



Bid Number/बोली क्रमांक (बिड संख्या):
GEM/2024/B/4508578
Dated/दिनांक : 25-01-2024

Bid Document/ बिड दस्तावेज़

| Bid Details/बिड विवरण | |
|---|--|
| Bid End Date/Time/बिड बंद होने की तारीख/समय | 15-02-2024 14:00:00 |
| Bid Opening Date/Time/बिड खुलने की तारीख/समय | 15-02-2024 14:30:00 |
| Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से) | 90 (Days) |
| Ministry/State Name/मंत्रालय/राज्य का नाम | Ministry Of Defence |
| Department Name/विभाग का नाम | Department Of Defence Production |
| Organisation Name/संगठन का नाम | Mazagon Dock Shipbuilders Limited |
| Office Name/कार्यालय का नाम | ***** |
| Total Quantity/कुल मात्रा | 18874310 |
| Item Category/मद केटेगरी | Item no 100_Material Number_39406950 , Item no 200_Material Number_39406951 , Item no 300_Material Number_39406952 , Item no 400_Material Number_39406953 , Item no 500_Material Number_39406954 , Item no 600_Material Number_39406955 , Item no 700_Material Number_39406911 , Item no 800_Material Number_39406914 , Item no 900_Material Number_39406915 , Item no 1000_Material Number_39406917 , Item no 1100_Material Number_39406956 , Item no 1200_Material Number_39406957 , Item no 1300_Material Number_39406958 , Item no 1400_Material Number_39406942 , Item no 1500_Material Number_39406943 , Item no 1600_Material Number_39406944 , Item no 1700_Material Number_39406945 , Item no 1800_Material Number_39406946 , Item no 1900_Material Number_39406947 , Item no 2000_Material Number_39406948 , Item no 2100_Material Number_39406949 , Item no 2200_Material Number_39406959 , Item no 2300_Material Number_39406960 , Item no 2400_Material Number_39406961 , Item no 2500_Material Number_39406962 , Item no 2600_Material Number_39406963 |
| BOQ Title/बीओक्यू शीर्षक | Procurement of Steel Plates |
| Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) | 4500 Lakh (s) |

| Bid Details/बिड विवरण | |
|---|--|
| OEM Average Turnover (Last 3 Years)/मूल उपकरण निर्माता का औसत टर्नओवर (गत 3 वर्षों का) | 4500 Lakh (s) |
| MSE Exemption for Turnover/टर्नओवर के लिए एमएसई को छूट प्राप्त है | Yes |
| Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट | No |
| Document required from seller/विक्रेता से मांगे गए दस्तावेज़ | Bidder Turnover,Certificate (Requested in ATC),OEM Authorization Certificate,OEM Annual Turnover,Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC),Compliance of BoQ specification and supporting document *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer |
| Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया | No |
| ITC available to buyer/क्रेता के लिए उपलब्ध आईटीसी | Yes |
| Type of Bid/बिड का प्रकार | Two Packet Bid |
| Primary product category | Item no 100_Material Number_39406950 |
| Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय | 2 Days |
| Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM) | No |
| Payment Timelines | Payments shall be made to the Seller within 15 days of issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills (This is in supersession of 10 days time as provided in clause 12 of GeM GTC) |
| Evaluation Method/मूल्यांकन पद्धति | Total value wise evaluation |

EMD Detail/ईएमडी विवरण

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|-----------------------------|---------------------|
| Advisory Bank/एडवाइजरी बैंक | State Bank of India |
| EMD Amount/ईएमडी राशि | 1000000 |

ePBG Detail/ईपीबीजी विवरण

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|-----------------------------|---------------------|
| Advisory Bank/एडवाइजरी बैंक | State Bank of India |
|-----------------------------|---------------------|

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|--|------|
| ePBG Percentage(%) / ईपीबीजी प्रतिशत (%) | 5.00 |
| Duration of ePBG required (Months) / ईपीबीजी की अपेक्षित अवधि (महीने). | 22 |

(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने हैं। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।

(b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable./ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

Beneficiary/लाभार्थी :

GM(M)

Mumbai, Department of Defence Production, Mazagon Dock Shipbuilders Limited, Ministry of Defence
(General Manager Materials)

Splitting/विभाजन

Bid splitting not applied/बोली विभाजन लागू नहीं किया गया.

Reserved for Make In India products

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| Reserved for Make In India products | Yes |
|-------------------------------------|-----|

MSE Purchase Preference/एमएसई खरीद वरीयता

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|---|-----|
| MSE Purchase Preference/एमएसई खरीद वरीयता | Yes |
|---|-----|

1. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
2. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
3. OEM Turn Over Criteria: The minimum average annual financial turnover of the OEM of the offered product during the last three years, ending on 31st March of the previous financial year, should be as indicated in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the OEM is less than 3 year old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
4. Bid reserved for Make In India products: : Procurement under this bid is reserved for purchase from Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time

to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. However, eligible micro and small enterprises will be allowed to participate. The minimum local content to qualify as a class 1 local supplier is denoted in the bid document. All bidders must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which the bid is liable to be rejected. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020 . In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.

5. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for 100%(selected by Buyer) percentage of total QUANTITY. The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023

[OM No.1 4 2021_PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.

6. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

Item No 100_Material Number_39406950

(Minimum 50% Local Content required for qualifying as Class 1 Local Supplier)

Technical Specifications/तकनीकी विशिष्टियाँ

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|-------------------------------|---------------------------|
| Specification Document | View File |
| BOQ Detail Document | View File |

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

Input Tax Credit(ITC)/इनपुट कर क्रेडिट(आईटीसी) and/ तथा Reverse Charge(RCM)/रिवर्स प्रभार (आरसीएम) Details

| ITC on GST/जीएसटी पर इनपुट कर क्रेडिट | ITC on GST Cess/जीएसटी उपकर कर क्रेडिट |
|---------------------------------------|--|
| 100% | 100% |

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

| S.No./क्र. सं. | Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी | Address/पता | Quantity/मात्रा | Delivery Days/डिलीवरी के दिन |
|----------------|---|-------------|-----------------|------------------------------|
| 1 | ***** | *****Mumbai | 890190 | 240 |

Item No 200_Material Number_39406951

(Minimum 50% Local Content required for qualifying as Class 1 Local Supplier)

Technical Specifications/तकनीकी विशिष्टियाँ

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| BOQ Detail Document | View File |

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Input Tax Credit(ITC)/इनपुट कर क्रेडिट(आईटीसी) and/ तथा Reverse Charge(RCM)/रिवर्स प्रभार (आरसीएम) Details

| ITC on GST/जीएसटी पर इनपुट कर क्रेडिट | ITC on GST Cess/जीएसटी उपकर कर क्रेडिट |
|---------------------------------------|--|
| 100% | 100% |

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

| S.No./क्र. सं. | Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी | Address/पता | Quantity/मात्रा | Delivery Days/डिलीवरी के दिन |
|----------------|---|-------------|-----------------|------------------------------|
| 1 | ***** | *****Mumbai | 429550 | 240 |

Item No 300_Material Number_39406952

(Minimum 50% Local Content required for qualifying as Class 1 Local Supplier)

Technical Specifications/तकनीकी विशिष्टियाँ

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| Specification Document | View File |
| BOQ Detail Document | View File |

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Input Tax Credit(ITC)/इनपुट कर क्रेडिट(आईटीसी) and/ तथा Reverse Charge(RCM)/रिवर्स प्रभार (आरसीएम) Details

| ITC on GST/जीएसटी पर इनपुट कर क्रेडिट | ITC on GST Cess/जीएसटी उपकर कर क्रेडिट |
|---------------------------------------|--|
| 100% | 100% |

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

| S.No./क्र. सं. | Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी | Address/पता | Quantity/मात्रा | Delivery Days/डिलीवरी के दिन |
|----------------|---|-------------|-----------------|------------------------------|
| 1 | ***** | *****Mumbai | 60450 | 240 |

Item No 400_Material Number_39406953

(Minimum 50% Local Content required for qualifying as Class 1 Local Supplier)

Technical Specifications/तकनीकी विशिष्टियाँ

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| Specification Document | View File |
| BOQ Detail Document | View File |

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

Input Tax Credit(ITC)/इनपुट कर क्रेडिट(आईटीसी) and/ तथा Reverse Charge(RCM)/रिवर्स प्रभार (आरसीएम) Details

| ITC on GST/जीएसटी पर इनपुट कर क्रेडिट | ITC on GST Cess/जीएसटी उपकर कर क्रेडिट |
|---------------------------------------|--|
| 100% | 100% |

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

| S.No./क्र. सं. | Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी | Address/पता | Quantity/मात्रा | Delivery Days/डिलीवरी के दिन |
|----------------|---|-------------|-----------------|------------------------------|
| 1 | ***** | *****Mumbai | 1370300 | 240 |

Item No 500_Material Number_39406954

(Minimum 50% Local Content required for qualifying as Class 1 Local Supplier)

Technical Specifications/तकनीकी विशिष्टियाँ

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| Specification Document | View File |
| BOQ Detail Document | View File |

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Input Tax Credit(ITC)/इनपुट कर क्रेडिट(आईटीसी) and/ तथा Reverse Charge(RCM)/रिवर्स प्रभार (आरसीएम) Details

| ITC on GST/जीएसटी पर इनपुट कर क्रेडिट | ITC on GST Cess/जीएसटी उपकर कर क्रेडिट |
|---------------------------------------|--|
| 100% | 100% |

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

| S.No./क्र. सं. | Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी | Address/पता | Quantity/मात्रा | Delivery Days/डिलीवरी के दिन |
|----------------|---|-------------|-----------------|------------------------------|
| 1 | ***** | *****Mumbai | 279770 | 240 |

Item No 600_Material Number_39406955

(Minimum 50% Local Content required for qualifying as Class 1 Local Supplier)

Technical Specifications/तकनीकी विशिष्टियाँ

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| Specification Document | View File |
| BOQ Detail Document | View File |

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

Input Tax Credit(ITC)/इनपुट कर क्रेडिट(आईटीसी) and/ तथा Reverse Charge(RCM)/रिवर्स प्रभार (आरसीएम) Details

| ITC on GST/जीएसटी पर इनपुट कर क्रेडिट | ITC on GST Cess/जीएसटी उपकर कर क्रेडिट |
|---------------------------------------|--|
| 100% | 100% |

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

| S.No./क्र. सं. | Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी | Address/पता | Quantity/मात्रा | Delivery Days/डिलीवरी के दिन |
|----------------|---|-------------|-----------------|------------------------------|
| 1 | ***** | *****Mumbai | 1380030 | 240 |

Item No 700_Material Number_39406911

(Minimum 50% Local Content required for qualifying as Class 1 Local Supplier)

Technical Specifications/तकनीकी विशिष्टियाँ

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| Specification Document | View File |
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Input Tax Credit(ITC)/इनपुट कर क्रेडिट(आईटीसी) and/ तथा Reverse Charge(RCM)/रिवर्स प्रभार (आरसीएम) Details

| ITC on GST/जीएसटी पर इनपुट कर क्रेडिट | ITC on GST Cess/जीएसटी उपकर कर क्रेडिट |
|---------------------------------------|--|
| 100% | 100% |

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

| S.No./क्र. सं. | Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी | Address/पता | Quantity/मात्रा | Delivery Days/डिलीवरी के दिन |
|----------------|---|-------------|-----------------|------------------------------|
| 1 | ***** | *****Mumbai | 1029140 | 240 |

Item No 800_Material Number_39406914

(Minimum 50% Local Content required for qualifying as Class 1 Local Supplier)

Technical Specifications/तकनीकी विशिष्टियाँ

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Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

Input Tax Credit(ITC)/इनपुट कर क्रेडिट(आईटीसी) and/ तथा Reverse Charge(RCM)/रिवर्स चार्ज (आरसीएम) Details

| ITC on GST/जीएसटी पर इनपुट कर क्रेडिट | ITC on GST Cess/जीएसटी उपकर कर क्रेडिट |
|---------------------------------------|--|
| 100% | 100% |

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

| S.No./क्र. सं. | Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी | Address/पता | Quantity/मात्रा | Delivery Days/डिलीवरी के दिन |
|----------------|---|-------------|-----------------|------------------------------|
| 1 | ***** | *****Mumbai | 70000 | 240 |

Item No 900_Material Number_39406915

(Minimum 50% Local Content required for qualifying as Class 1 Local Supplier)

Technical Specifications/तकनीकी विशिष्टियाँ

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| BOQ Detail Document | View File |

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

Input Tax Credit(ITC)/इनपुट कर क्रेडिट(आईटीसी) and/ तथा Reverse Charge(RCM)/रिवर्स प्रभार (आरसीएम) Details

| ITC on GST/जीएसटी पर इनपुट कर क्रेडिट | ITC on GST Cess/जीएसटी उपकर कर क्रेडिट |
|---------------------------------------|--|
| 100% | 100% |

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

| S.No./क्र. सं. | Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी | Address/पता | Quantity/मात्रा | Delivery Days/डिलीवरी के दिन |
|----------------|---|-------------|-----------------|------------------------------|
| 1 | ***** | *****Mumbai | 58880 | 240 |

Item No 1000_Material Number_39406917

(Minimum 50% Local Content required for qualifying as Class 1 Local Supplier)

Technical Specifications/तकनीकी विशिष्टियाँ

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Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

Input Tax Credit(ITC)/इनपुट कर क्रेडिट(आईटीसी) and/ तथा Reverse Charge(RCM)/रिवर्स प्रभार (आरसीएम) Details

| ITC on GST/जीएसटी पर इनपुट कर क्रेडिट | ITC on GST Cess/जीएसटी उपकर कर क्रेडिट |
|---------------------------------------|--|
| 100% | 100% |

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

| S.No./क्र. सं. | Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी | Address/पता | Quantity/मात्रा | Delivery Days/डिलीवरी के दिन |
|----------------|---|-------------|-----------------|------------------------------|
| 1 | ***** | *****Mumbai | 31400 | 240 |

Item No 1100_Material Number_39406956

(Minimum 50% Local Content required for qualifying as Class 1 Local Supplier)

Technical Specifications/तकनीकी विशिष्टियाँ

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| Specification Document | View File |
| BOQ Detail Document | View File |

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

Input Tax Credit(ITC)/इनपुट कर क्रेडिट(आईटीसी) and/ तथा Reverse Charge(RCM)/रिवर्स चार्ज (आरसीएम) Details

| ITC on GST/जीएसटी पर इनपुट कर क्रेडिट | ITC on GST Cess/जीएसटी उपकर कर क्रेडिट |
|---------------------------------------|--|
| 100% | 100% |

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

| S.No./क्र. सं. | Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी | Address/पता | Quantity/मात्रा | Delivery Days/डिलीवरी के दिन |
|----------------|---|-------------|-----------------|------------------------------|
| 1 | ***** | *****Mumbai | 550130 | 240 |

Item No 1200_Material Number_39406957

(Minimum 50% Local Content required for qualifying as Class 1 Local Supplier)

Technical Specifications/तकनीकी विशिष्टियाँ

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| Specification Document | View File |
| BOQ Detail Document | View File |

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

Input Tax Credit(ITC)/इनपुट कर क्रेडिट(आईटीसी) and/ तथा Reverse Charge(RCM)/रिवर्स प्रभार (आरसीएम) Details

| ITC on GST/जीएसटी पर इनपुट कर क्रेडिट | ITC on GST Cess/जीएसटी उपकर कर क्रेडिट |
|---------------------------------------|--|
| 100% | 100% |

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

| S.No./क्र. सं. | Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी | Address/पता | Quantity/मात्रा | Delivery Days/डिलीवरी के दिन |
|----------------|---|-------------|-----------------|------------------------------|
| 1 | ***** | *****Mumbai | 890190 | 240 |

Item No 1300_Material Number_39406958

(Minimum 50% Local Content required for qualifying as Class 1 Local Supplier)

Technical Specifications/तकनीकी विशिष्टियाँ

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| Specification Document | View File |
| BOQ Detail Document | View File |

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

Input Tax Credit(ITC)/इनपुट कर क्रेडिट(आईटीसी) and/ तथा Reverse Charge(RCM)/रिवर्स प्रभार (आरसीएम) Details

| ITC on GST/जीएसटी पर इनपुट कर क्रेडिट | ITC on GST Cess/जीएसटी उपकर कर क्रेडिट |
|---------------------------------------|--|
| 100% | 100% |

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

| S.No./क्र. सं. | Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी | Address/पता | Quantity/मात्रा | Delivery Days/डिलीवरी के दिन |
|----------------|---|-------------|-----------------|------------------------------|
| 1 | ***** | *****Mumbai | 1879290 | 240 |

Item No 1400_Material Number_39406942

(Minimum 50% Local Content required for qualifying as Class 1 Local Supplier)

Technical Specifications/तकनीकी विशिष्टियाँ

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| Specification Document | View File |
| BOQ Detail Document | View File |

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

Input Tax Credit(ITC)/इनपुट कर क्रेडिट(आईटीसी) and/ तथा Reverse Charge(RCM)/रिवर्स चार्ज (आरसीएम) Details

| ITC on GST/जीएसटी पर इनपुट कर क्रेडिट | ITC on GST Cess/जीएसटी उपकर कर क्रेडिट |
|---------------------------------------|--|
| 100% | 100% |

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

| S.No./क्र. सं. | Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी | Address/पता | Quantity/मात्रा | Delivery Days/डिलीवरी के दिन |
|----------------|---|-------------|-----------------|------------------------------|
| 1 | ***** | *****Mumbai | 160610 | 240 |

Item No 1500_Material Number_39406943

(Minimum 50% Local Content required for qualifying as Class 1 Local Supplier)

Technical Specifications/तकनीकी विशिष्टियाँ

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| Specification Document | View File |
| BOQ Detail Document | View File |

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

Input Tax Credit(ITC)/इनपुट कर क्रेडिट(आईटीसी) and/ तथा Reverse Charge(RCM)/रिवर्स प्रभार (आरसीएम) Details

| ITC on GST/जीएसटी पर इनपुट कर क्रेडिट | ITC on GST Cess/जीएसटी उपकर कर क्रेडिट |
|---------------------------------------|--|
| 100% | 100% |

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

| S.No./क्र. सं. | Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी | Address/पता | Quantity/मात्रा | Delivery Days/डिलीवरी के दिन |
|----------------|---|-------------|-----------------|------------------------------|
| 1 | ***** | *****Mumbai | 2661150 | 240 |

Item No 1600_Material Number_39406944

(Minimum 50% Local Content required for qualifying as Class 1 Local Supplier)

Technical Specifications/तकनीकी विशिष्टियाँ

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| Specification Document | View File |
| BOQ Detail Document | View File |

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

Input Tax Credit(ITC)/इनपुट कर क्रेडिट(आईटीसी) and/ तथा Reverse Charge(RCM)/रिवर्स प्रभार (आरसीएम) Details

| ITC on GST/जीएसटी पर इनपुट कर क्रेडिट | ITC on GST Cess/जीएसटी उपकर कर क्रेडिट |
|---------------------------------------|--|
| 100% | 100% |

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

| S.No./क्र. सं. | Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी | Address/पता | Quantity/मात्रा | Delivery Days/डिलीवरी के दिन |
|----------------|---|-------------|-----------------|------------------------------|
| 1 | ***** | *****Mumbai | 709250 | 240 |

Item No 1700_Material Number_39406945

(Minimum 50% Local Content required for qualifying as Class 1 Local Supplier)

Technical Specifications/तकनीकी विशिष्टियाँ

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| Specification Document | View File |
| BOQ Detail Document | View File |

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

Input Tax Credit(ITC)/इनपुट कर क्रेडिट(आईटीसी) and/ तथा Reverse Charge(RCM)/रिवर्स प्रभार (आरसीएम) Details

| ITC on GST/जीएसटी पर इनपुट कर क्रेडिट | ITC on GST Cess/जीएसटी उपकर कर क्रेडिट |
|---------------------------------------|--|
| 100% | 100% |

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

| S.No./क्र. सं. | Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी | Address/पता | Quantity/मात्रा | Delivery Days/डिलीवरी के दिन |
|----------------|---|-------------|-----------------|------------------------------|
| 1 | ***** | *****Mumbai | 928660 | 240 |

Item No 1800_Material Number_39406946

(Minimum 50% Local Content required for qualifying as Class 1 Local Supplier)

Technical Specifications/तकनीकी विशिष्टियाँ

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| Specification Document | View File |
| BOQ Detail Document | View File |

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

Input Tax Credit(ITC)/इनपुट कर क्रेडिट(आईटीसी) and/ तथा Reverse Charge(RCM)/रिवर्स प्रभार (आरसीएम) Details

| ITC on GST/जीएसटी पर इनपुट कर क्रेडिट | ITC on GST Cess/जीएसटी उपकर कर क्रेडिट |
|---------------------------------------|--|
| 100% | 100% |

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

| S.No./क्र. सं. | Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी | Address/पता | Quantity/मात्रा | Delivery Days/डिलीवरी के दिन |
|----------------|---|-------------|-----------------|------------------------------|
| 1 | ***** | *****Mumbai | 2449200 | 240 |

Item No 1900_Material Number_39406947

(Minimum 50% Local Content required for qualifying as Class 1 Local Supplier)

Technical Specifications/तकनीकी विशिष्टियाँ

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| Specification Document | View File |
| BOQ Detail Document | View File |

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

Input Tax Credit(ITC)/इनपुट कर क्रेडिट(आईटीसी) and/ तथा Reverse Charge(RCM)/रिवर्स प्रभार (आरसीएम) Details

| ITC on GST/जीएसटी पर इनपुट कर क्रेडिट | ITC on GST Cess/जीएसटी उपकर कर क्रेडिट |
|---------------------------------------|--|
| 100% | 100% |

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

| S.No./क्र. सं. | Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी | Address/पता | Quantity/मात्रा | Delivery Days/डिलीवरी के दिन |
|----------------|---|-------------|-----------------|------------------------------|
| 1 | ***** | *****Mumbai | 841520 | 240 |

Item No 2000_Material Number_39406948

(Minimum 50% Local Content required for qualifying as Class 1 Local Supplier)

Technical Specifications/तकनीकी विशिष्टियाँ

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| Specification Document | View File |
| BOQ Detail Document | View File |

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

Input Tax Credit(ITC)/इनपुट कर क्रेडिट(आईटीसी) and/ तथा Reverse Charge(RCM)/रिवर्स प्रभार (आरसीएम) Details

| ITC on GST/जीएसटी पर इनपुट कर क्रेडिट | ITC on GST Cess/जीएसटी उपकर कर क्रेडिट |
|---------------------------------------|--|
| 100% | 100% |

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

| S.No./क्र. सं. | Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी | Address/पता | Quantity/मात्रा | Delivery Days/डिलीवरी के दिन |
|----------------|---|-------------|-----------------|------------------------------|
| 1 | ***** | *****Mumbai | 360320 | 240 |

Item No 2100_Material Number_39406949

(Minimum 50% Local Content required for qualifying as Class 1 Local Supplier)

Technical Specifications/तकनीकी विशिष्टियाँ

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|------------------------|---------------------------|
| Specification Document | View File |
| BOQ Detail Document | View File |

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

Input Tax Credit(ITC)/इनपुट कर क्रेडिट(आईटीसी) and/ तथा Reverse Charge(RCM)/रिवर्स प्रभार (आरसीएम) Details

| ITC on GST/जीएसटी पर इनपुट कर क्रेडिट | ITC on GST Cess/जीएसटी उपकर कर क्रेडिट |
|---------------------------------------|--|
| 100% | 100% |

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

| S.No./क्र. सं. | Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी | Address/पता | Quantity/मात्रा | Delivery Days/डिलीवरी के दिन |
|----------------|---|-------------|-----------------|------------------------------|
| 1 | ***** | *****Mumbai | 51030 | 240 |

Item No 2200_Material Number_39406959

(Minimum 50% Local Content required for qualifying as Class 1 Local Supplier)

Technical Specifications/तकनीकी विशिष्टियाँ

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| Specification Document | View File |
| BOQ Detail Document | View File |

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

Input Tax Credit(ITC)/इनपुट कर क्रेडिट(आईटीसी) and/ तथा Reverse Charge(RCM)/रिवर्स प्रभार (आरसीएम) Details

| ITC on GST/जीएसटी पर इनपुट कर क्रेडिट | ITC on GST Cess/जीएसटी उपकर कर क्रेडिट |
|---------------------------------------|--|
| 100% | 100% |

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

| S.No./क्र. सं. | Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी | Address/पता | Quantity/मात्रा | Delivery Days/डिलीवरी के दिन |
|----------------|---|-------------|-----------------|------------------------------|
| 1 | ***** | *****Mumbai | 141300 | 240 |

Item No 2300_Material Number_39406960

(Minimum 50% Local Content required for qualifying as Class 1 Local Supplier)

Technical Specifications/तकनीकी विशिष्टियाँ

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| Specification Document | View File |
| BOQ Detail Document | View File |

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

Input Tax Credit(ITC)/इनपुट कर क्रेडिट(आईटीसी) and/ तथा Reverse Charge(RCM)/रिवर्स प्रभार (आरसीएम) Details

| ITC on GST/जीएसटी पर इनपुट कर क्रेडिट | ITC on GST Cess/जीएसटी उपकर कर क्रेडिट |
|---------------------------------------|--|
| 100% | 100% |

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

| S.No./क्र. सं. | Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी | Address/पता | Quantity/मात्रा | Delivery Days/डिलीवरी के दिन |
|----------------|---|-------------|-----------------|------------------------------|
| 1 | ***** | *****Mumbai | 471000 | 240 |

Item No 2400_Material Number_39406961

(Minimum 50% Local Content required for qualifying as Class 1 Local Supplier)

Technical Specifications/तकनीकी विशिष्टियाँ

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| Specification Document | View File |
| BOQ Detail Document | View File |

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

Input Tax Credit(ITC)/इनपुट कर क्रेडिट(आईटीसी) and/ तथा Reverse Charge(RCM)/रिवर्स प्रभार (आरसीएम) Details

| ITC on GST/जीएसटी पर इनपुट कर क्रेडिट | ITC on GST Cess/जीएसटी उपकर कर क्रेडिट |
|---------------------------------------|--|
| 100% | 100% |

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

| S.No./क्र. सं. | Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी | Address/पता | Quantity/मात्रा | Delivery Days/डिलीवरी के दिन |
|----------------|---|-------------|-----------------|------------------------------|
| 1 | ***** | *****Mumbai | 635850 | 240 |

Item No 2500_Material Number_39406962

(Minimum 50% Local Content required for qualifying as Class 1 Local Supplier)

Technical Specifications/तकनीकी विशिष्टियाँ

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| Specification Document | View File |
| BOQ Detail Document | View File |

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

Input Tax Credit(ITC)/इनपुट कर क्रेडिट(आईटीसी) and/ तथा Reverse Charge(RCM)/रिवर्स प्रभार (आरसीएम) Details

| ITC on GST/जीएसटी पर इनपुट कर क्रेडिट | ITC on GST Cess/जीएसटी उपकर कर क्रेडिट |
|---------------------------------------|--|
| 100% | 100% |

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

| S.No./क्र. सं. | Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी | Address/पता | Quantity/मात्रा | Delivery Days/डिलीवरी के दिन |
|----------------|---|-------------|-----------------|------------------------------|
| 1 | ***** | *****Mumbai | 439600 | 240 |

Item No 2600_Material Number_39406963

(Minimum 50% Local Content required for qualifying as Class 1 Local Supplier)

Technical Specifications/तकनीकी विशिष्टियाँ

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| Specification Document | View File |
| BOQ Detail Document | View File |

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

Input Tax Credit(ITC)/इनपुट कर क्रेडिट(आईटीसी) and/ तथा Reverse Charge(RCM)/रिवर्स प्रभार (आरसीएम) Details

| ITC on GST/जीएसटी पर इनपुट कर क्रेडिट | ITC on GST Cess/जीएसटी उपकर कर क्रेडिट |
|---------------------------------------|--|
| 100% | 100% |

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

| S.No./क्र. सं. | Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी | Address/पता | Quantity/मात्रा | Delivery Days/डिलीवरी के दिन |
|----------------|---|-------------|-----------------|------------------------------|
| 1 | ***** | *****Mumbai | 105500 | 240 |

Buyer Added Bid Specific Terms and Conditions/क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें

1. Generic

Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regards. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.

2. Generic

Bidder shall submit the following documents along with their bid for Vendor Code Creation:

- a. Copy of PAN Card.
- b. Copy of GSTIN.
- c. Copy of Cancelled Cheque.
- d. Copy of EFT Mandate duly certified by Bank.

3. **Generic**

Buyer Organization specific Integrity Pact shall have to be complied by all bidders. Bidders shall have to upload scanned copy of signed integrity pact as per Buyer organizations policy along with bid. [Click here to view the file](#)

4. **Generic**

Data Sheet of the product(s) offered in the bid, are to be uploaded along with the bid documents. Buyers can match and verify the Data Sheet with the product specifications offered. In case of any unexplained mismatch of technical parameters, the bid is liable for rejection.

5. **Generic**

Manufacturer Authorization:Wherever Authorised Distributors/service providers are submitting the bid, Authorisation Form /Certificate with OEM/Original Service Provider details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid

6. **Generic**

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 50 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 50% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

7. **Generic**

Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only.

8. **Generic**

1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.

9. **Generic**

Without prejudice to Buyer's right to price adjustment by way of discount or any other right or remedy available to Buyer, Buyer may terminate the Contract or any part thereof by a written notice to the Seller, if:

- i) The Seller fails to comply with any material term of the Contract.
- ii) The Seller informs Buyer of its inability to deliver the Material(s) or any part thereof within the stipulated Delivery Period or such inability otherwise becomes apparent.
- iii) The Seller fails to deliver the Material(s) or any part thereof within the stipulated Delivery Period and/or to replace/rectify any rejected or defective Material(s) promptly.
- iv) The Seller becomes bankrupt or goes into liquidation.
- v) The Seller makes a general assignment for the benefit of creditors.
- vi) A receiver is appointed for any substantial property owned by the Seller.
- vii) The Seller has misrepresented to Buyer, acting on which misrepresentation Buyer has placed the

Purchase Order on the Seller.

10. **Generic**

While generating invoice in GeM portal, the seller must upload scanned copy of GST invoice and the screenshot of GST portal confirming payment of GST.

11. **Warranty**

Warranty period of the supplied products shall be 1 years from the date of final acceptance of goods or after completion of installation, commissioning & testing of goods (if included in the scope of supply), at consignee location. OEM Warranty certificates must be submitted by Successful Bidder at the time of delivery of Goods. The seller should guarantee the rectification of goods in case of any break down during the guarantee period. Seller should have well established Installation, Commissioning, Training, Troubleshooting and Maintenance Service group in INDIA for attending the after sales service. Details of Service Centres near consignee destinations are to be uploaded along with the bid.

12. **Forms of EMD and PBG**

Bidders can also submit the EMD with Payment online through RTGS / internet banking in Beneficiary name

Mazagon Dock Shipbuilders Limited
Account No.
10005255246
IFSC Code
SBIN0009054
Bank Name
State Bank of India
Branch address
Mazagon Dock Mumbai Branch

. Bidder to indicate bid number and name of bidding entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer along with bid.

13. **Forms of EMD and PBG**

Successful Bidder can submit the Performance Security in the form of Payment online through RTGS / internet banking also (besides PBG which is allowed as per GeM GTC). On-line payment shall be in Beneficiary name

Mazagon Dock Shipbuilders Limited
Account No.
10005255246
IFSC Code
SBIN0009054
Bank Name
State Bank of India
Branch address
Mazagon Dock Mumbai Branch

. Successful Bidder to indicate Contract number and name of Seller entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer in place of PBG within 15 days of award of contract.

14. **Buyer Added Bid Specific ATC**

Buyer uploaded ATC document [Click here to view the file.](#)

Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses

on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. Any clause(s) incorporated by the Buyer regarding following shall be treated as null and void and would not be considered as part of bid:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process.
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

[This Bid is also governed by the General Terms and Conditions/ यह बिड सामान्य शर्तों के अंतर्गत भी शासित है](#)

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो।बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।

---Thank You/धन्यवाद---

DETAILED TECHNICAL SPECIFICATION

| Item SR No. | Item Title | Item Description | Item Quantity | Unit of Measure |
|-------------|--|--|---------------|-----------------|
| 100 | Item no 100 (Material No. 39406950) | Plate DNV Grade 'A', 05*1250*10000 Plate DNV grade 'A', 05*1250*10000 MM, WITH MILL/ACCREDITED/GOVT LAB TC Weight(KG) per plate =491 KG Qty. Reqd. = 1814 Nos | 890190 | KG |
| 200 | Item no 200 (Material No. 39406951) | Plate DNV Grade 'A', 06*1500*10000 Plate DNV grade 'A', 06*1500*10000 MM, WITH MILL/ACCREDITED/GOVT LAB TC Weight (KG) per plate =707 KG Qty. Reqd. = 608 Nos | 429550 | KG |
| 300 | Item no 300 (Material No. 39406952) | Plate DNV Grade 'A', 07*1500*10000 Plate DNV grade 'A', 07*1500*10000 MM, WITH MILL/ACCREDITED/GOVT LAB TC Weight (KG) per plate =824 KG Qty. Reqd. = 73 Nos | 60450 | KG |
| 400 | Item no 400 (Material No. 39406953) | Plate DNV Grade 'A',08*1500*10000 Plate DNV grade 'A', 08*1500*10000 MM, WITH MILL/ACCREDITED/GOVT LAB TC Weight(KG) per plate =942 KG Qty. Reqd. = 1455 Nos | 1370300 | KG |
| 500 | Item no 500 (Material No. 39406954) | Plate DNV Grade 'A',09*1500*10000 Plate DNV grade 'A', 09*1500*10000 MM, WITH MILL/ACCREDITED/GOVT LAB TC Weight(KG) per plate =1060 KG Qty. Reqd. = 264 Nos | 279770 | KG |
| 600 | Item no 600 (Material No. 39406955) | Plate DNV grade'A',10*1500*10000 Plate DNV Grade 'A', 10*1500*10000 MM, WITH MILL/ACCREDITED/GOVT LAB TC Weight(KG) per plate =1178 KG Qty. Reqd. = 1172 Nos | 1380030 | KG |
| 700 | Item no 700 (Material No.39406911) | PLATE, STEEL, DNV CLASS A, 12*2500*10000 MM, WITH MILL/ACCREDITED/GOVT LAB TC Weight(KG) per plate =2355 KG Qty. Reqd. = 437 Nos | 1029140 | KG |

| | | | | |
|------|---|--|---------|----|
| 800 | Item no 800 (Material No.39406914) | PLATE, STEEL, DNV CLASS A, 14*2500*10000 MM, WITH MILL/ACCREDITED/GOVT LAB TC Weight(KG) per plate =2748 KG Qty. Reqd. = 25 Nos | 70000 | KG |
| 900 | Item no 900 (Material No. 39406915) | PLATE, STEEL, DNV CLASS A, 15*2500*10000 MM, WITH MILL/ACCREDITED/GOVT LAB TC Weight (KG) per plate =2944 KG Qty. Reqd. = 20 Nos | 58880 | KG |
| 1000 | Item no 1000 (Material No. 39406917) | PLATE, STEEL, DNV CLASS A, 16*2500*10000 MM, WITH MILL/ACCREDITED/GOVT LAB TC Weight(KG) per plate =3140 KG Qty. Reqd. = 10 Nos | 31400 | KG |
| 1100 | Item no 1100 (Material No. 39406956) | Plate DNV Grade 'AH36',08*1500*10000 Plate DNV grade 'AH36', 08*1500*10000MM, WITH MILL/ACCREDITED/GOVT LAB TC Weight(KG) per plate =942 KG Qty. Reqd. = 584 Nos | 550130 | KG |
| 1200 | Item no 1200 (Material No. 39406957) | Plate DNV Grade 'AH36',09*1500*10000 Plate DNV grade 'AH36', 09*1500*10000MM, WITH MILL/ACCREDITED/GOVT LAB TC Weight(KG) per plate =1060 KG Qty. Reqd. = 840 Nos | 890190 | KG |
| 1300 | Item no 1300 (Material No. 39406958) | Plate DNV Grade 'AH36',10*1500*10000 Plate DNV grade 'AH36', 10*1500*10000MM, WITH MILL/ACCREDITED/GOVT LAB TC Weight(KG) per plate =1178 KG Qty. Reqd. = 1596 Nos | 1879290 | KG |
| 1400 | Item no 1400 (Material No. 39406942) | Plate DNV Grade 'AH36', 11*2000*10000MM, WITH MILL/ACCREDITED/GOVT LAB TC Weight(KG) per plate =1727 KG Qty. Reqd. = 93 Nos | 160610 | KG |

| | | | | |
|------|---|--|---------|----|
| 1500 | Item no 1500 (Material No. 39406943) | Plate DNV Grade 'AH36', 12*2500*10000MM, WITH MILL/ACCREDITED/GOVT LAB TC Weight(KG) per plate =2355 KG Qty. Reqd. = 1130 Nos | 2661150 | KG |
| 1600 | Item no 1600 (Material No. 39406944) | Plate DNV grade 'AH36', 13*2500*10000MM, WITH MILL/ACCREDITED/GOVT LAB TC Weight(KG) per plate =2551.25 KG Qty. Reqd. = 278 Nos | 709250 | KG |
| 1700 | Item no 1700 (Material No. 39406945) | Plate DNV grade 'AH36', 14*2500*10000MM, WITH MILL/ACCREDITED/GOVT LAB TC Weight(KG) per plate =2748 KG Qty. Reqd. = 338 Nos | 928660 | KG |
| 1800 | Item no 1800 (Material No. 39406946) | Plate DNV grade 'AH36', 15*2500*10000MM, WITH MILL/ACCREDITED/GOVT LAB TC Weight(KG) per plate =2943.75 KG Qty. Reqd. = 832 Nos | 2449200 | KG |
| 1900 | Item no 1900 (Material No. 39406947) | Plate DNV grade 'AH36', 16*2500*10000MM, WITH MILL/ACCREDITED/GOVT LAB TC Weight(KG) per plate =3140 KG Qty. Reqd. = 268 Nos | 841520 | KG |
| 2000 | Item no 2000 (Material No. 39406948) | Plate DNV grade 'AH36', 18*2500*10000MM, WITH MILL/ACCREDITED/GOVT LAB TC Weight(KG) per plate =3532.5 KG Qty. Reqd. = 102 Nos | 360320 | KG |
| 2100 | Item no 2100 (Material No. 39406949) | Plate DNV grade 'AH36', 20*2500*10000MM, WITH MILL/ACCREDITED/GOVT LAB TC Weight(KG) per plate =3925 KG Qty. Reqd. = 13 Nos | 51030 | KG |
| 2200 | Item no 2200 (Material No. 39406959) | Plate ABS Grade 'AH36',04*1250*4000 Plate ABS grade 'AH36', 04*1250*4000MM, WITH MILL/ACCREDITED/GOVT LAB TC Weight(KG) per plate =157 KG Qty. Reqd. = 900 Nos | 141300 | KG |

| | | | | |
|------|---|--|--------|----|
| 2300 | Item no 2300 (Material No. 39406960) | Plate ABS Grade 'AH36',05*1250*10000 Plate ABS grade 'AH36', 05*1250*10000MM, WITH MILL/ACCREDITED/GOVT LAB TC Weight(KG) per plate =491 KG Qty. Reqd. = 960 Nos | 471000 | KG |
| 2400 | Item no 2400 (Material No. 39406961) | Plate ABS Grade 'AH36',06*1500*10000 Plate ABS grade 'AH36', 06*1500*10000MM, WITH MILL/ACCREDITED/GOVT LAB TC Weight(KG) per plate =707 KG Qty. Reqd. = 900 Nos | 635850 | KG |
| 2500 | Item no 2500 (Material No. 39406962) | Plate ABS Grade 'AH36',8*2000*10000 Plate ABS grade 'AH36', 8*2000*10000MM, WITH MILL/ACCREDITED/GOVT LAB TC Weight(KG) per plate =1256 KG Qty. Reqd. = 350 Nos | 439600 | KG |
| 2600 | Item no 2600 (Material No. 39406963) | Plate ABS Grade 'AH36',12*2000*10000 Plate ABS grade 'AH36', 12*2000*10000MM, WITH MILL/ACCREDITED/GOVT LAB TC Weight(KG) per plate =1884 KG Qty. Reqd. = 56 Nos | 105500 | KG |

MAZAGON DOCK SHIPBUILDERS LIMITED



TECHNICAL SPECIFICATION FOR MANUFACTURE AND SUPPLY OF STEEL PLATES

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CHECKED BY:

NAME : Rupesh Shrivastava

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APPROVED/VERIFIED BY:

NAME : V. S. Wagh

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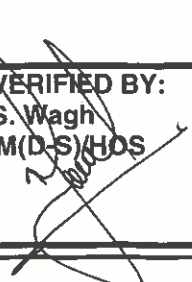
**Specifications for Supply of Steel
Plates**

TSP No. 0116-03
DATE: 09 Jan. 2024
Rev- 00
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| REV. NO. | REV. DATE | DESCRIPTION | AUTHORITY | SIGN |
|----------|--------------|-------------|-----------|------|
| 0 | 09 Jan. 2024 | First Issue | MDL | |

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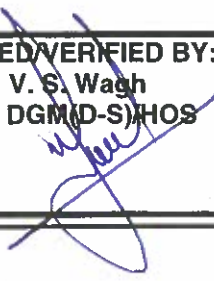
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1. **PREAMBLE**

1.1 This document covers the technical requirements for supply of steel plates for MPV, FPV & TS/NGOPV.

1.2 The supplier shall not alter the scope of supply or any other aspect governed by this document, without specific concurrence from MDL, even if any other authority (Inspection authority or their resident inspector etc.) seek such alterations.

2. **GOVERNING SPECIFICATIONS:** Steel shall be manufactured and supplied as per the following specifications:

2.1 DNV OR ABS Rules for Materials as per Para 8.

3. **SCOPE OF SUPPLY:** Steel Plates of Grade 'A' and 'AH36' shall be supplied as follows:

| | Thickness Range | Description | Material Specification | Location of Delivery | Quantity per ship set |
|----|-----------------|---------------------|------------------------|--|-----------------------|
| a) | 5 to 16 mm | Steel Plates/Sheets | 'A' | M/s.Mazagon Dock Shipbuilders Limited,Anik Chembur Store, Mumbai | As per Para (8.2) |
| b) | 4 to 20 mm | Steel Plates/Sheets | 'AH36' | M/s. Mazagon Dock Shipbuilders Limited, Anik Chembur Store, Mumbai | As per para (8.2) |

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4. **MANUFACTURING OF STEEL PLATES:** The manufacturing process of the steel plates shall be as per Rules for Materials specified in Para 8 against quantities.

4.1 Thickness Tolerances- As per Class specified.

4.2 Surface Finish - As per Class specified.

4.3 Acceptance criteria - As per Class specified.

5. **INSPECTION OF STEEL PLATES:**

5.1 Inspection Authority and inspection stages: The Inspection and certification of the steel plates shall have three stages. These inspections shall cover the process, product, quality and quantities as detailed below:

| | Stage | Authority | Documentation | Remarks |
|----|---|---------------------------------|--|---|
| a) | Steel making process at the Mill | DNV/ABS Class (Refer Para 8.2). | Mill TC duly certified by class. | Chemical (Ladle analysis) Mechanical properties etc as per Class rule. |
| b) | Finished Final product | DNV/ABS Class (Refer Para 8.2). | Certificates as per Para (6) of the TSP for every Lot supplied | Test and inspection reports by the Class. |
| c) | Finished product on receipt at MDL Stores | MDL SQC at MDL | Inspection report | Visual inspection of surface quality, dimensions and quantities. The inspection report shall be binding for rectification /replacement by manufacturer. |

6. **TEST CERTIFICATES:**

6.1 Certification by the Steel Manufacturer: The steel plates shall be supplied with Steel Manufacturer's Mill Test Certificates, which are duly certified by the Class.

6.2 The certificate shall state the process of manufacture, steel grade and results of Ladle Analysis and each of the mechanical tests applicable to the Material as per relevant part of the Class (refer para 2.1 above. The Certificates shall also indicate the numbers or identification marks of the casts/heat to which

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the plates belong to and the same shall correspond with the numbers marked on the steel plates being supplied. The test certificates accompanying the consignment must confirm that the steel plates supplied, fully meets the specifications and the supplied documents must tally with the material received in totality.

6.3 The copy of the Mill Test Certificates duly certified by respective Shipbuilding Class' shall be submitted to MDL prior to receipt of Steel consignment at the MDL stores and same to be dispatch along with consignment. The original copy of the same shall accompany the consignment also. The copy of Test certificate shall be submitted along with invoice.

6.4 Certification by Shipbuilding Class: The certification of plates/sheets shall be done by the Class. The inspection call to Class as mentioned in Para 8 shall be forwarded at least 15 days prior to the inspection date. The scope of inspection and testing shall be as per relevant Part of the Class, which includes inter-alia the following:

- (i) Review of chemical composition (Ladle analysis)
- (ii) Witnessing of tensile, bend and impact tests of samples offered by the manufacturer
- (iii) Witnessing of any other tests as required in the governing specifications
- (iv) Review of reports of surface inspection, dimensions and flatness
- (v) Review of ultrasonic testing records
- (vi) Stamping of plates/sheets at final stage
- (vii) Endorsement of all test reports

A copy of the all the above certificates by the Certification agency specified in Para 8 shall be submitted to MDL along with the original Mill Test Certificates.

7. IDENTIFICATION/PACKING AND FORWARDING :

All finished products are to be correctly identified and are to be legibly marked with the following information without double markings:

7.1 Each plate thickness above 10 mm shall be hard stamped by the class post rolling as applicable. The hard stamped marking shall be clearly legible at the time of receipt inspection.

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7.2 Marking on each plate (for all thicknesses):

(a) Continuous inkjet marking or stenciling or Laser marking: In addition to class stamp, each plate shall be marked at one place each on the plate at a distance of 16 mm from the edge of the plate, in a color contrasting on the steel surface, so that the markings are clearly visible. The marking shall be as follows:

- i. Heat number
- ii. Batch number of the Plate
- iii. Grade
- iv. Size and thickness
- v. MDL


(b) Hard stamping: The hard stamped markings are to be include for thickness above 10 mm as the following:

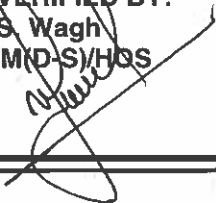
- i. Heat number.
- ii. Batch number of the Plate
- iii. Grade of steel.

(c) Manufacturer's name or Trademark or logo shall be provided as hard stamp or sticker on each plate for thickness above 10 mm.

Note: All the above markings shall be clearly legible on single side in English at the time of receipt inspection at MDL.

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8. Quantities

8.1 Summary of Total Quantities

| | Weight (T) DNV Grade 'A' | Weight (T) DNV Grade 'AH36' for | ABS Grade AH36 | GRAND TOTAL (T) |
|-----|-------------------------------------|--|---------------------------|----------------------------|
| MDL | 5599.71 | 11481.35 | 1793.25 | 18874.30 |

8.2 Details Quantities of plates

| Sr. No. | Length in mm | Width in mm | Thickness in mm | Quantity in Numbers | Weight in Ton | Grade | Certification Agency/Class | Remark |
|---------|--------------|-------------|-----------------|---------------------|---------------|----------------|----------------------------|--------|
| 1 | 10000 | 1250 | 5 | 1814 | 890.19 | DNV Grade A | DNV | MPV |
| 2 | 10000 | 1500 | 6 | 608 | 429.55 | DNV Grade A | DNV | MPV |
| 3 | 10000 | 1500 | 7 | 73 | 60.45 | DNV Grade A | DNV | MPV |
| 4 | 10000 | 1500 | 8 | 1455 | 1370.3 | DNV Grade A | DNV | MPV |
| 5 | 10000 | 1500 | 9 | 264 | 279.77 | DNV Grade A | DNV | MPV |
| 6 | 10000 | 1500 | 10 | 1172 | 1380.03 | DNV Grade A | DNV | MPV |
| 7 | 10000 | 2500 | 12 | 437 | 1029.14 | DNV Grade A | DNV | MPV |
| 8 | 10000 | 2500 | 14 | 25 | 70 | DNV Grade A | DNV | MPV |
| 9 | 10000 | 2500 | 15 | 20 | 58.88 | DNV Grade A | DNV | MPV |
| 10 | 10000 | 2500 | 16 | 10 | 31.4 | DNV Grade A | DNV | MPV |
| 11 | 10000 | 1500 | 8 | 584 | 550.13 | DNV Grade AH36 | DNV | MPV |
| 12 | 10000 | 1500 | 9 | 840 | 890.19 | DNV Grade AH36 | DNV | MPV |
| 13 | 10000 | 1500 | 10 | 1596 | 1879.29 | DNV Grade AH36 | DNV | MPV |
| 14 | 10000 | 2000 | 11 | 93 | 160.61 | DNV Grade AH36 | DNV | MPV |
| 15 | 10000 | 2500 | 12 | 1130 | 2661.15 | DNV Grade AH36 | DNV | MPV |
| 16 | 10000 | 2500 | 13 | 278 | 709.25 | DNV Grade AH36 | DNV | MPV |
| 17 | 10000 | 2500 | 14 | 338 | 928.66 | DNV Grade AH36 | DNV | MPV |
| 18 | 10000 | 2500 | 15 | 832 | 2449.2 | DNV Grade | DNV | MPV |

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DATE: 09 Jan. 2024
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| | | | | | | AH36 | | |
|-------|-------|------|----|-------|---------|-------------------|-----|---------------|
| 19 | 10000 | 2500 | 16 | 268 | 841.52 | DNV Grade AH36 | DNV | MPV |
| 20 | 10000 | 2500 | 18 | 102 | 360.32 | DNV Grade AH36 | DNV | MPV |
| 21 | 10000 | 2500 | 20 | 13 | 51.03 | DNV Grade AH36 | DNV | MPV |
| 22 | 4000 | 1250 | 4 | 900 | 141.3 | ABS Grade AH36 | ABS | FPV |
| 23 | 10000 | 1250 | 5 | 960 | 471 | ABS Grade AH36 | ABS | FPV |
| 24 | 10000 | 1500 | 6 | 900 | 635.85 | ABS Grade AH36 | ABS | FPV |
| 25 | 10000 | 2000 | 8 | 350 | 439.6 | ABS Grade AH36 | ABS | TS & NGOPV |
| 26 | 10000 | 2000 | 12 | 56 | 105.5 | ABS Grade AH36 | ABS | TS & NGOPV |
| Total | | | | 15118 | 18874.3 | 1 | | |

PREPARED BY:
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DESIG. : M D-S)
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DESIG. : DGM(D-S)/HOS
SIGN :

INTEGRITY PACT

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

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

PREAMBLE

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

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

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

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| (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 |

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

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

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| | | If the Bidder(s)/Contractor(s) before contract award or during execution of Contract has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility as Bidder(s) in question, the Principal/Buyer is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or to terminate the contract, if already signed for such reason, as per the procedure mentioned in the "Guidelines on Banning of business dealings" Copy of the "Guidelines on Banning of business dealings" is annexed and marked as Annexure-B. |
| | 1) | If the Bidder(s)/Contractor(s) has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal/Buyer is entitled also to exclude the Bidder(s)/Contractor(s) from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder(s) and the amount of the damage. The exclusion will be imposed for a minimum of 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. |

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| | 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 en-cash the advance Bank Guarantee and Performance Bond/Warranty bond, if furnished by the Bidder, in order to recover the payments, already made by the Principal/Buyer, along with interest. |
| | f) To cancel all or any other contracts with the Bidder. |
| | g) To debar the Bidder from entering into any bid from Principal/Buyer for a minimum period of five years, which may be further extended at the discretion of the Principal/Buyer. |
| | h) To recover all sums paid in violation of this Pact by Bidder(s) to any middleman or agent or broker with a view to securing the contract. |
| | i) If the Bidder or any employee of the Bidder or any person acting on behalf of the Bidder, either directly or indirectly, is closely related to any of the officers of the Buyer, or alternatively, if any close relative of an officer of the Buyer has financial interest/stake in the Bidder's firm, the same shall be disclosed by the Bidder at the time of filing of tender. Any failure to disclose the interest involved shall entitle the Buyer to rescind the contract without payment of any compensation to the Bidder. |
| | The term 'close relative' for this purpose would mean spouse whether residing with the Principal/Buyer's employee/employees or not, but not include a spouse separated |

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| | | from the Principal/Buyer's employee/employees by a decree or order of a competent court; son or daughter or step son or step daughter and wholly dependent upon Principal/Buyer's employee/employees, but does not include a child or step child who is no longer in any way dependent upon the Principal/Buyer's employee/employees or of whose custody the Principal/Buyer's employee/employees has been deprived of by or under any law; any other person related, whether by blood or marriage, to the Principal/Buyer's employee/employees or to the Principal/Buyer's employee/employees wife or husband and wholly dependent upon Principal/Buyer's employee/employees. |
| | j) | The Bidder shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the Principal/Buyer, and if he does so, the Principal/Buyer shall be entitled forthwith to rescind the contract and all other contracts with the Bidder. The Bidder shall be liable to pay compensation for any loss or damage to the Principal/Buyer resulting from such rescission and the Principal/Buyer shall be entitled to deduct the amount so payable from the money(s) due to the Bidder. |
| | k) | In cases where Irrevocable Letters of Credit have been received in respect of any contract signed by the Principal/Buyer with the Bidder, the same shall not be opened. |
| (2) | | The decision of the Principal/Buyer to the effect that a breach of the provisions of this Integrity Pact has been committed by the Bidder shall be final and binding on the Bidder, however, the same Bidder can approach the Monitor(s) appointed for the purposes of this Pact. |

Section 5 - Previous Transgression:

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

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

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

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

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| (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. |
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Section 8 - Independent External Monitor/Monitors:

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| (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 |
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| | what extent the parties comply with the obligations under this agreement. |
| (2) | The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairman & Managing Director of the Principal/Buyer. |
| (3) | The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all project documentation of the Principal/Buyer including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality. |
| (4) | The Principal/Buyer will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations, between the Principal/Buyer and the Contractor. The parties offer to the Monitor the option to participate in such meetings. |
| (5) | As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal/Buyer and request the Management to discontinue or take corrective action, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. However, the Monitor shall give an opportunity to the Bidder(s)/Contractor(s) to present its case before making its recommendation to the Principal/Buyer. |
| (6) | The Monitor will submit a written report to the Chairman & Managing Director of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the Principal/Buyer and, should the occasion arise, submit proposals for correcting problematic situations. |
| (7) | Monitor shall be entitle to compensation on the same terms as being extended to / provided to Independent Directors on the Board of Principal/Buyer. |
| (8) | If the Monitor has reported to the Chairman & Managing Director of the Principal, a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India and the Chairman & Managing Director of the Principal/Buyer has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India. |
| (9) | The word 'Monitor' would include both singular and plural. |

Section 9 - Pact Duration:

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

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

Section 11 – Fall Clause: #

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

For & on behalf of

MAZAGON DOCKSHIPBUILDERS LIMITED

(Office Seal)

Place_____

Date_____

For & on behalf of

Bidder/Contractor

(Office Seal)

Witness 1:

(Name & Address)

Witness 2:

(Name & Address)

Annexure-A to IP**GUIDELINES FOR INDIAN AGENTS OF FOREIGN SUPPLIERS**

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| 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.

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| 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. |
| | 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 |

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| | case of operation items . |
| 2.3 | In either case, in the event of contract materializing, the terms of payment will provide for payment of the commission /remuneration, if any payable to the agents/representatives in India in Indian Rupees on expiry of 90 days after the discharge of the obligations under the contract. |
| 2.4 | Failure to furnish correct and detailed information as called for in paragraph-2.0 above will render the concerned tender liable to rejection or in the event of a contract materializing, the same liable to termination by MDL. Besides this there would be a penalty of banning business dealings with MDL or damage or payment of a named sum. |

Annexure-B to IP

**GUIDELINES ON BANNING OF BUSINESS DEALINGS
CONTENTS**

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

1. Introduction

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

2. Scope

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| 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. |
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| 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:

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| i) | 'Bidder / Contractor / Supplier / Purchaser / Customer' shall mean and include a public limited company or a private limited company, a firm whether registered or not, an individual, a cooperative society or an association or a group of persons engaged in any commerce, trade, industry, etc. 'Bidder / Contractor / Supplier / Purchaser / Customer' in the context of these guidelines is indicated as 'Agency'. |
| ii) | 'Inter-connected Agency' shall mean two or more companies having any of the following features: |
| | a) If one is a subsidiary of the other. |
| | b) If the Director(s), Partner(s), Manager(s) or Representative(s) are common; |
| | c) If management is common; |
| | d) If one owns or controls the other in any manner; |
| iii) | 'Competent Authority' and 'Appellate Authority' shall mean the following: |
| | a) Functional Director shall be the 'Competent Authority' for the purpose of these guidelines. CMD, MDL shall be the 'Appellate Authority'. |
| | b) CMD, MDL shall have overall power to take suo-moto action on any information available or received by him and pass such order(s) as he may think appropriate, including modifying the order(s) passed by any authority under these guidelines. |
| iv) | 'Investigating Department' shall mean any Department or Unit investigating into the conduct of the Agency and shall include the Vigilance Department, Central Bureau of Investigation, the State Police or any other department set up by the Central or State Government having powers to investigate. |
| v) | 'List of approved Agencies – 'Bidder / Contractors / Suppliers / Purchasers / Customers shall mean and include list of approved / registered Agencies - 'Bidder / Contractors / Suppliers / Purchasers / Customers, etc. |

4. Initiation of Banning / Suspension

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| | Action for banning / suspension business dealings with any Agency should be initiated by the department having business dealings with them after noticing the irregularities or misconduct on their part. Besides the concerned department, Vigilance Department may also be competent to initiate such action. |
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5. Suspension of Business Dealings

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| 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 |
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| | advisable to continue business dealing with the Agency. If the Competent Authority, after consideration of the matter including the recommendation of the Investigating Department, if any, decides that it would not be in the interest to continue business dealings pending investigation, it may suspend business dealings with the Agency. The order to this effect may indicate a brief of the charges under investigation. If it is decided that inter-connected Agencies would also come within the ambit of the order of suspension, the same should be specifically stated in the order. The order of suspension would operate for a period not more than six months and may be communicated to the Agency as also to the Investigating Department. The Investigating Department may ensure that their investigation is completed and whole process of final order is over within such period. |
| 5.2 | The order of suspension shall be communicated to all Commercial Departmental Heads. During the period of suspension, no business dealing may be held with the Agency. |
| 5.3 | As far as possible, the existing contract(s) with the Agency may continue unless the Competent Authority, having regard to the circumstances of the case, decides otherwise. |
| 5.4 | If the gravity of the misconduct under investigation is very serious and it would not be in the interest of MDL, as a whole, to deal with such an Agency pending investigation, the Competent Authority may order suspension of business dealing with Agency and send his recommendation to Chief Vigilance Officer (CVO), MDL along with the material available, copy of which may be issued to the Agency concerned with intimation to CVO MDL. Such an order would operate for a period of six months from the date of issue. |
| 5.5 | If the Agency concerned asks for detailed reasons of suspension, the Agency may be informed that its conduct is under investigation. It is not necessary to enter into correspondence or argument with the Agency at this stage. |
| 5.6 | It is not necessary to give any show-cause notice or personal hearing to the Agency before issuing the order of suspension. However, if investigations are not complete in six months' time, the Competent Authority may extend the period of suspension by another three months, during which period the investigations must be completed. |
| 6. | Ground on which Banning of Business Dealings can be initiated |
| 6.1 | If the security consideration, including questions of loyalty of the Agency to the State, so warrants; |
| 6.2 | If the Director / Owner of the Agency, proprietor or partner of the firm, is convicted by a Court of Law for offences involving moral turpitude in relation to its business dealings with the Government or any other public sector enterprises or MDL, during the last five years; |
| 6.3 | If there is strong justification for believing that the Directors, Proprietors, Partners, owner of the Agency have been guilty of malpractices such as bribery, corruption, fraud, substitution of tenders, interpolations, etc; |
| 6.4 | If the Agency continuously refuses to return / refund the dues of MDL without showing adequate reason and this is not due to any reasonable dispute which would attract proceedings in arbitration or Court of Law; |
| 6.5 | If the Agency employs a public servant dismissed / removed or employs a person convicted for an offence involving corruption or abetment of such offence; |
| 6.6 | If business dealings with the Agency have been banned/blacklisted by Government |

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| | Agencies/ Statutory bodies, DGQA, Defence Shipyards, DPSUs or with whom commercial transactions have been suspended for sufficient and justifiable reasons. |
| | If the Agency having same promoters/Directors /Partners as the barred/blacklisted Company as at 6.6 above for the duration for which the barring/ blacklisting of sister concern persists. |
| 6.7 | If the Agency has resorted to Corrupt, fraudulent practices including misrepresentation of facts; If the agency who had fraudulently dealt with the Company for pecuniary gains or had connived with dealing officers for mutual benefit. |
| 6.8 | If the Agency uses intimidation / threatening or brings undue outside pressure on the MDL or its official in acceptance / performances of the job under the contract; |
| 6.9 | If the Agency indulges in repeated and / or deliberate use of delay tactics in complying with contractual stipulations; |
| 6.10 | Wilful indulgence by the Agency in supplying sub-standard material irrespective of whether pre-dispatch inspection was carried out by MDL or not; |
| 6.11 | Based on the findings of the investigation report of CBI / Police against the Agency for malafide / unlawful acts or improper conduct on his part in matters relating to the MDL or even otherwise; |
| 6.12 | Established litigant nature of the Agency to derive undue benefit; |
| 6.13 | Continued poor performance of the Agency in several contracts; |
| 6.14 | If the Agency misuses the premises or facilities of the MDL, forcefully occupies, tampers or damages the Company's properties including land, water resources, forests / trees, etc. If the Agency who knowingly collude to defeat competition with the aim of deriving undeserved profit or gain from doing business with MDL. (Note: The examples given above are only illustrative and not exhaustive. The Competent Authority may decide to ban business dealing for any good and sufficient reason). |

7. Banning of Business Dealings

| | |
|-----|--|
| 7.1 | Decision to ban business dealings with any Agency would apply throughout the Company. |
| 7.2 | There will be a Standing Committee to be appointed by the CMD which may include HOD of respective Commercial Section/Capital Works/OTS, HOD (M), rep of Legal Dept. and OIC (SR&R) for processing the cases of "Banning of Business Dealings". The functions of the committee shall, inter-alia include: |
| | i) To study the report of the Investigating Agency and decide if a prima-facie case for banning exists, if not, send back the case to the Competent Authority. |
| | ii) To recommend for issue of show-cause notice to the Agency by the concerned department. |
| | iii) To examine the reply to show-cause notice and call the Agency for personal hearing, if required. |
| | iv) To submit final recommendation to the Competent Authority for banning or otherwise. |
| 7.3 | If the Competent Authority is prima-facie of view that action for banning business dealings with the Agency is called for, a show-cause notice may be issued to the Agency as per paragraph 9.1 and an enquiry held accordingly. |

8 Removal from List of Approved Agencies - Suppliers / Contractors, etc.

| | |
|-----|--|
| 8.1 | If the Competent Authority decides that the charge against the Agency is of a minor nature, it may issue a show-cause notice as to why the name of the Agency should not be removed from the list of approved Agencies - Suppliers / Contractors, etc. |
| 8.2 | The effect of such an order would be that the Agency would not be disqualified from competing in Open Tender Enquiries but LTE may not be given to the Agency concerned. |
| 8.3 | Past performance of the Agency may be taken into account while processing for approval of the Competent Authority for awarding the contract. |

9. Show-cause Notice

| | |
|-----|--|
| 9.1 | In case where the Competent Authority decides that action against an Agency is called for, a show-cause notice has to be issued to the Agency. Statement containing the imputation of misconduct or misbehavior may be appended to the show-cause notice and the Agency should be asked to submit within 15 days a written statement in its defence. |
| 9.2 | If the Agency requests for inspection of any relevant document in possession of MDL, necessary facility for inspection of documents may be provided. |
| 9.3 | The Competent Authority may consider and pass an appropriate speaking order: |
| | a) For exonerating the Agency if the charges are not established; |
| | b) For removing the Agency from the list of approved Suppliers / Contractors, etc. |
| | c) For banning the business dealing with the Agency. |
| 9.4 | If it decides to ban business dealings, the period for which the ban would be operative may be mentioned. The order may also mention that the ban would extend to the interconnected Agencies of the Agency. |

10. Appeal against the Decision of the Competent Authority

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

11. Review of the Decision by the Competent Authority

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| | 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 inter-connected Agencies. |



PROCUREMENT OF STEEL PLATES

ADDITIONAL TERMS & CONDITIONS (ATC)

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

The 'Integrity pact' dully filled as per enclosed format to be submitted along with the offer. Bidders to ensure that each page of Integrity pact shall be duly signed by the bidder. Non-submission of Integrity Pact by the bidders duly filled and signed on each page along with Part-I bid shall be categorical rejected. The original IP to be submitted or couriered to reach MDL within 7 days from Tender Opening date.

2. **PRE-QUALIFICATION CRITERIA:**

(a) **Technical Qualification/Work Experience Criteria:**

- i) The bidder shall have experience in supply and/or manufacturing of ship building quality steel approved by any classification society under IACS or DMR 249 Steel. The bidder should have executed order of similar supplies during last five years and shall submit purchase order copy along with proof of supply/work completion certificate. Similar supplies mean supply of ship building quality steel material approved by any shipbuilding classification society under IACS or DMR 249 steel.
- ii) The bidder shall supply the material from MILL authorized by any shipbuilding classification society under IACS or DQAN. The bidder shall provide a valid license certificate of MILL authorized by any shipbuilding classification society under IACS or DQAN along with bid for any thickness range for supporting the same.
- iii) In case of authorized representatives of a principal manufacturer the authorized representatives shall furnish the following documents from the principal manufacturer:
 - Authorization Certificate
 - Confirmation of TSP (Technical specification)
 - Confirmation of Delivery Schedule



MAZAGON DOCK SHIPBUILDERS LIMITED, MUMBAI

(b) Commercial Qualification Criteria:

- i) The average annual financial turnover of 'The bidder' during the last three years, ending 31st March 2023 should be at least **INR 45 Crores** as per the annual report (audited balance sheet and profit and loss account) of the relevant period, duly authenticated by a Chartered Accountant/Cost Accountant in India
- ii) Bidders Shop and establishment registration certificate or registration certificate from registrar of firms or certificate of incorporation from Registrar of Companies (Not required for permanent registered vendors with MDL)

Note:

- a) MSE manufacturer shall be given 100% relaxation of prior turnover. However, MSE manufacturer shall meet prior experience criteria as mentioned above.
- b) Authorized Representatives:
Bids of bidders quoting as authorized representative of a principal manufacturer would also be considered to be qualified, provided:
 - (i) their principal manufacturer meets all the criteria above without exemption, and
 - (ii) the principal manufacturer furnishes a legally enforceable tender-specific authorization in the prescribed form (Deed of Agreement) assuring full guarantee and warranty obligations and all contractual obligation as per the tender terms and conditions; and
 - (iii) the bidder himself should have been associated, as authorized representative of the same or other Principal Manufacturer for same set of services as in present bid (supply, installation, satisfactorily commissioning, after sales service as the case may be) for same or similar 'Product' for past three years.
- c) Joint Ventures and Holding Companies:
Credentials of the partners of Joint ventures cannot (repeat cannot) be clubbed for the purpose of compliance of PQC in supply of Goods/Equipment, and each partner must comply with all the PQC criteria independently.
However, for the purpose of qualifying the Financial Standing Criteria, the Financial Standing credentials of a Holding Company can be clubbed with only one of the fully owned subsidiary bidding company, with appropriate legal documents proving such ownership.
- d) The work executed by the contractors for their in-house or capital use shall not be considered for the purpose of bidders' experience of completion of similar works.
- e) Bidders shall upload / submit supporting documentary evidence in support of the Pre-Qualification Criteria. MDL has a right to verify / cause verification of authenticity of the said documents whenever felt necessary.



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3. EARNEST MONEY DEPOSIT (EMD) / BID SECURITY:

- a) Following categories of Sellers shall be exempted from furnishing Bid Security/EMD:
- i) Micro and Small Enterprises (MSEs) who are holding valid Udyam Registration and are manufacturer of the **offered** Product or Service (Primary Product / Service - in case of bunch bid with total value wise evaluation) and give specific confirmation to this effect at the time of bid submission and claim EMD exemption and whose credentials are validated online through Udyam Registration website of Ministry of MSME and also through supporting document uploaded during bidding process and validated by the Buyer. State Government Buyers may, however, choose to exempt only MSEs from the State of Bid Inviting Authority by specifying the same in ATC of the Bid. In case no such ATC is included, eligible MSEs of all states are exempted.
 - ii) Start-ups as recognized by Department for Promotion of Industry and Internal Trade (DPIIT), holding valid Startup Recognition Certificate which is to be uploaded while bidding and claiming EMD exemption and to be validated by the Buyer. Bidder to ensure that turnover for any of the financial years has not exceeded beyond limits prescribed in the certificate / Start Up scheme of DPIIT
 - iii) KVIC, ACASH, WDO, Coir Board, TRIFED and Kendriya Bhandar.
 - iv) Sellers who have got their credentials verified through the process of Vendor Assessment by Vendor Assessment Agencies for the Primary Product / Primary Service for which Bid / RA has been invited and holding valid Vendor Assessment or Vendor Assessment Exemption Report / confirmation (Seller to upload VA report / VAE confirmation to be validated by the Buyer).
 - v) Sellers / Service Provider having annual turnover of INR 500 Crore or more, at least in one of the past three completed financial year(s)
 - vi) Sellers / Service Providers holding valid BIS License for the Primary Product Category whose credentials are validated through BIS database and through uploaded supporting documents to be validated by the buyer.
 - vii) Central / State PSUs.
 - viii) Bidders registered (Permanent-MDLP) with Mazagon Dock Shipbuilders Limited (MDL) for **MDL Material Group - 1008101** are exempted from submission of EMD. However, to qualify for EMD exemption, bidders should necessarily upload copy of valid registration certificate issued by MDL in Part-I offer/bid. Bidders in process of obtaining MDL registration will not be considered for EMD exemption.
 - ix) Common/Deemed DPSU registered vendors qualify for EMD exemption. Such firms shall submit valid copy of the registration certificate issued by DPSUs (other than MDL) for the items / services for which the offer is being submitted in Part-I offer/bid. Firms in process of obtaining registration in other DPSUs will not be considered for EMD exemption
 - x) Green Channel Status vendors qualify for EMD exemption. Such firms shall submit valid copy of the Green channel certificate issued by MoD for the items for which the offer is being submitted in Part-I offer/bid. Firms in process of obtaining this certificate will not be considered for EMD exemption.
- b) The bidder seeking EMD exemption, must submit the valid supporting document with the bid.
- c) Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. **Traders are excluded from the purview of this Policy.**



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4. DETAILS OF THE FIRST LOT OF STEEL PLATES:

| Sr. No. | Length in mm | Width in mm | Thk. in mm | Qty in Nos | Total Weight in Ton | Grade | Certification Agency/ Class | Remark | First Lot in Ton | |
|---------|--------------|-------------|------------|------------|---------------------|-----------------|-----------------------------|------------|------------------|----------------|
| 1 | 10000 | 1250 | 5 | 1814 | 890.19 | DNV Grade A | DNV | MPV | 449.90 | |
| 2 | 10000 | 1500 | 6 | 608 | 429.55 | DNV Grade A | DNV | MPV | 143.00 | |
| 3 | 10000 | 1500 | 7 | 73 | 60.45 | DNV Grade A | DNV | MPV | 60.45 | |
| 4 | 10000 | 1500 | 8 | 1455 | 1370.3 | DNV Grade A | DNV | MPV | 456.77 | |
| 5 | 10000 | 1500 | 9 | 264 | 279.77 | DNV Grade A | DNV | MPV | 139.89 | |
| 6 | 10000 | 1500 | 10 | 1172 | 1380.03 | DNV Grade A | DNV | MPV | 460.01 | |
| 7 | 10000 | 2500 | 12 | 437 | 1029.14 | DNV Grade A | DNV | MPV | 343.05 | |
| 8 | 10000 | 2500 | 14 | 25 | 70 | DNV Grade A | DNV | MPV | 70.00 | |
| 9 | 10000 | 2500 | 15 | 20 | 58.88 | DNV Grade A | DNV | MPV | 0.00 | |
| 10 | 10000 | 2500 | 16 | 10 | 31.4 | DNV Grade A | DNV | MPV | 0.00 | |
| 11 | 10000 | 1500 | 8 | 584 | 550.13 | DNV Grade AH36 | DNV | MPV | 183.38 | |
| 12 | 10000 | 1500 | 9 | 840 | 890.19 | DNV Grade AH36 | DNV | MPV | 296.73 | |
| 13 | 10000 | 1500 | 10 | 1596 | 1879.29 | DNV Grade AH36 | DNV | MPV | 626.43 | |
| 14 | 10000 | 2000 | 11 | 93 | 160.61 | DNV Grade AH36 | DNV | MPV | 80.31 | |
| 15 | 10000 | 2500 | 12 | 1130 | 2661.15 | DNV Grade AH36 | DNV | MPV | 887.05 | |
| 16 | 10000 | 2500 | 13 | 278 | 709.25 | DNV Grade AH36 | DNV | MPV | 236.42 | |
| 17 | 10000 | 2500 | 14 | 338 | 928.66 | DNV Grade AH36 | DNV | MPV | 309.55 | |
| 18 | 10000 | 2500 | 15 | 832 | 2449.2 | DNV Grade AH36 | DNV | MPV | 816.40 | |
| 19 | 10000 | 2500 | 16 | 268 | 841.52 | DNV Grade AH36 | DNV | MPV | 280.51 | |
| 20 | 10000 | 2500 | 18 | 102 | 360.32 | DNV Grade AH36 | DNV | MPV | 0.00 | |
| 21 | 10000 | 2500 | 20 | 13 | 51.03 | DNV Grade AH36 | DNV | MPV | 0.00 | |
| 22 | 4000 | 1250 | 4 | 900 | 141.3 | ABS Grade AH36 | ABS | FPV | 47.10 | |
| 23 | 10000 | 1250 | 5 | 960 | 471 | ABS Grade AH36 | ABS | FPV | 157.00 | |
| 24 | 10000 | 1500 | 6 | 900 | 635.85 | ABS Grade AH36 | ABS | FPV | 211.95 | |
| 25 | 10000 | 2000 | 8 | 350 | 439.6 | ABS Grade AH36 | ABS | TS & NGOPV | 146.53 | |
| 26 | 10000 | 2000 | 12 | 56 | 105.5 | ABS Grade AH36 | ABS | TS & NGOPV | 35.17 | |
| | | | | | 15118 | 18874.31 | | | | 6437.60 |



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5. **DELIVERY PERIOD:** On placement of contract, Material delivery shall be completed progressively within 08 months from date of placement of contract. However, First Lot shall be delivered within 03 months from the date of placement of contract. Details of First Lot are mentioned at above para.

LD for the first lot shall be applicable for delay beyond 03 months from the date of placement of contract and LD for the balance material shall be applicable for delay beyond 08 months from the date of placement of contract.

6. **BID REJECTION CRITERIA:**

(a) **Categorical rejection criteria:** The following conditions / deviations are non-negotiable and therefore any bid falling under these conditions / deviations shall be summarily rejected. Bidders to note that they shall not be provided any opportunity to rectify these conditions / deviations post Part-I bid opening:

- (i) Bids received after tender closing date and time.
- (ii) Bids received other than through e-portal.
- (iii) Bidders who are debarred under PPP MII order 2017, GeM, CPPP including Tender holiday issued by MDL.
- (iv) Bids received without Integrity Pact duly filled & signed by the bidder on each page.
- (v) Bids received without EMD (other than those who are exempted from payment of EMD).

7. **WARRANTY/GUARANTEE:**

The material supplied shall be guaranteed for minimum **12 months** from the date of receipt and acceptance of material by MDL. The supplier cannot absolve their responsibility for warranty of material even though it is inspected & approved by inspection authorities. If the defects are not remedied within a reasonable / stipulated time, MDL may proceed to rectify the defects at the supplier's risk & cost, but without prejudice to MDL rights under the contract. The supplier will have to replace rejected / bad material during guarantee period at no extra cost to MDL.

8. **PRICING:**

- i) The weight of the steel plates mentioned in the tender is theoretical weight.
- ii) Bidders shall quote for delivery of the items to the following destination including charges towards inland transportation, insurance, unloading charges and other local costs incidental to the delivery of the Goods/Services.

Delivery Address: Mazagon Dock Shipbuilders Limited, Anik Chembur Store, Mahul Road, Near Vengsarkar Academy, Mumbai -400074.

9. **SUPPLY TOLERANCE:** Weight tolerance of +/- 5% may be allowed within the dimension tolerance as per TSP. The variation up to +/- 5% in weight shall be considered for payment.

10. **WEIGHTMENT TOLERANCE:** Weightment variation up to +/- 0.5% to be absorbed by either side. Weightment variation only on the percentage beyond +/- 0.5% (i.e. upward and downward) at the time of weightment of actual receipt of material at MDL shall be considered for the purpose of payment.



MAZAGON DOCK SHIPBUILDERS LIMITED, MUMBAI

11. ALTERNATE MSME VENDOR PAYMENT THROUGH TREDIS:

- i) In order to address the financial needs of MSME firms, GoI has introduced a platform for facilitating the financing of trade receivables of MSMEs from buyers, through multiple financiers which is termed as Trade Receivables Discounting System (TReDS). At TReDS, auctioning of invoices at competitive & transparent environment is done by financiers based on Buyer's credit profile.
- ii) MDL is registered on the "Invoicemart" TReDS platform and M1xchange of M/s Mynd Solutions Pvt. Ltd.
- iii) MSME bidders desirous to receive payments through TReDS platform may avail the facility if they are already registered on
 - a) "Invoicemart" TReDS platform or by registering on it.
Contact details at "Invoicemart" TReDS platform are as below:
022 6235 7373 and a new mail id service@invoicemart.com.
 - b) "M1xchange" TReDS platform or by registering on it.
Contact details at "M1xchange" TReDS platform are as below:
+919920455374 Ms Ashwathi Jayandran email id:
ashwathi.jayandran@m1xchange.com
+91 8839915724 Ms Priyanka Shah email id prinyaka.shah@m1xchange.com

12. **E INVOICE:** Bidder, whose aggregate turnover in any preceding financial year from FY 2017-18 onwards, exceeds INR 5 crore as per GST Act or as applicable from time to time, will have to submit an e- Invoice with a Quick Response (QR) code and Invoice Registration No.(IRN). Wherever GST is applicable, payment will be released against e-Invoice, or Invoice accompanied with Vendor's Self Declaration that " We do not fall under the category of registered persons notified under Rule 48(4) of the Central GST Rules, 2017 and we are not required to comply with e-Invoicing provisions under GST Act, as our aggregate turnover in any preceding financial year from 2017-18 onwards has not exceeded Rs. 5 Crores as per GST act".

13. CONSIGNEE:

- (a) Material to be delivered at: Mazagon Dock Shipbuilders Limited, Anik Chembur Store, Mahul Road, Near Vengsarkar Academy, Mumbai -400074
- (b) In order to avoid inconvenience during the delivery of material, it is advisable for supplier to depute their representative in their own interest to coordinate the activities between the transporter, and MDL stores.
- (c) Following document should be submitted along with material:
 - PO copy & subsequent amendments issued to it, if any.
 - Inspection Release Note (IRN) issued by nominated inspection authority.
 - Steel Manufacturers Mill Test Certificate.
 - Delivery Challans clearly indicating MDL Purchase Order No, Inspection Note Details and Packing List co-relating the items in the inspection report.
 - Copy of Warranty Certificate, Preservation Certificate etc. as applicable
 - E-Way bill (if applicable) details are to be submitted during the delivery of the items.
- (d) Unloading of Steel Material at Anik Chembur Stores shall be done by 'Mathadi Kamgar' registered under 'Mumbai Iron & Steel Labour Board '. The payment to Mumbai Iron & Steel Labour Board shall be made directly by the Supplier.
- (e) Each Delivery challan and Invoice shall indicate the number of plates also.



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14. INSPECTION OF STEEL PLATES:

- (a) Inspection and certification shall be as per TSP. The decision of the Inspecting Authority or their representatives, as the case may be, on any question of the intent, meaning and the scope of Specifications / Standards shall be final, conclusive and binding on the Supplier / Contractor. The Third Party Inspection (TPI) charges i.e. ABS /DNC class / equivalent Shipbuilding class shall be paid by the Supplier/Contractor.
- (b) **Receipt Inspection:** MDL SQC shall carry out necessary inspection of the items on receipt of item at MDL stores. Any objection raised by MDL SQC against quality of materials or workmanship shall be satisfactorily corrected by the Contractor at his expense including replacement as may be required within shortest possible time within 30 days. Items damaged during transit shall also be rectified/replaced by the Contractor within shortest possible time. Goods accepted by the purchaser at the initial and final inspections, in terms of the contract, shall in no way dilute the purchaser's right to reject them later, if found deficient in terms of the warranty clause of the contract.

15. PUBLIC PROCUREMENT POLICY (PREFERENCE TO MAKE IN INDIA) ORDER 2017:

Minimum local content: Nodal Ministry (Ministry of Steel) has notified an exclusive list for Domestically manufactured products wherein Minimum Local Content requirement is mentioned as 50% i.e. only Class-I local suppliers are eligible to bid

The minimum local content requirement is 50% as per Ministry of Steel Notification No. S-13026/1/2020-IDD dated 31 December 2020, Revised Appendix A Sl. No.1.

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

- i) Mr. P V Rao (Email id: pasupuletirao@yahoo.co.in)

17. **BOOK EXAMINATION CLAUSE:** In case it is found to the satisfaction of the BUYER that the seller 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 seller, on a specific request of the buyer shall provide necessary information/Break-up data/ inspection of the relevant financial documents/information.

18. **HINDRANCE REGISTER:** Wherever submission, approvals and clearances are required, hindrances, if any, with date of occurrences and removal shall be noted in the Hindrance Register. The Hindrance Register shall document reasons for the delay vis-à-vis the mutually agreed schedule. All hindrances such as delay in MDL Inputs (Drawings/Material/Documents/Services/ Inspection call), delay by TPI/Inspection Agency/Customer(Navy), delay on account of specialist services, non-performance by the contractor, delinquency by the vendor, force majeure or any other relevant reason shall be recorded. The Hindrance Register shall be signed by the reps. of both MDL as well as Contractor. Executive in the rank of Chief Manager and above shall be the nodal executive of the User Department. Site-In-Charge of the supplier or their authorized signatories are only authorized to sign the hindrance register. In case the contractor has a different opinion for hindrance and a dispute arises, then the matter shall be referred to the next higher authority.



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the decision of the next higher authority in case of dispute in respect of hindrances during the course of executing an order/contract shall be final and binding on the contractor. In case of delay in removing the hindrance, the contractor may reduce manpower deployed on the work. Under no circumstances, contractor should be paid for idle manpower.

19. **WORKING ON MDL HOLIDAYS:** Intimation for working on Saturday / Sunday / holidays if required, should be submitted 2 working days prior to the date of holiday indicating names of personnel to Personnel Department and Security through concerned Department.
20. **CONFLICT OF INTEREST AMONG BIDDERS/ AGENTS:** A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of MDL's interests. The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:
- (i) they have controlling partner (s) in common; or
 - (ii) they receive or have received any direct or indirect subsidy/ financial stake from any of them; or
 - (iii) they have the same legal representative/agent for purposes of this bid; or
 - (iv) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder; or
 - (v) Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/ Assemblies from one bidding manufacturer in more than one bid.
 - (vi) Either Manufacturer or his only 1 authorized dealer/agent fulfilling the governing criteria (ATC Clause 2) can quote against this tender. In case offer is received from both Manufacturer and authorized dealer/agent, only bid from Manufacturer shall be considered for further processing and the bid of dealer/agent shall be rejected. One Manufacturer can authorize only 1 dealer in case manufacturer is not quoting/submitting their bid. In case of bids are received from more than 1 authorized dealer/agent of same manufacturer, their bids will be rejected." This is prescribed considering THE STRATEGIC NATURE OF ITEM & with a purpose for having the attributive consistency in supply of steel plates and for avoidance of price play and for restricting anti-competitive practice in bidding process being open tender.
 - (vii) In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business.

Note: **The bidders shall submit the undertaking for above para (Conflict of Interest among Bidders/ Agents) along with technical bid.**

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



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22. CARTEL FORMATION/POOL RATES

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

23. ADDITIONAL INSTRUCTIONS:

- (a) The bidder shall also abide to all statutory requirements, Official Secret Act 1923, Security and Safety Rules as per references, which are part of this tender. If contractors' employees are not adhering to the health, safety and environment norms and the contractors not equipping their employees with suitable safety gears, will be viewed seriously. For non-adherence to above will be levied as per extant guidelines of Security and Safety Rules prevailing time to time, to the contractor without prejudice to other rights to enforce the safety requirements.
- (b) MDL shall not be bound by any printed conditions or provisions in the sellers bid forms or acknowledgement of contract, invoices, packing list and any other documents which purport to impose any conditions at variance with the tender terms / final negotiated & accepted terms.

24. **CONTACT DETAILS FOR QUERIES:** All bidders are requested to get their queries, if any, clarified in advance (i.e. 7 days in advance to tender closing date) to avoid last minute delay. In case of any clarifications regarding tender, bidders are requested to contact the following executives.

| Dept. | Name of Executives | Contact No | Email |
|------------|--|--------------|--------------------------|
| Technical | Mr. Rupesh Shrivastava, M(SB-Design Structural) | 022-23763060 | rshrivastava@mazdock.com |
| | Mr. Vikas Bhawsar, M(SB-Hull-Planning) | 022-23763099 | vbhawsar@mazdock.com |
| | Mr. Vinit S. Wagh, DGM(SB-Design Structural) | 022-23763035 | vswagh@mazdock.com |
| Commercial | Mr. Mehul Parmar, DM(Materials-SPC) | 022-23763248 | mrparmar@mazdock.com |
| | Mr. Dattatray Sawant, CM(Materials-SPC) | 022-23763232 | dsawant@mazdock.com |
| | Mr. Rajesh S. Paulastye, DGM(Materials-SPC) | 022-23763252 | rspaulastye@mazdock.com |



MAZAGON DOCK SHIPBUILDERS LIMITED, MUMBAI

Enclosures: -

| | |
|-------------|--------------------------------------|
| Enclosure-1 | Official Secret Act 1923 |
| Enclosure-2 | Undertaking For Conflict Of Interest |
| Enclosure-3 | Deed of Guarantee |



OFFICIAL SECRET ACT 1923
(ILLUSTRATIVE FORMAT)

SECTION 2(B) : "PROHIBITED PLACE"

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

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

SECTION 3 : "PENALTIES FOR SPYING"

If any per unlawfully -

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

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

SECTION 4 : "COMMUNICATION WITH FOREIGN AGENTS"

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

SECTION 5 : "WRONGFUL COMMUNICATION OF INFORMATION"

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

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

Shall be guilty of an offence under this Act.

SECTION 6 : "UNAUTHORISED USE OF UNIFORMS"

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

SECTION 7 : "INTERFERING WITH OFFICERS OF POLICE"

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



SECTION 8 : "DUTY OF GIVING INFORMATION"

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

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

SECTION 9 : "INCITEMENT"

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

SECTION 10 : "PENALTY FOR HARBOURING SPIES"

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

SECTION 11 : "SEARCH WARRANTS"

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



UNDERTAKING REGARDING CONFLICT OF INTEREST

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

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

SIGNATURE: _____

DATE: _____

Seal / Stamp of Bidder



MAZAGON DOCK SHIPBUILDERS LIMITED, MUMBAI

ENCLOSURE-3

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

DEED OF GUARANTEE

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

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

IN FAVOUR OF

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

Whereas:

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

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

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

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

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



MAZAGON DOCK SHIPBUILDERS LIMITED, MUMBAI

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

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



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Authorised Representative become liable to perform its obligations which became due under the said Transaction Documents.

9. The Guarantee hereby given is independent and distinct from any security that the MDL have taken or may take in any manner whatsoever whether it is by way of a performance guarantee or security Deposit as per provisions of the Tender and Transaction Documents.
10. The Principal Manufacturer /OEM shall pay all stamp duty, other duties, Taxes, fees, penalties or other charges payable on or in connection with the execution, issue, delivery, registration of this Deed, and any document, act and registration performed pursuant hereto, if and when the same has become payable according to the Applicable Law.
11. The Principal Manufacturer /OEM declares that the information and data furnished by it to MDL and the Authorised Representative pursuant to the Tender is true and correct.
12. This Deed shall be governed by and construed in all respects with the Indian laws and the parties hereto agree that any matter or issues arising hereunder or any dispute hereunder shall be subject to the jurisdiction of the competent Courts/Tribunals of the city of Mumbai in India.
13. This Deed may be executed in 2 (two) counterparts, each of which so executed will be deemed to be an original and such counterparts together will constitute one and the same Deed.

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

Signed, Sealed and Delivered on behalf of

By:

Name: (*)

Title: (*)

Witness

1.

2.