MAZAGON DOCK SHIPBUILDERS LIMITED
(Formerly known as Mazagon Dock Ltd)
CIN: U35100MH1934GOI002079
(A Government of India Undertaking)
Dockyard Road, Mazgaon, Mumbai 400 010. INDIA

Certified – ISO 9001:2015 for Shipbuilding Division

DEPARTMENT: NPCOS – OUTSOURCING YARD SERVICES

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माझगाँव डॉक शिपबिल्डर्स लिमिटेड, मुंबई द्वारा पात्र बोलीकर्ताओं से नीचे दिये गए विवरण के अनुसार दो-बोली प्रणाली (२) वाणिज्यिक नियम एवं शर्तो के साथ तकनीकी बोली (२) मुल्य बोलि के अंतर्गत ई-प्रॉक्यूरमेंट पोर्टल (**http://Gem.gov.in**) के माध्यम से बोलियां आमंत्रित की जाती है ।

Mazagon Dock Shipbuilders Limited invites on-line competitive bids in TWO BID SYSTEM (Part-I Techno Commercial Bid and Part-II Price Bid), from reputed Bidders / Vendors, on our e-procurement portal www.gem.gov.in, for the Work/Services as detailed in this tender document:

Note: Before quoting against this Tender, the prospective bidder is requested to go through the Tender Enquiry document (& Annexes, if any) thoroughly & carefully. Deviations to the Terms & Conditions of the Tender are highly discouraged. Therefore, any doubts arising in respect of any of the Terms & Conditions stipulated, Qualification Criteria, clarification if any w.r.t. Documentation / Procedural requirements, etc. shall get clarified by the prospective bidder through the Dealing Executive invariably before the submission of the Bid.

The subject Tender requirement is Limited Tender and name of bidders are selected. Hence, offer of any bidder other than these selected bidders will not be considered for further processing.

Salient Features for Participating in (this) GeM-Tender:

1. **Submission of bids against GeM Tenders**: MAZAGON DOCK SHIPBUILDERS LIMITED INVITES ON-LINE COMPETITIVE BIDS from reputed Bidders / Suppliers in TWO BID SYSTEM (Part-I Techno Commercial Bid and Part-II Price Bid) on GeM (Government e Marketing) [**http://gem.gov.in**] for the following Scope of Work / Supplies, terms and conditions:
2. Bidders in their own interest are requested to upload their bids well in advance of tender closing date to avoid the last minute difficulties in uploading the bids. Request for extension, if at all to be made, shall be forwarded at least 3 working days in advance to the tender closing date / time with proper reasoning. MDL reserves all rights in this regard & decision of MDL shall be binding to the applicant. Problems in hardware/software, internet connectivity, system configurations, Browser setting etc., for whatsoever reason shall not be considered for extension of tender closing date and time.
3. MDL will not be responsible for an error in downloading of tender documents from web by the bidders. The version appearing on MDL website will be considered final and authentic.

All bidders are requested to get their technical queries, if any, clarified in advance (3 days in advance to tender closing date) to avoid last minute delay. For any technical clarification, bidders are requested to contact Mr. Sagar Desai, M (HR-SBC) Tel. No.: 022-2376 4167
email: srdesai@mazdock.com

1. SUBJECT:

E-tender enquiry (Two bid system) for "Renewal of Group Personal Accident Policy (GPA) for the year 2027 for executives & non-executives".

2. SCOPE OF WORK: The detailed technical Scope of Work (SoW) is attached herewith as **Annexure-A.**

3. INSPECTION: User Dept.

4. CONTRACT VALIDITY, WORK SCHEDULE, & MOBILISATION:

4.1. Contract validity: GPA Policy shall remain valid for 01.01.2027 to 31.12.2027.

4.2. Mobilization:
Successful bidder shall complete mobilization of his work force, tools & equipment within 1 week after receipt of order. During mobilization period, contractor should arrange entry passes at his own cost for his employees in MDL Premise. Security clearance of all the contractor's personnel who will be working in the yard for this contract at his cost has to be arranged by the contractor. no excuse for delay in commencing the work on this account will be entertained.

5. INTEGRITY PACT (IP): Not Applicable

6. EARNEST MONEY DEPOSIT (EMD): Not Applicable

7. BID REJECTION CRITERIA:

7.1 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:

7.1.1 Bids received after tender closing date and time.

7.1.2 Bids/Offers received other than GEM Portal.

7.1.3 Bidder(s) who is/are debarred under PPP MII order 2017, GeM, CPP including tender holiday issued by MDL.

7.2 Following criteria may render the bids **liable for rejection**. For the following conditions (other than non-negotiable conditions indicated at 7.1), equal time & opportunity for submission of deficient techno-commercial documents and clarification shall be given to the bidders. Bidders are required to submit such documents / clarifications within the duration / date stipulated by MDL, failing which their bids shall be rejected in following case

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

8. QUALIFICATION CRITERIA:

8.1. **Commercial Pre-Qualification Criteria**

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

8.2. **Technical Prequalification Criteria –**Not Applicable

9. VALIDITY PERIOD: Bids/ Offers shall have a validity period of 120 days from the tender closing date.

10. PRE –BID CONFERENCE: Not applicable.

11. ON-LINE SUBMISSION OF BIDS IN TWO-BID SYSTEM:

On-line Offer on the Government E Marketing Site GeM must be uploaded in two parts, Part-I Techno-commercial bid & Part-II price bid as appearing online. Offer in any other form will not be considered:

*The bidder is requested to **ensure that all the documents asked for are submitted** and the documents are clear & legible & duly signed (i.e., self-attested), as it would save considerable time without necessitating the need for furnishing of the documents again by them. The bidder is also requested*

not to submit unnecessary documents not asked for, like signed & stamped copy of this Tender document, etc.

Part- I: Online Techno-commercial bid will be opened on the tender opening date/extended opening date shall contain the following.

11.1 Common Documents:

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

~~11.1.2 The scanned image of EMD BG/ Online Remittance as stipulated in SLA clause no. 6 for EMD, shall be uploaded at Part I tender stage. The original of the above of EMD BG/ Online Remittance shall be forwarded to HOD (OTS) in sealed envelope super scribing Tender Enquiry No. and Due date, so as to reach **within 7 MDL working Days from the tender closing date, addressed To**,~~

~~**HOD (OTS)**~~
~~**6Th Floor, Service Block, North Yard,**~~
~~**MAZAGON DOCK SHIPBUILDERS LTD.**~~
~~**DOCKYARD ROAD,**~~
~~**MUMBAI- 400010.**~~

11.1.3 Bidder should also upload scanned copies of Service Level Agreement (SLA) Acceptance Format and General Condition of Contract (GCC) acceptance format in the Prescribed Formats attached herewith **(Annexures K & M);** duly stamped, signed & filled 'Accepted OR Not Accepted' as applicable for each of the clause. Normally deviations to the tender terms are discouraged. However, if the bidder has any deviations, the same should be filled in above formats (**Annexures K & M**), mentioning the deviation against the relevant Tender clause no., failing which it will be construed that all clauses of Tender inquiry & GCC appearing against the tender are understood by you and are fully acceptable to you. In the event bidder has no deviations, he should submit following forms mentioning 'Accepted'. Any deviations mentioned elsewhere in the offer other than in said Forms will not be considered.

11.1.4 Copy of blank Rate sheet (**Annexure-B**) clearly indicating 'Quoted/ Not-Quoted' as applicable against each of the listed duly stamped & signed, should also be uploaded.

11.1.5 Bidders should upload signed and stamped acceptance of GST Declaration (GST Terms & Conditions) as per **Annexure-O**.

~~11.1.6 Bidders should upload scanned Copies of work Orders and Work Completion Certificates for the job executed to meet the qualification requirement mentioned at TEF Clause No. 8.2.2 above. (Order copies & work completion certificates to be appended).~~

~~11.1.7 Bidder should scan and upload Track Records/ Information of Past Orders as per **Annexure- F**.~~

11.1.8 Copies of valid Registration or Approval certificates (if any) of the following shall be uploaded on-line:

11.1.8.1 Micro Enterprises.

11.1.8.2 Small Enterprises.

11.1.8.3 ISO Accreditation.

11.1.9 **Annexure C:** Declaration Certificate for Local content **clearly indicating / declaring / specifying the local content percentage or / and location of local value addition** in the declaration certificate.

11.1.10 **Annexure Q:** Declaration by bidder for Restrictions under rule 144(xi) of general financial rules GFRs, (2017).

11.1.11 **Annexure U:** Declaration by Bidder Regarding Conflict of Interest.

11.2 In addition to the documents as indicated above, following documents shall be uploaded by bidder.

11.2.1 Bidders registered with MDL should scanned and upload valid Registration Certificate issued by MDL.

11.2.2 Bidders not registered with MDL should scan and upload the following document.

11.2.2.1 Track Record as per Format OTS-F-04 (available on MDL website).

11.2.2.2 Bank details for payment as per Format – OTS- F-12 (RTGS/ NEFT) (available on MDL website).

11.2.2.3 Scanned image of PAN card.

11.2.2.4 Shop & Establishment or Firm registration and Tax registration certificate.

Note: Bidders in their own interest are requested to upload their bids well in advance of tender closing date to avoid the last minute difficulties in uploading the bids. Problems in hardware/software, internet connectivity, system configurations, Browser setting etc., for whatsoever reason shall not be considered for extension of tender closing date and time.

Part- II (Price Bid): This should contain only the PRICES for each of the listed items strictly in the prescribed format provided online in GEM Portal.
Timely submission of the e-bids is responsibility of the bidders and no reasons / excuses in this regard will be entertained.

11.3 **Opening of Techno-Commercial e-Bid (Part-I):** Techno-Commercial e-bid (Part-I) will be opened online on the tender opening date or extended tender opening date or next working day if opening date happens to be holiday declared by MDL. The participant bidder can also witness opening of the bids online from their locations by logging on GEM portal.

11.4 **Opening of Price e-Bid (Part–II):** After completion of Techno-commercial scrutiny, intimation for price e-bid opening will be communicated only to techno-commercially accepted bidders. Bidder (s) to note that such intimation may be given at a short notice by Fax, E-mail or even by telephone only to techno-commercially accepted bidder(s). Techno-commercially qualified bidders can also witness opening of price bids online from their locations by logging on GEM portal.

12. PRICING & ESCALATION:

12.1 Bidder shall quote their prices which will be inclusive of all factor. However, the applicable GST percentage will be indicated separately in the rate sheet.

12.2 MDL shall not be bound by any printed conditions or provisions in the Contractor's Bid Forms or acknowledgement of CONTRACT, invoices, packing list and other documents which purport to impose any conditions at variance with or supplemental to CONTRACT.

12.3 **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)

12.4 **Price Escalation**: Prices shall be firm & fixed during entire tenure of contract.

13. RANKING OF BIDS & DETERMINATION OF L-1 BIDDERS:

13.1 Lowest Techno-Commercially Qualified Overall Lowest Bidder as evaluated by GeM post RA (Reverse Auction) will be considered for the placement of order. Bidders have to quote their price, applicable taxes, etc as per available in GeM Portal.

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

(a) In case of divisible, 50-50 qty to be given to each.

(b) In case of non-divisible, supplementary bid asking for discount to be obtained.

(c) In case of both divisible or non-divisible, lottery option to be exercised after above options are not conclusive.

14. BREACH OF OBLIGATION:

14.1 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,

14.2 Bidder has withdrawn / modified / amended /impaired / derogated from the tender during the period of bid validity

14.3 Bidder fails or refuses to execute the contract upon notification of acceptance of bid by the Purchaser during the period of bid validity.

15. TERMS OF PAYMENT:

15.1 100% Payments towards premium payable towards all Insurance Policies, will be made in advance prior to commencement of Policy period, through RTGS/NEFT only on submission of invoice.

15.2 As per latest GST Rules, Vendors, whose aggregate turnover in any preceding financial year from 2017-2018 onwards, exceeds Rs. 5 Cr as per GST act, will have to issue e-Invoice. In case of failure to submit the E-Invoice/ or the self-declaration (if applicable), Tax invoice should be returned and claim will not be processed.

16. Performance Security {Performance Bank Guarantee (PBG) cum Security Deposit (SD)} (PS): Not Applicable

17. GUARANTEE/WARANTEE: Not applicable

18. 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).

19. BANK GUARANTEE FOR FREE ISSUE MATERIAL: Not Applicable

20. LIQUIDATED DAMAGES/PENALTY: Not Applicable

21. LOADING CRITERIA: Not Applicable

22. PURCHASE PREFERENCE /CONTRACT PLACEMENT:

22.1 Purchase preference shall be as per MSE Purchase Preference Clause Sl. 23.3.8.(2).

22.2 Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference for services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered service. "Traders/Distributors/Sole Agents/Works Contract are excluded from the purview of the policy".

22.3 MDL has right to negotiate with L1 bidders on the quoted prices as specified in the extent of purchase Manual. However, it shall be ensured that Local Content percentage as declared by the vendor is maintained or increased but not reduced.

23. PURCHASE PREFERENCE TO MAKE IN INDIA:

As per revised Public Procurement (Preference to Make in India) Order 2017 No. 19 Jul 2024(CH/199/2024 dt. 16.09.24 issued by Govt. of India to encourage "Make in India" policy, Purchase Preference shall be given to only " Class-I Local Supplier/Bidder" & MSEs as per PPP MSE order 2012 in the following manner

23.1 The terminology/ **definitions** used in the said order is as below:

23.1.1 "Local **content**" means the amount of value added in India which shall be the total value of item (goods, services or works or their combination) under procurement (excluding net domestic indirect

taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value in percent. Different definition of Local Content may be specified by the Nodal Ministry for items assigned to them, which will prevail over above.

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

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

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

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

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

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

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

23.2 **Minimum local content**:

23.2.1 The 'local content' requirement to categorize a supplier as 'Class-1 local supplier' is minimum 50%. For 'Class-II local supplier', the local content requirement is minimum 20%.

23.2.2 The minimum local content in the offer is to be not less than 20% for the present tender.

23.2.3 The local content can be increased by vendors through partnerships, cooperation with local companies, establishing production units in India or Joint Ventures (JV) with Indian suppliers, increasing the participation of local employees in services and training them.

23.3 **Declaration/ Verification of Local Content by Local Supplier**:

23.3.1 Bidders should indicate the percentage of local content (i.e. value added in India) along with the details of location/s where the local value addition is made, in their bids, item wise or tender wise. The indicated local content percentage shall decide categorization of the vendors as "Class-I Local Supplier" / "Class-II Local Supplier" / "Non-local Supplier". All bidders should declare that the item and service offered meets the minimum local content & indicate its percentage in their offer which shall meet or excel required local content specified in tender. This declaration is necessary even if Custom Duty Exemption and / or ERV (if applicable) are not being sought. Certification as under is to be submitted mandatorily in technical offer Part-I bid.

23.3.2 The bidders shall provide a self-certificate, as per **Annexure-C**, giving the percentage of local content and location of local value addition.

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

23.3.4 Declared Local Content shall be the basis for categorization of the vendors and tender evaluation. However, MDL reserves the right to undertake detailed examination of declared local content and may call vendor to submit relevant documents.

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

23.3.6 On scrutiny of offer, if all the bidders participating in the tender happen to have either not submitted the declaration certificate or not declared / specified the local content percentage in the declaration certificate or specified local content lower than the minimum local content requirement as per the tender, the subject tender shall be cancelled & matter shall be taken up with Ministry through MDL Nodal Executive. Meanwhile, re-tendering may be done without applying the provisions of said Order for need fulfilment of MDL.

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

23.3.8 **Purchase Preference**:

1. The requirement specified in this Tender is of non-divisible in nature. Both 'Class-I local supplier' and 'Class-II local supplier' shall be eligible to bid for Purchase preference.
2. Contract placement: As mentioned, Present tender work is not divisible in nature, and the bid is evaluated on price alone, The Purchase preference under make in India and under PPP for MSE 2012 shall be accorded as under:

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

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

   iii. If conditions mentioned in sub paras 24.3.8.(2)(i) and (ii) above are not met i.e. L1 is neither "MSE Class-I local supplier" nor "MSE Class-I local supplier" is eligible to take benefit of purchase preference, the contract will be awarded / purchase preference to be given in different possible scenarios as under:

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

   B. L-1 is "Non-MSE non-Class-l local supplier": -Firstly, purchase preference shall be given to eligible MSE as per PPP-MSE Order. If MSEs not eligible or does not accept then purchase preference to be given to eligible Class- I Local supplier as per PPP-MII Order. If Class-I Local supplier is also not eligible or does not accept then contract be awarded to L1.

23.3.9 After the contract is awarded and the supplies are completed, the supplier shall provide a "Local content certificate" **(Annexure-C-1)** declaring the actual Local content percentage achieved while executing the contract. In case of failure to provide Local Content Certificate for the executed order within reasonable time, the issue be referred for debarment.

23.3.10 The supporting documentation towards realization of committed Local Content as per the contract / order terms & conditions shall be maintained for a period of **seven years from the date of completion of the contract** for audit purpose. Nodal Ministry may constitute committees with internal & external experts for independent verification of self-declarations and auditor's / accountant's certificates on random basis and in the case of complaints.

23.4 Debarment of bidders / suppliers:

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

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

NOTE: PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA), ORDER 2017-REVISION DATED 16 SEP 2020 IS APPLICABLE FOR THIS TENDER

24. FREAK LOW QUOTES: If the quoted L-1 rate is less than MDL Estimate by more than 40% w.r.t. MDL Estimate and if the quoted L-1 rate is less than L2 by more than 30% w.r.t. L2 then such quote is to be treated as freak low quote, then contract only placed after meeting held with L1 bidder to ascertain whether the quoted prices are "workable". MDL reserves the right of part-ordering the services.

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

26. WORKING ON MDL HOLIDAYS: Not Applicable

27. The bidder shall also abide to all statutory requirements, Official Secret Act 1923, Security and Safety Rules as per references, which are part of this tender. If contractors' employees are not adhering to the health, safety and environment norms and the contractors not equipping their employees with suitable safety gears, will be viewed seriously. For non-adherence to above will be levied as per extant guidelines of Security and Safety Rules prevailing time to time, to the contractor without prejudice to other rights to enforce the safety requirements.

28. MDL will not be responsible for an error in downloading of tender documents from web by the bidders. The Version appearing on MDL website will be considered final and authentic.

29. PARALLEL ORDER: : Not Applicable

30. The contract will be governed by General Conditions of the contract and ATC of GeM, while executing work. In case of discrepancy, clauses mentioned in Tender, Technical Scope and Rate sheet will override the clauses mentioned in other enclosures including General Conditions of the contract and ATC of GeM during execution/Tendering process. In the event of placement of order on unregistered vendor, the firm shall apply for registration through Shree. Vijay Wakchaure, Manager, Outsourcing dept., Tel. No. 022-23763350, within one month from placement of orderProcedure for Entry Passes for the Contractor's

Employees: - A Detailed procedure is displayed on the website www.mazdock.com under →Work/Service Contracts.

31. Restrictions under rule 144(xi) of general financial rules GFRs, (2017). (Refer Annexure -Q)

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

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

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

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

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

or

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

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

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

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

vii) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

31.4 The beneficial owner for the purpose of 30.2 above will be as under:

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

Explanation—

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

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

ii) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

iii) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

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

v) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

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

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

31.7 The registration shall be valid at the time of submission of bid and at the time of acceptance of bid. If the bidder was validly registered at the time of acceptance I placement of order, registration shall not be a relevant consideration during contract execution

32. NON-DISCLOSURE AGREEMENT: Not applicable

33. PUBLIC GRIEVANCE CELL:
A Public Grievance Cell headed by Shri R. R. Kumar, ED(EY-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 3rd Floor, Mazdock House or send their complaints / grievances to him in writing for redressal. Contact Telephone No is 23762106

34. SITE VISIT: Not Applicable

35. TECHNICAL CLARIFICATION BEFORE BIDDING:

35.1 Prior to submission of your quotation, bidders are requested understand the scope for any clarification is required bidders may contact Shri. Sagar Desai, M (HR-SBC) on Telephone No 2376 4167 (email id: srdesai@mazdock.com).

35.2 All bidders are requested to get their technical queries, if any, clarified in advance (3 days in advance to tender closing date) before bidding to avoid last minute delay. For any commercial clarification, bidders are requested to contact Mr Nitin Binak, M(NPCOS-YS) on Telephone No 2376 2141 (email id: nbinak@mazdock.com).

36. Conflict of Interest among Bidders/Agents: Bidders having a conflict of interest shall not be eligible to participate in the tender process unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Procuring Entity throughout the Tender process and execution of the Contract.
The bidder shall be considered to have a conflict of interest in this tender process and execution of the resultant contract in the following situations:-

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

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

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

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

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

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

nonresponsive in addition to other punitive actions for violation of Code of Integrity as per the Tender Document.

38. **Cartel Formation/Pool Rates**: - It is possible that sometimes a group of bidders quote the same rate against a tender. Such pool/cartel formation is against the basic principle of competitive bidding and defeats the very purpose of an open and competitive tendering system. Such and similar tactics to avoid/control true competition in a tender leading to "Appreciable Adverse Effect on Competition" (AAEC) have been declared as an offence under the Competition Act, 2002, as amended by the Competition (Amendment) Act, 2007. Such practices should be severely discouraged with strong measures. In case of evidence of cartel formation, detailed cost analysis may be done by associating experts if necessary. Besides, suitable administrative actions can be resorted to, such as rejecting the offers, reporting the matter to trade associations, the Competition Commission or NSIC, etc., and requesting them, inter-alia, to take suitable strong actions against such firms. New firms may also be encouraged to get themselves registered for the subject goods to break the monopolistic attitude of the firms forming a cartel. Changes in the mode of procurement (GTE instead of OTE) and packaging/slicing of the tendered quantity and items may also be tried. A warning clause may also be included in the bid documents to discourage the bidders from indulging in such practices. MDL may also debar the tenderers indulging in cartel formation/collusive bidding/bid rigging for a period of two years from participation in the tenders.

39. In case of proper on-line filling of Acceptance Formats for SLA Acceptance Form, GCC and ATC of GeM, it shall be presumed that all our tender terms & conditions are acceptable to you.

40. We look forward to your participation in e-bidding by offering your most competitive and reasonable bid against this tender.

Yours faithfully,
For MAZAGON DOCK SHIPBUILDERSLIMITED,

Nitin Binak
Manager (NPCOS-Outsourcing yard Service)

Annexure – A	Scope of work.
Annexure – B	Blank Rate Sheet format.
Annexure – C	Declaration Certificate For Local Content
Annexure - C-1	Actual Local Content Certificate to be submitted Post Execution of Contract / PO.
Annexure – D	Bid Proposal Submission Form
~~**Annexure – F**~~	~~Format for information of past orders.~~
~~**Annexure – G**~~	~~MDL Bank account details for remittance of SD.~~
~~**Annexure – H**~~	~~IP~~
Annexure – J	List of Technical documents to be uploaded.
Annexure – K	(Tender Enquiry Form)TEF Acceptance format.
Annexure – L	General conditions of Contract (GCC)
Annexure – M	General conditions of Contract Acceptance format (GCC)
~~**Annexure – N**~~	~~Work completion certificate~~
Annexure – O	GST terms & conditions
Annexure – P	RTGS/ NEFT - Mandate Authorization Form
Annexure – Q	Declaration by bidder for Restrictions under rule 144(xi) of general financial rules GFRs, (2017)
~~**Annexure – R**~~	~~Proforma Bank Guarantee for Bid Bond/ EMD.~~
~~**Annexure- S**~~	~~Proforma Bank Guarantee for SD (Security Deposit)~~
~~**Annexure- T**~~	~~Safety Instruction For Sub-Contractors~~
Annexure-U	Declaration by Bidder Regarding Conflict of Interest.

Annexures:

REFERENCES:

Terms & Conditions (Available on MDL Website www.mazdock.com →Work/Service Contracts or www.mazdock.com → tenders → shipbuilding → Outsourcing).

1) Official Secrets Act 1923 .
2) Safety Code for Sub-Contractors.
3) Procedure for entry passes.

FORMATS:

Available on MDL Website –www.mazdock.com / →Work/Service Contracts.

1) OTS –F-04 Track record.
2) OTS –F-07 Order acceptance Format.
3) OTS –F-12 RTGS/NEFT Mandate Authorization Form.

ANNEXURE A

SCOPE OF WORK

Renewal Group Personal Accident (GPA) Policy for All Existing Employees of Mazagon Dock Shipbuilders Ltd (MDL) for calendar year 2027

Sl. No.	Scope of Work
1	**MDL** intends to renew the existing **Regular GPA Policies** for all Employees & Managerial Personnel of MDL with Predetermined Capital Sum Insured **on Unnamed Basis** as detailed under **Schedule below with a built in provision to extend upto one year on pro rata basis.**
2	The Regular GPA Policy shall cover Death, Permanent Total disability (PTD), Permanent Partial Disability (PPD), Temporary Total Disability (TTD).
3	The compensation against Death, PTD, PPD & TTD shall be governed by Standard GPA Policy of PSU Insurer which are approved by IRDA. Permanent Total Disablement (PTD) & Permanent Partial Disablement (PPD) shall have the same meaning as defined under the Employee's Compensation Act, 1923.
4	The Coverage shall be for 24 hours' basis and worldwide cover subject.
5	The coverage shall also be applicable in the event of Terrorism Activities on Employees anywhere in the world.
	Additional Benefit: - (Free Cover) for Death & PTD only
6	**Education Grant** for one or more than one dependent child (up to 25yrs. of age) in the event of Death or permanent total disablement (PTD) of the insured due to accident,
7	**Carriage of Dead body:** In the event of death of the insured person due to accident as defined in the policy, outside his/her residence – funeral expenses of Rs.5,000/-
8	**Home Alteration and Vehicle Modification** only in case of Permanent Total Disablement and owned vehicle accessible by the insured Person etc. Consolidated Rs.50,000/-
9	**Ambulance services (to and fro)**: Ambulance charges for hospitalization in case of accidental injury of the insured person will be reimburse actual amount or Rs. 2,500/- whichever is lower.
	Other Terms & Conditions / information /Procedures etc.
10	Employees means all pay roll employee of MDL.
11	Monthly addition/ deletion of pay rolled employees will be informed to the insurer for issuing necessary endorsements and adjustment of premiums.
12	Bidders insurance agencies to confirm they have accepted all the above point nos. 1 to 9 above and submitted quoted covering all the above nine (9) points.
13	The bidders should submit their quotation considering all loading and Discounts and their offer should be firm and final.
14	The bidders should submit quotation as per the Price Bid Format for GPA Policy as appended below and Marked Annexure- B.
15	MDL shall pay premium amount for new policy in respect of insured personnel on behalf of the employees on a yearly basis. However, excess amount paid for subscription of employees due for retirement within the year shall be refunded within a month. Monthly deletion of separated employees will be informed to the insurer for issuing necessary endorsement and adjustment of premiums.
16	Payment of claims should be settled within a month from the date of submission of the complete claim documents.

Schedule of Regular GPA Policy for all categories of employees of MDL

Sl. No.	Designation/ Cadre of Employees	No. of employees	Capital Sum Insured (CSI) per employee (Rs. In Lakhs)	Total CSI (Rs. In Lakhs)
1	CMD, Directors, ED & GM	31	30.00	930
2	AGM, DGM & CM	560	25.00	14000
3	Managers and Below	500	20.00	10000
4	Non-Executives including Fixed Term Contract	5200	20.00	104000
5	Apprentices	750	1.00	750
TOTAL		7041		129680

Annexure-B

ILLUSTRATIVE RATE SHEET:

Sr.	Coverage	Total number of employees'/Person to be covered	Total Sum Insured in Lakhs (Rs)	Total Premium	GST%	Stamp Duty	HSN/SAC	Total including GST & Stamp Duty
				Indicate only whether Quoted / Not Quoted		Indicate only whether Quoted / Not Quoted		Indicate only whether Quoted / Not Quoted
1	GPA Insurance Policy for Year 2026	7041	129680					

COMPANY'S NAME & ADDRESS:

_____

_____

_____

SIGNATURE:
DATE:
NAME:
DESIGNATION:
BIDDER'S COMPANY SEAL:
CONTACT NO.
EMAIL ID:

Note:

i) Bidder **to quote lumpsum premium inclusive of GST in GeM bid.**

ii) Annexure-B is only for illustration purpose & for the purpose of indicating tax and whether **quoted / not quoted**, as per clause 11.1.4 of SLA (Service Level Agreement).

iii) Bidder while quoting should consider the all costs such as labour, hike in the minimum wages, transportation, equipment, all incidental expenses, consumables etc.

iv) An illustrative example of blank rate sheet to be uploaded in cover 1 (Part 1 – Technical bid) is given below:

Illustrative Example of Blank rate sheet to be uploaded in Part-I.

Sl. No.	Item Description	No. of person	Sum Insured (in Lakhs)	Premium	GST%	Stamp Duty	HSN	Total
1	GPA Policy for 2026	7041	129680	Quoted	18%	Quoted	12345	Quoted

ANNEXURE-C

DECLARATION CERTIFICATE FOR LOCAL CONTENT

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

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

IN RESPECT OF BID / TENDER No. .....
ISSUED BY: (Name of Firm): .....

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.

(d) 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.

(e) 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.

(f) 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

ANNEXURE-C-1

ACTUAL LOCAL CONTENT CERTIFICATE

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

LOCAL CONTENT DECLARATION (post execution of contract / PO) BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY 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

Annexure D

BID PROPOSAL SUBMISSION FORM

Bid Ref No. and Date ……

Bidder's Name and Address …….

Person to be contacted – Name & Designation ……

Telephone No. …….

To,
General Manager, OTS
Mazagon Dock Shipbuilders Ltd,
Dockyard Road, Mumbai-400 010.

Sub**: -** QUOTATION FOR INSURANCE COVER FOR GPA POLICY

Dear Sir,

1. We hereby propose to provide INSURANCE COVER FOR GPA POLICY as outlined in your bidding documents.
2. We have understood the instructions and the terms and conditions mentioned in the bidding documents furnished by you and have thoroughly examined the detailed Scope of Insurance Coverage along with Extensions and Exclusions and Excess with other conditions laid down by you and are fully aware of nature and scope of coverage required.
3. We hereby confirm our unconditional and complete acceptance and compliance to the provisions contained in the bidding documents and all our answers to the Technical Bid is in affirmative. We declare that the Insurance Coverage and Services will be rendered strictly in accordance with the requirement specified in the bid documents.
4. The following documents are hereby furnished as per format provided in addition to other information as sought in bidding documents.
5. i) Scope of Work and terms & conditions
6. ii) Price Rate Sheet as per Annexure-B
7. We hereby confirm that our Price Bid is submitted as per the Price Schedule and in line with the requirement of bidding documents.
8. We declare that the Total Insurance Premium quoted in Indian Rupees on firm price basis for the entire Scope of Insurance Coverage as detailed in Bidding Documents.
9. We declare that the above quoted Total Premium is firm and shall not be subject to any variation for the entire period of the Insurance Cover which is 1 year. We further declare that the above quoted prices include all taxes, duties and levies payable by us under aforesaid assignment.
10. Our Bid Proposal shall remain valid for acceptance for a period of 90 days from the date of opening of the Bid Proposal by MDL on……

Date…… Signature…….....

Place….....

Name….....

Designation…….....

Seal….....

Annexure-J

LIST OF TECHNICAL DOCUMENTS TO BE UPLOADED IN PART I bid:

1. Annexure- **Q** - Declaration by bidder for Restrictions under rule 144(xi) of general financial rules GFRs, (2017) on firm's letterhead.
2. Technical bid & Shop & Establishment registration. (Exempted for permanent registered vendor with MDL.)
3. Valid Tax Registration Certificate / GST registration certificate and PAN card.
4. Valid Registration Certificate issued by MDL (if any).
5. Validity of Offer (TEF Clause No. 9)
6. Annexure-B in indicating **quoted / not quoted.** Also mention GST% and HSN.
7. **Annexure –C** for Declaration Certificate for Local Content.
8. **Annexure D-** Bid Proposal Submission Form
9. **Annexure – K:** Dully filled (Tender Enquiry Form) TEF Acceptance format to be uploaded.
10. **Annexure – M:** Dully filled General Contract conditions acceptance format to be uploaded.
11. **Annexure – O:** Acceptance for GST terms & conditions to be uploaded.
12. **Annexure-P**: RTGS / NEFT – MANDATE AUTHORIZATION FORM
13. **Annexure – U:** Declaration of para 36 Conflict of Interest among Bidders/Agents.

Annexure-K

TEF (TENDER ENQUIRY FORMAT) ACCEPTANCE FORMAT:

To,
MAZAGON DOCK SHIPBUILDERS LIMITED
OUTSOURCING DEPARTMENT.

SLA CLAUSE No.	BIDDER'S REMARK	SLA CLAUSE No.	BIDDER'S REMARK	SLA CLAUSE No.	BIDDER'S REMARK
	ACC. / DEV.		ACC. / DEV.		ACC. / DEV.
1		2		3	
4		5	Not Applicable	6	Not Applicable
7		8		9	
10	Not Applicable	11		12	
13		14		15	
16	Not Applicable	17	Not Applicable	18	
19	Not Applicable	20	Not Applicable	21	Not Applicable
22		23		24	
25		26	Not Applicable	27	
28		29	Not Applicable	30	
31		32	Not Applicable	33	
34		35	Not Applicable	36	
37		38		39	
40					

COMPANY'S NAME & ADDRESS:

_____

_____

_____

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

NOTE:

a. Bidders should carefully read the Terms & Conditions of the Tender Enquiry Form (TEF) prior to filling up this acceptance format.
b. This format should be properly filled, signed and bidder shall upload the scanned copy of the same online. Bidder(s) should indicate "ACC" for Accepted, "DEV" for Deviation Taken for each clause number in the above table i.e **for Example**

1	**Accepted**	**2**	**Deviation**	**3**	**Accepted**

c. Bidder(s) to attach Separate Sheet indicating all relevant details such as Number & description of the Clause, Reasons for Deviation and Alternative suggested for any deviations taken by them.
d. Clause numbers shown in the above format also includes the sub-clauses under these clauses.

Annexure-L

GENERAL CONDITIONS OF CONTRACT (GCC)

The word '**Purchaser**' refers to MAZAGON DOCK SHIPBUILDERS LIMITED, (MDL), a Company within the meaning of Companies Act, 2013 and it includes its successors or assignees.
The word '**Bidder**' (including the term 'tenderer', 'consultant' 'vendor' or 'service provider' in certain contexts) means any legal entity such as firm(s) of Proprietorship / Partnership Firm / Limited Liability Partnership / Private Limited / Limited company / Society registered under Society's Act / Statutory Bodies/ Consortium/ Joint Venture etc. participating in a procurement process.
The word '**Owner**' means the person or authority with whom Mazagon Dock Shipbuilders Limited (Purchaser) has contracted to carry out work in relation to which orders are placed by the Purchaser on the Bidder/Supplier/Contractor under this contract for supply or manufacture of certain items and would include Department of Defence Production, Ministry of Defence, Government of India, the Indian Navy, the Coast Guard and any other specified authority.
Unless otherwise indicated specifically by the bidder / contractor in his bid, it shall be construed as his acceptance of all the conditions mentioned in this GCC.

1. GENERAL

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

2. MDL's RIGHT TO ACCEPT ANY BID, PART OF BID AND TO REJECT ANY OR ALL BIDS

MDL reserves the right to accept and or reject any or all tenders and or to withdraw the tender in and or award the contract / order in full or part to more than one Bidder without assigning any reason whatsoever and without thereby incurring any liability to the affected Bidder or Bidders or any obligations to inform the affected Bidder or Bidders of the grounds for MDL action.

3. COMMUNICATION & LANGUAGE FOR DOCUMENTATION

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

4. DISPUTE RESOLUTION MECHANISM AND ARBITRATION

(a) Dispute Resolution Mechanism (DRM)

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

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

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

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

(b) Arbitration

(i) Unresolved disputes/differences, if any, shall then be settled by Arbitration. The Arbitration proceedings shall be conducted at Mumbai, India, in English Language, under the Arbitration and Conciliation Act, 1996 as amended from time to time and the rules thereunder.

(ii) MDL prefers to have arbitration through Institutes such as Indian Council of Arbitration (ICA)/ICA-DR, Mumbai Centre for International Arbitration, International Chamber of Commerce (ICC), Singapore International Arbitration Centre (SIAC) with the mutual consent of the parties.
(iii) In case of unresolved difference/dispute between the Purchaser and Supplier, being Central Public Sector Enterprises/Central Govt. departments, the disputes shall be resolved firstly through mutual discussion or through the empowered agencies of the Govt. or through arbitration by reference by either party to the department of Public Enterprises, as per extant guidelines. If disputes/differences remain unresolved/unexecuted, the same shall be referred first to the Cabinet Secretariat and then, if necessary to the PMO.

5. JURISDICTION OF COURTS

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

6. CODE OF INTEGRITY IN PUBLIC PROCUREMENT

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

6.1 Corrupt practice

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

6.2 Fraudulent practice

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

6.3 Anti-competitive practice

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

6.4 Coercive practice

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

6.5 Conflict of interest

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

6.6 Obstructive practice

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

Annexure-M

GENERAL CONDITIONS OF CONTRACT ACCEPTANCE FORMAT (GCC):

To,
MAZAGON DOCK SHIPBUILDERS LIMITED
OUTSOURCING DEPARTMENT.

GCC CLAUSE No.	BIDDER'S REMARK	GCC CLAUSE No.	BIDDER'S REMARK
	ACC. / DEV.		ACC. / DEV.
1		2	
3		4	
5		6	

COMPANY'S NAME & ADDRESS:

_____

_____

_____

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

NOTE:

1. Bidders should carefully read the GENERAL CONDITIONS OF CONTRACT of the Tender (GCC) prior to filling up this acceptance format (available on MDL Web site
2. This format should be properly filled, signed and bidder shall upload the scanned copy of the same online. Bidder(s) should indicate "ACC" for Accepted, "DEV" for Deviation Taken for each clause number in the above table i.e **for Example.**

1	**Accepted**	**2**	**Deviation**	**3**	**Accepted**

3. Bidder(s) to attach Separate Sheet indicating all relevant details such as Number & description of the Clause, Reasons for Deviation and Alternative suggested for any deviations taken by them.

Annexure-O

TERMS RELATED TO TAXES (GST)

1. GST as per GST Laws shall be payable extra as quoted and agreed.
2. In case of purchases of goods/services from unregistered dealers under GST Laws, GST will be paid by MDL under reverse charge mechanism.
3. Benefits from reduction in rate of tax/ITC are required to be passed on to consumer. Where "applicable GST" has been quoted as extra, Goods and service providers (except un-registered dealers under GST Law) have to submit declaration that they have complied with 'Anti-profiteering clause' under GST Law. Such declaration be given in technical bid.
4. If the vendor is registered under GST, vendor shall mention the HSN code for goods &/or services in their tax invoice, etc. These codes must be in accordance with GST Laws and responsibility of specifying correct HSN codes for goods &/or services is that of the vendor. MDL shall not be responsible for any error in HSN code for goods &/or services specified by supplier / contractor. Supplier /Contractor shall pay penalty and/ or interest imposed on MDL or any loss due to delay in availing ITC by MDL or any loss of ITC to MDL due to errors by vendors at any stage. MDL reserves right to recover any such interest, penalty or loss from any amount due to Supplier /Contractor or otherwise.
5. In case, MDL is unable to avail ITC, supplier/contractor at their own cost shall rectify the shortcoming in the returns to be filed immediately thereafter. Further, if the ITC is delayed / denied to MDL / reversed subsequently as per GST Laws due to non / delayed receipt of goods and / or services and / or tax invoice or expiry of timelines prescribed in GST Laws for availing ITC, non-payment of taxes or non-filing of returns or any other reason not attributable to MDL, Supplier /Contractor shall pay any loss of amount along with interest and penalty on MDL under GST Laws for the number of days the ITC was delayed. If the short coming is not rectified by supplier/contractor and MDL ends up in reversal of credits and / or payments, supplier /contractor is fully liable for making good all the loss incurred by MDL. MDL reserves right to recover any interest, penalty or loss from any amount due to Supplier /Contractor or otherwise.
6. If the vendor is registered under GST, the GST registration number (15 digit GSTIN) issued by GOI shall be mandatorily provided by the vendor. Vendor having multiple business verticals within state / at multiple states with separate GST registration numbers shall forward GSTIN of only that vertical which is involved in supply of goods and/or services. MDL GSTIN is 27AAACM8029J1ZA and vendor shall mention the same while invoicing and avoid any data entry error on GST portal.
7. If the vendor is registered under GST, Vendor shall ensure timely submission of invoice as per the provisions / requirement / timeline promulgated by GOI in relation to GST Law with all required supporting documents to enable MDL to avail input tax credit promptly. The vendors invoice inter alia should contain GSTIN of vendor, GSTIN of MDL (i.e. 27AAACM8029J1ZA), GST tax rate separately, HSN code wise goods or services, place of supply, signature of vendor, etc. Original invoice needs to be submitted to Bill Receipt Centre at MDL gate, and a copy of the invoice should be given to the goods receiving section(GRS).
8. If the vendor is registered under GST, vendor shall file all applicable returns under GST Laws in the stipulated time & any losses of tax credit to MDL arising due to delay in filing will be recovered from their invoice wherever MDL is eligible to avail tax credit. Any default towards payment of tax and / or uploading of monthly returns by supplier/contractor, MDL retains right to withhold payments towards tax portion until the same is corrected & complied by the supplier/contractor with the requirement of GST along with satisfactory evidence.
9. The rate sheet enclosed with the tender will indicate the rates to be entered under each head wherever applicable. Bidders must clearly mention the applicable Taxes & Duties. The item-wise rates (i.e. Basic+P&F+F&I) quoted in the Rate Sheet should exclude Taxes & Duties. Bidder should indicate GST rates as applicable separately under each of the head in the same Rate sheet, which will be paid extra based on tax invoice to the extent applicable. The GST will be applicable on total basic rate of each item (i.e. Basic + P&F + F&I).

Annexure-P

RTGS / NEFT – MANDATE AUTHORIZATION FORM

Mazagon Dock Shipbuilders Limited
Dockyard Road,
Mumbai – 400 010

1.	Vendor Name	:	
2.	PAN No.	:	
3.	Vendor Address	:	
4.	Vendor's Telephone	:	
5.	E-Mail Address	:	
6.	Bank Name	:	
7.	Bank Address Fax No. Telephone No.	:	
8.	Account No.	:	
9.	Account Type	:	
10.	NEFT Code	:	
11.	RTGS Code	:	
12	MICR No.	:	
13.	Excise No.	:	
14.	GST No.	:	

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

Date **Suppliers Seal** **Authorized Signature of the suppliers**

Certified that the particular as per Serial No. 1 to 14 are correct as per our records.

Date **Bank's Stamp** **Authorized Signatories of Bank Officer**

Annexure-Q

Declaration by bidder for RESTRICTIONS UNDER RULE 144(XI) OF GENERAL FINANCIAL RULES GFRS, (2017) AS PER DIRECTIVES F NO. DPE/7(4)/2017-FIN DTD 24.02.2023 & ORDER NO F.7/10/2021-PPD (1) DTD 23.02.2023

(On bidder's Letter Head)

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 / is from such a country*** **and registered with the Competent Authority** *(strike out whichever is not applicable)*. 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

Annexure-U

DECLARATION BY BIDDER REGARDING CONFLICT OF INTEREST AMONG BIDDERS/ AGENTS

GeM Bid/Tender No.: …… Dated:……..

i. I have read the tender clause no. 36 regarding Conflict of Interest among Bidders/ Agents; I certify that our Firm M/s……...is not having any conflict of interest with any bidder/agent participating in this bidding process.

I hereby certify that our Firm M/s……...fulfils all requirements in this regard and is eligible to be considered for subject tender.

COMPANY'S NAME & ADDRESS:

_____

_____

_____

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