



**PROCUREMENT OF DNV & ABS STEEL PLATES
ADDITIONAL TERMS & CONDITIONS (ATC)**

- 1. INTEGRITY PACT (IP):** The Integrity pact essentially envisages the agreement between prospective vendors / bidders & buyers committing the person/officials of both the parties not to exercise any corrupt influence on any aspects of the contract. Only those vendors/bidders who enter into such an integrity pact with the buyer would be competent to participate in the bid. The format of integrity Pact is enclosed with tender documents. IP shall be submitted on plain paper. The 'Integrity pact' dully filled as per enclosed format to be submitted along with the offer. Each page of Integrity Pact shall be duly signed by the bidder. In case of non-submission of Integrity Pact by the bidders, duly signed on each page, with Part-I of the bid, shall render the bid liable for rejection. The original IP shall reach MDL within 7 days from Tender Opening date. **The original IP to be submitted or couriered to MDL. Address: GM(M), Material Purchase Tender No.-GeM/2025/B/5907228, Mazagon Dock Shipbuilders Ltd, Dockyard Road, Mumbai-400010.**

2. PRE-QUALIFICATION CRITERIA:

(a) Technical Qualification/Work Experience Criteria:

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

(b) Commercial Qualification Criteria:

- i) The average annual financial turnover of 'The bidder' during the last three years, ending 31st March 2024 should be at least **INR 12 Crores** as per the annual report (audited balance sheet and profit and loss account) of the relevant period, duly authenticated by a Chartered Accountant/Cost Accountant in India
- ii) Bidders Shop and establishment registration certificate or registration certificate from registrar of firms or certificate of incorporation from Registrar of Companies. (Not required for permanent registered vendors with MDL)



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Note:

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

3. Earnest Money Deposit (EMD) / Bid Security: Bidder shall submit the EMD before tender closing date.

- a) Following categories of Sellers shall be exempted from furnishing Bid Security/EMD:
 - i) Micro and Small Enterprises (MSEs) who are holding valid Udyam Registration and are manufacturer of the **offered** Product or Service (Primary Product / Service - in case of bunch bid with total value wise evaluation) and give specific



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



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4. Bid Rejection Criteria:

Liab rejection criteria: Non-compliance/non-acceptance to any of the terms and conditions of the tender shall render the bid liable for rejection.

5. Details of the of DNV & ABS Steel Plates:

Sr. No.	Grade	L (mm)	B (mm)	T (mm)	Weight per plate in KG	Total Quantity in KG	Total Wt in Ton (Approx)
1	Plate DNV Grade 'A'	10000	1500	06	706.50	60,000	60
2	Plate DNV Grade 'A'	10000	1500	07	824.25	30,000	30
3	Plate DNV Grade 'A'	10000	1500	10	1177.50	9,09,970	909.97
4	PLATE, STEEL, DNV CLASS A,	10000	2500	14	2747.50	1,11,000	111
5	PLATE, STEEL, DNV CLASS A,	10000	2500	15	2943.75	90,000	90
6	Plate DNV Grade 'AH36'	10000	1500	10	1177.50	21,60,355	2160.355
7	Plate DNV Grade 'AH36'	10000	2500	18	3532.50	6,26,027	626.027
8	Plate DNV Grade 'AH36'	10000	2500	20	3925	2,68,970	268.97
9	DNV Gr DH36 Steel Plate	10000	2000	12	1884	2,40,000	240
10	DNV Gr DH36 Steel Plate	10000	2000	16	2512	60,000	60
11	DNV Gr DH36 Steel Plate	10000	1500	18	2119.50	30,000	30
12	DNV Gr DH36 Steel Plate	10000	2000	20	3140	2,47,100	247.1
13	DNV Gr D Steel Plate	10000	2500	30	5887.50	32,000	32
14	DNV Gr D Steel Plate	10000	2500	40	7850	32,000	32
15	PLATES STEEL ABS GRADE 'B'	10000	2500	11	2158.75	4,99,307	499.307



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16	DNV Gr AH36 Plate	10000	2500	25	4906.31	80,000	80
17	ABS Gr AH36 Plate	10000	2500	25	4906.31	30,000	30

6. Delivery Period: On placement of contract, Material delivery shall be completed progressively within **04 months** from date of placement of contract.

7. Warranty/Guarantee:

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

8. Pricing:

- The weight of the DNV & ABS Steel Plates mentioned in the tender is theoretical weight.
- Bidders shall quote for delivery of the items to the following destination including charges towards inland transportation, insurance, unloading charges and other local costs incidental to the delivery of the Goods/Services.

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

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

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

11. Alternate MSME vendor payment through TReDS:

- In order to address the financial needs of MSME firms, Govt has introduced a platform for facilitating the financing of trade receivables of MSMEs from buyers, through multiple financiers which is termed as Trade Receivables Discounting System (TReDS). At TReDS, auctioning of invoices at competitive & transparent environment is done by financiers based on Buyer's credit profile.
- MDL is registered on the "Invoicemart" TReDS platform and M1xchange of M/s Mynd Solutions Pvt. Ltd.
- MSME bidders desirous to receive payments through TReDS platform may avail the facility if they are already registered on



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- a) "Invoicemart" TReDS platform or by registering on it.
Contact details at "Invoicemart" TReDS platform are as below: 022 6235 7373 and a new mail id service@invoicemart.com.
- b) "M1xchange" TReDS platform or by registering on it.
Contact details at "M1xchange" TReDS platform are as below:
+919920455374 Ms Ashwathi Jayandran email id: ashwathi.jayandran@m1xchange.com
+91 8839915724 Ms Priyanka Shah email id prinyaka.shah@m1xchange.com
- c) Receivables Exchange of India Limited (RXIL)
701-702, 7th floor, Supremus- E Wing, I- Think Techno Campus
Kanjurmarg (East), Mumbai – 400042. Maharashtra.
Mobile: +91 9167708156
Email: santosh.yadav@rxil.in
Website: www.rxil.in

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

13. Consignee:

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



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Kamgar' registered under 'Mumbai Iron & Steel Labour Board '. The payment to Mumbai Iron & Steel Labour Board shall be made directly by the Supplier.

- (e) Each Delivery challan and Invoice shall indicate the number of plates also.

Note: Any discrepancy, shortfall, mismatch, incompleteness in above documents may lead to delay in CRAC/GRN and subsequent payment, for which shall not be held responsible.

14. Inspection of DNV & ABS Steel Plates:

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

15. Public Procurement Policy (Preference to Make in India) Order 2017:

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

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

16. Independent External Monitors (IEM):

The following Independent External Monitors (IEMs) will have the power to access the entire project document and examine any complaints received by him. In case of any change in IEMs it will be informed accordingly.

For any administrative enquires and clarification on tender, bidders shall contact Commercial Dealing Executive. In case of issues related to Integrity Pact (IP) please contact Independent External Monitor (IEM) whose details are as below:

- i) Shri P.V. Rao, IRS (Retd.)
Email id: pasupuletirao@yahoo.co.in
- ii) Shri M.N.Krishnamurthy IPS,(Retd.)
Email ID: krishnamurthymn19@gmail.com



- 17. Book Examination Clause:** In case it is found to the satisfaction of the BUYER that the seller has engaged an Agent or paid commission or influenced any person to obtain the contract as described in clauses relating to Agents/Agency commission and penalty for use of undue influence, the seller, on a specific request of the buyer shall provide necessary information/Break-up data/ inspection of the relevant financial documents/information.
- 18. Hindrance Register:** Wherever submission, approvals and clearances are required, hindrances, if any, with date of occurrences and removal shall be noted in the Hindrance Register. The Hindrance Register shall document reasons for the delay vis-à-vis the mutually agreed schedule. All hindrances such as delay in MDL Inputs (Drawings/Material/Documents/Services/ Inspection call), delay by TPI/Inspection Agency/Customer(Navy), delay on account of specialist services, non-performance by the contractor, delinquency by the vendor, force majeure or any other relevant reason shall be recorded. The Hindrance Register shall be signed by the reps. of both MDL as well as Contractor. Executive in the rank of Chief Manager and above shall be the nodal executive of the User Department. Site-In-Charge of the supplier or their authorized signatories are only authorized to sign the hindrance register. In case the contractor has a different opinion for hindrance and a dispute arises, then the matter shall be referred to the next higher authority. the decision of the next higher authority in case of dispute in respect of hindrances during the course of executing an order/contract shall be final and binding on the contractor. In case of delay in removing the hindrance, the contractor may reduce manpower deployed on the work. Under no circumstances, contractor should be paid for idle manpower.
- 19. Working on MDL Holidays:** Intimation for working on Saturday / Sunday / holidays if required, should be submitted 2 working days prior to the date of holiday indicating names of personnel to Personnel Department and Security through concerned Department.
- 20. Conflict of Interest among Bidders/ Agents:** Bidders having a conflict of interest shall not be eligible to participate in the tender process unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Procuring Entity throughout the Tender process and execution of the Contract. The bidder shall be considered to have a conflict of interest in this tender process and execution of the resultant contract in the following situations: -
- (i) If its personnel have a close personal, financial, or business relationship with any personnel of the procuring entity who are directly or indirectly related to the procurement or execution process of the contract, which can affect the decision of the procuring entity directly or indirectly;
 - (ii) The bidder (or his allied firm) provided services for the need assessment/procurement planning of the Tender process in which it is participating;
 - (iii) A Principal can authorize only one agent, and an agent should not represent or quote on behalf of more than one Principal. However, this shall not debar more than one Authorised distributor (with/ or without the



OEM) from quoting equipment manufactured by an Original Equipment Manufacturer (OEM) in procurements under a Proprietary Article Certificate or

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

(v) Either Manufacturer or his only 1 authorized dealer/agent fulfilling the governing criteria (ATC Clause 2) can quote against this tender. In case offer is received from both Manufacturer and authorized dealer/agent, only bid from Manufacturer shall be considered for further processing and the bid of dealer/agent shall be rejected. One Manufacturer can authorize only 1 dealer in case manufacturer is not quoting/submitted their bid. In case of bids are received from more than 1 authorized dealer/agent of same manufacturer, their bids will be rejected." This is prescribed considering THE STRATEGIC NATURE OF ITEM & with a purpose for having the attributive consistency in supply of DNV & ABS Steel Plates and for avoidance of price play and for restricting anti-competitive practice in bidding process being open tender.

Note: The undertaking by the bidders for above para (Conflict of Interest among Bidders/ Agents) to be obtained along with Part I bid.

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

22. Cartel Formation/Pool Rates

It is possible that sometimes a group of bidders quote the same rate against a tender. Such pool/cartel formation is against the basic principle of competitive bidding and defeats the very purpose of an open and competitive tendering system. Such and similar tactics to avoid/control true competition in a tender leading to "Appreciable Adverse Effect on Competition" (AAEC) have been declared as an offence under the Competition Act, 2002, as amended by the Competition (Amendment) Act, 2007. In case of evidence of cartel formation, detailed cost analysis may be done by associating experts if necessary. Besides, suitable administrative actions can be resorted to, such



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

23. Additional Instructions:

- (a) The bidder shall also abide to all statutory requirements, Official Secret Act 1923, Security and Safety Rules as per references, which are part of this tender. If contractors' employees are not adhering to the health, safety and environment norms and the contractors not equipping their employees with suitable safety gears, will be viewed seriously. For non-adherence to above will be levied as per extant guidelines of Security and Safety Rules prevailing time to time, to the contractor without prejudice to other rights to enforce the safety requirements.
- (b) MDL shall not be bound by any printed conditions or provisions in the sellers bid forms or acknowledgement of contract, invoices, packing list and any other documents which purport to impose any conditions at variance with the tender terms / final negotiated & accepted terms.
- (c) Part payment is applicable since delivery in lots is applicable. Hence Part Supply Part Payment shall be acceptable.
- (d) No advance payment & payment shall be made as per actual quantity received and accepted 100% payment shall be made within 15 days of receipt/completion of material/services subject to acceptance of material/services and as reduced by any deductibles (example performance security etc..) and / or the amount leviable towards liquidity damages, if any plus 100% taxes duties etc. as applicable.
- (e) Details of the Public Grievance Cell
 - i. President - Shri R. R. Kumar, ED(Tech). Email ID – rrkumar@mazdock.com
 - ii. Member – Shri A K Chand, GM(HR). Email ID – akchand@mazdock.com
 - iii. Member – Shri C M Latkar, GM(Tech). Email ID – cmlatkar@mazdock.com
 - iv. Member – Shri E R Thomas, GM(Tech). Email ID – erthomas@mazdock.com



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

Department	Name of Executives	Contact No	Email
Technical	Mr. Rupesh Shrivastava , M(D-S)	022-23763060	rshrivastava@mazdock.com
	Mr. Ashok Kumar, CM(SB-Hull-Planning)	022-23763092	ashokkumar@mazdock.com
	Mr. Vinit S. Wagh, DGM(D-S)	022-23763035	vswagh@mazdock.com
Commercial	Mr. Vikas Gautam, DM(C-MP)	022-23763248	vikasgautam@mazdock.com
	Mr. Manoj Meshram , DGM (Materials-Special Procurement)	022-23763259	mmeshram@mazdock.com

Enclosures: -

Enclosure-1	Official Secret Act 1923
Enclosure-2	Undertaking For Conflict Of Interest
Enclosure-3	Deed of Guarantee
Enclosure-4	TSP



Enclosure-1

Official Secret Act 1923
(ILLUSTRATIVE FORMAT)

SECTION 2(B) : "PROHIBITED PLACE"

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

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

SECTION 3 : "PENALTIES FOR SPYING"

If any per unlawfully -

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

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

SECTION 4 : "COMMUNICATION WITH FOREIGN AGENTS"

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

SECTION 5 : "WRONGFUL COMMUNICATION OF INFORMATION"

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

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

SECTION 6 : "UNAUTHORISED USE OF UNIFORMS"

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

SECTION 7 : "INTERFERING WITH OFFICERS OF POLICE"

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

SECTION 8 : "DUTY OF GIVING INFORMATION"

It shall be duty of every person to give on demand to a superintendent of Police or



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any other Police Officer not below the rank of Inspector, any information in his power relating to an offence under this Act.

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

SECTION 9 : "INCITEMENT"

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

SECTION 10 : "PENALTY FOR HARBOURING SPIES"

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

SECTION 11 : "SEARCH WARRANTS"

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



Enclosure-2

Undertaking regarding conflict of interest

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

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

SIGNATURE: _____

DATE: _____

Seal / Stamp of Bidder



Enclosure-3

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

DEED OF GUARANTEE

THIS DEED OF GUARANTEE ("Deed") made and executed at (*) on this the ____
day of

____ 20 by:

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

IN FAVOUR OF

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

Whereas:

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

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

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

D. The Tender Condition No. (*) requires that the Principal Manufacturer furnishes a legally enforceable document, i.e. this Deed, for the purpose of ensuring smooth execution of the Contract if awarded to the Authorised Representative (pursuant to the Tender) and for assuring that all obligations as stated in the Contract will be fulfilled therein, including warranty and



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guarantee obligations contained in the Tender. It is further clarified that MDL shall award the contract and sign the relevant transaction documents ("Transaction Documents") with the Authorised Representative (in the event of its bid qualifying as per the criteria stipulated in the Tender).

E. Thus, the Principal Manufacturer/OEM has agreed to execute this Deed in favour of MDL. NOW THIS INDENTURE WITNESSETH THAT IN CONSIDERATION OF THE ABOVE PREMISES IT IS HEREBY COVENANTED AND AGREED (THE PRINCIPAL MANUFACTURER /OEM COVENANTING AND AGREEING JOINTLY AND SEVERALLY) AS FOLLOWS:

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



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7. The Guarantee shall be irrevocable and enforceable against the Principal Manufacturer /OEMs notwithstanding any dispute between the Principal Manufacturer /OEM and the Authorised Representative.
8. The Principal Manufacturer /OEM hereby agrees that notwithstanding any variation made in the terms of the Transaction Documents, the Principal Manufacturer /OEM shall not be released or discharged of their obligation under this Guarantee provided that in the event of such variation the liability of the Principal Manufacturer /OEM shall notwithstanding anything herein contained be deemed to have accrued and the Principal Manufacturer /OEM shall be deemed to have become liable hereunder on the date or dates on which the Authorised Representative become liable to perform its obligations which became due under the said Transaction Documents.
9. The Guarantee hereby given is independent and distinct from any security that the MDL have taken or may take in any manner whatsoever whether it is by way of a performance guarantee or security Deposit as per provisions of the Tender and Transaction Documents.
10. The Principal Manufacturer /OEM shall pay all stamp duty, other duties, Taxes, fees, penalties or other charges payable on or in connection with the execution, issue, delivery, registration of this Deed, and any document, act and registration performed pursuant hereto, if and when the same has become payable according to the Applicable Law.
11. The Principal Manufacturer /OEM declares that the information and data furnished by it to MDL and the Authorised Representative pursuant to the Tender is true and correct.
12. This Deed shall be governed by and construed in all respects with the Indian laws and the parties hereto agree that any matter or issues arising hereunder or any dispute hereunder shall be subject to the jurisdiction of the competent Courts/Tribunals of the city of Mumbai in India.
13. This Deed may be executed in 2 (two) counterparts, each of which so executed will be deemed to be an original and such counterpart together will constitute one and the same Deed.

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

Signed, Sealed and Delivered on behalf of

By:

Name: (*)

Title: (*)

Witness

1.

2.