company having its office at 40-42 rue du Docteur Finlay 75015 Paris, France (hereinafter called the Seller which expression shall, unless it be repugnant or contrary to the subject or context thereof, be deemed to mean and include its successors and assigns) vide order N°XXX dated XX/XX/XXXX (hereinafter called "the Order" which expression shall include any amendments/alterations to "the Order" issued by "the Buyer") for the supply , delivery at site, installation and commissioning of certain equipment, item/services/civil works etc. as stated in the said Order and the Purchaser having agreed that the Seller shall furnish a security for the performance of the Seller's obligations and/or discharge of the Seller's liability in connection with the said Order and the Buyer having agreed with the Seller to accept a performance and warranty guarantee,

1. 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 Buyer without any demur on first demand an amount not exceeding Euro XXXX (Euros XXXX only) being 5% of the order value against any loss or damage, costs, charges and expenses caused to or suffered by the Buyer by reason of non-performance and non-fulfilment or for any breach on the part of the Seller of any of the terms and conditions of the said order.

2. We, ..... Bank further agree that the Buyer shall be sole judge whether the said Seller has failed to perform or fulfil the said order in terms thereof or committed breach of any terms and conditions of the order and the extent of loss, damage, cost, charges and expenses suffered or incurred or would be suffered or incurred by the Buyer on account thereof and we waive in the favour of the Buyer 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 Buyer as such shall be final and binding on the Bank as to the Bank 's liability to pay the amount demanded and the Bank undertake to pay the Buyer the amount so demanded on first demand and without any demur notwithstanding any dispute raised by the Seller 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 Buyer that the Buyer shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said order/or to extend time of performance by the Seller from time to time or to postpone for any time to time any of the powers exercisable by the Buyer against the Seller and to forbear to enforce any of the terms and conditions relating to the order and we shall not be relieved from our liability by reason of any such variation or extension being granted to the Seller or for any forbearance, act or omission on the part of the Buyer or any indulgence by the Buyer to the Seller or by any such matter or things whatsoever which under the law relating to sureties would have the effect of relieving us.

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

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

NOTE: 1. This guarantee shall be reduced according to the following mechanism:

- It shall be automatically reduced by an amount of \_\_\_% i.e of Euro XX after the value of Items/Services delivered/performed has reached 100% of the value of the Order Price upon presentation to our counters of the relevant commercial invoices;

- It shall be automatically reduced by a further \_\_\_% to zero i.e of Euro XX on XX/XX/XXX or [xxx] months (Repaired Items, referring warranty period granted in Seller's proposal) after the last CIP / CIF delivery (Purchase Items) has been made upon presentation to our counters of the relevant commercial invoices, unless extended by mutual agreement one month before its expiry.

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1. Notwithstanding anything contained herein above:

- i) Our liability under this Bank Guarantee shall not exceed €XXXX;
- ii) This Bank Guarantee shall be valid up to (XX/XX/XXX) past which it ceases to be in effect in all respects whether or not the original Bank Guarantee is returned to us and;
- iii) Our liability under this Bank Guarantee will arise only if we receive a claim or demand in writing in accordance with the terms of this Bank Guarantee, from Mazagon Dock Shipbuilders Limited on or before (XX/XX/XXX) (date of validity + 1 year claim period). After this date, this guarantee shall be considered null and void whether this document is returned to us or not for cancellation. All your rights under the said guarantee shall be forfeited and we shall be released and discharged from all liabilities there under. This guarantee shall be returned to the Seller.

8. This guarantee is governed in all respects by the provision of the Order.

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

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



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Annex-D

**FORM OF IRREVOCABLE DOCUMENTARY CREDIT**

FROM	:	[ISSUING BANK]
TO	:	[NAVAL GROUP BANK]
40A Form of documentary credit	:	IRREVOCABLE
20 Transaction Reference number	:	
Documentary Credit Number	:	[XXXXXXXX]
31C Date of issue	:	XX/XX/XXXX
31D Date and place of expiry date	:	
Date	:	XX/XX/XXXX
Place	:	FRANCE
51A Applicant Bank	:	
BIC	:	BANKERS OF MDL
50 Applicant Name & Address	:	MAZAGON DOCK
SHIPBUILDERS LTD.	:	
	:	DOCKYARD ROAD,
MAZAGAON,	:	
	:	MUMBAI – 400 010
59 Beneficiary Name & Address	:	NAVAL GROUP
	:	40-42 RUE DU DOCTEUR
FINLAY	:	
	:	75732 PARIS CEDEX 15
	:	FRANCE
32B Currency code, Amount	:	
Currency	:	EUR
Amount	:	XXXX
41D Available with/by-name, address	:	[NAVAL GROUP BANK]
	:	BY PAYMENT AT SIGHT
42 C Drafts at	:	N/A
42 D Drawee	:	N/A
43P Partial Shipments	:	
Narrative	:	ALLOWED
43T Transhipment	:	
Narrative	:	NOT ALLOWED
44A Loading on Board / Dispatch	:	AIRPORT/SEAPORT IN FRANCE
44B For transportation to Narrative	:	MUMBAI AIRPORT/SEAPORT AT
MUMBAI/NAVA SHEVA	:	

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- 44C Last Date of Shipment : XX/XX/XX
- 45A Covering : [ORDER TITLE AS PER  
ORDER N°XXXX DATED XX/XX/XXX
- 46A Documents required :
- I. One (1) original + one (1) copy of Commercial Invoice
  - II. One (1) copy of Certificate Of Conformity
  - III. One (1) copy of Packing List,
  - IV. One (1) copy of Certificate of Origin,
  - V. One (1) copy of Bill of Lading / Airway Bill.
- 47A Additional conditions :
- 1. PARTIAL SHIPMENT ALLOWED, PARTIAL DELIVERY ALLOWED, PARTIAL PAYMENT ALLOWED
  - 2. EXCEPT AS OTHERWISE EXPRESSLY STATED HEREIN, THIS LETTER OF CREDIT IS SUBJECT TO THE UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDITS INTERNATIONAL CHAMBER OF COMMERCE (ICC DOCUMENT N° 600, LATEST REVISION)
  - 3. THE INITIAL AMOUNT AVAILABLE UNDER THIS LC AT THE OPENING SHALL BE **EURO xxxxxxxxx** FOR AN INITIAL PERIOD OF TWELVE (12) MONTHS
- 71B Details of charges :
- ALL BANKING COMMISSIONS, FEES AND CHARGES INCURRED IN INDIA IN CONNECTION WITH THIS DOCUMENTARY CREDIT SHALL BE BORNE BY THE APPLICANT. ALL BANKING COMMISSIONS, FEES AND CHARGES INCURRED BY SUBSIDIARIES OF APPLICANT'S BANK WORLDWIDE SHALL NOT BE BORNE BY THE BENEFICIARY.
- ALL BANKING COMMISSIONS, FEES AND CHARGES INCLUDING CONFIRMATION CHARGES IN CONNECTION WITH THIS DOCUMENTARY CREDIT SHALL BE BORNE BY THE BENEFICIARY EXCEPT IN CASE THE APPLICANT AGREES TO EFFECT PAYMENT OF THEM.
- 48 Period for presentation : WITHIN 21 DAYS FROM  
THE DATE OF AIRWAY BILL AND 32 DAYS FROM THE DATE OF BILL OF LADING AND WITHIN THE LC  
VALIDITY
- 49 Confirmation instructions : WITHOUT
- 53D Reimbursing Bank :  
Name & Address : BANKERS OF MDL WILL  
SPECIFY
- 78 Instructions to the Paying/  
Accepting Bank :  
UPON RECEIPT OF DOCUMENTS IN CONFORMITY WITH LC TERMS WE UNDERTAKE TO EFFECT  
PAYMENT AS PER NEGOTIATING BANK INSTRUCTIONS.
- 72 Sender to Receiver : BANKERS OF MDL WILL  
SPECIFY

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Annex-E

**FORM OF CERTIFICATE OF CONFORMITY**

<b>Déclaration de conformité - Declaration of conformity</b> (Conformément à l'ISO/CEI 17050-1) - (in accordance with ISO/IEC 17050-1)		
Numéro - Number : .....		
Déclaration de conformité <i>Declaration of Conformity</i>		Interne- <i>Internal</i> <input type="checkbox"/> Externe - <i>External</i> <input checked="" type="checkbox"/>
Nom et adresse de l'entité émettrice - <i>Name and address of the issuing entity:</i> <b>Naval Group</b> <b>40-42 Rue du docteur Finlay -F-75015 Paris</b> <b>Tél. : +33 (0)1 40 59 50 00 - www.naval-group.com</b>		
Identification du contrat et ses modifications - <i>Contract identification and modifications:</i> XXXXXXXXXXXX		
Nom et adresse de l'acquéreur / entité réceptrice - <i>Name and address of the buyer / receiving entity:</i> <b>MAZAGON DOCK SHIPBUILDERS LIMITED,</b> <b>Dock Yard Road,</b> <b>Mumbai -India 400 010.</b> <b>Phone: 022-23763651/52</b>		
Adresse de livraison - <i>Delivery address :</i> <p align="center"><b>See Above</b></p>		
Identification du produit - <i>Product identification:</i>		
Désignation (projet – système - matériel) - <i>Description (project – system - equipment)</i>	<b>AS PER INVENTORY LIST</b>	
Référence ou type - <i>Reference or type</i>	Indice - <i>Issue</i>	
Quantité - <i>Quantity</i>		
Numéro de série ou de lot - <i>Serial or batch number</i>		
Autres renseignements - <i>Other information</i>	Shipment : ...../ PARCEL(S) : D .....	
Référentiel des exigences - <i>Requirement repository :</i>		
Référence du document - <i>Document reference</i>	Objet/Titre - <i>Object/Title</i>	Indice / version - <i>Issue/revision</i>
	XXXXXX.....	
Nous déclarons que, sauf dérogations identifiées ci-après, le produit objet du présent document a été réalisé conformément aux exigences ci-dessus référencées. <i>We do declare that, except for waivers identified hereafter, the product being covered by this document has been made in compliance with the requirements referenced above.</i>		
Liste des dérogations - <i>List of waivers:</i>		
Référence du document - <i>Document reference</i>	Objet/Titre - <i>Object/Title</i>	Indice / version - <i>Issue/revision</i>
none		
Informations supplémentaires - <i>Additional information :</i> PURCHASE ORDER NUMBER: XXXXXX..... Letter of Credit Number ..... Dated ..... IEC CODE NO. XXXXXXXX IMPORT UNDER NON NEGATIVE LIST OF FOREIGN TRADE POLICY 2015 2020		
Signé pour le compte ® du Directeur de l'entité <i>Signed on behalf of ® the Director of the entity</i> .....		
Nom, fonction - <i>Name, Position</i> .....	Le - on ..... à - in Toulon  Signature .....	
Signé pour le compte ® du Directeur Qualité de l'entité <i>Signed on behalf of ® the Quality Director of the entity</i> .....		
Nom, fonction - <i>Name, Position</i> .....	Le - on ..... à - in Toulon  Signature .....	

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Annex-F

**FORM OF CERTIFICATE OF WARRANTY**

In accordance with the Order N° XXXXXXXX dated XXXXXX  
concluded between MAZAGON DOCK SHIPBUILDERS LIMITED and Naval Group

Naval Group certify that the following Purchased Items, identified by the following references:

DESIGNATION	REFERENCE	QUANTITY
-------------	-----------	----------

corresponding to the shipment n° .....

are warranted according to the terms and conditions as specified in the order above.

Date of issue of the Warranty Certificate :

Date of the end of validity of the Warranty :

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Annex-G

**FORM OF READY FOR SHIPMENT CERTIFICATE**

In accordance with the Purchase Order (PO) No. XXXXXX dated YYYYYY, concluded between MAZAGON DOCK SHIPBUILDERS LIMITED and NAVAL GROUP.

By this "Ready for Shipment Certificate", we herewith certify that the items as specified in attached Packing List, are ready for shipment.

ENCLOSURES

- Packing List N°
- Shipping Invoice N°

For and on behalf of NAVAL GROUP:

Trading Department Manager

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Annex-H

**FORM OF END-USE CERTIFICATE**

	<p><b>END USE CERTIFICATE</b></p> <p><b>NON-RE-TRANSFERT, NON-EXPORT or NON-RE-EXPORT COMMITMENT</b></p>	
--	----------------------------------------------------------------------------------------------------------	--

<p>1. Name of French licensee: state: Naval Group SA 40/42 rue du Docteur Finlay 75732 Paris Cedex 15</p>	<p>2. Name, address of end user:  Indian Navy Ministry of Defence New Delhi - 110011</p>	<p>3. End user's  INDIA</p>
---------------------------------------------------------------------------------------------------------------------------	----------------------------------------------------------------------------------------------------------	-------------------------------------

4. License's reference: 18 003179
5. If applicable, reference and date of contract or order: xxxxx
6. Products:

Quantity	Products designation <small>(All types of equipment, software and technical data, particularly as part of service provision – training, documentation, technical support, presentation... - whether delivered in tangible or intangible forms).</small>
xxxxxxx	xxxxxxxxxx

7. Certification and engagement of first consignee and potential intermediaries

7a) Certification and engagement of first consignee:

We certify that we are the first consignee of the goods defined in section 6. With the exception of the end-user specified in section 2, or an intermediary specified in section 7b, we will not to sell, give, lend, transmit to anyone or retransfer and re-export any of these products, without the prior written approval of the French Government.

Signature \_\_\_\_\_ Seal-----

Name and title of signatory \_\_\_\_\_ Date \_\_\_\_\_

7b) Certification and engagement of intermediaries:

~~We certify that we receive, as an intermediary, some or all of the products specified in section 6.~~

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~~With the exception of the end user specified in section 2 or another intermediary specified in section 7, we will not sell, give, lend or transmit to anyone or retransfer and re-export any of these products, without the prior written approval of the French Government.~~

Signature \_\_\_\_\_ Seal \_\_\_\_\_

Name and title of signatory \_\_\_\_\_ Date \_\_\_\_\_

~~8) End use (please state the purpose — name and short description of the program, the operation or the weapon system — for which the products will be used):~~

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9) Certification and engagement of the end-user:

9a) We certify that we are the end-user of the products specified in section 6. We will not sell, give, lend, transmit to any one or retransfer and re-export these products without the prior written approval of the French Government. This engagement covers any new import or new transfer (of specific supplies, spare parts, repaired parts, tools and training) related to the operational implementation of these products.

We acknowledge that the prior approval of the French Government is not required:

- In the case of a permanent or temporary return of the goods to the operator specified in section 1, to a facility located in France, for which we certify that, if asked, we will provide the French Government with all the elements proving this return;
- In the case of the use of the products by armed forces, identified as end-users, as part of national or international operations, training exercises and manoeuvres, as long as they remain at all times under their full responsibility;
- When the export or the transfer of the goods from France is only temporary, which allows their restitution to the operator specified in section 1.

Signature \_\_\_\_\_ Seal-----

Name and title of signatory \_\_\_\_\_ Date \_\_\_\_\_

~~9b) We certify that the goods specified in section 6 are destined to be integrated into our own manufactured products or to be substantially transformed by us.~~

~~We certify that we will not sell, give, lend, transmit to anyone or retransfer and re-export non-integrated or transformed products without the prior written approval of the French Government.~~

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~~We also certify that we will not sell, give, lend, transmit to any third party or retransfer and re-export the products specified in section 6 that are not destined to be integrated nor transformed (documentation, tools, accessories, spare parts...).~~

~~These engagements cover any new import or new transfer (of specific supplies, spare parts, repaired parts, tools and training) related to the operational implementation of these goods.~~

~~We acknowledge that the prior approval of the French Government is not required:~~

~~— In the case of a permanent or temporary return of the goods to the operator specified in section 1, on a facility located in France, for which we certify that, if asked, we will provide the French Government with all the elements proving this return;~~

~~— In the case of the use of the products by armed forces, identified as end users, as part of national or international operations, training exercises and manoeuvres, as long as they remain at all times under their full responsibility;~~

~~— When the export or the transfer of the goods from France is only temporary, which allows their restitution to the operator specified in section 1.~~

Signature \_\_\_\_\_ Seal \_\_\_\_\_

Name and title of signatory \_\_\_\_\_ Date \_\_\_\_\_

10) Certification of the government of the end-user state:

We certify that the end-user specified in section 2 is authorized to acquire the goods specified in section 6.

10a) We certify that we will not authorize the re-transfer, re-sale, lending, giving or transmission of the products specified in section 6, outside of the state's territory as specified in section 3, without the prior written approval of the French Government. This engagement covers any new import or new transfer (of specific supplies, spare parts, repaired parts, tools and training) related to the operational implementation of these goods.

Signature \_\_\_\_\_ Seal-----

Name and title of signatory \_\_\_\_\_ Date \_\_\_\_\_

~~10b) We certify that we take note of the commitments regarding the products in section 6, which are subject to the control regime of war equipment, equivalent products and defence related products under French rules and regulations~~

Signature \_\_\_\_\_ Seal \_\_\_\_\_

Name and title of signatory \_\_\_\_\_ Date \_\_\_\_\_



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Annex-I

**FORM OF CERTIFICATE OF ORIGIN**

In accordance with the Purchase Order No xx dated xx concluded between MAZAGON DOCK SHIPBUILDERS LTD (Formerly known as Mazagon Dock Limited) and Naval Group,

Naval Group, by this Certificate of Origin herewith certify that the following items:

Delivery Date	Sr No	Description	Ref	Qty	Serial Nb	Origin from

For and on Behalf of Naval Group

Place and Date of Issue:

Order reference Number	
Letter of Credit	
Corresponding to Naval Group Invoice	





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Annex-K

**Shipping Instructions**

1. F.O.B. / F.A.S. CONTRACTS (IMPORTS)

In case the order is finalized by MDL on F.O.B./ F.A.S basis, the details of freight forwarding agent shall be obtained from the concerned commercial department.

2.2. C.I.F / C.I.P. CONTRACTS (IMPORTS)

Shipping arrangements has to be made by the Contractor / Suppliers. Date of bill of lading (marked as freight paid) on CIF basis shall be considered for the purpose of levy of liquidated damages. The risk and ownership shall be transferred on CIF basis. Following documents must be arranged by the Contractor / Suppliers while making shipment.

- i) Bill of lading / AWB marked as Freight Paid
- ii) Invoice.
- iii) Packing note.
- iv) Order copy.
- v) Insurance Policy/Document.
- vi) Freight paid certificate.
- vii) Duty exemption certificate, wherever applicable.
- viii) Pre- dispatch inspection report by Inspection Agency as per Purchase order / contract.

Note:

- a. The Pre-dispatch inspection shall cover Inspection of packing, signing of challan for correctness of packing, certification for packing having done as per standard norms/international norms shall be mandatory part of scope of work.
- b. All the documents should clearly indicate the Purchaser's Order number, Import License Number, Airway Bill / Bill of Lading Number marked as Freight Paid, Insurance Policy number

5. PARCEL POST METHOD OF DESPATCH TO INDIA

- a. The goods must be packed suitably for postal despatch to India, and the parcel must be addressed to M/s. Mazagon Dock Shipbuilders Limited., Mazagon, Mumbai 400 010, showing the Order Number, Item Number(s) and the Import Licence Number, on the

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Wrapper, below the address.

6. PACKING & MARKING

- a. The materials must be adequately packed in all respects for normal transport by Sea/Postal/Air despatch to India, suitably protected against the effects of a tropical saltladen, atmosphere, in the event of delay at Indian Port, before clearing.
- b. Each class of material, and particularly electrical equipment should be packed separately and gross weight of individual cases kept under 4480 lbs. Where possible. If more than one case is included in shipment, cases should be numbered 01 and up & the Purchase Manual 5th Edition – Goods & Services - Rev. 0 dtd. 07/09/2023 Page 238 of 263 corresponding number should be shown on the packing list, listing contents therein. Gross weight must be shown on each package to avoid penalty of Rs. 500/- by the local customs. All materials should be properly protected against ocean shipment particularly the possibility of rusting, corrosion or breakage.
- c. Every case / package must contain a packing note indicating particulars of the contents.
- d. All timber used in the packing of the materials is to be free from bark, insects and fungi.

7. The two ends of all packages should be colour splashed with a Blue background and a white diagonal line of 1" width. For identification. All cases are to be marked in letters 3" high wherever possible as under: -

MAZAGON DOCK SHIPBUILDERS LIMITED, MUMBAI

Case No. \_\_\_\_\_

Order No. \_\_\_\_\_

Gross weight in Kgs. \_\_\_\_\_

Nett weight in Kgs \_\_\_\_\_

Outside dimensions \_\_\_\_\_

Made in \_\_\_\_\_

8. Special marking instruction should comply with the Indian Merchandise Marks Act.

i. Order packing cases to be clearly marked Made in

ii. Containers in packing boxes to be marked Made in

\_\_\_\_\_

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iii. Goods included in containers and packing cases to be marked either by stamping or tie labels with either :-

- a. Made in \_\_\_\_\_ France \_\_\_\_\_ (Country of Origin)
- b. Name of the manufacturers plus Country of Origin e.g.  
M/s Naval Group, France.

9. All spares and accessories shall be separately crated and labeled as "Spare Parts".

10. The following documents are to be airmailed to MAZAGON DOCK SHIPBUILDERS LIMITED.

Mumbai, immediately they are ready to ensure that they reach us well in time before the arrival of the carrying vessel.

- a. Original and three copies of Clean Bill of Lading / Airway Bill marked as Freight Paid.
- b. Six copies of signed invoice showing item wise, CIF prices along with packing lists.  
Certificate confirming that three copies of Invoice, Packing List, Non-negotiable copy of Bill of Lading / Airway Bill marked as freight paid, Insurance Policy/Document, freight paid certificate have been airmailed directly to us immediately on shipment.
- c. Certificate of country of origin in triplicate.
- d. Warranty certificate in triplicate.
- e. Six copies of Manufacturer's Works Test Certificate / Shop Test Certificate.
- f. Six copies of Certificate of Inspection and Approval from ABS / LRS / DNV / DOT or any other nominated inspection authority, (whichever is applicable).
- g. Certificate to the effect that copies of Instruction / Operation / Maintenance Manuals have been directly forwarded to the openers by the beneficiary.
- h. Certificate to that effect that six copies of as built drawings along with three reproducible drawings have been directly forwarded to the openers by the beneficiary.
- i. Certificate regarding penalty vis-à-vis delivery schedule.
- j. A performance bank guarantee in the format issued in the order (original + 2 photo copies).  
The bank guarantee is to be valid during the tenure of the guarantee period + 4 weeks for the equipment.

11. All documents should clearly indicate the following details: -

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- a. Import License No.
- b. Our Order No.
- c. Name of carrying vessel.
- d. Bill of Lading No.
- e. Markings on packages.

**12. ARRANGEMENTS FOR PAYMENTS:**

A confirmed irrevocable Letter of Credit will be established on receipt of a confirmation about the period upto which the letter of credit is needed for shipment and negotiation. The Letter of Credit will be for the CIF Value of the goods. No extension of the Letter of Credit will normally be granted. It must be ensured that the shipments effected before the expiry of date of the Letter of Credit.

**14. INSURANCE & FREIGHT**

Local transit insurance will be arranged through the New India Assurance Co Limited, Marine Insurance Department, Commerce Centre, Tardeo,

Mumbai- 400 034, India. The details of shipment will be communicated to the underwriter by

Mazagon Dock Shipbuilders Limited., Mumbai, on receipt of shipment advice.

Immediately after

shipment, the supplier should communicate the following particulars to us by mail, for arranging the Insurance cover. (Local transit Insurance)

Order No. \_\_\_\_\_

Name of Vessel \_\_\_\_\_

Voyage \_\_\_\_\_

Bill of Lading No. & Date \_\_\_\_\_

No of Packages \_\_\_\_\_

Brief description of goods \_\_\_\_\_

C.I.F. Value \_\_\_\_\_

Nett Freight \_\_\_\_\_

15. The cost of transit insurance and freight will be paid by the supplier / contract up to the port of

destination on CIF basis. The risk and ownership shall be transferred on CIF basis.

**17. DEFICIENCIES & DEFECTIVE GOODS**

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

18. The wharfage and demurrage will be to Contractor / Supplier's accounts for all

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shipments that reach us without bill of lading properly endorsed and accompanied by packing lists and invoices. The supplier shall be responsible for fines or increased customs charges due to errors or commissions in description, weight or measurement and for increased customs or wharfage and handling charge due to improper packing. It is also a condition of purchase that storage and demurrage payable to port authorities at the port of discharge in respect of shipment arriving before the actual receipt of the shipping documents will be borne by the Contractor / Supplier.

**19. GENERAL**

Immediately on receipt of import licence for the import of the material, an intimation will be given to the suppliers of the grant of licences, indicating the limiting factor and validity period. It must be ensured that shipment is made within the validity period of the licence as it is difficult to obtain extension of the validity period from the licensing authorities. However, no shipment must be effected without intimation of import licence particulars from us. A Photostat copy of the list of goods as approved by the licensing Authorities in India will also be supplied. To avoid difficulty in clearing the shipment through local customs the description and quantity as given in the invoice should confirm strictly to those indicated in the list of goods that will be supplied.

20. The shipping instructions herein shall be closely observed. All invoices shall bear the number of order. Packing list must show the seller's name, order number, nett and gross weight, outside dimensions and the markings if each package. Where materials covered by different order numbers are shipped in the same case, separate invoices and the packing lists must be made out for each Purchase Manual 5th Edition – Goods & Services - Rev. 0 dtd. 07/09/2023 Page 240 of 263 order number. Wherever possible, material covered by two or more orders shall not be shipped in the same package. Four copies of all documents including packing lists should be forwarded, two sets before shipment is effected.

21. A certificate or consolidated statement of accounts should be issued to us in triplicate, indicating therein the final value at which the contract has been finally settled and the evidence of total remittance received against the order with a breakdown, wherever partial shipment were effected against individual invoices.



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Annex-L

**INTEGRITY PACT**  
**(On Company Letterhead)**

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 and, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder(s) and /or Contractor(s).

In order to achieve these goals, the Principal/Buyer will appoint an Independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 - Commitments of the Principal/Buyer:

(1) The Principal/Buyer commits itself to take all measures necessary to prevent corruption and to observe the following principles:

- a) No employee of the Principal/Buyer, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- b) The Principal/Buyer will during the tender process treat all Bidder(s) with equity and reason. The Principal/Buyer will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
- c) The Principal/Buyer will exclude from the process all known prejudiced persons.
- d) ~~The Principal/Buyer undertakes to scrupulously follow the Purchase Manual containing Standard Terms & Conditions (STAC) and General Terms & Conditions (GT&C) in respect of procurement contracts for goods, services and civil works.~~

(2) If the Principal/Buyer obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or it there be a substantive suspicion in this regard, the Principal/Buyer will inform the Chief Vigilance Officer, MDL and in addition can initiate disciplinary actions.

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

(1) The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

- a) The Bidder(s)/Contractor(s) will not, directly or through any other persons or firm, offer promise or give to any of the Principal/Buyer's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage or any kind whatsoever during the tender process or during the execution of the contract
- b) The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant Anti-Corruption Laws of India; further the Bidder(s)/Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to other, any information or document provided by the

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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 Enclosure-21a.
  - e) The Bidder(s)/Contractor(s) will when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
  - ~~f) The Bidder (s)/Contractor(s), their agents, representatives shall not do such things so as to interfere with the procedures laid down in the Principal/Buyer's Purchase Manual containing the Standard Terms and Conditions (STAC) and General Terms and Conditions (GT&C) in respect of procurement contracts for goods, services and civil works.~~
  - g) The Bidder commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- (2) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlines above or be an accessory to such offences.

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

If the Bidder(s)/Contractor(s) before contract award 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 Enclosure-21b.

- 1) If the Bidder(s)/Contractor(s) has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal/Buyer is entitled also to exclude the Bidder(s)/Contractor(s) from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder(s) and the amount of the damage. The exclusion will be imposed for a minimum of six months and maximum of five years, which may be further extended at the discretion of the Principal/Buyer.
- 2) A transgression is considered to have occurred, if the Principal/Buyer after due consideration of the available evidence, concludes that no reasonable doubt is possible.
- 3) The Bidder (s) accepts and undertakes to respect and uphold the Principal/Buyer's absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining legal advice.
- 4) If the Bidder(s)/Contractor(s) can prove that he has restored/ recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Buyer may revoke the exclusion prematurely.

**Section 4 – Sanctions for Violation:**

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- (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 encash the advance Bank Guarantee and Performance Bond/Warranty bond, if furnished by the Bidder, in order to recover the payments, already made by the Principal/Buyer, along with interest.
  - f) To cancel all or any other contracts with the Bidder.
  - 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.

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- (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 - :**

- (4) The provisions regarding Sanctions for violation of Integrity Pact include forfeiture of Performance Bond in case of a decision by the Principal/Buyer to forfeit the same without assigning any reason for imposing sanction for violation of Integrity Pact.
- (5) No interest shall be payable by the Principal/Buyer to the Bidder(s) on Earnest Money/Security Deposit for the period of its currency.

**Section 6 - Previous Transgression:**

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

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

- (1) The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this integrity Pact, and to submit it to the Principal before contract signing.
- (2) The Principal/Buyer will enter into agreements with identical conditions as this one with all bidders, contractors and subcontractors.
- (3) The Principal/Buyer will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

**Section 8 - Criminal charges against violation Bidder(s)/Contractor(s)/ Subcontractor(s):**

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

**Section 9 - Independent External Monitor/Monitors:**

- (1) The Principal/Buyer appoints competent and credible independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively whether and to what extent the parties comply with the obligations under this agreement.
- (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

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- this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. However, the Monitor shall give an opportunity to the Bidder(s)/Contractor(s) to present its case before making its recommendation to the Principal/Buyer.
- (6) The Monitor will submit a written report to the Chairman & Managing Director of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the Principal/Buyer and, should the occasion arise, submit proposals for correcting problematic situations.
  - (7) Monitor shall be entitled to compensation on the same terms as being extended to / provided to Independent Directors on the Board of Principal/Buyer.
  - (8) If the Monitor has reported to the Chairman & Managing Director of the Principal, a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India and the Chairman & Managing Director of the Principal/Buyer has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
  - (9) The word 'Monitor' would include both singular and plural.

**Section 10 - Pact Duration:**

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

**Section 11 - Other provisions:**

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

**Section 12 – Fall Clause:**

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

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For & on behalf of  
MAZAGON DOCK Shipbuilders LIMITED

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for & on behalf of  
Bidder/Contractor

(Office Seal)

(Office Seal)

Place \_\_\_\_\_

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Date \_\_\_\_\_

Witness 1:

(Name & Address)  
Address)

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

Witness 2:

(Name &

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

•

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Annexure-1

**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:

2.1.1 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.

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- 2.2.3 Confirmation of the foreign principals of the Tenderer that the commission/remuneration, if any, reserved for the Tenderer in the quoted price (s), may be paid by MDL in India in equivalent Indian Rupees on satisfactory completion of the Project or supplies of Stores and Spares in case of operation items .
- 2.3 In either case, in the event of contract materializing, the terms of payment will provide for payment of the commission /remuneration, if any payable to the agents/representatives in India in Indian Rupees on expiry of 90 days after the discharge of the obligations under the contract.
- 2.4 Failure to furnish correct and detailed information as called for in paragraph-2.0 above will render the concerned tender liable to rejection or in the event of a contract materializing, the same liable to termination by MDL. Besides this there would be a penalty of banning business dealings with MDL or damage or payment of a named sum.
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Annexure-2

**GUIDELINES ON BANNING OF BUSINESS DEALINGS**

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**1. Introduction**

- 1.1 Mazagon Dock 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'.

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- 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.

**5. Suspension of Business Dealings**

- 5.1 If the conduct of any Agency dealing with MDL is under investigation by any department, the Competent Authority may consider whether the allegations under investigation are of a serious nature and whether pending investigation, it would be advisable to continue business dealing with the Agency. If the Competent Authority, after consideration of the matter including the recommendation of the Investigating Department, if any, decides that it would not be in the interest to continue business dealings pending investigation, it may suspend business dealings with the Agency. The order to this effect may indicate a brief of the charges under investigation. If it is decided that inter-connected Agencies would also come within the ambit of the order of suspension, the same should be specifically stated in the order. The order of suspension would operate for a period not more than six months and may be communicated to the Agency as also to the Investigating Department. The Investigating Department may ensure that their investigation is completed and whole process of final order is over within such period.
- 5.2 The order of suspension shall be communicated to all Commercial Departmental Heads. During the period of suspension, no business dealing may be held with the Agency.
- 5.3 As far as possible, the existing contract(s) with the Agency may continue unless the Competent Authority, having regard to the circumstances of the case, decides otherwise.
- 5.4 If the gravity of the misconduct under investigation is very serious and it would not be in the interest of MDL, as a whole, to deal with such an Agency pending investigation, the Competent Authority may order suspension of business dealing with Agency and send his recommendation to Chief Vigilance Officer (CVO), MDL alongwith the material available, copy of which may be issued to the Agency concerned with intimation to CVO MDL. Such an order would operate for a period of six months from the date of issue.
- 5.5 If the Agency concerned asks for detailed reasons of suspension, the Agency may be informed that its conduct is under investigation. It is not necessary to enter into correspondence or argument with the Agency at this stage.
- 5.6 It is not necessary to give any show-cause notice or personal hearing to the Agency before issuing the order of suspension. However, if investigations are not complete in six months time, the Competent Authority may extend the period of suspension by another three months, during which period the investigations must be completed.

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

- 6.1 If the security consideration, including questions of loyalty of the Agency to the State, so warrants;
- 6.2 If the Director / Owner of the Agency, proprietor or partner of the firm, is convicted by a Court of Law for offences involving moral turpitude in relation to its business dealings with the Government or any other public sector enterprises or MDL, during the last five years;
- 6.3 If there is strong justification for believing that the Directors, Proprietors, Partners, owner of the Agency have been guilty of malpractices such as bribery, corruption, fraud, substitution of tenders, interpolations, etc;
- 6.4 If the Agency continuously refuses to return / refund the dues of MDL without showing adequate reason and this is not due to any reasonable dispute which would attract proceedings in arbitration or Court of Law;
- 6.5 If the Agency employs a public servant dismissed / removed or employs a person convicted for an offence involving corruption or abetment of such offence;
- 6.6 If business dealings with the Agency have been banned/blacklisted by Government Agencies/ Statutory bodies, DGQA, Defence Shipyards, DPSUs or with whom commercial transactions have been suspended for sufficient and justifiable reasons.

If the Agency having same promoters/Directors /Partners as the barred/blacklisted Company as at 6.6 above for the duration for which the barring/ blacklisting of sister concern persists.

- 6.7 If the Agency has resorted to Corrupt, fraudulent practices including misrepresentation of facts;  
If the agency who had fraudulently dealt with the Company for pecuniary gains or had connived with dealing officers for mutual benefit.
- 6.8 If the Agency uses intimidation / threatening or brings undue outside pressure on the MDL or its official in acceptance / performances of the job under the contract;
- 6.9 If the Agency indulges in repeated and / or deliberate use of delay tactics in complying with contractual stipulations;
- 6.10 Wilful indulgence by the Agency in supplying sub-standard material irrespective of whether pre-despatch inspection was carried out by MDL or not;
- 6.11 Based on the findings of the investigation report of CBI / Police against the Agency for malafide / unlawful acts or improper conduct on his part in matters relating to the MDL or even otherwise;
- 6.12 Established litigant nature of the Agency to derive undue benefit;
- 6.13 Continued poor performance of the Agency in several contracts;
- 6.14 If the Agency misuses the premises or facilities of the MDL, forcefully occupies, tampers or damages the Company's properties including land, water resources, forests / trees, etc.

If the Agency who knowingly collude to defeat competition with the aim of deriving undeserved profit or gain from doing business with MDL.

(Note: The examples given above are only illustrative and not exhaustive. The Competent Authority may decide to ban business dealing for any good and sufficient reason).

**7. Banning of Business Dealings**

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- 7.1 Decision to ban business dealings with any Agency would apply throughout the Company.
- 7.2 There will be a Standing Committee to be appointed by the CMD which may include HOD of respective Commercial Section/Capital Works/OTS, HOD (M), rep of Legal Deptt. and OIC (SR&R) for processing the cases of "Banning of Business Dealings". The functions of the committee shall, inter-alia include:
- i) To study the report of the Investigating Agency and decide if a prima-facie case for banning exists, if not, send back the case to the Competent Authority.
  - ii) To recommend for issue of show-cause notice to the Agency by the concerned department.
  - iii) To examine the reply to show-cause notice and call the Agency for personal hearing, if required.
  - iv) To submit final recommendation to the Competent Authority for banning or otherwise.
- 7.3 If the Competent Authority is prima-facie of view that action for banning business dealings with the Agency is called for, a show-cause notice may be issued to the Agency as per paragraph 9.1 and an enquiry held accordingly.
- 8 Removal from List of Approved Agencies - Suppliers / Contractors, etc.**
- 8.1 If the Competent Authority decides that the charge against the Agency is of a minor nature, it may issue a show-cause notice as to why the name of the Agency should not be removed from the list of approved Agencies - Suppliers / Contractors, etc.
- 8.2 The effect of such an order would be that the Agency would not be disqualified from competing in Open Tender Enquiries but LTE may not be given to the Agency concerned.
- 8.3 Past performance of the Agency may be taken into account while processing for approval of the Competent Authority for awarding the contract.
- 9. Show-cause Notice**
- 9.1 In case where the Competent Authority decides that action against an Agency is called for, a show-cause notice has to be issued to the Agency. Statement containing the imputation of misconduct or mis-behaviour may be appended to the show-cause notice and the Agency should be asked to submit within 15 days a written statement in its defence.
- 9.2 If the Agency requests for inspection of any relevant document in possession of MDL, necessary facility for inspection of documents may be provided.
- 9.3 The Competent Authority may consider and pass an appropriate speaking order:
- a) For exonerating the Agency if the charges are not established;
  - b) For removing the Agency from the list of approved Suppliers / Contractors, etc.
  - c) For banning the business dealing with the Agency.

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9.4 If it decides to ban business dealings, the period for which the ban would be operative may be mentioned. The order may also mention that the ban would extend to the interconnected Agencies of the Agency.

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

10.1 The Agency may file an appeal against the order of the Competent Authority banning business dealing, etc. The appeal shall lie to Appellate Authority. Such an appeal shall be preferred within one month from the date of receipt of the order banning business dealing, etc.

10.2 Appellate Authority would consider the appeal and pass appropriate order which shall be communicated to the Agency as well as the Competent Authority.

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

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

**12. Circulation of the names of Agencies with whom Business Dealings have been banned**

12.1 Depending upon the gravity of misconduct established, the Competent Authority may direct HOD (Materials)/OIC (SR&R) to circulate the names of Agency with whom business dealings have been banned, to the Government Departments, other Public Sector Enterprises, etc. for such action as they deem appropriate.

12.2 If Government Departments or a Public Sector Enterprise request for more information about the Agency with whom business dealings have been banned, a copy of the report of Inquiring Authority together with a copy of the order of the Competent Authority / Appellate Authority may be supplied.

12.3 If business dealings with any Agency have been banned by the Central or State Government or any other Public Sector Enterprise, MDL may, without any further enquiry or investigation, issue an order banning business dealing with the Agency and its interconnected Agencies.

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ANNEX-M

**EXTRACT OF PROVISIONS OF THE OFFICIAL SECRETS ACT, 1923**

**SECTION 2(B): "PROHIBITED PLACE"**

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

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

**SECTION 3: "PENALTIES FOR SPYING"**

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

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

**SECTION 4: "COMMUNICATION WITH FOREIGN AGENTS"**

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

**SECTION 5: "WRONGFUL COMMUNICATION OF INFORMATION"**

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

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

Shall be guilty of an offence under this Act.

**SECTION 6: "UNAUTHORISED USE OF UNIFORMS"**

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

**SECTION 7: "INTERFERING WITH OFFICERS OF POLICE"**

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

**SECTION 8: "DUTY OF GIVING INFORMATION"**

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

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**SECTION 9: "INCITEMENT"**

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

**SECTION 10: "PENALTY FOR HARBOURING SPIES"**

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

**SECTION 11: "SEARCH WARRANTS"**

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

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ANNEX-N

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

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

TEF CLAUSE No.		BIDDER'S REMARK
Annex	Article / Sub Clause	
A.	1.	
	2.	
	3.	
	4.	
	5.	
	6.	
	7.	
B.	1.	
	2.	
	3.	
	4.	
	5.	
	6.	
	7.	
	8.	
	9.	
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	14.	
	15.	
	16.	
	17.	
	18.	
	19.	
	20.	
C.		
D.		
E.		
F.		
.....		

COMPANY'S NAME & ADDRESS:

\_\_\_\_\_

\_\_\_\_\_

SIGNATURE:  
DATE:  
NAME:  
DESIGNATION:

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BIDDER'S COMPANY SEAL:

NOTES:

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

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ANNEX-O

**Format of Deviation Sheet**

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

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

COMPANY'S NAME & ADDRESS:

-----  
 -----  
 -----

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

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Annex-P

**FORM OF SHELF LIFE CERTIFICATE**

(If Applicable)

NNO	Description	Delivery unit	Quantity	Manufacturing Date	Expiry date	Remaining shelf life

| NAME, RANK, CALL DATE AND SIGNATURE:

The Seller

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ANNEX-Q

Tender Price Rate Sheet Format					
Tender SI No.	Description	Quantity	Unit	Unit Rate (Currency: ___) CIP/CIF	Total Value: (Currency: ___) CIP/CIF
00010	OUTFITTED CABLES NEW RN:11LS521F00342	1	NOS		
00020	OUFITTED CABLE NEW RN:11LS521F00343	1	NOS		
00030	OUTFITTED CABLE NEW RN:11LS521F00241	1	NOS		
00040	OUTFITTED CABLE NEW RN:11LS521F00242	1	NOS		
00050	OUTFITTED CABLE NEW RN:11LS521F00671	1	NOS		
00060	OUTFITTED CABLE NEW RN:11LS521F00672	1	NOS		
00070	OUTFITTED CABLE NEW RN :11LS521F00673	1	NOS		
00080	OUTFITTED CABLE NEW RN:11LS521F00674	1	NOS		
00090	OUTFITTED CABLE NEW RN:11LS521F00675	1	NOS		
00100	OUTFITTED CABLE NEW RN:11LS521F00676	1	NOS		
00110	DIA 800 BOLTED HATCH FOR AIP SECTION	1	NOS		
00120	OUTFITTED CABLES RN:11LS521F00677	1	NOS		
00130	OUTFITTED CABLES RN:11LS521F00678	1	NOS		
00140	AIR COMPRESSOR STARTING UNIT	1	NOS		
00150	ELECTRIC FAN RN:13EV000D00108	3	NOS		
00160	OUTFITED CABLES RN:11LS521F00035	1	NOS		
00170	OUTFITTED CABLE NEW RN:11LS521F00679	1	NOS		
00180	OUTFITTED CABLE NEW RN:11LS521F00680	1	NOS		
00190	OUTFITTED CABLE NEW RN:11LS521F00681	1	NOS		
00200	OUTFITTED CABLE NEW RN:11LS521F00682	1	NOS		
00210	OUTFITTED CABLE NEW RN: 11LS521F00683	1	NOS		
00220	OUTFITTED CABLE NEW RN:11LS521F00684	1	NOS		
00230	OUTFITTED CABLE NEW RN:11LS521F00298	1	NOS		
00240	HATCH COAMING ND 800	1	NOS		
00250	PRESSURE HULL CONNECTING PIECE'PR5	1	NOS		
00280	ONE SET OF DOCUMENTATION FOR AIP i) 02 SETS OF HARD COPIES ii) 01 SET OF SOFT COPIE (CDROM / DVDROM)	1	SET		

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Tender SI No.	Description	Quantity	Unit	Unit Rate (Currency: ___) CIP/CIF	Total Value: (Currency: ___) CIP/CIF
00290	ADVISING AND OVERSEEING	1	AU		
00290-10	ADVISING	1	AU		
00290-20	OVERSEEING	1	AU		
00300	TRAINING ON PRODUCTION ENGINEERING	1	AU		
00300-10	PRODUCTION ENGINEERING-COMMON PATH	08	DAYS		
00300-20	PRODUCTION ENGINEERING – HULL	10	DAYS		
00300-30	PRODUCTION ENGINEERING – MECHANICAL	10	DAYS		
00300-40	PRODUCTION ENGINEERING - PIPING - HVAC	09	DAYS		
00300-50	PRODUCTION ENGINEERING – ELECTRICITY	09	DAYS		
00300-60	PRODUCTION ENGINEERING - LIGHT MATERIALS	09	DAYS		
00310	PRODUCTION REFRESHING TRAINING	1	AU		
00310-10	WELDERS QUALIFICATION	75	DAYS		
00310-20	PREHEATING	12.5	DAYS		
00310-30	DIMENSIONAL CHECKS OF PRESSURE HULL	13.5	DAYS		
00310-40	NON DESTRUCTIVES TESTS	13.5	DAYS		
00320	TRAINING ON PLATFORM MANAGEMENT SYSTEM CHANGES	1	AU		
00320-10	TRAINING ON PLATFORM MANAGEMENT SYSTEM CHANGES	10	DAYS		
00330	ONE SET OF DOCUMENTATION FOR AIP iii) 02 SETS OF HARD COPIES iv) 01 SET OF SOFT COPIE (CDROM / DVDROM)	1	SET		

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ANNEX-R

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

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

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

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

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

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

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

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

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

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

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

Explanation-

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

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- b. "Control" shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholder's agreements or voting agreements;
- (ii) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
- (iii) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
- (iv) Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
- (v) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- G) "Agent" for the purpose of this Order (Public Procurement No.4) dtd 23 Feb 2023 is a person employed to do any act for another, or to represent another in dealings with third persons.
- I) "Transfer of Technology" means dissemination and transfer of all forms of commercially usable knowledge such as transfer of know-how, skills, technical expertise, designs, processes and procedures, trade secrets, which enables the acquirer of such technology to perform activities using the transferred technology independently.
- J) In works contracts, including turnkey contracts, contractors shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.



**TENDER NO. 120003282**  
**Procurement of Misc Spares (HATCHES, ELECTRIC FAN, OUTFITTED CABLES, STARTER UNITS and various POS's items) and services for AIP project**

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

(Before completing this declaration, bidders must study the General Conditions, Definitions, Govt Directives applicable in respect of Public Procurement No.4) dtd 23 Feb 2023 on Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017).

**DECLARATION BY AUTHORISED SIGNATORY OF THE FIRM**

I, the undersigned, ..... (full names),

do hereby declare, in my capacity as

.....

of M/s .....(name of bidder entity),

that:

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

2) I have read the Order (Public Procurement No. 4) dtd 23 Feb 2023 on the subject of Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017 regarding restrictions on procurement from a bidder of a country which shares a land border with India.

3) I certify that M/s .....(name of bidder entity) **is not from such a country or, is from such a country** (strike out whichever is not applicable), has been registered with the Competent Authority. I hereby certify that this SUPPLIER fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority is attached]

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

**AUTHORISED SIGNATURE:** \_\_\_\_\_

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

**Seal / Stamp of Bidder**