

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 2638

**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: CONSTRUCTION AND SUPPLY OF BERTHING & MOVEMENT PONTOONS FOR
PROJECT-75**

- 1. Description:**
Construction and Supply of Berthing & Movement Pontoons for Project-75. 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 Lakh**.

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 items 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) 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.
- iv) Micro and Small Enterprises who are manufacturer or Service Provider and give specific confirmation to this effect at the time of bid submission and whose credentials are validated online through Udyam Registration (as validated by Government from time to time) and through uploaded supporting documents.
- 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.

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 or Deviation on clauses of Tender Enquiry Form (TEF) and General Conditions of Contract (GCC) as 'ACC or DEV' as applicable for each of the clause at tender (**Enclosure-04, 05** respectively). GCC is placed at **Enclosure-03**.
- 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 Declaration of Local content as per **Enclosure-13**.
- ix) 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:

Commercial Criteria:

- 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** 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.

Technical PQC:

Bidder should have executed Supply Installation Testing and Commissioning (SITC) of marine vessel/barge/pontoon/Floating Marine gate, which includes Procurement of materials and construction in single Order in the last 7 years.

Note:

- i) Items are Critical in nature. Items are inseparable and quantity is Non-Divisible.
- ii) No relaxation in prior turnover and prior experience for Start-ups.
- iii) There is relaxation to MSEs in prior turnover criteria. However, MSEs vendor shall meet prior experience criteria as mentioned above.

7. Bid rejection criteria:

- (A)** The following conditions / deviations are non-negotiable and therefore any bid falling under these conditions / deviations shall be summarily rejected. Bidders to note that they shall not be provided any opportunity to rectify these conditions / deviations post bid opening
- a) Bids received after tender closing date and time.
 - b) ~~Bids received other than through e portal (in case of e tender).~~
 - c) Bidders who are debarred under PPP MII order 2017, GeM, CPPP including Tender holiday issued by MDL.
 - d) Bids received without Integrity Pact duly signed by the bidder on each page.
 - e) Bids received without EMD (other than those who are exempted from payment of EMD).

- f) In single stage Two Bid system non submission of either Technical Bid or Financial Bid for Manual Tender.
- (B) Bidders are required to furnish following details / clarification / documents along with their offer. In case these are not received along with the offer then bidders have to submit such documents / clarification within the duration / date stipulated by MDL, failing which their bids shall be rejected in following cases:
- (a) Clause mentioned under loading criteria.
- (C) Bids from OEM/Authorized Dealer/Agents of Supplier
Except in case of Commercially-Off-the-Shelf (COTS) items, when any firm is submitting offer for an item manufactured by some different company, the firm is also required to attach, in its quotation, the manufacturer's authorization certificate and also manufacturer's confirmation of extending the required warranty for that product. In cases where the manufacturer has submitted the bid, the bids of its authorised dealer will not be considered and EMD will be returned. And in case of violations, both infringing bids will be rejected.
There can be only one bid from the following:
- (a) The principal manufacturer directly or through one Indian agent on his behalf; and
(b) Indian/foreign agent on behalf of only one principal.

8. Delivery Period / Completion Schedule:

- (i) Time is the essence of the supplies. Material must be delivered as per the following schedule.
- (ii) Items to be delivered within **4 months** from the date of placement of order.
- (iii) In case, any of the items can be supplied earlier than above mentioned delivery date, then the bidder must identify such items and specify early date of delivery or indicate lead time (from placement of order) for such items.

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 BOQ format of the tender enquiry for delivery of the items at **EY-Store, 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:

- I. **Advance payments are discouraged and therefore are to be considered as not allowed.**
- II. Part supply, part payment is not allowed. However, if part delivery is required by MDL for some of the items, part payment will be applicable by default.
- III. **100% payment** for the value of supplies, as reduced by any deductibles and/or the amount leviable towards liquidated damages if any, will be made through bank transfer by NEFT within 25-30 days after receipt of complete set of the items as per the ordered terms and against submission of following documents in triplicate (Original + 2 copies):
- Signed Invoice showing item wise description & prices as per order.
 - Delivery challan(s) duly acknowledged by **EY-Store/User**.
 - Material acceptance report duly signed by Chief Manager (Hull-EY) or above.
 - Certificate of Conformity as per format at **Enclosure-07**.
 - Warranty certificate for 1 year from the date of material acceptance as per format at **Enclosure-08**.
 - Performance Security Bank Guarantee as per format at **Enclosure-09**.
 - Copy of duly filled TDS declaration in the prescribed enclosed format as per **Enclosure-11**.

Bidders shall furnish all the necessary details like name of the bank/branch, branch code No, bank account no in their technical bid.

11. Guarantee / Warranty:

Warranty period shall be one year from the date of handing over to MDL. Any defect brought to the notice during this period to be attended immediately free of cost by supplier. Firm to submit Warranty Certificate as per format at **Enclosure-08**.

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.

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

Non-submission or late submission of Security Deposit:

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

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

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:

East Yard- Store

MAZAGON DOCK SHIPBUILDERS LIMITED,

Dock Yard Road,

Mumbai –India 400 010.

Phone: 022-23763651/52

Contact Person: Officer In Charge (East Yard – Stores)

14. Inspection:

(i) Pre-dispatch Inspection:

- a. Inspection will be done by MDL-QA as indicated in MDL approved QAP.
- b. Draft QAP is given in scope of work. Firm shall submit final QAP to MDL(QA-EY) for approval within 5 working days from placement of order. MDL will approve the same within 5 days.
- c. Inspection shall be carried out as per the stages of inspection indicated in MDL approved QAP.
- d. Firm shall intimate MDL QA-EY for inspection one-day advance as per MDL approved QAP.

(ii) Receipt Inspection:

Inspection to be carried out by MDL-QA & USER after receiving of equipment. Any objection raised during inspection shall be satisfactorily corrected by the supplier at his expense including replacement as may be required within two weeks from the date of issue raised.

(iii) Rejection of Material:

Any portion of the equipment found defective/rejected, the supplier shall collect the same at his cost from the MDL Yard, all incidental charges being born by supplier, (inclusive of custom duty, if payable), within 14 days from the date of intimation to the supplier of such rejection. The MDL reserves the rights to dispose off the rejected item at the end of a total period of 90 days in any manner, to the best advantage to the MDL & recover storage charges & any consequential damages, from sale proceeds of such disposal.

15. Packaging and Marking:

- ~~(i) Items are to be strongly and securely packed for appropriate mode of transportation (Sea, Air, Road) in a minimum cubic space in such a manner as to prevent damage and pilferage in transit from point of shipment to final destination. This also includes fulfilment of acoustic and shock requirement according to SEFC 17-50-07.~~
- (ii) Marking of containers, corresponding packing list etc shall be clearly made to indicate the type of equipment / items packed inside the containers with stamped instruction that the container shall be

stored in appropriate storage location. Packages containing delicate, acoustic sensitive and fragile material shall be marked in red block letter "DELICATE" and or "ACOUTIC SENSITIVE" and or "FRAGILE", "DO NOT DROP". Marking and storage should be conformed to STANAG 4281.

16. Free Issue Material Bank Guarantee (FIMBG):

Not applicable as item will be fabricated at buyer premises.

17. 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. If the scanned image of signed Integrity Pact is not uploaded in Part-I stage, bid may be categorically rejected.
- iii. The Integrity Pact shall be valid upto and including 45 days after the validity of commercial offer. However, bidder will be required to extend the Integrity Pact, as and when required by the Principal/Buyer. In the case of the successful bidder, validity of the Integrity Pact will be extended upto the satisfactory completion of the contract.
- 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. M N Krishnamurthy Email id: krishnamurthymn19@gmail.com

b. Mr. Deepak Kashyap, IRTS (Retd), E-mail ID - deepakkashyapnd02@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

18. Liquidated Damages:

- (i) 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) per week or part thereof, subject to maximum of 10% of the value of undelivered portion.
- (ii) 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. 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,

Vedveer Mishra
Manager (C-EY)
(Commercial –East Yard)
022-2376-2609

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: Actual Local Content declaration format.

Enclosure-15: List of Banks

~~Enclosure-16: Format for Non-Disclosure Agreement (NDA)~~

Enclosure –01

SCOPE OF WORK/SUPPLY

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

| Sr. No. | Item Description | Qty | Unit |
|---------|--|-----|------|
| 10 | Material Number:-310000000000004883 Material Details:- Movement Pontoon (12 M x 2.5 M) | 2 | Nos |
| 20 | Material Number:-310000000000004882 Material Details:- Berthing Pontoon (17 M x 4.5 M) | 2 | Nos |

SCOPE OF WORK FOR BERTHING AND MOVEMENT PONTOON.

1. PREQUALIFICATION CRITERIA

Firm should have executed SITC of marine vessel/barge/pontoon/Floating Marine gate, which includes Procurement of materials and construction in a single Order " in the last 7 years.

2. MDL SCOPE:

- 2.1 MDL will provide complete set of drawings (as per annexure B), technical specification (as per annexure c) and paint scheme (Documents No P75/0811-04-19-00 Rev B) to the subcontractor.
- 2.2 MDL will provide space, Water and source compressed air (service air) supply of 4 -7 bars pressure & electricity and electrical connections.
- 2.3 Crane facilities for lifting heavy materials (>50 kg) will be provided by MDL, as per requirement, taking safety and weight factors into consideration. contractor has to give 24-hour prior intimation of crane requirements.
- 2.4 Power supply - 440 Volts, 220 Volts & 110 Volts for tools and equipment/ instruments, 110 Volts for electrical grinding/ drilling machines/ lighting arrangement and 24 Volts for temporary hand-held lighting arrangement.
- 2.5 Suitable space/work site within MDL, for the subcontractor's office and space for keeping lockable storage, cabinets for instruments and storing material.
- 2.6 MDL EY-QA will be the quality agency for quality assurance during the construction of pontoon as per **Annexure-1**
- 2.7 Assistance in arrangement of MDL entry gate passes.

3. SUBCONTRACTOR'S SCOPE

- 3.1 Sub-contractor has to carryout entire work at MDL premises as per rule and regulation applicable at MDL. Subcontractor should comply with labour law, minimum wages, insurance etc.
- 3.2 All material (steel plates & profiles, drain plugs, manholes covers & coamings anodes, ladders, bollards, primer paints etc.) as required for fabrication of pontoons is to be arranged by the contractor. Hull steel plates and profiles are to be of LR A/DNV grd A material specification. Tentative list of outfit material to be arranged by the contractor is enclosed at **Annexure D**. Approximate steel required for the pontoons is enclosed at **Annexure E**.
- 3.3 Prior to commencement of work subcontractor to submit material test certificate from NABL authorized. Lab & OEM certification if any with CC. MDL clearance /approval to be obtained for confirmation of the material specification.

- 3.4 All consumable (welding rods, compressed air, grinding disc, grits for blasting) required for the fabrication of pontoon is to be arranged by subcontractor. All material/consumables required for fabrication of tools, Skids, Jigs & Fixtures, Template / wooden templates/ mock-ups etc are in subcontractor's scope. Material for the skids, Jigs & Fixtures is to be of IS 2062
- 3.5 All non-consumables/machinery (welding rectifiers, grinding machine, NDT equipment etc) required for the fabrication of the pontoon is to be arranged by the subcontractor.
- 3.6 Subcontractor to take approval from MDL for welding consumables Welding consumables are to be of good quality/brand and compatible with the weld material.
- 3.7 Skid required during construction of pontoons has to be fabricated by the subcontractor. All material required for the skid is to be arranged by the contractor.
- 3.8 Air pressure/ water pressure test of tanks to be carried out by subcontractor as per drawing. All the facilities like fresh water, pressure gauges, pumps required for testing to be arranged by the subcontractor.
- 3.9 Surface preparation to the required quality by short blasting, application of primer and final painting is to be done by the subcontractor as per technical specification.
- 3.10 Subcontractor to prepare own nesting plan for cutting of steel plates and necessary arrangement to be made for forming of plates and profiles where ever required. Plates are to be offered to MDL-EY-QA before cutting.
- 3.11 Subcontractor should have IRS qualified welders and qualification certification is to be submitted to MDL prior to commencement of work.
- 3.12 The vendor to ensure the dimensional accuracy and to control welding distortions as per specified drawings. (**Annexure-B**).
- 3.13 The subcontractor shall take all necessary precautions to minimize wastage/rework/damage during fabrication. any such damages / nonconformities may be repaired with prior approval of the production officer in charge and QA-EY MDL and relevant documents are to be prepared.
- 3.14 Any item/ facility not listed above which may subsequently be required to be made and installed as per the working drawings, will be in the scope of vendor.
- 3.15 Vendor to absorb up to 5% modification in the drawings. in case of major modifications contractor has to carry out the job on tonnage basis. The rate per tonne will be derived on pro rata basis, as per the submitted rate sheet.
- 3.16 Any change in material/modification to be carried only after written approval from MDL_EY-Design. For any clarification on drawings, vendor may consult MDL-EY-Design.
- 3.17 Any rework modification arising out of faulty workmanship, incorrect weling and erection sequence will be the responsibility of the vendor.
- 3.18 Vendor is to provide break up of costing to support the lump sum price as per the price bid format.
- 3.19 Construction schedule is to be prepared by the contractor in the form of a bar chart and to be submitted along with the tender.
- 3.20 Pontoon is to be made ready in all respect and delivered within a period of 26 weeks at MDL.
- 3.21 The pontoons after construction are to be prepared are to be launched or setting to afloat is to be carried out by vendor followed by Draught Recording. Inclining Experiment is not required to be undertaken by vendor.
- 3.22 List of drawings of each pontoon as per annexure B are to be collected from Commercial East yard.

- 3.23 Scaffolding on shop floor for fabrication activities will be entirely (including material) on subcontractor's scope. Single platforms with maximum four planks to be done by subcontractor with due permission from safety team.
- 3.24 Hot work permission to be taken from safety department before start of any hot work.
- 3.25 **MACHINES AND EQUIPMENT** : Duly calibrated inverter based welding machines with rectifiers, Baking ovens, Portable ovens required for handling the electrodes (usage of ovens with asbestos cloth inside is not permitted), Edge bevelling and machining facility/ machine, Drilling & tapping machines, Portable Grinding machines (Pneumatic/ Electric), cutting machines, digital weighing machine, Theodolite/Leica machines with accessories, Special lifting Tackles (for normal handling), Slings (duly certified by competent authority) and shackles required for lifting & shifting, lifting clamps (Magnetic clamps are not permitted) for normal handling, CI block/ base plate required for fabrication work is in subcontractor's scope.
- 3.26 **MEASURING TOOLS**. Calibrated / tested measuring instruments like measuring tapes, dial gauges, feeler gauge, Vernier, micrometres, spirit levels, steel scales, try squares, plum bobs etc. Are in subcontractor's scope. The tools/ instruments are to be calibrated/ tested regularly and certified through NABL approved lab/ traceable to national standards
- 3.27 All necessary lifting and shifting tools, blocks, slings, tackles and shackles, duly tested and certified. Ropes and chains are not to be used for handling of material.
- 3.28 Contractor has to bring their own porta cabin and lockable space lock and key. Electrical connections will be provided by MDL.
- 3.29 The subcontractor has to arrange suitable vehicles / forklifts / hand trolleys for transportation of material within and outside the yard.
- 3.30 Subcontractor has to take connection from the power supply points shown by MDL. However, lead wires and 24V & 110V bulbs to be arranged by the contractor. Additional Lighting arrangement at the site (apart from general lighting at W/s) is to be arranged by the subcontractor as per requirement).
- 3.31 The subcontractor shall execute the work in accordance with relevant documents, drawings, protocols, specific directives or instructions as per requirements.
- 3.32 The subcontractor is required to study the Drawings and inspection protocol sheets given by MDL. These documents are to be preserved by the subcontractor for reference and to be returned progressively for respective jobs after completion of job.
- 3.33 **PPE (Personal Protective Equipment)**: Standard PPE like safety shoes, helmet, gloves, respiratory masks (FFP3 type), Wide vision (panoramic) safety goggles to be used and is solely subcontractor's responsibility.
- 3.34 **SAFETY**:
- The working supervisor will be responsible for safety of their men working in MDL premises.
 - The subcontractor is to ensure that his personnel uses all safety gear as laid down in Industrial & Labour Regulations while working on jobs.
 - The subcontractor shall observe all necessary safety precautions to safeguard their own Personnel and that of others, plant & machinery, equipment and completed work at site.
 - Personnel are to comply with all the requirements of safety norms as per prevailing laws. He will remain solely liable for any claims or damage arising out of non-compliance of rules and regulations of any statutory or government bodies.

- e. The subcontractor will be required to follow all safety norms and procedures to ensure safety of men and materials (with respect to theft, fire, accidents or any other incidence). The operatives shall wear safety shoes, helmets, boiler suits, grinding shields, goggles, safety belts, and hand gloves etc. as part of safety rules. The subcontractor shall install fully equipped First Aid box near the site.
- 3.35 **NDT:** Subcontractor should have In-house/ outsourced facility for various NDT's such as RT, DP, MPI, UT etc. The firm should have NDT level II Engineers.
- 3.36 Theodolite/Leica Marking /inspection is to be arranged by sub-contractor.
- 3.37 Contractor shall complete mobilization of his workforce, tools, machine and equipment within 7 working days from date of award of order or intimation by site manager. In mobilization period contractor should arrange entry passes for his employees & no excuse for delay in commencing work on this account will be entertained. Failing with which is liable for LD.
- 3.38 If contractor is required to work in all shifts, including Saturday, Sunday, holidays or as and when necessity arises, the contractor is to make necessary arrangements. MDL will provide necessary assistance to the contractor.
- 3.39 The subcontractor has to maintain high standard of hygiene and house-keeping in working and surrounding areas.
- 3.40 **Manpower**
- a) Sufficient number of ITI qualified Skilled & Semi-skilled fitters, riggers, welders, Brazers, grinders, painters, carpenters, electricians, store-keepers, material handlers helpers etc. are to be deployed for carrying out the activities as per schedule and time.
 - b) The ITI documents of the personnel deputed by the firm to be verified from user prior to commencement of work.
 - c) The number of manpower deputed by the firm must be utilised only for this work.
- 3.41 Any material, equipment, infrastructure facility, required directly or indirectly for completing the subject work, as per the scope of work & drawing given, if not mentioned in MDL's scope, has to be arranged by the subcontractor without any extra cost to MDL.
4. **QAP.** Draft QAP is enclosed as per Annexure-1. The subcontractor is to prepare and submit the final QAP to MDL for approval within 05 working days of placement of order.
5. **QA REQUIREMENTS AS FOLLOWS:**
- a. Compiling all QA documents with all inspection reports/ records, as built drawings, paint records and providing 2 copies of the same to MDL at the time of delivery.
 - b. All inspection stages will be carried out as per QA plan.
 - c. The tolerance requirements given in the drawings and documents are very stringent. It is therefore necessary that contractor keeps quality requirement in mind and ensure that work is done to best of accuracy.
 - d. On any defect, a non-conformity report (NCR) is to be raised. The detailed procedure of NCR is to be understood by the subcontractor and implemented. The repair orders are to be approved by the concerned authorities.
 - e. All anomalies detected during the fabrication/machining should be traced by Non conformity Report(NCR). The subcontractor will have to establish and manage the NCRs in accordance with given documents and procedures & will address the same to QA-EY for its decision. In case of non-conformity, A-EY will advise NCR procedure. The above documents is available for verification with QA-EY. The subcontractor has to comply with NCR procedures.

6. DELIVERY PERIOD: 4 months from placement of order.

7. WORK COMPLETION CERTIFICATE(WCC):

Work Completion Certificate (WCC) shall be issued on satisfactory completion of respective work with inspection and acceptance reports. The agency responsible to issue WCC.

8. GUARANTEE /WARRANTEE: Vendor to stand guarantee for the period of 12 months from the date of handing over and any defects brought to the notice during this period to be attended immediately free of cost.

9. PASSES: Obtaining police verification/clearance for each personnel being deputed to MDL is a pre-requisite for issue of MDL Security pass for entry into East Yard. The firm should arrange/furnish all requisite documents to Security department immediately on receipt of Order. Subcontractor may contact Security department for guidance.

10. Subcontractor will indemnify the MDL from any risks and costs arising out of any accidents, leading to total or partial loss to the persons or property during execution of work in his scope particularly arising out of non-compliance of rules and regulations of any statutory or government bodies.

11. The contractor while executing work in on board ships/area of work should be governed by Official Secret Act and also shall observe all necessary security rules and will be subject to security checks as per rules and regulations in force from time to time

12.TRANSPORTATION:

a. Safe transportation of MDL material required even inside MDL premises. If any damage occurs during transportation, the contractor has to rectify the same at MDL premises as per MDL procedure at their own cost. The final acceptance will be in MDL premises.

b. No payment will be made for any transportation trips.

13. Contract Period: Contract period will be one year from placement of order.

14. Liquidity Damages: In case of delay beyond the schedule mutually agreed between vendor & MDL subcontractor shall pay liquidity damages a sum representing 0.5% per week for the value of unexecuted/balance activities or part thereof subject to maximum of 10% of the contract value.

15. Parallel contract: There will be no parallel contract.

16. Performance Bank guarantee: 5% of order value for the period of 12 months from completion of job or guarantee/ warranty period.

Annexure-1

SAMPLE QAP

| NAME OF FIRM (Letter Head) | | | | | | | |
|--|--|--|-----------------------|-------------------------------------|------|--------|--------|
| Mazagon Dock Shipbuilders Ltd. Design-East Yard | Quality Assurance Plan for Project: _____ | PO. No.:- | Document No. _____ | Issue No.:- Date :- | | | |
| | | Date :- | | | | | |
| <u>Function</u> :- | | | | | | | |
| Sr. No. | Description | Type of Inspection | Quantum of check | Reference Document | Firm | MDL-QA | Remark |
| 1 | | | | | | | |
| 2 | | | | | | | |
| 3 | | | | | | | |
| 4 | | | | | | | |
| <u>Note</u> :- All the measuring equipment must be dully calibrated/ tested with valid certificate and should be produced whenever asked. | | | | | | | |
| *P= PERFORM V= VERIFY RW = RANDOM WITNESS R = REVIEW *(Means physical check The system and verify) | | | | | | | |
| _____ Prepared by (Supplier Seal) | | _____ Reviewed and Approved by MDL (Design-EY) | | _____ Concurred By MDL(EY-QA) | | | |

Note: - The plan given above is indicative only. Detailed QA Plan for individual items should be prepared in the same format and submitted to QA-EY for approval prior to commencement of job.

ANNEXURE –B REV 0

List of Drawings

| <u>Sr. No.</u> | <u>Description of the Drawing for Berthing Pontoon(P16-01)</u> | <u>Drawing no.</u> |
|---------------------------|---|---------------------------|
| 1. | Structural hull details of berthing pontoon for East yard (Deck, Shell, Transoms and &Trans. BHD) with Part List. | P16-01—1079-01 Rev 0 |
| 2. | Bottom Shell, Side Shell, Deck and Trans Bhds. | P16-01—1078-01 Rev 3 |
| 3. | Disposition & Details of Drain plugs | P16-01—1390-02 Rev 0 |
| 4. | Midship Section | P16-01—1073-01 Rev 0 |
| 5 | General Arrangement | P16-01—1071-01 Rev 3 |
| 6 | Detail of Bollards | P16-01— 4210-02 Rev 0 |
| 7 | Key Plan of Bollards | P16-01— 1421-02 Rev 0 |
| 8 | Testing Plan of Compartments | P16-01— 0611-01 Rev 0 |
| 9 | Key Plan of Ladders | P16-01— 1601-03 Rev 0 |
| 10 | Details of Rung Ladders | P16-01— 1633-31 Rev 0 |
| 11 | Details and Disposition of Aluminium Anodes | P16-01— 3911-01 Rev 0 |
| 12 | Lifting Lug Arrangement for Berthing Pontoon | P16-01— 1208-11 Rev 0 |
| 13 | Disposition & Details of Manhole | P16-01— 1618-01 Rev 0 |
| 14 | Key Plan & Details of Air Escapes | P16-01— 2074-01 Rev 0 |
| 15 | Fender Arrangement & Details | P16-01— 2018-01 Rev A |
| 16 | Draft Marks | P16-01— 1661-01 Rev 0 |
| 17 | Details for Tread Strips on Deck | P16-01— 2016-01 Rev A |

| <u>Sr. No.</u> | <u>Description of the Drawing for Movement Pontoon(P16-02)</u> | <u>Drawing no.</u> |
|---------------------------|---|---------------------------|
| 1. | Structural hull details of berthing pontoon for East yard (Deck, Shell, Transoms and &Trans. BHD) with Part List. | P16-02—1079-01 Rev 0 |
| 2. | Bottom Shell, Side Shell, Deck and Trans Bhds. | P16-02—1078-02 Rev 3 |
| 3. | Disposition & Details of Drain plugs | P16-02—1390-02 Rev 0 |
| 4. | Midship Section | P16-02—1073-02 Rev 0 |
| 5 | General Arrangement | P16-02—1071-02 Rev 3 |
| 6 | Detail of Bollards | P16-02— 4210-03 Rev 0 |
| 7 | Key Plan of Bollards | P16-02— 1421-03 Rev 0 |
| 8 | Testing Plan of Compartments | P16-02— 0611-01 Rev 0 |
| 9 | Key Plan of Ladders | P16-02— 1601-03 Rev 0 |
| 10 | Details of Rung Ladders | P16-02— 1633-31 Rev 0 |
| 11 | Details and Disposition of Aluminium Anodes | P16-02— 3911-01 Rev 0 |
| 12 | Lifting Lug Arrangement for Berthing Pontoon | P16-02— 1208-11 Rev 0 |
| 13 | Disposition & Details of Manhole | P16-02— 1618-02 Rev 0 |
| 14 | Key Plan & Details of Air Escapes | P16-02— 2074-01 Rev 0 |
| 15 | Fender Arrangement & Details | P16-02— 2018-01 Rev A |
| 16 | Draft Marks | P16-02— 1661-01 Rev 0 |
| 17 | Details for Tread Strips on Deck | P16-02— 2016-01 Rev A |

ANNEXURE D REV 0

**TENTATIVE LIST OF OUTFIT ITEMS REQUIRED FOR CONSTRUCTION OF
BERTHING PONTOON(P16-01)**

| Sr. No. | | Qty |
|------------|--|---------------------|
| 1. | Drain Plugs | 06 Nos. |
| 2. | Bollards | 04 Nos |
| 3. | Manholes | 03 Nos |
| 4. | Rung Ladder | 03 Nos |
| 5. | Anodes | 16 |
| 6. | Paints | As per paint scheme |
| 7. | Lifting Lugs with Underdeck Stiffening | 04 Nos |
| 8. | Deck Anti-Skid Treads 300x50x5thk | 532 Nos |
| 9. | Draft Marks | 04 Nos |
| 10. | Air Vents | 06 Nos |
| 11. | DO Fenders | 84 Nos |
| 12. | Corner Fender | 48 Nos |

**TENTATIVE LIST OF OUTFIT ITEMS REQUIRED FOR CONSTRUCTION OF
MOVEMENT PONTOON(P16-02)**

| Sr. No. | | Qty |
|------------|--|---------------------|
| 1. | Drain Plugs | 06 Nos. |
| 2. | Bollards | 04 Nos |
| 3. | Manholes | 03 Nos |
| 4. | Rung Ladder | 03 Nos |
| 5. | Anodes | 12 |
| 6. | Paints | As per paint scheme |
| 7. | Lifting Lugs with Underdeck Stiffening | 04 Nos |
| 8. | Deck Anti-Skid Treads 300x50x5thk | 209 Nos |
| 9. | Draft Marks | 04 Nos |
| 10. | Air Vents | 06 Nos |
| 11. | DO Fenders | 56 Nos |
| 12. | Corner Fender | 34 Nos |

Note: List of items and quantities are preliminary. Items not listed above but appearing in the Working drawings are to be arranged by contractor.

Annexure E Rev 0

APPROXIMATE STEEL PROJECTION

1.Total weight of Plate Parts and Profiles for Berthing Pontoon(P16-01)

| | | |
|----|--------------------------------------|----------|
| 1. | Total weight of Plate Part (In KGS.) | 17961.30 |
| 2. | Total weight of Profiles (In KGS.) | 3926.99 |
| | Total weight | 21888.29 |

Steel Material Requirement

1. Profiles (In Running Length)

| SHAPE | DIM | QUALITY | WEIGHT | LENGTH |
|-------|----------|-------------------------|---------|--------|
| L | 100*50*8 | LR GR 'A'/DNV GR 'A' | 3282.29 | 367600 |
| L | 100*65*8 | LR GR 'A'/DNV GR 'A' | 167.83 | 17000 |
| L | 120*80*8 | LR GR 'A'/DNV GR 'A' | 476.88 | 39500 |

2. Steel Raw Plates

| SR | RAW PLATE | QUANTITY | QUALITY | WEIGHT |
|----|-------------------|----------|-------------------------|--------|
| 1 | 10000 X 2500 X 10 | 9 | LR GR 'A'/DNV GR 'A' | 17685 |
| 2 | 10000 X 2000 X 10 | 4 | LR GR 'A'/DNV GR 'A' | 6288 |

2.Total weight of Plate Parts and Profiles for Movement Pontoon(P16-02)

| | | |
|----|--------------------------------------|----------|
| 1. | Total weight of Plate Part (In KGS.) | 8305.01 |
| 2. | Total weight of Profiles (In KGS.) | 1729.57 |
| | Total weight | 10034.59 |

Steel Material Requirement

1. Profiles (In Running Length)

| SHAPE | DIM | QUALITY | WEIGHT | LENGTH |
|-------|----------|-------------------------|---------|--------|
| L | 100*50*6 | LR GR 'A'/DNV GR 'A' | 336.84 | 49600 |
| L | 100*50*8 | LR GR 'A'/DNV GR 'A' | 1352.56 | 151480 |

2.Steel Raw Plates

| SR | RAW PLATE | QUANTITY | QUALITY | WEIGHT |
|----|-------------------|----------|-------------------------|--------|
| 1 | 10000 X 2500 X 10 | 2 | LR GR 'A'/DNV GR 'A' | 3930 |
| 2 | 10000 X 2000 X 10 | 4 | LR GR 'A'/DNV GR 'A' | 6288 |

Rate sheet

| Sl. No | Material description | QTY. | Unit | HSN Code | GST % | Unit Price (Rs) | Total Price (Rs) | Total Price inclusive of GST (Rs) |
|--------|---|------|------|----------|-------|-----------------|------------------|-----------------------------------|
| 1 | Material Number:- 310000000000004883 Material Details:- Movement Pontoon (12 M x 2.5 M) | 2 | Nos | | | | | |
| 2 | Material Number:- 310000000000004882 Material Details:- Berthing Pontoon (17 M x 4.5 M) | 2 | Nos | | | | | |

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 portal

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

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

| TEF CLAUSE No. | BIDDER'S REMARK | TEF CLAUSE No. | BIDDER'S REMARK | TEF CLAUSE No. | BIDDER'S REMARK |
|----------------------|--------------------|----------------------|--------------------|----------------------|--------------------|
| | ACC/DEV | | ACC/DEV | | ACC/DEV |
| 1. | | 2. | | 3. | |
| 4. | | 5. | | 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. | | | |

COMPANY'S NAME & ADDRESS :

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

NOTES:

- Bidder should carefully read the Terms & Conditions of the Tender Enquiry Form (TEF) prior to filling up this acceptance format.
- This format should be properly filled, signed and returned by the bidder(s) along with their technical offer for considering their Bid.
- Bidder should indicate "ACC" for Accepted, "DEV" for Deviation Taken for each clause number in the above table.
- Bidder to attach Separate Sheet indicating all relevant details such as Number & description of the Clause, Reasons for Deviation and Alternative suggested for any deviations taken by them.
- 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-----

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°..... 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:

SEAL:

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

| | |
|---|--|
| 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 upto and including; and

iii) We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before

..... (validity + 4 weeks from the date of expiry of this guarantee).

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

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

For Bank
(by its constituted attorney)

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

NOTE:

1. Indigenous supplier or Foreign Supplier through Indian Bank to submit BG.

2. If foreign supplier submits BG through Foreign Bank the same should be

submitted

by SWIFT.MDL Bank SWIFT A/c.No.is SBININBB101.

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 it 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 outlined 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

for & on behalf of
Bidder/Contractor

(Office Seal)

(Office Seal)

Place _____

Date _____

Witness 1:

Witness 2:

(Name & Address)

(Name & Address)

Annexure-A

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:

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

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

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

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

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

Annexure-B

GUIDELINES ON BANNING OF BUSINESS DEALINGS

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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 Wilful indulgence by the Agency in supplying sub-standard material irrespective of whether pre-despatch inspection was carried out by MDL or not;
- 6.11 Based on the findings of the investigation report of CBI / Police against the Agency for malafide / unlawful acts or improper conduct on his part in matters relating to the MDL or even otherwise;
- 6.12 Established litigant nature of the Agency to derive undue benefit;
- 6.13 Continued poor performance of the Agency in several contracts;

- 6.14 If the Agency misuses the premises or facilities of the MDL, forcefully occupies, tampers or damages the Company's properties including land, water resources, forests / trees, etc.

If the Agency who knowingly collude to defeat competition with the aim of deriving undeserved profit or gain from doing business with MDL.

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

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 Deptt. 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 mis-behaviour may be appended to the show-cause notice and the Agency should be asked to submit within 15 days a written statement in its defence.

- 9.2 If the Agency requests for inspection of any relevant document in possession of MDL, necessary facility for inspection of documents may be provided.
- 9.3 The Competent Authority may consider and pass an appropriate speaking order:
- a) For exonerating the Agency if the charges are not established;
 - b) For removing the Agency from the list of approved Suppliers / Contactors, etc.
 - c) For banning the business dealing with the Agency.
- 9.4 If it decides to ban business dealings, the period for which the ban would be operative may be mentioned. The order may also mention that the ban would extend to the interconnected Agencies of the Agency.

10. Appeal against the Decision of the Competent Authority

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

11. Review of the Decision by the Competent Authority

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

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

- 12.1 Depending upon the gravity of misconduct established, the Competent Authority may direct HOD (Materials)/OIC (SR&R) to circulate the names of Agency with whom business dealings have been banned, to the Government Departments, other Public Sector Enterprises, etc. for such action as they deem appropriate.
- 12.2 If Government Departments or a Public Sector Enterprise request for more information about the Agency with whom business dealings have been banned, a copy of the report of Inquiring Authority together with a copy of the order of the Competent Authority / Appellate Authority may be supplied.
- 12.3 If business dealings with any Agency have been banned by the Central or State Government or any other Public Sector Enterprise, MDL may, without any further enquiry or investigation, issue an order banning business dealing with the Agency and its 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 2014-25 (FY 2023-24) | Data to be filled by company |
| 2 | ITR filed for AY 2025-26 (FY 2024-25) | Data to be filled by company |

We understand that Tax is to be deducted at source as per provisions of Chapter XVIIB 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 Authorised 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 Less 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).

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

IN RESPECT OF BID / TENDER No.

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

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

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

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

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

Attach separate sheet duly signed if space is not sufficient

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

(f) I 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

ACTUAL LOCAL CONTENT CERTIFICATE**(Tender value Less than Rs 10 Crores)**

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

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

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

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

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

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

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

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

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

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

| Tender Item Sr No | Declared minimum Local content at the time of bidding (%) | Achieved Local content of delivered items (%) |
|-------------------|---|---|
| | | |
| | | |

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

(d) I accept that the Procurement Authority / Institution / MDL / Nodal Ministry has the right to request that the local content be verified in terms of the requirements of revised Public Procurement (preference to Make in India) Order 2017 dated 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. I undertake to retain the relevant documents for 7 years from date of execution.

(e) I understand that the submission of incorrect data, or data that are not verifiable as described in revised Public Procurement (preference to Make in India) Order 2017, may result in the Procurement Authority / Nodal Ministry / MDL imposing any or all 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: _____

Stamp / Seal of the company

LIST IF 1ST CLASS BANKS FROM SBI revised.

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