

MAZAGON DOCK SHIPBUILDERS LIMITED

(A Government of India Undertaking)

Dockyard Road, Mumbai - 400 010, India.

DIVISION: SUBMARINE

DEPARTMENT: EAST YARD-COMMERCIAL

Tel. No.: +91(022) 2376 2676/38

BUYER SPECIFIC ADDITIONAL TERMS & CONDITIONS WITH DETAILED SCOPE OF WORK

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 GeM Portal for the following supply including services from Indian Firms.

**This is an OPEN Tender enquiry/GeM Bid for Indian Bidders through GeM Portal.
BIDDER TO READ BID REJECTION CRITERIA CAREFULLY BEFORE SUBMITTING BID**

**SUB: REFURBISHMENT & UPGRADATION OF EXISTING BLASTING & PRINTING
CHAMBER OF PIPE SHOP EAST YARD**

1. Description:

The detailed scope of Supply is attached as **Enclosure-1**.

2. Instructions to the bidder:

Bidder should submit all documents strictly through GeM Portal only.

3. Validity Period:

Bids / Offers shall have a validity period of 180 days from the GeM Bid closing date. A bid valid for a shorter period will be liable for rejection.

4. Earnest Money Deposit (EMD) / BID BOND:

Bidders has to submit Bid Security Deposit for amount of Rs.7 Lakhs.

a. EMD submission is exempted in following cases:

- i) State & Central Government of India Departments & Public Sector Undertakings.
- ii) Firms registered with MDL. To qualify for EMD exemption, firms should necessarily submit valid copy of the Registration Certificate issued by MDL, for the services (i. e. **Blasting**) for which the offer is being submitted, in Part-I offer/bid. Firms in the process of obtaining MDL registration will not be considered for EMD exemption.
- iii) Micro and Small Enterprises (MSEs) who are holding valid Udyam Registration and are manufacturer of the offered Product or Service (Primary Product / Service - in case of bunch bid with total value wise evaluation) and give specific confirmation to this effect at the time of bid submission and claim EMD exemption and whose credentials are validated online through Udyam Registration website of Ministry of MSME. In case of clarification is required on the submitted / uploaded Udyam Registration Certificate, the same will be sought from bidder(s).
- iv) Firms registered with NSIC under its "Single Point Registration Scheme". (Exemption will apply only to items/services for which they are registered. To qualify for EMD exemption, firms should necessarily submit valid copy of the Registration Certificate along with the list of items / services for which they are registered, as issued by NSIC, in Part-I offer / bid. Firms in the process of obtaining NSIC registration will not be considered for EMD exemption.
- v) Start-ups as recognized by Department of Industrial Policy and Promotion (DIPP).
- vi) The recognised institutes such as VJTI/IIT.
- vii) Common/Deemed DPSU registered vendors qualify for EMD exemption. Such firms shall submit valid copy of the registration certificate issued by DPSUs (other than MDL) for the items /services for which the offer is being submitted in Part-I offer/bid. Firms in process of obtaining registration in other DPSUs will not be considered for EMD exemption.

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

b. Mode and form of EMD:

In case of Indigenous bidders, EMD shall be obtained by way 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. Crossed DD / Pay Order issued by Co-operative banks however may be considered to be accepted and the bid would be considered accordingly.

In case of Foreign bidders, authorized Indian agent of the overseas bidders can submit EMD in the form of bank draft in Indian Rupees. Similarly authorized Indian Agent can submit BG from bank as per list of banks approved by SBI / Canara Bank as bank of international repute published on MDL website on behalf of foreign bank.

Bidders to advise their banker to send EMD directly to commercial department or through SWIFT to dispense with additional step of verification of authenticity of signatories. In case of EMD transmitted through SWIFT, it shall be the responsibility of the bidder that he directs the receiving banker to forward the message duly authenticated to the concerned commercial executive mentioned in the tender.

The Bank Guarantee shall be kept valid till validity period of the offer. The original of the scanned copy of EMD (BG) should reach HOD (C)/ Dealing Executive within seven days of the tender closing date.

5. Your Offer should contain the following:

- i) 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 acceptance on clauses of Tender Enquiry Form (TEF), General Conditions of Contract (GCC) as 'ACC or DEV' as applicable for each of the clause at tender (**Enclosure-04, 05** respectively).
- iii) Price schedule BLANKING the PRICES but clearly indicating 'QUOTED / UNQUOTED' as applicable against the listed item in the prescribed format of e - tender. (**Enclosure-02**).
- iv) Deviation Sheet in the prescribed format (**Enclosure-06**) in case of any deviations from Terms, Conditions & Technical requirements specified in the GCC.
- v) Bidder to submit signed scanned copy of SOW as acceptance.
- vi) Manufacturer's Product Catalogues/Data sheets of the offered material and / or Technical Specifications.
- vii) Bidder to submit List of Documents and Certificates those will be provided along with item(s).
- viii) Bidder to submit their complete Bank details for payment.

Note: Bidders in their own interest are requested to submit their bids well in advance of tender closing date to avoid the last-minute difficulties in submitting the bids. Bidder should submit offer with all relevant documents.

6. Pre-Qualification documents & criteria:

a. Technical PQC:

Bidder should meet following Technical Qualification Criteria:

- i) The bidder should have experience of supply, erection, testing, and commissioning of at least Two

(02) Nos of blasting and painting chamber (Consists of shot blasting machine, painting machine, screw conveyor, bucket elevator, ventilation system, dust collector, vacuum recovery system, dehumidification system) for value of min.100 lakhs in a single order during the last ten (10) years, from the tender closing date for similar work completed.

- ii) Bidder should have minimum three (03) year of experience in operation and maintenance of similar facility (mentioned above) or similar work.
- iii) Bidder shall submit copy of Purchase Order (PO)/ Work Order (WO) and Commissioning Report/Completion Certificate issued by the client.

b. Commercial PQC:

- i) Bidders Shop and establishment registration certificate or registration certificate from registrar of firms or certificate of incorporation from Registrar of Companies.
- ii) The average annual financial turnover of 'The bidder' during the last three years, ending 31st March (or any other year ending followed in relevant country) of the previous financial year excluding the calendar year of tendering should be at **INR 1,05,00,000.00 (Rupees One Crore and Five Lakh Only)** 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 or equivalent in relevant countries.

c. Joint Ventures and Holding Companies

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

- d. The condition of prior turnover and prior experience is relaxed only for all Start-ups recognized by Department for Promotion of Industry and Internal Trade (DPIIT) subject to meeting of quality & technical specifications. Start-ups may be MSMEs or otherwise. Start-ups shall be given relaxation in prior turnover and prior experience as specified under:
 - i) Start-ups shall be given 100% relaxation in prior turnover and prior experience subject to meeting of quality & technical specifications.
 - ii) If L-1 bidder is Start-up, then Start-up firms are eligible for ordering of 100% of tendered quantity.

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

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

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

7. Bid rejection criteria:

a. Categorical Rejection Criteria

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

- i) Bids received after tender closing date and time.
- ii) Bids received other than through e-portal (in case of e-tender).
- iii) Bidders who are debarred under PPP MII order 2017, GeM, CPPP including Tender holiday issued by MDL.
- iv) Bids received without EMD (other than those who are exempted from payment of EMD).
- v) Bid received from vendors not qualifying technical and commercial PQC.
- vi) Bidders failed to visit site and check the function, operation, installation arrangement and collect the required data which will help to Refurbish, Renewal, Modernization, design, fabricate, supply, erect and quote for execution of job and Bidders failed to submit the visit report along with the Bid/offer.
- vii) Bidders failed to submit technical specification detailed drawings along with technical bid. Drawings for new blasting arrangement i.e., direct pressure blast equipment's, abrasive recovery unit/ bucket elevator, dust collector, electrical control panel etc. are to be submitted for approval to Prod-EY dept. along with Technical Bids.
- viii) Non submission of documents or details as per requirements mentioned above or the requirements mentioned in preceding paragraphs shall be considered as supplier's inability/casual attitude towards understanding and comprehending the TSP requirements and hence execution will be of similar sloppy, undesired and unwarranted nature and thus shall be liable for rejection.
- ix) MDL will carry out a detailed evaluation of the responsive bids in order to determine whether the technical aspects are in accordance with the requirements set forth in the Bidding Documents. In order to reach such a determination, MDL will examine and compare the technical aspects of the bids on the basis of the information supplied by the bidders. The documents furnished by the bidder shall be examined for overall completeness and compliance with the Technical Specifications; quality, function and operation of any process, controls and concepts included in the bid. The bid that does not meet the complete technical specifications, as defined in the bid document, or substantiate the technical requirements specified will be liable for rejection. Bids which are overdesigned w. r. t. power consumption or bids requiring additional space over and above the allocated area can be out-rightly rejected.

b. Liable for Rejection Criteria

- i) Bids received without Integrity Pact duly signed by the bidder on each page.
- ii) Any other condition specifically mentioned in the tender documents elsewhere, then noncompliance of that clause, shall lead to rejection of the bid.

8. Delivery Period / Completion Schedule:

- a. The overall time frame for this turn-key contract is 6 months including commissioning from the date of receipt of confirmed MDL Order.
- b. The contractor shall develop and submit a comprehensive schedule indicating milestone dates for project implementation. Performance of the contractor shall be evaluated vis-à-vis with this schedule later. Milestone chart shall be submitted along with offer.
- c. Fortnightly meetings shall be attended by the Contractor in MDL premises from the date of award of contract till completion.

9. Pricing:

- a. Quoted prices shall be inclusive of all GST, other taxes, duties and all cost components for supply of materials inclusive of all documentation of Commercial, Technical or any other nature as contained in this tender enquiry.
- b. Bidder shall quote the prices of all items / services listed in the format of the tender enquiry for delivery of the items at MDL. The prices quoted shall remain firm and fixed during the currency of the order /

- contract unless agreed otherwise by MDL.
- c. Price Variation Clause (PVC): Not Applicable

10. Terms of Payment:

- a. **MDL will pay an advance amount of 15% of total PO value on submission of following documents**
- i) **Certificate issued by MDL user department** duly signed by CM or above for **releasing** an advance amount of 15% of total PO value against receipt of inspection report of defects prior to commencement of dismantling of the existing plant, QAP, drawing, order copy and proof of receipt of equipment, items, material at EY-Hull MDL premises.
 - ii) Copy of **Bank Guarantee** of 110% of value of payment (valid till recovery of 15 % advance payment).
- b. **Balance payment** will be processed after recovery of 15% advance payment against submission of Tax invoice and work completion certificate duly signed by CM or above from MDL user department.
- c. **Part payment against part delivery is acceptable.**

11. Guarantee / Warranty:

Total facility including all structures, machine and equipment made for the blasting and painting shall be warranted by the supplier against damage or failure due to defect(s) in design, material or workmanship for a period of 36 months of machine and or equipment running, from the date of commissioning and acceptance. Any breakdown or visit as and when required during warranty period to be attended within 48 working hrs. of intimation, failing which a penalty of Rs. 10,000/- per day will be charged.

Firm to submit stage wise Warranty Certificate as per format at **Enclosure-08 immediately after completion of work along with signed WCC.**

12. Performance Security (Performance Bank Guarantee cum Security Deposit):

Contractor / Supplier / Vendor will be required submit Performance Security {Performance Bank Guarantee (PBG) cum Security Deposit (SD)} for an amount of 5% (Five per cent) of the Contract/Order value excluding taxes, duties, freight etc. in the form of NEFT/ Demand Draft / Pay order / Bank Guarantee / Insurance Security Bond / e-Bank Guarantee in favour of Mazagon Dock Shipbuilders Limited, Mumbai from the list of Banks approved by SBI / Canara Bank published on MDL website as per MDL standard format at **Enclosure-09** 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.

Bank guarantee will be returned to vendor after completion of warranty period and clearance of any dues arising out of penalty

Non submission of Performance Security:

- a. In case of failure to submit performance security by the supplier within 25 days of transmission / notification of order by any mode, EMD (if available) will be forfeited and MDL reserves the right to cancel the order and invoke the risk purchase clause. If it is established that the contractor has failed to comply with the Guarantee/warranty obligations, the PSBG will be encashed by MDL. MDL's decision in this regard shall be final and binding on the supplier / contractor.
- b. In cases where the supplier / contractor has not submitted the PS and already commenced supply / services, Performance security will be retained from the bills, if any. In such case, interest will be recovered for the period starting from 26th day of transmission / notification of order/contract by any mode and amount involved at the relevant rate of interest for that quarter. For Indian suppliers, it will be SBI BPLR plus 2%. For foreign supplier, it will be EUROBOR/LIBOR plus 2%.

13. Consignee:

The Supplier/Vendor shall arrange dispatch of good by appropriate transport mode as per the order and consign the same to:

Consignee & delivery Address:

DGM[HULL-EY]/HOS

MAZAGON DOCK SHIPBUILDERS LIMITED,

Dock Yard Road,

Mumbai –India 400 010.

**Contact Person: Officer In Charge (Blasting and Painting Chamber-Work Shop B)
East Yard)**

14. Inspection:

- a. The Draft QAP shall be submitted by the firm to the MDL for approval within 3 days from date of placement of PO.
- b. Inspections will be done by MDL User Dept. as per approved QAP.
- c. Firm to submit Warranty/Guarantee certificate.

15. Integrity Pact:

- i. Bidder to submit Integrity Pact on Company Letterhead. The duly signed Integrity Pact at **Enclosure-10** should be submitted along with your offer.
- ii. Non acceptance of Integrity Pact along with offer has been included in Bid Rejection Criteria for the tender.
- iii. The Integrity Pact shall be valid for the Contractor 12 months after the last payment under the contract and for all other Bidders 06 months after the contract has been awarded. However, bidder will be required to extend the Integrity Pact, as and when required by the Principal/Buyer.
- iv. The provisions regarding Sanctions for violation of Integrity Pact include forfeiture of Performance Bond in case of a decision by the Principal/Buyer to forfeit the same without assigning any reason for imposing sanction for violation of Integrity Pact.

The details of Independent External Monitor (IEM) in MDL

- a. **Mr. Deepak Kashyap** Email id: deepakkashyapnd02@gmail.com
- b. **Mr. M N Krishnamurthy** Email id: krishnamurthymn19@gmail.com

IEM may be contacted for issues related to Integrity Pact (IP). For any other administrative enquiries and clarification on tender, bidders may contact Commercial Dealing Executive

16. Trade Receivable Discounting System (TReDS) for MSEs:

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

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

seeking payment from MDL directly shall be processed as per the standard payment terms agreed in PO / contract.

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

i) Below are the details of M1xchange:

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

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

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

ii) Below are the details of rxil:

1. Name of Nodal Officer -: SANTOSH YADAV
Contact Details/ Mobile Number of Nodal Officer -: +91-9167708156
Email Id -: santosh.yadav@rxil.in

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

2. Name of Nodal Officer -: ANGELIN ANBARASAN
Contact Details/ Mobile Number of Nodal Officer -: +91-8451975191
Email Id -: angelin.anbarasan@rxil.in
Complete address -: Receivables Exchange Of India Limited , 701-702, 7th Floor, Supremus, E Wing, I-Think Techno Campus, Kanjurmarg East, Mumbai 400042.

17. Land Border Clause:

Non-submission of Compliance Certificate w.r.t Land Border Clause as per the enclosed format at **Enclosure-12**. Ref: Order (Public Procurement No.1, 2 & 3) dtd 23 Jul 2020 & 24 Jul 2020 on Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017 as elaborated here below:

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

Gol vide Order (Public Procurement No.1, 2 & 3) dtd 23 Jul 2020 & 24 Jul 2020 has imposed Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017 on bidders from a country which shares a land border with India. Accordingly, following shall be complied by the Bidders while submitting bids.

- a. Any bidder from a country which shares a land border with India will be eligible to bid in this GeM Bid only if the 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 Enclosure-12 towards compliance of Public Order on Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017.** However, Order will not apply to bidders from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects. Lists of countries to which lines of credit have been extended or in which development projects are undertaken are given in the website of the Ministry of External Affairs.
- b. "Bidder" for the purpose of this Order (Public Procurement No.1, 2 & 3) (including the term 'GeM Bidder', 'consultant' 'vendor' or 'service provider' in certain contexts) means any person or firm or company,

including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.

- c. "Bidder from a country which shares a land border with India" for the purpose of this Order (Public Procurement No.1, 2 & 3) means
- a) An entity incorporated, established or registered in such a country; or
 - b) A subsidiary of an entity incorporated, established or registered in such a country; or
 - c) An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d) An entity whose beneficial owner is situated in such a country; or
 - e) An Indian (or other) agent of such an entity; or
 - f) A natural person who is a citizen of such a country; or
 - g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

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

- (i) In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person(s), has a controlling ownership interest or who exercises control through other means. Explanation-
 - a) "Controlling ownership interest" means ownership of, or entitlement to, more than twenty-five per cent of shares or capital or profits of the company;
 - b) "Control" shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholder's agreements or voting agreements;
 - (ii) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
 - (iii) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
 - (iv) Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 - (v) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- d. "Agent" for the purpose of this Order (Public Procurement No.1, 2 & 3) dtd 23 Jul 2020 & 24 Jul 2020 is a person employed to do any act for another, or to represent another in dealings with third persons

18. Liquidated Damages:

- a. 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 schedule. 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 per cent) of the delivered price of the delayed goods and/ or incidental work/services of each week of delay or part thereof until actual delivery or performance, subject to maximum of 10% of delayed goods or incidental works/ services' contract price.
- b. Vendor / Contractor (Supplier) will also be liable to pay Liquidated Damages for late delivery of the Documentation as agreed to by Purchaser and Vendor / Contractor (Supplier) and as stated in the Purchase Order. The amount of such damages will be same as that stated in Para (i) above

19. Public Grievance Cell:

A Public Grievance Cell headed by Shri. R. R. Kumar (ED-Prod) has been set up in the Company. Members of public having complaints or grievances are advised to contact him on Wednesday between 10.00 hours and 12.30 hours in his office on 4th floor, D2 Bldg, East Yard, MAZAGON DOCK SHIPBUILDERS LIMITED, Dock Yard Road, Mumbai, 400010, INDIA or send their complaints / grievances to him in writing for redressal. His Telephone No. is +91 22-2376 263512 and Ext 3517

20. Option Clause:

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

21. Book Examination Clause (BEC):

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

22. Breach of Obligation Clause with respect to Bid Submitted:

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

- (i) Bidder has withdrawn / modified / amended / impaired / derogated from the tender during the period of bid validity.
- (ii) Bidder fails or refuses to execute the contract upon notification of acceptance of bid by MDL during the period of bid validity.

23. Right to reject any or all bids:

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

24. 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.

25. Registration on Government e-marketplace (GeM) Portal:

Bidders shall mandatorily obtain the unique GeM Seller ID and submit the same to MDL prior to Price Bid opening. Non-submission of Unique GeM Seller ID is under rejection criteria. The unique GeM seller ID shall form part of the purchase order.

26. Variation of Quantities at the Time of Award:

At the time of awarding the contract, the quantity to be procured must be prejudged based on the current data, since the ground situation may have very well changed. The tendered quantity can be increased or decreased by 25 (twenty-five) per cent for ordering, if so warranted.

27. Discrepancies between Original and Additional/Scanned Copies of a Tender:

Discrepancies can be observed in responsive tenders between the original copy and other copies of the same tender set. In such a case, the text, and so on, of the original copy will prevail.

28. Tie Breaker:

When multiple vendors quote same price for particular item(s)/services under such situation, following action in given sequence shall be done:

- (a) Supplementary bid asking for discount to be obtained.
- (c) Lottery option to be exercised after above options are not conclusive.

29. Modification to Bids:

- (a) Bidders may revise their bids prior to the original or extended closing date and time of the tender.
- (b) It shall be the responsibility of the bidder to ensure that the covers containing modified bids are clearly marked as "Modified / Revised Bid" and deposited in the designated tender box before the tender closing date and time."

30. Tender Acceptance Form (TAF):

TAF duly filled in by the bidders confirming their acceptance or deviation is to be submitted along with their techno-commercial bids.

31. General Conditions of Contract (GCC):

Bidder is required to submit the GCC acceptance form duly filled along with their techno-commercial offer.

32. CLAIMS BY FIRMS

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

33. Purchase Preference to Micro and Small Enterprises (MSEs) (PPP MSE)

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

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

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

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

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

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

~~(c) If subcontract is given to MSEs, it will be considered as procurement from MSEs.~~

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

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

34. Purchase Preference to Make in India 2017(PPP MII):

Procurement through GeM shall be governed by the PPP MII 2017 order as implemented on the GeM platform. MII 2017 mentioned at Enclosure-12

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

35. Purchase preference:

- (a) Purchase preference shall be given to only "Class-I Local Supplier" (Class II Local Supplier are not eligible for purchase preference) in procurements undertaken in the manner specified in the succeeding sub-paras:
- (b) The Class-I local suppliers, under PPP-MII Order, participating in any government tender, may or may not be MSEs, as defined under the MSME Act. Similarly, MSEs participating in any government tender, may or may not be Class-I local suppliers. Suppliers may be categorised in following four broad categories for consideration or applicability of purchase preference

PPP MSE Order 2012: Purchase Preference under PPP MSE Order 2012 shall prevail over Purchase preference under PPP MII Order 2017 and Purchase preference shall be accorded

36. Declaration / Verification of Local content:

- (a) Tenders shall solicit participating bidders to indicate the percentage of local content (i.e., value added in India) along with the details of location/s where the local value addition is made, in their bids, item wise or tender wise. The indicated local content percentage shall decide categorization of the vendors as "Class-I Local Supplier" / "Class-II Local Supplier" / "Non-local Supplier". All bidders should declare that the item and service offered meets the minimum local content and indicate its percentage in their offer which shall meet or exceed required local content specified in tender. This declaration is necessary even if Custom Duty Exemption and / or ERV (if applicable) are not being sought. Certification as under is to be submitted mandatorily in technical offer-Part-I bid.
- (b) Self-certification by Chief Financial Officer or Other legally responsible person nominated in writing by the Chief Executive or Senior Member / Person with Management Responsibility of Corporation / Partnership / Individual. However, in cases of procurement for value in excess of Rs.10 Crores, the bidders shall provide a certificate from statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of supplier other than companies) giving the percentage of local content. (HoD(C) are authorized to devise suitable format, if any such format is required).
- (c) Further, it must be informed to bidders in the tender that once the declaration / certification is committed at tender submission stage, the same cannot be altered subsequently at technical negotiation stage or after award of contract. Doing so would be treated / considered as false declaration by bidder and necessary action shall be initiated as per para 7.4.20.12 of the said Order for debarment.
- (d) Declared Local Content shall be the basis for categorization of the vendors and tender evaluation. However, MDL reserves the right to undertake detailed examination of declared local content and may call vendor to submit relevant documents.
- (e) In cases where MDL received the complaint from any vendor or person, along with the fees prescribed below, verification of Declared Local Content shall be carried out by seeking additional info as deemed necessary and the bidders (including unsuccessful bidders) against the tender shall be obliged to furnish the necessary documents. Failing to do so, the vendor may invite penal action as per the provisions of the Order. If MDL possess the capability, then it shall perform the verification. However, if in the opinion of MDL matter needs to be dealt at higher level, then the complaint shall be referred to Nodal Ministry and their fees / expenses / charges applicable as per the Nodal Ministry, if any, shall be borne by the complainant. MDL is authorized to prescribe fees for handling complaints under revised PPP MII Order 2017. The fees for filing a complaint under the order shall be INR 10,000/- per case. The complaint shall be filed to the Chairman, Public Grievance Cell. The fee shall be deposited by complainant in MDL's Account by NEFT.
- (f) On scrutiny of offer, if all the bidders participating in the tender happen to have either not submitted the declaration certificate or not declared / specified the local content percentage in the declaration certificate or specified local content lower than the minimum local content requirement as per the tender, the subject tender shall be cancelled & matter shall be taken up with Ministry, by the user department, as per the procedure indicated at note of 7.4.20.2(iii)(b) or as amended by MoD / DPIIT / DoE.

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

The bid would be treated / considered as given false declaration and necessary action for debarment shall be initiated.

37. Debarment of bidders / suppliers

- a. False declaration will be in breach of Code of Integrity under Rule 175(1)(i)(h) of GFR 2017 for which a bidder or its successors can be debarred for up to 2 years as per Rule 151(iii) of GFR 2017 along with such other actions as may be permissible under law.
- b. A supplier who has been debarred by any procuring entity for violation of said Order shall not be eligible for preference under said Order for procurement by any other procuring entity for the duration of debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities, in such a manner that ongoing procurements are not disrupted.

38. Hindrance Register

- a. Wherever applicable such as where submission, approvals and clearances are required, the Tender shall have a Hindrance register clause that all hindrances with date of occurrences and removal shall be noted in the Hindrance register. The Hindrance register shall be signed by the reps of both MDL as well as Contractor.
- b. Executive in the rank of Chief Manager and above shall be the nodal executive of the User Department.

39. Common / Deemed DPSU registration and Green Channel Status clause

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

40. MDL reserves the right to consider placement of Order / Contract in part or in full against the tendered quantity.

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

Yours faithfully,
For MAZAGON DOCK SHIPBUILDERS LIMITED,

Shashikant Javalkar
Deputy Manager (C-EY)
(Commercial –East Yard)
022-2376-2645

List of Enclosures:

- Enclosure-01: -Scope of work / supply.
- Enclosure-02: Rate sheet
- Enclosure-03: GENERAL CONDITIONS OF CONTRACT (GCC) FOR GOODS
- Enclosure-04: -TEF Acceptance Format.
- Enclosure-05: -GCC Acceptance Format.
- Enclosure-06: -Deviation sheet.
- Enclosure-07: -Form of certificate of conformity (COC)
- Enclosure-08: -Format for certificate of warranty
- Enclosure-09: -Proforma Bank Guarantee for Performance Security
- Enclosure-10: -Integrity Pact
- Enclosure-11: - Declaration in relation to New Provision under Section 194Q, 206AB & 206CC of the Income tax act 1961 (TDS Declaration)
- Enclosure-12: - Declaration of Compliance of Order (Public Procurement No.1, 2 & 3) dtd 23 Jul 2020 & 24 Jul 2020 on Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017 (Land Border Clause).
- Enclosure -13: - Local Content Declaration format
- Enclosure -14: - List of Banks
- Enclosure- 15: PROFORMA BANK GUARANTEE FOR ADVANCE PAYMENT
- Enclosure- 16: Document Confirmatory Matrix (CHECK LIST)
- Enclosure- 17: Conflict of Interest among Bidders/ Agents
- Enclosure- 18: EXTRACT OF PROVISIONS OF THE OFFICIAL SECRETS ACT, 1923
- Enclosure- 19: VENDOR DECLARATION

i. SCOPE OF WORK/SUPPLY

Scope includes supply of following items along with relevant Documents & Certificates:

Sr. No.	DESCRIPTION	UOM	QTY
1	Dismantling, Removal of Existing blasting enclosure with all accessories like screw conveyor, dehumidifier, AC, hopper, ventilation duct, bucket elevator, media Separator, dust collector etc.	No.	1
2	Dismantling, Removal of Existing painting boot, tunnel, with all accessories like dehumidifier, paint fume filter system, ducting, control panel, illumination system, etc.	No.	1
3	Civil Work: Providing and laying cement plaster (in 2 coats) 20mm thick in C.M. 1:3 on external surface of suction trench including dismantling of damaged plaster including mixing of water proof chemical as per manufacturing specification with proper curing.	Sq. Meter	100
4	Dismantling existing damage floor concrete and levelling the surface with 100 mm thick PCC (I in flooring including required surface preparation, curing etc. all complete	Sq. Meter	200
5	Repair, installation, commissioning, set to work the blasting enclosure with all associated equipment's, machinery such as blasting hopper, screw conveyor, media recovery, dust collector including ducting, etc.	No.	1
6	Repair, installation, commissioning, set to work the painting booth with all associated equipment's, machinery such as air less spray-painting machine, dehumidifier, ventilation system, paint fumes filter system, control panel, wiring, paint filter bags etc.	No.	1
7	Repair, installation, commissioning, set to work the Air Compressor.	No.	1
8	Supply and commissioning of dehumidifier for blasting and painting booth	No.	1
9	Supply and Installation of lights in blasting and painting enclosure. (Lights should be dust proof, water proof and fire proof. Illumination should be minimum 500 lux in both the enclosure).	No.	15
10	Supply and Installation of rubber lining 2 to 3 mm thick 1200/ 1400mm width on side walls in both the enclosures.	Sq. Meter	150
11	Supply and installation of 12 mm chequered plate on the floor.	Sq. Meter	100
12	Blasting and priming of pipes. (Blasting media is in the vendor scope)	Running Meter	4000
13	Blasting and priming of structure inside the chamber. Surface Grade: Sa2.5 Roughness: Medium M Blasting Media: Fused Alumina or Steel Grit	Sq. Meter	

ii. DETAILED SCOPE OF WORK FOR REFURBISHMENT & UPGRADATION OF EXISTING BLASTING 7 PAINTING CHAMBER IN WORKSHOP 'B'-EAST YARD, MDL

1. Preamble:

MDL proposes to Refurbishment, Modification and Up-gradation of the existing Blasting and Painting Booth located in front of Pipe Shop at East Yard of MDL. The Goal is to enhance operational efficiency, safety and reliability. The following scope of work outlines the detailed activities and deliverables.

2. Scope of Work.

- 2.1 Identification of Defects: Prior to commencement of dismantling of the existing plant, it is to be checked for its existing condition. The observation / defects are to be recorded and the list of the same is to be submitted to MDL EY-HULL.
- 2.2 Vendor has to check the Overall functioning / operation of plant. Noise / vibration level Wear out of all moving parts, assemblies. Condition of structural part, condition of existing ducting, all type of filters, flooring inside the chamber, rubber, curtains, illumination in the chamber, electrical, mechanical, civil etc. work involved.
- 2.3 Vendor has to do checking, cleaning, repairing, refurbishing, overhauling and replacement of parts and assemblies.
- 2.4 Vendor has to modify, up-grade on case-to-case basis.
- 2.5 Replacement of worn out old, obsolete, & beyond economical repair unit, parts and other equipment's related & attached to plant.
- 2.6 Designing, preparation and approval of the drawings, fabrication, supply, erection, testing and commissioning.
- 2.7 To check and prepare the list for appropriate actions which are need to be taken by bidder for making smooth operational & functional.
- 2.8 Work shall be carried out as per Approved QA plan. Contractor shall submit QA plan for approval within 3 days from date of order. MDL may witness/inspect at random or all tests / activities being carried out at MDL. Bidder has to organize all the tests and inspections to be carried out by MDL
- 2.9 The replaced parts shall be of required specifications, of reputed makes and shall be accompanied with documents such as Test Certificates & warrantee as specified in each case.
- 2.10 The following scope of work though comprehensive for all systems, equipment and components necessary for this Full Turnkey Contract, however, it is the vendors' responsibility to fully comprehend the scope of work and identify and bring about all items required to meet the requirements of this contract. Field investigations of each area are required to ensure the contractor has a full understanding of the scope.
- 2.11 Any work components, equipment even if not mentioned specifically in this scope, but required to undertake the task is to be consider as part of the scope of work by the supplier and supply of these equipment. MDL supplied documents are for reference and concept definition only.
- 2.12 The bidder shall make necessary field measurements to ensure accuracy and consider the same in the offer.
- 2.13 It is essential and mandatory that the bidder undertakes a site visit to assess, requirement prior to submission of its offer.

3. Technical Specification of Blasting Enclosure and Paint Spray Booth:

- 3.1 The Firm has to upgrade/refurbish/renew/repair/overhaul the existing facility for blasting and painting of pipes, seating's, foundation, tanks, and other structure of different shape.

- 3.2 Sequence of operation: The job is placed inside the blast room and the blasting operation is carried out by operator manually. Used abrasive is swept manually and conveyed into screw conveyor hopper. The screw conveyor conveys the abrasive media into boot of bucket elevator. The bucket elevator lifts the Abrasive Blaster and Abrasive is recycled through blast nozzle. The unusable abrasive from the media separator unit is collected in a bin. The dust and fines from room is sucked and is carried into the Dust Collector and clean air is discharged into atmosphere, keeping the environment clean and friendly.
- 3.3 Presently, the existing blasting and painting booth is operating with multiple operational & functional problems. The work is to be carried out on Turnkey Basis.
- 3.4 The Major parts of the plant and the work associated with each part, technical specifications etc. are listed hereunder. However, any work, even if not listed specifically, but required to be carried out to make the plant fully operational is to be considered as part of the Scope of Work
- 3.5 **Blasting Chamber**
- 3.5.1 Dismantling: The major components of the blasting enclosure need to be dismantled are Blast Room Enclosures with Main Door, Vestibules in between the blast room, Rubber lining for all four-side wall of blast room, Metal halide lamps, Portable Abrasive Blasting machine, Hopper Grating and Screw Conveyor Hoper. Media recovery Screw Conveyor. Bucket Elevator and Media Separation Unit. Dust Collector with Ducting, Silencer, Wiring and control panel, Manual Push Pull Trolley with Fixed Hooks & I beam Monorail, Vacuum Abrasive Recovery System with Cartridge Filter, Dust Collector. Tunnel Enclosure. Axial flow fan at top of the tunnel with outlet duct and canopy, Dehumidifier. The Layout of existing enclosure attached at **ANNEXUTRE 1** for the reference.
- 3.5.2 Each system/component mentioned above need to cleaned and should be made in working condition. Tools, Spares, Material required to repair, renewed above mentioned components/system is in the suppliers Scope.
- 3.5.3 There is an existing underground concrete pit for accommodating the screw conveyor, disposable type paint filter trap. As per the attached Drawing at **ANNEXUTRE II** Vendor has to repair the pit and concrete foundation.
- 3.5.4 **Civil Work for Pit:** Providing and laying cement plaster (in 2 coats) 20mm thick in CM. 1:3 on external surface of suction trench including dismantling of damaged plaster including mixing of water proof chemical as per manufacturing specification with proper curing.
- 3.5.5 **Civil Work for foundation:** Dismantling existing damage floor concrete and levelling the surface with 100 mm thick PCC (1:2:4) in flooring including required surface preparation, curing etc. all complete.
- 3.5.6 Blast room enclosure walls, roof, and surfaces to be cleaned, defective worn-out surface to be repaired with same grade material. Material used for the repair should withstand the blasting pressure. Blast room walls are formed of prefabricated MS Sheet. Each wall panel is individual replaceable and the sections are bolted together on assembly. Wall panels and ceiling panels are fabricated from existing grade material of same thickness.
- 3.5.7 After repaired suitable rubber lining of 3mm thickness from inside and outside to be painted with one coat epoxy primer and two coat epoxy anticorrosive paint.
- 3.5.8 The blasting enclosure should be perfectly sealed to prevent the escape of dust during blasting operation.
- 3.5.9 Man Doors — Hinge Type (For operator's entry) and Main Door duly rubber lined on one side wall (For Job loading) to be re-installed after refurbishment/upgradation/overhauled.
- 3.5.10 **Lighting:** Blasting enclosure is to be provided with sealed, dustproof, weatherproof and abrasive protected light fittings. These light fittings should give extremely good photometry with a wide angle of illumination. Sufficient lights need to be fitted into Blast Room to give a shadow free environment to the extent possible. Illumination level should be minimum 500 lux measured at any location in all cells.

3.5.11 Equipment Supply for Blasting Enclosure:

- 3.5.11.1 Portable Blasting Machine with single chamber single outlet, dead man, safety valve, capacity 02 tons, Qty: 01 no.
- 3.5.11.2 Blasting Hose suitable to the supplied blasting hopper. Qty: 30 meters
- 3.5.11.3 Blasting nozzle: Double venture Tungsten Carbide lining 8mm and 10mm size, Qty- 2 nos. each
- 3.5.11.4 Operator Safety Gears: Qty 1 Set.
- 3.5.11.5 Each Set consists of

Air Fed Helmet	1 No.
Helmet Hose	10 Meters.
Helmet Air Conditioner	1 No.
Hand Gloves	1 Pair
Gum Boot	1 Pair
Air Breather	1 No.
Operator's Suit	1 No.

- 3.5.12 **Blast Room Systems:** After upgradation/Repaired/Renewed/Overhauled system need to be reinstalled at the previous position.
- 3.5.13 **Screw Conveyor, Hopper & Grating on Hopper:** Existing screw conveyor is placed at the center of blasting booth. Please ref. the GA drawing placed at **ANNEXUTRE I** for reference. Bearing housing provided at both end of screw conveyor with taper roller bearing. Supplier has to made in working condition and reinstall it. Hopper is provided at the center of the room with repose angle 40-45 degrees to facilitate conveying of abrasive media to screw conveyor. Please ref. the GA drawing placed at **ANNEXUTRE I** for reference. The area not covered by hopper is to be swept manually. Suitable support on hopper shall be provided for strength and rigidity. Chequered plate to be provided.
- 3.5.14 **Bucket elevator & Media Separation Unit:** Existing Bucket elevator and Media Separation Unit is of conventional design having Geared Reduction Drive. This system is replaced completely with similar specification of existing system. The recovery speed should be compiled with the speed of blasting. Maintenance platform with ladder will be provided for bucket elevator.
- 3.5.15 **Dust Collector with Ducting, Silencer, Wiring & Control Panel:**
 - 3.5.15.1 Existing system to be renewed and re-install. Dust laden air from blast room is sucked into the dust collector due to vacuum created by exhaust fan. The fine dust is collected in the fabric bags. The fabric bags are cleaned by the Motorized shaker assembly which should be operated periodically. Suitable present timer shall be provided for bag shaking duration.
 - 3.5.15.2 Dust collector housing is fabricated from 2.0 mm MS sheets, suitably supported by angles and channels. Mechanical type flap valve is provided at the bottom of hopper for automatic discharge of dust. A manometer is provided for reading pressure drop across bags. Access door of 325 mm x 1220 mm is also provided.
 - 3.5.15.3 Dust emission level to atmosphere through shall satisfy Statutory the Factory and Environmental Regulations
 - 3.5.15.4 Suitable silencer shall also be provided at the outlet of the exhausts fan to keep the noise level of exhaust fan below Statutory Limits.
 - 3.5.15.5 The dust collector shall be provided with platform, access ladder and inspection door for inspection and maintenance purpose. Supplier shall ensure adequate protection to avoid water ingress in dust collector unit.
- 3.5.16 **Ducting:** All interconnecting ducting fabricated from 1.6 mm thick Steel Sheet between Blast Room to Dust Collector and Dust Collector to Exhaust Fan Inlet shall be supplied. The exhaust ducting should be of minimum 8meter height. Ducting shall be fitted with all the necessary flow control valves and low velocity extraction boxes. Porthole and platform cum ladder shall be attached to the

exhaust stack for facilitating emission monitoring. Exhaust air should not contain any volatile material. Ducts shall be designed with stringent safety norms to prevent fire and explosion. Ducting system shall be designed to suit the site layout as per the attached GA Drawing at **ANNEXUTRE-1**.

- 3.5.17 **Motor Control Panel:** The motor control panel shall be a centralized control panel housed with switchgear items. The motor control panel shall be mounted with suitable rating switch Fuse Unit for incoming supply. Individual MCB and thermal overload relay shall be mounted for motor below 12.5HP.
- 3.5.18 **Wiring & Cabling:** Cabling to equipment's from the panel shall be through cable trays. Flame resistant wiring shall be done for electrical items.
- 3.5.19 **Vacuum Abrasive Recovery System:** To be cleaned and should be made in working condition. Tools, Spares, Material required to repair/overhauled/renew is in the suppliers Scope.

3.6 Tunnel:

- 3.6.1 Existing Tunnel Enclosure need to be replaced as per the present specification Tunnel walls are formed of prefabricated MS Sheet. Each wall panel is individual replaceable and the sections are bolted together on assembly. Wall panels and ceiling panels are fabricated from 3.15 mm and 2 mm thick steel sheet respectively.
- 3.6.2 Main Door duly rubber lined for Tunnel: Qty: 2 Nos. Door [in two leaves] with frame shall be provided on both sides of tunnel. The door shall be fabricated from 2.00 mm MS sheet suitably engineered and constructed for rigidity. The door is pasted with 3 mm rubber sheet for protection against abrasion.
- 3.6.3 Illumination: Metal Halide fitted with fixture is provided at suitable location for illumination of blast room. The fittings shall be provided with suitable wire mesh and glass.
- 3.6.4 Exhaust System: Axial Flow fan is provided at top to suck the dust and clean air is discharged into the atmosphere. Exhaust Duct & Canopy is also provided which is fabricated with 1.5mm Thick MS Sheet.

3.7 PAINT SPRAY BOOTH SYSTEM:

- 3.7.1 **Dismantling:** The major components of painting booth need to be dismantled are enclosures with Main Door, Vestibules in between paint booth, Rubber lining for all four-side wall of paint booth, Metal halide lamps, Fresh Air intake Pre-Filter Grating & Disposable Type Paint Trap Filter Exhaust System Outlet Duct Motor Control Panel Manual Push Pull Trolley with Fixed Hooks & I beam Monorail, Axial flow fan at top of the tunnel with outlet duct and canopy, Dehumidifier. The Layout of existing enclosure attached at **ANNEXUTRE 1** for the reference.
- 3.7.2 On completion of civil work, painting chambers to be reinstalled at the previous position.
- 3.7.3 **Paint Booth System Features:**
 - 3.7.3.1 **Type:** The Vertical Down Draft (the direction of flow of the air is towards the floor of spray booth) Paint Spray Booth is suitable for conventional, air less and electronic spray painting and it consists of painting chamber, Inlet Air Filter, Paint Trap Filters, axial flow fan, electric motor duct and canopy etc. The design of paint booth will be of vertical down draft type paint booth with disposable paint trap filters on the floor. The intake air into the paint booth is filtered by intake filter to avoid foreign particle deposition on the painted surface. The intake air is sucked into the room by the extraction modules located on the floor. The paint booth shall be removable type with adequate size and numbers of Lifting eyes for easy lifting and shifting.
 - 3.7.3.2 **Function** Maintains dust levels to minimum, prevents spreading of paint and maintains clean air at the operators breathing level. Collects over sprayed paint, solid and discharge solvent fumes outside the building. Reduces fire hazard.
 - 3.7.3.3 **Enclosure:** Spray booth is of rectangular shape rigid bolted construction. The structure is self —supporting and will not need supporting foundation except fixing bolts. Fabricated out of 1.5 mm thick M.S. Sheet panels bolted with structural steel for rigidity.
 - 3.7.3.4 **Main Door on one side wall:** Door [in four leaves] with frame shall be provided on one side of the booth. The door shall be fabricated from 2.00 mm MS sheet suitably engineered and

constructed for rigidity. Each leaf of door shall be provided with vision window of Size 200 mm x 200 mm x 6mm thick and provided with wire mesh.

3.7.3.5 **Vestibules:** Vestibules will be provided width wise exactly at the center of the paint room. Vestibules can move in both directions for some emergency or special requirement.

3.7.3.6 **Lighting for Painting Booth:** Painting Booth is to be fitted with ATEX certified (Or equivalent) flame proof lights. Lighting in painting chamber is extremely important to ensure good visibility of all components to be processed. Therefore, sufficient quantity of lights is to be fitted to get desired illumination. In addition to above, 10 sets of 24 V portable lighting sets are to be provided. Illumination switch panel is mounted on R.H. side of the room near the door at suitable location and is housed with switches.

3.7.3.7 **Fresh Air intake Pre-Filter:** Incoming air is filtered through pre filter. These filter panels are coarse filters around 15 microns' filter fitted on top of roof to remove suspended fiber's & dust particles. These filters need to be cleaned bi-monthly by air washing depending on dust accumulation and shall require to be changed once in a year.

MEDIA SPECIFICATIONS:

Frame: GI housing

Construction: Multiple Layers of Wire Mesh

Pressure drops: 30 mm WC

Filter Class: EU-2

3.7.3.8 **Fresh Air Intake After Filter:** Filter air then passes through after filter. Filter media for after filter Thermal Bonded Non-Woven Synthetic Media suitably supported with expended wire mesh. EU-5 filters stop dust to the range of particle size of 5 microns. Life of these filters is one year.

MEDIA SPECIFICATIONS:

Material .. Thermal Bonded Non-Woven Synthetic Media

Dust Holding 450 G/SQM

Thickness .. 18-20 mm

Pressure Drop 25 mm WC

Filter Class: EU-5

3.7.3.9 **Grating & Disposable Type Paint Trap Filter:** The Paint Trap Filters are fitted below the floor grating. Trap filters are supported on square wire mesh. The flow of air is directed to carry the overspray and paint fumes over the paint trap filters. The disposable Type system enables quick removal & replacement. Life of these filters shall be 4-6 months (approx.)

MEDIA SPECIFICATIONS:

Material : Fiber Glass — Progressive Structured

Colour: Yellow / White

Dust holding: 1000 G / SQM (DRY) and 2500 G / SQM (WET)

Class : EU - 4

Thickness: 60 mm

Pressure Drop: 30 mm WC

3.7.3.10 **Exhaust System.:** Axial Flow Fans are provided at both sides to suck the fume and clean air is discharged into the atmosphere. Outlet Duct: Exhaust duct and canopy is fabricated with 1.6 mm thick M.S. Sheet shall be of minimum 8-meter height.

3.7.3.11 **Motor Control Panel:** The motor control panel shall be a centralized control panel housed with switchgear items. The motor control panel shall be mounted with 1 No suitable rating switch Fuse Unit for incoming supply. Individual MCB and thermal overload relay shall be mounted for motor below 12.5 HP.

3.7.3.12 **Wiring & Cabling:** Cabling to equipment from panel shall be through cable trays. Flame resistant wiring shall be done for electrical items. Wiring from motor control panel to paint booth shall be provided.

- 3.7.3.13 **Manual Push Pull Trolley with Fixed Hooks with Manual Trolleys:** Manual Push Pull Trolley with Fixed Hooks with Manual Trolleys will be provided inside the pant booth for job movement / lifting the job. I Beam Mono rail (Lengthwise & additional I beam) with structure to support 20 Kg load. I Beam Mono rail is provided so that vendor can reorient the job inside the paint booth on the hooks.
- 3.7.3.14 **Equipment Supply for Painting Booth:**
- 3.7.3.14.1 New Airless Spray-painting machine to be supplied Qty 02 Nos
 - 3.7.3.14.2 Minimum one Airless Spray-painting machine of ratio 70: 1 and minimum one of ratio 60: 1 are to be provided with all necessary spares and accessories (ready to use) required for commissioning and operation during warranty period.
 - 3.7.3.14.3 Apart from painting machine, additional accessories (Ready to use) common for both painting machines to be supplied by the vendor.
 - 3.7.3.14.4 Airless Spray Gun, Airless Spray Gun Tip Extension with suitable nut and seal, Turn clean nozzle of Tungsten Carbide, nozzle holder, painting hose, filter cassette. Supplier has to give list of recommended spares with unit price for our reference.
 - 3.7.3.14.5 Any work components, equipment even if not mentioned specifically, but required to undertake the task is to be consider as part of the scope of work by the supplier and **supply of these equipment** is in vendor's scope. MDL supplied documents are for reference and concept definition only.
 - 3.7.3.14.6 Technical Specification Attached at the **ANNEXTURE III.**
- 3.7.3.15 Compressor with air dryer & air filter for Blast Room & Paint booth.
- 3.7.3.15.1 Compressor shall be the common source of power for providing clean breathing air for operatives, air wash unit, operating valves, accessories, etc. Hence the air compressor must be able to deliver and maintain the required air volume and pressure required by various machines or equipment provided by the supplier during the blasting or painting operations.
 - 3.7.3.15.2 MDL has Ingersoll Rand Make compressor of Model R 90 1X7.5 AC Capacity-16.71 Ch.M./Min. Rated operating pressure 7 Bar. Max discharge pressure 7.5 Bar.
 - 3.7.3.15.3 Presently its fully operational. The contractor has to overhauled it and re-installed at the same location. Civil work required for the foundation is in the vendor's scope.
 - 3.7.3.15.4 Any oil/coolant/etc. required for commissioning or setting to work of the system shall be in supplier's scope of supply Compressor with all accessories need to be cleaned, painted and set it to working condition is in the supplier's scope of supply.
 - 3.7.3.15.5 Technical Specification is attached at the **ANNEXTURE-IV**
- 3.7.3.16 **Dehumidifier for Blasting Cabin and Paint Booth**
- 3.7.3.16.1 Dismantling existing dehumidifier along with all mounting, ducting is in vendor scope. Supply of New Dehumidifier (with the same specification as earlier or better than the existing), Blower with flexible ducting units for Blasting Cabin and Painting Booth each with the consideration of volume and required humidity is between 50 and 60 % is in supplier's scope of supply. Ducting, Trolley for mounting, Spares and Accessories is in supplier's scope of supply.
 - 3.7.3.16.2 Control panel should clearly indicate inside humidity and temperature for both the blasting and painting booth.
 - 3.7.3.16.3 Humidity is maintained between 50 to 60% during the working of both the chamber.
 - 3.7.3.16.4 Painting of Machine and Equipment's: Inside and outside surface of equipment's to be cleaned, sandering surface preparation to be done and be given two coats of Epoxy primer. Final coat on exterior of the system is PU paint which will be painted at Site before Commissioning. Shade: Feroza Blue. Same

shade of paint is applied on outside the enclosure, ducting outside with proper surface preparation to have uniform look.

4. Operation and Maintenance of Chamber:

- 4.1 Bidder has to operate and maintain the system for three years after successful commission of refurbishment.
- 4.2 Bidders have to depute blasters and painter to blast structures in blasting chamber. Approximate surface area for blasting and priming is 5000 sq meter (Surface grade Sa2.5 & roughness MG) for three years from the date of commissioned accepted by MDL. (Blasting media is in the vendor scope).
- 4.3 Bidders have to depute blasters and painter for blasting and priming of pipe in running meters (Blasting media is in the vendor scope) Approximate surface area for blasting and priming of pipe is 5000 meter for three years from the date of commissioned accepted by MDL.
- 4.4 Bidder has to repair & replace the defective /worn out items during this period.

5. Warranty

Total facility including all structures, machine and equipment made for the blasting and painting chamber shall be warranted by the supplier against damage or failure due to any defect(s) in design, material or workmanship for a period of 36 months of machine and or equipment running, from the date of commissioning and acceptance. Any breakdown or visit as and when required during warranty period to be attended within 48 hrs. of intimation, failing which a penalty of Rs. 10,000/- per day will be charged.

6. General Scope of Work.

- 6.1 The bidders should provide all the necessary instruments and required facilities to the inspection authority for purpose of carrying out the inspection at supplier's works.
- 6.2 Inspection will be carried out at various stages as per approved QA plan or TNC discussions.
- 6.3 MDL inspection authority will have the rights to check any additional point or carryout additional test.
- 6.4 MDL inspection authority will check and clear parts for proper fittings and tolerance before assembly.
- 6.5 This inspection also includes visual inspection of parts at site to ensure their safe arrival and clearance for preparing them for erection.
- 6.6 Erection is to be carried out as per approved drawing. by MDL Inspection Authority.
- 6.7 Welds shall have no cracks. Welding has to be defect free and enclosure will be tested for water leakage.
- 6.8 Complete work i.e., fabrication, installation including workmanship should be at satisfactory level.
- 6.9 Electricity, Compressed Air, Scaffolding materials, available cranes, Slings, Loads will be supplied by MDL free of cost. However, for lifting shifting, the manpower is to be arrange by the bidder only. All other materials, facilities including tools & tackles shall be arranged by the bidder
- 6.10 Any spares / items required during modernization, refurbishment overhauling, repairs are to be supplied by the contractor and bidders need to be quoted for such, along with technical bid
- 6.11 Any consequential damage / defect or loss of items due to poor workmanship/ poor material quality/negligence etc. attributable to the bidder be made good by the party free of cost.
- 6.12 All handling of materials including loading / unloading and storage / security will be contractor's responsibility
- 6.13 Following Documentation to be supplied in quadruplicate
 - 6.13.1 GA drawing wherever applicable and required.
 - 6.13.2 As fitted drawing.
 - 6.13.3 Technical details
 - 6.13.4 Operation and maintenance manual.
 - 6.13.5 List of components / parts and details.
 - 6.13.6 Electrical connections with components layouts and technical specifications.
 - 6.13.7 Trouble shooting and their remedies
 - 6.13.8 Three years' maintenance spares

7. Workmanship and other requirements:

- 7.1 The bidders have to deploy qualified / trained personnel like structural fitters, welders for various fabrication and welding jobs to produce good quality of job.
- 7.2 All material used in the manufacture of the equipment/machines shall be specified and procured specifically, for this contract.
- 7.3 The workmanship for the fabrication of all equipment/machines shall not be compromised with respect to efficiency as well as aesthetics.
- 7.4 Complete start-up and commissioning of equipment and utility; including all commissioning report, documentation of testing and resulting adjustments, and documentation of final operating parameters and / or/ set-points shall be provided by the contractor.
- 7.5 Inspection during fabrication and welding will be carried out as per IS 822 — 1970.
- 7.6 Welded seams of enclosure / container will be checked by MDL QA authority.
- 7.7 All the sections and plates after fabrication should be free from twists, buckling, dints, etc.
- 7.8 MDL Inspection authority shall check-up dimensions and tolerance.
- 7.9 Any breakdown during warranty should be attended within 24 hrs.
- 7.10 All modification / renewals are to conform to IS 3177 Class II. MDL may witness/inspect at random or all tests / activities being carried out at party's premises or at MDL. Bidder has to arrange for all tests and inspections to be carried out by MDL.
- 7.11 Bidders are required to submit complete details item wise, under the heads Refurbishment and replaced / renewed the same.
- 7.12 Any alteration/repair/replacement not expressed in the scope of work but implied/ necessitated during the execution of the order has to be carried out by the party.
- 7.13 Bidders will submit the detailed technical specifications with the catalogues such as GA drawings, Electrical drawings for control panels and electrical circuit, and maintenance manuals, trouble shooting, defects rectification in respect of above plants in quadruplicate. Testing and commissioning reports are to be submitted in quadruplicate.
- 7.14 All enclosures, structures, metal works, metal part (covers) of machines, equipment, PCC, MCC, etc. shall be blasted to Sa2.5 and painted with an epoxy base high corrosion resistance primer (liquid or powder). The finishing paint (liquid/powder and in a light pastel colour agreed and confirmed by MDL) shall be an epoxy/PU base paint. The minimum DFT of the system shall be 250 microns. The finish shall be free from imperfections like pinholes, orange peel, runoff sags, etc. Paint Certificates indicating the parameters maintained and the painting scheme applied shall be provided for MDL records, for all instances of painting. All machines shall be finished by the same shade of paint to bring uniformity unless confirmed otherwise.
- 7.15 Thorough Cleaning of complete chamber and M&E facility shall be done by the contractor before equipment start-up which shall include but not limited to, interior of ventilation ducts and process air ducts, all process equipment and building / support structures. All equipment must be thoroughly cleaned before installing or reinstalling. The scope shall cover roof to floor and wall to wall

8. Scope of supply of bidder:

- 8.1 All manpower required for Refurbishment has to be supplied by the contractor.
- 8.2 MS Plates IS 2062 and other MS structural steel items with material test certificate.
- 8.3 Blasting of plates and structures to be arranged by the contractor.
- 8.4 All components. being replaced. to be supplied by the contractor -However the prices for all spares are to be quoted along with the tender.
- 8.5 Necessary Welding Machine's, welding / gas cutting tools, chain blocks, required for these jobs to be arranged by the contractor.
- 8.6 Consumables like electrodes — E 7018, oil, grease, cotton waste; oxy-acetylene gas, etc. are to be arranged by the bidders.
- 8.7 All scraps, debris or waste materials to be dumped at the designated places at the end of day work.

- 8.8 Necessary instructions and guidance/training to familiarize, operate and maintain the machines/equipment shall be given by the supplier/OEM representative to MDL personnel.
- 8.9 The contractor shall install and commission the facility as a "Turnkey" job.
- 8.10 The contractor shall be responsible for all facets of project planning, engineering, drawing, fabrication, supply, construction, installation, inspection/testing, transportation from manufacturer's site and subsequent clearance, off load, safe storage, transport and move to erection site, onsite assembly and erection, civil work related to erection, temporary and enabling works, obtaining approvals and commissioning of the system with all necessary peripherals and associated work as necessary to meet the performance criteria and project requirements for successful completion and satisfactory performance of the entire system as presented under this Full ("Turnkey") contract.
- 8.11 The above scope of work though comprehensive for all systems, equipment and components necessary for this Full Turnkey Contract, however, it is the Contractor's responsibility to fully comprehend the scope of work and identify and bring about all items required to meet the requirements of this contract. Field investigations of each area are required to ensure the contractor has a full understanding of the scope. Any work _____ components, equipment even if not mentioned specifically in this scope, but required to undertake the task is to be consider as part of the scope of work by the supplier and complete the design and supply of these equipment. MDL supplied documents are for reference and concept definition only. The bidder shall make necessary field measurements to ensure accuracy and consider the same in the offer.
- 8.12 All enclosures, structures, metal works, metal part (covers) of machines, equipment, PCC, MCC, etc. shall be blasted to Sa2.5 and painted with an epoxy base high corrosion resistance primer (liquid or powder). The finishing paint shall be an epoxy [PU base paint. The minimum DFT of the system shall be 250 microns. The finish shall be free from imperfections like pinholes, orange peel, runoff sags, etc. Paint Certificates indicating the parameters maintained and the painting scheme applied shall be provided for MDL records, for all instances of painting. All machines shall be finished by the same shade of paint to bring uniformity unless confirmed otherwise.
- 8.13 Thorough Cleaning of complete chamber and M&E facility shall be done by the contractor before equipment start-up which shall include but not limited to, interior of ventilation ducts and process air ducts, all process equipment and building / support structures. All equipment must be thoroughly cleaned before installing or reinstalling. The scope shall cover roof to floor and wall to wall.
- 8.14 All engineering work shall conform to the greatest extent possible with the processes identified within this package. The Contractor shall investigate "state of the art" technology to produce a system capable of blasting and painting the highest quality product in an efficient, cost-effective manner.
- 8.15 The Contractor shall be conscious of maintenance and housekeeping requirements for the various systems, ergonomics, fall hazard control, lockout and safety requirements, as well as employee safety.
- 8.16 The supplier personnel shall comply with MDL safety, security, HR and Factories Act rules and regulations. The contractor shall ensure the safety of its operatives by providing necessary safety gears.

9. Scope of MDL supply

- 9.1 Necessary assistance like crane, forklift, power supply, compressed air and scaffolding materials will be provided by MDL free of cost.
- 9.2 Everything else including what has not specifically been mentioned in this technical specification will be in supplier's scope of supply, It is the sole responsibility of the supplier to complete and prove the systems to the desired capacities as specified in this technical specification.

10. Commissioning of blasting and painting Chamber.

- 10.1 Supplier shall be responsible for installing, setting to work and commissioning of the machine on actual job at MDL. The firm is solely responsible if the installation period extends due to any reasons not attributed by MDL
- 10.2 All commissioning personnel required during installation/commissioning to be in supplier' s scope and at suppliers' cost. All consumables required during commissioning of the system will be in supplier's scope

of supply. Any oil/coolant/etc. required for commissioning or setting to work of the system shall be in supplier's scope of supply.

- 10.3 The entire Blasting and Painting chamber will be considered for commissioning only when the entire systems are installed, set to work, tested, loose items delivered, documentations delivered, systems inspected to their capacities and deliverables, approvals of statutory and local government bodies obtained and formalities completed.
- 10.4 The supplier shall also provide the know-how of operation and maintenance, including health and safety provisions of the installed machines, equipment and controls to MDL nominated personnel
- 10.5 The supplier will provide following Training at MDL after installation and commissioning of the complete system at MDL from 7.30 AM to 16.00 hrs on working days.
 - Blasting & Spray Training (Theoretical and Practical).
 - Cleaning Quality Assessment Training.
 - System Operation Training after installation.
 - System maintenance and troubleshooting training (4 persons)

11. Test and Trials:

- 11.1 It is essential and mandatory that the bidder undertakes following test and trial after the commissioning/ installation of blasting and painting chamber
- 11.2 Internal Inspection: All internal surfaces including pipelines, joints, valves and nozzles must be checked for abrasion, corrosion.
- 11.3 Lighting and Visibility Test: All chamber lighting must operate at 100%. Illumination level should be minimum 500 lux measured at any location in all cells for consistent safe visibility
- 11.4 Breathing Air and CO Monitor checks: Test breathing filters and CO. Test confirm that ventilation, air supply and carbon monoxide level meet safety standard.
- 11.5 Dust Emission Testing: Testing to be done during operation to monitor dust, particulate and heavy metal emission in compliance with MPCB Maharashtra Pollution Control Board.

12. Quality Assurance Plan:

- 12.1 The Contractor shall ensure that his detailed Quality Assurance Plan is prepared prior to the Commencement of the Work. The Quality Assurance Plan shall comply with ISO 9000 standard or equivalent.
- 12.2 The Supplier shall submit to MDL for approval the detailed Quality Assurance Plan document within 3 days from the receipt of PO.
- 12.3 The detailed Quality Assurance Plan document shall include detailed procedures and processes relating to assuring quality for any and all aspects of the Works.
- 12.4 The Supplier shall maintain and revise the detailed Quality Assurance Plan document throughout the period of the Works to address any modifications or additions to the works. Any such revision shall be submitted to MDL for approval within 2 days of the identification of said modifications or additions to the Works.
- 12.5 Inspection work will be carried out by MDL as per the approved QAP.

13. Delivery

- 13.1 The overall time frame for this turn-key contract is 6 months including commissioning from the date of receipt of confirmed MDL Order.
- 13.2 The contractor shall develop and submit a comprehensive schedule indicating milestone dates for project implementation. Performance of the contractor shall be evaluated vis-à-vis with this schedule later. Milestone chart shall be submitted along with offer.

- 13.3 Fortnightly meetings shall be attended by the Contractor in MDL premises from the date of award of contract till completion.

14. Bid Rejection Criteria:

- 14.1 Bidders are requested to visit site and check the function, operation, installation arrangement and collect the required data which will help to Refurbish, Renewal, Modernization, design, fabricate, supply, erect and quote for execution of job and Bidder has to submit the visit report along with the Bid / offer as per the **ANNEXTURE-V**
- 14.2 Bidders are requested to submit technical specification detailed drawings along with technical bid. Drawings for new blasting arrangement i.e. direct pressure blast equipment's, abrasive recovery unit / bucket elevator, dust collector, electrical control panel etc. are to be submitted for approval to Prod-EY dept. along with Technical Bids.
- 14.3 Non submission of documents or details as per requirements mentioned above or the requirements mentioned in preceding paragraphs shall be considered as supplier's inability/casual attitude towards understanding and comprehending the TSP requirements and hence execution will be of similar sloppy, undesired and unwarranted nature and thus shall be liable for rejection.
- 14.4 MDL will carry out a detailed evaluation of the responsive bids in order to determine whether the technical aspects are in accordance with the requirements set forth in the Bidding Documents. In order to reach such a determination, MDL will examine and compare the technical aspects of the bids on the basis of the information supplied by the bidders. The documents furnished by the bidder shall be examined for overall completeness and compliance with the Technical Specifications; quality, function and operation of any process, controls and concepts included in the bid. The bid that does not meet the complete technical specifications, as defined in the bid document, or substantiate the technical requirements specified will be liable for rejection. Bids which are overdesigned w. r. t. power consumption or bids requiring additional space over and above the allocated area can be out-rightly rejected.
- 14.5 Any other condition specifically mentioned in the tender documents elsewhere, then non-compliance of that clause, shall lead to rejection of the bid.

15. Technical Pre-Qualification Criteria

Technical Pre-Qualification Criteria for the prospective bidders are as follows:

- 15.1 The bidder should have experience of supply, erection, testing and commissioning of at least Two (02) Nos. of blasting and painting chamber (Consists of shot blasting machine, painting machine, screw conveyor, bucket elevator, ventilation system, dust collector, vacuum recovery system, dehumidification system) for value of min. 100 lakhs in a single order during the last Ten (10) years, from the tender closing date for similar work completed.
- 15.2 Bidder should have minimum three (03) year of experience in operation and maintenance of similar facility (mentioned above) or similar work.
- 15.3 Bidder shall submit copy of Purchase Order (PO)/ Work Order (WC)) and Commissioning Report/ Completion Certificate issued by the client.

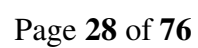
16. Work Completion Certificate

- 16.1 The actual quantum of work shall be as per the requirement at site, as specified by MDL or (Hull-EY).
- 16.2 All work is to be carried out only as per the instruction of OIC (Hull-EY) and his authorized representative in accordance with the terms of the order.
- 16.3 Payment shall be applicable only, after the successful commission of each system mentioned in the technical scope and PARA 10. .
- 16.4 On satisfactory completion of work mentioned in the Scope the firm has to obtain a detailed "Work Completion certificate" duly signed by the OIC (Hull-EY) not below the rank of CM.

17. Terms of Payment

As per clause 10 of the tender.





Technical Specification for spray painting machine of ratio 70:1

1	Pressure ratio	:	70: 1 Minimum
2	Output per cycle	:	180 CC Minimum
3	Motor	:	Pneumatically operated
4	Maximum working pressure	:	7250 si (500bar)
5	Maximum air input pressure	:	100 si (7 bar)
6	Maximum free flow output	:	32 lit/min
7	Heavy duty cart mounted and with fluid suction hose with pail siphon tube, with built in filler & air control	:	
8	Pulsation	:	Less than 1/15 of second changeover.
9	Noise level	:	Maximum 90 Db

Technical Specification for spray painting machine of ratio 60:1

1	Pressure ratio	:	60: 1 Minimum
2	Output per cycle	:	200 CC Minimum
3	Motor	:	Pneumatically operated
4	Maximum working pressure	:	6000 psi (475bar)
5	Maximum air input pressure	:	10 psi (7 bar)
6	Maximum free flow output	:	38 lit/min
7	Heavy duty cart mounted and with fluid suction hose with pail siphon tube, with built in filler & air control	:	
8	Pulsation	:	Less than 1/15 of second changeover.
9	Noise level	:	Maximum 90 Db

Technical Specification of Compressor

COMPRESSOR MODEL	:	R901-X7.5AC
CAPACITY	:	16.71 CU MIMIN
RATED OPERATING PRESSURE	:	7.0 BARG
MAX. DISCHARGE PRESSURE	:	7.5 BARG
MAX. MODULATE PRESSURE	:	7.5 BARG
NOMINAL DRIVE MOTOR	:	90 KW
NOMINAL FAN MOTOR	:	
TOTAL PACKAGE AMPS	:	181
VOLTS	:	400
PHASE HERTZ	:	3/50
CONTROL VOLTAGE	:	110
SERIAL NUMBER	:	21181710
CONTRACTOR AMP RATING	:	
ASSEMBLY AMP RATING	:	XXX
LOCKED ROTOR AMP RATING OF ASSEMBLY	:	1464

SITE VISIT DECLARATION FORM

(Form to be prepared by the bidders on their letter head and to be uploaded in ONLINE BID)

Ref: Tender No.:

Item Description: - Procurement of services for Refurbishment, Modification and Upgradation of the existing Blasting and Painting Chamber located in front of Pipe shop at East Yard of MDL

We have visited MDL site and understood the scope of work given in the tender, discussed with CM (EY-Hull) in line with requirement, taken all the easurements. We also confirm herewith that our quoted price / rates is in line with the required scope of work.

COMPANY NAME.....

SIGNATURE.....

NAME.....

DESIGNATION.....

SEAL OF THE COMPANY.....

DATE.....

SEAL OF THE COMPANY.....

DATE.....

Reputed make list of bought out items:

Apart from the quality bench mark (make of the equipment) specified in this scope at a relevant paragraph, some of other specifications/makes of Machinery/ Equipment/ Accessories to be provided for the system are as below:

Sr. No.	Machinery/Equipment/ Accessories	Benchmark
1.	Electric Induction Motor	Siemens/ NGEF/ Crompton Greaves/ Kirloskar Electric/ Baldor/ L&T/ GE/ ABB/ BHEL/Westing House/ Bharat Bijlee
2.	Variable Frequency Drives	Allen Bradley/ Siemens/ ABB/ Schindler/ Danfoss
3.	Stationery Air Compressor	Atlas Copco/ Ingersoll Rand/ Comp Air/ ELGI/Kirloskar
4.	Air Driver	Atlas Copco/ Ingersoll Rand/ Comp Air/ ELGI/Trident
5.	Fans (Centrifugal/Vane-Axial)	ABB/ Nadi/ C Doctor/ Flakt/ Omega
6.	MS Piping	Conforming to ASTM A106
	MS Pipe Fitting	Conforming to ASTM A234
7.	Bearing	SKF/ FAG/ NBC/ NSK-RHP/ Timken/ KYK
8.	Cement	Ultratech/ Ambuja/ Birla/ L&T/ ACC
9.	Structural Steel	Tata/ Sail/ Jindal/ RINL Vizag/ Essar

Rate sheet

Sl. No.	Service Description	QTY.	Unit	HSN Code	GST %	Unit Price (Rs)	Total Price (Rs)	Total Price inclusive of GST (Rs)
10	Dismantling, Removal of Existing blasting enclosure with all accessories like screw conveyor, dehumidifier, AC, hopper, ventilation duct, bucket elevator, media Separator, dust collector etc.	1	NOS			Quoted/Not quoted'	Quoted/Not quoted'	Quoted/Not quoted'
20	Dismantling, Removal of Existing painting booth, tunnel, with all accessories like dehumidifier, paint fume filter system, ducting, control panel, illumination system, etc.	1	NOS			Quoted/Not quoted'	Quoted/Not quoted'	Quoted/Not quoted'
30	Civil Work: Providing and laying cement plaster (in 2 coats) 20mm thick in C.M. 1:3 on external surface of suction trench including dismantling of damaged plaster including mixing of water proof chemical as per manufacturing specification with proper curing.	100	M2			Quoted/Not quoted'	Quoted/Not quoted'	Quoted/Not quoted'
40	Dismantling existing damage floor concrete and levelling the surface with 100 mm thick PCC (1 :2:4) in flooring including required surface preparation, curing etc. all complete	200	M2			Quoted/Not quoted'	Quoted/Not quoted'	Quoted/Not quoted'
50	Repair, installation, commissioning, set to work the blasting enclosure with all associated equipment's, machinery such as blasting hopper, screw conveyor, media recovery, dust collector including ducting, etc.	1	NOS			Quoted/Not quoted'	Quoted/Not quoted'	Quoted/Not quoted'
60	Repair, installation, commissioning, set to work the painting booth with all associated equipment's, machinery such as air less spray-painting machine, dehumidifier, ventilation system, paint fumes filter system, control panel, wiring, paint filter bags etc.	1	NOS			Quoted/Not quoted'	Quoted/Not quoted'	Quoted/Not quoted'
70	Repair, installation, commissioning, set to work the Air Compressor.	1	NOS			Quoted/Not quoted'	Quoted/Not quoted'	Quoted/Not quoted'

						quot ed'	quot ed'	
80	Supply and Commission of dehumidifier for blasting and painting Booth	1	NOS			Quot ed/N ot quot ed'	Quot ed/N ot quot ed'	Quoted/Not quoted'
90	Supply and Installation of lights in blasting and painting enclosure. (Lights should be dust proof, water proof and fire proof. Illumination should be minimum 500 lux in both the enclosure).	15	NOS			Quot ed/N ot quot ed'	Quot ed/N ot quot ed'	Quoted/Not quoted'
100	Supply and Installation of rubber lining 2 to 3 mm thick 1200/ 1400mm width on side walls in both the enclosures.	150	M2			Quot ed/N ot quot ed'	Quot ed/N ot quot ed'	Quoted/Not quoted'
110	Supply and installation of 12 mm chequered plate on the floor.	100	M2			Quot ed/N ot quot ed'	Quot ed/N ot quot ed'	Quoted/Not quoted'
120	Blasting and priming of pipes. (Blasting media is in the vendor scope)	4000	M			Quot ed/N ot quot ed'	Quot ed/N ot quot ed'	Quoted/Not quoted'
130	Blasting and Priming of structure inside the chamber. Surface Grade: Sa2.5 Roughness: Medium M Blasting Media: Fused Alumina or Steel Grit	4000	M2			Quot ed/N ot quot ed'	Quot ed/N ot quot ed'	Quoted/Not quoted'
Total Value								

Note: i) Bidder to mention HSN code, GST% & 'Quoted/Not quoted' remark at rate column against each line item and submit Enclosure-2 in their offer.
ii) Bidder to submit the prices inclusive of all taxes & duties in GeM port

GENERAL CONDITIONS OF CONTRACT (GCC) FOR GOODS

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

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

The word 'Owner' means the person or authority with whom Mazagon Dock Shipbuilders Limited (Purchaser) has contracted to carry out work in relation to which orders are placed by the Purchaser on the Bidder/Supplier/Contractor under this contract for supply or manufacture of certain items and would include Department of Defence Production, Ministry of Defence, Government of India, the Indian Navy, the Coast Guard and any other specified authority.

Unless otherwise indicated specifically by the bidder / contractor in his bid, it shall be construed as his acceptance of all the conditions mentioned in this GCC.

1. TENETS OF INTERPRETATION:

Unless where the context requires otherwise, throughout the contract:

- (a) The heading of these conditions shall not affect the interpretation or construction thereof.
- (b) Writing or written includes matter either whole or in part, in digital communications, manuscript, typewritten, lithographed, cyclostyled, photographed, or printed under or over signature or seal or digitally acceptable authentication, as the case may be.
- (c) Words in the singular include the plural and vice-versa.
- (d) Words importing the masculine gender shall be taken to include other genders, and words importing persons shall include any company or association or body of individuals, whether incorporated or not.
- (e) Terms and expression not herein defined shall have the meanings assigned to them in the Contract Act, 1872 (as amended) or the Sale of Goods Act, 1930 (as amended) or the General Clauses Act, 1897 (as amended) or of INCOTERMS, (current edition published by the International Chamber of Commerce, Paris) as the case may be.
- (f) Any reference to 'Goods' shall be deemed to include the incidental Works/Services also.
- (g) Any generic reference to GCC shall also imply a reference to TEF as well.
- (h) In case of conflict, provisions of TEF shall prevail over those in GCC.
- (i) Any reference to 'Contract' shall be deemed to include all other documents (inter-alia GCC, TEF).
- (j) Any reference to any legal Act, Government Policies or orders shall be deemed to include all amendments to such instruments, from time to time, till date.
- (k) Fall Clause shall be expressly applicable in the case of Rate Contract.

2. LANGUAGE OF CONTRACT:

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

3. GOVERNING LAWS AND JURISDICTION:**3.1 Governing Laws and Jurisdiction**

- (a) This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Laws of India for the time being in force.
- (b) Irrespective of the place of delivery, or the place of performance or the place of payments under the contract, the contract shall be deemed to have been made at the place from which the Purchase Order/Contract/Letter of Intent has been issued. The courts of such a place shall alone have jurisdiction to decide any dispute arising out or in respect of the contract.

3.2 Changes in Laws and Regulations

Unless otherwise stipulated in the contract, if after the last deadline for the bid submission (Techno-commercial), any law, regulation, ordinance, order or bye-law having the force of law is enacted, promulgated, abrogated, or changed in India (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/ or the contract Price, then such Delivery Date and/ or Contract Price shall be correspondingly increased or decreased, to the extent that the contractor has thereby been

affected in the performance of any of its obligations under the contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable.

4. CONFIDENTIALITY, SECRECY AND IPR RIGHTS:

(a) IPR Rights

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

(b) Confidentiality

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

(c) Secrecy

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

(d) Obligations of the contractor

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

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

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

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

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

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

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

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

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

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

5. PERMITS, APPROVALS AND LICENSES:

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

6. TRANSFER OF TITLE OF GOODS:

(a) Unless otherwise stated in the contract, notwithstanding any inspection and approval by the Inspecting Officer on the contractor's premises, or any payments made to the contractor, property in the Goods (and resultant rights

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

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

7. EXTENSION OF DELIVERY PERIOD:

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

(b) Conditions for Extension of Delivery Period

When the period of delivery is extended due to unexcused delay (Note: please ensure that unexcused delay is defined. Otherwise replace "unexcused delay" with the "delays attributable") by the contractor, the amendment extending the delivery period shall, inter alia, be subject to the following conditions:

(i) Liquidated Damages

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

(ii) Denial Clause

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

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

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

(c) Liquidated damages

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

8. DEFAULTS, BREACHES & TERMINATION OF CONTRACT:

Termination due to Breach, Default, and Insolvency

(a) Defaults and Breach of Contract

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

1. 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.

2. 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.

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

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

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

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

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

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

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

(v) Prefer claims against insurances, if any.

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

(vii) Risk and Cost Procurement

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

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

9. CLOSURE OF CONTRACT:

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

10. COMMUNICATION AND LANGUAGE FOR DOCUMENTATION:

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

11. PRESERVATION AND MAINTENANCE:

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

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

12. FREIGHT AND INSURANCE:

(a) For Indigenous Bidders

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

(b) For Foreign Bidders

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

13. DEMURRAGE:

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

14. CANCELLATION OF TENDER:

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

15. PURCHASER'S PROPERTY:

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

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

16. REJECTION OF MATERIALS:

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

17. RECOVERY-ADJUSTMENT PROVISIONS:

Payment made under one order shall not be assigned or adjusted to any other order except to the extent agreed upon in writing by the Purchaser. During the currency of the contract, if any sum of money is payable by the Bidder / Supplier / Contractor the same shall be deducted from any sum then due or thereafter may become due to the Bidder / Supplier / Contractor under the contract or any other contract with the Purchaser.

18. INDEMNIFICATION:

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

19. TRANSFER OF SUPPLIERS / CONTRACTOR'S RIGHTS:

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

20. SUBCONTRACT AND RIGHT OF PURCHASER:

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

21. PATENT RIGHTS:

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

22. AGENTS/AGENCY COMMISSION:

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

23. USE OF UNDUE INFLUENCE / CORRUPT PRACTICES:

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

24. IMMUNITY OF GOVERNMENT OF INDIA CLAUSE:

It is expressly understood and agreed by and between M/s. (Bidder / Supplier /Contractor) and Mazagon Dock Shipbuilders Limited, Dockyard Road, Mumbai – 400 010 (MDL) is entering into this Agreement solely on its own behalf and not on the behalf of any person or entity. In particular, it is expressly understood and agreed that the Government of India is not a party to this Agreement and has no liabilities, obligations or rights hereunder. It is

expressly understood and agreed that MDL is an independent legal entity with power and authority to enter into contracts solely in its own behalf under the applicable of Laws of India and general principles of Contract Law. The (Bidder / Supplier / Contractor) expressly agrees, acknowledges and understands that MDL is not an agent, representative or delegate of the Government of India. It is further understood and agreed that the Government of India is not and shall not be liable for any acts, omissions and commissions, breaches or other wrongs arising out of the contract. Accordingly, (Bidder / Supplier / Contractor) hereby expressly waives, releases and foregoes any and all actions or claims, including cross claims, impleader claims or counter claims against the Government of India arising out of this contract and covenants not to sue Government of India in any manner, claim, cause of action or thing whatsoever arising of or under this Agreement.

25. EXPORT LICENCE:

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

26. BANNED OR DE-LISTED CONTRACTORS / SUPPLIERS:

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

27. DUTY OF PERSONNEL OF SUPPLIER/CONTRACTOR:

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

28. DISPUTE RESOLUTION MECHANISM AND ARBITRATION:

(a) Dispute resolution mechanism (DRM)

- i) Any dispute/differences between the parties arising out of and in connection with the contract shall be settled amicably by mutual negotiations at HoS/HoD level.
- ii) In case of non-settlement by (i) above, if at any time, before, during or after the contract period any unsettled claim, dispute or difference arose between the parties, upon or in relation to or in connection with or in any way touching or concerning this tender/agreement/order/contract, the same shall be referred to the concerned Functional Director. The Functional Director shall then nominate an Executive of the rank of General Manager whom he thinks fit and competent or a Committee of Executives who/which shall then scrutinise the claims/disputes that have been referred to the concerned functional Director and make efforts for amicable settlements by mutual discussions/negotiations.
- iii) In case no amicable settlement is arrived by (ii) above within a period of three months, then the contractor shall approach Public Grievance Cell and address the disputes as per the provisions made under the relevant clause of the contract.
- iv) In case the issues/disputes do not get settled within a period of six months from the date of submission of the dispute to the Grievance Cell, then the contractor may invoke Arbitration Clause of the contract.

(b) Arbitration:

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

29. JURISDICTION OF COURTS:

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

30. 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

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

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

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

35. EMPLOYEES' STATE INSURANCE ACT

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 modernisation / 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

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.

39. CODE OF INTEGRITY IN PUBLIC PROCUREMENT

Procuring authorities (including indenter) as well as bidders, suppliers, contractors and consultants should observe the highest standard of ethics and should not indulge in the following prohibited practices, either directly or indirectly, at any stage during the procurement process or during execution of resultant contracts:

39.1 Corrupt practice

Making offers, solicitation or acceptance of bribe, rewards or gifts or any material benefit, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process or contract execution.

39.2 Fraudulent practice

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

39.3 Anti-competitive practice

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

39.4 Coercive practice

Harming or threatening to harm, persons or their property to influence their participation in the procurement process or affect the execution of a contract.

39.5 Conflict of interest

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

39.6 Obstructive practice

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

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

To
 MAZAGON DOCK SHIPBUILDERS LIMITED
 COMMERCIAL DEPARTMENT (E.Y)
 TENDER ENQUIRY NO.: GEM/2025/B/6492013

TEF CLAUSE No.	BIDDER'S REMARK ACC/DEV	TEF CLAUSE No.	BIDDER'S REMARK ACC/DEV	TEF CLAUSE No.	BIDDER'S REMARK ACC/DEV
1.		2.		3.	
4.		5.		6.	
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.		32.		33.	
34.		35.		36.	
37.		38.		39.	
40.					

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-----

Acceptance Form for General Conditions of Contract (GCC) for Goods
(Bidders to fill, sign, stamp and return this form in PART- I bid)

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

TENDER ENQUIRY No.: GEM/2025/B/6492013

GCC CLAUSE No.	BIDDER'S REMARK	GCC CLAUSE No.	BIDDER'S REMARK	GCC CLAUSE No.	BIDDER'S REMARK
1.		2.		3.	
4.		5.		6.	
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.		32.		33.	
34.		35.		36.	
37.		38.		39.	

COMPANY'S NAME & ADDRESS:

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

NOTES:

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

Format of Deviation Sheet

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

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

COMPANY'S NAME & ADDRESS:

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

FORM OF CERTIFICATE OF CONFORMITY

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

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

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

2. We further certify that:

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

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

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

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

For and on behalf of

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

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

FORM OF WARRANTY CERTIFICATE

In accordance with the Order N^o..... Dated placed by MAZAGON DOCK SHIPBUILDERS LIMITED on _____ (Name of firm)

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

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

Bill of Lading/Air Way Bill no /Delivery Challan No. & Date.....

Covered by _____ (Name of firm) Invoice No & Date..... are warranted according to the terms and conditions as specified in the order.

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

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

For and on behalf of

COMPANY'S NAME & ADDRESS:

SIGNATURE :

DATE :

NAME :

DESIGNATION :

SUPPLIER'S COMPANY SEAL:

Order reference Number	
LC No.	
Corresponding to Invoice No & Date	
Packing List No. & 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 Rs..... (Rupees.....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 Rs.....
- ii) This Bank Guarantee shall be valid up to 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.

INTEGRITY PACT
(On Company Letterhead)

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

Preamble

The Principal/Buyer intends to award, under laid down organizational procedures, contract/s for.....The Principal/Buyer values full compliance with all relevant laws of the Land and, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder(s) and /or Contractor(s).

In order to achieve these goals, the Principal/Buyer will appoint an Independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 - Commitments of the Principal/Buyer:

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

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

- (1) The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
- a) The Bidder(s)/Contractor(s) will not, directly or through any other persons or firm, offer promise or give to any of the Principal/Buyer's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage or any kind whatsoever during the tender process or during the execution of the contract
 - b) The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant Anti-Corruption Laws of India; further the Bidder(s)/Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to other, any information or document provided by the Principal/Buyer as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. All payments made to the Indian Agent/representative have to be in Indian Rupees only. Further details as mentioned in the "Guidelines of Indian Agents of Foreign suppliers" shall be disclosed by the Bidders(s)/Contractor(s). Copy of the "Guidelines on Indian Agents of Foreign Suppliers" as annexed and marked as Enclosure-21a.

- e) The Bidder(s)/Contractor(s) will when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
 - f) The Bidder (s)/Contractor(s), their agents, representatives shall not do such things so as to interfere with the procedures laid down in the Principal/Buyer's Purchase Manual containing the Standard Terms and Conditions (STAC) and General Terms and Conditions (GT&C) in respect of procurement contracts for goods, services and civil works.
 - g) The Bidder commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- (2) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlines above or be an accessory to such offences.

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

If the Bidder(s)/Contractor(s) before contract award or during execution of contract has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility as Bidder(s) in question, the Principal/Buyer is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or to terminate the contract, if already signed for such reason, as per the procedure mentioned in the "Guidelines on Banning of business dealings" Copy of the "Guidelines on Banning of business dealings" is annexed and marked as Enclosure-21b.

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

Section 4 – Sanctions for Violation:

- (1) Any breach of the aforesaid provisions by the Bidder or any one employed by him or acting on his behalf (whether with or without the knowledge of the Bidder) or the commission of any offence by the Bidder or any one employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act 1988 or any other Act enacted for the prevention of corruption shall entitle the Principal/Buyer to take all or any one of the following actions, wherever required –
- a) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the Bidder. However, the proceedings with the other Bidder (s) would continue.
 - b) The Earnest Money Deposit/Security Deposit/Performance Bond shall stand forfeited either fully or partially, as decided by the Principal/Buyer, and the Principal/Buyer shall not be required to assign any reason there for.
 - c) To immediately cancel the contract, if already signed, without giving any compensation to the Bidder.
 - d) To recover all sums already paid by the Principal/Buyer, in case of an Indian Bidder with interest thereon at 2% higher than the prevailing Base Rate of SBI, and in case of a Bidder from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the Bidder from the Buyer in connection with any other contract for any other Defence stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
 - e) To encash the advance Bank Guarantee and Performance Bond/Warranty bond, if furnished by the Bidder, in order to recover the payments, already made by the Principal/Buyer, along with interest.
 - f) To cancel all or any other contracts with the Bidder.

- g) To debar the Bidder from entering into any bid from Principal/Buyer for a minimum period of five years, which may be further extended at the discretion of the Principal/Buyer.
 - h) To recover all sums paid in violation of this Pact by Bidder(s) to any middleman or agent or broker with a view to securing the contract.
 - i) If the Bidder or any employee of the Bidder or any person acting on behalf of the Bidder, either directly or indirectly, is closely related to any of the officers of the Buyer, or alternatively, if any close relative of an officer of the Buyer has financial interest/stake in the Bidder's firm, the same shall be disclosed by the Bidder at the time of filing of tender. Any failure to disclose the interest involved shall entitle the Buyer to rescind the contract without payment of any compensation to the Bidder. The term 'close relative' for this purpose would mean spouse whether residing with the Principal/Buyer's employee/employees or not, but not include a spouse separated from the Principal/Buyer's employee/employees by a decree or order of a competent court; son or daughter or step son or step daughter and wholly dependent upon Principal/Buyer's employee/employees, but does not include a child or step child who is no longer in any way dependent upon the Principal/Buyer's employee/employees or of whose custody the Principal/Buyer's employee/employees has been deprived of by or under any law; any other person related, whether by blood or marriage, to the Principal/Buyer's employee/employees or to the Principal/Buyer's employee/employees wife or husband and wholly dependent upon Principal/Buyer's employee/employees.
 - j) The Bidder shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the Principal/Buyer, and if he does so, the Principal/Buyer shall be entitled forthwith to rescind the contract and all other contracts with the Bidder. The Bidder shall be liable to pay compensation for any loss or damage to the Principal/Buyer resulting from such rescission and the Principal/Buyer shall be entitled to deduct the amount so payable from the money(s) due to the Bidder.
 - k) In cases where Irrevocable Letters of Credit have been received in respect of any contract signed by the Principal/Buyer with the Bidder, the same shall not be opened.
- (2) The decision of the Principal/Buyer to the effect that a breach of the provisions of this Integrity Pact has been committed by the Bidder shall be final and binding on the Bidder, however, the same Bidder can approach the Monitor(s) appointed for the purposes of this Pact.

Section 5 - :

- (4) The provisions regarding Sanctions for violation of Integrity Pact include forfeiture of Performance Bond in case of a decision by the Principal/Buyer to forfeit the same without assigning any reason for imposing sanction for violation of Integrity Pact.
- (5) No interest shall be payable by the Principal/Buyer to the Bidder(s) on Earnest Money/Security Deposit for the period of its currency.

Section 6 - Previous Transgression:

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

Section 7 - Equal treatment of all Bidders/Contractor(s)/Subcontractors:

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

Section 8 - Criminal charges against violation Bidder(s)/Contractor(s)/ Subcontractor(s):

- (1) If the Principal/Buyer obtains knowledge of conduct of a Bidder, Contractor or subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or subcontractor which constitutes corruption or if the Principal has substantive suspicion in this regard, the Principal/Buyer will inform the same to the Chief Vigilance Officer, MDL.

Section 9 - Independent External Monitor/Monitors:

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

Section 10 - Pact Duration:

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

Section 11 - Other provisions:

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

Section 12 – Fall Clause:

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

For & on behalf of
MAZAGON DOCK Shipbuilders LIMITED

(Office Seal)

Place _____
Date _____

Witness 1:

(Name & Address)

for & on behalf of
Bidder/Contractor

(Office Seal)

Witness 2:

(Name & Address)

GUIDELINES FOR INDIAN AGENTS OF FOREIGN SUPPLIERS

1.0 There shall be compulsory registration of agents for all Global (Open) Tender and Limited Tender. An agent who is not registered with MDL shall apply for registration.

1.1 An agent shall represent only one Foreign Supplier and not represent two suppliers or quote on their behalf in the same tender.

However, either the Indian Agent on behalf of the Foreign Suppliers (also includes foreign manufacturers) or the Foreign Suppliers (also includes foreign manufacturers) directly could bid in a tender, but not both. In cases where an agent participates in a tender on behalf of one manufacturer, shall not quote on behalf of another manufacturer along with the first Manufacturer in a subsequent/parallel tender for the same item.

1.2 Registered agents will file an authenticated Photostat copy duly attested by a Notary Public/Original certificate of the principal confirming the agency agreement and giving the status being enjoyed by the agent and the commission/remuneration/salary/ retainer ship being paid by the principal to the agent before the placement of order by MDL.

1.3 Wherever the Indian representatives have communicated on behalf of their principals and the foreign parties have stated that they are not paying any commission to the Indian agents, and the Indian representative is working on the basis of salary or as retainer, a written declaration to this effect should be submitted by the party (i.e. Principal) before finalizing the order.

2.0 DISCLOSURE OF PARTICULARS OF AGENTS/ REPRESENTATIVES IN INDIA, IF ANY.

2.1 Tenderers of Foreign nationality shall furnish the following details in their offer:

2.1.1 The name and address of the agents/representatives in India, if any and the extent of authorization and authority given to commit the Principals. In case the agent/representative be a foreign Company, it shall be confirmed whether it is real substantial Company and details of the same shall be furnished.

2.1.2 The amount of commission/remuneration included in the quoted price(s) for such agents/representatives in India.

2.1.3 Confirmation of the Tenderer that the commission/ remuneration if any, payable to his agents/ representatives in India, may be paid by MDL in Indian Rupees only.

2.2 Tenderers of Indian Nationality shall furnish the following details in their offers:

2.1.1 The name and address of the foreign principals indicating their nationality as well as their status, i.e, whether manufacturer or agents of manufacturer holding the Letter of Authority of the Principal specifically authorizing the agent to make an offer in India in response to tender either directly or through the agents/representatives.

2.2.2 The amount of commission/remuneration included in the price (s) quoted by the Tenderer for himself.

2.2.3 Confirmation of the foreign principals of the Tenderer that the commission/remuneration, if any, reserved for the Tenderer in the quoted price (s), may be paid by MDL in India in equivalent Indian Rupees on satisfactory completion of the Project or supplies of Stores and Spares in case of operation items .

2.3 In either case, in the event of contract materializing, the terms of payment will provide for payment of the commission /remuneration, if any payable to the agents/representatives in India in Indian Rupees on expiry of 90 days after the discharge of the obligations under the contract.

2.4 Failure to furnish correct and detailed information as called for in paragraph-2.0 above will render the concerned tender liable to rejection or in the event of a contract materializing, the same liable to termination by MDL. Besides this there would be a penalty of banning business dealings with MDL or damage or payment of a named sum.

GUIDELINES ON BANNING OF BUSINESS DEALINGS**CONTENTS**

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1. Introduction

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

2. Scope

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

3. Definitions

In these Guidelines, unless the context otherwise requires:

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

- v) 'List of approved Agencies – 'Bidder / Contractors / Suppliers / Purchasers / Customers shall mean and include list of approved / registered Agencies - 'Bidder / Contractors / Suppliers / Purchasers / Customers, etc.

4. Initiation of Banning / Suspension

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

5. Suspension of Business Dealings

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

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

- 6.1 If the security consideration, including questions of loyalty of the Agency to the State, so warrants;
- 6.2 If the Director / Owner of the Agency, proprietor or partner of the firm, is convicted by a Court of Law for offences involving moral turpitude in relation to its business dealings with the Government or any other public sector enterprises or MDL, during the last five years;
- 6.3 If there is strong justification for believing that the Directors, Proprietors, Partners, owner of the Agency have been guilty of malpractices such as bribery, corruption, fraud, substitution of tenders, interpolations, etc;
- 6.4 If the Agency continuously refuses to return / refund the dues of MDL without showing adequate reason and this is not due to any reasonable dispute which would attract proceedings in arbitration or Court of Law;

- 6.5 If the Agency employs a public servant dismissed / removed or employs a person convicted for an offence involving corruption or abetment of such offence;
- 6.6 If business dealings with the Agency have been banned/blacklisted by Government Agencies/ Statutory bodies, DGQA, Defence Shipyards, DPSUs or with whom commercial transactions have been suspended for sufficient and justifiable reasons.

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

(Note: The examples given above are only illustrative and not exhaustive. The Competent Authority may decide to ban business dealing for any good and sufficient reason).

7. Banning of Business Dealings

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

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

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

9. Show-cause Notice

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

10. Appeal against the Decision of the Competent Authority

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

11. Review of the Decision by the Competent Authority

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

12. Circulation of the names of Agencies with whom Business Dealings have been banned

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

COMPANY NAME on letter Head**Date: -****TO WHOMSOEVER IT MAY CONCERN****Subject: Declaration in relation to New Provision under Section 194Q, 206AB & 206CC of the Income tax act 1961.**

We, **company name**, registered office at **_____** having Permanent Account number (PAN) **_____**, Tax Deduction Account number (TAN) **_____**, hereby confirm that, we have duly filed the Income-tax Returns for the following Financial Years within the time limit of filing of Return u/s 139(1) of the Income tax Act, 1961.

S.No.	Particulars	Reference No. / Acknowledgement No. & date
1	ITR filed for AY 2019-20 (FY 2018-19)	Data to be filled by company
2	ITR filed for AY 2020-21 (FY 2019-20)	Data to be filled by company

We understand that Tax is to be deducted at source as per provisions of Chapter XVIIIB of the Income Tax Act, 1961 at higher of the following rates, if the Return of Income is not filed during any of these preceding financial years: -

- (a) at twice the rate specified in the relevant provision of the Act; or
- (b) at twice the rate or rates in force; or
- (c) at the rate of 5 percent

Total sales which will be made by **company name** during the FY 2021-22 is exceeding/ not exceeding Rs 50 lakhs.

We do hereby declare that to the best of our knowledge and belief what is stated above is correct, complete and is truly stated. In case the declaration founds incorrect / incomplete / untrue, we undertake to fully indemnify you on account of any additional tax liability, interest or penalty imposed / levied / recovered from you by the Income Tax Authorities.

Signature & Stamp of Authorized representative of Company

Declaration of Compliance of Order (Public Procurement No.1, 2 & 3) dtd 23 Jul 2020 & 24 Jul 2020 on Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017

This declaration must form part of all tenders & it contains general information and serves as a declaration form for all bidders. (Before completing this declaration, bidders must study the General Conditions, Definitions, Govt Directives applicable in respect of Public Procurement No.1, 2 & 3) dtd 23 Jul 2020 & 24 Jul 2020 on Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017 & prescribed tender conditions).

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.1, 2 & 3) dtd 23 Jul 2020 & 24 Jul 2020 on the subject of Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017 regarding restrictions on procurement from a bidder of a country which shares a land border with India and comply to all the provisions of the Order

3) I certify that M/s(name of bidder entity) **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

DECLARATION CERTIFICATE FOR LOCAL CONTENT
(Tender value More than Rs 10 Crores)

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

THE BIDDERS SHALL PROVIDE THIS CERTIFICATE FROM STATUTORY AUDITOR OR COST AUDITOR OF THE COMPANY (IN CASE OF COMPANIES) OR FROM A PRACTICING COST ACCOUNTANT OR PRACTICING CHARTED ACCOUNTANT (IN RESPECT OF SUPPLIER OTHER THAN COMPANIES) GIVING THE PERCENTAGE OF LOCAL CONTENT.

IN RESPECT OF BID / TENDER No.

ISSUED BY: (Name of Firm):.....

I, the undersigned, (full names),
do hereby declare, in my capacity as
of (name of bidder
entity), the following:

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

(b) I have read and understood the requirement of local content (LC) and same is specified as percentage calculated in accordance with the definition provided at clause 2 of revised Public Procurement (preference to Make in India) Order 2017.

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

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

(d) I understand that a bidder can seek benefit of either Public Procurement Policy for MSEs –Order 2012 or Public Procurement (preference to Make in India) Order 2017 and not both and once the option is declared / selected it is not permitted to be modified subsequently. Accordingly, I seek the benefit from the below declared purchase preference policy only.

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

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

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

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

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

Tender Item Sr No	Local content calculated as above %	Location of local value addition (Location shall be the specified as name of city or district, etc. Location as name of country will be considered as ambiguous and such bids shall be rejected.)

Attach separate sheet duly signed if space is not sufficient

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

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

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

SIGNATURE: _____

DATE: _____

Seal / Stamp of Bidder

LIST OF BANKS

Nationalized Banks/Public Sector Bank

1. Allahabad Bank
2. Andhra Bank
3. Bank of Baroda
4. Bank of India
5. Bank of Maharashtra
6. Canara Bank
7. Central Bank of India
8. Corporation Bank
9. Dena Bank
10. IDBI Bank
11. Indian Bank
12. Indian Overseas Bank
13. Oriental Bank of Commerce
14. Punjab & Sind Bank
15. Punjab National Bank
16. Syndicate Bank
17. State Bank of India
18. CO Bank
19. Union Bank of India
20. United Bank of India
21. Vijaya Bank
22. State Bank of India

List of Private Banks

1. Axis Bank
2. Federal Bank
3. HDFC Bank
4. ICICI Bank
5. IndusInd Bank
6. Kotak Mahindra Bank
7. Yes Bank
8. Karur Vysya Bank
9. IDFC Bank

PROFORMA BANK GUARANTEE FOR ADVANCE PAYMENT

(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 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 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 to make an advance payment of Rs.....being% of the order value, in pursuance of the terms and conditions of the said order, to the Contractor / Supplier against Bank Guarantee for the equivalent amount, We, Bank having office at (hereinafter referred to as "the Bank" which expression shall include its successors and assigns) hereby agree to pay to the Purchaser without any demur on first demand an amount not exceeding Rs.....(Rupees.....only) being% of the order value against any loss or damage, costs, charges and expenses caused to or suffered by the Purchaser by reason of non performance and non-fulfilment or for any breach on the part of the Contractor / Supplier of any of the terms and conditions of the said order.

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

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

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

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

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

7. Notwithstanding anything contained herein above:

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

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

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

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

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

For Bank

(by its constituted attorney)

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

Bidders are requested to check and fill up the followings before they submit their bids: -

Document Confirmatory Matrix (CHECK LIST)				
Sr No	Description	Tender Requirement	Supplier	
			Scratch where ever necessary & fill up the blank space	Remark
1	Offer Ref. No.	Supplier has to mention their offer no.	Mentioned /Not mentioned	
2	Technical Acceptance	Supplier has to mention about total technical acceptance of Tender	Accepted / not accepted	
3	Document as per TEF	Whether supplier submitted copies in Triplicate as per Tender Enquiry duly signed & attested along with company seal	submitted /not submitted	
4	Blank Price bid format ((Encl-2)	Whether supplier/contractor submitted Blank Price-Bid Format (stating only quoted/not quoted) in Part 1st.(i.e. RATE SHEET)	submitted /not submitted	
5	Offer Validity as per Tender	Supplier accepted validity of the offers as per tender	Yes / No	
6	Delivery Period / Contract validity	Delivery/Services period as per tender (as per scope mentioned in tender)	Yes/ No	
7	Payment Terms	Supplier accepted or not accepted payment terms as per Tender. If any deviation is there, same has to be mentioned in remark.	Accepted /Not accepted / Accepted but deviation sought	
8	TEF Acceptance (Encl-4)	Whether Supplier accepted/ not accepted /accepted but deviation seeks for TEF Clause no.----.	Accepted / Not accepted /Accepted but deviation sought for TEF Clause no.-	
9	STAC Acceptance	Whether Supplier accepted/ not accepted STAC.	Accepted/Not Accepted	
10	GCC Acceptance ((Encl-5)	Whether Supplier accepted/ not accepted GT & C	Accepted/Not Accepted	
11	Deviation (Encl. no.06)	Whether supplier submitted/Not submitted Deviation form. If any deviation seeks, same has to be mention in Remark.	Submitted /Not submitted/Nil deviation	
12	Taxes/Duties /Levies	Supplier has to confirm, applicable taxes/ duties/levies are indicated in Tech Bid	Confirmed / not confirmed	
13	Vendor declaration (Encl-19)	Whether Supplier accepted / not accepted	Accepted/Not Accepted	
14	Performance Security 5% of PO value (i.e e-PBG)	Whether Supplier accepted / not accepted	Accepted/Not Accepted	
15	Compliance certificate wrt Land Border clause (Encl-12)	Whether Supplier submitted / not submitted	submitted/ not submitted	
16	Local content declaration (Encl-13)	Whether Supplier submitted / not submitted	submitted/ not submitted	

17	Extract of provisions of the official secrets act, 1923 (Encl-18)	Whether Supplier submitted / not submitted	submitted/ not submitted	
18	Purchase preference under MII clause	Whether Supplier submitted / not submitted	submitted/ not submitted	
19	NDA for drawings	Whether Supplier submitted / not submitted	submitted/ not submitted	
20	Requirement matrix (Encl-16)	Whether Supplier submitted / not submitted	submitted/ not submitted	
21	Conflict of Interest among Bidders/ Agents (Encl-17)	Whether Supplier submitted / not submitted	submitted/ not submitted	
22	Certificate of Conformity(CoC) format (Encl-07)	Required only at the time of delivery	Accepted/Not Accepted	
23	warranty certificate (Encl-08)	Required only at the time of delivery	Accepted/Not Accepted	

Conflict of Interest among Bidders/ Agents

DECLARATION BY AUTHORISED SIGNATORY OF THE FIRM FOR CONFLICT OF INTEREST AMONG BIDDERS/ AGENTS

"I..... have read the clause regarding Conflict of interest among bidders/ agents. I hereby certify that this bidder fulfils all requirements in this regard & do not have any conflict of interest with other parties"

AUTHORISED SIGNATURE: _____ **DATE:** _____

Seal / Stamp of Bidder

VENDOR DECLARATION

We have very well understood the scope of work given in the tender and confirm herewith that our quoted price / rates are in line with the above scope of work.

M/s
SIGNATURE
NAME
DESIGNATION
SEAL OF THE COMPANY
DATE

EXTRACT OF PROVISIONS OF THE OFFICIAL SECRETS ACT, 1923**SECTION 2(B): "PROHIBITED PLACE"**

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

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

SECTION 3: "PENALTIES FOR SPYING"

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

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

SECTION 4: "COMMUNICATION WITH FOREIGN AGENTS"

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

SECTION 5: "WRONGFUL COMMUNICATION OF INFORMATION"

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

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

Shall be guilty of an offence under this Act.

SECTION 6: "UNAUTHORISED USE OF UNIFORMS"

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

SECTION 7: "INTERFERING WITH OFFICERS OF POLICE"

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

SECTION 8: "DUTY OF GIVING INFORMATION"

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

SECTION 9: "INCITEMENT"

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

SECTION 10: "PENALTY FOR HARBOURING SPIES"

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

SECTION 11: "SEARCH WARRANTS"

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

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

Bidder's Signature.....

Bidder's Name.....

Company Seal.....
