



निविदा पूछताछ  
TENDER ENQUIRY

[एकल निविदा]  
[SINGLE TENDER]

माझगांव डॉक शिपबिल्डर्स लिमिटेड  
(भारत सरकार का उपक्रम)

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

निविदा सं./Tender No	1200003184	विभाग/Department	EY COMMERCIAL
क्रय अधिकारी/Purchase Exec.	Prashant Bhoite	क्रय अधिकारी/Purchase Exec.	Prashant Bhoite
सेवा में/To		दूरभाष सं./Telephone No	23762608
		फैक्स सं./Fax No	23741386
		ई-मेल/E-Mail	prbhoite@mazdock.com
दूरभाष सं./Telephone		निविदा सं./Tender No	1200003184
फैक्स सं./Fax		निविदा तिथि/ Tender Date	15.05.2024
ई-मेल/E-Mail		निविदा बंद की तिथि/Tender Closing Date	12.06.2024
		निविदा बंद होने का समय/Tender Closing Time	12:00:00
		आरएफक्यू सं./RFQ No	2050002959

निविदा शुल्क/Tender Fee	रु/Rs	0.00
बयाना राशि/EMD Amount	रु/Rs	0.00
पुर्व बिड बैठक तिथि और समय/Pre Bid Meeting Date & Time		,00:00:00
निविदा खोलने की तिथि और समय/Tender Opening Date & Time		12.06.2024,15:00:00
प्रस्ताव वैधता तिथि है/Offer should be valid up to		
सुरक्षा जमा/Security Deposit		0.00 %आदेश मूल्य का/PO value
वरीय बैंक जमानत /Perf. Bank Guarantee		5.00 %आदेश मूल्य का/PO value

( आगे के विवरण हेतु कृपया सम्बंधित नियम शर्तों को पढ़ें। सुनिश्चित करें कि कोटेशन और संबंधित पत्राचार के लिए विभाग का नाम, क्रय अधिकारी का नाम, निविदा संख्या, बंद होने का समय एवं तिथि एवं आरएफक्यू सं. अपने कोटेशनमें लिखें। )

Kindly read and refer relevant terms & conditions for further details. Do ensure to Quote Department Name, Purchase Executive's Name, Tender Number, closing date & time and RFQ Number in your Quotation & related correspondence )

प्रिय महोदय/महोदया  
Dear Sir / Madam ,

विषय /SUB:- PROCUREMENT OF 09-TYPES OF SPARES OF CONVERTER CUBICLE FOR SM6

माझगांव डॉक शिपबिल्डर्स लिमिटेड प्रतिष्ठित/संभावित आपूर्तिकर्ताओं से निम्न हेतु, प्रतियोगितात्मक दो बोली प्रणाली में ( भाग -I तकनीकी - वाणिज्य बोली एवं भाग II मूल्य बोली ) बोली आमंत्रित करती है।

Mazagon Dock Shipbuilders Limited (MDL) invites Competitive – Bid from reputed Supplier for the following in TWO BID system ( Part - I Techno - Commercial Bid & Part - II Price Bid ).

क्र सं. SL.No.	सामग्री / सेवा विवरण Material / Service Details	मात्रा / इकाई Quantity / unit	आपूर्ति तिथि Delivery Date
00010	सामग्री सं./ Material Number :- 350000000000043029 LCP, Equipment Model No:-C516, Equipment सामग्री वर्णन/Material Description :LCP, Equipment Model No:-C516, Equipment Part No:-PMD/CTRL/LCP	2 Number	27.08.2024

क्र सं. SL.No.	सामग्री / सेवा विवरण Material / Service Details	मात्रा / इकाई Quantity / unit	आपूर्ति तिथि Delivery Date
00020	सामग्री सं./ Material Number :- 350000000000043012 LIP, Equipment Model No:-C414, Equipmen सामग्री वर्णन/Material Description :LIP, Equipment Model No:-C414, Equipment Part No:-MCU/CTRL/LIP	1 Number	27.08.2024
00030	सामग्री सं./ Material Number :- 350000000000078988 M66 M-MODULE; REF.:- P75_M66-32IO सामग्री वर्णन/Material Description :M66 M-MODULE; REF.:- P75 M66-32IO	3 Number	27.08.2024
00040	सामग्री सं./ Material Number :- 350000000000042888 CPU board, Equipment Model No:-G744, Equ सामग्री वर्णन/Material Description :CPU board, Equipment Model No:-G744, Equipment Part No:-GEN/CC/AVR/CPU	1 Number	27.08.2024
00050	सामग्री सं./ Material Number :- 350000000000042886 Power supplies board, Equipment Model No सामग्री वर्णन/Material Description :Power supplies board, Equipment Model No:-G742, Equipment Part No:-GEN/CC/AVR/AET	2 Number	27.08.2024
00060	सामग्री सं./ Material Number :- 350000000000042889 I/O log board, Equipment Model No:-G745, सामग्री वर्णन/Material Description :I/O log board, Equipment Model No:-G745, Equipment Part No:-GEN/CC/AVR/IES	2 Number	27.08.2024
00070	सामग्री सं./ Material Number :- 350000000000042887 Power stage board, Equipment Model No:-G सामग्री वर्णन/Material Description :Power stage board, Equipment Model No:-G743, Equipment Part No:-GEN/CC/AVR/CPE	2 Number	27.08.2024
00080	सामग्री सं./ Material Number :- 350000000000042893 Analog input module, Equipment Model No: सामग्री वर्णन/Material Description :Analog input module, Equipment Model No:-G749, Equipment Part No:-GEN/CC/AVR/M35	1 Number	27.08.2024

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

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

**PART- A**  
**TENDER NO 1200003184**  
**Additional Procurement of 09- Types Spares of Converter Cubicle for SM6 of P75 under normal procurement on single tender basis**

**TENDER ENQUIRY FORM (TEF)**  
**(SINGLE TENDER ENQUIRY)**  
**SINGLE BID SYSTEMS**  
**M/S. JEUMONT ELECTRIC, FRANCE (OEM)**

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

**MDL INVITES BID in SINGLE BID SYSTEM (Part-I Techno Commercial Bid and Part-II Price Bid IN SINGLE PACKET) for the supplies from Suppliers/ Bidders/ Contractors.**

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

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

**Note:** Bidders are requested to get their technical queries, if any, clarified in advance (3 days in advance to tender closing date) to avoid last minute delay. For any technical clarification, bidders are requested to contact **Mr. Bharat Bhushan Agarwal, 02223763617, [bbagrawal@mazdock.com](mailto:bbagrawal@mazdock.com)**

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

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

**SUB: PROCUREMENT OF 09-TYPES SPARES OF CONVERTER CUBICLE FOR SM6 OF PROJECT P75**

**1. Description of Supplies:**

Bidder/Supplier shall ensure that supply of spares is fully compatible and suitable for use with the respective main equipment ordered by MDL on the bidder/Supplier under P-75. All Items to be supplied strictly as per part numbers. Refer **Encl-01**.

**2. Earnest Money Deposit (EMD) / BID BOND: Not Applicable.**

**3. Validity Period:** Bids / Offers shall have the validity period of **180 Days** from the tender closing date. A bid valid for a shorter period will be liable for rejection.

**4. INTEGRITY PACT:**

The Integrity pact essentially envisages the agreement between prospective vendors/ bidders and MDL committing the persons / officials of both the parties not to exercise any corrupt influence on any aspect of the contract. Only those vendors/bidders who enter into such an integrity pact with the MDL would be competent to participate in the bid. Therefore, non-acceptance of Integrity Pact by the vendors/bidders shall be categorical rejection criteria.

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- (i) The Bidder must accept and sign the "Integrity Pact" attached as **Enclosure-21**
- (ii) Independent External Monitor (IEM) appointed by MDL will have power to access all the document and examine the complaints received by him.
- (iii) Details of Independent External Monitor (IEMs) are as below:
  - 1. Mr. P V Rao, Email id: [pasupuletirao@yahoo.co.in](mailto:pasupuletirao@yahoo.co.in)

IEM may be contacted for issues related to Integrity Pact (IP).

For any other administrative enquiries and clarification on tender, bidders may contact Commercial Dealing Executive."

**Note: Any Change in IEM will be communicated to Bidders/Supplier.**

**5. Submission of offer in Single Packet Bid:**

Offer must be forwarded through E-Tender in **Single packet** i.e technical bid & price bid scanned copies of the below mentioned documents to be attached/ forwarded in single packet:

**A. Part-1: Technical Bid:**

- i. Duly filled **Enclosure-25** indicating shelf life detail corresponding to each item.
- ii. Duly filled **Enclosure-26** indicating initial validity, periodicity of calibration.
- iii. Acceptance on clauses of Tender Enquiry (TEF), GT&C & STACS in the Prescribed Formats at **Enclosure 3, 4 & 5** duly stamped, signed & filled 'Accepted OR Not Accepted' as applicable for each of the clause.
- iv. All pages of the scope of material supply (**Enclosure-1 & 2**), Sample format of shipping instructions (**Enclosure-6**) and extract of official secret Act 1923 (**Enclosure-11**) duly signed, stamped with company seal and submitted along with the offer as a token of acceptance of the terms & conditions by the bidders..
- vii. Deviation Sheet in the prescribed format as per **Enclosure-10** in case of any deviations or no deviation from Terms, Conditions & Technical requirements specified in the Tender Enquiry, GT&C & STACS to be submitted by the bidder along with the offer.
- viii. Price schedules as per **Enclosure-8**, BLANKING the PRICES but clearly indicating 'QUOTED' OR 'NOT QUOTED' as applicable against each of the listed item in the prescribed format (as per **Enclosure-8**) duly Stamped & Signed.
- ix. Integrity Pact duly signed (refer TEF para 4 above)
- x. Land Border Sharing Compliance Declaration as per Enclosure-27.

**IMPORTANT NOTE: - Bidder to ensure that the un-priced bid formats submitted in Technical Bid – Enclosure-8 contains EXACTLY IDENTICAL TEXT & MATTER as that of Price Bid Formats of Part-II but stating 'QUOTED' OR 'NOT QUOTED' in place of price values.**

**B. Part-2: Price Bid:**

Price Bid shall be uploaded in BOQ format to be downloaded from E-procurement portal.

**6. Bid Rejection Criteria:**

Bidders are required to furnish following details / clarification / documents along with their offer. In case these are not received along with the offer than bidders have to submit such documents / clarification within the duration / date stipulated by MDL, failing which their bids shall be rejected in following cases:

- i) Bidders not submitting Integrity Pact(IP).
- ii) Bidders submitting integrity pact with deviation in MDL format, subject to approval of deviation by MDL.
- iii) In case of e-tenders, the original of the uploaded copy of Integrity Pact if not received within specified period by MDL in the tender.
- iv) High seas sales / Sales in transit.

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- v) Non-submission of Compliance Certificate w.r.t Land Border Clause as per **Enclosure-25**. (Order (Public Procurement No.4) dtd 23 Feb 23 on Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017, as elaborated at para 36 below:

7. **Pre-Bid Conference:** Not Applicable.

8. **Clarifications on tender enquiry documents:** A prospective bidder requiring any clarification of the bidding documents may notify MDL in writing by email / fax / courier at MDL mailing address indicated in the Invitation for Bids.

9. **Delivery Period / Completion Schedule:**

Time is the essence of the supplies. Material must be delivered as per INCOTERM **CIF / CIPJNPT PORT / Mumbai Port basis** in 120 days from EDC.

EDC will be date of receipt of signed EUC by JE.

EUC document shall be signed by MDL, IN and MoD

10. **Pricing:**

- (a) **For Foreign Bidder:** Bidder shall quote the prices of all items listed in the price sheet format of the tender enquiry, inclusive of packing on the **CIF/CIP (JNPT Port / Mumbai Airport) basis only**. Prices on the basis of FOB (Dispatch Port), FOB factory or ex-works basis are not acceptable. **The prices quoted shall remain firm and fixed during the currency of the order / contract unless agreed otherwise by MDL**. Needless to state that the delivery terms by way of high sea sales / sale in transit are not acceptable. Pricing should also allow despatches from other European Ports such as ANTWERP/Rotterdam/Hamburg etc. other than mentioned in **Enclosure-6** will not be entertained. Any changes in shipping instructions will be notified separately.
- (b) In case of dispatch of ordered material through air freight, details of the freight forwarder will be intimated separately. Mode of Despatch by Air shall be only after PRIOR written approval / Instructions of MDL.

**IMPORTANT NOTE:**

MDL desires that prices in the rate sheet formats as per **Enclosure-8** are submitted by the bidder(s) before the tender closing date & time. In the event of inability to make any of these offers, the bidder / vendor is requested to indicate a reasonable date by which such **offer(s) can be submitted and adhere to it and or state reasons for the same**.

11. **Terms of Payment:**

**A. Stage Payment: EDC (T<sub>0</sub>) + 1 Months.**

Stage payment of 20% of the value of the Purchase Order will be made by Bank Transfer at latest 30 days after receipt of following Documents:

- i).Set of Original + 2 Copies of signed Invoice.
- ii).Original Stage Payment Bank Guarantee of equal amount valid till last delivery date + 2 month.
- iii).Certificate issued by Quality department of JE confirming that orders corresponding to B&D spares ordered by MDL have been placed on suppliers

**B. BALANCE PAYMENTS:**

The balance 80% value of delivered items to be paid by means of irrevocable, extendable, divisible letter of credit allowing partial shipment and partial payments for each CIF/CIP delivery. LC for the balance 80% value of delivered items shall be opened 2 months before the delivery date.

**For Payment through L/C:**

Payment will be made against irrevocable letter of credit (L/C) established through our bankers. Suppliers should essentially furnish their clear & timely acceptance of the order within 10 days of placement of order. For opening L/C, all charges outside India shall be borne

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by the supplier. In case, supplier seeks L/C amendment for no fault of MDL or requires confirmation of L/C then all charges towards L/C amendment or confirmation of L/C respectively shall be borne by the supplier. MDL requires 25 days to open LC after getting written request from the supplier. Supplier to also forward Ready for Shipment (RFS) Certificate at least 45 days before latest date of shipment i.e. CIF/CIP delivery date. Bidder's request to open LC must provide all relevant details like Invoice, Packing list, latest date of shipment, bank details, weight & dimensions of consignment. L/C will be opened only if Security Deposit for an amount of 3% of the order value in form of BG is received by MDL and valid till last delivery date + one-month claim period. All the negotiable documents shall be submitted to the bank by the supplier within 21 days of CIF/CIP delivery date.

L/C will allow payment on timely presentation of following documents through bank:

- i). Set of Original + 2 Copies of signed Invoice showing item wise prices as per the order.
- ii). Set of Original + 2 Copies of signed Packing List clearly showing list of items packed with weight.
- iii). Set of Original + 2 Copies Clean on Board Bill of Lading OR Air Way Bill made in the name of MDL's Bank and Marked as freight paid with consignee as MDL.
- iv). Set of Original + 2 Copies of COC endorsed by Supplier-QC.
- v). Original + 2 Copies of Certificate of country of origin.
- vi). Original + 2 Copies of Warranty Certificate.
- vii). Original + 2 copies of Performance Bank Guarantee.
- viii). Certificate issued by MDL of having received Weight, dimensions and corresponding volume, where applicable, correlating with each item as per order.
- ix). MDL/IN Certificate of having received the Digital photographs of each spare in digital media in jpeg format in CDROM in not less than 800X600 resolution.
- x). Certificate issued by MDL confirming that the delivery is made in time and NO penalty is applicable or in case of delays, admissible amount of penalty will be specified by MDL in this certificate for reduction of equal amount from supplier's invoice. (MDL will issue this certificate generally by fax /e-mail, after receipt of signed copy of Invoice, packing list, Full set of COC, date of the proposed shipment & Copies of B/L or AWB or any document confirming supplier's readiness for shipment).
- xi). Certificate issued by supplier confirming that the shipping instructions have been followed by them while packing & shipment.

All the shipping documents should clearly indicate the Purchaser's Order number, Letter of Credit No, IEC code 0388070412, Airway Bill / Bill of Lading Number and the All the technical documents should at least indicate Purchaser's Order number in addition to other details for co-relation as relevant to each supply and IMPORT UNDER NON-NEGATIVE LIST OF FOREIGN TRADE POLICY 2015-2020

12. **Security Deposit (SD) for contract performance:** Not Applicable.

13. **Guarantee / Warranty:** Minimum 12 months from CIF/CIP for Imported spares and provide the warranty certificate according to format at Enclosure 13

(a) Each item is warranted for a period of 12 months from FOB/CIP delivery of the respective shipset whichever occurs first. Upon CIF/CIP Delivery, the Seller shall produce a certificate of warranty as per format in Tender. Delivery of material date will be considered from date of bill of lading/ air way bill.

(b) During such period the Seller shall be liable for performance deficiencies caused by faulty design, material, workmanship and / or improper / faulty packing, provided that the Buyer or the End User has complied with any instruction issued by the Seller with respect to handling, storage, installation, operation and maintenance. Consumable parts such as oil, lubricant, grease are not

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covered by this warranty. The warranty shall be limited to the replacement or the repair by the Seller of the item found defective.

(c) This warranty shall not apply to (i) modifications made to any item of the Equipment without the Bidder/Contractor prior written consent (ii) accident, (ii) fair wear and tear (iv) combat damage (v) damage due to non-compliance with the Seller instruction and normal operating instruction, except as may be provided in.

(d) The rights and remedies provided in this Article are exclusive. Any terms and conditions as to warranty that may be implied by law or otherwise as to the quality or fitness for any particular purpose are excluded. Any further claim relating to any defect, especially those for indirect, contingent or consequential damages are not included in the ambit of this Article.

**14. Performance Security (Performance Bank Guarantee cum Security Deposit):**

Bidder shall submit Performance Security (Performance Bank Guarantee (PBG) cum Security Deposit (SD)) for an amount of 5% (Five per cent) of the Contract/Order value excluding taxes, duties, freight etc. in the form of NEFT/ Demand Draft / Pay order / Bank Guarantee / Insurance Security Bond / e-Bank Guarantee in favour of Mazagon Dock Shipbuilders Limited, Mumbai from the list of Banks approved by SBI / Canara Bank published on MDL website as per MDL standard format at **Enclosure-17** within 25 days after notification of the award of contract and it should remain valid for a period of 60 (sixty) days beyond the date of completion of all contractual obligations of the supplier, including warranty obligations. One month before expiry, it shall be extendable until completion of contractual & Guarantee/ Warranty obligations. **or**

Agree for retention of equivalent amount by MDL up to the period till completion of contractual & Guarantee/ Warranty obligations.

Security Deposit will be refunded to the contractor without interest, after he duly performs and completes the contract in all respects but not later than 60(sixty) days of completion of all such obligations including the warranty under the contract.

Non-submission or late submission of Security Deposit:

(i) MDL may at their discretion cancel the order and invoke risk purchase clause.

(ii) If MDL does not cancel the order, then interest will be recovered on the Security deposit amount for the late submission of Security deposit at the rate of interest i.e. SBI BPLR plus 2% in case of Indigenous bidders & EUROBOR/LIBOR plus 2% in case of foreign bidders declared by Indian Nationalized Bank State Bank of India for that quarter

The MDL bank details are as follows:

For inward remittance of any inland deposit or any amount for BG in INR etc. the following bank A/c is to be used.

State Bank of India

Mazagon Dock Branch, Mumbai-400010

A/c no.: 10005255246

IFSC: SBIN0009054

**15. Deviations:**

It will be our endeavour to receive bidder's complete offer with acceptance of all the Terms of this tender enquiry without deviations on or before the tender due date & time. Acceptance Formats of TEF, GT&C and STACS as per **Enclosure- 03, 04 & 05** contained herein should be properly filled, signed and returned by the bidder along with bid. The bidder also hereby confirms acceptance & compliance to the Scope of Supply (**Enclosure-1**) and all other Enclosures attached herewith.

The bidder hereby further confirms that only those deviations which could not be avoided at the time of submission of the offer, have been recorded on a Prescribed format of Deviation sheet (as per **Enclosure-10** attached herewith) indicating all relevant details such as Number & description of the Clause, Reasons for Deviation and suggested alternative(s) and submitted in the offer and only these deviations thus recorded and submitted need to be considered by MDL for evaluation of the bid. **Bidder (s) to also note that deviations taken by them, if any, but not appearing or listed in the Deviation sheet WILL NOT BE CONSIDERED BY MDL.**

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**16. Taxes & Duties:**

Foreign bidders:

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

**17. Loading Criteria: Not Applicable**

**18. Criteria for Normalizing the Price Bid for Ranking: Not Applicable**

**19. Consignee:**

Consignee & Delivery Address:

MAZAGON DOCK SHIPBUILDERS LIMITED,  
Dock Yard Road,  
Mumbai –India 400 010.  
Phone: 022-23763651/52  
Contact Person: Officer In Charge (East Yard – Stores)

An advance copy of invoices, packing list along with other relevant documents shall be forwarded by the supplier to the purchaser sufficiently in advance to enable clearance of cargo within allowed demurrage free days to avoid demurrage. In case of door delivery orders, the supplier shall categorically direct the transporter to deliver the ordered items without insisting for consignee copy of the Lorry Receipt.

**20. Purchase Preference:** Not applicable.

**21. Mode of Dispatch:**

- a) For Indigenous bidders : Road / Rail
- b) For Foreign bidders: Sea / Air

**22. Modifications to the Bids:** Bidders can modify bids before the tender closing date & time. **Amendments to the Tender Enquiry:** At any time prior to the deadline for submission of bids, MDL for any reason whether at MDL's own initiative or in response to a clarification requested by prospective Bidder(s) may modify the Bidding Documents by amendment. In order to afford prospective Bidder a reasonable time in which to take the amendment into account in preparing the bids, the MDL may, at its discretion, extend the deadline for the submission of bids. For this reason, interested and prospective bidders are advised to regularly visit the specified website of MDL tenders **until closing date of the tender.**

**23. Public Grievance Cell:** - A Public Grievance Cell headed by Shri. R R Kumar (GM- Production) has been set up in the Company. Members of public having complaints or grievances are advised to contact him on Wednesday between 10.00 hours and 12.30 hours in his office on 3rd floor, west Block, MAZAGON DOCK SHIPBUILDERS LIMITED, Dock Yard Road, Mumbai, 400010, INDIA or send their complaints / grievances to him in writing for redressal. His Telephone No. is +91 **22-2375 3512.**

**24. Working on MDL Holidays: NOT APPLICABLE**

**25. Liquidated Damages:**

Time is an essence of the Contract therefore the Items, as ordered, should be completed on the dates mutually agreed. In cases of delayed deliveries not attributable to the Buyer beyond the agreed schedule, the Seller shall pay liquidated damages, a sum representing 0.5% (Half per cent) per week or part thereof subject to maximum of 5% of value of delivered material. No liquidated damages shall be payable by the Seller for delay(s) in delivery not exceeding two (2) weeks being the grace period. However, no LD shall be paid by the Seller in case delivery is postponed by reasons attributable to the Buyer or End User. LD for delayed period due to Force Majeure conditions will not be applicable. For calculation of LD, date of bill of lading or airway bill to be considered as reference.

The above-mentioned payment of liquidated damages shall be treated as genuine pre-estimate of damages and shall be in full and final settlement of the Seller's liability for the said delays.



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Settlement of liquidated damages will be done by reducing the amount paid by the Buyer for the second stage payment. To do so, Buyer will send a formal notification of delayed delivery no longer than fourteen (14) days after the event occurs. The notification will state mutually agreed delivery date, effective delivery date of the shipment and indicative estimate of consequential liquidated damages both in % of total value and in exact amount. Buyer will provide proof of delivery showing the effective delivery date, such as an AWB. On receipt of this notification and proof and in application of the liquidated damage clause, JE will confirm acceptance of the request and issue a credit note to the Buyer of the value to be deducted from final payment.

**26. Book Examination Clause:**

In case it is found to the satisfaction of MDL that the Supplier has engaged an Agent or paid commission or influenced any person to obtain the contract as described in clauses relating to Agents/Agency Commission and penalty for use of undue influence, the supplier, on a specific request of MDL shall provide necessary information/inspection of the relevant financial documents/ information.

27. MDL reserves the right to consider placement of Order / Contract in part, partial or in full against the tendered quantity or reject any or all tenders without assigning any reason.

**28. Inspection:**

**A) Indigenous Bidder - Not Applicable.**

**B) Foreign Bidder**

Pre-despatch inspection confirming unconditional acceptance of material by Supplier-QC in the form of CoC.

**Receipt Inspection:**

Inspection will be carried out by IN reps along with MDL and Supplier (if present). Visual inspection will be undertaken generally without resorting to opening sealed / hermetic packing unless essentially needed.

**C) Documents to be Supply:**

- i. Technical Manuals
- ii. COC Certificates
- iii. Calibration Certificate, If applicable.

**29. Packaging and Marking:**

- (i) Items are to strongly and securely packed for appropriate mode of transportation (Sea, Air, Road) in a minimum cubic space in such a manner as to prevent damage and pilferage in transit from point of shipment to final destination as explained at para 8 of **the Enclosure02**. This also includes fulfilment of acoustic and shock requirement according to SEFC 1750-07.
- (ii) Marking of containers, corresponding packing list etc shall be clearly made to indicate the type of equipment / items packed inside the containers with stamped instruction that the container shall be stored in appropriate storage location. Packages containing delicate, acoustic sensitive and fragile material shall be marked in red block letter "DELICATE" and or "ACOUTIC SENSITIVE" and or "FRAGILE", "DO NOT DROP". Marking and storage should be conformed to STANAG 4281.
- (iii) All packing & marking shall also generally conform to INCOTERMS for CIF/CIP deliveries

**30. Forwarding/Dispatch of Material**

~~**Indian Bidders:** Items duly packed and marked should be delivered at CWH (MB), Ghatkopar, Mumbai.~~

**Foreign Bidders:** Preferred mode of dispatch is by sea unless stated otherwise and stipulated in the order/contract. Mode of Dispatch by Air shall be only after **PRIOR written approval**, Instructions of MDL. The material suitably and sea-worthy/air-worthy packed shall be delivered by the bidder/Vendor, on CIF (Mumbai Port) basis. The Bidder shall take reasonable care of the items after packing till their delivery CIF (Mumbai Port). A sample format of standard shipping Instructions is enclosed with the tender enquiry. The shipping instructions, as agreed upon for applicable type of

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shipment and incorporated in the order/contract, must be adhered to. In case of any penalty/demurrage and allied expenditure incurred by MDL due to non-observance of these instructions, except if such non observance is due to force majeure or to MDL's noncompliance with its obligations under the said order/contract or under other agreed specific conditions, same shall be borne by the Bidder and reimbursed within a period of thirty days from the receipt of invoice from MDL. Bidder/Vendor shall indicate co-relating description, cost and other such details of the items as per MDL order in the shipping documents for custom purposes

31. **Free Issue Material Bank Guarantee (FIMBG):** Not Applicable
32. In case of supply of duplicate/spurious/substandard items by the firm, MDL will resort to prosecution of the firm by taking legal action with all the stringent measures against the firm for supplying such items which has led to delay of the project of national importance and has endangered the national security. The firm will also be blacklisted in MDL & will be debarred from quoting in future MDL tenders and the same will be intimated to all other public sector undertakings and other Government organization. This is in addition to other provisions/remedies and terms & conditions of the tender enquiry.
33. **Offset Clause:** Not Applicable.
34. **Freak Low Quotes:** Not Applicable.
35. **Bidders sharing Land Border with India:**  
Order (Public Procurement No.4) dtd 23 Feb 2023 on Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017  
Gol vide Order (Public Procurement No.4) dtd 23 Feb 2023 has imposed Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017 on bidders from a country which shares a land border with India. Accordingly, following shall be complied by the Bidders while submitting bids.  
A) Any bidder from a country which shares a land border with India will be eligible to bid in this tender, whether of goods or services (including consultancy services and non-consultancy services) only if the bidder is registered with the Competent Authority. Further, any bidder (including an Indian bidder) who has a Specified Transfer of Technology (ToT) arrangement with an entity from a country which shares a land border with India will be eligible to bid in any procurement whether of goods or services (including consultancy services and non-consultancy services) only if the bidder is registered with the Competent Authority.  
B) The Competent Authority for the purpose of registration under this Order shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT). The Bidder shall submit declaration / certificate as per **Enclosure 27** towards compliance of Public Order on Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017. Any false declaration and non-compliance of the above would be a ground for debarment and further legal action in accordance with law.  
C) Validity of registration: In respect of tenders, registration shall be valid at the time of submission of bids and at the time of acceptance of bids. In respect of supply otherwise than by tender, registration should be valid at the time of placement of order. If the bidder was validly registered at the time of acceptance / placement of order, registration shall not be a relevant consideration during contract execution  
D) This order will not be applicable for cases stipulated in the Order (Public Procurement No.4) (as amended from time to time)  
E) "Bidder" for the purpose of this Order (Public Procurement No.4) (including the term 'tenderer', 'consultant' 'vendor' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.  
F) "Bidder from a country which shares a land border with India" for the purpose of this Order (Public Procurement No.4) means

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

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

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

Explanation-

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

b. "Control" shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholder's agreements or voting agreements;

(ii) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

(iii) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

(iv) Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

(v) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

G) "Agent" for the purpose of this Order (Public Procurement No.4) dtd 23 Feb 2023 is a person employed to do any act for another, or to represent another in dealings with third persons.

I) "Transfer of Technology" means dissemination and transfer of all forms of commercially usable knowledge such as transfer of know-how, skills, technical expertise, designs, processes and procedures, trade secrets, which enables the acquirer of such technology to perform activities using the transferred technology independently.

J) In works contracts, including turnkey contracts, contractors shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

**36. Breach of Obligation Clause with respect to Bid Submitted:**

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

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

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

We look forward to receive your most competitive and reasonable offer against this tender. It must be noted that in case of supplies from India and to be agreed upon, the tender clauses for Indigenous bidders will be applicable for such supplies.

**37. Intellectual Property:**

The Purchaser and the Bidder/Contractor retain their respective ownership of all inventions, designs, processes specifications, plans drawings and other information existing prior to, made or developed during the course of this Contract and the Purchaser shall not, unless especially agreed in writing by the Bidder/Contractor, disclose to any third party any information in whatever form without the prior written consent of the Bidder/Contractor. The sale of the Items provided in this Contract does not confer to the Purchaser any right to use the industrial and/or intellectual property rights pertaining to such supplies, except for the sole purpose of this Contract and in the relevant country (India).

**38. Termination**

Following ninety (90) Days prior written notice making reference to this article remaining without effect, the Purchaser shall be entitled to terminate part or whole of this Contract relating to any delayed items/product if the Contractor delays the delivery of any such item/products for more than six (6) months from the time specified for delivery thereof or any extension of such time, provided always that the Bidder/Contractor shall only be liable under this article if those delays have been caused by the sole Contractor's default without any occurrence of force majeure, and that such delays are not due to any act or omission on the part of the Contractor.

Following termination by the Purchaser, the Contractor shall refund to the Purchaser the price of any item/product already delivered and accepted, costs of work in progress and work for material already ordered specifically for the Contract and for which the Contractor cannot refuse delivery (Purchaser must become owner of such material upon full payment) unless otherwise mutually agreed upon, within thirty (30) days from the receipt of the written termination notice.

**39. Confidentiality**

Any Information obtained or acquired during the performance of this Contract, are not to be passed on to any third party by the receiving party, except on a need to know basis, in order to perform this Contract properly.

Any confidential Information obtained from the Bidder/Contractor is not to be passed on any third party by the Purchaser, unless it is in fulfillment of the activities under this Contract.

Both Parties agree not to disclose to any third party, except as may be necessary for the performance of this Contract, any Information supplied under this Contract by the other Party, except otherwise agreed mutually.

Both Parties mutually agree to treat classified information passed on to them under this Contract in accordance with the applicable corresponding national security regulations.

Any confidential Information which has to be made available by the receiving Party to a third party for the performance of this Contract shall be submitted to such a third party with the same restrictions as included in this Article, and a non-disclosure obligation shall be agreed upon between the receiving Party and the third Party

The requirement of this Article shall survive on termination or completion of this Contract for a period of ten (10) Years from such termination or completion.

For the purpose of this article, the End User (Indian Navy) and inspection authorities are not considered as "third Party".

**40. Non Re-exportation**

The Purchaser hereby undertakes not to sell, transfer, lend or deliver to any third party except the Ministry of Defence of India, under any conditions whatsoever, with or without compensation,

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temporarily or permanently, any part or whole of the item/product, subject of the Contract, without the prior written agreement of the French Government. End User certificates may be requested.

**41. FORCE MAJEURE**

Force Majeure shall mean any external cause which is beyond a Party's reasonable control and which that Party cannot reasonably overcome, including, but not limited to, severe storms, fires, floods, natural disaster or other acts of God, shortages of raw materials, epidemics, acts of war, whether declared or not, civil commotion, strike, lockout, sabotage, explosion, quarantine restrictions, acts of Governments including not granting necessary approvals or revocation of such approvals.

Should any Force Majeure circumstance arise, each of the Parties so affected shall be excused for the non-fulfilment or for the delayed fulfilment of any of its contractual obligations, if such affected Party within twenty-one (21) Days of its occurrence informs the other Party in writing.

Any change in applicable laws, regulations and/or standards having a significant impact on the Party's rights and obligations after signing of the Contract shall allow the Parties to meet to find an agreement on adjusting the Contract, in particular the prices and the term of delivery.

It is understood and agreed between the Parties hereto that the rights and obligations of the Party so affected by Force Majeure shall be deemed to be in suspension during the continuance of the Force Majeure event as aforesaid and the same rights and obligations shall automatically revive upon the cessation of

the intervening Force Majeure event.

When and if the effect of a Force majeure event affecting a Party and reported to the other Party comes to an end, the affected Party shall promptly inform the other Party in writing of the end of the Force majeure.

The period within which the rights and obligations of the Parties shall be in suspension due to Force Majeure event shall not be considered a delay with respect to the period of delivery and/or acceptance of the delivery under the Contract or otherwise to the detriment of either Party.

**CONSEQUENCES**

Time for performance of the contractual obligation under a Contract shall then be extended by a period as mutually agreed upon and as necessary to overcome the Force Majeure event

A Party claiming Force Majeure shall exercise reasonable diligence to seek to overcome the Force Majeure event and to mitigate the effect thereof on the performance of the obligations under the Contract. However, if the delay caused by such an event continues beyond a period of six (6) Months, from the occurrence of Force Majeure, the Parties shall discuss and find a solution to the problem. If no agreement can be reached within the next thirty (30) Days; the non-affected Party shall have the right to terminate the item(s) or part of the Contract affected by the Force Majeure event. Consequences of such termination shall be in accordance with the stipulations relating to Termination.

**42. Covid-19 Specific Provisions:**

Each Party confirms and warrants that it has taken into account the current conditions with regards to COVID-19, which may influence or affect the time schedule. However, should the execution of the Contract be unavoidably delayed by Covid-19 driven legal or administrative measures taken after the entry into force of the Contract and having consequences on the performance of the Contract, then the contractual provisions relating to Force Majeure shall apply. The Parties shall keep each other informed with the intention of minimizing the impact of such delay".

Yours faithfully,  
For MAZAGON DOCK SHIPBUILDERS LIMITED,

Manager (C-EY)  
(Commercial –East Yard)

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**List of Enclosures:**

- Enclosure-01 - Scope of work / supply.
- ~~Enclosure-02 – Additional Information for B & D spares~~
- Enclosure-03 - Tender enquiry terms Acceptance Format
- Enclosure-04 - GT&C Acceptance Format
- Enclosure-05 - STACS Acceptance Format
- Enclosure-06 - Sample Format of Shipping Instructions
- ~~Enclosure-07 – Not Applicable~~
- Enclosure-08 – Price Bid Format
- Enclosure-09 - Form of certificate of conformity (COC)
- Enclosure-10 - Deviation Sheet
- Enclosure-11 - EXTRACT OF PROVISIONS OF THE OFFICIAL SECRETS ACT, 1923
- ~~Enclosure-12 – Requirement Matrix~~
- Enclosure-13 - Format for certificate of warranty
- Enclosure-14 - General Terms & Conditions (GT&C) For Items & Services
- Enclosure-15 - Standard Terms & Conditions (STACS) For Items
- ~~Enclosure-16 – Proforma Bank Guarantee for Security Deposit~~
- Enclosure-17 - Proforma Bank Guarantee for Performance Security
- Enclosure-18 - Letter of Credit Format for shipment by sea / air.
- ~~Enclosure-19 – Proforma Bank Guarantee for Free Issue Material~~
- ~~Enclosure-20 – ILMS Format~~
- Enclosure-21 – Integrity Pact
- ~~Enclosure-22 – Integrity Pact Bank Guarantee Format~~
- Enclosure-23 – Certificate of having submitted Weight, dimensions and corresponding volume
- Enclosure-24 – Certificate of having submitted Preservation / De-preservation procedures
- Enclosure-25 – Format indicating shelf life detail corresponding to shelf life items.
- Enclosure-26 - Format indicating initial validity, periodicity of calibration.
- Enclosure-27 – Format for Land Border Sharing Declaration

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**Enclosure-01**

**SCOPE OF SUPPLY**

1. Scope includes supply of following Spares of Converter Cubicle along with relevant Documents & Certificates:

<b>SR NO.</b>	<b>DESCRIPTION</b>	<b>EQUIPT. CODE / Part No.</b>	<b>MANUFAC. REF/SUPPLIER REF</b>	<b>QTY</b>	<b>POS</b>	<b>MAIN ASSEMBLY</b>	<b>OEM</b>
1	LCP, Equipment Model No:-C516,	PMD/CTRL/LCP		2	MS05	MEP & Related Circuits	Jeumont
2	LIP, Equipment Model No:-C414	MCU/CTRL/LIP		1	MS05	MEP & Related Circuits	Jeumont
3	M66 M-MODULE		P75_M66-32IO	3	MS05	MEP & Related Circuits	Jeumont
4	CPU board, Equipment Model No:-G744	GEN/CC/AVR/CPU		1	MS05	MEP & Related Circuits	Jeumont
5	Power supplies board, Equipment Model No:-G742	GEN/CC/AVR/AET		2	MS05	MEP & Related Circuits	Jeumont
6	I/O log board, Equipment Model No:-G745	GEN/CC/AVR/IES		2	MS05	MEP & Related Circuits	Jeumont
7	Power stage board, Equipment Model No:-G743	GEN/CC/AVR/CPE		2	MS05	MEP & Related Circuits	Jeumont
8	Analog input module, Equipment Model No:-G749	GEN/CC/AVR/M35		1	MS05	MEP & Related Circuits	Jeumont

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**Enclosure-03**

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

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

TEF CLAUSE No.	BIDDER'S REMARK	TEF CLAUSE No.	BIDDER'S REMARK	TEF CLAUSE No.	BIDDER'S REMARK
1.Scope		2. EMD	NA	3.Validity	
4.Integrity Pact		5.Single Packet Bid		6.Bid Rejection	
7.Pre-Bid	NA	8.Clarification		9.Delivery	
10.Pricing		11.Payment		12.SD	NA
13.Guarantee Warranty		14.PSBG		15.Deviations	
16.Taxes		17.Loading Criteria	NA	18.Normalising	NA
19.Consignee		20.Purchase Preference	NA	21.Mode of Dispatch	
22.Modification of Bid		23.Public Grievance		24.Working on Holiday	NA
25.LD		26.Book Examination		27.MDL Right	
28.Inspection		29.Packing & Marking		30.Forwarding & Despatch	
31.FIMBG	NA	32.Duplicate/Spurious/ Substandard Items		33. Offset	NA
34.Freak Low	NA	35. Land Border Sharing		36. Breach of obligation	
37. Intellectual Property:		38. Termination		39. Confidentiality	
40. Non Re-exportation		41. FORCE MAJEURE		42. Covid-19	

COMPANY'S NAME & ADDRESS:

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

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

NOTES:

- Bidder confirms to have carefully read the Terms & Conditions enclosed only with this Tender Enquiry Form (TEF) prior to filling up this acceptance format.
- Bidder confirms to have indicated “**ACC**” for **Accepted**, “**DEV**” for **Deviation** taken for each clause number in the above table.
- In case of any deviations taken the bidder confirms to have attached **Separate Sheet** indicating all relevant details such as Number & description of the Clause, **Reasons for Deviation and suggested alternative(s)**.
- Clause numbers shown in the above format also includes the sub-clauses under these clauses.



**PART- A**  
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**Enclosure-04**

**Acceptance Form for General Terms and Conditions (GT&C)**  
**(Bidders to fill, sign, stamp and return this form in PART- I bid)**

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

GT&C CLAUSE No.	BIDDER'S REMARK	GT&C CLAUSE No.	BIDDER'S REMARK	GT&C CLAUSE No.	BIDDER'S REMARK
A10	Blank	A20		A30	NA
A40		A50		A60	
A70		A80		A90	
A100	NA	A110	NA	A120	
A130		A140		A150	
A160		A170		A180	
A190		A200	NA		

COMPANY'S NAME & ADDRESS :

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

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

NOTES:

1. Bidder confirms to have carefully read the General Terms & Conditions (GT&C) of the Tender Enquiry prior to filling up this acceptance format.
2. Bidder confirms to have indicated "ACC" for Accepted, "DEV" for Deviation Taken for each clause number in the above table.
3. In case of any deviations taken, **Bidder confirms to have attached Separate Sheet** indicating all relevant details such as Number & description of the Clause, Reasons for the Deviation and suggested Alternative(s).
4. Clause numbers shown in the above format also includes the sub-clauses under these clauses. For example, Clause no. A10 means – Clause nos. A11, A12, A13.

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Enclosure-05

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

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

TENDER ENQUIRY No.: \_\_\_\_\_

STACS CLAUSE No.	BIDDER'S REMARK	STACS CLAUSE No.	BIDDER'S REMARK	STACS CLAUSE No.	BIDDER'S REMARK
101.102.103		120		200	
210		220		230	
240	NA	250		260	
270		280		290	
300		310		320	
330		340		350	
360		-----		-----	

**COMPANY'S NAME & ADDRESS:**

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

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

**NOTES :**

- Bidder(s) confirms to have carefully read the Standard Terms & Conditions (STACS) included in the tender prior to filling up this acceptance format.
- Bidder(s) confirms to have indicated "ACC" for Accepted, "DEV" for Deviation Taken for each clause number in the above table.
- In case of any deviations taken the bidder confirms to have attached **Separate Sheet** indicating all relevant details such as Number & description of the Clause, **Reasons for Deviation and suggested alternative(s)**.
- STACS clause numbers shown in the above format also includes the sub-clauses under these clauses. For example 220 means – clause nos. 220, 221, 222.

\*\*\*\*\*

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**Enclosure-**

**06 SAMPLE FORMAT OF SHIPPING INSTRUCTIONS**

1. The Bill of Lading shall clearly indicate the following:
  - a) Order No.
  - b) Name of the Vessel
  - c) Port of loading and discharge
  - d) Gross weight and Nett weight in kgs.
  - e) Consignee: MAZAGON DOCK SHIPBUILDERS LIMITED  
DOCKYARD ROAD, MUMBAI – 400 010 (INDIA)
  
2. **PARCEL POST METHOD OF DESPATCH TO INDIA**

In agreed cases of Parcel Post method of dispatch, the goods must be packed suitably for postal despatch to India, and the parcel must be addressed to M/s. MAZAGON DOCK SHIPBUILDERS LIMITED., Mazagon, Mumbai 400 010, showing the Order Number, Item Number(s) and the Import LICENSE Number, on the Wrapper, below the address.
  
3. **NON-NEGOTIABLE DOCUMENTS:** Requisite sets of non-negotiable documents shall be sent by Vendor to the Purchaser in time immediately on shipment to MDL:
  
4. **NEGOTIABLE DOCUMENTS:** Complete set of Negotiable documents should reach State Bank of India, Mumbai (or any other bank as specified by the Purchaser in Order) in case of payment through LC (OR directly to purchaser in case of payment mode other than LC) on or before arrival of vessel at Mumbai Port, failing which demurrage incurred, if any, on this account will be recovered from the Vendor. In case of any problem for submission of negotiable documents to the bankers/purchaser, the Vendor shall instruct shipping agents to issue delivery order against MDL's indemnity in absence of negotiable documents.
  
5. All **DOCUMENTS** should clearly indicate at least Purchaser's Order Number. Following details, as relevant, should also be appropriately specified on the documents submitted for co-relation:
  - a. Import License No.
  - b. Purchaser's Order No.
  - c. Names of carrying vessel & shipping co. / Flight no & Name of the Airline.
  - d. Bill of Lading / Airway bill No.
  
6. **DEFICIENCIES & DEFECTIVE GOODS**

Should any deficiencies be established, these must be made good by the dispatch under "No Charge" invoice but indicating the cost only for custom purposes where relevant. Any complaints in regards to material will be notified within 180 days of receipt of consignment in Purchaser's Store / Yard, and any defective material will be returned at supplier's risk and cost and the Contractor / Suppliers should replace these goods / materials and deliver free of charge on C.I.F. basis.
  
7. **WHARFAGE AND DEMURRAGE**

The wharfage and demurrage will be to Contractor / Supplier's accounts for all shipments that reach purchaser without bill of lading properly endorsed or any such discrepancy (ies) in the Shipping documents. The supplier shall be responsible for fines or increased customs charges due to errors or commissions in description, weight or measurement and for increased customs or wharfage and handling charge due to improper packing. It is also a condition of purchase that storage and demurrage payable to port authorities at the port of discharge in respect of shipment arriving before the actual receipt of the shipping documents will be borne by the Contractor / Supplier. All such charges shall be paid by the Vendor/ Contractor / Seller to the Purchaser within 30 days of the claim raised by the Purchaser.
  
8. **GENERAL**
  - a) Immediately on receipt of import license for the import of the stores, intimation will be given to the suppliers of the grant of licenses, indicating the limiting factor and validity period. It must be ensured that shipment is made within the validity period of the license as it is difficult

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to obtain extension of the validity period from the licensing authorities. However, no shipment must be effected without intimation of import LICENSE particulars from Purchaser. To avoid difficulty in clearing the shipment through local customs the description and quantity as given in the invoice should confirm strictly to those indicated in the list of goods that will be supplied.

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

**6. EXTRACT FROM THE BROCHURE REGARDING INSTRUCTIONS ON SHIPPING ARRANGEMENTS FOR GOVERNMENT OWNED / CONTROLLED CARGOES. (ANNEX VI) ----- Vendor / Shipper should ESSENTIALLY VERIFY the applicability of these provisions from the Purchaser at least 15 days PRIOR to actual Shipment).**

Freight Rebates Agreements currently in force with a view to securing special freight reduction for general Liner Cargoes (imports) shipped on Government account, the Ministry of Shipping & Transport have entered into transportation agreements from time to time with the Conferences / Shipping Lines covering the following trade routes. a) Shipments from U.K. / Continent.

- i. Agreement with the India, Pakistan, Bangladesh Conference covers all Governmental cargoes emanating from U.K. - including Northern Ireland (also EIRE), North Continent of Europe (West Germany, Holland, Belgium, France, Norway, Sweden, Denmark and Finland), French and western Italian Ports on the continental seaboard of the Mediterranean, and the Port of Rostock in the German Democratic Republic.
- ii. Shipments on F.O.B. or FAS terms, arranged through the accredited forwarding agents of the Government of India will be entitled to an immediate rebate of 15% of gross Tariff rates.
- iii. Immediate rebate will be 9 1/2 % off the gross Tariff rates in respect of (a) cargoes which are intended for sale or disposal commercially wither in their original or subsequently manufactured state (b) parcels of fertilizers and heavy chemicals, not subject to special quotations. Items of cargoes which are confirmed to STC / MMTC's monopoly will however receive 5% extra rebate in respect of FOB / FAS contract and 5% extra rebate in respect of C&F / CIF / OR / TURNKEY Contracts.
- iv. For shipment of cargoes on CIF / C&F Turnkey terms, the Member Lines will grant an extra rebate of 5% on U.K. / North Continental Gross Tariff rates to Government consignees in addition to the 9 1/2% immediate rebate admissible to the contract shippers, i.e. the foreign suppliers (or 10% deferred commission to non-contract foreign suppliers) provided the same is claimed by the Government Consignees within one year from the date of Bill of Lading. For this purpose, two copies of non-negotiable Bill of Lading indicating the gross freight amount thereon are required to be made available to the Shipping Co-ordination Officer in the Department of Shipping (Chartering Wing) in the Ministry of Shipping-Road Transport-Highways by the Suppliers / importers for necessary endorsement on one such copy and return to the Port Consignee for presenting to the carriers' agents for obtaining the extra 5% rebate on freight. The claim will be rejected if not referred by the consignee to the carriers' port agents within a period of one year from the date of Bill of Lading.
- v. Extra rebate will not be payable in respect of cargo covered by a specially reduced freight quotation to the CIF / C&F FOR / Turnkey supplier or shipper.
- vi. All contracts placed on CIF / C&F FOR / Turnkey terms should include a stipulation that only vessels belonging to the Member Lines of the Conference will be utilised for carriage of cargoes covered by such contracts. If conference space is not available for any specific shipment, the Government shall have the right to seek dispensation to use other flag vessels.
- vii. In absence of original Bills of Lading after confirming the Government of India has title to the goods the Lines Agents in India will release the cargo against a Letter of Indemnity given by the Government of India, Government Department / Undertaking / Projects / Director of Supplies Embarkation Commandant at the port of discharge. The original Bills of Lading will be presented within one year of issuing of Letter of Indemnity.

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**ENCLOSURE-08**

<b>PRICE BID PRESCRIBED FORMAT – RATE SHEET</b>								
Sr. No	Material Description	QTY	Units	CURRENCY	UNIT RATE CIF JNPT PORT	TOTAL VALUE CIF JNPT PORT	UNIT RATE CIP MUMBAI PORT	TOTAL VALUE CIP MUMBAI PORT
1	LCP, Equipment Model No:-C516,	2	Nos					
2	LIP, Equipment Model No:-C414	1	Nos					
3	M66 M-MODULE	3	Nos					
4	CPU board, Equipment Model No:-G744	1	Nos					
5	Power supplies board, Equipment Model No:-G742	2	Nos					
6	I/O log board, Equipment Model No:-G745	2	Nos					
7	Power stage board, Equipment Model No:-G743	2	Nos					
8	Analog input module, Equipment Model No:-G749	1	Nos					

**Notes Applicable to Foreign Bidders:**

Duties & taxes as applicable in India for Import of the material shall be borne by MDL. However, taxes & duties prevailing in the country of foreign Manufacturer / Supplier are to be borne by the foreign bidder. The bidder hereby confirms to have quoted the unit rates and total item wise values in the columns of above format for CIF/CIP Mumbai/JNPT Port basis

*Company's Seal*

Date:  
person)

(Signature, Name & Designation of Bidder's authorized

**Enclosure-09**

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**FORM OF CERTIFICATE OF CONFORMITY**

In accordance with the Order N°..... Dated ..... placed by MAZAGON DOCK SHIPBUILDERS LIMITED on (Bidder's Name) and corresponding to (Bidder's Name) invoice no ..... dated.....

1. We herewith certify that corresponding to the Item description..... related to Yard Nos. 11878, 11879 & 11880.

Item no as per PO	Item Description as per PO	Material Grade / Specs / Type/Part No.	Measurement Unit	Quantity as per PO	Quantity accepted

2. We further certify that:

- a. Each of the item supplied has been identified by permanent marks (such as Reference No.....) with appropriate method such as engraving / non erasable ink/punching where permissible.
- b. Each of the items supplied are manufactured with quality and are fully compatible and suitable for use with the respective main equipment ordered by MDL under Project-75.

List of waivers accepted by the Buyer	List of waivers not accepted by the Buyer
Bidders to specify:	Nil

3. **All details listed below as applicable to each line item have been verified, found compliant and acceptable as per terms of above mentioned order:-**

**Description, Quantity, Aspect, Technical Data Sheets, Calibration Reports, Shock indicators, Tilt indicators, Shelf Life details indicating Date of Manufacture & Expiry and packaging in correlation with Packing List.**

**For and on behalf of**

**(Supplier's name)**  
**In- charge of QUALITY**  
 Seal signature & date

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**Enclosure - 10**

**Format of Deviation Sheet**

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

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

**COMPANY'S NAME & ADDRESS:**

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 -----  
 -----

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

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**Enclosure-11**

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

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**SECTION 2(B): “PROHIBITED PLACE”**

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

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

**SECTION 3: “PENALTIES FOR SPYING”**

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

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

**SECTION 4: “COMMUNICATION WITH FOREIGN AGENTS”**

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

**SECTION 5: “WRONGFUL COMMUNICATION OF INFORMATION”**

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

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

Shall be guilty of an offence under this Act.

**SECTION 6: “UNAUTHORISED USE OF UNIFORMS”**

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

**SECTION 7: “INTERFERING WITH OFFICERS OF POLICE”**

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

**SECTION 8: “DUTY OF GIVING INFORMATION”**

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

**SECTION 9: “INCITEMENT”**

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

**SECTION 10: “PENALTY FOR HARBOURING SPIES”**

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

**SECTION 11: “SEARCH WARRANTS”**

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

**Enclosure -13**



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**FORM OF WARRANTY CERTIFICATE**

In accordance with the Order N<sup>o</sup>..... Dated ..... placed by MAZAGON DOCK SHIPBUILDERS LIMITED on \_\_\_\_\_(Name of firm)

\_\_\_\_\_ (Name of firm) certify that the following Items identified by the following references related to Yard Nos 11878, 11879 & 11880.

Description of B&D Spares /Item(s) and Manufacturer's Serial Number (OR any other such ID No) as per packing list no..... dated .....enclosed herewith

Bill of Lading/Air Way Bill no /Delivery Challan No. & Date.....  
 Covered by \_\_\_\_\_ (Name of firm) Invoice No & Date..... are warranted according to the terms and conditions as specified in the order.

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

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

For and on behalf of

COMPANY'S NAME & ADDRESS:

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

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

<b>Order reference Number</b>	
<b>LC No.</b>	
<b>Corresponding to Invoice No &amp; Date</b>	
<b>Packing List No. &amp; Date</b>	

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**Enclosure-14**

**PART- A**  
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**GENERAL TERMS & CONDITIONS (GT&C) FOR ITEMS**

**A10. BLANK**

**A20. SECURITY DEPOSIT.**

A21. The successful bidder shall submit a Security Deposit @ 5 % of the contract / order value (excluding taxes, duties, freight, service component) of the Order in the form of Demand Draft / Bank Guarantee in the prescribed format in favour of Purchaser within 25 days from date of Contract. The Security Deposit will be returned only after the successful execution of the order / contract. Refund of Security Deposit whenever considered admissible by the Purchaser, shall be without interest only.

**A30. FORFEITURE OF EMD / BID BOND: Not Applicable.**

**A40. FORFEITURE OF SECURITY DEPOSIT.**

A41. Non-performance of agreed terms and or default/breach by Bidder/Supplier/Contractor will result in forfeiture of security deposit with application of risk purchase provisions as felt appropriate by the Purchaser.

**A50. FORFEITURE OF PERFORMANCE GUARANTEE**

A51. In the event of Bidder/Supplier/Contractor failure to attend the Guarantee defects within a reasonable period of time, the Performance Bank Guarantee will be encashed by the Purchaser. The Purchaser's decision shall be final and binding on Bidder/Supplier/Contractor in this regard.

**A60. SUPPLIES**

A61. The equipment / products / items / Services to be supplied shall be strictly in accordance with the Drawings / Specifications / Requirements indicated in the Tender Enquiry / Order with deviations, if any, as mutually accepted.

**A70. PROGRESS REPORTING & MONITORING**

A71. Where so stipulated in the order, the Bidder / Supplier / Contractor shall render such reports from time to time as regards the progress of the contract and in such a form as may be called for by the Purchaser.

**A80 CANCELLATION OF ORDER/ TERMINATION  
TERMINATION BY THE BUYER**

**Termination for delayed Items/Services**

Following ninety (90) Days prior written notice making reference to this Article remaining without effect, the Buyer shall be entitled to terminate part or whole of this Contract relating to any delayed Items/Services if the Seller delays the delivery of any such Item/Services for more than six (6) Months from the time specified for delivery thereof or any extension of such time, provided always that the Seller shall only be liable under this Article if those delays have been caused by the sole Seller's default without any occurrence of force majeure.

**Termination for Bankruptcy**

The Buyer shall be entitled to terminate the Contract in the following events:

- (a) If the Seller shall at any time become bankrupt or shall have a receiving order or administration order made against him, or shall make any composition or arrangement with or for the benefit of his creditors, or shall make any conveyance or assignment for the benefit of creditors.
- (b) In the event that the Seller commit any act of bankruptcy or shall commence winding up by reason of insolvency or adjudicated as bankrupt or insolvent by any competent courts, judicial forum or shall make an assignment for the benefit of creditors, the Seller shall forthwith notify the Buyer, who shall have the right to terminate the Contract wholly or in part.

**CONSEQUENCE OF TERMINATION**

Following termination as per para above, the Seller shall refund to the Buyer by SWIFT the corresponding percentage of all payments received by the Seller in relation with the price of the Item/Services so terminated, within thirty (30) Days from the receipt of the written termination notice.

Following termination by the Buyer under Article 11.1.2 above, the Seller shall refund to the Buyer by SWIFT the advance payment received less the Contract price of any Item/Services already delivered and accepted, unless otherwise mutually agreed upon, within thirty (30) Days from the receipt of the written termination notice.

**A90. PRESERVATION AND MAINTENANCE**

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A91. Should any material require any preservation till its final installation/fitment, the detailed procedure (Long term & short term) for the same as also the time of interval after which the state of preservation needs to be reviewed is to be stated by the Bidder/Supplier/Contractor.

A92. Further the de-preservation prior to the material/equipment being commissioned and the maintenance procedure together with its periodicity is also to be indicated by the Bidder / Supplier / Contractor.

A93. The Bidder / Supplier / Contractor in their offer must confirm that indigenous oil; lubricants and preservatives, etc. can be used in the equipment. The bidder must also give assurance that the equipment performance will not be downgraded by use of indigenous equivalents.

**A100. FREIGHT AND INSURANCE.: Not Applicable.**

**A110. TAXES & DUTIES / STATUTORY LEVIES: Not Applicable.**

**A120. DEMURRAGE**

A121. Storage and Demurrage charges will be payable by the Bidder / Supplier / Contractor for all shipments that reach purchaser without proper despatch documentations, Lorry Receipts not accompanied by packing lists, invoices etc. The Supplier shall be responsible for fines due to errors or omissions in description, weight or measurements and for increased handling charges due to improper packing.

**A130. INSPECTION, TESTING.**

A131. The ordered items will be inspected either by Classification Society / Nominated Agency and or by Inspection Executive nominated by Purchaser at stages defined in the tender / Purchase Order or as agreed to be defined subsequently in terms of the Purchase Order.

A132 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 Bidder/ Supplier / Contractor.

A133. The Bidder / Supplier / Contractor shall accord all facilities to Purchaser's Inspectors / Nominated Agency to carry out Inspection / Testing during course of manufacture / final testing.

**A140. RECEIPT INSPECTION BY MDL.**

A141. MDL shall carry out necessary inspection of the items on receipt, on the basis of an appropriate quality assurance system and inspection system requirements along with representative of the Owner. Any objection raised by MDL Quality Control Team against quality of materials or workmanship shall be satisfactorily corrected by the Contractor at his expense in 30 days and exact resolution of issue will be fixed during the corrective action period and replacement time will be with mutual agreement between both the parties so that operational requirements of the submarines are to be fulfilled. Items damaged during transit shall also be rectified/replaced by the Contractor within shortest possible time, payment for which shall be made at mutually agreed rates.

**A150. REJECTION OF MATERIALS.**

**a) NOTICE OF DEFECT**

- i. Upon knowledge of the defect, the Buyer shall immediately inform the Seller in writing and / or fax or email with a detailed explanation of the problem, any defect, for which claims are intended to be lodged by him. In case such information is not given by the Buyer within a maximum of thirty (30) Days upon knowledge of the defect, the Buyer cannot lodge any claim for the defect concerned and the warranty shall be excluded. The Buyer shall do their best to facilitate early rectifications of such defects.
- ii. If the Buyer lodges any claim, the Seller shall be entitled to send his representatives or any experts of his choice to inspect the defect and its date of occurrence and to enquire into its cause at his cost which, however, shall not discharge the Buyer from his liability to prove the defect. If a claim is not covered under this warranty, the buyer shall bear the costs for the repairs.

**b) REMEDY OF THE DEFECT**

- i. This warranty shall apply only in as much as the Equipment have been stored, handled, installed, used and maintained in compliance with the Seller's instructions, provided the said items have been used and stored under normal operating conditions. The Seller shall repair or replace any item or part of the Equipment which is proved defective.

The Seller's representative shall attend/commence remedial actions within two (2) weeks after the receipt of the writing information defined in para a (i) (Notice of Defect). When required and upon mutual agreement between the Parties, the Seller shall do their best to remedy defects without affecting operational requirements of the Submarines. In case of failure of the Seller's Representative to attend/commence the

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remedial action within the stipulated period, the Buyer reserves the right to invoke the Warrantee Bank Guarantee.

- ii. Defective items of Equipment shall be repaired by the Seller in the Buyer premises at his cost, unless the Seller decides to repair such items at the Seller premises. In such a case, the Seller shall (i) bear the transportation's costs and (ii) be responsible for the customs clearances of the returned and repaired items. Repaired parts of the Equipment shall be entitled to the residual warranty period of guarantee remaining at the date of knowledge of the defect or six (6) months whichever is later.  
Replaced part of the Supplies shall enjoy the same provision of warranty as the original one. With the prior approval of the Buyer, the Seller may request to use spares from the Buyer's stock to rectify the warranty defect. In case of use by the Seller of such spares, the Seller will replace or repair the spares at no cost to the Buyer and within reasonable time period as per needs of the Buyer.

**A160. TECHNOLOGICAL DEVELOPMENTS / MODIFICATIONS: Not Applicable.**

**A170. PURCHASER'S RIGHT TO ACCEPT ANY BID, PART OF BID AND TO REJECT ANY OR ALL BIDS.**

171. The Purchaser reserves the right to accept and or reject any or all tenders and or to withdraw the tender in to and or award the contract / order in full or part to more than one Supplier / contractor without assigning any reason whatsoever and without thereby incurring any liability to the affected Bidder or Bidders or any obligations to inform the affected Bidder or Bidders of the grounds for MDL action.

In case of partial order, contractor reserves right to review their Unit prices

**A180. BANK GUARANTEE / INSURANCE COVER FOR FREE ISSUE MATERIAL**

A181. The Bidder / Supplier / Contractor shall furnish Bank Guarantee / insurance Cover equivalent to the value of materials supplied by MDL free of cost valid up to the execution of the contract / delivery of material, inspected / accepted and receipt at MDL together with the material reconciliation statement whichever is later.

**A190. BIDDER'S RESPONSE IN CASE OF NO PARTICIPATION**

A191 The Sub-contractor / Supplier / Supplier shall inform the Purchaser in advance in case he is unable to participate in the tender for whatsoever reason. Failure to comply with this will be viewed seriously and consecutive three failures on the part of Sub-contractor / Supplier / Supplier to do so is liable for disqualification / debarring of the Sub-contractor / Supplier / Supplier from all future tender enquiries and or delisting from the list of 'Approved Registered Suppliers.

**A200. FACILITY PROVISION (Applicable only for Services) : Not Applicable.**

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**Enclosure 15**

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**STANDARD TERMS AND CONDITIONS (STACS)**

- 101** The word '**Purchaser**' refers to MAZAGON DOCK LIMITED, (MDL), a Company registered under the Indian Companies Act, 1913 and it includes its successors or assignees.
- 102** The word '**Bidder/Supplier/Contractor**' means the person / firm / Company who undertakes to manufacture and/or supply and/or undertake work of any nature assigned by the Purchaser from time to time and includes its successors or assignees.
- 103** The word '**Owner**' means the person or authority with whom Mazagon Dock Limited (Purchaser) has contracted to carry out work in relation to which orders are placed by the Purchaser on the **Bidder/Supplier/Contractor** under this contract for supply or manufacture of certain items and would include Department of Defence Production, Ministry of Defence, Government of India, the Indian Navy, the Coast Guard and any other specified authority.
- 120 GENERAL**
121. UNLESS OTHERWISE INDICATED SPECIFICALLY BY THE BIDDER / CONTRACTOR IN HIS BID, IT SHALL BE CONSTRUED AS HIS ACCEPTANCE OF ALL THE CONDITIONS MENTIONED IN THIS STACS.
- 200 COMMUNICATION & LANGUAGE FOR DOCUMENTATION**
201. Any letter, facsimile message, e-mail intimation or notice sent to the Bidder/Supplier/ Contractor at the last known address mentioned in the offer / order shall be deemed to be valid communication for the purpose of the order/contract. Unless stated otherwise by the purchaser, Language for communication & all documentation shall be same, which the Purchaser has used, in the tender enquiry.
- 210. PURCHASER'S PROPERTY.**
- 211.** All property (such as materials, drawings, documents etc) issued by the Purchaser or any other individual or firm on behalf of the Purchaser in connection with the contract shall remain confidential, being the property of the Purchaser and the Bidder/Supplier/Contractor shall undertake to return all such property so issued and will be responsible for any or all loss thereof and damage thereto resulting from whatever causes and shall reimburse the Purchaser the full amount of loss and damage.
- 212.** On completion of work in any compartment / location of the purchaser's premises, the Bidder/Supplier/Contractor must ensure that the place is left in a reasonably clean state and all scrap is transferred to nearby scrap-bins.
- 220. RISK PURCHASE**
- 221.** If the equipment / article / service or any portion thereof be not delivered / performed by the scheduled delivery date / period, any stoppage or discontinuation of ordered supply / awarded contract without written consent by Purchaser or not meeting the required quality standards the Purchaser shall be at liberty, without prejudice to the right of the Purchaser to recover Liquidated Damages / penalty as provided for in these conditions or to any other remedy for breach of contract, to terminate the contract either wholly or to the extent of such default. Amounts advanced or part thereof corresponding to the undelivered supply shall be recoverable from the Contractor / Bidder at the prevailing bank rate of interest.
- 222.** The Purchaser shall also be at liberty to purchase, manufacture or supply from stock as it deems fit, other articles of the same or similar description to make good such default and/or in the event of the contract being terminated, the balance of the articles of the remaining to be delivered there under. Any excess over the purchase price, cost of manufacture or value of any articles supplied from the stock, as the case may be, over the contract price shall be recoverable from the Bidder / Supplier / Contractor.
- 230. RECOVERY-ADJUSTMENT PROVISIONS:**
- 231.** Payment made under one order shall not be assigned or adjusted to any other order except to the extent agreed upon in writing by the Purchaser. During the currency of the contract, if any sum of money is payable by the Bidder / Supplier / Contractor the same shall be deducted from any sum then due or thereafter may become due to the Bidder / Supplier / Contractor under the contract or any other contract with the Purchaser.
- 240. ADDITIONAL BANK GUARANTEE**
- 241.** ~~In case after opening of price bid of technically cleared firms, it is noted that L-1 firm has quoted very low rates and indicates to withdraw from the tender then EMD shall be forfeited and firm may be given tender holiday including intimation to other PSUs. If the rates quoted are less than MDL estimates by 40% or so and if the difference in rate between L1 and L2 is 30% or more then the firm will have to give additional BG of 20% of the PO value as additional security. Bank charges for this additional BG shall be borne by MDL and reimbursed against proof of payment. 0~~
- 250. INDEMNIFICATION**

In no event either the Seller shall be liable for any indirect or consequential damages. Notwithstanding any Article of this Contract, claims for any indirect, incidental, consequential or remote damages, loss of profit, or loss of revenue are not permitted for both Parties. Except for liability arising from

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a breach of this Contract and/or except for any claim that is the result of a Party's gross negligence or wilful misconduct, in no event shall either Party be liable to the other Party for anything other than direct damages, and neither Party shall be liable to the other Party for consequential, incidental, special (including multiple or punitive) or other indirect damages (including, but not limited to, lost revenues or lost profits) that are claimed to be incurred by the other Party whether such claim arises under Contract, tort (including strict liability), indemnity or other theory or law.

The total cumulative liability of JE must not exceed 15% of the contract price.

As a consequence of this clause, the Buyer shall indemnify and keep the Seller harmless against all costs and liability howsoever arising out of or from any claim or demand of the End-user or any third party which would be in excess of the above mentioned amount. Any express or implied conditions, statements or warranties whatsoever, statutory or otherwise, not stated in the Order, are hereby excluded.

**260. TRANSFER OF SUPPLIERS / CONTRACTOR'S RIGHTS:**

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

**270. SUBCONTRACT & RIGHT OF PURCHASER**

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

**80. PATENT RIGHTS.**

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

**290. AGENTS/AGENCY COMMISSION:**

**291.** The seller confirms and declares to the buyer that the seller is the original manufacturer or authorized distributor/stockiest of original manufacturer of the stores referred to in this contract and has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommended to the Buyer or any of its functionaries, whether officially or unofficially , to the award of the Contract / Purchase order to the Seller; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The Seller agrees that if it is established at any time to the satisfaction of the Buyer that the present declaration is in any way incorrect or if at a later stage it is discovered by the Buyer that the Seller has engaged any such individual/firm, and paid or intended to pay any amount, gift, reward , fees, commission or consideration to such person, party, firm or institution , whether before or after the signing of this Contract / Purchase order, the Seller will be liable to refund that amount to the Buyer. The seller will also be debarred from participation in any RFQ/Tender for new projects/program with Buyer for a minimum period of five years. The buyer will also have a right to consider cancellation of the Contract either wholly or in part, without any entitlement or compensation to the Seller who shall in such event be liable to refund all payments made by the buyer in terms of the Contract along with interest at the rate of 2% per annum above LIBOR (London Inter Bank Offer Rate) (for foreign vendors) and base rate of SBI plus 2% (for Indian Vendors). The Buyer will also have the right to recover any such amount from any contracts concluded earlier with Buyer.

**300. USE OF UNDUE INFLUENCE / CORRUPT PRACTICES:**

**301.** The Bidder / Supplier / Contractor undertakes that he has not given, offered or promised to give, directly or indirectly any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the Purchaser or otherwise in procuring the contract or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the Contract with the Purchaser for showing or forbearing to show favour or disfavour to any person in relation to the Contract or any other Contract with the Purchaser. Any breach of the aforesaid undertaking by the Bidder / Supplier / Contractor or any one employed by him or acting on his behalf (whether with or without the knowledge of the Bidder / Supplier / Contractor) or the commission of any offence by the

Bidder / Supplier / Contractor or any one employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1980 or the Prevention of Corruption Act, 1947 or any other Act enacted for the prevention of corruption shall entitle the Purchaser to cancel the contract and all or any other contracts with

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the Bidder / Contractor / Supplier and recover from the Bidder / Supplier / Contractor the amount of any loss arising from such cancellation. Decision of the Purchaser or his nominee to the effect that a breach of the undertaking has been committed shall be final and binding on the Bidder / Supplier / Contractor.

- 302.** The Bidder / Supplier / Contractor shall not offer or agree to give any person in the employment of Purchaser any gift or consideration of any kind as "Inducement" or "reward" for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the contract/s. Any breach of the aforesaid condition by the Bidder / Supplier / Contractor or any one employed by them or acting on their behalf (whether with or without the knowledge of the Bidder / Supplier / Contractor) or the commission of any offence by the Bidder / Supplier / Contractor or by any one employed by them or acting on their behalf which shall be punishable under the Indian Penal Code 1980 and/or the Prevention of Corruption by Public Servants, shall entitle Purchaser to cancel the contract/s and all or any other contracts and then to recover from the Bidder / Supplier / Contractor the amounts of any loss arising from such contracts' cancellation, including but not limited to imposition of penal damages, forfeiture of Security Deposit, encashment of the Bank Guarantee and refund of the amounts paid by the Purchaser.
- 303.** In case, it is found to the satisfaction of the Purchaser that the Bidder / Supplier / Contractor 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 use of undue Influence, the Bidder / Supplier / Contractor, on a specific request of the Purchaser shall provide necessary information / inspection of the relevant financial document / information.

**310. IMMUNITY OF GOVERNMENT OF INDIA CLAUSE**

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

**320. EXPORT LICENCE**

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

**330. BANNED OR DE-LISTED CONTRACTORS / SUPPLIERS.**

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

**340. DUTY OF PERSONNEL OF SUPPLIER/SUPPLIER**

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

**350. ARBITRATION**

Any and all disputes which may arise out of or in connection with Contract and which cannot be amicably settled shall be settled finally in accordance with the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with those Rules. The seat of the arbitration will be Singapore and the proceedings will be conducted in English.

**360. JURISDICTION OF COURTS: Not Applicable.**

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**Enclosure-17**

**PROFORMA BANK GUARANTEE FOR PERFORMANCE SECURITY**

(ILLUSTRATIVE FORMAT)

(On Non-Judicial stamp paper of value Rs. 500/-)

IN CONSIDERATION OF MAZAGON DOCK SHIPBUILDERS LIMITED (Formerly known as MAZAGON DOCK LIMITED) a company incorporated under the Companies Act 1956 and having its registered office at Dockyard Road, Mumbai 400010 (hereinafter referred to as the "the Purchaser" which expression shall, unless it be repugnant or contrary to the subject or context thereof, be deemed to mean and include its successors and assigns) having placed an order on Messers ..... a partnership firm/sole proprietor business/a company registered under the Companies Act, 1956 having its Registered office at .....(hereinafter called the Contractor/ Supplier which expression shall, unless it be repugnant or contrary to the subject or context thereof, be deemed to mean and include its successors and assigns) vide order No..... dated..... (hereinafter called "the order" which expression shall include any amendments/alterations to "the order" issued by "the Purchaser") for the supply , delivery at site, installation and commissioning of certain equipment, item/services/civil works etc. as stated in the said Order and the Purchaser having agreed that the Contractor / Supplier shall furnish a security for the performance of the Contractor's / Supplier's obligations and/or discharge of the Contractor's / Supplier's liability in connection with the said order and the Purchaser having agreed with the Contractor/Supplier to accept a performance guarantee, We, .....Bank having office at ..... (hereinafter referred to as "the Bank" which expression shall includes its successors and assigns) hereby agree to pay to the Purchaser without any demur on first demand an amount not exceeding Rs..... (Rupees.....only) being 3% of the order value against any loss or damage, costs, charges and expenses caused to or suffered by the Purchaser by reason of non-performance and non-fulfillment or for any breach on the part of the Contractor / Supplier of any of the terms and conditions of the said order.

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

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

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

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

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



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7. Notwithstanding anything contained herein above:
- i) Our liability under this guarantee shall not exceed Rs.....
  - ii) This Bank Guarantee shall be valid upto and including .....; and iii) We are liable to pay the guarantee amount or any part thereof under this Bank

Guarantee only and only if you serve upon us a written claim or demand on or before .....  
(validity + ---weeks from the date of expiry of this guarantee).

8. This Guarantee shall be governed by Indian laws and the Courts at Mumbai, India shall have the exclusive jurisdiction.

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

For ..... Bank  
(by its constituted attorney)

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

**NOTE:**

- 1. Indigenous supplier or Foreign Supplier through Indian Bank to submit BG.
- 2. If foreign supplier submits BG through Foreign Bank the same should be submitted by SWIFT.MDL Bank SWIFT A/c.No.is SBININBB101.

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**Enclosure-18**

**LETTER OF CREDIT FORMAT FOR SHIPMENT BY SEA / AIR**

FROM : [ISSUING BANK]  
TO : [RECEIVING BANK]  
40A Form of documentary credit :  
20 Transaction Reference number :  
Documentary Credit Number : [XXXXXXXX  
31C Date of issue : XX/XX/XXXX  
31D Date and place of expiry date :  
51A Applicant Bank :  
50 Applicant Name & Address :  
59 Beneficiary Name & Address :  
32B Currency code, Amount : :  
41D Available with/by-name, address :  
42 C Drafts at :  
42 D Drawee :  
43P Partial Shipments  
Narrative :  
43T Transshipment  
Narrative :  
44A Loading on Board / Dispatch :  
44B for transportation to Narrative :  
44C Last Date of Shipment :  
45A Covering :  
46A Documents required :  
47A Additional conditions :  
71B Details of charges :  
49 Confirmation instructions :  
53D Reimbursing Bank  
Name & Address :  
78 Instructions to the Paying/  
Accepting Bank :  
72 Sender to Receiver

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**Enclosure-21**

**INTEGRITY PACT**

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

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

**PREAMBLE**

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

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

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

(1)	The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
	a) The Bidder(s)/Contractor(s) will not, directly or through any other persons or firm, offer promise or give to any of the Principal/Buyer's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage or any kind whatsoever during the tender process or during the execution of the contract.
	b) The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
	c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant Anti-Corruption Laws of India; further the Bidder(s)/Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to other, any information or document provided by the Principal/Buyer as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

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	d)	The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. All payments made to the Indian Agent/representative have to be in Indian Rupees only. Further details as mentioned in the "Guidelines of Indian Agents of Foreign suppliers" shall be disclosed by the Bidders(s)/Contractor(s). Copy of the "Guidelines on Indian Agents of Foreign Suppliers" as annexed and marked as Annexure-A.
	e)	The Bidder(s)/Contractor(s) will when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
	f)	The Bidder (s)/Contractor(s), their agents, representatives shall not do such things so as to interfere with the procedures laid down in the Principal/Buyer's tender containing the General Conditions of Contract (GCC) in respect of procurement contracts for goods, services and civil works.
	g)	The Bidder commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
(2)		The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlines above or be an accessory to such offences.

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

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

**Section 4 – Sanctions for Violation:**

(1)	Any breach of the aforesaid provisions by the Bidder or any one employed by him or acting on his behalf (whether with or without the knowledge of the Bidder) or the commission of any offence by the Bidder or any one employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act 1988 or any other Act enacted for the prevention of corruption shall entitle the Principal/Buyer to take all or any one of the following actions, wherever required –
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	a)	To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the Bidder. However, the proceedings with the other Bidder (s) would continue.
	b)	The Earnest Money Deposit/Security Deposit/Performance Bond shall stand forfeited either fully or partially, as decided by the Principal/Buyer, and the Principal/Buyer shall not be required to assign any reason there for.
	c)	To immediately cancel the contract, if already signed, without giving any compensation to the Bidder.
	d)	To recover all sums already paid by the Principal/Buyer, in case of an Indian Bidder with interest thereon at 2% higher than the prevailing Base Rate of SBI, and in case of a Bidder from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the Bidder from the Buyer in connection with any other contract for any other Defence stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
	e)	To en-cash the advance Bank Guarantee and Performance Bond/Warranty bond, if furnished by the Bidder, in order to recover the payments, already made by the Principal/Buyer, along with interest.
	f)	To cancel all or any other contracts with the Bidder.
	g)	To debar the Bidder from entering into any bid from Principal/Buyer for a minimum period of five years, which may be further extended at the discretion of the Principal/Buyer.
	h)	To recover all sums paid in violation of this Pact by Bidder(s) to any middleman or agent or broker with a view to securing the contract.
	i)	If the Bidder or any employee of the Bidder or any person acting on behalf of the Bidder, either directly or indirectly, is closely related to any of the officers of the Buyer, or alternatively, if any close relative of an officer of the Buyer has financial interest/stake in the Bidder's firm, the same shall be disclosed by the Bidder at the time of filing of tender. Any failure to disclose the interest involved shall entitle the Buyer to rescind the contract without payment of any compensation to the Bidder.
		The term 'close relative' for this purpose would mean spouse whether residing with the Principal/Buyer's employee/employees or not, but not include a spouse separated from the Principal/Buyer's employee/employees by a decree or order of a competent court; son or daughter or step son or step daughter and wholly dependent upon Principal/Buyer's employee/employees, but does not include a child or step child who is no longer in any way dependent upon the Principal/Buyer's employee/employees or of whose custody the Principal/Buyer's employee/employees has been deprived of by or under any law; any other person related, whether by blood or marriage, to the Principal/Buyer's employee/employees or to the Principal/Buyer's employee/employees wife or husband and wholly dependent upon Principal/Buyer's employee/employees.
	j)	The Bidder shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the Principal/Buyer, and if he does so, the Principal/Buyer shall be entitled forthwith to rescind the contract and all other contracts with the Bidder. The Bidder shall be liable to pay compensation for any loss or damage to the Principal/Buyer resulting from such rescission and the Principal/Buyer shall be entitled to deduct the amount so payable from the money(s) due to the Bidder.
	k)	In cases where Irrevocable Letters of Credit have been received in respect of any contract signed by the Principal/Buyer with the Bidder, the same shall not be opened.
(2)		The decision of the Principal/Buyer to the effect that a breach of the provisions of this Integrity Pact has been committed by the Bidder shall be final and binding on the Bidder, however, the same Bidder can approach the Monitor(s) appointed for the purposes of this Pact.
<b>Section 5 - Previous Transgression:</b>		
(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.

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(2)	If the bidder makes incorrect statement on this subject, he can be disqualified from the tender process or further action can be taken.
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**Section 6 - Equal treatment of all Bidders/Contractor(s)/Subcontractors:**

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

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

(1)	If the Principal/Buyer obtains knowledge of conduct of a Bidder, Contractor or subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor 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:**

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

**Section 9 - Pact Duration:**

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

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

**Section 11 – Fall Clause: #**

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

For & on behalf of  
MAZAGON DOCKSHIPBUILDERS LIMITED  
(Office Seal)  
Place \_\_\_\_\_  
Date \_\_\_\_\_

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

Witness 1:  
(Name & Address)

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

Witness 2:  
(Name & Address)

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

**PART- A**  
**TENDER NO 1200003077**  
**PROCUREMENT OF B&D SPARES FOR ALTERNATOR, EPM, EPM CONVERTER CUBICLE**  
**RELATED TO SM4 TO SM6 OF P75**

**Annexure-A to Encloure-21**

**GUIDELINES FOR INDIAN AGENTS OF FOREIGN SUPPLIERS**

1.0	There shall be compulsory registration of agents for all Global (Open) Tender and Limited Tender. An agent who is not registered with MDL shall apply for registration.	
1.1	An agent shall represent only one Foreign Supplier and not represent two suppliers or quote on their behalf in the same tender.	
	However, either the Indian Agent on behalf of the Foreign Suppliers (also includes foreign manufacturers) or the Foreign Suppliers (also includes foreign manufacturers) directly could bid in a tender, but not both. In cases where an agent participates in a tender on behalf of one manufacturer, shall not quote on behalf of another manufacturer along with the first Manufacturer in a subsequent/parallel tender for the same item.	
1.2	Registered agents will file an authenticated Photostat copy duly attested by a Notary Public/Original certificate of the principal confirming the agency agreement and giving the status being enjoyed by the agent and the commission/remuneration/salary/ retainer ship being paid by the principal to the agent before the placement of order by MDL.	
1.3	Wherever the Indian representatives have communicated on behalf of their principals and the foreign parties have stated that they are not paying any commission to the Indian agents, and the Indian representative is working on the basis of salary or as retainer, a written declaration to this effect should be submitted by the party (i.e. Principal) before finalizing the order.	
<b>2.0</b>	<b>DISCLOSURE OF PARTICULARS OF AGENTS/ REPRESENTATIVES IN INDIA, IF ANY.</b>	
2.1	Tenderers of Foreign nationality shall furnish the following details in their offer:	
	2.1.1	The name and address of the agents/representatives in India, if any and the extent of authorization and authority given to commit the Principals. In case the agent/representative be a foreign Company, it shall be confirmed whether it is real substantial Company and details of the same shall be furnished.
	2.1.2	The amount of commission/remuneration included in the quoted price(s) for such agents/representatives in India.
	2.1.3	Confirmation of the Tenderer that the commission/ remuneration if any, payable to his agents/ representatives in India, may be paid by MDL in Indian Rupees only.
2.2	Tenderers of Indian Nationality shall furnish the following details in their offers:	
	2.2.1	The name and address of the foreign principals indicating their nationality as well as their status, i.e, whether manufacturer or agents of manufacturer holding the Letter of Authority of the Principal specifically authorizing the agent to make an offer in India in response to tender either directly or through the agents/representatives.
	2.2.2	The amount of commission/remuneration included in the price (s) quoted by the Tenderer for himself.
	2.2.3	Confirmation of the foreign principals of the Tenderer that the commission/remuneration, if any, reserved for the Tenderer in the quoted price (s), may be paid by MDL in India in equivalent Indian Rupees on satisfactory completion of the Project or supplies of Stores and Spares in case of operation items .
2.3	In either case, in the event of contract materializing, the terms of payment will provide for payment of the commission /remuneration, if any payable to the agents/representatives in India in Indian Rupees on expiry of 90 days after the discharge of the obligations under the contract.	
2.4	Failure to furnish correct and detailed information as called for in paragraph-2.0 above will render the concerned tender liable to rejection or in the event of a contract materializing, the same liable to termination by MDL. Besides this there would be a penalty of banning business dealings with MDL or damage or payment of a named sum.	



**PART- A**  
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**PROCUREMENT OF B&D SPARES FOR ALTERNATOR, EPM, EPM CONVERTER CUBICLE**  
**RELATED TO SM4 TO SM6 OF P75**

**Annexure-B to Encloure-21**

**GUIDELINES ON BANNING OF BUSINESS DEALINGS CONTENTS**

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

**1. Introduction**

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

**2. Scope**

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

**3. Definitions**

In these Guidelines, unless the context otherwise requires:

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

**4. Initiation of Banning / Suspension**

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

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

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

6.1	If the security consideration, including questions of loyalty of the Agency to the State, so warrants;
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**RELATED TO SM4 TO SM6 OF P75**

6.2	If the Director / Owner of the Agency, proprietor or partner of the firm, is convicted by a Court of Law for offences involving moral turpitude in relation to its business dealings with the Government or any other public sector enterprises or MDL, during the last five years;
6.3	If there is strong justification for believing that the Directors, Proprietors, Partners, owner of the Agency have been guilty of malpractices such as bribery, corruption, fraud, substitution of tenders, interpolations, etc;
6.4	If the Agency continuously refuses to return / refund the dues of MDL without showing adequate reason and this is not due to any reasonable dispute which would attract proceedings in arbitration or Court of Law;
6.5	If the Agency employs a public servant dismissed / removed or employs a person convicted for an offence involving corruption or abetment of such offence;
6.6	If business dealings with the Agency have been banned/blacklisted by Government Agencies/ Statutory bodies, DGQA, Defence Shipyards, DPSUs or with whom commercial transactions have been suspended for sufficient and justifiable reasons.
	If the Agency having same promoters/Directors /Partners as the barred/blacklisted Company as at 6.6 above for the duration for which the barring/ blacklisting of sister concern persists.
6.7	If the Agency has resorted to Corrupt, fraudulent practices including misrepresentation of facts; If the agency who had fraudulently dealt with the Company for pecuniary gains or had connived with dealing officers for mutual benefit.
6.8	If the Agency uses intimidation / threatening or brings undue outside pressure on the MDL or its official in acceptance / performances of the job under the contract;
6.9	If the Agency indulges in repeated and / or deliberate use of delay tactics in complying with contractual stipulations;
6.10	Wilful indulgence by the Agency in supplying sub-standard material irrespective of whether pre-dispatch inspection was carried out by MDL or not;
6.11	Based on the findings of the investigation report of CBI / Police against the Agency for malafide / unlawful acts or improper conduct on his part in matters relating to the MDL or even otherwise;
6.12	Established litigant nature of the Agency to derive undue benefit;
6.13	Continued poor performance of the Agency in several contracts;
6.14	If the Agency misuses the premises or facilities of the MDL, forcefully occupies, tampers or damages the Company's properties including land, water resources, forests / trees, etc. If the Agency who knowingly collude to defeat competition with the aim of deriving undeserved profit or gain from doing business with MDL. (Note: The examples given above are only illustrative and not exhaustive. The Competent Authority may decide to ban business dealing for any good and sufficient reason).
<b>7.</b>	<b>Banning of Business Dealings</b>
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.
<b>8</b>	<b>Removal from List of Approved Agencies - Suppliers / Contractors, etc.</b>
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.

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8.2	The effect of such an order would be that the Agency would not be disqualified from competing in Open Tender Enquiries but LTE may not be given to the Agency concerned.
8.3	Past performance of the Agency may be taken into account while processing for approval of the Competent Authority for awarding the contract.

**9. Show-cause Notice**

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

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

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

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

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

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

**PART- A**  
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**RELATED TO SM4 TO SM6 OF P75**

Enclosure-23

**Certificate of having received Weight, dimensions & corresponding volume**

This is to certify the Receipt of Weight, Dimensions & corresponding volume details for following items in reference to clause no. ....of MDL Purchase Order No..... dated.....

Item Sr. as per P.O.	Item Description	Received Weight, Dimension & volume details
100		Yes / No
200		Yes / No
So on		Yes / No

**Note: This certificate will be issued by authorised person from Design-EY Department of MDL via Fax after receipt of above data from the supplier**

Date:

For and on behalf of

Mazagon Dock Shipbuilders Limited

Signature:

Name:

Designation:

Department: Design-EY

**PART- A**  
**TENDER NO 1200003077**  
**PROCUREMENT OF B&D SPARES FOR ALTERNATOR, EPM, EPM CONVERTER CUBICLE**  
**RELATED TO SM4 TO SM6 OF P75**

Enclosure-24

**Certificate of having received Periodic Preservation / De-preservation Procedures**

**This is to certify the Receipt of Preservation / De-preservation Procedures for following items in reference to clause no. ....of MDL Purchase Order No..... dated.....**

Item Sr. as per P.O.	Item Description	Received Preservation / Depreservation procedures
100		Yes / No
200		Yes / No
So on		Yes / No

**Note: This certificate will be issued by authorised person from Design-EY Department of MDL via Fax after receipt of above data from the supplier**

Date:

For and on behalf of

Mazagon Dock Shipbuilders Limited

Signature:

Name:

Designation:

Department: Design-EY

**PART- A**  
**TENDER NO 1200003077**  
**PROCUREMENT OF B&D SPARES FOR ALTERNATOR, EPM, EPM CONVERTER CUBICLE**  
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**Enclosure-25**

**Shelf Life Details of Items**  
 (To be submitted by bidder along with offer)

Item Sr. No.	Item Description	Part No.	Shelf Life Period	Remarks with respect to relevant storage conditions
100				
200				
So on..				

**Notes: Supplier shall ensure that:-**

- a. Minimum 80% residual Shelf Life is available to MDL at the time of delivery.**
- b. Date of Manufacture & Date of Expiry are indicated on the product as well as in the packing list of shelf life items.**

For and on behalf of

COMPANY'S NAME & ADDRESS:

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 -----  
 -----

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

**PART- A**  
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Enclosure-26

**Format for Initial Validity & Periodicity of Calibration**

Item Sr. as per P.O.	Item Description	Part No.	Validity Period of Calibration at the time of delivery	Frequency of Calibration
100				
200				
So on				

For and on behalf of

COMPANY'S NAME & ADDRESS:

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

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



**PART- A**  
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**ENCLOSURE-27**

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

This declaration must form part of all tenders & it contains general information and serves as a declaration form for all bidders. (Before completing this declaration, bidders must study the General Conditions, Definitions, Govt Directives applicable in respect of Public Procurement No.4) dtd 23 Feb2023 on Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017& prescribed tender conditions).

<b><u>DECLARATION BY AUTHORISED SIGNATORY OF THE FIRM</u></b>	
I, the undersigned, ..... (full names),	
do	hereby declare, in my capacity as
.....	
of M/s .....(name of bidder entity),	
that:	
1) The facts contained herein are within my own personal knowledge.	
2) I have read the Order (Public Procurement No.4) dtd 23 Feb 2023 on the subject of Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017 regarding restrictions on procurement from a bidder of a country which shares a land border with India and comply to all the provisions of the Order.	
3) I certify that M/s .....(name of bidder entity) <b><u>is not from such a country and does not have any specified Transfer of Technology (ToT) from such a country / is from such a country or if having specified ToT from such country, has been registered with the Competent Authority (strike out whichever is not applicable).</u></b> I hereby certify that this SUPPLIER fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority is attached]	
4) I certify that M/s .....(name of bidder entity) <b><u>is not from such a country or, if from such a country, has been registered with the Competent Authority (strike out whichever is not applicable)</u></b> and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]	
5) I understand that the submission of incorrect data and / or if certificate / declaration given by M/s .....(name of bidder entity) is found to be false, this would be a ground for immediate termination and further legal action in accordance with law as per Clause 18 of the Public Order on Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017	
<b>AUTHORISED SIGNATURE:</b> _____	<b>DATE:</b> _____
<b>Seal / Stamp of Bidder</b>	