

PROCUREMENT OF PR FOR 02-TYPES OF STRATEGIC SPARES & 10-TYPES OF B&D SPARES (CSM) FOR BOAT-4 TO 6 OF P75

MAZAGON DOCK SHIPBUILDERS LIMITED

(A Government of India Undertaking)

Dockyard Road, Mumbai - 400 010, India.

DIVISION: SUBMARINE

DEPARTMENT: EAST YARD-COMMERCIAL

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MAZAGON DOCK SHIPBUILDERS LIMITED (Formerly known as Mazagon Dock Limited), 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 offer from Single Nominated Supplier M/s Thales India Pvt Ltd.

"This is a Single Tender enquiry on M/s Thales India Pvt Ltd. Unsolicited bids submitted by all other vendors will be summarily rejected"

SUB: PROCUREMENT OF 02-TYPES OF STRATEGIC SPARES & 10-TYPES OF B&D SPARES (CSM) FOR BOAT-4 TO BOAT-6 OF P75

A) TENDER ENQUIRY FORM

1.	<p>Description of Supplies:</p> <p>(i) Strategic Spares and Base & Depot (B & D) Spares with quantities as listed in Scope of work / supply at Enclosure-01.</p> <p>(ii) Additional Information as per Enclosure-02 (applicable for all items including strategic spares)</p> <p>Note: a) Bidder/Supplier shall ensure that supply of B & D spares is fully compatible and suitable for use with the respective main equipment ordered by MDL on the Bidder/Supplier under P-75.</p> <p>b) Firm to note that supply should be strictly as per part numbers only.</p>
2.	<p>Earnest Money Deposit (EMD) / BID BOND: Not applicable.</p>
3.	<p>Soft Copies/Scanned Copies of below mentioned documents/details are to be attached with offer Offer must be submitted through GeM Portal in <u>SINGLE BID</u> as stated below:</p> <p>(i) Bidder's Statement on their Company Letterhead indicating GeM Bid No, GeM Bid Date, confirming compliance and acceptance on the Scope of Supplies and other Terms and Conditions as included in this GeM Bid enquiry, duly signed, stamped and dated by bidder's authorized person(s). Tender Enquiry Form (TEF) (Enclosure-21), General Conditions of Contract (GCC) (Enclosure-22) & DEVIATION SHEET (Enclosure-23) duly filled as ACC or DEV to be submitted.</p> <p>(ii) List of B & D spares in ILMS format duly filled as per Enclosure-20.</p> <p>(iii) Requirement Matrix at Enclosure-04 duly filled and signed by the bidder confirming applicability of following requirements indicating "Yes" or "No" corresponding to each item.</p> <p>a) Calibration requirements</p> <p>b) Special provision for handling requirements</p> <p>c) Storage & preservation / de-preservation requirements</p> <p>d) Requirements of test & trials before use</p> <p>e) Shelf life requirements</p> <p>f) Submission of Technical data sheets by Supplier</p> <p>g) Hazardous item</p> <p>h) Shock sensor requirement as per SEFC-17-50-07</p> <p>(iv) Tilt sensor requirements as per SEFC-17-50-07</p> <p>(v) Duly filled Enclosure-05 indicating shelf life detail corresponding to each item.</p>

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- (vi) Duly filled **Enclosure-06** indicating initial validity, periodicity of calibration.
 - (vii) All pages of the scope of material supply (**Enclosure-01 & 02**) with Door delivery OR CIF/CIP (Mumbai/JNPT Seaport) delivery and
 - (viii) Extract of official secret Act 1923 (**Enclosure-11**) duly signed, stamped with company seal and submitted along with the offer as a token of acceptance of the terms & conditions by the bidders.
 - (ix) Bidder to submit Draft End User certificate (EUC) as per **Enclosure-07**, if required.
 - (x) Bidder's bank account details with Name, addresses contact details of the bank as per **Enclosure-08**.
 - ~~(xi) Firm has to submit bid security declaration format as per **Enclosure-33**.~~
 - (xii) Integrity pact duly signed on all pages (**Enclosure-19**)
 - (xiii) Price bid format is as per **Enclosure-03**
- 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.

4. Bid Rejection Criteria:

A) Categorical Rejection:

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:

- I) Bids received after tender closing date and time.
- II) Bids received through other than GeM Portal
- III) Bidders who are debarred under PPP MII order 2017, GeM, CPPP including Tender holiday issued by MDL.

B) Liable for Rejection:

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:

(i) OEM/Authorized Dealer/Agents of Supplier:

Except in case of Commercially-Off-the-Shelf (COTS) items, when a firm sends quotation for an item manufactured by some different company, the firm is also required to attach, in its quotation, the manufacturer's authorization certificate and also manufacturer's confirmation of extending the required warranty for that product. In cases where the manufacturer has submitted the bid, the bids of its authorised dealer will not be considered and EMD will be returned. And in case of violations, both infringing bids will be rejected.

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.

(ii) Bids received without Integrity Pact duly signed by the bidder on each page.

(iii) Non-submission of Compliance Certificate w.r.t Land Border Clause as per **Enclosure-12**. (Order (Public Procurement No.4) dtd 23 Feb 2023 on Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 201.

5. Delivery Period / Completion Schedule:

- (i) Time is the essence of the supplies. Material must be delivered as per the following schedule.

Boat Nomenclature	Door Delivery
Items of Boat No. 4 to 6	24 months from Coming into Force (T0) condition

- (ii) Bidder is requested to confirm acceptance of above delivery schedule in the offer.

Note: Successful bidder to submit initial plan/programme/Bar-chart or any other mutually agreed format listing all the activities involved in manufacture and or supply, thereafter every month till delivery and every week in case of delays.

- (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. Please note that End-user certificate will be provided within 4-5 weeks after receipt of written request from the Supplier post ordering.

- (iv) [Coming into Force \(T0\) condition is as below.](#)

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	<p>a) Acknowledgement of Purchase Order from M/s Thales India / Signature of the Contract by both Parties.</p> <p>b) Receipt of original ink signed copy of EUC from MDL & Navy and grant of the export license of all and every items by French Export Authorities.</p>
6.	<p>Pricing:</p> <p>a. Quoted prices shall be for supply of materials inclusive of all taxes & duties, all documentation of Commercial, Technical or any other nature as contained in this tender enquiry.</p> <p>b. Bidder shall quote the prices of all items services listed in the price sheet format of the tender enquiry for delivery of the items of Enclosure -1 at WED, Mankhurd (MBI) / completion of the work at MDL site. The prices quoted shall remain firm and fixed during the currency of the order / contract unless agreed otherwise by MDL</p> <p>c. Price Variation Clause (PVC): Not Applicable</p> <p>Note: Custom duty with cess (if applicable) & GST will be paid at actuals prevailing during the scheduled contract period. For custom duty, firm to submit relevant documentary evidence.</p>
7.	<p>Terms of Payment:</p> <p>I. Advance payments are discouraged and therefore are to be considered as not allowed. In case any bidder is quoting Advance Payment then their offer will be summarily rejected.</p> <p>II. Part supply, part payment is allowed.</p> <p>III. 100% payment along with 100% tax 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 15-20 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):</p> <ol style="list-style-type: none"> a) Signed Invoice showing item wise description & prices as per order. b) Delivery challan(s) and Copy of Joint receipt inspection report (JRI) duly acknowledged by WED, Mankhurd for delivery of the items at Enclosure -1. c) Signed Packing Lists clearly showing and co-relating list of items packed and indicating details of shelf life i.e. date of manufacturing and expiry, where applicable. d) Inspection report of CQAE-IN confirming unconditional acceptance of ordered items in case of indigenous spares- e) Submission of Certificate of Conformity (COC) for final dispatch of items as per Enclosure-13. f) Calibration Certificates, where applicable, endorsed by Supplier-QC duly indexed in correlation with item(s) as per order. g) Warranty Certificate as per format at Enclosure-14. h) Performance Security as per format at Enclosure-15. i) Proof of having submitted the following, where applicable, duly indexed in correlation with item(s) as per order. <ol style="list-style-type: none"> i. Technical Data Sheets. ii. Special provisions of Storage and Handling. j) MDL/IN Certificate of having received the Digital photographs of each spare in digital media in jpeg format in CDROM in not less than 800X600 resolution k) Certificate issued by MDL of having received Weight, dimensions and corresponding volume, where applicable, correlating with each item as per order and in the format as per Enclosure-16. l) Certificate issued by MDL of having received Periodic Preservation / De-preservation procedures, where applicable, correlating the item as per order and in the format as per Enclosure-17. m) Copy of duly filled TDS declaration in the prescribed enclosed format as per Enclosure-18. <p>Note: Bidders shall furnish all the necessary details like name of the bank/branch, branch code No, bank account no in their technical bid.</p>
8.	<p>Guarantee / Warranty:</p> <p>The bidder shall warrant minimum 18 months from date of delivery and the items supplied under the order shall be free from Design, manufacturing, performance deficiencies for a period and other details as mentioned in Para 5 of Enclosure-02 and provide the warranty certificate according to format at Enclosure-14</p>

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9.	<p>Performance Security (Performance Bank Guarantee Cum Security Deposit): Bidder shall submit Performance Security {Performance Bank Guarantee (PBG) cum Security Deposit (SD)} for an amount of 5% (Five per cent) of the Contract/Order value excluding taxes, duties, freight etc. in the form of NEFT/ Demand Draft / Pay order / Bank Guarantee / Insurance Security Bond / e-Bank Guarantee in favour of Mazagon Dock Shipbuilders Limited, Mumbai from the list of Banks approved by SBI / Canara Bank published on MDL website as per MDL standard format at Enclosure-15 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.</p> <p>Non-submission or late submission of Security Deposit:</p> <p>(i) MDL may at their discretion cancel the order and invoke risk purchase clause.</p> <p>(ii) If MDL does not cancel the order, then interest will be recovered on the Security deposit amount for the late submission of Security deposit at the rate of interest i.e. SBI BPLR plus 2% in case of Indigenous bidders & EUROBOR/LIBOR plus 2% in case of foreign bidders declared by Indian Nationalized Bank State Bank of India for that quarter</p>
10.	<p>Consignee: The Supplier/Vendor shall arrange dispatch of good by appropriate transport mode as per the order and consign the same to: <u>Consignee Address:</u> MAZAGON DOCK SHIPBUILDERS LIMITED, Dock Yard Road, Mumbai –India 400 010. Phone: 022-23763651/52 Contact Person: Officer In Charge (East Yard – Stores)</p> <p><u>Delivery Address:</u> Weapon Equipment Depot, Mankhurd Station road, Mankhurd Gaon, Mankhurd, Mumbai, Maharashtra-400088</p>
11.	<p>Inspection:</p> <p>(i) Receipt Inspection: Receipt Inspection will be carried out by IN reps along with MDL & Supplier rep. Visual inspection will be undertaken generally without resorting to opening sealed / hermetic packing unless essentially needed.</p> <p>(ii) Pre-dispatch inspection:</p> <p>a) Imported spares: Confirming unconditional acceptance of material by Supplier-QC in the form of CoC. (Enclosure-12).</p> <p>b) Indigenous spares: The respective CQAE-IN rep</p> <p>(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 30 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.</p>
12.	<p>Packaging and Marking:</p> <p>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 as explained at para 8 of the Enclosure-02. This also includes fulfilment of acoustic and shock requirement according to SEFC 17-50-07.</p>

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	<p>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 "ACOUSTIC SENSITIVE" and or "FRAGILE", "DO NOT DROP". Marking and storage should be conformed to STANAG 4281.</p> <p>(i) All packing & marking shall also generally conform to INCOTERMS for CIP deliveries.</p>
13.	<p>In Service Life / Shelf Life, if applicable: Bidder shall supply the item to MDL from the latest production having minimum 80% residual shelf Life on the date of delivery at WED, Mankhurd. The In Service Life/Shelf Life of the material shall be stipulated in the offer. In case of shelf Life, the period and the relevant storage conditions should be clearly specified. Bidder shall fill the format for certificate of Service Life / shelf Life at Enclosure-05 and submit in their offer and with delivery of item.</p>
14.	<p>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,</p> <ol style="list-style-type: none"> Bidder has withdrawn / modified / amended / impaired / derogated from the tender during the period of bid validity. Bidder fails or refuses to execute the contract upon notification of acceptance of bid by the purchaser during the period of bid validity.
15.	<p>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.</p>
16.	<p>Integrity Pact: The Integrity Pact essentially envisages the agreement between prospective venders/bidders and MDL committing the person/officials of both the parties not to exercise any corrupt influence on any aspect of the contract. only those venders/bidders who enter into such an integrity pact with the MDL would be competent to participate in the bid. Therefore, non-acceptance of integrity pact by the vender/bidders shall be categorical rejection criteria. The Bidder must accept and sign the "Integrity Pact" attached as Enclosure-19. Independent External Monitor (IEM) appointed by MDL will have power to access all the document and examine the complaints received by him. Details of Independent External Monitor (IEMs) are as below:</p> <ol style="list-style-type: none"> Mr.M N Krishnamurthy, IPS (Retd) Email id: krishnamurthymn19@gmail.com Mr. Deepak Kashyap, IRTS (Retd) Email id : deepakkashyapnd02@gmail.com <p>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.</p>
17.	<p>Order Acceptance: Order Acceptance will depend on Coming into force (T0) condition defined as below.</p> <ol style="list-style-type: none"> Acknowledgement of Purchase Order from M/s Thales India / Signature of the Contract by both Parties. Receipt of original ink signed copy of EUC from MDL & Navy and grant of the export license of all and every items by French Export Authorities. <p>Note: Firm is requested to acknowledge the PO at the earliest and to forward EUC format to MDL on priority for obtaining necessary signatures from concerned authorities. Unjustifiable delay will not be acceptable.</p>
18.	<p>MDL reserves the right to consider placement of order in full / part against the tendered quantity or reject any or all tenders without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder(s).</p>

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19.	<p>Claims by Firms: No claims by the firms will be entertained after 03 years from date of execution/completion of order.</p>
20.	<p>Liquidated Damages: Time is an essence of the contract. Therefore, the job, as ordered, should be completed on the dates mutually agreed upon in accordance with the delivery/completion schedule mentioned in PO. In cases of delay not attributable to Purchaser, beyond the agreed schedule, the Supplier / Contractor shall pay liquidated damages, a sum representing 0.5 % (Half percent) per week or part thereof, subject to maximum of 5% of the undelivered /unfinished portion of the order/ contract.</p>
21.	<p>In case of any technical clarifications, bidder is requested to contact Mr. Bharat Agrawal, M(Design-EY), Email Id : bbagrawal@mazdock.com, Ph No- 02223763387 before the closing date of the tender.</p>
B)	<p><u>GENERAL CONDITIONS OF CONTRACT (GCC)</u></p> <p>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.</p> <p>1. <u>TENETS OF INTERPRETATION</u> (Applicable for Goods and Services) Unless where the context requires otherwise, throughout the contract:</p> <ul style="list-style-type: none"> (a) The heading of these conditions shall not affect the interpretation or construction thereof. (b) Writing or written includes matter either whole or in part, in digital communications, manuscript, typewritten, lithographed, cyclostyled, photographed, or printed under or over signature or seal or digitally acceptable authentication, as the case may be. (c) Words in the singular include the plural and vice-versa. (d) Words importing the masculine gender shall be taken to include other genders, and words importing persons shall include any company or association or body of individuals, whether incorporated or not. (e) Terms and expression not herein defined shall have the meanings assigned to them in the Contract Act, 1872 (as amended) or the Sale of Goods Act, 1930 (as amended) or the General Clauses Act, 1897 (as amended) or of INCOTERMS, (current edition published by the International Chamber of Commerce, Paris) as the case may be. (f) Any reference to 'Goods' shall be deemed to include the incidental Works/ Services also. (g) Any generic reference to GCC shall also imply a reference to TEF as well. (h) In case of conflict, provisions of TEF shall prevail over those in GCC. (i) Any reference to 'Contract' shall be deemed to include all other documents (inter-alia GCC, TEF). (j) Any reference to any legal Act, Government Policies or orders shall be deemed to include all amendments to such instruments, from time to time, till date. (k) Fall Clause shall be expressly applicable in the case of Rate Contract. <p>2. <u>LANGUAGE OF CONTRACT</u> Unless otherwise stipulated in TEF, the contract shall be written in the Official Language or English. All correspondence and other contract documents, which the parties exchange, shall also be written/ translated accordingly in that language. For purposes of interpretation of the contract, the English documents/ translation shall prevail.</p>

3. **GOVERNING LAWS AND JURISDICTION**

3.1 **Governing Laws and Jurisdiction**

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

3.2 **Changes in Laws and Regulations**

Unless otherwise stipulated in the contract, if after the last deadline for the bid submission (Techno-commercial), any law, regulation, ordinance, order or bye-law having the force of law is enacted, promulgated, abrogated, or changed in India (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/ or the contract Price, then such Delivery Date and/ or Contract Price shall be correspondingly increased or decreased, to the extent that the contractor has thereby been affected in the performance of any of its obligations under the contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable.

4. **CONFIDENTIALITY, SECRECY AND IPR RIGHTS**

(a) **IPR Rights**

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

(b) **Confidentiality**

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

(c) **Secrecy**

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

(d) **Obligations of the contractor**

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

- (ii) The contractor shall treat and mark all information as confidential (or Secret – as the case may) and shall not, without the written consent of MDL, divulge to any person other than the person(s) employed by the contractor in the performance of the contract. Further, any such disclosure to any such employed person shall be made in confidence and only so far as necessary for such performance for this contract.
- (iii) Notwithstanding the above, the contractor may furnish to its holding company or its Subcontractor(s) such documents, data, and other information it receives from MDL to the extent required for performing the contract. In this event, the contractor shall obtain from such holding company/ Subcontractor(s) an undertaking of confidentiality (or secrecy – as the case may be) similar to that imposed on the contractor under the above clauses.
- (iv) The obligation of the contractor under sub-clauses above, however, shall not apply to information that:
 - (aa) The contractor needs to share with the institution(s) participating in the financing of the contract;
 - (ab) now or hereafter is or enters the public domain through no fault of Contractor;
 - (ac) can be proven to have been possessed by the contractor at the time of disclosure and which was not previously obtained, directly or indirectly, from MDL; or
 - (ad) otherwise lawfully becomes available to the contractor from a third party that has no obligation of confidentiality.
- (v) The above provisions shall not in any way modify any undertaking of confidentiality (or Secrecy – as the case may be) given by the contractor before the date of the contract in respect of the contract/ the Tender Document or any part thereof.
- (vi) The provisions of this clause shall survive completion or termination for whatever reason of the contract.

5. **PERMITS, APPROVALS AND LICENSES** (Applicable for Goods and Services)

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

Delay in obtaining export license will not be considered for imposing LD if the delay is not attributable to Thales and it is due to any involved third party then upon submission of satisfactory documentation firm's proposal will be considered

6. **TRANSFER OF TITLE OF GOODS** (Applicable for Goods)

Transfer of title shall occur on delivery to the consignee. Firm will not be responsible for any damages post transfer of title and MDL shall be solely responsible for appropriate storage and safety of goods. However, Firm shall provide proper storage guidelines to MDL.

Firm shall submit all necessary documents on time for inspection of items.

7. **EXTENSION OF DELIVERY PERIOD**

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

(b) Conditions for Extension of Delivery Period

When the period of delivery is extended due to unexcused delay by the contractor, the amendment extending the delivery period shall, inter alia, be subject to the following conditions:

(i) Liquidated Damages

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

(ii) Denial Clause

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

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

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

(c) Liquidated damages

~~If the contractor fails to deliver any or all of the Goods or fails to perform the incidental Works/ Services (e.g. installation, commissioning or operator training) within the time frame(s) incorporated in the contract, MDL shall, without prejudice to other rights and remedies available to MDL under the contract, deduct from the contract price, as agreed liquidated damages, but not as a penalty, a sum equivalent to the 0.5 % percent (excluding taxes) of the delivered price of the delayed Goods and/ or incidental Works/ Services for each week of delay or part thereof until actual delivery or performance, subject to a maximum deduction of the 5% of the delayed Goods' or incidental Works/ Services' contract price(s). Besides liquidated damages during such a delay, the denial clause shall also apply. Any failure or delay by any subcontractor, though their employment may have been sanctioned shall not be admitted as aground for any extension of time or for exempting the contractor from liability for any such loss or damage as aforesaid.~~

8. DEFAULTS, BREACHES & TERMINATION OF CONTRACT

Termination due to Breach, Default, and Insolvency

(a) Defaults and Breach of Contract

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

(i) Default in Performance and Obligations

If the contractor fails to deliver any or all of the Goods or fails to perform any other contractual obligations (including Code of Integrity or obligation to maintain eligibility and Qualifications based on which contract was awarded) within the period stipulated in the contract or within any extension thereof granted by MDL.

(ii) Insolvency

If the contractor is wound up or ceases to otherwise trade or is unable to pay its debts as and when they fall due or is otherwise subject to any insolvency procedure.

(iii) If a receiver or similar official is appointed overall or any of the assets of the contractor or a petition is presented for its winding up or it entered into a composition with its creditors;

(b) Notice for Default

As soon as a breach of contract is noticed, a show-cause 'Notice of Default' shall be issued to the contractor, giving two weeks' notice, reserving the right to invoke contractual remedies. After such a show-cause notice, all payments to the contractor would be temporarily withheld to safeguard needed recoveries that may become due on invoking contractual remedies.

(c) Terminations for Default

(i) Notice for Termination for Default: In the event of unsatisfactory resolution of 'Notice of Default' within two weeks of its issue as per sub clause above, MDL if so decided, shall by written Notice of Termination for Default sent to the contractor, terminate the contract in whole or in part, **with making full payment for works already completed and works initiated.**

(ii) Such termination shall not prejudice or affect the rights and remedies, including under sub-clause below, which have accrued and/ or shall accrue to MDL after that.

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

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

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

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

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

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

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

(v) Prefer claims against insurances, if any.

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

(vii) Risk and Cost Procurement

In addition to termination for default, MDL shall be entitled, and it shall be lawful on his part, to procure Goods same to those terminated, with such terms and conditions and in such manner as it deems fit at the "Risk and Cost" of the contractor. Such 'Risk and Cost Procurement' must be initiated (viz. AIP/PR/Tender) within six months from the termination of Contract. The Contractor shall be liable for any loss which MDL may sustain on that account provided the procurement, or, if there is an agreement to procure, such agreement is made. The Contractor shall not be entitled to any gain on such procurement, and the manner and method of such procurement shall be in the entire discretion of MDL.

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

9. CLOSURE OF CONTRACT

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

10. COMMUNICATION AND LANGUAGE FOR DOCUMENTATION

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

11. PRESERVATION AND MAINTENANCE

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

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

12. FREIGHT AND INSURANCE. (Applicable for Goods)

(a) For Indigenous Bidders

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

(b) For Foreign Bidders

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

13. DEMURRAGE (Applicable for Goods)

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

14. CANCELLATION OF TENDER

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

15. PURCHASER'S PROPERTY.

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

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

16. REJECTION OF MATERIALS

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

Firm shall collect defective items at the earliest post receipt of intimation from MDL.

17. RECOVERY-ADJUSTMENT PROVISIONS

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

then due or thereafter may become due to the Supplier / Contractor under the same contract with the Purchaser. If any excess amount is paid to M/s Thales under present requirement, then that excess amount paid must be refunded to MDL's account by M/s Thales India.

18. INDEMNIFICATION

M/s Thales, India / France, his employees, licencees, agents or Sub-Supplier /Subcontractor, while on site of the Purchaser for the purpose of this contract, indemnifies the Purchaser against direct damage and/or injury to the property and/or the person of the Purchaser or that of Purchaser's employees, agents, Sub-Contractors / Suppliers occurring and to the extent caused by the negligence of the Bidder / Supplier / Contractor, his employees, licensees, agents or Sub-contractor by making good such damages to the property, or compensating personal injury and the total and cumulated liability of the supplier / contractor shall in no event exceed an amount equivalent to 100% of the contract price excluding taxes.

In no event shall supplier / contractor be liable to the buyer for any indirect, consequential or incidental damages including without any limitation, any loss of revenue or profit, any loss of use of goods or rights, any loss of clientele, loss of image.

19. TRANSFER OF SUPPLIERS / CONTRACTOR'S RIGHTS (Applicable for Goods and Services)

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

20. SUBCONTRACT AND RIGHT OF PURCHASER

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

21. PATENT RIGHTS

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

22. AGENTS/AGENCY COMMISSION

The seller confirms and declares to the buyer that the seller is the original manufacturer or authorized distributor/stockiest of original manufacturer of the goods referred to in this contract and has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommended to the Buyer or any of its functionaries, whether officially or unofficially , to the award of the Contract / Purchase order to the Seller; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation.

The Seller agrees that if it is established at any time to the satisfaction of the Buyer that the present declaration is in any way incorrect or if at a later stage it is discovered by the Buyer that the Seller has engaged any such individual/firm, and paid or intended to pay any amount, gift, reward , fees, commission or consideration to such person, party, firm or institution , whether before or after the signing of this Contract / Purchase order, the Seller will be liable to refund that amount to the Buyer. The seller will also be debarred from participation in any RFQ/Tender for new projects/program with Buyer for a minimum period of five years.

The buyer will also have a right to consider cancellation of the Contract either wholly or in part, without any entitlement or compensation to the Seller who shall in such event be liable

to refund all payments made by the buyer in terms of the Contract along with interest at the rate of 2% per annum or 6% whichever is higher above LIBOR (London Inter Bank Offer Rate) (for foreign vendors) and base rate of SBI plus 2% (for Indian Vendors). The Buyer will also have the right to recover any such amount from any contracts concluded earlier with Buyer.

23. USE OF UNDUE INFLUENCE / CORRUPT PRACTICES

The Bidder / Supplier / Contractor undertakes that he has not used corrupt practices or used any undue influence which is not admissible as per Indian law to obtain contract/order or in doing any business with the purchaser.

If found that Bidder / Supplier / Contractor is involved in such wrong practices, then Purchaser is entitled to cancel the contract/s and all or any other contracts and then to recover from the Bidder / Supplier / Contractor the amounts of any loss arising from such contracts' cancellation, including but not limited to imposition of penal damages, forfeiture of Performance security, encashment of the Bank Guarantee and refund of the amounts paid by the Purchaser.

24. IMMUNITY OF GOVERNMENT OF INDIA CLAUSE

It is expressly understood and agreed by and between M/s. (Bidder / Supplier / Contractor) and Mazagon Dock Shipbuilders Limited, Dockyard Road, Mumbai - 400 010 (MDL) is entering into this Agreement solely on its own behalf and not on the behalf of any person or entity. In particular, it is expressly understood and agreed that the Government of India is not a party to this Agreement and has no liabilities, obligations or rights hereunder. It is expressly understood and agreed that MDL is an independent legal entity with power and authority to enter into contracts solely in its own behalf under the applicable of Laws of India and general principles of Contract Law. The (Bidder / Supplier / Contractor) expressly agrees, acknowledges and understands that MDL is not an agent, representative or delegate of the

Government of India. It is further understood and agreed that the Government of India is not and shall not be liable for any acts, omissions and commissions, breaches or other wrongs arising out of the contract. Accordingly, (Bidder / Supplier / Contractor) hereby expressly waives, releases and foregoes any and all actions or claims, including cross claims, impleader claims or counter claims against the Government of India arising out of this contract and covenants not to sue Government of India in any manner, claim, cause of action or thing whatsoever arising of or under this Agreement.

25. EXPORT LICENCE

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

26. BANNED OR DE-LISTED CONTRACTORS / SUPPLIERS

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

27. DUTY OF PERSONNEL OF SUPPLIER/CONTRACTOR

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

28. DISPUTE RESOLUTION MECHANISM AND ARBITRATION

(a) Dispute resolution mechanism(DRM)

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

(ii) In case of non-settlement by (i) above, if at any time, before, during or after the contract period any unsettled claim, dispute or difference arose between the parties, upon or in relation to or in connection with or in any way touching or concerning this tender/agreement/order/contract, the same shall be referred to the concerned Functional Director.

The Functional Director shall then nominate an Executive of the rank of General Manager whom he thinks fit and competent or a Committee of Executives who/which shall then scrutinise the claims/disputes that have been referred to the concerned functional Director and make efforts for amicable settlements by mutual discussions/negotiations.

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

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

(b) Arbitration

Unresolved disputes/differences, if any, shall then be settled by Arbitration.

The Arbitration proceedings shall be conducted at Mumbai, India, in English Language, under the Arbitration and Conciliation Act, 1996 as amended from time to time and the rules thereunder. Applicable laws shall be the laws of India

MDL prefers to have arbitration through Institutes such as Indian Council of Arbitration (ICA)/ICA-DR, Mumbai Centre for International Arbitration, International Chamber of Commerce (ICC), Singapore International Arbitration Centre (SIAC) with the mutual consent of the parties.

In case of unresolved difference/dispute between the Purchaser and Supplier, being Central Public Sector Enterprises/Central Govt. departments, the disputes shall be resolved firstly through mutual discussion or through the empowered agencies of the Govt. or through arbitration by reference by either party to the department of Public Enterprises, as per extant guidelines. If disputes/differences remain unresolved/unexecuted, the same shall be referred first to the Cabinet Secretariat and then, if necessary to the PMO

29. JURISDICTION OF COURTS

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

30. ~~CONTRACT LABOUR (REGULATION AND ABOLITION) ACT 1970~~

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

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

~~In the event any employee/s of Contractor / Bidder is advised by the concerned Department to deploy their employees for job during weekly off, Sundays and holidays, the Contractor / Bidder must inform through Concerned Department the name/s of the employee/s in the~~

~~prescribed format to CISF / Security and to the concerned Divisional Personnel by mentioning specifically 'Compensatory Off', before 3 days from the date actual payment.~~

31. MINIMUM WAGES ACT

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

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

32. BONUS ACT (Applicable for Services)

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

33. FACTORIES ACT (Applicable for Services)

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

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

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

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

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

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

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

~~(c) under the Employees' Deposit Linked Insurance Scheme and pay the contributions both in respect of his employees and his own. He shall submit all the necessary returns and other particulars periodically as prescribed under the said Act. Contractor / Bidder shall cover from the first day working all his contract labour on MDL jobs by filling requisite returns to concerned Statutory authorities and obtaining Code Numbers / Account Numbers. Contractor / Bidder shall remit employees' and employers' contributions directly to the concerned authorities along with Inspection and Administrative Charges as per relevant provisions of the concerned Acts and Schemes made there under within 15 days from the close of every month. The Contractor / Bidder must submit copies of P. F. dues payment challans, copy of Form No. 12 (A), copy of form No. 6 (A) (Annually) and copies of Muster Roll of their workmen every month to Corporate Personnel Department before renewal of passes for entry into the yard. The Contractor / Bidder must also attend to P. F. Inspections by concerned authorities and submit copy of the Inspection Report.~~

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

PROCUREMENT OF PR FOR 02-TYPES OF STRATEGIC SPARES & 10-TYPES OF B&D SPARES (CSM) FOR BOAT-4 TO 6 OF P75

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

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

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

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

36. SAFETY

The Contractor must observe all safety precautions in connection with the work to be performed by him, his agents or labourers. In the event of any accident happening in our yard resulting in loss of lives or otherwise damaging any part of the property, the contractor shall be required to make good the loss to the Company and shall be responsible for direct consequences that follow from the loss and / or injuries to the persons involved in such accidents. The total and cumulated liability of The Bidder / Supplier / Contractor shall in no event exceed an amount equivalent to hundred (100) % of this Contract price. firm's manpower coming for technical assistance shall follow all safety norms and use all safety gears required to work on-board.

37. POLICE VERIFICATION OF EMPLOYEES

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

38. FORCE MAJEURE

If at any time during the execution of the goods / service order, the performance in whole or in part by either Purchaser or and by the Bidder(s) / Supplier(s) / Contractor(s) is / are delayed by any reason of force majeure situations such as acts of civil war, civil commotion, sabotage, hostilities, war, fires, explosions, epidemics, natural calamities like floods, earthquakes, volcanoes, storms, acts of God and laws of respective governments or any other causes beyond the control of either parties, hereinafter referred to as "events", provided notice of the occurrence of such event/s is / are communicated by either party, to the other party within 21 days from the date of occurrence thereof, neither party shall by reason such events be entitled to terminate the contract nor shall either party have any claim for damages against the other in respect of such non-performance and or delay in performance of the contract / order. Executions on either side shall be resumed as soon as practicable after such event has come to an end or ceased to exist and the decision of Purchaser as to whether activities can resume or not, shall be conclusive and final. Occurrence of the events to be certified by Chamber of Commerce / Indian High Commission or Embassies / Government in that Country.

The performance in whole or in part under the captioned tender / contract is prevented or delayed by reason of any such event for a period exceeding sixty days either party may at its option terminate the contract / further processing of the tender. The relative obligations of both the parties remain suspended during the actual period of force majeure. The Purchaser may extend the delivery schedule as mutually agreed, on receipt of written communication from the Bidder / Supplier / Contractor regarding occurrence of 'Force Majeure' conditions, but not exceeding six months from the scheduled delivery date. If the 'Force Majeure' conditions extend beyond this period, the Purchaser shall have the right to cancel the order without any financial implication to the Purchaser or on terms mutually agreed to.

39. CODE OF INTEGRITY IN PUBLIC PROCUREMENT

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

39.1 Corrupt practice

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

39.2 Fraudulent practice

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

39.3 Anti-competitive practice

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

39.4 Coercive practice

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

39.5 Conflict of interest

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

39.6 Obstructive practice

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

40. ADDITIONAL CLAUSES:

a) **DATA PROTECTION**

Each Party shall comply with any applicable data protection regulation that may apply to the performance of the Agreement and in particular with (i) the EU Directive 95/46 on the protection of individuals with regard to the processing of personal data and on the free movement of such data (EU Data Protection Directive), (ii) with the European Regulation 2016/679 relating to the processing of personal data as of its date of application, and (iii) the (Indian) Information Technology Act 2000 and rules thereunder including but not limited to the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules 2011 and (iv) any regulation relating to the processing of personal data applicable during the term of an Agreement (altogether, "Applicable Data Protection Legislation"). In particular, each of the Parties commits itself to:

- (i) communicating to the other Parties, personal data relating to data subjects only to the extent that the personal data have been legally collected and processed;
- (ii) guaranteeing that it has duly informed data subjects in compliance with the Applicable Data Protection Legislation, and that, where required, it has obtained a valid consent from data subjects, in particular in relation to the processing made by the Parties for the purpose of this Agreement;
- (iii) processing the personal data for the sole purposes as strictly necessary for the performance of this Agreement and as strictly agreed by the Parties;
- (iv) sharing the personal data collected and processed as a result of this Agreement only with third parties which would provide the same guarantees as the ones defined hereunder;
- (v) refraining from transferring personal data with third parties located out of the European Economic Area without having first obtained each other Party's consent;
- (vi) implementing technical and organizational measures to ensure an adequate level of protection to the personal data processed; and
- (vii) deleting all personal data after they are no longer necessary for the Purpose of this Agreement or upon request of any Party.

In the event that the Discloser reasonably believes that there has been any potential or actual unauthorized or unlawful access to, or potential or actual use or disclosure of the Discloser's Personal Data, the Receiver shall notify the Discloser without delay after becoming aware of such personal data breach. Upon termination of the Agreement, or upon its expiry, the Receiver shall cease immediately any of the Discloser's Personal Data processing and shall, upon the Discloser's request, reconstitute or destroy Discloser's Personal Data no later than a month after termination or ending of the Agreement.

b) **ANTI-CORRUPTION & INFLUENCE-PEDDLING**

The Parties shall always act in accordance with the national laws and regulations applicable to the prevention and detection of risks of corruption and influence-peddling.

Whether directly or via third parties, neither Party shall propose to any person, or shall accept from any person, any offer, promise, donation, gift or benefit of any kind which would be linked to a misuse that would be made by that person, or that has already been made by that person, of his/her real or supposed influence with a view to obtaining, for itself or for others, a distinction, a job, a contract or any other favourable decision.

Neither Party shall solicit or accept for itself any offer, promise, donation, gift or benefit of any kind, for the purpose of misusing its influence with a view to making or obtaining any favourable decision.

PROCUREMENT OF PR FOR 02-TYPES OF STRATEGIC SPARES & 10-TYPES OF B&D SPARES (CSM) FOR BOAT-4 TO 6 OF P75

Each of the Parties declares that it has implemented a compliance program that meets the requirements of the Sapin II Law, insofar as it is subject to it.

Customer undertakes to ensure that its own suppliers, sub-contractors, distributors, resellers and service providers adhere to the Thales Partners & Suppliers Integrity and Corporate Responsibility Charter or to a code of conduct substantially equivalent to such charter.

C) SANITARY CRISIS - COVID 19 AND RUSSIA-UKRAINE CONFLICT

The COVID-19 Pandemic and its effects have significantly disrupted the global semiconductor and electronics component industry with increased demand leading to shortages of supply and price volatility for both materials and services. This Commercial Proposal has been established independently of COVID-19 pandemic's potential impacts on Thales activities and/or on its supply, chain (subcontractors and/or suppliers) which cannot reasonably be assessed and taken into account at the time this Commercial Proposal is prepared and issued. Additionally, the situation in Ukraine is contributing to shortages in commodities and raw materials, and exacerbating the volatility of prices. Other event(s) of global significance may have a similar impact. Thales provides this Commercial Proposal on the basis of current information, but reserves the right to amend it to address any significant changes in its supply chain in terms of price, availability or lead-time and/or in the provision of services or even to revoke its commercial proposal.

d) NO RUSSIA CLAUSE & BELARUS

The Buyer shall not sell, export or re-export, directly or indirectly any goods supplied under this Contract that fall within the scope of Article 12g of Council Regulation (EU) No 833/2014 concerning restrictive measures in view of Russia's actions destabilizing the situation in Ukraine.

i) to the Russian Federation, the Belarus or for use in the Russian Federation or in the Belarus and in the Ukrainian territories controlled by the Russian Federation and in the Ukrainian territories controlled by the Russian Federation,

ii) to any person or entity subject to EU sanctions or restrictive measures, or to any entity owned, controlled or acting on behalf of a person or entity subject to EU sanctions or restrictive measures.

Any breach of this Article must be notified by the Buyer to Thales without undue delay, shall be deemed a material breach of the Contract and shall entitle Thales either: to suspend the performance of this Contract until such breach has been remedied to Thales' satisfaction, or to terminate this Contract with immediate effect and, without being liable to pay any damages, compensation or any costs.

In such a case, Thales is entitled to recover all damages it has suffered as a result of such breach, without prejudice to any other remedy to which it may be entitled under the Contract and/or the law.

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

Yours faithfully,
For MAZAGON DOCK SHIPBUILDERS LIMITED,

Vimal Gohel
Deputy Manager (C-EY)
(Commercial –East Yard)
022-2376-2613

**PROCUREMENT OF PR FOR 02-TYPES OF STRATEGIC SPARES & 10-TYPES OF B&D SPARES (CSM) FOR BOAT-4 TO 6
OF P75**

List of Enclosures:

- Enclosure-01: - Scope of work / supply.
- Enclosure-02: - Additional Information for B & D spares
- Enclosure-03: - Price Bid format
- Enclosure-04: - Requirement Matrix
- Enclosure-05: -Format indicating shelf life detail corresponding to shelf life items
- Enclosure-06: - Format indicating initial validity, periodicity of calibration.
- Enclosure-07: - End User Certificate
- Enclosure-08: - Bank Details
- ~~Enclosure-09: - Local Content Declaration format~~
- ~~Enclosure-10: - Actual Local Content declaration format~~
- Enclosure-11: Extract of Official Secret Act 1923
- Enclosure-12: - Compliance certificate w.r.t land border clause
- Enclosure-13: - Form of certificate of conformity (COC)
- Enclosure-14: - Format for certificate of warranty
- Enclosure-15: - Proforma for Performance Security
- Enclosure-16: -Certificate of having submitted Weight, dimensions and corresponding volume
- Enclosure-17: - Certificate of having submitted Preservation / De-preservation procedures
- Enclosure-18: - Declaration in relation to New Provision under Section 194Q, 206AB & 206CC of the Income tax act 1961 (TDS Declaration)
- Enclosure-18: - Proforma for Security Deposit Bank guarantee for contract performance
- Enclosure-19: - Format for Integrity Pact
- Enclosure-20: - ILMS format
- Enclosure-21: TEF Enquiry form
- Enclosure-22: GCC Acceptance form
- Enclosure-23: Deviation Sheet

**PROCUREMENT OF PR FOR 02-TYPES OF STRATEGIC SPARES & 10-TYPES OF B&D SPARES (CSM) FOR BOAT-4 TO 6
OF P75**

Enclosure –01

SCOPE OF WORK / SUPPLY:

Scope includes supply of following Strategic spares and B&D Spares along with relevant Documents & Certificates:

Sr. No.	DESCRIPTION	Qty	Unit	EQUIPT. CODE / Part No.
100	SW24_P card Sonar Part No: 61724540AA /61724540AH	3	Nos	Part No. 61724540AA/61724540AH
200	CONFIGURED CONTROL AND DISPLAY, PART NO: 81113446, (Part of IA_EU, UA07000)	4	Nos	Part No. 81113446
300	MOTHERBOARD - EBE 229, Part No: 588478001	3	Nos	Part No. 588478001
400	EQUIPPED TRITON PCB, Part No: 61733947AA01	3	Nos	Part No. 61733947AA01
500	CA P PCB, Part No: 61724539AA	2	Nos	Part No. 61724539AA
600	P75 PCB, Part No: 61723806AA	4	Nos	Part No. 61723806AA
700	TPS-CI MODULE, Part No: 61724367AA	4	Nos	Part No. 61724367AA
800	EQUIPPED WFG PCB, Part No: 61723428AA01	4	Nos	Part No. 61723428AA01
900	FEN WIRED RACK, Part No: 62111286AA	2	Nos	Part No. 62111286AA
1000	IA INT-P75, Part No: 83111290	1	Nos	Part No. 83111290
1100	FDB7S Motherboard, Part No: 6172381AA	2	Nos	Part No: 6172381AA
1200	Flank Array OJB, Part No: 47184633	4	Nos	Part No: 47184633

ADDITIONAL INFORMATION FOR B & D SPARES (APPLICABLE TO ALL ITEMS INCLUDING STRATEGIC SPARES)

1. Scope of supply & quantity: As per rate sheet of tender. (These items are for 3 submarines and 5 years)
2. Documentation: Following documents are to be provided in 02 hard copies & 02 soft copy:
 - (a) List of B & D spares in ILMS format as per enclosed format.
 - (i) Part numbers to be mentioned in the updated ILMS format must be exactly the same as indicated in OEM supplied technical manual.
 - (ii) In case of change in part number firm must include additional column indicating the old part number as well as the revised part number.
 - (iii) In case the item has been delivered earlier (as part of B&D Spares for SM-1 to SM-3), the part numbers as provided in previous ILMS format should be provided.
 - (iv) Part number in packing list (during delivery of items) should match the part number provided by OEM in ILMS format.
 - (v) Updated ILMS format must be submitted along with offer.
 - (b) Firm must provide dimension details and applicable norms/standards for all B&D spares.
 - (c) In case of obsolescence of ordered B&D spares (due to design changes implemented during construction of P-75 submarines), the OEM/ supplier shall provide the updated B&D Spares and inform the same.
 - (d) Certificate of Supplier-QC i.e. (Certificate of conformity) & calibration certificate if applicable to be provided with delivery
 - (e) Special provisions of storage /handling. To be provided with delivery.
 - (f) Periodic preservation procedure and de-preservation procedure to be provided along with details of shelf life. To be provided with delivery.
 - (g) For all shelf life applicable items, firms must submit shelf life data along with the offer. Further, firms must ensure 80% residual shelf life availability to MDL at the time of delivery.
 - (h) Weight and volume information. To be provided with delivery.
 - (i) Details of test and trials to be carried out prior using the spares if required. To be provided with delivery.
 - (j) Technical data sheet. To be provided with delivery.
 - (k) Digital photographs of each spare in digital media in jpeg format in a CDROM in not less than 800x600 resolution. To be provided with delivery.
 - (l) Details of software/ firmware version used in spare (wherever applicable, and also it should be same as latest version used on P75 platform. If not same to be updated by supplier whenever need arises).

Supplier to clearly indicate non applicability of any of the documents listed above.

3. Quality assurance, Standard of Design and workmanship:

The design, workmanship, quality and finish of the equipment shall conform to the latest standards / specifications applicable to Naval Ship / Submarine List of applicable standard / specifications should be indicated by SELLER in offer.

- Pre-despatch inspection-

- a) **Imported spares:** Confirming unconditional acceptance of material by Supplier-QC in the form of CoC (**Enclosure-09**).
- b) **Indigenous spares:** The respective CQAE-IN rep

**PROCUREMENT OF PR FOR 02-TYPES OF STRATEGIC SPARES & 10-TYPES OF B&D SPARES (CSM) FOR BOAT-4 TO 6
OF P75**

- Receipt inspection-
Receipt Inspection will be carried out by MDL along with IN rep, on the basis of the inspection documents submitted by supplier.

Visual inspection will be undertaken generally without resorting to opening sealed / hermetic packing unless essentially needed.

4. Delivery Address:

**Weapon Equipment Depot,
Mankhurd Station road,
Mankhurd Gaon,
Mankhurd,
Mumbai, Maharashtra-400088**

5. Warranty - 18 months from date of delivery.

- ~~(a) The equipment / system supplied shall be warranted to be free from design, manufacturing or performance deficiencies for a period of minimum 36 & 18 months from FOB/FCA delivery whichever is earlier.~~
- (b) The items/material are to be guaranteed for a period of minimum 18 months from the date of supply of ordered materials in case of indigenous vendor ~~and/or the items supplied shall have warranty for a period of minimum 18 months from the FOB delivery date of each item in case of foreign vendor.~~
- (c) If within the period of warranty, the goods are reported by the Buyer to have failed to perform as per the specifications, the SELLER shall either replace or rectify the same free of charge, maximum within 45 days of notification of such defect received by the SELLER, provided that the goods are used and maintained as per instructions contained in the Operating Manual. Warranty of the equipment would be extended by such duration. Record of the down time would be maintained by user in log book. Spares required for warranty repairs shall be provided free of cost by SELLER.
- (d) The SELLER also undertakes to diagnose, test, adjust, calibrate and repair / replace the goods / equipment arising due to accidents by neglect or misuse by the operator or damage due to transportation of the goods during the warranty period, at the cost mutually agreed upon. SELLER hereby warrants that necessary service and repair back up during the warranty period of the equipment shall be provided by the SELLER and he will ensure that the downtime is within 10% of the warranty period at any one time and not exceeding a cumulative period of 10% of the warranty period.
- (e) In case the repairs of an item under warranty are to be carried out at the SELLER's premises, the item to be repaired shall be sent to the SELLER's premises, appropriately packed, at the cost of the SELLER. The mode of freight shall be decided by the SELLER. Repaired parts shall be entitled to the residual warranty period as the original part or six months whichever is later. Replaced part shall enjoy the same provision of warranty as the original one.

7. **Packaging and Marking:**

- (a) **Packaging:** Should be strongly and securely packaged for sea transportation in a minimum cubic space, in such a manner as to prevent damage and pilferage in transit from point of shipment to final destination. Metal & moving parts where necessary, shall be well protected with preservatives to prevent rusting during transit and shelf life period. The main equipment, accessories and spares should all be separately packed. The SELLER shall insert in each container a fully itemized packing list to show container number, contents, quantity, gross and net weights and cubic measurements. Deliverable items and each type of spares shall be packed and identified separately. The packing shall be suitable for storage of items for 5 years conforming to MIL 2073 standard. If represervation is required in this period, same is to be intimated in the offer by supplier.
- (b) **Marking:** The marking on the containers, corresponding packing lists, etc., shall be clearly made to indicate the type of equipment packed inside the containers with stamped instructions that the container

**PROCUREMENT OF PR FOR 02-TYPES OF STRATEGIC SPARES & 10-TYPES OF B&D SPARES (CSM) FOR BOAT-4 TO 6
OF P75**

shall be stored in covered spaces and not exposed to the weather. Packages containing delicate and fragile material shall be marked in red block letter "FRAGILE", "DO NOT DROP". Marking & storage should be conformed to STANAG 4281.

- (c) All packaging & markings shall generally conform to INCOTERMS, for ~~CIF/CIP~~/DOOR delivery, as applicable.

PROCUREMENT OF PR FOR 02-TYPES OF STRATEGIC SPARES & 10-TYPES OF B&D SPARES (CSM) FOR BOAT-4 TO 6 OF P75

Enclosure-03

GEM/2026/B/7404484- Price Bid Format

SR. No.	DESCRIPTION	EQUIPT. CODE/ Part No.	QTY.	UNIT	Currency	Door Delivery Unit Rate (Excl. tax & duties)	Door Delivery Total Value (Excl. tax & duties)	Door Delivery Unit Rate (Incl. tax & duties)	Door Delivery Total Value (Incl. tax & duties)
100	SW24_P card Sonar Part No: 61724540AA /61724540AH	Part No. 61724540AA/61724540AH	3	Nos	INR				
200	CONFIGURED CONTROL AND DISPLAY, PART NO: 81113446, (Part of IA_EU, UA07000)	Part No. 81113446	4	Nos	INR				
300	MOTHERBOARD - EBE 229, Part No: 588478001	Part No. 588478001	3	Nos	INR				
400	EQUIPPED TRITON PCB, Part No: 61733947AA01	Part No. 61733947AA01	3	Nos	INR				
500	CA P PCB, Part No: 61724539AA	Part No. 61724539AA	2	Nos	INR				
600	P75 PCB, Part No: 61723806AA	Part No. 61723806AA	4	Nos	INR				
700	TPS-CI MODULE, Part No: 61724367AA	Part No. 61724367AA	4	Nos	INR				
800	EQUIPPED WFG PCB, Part No: 61723428AA01	Part No. 61723428AA01	4	Nos	INR				
900	FEN WIRED RACK, Part No: 62111286AA	Part No. 62111286AA	2	Nos	INR				
1000	IA INT-P75, Part No: 83111290	Part No. 83111290	1	Nos	INR				

PROCUREMENT OF PR FOR 02-TYPES OF STRATEGIC SPARES & 10-TYPES OF B&D SPARES (CSM) FOR BOAT-4 TO 6 OF P75

1100	FDB7S Motherboard, Part No: 6172381AA	Part No: 6172381AA	2	Nos	INR				
1200	Flank Array OJB, Part No: 47184633	Part No: 47184633	4	Nos	INR				

Note :-

- For Indian Bidders:** The bidder hereby confirms to have quoted the unit rates and total item wise values only in the columns for delivery in **WED, Mankhurd (MBI)**, Mumbai including GST and any other taxes / duties. Rate of GST applicable shall be indicated separately in terms of percentage of quoted basic price.

Taxes & Duties		
Tax head	Rate applicable	Amount on which the tax is applicable
GST		
Any other Taxes (Bidder to specify)		

Name:
Date:

Designation:
Bidders Company Seal

REQUIREMENT MATRIX

(to ascertain applicability & bidder's acceptance of following needs)

Item Sr.	Description	Qty	Unit	Calibration	Technical Data Sheet	Special storage & handling provision	Need for Test & Trial before use	Preservation/ De-preservation needs	Need for Shock sensor	Need for Tilt sensor	Hazardous	Shelf Life
1				Yes/No	Yes/No	Yes/No	Yes/No	Yes/No	Yes/No	Yes/No	Yes/No	Yes/No
2				Yes/No	Yes/No	Yes/No	Yes/No	Yes/No	Yes/No	Yes/No	Yes/No	Yes/No
3				Yes/No	Yes/No	Yes/No	Yes/No	Yes/No	Yes/No	Yes/No	Yes/No	Yes/No
So on				Yes/No	Yes/No	Yes/No	Yes/No	Yes/No	Yes/No	Yes/No	Yes/No	Yes/No
...												

Note: Bidder to indicate applicability by indicating "Yes" or "No" as relevant for each line item and submit this enclosure duly filled & signed along with offer.

COMPANY'S NAME & ADDRESS:

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

Enclosure-05

Shelf Life Details of Items
(To be submitted by bidder along with offer)

Item Sr. No.	Item Description	Part No.	Shelf Life Period	Remarks with respect to relevant storage conditions
100				
200				
So on..				

Notes: Supplier shall ensure that:-

- a. Minimum 80% residual Shelf Life is available to MDL at the time of delivery.**
- b. Date of Manufacture & Date of Expiry are indicated on the product as well as in the packing list of shelf life items.**

For and on behalf of

COMPANY'S NAME & ADDRESS:

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

Enclosure-06

Format for Initial Validity & Periodicity of Calibration

Item Sr. as per P.O.	Item Description	Part No.	Validity Period of Calibration at the time of delivery	Frequency of Calibration
100				
200				
So on				

For and on behalf of

COMPANY'S NAME & ADDRESS:

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

Enclosure-07

FORMATE OF END USER CERTIFICATE TO BE PROVIDED BY BIDDER

**RTGS/NEFT- MANDATE AUTHORIZATION FORM
(For Indian Bidders only
Foreign Bidders to submit their Bank Details separately)**

1. BIDDER'S NAME :
2. PAN NO :
3. VENDOR ADDRESS :
4. VENDORS TELEPHONE :
5. EMAIL ADDRESS :
6. BANK NAME :
7. BANK ADDRESS :
8. ACCOUNT NO :
9. ACCOUNT TYPE :
10. NEFT CODE :
11. RTGS CODE :
12. MICR CODE (Copy of cancelled cheque required) :

We hereby declared 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 Supplier Seal AUTHORISED SIGNATORY OF THE BIDDER

Certified that particulars as per serial no. 1 & 6 to 11 are correct as per our records

BANK'S STAMP

Date

SIGNATURE OF THE AUTHORISED OFFICIAL OF THE BANK

**EXTRACT OF PROVISIONS OF THE OFFICIAL SECRETS ACT, 1923
(ILLUSTRATIVE FORMAT)**

SECTION 2(B) ; “PROHIBITED PLACE”

It is defined as the place of any work of Defence Dockyard and other so belonging or occupied and used for the purpose of building, repairing, making or storing any ammunitions of war. For the purpose of the above definition, sketch includes any photograph or other mode of representing any place or thing.

SECTION 3 : “PENALTIES FOR SPYING”

If any per unlawfully -

- a) approaches, inspects, passes over or is in the vicinity of any clear place; or
 - b) make any sketches intended to be directly or indirectly useful to an enemy ; or
 - c) obtains, collects, records or communicates to any other person any secret official code.
- Shall be liable for imprisonment of 14 years in case of Defence Installation.

SECTION 4 : “COMMUNICATION WITH FOREIGN AGENTS”

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

SECTION 5 : “WRONGFUL COMMUNICATION OF INFORMATION”

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

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

SECTION 6 : “UNAUTHORISED USE OF UNIFORMS”

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

SECTION 7 : “INTERFERING WITH OFFICERS OF POLICE”

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

SECTION 8 : “DUTY OF GIVING INFORMATION”

It shall be duty of every person to give on demand to a superintendent of Police or any other Police Officer not below the rank of Inspector, any information in his power relating to an offence under this Act.

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

SECTION 9 : “INCITEMENT”

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

SECTION 10 : “PENALTY FOR HARBOURING SPIES”

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

SECTION 11 : “SEARCH WARRANTS”

If a presidency Magistrate, Magistrate First Class or Sub-Divisional magistrate is satisfied with the

**PROCUREMENT OF PR FOR 02-TYPES OF STRATEGIC SPARES & 10-TYPES OF B&D SPARES (CSM) FOR BOAT-4
TO 6 OF P75**

information that there is reasonable ground for suspecting that an offence under this Act has been or is about to be committed, he may grant search warrant to any Police Officer to enter at any time any premises to force to search premises or the places.

Annexure "C"

(Compliance Certificate w.r.t Land Border Clause)

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

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

DECLARATION BY AUTHORISED SIGNATORY OF THE FIRM

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

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

AUTHORISED SIGNATURE: _____

DATE: _____

Seal / Stamp of Bidder

FORM OF CERTIFICATE OF CONFORMITY

In accordance with the Order N^o..... 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:

- a. 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.
- b. 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:

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

Order reference Number	
LC No.	
Corresponding to Invoice No & Date	
Packing List No. & Date	

PROFORMA BANK GUARANTEE FOR PERFORMANCE SECURITY

(ILLUSTRATIVE FORMAT)

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

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

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

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

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

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

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

**PROCUREMENT OF PR FOR 02-TYPES OF STRATEGIC SPARES & 10-TYPES OF B&D SPARES (CSM) FOR BOAT-4
TO 6 OF P75**

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.

Enclosure-16

Certificate of having received Weight, dimensions & corresponding volume

This is to certify the Receipt of Weight, Dimensions & corresponding volume details for following items in reference to clause no.of MDL Purchase Order No..... dated.....

Item Sr. as per P.O.	Item Description	Received Weight, Dimension & volume details
100		Yes / No
200		Yes / No
So on		Yes / No

Note: This certificate will be issued by authorised person from Design-EY Department of MDL via Fax after receipt of above data from the supplier

Date:

For and on behalf of

Mazagon Dock Shipbuilders Limited

Signature:

Name:

Designation:

Department: Design-EY

Enclosure-17

Certificate of having received Periodic Preservation / De-preservation Procedures

This is to certify the Receipt of Preservation / De-preservation Procedures for following items in reference to clause no.of MDL Purchase Order No..... dated.....

Item Sr. as per P.O.	Item Description	Received Preservation / De-preservation procedures
100		Yes / No
200		Yes / No
So on		Yes / No

Note: This certificate will be issued by authorised person from Design-EY Department of MDL via Fax after receipt of above data from the supplier

Date:

For and on behalf of

Mazagon Dock Shipbuilders Limited

Signature:

Name:

Designation:

Department: Design-EY

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 Project) 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 Tender containing General Conditions of contract 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"

PROCUREMENT OF PR FOR 02-TYPES OF STRATEGIC SPARES & 10-TYPES OF B&D SPARES (CSM) FOR BOAT-4
TO 6 OF P75

shall be disclosed by the Bidders(s)/Contractor(s). Copy of the "Guidelines on Indian Agents of Foreign Suppliers" as annexed and marked as Annexure A.

Notwithstanding with the requirement stipulated in above para (d), it is understood that the Bidder does not have any foreign principals for the Project and is only supported by its group companies, accordingly it is agreed that no details be submitted under this clause.

- 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.

Notwithstanding with the requirement stipulated in above para (e), it is clarified by the Bidder that they do not have any intermediary for the project and is only supported by its group companies, accordingly it is agreed that no details be submitted under this clause.

- 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 tender containing the General Conditions of Contract (GCC) in respect of procurement contracts for goods, services and civil works.

Notwithstanding with the requirement stipulated in above para (f), it is understood that the Bidder shall be obligated towards the general conditions of contract as mutually agreed by the parties.

- g) The Bidder commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

- (2) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlines above or be an accessory to such offences.

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

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

- 1) If the Bidder(s)/Contractor(s) has committed a **proven** 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) **Subject to Clause 10 of Annexure B, and after giving due hearing**, 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 **proven** 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 **Bharatiya Nyay Sanhita 2023** ~~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 **while not** 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) **Post providing a reasonable opportunity of being heard to bidder**, 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 - 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 sector 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 6 - 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.

Notwithstanding the above conditions contained in para 6 above, it is mutually agreed that as Bidder has no third party sub-contractors involved in the Project, while it is supported by its group entities only, it has no obligation to provide any such undertaking under this Project.

Section 7 - 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 8 - 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 **the relevant records without restriction** to all project documentation of the Principal/Buyer including that provided by the Contractor **in connection with the complaint**. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation **in relation to the Project**. ~~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 entitle 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 9 - 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 10 - 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 (for MDL). 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 11 - Fall Clause:

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

For & on behalf of
MAZAGON DOCK Shipbuilders LIMITED
(Office Seal)

for & on behalf of
Bidder/Contractor
(Office Seal)

Place _____
Date _____

Witness 1:

Witness 2:

(Name & Address)

(Name & Address)

PROCUREMENT OF PR FOR 02-TYPES OF STRATEGIC SPARES & 10-TYPES OF B&D SPARES (CSM) FOR BOAT-4 TO 6 OF P75

Enclosure-21

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

To
MAZAGON DOCK SHIPBUILDERS LIMITED
COMMERCIAL DEPARTMENT (E.Y)
TENDER ENQUIRY NO.: GEM/2026/B/7404484

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

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-----

**PROCUREMENT OF PR FOR 02-TYPES OF STRATEGIC SPARES & 10-TYPES OF B&D SPARES (CSM) FOR
BOAT-4 TO 6 OF P75**

Enclosure-22

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

To
MAZAGON DOCK SHIPBUILDERS LIMITED
COMMERCIAL DEPARTMENT (E.Y)
TENDER ENQUIRY NO.: **GEM/2026/B/7404484**

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

COMPANY'S NAME & ADDRESS :

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

NOTES:

6. Bidder should carefully read the Terms & Conditions of the General Conditions of Contract prior to filling up this acceptance format.

PROCUREMENT OF PR FOR 02-TYPES OF STRATEGIC SPARES & 10-TYPES OF B&D SPARES (CSM) FOR BOAT-4 TO 6 OF P75

7. This format should be properly filled, signed and returned by the bidder(s) along with their technical offer for considering their Bid.
8. Bidder should indicate "ACC" for Accepted, "DEV" for Deviation Taken for each clause number in the above table.
9. Bidder to attach Separate Sheet indicating all relevant details such as Number & description of the Clause, Reasons for Deviation and Alternative suggested for any deviations taken by them.
10. Clause numbers shown in the above format also includes the sub-clauses under these clauses. For example, Clause no. '3' means – Clause nos. 3.1, 3.1.1, 3.1.2-----

**PROCUREMENT OF PR FOR 02-TYPES OF STRATEGIC SPARES & 10-TYPES OF B&D SPARES (CSM) FOR
BOAT-4 TO 6 OF P75**

Enclosure-23

DEVIATION FORMAT

(Bidders to fill, sign, stamp and RETURN this form in bid)

To,
MAZAGON DOCK SHIPBUILDERS LIMITED
COMMERCIAL EASTYARD

GEM BID NO.: GEM/2026/B/7404484

Deviation Sr. No.	Page Sr. No. or Enclosure Reference 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: