



Bid Number/बोली क्रमांक (बिड संख्या):  
GEM/2024/B/4945220  
Dated/दिनांक : 24-05-2024

### Bid Document/ बिड दस्तावेज़

| Bid Details/बिड विवरण  |  |
|--|--|
| Bid End Date/Time/बिड बंद होने की तारीख/समय  | 14-06-2024 15:00:00  |
| Bid Opening Date/Time/बिड खुलने की तारीख/समय   | 14-06-2024 15:30:00  |
| Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)  | 180 (Days)   |
| Ministry/State Name/मंत्रालय/राज्य का नाम  | Ministry Of Defence  |
| Department Name/विभाग का नाम   | Department Of Defence Production   |
| Organisation Name/संगठन का नाम   | Mazagon Dock Shipbuilders Limited  |
| Office Name/कार्यालय का नाम  | *****  |
| Total Quantity/कुल मात्रा  | 11   |
| Item Category/मद केटेगरी   | Repair of Ac of electric compartment , Repair of A c of diesel compartment , Repair of Air Conditioner of galley , Repair of Air Condition of accomodation , Repair of A c of cafeteria and wardrooms , Repair of Air Conditioner of accomodations , Repair of A c frwd auxandlower cabinet , Repair of Air Conditioner of control room FC00527 Sr No 234 11 , Repair of Air Conditioner of control room FC00528 , Repair of Air Conditioner of torpedo room , Repair of A c radio upper cabinetandFrwd alleyway |
| BOQ Title/बीओक्यू शीर्षक   | Repair of 11 Nos Air Conditioner Unis of P75   |
| Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)                        | 45 Lakh (s)  |
| MSE Exemption for Years Of Experience/अनुभव के वर्षों से एमएसई छूट/ and Turnover/टर्नओवर के लिए एमएसई को छूट प्राप्त है              | Yes  |
| Startup Exemption for Years Of Experience/अनुभव के वर्षों से स्टार्टअप छूट/ and Turnover/ टर्नओवर के लिए स्टार्टअप को छूट प्राप्त है | Yes  |
| Document required from seller/विक्रेता से मांगे गए दस्तावेज़   | Bidder Turnover,Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC)<br>*In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer   |

| <b>Bid Details/बिड विवरण</b>  |  |
|---|--|
| <b>Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया</b>   | No   |
| <b>Type of Bid/बिड का प्रकार</b>  | Two Packet Bid   |
| <b>Primary product category</b>   | Repair of Ac of electric compartment   |
| <b>Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय</b> | 5 Days   |
| <b>Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)</b>                                      | No   |
| <b>Payment Timelines</b>  | Payments shall be made to the Seller within <b>20</b> days of issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills (This is in supersession of 10 days time as provided in clause 12 of GeM GTC) |
| <b>Evaluation Method/मूल्यांकन पद्धति</b>   | Item wise evaluation/  |

#### **EMD Detail/ईएमडी विवरण**

|  |                     |
|--|---------------------|
| Advisory Bank/एडवाइजरी बैंक                | State Bank of India |
| Schedule 1 EMD Amount/ईएमडी राशि (In INR)  | 16364               |
| Schedule 2 EMD Amount/ईएमडी राशि (In INR)  | 16364               |
| Schedule 3 EMD Amount/ईएमडी राशि (In INR)  | 16364               |
| Schedule 4 EMD Amount/ईएमडी राशि (In INR)  | 16364               |
| Schedule 5 EMD Amount/ईएमडी राशि (In INR)  | 16364               |
| Schedule 6 EMD Amount/ईएमडी राशि (In INR)  | 16364               |
| Schedule 7 EMD Amount/ईएमडी राशि (In INR)  | 16364               |
| Schedule 8 EMD Amount/ईएमडी राशि (In INR)  | 16364               |
| Schedule 9 EMD Amount/ईएमडी राशि (In INR)  | 16364               |
| Schedule 10 EMD Amount/ईएमडी राशि (In INR) | 16364               |
| Schedule 11 EMD Amount/ईएमडी राशि (In INR) | 16364               |

#### **ePBG Detail/ईपीबीजी विवरण**

|  |                     |
|--|---------------------|
| Advisory Bank/एडवाइजरी बैंक              | State Bank of India |
| ePBG Percentage(%) / ईपीबीजी प्रतिशत (%) | 5.00                |

Duration of ePBG required (Months)/ईपीबीजी की अपेक्षित अवधि (महीने).

13

(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने हैं। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।

(b). The EMD Amount will be applicable for each schedule/group selected during Bid creation.

(c). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable./ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

**Beneficiary/लाभार्थी :**

Company  
Mazagon Dock Shipbuilders Limited, Dockyard Mumbai 400010.  
(Mazagon Dock Shipbuilders Limited)

**Splitting/विभाजन**

Bid splitting not applied/बोली विभाजन लागू नहीं किया गया.

**MII Purchase Preference/एमआईआई खरीद वरीयता**

|  |     |
|--|-----|
| MII Purchase Preference/एमआईआई खरीद वरीयता | Yes |
|--|-----|

**MSE Purchase Preference/एमएसई खरीद वरीयता**

|   |     |
|---|-----|
| MSE Purchase Preference/एमएसई खरीद वरीयता | Yes |
|---|-----|

1. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
2. If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to their meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
3. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

4. Preference to Make In India products (For bids < 200 Crore): Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate .The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023.

[OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.

5. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for 25%(selected by Buyer) percentage of total QUANTITY. The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023

[OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.

6. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

#### **Evaluation Method ( Item Wise Evaluation Method )**

Contract will be awarded schedulewise and the determination of L1 will be done separately for each schedule. The details of item-consignee combination covered under each schedule are as under:

| <b>Evaluation Schedules</b> | <b>Item/Category</b>   | <b>Quantity</b> |
|-----------------------------|--|-----------------|
| Schedule 1                  | Repair Of Ac Of Electric Compartment                           | 1               |
| Schedule 2                  | Repair Of A C Of Diesel Compartment                            | 1               |
| Schedule 3                  | Repair Of Air Conditioner Of Galley                            | 1               |
| Schedule 4                  | Repair Of Air Condition Of Accomodation                        | 1               |
| Schedule 5                  | Repair Of A C Of Cafeteria And Wardrooms                       | 1               |
| Schedule 6                  | Repair Of Air Conditioner Of Accomodations                     | 1               |
| Schedule 7                  | Repair Of A C Frwd Auxandlower Cabinet                         | 1               |
| Schedule 8                  | Repair Of Air Conditioner Of Control Room Fc00527 Sr No 234 11 | 1               |
| Schedule 9                  | Repair Of Air Conditioner Of Control Room Fc00528              | 1               |
| Schedule 10                 | Repair Of Air Conditioner Of Torpedo Room                      | 1               |

### Repair Of Ac Of Electric Compartment

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

#### Technical Specifications/तकनीकी विशिष्टियाँ

|                        |                           |
|------------------------|---------------------------|
| Specification Document | <a href="#">View File</a> |
| BOQ Detail Document    | <a href="#">View File</a> |

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

#### Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्र

| S.No./क्र. सं. | Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी | Address/पता | Quantity/मात्र | Delivery Days/डिलीवरी के दिन |
|----------------|---|-------------|----------------|------------------------------|
| 1              | *****   | *****Mumbai | 1              | 60                           |

### Repair Of A C Of Diesel Compartment

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

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#### Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्र

| S.No./क्र. सं. | Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी | Address/पता | Quantity/मात्रा | Delivery Days/डिलीवरी के दिन |
|----------------|---|-------------|-----------------|------------------------------|
| 1              | *****   | *****Mumbai | 1               | 60                           |

### Repair Of Air Conditioner Of Galley

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

#### Technical Specifications/तकनीकी विशिष्टियाँ

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| S.No./क्र. सं. | Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी | Address/पता | Quantity/मात्रा | Delivery Days/डिलीवरी के दिन |
|----------------|---|-------------|-----------------|------------------------------|
| 1              | *****   | *****Mumbai | 1               | 60                           |

### Repair Of Air Condition Of Accomodation

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

#### Technical Specifications/तकनीकी विशिष्टियाँ

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|------------------------|---------------------------|
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**Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्र**

| S.No./क्र. सं. | Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी | Address/पता | Quantity/मात्र | Delivery Days/डिलीवरी के दिन |
|----------------|---|-------------|----------------|------------------------------|
| 1              | *****   | *****Mumbai | 1              | 60                           |

**Repair Of A C Of Cafeteria And Wardrooms**

**(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)**

**Technical Specifications/तकनीकी विशिष्टियाँ**

|                        |                           |
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**Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्र**

| S.No./क्र. सं. | Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी | Address/पता | Quantity/मात्र | Delivery Days/डिलीवरी के दिन |
|----------------|---|-------------|----------------|------------------------------|
| 1              | *****   | *****Mumbai | 1              | 60                           |

**Repair Of Air Conditioner Of Accomodations**

**(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)**

**Technical Specifications/तकनीकी विशिष्टियाँ**

|                        |                           |
|------------------------|---------------------------|
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**Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्र**

| S.No./क्र. सं. | Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी | Address/पता | Quantity/मात्र | Delivery Days/डिलीवरी के दिन |
|----------------|---|-------------|----------------|------------------------------|
| 1              | *****   | *****Mumbai | 1              | 60                           |

**Repair Of A C Frwd Auxandlower Cabinet**

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

**Technical Specifications/तकनीकी विशिष्टियाँ**

|                        |                           |
|------------------------|---------------------------|
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**Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्र**

| S.No./क्र. सं. | Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी | Address/पता | Quantity/मात्र | Delivery Days/डिलीवरी के दिन |
|----------------|---|-------------|----------------|------------------------------|
| 1              | *****   | *****Mumbai | 1              | 60                           |

**Repair Of Air Conditioner Of Control Room FC00527 Sr No 234 11**

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

**Technical Specifications/तकनीकी विशिष्टियाँ**



|                               |                           |
|-------------------------------|---------------------------|
| <b>Specification Document</b> | <a href="#">View File</a> |
| <b>BOQ Detail Document</b>    | <a href="#">View File</a> |

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

**Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्र**

| S.No./क्र. सं. | Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी | Address/पता | Quantity/मात्र | Delivery Days/डिलीवरी के दिन |
|----------------|---|-------------|----------------|------------------------------|
| 1              | *****   | *****Mumbai | 1              | 60                           |

**Repair Of Air Conditioner Of Control Room FC00528**

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

**Technical Specifications/तकनीकी विशिष्टियाँ**

|                               |                           |
|-------------------------------|---------------------------|
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**Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्र**

| S.No./क्र. सं. | Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी | Address/पता | Quantity/मात्र | Delivery Days/डिलीवरी के दिन |
|----------------|---|-------------|----------------|------------------------------|
| 1              | *****   | *****Mumbai | 1              | 60                           |

## Repair Of Air Conditioner Of Torpedo Room

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

### Technical Specifications/तकनीकी विशिष्टियाँ

|                        |                           |
|------------------------|---------------------------|
| Specification Document | <a href="#">View File</a> |
| BOQ Detail Document    | <a href="#">View File</a> |

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

### Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्र

| S.No./क्र. सं. | Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी | Address/पता | Quantity/मात्र | Delivery Days/डिलीवरी के दिन |
|----------------|---|-------------|----------------|------------------------------|
| 1              | *****   | *****Mumbai | 1              | 60                           |

## Repair Of A C Radio Upper CabinetandFrwd Alleyway

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

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|----------------|---|-------------|-----------------|------------------------------|
| 1              | *****   | *****Mumbai | 1               | 60                           |

## Buyer Added Bid Specific Terms and Conditions/क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें

### 1. Generic

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 50 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 50% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

### 2. Generic

Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regards. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.

### 3. Generic

Bidder shall submit the following documents along with their bid for Vendor Code Creation:

- Copy of PAN Card.
- Copy of GSTIN.
- Copy of Cancelled Cheque.
- Copy of EFT Mandate duly certified by Bank.

### 4. Generic

While generating invoice in GeM portal, the seller must upload scanned copy of GST invoice and the screenshot of GST portal confirming payment of GST.

### 5. Turnover

Bidder Turn Over Criteria: The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3 year old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

### 6. Scope of Supply

Scope of supply (Bid price to include all cost components) : Only supply of Goods

### 7. Warranty

Warranty period of the supplied products shall be 1 years from the date of final acceptance of goods or after completion of installation, commissioning & testing of goods (if included in the scope of supply), at consignee location. OEM Warranty certificates must be submitted by Successful Bidder at the time of delivery of Goods. The seller should guarantee the rectification of goods in case of any break down during

the guarantee period. Seller should have well established Installation, Commissioning, Training, Troubleshooting and Maintenance Service group in INDIA for attending the after sales service. Details of Service Centres near consignee destinations are to be uploaded along with the bid.

#### 8. Forms of EMD and PBG

Successful Bidder can submit the Performance Security in the form of Payment online through RTGS / internet banking also (besides PBG which is allowed as per GeM GTC). On-line payment shall be in Beneficiary name

Mazagon Dock Shipbuilders Limited

Account No.

10005255246

IFSC Code

SBIN0009054

Bank Name

State bank of India

Branch address

Mazagon Dock Branch, Mumbai-400010

. Successful Bidder to indicate Contract number and name of Seller entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer in place of PBG within 15 days of award of contract.

#### 9. Forms of EMD and PBG

Bidders can also submit the EMD with Payment online through RTGS / internet banking in Beneficiary name

Mazagon Dock Shipbuilders Limited

Account No.

10005255246

IFSC Code

SBIN0009054

Bank Name

State bank of India

Branch address

Mazagon Dock Branch, Mumbai-400010.

. Bidder to indicate bid number and name of bidding entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer along with bid.

#### 10. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

**This is an OPEN Tender enquiry/GeM Bid for Indian Bidders through GeM Portal.**

#### 11. Buyer Added Bid Specific ATC

Buyer uploaded ATC document [Click here to view the file.](#)

### **Disclaimer/अस्वीकरण**

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of

bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

[This Bid is also governed by the General Terms and Conditions/ यह बिड सामान्य शर्तों के अंतर्गत भी शासित है](#)

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।

---Thank You/धन्यवाद---

**GEM BID NO: GEM/2024/B/4945220**

**Mazagon Dock Shipbuilders Limited**  
**(Submarine Division)**

**BUYER SPECIFIC ADDITIONAL TERMS & CONDITIONS WITH**  
**DETAILED SCOPE OF WORK**

**MAZAGON DOCK SHIPBUILDERS LTD. (MDL)**, Mumbai India, a premier Warship building, Ship repair, Submarine Construction & Refits and Heavy Engineering Company owned by Government of India under Ministry of Defence, is contracted for construction of six in number SCORPENE SUBMARINES (P75-Project) for INDIAN NAVY in collaboration with M/s. NAVAL GROUP, FRANCE.

**MAZAGON DOCK SHIPBUILDERS LTD (Purchaser / Buyer)** INVITES COMPETITIVE BID through GeM Portal for the following supply including services from **Indian Firms**.

**This is an OPEN Tender enquiry/GeM Bid for Indian Bidders through GeM Portal.**

***BIDDER TO READ BID REJECTION CRITERIA CAREFULLY BEFORE SUBMITTING BID***

**SUBJECT: - REPAIR OF 11 NOS AIR CONDITIONER UNITS FOR BOAT-6 OF P75**

| <b>A)</b> | <b>TENDER ENQUIRY FORM CLAUSES</b>  |
|-----------|---|
| <b>1.</b> | <b>Description:</b><br>Repair of 11 Nos Air conditioner units for Boat-6 of P75<br>The detailed scope of Work is attached as <b>Enclosure-1</b> .   |
| <b>2.</b> | <b>Instructions to the bidder:</b><br>Bidder should submit all documents strictly through GeM Portal only.  |
| <b>3.</b> | <b>Validity Period:</b><br>Bids / Offers shall have a validity period of 180 Days from the GeM Bid closing date. A bid valid for a shorter period will be liable for rejection.   |
| <b>4.</b> | <b>Earnest Money Deposit (EMD):</b><br><b>(a) Bidder shall submit/upload the supporting documentary evidence along with Part I bid for claiming EMD exemption. EMD is exempted for following cases:</b><br>(i) State & Central Government of India Departments & Public Sector Undertakings.<br>(ii) Firms registered with MDL. To qualify for EMD exemption, firms should necessarily submit valid copy of the Registration Certificate issued by MDL, for the items for which the offer is being submitted. Firms in the process of obtaining MDL registration will not be considered for EMD exemption.<br>(iii) Micro and Small Enterprises who are manufacturer or Service Provider and give specific confirmation to this effect at the time of bid submission and whose credentials are validated online through Udyam Registration (as validated by Government from time to time) and through uploaded supporting documents.<br>(iv) Firms registered with NSIC under its "Single Point Registration Scheme". (Exemption will apply only to items/services for which they are registered. To qualify for EMD exemption, firms should necessarily submit valid copy of the Registration Certificate along with the list of items / services for which they are registered, as issued by NSIC, in Part-I offer / bid. Firms in the process of obtaining NSIC registration will not be considered for EMD exemption.<br>(v) Start-ups as recognized by Department of Industrial Policy and Promotion (DIPP).<br>(vi) The recognized institutes such as VJTI/IIT.<br>(vii) Common/Deemed DPSU registered vendors qualify for EMD exemption. Such firms shall submit valid copy of the registration certificate issued by DPSUs (other |

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|                  | <p>than MDL) for the items / services for which the offer is being submitted in Part-I offer/bid. Firms in process of obtaining registration in other DPSUs will not be considered for EMD exemption.</p> <p>(viii) Green Channel Status vendors qualify for EMD exemption. Such firms shall submit valid copy of the Green channel certificate issued by MoD for the items for which the offer is being submitted in Part-I offer/bid. Firms in process of obtaining this certificate will not be considered for EMD exemption.</p> <p><b>(b) Rate of Earnest Money Deposit</b><br/>The applicable EMD is <b>Rs.1,80,000/-</b>.</p> <p><b>(c) Mode and form of EMD and action on receipt</b><br/>In case of Indigenous bidders, EMD shall be obtained by way of NEFT/ Demand Draft / Pay order / Bank Guarantee / Insurance Security Bond / e-Bank Guarantee in favour of Mazagon Dock Shipbuilders Limited, Mumbai from the list of Banks approved by SBI / Canara Bank published on MDL website. Crossed DD / Pay Order issued by Co-operative banks however may be considered to be accepted and the bid would be considered accordingly. In case of Foreign bidders, authorized Indian agent of the overseas bidders can submit EMD in the form of bank draft in Indian Rupees. Similarly authorized Indian Agent can submit BG from bank as per list of banks approved by SBI / Canara Bank as bank of international repute published on MDL website on behalf of foreign bank. Bidders should be encouraged to advice their banker to send EMD directly to commercial department or through SWIFT to dispense with additional step of verification of authenticity of signatories. In case of EMD transmitted through SWIFT, it shall be the responsibility of the bidder that he directs the receiving banker to forward the message duly authenticated to the concerned commercial executive mentioned in the tender. In case of foreign bidders, EMD shall be obtained by way of SWIFT / Bank Guarantee from bank of international repute or other banks. The Bank Guarantee shall be kept valid till validity period of the offer. The original of the scanned copy of EMD (BG) should reach HOD (C)/ Dealing Executive within seven days of the tender closing date.</p> |
| <p><b>5.</b></p> | <p><b>Submission of offer: -</b><br/>Offer must be forwarded through GeM Portal and scanned copies of the below mentioned documents to be attached:<br/>Soft Copies/Scanned Copies of below mentioned documents/details are</p> <ul style="list-style-type: none"> <li>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).</li> <li>ii) Bidder to submit Declaration of Local content as per <b>Enclosure-2</b>.</li> <li>iii) Bidder to submit signed scanned copy of this complete document with SOW as acceptance.</li> <li>iv) Bidder to submit Integrity Pact as per <b>Enclosure-11</b></li> <li>v) Bidder should be Authorized vendor / Reseller of OEM. Valid Authorization certificate from OEM to be submitted.</li> <li>vi) Prequalification &amp; past experience documents.</li> </ul> <p>Note: - Any Techno-commercial query related to subject GeM bid shall be forwarded to following emails:<br/><b>akeelahamad@mazdock.com, dgetme@mazdock.com</b></p>   |
| <p><b>6.</b></p> | <p><b>Pre-Qualification Documents &amp; Criteria: -</b><br/><b>Technical PQC:</b><br/>(i) Bidder's experience of having executed/completed similar services during last 7 years ending till the original tender closing date should be either of the following:</p>  |

|           |  |
|-----------|--|
|           | <p>(aa) Three contracts/orders of similar completed services each of not less than Rs.60,00,000/-<br/>OR<br/>(ab) Two contracts/orders of similar completed services each of not less than Rs.75,00,000/-<br/>OR<br/>(ac) One contract/order of similar completed services of not less than Rs.1,20,00,000/-<br/>OR<br/>(ad) Cumulative completed services of similar nature of Rs.75,00,000/- within a continuous span of 12 months.</p> <p>(ii) Following infrastructure is required for repair of Air conditioner units during the period of execution of order:<br/>a) Test Room / Climatic room for test and trials of SNORI made Air conditioner units.<br/>b) Heat source for calibrated heat supply and hygrometry regulator to maintain temperature (Range: 0/50 degree celcius) and regulate humidity (10/90%) respectively.<br/>c) Cooling water supply / pump for cooling the plate type condenser of AC (minimum water flow: 3.15 M3/h)<br/>d) 3 phase 115V, 60 Hz power supply with current capacity 50 A (VFD)<br/>e) Data Logger<br/>f) Humidifier<br/>g) Infrastructure to carry out following tests:<br/>Refrigerating circuit tests, Water circuit tests, Insulation tests &amp; voltage measurement, Safety cut out checks, Air flow &amp; pressure test and Temperature &amp; Hygrometry checks<br/>h) Firm's premise should have clean, dust free, temperature &amp; humidity controlled environment.</p> <p><b>Commercial PQC</b><br/>i) The average annual financial turnover of 'The bidder' during the last three years, ending 31st March (or any other year ending followed in relevant country) of the previous financial year excluding the calendar year of tendering should be at INR 45,00,000/- as per the annual report (audited balance sheet and profit and loss account) of the relevant period, duly authenticated by a Chartered Accountant/Cost Accountant in India or equivalent in relevant countries.<br/>ii) Bidders Shop and establishment registration certificate or registration certificate from registrar of firms or certificate of incorporation from Registrar of Companies or any other valid document that confirms the firm's status. (Not required for permanent registered vendors with MDL).</p> |
| <b>7.</b> | <b>Bid Rejection Criteria:-</b>  |
|           | <p>Following criteria for rejection of the bids:<br/><b>(A) Categorical Rejection:</b><br/>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:<br/>(i) Bids received after tender closing date and time.<br/>(ii) Bids received other than GeM Portal<br/>(iii) Bidders who are debarred under PPP MII order 2017, GeM, CPPP including Tender holiday issued by MDL.<br/>(iv) Bids received without EMD (other than those who are exempted from payment of EMD).<br/><b>(B) Liable for Rejection Criteria</b><br/>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</p>  |



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|                   | <p>have to submit such documents / clarification within the duration / date stipulated by MDL, failing which their bids shall be rejected in following cases:<br/> Clause mentioned under loading criteria.<br/> (i) OEM/Authorized Dealer/Agents of Supplier:<br/> 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.<br/> There can be only one bid from the following:<br/> (a) The principal manufacturer directly or through one Indian agent on his behalf; and<br/> (b) Indian/foreign agent on behalf of only one principal.<br/> (ii) Bids received without Integrity Pact duly signed by the bidder on each page.</p>  |
| <p><b>8.</b></p>  | <p><b>Delivery/completion Period / Contract Period /Completion Schedule:</b></p> <p>a) Firm shall return repaired Air conditioner units within 02 months from date of collection of defective items from MDL.<br/> b) Firm to pick the item within 15 working days after placement of purchase order. Items will be handed over on submission of FIMBG or indemnity bond and insurance.<br/> c) Firm to submit draft QAP within 07 days' post order placement which is to be approved by MDL Design-EY and SOT(MB). Firm to submit Non-Disclosure agreement (NDA) for collection of any technical documents / details related to the AC units.<br/> d) The detailed scope of supply/work is placed at <b>Enclosure-1</b>.<br/> e) Bidder is requested to quote acceptance of the delivery period in the offer. Delayed deliveries beyond stipulated delivery period shall attract LD as per tender terms.<br/> Note: Delivery/completion date to be considered for the purpose of Liquidated Damages (if any) will be the date of delivery/completion of items in MDL. You are requested to confirm the delivery/completion schedule in the offer.<br/> If the Seller/Service Provider fails to deliver any or all of the Goods/Services within the original/re-fixed delivery period(s) specified in the contract, the Buyer will be entitled to deduct/recover the Liquidated Damages for the delay @ 0.5% of the contract value of delayed quantity per week or part of the week of delayed period as pre-estimated damages not exceeding 10% of the contract value of delayed quantity without any controversy/dispute of any sort whatsoever.</p> |
| <p><b>9.</b></p>  | <p><b>Pricing:</b></p> <p>a) The quoted prices shall remain firm and fixed during the currency of the order / contract unless agreed otherwise by MDL. Bidder shall quote the prices in GeM Bid.<br/> b) Bidder shall quote the prices for services indicated / listed in the GeM Bid enquiry for execution of the services complying with the terms and conditions indicated at the Scope of Work (<b>Enclosure 1</b>).<br/> c) Bidders to note that GeM Prices must be inclusive of all Taxes and duties. Sellers are advised to quote prices inclusive of all taxes &amp; duties.</p>   |
| <p><b>10.</b></p> | <p><b>Terms of Payment:</b></p> <p><b>Part Delivery Part Payment allowed.</b><br/> <b>A) 70% payment</b><br/> 70% Payments shall be made to the seller within 15-20 days after MDL/SOT inspection clearance at firm's premises as per approved QAP and on submission of following documents:<br/> a) One original and two copies of signed Invoice.<br/> b) Work Completion Certificate/acceptance report signed by MDL (Planning-EY) executive of minimum CM or above level indicating LD after MDL/SOT inspection clearance at firm's premises as per approved QAP. SAP service entry sheet will be issued by Planning-EY.</p>   |

**B) 30% payment**

30% Payments shall be made to the seller within 15-20 days after successful checks at MDL/On-board or after 12 months of delivery of repaired items in MDL and on submission of following documents:

- a) One original and two copies of signed Invoice.
- b) Work Completion Certificate/acceptance report signed by MDL (Design-EY) executive of minimum CM or above level clearly indicating applicable LD after successful checks at MDL/On-board or after 12 months of delivery of repaired items in MDL.
- c) Firm shall submit Guarantee / Warranty certificate after final acceptance of repaired items by MDL.

Note:

- i No advance payment is allowed.
- ii The warranty period will be applicable as per detailed scope of supply/work at **Enclosure-1** from date of final acceptance of repaired item at MDL.
- iii All enclosures are as per Scope of Work (SoW) of GeM Bid.
- iv Trade Receivable Discounting System (TReDS) For MSEs: TReDS is a digital platform to help MSMEs to address their financial needs for facilitating the financing of trade receivables from buyers, through multiple financiers. TReDS is governed by the Reserve Bank of India under the Payment and Settlement Systems Act, 2017 and the Factoring Regulations Act, 2011. Under the TReDS initiative, at present, RBI has given licenses to three participants (RXIL, Invoice Mart, M1Xchange). MDL is registered for TReDS online platform with A. TReDS Ltd, & M1Xchange to facilitate payments to MSMEs through TReDS. At TReDS, auctioning of invoices at competitive & transparent environment is done by financiers based on Buyer's credit profile.

MSE bidders desirous to receive payments through TReDS platform may avail the facility if they are already registered on TReDS platform or by registering on any one of the service provider. Contact Details of TReDS platform service providers are to be indicated. MSE bidders upon successful delivery shall submit their invoices along with the mandated enclosures at MDL, Central Receipt Section. MSE vendors, desirous to receive payments through a particular TReDS platform must submit their TReDS details along with the invoice at MDL, Central Receipt Section. Upon receipt and acceptance of the supplied material and receipt of invoices with the mandated enclosures, MDL shall process the invoice for payment on that particular TReDS platform. Any unfinanced invoices / invoices of MSE bidders seeking payment from MDL directly shall be processed as per the Standard payment terms agreed in PO / contract."

**11. Inspection/acceptance criteria:**

i) Firm to submit draft QAP within 07 days post order placement which is to be approved by MDL Design-EY and SOT (MB). Firm to submit Non-disclosure agreement (NDA) for collection of any technical documents/details related to the AC Units.

ii) As this is comprehensive work for each AC Unit, all the spare parts such as repair / refurbishment / replacement of defective components of the AC units and consumable like Seals, O-Rings, lubricating oil, refrigerant, hoses and any other spares required for defect rectification including mandatory spares is in firm's scope. (Equipment like sensors, detectors, valves, electronic components etc. that needs replacement, OEM supplied /original spares to be used)

iii) Spares acceptance criteria:

(a) For OEM spares CoC from OEM to be provided by the vendor.

(b) For non-OEM spares, vendor to provide Material Test Certificate as per material specification given in ETM.

(c) In case material specifications are not available in the ETM for particular spare, vendor to provide the same certified by NABL /IRMRA approved lab for existing material and new material to be reproduced as per sample with material test

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|                   | <p>certificate by NABL/ IRMRA approved labs.<br/> (d) If original components are not available in local market, approval of MDL-Design-EY to be obtained for use of other equivalent component.</p> <p>iv) All instruments must be calibrated and valid calibration certificate must be available during inspection/ trials.</p> <p>v) Trial run and inspections / operational parameters will be witnessed by MDL QA-EY &amp; SOT(MBI).</p> <p>vi) Vendor to carry out following repair activities:<br/> (a) Repair of the AC units and replace / refurbish defective or missing part.<br/> (b) Gas recovery<br/> (c) AC Units painting if required<br/> (d) Pressure test for all units 24h<br/> (e) Vacuum test for all units 24h<br/> (f) Charge gas R134A<br/> (g) Carry Out FAT</p> <p>vii) Factory Acceptance tests (FATs)<br/> (a) Refrigerating circuit tests<br/> (b) Water circuit tests<br/> (c) Insulation tests &amp; Voltage measurement<br/> (d) Safety cut out checks<br/> (e) Air flow &amp; pressure<br/> (f) Temperature &amp; Hygrometry</p> <p>viii) Firm has to carry out internal inspection &amp; trials of repaired units, as per ETM / Procedures at its premise. After satisfactory results, firm should offer inspection to MDL well in advance. Firm has to submit / produce the report of their internal inspection / trial done to the MDL team at the time of inspection.</p> <p>ix) Detailed repair report which includes Defect Identification, Analysis, Defect Rectification, Pressure Test Report, Vacuum Test and Operational Trials Report to be made by firm and forwarded to MDL Planning-EY at the time of delivery of the repaired AC Units.</p> <p>Note: Planning-EY shall issue work completion certificate clearly indicating LD remark for release of payment to firm.</p> |
| <p><b>12.</b></p> | <p><b>Guarantee/ Warranty:</b><br/> The warranty period of 12 months from date of final acceptance of repaired AC units as per <b>Enclosure-4</b>.</p>   |
| <p><b>13.</b></p> | <p><b>Performance Security (Performance Bank Guarantee cum Security Deposit):</b><br/> 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 <b>Enclosure-5</b> 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.</p> <p>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)</p>   |

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|                   | <p>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 &amp; EUROBOR/LIBOR plus 2% in case of foreign bidders declared by Indian Nationalized Bank State Bank of India for that quarter</p>   |
| <p><b>14.</b></p> | <p>GoI vide Order (Public Procurement No.4) dtd 23 Feb 2023 has imposed Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017 on bidders from a country which shares a land border with India. Accordingly, following shall be complied by the Bidders while submitting bids.</p> <p>A) Any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if bidder is registered with the Competent Authority. The Competent Authority for the purpose of registration under this Order shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT). The Bidder shall submit declaration / certificate as per <b>Enclosure-6</b> towards compliance of Public Order on Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017.</p> <p>B) "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.</p> <p>C) "Bidder (or entity) from a country which shares a land border with India" for the purpose of this Order (Public Procurement No.4) means-</p> <p>a) An entity incorporated, established or registered in such a country; or</p> <p>b) A subsidiary of an entity incorporated, established or registered in such a country; or</p> <p>c) An entity substantially controlled through entities incorporated, established or registered in such a country; or</p> <p>d) An entity whose beneficial owner is situated in such a country; or</p> <p>e) An Indian (or other) agent of such an entity; or</p> <p>f) A natural person who is a citizen of such a country; or</p> <p>g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above</p> <p>D) "Beneficial owner" for the purpose of above paragraph (C) will be as under:</p> <p>(i) In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person(s), has a controlling ownership interest or who exercises control through other means.</p> <p>Explanation-</p> <p>a. "Controlling ownership interest" means ownership of, or entitlement to, more than twenty-five per cent of shares or capital or profits of the company;</p> <p>b. "Control" shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholder's agreements or voting agreements;</p> |

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|                   | <p>(ii) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;</p> <p>(iii) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;</p> <p>(iv) Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;</p> <p>(v) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.</p> <p>D) "Agent" is a person employed to do any act for another, or to represent another in dealings with third persons.</p> |
| <p><b>15.</b></p> | <p><b>Integrity Pact:</b><br/>The Bidder must accept and sign the "Integrity Pact" attached as Enclosure-11 and submit the same in the Part-I Technical Bid. The duly signed Integrity Pact should be submitted in sealed envelope.</p> <p>i) Non acceptance of Integrity Pact along with offer has been included in Bid Rejection Criteria for the tender.</p> <p>ii) The provisions regarding Sanctions for violation of Integrity Pact include forfeiture of Performance Bond in case of a decision by the Principal/Buyer to forfeit the same without assigning any reason for imposing sanction for violation of Integrity Pact.</p> <p>v) No interest shall be payable by the Principal/Buyer to the Bidder(s) on Earnest Money/Security deposit for the period of its currency.</p> <p>"Details of Independent External Monitor (IEMs) are as below:</p> <ol style="list-style-type: none"> <li>1. Mr.M N Krishnamurthy, IPS (Retd)</li> <li>2. Mr.PV Rao</li> </ol> <p>Email id: pasupuletirao@yahoo.co.in</p> <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>  |
| <p><b>16.</b></p> | <p><b>Breach of Obligation clause with respect to Bid submitted:</b><br/>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"> <li>a) Bidder has withdrawn / modified / amended / impaired / derogated from the tender during the period of bid validity.</li> <li>b) Bidder fails or refuses to execute the contract upon notification of acceptance of bid by the purchaser during the period of bid validity.</li> </ol>  |
| <p><b>17.</b></p> | <p><b>Liquidated Damages:</b><br/>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</p>  |

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|            | <p>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 10% of the undelivered /unfinished portion of the order/ contract.</p> <p>NOTE:<br/>Design-EY will submit delay analysis report for calculation of liquidated damage along with Work Completion Certificate/Acceptance Report.</p>  |
| <b>18.</b> | MDL reserves the right to consider placement of Order / Contract in part or in full against the tendered quantity.  |
| <b>19.</b> | <p><b>Non-Disclosure Agreement:</b><br/>The bidder shall submit Non-Disclosure Agreement in enclosed Format (<b>Enclosure-7</b>) on Rs.500/- Non-Judicial Stamp paper immediately on receipt of tender information as the same is mandatory for handing over any technical documentation / Drawings or material classified in nature. The format for non-disclosure agreement is attached at Enclosure-7.</p>   |
| <b>20.</b> | <b>Book Examination Clause (BEC): Not Applicable</b>  |
| <b>B)</b>  | <b>GENERAL CONDITIONS OF CONTRACT</b>   |
| <b>1.</b>  | <p><b>CONFIDENTIALITY, SECRECY AND IPR RIGHTS</b></p> <p>(a) <b>IPR Rights</b><br/>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.</p> <p>(b) <b>Confidentiality</b><br/>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.</p> <p>(c) <b>Secrecy</b><br/>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.</p> <p>(d) <b>Obligations of the contractor</b></p> <p>(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.</p> <p>(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.</p> <p>(iii) Notwithstanding the above, the contractor may furnish to its holding company or its Subcontractor(s) such documents, data, and other information it receives</p> |

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|           | <p>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.</p> <p>(iv) The obligation of the contractor under sub-clauses above, however, shall not apply to information that:</p> <p>(aa) The contractor needs to share with the institution(s) participating in the financing of the contract;</p> <p>(ab) now or hereafter is or enters the public domain through no fault of Contractor;</p> <p>(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</p> <p>(ad) otherwise lawfully becomes available to the contractor from a third party that has no obligation of confidentiality.</p> <p>(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.</p> <p>(vi) The provisions of this clause shall survive completion or termination for whatever reason of the contract.</p> |
| <b>2.</b> | <p><b>PERMITS, APPROVALS AND LICENSES</b></p> <p>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</p>  |
| <b>3.</b> | <p><b>INDEMNIFICATION</b></p> <p>The Bidder / Supplier / Contractor, his employees, licences, agents or Sub-Supplier / Sub-contractor, while on site of the Purchaser for the purpose of this contract, indemnifies the Purchaser against direct damage and/or injury to the property and/or the person of the Purchaser or that of Purchaser's employees, agents, Subcontractors / Suppliers occurring and to the extent caused by the negligence of the Bidder / Supplier / Contractor, his employees, licensees, agents or Sub-contractor by making good such damages to the property, or compensating personal injury and the total liability for such damages or injury shall be as mutually discussed and agreed to.</p>   |
| <b>4.</b> | <p><b>TRANSFER OF SUPPLIERS / CONTRACTOR'S RIGHTS</b></p> <p>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.</p>   |
| <b>5.</b> | <p><b>SUBCONTRACT AND RIGHT OF PURCHASER</b></p> <p>The Bidder / Supplier / Contractor under no circumstances undertake or subcontract any work / contract from or to any other Sub-contractor without prior written approval of the Competent Authority of Purchaser. In the event it is found that such practice has been indulged in, the contract is liable to be terminated without notice and the Bidder / Supplier / Contractor is debarred all from future tender enquiries / work orders. However, in no circumstances a contractor is permitted to subcontract any part of the contract to the bidders who had quoted for the concerned tender.</p>  |
| <b>6.</b> | <p><b>PATENT RIGHTS</b></p> <p>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</p>  |
| <b>7.</b> | <p><b>AGENTS/AGENCY COMMISSION</b></p>   |

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|                   | <p>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.</p> <p>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.</p> <p>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).</p> <p>The Buyer will also have the right to recover any such amount from any contracts concluded earlier with Buyer.</p> |
| <p><b>8.</b></p>  | <p><b>USE OF UNDUE INFLUENCE / CORRUPT PRACTICES</b></p> <p>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.</p> <p>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.</p>   |
| <p><b>9.</b></p>  | <p><b>IMMUNITY OF GOVERNMENT OF INDIA CLAUSE</b></p> <p>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.</p>  |
| <p><b>10.</b></p> | <p><b>DUTY OF PERSONNEL OF SUPPLIER/CONTRACTOR</b></p>  |



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|            | 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.   |
| <b>11.</b> | <p><b>CONTRACT LABOUR (REGULATION AND ABOLITION) ACT 1970</b></p> <p>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.</p> <p>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.</p> |
| <b>12.</b> | <p><b>MINIMUM WAGES ACT</b></p> <p>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</p>  |
| <b>13.</b> | <p><b>BONUS ACT</b></p> <p>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.</p>   |
| <b>14.</b> | <p><b>FACTORIES ACT</b></p> <p>The Contractor / Bidder shall observe all applicable Rules and Regulations stipulated under Factories Act applicable to contract labour.</p> <p>The Contractor / Bidder shall maintain a separate register prescribed under the Act and pay Privilege Leave wages to all eligible employees.</p> <p>On completion of execution of the contract and before winding up, the Contractor / Bidder shall pay proportionate Privilege Leave wages to all eligible employees.</p>   |
| <b>15.</b> | <p><b>EMPLOYEES' PROVIDENT FUNDS AND MISCELLANEOUS PROVISIONS ACT, 1952</b></p> <p>The Contractor / Bidder, where applicable, shall cover his employees deployed in the Purchaser's Yard</p> <ol style="list-style-type: none"> <li>under the Employees' Provident Funds and Miscellaneous Act, 1952,</li> <li>under the Family Pension Scheme, and</li> <li>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</li> </ol>  |

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|                   | <p>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.</p> <p>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.</p> <p>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.</p>       |
| <p><b>16.</b></p> | <p><b>EMPLOYEES' STATE INSURANCE ACT</b></p> <p>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.</p> <p>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.</p>  |
| <p><b>17.</b></p> | <p><b>SAFETY</b></p> <p>The Contractor / Bidder must observe all safety precautions in connection with the work to be performed by him, his agents or labourers. In the event of any accident happening in our yard resulting in loss of lives or otherwise damaging any part of the property, the contractor shall be required to make good the loss to the Company and shall be responsible for all consequences that follow from the loss and / or injuries to the persons involved in such accidents. The standard of safety to be observed in the Company shall be decided by the Executive-in-Charge Safety, or any Executive appointed for the purpose before the commencement of work in the yard. It will be essential for contractor to ascertain the standard precautions which contractor is required to observe in discharging his work as per the standards prevalent in MDL. The decision of MDL in matters concerning Safety shall be final and binding on the contractor.</p> <p>The Contractor / Bidder shall be required to provide his workmen with Boiler Suits of any suitable colour other than blue or white, with the Name of the Contractor in prominent letters on the boiler suits along with personal protection gears like safety shoes, hand gloves etc. workmen of the Contractor / Bidder must wear throughout their working while in the premises of MDL. Contractor's workmen working without safety gears are to be disallowed for work.</p> |
| <p><b>18.</b></p> | <p><b>POLICE VERIFICATION OF EMPLOYEES</b></p>   |

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|                   | <p>Contractor / Bidder shall have to produce and submit to the Chief Security Executive of Purchaser, verification through Mumbai Police of Character and Antecedents of their employees / workers for while working on ships under construction in Purchaser's Yards, for working onboard ships under modernisation / refit / repairs at Mumbai ports / Naval Dockyard. Entry passes will not be issued in the absence of Police Verification Report and employees without Police Verification shall not be employed by them in Purchaser's Yard / Mumbai ports / Naval Dockyard and any lapse on the part of Contractor / Bidder shall be viewed seriously as per applicable laws of the land. Employment of any Foreign National during the contract period would be permitted with prior permission of Purchaser.</p>   |
| <p><b>19.</b></p> | <p><b>FORCE MAJEURE</b></p> <p>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.</p> <p>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.</p> <p>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.</p> |
| <p><b>20.</b></p> | <p>In case of any technical clarifications, bidder is requested to contact Mr. Akeel Ahmed, Email Id : <a href="mailto:akeelahamad@mazdock.com">akeelahamad@mazdock.com</a>, Ph No- 02223763606 before the closing date of the tender.</p> <p>We look forward to receive your most competitive and reasonable offer against this tender.</p>  |
|                   | <p style="text-align: right;">Yours faithfully,<br/>For MAZAGON DOCK SHIPBUILDERS LIMITED<br/>Devendra Getme, Manager (C-EY)<br/>(Purchase Executive)</p>   |

## **Enclosures**

Enclosure-1: Scope of Supply / Work.

Enclosure-2: Declaration of Local content

Enclosure-2a: Actual Local content

Enclosure-3: Rate Sheet format

Enclosure-4: Warranty Certificate format

Enclosure-5: Format of Performance Bank Guarantee cum security

Enclosure-6: Declaration Certificate w.r.t Land Border Clause (Order (Public Procurement No.4) dtd 23 Feb 2023 on Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017

Enclosure-7: Format for Non-Disclosure Agreement (NDA)

Enclosure-8: List of approved banks.

Enclosure-9: TEF Acceptance format

Enclosure-10: GCC Acceptance format

Enclosure-11: Format of Integrity Pact

**Scope of Work**  
**Repair of 11 Nos. AC Units on OTE basis for Project P-75**

1. Vendor to submit FIMBG/ Insurance and Indemnity Bond and collect the material from MDL within 07 Working after place of order.
2. QAP to be submitted by the Vendor within 07 days of placement of order.
3. Firm to pick the item within 15 working days after placement of the purchase order and submission of FIMBG or indemnity bond and insurance.
4. Items will be issued to the vendor on the discretion of MDL
5. Firm to submit draft QAP within 07 days post order placement which is to be approved by MDL Design-EY and SOT (MB). Firm to submit Non-disclosure agreement (NDA) for collection of any technical documents/details related to the AC Units.
6. To & fro transportation, transit insurance and premises insurance of items collected by the vendor are in firm's scope.
7. As this is comprehensive work for each AC Unit, all the spare parts such as repair / refurbishment / replacement of defective components of the AC units and consumable like Seals, O-Rings, lubricating oil, refrigerant, hoses and any other spares required for defect rectification including mandatory spares is in firm's scope. (Equipment like sensors, detectors, valves, electronic components etc. that needs replacement, OEM supplied /original spares to be used)
8. Spares acceptance criteria:
  - (a) For OEM spares CoC from OEM to be provided by the vendor.
  - (b) For non-OEM spares, vendor to provide Material Test Certificate as per material specification given in ETM.
  - (c) In case material specifications are not available in the ETM for particular spare, vendor to provide the same certified by NABL /IRMRA approved lab for existing material and new material to be reproduced as per sample with material test certificate by NABL/ IRMRA approved labs.
  - (d) If original components are not available in local market, approval of MDL-Design-EY to be obtained for use of other equivalent component.
9. All instruments must be calibrated and valid calibration certificate must be available during inspection/ trials.
10. Trial run and inspections / operational parameters will be witnessed by MDL QA-EY & SOT(MBI).
11. Vendor to carry out following repair activities:
  - (a) Repair of the AC units and replace / refurbish defective or missing part.
  - (b) Gas recovery
  - (c) AC Units painting if required
  - (d) Pressure test for all units 24h
  - (e) Vacuum test for all units 24h
  - (f) Charge gas R134A
  - (g) Carry Out FAT
12. Factory Acceptance tests (FATs)
  - (a) Refrigerating circuit tests

- (b) Water circuit tests
  - (c) Insulation tests & Voltage measurement
  - (d) Safety cut out checks
  - (e) Air flow & pressure
  - (f) Temperature & Hygrometry
13. Firm has to carry out internal inspection & trials of repaired units, as per ETM / Procedures at its premise. After satisfactory results, firm should offer inspection to MDL well in advance. Firm has to submit / produce the report of their internal inspection / trial done to the MDL team at the time of inspection.
14. Detailed repair report which includes Defect Identification, Analysis, Defect Rectification, Pressure Test Report, Vacuum Test and Operational Trials Report to be made by firm and forwarded to MDL Planning-EY at the time of delivery of the repaired AC Units.
15. Packaging, and transportation
- (a) Vendor to provide Packaging that ensure the protection of the material during transportation, handling, warehousing and shipping.
  - (b) Vendor to provide blocking systems for each mobile part of the equipment in order to avoid internal movement of components during transportation.
  - (c) Desiccant bags (Silica gel) to be located near all motor / electrical components to prevent condensation.
  - (d) Water & shock detectors to be used on the packaging & equipment to prove and prevent any outdoor storage conditions.
16. Vendor to return the repaired material properly packed to MDL stores and provide 12 Months warranty from date of final acceptance by MDL.
17. If any clarification regarding the said activity is required, firm should come up to MDL (Design – EY) well in advance.
18. Proposed Payment terms: 70% payment will be made after MDL/SOT inspection clearance as per approved QAP at firm's premises. Remaining 30% payment will be done after successful checks at MDL/on-board or after 12 months of delivery of repaired item in MDL.

**DECLARATION CERTIFICATION FOR LOCAL CONTENT**

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

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

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

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

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

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have read and understood the requirement of local content (LC) and same is specified as percentage calculated in accordance with the definition provide at clause 2 of revised Public Procurement (preference to Make in India) Order 2017.

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

- (c) I have satisfied myself that the goods / services / works to be delivered in terms of the above specified bid comply with the local content requirement as specified in the tender for ‘Class- I Local Supplier’ / ‘Class-II Local Supplier’, and as above.
- (d) I understand that a bidder can seek benefit of either Public Procurement Policy for MSEs – Order 2012 or Public Procurement (preference to make in India) Order 2017 and not both and once the option is declared / selected it is not permitted to be modified subsequently Accordingly, I seek the benefit from the below declared purchase preference policy only.

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

- |                       |                          |  |
|-----------------------|--------------------------|--|
| 1) PPP MSE Order 2012 | <input type="checkbox"/> | (applicable for MSE manufacturers)                               |
| 2) PPP MII 2017       | <input type="checkbox"/> | (applicable for Class I suppliers as well as MSE manufacturers ) |

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

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

| Tender item<br>Sr No | Local content calculated<br>as above % | Location of Local value addition<br>(Location shall be the specified as name of<br>city or district etc. Location as name of<br>country will be considered as ambiguous<br>and such bids shall be rejected.) |
|----------------------|--|--|
|                      |  |  |
|                      |  |  |

Attach separate sheet duly signed if space is not sufficient.

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

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

g) I understand that the submission of incorrect data, or data that are not verifiable as described in revised Public Procurement (preference to make in India) Order 2017 dated 16.09.2020

SIGNATURE: .....

DATE:

.....

Seal / Stamp of Bidder



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

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

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

**IN RESPECT OF CONTRACT No./ PO No.**.....  
**ISSUED BY: (Name of Firm):**.....

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

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

- (a) The facts contained herein are within my own personal knowledge.  
(b) My/our company had declared the local content at the time of tender as under

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

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

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

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

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

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

**SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**Stamp / Seal of the company**

**Sub: GEM/2024/B/4945220 - Repair of 11 Nos Air conditioner units for Boat-6 of P75**

| Sr.No                       | Item Description  | Qty (Nos) | Basic unit Price (Rs) | Total basic Cost (Rs) | Unit price inclusive of taxes & duties (Rs) | Total price inclusive of taxes & duties (Rs) | HSN Code |
|-----------------------------|---|-----------|-----------------------|-----------------------|---|--|----------|
| 100                         | Repair of A/c of electric compartment, FC00520, Sr. No.: SCI520, RN No.: 13VR000C0540             | 1         |                       |                       |   |  |          |
| 200                         | Repair of A/c of diesel compartment, FC00521, Sr. No. 234/11-02, RN NO. 13VR000C0541              | 1         |                       |                       |   |  |          |
| 300                         | Repair of Air conditioner of galley, FC00522, Sr. No. 348/07-03 , RN No. 13VR000C0542             | 1         |                       |                       |   |  |          |
| 400                         | Repair of Air condition of accommodations, FC00523, SR. NO. 232/11-04, RN No.: 13VR000C0543       | 1         |                       |                       |   |  |          |
| 500                         | Repair of A/c of cafeteria and wardrooms, FC00524, Sr. No. 231/11-05, RN No.: 13VR000C0544        | 1         |                       |                       |   |  |          |
| 600                         | Repair of Air conditioner of accommodation, FC00525, Sr. No. 348/07-06, RN No.: 13VR000C0545      | 1         |                       |                       |   |  |          |
| 700                         | Repair of A/c-frwd aux&lower cabinet room, FC00526, Sr. No.234/11-07, RN No.: 13VR000C0546        | 1         |                       |                       |   |  |          |
| 800                         | Repair of Air conditioner of control room, FC00527, Sr. No.234/11-08, RN No.: 13VR000C0547        | 1         |                       |                       |   |  |          |
| 900                         | Repair of Air conditioner of control room, FC00528, Sr. No.233/11-09, RN No.: 13VR000C0548        | 1         |                       |                       |   |  |          |
| 1000                        | Repair of Air conditioner of torpedo room, FC00529, Sr. No. 233/11-10, RN No.: 13VR000C0549       | 1         |                       |                       |   |  |          |
| 1100                        | Repair of A/c-radio, Upper cabinet&Frwd alleyway, FC00530, Sr. No.348/07-11, RN No.: 13VR000C0550 | 1         |                       |                       |   |  |          |
| Total Price in Figures (Rs) |   |           |                       |                       |   |  |          |
| Total Price in Words (Rs)   |   |           |                       |                       |   |  |          |

**Note: Firm to indicate applicable GST% for all line items in their techno-commercial offer.**

**FORM OF WARRANTY CERTIFICATE**

In accordance with the Order N°..... Dated ..... placed by MAZAGON DOCK SHIPBUILDERS LIMITED on \_\_\_\_\_(Name of firm)

Description of Spares /Item(s) and Manufacturer's Serial Number (OR any other such ID No) as per packing list no..... dated .....enclosed 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:

**PROFORMA BANK GUARANTEE FOR PERFORMANCE SECURITY**

(ILLUSTRATIVE FORMAT)

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

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

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

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

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

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

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

7. Notwithstanding anything contained herein above:

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

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

iii) We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before ..... (validity + 4 weeks from the date of expiry of this guarantee).

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

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

For ..... Bank  
(by its constituted attorney)

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

**NOTE:**

1. Indigenous supplier or Foreign Supplier through Indian Bank to submit BG.
2. If foreign supplier submits BG through Foreign Bank the same should be submitted by SWIFT.MDL Bank SWIFT A/c.No.is SBININBB101.

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**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**

**MDL's Draft for NON DISCLOSURE AGREEMENT**

(ILLUSTRATIVE FORMAT)

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

THIS NON DISCLOSURE Agreement made at Mumbai, India on this \_\_\_\_\_ day of \_\_\_\_\_ 2017 between **Mazagon Dock Shipbuilders Limited** a company registered under the Companies Act, 1956 and having its registered office at Dockyard Road, Mumbai-400010 (hereinafter referred to as "MDL") and \_\_\_\_\_ a company registered under the Companies Act, 1956 and having its registered office at \_\_\_\_\_ (hereinafter referred to as "\_\_\_\_\_"). MDL and \_\_\_\_\_ shall hereinafter be collectively referred to as "the Parties" and individually as "a Party".

WHEREAS

A\*. MDL has floated a tender and is required to provide certain information to (name of the bidder) to prepare his bid and/or

AA \*\*. The Parties are considering to enter into a \_\_\_\_\_ for which each Party shall provide information ("Disclosing Party") to the other Party ("Receiving Party") which at present is confidential and not in the public domain.

B. The Parties intend that the aforesaid information be kept confidential as between the Parties. The Parties undertake and declare that they shall not divulge, publish or reproduce the same before any party or person except in accordance with the terms of this Agreement.

NOW THEREFORE the Parties agree as follows:

**1.** As used in this Agreement (hereinafter referred to as the "Agreement") the term "Confidential Information" shall mean any technical, confidential, proprietary or trade secret information or data disclosed by the Disclosing Party in connection with the \_\_\_\_\_ to the Receiving Party including without limitation any written or printed documents, specifications for the vessel, plans, general arrangement plans, production schedules, drawings, samples, models, information regarding business operations, financial information, marketing strategies, either in writing or orally or any means of disclosing such Confidential Information that the Disclosing Party may elect to use prior to the execution or during the validity of this Agreement. The Receiving Party agrees that all Confidential Information shall be treated as absolute confidential and the Receiving Party shall not disclose to any person such information otherwise than in terms of this Agreement. The Receiving Party will impose a similar duty of confidentiality on any person to whom the Receiving Party is permitted to transfer such information in accordance with the terms hereof. For the purposes of this Agreement, the term "Receiving Party" shall mean and include its officers, employees, directors, agents, contractors, representatives, affiliated companies, successors and assigns.

**2.** Nothing in this Agreement may be construed as compelling the Disclosing Party to disclose any Confidential Information to the Receiving Party or to enter into any contractual relationships with the Receiving Party.

**3.** Any information or data in whatever form disclosed by the Disclosing Party to the Receiving Party and which (i) is clearly identified as Confidential Information by an appropriate and conspicuous marking or (ii) has been identified as Confidential Information at the time of disclosure shall be subject to the relevant terms and conditions of this Agreement. The Disclosing Party's decision whether any information disclosed by it under this Agreement is confidential or not shall be final and binding on the Receiving Party.

**4.** The Receiving Party hereby covenants that the Confidential Information received from the Disclosing Party shall:

**(a)** Be safely kept by the Receiving Party; the Receiving Party shall protect the Confidential Information with the same degree of care as the Receiving Party uses with its own confidential information in order to prevent its disclosure, copy and / or its use (but in no event less than reasonable care) for purposes other than the Proposal.

**(b)** Be only disclosed to, and used by, those employees or directors who have a need to know.

**(c)** Not be disclosed to a third party except those with a need to know provided they receive such information subject to the same restrictions as are contained in this Agreement.

**(d)** Be used by the Receiving Party directly or indirectly, solely for the purpose of considering, evaluating and effecting the tender/bid/contract.

**5.** The Receiving Party shall promptly upon requests by the Disclosing Party at any time return all copies of the Confidential Information communicated to it hereunder together with all copies and extracts made thereof and shall not retain any copies of the same, in any form whatsoever.

**6.** The Receiving Party shall have no obligations or restrictions with respect to:

- (a)** Information publicly known through no wrongful act of the Receiving Party.
- (b)** Information rightfully disclosed by a third party without breach of this Agreement by the Receiving Party and which can be communicated without restriction.
- (c)** Information which was already known or which was independently developed by the Receiving Party (provided that the Receiving Party can demonstrate the same).
- (d)** Information, the disclosure of which the Disclosing Party authorizes in writing.

**7.** Nothing in this Agreement shall be construed as granting to the Receiving Party any patent, copyright or design license, or rights of use under similar intellectual property rights in respect of the Confidential Information.

**8.** The Receiving Party shall not without prior written consent of the Disclosing Party:

**(a)** Disclose to any person, directly or indirectly:

- i) The fact that the Confidential Information has been made available to the Receiving Party by the Disclosing Party or that the Receiving Party has inspected any portion of the Confidential Information; or
- ii) The fact that any discussion or negotiation is taking place concerning the Proposal; or
- iii) Any of the terms, conditions or other facts with respect to the Proposal, including the status thereof; or

**(b)** Make any private or public announcement or statement concerning or relating to the Proposal.

**09.** The Disclosing Party represents and warrants that save as otherwise notified in writing to the Receiving Party:

**a)** Disclosure of information by it to the Receiving Party does not infringe the rights of any third party nor is it under any restriction with regard to the disclosure of any information, and that where applicable, it has obtained all licenses and consents necessary to enable the lawful disclosure of information by it to the Recipient; and

**b)** It is not aware of any restriction on the use of such information by the Receiving Party, save as provided in this Agreement.

**c)** To the effect that the foregoing representations and warranties shall be deemed to be given at the date of this Agreement and after that date upon and in respect of each disclosure. The Disclosing Party makes no warranty or representation whatsoever as to the accuracy, completeness, suitability or adequacy of any information or as to the results obtained from it and assumes no responsibility in respect of the use of the information by the Receiving Party.

**10.** The Receiving Party shall indemnify and hold harmless the Disclosing Party from and against any action, claim or proceeding and any loss, damage, costs, expenses or liabilities arising out of any such action, claim or proceeding, brought by any third party pursuant to any unauthorized disclosure or use of any information by the Receiving Party, or by any person for whom the Receiving Party is responsible under this Agreement, or pursuant to any breach of any undertaking, warranty or representation contained in this Agreement.

**11.** For the purposes of this Agreement 'Classified Information' shall mean information, documents and material of any kind which the respective Government i.e. Indian Government has given or caused to be given a security classification irrespective of whether the same is transmitted orally, electronically, in writing or by hand. Notwithstanding any other provision of this Agreement:

**a)** Each Party hereto undertakes to follow security procedures prescribed for military purposes with respect to disclosure, receipt, production, use and handling of Classified Information.

**b)** Any Classified Information, disclosed by one Party hereto shall be, whatever the method of disclosure be, identified by the Disclosing Party as Classified Information at the time of disclosure.

**c)** The provisions of this Clause are to remain in full force and effect notwithstanding any termination by expiration or otherwise of this Agreement.

**12.** In the event the Receiving Party is required to disclose Confidential Information under any provision of law or upon an action, subpoena or order of a court of competent jurisdiction or of any requirement of legal process regulation or governmental order, decree, regulation or rule, the Receiving Party will immediately notify the Disclosing Party of its having received a request to so disclose (along with the terms and circumstances thereof), unless otherwise prohibited by law and consult with the Disclosing Party on action or steps to be taken in response to such request.

**13.** This Agreement represents the entirety of the agreement of the Parties relating to the disclosure of the Confidential Information and shall not be waived, amended or assigned by the Receiving Party except by prior written consent of the Disclosing Party. No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.



**14.** This Agreement shall be valid perpetually from the date of its execution between the parties. Notwithstanding the aforesaid, the obligations of Parties in connection with confidentiality under this Agreement shall survive in perpetuity.

**15.** The foregoing constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes and cancels any prior representation, understanding and commitment (whether oral and written) made between the Parties with respect to or in connection with any of the matter of things to which this Agreement applies.

**16.** This Agreement shall be governed by and shall be interpreted in accordance with the laws of India.

**17.** Any dispute arising in connection with or out of the validity, performance or the interpretation of this Agreement shall be finally settled by the competent jurisdiction in Mumbai.

**18.** The Receiving Party acknowledges that any breach of the terms and conditions of this Agreement may cause the Disclosing Party irreparable damage for which recovery of money damages would be inadequate. Therefore, the Receiving Party agrees that the Disclosing Party shall be entitled, in addition to any other remedies available to it, to seek injunctive relief and/or other equitable relief to prevent or restrain any breach by the Receiving Party or its employees/officials, or otherwise to protect its rights, under this Agreement.

**19.** Unless otherwise provided herein, all notices or other communications under or in connection with this Agreement shall be given in writing and may be sent by personal delivery or post or courier or facsimile at the address as specified herein below:

To MDL  
Address:  
Phone No.:  
Fax No. :  
E-mail:

To \_\_\_\_\_  
Address:  
Phone No.:  
Fax:  
E-mail:

Any such notice or other communication will be deemed to be effective if sent by personal delivery, when delivered, if sent by post, 4 (four) days after being deposited in the post and if sent by courier, one day after being deposited with the courier, and if sent by facsimile, when sent (on receipt of a confirmation to the correct facsimile number). IN WITNESS WHEREOF, this Agreement is executed by authorized representatives of both the Parties in two (2) originals.

Signed by the within named  
MDL \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signed by the within named

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

In the presence of

In the presence of

**Note:** The above Agreement is to be drawn up by the contractor on non-judicial stamped paper of value Rs.500/-, if it executed in Maharashtra. However, for other places stamp duty is to be levied as per Stamp Act of respective States.

\* - A: Pre-submission of Bid

\*\* - AA: Post Entering of Contract

**LIST IF 1ST CLASS BANKS FROM SBI revised.**

**Nationalized Banks/Public Sector Bank**

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

**List of Private Banks**

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

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

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

GEM BID No: GEM/2024/B/4945220

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

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

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

GEM BID No: GEM/2024/B/4945220

| TEF<br>CLAUSE<br>No. | BIDDER'S<br>REMARK | TEF<br>CLAUSE<br>No. | BIDDER'S<br>REMARK | TEF<br>CLAUSE<br>No. | BIDDER'S<br>REMARK |
|----------------------|--------------------|----------------------|--------------------|----------------------|--------------------|
|                      | ACC/DEV            |                      | ACC/DEV            |                      | ACC/DEV            |
| 1.                   |                    | 2.                   |                    | 3.                   |                    |
| 4.                   |                    | 5.                   |                    | 6.                   |                    |
| 7.                   |                    | 8.                   |                    | 9.                   |                    |
| 10.                  |                    | 11.                  |                    | 12.                  |                    |
| 13.                  |                    | 14.                  |                    | 15.                  |                    |
| 16.                  |                    | 17.                  |                    | 18.                  |                    |
| 19.                  |                    | 20.                  |                    |                      |                    |

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.
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-----  
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**INTEGRITY PACT**

(On Company Letterhead)

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

**Preamble**

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

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

**Section 1 - Commitments of the Principal/Buyer:**

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

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

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

- f) The Bidder (s)/Contractor(s), their agents, representatives shall not do such things so as to interfere with the procedures laid down in the Principal/Buyer's Purchase Manual containing the Standard Terms and Conditions (STAC) and General Terms and Conditions (GT&C) in respect of procurement contracts for goods, services and civil works.
  - g) The Bidder commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- (2) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

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

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

### **Section 4 – Sanctions for Violation:**

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

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

#### **Section 5 :-**

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

#### **Section 6 - Previous Transgression:**

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

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

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

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

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

#### **Section 9 - Independent External Monitor/Monitors:**

- (1) The Principal/Buyer appoints competent and credible independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairman & Managing Director of the Principal/Buyer.

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

**Section 10 - Pact Duration:**

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

**Section 11 - Other provisions:**

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

**Section 12 – Fall Clause:**

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

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For & on behalf of  
MAZAGON DOCK Shipbuilders LIMITED

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for & on behalf of  
Bidder/Contractor

(Office Seal)

(Office Seal)



Place \_\_\_\_\_

Date \_\_\_\_\_

Witness 1:

(Name & Address)

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Witness 2:

(Name & Address)

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