Mazagon Dock Shipbuilders Limited

OPEN TENDER (TWO BID SYSTEM)

ADDITIONAL TERMS AND CONDITIONS (ATC)

TENDER ENQUIRY FORM (TEF)

"This is an Open Tender enquiry for Indian vendors".

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.

MAZAGON DOCK SHIPBUILDERS LIMITED (MDL), INVITES COMPETITIVE BIDS through open tender in TWO – BID SYSTEM (Part-I Techno Commercial Bid and Part-II Price Bid) for the following Work / Supplies mentioned below.

1. DESCRIPTION:

Sub: - Design, Supply and Fabrication of Articulated Concrete Mattress for Wellhead Platforms & Associated Pipeline Project (DSF-II)

Concrete Mattress is required for offshore application as per the MTO and drawings.

Note: Detailed SOW, MTO & Drawings attached as enclosure to this ATC. Reference document no 24006-PL-GEM-MTO-406.

Bidders shall confirm that the Scope of Supply at Enclosure is fully understood by them, on their letterhead.

Notes:

Any technical query related to SOW shall be forwarded to following:
Mr Sanjeev Baraskar, (DGM - Offshore Projects).
E-mail: sgbaraskar@mazdock.com
Phone- 022-2376 2651
Or
Mr. Ravi Kumar Shende, (Manager - Offshore Projects).
E-mail: rkshende@mazdock.com
Phone-022-2376-2655

2. INSTRUCTIONS TO THE BIDDER:

a. Bid must consist of the following documents: -

i. All the prequalification documents and documents requested elsewhere in the tender.
ii. Bid acceptance form as per Enclosure.
iii. Rate sheet in the prescribed format as per Enclosure.
iv. GCC acceptance format as per Enclosure.
v. 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 as per format at Enclosure.
vi. Local content declaration as per format at Enclosure.
vii. Extract of official Secret Act 1923 must be signed, stamped with company seal as per format at Enclosure.
viii. Undertaking for Conflict of Interest as per Enclosure.
ix. Bank details as per Enclosure.

b. Bidders should submit all documents strictly through GeM. Offer submission through any other mode will not be accepted.

c. In case of supply/services of duplicate / spurious / substandard items by the firm, MDL will resort to prosecution of the firm by legal action with all the stringent measures against the

firm for supplying such items which had led to delay of the project of national importance. 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.

d. Bidders are requested to ensure that only relevant documents complete in all respect as indicated in the tender should be attached with their offer. The first page of every uploaded set of scanned documents shall be an index of its contents. In case the offers received against this tender are more than 20, no opportunity will be extended for submission of deficient documents after opening of bids. The evaluation of the offers will be carried out and bidders will be qualified based on the documents received along with their offer.

e. Delivery date mentioned in the TEF is tentative. However, bidders have to follow delivery schedule as per purchase order. Non-compliance of the same beyond the contractual terms may lead to imposition of liquidated damages or cancellation of contract/ Purchase order.

f. Where requests are made by bidders with reasons for extension of the tender closing date provided such an extension will not adversely affect the project schedule and bidders are instructed for submission of such request in the concerned commercial department at least 2 days in advance excluding the day of tender closing date, amendment to the tender enquiry may be issued.

g. Any participating firm which has been debarred/blacklisted by Central/State Governments or by any entity controlled by Central/State Governments from participating in any of their project, as on date of submission of Tender, shall not be eligible to submit the Tender.

h. Notwithstanding any mention of a Minimum Order Quantity (MOQ) in our standard terms and conditions or other documents, for the purpose of this Enquiry, **no MOQ shall apply**. Bidders should submit their quotations based on the specific quantities mentioned in the Rate sheet.

i. If a firm quotes NIL charges/consideration against the tender, the bid shall be treated as unresponsive and will not be considered

3. VALIDITY PERIOD OF BID:

Bid shall remain valid for a period of not less than **120 days** after the deadline date for bid submission. Technically accepted bidder shall be given opportunity to accept validity as per the tender in case of shorter validity quoted by him. Non-acceptance there after shall be rejected by MDL as nonresponsive.

4. DELIVERY SCHEDULE/PERIOD:

i. All material shall be delivered on a Door Delivery basis to MDL's nominated yard in Mumbai (NHAVA Yard or Mumbai Port) strictly in accordance with the following phased delivery schedule:
   - **a.** LOT 1: Delivery of 60 number of concrete mattresses on or before 8 weeks from GeM Contract / PO placement date.
   - **b.** LOT 2: Delivery of 74 numbers of concrete mattresses on or before 12 weeks from GeM Contract / PO placement date.

ii. **Altenate Completion option:** Notwithstanding the above lot breakdown, the vendor may optionally choose to deliver the cumulative total quantity of 134 numbers on or before 8 weeks from GeM Contract / PO placement date, subject to prior written intimation and formal acceptance by MDL.

iii. **Storage:** Firm to dispatch material from vendor's premises to consignee only after intimation by MDL (User department). In case of any hold/delay intimation in Dispatch of material by MDL (user dept.), firm shall store material in their premises as per the storage and preservation guidelines by OEM/vendor/guidelines/functional specifications/manual (if any) without any extra cost to MDL till pick-up of material.

5. GUARANTEE / WARRANTY:

Guarantee / Warranty is NOT APPLICABLE for this tender.

6. SUBMISSION OF OFFER IN TWO BID SYSTEM:

a) PART I: Technical Bid

Soft Copies/Scanned Copies of below mentioned documents/details along with documents in clause 2 above are to be attached in PART-I

i. Bidder's Statement on their Company Letterhead indicating Bid No, Bid Date, confirming compliance and acceptance on the Scope of Supplies and other Terms and Conditions as included in this tender enquiry, duly signed, stamped and dated by bidder's authorized person(s).

ii. Technical Bid clearly indicating item wise descriptions & other details such as specifications, make/model, drawings etc as relevant to the offered materials.

iii. Extract of official secret Act 1923' as per enclosure must be signed, stamped with company seal and submitted along with Part-I of the offer as a token of acceptance of the terms & conditions by the bidders.

iv. Price schedule BLANKING the PRICES but clearly indicating 'QUOTED / NOT QUOTED' as applicable against each of the listed item/services in the prescribed format

v. Bidder to submit acceptance on clauses of Tender Enquiry Form (TEF), and GENERAL CONDITIONS OF CONTRACT (GCC) as 'ACC OR DEV' as applicable for each of the clause of tender

vi. Bidder to submit their complete Bank details for payment by NEFT

vii. Product data sheets / Catalogue / Technical Specification of the offered material.

viii. GST registration details / GST acknowledgement or Tax Authority Letter.

ix. Bidder to submit undertaking for Conflict of Interest among Bidders/ Agents along as per Enclosure.

x. Bidder to submit Declaration certificate for local content as per Enclosure.

b) PART II: Price Bid

This should contain only the PRICES for the listed item strictly in the prescribed PDF format provided and as required by GEM portal.

7. PRE-QUALIFICATION CRITERIA:

a) **Technical PQC**

The bidder must have executed similar scope of supply for a reputed company preferably for Offshore project in last 03 years.

Documentary evidence certifying the experience to be submitted with the bid. The bidder shall furnish supply references in recent 03 years with supporting documents / PO copies / WCC / Letter from customer as proof of similar project.

b) **Commercial PQC:**

i) The average annual financial turnover of 'The bidder' during the last three years, ending 31st March (or any other year ending followed in relevant country) of the previous financial year excluding the calendar year of tendering should be at **INR 45,00,000** as per the annual report (audited balance sheet and profit and loss account) of the relevant period, duly authenticated by a Chartered Accountant/Cost Accountant in India.

ii) Bidders Shop and establishment registration certificate or registration certificate from registrar of firms or certificate of incorporation from Registrar of Companies or any other valid document that confirms the firm's status. (Not required for permanent registered vendors with MDL).

c) **Applicability to 'Make in India':**

Bidders (manufacturer or principal manufactures of authorised representative) who have a valid/approved on going 'Make in India' agreement/program and who while meeting all other criteria above, except for any or more of sub-criteria in Experience and Past Performance above, would also be considered to be qualified provided:

(i) their foreign 'Make-in-India' associates meet all the criteria above without exemption, and

(ii) the Bidder submits appropriate documentary proof for a valid/approved on going 'Make in India' agreement/program.

(iii) the bidder (manufacturer or principal of authorised representative) furnishes along with the bid a legally enforceable undertaking jointly executed by himself and such foreign Manufacturer for satisfactory manufacture, Supply (and erection, commissioning if applicable) and performance of 'The Product' offered including all warranty obligations as per the general and special conditions of contract.

d) **Authorized Representatives:**

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

i) their principal manufacturer meets all the criteria above without exemption, and

ii) the principal manufacturer furnishes a legally enforceable tender-specific authorisation in the prescribed form (Deed of Agreement) assuring full guarantee and warranty obligations and all contractual obligation as per the tender terms and conditions; and

iii) the bidder himself should have been associated, as authorised representative of the same or other Principal Manufacturer for same set of services as in present bid (supply, installation, satisfactorily commissioning, after sales service as the case may be) for same or similar 'Product' for past three years.

e) **Joint Ventures and Holding Companies:**

Credentials of the partners of Joint ventures cannot (repeat cannot) be clubbed for the purpose of compliance of PQC in supply of Goods/Equipment, and each partner must comply with all the PQC criteria independently. However, for the purpose of qualifying the Financial Standing Criteria, the Financial Standing credentials of a Holding Company can be clubbed with only one of the fully owned subsidiary bidding company, with appropriate legal documents proving such ownership.

f) The condition of prior turnover and prior experience is relaxed only for all Start-ups recognised by Department for Promotion of Industry and Internal Trade (DPIIT) subject to meeting of quality & technical specifications. Start-ups may be MSMEs or otherwise. Start-ups shall be given relaxation in prior turnover and prior experience as specified under:

i) Start-ups shall be given 100% relaxation in prior turnover and prior experience subject to meeting of quality & technical specifications.

ii) If L-1 bidder is Start-up, then Start-up firms are eligible for ordering of 100% of tendered quantity.

Note: The above provisions are subject to meeting purchase preference policies which will prevail over above provision.

g) MSEs shall be given 100% relaxation of prior turnover and prior experience subject to meeting of quality and technical specifications.

Note: Bidders need to upload / submit supporting documentary evidence in support of the Pre-Qualification Criteria Viz. Work / Purchase Order, Work Completion Certificate/ Proof of payment with Tax Invoice / Store Receipt and Acceptance Report or any other evidence that confirms that the work is completed which is issued by the party for whom the work is done. HOD- Project Commercial or TNC has a right to verify / cause verification of authenticity of the said documents whenever felt necessary.

8. BID REJECTION CRITERIA:

a) Categorical Rejection Criteria

The following conditions / deviations are non-negotiable and therefore, any bid falling under these conditions / deviations shall be summarily rejected. Bidders to note that they shall not be provided any opportunity to rectify these conditions / deviations post bid opening:

i. Bidders who are debarred under PPP MII order 2017, CPPP including Tender holiday issued by MDL.

ii. Bids received without EMD (other than those who are exempted from payment of EMD).

b) Liable for Rejection Criteria:

i. Non-compliance/non-acceptance to any of the terms and conditions of the tender shall render the bid liable for rejection. Equal time and opportunity for submission of deficient techno commercial documents and clarification shall be given to the bidders. Bidders are required to submit such documents / clarifications within the duration / date stipulated by MDL failing which their bids will be rejected.

ii. Any deviation to tender conditions having financial implication will be liable for rejection since loading of prices with respect to these deviations will not be possible on GeM portal.

9. EARNEST MONEY DEPOSIT / BID SECURITY: Rs. 3,00,000/-

EMD shall be submitted by NEFT/ Demand Draft / Pay order / Bank Guarantee / Insurance Security Bond / e-Bank Guarantee / Insurance Surety Bonds / SFMS BG in favour of Mazagon Dock Shipbuilders Limited, Mumbai from the list of Banks approved by SBI / Canara Bank published on MDL website. Crossed DD / Pay Order issued by Co-operative banks however may be considered to be accepted and the bid would be considered accordingly.

Bids / Offers without EMD/Bid Bond along with Part-I bid will not be considered. EMD of unsuccessful bidders will be returned after finalization of the tender and shall be interest free.

Firm should submit the original EMD in closed envelope (Sealed), Super scribed as EMD/BID Bond for Bid No……., due date, time, and addressed to, HOD (Project Commercial Dept.), Alcock Yard, MAZAGON DOCK SHIPBUILDERS LIMITED, Dock Yard Road, Mumbai, 400010, INDIA, and should be Submitted **at below address within 7 working days from the Bid closing date**.

HOD (Project Commercial),

4th floor, North Block, SSA Work Shop, Office building, Alcock Yard,

MAZAGON DOCK SHIPBUILDERS LIMITED,

Dockyard Road,

Mumbai-400010, India.

Timely submission of the original EMD is the responsibility of the bidders and no reasons / excuses in this regard will be entertained by MDL. Original EMD reached after 7 working days from tender closing date & time will render the e-bid (submitted by bidder) liable for rejection.

Exemption from submission of EMD / BID Bond:

Following bidders shall be exempted from submission of EMD/Bid Bond:

i. State & Central Government of India Departments & Public Sector Undertakings.

ii. Firms registered with MDL. To qualify for EMD exemption, firms should necessarily submit valid copy of the Registration Certificate issued by MDL, for the items for which the offer is being submitted. Firms in the process of obtaining MDL registration will not be considered for EMD exemption.

iii. Micro and Small Enterprises (MSEs) who are holding valid Udyam Registration and are manufacturer of the offered Product or Service and give specific confirmation to this effect at the time of bid submission and claim EMD exemption and whose credentials are validated online through Udyam Registration website of Ministry of MSME. In case of clarification is required on the submitted / uploaded Udyam Registration Certificate, the same will be sought from bidder(s).

iv. Firms registered with NSIC under its "Single Point Registration Scheme". (Exemption will apply only to items/services for which they are registered. To qualify for EMD exemption, firms should necessarily submit valid copy of the Registration Certificate along with the list of items / services for which they are registered, as issued by NSIC, in Part-I offer / bid. Firms in the process of obtaining NSIC registration will not be considered for EMD exemption.

v. Start-ups as recognized by Department of Industrial Policy and Promotion (DIPP).

vi. The recognised institutes such as VJTI/IIT.

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

viii. Green Channel Status vendors qualify for EMD exemption. Such firms shall submit valid copy of the Green channel certificate issued by MoD for the items for which the offer is being submitted in Part-I offer/bid. Firms in process of obtaining this certificate will not be considered for EMD exemption.

10. FORFEITURE OF EMD:

EMD shall be forfeited in the following cases:

i. Bidder withdraws, amends, impairs or derogates from the tender, agreed conditions of TNC /PNC in any respect within the period of validity of his offer.

ii. Non-acceptance of order.

11. SECURITY DEPOSIT (SD):

Successful bidders need to submit Security Deposit (SD) for an amount of **5%** of the value of the contract (excluding taxes). Security Deposit may be furnished in the form of NEFT/ Demand Draft / Pay order / Bank Guarantee / Insurance Security Bond / Insurance Surity Bonds / 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.

Security Deposit is to be furnished within **25 days** after notification of the award of contract and it should remain valid for a period of **60 (Sixty)** days beyond the date of completion of all contractual obligations of the supplier, including warranty obligations.

12. NON-SUBMISSION OF SECURITY DEPOSIT:

i. In case of failure to submit Security Deposit by the supplier within 25 days of transmission / notification of order by any mode, EMD (if available) will be forfeited and MDL reserves the right to cancel the order and invoke the risk purchase clause. If it is established that the contractor has failed to comply with the Guarantee/warranty obligations, the PSBG will be enchased by MDL. MDL's decision in this regard shall be final and binding on the supplier / contractor.

ii. In cases where the supplier / contractor has not submitted the PS and already commenced supply / services, Security Deposit will be retained from the bills, if any. In such case, interest will be recovered for the period starting from 26th day of transmission / notification of order/contract by any mode and amount involved at the relevant rate of interest for that quarter. **For Indian suppliers, it will be SBI BPLR plus 2%.**

13. FORFEITURE OF SECURITY DEPOSIT:

Forfeiture of Security Deposit shall be done in case of non-performance of agreed terms and or default/breach by bidder / supplier with application of risk purchase provisions or tender holiday where applicable.

14. BANK GUARANTEES

In case the Indigenous Bidders intends to submit Bank Guarantee towards Performance Security / EMD / Advance Payment / Free Issue Material etc, the Bank Guarantee should be e-Bank Guarantee or Structural Financial Messaging System Bank Guarantee (SFMS BG)

i. **Mandatory Requirement:** Whenever a bidder submits SFMS BG, the bidder will mandatorily be required to submit letter from issuing bank that it is unable to issue NeSL (National e-Governance Service ltd) based e-BG as on date. Such letter should accompany the SFMS BG.

ii. **IFSC Code:** While submitting the Structural Financial Messaging System Bank Guarantee (SFMS BG), IFSC: ICIC0000393 shall be used.

iii. **Authenticity of SFMS BG:** Bidder shall get SFMS BG issued from SFMS enabled Bank Guarantee through SFMS system and send SFMS message to MDL's Bank confirming the authenticity of Bank Guarantee. Bidder will be required to submit SFMS BG along with SFMS delivery report/message copy which has been transmitted to MDL's bank by BG issuing bank through SFMS system.

iv. **Stamp Paper/Franking Receipt:** The SFMS BG will have to be given on non-judicial stamp paper/ with franking receipt e-stamping as per stamp duty applicable at the place from where the bid has emanated. The non-judicial stamp paper/ franking receipt e-stamping should be either in the name of the issuing bank or the bidder.

v. **Receipt of SFMS BG:** The Original SGMS BG in physical form, (along with SFMS delivery Report/Message copy which has been transmitted by issuing Bank through SFMS system to beneficiary's i.e., MDL Bank) should reach to MDL designated office on or before due date.

vi. **Mandatory Requisite Information:** SFMS BG will not be acceptable unless details of the same is transmitted to the MDL's Bank throught SFMS Platform. It is bidder's responsibility to ensure that BG issuing nank send the BG advice correctly in the form of message format 760 COV vis SFMS (Structured Financial Messaging System) as provided by RBI while capturing all requisite fields including Beneficiary Account Name, Bank Name, Bank Account Number, IFSC Code etc.

vii. **Non-Acceptance of BG:** In case of any error by the Bidder/contractor or BG issuing Bank while capturing the requisite field details/ format or non-receipt of confirmation of BG through SFMS 760COV message format, the bidder/contractor shall be responsible for non-acceptance of the SFMS Bank Guarantee.

viii. **Amendment in BG:** For any amendment of SFMS BG, message 767COV through SFMS should be used.

15. PRICING:

i. Bidder hsall quote including the cost for transportation of fabricated articulated concrete mattress from their fabrication premises to MDL Nhava Jetty /Mumbai port. Bidder shall quote the prices as per GEM with due diligence. Bidder have to submit price breakup as per the PDF prescribed rate sheet format attached along with the GEM bid.

ii. The quoted prices shall remain firm and fixed during the currency of the order / contract unless agreed otherwise by MDL.

iii. Bidder shall quote the prices for services/items indicated / listed in the GeM Bid enquiry complying with the terms and conditions indicated at the Scope of Work.

iv. The reference price, if any, indicated anywhere in the tender document against each line item is only notional and has no commercial relevance. Therefore, such reference price should not be considered as guidance price and the bidders shall quote their price based on their costing and pricing policies.

16. FIRM PRICE / PRICE VARIATION:

Prices quoted by bidder shall remain firm and fixed during the period of the contract/delivery period and not subject to variation on any account.

17. PAYMENT TERMS:

No Advance in any manner will be paid to the Supplier / Bidder / Vendor / Contractor.

Payment schedule:

Part Delivery part payments are acceptable.

Corresponding part payments shall be admissible and released against each successfully delivered and accepted lot. Payments for each supplied lot shall be processed within 15 days of submission of invoices and relevant documents.

Delivery shall be certified by TPI nominated by MDL, applicable payment as reduced by any deductibles and/or the amount leviable towards liquidated damages, if any and after including statutory taxes, duties and levies as applicable may be payable through RTGS/NEFT within 15 days of submission of invoices for material delivery and on submission of relevant documents as mentioned below: -

i. Set of Original + 2 Copies of signed Tax Invoice/e-invoice (If applicable) showing item / activity wise prices as per the Contract / Order to be submitted to Project-Commercial Department.

ii. Material acceptance (MDL User acceptance) report by Offshore Projects Department based on the inspection report provided by MDL appointed TPIA.

iii. Actual Local content declaration. (As per Enclosure). In case the contractor/supplier does not meet the stipulated local content requirement and the category of the supplier changes from class-I to Class-II/Non-local or from class-II to Non-local, a penalty of 10% of the contract value shall be imposed which shall be withheld from the payment, due to the bidder. However, contract once awarded shall not be terminated on this account.

Note:
Wherever GST is applicable, payment will be released against e-Invoice, or Invoice accompanied with vendor's self-declaration that
"We do not fall under the category of registered persons notified under Rule 48(4) of the Central GST Rules, 2017 and we are not required to comply with e-Invoicing provisions under GST Act, as our aggregate turnover in any preceding financial year from 2017-18 onwards has not exceeded Rs. 5 Cr. as per GST Act."

18. TRADE RECEIVABLE DISCOUNTING SYSTEM (TREDS) FOR MSES:

i. TReDS is a digital platform to help MSMEs to address their financial needs for facilitating the financing of trade receivables from buyers, through multiple financiers. TReDS is governed by the Reserve Bank of India under the Payment and Settlement Systems Act, 2017 and the Factoring Regulations Act, 2011. Under the TReDS initiative, at present, RBI has given licenses to three participants (A. TREDS Ltd, RXIL, M1 Xchange). MDL is registered for TReDS online platform with A. TREDS Ltd (Invoice Mart), RXIL and M1Xchange to facilitate payments to MSMEs through TReDS. At TReDS, auctioning of invoices at competitive and transparent environment is done by financers based on Buyer's credit profile.

ii. MSE bidders desirous to receive payments through TReDS platform may avail the facility if they are already registered on TReDS platform or by registering on any one of the service providers. Contact details of TReDS platform service providers are to be indicated. MSE bidders upon successful delivery shall submit their invoices along with the mandated enclosures at MDL, central receipt section. MSE vendors, desirous to receive payments through a particular TReDS platform must submit their TReDS details along with the invoice at MDL, central receipt section. Upon receipt and acceptance of the supplied material and receipt of invoices with the mandated enclosures, MDL shall process the invoice for payment on that particular TReDS platform. Any unfinanced invoices / invoices of MSE bidders seeking payment from MDL directly shall be processed as per the standard payment terms agreed in PO / contract.

iii. As a special gesture, all the above three discounting platforms i.e., M/s. RXIL, Invoice Mart and M1 Exchange have offered waiver of Registration/On boarding fees to MDL vendors.

- Below are the details of M1xchange:

a) Shaiwal Sinha
Mob: 9599224594
Mail: shaiwal.sinha@m1xchange.com

b) Ankit Singh
Mob: 9800250395
Mail: ankit.singh@m1xchange.com

M1xchange Office address (Mumbai): A-403, The Qube 4th floor, MV road Marol, Andheri (E) Mumbai – 400059.

- Below are the details of rxil:

a) SANTOSH YADAV
Contact Details: +91-9167708156
Email Id -: santosh.yadav@rxil.in

b) ANGELIN ANBARASAN
Contact Details: +91-8451975191
Email Id -: angelin.anbarasan@rxil.in

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

19. TAXES AND DUTIES:

i. Bidders must quote the amounts of Taxes and Duties as applicable, separately, duly indicating the base amount(s) and the applicable rate(s), under each of the heads indicated in the rate sheet. Wherever Exemption Certificates are issued, no liability for payment of taxes and duties arises and hence taxes and duties shall not be reimbursed / allowed.

ii. Supplier / contractor will not be entitled to any increase in rate of taxes occurring during the period of extended delivery completion schedule if there is delay in supplies / completion attributed to him.

iii. However, if there is a decrease in taxes, the same must be passed on to MDL.

iv. Wherever all-inclusive prices are quoted by the Tenderer(s) without bifurcation of tax elements, no escalation can be considered in respect of any variations in statutory levies arising subsequently because of the absence of the required base figures in the purchase order / contract.

v. Bidders are advised to check and quote the correct GST%. In case the bidder quotes incorrect GST% on lower side when compared to correct GST%, the difference in GST% will be adjusted by reducing the basic quoted price without increasing the Total quoted price (inclusive of Taxes). In case the bidder quotes incorrect GST% on higher side when compared to correct GST%, the correct GST% will be considered without change in the basic quoted price.

Note:

a) GST shall be payable extra as quoted and agreed as per GST Laws.

b) In case of purchases of goods/services from unregistered dealers under GST Laws, GST will be paid by MDL under reverse charge mechanism.

c) Benefits from reduction in rate of tax/ITC is required to be passed on to consumer. Where "applicable GST" has been quoted as extra, Goods and service providers (except unregistered dealers under GST Law) have to submit declaration that they have complied with 'Anti profiteering clause' under GST Law. Such declaration be given in technical bid.

d) If the vendor is registered under GST, vendor shall mention the HSN code for goods and/or services in their tax invoice, etc. These codes must be in accordance with GST Laws and responsibility of specifying correct HSN codes for goods and/or services is that of the vendor. MDL shall not be responsible for any error in HSN code for goods and/or services specified by supplier / contractor. Supplier /Contractor shall pay penalty and/ or interest imposed on MDL or any loss due to delay in availing ITC by MDL or any loss of ITC to MDL due to errors by vendors at any stage. MDL reserves right to recover any such interest, penalty or loss from any amount due to supplier /contractor or otherwise.

e) In case, MDL is unable to avail ITC, supplier/contractor at their own cost shall rectify the shortcoming in the returns to be filed immediately thereafter. Further, if the ITC is delayed / denied to MDL / reversed subsequently as per GST Laws due to non / delayed receipt of goods and / or services and / or tax invoice or expiry of timelines prescribed in GST Laws for availing ITC, non-payment of taxes or non-filing of returns or any other reason not attributable to MDL, supplier /contractor shall pay any loss of amount along with interest and penalty on MDL under GST Laws for the number of days the ITC was delayed. If the short coming is not rectified by supplier/contractor and MDL ends up in reversal of credits and / or payments, supplier /contractor is fully liable for making good all the loss incurred by MDL. MDL reserves right to recover any interest, penalty or loss from any amount due to supplier /contractor or otherwise.

f) If the vendor is registered under GST, the GST registration number (15-digit GSTIN) issued by GoI shall be mandatorily provided by the vendor. Vendor having multiple business verticals

within state / at multiple states with separate GST registration numbers shall forward GSTIN of only that vertical which is involved in supply of goods and/or services. MDL GSTIN is 27AAACM8029J1ZA and vendor shall mention the same while invoicing and avoid any data entry error on GST portal.

g) lf the vendor is registered under GST; Vendor shall ensure timely submission of invoice as per the provisions / requirement / timeline promulgated by GOI in relation to GST Law with all required supporting documents to enable MDL to avail input tax credit promptly. The vendors invoice inter alia should contain GSTIN of vendor, GSTIN of MDL (i.e.27AAACM8029J1ZA), GST tax rate separately, HSN code wise goods or services, place of supply, signature of vendor, etc. Original invoice needs to be submitted to Bill Receipt Centre at MDL gate, and a copy of the invoice should be given to the goods receiving section (GRS).

h) If the vendor is registered under GST, vendor shall file all applicable returns under GST Laws in the stipulated time and any losses of tax credit to MDL arising due to delay in filing will be recovered from their invoice wherever MDL is eligible to avail tax credit. Any default towards payment of tax and / or uploading of monthly returns by supplier/contractor, MDL retains right to withhold payments towards tax portion until the same is corrected and complied by the supplier/contractor with the requirement of GST along with satisfactory evidence.

i) The rate sheet enclosed with the tender will indicate the rates to be entered under each head wherever applicable. Bidders must clearly mention the applicable taxes and duties. The item-wise rates (Inclusive of packing forwarding, freight & insurance) quoted in the rate sheet should exclude taxes and duties. Bidder should indicate GST rates as applicable separately under each of the head in the same Rate sheet, which will be paid extra based on tax invoice to the extent applicable. The GST will be applicable on total basic rate of each item (Inclusive of packing forwarding, freight & insurance).

20. E-INVOICE:

The vendors, whose aggregate turnover in any preceding financial year from FY 2017-18 onwards, exceeds INR 5 crore as per GST Act or as applicable from time to time, will have to issue an e- Invoice with a Quick Response (QR) code and Invoice Registration No. (IRN), It is important to note that MDL will not be entitled for Input Tax Credit (ITC)/GST on a vendor Invoice which is not compliant with the above e-Invoice notification. Wherever GST is applicable, payment will be released against e- Invoice, or Invoice accompanied with vendor's self-declaration that "we do not fall under the category of registered persons notified under Rule 48(4) of the Central GST Rules, 2017 and we are not required to comply with e-Invoicing provisions under GST Act, as our aggregate turnover in any preceding financial year from 2017-18 onwards has not exceeded INR 5 crore as per GST Act".

21. PURCHASE PREFERENCE TO MICRO AND SMALL ENTERPRISES (MSES):

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

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

ii. Within this 25% (Twenty Five Percent) quantity, a purchase preference of four (4) per cent is reserved for MSEs owned by Scheduled Caste (SC)/ Scheduled Tribe (ST) entrepreneurs and three (3) percent is reserved for MSEs owned by women entrepreneur (if they participate in the tender process and match the L1 price).However, in event of failure of such MSEs to participate in tender process or meet tender requirements and L1 price, four percent sub-target for procurement earmarked for MSEs owned by SC/ST entrepreneurs and three (3) percent earmarked to women entrepreneur will be met from other MSEs. . MSEs would be treated as owned by SC/ ST entrepreneurs:

    a. In case of proprietary MSE, proprietor(s) shall be SC /ST;

b. In case of partnership MSE, the SC/ ST partners shall be holding at least 51% (fifty-one percent) shares in the unit;

c. In case of Private Limited Companies, at least 51% (fifty-one percent) share shall be held by SC/ ST promoters.

iii. If subcontract is given to MSEs, it will be considered as procurement from MSEs

iv. In case of tender item cannot be split or divided, etc. the MSE quoting a price within the band L1+15% may be awarded for full/ complete supply of total tendered value to MSE, considering the spirit of the Policy for enhancing Govt. Procurement from MSEs.

v. In respect of items reserved for MSE-Manufacturers, extant guidelines shall be followed. Presently Circular No. S.O. 581(E) dated 23.03.2012 is applicable. The latest list may be seen from the website of the MSME Ministry.

Note: Offers will be processed only as per the provisions available on GeM portal during processing stages. It is sole responsibility of the bidder to bid as per the applicable criteria carefully.

22. PURCHASE PREFERENCE TO MAKE IN INDIA 2017:

The Government of India has issued revised Public Procurement (Preference to Make in India) order 2017 on 19th July 2024 as part of its policy to encourage "Make in India" and promote manufacturing and production of goods and services in India with a view to enhancing income and employment. Subject to the provisions of this order and to any specific instructions issued by Nodal Ministry or in pursuance of this order, Purchase Preference shall be given to local suppliers in all the procurements undertaken by MDL in the manner specified below.

Aspects of 'Preference to Make in India':

a) "Local content" means the amount of value added in India which shall be the total value of item (goods, services or works or their combination) under procurement (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value in percent. Different definition of Local Content may be specified by the Nodal Ministry for items assigned to them, which will prevail over above.

Explanatory notes for calculation of local content given above:

i. Imported items sources locally from reseller/distributors shall be excluded from calculation of local content.

ii. The license fees/royalties paid /technical changes paid out of India shall be excluded from local content calculation.

iii. Procurement/ supply of repacked/refurbished/rebranded imported products as understood commonly shall be considered as reselling of imported products as understood commonly shall be treated as reselling of imported products and shall be excluded from calculation of local content. The definition of repackages/refurbished/rebranded imported products is as follows:

(i) 'Refurbishing' means repair or reconditioning of an imported product does not amount to manufacture because no new goods come into existence.

(ii) 'Repackaging' means repackaging of imported goods from bulk pack to smaller packs would not ordinarily amount to manufacture of a new item.

(iii) 'Rebranding' means relabelling or renaming or change in symbol or logo/makes or corporate image of a company/organization/firm for an imported product would amount to rebranding.

iv. To ensure that imported items sourced locally from resellers/distributors are excluded from calculation of local content, procuring entities to obtain from bidders, the cost of such locally sourced imported items (Inclusive of taxes) along with breakup on license/royalties paid/technical expertise cost etc. sourced from outside India. For items sold by bidder as reseller, OEM certificate for country of origin to be submitted.

v. For contracts involving supply of multiple items, weighted average of all items to be taken while calculating the local content.

Note:

1. The local content can be increased by vendors through partnerships, cooperation with local companies, establishing production units in India or Joint Ventures (JV) with Indian suppliers, increasing the participation of local employees in services and training them.
2. DPIIT vide OM No. P-45021/102/2019-BE-IIPaRT(1)(E-50310) dated 04 Mar 2021 has clarified that Bidders offering imported products will fall under the category on Non-local suppliers and they cannot claim themselves as Class-I local suppliers / Class-Il local suppliers by claiming the services such as transportation, insurance, installation, commissioning, training and after sales service support like AMC / CMC, etc. as local value addition. Hence, bidders offering imported products will be treated as Non-local suppliers.

b) "Class-I Local Supplier" means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for 'Class-I local supplier' under this Order.

c) "Class-II Local Supplier" means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for 'Class-II local supplier' but less than that prescribed for 'Class-I local supplier' under this Order.

d) "Non-Local Supplier" means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than that prescribed for 'Class-II local supplier' under this Order.

e) "L1" means the lowest tender or lowest bid or lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.

f) "Margin of Purchase Preference" means the maximum extent to which the price quoted by a "Class-I Local Supplier" may be above the L1 for the purpose of purchase preference. The margin of purchase preference shall be 20% which is to be indicated in tender.

Note: Price/s of all Class I local supplier/s in a tender is more than 20% of L1's price no purchase preference shall be applicable.

g) "Nodal Ministry" means the Ministry or Department identified pursuant to the said Order in respect of a particular item of goods or services or works.

h) "Procuring entity" means a Ministry or department or attached or subordinate office of or autonomous body controlled by, the Government of India and includes Government companies as defined in the Companies Act.

Note: Mazagon Dock Shipbuilders Limited (MDL) shall be a procuring entity.

i) "Works" means all works as per Rule 130 of GFR-2017 and will also include "turnkey works", Engineering, Procurement and Construction (EPC) contracts.

j) "Services" includes System Integrator (SI) contracts among other services.

k) Special treatment for items covered under PLI scheme: The manufacturers manufacturing an item under PLI scheme shall be treated as deemed class II local supplier for that item unless they have minimum local content equal to or higher than that notified for class-I local supplier for that item, provided the manufacturer has received incentive from the concerned PLI ministry of the item. The above shall be applicable for the specific time period only, as notified by concerned PLI ministry.

l) Eligibility of Suppliers to bid in a tender

i. In procurement of all goods, services or works in respect of which the Nodal Ministry / Department has communicated that there is sufficient local capacity and local competition, only 'Class-I local supplier', as defined under the Order, shall be eligible to bid irrespective of purchase value.

ii. Both 'Class-I local supplier' and 'Class-II local supplier' shall be eligible to bid in procurements not covered above para (i) and undertaken by procuring entities, except when Global tender enquiry has been issued. In global tender enquiries (GTE), 'Non-local suppliers' shall also be eligible to bid along with 'Class-I local suppliers' and 'Class-II local suppliers'. In procurement of all goods, services or works, not covered above para (i), and with estimated value of purchases less than INR 200 Crore, in accordance with Rule 161(iv) of GFR, 2017, Global tender enquiry

(GTE) shall not be issued except with the approval of competent authority as designated by Department of Expenditure. For the cases pertaining to MoD, Defence Secretary will be the competent authority to approve issue of GTE up to INR 200 Crore based on adequate justification as per MoF DoE PP Division ID Note No F.20/36/2020-PPD dtd 28.10.2020.

m) Special Conditions in GTE Procurements: Agency Commission:

The amount of Agency Commission, (normally not exceeding five percent) payable to the Indian Agent should not be more than what is specified in the Agency agreement (a certified copy should be submitted along with the bid) between the bidder and the Indian Agent. The Indian Agent will be required to submit a certificate along with their Agency Commission bill, confirming that the amount claimed as Agency Commission in the bill has been spent/will be spent, strictly to render services to the foreign Principal, in terms of the Agency Agreement. The Purchaser or their authorized agencies and/or any other authority of the Government of India shall have rights to examine the books of the Indian Agent and defects or misrepresentations in respect of the afore indicated confirmation coming to light during such examinations will make the foreign Principal (i.e. the Contractor) and their Indian Agent liable to be banned/suspended from having business dealings with the Purchaser, following laid down procedures for such banning/suspension of business dealings.

23. PURCHASE PREFERENCE:

i. Purchase preference shall be given to only "Class-I Local Supplier" (Class II Local Supplier are not eligible for purchase preference) in procurements undertaken in the manner specified in the succeeding sub-paras:

ii. The Class-I local suppliers, under PPP-MII Order, participating in any government tender, may or may not be MSEs, as defined under the MSME Act. Similarly, MSEs participating in any government tender, may or may not be Class-I local suppliers. Suppliers may be categorised in following four broad categories for consideration or applicability of purchase preference:

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

iii. In the procurement covered by para 21 (L) (i) above (Para 3(a) of PPP-Mll Order, 2017) for which Nodal Ministry has notified sufficient local capacity and competition, only Class-I local suppliers are eligible to bid irrespective of purchase value. Hence, Class-Il local suppliers or Non-local suppliers, including MSEs which are Class-Il local suppliers/ Non-local suppliers, are not eligible to bid. Purchase preference shall be accorded as under:

A) L-1 is "MSE Class-I local supplier": 100% of the tendered quantity shall be awarded to L-1.

B) L-1 is "Non-MSE but Class-I local supplier"(Divisible in nature): Purchase preference shall be given to MSEs as per PPP-MSE Order. Balance quantity be awarded to the L-1 bidder.

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

iv. In the procurement of goods and services reserved exclusively for procurement from MSEs as per PPP-MSE Order, non- MSEs are not eligible to bid for these items and Purchase preference shall be accorded as under:

A) L-1 is "MSE Class-I local supplier": 100% of the tendered quantity shall be awarded to L-1

B) L-1 is "MSE non-Class-I local supplier"(Divisible in nature): Purchase preference shall be given to MSE Class-I local supplier as per PPP-MII Order. Balance quantity be awarded to L-1 bidder.

C) L-1 is "MSE non-Class-I local supplier" (Non-Divisible in nature): First opportunity shall be given to lowest quoting "MSE Class-I local supplier" for matching L-1 bidder as per PPP-MII Order for 100% of the tendered quantity and if lowest quoting "MSE Class-I local supplier" does not accept the L-1 rates, the next higher eligible "MSE Class- I local supplier" is to be given purchase preference and so on. If all "MSE Class-I local suppliers" decline to accept the L-1 rates, then contract shall be awarded to L-1 for 100% of the tendered quantity.

v. In the procurement of goods or service which are covered in para 21 (L) (ii) above which are divisible in nature (Para 3A(b) of PPP-MII Order), both MSEs as well as Class-I local suppliers are eligible for purchase preference and the Purchase preference shall be accorded as under:

A) L-1 is "MSE Class-I local supplier": 100% of the tendered quantity shall be awarded to L-1.

B) L-1 is "Non-MSE but Class-I local supplier": Purchase preference shall be given to MSEs, if eligible, as per PPP-MSE Order. Balance quantity be awarded to L-1 bidder.

C) L-1 is "MSE but non-Class-l local supplier": Purchase preference shall be given to Class-I local suppliers, if eligible, as per PPP-MII Order. Balance quantity be awarded to L-1 bidder.

D) L-1 is "Non-MSE non-Class-l local supplier": Firstly, Purchase preference shall be given to MSEs as per PPPMSE Order. Thereafter, purchase preference is to be given to Class-I local suppliers for "50% of the tendered quantity minus quantity allotted to MSEs above" as per PPP- MII Order. For the balance quantity, contract be awarded to L-1 bidder.

vi. In the procurement of goods, services which are covered in para 21 (L) (ii) above and which are not divisible in nature, and in procurement of services where the bid is evaluated on price alone (Items covered under Para 3A(c) of PPP-MII Order, 2017) and both MSEs as well as Class-I local suppliers are eligible for purchase preference Purchase preference shall be accorded as under:

A) L-1 is "MSE Class-I local supplier": Contract shall be awarded to L-1.

B) L-1 is not "MSE Class-I local supplier " but the "MSE Class-I local supplier" falls within 15% margin of purchase preference. Purchase preference shall be given to lowest quoting "MSE Class-I local supplier". If lowest quoting "MSE Class-I local supplier" does not accept the L-1 rates, the next higher "MSE Class-I local supplier" falling within 15% margin of purchase preference is to be given purchase preference and so on.

C) If all "MSE Class-I local supplier" do not accept L-1 rates, then (f)(iii) shall be followed.

vii. If conditions mentioned in sub paras (f)(i) and (f)(ii) above are not met i.e. L1 is not "MSE Class-I local supplier" and "MSE Class-I local supplier" is not eligible to take benefit of purchase preference as per PPP-MSE Order or all "MSE Class-I local supplier" do not accept L-1 rates, the contract is to be awarded / purchase preference to be given in different possible scenarios as under:

A) L-1 is "MSE but non-Class-l local supplier" or "Non-MSE but Class-I local supplier": Contract be awarded to L-1.

B) L-1 is "Non-MSE non-Class-l local supplier": Firstly, purchase preference shall be given to eligible MSE as per PPP-MSE Order. If MSEs not eligible or does not accept then purchase preference to be given to eligible Class- I Local supplier as per PPPMII Order. If Class-I Local supplier is also not eligible or does not accept then contract be awarded to L-1.

viii. Items reserved for both MSEs and Class-I local suppliers: These items are reserved exclusively for purchase from MSEs as well as Class-I local suppliers. Hence, only "MSE Class-I local supplier" are eligible to bid for these items. Non-MSEs / Class-Il local suppliers / Non-local suppliers cannot bid for these items. Hence the question of purchase preference does not arise.

ix. Non-local suppliers, including MSEs falling in the category of Non-local suppliers, shall be eligible to bid only against Global Tender Enquiry.

Note: Offers will be processed only as per the provisions available on GeM portal during processing stages. It is sole responsibility of the bidder to bid as per the applicable criteria carefully.

24. MINIMUM LOCAL CONTENT:

i. The 'local content' requirement to categorize a supplier as 'Class-I local supplier' is minimum 50%. For 'Class-II local supplier', the 'local content' requirement is minimum 20%. However, Nodal Ministry / Department may prescribe only a higher percentage of minimum local content requirement to categorize a supplier as 'Class-I local supplier' / 'Class-II local supplier'. For the items, for which Nodal Ministry / Department has not prescribed higher minimum local content notification under the Order, it shall be 50% and 20% for 'Class-I local supplier' and 'Class-ll local supplier' respectively.

ii. The Nodal Ministry may keep in view the domestic manufacturing / supply base and assess the available capacity and the extent of local competition while identifying items and prescribing the higher minimum local content or the manner of its calculation, with a view to avoiding cost increase from the operation of this Order.

25. RECIPROCITY CLAUSE:

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

ii. The term 'entity' of a country shall have the same meaning as under the FDI Policy of DPIIT as amended from time to time.

26. DECLARATION / VERIFICATION OF LOCAL CONTENT:

i. All bidders should declare that the item and service offered meets the minimum local content and indicate its percentage in their offer. This declaration is necessary even if Custom Duty Exemption and / or ERV (if applicable) are not being sought. Certification as under is to be submitted mandatorily in technical offer-Part-I bid.

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

iii. The bidder shall give self-certification for local content in the quoted item (good/works/services) at the time of tendering. However, at the time of execution of the project, for all contract above INR 10 Crore, the contractor /supplier shall submit local content certification duly certified by cost/charted accountant in practice. For cases where it is not possible to provide certification by cost/chartered accountant at the time of execution of project, the supplier shall be permitted to provide the certificate for local content from cost/chartered accountant after completion of the contract, within 30 days of completion. In case the contractor/supplier does not meet the stipulated local content requirement and the category of the supplier changes from class-I to Class-II/Non-local or from class-II to Non-local, a penalty of 10% of the contract value shall be imposed which shall be withheld from the payment, due to the bidder. However, contract once awarded shall not be terminated on this account.

iv. Once the declaration / certification is committed at tender submission stage, the same cannot be altered subsequently at technical negotiation stage or after award of contract. Doing so would be treated / considered as false declaration by bidder and necessary action shall be initiated as per para 9 of the said Order for debarment.

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

vi. On opening of the price bids, if it is identified that there is difference in local content declaration made and local content percentage as per price quoted is now not meeting (i.e., lesser than) the specified tender requirement (i.e., only on the quoted price without any loading) then such bidder shall be disqualified and shall not be considered for ranking purpose. The bid would be treated / considered as given false declaration and necessary action for debarment shall be initiated.

27. DEBARMENT OF BIDDERS / SUPPLIERS:

i. False declaration will be in breach of Code of Integrity under Rule 175(1)(i)(h) of GFR 2017 for which a bidder or its successors can be debarred for up to 2 years as per Rule 151(iii) of GFR 2017 along with such other actions as may be permissible under law.

ii. A supplier who has been debarred by any procuring entity for violation of said Order shall not be eligible for preference under said Order for procurement by any other procuring entity for the duration of debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities, in such a manner that ongoing procurements are not disrupted.

28. PROVISIONS OF OFFICIAL SECRETS ACT, 1923:

Extract of provisions of the Official Secret Act as per the enclosure should be signed stamped and enclosed in the offer.

29. PUBLIC GRIEVANCE CELL:

A Public Grievance Cell headed by Shree R R Kumar (ED-Production), President, 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 LTD, Dock Yard Road, Mumbai 400010, INDIA or send their complaints / grievances to him in writing for redressal. His Telephone No. is 022 2378 2338, 2376 2106.

30. LIQUIDATED DAMAGES:

If the contractor fails to deliver any or all of the Goods or fails to perform the incidental Works/ Services within the time frame(s) incorporated in the contract (including lot wise milestones for LOT 1 & LOT 2), MDL shall, without prejudice to other rights and remedies available to MDL under the contract, deduct from the contract price, as agreed liquidated damages, but not as a penalty, a sum equivalent to the **0.5 % percent** (excluding taxes) of the delivered price of the delayed goods, for each week of delay or part thereof (1 day to 7 days delay shall be considered as 1 week and 0.5% LD shall be applicable) until actual delivery or performance, subject to a maximum deduction of the **10%** of the Value of the contract.

Besides liquidated damages during such a delay, the denial clause shall also apply. Any failure or delay by any subcontractor, though their employment may have been sanctioned shall not be admitted as aground for any extension of time or for exempting the contractor from liability for any such loss or damage as aforesaid.

Note: LD calculation sample as below:

If the contractor delivers 50 numbers in Lot 1 within 8 weeks from Contract Date (failing the 60-number target by 10 nos) and 84 numbers in Lot 2 by 14 weeks from the Contract date

a) On Lot 1: LD will apply to the undelivered / delayed portion of Lot 1 (i.e., 10 nos) for the period of delay until they are actually supplied.

b) On lot 2: LD will apply to the undelivered / delayed quantity under lot 2 (i.e., 74 nos) for the period of delay until they are actually supplied.

Please note that the milestones are distinct and independent. Missing Lot 1 triggers LD immediately for that specific shortfall, and meeting Lot 2 schedule on time does not retroactively waive the LD incurred on Lot 1.

31. OPTION CLAUSE:

MDL retains the right to increase at the same rate or decrease the ordered quantity by up to 50 % at any time, till final delivery date (or the extended delivery date of the contract), by giving reasonable notice even though the quantity ordered initially has been supplied in full before the last date of the delivery period (or the extended delivery period).

32. LAND BORDER CLAUSE:

(Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017)

i. MoF DoE vide OMs No 6/18/2019-PPD dated 23 Jul 2020 & 24 Jul 2020 and OM No F.7/10/2021/-PPD (1) dated 23.02.2023 has promulgated restrictions and procedure for buying from a bidder from a country which shares a land border with India under GFR Rule 144 (xi) on the grounds of Defence of India and National Security for information and compliance.

ii. The Orders stipulate mandatory registration with competent authority and seeking certificate of compliance with this Order from the bidder from a country which shares a land border with India in the tender process. Exclusions from these restrictions have also been enlisted in the Order. The Competent authority for the purpose of registration under this Order shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT).

iii. A bidder is permitted to procure raw material, components etc. from the vendors from countries which shares a land border with India. Such vendors will not be required to be registered with Competent Authority, as it is not regarded as "sub-contracting". However, if bidder has proposed to supply finished goods procured directly/ indirectly from the vendors from the countries sharing land border with India, such vendor will be required to be registered with the Competent Authority.

iv. The bidder has to enclose filled signed and stamped certificate for "Declaration of Compliance on Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017" as per the enclosure.

33. CONSIGNEE DETAILS:

i. All material to be delivered to MDL nominated yard in Mumbai NHAVA Jetty/Mumbai Port.

ii. **Storage:** Firm to dispatch material from vendor's premises to consignee only after intimation by MDL (User department). In case of any hold/delay intimation in Dispatch of material by MDL (user dept.), firm shall store material in their premises as per the storage and preservation guidelines by OEM/vendor/guidelines/functional specifications/manual (if any) without any extra cost to MDL till pick-up of material.

34. DOCUMENTATION: shall be as per section 4 of ongc function specification (FS-2015-REV.2 & 6001 FREV.14) mentioned in RFQ. The following documents refers

i. 24006-PL-FABN-RFQ-M-004

ii. 24006-PL-GEN-MTO-406

iii. 24006-PL-GEN-SK-001

35. QAP:

Supplier shall submit QAP to MDL for approval within 7 days from date of order. QAP will be approved by ONGC/ ONGC Certifying authority through MDL within 07 working days. Any rectification given by User dept./ONGC; firm shall re-submit revised QAP within 2 working days to MDL for approval.

36. INSPECTION & TESTING:

i. Third party Inspection shall be M/s APAVE. The decision of the Inspecting Authority on any question of the intent, meaning and the scope of specifications / Standards shall be final, conclusive and binding on the Bidder / Supplier. The supplier shall accord all facilities to the TPI to carry out inspection / Testing during course of manufacture / final testing.

ii. Receipt inspection shall be carried out by MDL nominated TPIA

iii. Documentation shall be as per section 4 of ONGC function specification (FS-2015-rev.2 & 6001 Frev.14) mentioned in RFQ

iv. The testing charges for the samples shall be borne by the supplier.

37. 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.

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

38. RIGHT TO REJECT ANY OR ALL BIDS:

MDL reserves its right to accept or reject any or all bids, abandon / cancel the tender process, and issue another tender for the same or similar Goods/Services at any time before the award of the contract. It would have no liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for such action(s).

39. CONTACTING MDL DURING THE EVALUATION:

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

40. CLAIMS BY FIRMS:

No claims by the firms will be entertained after 03 years from date of execution/completion of order.

41. CANCELLATION / FORECLOSURE / TERMINATION OF ORDER:

Action for cancellation / foreclosure / termination of order shall be taken in any of the following conditions / circumstances.

(i) On the basis of Government Order.

(ii) Defaults / Breach on part of the contractor / Supplier / supplier in complying with agreed terms of order / contract.

(iii) Liquidation / Dissolution of the Firm or entity on whom the original order is placed.

(iv) Unreasonable delays in supply of ordered articles or services or documentation.

(v) Supplies made not meeting the ordered specifications.

(vi) Activities of any of the Proprietor / Partner being found to be Antisocial / Anti -National liable for penal action under Indian Penal Code or imposed with penalty of black listing / debarred by MDL, Owners, Govt. of India or any such authorities at any time during validity of the contract / order

(vii) The Purchase Order not accepted by the vendor within the stipulated period.

(viii) When the contractor / Supplier is found to be liable for action under any of the above provisions, MDL may terminate or cancel the contract / order in part or full by written notice of default sent to the contractor / Supplier without prejudice to any other remedy invoking risk purchase clause and execution of work / order through other agencies.

42. CARTEL FORMATION/POOL RATES:

(i) Pool/cartel formation is against the basic principle of competitive bidding and defeats the very purpose of an open and competitive tendering system. Such and similar tactics to avoid/control true competition in a tender leading to "Appreciable Adverse Effect on Competition" (AAEC) have been declared as an offence under the Competition Act, 2002, as amended by the Competition (Amendment) Act, 2007.

(ii) If this is found, suitable administrative actions can be resorted to, such as rejecting the offers, reporting the matter to trade associations, the Competition Commission or NSIC, etc., and requesting them, inter-alia, to take suitable strong actions against such firms. The purchaser may also debar the tenderers indulging in cartel formation/collusive bidding/bid rigging for a period of two years from participation in the tenders of the Purchaser.

43. COMMON / DEEMED DPSU REGISTRATION AND GREEN CHANNEL STATUS CLAUSE:

Suppliers / Contractors registered in other Defence PSUs for the tendered item / service shall be considered by MDL as Deemed Registered. Green Channel Policy is formulated by DDP, MoD and promulgated vide O.M. No. 43(5)/2015/D(QA) dated 24.03.2017. Suppliers holding Green Channel Certificate for the tendered item shall be considered by MDL as Deemed Registered.

44. CONFLICT OF INTEREST AMONG BIDDERS/ AGENTS:

Bidders having a conflict of interest shall not be eligible to participate in the tender process unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Procuring Entity throughout the Tender process and execution of the Contract.

The bidder shall be considered to have a conflict of interest in this tender process and execution of the resultant contract in the following situations: -

(i) If its personnel have a close personal, financial, or business relationship with any personnel of the procuring entity who are directly or indirectly related to the procurement or execution process of the contract, which can affect the decision of the procuring entity directly or indirectly;

(ii) The bidder (or his allied firm) provided services for the need assessment/ procurement planning of the Tender process in which it is participating;

(iii) A Principal can authorize only one agent, and an agent should not represent or quote on behalf of more than one Principal. However, this shall not debar more than one Authorised distributor (with/ or without the OEM) from quoting equipment manufactured by an Original Equipment Manufacturer (OEM) in procurements under a Proprietary Article Certificate or

(iv) A bidder participates in more than one bid in this tender process. Participation in any capacity by a Bidder (including the participation of a Bidder as a partner/ JV member or sub-contractor in another bid or vice versa) in more than one bid shall result in the disqualification of all bids in which he is a party. However, this does not limit the participation of an entity as a sub-contractor in more than one bid if he is not bidding independently in his own name or as a member of a JV.

Note: The undertaking by the bidders for above para (**Enclosure**: Conflict of Interest among Bidders/ Agents) to be submitted along with the PART-I bid.

Any other terms and conditions not mentioned above but mentioned in Scope of work at the enclosure will be applicable.

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

For MAZAGON DOCK SHIPBUILDERS LIMITED

Justin Panicker, M (Project Commercial),

Purchase Executive

Email: jspanicker@mazdock.com

Phone: 022 2376 2620 / 2615

List of enclosures:

1. Enclosure 1: TEF acceptance Format.
2. Enclosure 2: Rate sheet
3. Enclosure 3: General Conditions of Contract (GCCs)
4. Enclosure 4: Acceptance format for General Conditions of Contract (GCCs)
5. Enclosure 5: Declaration of Compliance on Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017
6. Enclosure 6: Declaration certificate for local content
7. Enclosure 7: Extract of provisions of the official secrets act, 1923
8. Enclosure 8: Performa Performance Bank Guarantee cum Security Deposit
9. Enclosure 9: Undertaking for Conflict of Interest among Bidders/ Agents
10. Enclosure 10: NEFT/RTGS format
11. Enclosure 11: Performa bank guarantee for bid bond / EMD
12. Enclosure 12: Format for Remittance towards EMD / Performace Security.
13. Enclosure 13: Scope of Work

Note: Bidders have to upload filled and signed enclosures along with the offers on their letterhead except for the bonds and the bank guarantees.

Enclosure-1

TEF ACCEPTANCE FORMAT

TEF CLAUSE No.	BIDDER'S REMARK	TEF CLAUSE No.	BIDDER'S REMARK	TEF CLAUSE No.	BIDDER'S REMARK
1.	ACC/DEV	2.	ACC/DEV	3.	ACC/DEV
4.	ACC/DEV	5.	NA	6.	ACC/DEV
7.	ACC/DEV	8.	ACC/DEV	9.	ACC/DEV
10.	ACC/DEV	11.	ACC/DEV	12.	ACC/DEV
13.	ACC/DEV	14.	ACC/DEV	15.	ACC/DEV
16.	ACC/DEV	17.	ACC/DEV	18.	ACC/DEV
19.	ACC/DEV	20.	ACC/DEV	21.	ACC/DEV
22.	ACC/DEV	23.	ACC/DEV	24.	ACC/DEV
25.	ACC/DEV	26.	ACC/DEV	27.	ACC/DEV
28.	ACC/DEV	29.	ACC/DEV	30.	ACC/DEV
31.	ACC/DEV	32.	ACC/DEV	33.	ACC/DEV
34.	ACC/DEV	35.	ACC/DEV	36.	ACC/DEV
37.	ACC/DEV	38.	ACC/DEV	39.	ACC/DEV
40.	ACC/DEV	41.	ACC/DEV	42.	ACC/DEV
43.	ACC/DEV	44.	ACC/DEV		

COMPANY'S NAME & ADDRESS:

_____

_____

_____

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

Note:

1. Bidder confirms to have carefully read the Terms & Conditions enclosed only with this Tender Enquiry Form (TEF) prior to filling up this acceptance format.
2. Bidder confirms that this format has been **properly filled, signed and returned** along with our technical offer (Part-I) for considering the Bid.
3. Bidder confirms to have indicated **"ACC" for Accepted, "DEV" for Deviation** taken for each clause number in the above table.
4. In case of any deviations taken the bidder confirms to have attached **Separate Sheet** indicating all relevant details such as Number & Title / brief description of the Clause, **Reasons for Deviation and suggested alternative(s).**
5. Clause numbers shown in the above format also includes the sub-clauses under these clauses. For example, Clause no. 8 means – Clause nos. 8–a (i) to (iv), b (i) to (xiii)& c

Enclosure-2

RATE SHEET PRESCRIBED FORMAT

Sr No	Material Description	Qty in Nos	Unit	Taxes & Duties %	QUOTED / NOT QUOTED
100	Material Number: 350000000000084705 Articulated Concrete Mattress Size of Mattress 6*3*0.35 (M*M*M) DWG No- 24006-PL-GEN-SK-001 Rev D3	134	Nos		QUOTED / NOT QUOTED

The seller has read, understood and accept the complete Scope of work.	YES/NO

Taxes

Tax head	Rate applicable	Percentage of total Amount on which the tax is applicable

Notes: -

1. Bidders are advised to check and quote the correct GST%. In case the bidder quotes incorrect GST% on lower side when compared to correct GST%, the difference in GST% will be adjusted by reducing the basic quoted price without increasing the Total quoted price (inclusive of Taxes). In case the bidder quotes incorrect GST% on higher side when compared to correct GST%, the correct GST% will be considered without change in the basic quoted price.

2. The Prices indicated in the Price Bid shall be as per rate sheet only. (Please check carefully for taxes before bidding).

3. If a firm quotes NIL charges/consideration against the tender, the bid shall be treated as unresponsive and will not be considered.

4. Bidder shall quote including the cost of transportation of fabricted Articulated Concrete Mattresses from his fabrication yard until MDL NHAVA Yard / Mumbai port.

Name: - …… Designation: - …….

Date: - ……. Bidder's Company Seal: -…….

Enclosure-3

GENERAL CONDITIONS OF CONTRACT (GCC)

The word 'Purchaser' refers to MAZAGON DOCK SHIPBUILDERS LIMITED, (MDL), a Company within the meaning of Companies Act, 2013 and it includes its successors or assignees.

The word 'Bidder' (including the term 'tenderer', 'consultant' 'vendor' or 'service provider' in certain contexts) means any legal entity such as firm(s) of Proprietorship / Partnership Firm / Limited Liability Partnership / Private Limited / Limited company / Society registered under Society's Act / Statutory Bodies/ Consortium/ Joint Venture etc. participating in a procurement process.

The word 'Owner' means the person or authority with whom Mazagon Dock Shipbuilders Limited (Purchaser) has contracted to carry out work in relation to which orders are placed by the Purchaser on the Bidder/Supplier/Contractor under this contract for supply or manufacture of certain items and would include Department of Defence Production, Ministry of Defence, Government of India, the Indian Navy, the Coast Guard and any other specified authority. Unless otherwise indicated specifically by the bidder / contractor in his bid, it shall be construed as his acceptance of all the conditions mentioned in this GCC.

1. TENETS OF INTERPRETATION

Unless where the context requires otherwise, throughout the contract:

(a) The heading of these conditions shall not affect the interpretation or construction thereof.

(b) Writing or written includes matter either whole or in part, in digital communications, manuscript, typewritten, lithographed, cyclostyled, photographed, or printed under or over signature or seal or digitally acceptable authentication, as the case may be.

(c) Words in the singular include the plural and vice-versa.

(d) Words importing the masculine gender shall be taken to include other genders, and words importing persons shall include any company or association or body of individuals, whether incorporated or not.

(e) Terms and expression not herein defined shall have the meanings assigned to them in the Contract Act, 1872 (as amended) or the Sale of Goods Act, 1930 (as amended) or the General Clauses Act, 1897 (as amended) or of INCOTERMS, (current edition published by the International Chamber of Commerce, Paris) as the case may be.

(f) Any reference to 'Goods' shall be deemed to include the incidental Works/ Services also.

(g) Any generic reference to GCC shall also imply a reference to TEF as well.

(h) In case of conflict, provisions of TEF shall prevail over those in GCC.

(i) Any reference to 'Contract' shall be deemed to include all other documents (inter-alia GCC, TEF).

(j) Any reference to any legal Act, Government Policies or orders shall be deemed to include all amendments to such instruments, from time to time, till date.

(k) Fall Clause shall be expressly applicable in the case of Rate Contract.

2. LANGUAGE OF CONTRACT

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

3. GOVERNING LAWS AND JURISDICTION

3.1 **Governing Laws and Jurisdiction**

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

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

3.2 **Changes in Laws and Regulations**

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

4. CONFIDENTIALITY, SECRECY AND IPR RIGHTS

(a) **IPR Rights**

All deliverables, outputs, plans, drawings, specifications, designs, reports, and other documents and software submitted by the contractor under this Contract shall become and remain the property of MDL and subject to laws of copyright and must not be shared with third parties or reproduced, whether in whole or part, without MDL's prior written consent. The contractor shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to MDL, together with a detailed inventory thereof. The contractor may retain a copy of such documents and software but shall not use it for any commercial purpose.

(b) **Confidentiality**

All documents, drawings, samples, data, associated correspondence or other information furnished by or on behalf of MDL to the contractor, in connection with the contract, whether such information has been furnished before, during or following completion or termination of the contract, are confidential and shall remain the property of MDL and shall not, without the prior written consent of MDL neither be divulged by the contractor to any third party, nor be used by him for any purpose other than the design, procurement, or other services and work required for the performance of this Contract. If advised by MDL, all copies of all such information in original shall be returned on completion of the contractor's performance and obligations under this contract.

(c) **Secrecy**

If the Contract declares the subject matter of this Contract as coming under the Official Secrets Act, 1923 or if the contract is marked as "Secret", the contractor shall take all reasonable steps necessary to ensure that all persons employed in any connection with the contract, have acknowledged their responsibilities and penalties for violations under the Official Secrets Act and any regulations framed thereunder.

(d) **Obligations of the contractor**

(i) Without MDL's prior written consent, the contractor shall not use the information mentioned above except for the sole purpose of performing this contract.

(ii) The contractor shall treat and mark all information as confidential (or Secret – as the case may) and shall not, without the written consent of MDL, divulge to any person other than the person(s) employed by the contractor in the performance of the contract. Further, any such disclosure to any such employed person shall be made in confidence and only so far as necessary for such performance for this contract.

(iii) Notwithstanding the above, the contractor may furnish to its holding company or its Subcontractor(s) such documents, data, and other information it receives from MDL to the extent required for performing the contract. In this event, the contractor shall obtain from such holding company/ Subcontractor(s) an undertaking of confidentiality (or secrecy – as the case may be) similar to that imposed on the contractor under the above clauses.

(iv) The obligation of the contractor under sub-clauses above, however, shall not apply to information that:

(aa) The contractor needs to share with the institution(s) participating in the financing of the contract;

(ab) now or hereafter is or enters the public domain through no fault of Contractor;

(ac) can be proven to have been possessed by the contractor at the time of disclosure and which was not previously obtained, directly or indirectly, from MDL; or

(ad) otherwise lawfully becomes available to the contractor from a third party that has no obligation of confidentiality.

(v) The above provisions shall not in any way modify any undertaking of confidentiality (or Secrecy – as the case may be) given by the contractor before the date of the contract in respect of the contract/ the Tender Document or any part thereof.

(vi) The provisions of this clause shall survive completion or termination for whatever reason of the contract.

5. PERMITS, APPROVALS AND LICENSES

Whenever the supply of Goods and incidental Services requires that the contractor obtain permits, approvals, and licenses from local public authorities, it shall be the contractor's sole responsibility to obtain these and keep these current and valid. Such requirements may include but not be restricted to export licence or environmental clearance if required. If requested by the contractor, MDL shall make its best effort to assist the contractor in complying with such requirements in a timely and expeditious manner, without any dilution of the Contractor’s responsibility in this regard.

6. TRANSFER OF TITLE OF GOODS

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

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

7. EXTENSION OF DELIVERY PERIOD

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

(b) **Conditions for Extension of Delivery Period**

When the period of delivery is extended due to unexcused delay (Note: please ensure that unexcused delay is defined. Otherwise replace “unexcused delay” with the “delays attributable”) by the

contractor, the amendment extending the delivery period shall, inter alia, be subject to the following conditions:

(i) **Liquidated Damages**

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

(ii) **Denial Clause**

(aa) No increases in price on account of any statutory increase in or fresh Imposition of GST, customs duty or on account of any other taxes/ duty/ cess/ levy), leviable in respect of the Goods and incidental Works/ Services stipulated in the said contract which takes place after the original delivery date, shall be admissible on such of the said Goods, as are delivered after the said date; and

(ab) Notwithstanding any stipulation in the contract for an increase in price on any other ground, including price variation clause or foreign exchange rate variation, or any other variation clause, no such increase after the original delivery date shall be admissible on such

goods delivered after the said date.

(ac) Nevertheless, MDL shall be entitled to the benefit of any decrease in price on account of reduction in or remission of GST, customs duty or on account of any other Tax or duty or any other ground as stipulated in the price variation clause or foreign exchange rate variation or any other variation clause which takes place after the expiry of the original delivery date.

(c) **Liquidated damages**

If the contractor fails to deliver any or all of the Goods or fails to perform the incidental Works/ Services (e.g. installation, commissioning or operator training) within the time frame(s) incorporated in the contract, MDL shall, without prejudice to other rights and remedies available to MDL under the contract, deduct from the contract price, as agreed liquidated damages, but not as a penalty, a sum equivalent to the 0.5 % percent (excluding taxes) of the delivered price of the delayed Goods and/ or incidental Works/ Services for each week of delay or part thereof until actual delivery or performance, subject to a maximum deduction of the 10% of the delayed Goods' or incidental Works/ Services' contract price(s). Besides liquidated damages during such a delay, the denial clause shall also apply. Any failure or delay by any subcontractor, though their employment may have been sanctioned shall not be admitted as aground for any extension of time or for exempting the contractor from liability for any such loss or damage as aforesaid.

8. DEFAULTS, BREACHES & TERMINATION OF CONTRACT

Termination due to Breach, Default, and Insolvency

(a) **Defaults and Breach of Contract**

In case the contractor undergoes insolvency or receivership; neglects or defaults, or expresses inability or disinclination to honour his obligations relating to the performance of the contract or ethical standards or any other obligation that substantively affects MDL's rights and benefits under the contract, it shall be treated as a breach of Contract. Such defaults shall include inter-alia:

(i) **Default in Performance and Obligations**

If the contractor fails to deliver any or all of the Goods or fails to perform any other contractual obligations (including Code of Integrity or obligation to maintain eligibility and Qualifications based on which contract was awarded) within the period stipulated in the contract or within any extension thereof granted by MDL.

(ii) **Insolvency**

If the contractor is wound up or ceases to otherwise trade or is unable to pay its debts as and when they fall due or is otherwise subject to any insolvency procedure.

(iii) If a receiver or similar official is appointed overall or any of the assets of the contractor or a petition is presented for its winding up or it entered into a composition with its creditors;

(b) **Notice for Default**

As soon as a breach of contract is noticed, a show-cause 'Notice of Default' shall be issued to the contractor, giving two weeks' notice, reserving the right to invoke contractual remedies. After such a show-cause notice, all payments to the contractor would be temporarily withheld to safeguard needed recoveries that may become due on invoking contractual remedies.

(c) **Terminations for Default**

(i) Notice for Termination for Default: In the event of unsatisfactory resolution of 'Notice of Default' within two weeks of its issue as per sub-clause above, MDL if so decided, shall by written Notice of Termination for Default sent to the contractor, terminate the contract in whole or in part, without compensation to the contractor.

(ii) Such termination shall not prejudice or affect the rights and remedies, including under sub-clause below, which have accrued and/ or shall accrue to MDL after that.

(iii) Unless otherwise instructed by MDL, the contractor shall continue to perform the contract to the extent not terminated. All warranty obligations, if any, shall continue to survive despite the termination.

(d) **Contractual Remedies for Breaches/Defaults or Termination for Default**

If there is an unsatisfactory resolution within this period, MDL shall take one; or more of the following contractual remedies.

(i) Temporary withhold payments due to the contractor till recoveries due to invocation of other contractual remedies are complete.

(ii) Call back any loaned property or advances of payment, if any, with the levy of interest at the prevailing rate (MIBID - Mumbai Interbank Bid Rate).

(iii) Recover liquidated damages and invoke denial clause for delays.

(iv) Encash and/ or Forfeit performance or other contractual securities.

(v) Prefer claims against insurances, if any.

(vi) Terminate contract for default, fully or partially including its right for Risk and- Cost Procurement as per following sub-clause.

(vii) **Risk and Cost Procurement**

In addition to termination for default, MDL shall be entitled, and it shall be lawful on his part, to procure Goods same to those terminated, with such terms and conditions and in such manner as it deems fit at the "Risk and Cost" of the contractor. Such 'Risk and Cost Procurement' must be initiated (viz. AIP/PR/Tender) within six months from the termination of Contract. The Contractor shall be liable for any loss which MDL may sustain on that account provided the procurement, or, if there is an agreement to procure, such agreement is made. The Contractor shall not be entitled to any gain on such procurement, and the manner and method of such procurement shall be in the entire discretion of MDL. (Note: deleted being contrary to law). (Note: No contractor would give security after the termination of the contract)

Note: Regarding the Goods which are not readily available in the market and where procurement difficulties are experienced, the period for making risk procurement shall be nine months instead of six months provided above.

(viii) Initiate legal proceedings in a for the recovery of the losses and damages, not addressable by the above means.

9. CLOSURE OF CONTRACT

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

10. COMMUNICATION AND LANGUAGE FOR DOCUMENTATION

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

11. PRESERVATION AND MAINTENANCE

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

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

12. FREIGHT AND INSURANCE.

(a) **For Indigenous Bidders**

Bidder shall quote for 'Door Delivery to Purchaser,' all charges towards door delivery viz. transport, Insurance charges etc. shall be borne by the Bidder /Supplier / Contractor.

~~(b) **For Foreign Bidders**~~

~~For overseas bidders, bidder shall agree for supplying the goods on CIF/CIP, Incoterm basis. The Bidder / Supplier / Contractor shall immediately on despatch of the items, inform all relevant details of despatch such as Order Number, Bill of Lading/AWB Number marked as Freight Paid, Insurance policy/document, number of packages, value of consignment, invoice number etc. as per contractual terms.~~

13. DEMURRAGE

Storage, and Demurrage, fines etc. charges will be payable by the Bidder / Supplier / Contractor for all shipments in case of improper documentation, wrong declarations, error in weight measurements, packing list, invoice, late receipt of documents etc. i.e., for reasons which are not attributable to the purchaser.

14. CANCELLATION OF TENDER

The Purchaser reserves the right to cancel/withdraw the tender in toto or part and or award the contract / order in full or part without assigning any reason whatsoever and without thereby incurring any liability to the affected Bidder or Bidders or any obligations to inform the affected Bidder or Bidders of the grounds for MDL action.

15. PURCHASER'S PROPERTY.

All property (such as materials, drawings, documents etc.) issued by the Purchaser or any other individual or firm on behalf of the Purchaser in connection with the contract shall remain confidential, being the property of the Purchaser and the Bidder/Supplier/Contractor shall undertake to return all such property so issued and will be responsible for any or all loss thereof and damage thereto resulting from whatever causes and shall reimburse the Purchaser the full amount of loss and damage.

On completion of work in any compartment / location of the purchaser's premises, the Bidder/Supplier/Contractor must ensure that the place is left in a reasonably clean state and all scrap is transferred to nearby scrap-bins.

16. REJECTION OF MATERIALS

If the Goods, or any portion thereof of the equipment found defective / rejected, the Supplier / Contractor shall collect the same from MDL's Stores, all incidental charges being borne by him (inclusive of Custom duty, if payable), within 30 days from the date of intimation to the Supplier / Contractor of such rejection. If not collected within 30 days, MDL shall recover storage charges @ 1 % per month maximum up to 5% of cost of rejected items. MDL reserves the right to dispose-off the rejected items at the end of a total period of six months in any manner to the best advantage to MDL and recover consequential damages maximum up to order value.

17. RECOVERY-ADJUSTMENT PROVISIONS

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.

18. INDEMNIFICATION

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

19. TRANSFER OF SUPPLIERS / CONTRACTOR'S RIGHTS

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.

20. SUBCONTRACT AND RIGHT OF PURCHASER

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.

21. PATENT RIGHTS

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.

22. AGENTS/AGENCY COMMISSION

The seller confirms and declares to the buyer that the seller is the original manufacturer or authorized distributor/stockiest of original manufacturer of the goods referred to in this contract and has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommended to the Buyer or any of its functionaries, whether officially or unofficially , to the award of the Contract / Purchase order to the Seller; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The Seller agrees that if it is established at any time to the satisfaction of the Buyer that the present declaration is in any way incorrect or if at a later stage it is discovered by the Buyer that the Seller has engaged any such individual/firm, and paid or intended to pay any amount, gift, reward , fees, commission or consideration to such person, party, firm or institution , whether before or after the signing of this Contract / Purchase order, the Seller will be liable to refund that amount to the Buyer. The seller will also be debarred from participation in any RFQ/Tender for new projects/program with Buyer for a minimum period of five years. The buyer will also have a right to consider cancellation of the Contract either wholly or in part, without any entitlement or compensation to the Seller who shall in such event be liable to refund all payments made by the buyer in terms of the Contract along with interest at the rate of 2% per annum or 6% whichever is higher above LIBOR (London Inter Bank Offer Rate) (for foreign vendors) and base rate of SBI plus 2% (for Indian Vendors). The Buyer will also have the right to recover any such amount from any contracts concluded earlier with Buyer.

23. USE OF UNDUE INFLUENCE / CORRUPT PRACTICES

The Bidder / Supplier / Contractor undertakes that he has not used corrupt practices or used any undue influence which is not admissible as per Indian law to obtain contract/order or in doing any business with the purchaser. If found that Bidder / Supplier / Contractor is involved in such wrong practices, then Purchaser is entitled to cancel the contract/s and all or any other contracts and then to recover from the Bidder / Supplier / Contractor the amounts of any loss arising from such contracts' cancellation, including but not limited to imposition of penal damages, forfeiture of Performance security, encashment of the Bank Guarantee and refund of the amounts paid by the Purchaser.

24. IMMUNITY OF GOVERNMENT OF INDIA CLAUSE

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

25. EXPORT LICENCE

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

26. BANNED OR DE-LISTED CONTRACTORS / SUPPLIERS

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

27. DUTY OF PERSONNEL OF SUPPLIER/CONTRACTOR

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.

28. DISPUTE RESOLUTION MECHANISM AND ARBITRATION

(a) **Dispute resolution mechanism (DRM)**

(i) Any dispute/differences between the parties arising out of and in connection with the contract shall be settled amicably by mutual negotiations at HoS/HoD level.

(ii) In case of non-settlement by (i) above, if at any time, before, during or after the contract period any unsettled claim, dispute or difference arose between the parties, upon or in relation to or in connection with or in any way touching or concerning this tender/agreement/order/contract, the same shall be referred to the concerned Functional Director. The Functional Director shall then nominate an Executive of the rank of General Manager whom he thinks fit and competent or a Committee of Executives who/which shall then scrutinise the claims/disputes that have been referred to the concerned functional Director and make efforts for amicable settlements by mutual discussions/negotiations.

(iii) In case no amicable settlement is arrived by (ii) above within a period of three months, then the contractor shall approach Public Grievance Cell and address the disputes as per the provisions made under the relevant clause of the contract.

(iv) In case the issues/disputes do not get settled within a period of six months from the date of submission of the dispute to the Grievance Cell, then the contractor may invoke Arbitration Clause of the contract.

(b) **Arbitration**

Unresolved disputes/differences, if any, shall then be settled by Arbitration. The Arbitration proceedings shall be conducted at Mumbai, India, in English Language, under the Arbitration and Conciliation Act, 1996 as amended from time to time and the rules thereunder. MDL prefers to have arbitration through Institutes such as Indian Council of Arbitration (ICA)/ICA-DR, Mumbai Centre for International Arbitration, International Chamber of Commerce (ICC), Singapore International Arbitration Centre (SIAC) with the mutual consent of the parties. In case of unresolved difference/dispute between the Purchaser and Supplier, being Central Public Sector Enterprises/Central Govt. departments, the disputes shall be resolved firstly through mutual discussion or through the empowered agencies of the Govt. or through arbitration by reference by either party to the department of Public Enterprises, as per extant guidelines. If disputes/differences remain unresolved/unexecuted, the same shall be referred first to the Cabinet Secretariat and then, if necessary to the PMO. Any changes to arbitration clause must be vetted by HOD (Legal) before incorporation in contract/PO.

29. JURISDICTION OF COURTS

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

30. SAFETY

The Contractor / Bidder must observe all safety precautions in connection with the work to be performed by him, his agents or labourers. In the event of any accident happening in our yard resulting in loss of lives or otherwise damaging any part of the property, the contractor shall be required to make good the loss to the Company and shall be responsible for all consequences that follow from the loss and / or injuries to the persons involved in such accidents. The standard of safety to be observed in the Company shall be decided by the Executive-in-Charge Safety, or any Executive appointed for the purpose before the commencement of work in the yard. It will be essential for contractor to ascertain the standard precautions which contractor is required to observe in discharging his work as per the standards prevalent in MDL. The decision of MDL in matters concerning Safety shall be final and binding on the contractor. The Contractor / Bidder shall be required to provide his workmen with Boiler Suits of any suitable colour other than blue or white, with the Name of the Contractor in prominent letters on the boiler suits along with personal protection gears like safety shoes, hand gloves etc. workmen of the Contractor / Bidder must wear throughout their working while in the premises of MDL. Contractor’s workmen working without safety gears are to be disallowed for work.

31. FORCE MAJEURE

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

Commerce / Indian High Commission or Embassies / Government in that Country. The performance in whole or in part under the captioned tender / contract is prevented or delayed by reason of any such event for a period exceeding sixty days either party may at its option terminate the contract / further processing of the tender. The relative obligations of both the parties remain suspended during the actual period of force majeure. The Purchaser may extend the delivery schedule as mutually agreed, on receipt of written communication from the Bidder / Supplier / Contractor regarding occurrence of 'Force Majeure' conditions, but not exceeding six months from the scheduled delivery date. If the 'Force Majeure' conditions extend beyond this period, the Purchaser shall have the right to cancel the order without any financial implication to the Purchaser or on terms mutually agreed to.

32. CODE OF INTEGRITY IN PUBLIC PROCUREMENT

Bidders, suppliers, contractors and consultants should observe the highest standard of ethics and should not indulge in the following prohibited practices, either directly or indirectly, at any stage during the procurement process or during execution of resultant contracts:

i. **Corrupt practice**: - Making offers, solicitation or offer of bribe, rewards or gifts or any material benefit, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process or contract execution.

ii. **Fraudulent practice: -** Any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. This includes making false declaration or providing false information for participation in a tender process or to secure a contract or in execution of the contract.

iii. **Anti-competitive practice**: - Any collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of The Competition Act, 2002, between two or more bidders, with or without the knowledge of MDL, that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, non-competitive levels.

iv. **Coercive practice: -** Harming or threatening to harm, persons or their property to influence their participation in the procurement process or affect the execution of a contract.

v. **Conflict of interest**: - Participation by a bidding firm or any of its affiliates that are either involved in the consultancy contract to which this procurement is linked; or if they are part of more than one bid in the procurement; or if the bidding firm or their personnel have relationships or financial or business transactions with any official of MDL who are directly or indirectly related to tender or execution process of contract; or improper use of information obtained by the (prospective) bidder from MDL with an intent to gain unfair advantage in the procurement process or for personal gain.

vi. **Obstructive practice**: - Materially impede MDL's investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding MDL's rights of audit or access to information

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Enclosure-4

ACCEPTANCE FORM FOR GENERAL CONDITIONS OF CONTRACT (GCC)

GCC CLAUSE No.	BIDDER'S REMARK ACC/DEV	GCC CLAUSE No.	BIDDER'S REMARK ACC./ DEV	GCC CLAUSE No.	BIDDER'S REMARK ACC/ DEV
1	ACC/DEV	2	ACC/DEV	3	ACC/DEV
4	ACC/DEV	5	ACC/DEV	6	ACC/DEV
7	ACC/DEV	8	ACC/DEV	9	ACC/DEV
10	ACC/DEV	11	ACC/DEV	12	ACC/DEV
13	ACC/DEV	14	ACC/DEV	15	ACC/DEV
16	ACC/DEV	17	ACC/DEV	18	ACC/DEV
19	ACC/DEV	20	ACC/DEV	21	ACC/DEV
22	ACC/DEV	23	ACC/DEV	24	ACC/DEV
25	ACC/DEV	26	ACC/DEV	27	ACC/DEV
28	ACC/DEV	29	ACC/DEV	30	ACC/DEV
31	ACC/DEV	32	ACC/DEV		

COMPANY'S NAME & ADDRESS:

_____

_____

_____

SIGNATURE:

DATE:

NAME:

DESIGNATION:

BIDDER'S COMPANY SEAL:

NOTES:

1. Bidders should carefully read the General Terms & Conditions (GCC) of the Tender Enquiry prior to filling up this acceptance format.
2. This format should be properly filled, signed and returned by the bidder(s) along with their technical offer for considering their Bid.
3. Bidder(s) should indicate "ACC" for Accepted, "DEV" for Deviation Taken for each clause number in the above table.
4. Bidder(s) to attach Separate Sheet indicating all relevant details such as Number & description of the Clause, Reasons for Deviation and Alternative suggested for any deviations taken by them.
5. Clause numbers shown in the above format also includes the sub-clauses under these clauses. For example, Clause no. '8' means – Clause nos.-8.1, 8.2, 8.3.

Enclosure-5

Declaration of Compliance on Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017

Restriction under rule 144(xi) of GFR

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

II. 'Bidder" (including the term 'tenderer', 'consultant' 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.

III. "Bidder (or entity) from a country which shares a land border with India" for the purpose of this Order means: -

(a) An entity incorporated, established or registered in such a country; or

(b) A subsidiary of an entity incorporated, established or registered in such a country; or

(c) An entity substantially controlled through entities incorporated, established or registered in such a country; or

(d) An entity whose beneficial owner is situated in such a country; or

(e) An Indian (or other) agent of such an entity; or

(f) A natural person who is a citizen of such a country; or

(g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

IV. The beneficial owner for the purpose of (iii) above will be as under:

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

   Explanation—

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

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

2. 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;

3. 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;

4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

5. 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.

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

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

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

VIII. If the bidder was validly registered at the time of acceptance I placement of order, registration shall not be a relevant consideration during contract execution.

Note: Model certificate for the same is attached at the following page.

Model Certificate:

DECLARATION BY AUTHORISED SIGNATORY OF THE FIRM

"I…… have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India. I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority.

I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

AUTHORISED SIGNATURE: _____ DATE: _____

Seal / Stamp of Bidder

Model additional certificate by Bidders in the cases of specified TOT:

DECLARATION BY AUTHORISED SIGNATORY OF THE FIRM

I have read the clause regarding restrictions on procurement from a bidder having Transfer of Technology (TOT) arrangement I certify that this bidder does not have any

TOT arrangement requiring registration with the competent authority.

OR

I have read the clause regarding restrictions on procurement from a bidder having Transfer of Technology (TOT) arrangement. I certify that this bidder has valid registration to participate in this procurement.

AUTHORISED SIGNATURE: _____ DATE: _____

Seal / Stamp of Bidder

Enclosure-6 A

DECLARATION CERTIFICATE FOR LOCAL CONTENT

This declaration must form part of all tenders & it contains general information and serves as a declaration form for all bidders. (Before completing this declaration, bidders must study the General Conditions, Definitions, Govt Directives applicable in respect of Local Content & prescribed tender conditions).

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

IN RESPECT OF BID / TENDER No. _____

ISSUED BY: (Name of Firm): _____

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

I, the undersigned, _____ (full names),

do hereby declare, in my capacity as _____

of _____ (name of bidder entity), the following:

(a) The facts contained herein are within my own personal knowledge.
(b) I have read and understood the requirement of local content (LC) and same is specified as percentage calculated in accordance with the definition provided at clause 2 of revised Public Procurement (preference to make in India) order 2017.

"Local content" as per above order means the amount of value added in India which shall be the total value of items procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value in percent.

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

(d) I understand that a bidder can seek benefit of either Public Procurement Policy for MSE's – Order 2012 or Public Procurement (Preference to Make in India) Order 2017 and not both and once the option is declared / selected it is not permitted to be modified subsequently.

Accordingly, I seek the benefit form the below declared purchase preference policy only.

i) I seek benefit against the following policy only (**Select only one Option**):

1) PPP MSE Order 2012 = ☐ (applicable for MSE manufacturers)

2) PPP MII 2017 = ☐ (applicable for Class I suppliers as well as MSE manufactures)

(Note: If not declared / selected it shall be deemed that purchase preference benefit is sought under PPP MII 2017 policy. However, selection of both the option will be treated as ambiguous and will result in rejection of bid)

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

Tender Item Sr No.	Local content calculated as above %	Location of local value addition

Attach separate sheet duly signed if space is not sufficient

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

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

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

SIGNATURE: _____ DATE: _____

Seal / Stamp of Bidder

Enclosure-6 B

ACTUAL LOCAL CONTENT CERTIFICATE

Note 1: This certificate shall be submitted by the successful bidder post execution of the contract.

LOCAL CONTENT DECLARATION (post execution of contract / PO) BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPOSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CORPORATION, PARTNERSHIP OR INDIVIDUAL)

IN RESPECT OF CONTRACT No./ PO No.: _____

ISSUED BY (Name of Firm): _____

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

I, the undersigned, _____ (full names),

do hereby declare, in my capacity as _____

of _____ (name of bidder entity),

that:

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

(b) My/Our Company had declared the local content at the time of tender as under

Tender Item Sr No	Local content calculated as above %	Location of local value addition

(c) My / our company has completed the above referred contract and the actual local contend the delivered item/s calculated using the definition in the declaration given at the time of Bid is as under.

Tender Item Sr No	Declared Minimum Local content at the time of bidding (%)	Achieved Local content of delivered item (%)

NB: Local content percentage shall strictly be declared item wise or tender wise as was declared at the time of bid / tender.

(d) I accept that the procurement Authority / Institution / MDL/ Nodal Ministry has the right to request that the local content be verified in terms of the requirement of revised Public Procurement (Preference to make in India) Order 2017 dated 16.09.2020 and I shall furnish the document / information of demand. Failure on my part to furnish the data will be treated as false declaration as per PPP MII Order 2017. I undertake to retain the relevant documents for 7 years from date of execution.

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

SIGNATURE: _____ DATE: _____

Stamp/Seal of the company

Enclosure-7

EXTRACT OF PROVISIONS OF THE OFFICIAL SECRETS ACT, 1923

SECTION 2(B); "PROHIBITED PLACE"

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

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

SECTION 3: "PENALTIES FOR SPYING"

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

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

SECTION 4: "COMMUNICATION WITH FOREIGN AGENTS"

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

SECTION 5: "WRONGFUL COMMUNICATION OF INFORMATION"

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

a) Wilfully 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.

We accept and comply by the above clauses of EXTRACT OF PROVISIONS OF THE OFFICIAL SECRETS ACT, 1923.

Bidder's Signature……

Bidder's Name……

Company Seal……

Enclosure-8

PROFORMA BANK GUARANTEE FOR PERFORMANCE SECURITY

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

IN CONSIDERATION OF MAZAGON DOCK SHIPBUILDERS LIMTED, 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 Messrs ..... a partnership firm/sole proprietor business/a company registered under the Companies Act, 1956 having its office at .....(hereinafter called " the Contractor/ Supplier" which expression shall, unless it be repugnant or contrary to the subject or context thereof, be deemed to mean and include its successors and assigns) vide order No..... dated..... (hereinafter called "the order" which expression shall include any amendments/alterations to "the order" issued by "the Purchaser") for the supply , delivery at site, installation and commissioning of certain equipment, item/services/civil works etc. as stated in the said Order and the Purchaser having agreed with the Contractor/Supplier to accept a Bank Guarantee in lieu of Performance Security payable under the said order for the fulfilment and performance of the said order, We, ... Bank having office at ..... (Hereinafter referred to as "the Bank" which expression shall include its successors and assigns) hereby agree to pay to the Purchaser without any demur on first demand an amount not exceeding Rs..... (Rupees.....only) being 5% (10% in case of Capital Procurement) of the order value against any loss or damage, costs, charges and expenses caused to or suffered by the Purchaser by reason of non-performance and non-fulfilment or for any breach on the part of the Contractor / Supplier of any of the terms and conditions of the said order.

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

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

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

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

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

7. Notwithstanding anything contained herein above:

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

ii) This Bank Guarantee shall be valid upto and including .....; and

iii) We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before ……. (validity + 60 Days 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")

Enclosure-9

Undertaking for Conflict of Interest Among Bidders/ Agents

A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of MDL's interests. The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:

(i) they have controlling partner (s) in common; or

(ii) they receive or have received any direct or indirect subsidy/ financial stake from any of them; or

(iii) they have the same legal representative/agent for purposes of this bid; or

(iv) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder; or

(v) Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/ Assemblies from one bidding manufacturer in more than one bid.

(vi) In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorise only one agent/dealer. There can be only one bid from the following:

(aa) The principal manufacturer directly or through one Indian agent on his behalf; and

(ab) Indian/foreign agent on behalf of only one principal.

(vii) Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid;

(viii) In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/similar line of business.

DECLARATION BY AUTHORISED SIGNATORY OF THE FIRM

"I…… have read the above clause regarding Conflict of Interest Among Bidders/ Agents. I certify that this bidder fulfils all the requirements in this regard and does not have any conflict of interest"

AUTHORISED SIGNATURE: _____ **DATE: _____**

Seal / Stamp of Bidder

Enclosure-10

APPENDIX - 21

RTGS/NEFT– MANDATE AUTHORISATION FORM

(ILLUSTRATIVE FORMAT)

1. Supplier's / Vendor's Name:

2. Supplier's / Vendor's Name as per Bank Records:

3A. Supplier's Code **3B. Supplier's PAN Number: #**

Quoting PAN No. in all the e-returns has become 100% mandatory w.e.f. 14-02-2008 hence, ensure to fill- up this and also send a photocopy of PAN duly self-attested. If there is any difference between the name given in the supplier's name and name given in the PAN card, then a note to explain the reason for the difference and the correlation between both.

4. Supplier's / Vendor's Complete Postal Address:

Door No.		Street:	
Location:		District:	
City:		State	PIN

5. Supplier's / Vendor's E-mail ID:

6. Supplier's / Vendor's Telephone Number & Mobile Phone Number:

M

7. Name of the Bank:

8. Bank (Branch) Postal Address:

9. RTGS*/NEFT - Code of the Branch:**

RTGS:	
NEFT:	

RTGS* - "Real Time Gross Settlement", NEFT** - "National Electronic Fund Transfer".

These "IFSC" Codes are unique numbers of each Branch – " Indian Financial Services Code". For some Branches both the codes are the same and some Banks, may maintain one Code No. for RTGS and another Code No. for NEFT. Hence, please fill-up both the rows, even if it is the same.

10. Nature of the Account: (Tick whichever is applicable & put 'x' mark for the balance two accounts)

Saving Bank Account:		Cash Credit Account:		Current Account:	

11. Bank Account Number of the Supplier: ©

© Fill up from the 1st column. For the balance left out blank columns, please mention 'x' mark.

We hereby declare that the particulars given above are correct and complete. If the transaction is delayed for reasons of incomplete or incorrect information, we would not hold MDL responsible.

Date: **Supplier's Seal:** **Authorized Signature of the Supplier:**

Certified that the particulars as per Serial Numbers 2, 7 to 11 are correct as per our records.

Date: **Bank's Stamp** **Authorized Signature of the Officer of the Bank.**

Note: Based on the Illustrative Format as above, the concerned Dealing Officer / HOD(C) may formulate / design the required forms / documents / tender enquiries / registers / GCC / proformas to suit to the requirements on case to case basis in line with the corresponding articles in Purchase Manual Volume-I.

Enclosure-11

PROFORMA BANK GUARANTEE FOR BID BOND / EMD

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

IN CONSIDERATION OF MAZAGON DOCK SHIPBUILDERS LIMTED, a company incorporated under the Companies Act 1956 and having its registered office at Dockyard Road, Mumbai 400010 (hereinafter referred to as the "the Company" which expression shall, unless it be repugnant or contrary to the subject or context thereof, be deemed to mean and include its successors and assigns) having agreed to accept the Earnest Money Deposit (EMD) of Rs----------(Rupees----------only) in the form of Bank Guarantee from Messers ..... a partnership firm/sole proprietor business/a company registered under the Companies Act, 1956 having its office at .....(hereinafter called " the tenderer" which expression shall, unless it be repugnant or contrary to the subject or context thereof, be deemed to mean and include its successors and assigns) for participating in the Tender no.....dated..... (hereinafter called "the tender" which expression shall include any amendments/alterations to "the tender" issued by "the Company") for the supply, delivery at site, installation and commissioning of certain equipment, item/services/civil works etc., We, ... Bank having office at ..... (hereinafter referred to as "the Bank" which expression shall includes its successors and assigns) hereby agree to pay to the Company without any demur on first demand an amount not exceeding Rs..... (Rupees.....only) against any loss or damage, costs, charges and expenses caused to or suffered by the Company by reason of non performance and non-fulfilment or for any breach on the part of the tenderer of any of the terms and conditions of the said tender.

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

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

4. We, ... Bank further agree with the Company that the Company shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said tender/or to extend time of performance by the tenderer from time to time or to postpone for any time to time any of the powers exercisable by the Company against the tenderer and to forbear to enforce any of the terms and conditions relating to the tender and we shall not be relieved from our liability by reason of any such variation or extension being granted to

the tenderer or for any forbearance, act or omission on the part of the Company or any indulgence by the Company to the tenderer or by any such matter or things whatsoever which under the law relating to sureties would have the effect of relieving us.

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

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

7. Notwithstanding anything contained herein above:

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

ii) This Bank Guarantee shall be valid 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 + 60 days from the date of expiry of this guarantee).

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

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

.....

For ..... Bank

(by its constituted attorney

or the person authorised to sign)

(Signature of a person authorised

to sign on behalf of "the Bank")

Enclosure-12

Format for remittance towards EMD/Performance Security

1. MDL'S BANK ACCOUNT DETAILS:

Name of Bank A/C holder	Mazagon Dock Shipbuilders Limited
Bank and Branch	ICICI Bank, Mazagaon Branch
Type of account	Cash Credit A/c
Bank Account no	107151000007
IFSC CODE	ICIC0000393
SWIFT CODE	-
NeSL (UIN no.)	AAACM8029J
PAN no.	AAACM8029J

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

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

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

Signature of Vendor/Representative

3. SAP Parked Document No: _____ Date: _____
(To be filled in by MDL's Commercial Executive)

Enclosure-13

SCOPE OF WORK

WELLHEAD PLATFORMS AND ASSOCIATED PIPELINE ROJECT (DSF – II)

APPROVED			
NAUVATA - PM	MDL	ONGC	
		OD	OW

CLIENT/OWNER		**OIL and NATURAL GAS CORPORATION LTD.**
EPC CONTRACTOR		**MAZAGON DOCK SHIPBUILDERS LTD.**
CONSULTANT		**NAUVATA ENERGY TRANSITION ENTERPRISE PVT. LTD.**

D1	IFE	25.03.2026	ISSUED FOR ENQUIRY	NGK		NGK	
Revision	Status	Date	Description	Prepared	Checked	Approved	EM
				NAUVATA			
Document Title	**RFQ FOR PROCUREMENT OF ARTICULATED CONCRETE MATTRESSES**						

Scale	Project Code:	Client Contract No.: -	Document No.:	Sht. No.	Rev. No.
A4	JBG24006	-	24006-PL-FABN-RFQ-M-004	1 OF 8	D1

REVISION RECORD SHEET

REV No.	DESCRIPTION	REMARKS
D1	ISSUED FOR ENQUIRY	Details provided in the RFQ No. 24006-PL-FABN-RFQ-M-001 is revised and resubmitted as per the email received from MDL on 25th March 2026

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3.0 DEFINITIONS 6

4.0 ONGC SPECIFICATIONS 6

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6.0 SCOPE OF WORK 7

7.0 TECHNICAL REQUIREMENTS / DOCUMENTATION 7

8.0 TECHNO-COMMERCIAL PROPOSAL 7

9.0 INDEX OF ATTACHMENTS WITH THE RFQ 8

10.0 DELIVERY SCHEDULE 8

11.0 STORAGE 8

12.0 QAP 8

1.0 INTRODUCTION

1.1 PROJECT BACKGROUND

Oil and Natural Gas Corporation Limited (ONGC), hereinafter called as 'ONGC', is engaged in exploration and exploitation of Western Offshore Field in the Arabian Sea on the continental shelf of Western India. The field is well developed with an extensive infrastructure of wellhead platforms, process platforms and pipelines. Western offshore consists of three assets viz. Mumbai High Asset, Neelam and Heera Asset and Bassein and Satellite Asset.

ONGC is under development of Small fields acquired under Discovered Small Fields Bid Round II (DSFII) by GOI. In order to monetize these fields and to boost oil and gas production from its Western Offshore fields, under this project Six number of new wellhead platforms (six in four contract areas under DSF-II) shall be installed with modifications at existing wellhead/process platforms along with six segments of subsea pipelines. Detailed Scope of work for six no. of new wellhead platforms SD-1A, CA-6A, C37-A, NMT-A, D-33A and SB-15A subsea pipelines and modifications at existing Platforms.

1.2 PROJECT DESCRIPTION

Under this Project Contractor has to carry out pre-engineering survey, design and detailed engineering, procurement of all material, inspection, testing, fabrication, load out, tie down, transportation, installation, post Installation / construction survey, site acceptance test, pre commissioning, commissioning (wherever applicable), as-built, over-all quality assurances and quality control and all warranties / guarantees related to the following including video recording of underwater surveys :

i) Six new Well Head platforms

Details of the Platform and Jacket weights									
S No	Platform Name	Water Depth Mtrs	Jacket MT	Mudmat MT	Pile MT	Conductor MT	Deck incl helideck without Al pancake MT	Boat Landing and barge bumpers MT	Total MT
1	SD-1A	31	945	49	1210	195	428	98	2925
2	CA-6A	36	945	49	1210	195	428	98	2925
3	NMT-A	27	773	49	1097	179	428	98	2624
4	C37-A	20	773	49	1097	179	428	98	2624
5	D33-A	79	1788	54	1205	735	438	87	4307
6	SB-15A	68	1415	54	929	238	435	98	3169

ii) Associated modifications at existing platforms SHG, C24RP and SB 14 platforms

iii) Associated Submarine pipelines, subsea laterals, tie in spools along with risers.

Pipeline details

S No	Segment From	Segment To	Length in Kms	Nominal OD in inches	Wall thickness Pipeline	Wall thickness Riser	Service	Type	API Grade	CWC thk in mms	3LPP thk in mms	Free Spans Nos	Crossings Nos	Type of Burial	Water depth in mtrs	Risers to be installed Originating Platform	Risers to be installed Destination Platform
1	SD-1A	C24-RP	27	10	9.3	14.3	Well Fluid	NACE	X 60	50	3	0	0	Flush	24-32	1	1
2	CA-6A	C24-RP	30	10	9.3	14.3	Well Fluid	NACE	X 60	50	3	0	0	Flush	24-35	1	1
3	NMT-A	Lateral 2	42.9	10	12.7	20.6	Well Fluid	NACE	X 60	40	3	0	1	Flush	21-25.8	1	NA
4	C37-A	lateral 1	34.9	10	9.3	14.3	Well Fluid	NACE	X 60	40	3	0	1	Flush	25-26	1	NA
5	D33-A	SHG	58	10	10.8	15.9	Well Fluid	NACE	X 60	40	3	58	33	Not reqd	71-82	1	1
6	SB-15A	SB-14	7	8	8.2	13.7	Well Fluid	NACE	X 60	40	3	7	1	Not reqd	61.4-68	1	1
Lateral 1 is an existing lateral on the line C24 RP to TCPP segment																	
Lateral 2 is an existing lateral on the line C24 RP to TCPP segment																	

iv) Additional laterals to be installed

New laterals to be installed		
Segment		Nos of Laterals
From	To	
SD-1A	C24-RP	1
CA-6A	C24-RP	1
NMT-A	Lateral 2	1
C37-A	lateral 1	1
D33-A	SHG	2
SB-15A	SB-14	1
Lateral 1 is an existing lateral on the line C24 RP to TCPP segment		
Lateral 2 is an existing lateral on the line C24 RP to TCPP segment		

2.0 OBJECTIVE

This RFQ is issued for SOW related to "Design, Supply and Fabrication of Articulated Mattress for "WELL HEAD PLATFORMS AND ASSOCIATED PIPELINE PROJECT (DSF-II).

3.0 DEFINITIONS

In this document, the following terms and the respective definitions are used:

Client/Company	Oil and Natural Gas Corporation Ltd.
Contractor/MDL	Mazagon Dock Shipbuilders Limited, Mumbai
Consultant	Nauvata Energy Transition Enterprise Pvt Ltd,
Vendor/Bidder	Any service provider who is appointed by the client
EPC	Engineering, Procurement and Construction
HSE	Health, Safety and Environment

4.0 ONGC SPECIFICATIONS

Reference	Title
2015	Functional Specification for Installation of Submarine Pipelines and Related facilities , Rev-2
6001F	General Specification for Material, Fabrication and Installation of Structure, Rev-14

5.0 TECHINCAL QUALIFICATION CRITERIA

Vendor must have executed similar scope of supply for a reputed company preferably for ONGC offshore projects in last 3 years. Documentary evidence certifying the experience to be submitted with the Bid.

6.0 SCOPE OF WORK

Bidder's Scope of work consist of Design, Supply and Fabrication of Articulated Concrete Mattress for Offshore application as per the MTO and Drawings attached herewith.
Bidder to submit the techno-commercial quotation for the above mentioned Scope of work

Scope of Supply of the following items as per the details below, but not limited to,

A. Articulated Concrete Mattresses

- Type : Concrete Articulated Mattress for Subsea Protection
- Configuration : As per attached details along with this RFQ
- Dimensions : As per attached details along with this RFQ
- Design Requirements : Suitable for future lateral supports, Pipeline/cable protection
  Flexible and conformable to Seabed profile
  Designed for Installation in offshore marine environment
- Quantity : As per the MTO attached along with this RFQ

7.0 TECHNICAL REQUIREMENTS / DOCUMENTATION

- Compliance with relevant offshore/international standards
- Detailed technical datasheets and catalogues to be provided
- Installation Methodology / Recommendations
- Previous Project references
- Inspection and Test Plans (ITP)
- Quality Assurance / Quality Control documentations

8.0 TECHNO-COMMERCIAL PROPOSAL

Bidder shall submit their Techno-commercial proposal with

i) Detailed schedule for executing the works

ii) List of inputs required from Consultant for execution of scope

iii) Bidder to quote unit rate for the scope of work

iv) Bidder shall quote including the cost for transportation of fabricated Articulated Concrete
Mattresses from his fabrication yard until MDL Nhava Jetty /Mumbai port

9.0 INDEX OF ATTACHMENTS WITH THE RFQ

24006-PL-GEN-MTO-406 Articulated Concrete Mattress

10.0 DELIVERY SCHEDULE: All material to be delivered to mdl nominated yard in Mumbai /Mumbai port with Lot no. 01 of 60 Nos. qty in 8 weeks and Lot No. 02 of 74 Nos. qty. in 12 weeks.

11.0 STORAGE:

Firm to dispatch material from Vendor's Premises to consignee only after intimation by MDL (user dept.) In case of any hold/delay for intimation by MDL (user dept.) for dispatch of material, firm shall store material in their premises as per the storage and preservation guidelines by OEM/vendor/guidelines/functional specifications/manual (if any) without any extra cost to MDL till pick-up of material.

12.0 QAP : Supplier shall submit QAP to MDL within one week from the date of PO placement for approval. QAP will be approved by ONGC/ONGC certifying authority through MDL within 7 working days . Any rectification given by user dept./ONGC; firm shall re-submit revised QAP within 2 working days to mdl for approval.

WELLHEAD PLATFORMS AND ASSOCIATED PIPELINE PROJECT (DSF – II)

APPROVED			
NAUVATA - PM	MDL	ONGC	
		OD	OW

CLIENT/OWNER		**OIL & NATURAL GAS CORPORATION LTD.**
EPC CONTRACTOR		**MAZAGON DOCK SHIPBUILDERS LTD.**
CONSULTANT		**NAUVATA ENERGY TRANSITION ENTERPRISE PVT. LTD.**

				Adharsh Date: 2026.03.20 13:35:53 +05'30'	Nidhesh Date: 2026.03.20 13:37:01 +05'30'	Veena S V Date: 2026.03.20 13:37:44 +05'30'	Veena S V Date: 2026.03.20 13:38:03 +05'30'
D3	RIFE	20.03.2026	RE-ISSUED FOR ENQUIRY	AD	NVK	SVV	SVV
D2	RIFE	06.01.2026	RE-ISSUED FOR ENQUIRY	NVK	PB	SVV	SVV
D1	IFE	21.10.2025	ISSUED FOR ENQUIRY	NVK	PB	SVV	SVV
Revision	Status	Date	Description	Prepared	Checked	Apprd.	EM
				NAUVATA			

Document Title	**MTO FOR ARTICULATED CONCRETE SUPPORT MATTRESS**				
Scale	Project Code:	Client Contract No.: -	Document No.:	Sht. No.	Rev. No.
A4	JBG24006	-	24006-PL-GEN-MTO-406	1 OF 6	D3

REV No.	DESCRIPTION	REMARKS
D1	ISSUED FOR ENQUIRY	
D2	RE-ISSUED FOR ENQUIRY	MTO revised as per the final engineering documents and as per the mail dated 22.12.2025
D3	RE-ISSUED FOR ENQUIRY	Notes included in the Sketch No 24006-Pl-GEN-SK-001, Rev-D3

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1.0 INTRODUCTION 4

2.0 DEFINITIONS 4

3.0 INDEX TO ATTACHMENTS 6

1.0 INTRODUCTION

1.1 PROJECT BACKGROUND

Oil and Natural Gas Corporation Limited (ONGC), hereinafter called as 'ONGC', is engaged in exploration and exploitation of Western Offshore Field in the Arabian Sea on the continental shelf of Western India. The field is well developed with an extensive infrastructure of wellhead platforms, process platforms and pipelines. Western offshore consists of three assets viz. Mumbai High Asset, Neelam & Heera Asset and Bassein & Satellite Asset.

ONGC is under development of Small fields acquired under Discovered Small Fields Bid Round II (DSFII) by GOI. In order to monetize these fields and to boost oil & gas production from its Western Offshore fields, under this project Six number of new wellhead platforms (six in four contract areas under DSF-II) shall be installed with modifications at existing wellhead/process platforms along with six segments of subsea pipelines. Detailed Scope of work for six no. of new wellhead platforms SD-1A, CA-6A, C37-A, NMT-A, D-33A & SB-15A subsea pipelines and modifications at existing Platforms.

1.2 PROJECT DESCRIPTION

Under this Project Contractor has to carry out pre-engineering survey, design & detailed engineering, procurement of all material, inspection, testing, fabrication, load out, tie down, transportation, installation, post Installation / construction survey, site acceptance test, pre commissioning, commissioning (wherever applicable), as-built, over-all quality assurances & quality control and all warranties / guarantees related to the following including video recording of underwater surveys :

i) Six new Well Head platforms, SD-1A, CA-6A, C-37A, NMT-A, D-33A & SB-15A.

ii) Modifications at Existing platforms (C24-RP, SHG & SB-14).

iii) Associated Submarine pipelines, subsea laterals, tie in spools along with risers.

2.0 DEFINITIONS

In this specification, the following terms and the respective definitions are used:

Client / Company	:	ONGC – Oil and Natural Gas Corporation, Mumbai.
EPC Contractor	:	Mazagon Dock Ltd, Mumbai.
Consultant	:	Nauvata Energy Transition Enterprise Pvt Ltd, Bangalore.
Vendor or Bidder	:	Any manufacturer, seller or supplier who is appointed by the Client or Contractor and responsible for the supply of materials or equipment or services.
Third Party	:	All other authorized parties contributing to the Project.

NOTES:

- Mattress sketch along with Dimensions are attached along with this MTO

3.0 INDEX TO ATTACHMENTS

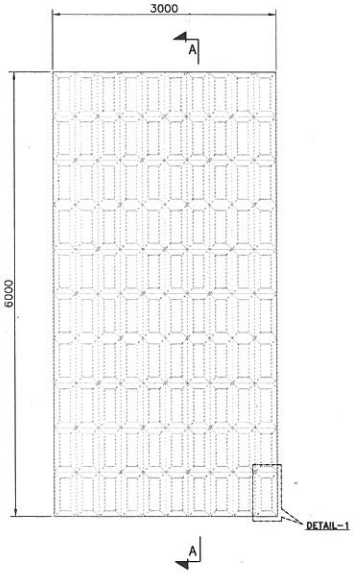
Equipment/Material specified in this requisition shall be supplied in strict accordance with the following attachments and other documents referenced therein except where noted otherwise. Any conflicts shall be brought to the attention of the purchaser for formal resolution.

SUB SEC.	SL. No.	DOCUMENT DESCRIPTION	DOCUMENT No.	DOC. REV.
	1	MTO FOR ARTICULATED CONCRETE SUPPORT MATTRESS	24006-PL-GEN-MTO-406	D3
	2	Sketch showing Articulated Concrete support Mattress details	24006-PL-GEN-SK-001	D3

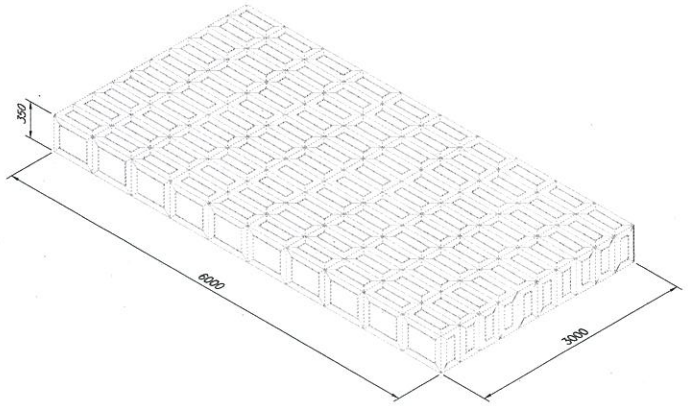
nauvata	PROJECT: WELLHEAD PLATFORMS AND ASSOCIATED PIPELINE (DSF-II)		ONGC
Project No. : JBG24006	Doc. No.: 24006-PL-GEN-MTO-406	Rev - D3	Date : 20.03.2026

MTO FOR ARTICULATED CONCRETE SUPPORT MATTRESS

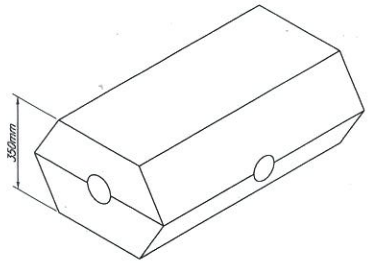
SL. No.	Pipeline Description	Location	Size of Mattress (L x B X H) - (m x m x m)	Quantity of Mattress required (Actual) (Nos)	Spare Quantity (Nos)	Total Quantity (Nos) (Actual + Spare)	Reamrks
1	10" WF FROM SD-1A TO C-24-RP	At Originating Platform (SD-1A)	6 x 3 x 0.35	4	-	47	-
		At Crossing Location		32			-
		At Future Laterals		7			-
		At Terminating Platfform (C-24-RP)		4			-
2	10" WF FROM CA-6A TO C-24-RP	At Originating Platform (CA-6A)	6 x 3 x 0.35	4	-	19	
		At Crossing Location		8			
		At Future Laterals		7			
		At Terminating Platfform (C-24-RP)		0			Concrete Articulated Supprt Mattress is already considered at Crossing location
3	10" WF FROM C-37-A TO TIE IN AT EXISTING LATERAL -1	At Originating Platform (C-37-A)	6 x 3 x 0.35	4	-	13	
		At Crossing Location		0			No Crossing Envisaged
		At Future Laterals		7			
		At Tie-in at Existing Lateral-1		2			
4	10" WF FROM NMT-A TO TIE IN AT EXISTING LATERAL -2	At Originating Platform (NMT-A)	6 x 3 x 0.35	4	-	45	
		At Crossing Location		32			
		At Future Laterals		7			
		At Tie-in at Existing Lateral-2		2			
5	10" WF FROM D-33A TO SHG	At Originating Platform (D-33A)	6 x 3 x 0.35	0		6	
		At Crossing Location		0			
		At Future Laterals		6			Considered Concrete Artciualted Support Mattress for 2 Nos Future Laterals locaiton
		At Terminating Platfform (SHG)		0			
6	8" WF FROM SB-15A TO SB-14	At Originating Platform (SB-15A)	6 x 3 x 0.35	0	-	3	
		At Crossing Location		0			
		At Future Laterals		3			Considered Concrete Artciualted Support Mattress for 1 No. Future Lateral locaiton
		At Terminating Platfform (SB-14)		0			
7	SPARE	-	6 x 3 x 0.35	1	-	1	
					TOTAL	134	



TYPICAL PLAN OF ARTICULATED
CONCRETE MATTRESS SIZE 3x6x0.350m



ISOMETRIC VIEW OF ARTICULATED
CONCRETE MATTRESS



DETAIL-1

NOTES:

1. ALL DIMENSIONS ARE IN MILLIMETRES UNLESS NOTED OTHERWISE.
2. END LIFT ROPES 20mm POLYPROPYLENE (PP) UV PROTECTED.
3. SIDE LIFT ROPES 16mm POLYPROPYLENE (PP) UV PROTECTED.
4. LIFTING ROPES ARE DESIGNED ACCORDINGLY AS PER STANDARD.
5. CONCRETE DENSITY 2400kg/m³.
6. CONCRETE COMPRESSIVE STRENGTH 35MPa.
7. CONCRETE MATTRESS WEIGHT, USING 2400kg/m³.
8. ALL BLOCKS ARE ENCASED IN 3mm PP.
9. EACH BLOCKS ARE 350(L) x 350(W) x 350(H)mm.

△3

NAUVATA-PM	MDL	OD	OW
		ONGC	

REV.	DATE	REVISION DESCRIPTION	PREP.	CHKD.	APPRD.	EM
			NAUVATA			
03	20/03/2026	RE-ISSUED FOR INFORMATION	GNC	NVK	SW	SW
02	06/01/2026	RE-ISSUED FOR INFORMATION	GNC	PB	SW	SW
01	21/10/2025	ISSUED FOR INFORMATION	GNC	PB	SW	SW

CLIENT/OWNER:
OIL AND NATURAL GAS CORPORATION LIMITED

EPC CONTRACTOR:
MAZAGON DOCK SHIPBUILDERS LIMITED

CONSULTANT:
nauvata NAUVATA ENERGY TRANSITION ENTERPRISE PVT. LTD.

PROJECT:
WELLHEAD PLATFORMS & ASSOCIATED PIPELINE PROJECT (DSF-II)

DRAWING TITLE:
TYPICAL MATTRESS DETAILS

SCALE:	PROJECT NO.:	DRAWING No.:	SHT NO.:	SIZE:	REV.:
NTS	J0G24006	24006-PL-GEN-SK-001	01 OF 01	A1	D3

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RATE SHEET – Articulated Concrete Mattress

Date: 11/08/2026

Sr. No	Material Description	Qty. in Nos.	**Unit Rate without taxes & Duties (INR)**	**Taxes & Duties (INR)**	**Unit Rate with taxes & Duties (INR)**	**Total with taxes & Duties (INR)**
01	Design, Supply and Fabrication of Articulated Concrete Mattress for Offshore application as per the MTO and Drawings Size of Mattress (L x B X H) - (6m x 3m x 0.35m)	134				

NOTE : - In case any ambiguity found between rate sheet and MTO/data sheet, MTO/data sheet to be referred as final.

रविकुमार केशवराव शेंडे
RAVIKUMAR SHENDE
प्रबंधक (अपतटीय परियोजनाएँ-पूर्व खंड)
MANAGER (OFFSHORE PROJECTS-EY)
माझगांव डॉक शिपबिल्डर्स लिमिटेड
MAZAGON DOCK SHIPBUILDERS LIMITED