



निविदा पूछताछ  
TENDER ENQUIRY

[एकल निविदा]  
[SINGLE TENDER]

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

निविदा सं./Tender No	1200003257	विभाग/Department	EY COMMERCIAL
क्रय अधिकारी/Purchase Exec.	Devendra Getme	क्रय अधिकारी/Purchase Exec.	Devendra Getme
सेवा में /To		दूरभाष सं./Telephone No	23762617
		फैक्स सं./Fax No	23741386
		ई-मेल/E-Mail	dgetme@mazdock.com
		निविदा सं./Tender No	1200003257
		निविदा तिथि/ Tender Date	28.06.2024
		निविदा बंद की तिथि/Tender Closing Date	05.07.2024
		निविदा बंद होने का समय/Tender Closing Time	12:00:00
दूरभाष सं./Telephone		आरएफक्यू सं./RFQ No	2050002993
फैक्स सं./Fax			
ई-मेल/E-Mail			

निविदा शुल्क/Tender Fee	रु/Rs	0.00
बयाना राशि/EMD Amount	रु/Rs	0.00
पुर्व बिड बैठक तिथि और समय/Pre Bid Meeting Date & Time		,00:00:00
निविदा खोलने की तिथि और समय/Tender Opening Date & Time		05.07.2024, 15:00:00
प्रस्ताव वैधता तिथि है/Offer should be valid up to		
सुरक्षा जमा/Security Deposit		0.00 %आदेश मूल्य का/PO value
वरीय बैंक जमानत /Perf. Bank Guarantee		0.00 %आदेश मूल्य का/PO value

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

प्रिय महोदय/महोदया  
Dear Sir / Madam ,

विषय /SUB:- REPAIR OF 01 NO V/UHF TRANSCEIVER OF PROJECT-75 AND ANALYSIS OF 08 NOS COMBAT ITEMS OF 05 TYPES OF P75

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

क्र सं. SL.No.	सामग्री / सेवा विवरण Material / Service Details	मात्रा / इकाई Quantity / unit	आपूर्ति तिथि Delivery Date
00010	Repair of V/UHF transceiver	1 Activity unit	25.07.2024
<b>The Line item 00010 covers the following services</b>			
000000001	सेवा सं./Service Number :-	1 Number	

निविदा सं./ Tender No:- 1200003257		निविदा तिथि/ Tender Date:- 28.06.2024		आरएफक्यू सं./RFQ No:- 2050002993	
क्र सं. SL.No.	सामग्री / सेवा विवरण Material / Service Details	मात्रा / इकाई Quantity / unit	आपूर्ति तिथि Delivery Date		
0	संक्षिप्त वर्णन/Short Description :- Repair of V/UHF transceiver; sr.no.1009				
00020	Analysis of combat item <b>The Line item 00020 covers the following services</b>	1 Activity unit	21.10.2024		
000000001	सेवा सं./Service Number :-	2 Number			
0	संक्षिप्त वर्णन/Short Description :- Analysis of DISPLAY/KEY BOARD/SHARED KVM सेवा विवरण/Service Details :- Analysis of DISPLAY/KEY BOARD/SHARED KVM SWITCH Part no - 62250294AA				
00030	Analysis of combat item <b>The Line item 00030 covers the following services</b>	1 Activity unit	21.10.2024		
000000001	सेवा सं./Service Number :-	3 Number			
0	संक्षिप्त वर्णन/Short Description :- Analysis of INMARSAT-C COMPUTER ACP-2320 सेवा विवरण/Service Details :- Analysis of INMARSAT-C COMPUTER ACP-2320 Part No: 62133538AA				
00040	Analysis of combat item <b>The Line item 00040 covers the following services</b>	1 Activity unit	21.10.2024		
000000001	सेवा सं./Service Number :-	1 Number			
0	संक्षिप्त वर्णन/Short Description :- Analysis of HF ANTENNA SWITCHING UNIT सेवा विवरण/Service Details :- Analysis of HF ANTENNA SWITCHING UNIT (ASUHF2) Part No: 00-16-42-00-00				
00050	Analysis of combat item <b>The Line item 00050 covers the following services</b>	1 Activity unit	21.10.2024		
000000001	सेवा सं./Service Number :-	1 Number			
0	संक्षिप्त वर्णन/Short Description :- Analysis of (ANTENNA) HF RECEPTION MULTI सेवा विवरण/Service Details :- Analysis of (ANTENNA) HF RECEPTION MULTICOUPLER AMC4/1A/BNC Part No: 00-28-60-63-00/00-28-61-40-00				
00060	Analysis of combat item <b>The Line item 00060 covers the following services</b>	1 Activity unit	21.10.2024		
000000001	सेवा सं./Service Number :-	1 Number			

क्र सं. SL.No.	सामग्री / सेवा विवरण Material / Service Details	मात्रा / इकाई Quantity / unit	आपूर्ति तिथि Delivery Date
0	संक्षिप्त वर्णन/Short Description :- Analysis of HMK-PS3050 (RADIO ROOM) सेवा विवरण/Service Details :- Analysis of HMK-PS3050 (RADIO ROOM), RH02531- HF POWER SUPPLY (PS3050)		
00070	Transportation cost <b>The Line item 00070 covers the following services</b>	1 Activity unit	21.10.2024
000000001	सेवा सं./Service Number :-	1 Activity unit	
0	संक्षिप्त वर्णन/Short Description :- Transportation सेवा विवरण/Service Details :- Lumpsum Transportation cost for return of 08 nos combat items on CIP Mumbai basis (Sr.no 200 to 600 above)		

नियम और शर्तें : भाग ए में लिखी हुई और इतर संलग्नपत्रे इस निविदा एक अभिन्न अंग हैं। हमें आशा है कि, हमें प्रतियोगित्मिक और उचित प्रस्ताव इस निविदा के लिए प्राप्त होगा।

Terms & Conditions as indicated in Part A of this tender and other enclosures / annexures form an integral part of this tender document. We look forward to receive your most competitive and reasonable offer against this Tender.

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

**Mazagon Dock Shipbuilders Limited**  
**(Submarine Division)**

EY/CD/P75/1200003257

26.06.2024

**SINGLE TENDER**

MAZAGON DOCK SHIPBUILDERS LTD. (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, is contracted for construction of six in number SCORPENE SUBMARINES (P75-Project) for INDIAN NAVY in collaboration with M/s. NAVAL GROUP, FRANCE.

MAZAGON DOCK SHIPBUILDERS LTD (Purchaser / Buyer) INVITES COMPETITIVE BID through E-Tender for the following supply including services from Indian Firms.

*This is a Single Tender enquiry for vendor nominated by INDIAN NAVY and MDL Intimation to nominated vendor will be communicated by email separately for bidding against this tender. Unsolicited bids submitted by all other vendors will be summarily rejected.*

**Sub: - Repair of 01 No V/UHF transceiver and Analysis of 08 nos Combat items of 05 types of P75**

**(A) TENDER ENQUIRY FORM:**

<b>1.</b>	<b>Description:</b> Repair of 01 No V/UHF transceiver of Project-75 and analysis of 08 nos combat items of 05 types of P75 The detailed scope of work is attached as <b>Enclosure-1</b> .
<b>2.</b>	<b>Instructions to the bidder:</b> Bidder should submit all documents strictly through E-Tender only.
<b>3.</b>	<b>Validity Period:</b> Bids / Offers shall have a validity period of 180 Days from the tender closing date. A bid valid for a shorter period will be liable for rejection.
<b>4.</b>	<b>Earnest Money Deposit (EMD) / Bid Security: Not Applicable</b>
<b>5.</b>	<b>Submission of offer: -</b> Offer must be forwarded through e-Tender and scanned copies of the below mentioned documents to be attached: Soft Copies/Scanned Copies of below mentioned documents/details are i) Bidder's Statement on their Company Letterhead indicating Tender No, Tender 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) Bidder to submit signed scanned copy of this complete document with SOW as acceptance.  Note: - Any Techno-commercial query related to subject tender shall be forwarded to following emails: <b>pgond@mazdock.com, dgetme@mazdock.com</b>
<b>6.</b>	<b>Pre-Qualification Documents &amp; Criteria: - Not Applicable</b>
<b>7.</b>	<b>Bid Rejection Criteria:-</b>
	Following criteria for rejection of the bids: <b>(A) Categorical Rejection:</b>

	<p>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:</p> <ul style="list-style-type: none"> <li>(i) Bids received after tender closing date and time.</li> <li>(ii) Bids received other than E-portal</li> <li>(iii) Bidders who are debarred under PPP MII order 2017, GeM, CPPP including Tender holiday issued by MDL.</li> </ul> <p><b><del>(B) Liable for Rejection Criteria</del></b></p> <p><del>Bidders are required to furnish following details / clarification / documents along with their offer. In case these are not received along with the offer then bidders have to submit such documents / clarification within the duration / date stipulated by MDL, failing which their bids shall be rejected in following cases:</del></p> <p><del>Clause mentioned under loading criteria.</del></p> <p><del>(i) OEM/Authorized Dealer/Agents of Supplier:</del></p> <p><del>Except in case of Commercially-Off-the-Shelf (COTS) items, when a firm sends quotation for an item manufactured by some different company, the firm is also required to attach, in its quotation, the manufacturer's authorization certificate and also manufacturer's confirmation of extending the required warranty for that product. In cases where the manufacturer has submitted the bid, the bids of its authorised dealer will not be considered and EMD will be returned. And in case of violations, both infringing bids will be rejected.</del></p> <p><del>There can be only one bid from the following:</del></p> <ul style="list-style-type: none"> <li><del>(a) The principal manufacturer directly or through one Indian agent on his behalf; and</del></li> <li><del>(b) Indian/foreign agent on behalf of only one principal.</del></li> </ul> <p><del>(ii) Bids received without Integrity Pact duly signed by the bidder on each page.</del></p>
<p><b>8.</b></p>	<p><b>Delivery/completion Period / Contract Period /Completion Schedule:</b></p> <p><b><u>a) Repair of V/UHF transceiver</u></b></p> <ul style="list-style-type: none"> <li>a) Delivery period: 02 months from date of placement of order.</li> <li>b) Firm shall deliver repaired V/UHF transceiver on CIP Mumbai basis.</li> <li>b) The detailed scope of work is placed at <b>Enclosure-1</b>.</li> </ul> <p><b><u>b) Analysis of 08 nos combat items</u></b></p> <ul style="list-style-type: none"> <li>a) Delivery period: Analysis report &amp; Budgetary offer for repair to be submitted within 04 months from date of receipt of items at firm's premises.</li> <li>b) Firm shall deliver item on CIP Mumbai basis.</li> <li>c) The detailed scope of work is placed at <b>Enclosure-1</b>.</li> </ul> <p><b><u>Note:</u></b></p> <p>Bidder is requested to quote acceptance of the delivery period in the offer. Delayed period beyond stipulated period shall attract LD as per tender terms.</p> <p>Note: Receipt of repaired item at Mumbai Airport on CIP Mumbai basis to be considered for the purpose of Liquidated Damages (if any). You are requested to confirm the acceptance of delivery period in the offer.</p> <p>If the Seller/Service Provider fails to deliver repaired item as per delivery period specified in the contract, the Buyer will be entitled to deduct/recover the Liquidated Damages for the delay @ 0.5% of the contract value of delayed period per week or part of the week of delayed period as pre-estimated damages not exceeding 5% of the contract value of delayed period without any controversy/dispute of any sort whatsoever.</p>
<p><b>9.</b></p>	<p><b>Pricing:</b></p> <ul style="list-style-type: none"> <li>a) The quoted prices shall remain firm and fixed during the currency of the order / contract unless agreed otherwise by MDL. Bidder shall quote the prices in E-Portal.</li> <li>b) Rate sheet format is at <b>Enclosure-2</b>.</li> </ul>
<p><b>10.</b></p>	<p><b>Terms of Payment:</b></p>

	<p>No Advance payment allowed. In case bidder is quoting Advance Payment then their offer will be summarily rejected."</p> <p><b>a) Payment for Repair of V/UHF transceiver</b> Payments shall be made to the seller within 15-20 days from date of delivery of repaired item on CIP Mumbai basis and on submission of following documents:</p> <ul style="list-style-type: none"> <li>a) One original and two copies of signed Invoice.</li> <li>b) Certificate of conformity (COC)</li> <li>c) Warranty certificate</li> <li>d) Airway bill</li> <li>e) Packing list</li> <li>f) SAP service entry sheet with LD remark to be issued by P-EY authorized executive of the rank of at least CM and above of concerned SM.</li> <li>g) Copy of Performance Security Bank Guarantee</li> </ul> <p>Note: Document mentioned above at f) is MDL internal document. Balance documents are to be submitted by firm.</p> <p><b>b) Payment for Analysis of 08 nos combat items</b> <u>(i) Payment for Analysis Work:</u> Payments shall be made to the seller within 15-20 days on submission of following documents:</p> <ul style="list-style-type: none"> <li>a) One original and two copies of signed Invoice.</li> <li>b) Analysis / Investigation report for 08 nos combat items and budgetary offer for repair (if repairable)</li> <li>c) SAP service entry sheet with LD remark to be issued by P-EY authorized executive of the rank of at least CM and above of concerned SM.</li> <li>d) Copy of Performance Security Bank Guarantee</li> </ul> <p><u>(ii) Payment for return transportation cost of items on CIP Mumbai basis.</u></p> <ul style="list-style-type: none"> <li>a) One original and two copies of signed Invoice.</li> <li>b) Airway bill</li> <li>c) Packing list</li> </ul> <p>-Planning-EY (MDL) shall confirm receipt of items at MDL.</p> <p>Note:</p> <ul style="list-style-type: none"> <li>a) Bidder is requested to provide details of their bank account viz. Bank Name and address, RIB, IBAN &amp; BIC in the offer as well as in Invoice.</li> </ul> <p><b>b) Firm shall forward RFS (Ready for Shipment) documents well in advance (by email) before despatch from origin on following email ids</b> <a href="mailto:dgetme@mazdock.com">dgetme@mazdock.com</a>, <a href="mailto:pgond@mazdock.com">pgond@mazdock.com</a>, <a href="mailto:samreshsingh@mazdock.com">samreshsingh@mazdock.com</a></p> <ul style="list-style-type: none"> <li>c) Separate invoicing to be done for following <ul style="list-style-type: none"> <li>i) Payment for Repair of V/UHF Transceiver</li> <li>ii) Payment for Analysis for 08 nos combat items</li> <li>iii) Payment for return transportation of 08 nos combat items on CIP Mumbai basis.</li> </ul> </li> </ul>
11.	<p><b>Inspection/acceptance criteria:</b></p> <ul style="list-style-type: none"> <li>a) SAP service entry sheet with LD remark to be issued by authorized executive of P-EY of the rank of at least CM and above of concerned SM.</li> <li>b) Firm shall submit Analysis / Investigation report for 08 nos combat items and budgetary offer for repair (if repairable) and Certificate of Conformity (COC) &amp; Warranty certificate for repaired items.</li> </ul>
12.	<p><b>Guarantee/ Warranty:</b> 06 months from date of delivery of item on CIP Mumbai basis. Applicable only for Repair of V/UHF transceiver.</p>
13.	<p><b>Performance Security (Performance Bank Guarantee cum Security Deposit):</b></p>

	<p>Bidder shall submit Performance Security {Performance Bank Guarantee (PBG) cum Security Deposit (SD)} for an amount of 5% (Five per cent) of the Contract/Order value excluding taxes, duties, freight etc. in the form of NEFT/ Demand Draft / Pay order / Bank Guarantee / Insurance Security Bond / e-Bank Guarantee in favour of Mazagon Dock Shipbuilders Limited, Mumbai from the list of Banks approved by SBI / Canara Bank published on MDL website as per MDL standard format at <b>Enclosure-3</b> 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.</p> <p>Security Deposit will be refunded to the contractor without interest, after he duly performs and completes the contract in all respects but not later than 60(sixty) days of completion of all such obligations including the warranty under the contract.</p> <p>Non-submission or late submission of Security Deposit:</p> <p>(i) MDL may at their discretion cancel the order and invoke risk purchase clause.</p> <p>(ii) If MDL does not cancel the order, then interest will be recovered on the Security deposit amount for the late submission of Security deposit at the rate of interest i.e. SBI BPLR plus 2% in case of Indigenous bidders &amp; EUROBOR/LIBOR plus 2% in case of foreign bidders declared by Indian Nationalized Bank State Bank of India for that quarter</p>
<p><b>14.</b></p>	<p><b>Land Border Clause:</b></p> <p>GoI vide Order (Public Procurement No.4) dtd 23 Feb 2023 has imposed Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017 on bidders from a country which shares a land border with India. Accordingly, following shall be complied by the Bidders while submitting bids.</p> <p>A) 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 bidder is registered with the Competent Authority. The Competent Authority for the purpose of registration under this Order shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT). The Bidder shall submit declaration / certificate as per <b>Enclosure-4</b> towards compliance of Public Order on Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017.</p> <p>B) "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.</p> <p>C) "Bidder (or entity) from a country which shares a land border with India" for the purpose of this Order (Public Procurement No.4) means-</p> <p>a) An entity incorporated, established or registered in such a country; or</p> <p>b) A subsidiary of an entity incorporated, established or registered in such a country; or</p> <p>c) An entity substantially controlled through entities incorporated, established or registered in such a country; or</p> <p>d) An entity whose beneficial owner is situated in such a country; or</p> <p>e) An Indian (or other) agent of such an entity; or</p> <p>f) A natural person who is a citizen of such a country; or</p> <p>g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above</p> <p>D) "Beneficial owner" for the purpose of above paragraph (C) will be as under:</p>

	<p>(i) In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person(s), has a controlling ownership interest or who exercises control through other means.</p> <p>Explanation-</p> <p>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;</p> <p>b. "Control" shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholder's agreements or voting agreements;</p> <p>(ii) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;</p> <p>(iii) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;</p> <p>(iv) Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;</p> <p>(v) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.</p> <p>D) "Agent" is a person employed to do any act for another, or to represent another in dealings with third persons.</p>
15.	<b>Integrity Pact: Not Applicable</b>
16.	<p><b>Breach of Obligation clause with respect to Bid submitted:</b></p> <p>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,</p> <p>a) Bidder has withdrawn / modified / amended / impaired / derogated from the tender during the period of bid validity.</p> <p>b) Bidder fails or refuses to execute the contract upon notification of acceptance of bid by the purchaser during the period of bid validity.</p>
17.	<p><b>Liquidated Damages:</b></p> <p>Time is an essence of the contract. Therefore, the job, as ordered, should be completed on the dates mutually agreed upon in accordance with the delivery/completion schedule mentioned in PO. In cases of delay not attributable to Purchaser, beyond the agreed schedule, the Supplier / Contractor shall pay liquidated damages, a sum representing 0.5 % (Half percent) per week or part thereof, subject to maximum of 5% of the undelivered /unfinished portion of the order/ contract.</p>
18.	<p><b>Free issue Material Bank Guarantee or Indemnity bond and Insurance cover:</b></p> <p>The material will be issued only against the submission of Indemnity bond and provision of insurance cover or FIMBG against any type of damages to material of the equivalent value of material (will be intimated separately). This Indemnity bond and FIMBG or insurance cover will be valid till the receipt and acceptance of inspected items at MDL. This will be returned on completion / execution of the contract as per the requirement and after duly acceptance of item at MDL. Indemnity bond format &amp; FIMBG format are as per <b>Enclosure-5 &amp; 6</b> respectively.</p> <p>Note: -</p>



	<p>i. Insurance cover must be drawn by the firm with its beneficiary as MDL and validity till items are received back in MDL. In addition, appropriate clause must be made by the firm in Insurance policy for extension of validity of Insurance cover till return of the said items back to MDL in acceptable condition if the said items are not received back by MDL within its previous validity period, then the insurance policy must automatically allow full insurance cover amount payment to MDL via SWIFT Transfer to its notified bank account or any other mode agreed by MDL within seven days of raising such demand by MDL directly to insurance company.</p> <p>ii. Firm to Submit Indemnity bond and insurance cover in favour of MDL from the date of collection of material. Advance intimation should be given by vendor for collection of material.</p>
<b>19.</b>	MDL reserves the right to consider placement of Order / Contract in part or in full against the tendered quantity.
<b>20.</b>	<b>Book Examination Clause (BEC): Not Applicable</b>
<b>21.</b>	<p>In case of any technical clarifications, bidder is requested to contact Mr. Pavan Gond, DM(Planning-EY), Email Id : <a href="mailto:pgond@mazdock.com">pgond@mazdock.com</a>, Ph No- 02223763607 before the closing date of the tender.</p> <p>We look forward to receive your most competitive and reasonable offer against this tender.</p>

## **(B) 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** (Applicable for Goods and Services) 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 5% 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 a ground 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 subclause 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.

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.

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. (Applicable for Goods)**

**(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 (Applicable for Goods)**

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, SubContractors / 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 scrutinize 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 (Applicable for Goods and Services)**

- (v) Unresolved disputes/differences, if any, shall then be settled by Arbitration.
- (vi) 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.
- (vii) MDL prefers to have arbitration through Institutes such as Indian Council of
- (viii) 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.
- (ix) 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. CONTRACT LABOUR (REGULATION AND ABOLITION) ACT 1970**

Contractor / Bidder shall obtain licence under Section 12 and 13 of the Contract Labour (Regulation and Abolition) Act, 1970 and rules made there under and the same should be kept valid at least until the expiry of contract with Purchaser. The registration and Licence under the Contract Labour (Regulation and Abolition) Act 1970 shall be renewed in time every year and if work continues for more than a year, a copy of the Licence is produced as and when demanded by the concerned authorities of Purchaser.

The Contractor / Bidder shall carryout his obligations and duties under the Contract Labour (Regulation and Abolition) Act, 1970 and the rules framed there under.

In the event any employee/s of Contractor / Bidder is advised by the concerned Department to deploy their employees for job during weekly-off, Sundays and holidays, the Contractor / Bidder must inform through Concerned Department the name/s of the employee/s in the prescribed format to CISF / Security and to the concerned Divisional Personnel by mentioning specifically 'Compensatory - Off', before 3 days from the date actual payment.

**31. MINIMUM WAGES ACT**

~~The Contractor / Bidder shall pay to his employees not less than the minimum wages and allowances applicable to the Engineering Industry as notified from time to time by the Central Government or the State Government whichever is higher under the Minimum Wages Act. Contractor / Bidder shall be responsible for timely payment of wages of all his employees engaged in the Purchaser's Yard, not less than the prescribed minimum wages in each case and without any deductions of any kind, except as specified by Government or permissible under the Payment of Wages Act.~~

~~The Contractor / Bidder must settle all the pending dues of the employees i.e. arrears of wages, proportionate leave wages, proportionate bonus payment, etc. Before winding up the site, the Contractor / Bidder shall pay all terminal dues to his employees such as Notice pay, Gratuity, Retrenchment compensation, etc~~

**32. BONUS ACT (Applicable for Services)**

~~The Contractor / Bidder shall pay to his eligible employees a Statutory Bonus as per 'Payment of Bonus Act' at the rate prescribed by the Statutory Authorities from time to time.~~

**33. FACTORIES ACT (Applicable for Services)**

~~The Contractor / Bidder shall observe all applicable Rules and Regulations stipulated under Factories Act applicable to contract labour.~~

~~The Contractor / Bidder shall maintain a separate register prescribed under the Act and pay Privilege Leave wages to all eligible employees.~~

~~On completion of execution of the contract and before winding up, the Contractor / Bidder shall pay proportionate Privilege Leave wages to all eligible employees.~~

**34. EMPLOYEES' PROVIDENT FUNDS AND MISCELLANEOUS PROVISIONS ACT, 1952 (Applicable for Services)**

~~The Contractor / Bidder, where applicable, shall cover his employees deployed in the Purchaser's Yard~~

~~(a) under the Employees' Provident Funds and Miscellaneous Act, 1952,~~

~~(b) under the Family Pension Scheme, and~~

~~(c) under the Employees' Deposit Linked Insurance Scheme and pay the contributions both in respect of his employees and his own. He shall submit all the necessary returns and other particulars periodically as prescribed under the said Act. Contractor / Bidder shall cover from the first day working all his contract labour on MDL jobs by filling requisite returns to concerned Statutory authorities and~~

~~obtaining Code Numbers / Account Numbers. Contractor / Bidder shall remit employees' and employers' contributions directly to the concerned authorities along with Inspection and Administrative Charges as per relevant provisions of the concerned Acts and Schemes made there under within 15 days from the close of every month. The Contractor / Bidder must submit copies of P. F. dues payment challans, copy of Form No. 12 (A), copy of form No. 6 (A) (Annually) and copies of Muster Roll of their workmen every month to Corporate Personnel Department before renewal of passes for entry into the yard. The Contractor / Bidder must also attend to P. F. Inspections by concerned authorities and submit copy of the Inspection Report.~~

~~The Contractor / Bidder through his own P. F. code number shall fill in P. F. / Pension settlement forms of all the employees engaged in Purchaser's Yard, well in advance of last working day and forwards the said settlement forms to the respective P. F. Commissioner's office for settlement. Contractors who are yet to obtain PF code shall apply for Code no s to PF Commissioners Office and furnish copies of the same to Corporate Personnel Department. Purchaser shall recover PF dues from the contractors running bills till such time the PF Code no is obtained.~~

~~The Contractor / Bidder may contact Corporate Personnel Department for the purpose to seek any / all clarification / necessary advice for completion of procedural work such as filling labour challans, E. S. I., P. F. declaration forms, covering their labour under Group Insurance Policy, etc. An Administrative charge @ Rs. 10/- per employee per month for such consultancy will be recovered from all the contractors from the bills of the respective contracts.~~

### **35. EMPLOYEES' STATE INSURANCE ACT (Applicable for Services)**

~~The Contractor / Bidder should also cover all the eligible contract labourers working on MDL jobs, under the Employees' State Insurance Act and Scheme by furnishing necessary returns to appropriate authority and pay both employees' and employers' contributions in respect of these employees to the concerned authorities within 20 days from the close of every month. The contractor shall produce copy of R. D. F. duly acknowledged by ESI local office for confirmation that the workmen are covered under ESI Act and Scheme.~~

~~Contractor / Bidder should produce proof of such remittances to Corporate Personnel Department of MDL along with full details of contributions etc. within 25 days from the close of month. He shall also give an undertaking that he will not engage any one on our work who is not duly covered under the said Act and Scheme. The contract employees who are out of coverage of ESI Act and Scheme should be covered under Group Insurance Policy linked with workman compensation Act. Those Bidders / contractors do not have their ESI Code No.; they should submit documentary evidence of application for obtaining ESI Code no to Corporate Personnel Department.~~

### **36. 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.

### **37. POLICE VERIFICATION OF EMPLOYEES**

Contractor / Bidder shall have to produce and submit to the Chief Security Executive of Purchaser, verification through Mumbai Police of Character and Antecedents of their employees / workers for while working on ships under construction in Purchaser's Yards, for working onboard ships under modernization / refit / repairs at Mumbai ports / Naval Dockyard. Entry passes will not be issued in the absence of Police Verification Report and employees without Police Verification shall not be employed by them in Purchaser's Yard / Mumbai ports / Naval Dockyard and any lapse on the part of Contractor / Bidder shall be viewed seriously as per applicable laws of the land. Employment of any Foreign National during the contract period would be permitted with prior permission of Purchaser.

### **38. 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.

Yours Faithfully,

Purchase Executive: Mr. Devendra Getme  
Manager, Commercial – East Yard  
Tel. 022-23762604  
Email: dgetme@mazdock.com

### **Enclosures**

Enclosure-1: Scope of Supply / Work.

Enclosure-2: Rate sheet

Enclosure-3: Performance Security (Performance Bank Guarantee cum Security Deposit)

Enclosure-4: Declaration Certificate w.r.t Land Border Clause (Order (Public Procurement No.4) dtd 23 Feb 2023 on Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017

Enclosure-5: Indemnity bond format

Enclosure-6: Free Issue Material Bank Guarantee format

Enclosure-7: List of approved banks.

Enclosure-8: TEF Acceptance format

Enclosure-9: GCC Acceptance format

**A) SCOPE OF WORK FOR REPAIR OF 01NO V/UHF TRANSCEIVER OF PROJECT P75**

Following activities are in Thales, France scope:

**EXPERTISE:**

- i. Visual inspection
- ii. Technical analysis and tests
- iii. Repair of item
- iv. Inspection

**FINAL TESTS AND ACCEPTANCE:**

- i. Operational tests and controls
- ii. Redaction of acceptance test reports
- iii. Verification and acceptance
- iv. CoC will be provided by firm

**LOGISTICS AFTER REPAIR:**

- i. Packaging of item
- ii. Collection from Thales premises in France
- iii. Dispatch and export of item from Roissy/CDG Paris on CIP Mumbai INCOTERMS

- Lead time will be 02 months from date of order placement.
- Transportation of item from France to India will be in the scope of M/s Thales, France on CIP basis upto Mumbai airport.
- 100% of the total amount of the Purchase Order total price shall be due and paid to Thales SIX GTS France SAS, at delivery against presentation of corresponding Commercial Invoice and Shipping Documents within 45 days from issuance.
- WCC will be made by PLG-EY by executive not below CM level upon receiving CoC and arrival of item in MDL.

**B) SCOPE OF WORK FOR ANALYSIS OF 08NOS COMBAT ITEMS OF 05 TYPES OF PROJECT P75**

- Analysis of items.
- Firm will provide offer for repair of these items post analysis.
- Items will be shipped back to India without any additional cost in case of no fault found or in case of unrepairable.
- No further work shall be performed on the defective equipment in the following cases:
  - (a) Repair cost is Beyond economical (BER)
  - (b) No Fault Found (NFF) on the item declared defective by MDL.
  - (c) The part is declared not repairable by Thales SIX GTS France SAS
- Lead time will be 04 months from date of order placement.
- Transportation of item from France to India will be in the scope of M/s Thales, France on CIP basis upto Mumbai airport.
- WCC will be made by PLG-EY by executive not below CM level upon receiving analysis report and BQ for repair from firm.
- Shipment from Indian to France: by MDL (Incoterm CIP Paris Airport).
- Shipment from France to India: By Thales (Incoterm CIP Mumbai Airport) in one batch.

**T.E No - 1200003257****Rate Sheet**

Sr.No	Item Description	Qty	UoM	Unit Rate (Euro)	Total Cost (Euro)
100	Repair of V/UHF transceiver; sr.no 1009 including transportation cost on CIP Mumbai basis	1	NOS		
200	Analysis of DISPLAY/KEY BOARD/SHARED KVM SWITCH Part No: 62250294AA	2	NOS		
300	Analysis of INMARSAT-C COMPUTER ACP-2320 Part No: 62133538AA	3	NOS		
400	Analysis of HF ANTENNA SWITCHING UNIT (ASUHF2) Part No: 00-16-42-00-00	1	NOS		
500	Analysis of (ANTENNA) HF RECEPTION MULTICOUPLER AMC4/1A/BNC Part No: 00-28-60-63-00/00-28-61-40-00	1	NOS		
600	Analysis of HMK-PS3050 (RADIO ROOM), RH02531- HF POWER SUPPLY (PS3050)	1	NOS		
700	Lumpsum Transportation cost for return of 08 nos combat items on CIP Mumbai basis (Sr.no 200 to 600 above)	1	AU		

Company's Seal

(Signature, Name &amp; Designation)

Date:

**PROFORMA BANK GUARANTEE FOR PERFORMANCE SECURITY**

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

IN CONSIDERATION OF MAZAGON DOCK SHIPBUILDERS LIMITED (Formerly known as MAZAGON DOCK LIMITED) a company incorporated under the Companies Act 1956 and having its registered office at Dockyard Road, Mumbai 400010 (hereinafter referred to as the "the Purchaser" which expression shall, unless it be repugnant or contrary to the subject or context thereof, be deemed to mean and include its successors and assigns) having placed an order on Messers ..... a partnership firm/sole proprietor business/a company registered under the Companies Act, 1956 having its Registered office at ..... (hereinafter called the Contractor/ Supplier which expression shall, unless it be repugnant or contrary to the subject or context thereof, be deemed to mean and include its successors and assigns) vide order No..... dated..... (hereinafter called "the order" which expression shall include any amendments/alterations to "the order" issued by "the Purchaser") for the supply, delivery at site, installation and commissioning of certain equipment, item/services/civil works etc. as stated in the said Order and the Purchaser having agreed that the Contractor / Supplier shall furnish a security for the performance of the Contractor's / Supplier's obligations and/or discharge of the Contractor's / Supplier's liability in connection with the said order and the Purchaser having agreed with the Contractor/Supplier to accept a performance guarantee, We, ..... Bank having office at ..... (hereinafter referred to as "the Bank" which expression shall include its successors and assigns) hereby agree to pay to the Purchaser without any demur on first demand an amount not exceeding Euro..... (Euro..... only) being 5% of the order value against any loss or damage, costs, charges and expenses caused to or suffered by the Purchaser by reason of non-performance and non-fulfillment or for any breach on the part of the Contractor / Supplier of any of the terms and conditions of the said order.

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

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

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

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

6. We, ..... Bank also agree that the Bank's liability under this guarantee shall not be affected by any change in the constitution of the Contractor / Supplier or dissolution 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 Euro.....
- 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 + 4 weeks from the date of expiry of this guarantee).

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

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

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

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

**NOTE:**

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

\*\*\*\*\*

**Annexure "C"**  
(Compliance Certificate w.r.t Land Border Clause)

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

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

**DECLARATION BY AUTHORISED SIGNATORY OF THE FIRM**

I, the undersigned, ..... (*full names*),  
do hereby declare, in my capacity as .....  
of M/s ..... (*name of bidder entity*), that:

- 1) The facts contained herein are within my own personal knowledge.
- 2) I have read the Order (Public Procurement No. 4) dtd 23 Feb 2023 on the subject of Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017 regarding restrictions on procurement from a bidder of a country which shares a land border with India.
- 3) I certify that M/s ..... (*name of bidder entity*) ***is not from such a country or, is from such a country*** (*strike out whichever is not applicable*), has been registered with the Competent Authority. I hereby certify that this SUPPLIER fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority is attached]
- 4) I understand that the submission of incorrect data and / or if certificate / declaration given by M/s ..... (*name of bidder entity*) is found to be false, this would be a ground for immediate termination and further legal action in accordance with law as per Clause 12 of the Public Order on Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017

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

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

**Seal / Stamp of Bidder**

**FORMAT OF INDEMNITY BOND FOR FREE ISSUE MATERIAL  
(ILLUSTRATIVE FORMAT)**

This Indemnity Bond executed by Messers ..... a partnership firm/sole proprietor business/a company registered under the Companies Act, 1956 having its office at .....(hereinafter called "the Contractor" which expression shall, unless it be repugnant or contrary to the subject or context thereof, be deemed to mean and include its successors, liquidators and assigns) in favour of Mazagon Dock Shipbuilders Limited, a company incorporated under the Companies Act 1956 and having its registered office at Dockyard Road, Mumbai 400010 (hereinafter referred to as the "the Company" which expression shall, unless it be repugnant or contrary to the subject or context thereof, be deemed to mean and include its successors and assigns).

Whereas the Company herein has awarded to the Contractor a contract vide order no.....dated..... (hereinafter called "the order" which expression shall include any amendments/alterations to "the order" issued by the Company) which, inter alia, provides for the issuance of materials such as ..... etc free of cost to the Contractor for ..... etc. on returnable basis.

Now in consideration of the Company having agreed to permit the Contractor to receive materials (Specify the quantity and name of the materials) and the performance of the Contractor's obligations and /or discharge of the Contractor's liability in connection with the said Order on the production of Indemnity Bond, we the Contractor hereby irrevocably agree and undertake to indemnify the Company from time to time and shall forthwith on demand pay to the Company to the extent of Rs.....being equivalent to the value of the materials supplied by the Company to us against any loss or damage cause to or suffered by the Company by reason of non return of finished product and leftover materials to the Company within the specified time period and / or non performance or for breach of any terms and conditions of the said Order by us.

We, the Contractor further agree that the amount demanded by the Company as such shall be final and binding on us as to the Contractor's liability to pay and the amount demanded. We the Contractor agree that the Company shall have the right to recover amount demanded, without prejudice to any other remedies available, by deducting from any sum at any time hereafter becoming due to the Company under this or any other contract.

We the contractors undertake to pay the Company the amount so demanded on first demand without any demur.

We, the Contractor further agree that the Contractor shall be sole judge of and as to whether there has been any breach of the terms and conditions of this bond and to the extent of loss, damage, costs, charges and expenses caused or suffered by the Company.

We, the Contractor further agree that this indemnity shall remain in full force and effect till \_\_\_\_\_.

This Indemnity Bond shall be governed by Indian laws and the Courts at Mumbai, shall have the exclusive jurisdiction.

Signed, sealed and delivered by

Dated: .....

Signature of the contractor with official seal Witness:

1. (Name & signature) (Address)
2. (Name & signature)  
(Address)

Note: The above Indemnity bond is to be drawn up by the contractor on non-judicial stamped paper of value Rs. 200/- , if it executed in Maharashtra. However, for other places stamp duty is to be levied as per Stamps Act of respective States. The value of stamp paper to be confirmed from Legal Department, MDL.

In case any changes to format are desired by the supplier, same shall be approved as under –

- i) Dealing Executive to initiate and put up.
- ii) HOD(C)/PE(C) to recommend
- iii) CS/GM(L&E) to vet.
- iv) Functional Director to approve.

**PROFORMA BANK GUARANTEE FOR FREE ISSUE MATERIAL**

(ILLUSTRATIVE FORMAT)

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

IN CONSIDERATION OF MAZAGON DOCK SHIPBUILDERS LIMITED, a company incorporated under the Companies Act 1956 and having its registered office at Dockyard Road, Mumbai 400010 (hereinafter referred to as the "the Company" which expression shall, unless it be repugnant or contrary to the subject or context thereof, be deemed to mean and include its successors and assigns) having placed an order on Messers ..... 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") which, inter alia, provides for the issuance of materials such as MS/AL Sheets, Steel, Component etc free of cost to the Contractor/ Supplier for Galvanizing, heat treatment, Fabrication, Fitment etc. on returnable basis subject to furnishing a Bank Guarantee equivalent to the value of materials supplied by the Contractor / Supplier to the Company, We, ..... Bank having office at ..... (hereinafter referred to as "the Bank" which expression shall include its successors and assigns) hereby agree to pay to the Company without any demur on first demand an amount not exceeding Rs..... (Rupees.....only) against any loss or damage, costs, charges and expenses caused to or suffered by the Company by reason of non-performance and nonfulfillment or for any breach on the part of the Contractor / Supplier of any of the terms and conditions of the said order.

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 Company 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.

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 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.

We, ..... Bank further agree with the Company 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 Company from time to time or to postpone for any time to time any of the powers exercisable by the Company 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 Company or any indulgence by the Company 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.

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

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.

Notwithstanding anything contained herein above:

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

This Bank Guarantee shall be valid upto and including .....; and iii) We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before .....(validity + ---weeks from the date of expiry of this guarantee).

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

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

For ..... Bank

(by its constituted attorney)

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

**LIST OF CORRESPONDENT BANKS:**

<b>Bank Name</b>	<b>BIC</b>
HSBC France	CCFRFRPP
Credit Industriel Et Commercial	CMCIFRPP
Natixis	NATXFRPP
Credit Agricole SA	AGRIFRPP
Societe Generale	SOGEFRPP
BNP Paribas SA	BNPAFRPP
Credit Lyonnais	CRLYFRPP
Credit Agricole Corporate and Investment Bank CACIB	BSUIFRPP

**TEF ACCEPTANCE FORMAT**  
**(Bidders requested to fill complete details as)**

To  
 MAZAGON DOCK SHIPBUILDERS LIMITED  
 COMMERCIAL DEPARTMENT (E.Y)

**TENDER ENQUIRY NO.: 1200003257**

TEF CLAUSE No.	BIDDER'S REMARK	TEF CLAUSE No.	BIDDER'S REMARK	TEF CLAUSE No.	BIDDER'S REMARK
	ACC/DEV		ACC/DEV		ACC/DEV
1.		2.		3.	
4.	Not Applicable	5.		6.	Not Applicable
7.		8.		9.	
10.		11.		12.	
13.		14.		15.	Not Applicable
16.		17.		18.	
19.		20.	Not Applicable	21.	

**COMPANY'S NAME & ADDRESS :**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**SIGNATURE:**

**DATE:**

**NAME:**

**DESIGNATION:**

**BIDDER'S COMPANY SEAL:**

**NOTES:**

1. Bidder should carefully read the Terms & Conditions of the Tender Enquiry Form (TEF) prior to filling up this acceptance format.
2. This format should be properly filled, signed and returned by the bidder(s) along with their technical offer for considering their Bid.
3. Bidder should indicate "ACC" for Accepted, "DEV" for Deviation Taken for each clause number in the above table.
4. Bidder 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. '3' means – Clause nos. 3.1, 3.1.1, 3.1.2-----  
 -----

**GCC ACCEPTANCE FORMAT**  
**(Bidders requested to fill complete details as)**

To  
 MAZAGON DOCK SHIPBUILDERS LIMITED  
 COMMERCIAL DEPARTMENT (E.Y)

TENDER ENQUIRY NO.: **1200003257**

TEF CLAUSE No.	BIDDER'S REMARK	TEF CLAUSE No.	BIDDER'S REMARK	TEF CLAUSE No.	BIDDER'S REMARK
	ACC/DEV		ACC/DEV		ACC/DEV
1.		2.		3.	
4.		5.	Not Applicable	6.	Not Applicable
7.		8.		9.	
10.		11.		12.	
13.		14.		15.	
16.		17.		18.	
19.		20.		21.	
22.		23.		24.	
25.		26.		27.	
28.		29.		30.	
31.	Not Applicable	32.	Not Applicable	33.	Not Applicable
34.	Not Applicable	35.	Not Applicable	36.	
37.		38.			

COMPANY'S NAME & ADDRESS :

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

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

NOTES:

- Bidder should carefully read the Terms & Conditions of the General Conditions of Contract prior to filling up this acceptance format.
- This format should be properly filled, signed and returned by the bidder(s) along with their technical offer for considering their Bid.
- Bidder should indicate "ACC" for Accepted, "DEV" for Deviation Taken for each clause number in the above table.
- Bidder 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.



10. Clause numbers shown in the above format also includes the sub-clauses under these clauses. For example,  
Clause no. '3' means – Clause nos. 3.1, 3.1.1, 3.1.2-----  
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