



Bid Document/ बिड दस्तावेज़

Bid Details/बिंड विवरण				
Bid End Date/Time/बिड बंद होने की तारीख/समय	27-05-2024 14:00:00 27-05-2024 14:30:00 30 (Days)			
Bid Opening Date/Time/बिड खुलने की तारीख/समय				
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)				
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	74			
ltem Category/मद केटेगरी	HE46 Type10 Deck head , HE47 Type10 Deck head , HE48 Type10 Deck head , Valve Control Manifold VCMHE46 , Valve Control Manifold VCMHE47 , Valve Control Manifold VCMHE48 , Electrical Control Panel ECPHE46 , Electrical Control Panel ECPHE47 , Electrical Control Panel ECPHE48 , Honeycomb Filter 350x250 , Services of Engineers for Installation , Services of Engineers for Designing , Repair of AOQC Valve fo Diameter 600 mm			
BOQ Title/बीओक्यू शीर्षक	As per Tender			
MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट	No No			
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट				
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC) *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			
Bid to RA enabled/बिंड से रिवर्स नीलामी सक्रिय किया	No			
ITC available to buyer/क्रेता के लिए उपलब्ध आईटीसी	Yes			
Type of Bid/बिंड का प्रकार	Single Packet Bid			
Primary product category	HE46 Type10 Deck head			

Bid Details/बिड विवरण		
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	2 Days	
Inspection Required (By Empanelled Inspection Authority / Agencies preregistered with GeM)	No	
Payment Timelines	Payments shall be made to the Seller within 15 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)	
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation	

EMD Detail/ईएमडी विवरण

Required/आवश्यकता	No	

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).	57	

(a). 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:

Manager

Mumbai, Department of Defence Production, Mazagon Dock Shipbuilders Limited, Ministry of Defence (Sagar Udaramji Shende)

Splitting/विभाजन

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

MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	No
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Details of the Competent Authority for MSE

Name of Competent Authority	Satish Chandra

Designation of Competent Authority	PE (Commercial-P17A)	
Office / Department / Division of Competent Authority	Commercial-P17A	
CA Approval Number	MDL/P17A_COMM/DRAFT TENDER/2024/17	
Competent Authority Approval Date	15-05-2024	
Brief Description of the Approval Granted by Competent Authority	Maximum Percentage of Bid Quantity for MSE Purchase Preference = 100%	

Competent Authority Approval for not opting Micro and Small Enterprises Preference : <u>View Document</u>

MII Purchase Preference/एमआईआई खरीद वरीयता

MII Purchase Preference/एमआईआई खरीद वरीयता	No
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Details of the Competent Authority for MII

Name of Competent Authority	Mr. Satish Chandra		Mr. Satish Chandra	
Designation of Competent Authority	PE (Commercial-P17A)			
Office / Department / Division of Competent Authority	Commercial-P17A			
CA Approval Number	MDL/P17A_COMM/DRAFT TENDER/2024/17			
Competent Authority Approval Date	15-05-2024			
Brief Description of the Approval Granted by Competent Authority	Maximum Percentage of Bid Quantity for MII Purchase Preference = 100%			

Competent Authority Approval for not opting Make In India Preference : View Document

1. 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.

HE46 Type10 Deck Head

Technical Specifications/तकनीकी विशिष्टियाँ

Spec	cification Document	<u>View File</u>
BOQ	Detail Document	<u>View File</u>

ITC on GST/जीएसटी पर इनपुट कर क्रेडिट	ITC on GST Cess/जीएसटी उपकर कर क्रेडिट		
100%	NA		

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र. सं.	Consignee Reporting/Officer/प रेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	*****	*********Mumbai	1	30

HE47 Type10 Deck Head

Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document	<u>View File</u>
BOQ Detail Document	<u>View File</u>

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

Input Tax Credit(ITC)/इनपुट कर क्रेडिट(आईटीसी) and/ तथा Reverse Charge(RCM)/रिवर्स प्रभार (आरसीएम) Details

ITC on GST/जीएसटी पर इनपुट कर क्रेडिट	ITC on GST Cess/जीएसटी उपकर कर क्रेडिट
100%	NA

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र. सं.	Consignee Reporting/Officer/प रेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	*****	********Mumbai	1	30

HE48 Type10 Deck Head

Technical Specifications/तकनीकी विशिष्टियाँ

5	Specification Document	<u>View File</u>
E	30Q Detail Document	<u>View File</u>

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

Input Tax Credit(ITC)/इनपुट कर क्रेडिट(आईटीसी) and/ तथा Reverse Charge(RCM)/रिवर्स प्रभार (आरसीएम) Details

ITC on GST/जीएसटी पर इनपुट कर क्रेडिट	ITC on GST Cess/जीएसटी उपकर कर क्रेडिट
100%	NA

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र. सं.	Consignee Reporting/Officer/प रेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	*****	*********Mumbai	1	30

Valve Control Manifold VCMHE46

Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document	View File
BOQ Detail Document	View File

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

ITC on GST/जीएसटी पर इनपुट कर क्रेडिट ITC on GST Cess/जीएसटी उपकर कर क्रेडिट
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ITC on GST/जीएसटी पर इनपुट कर क्रेडिट	ITC on GST Cess/जीएसटी उपकर कर क्रेडिट
100%	NA

S.No./क्र. सं.	Consignee Reporting/Officer/प रेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	*****	**********Mumbai	1	30

Valve Control Manifold VCMHE47

Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document	View File
BOQ Detail Document	<u>View File</u>

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

Input Tax Credit(ITC)/इनपुट कर क्रेडिट(आईटीसी) and/ तथा Reverse Charge(RCM)/रिवर्स प्रभार (आरसीएम) Details

ITC on GST/जीएसटी पर इनपुट कर क्रेडिट	ITC on GST Cess/जीएसटी उपकर कर क्रेडिट
100%	NA

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र. सं.	Consignee Reporting/Officer/प रेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	*****	********Mumbai	1	30

Valve Control Manifold VCMHE48

Technical Specifications/तकनीकी विशिष्टियाँ

Specific	cation Document	<u>View File</u>
BOQ De	etail Document	<u>View File</u>

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Input Tax Credit(ITC)/इनपुट कर क्रेडिट(आईटीसी) and/ तथा Reverse Charge(RCM)/रिवर्स प्रभार (आरसीएम) Details

ITC on GST/जीएसटी पर इनपुट कर क्रेडिट	ITC on GST Cess/जीएसटी उपकर कर क्रेडिट
100%	NA

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र. सं.	Consignee Reporting/Officer/प रेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	*****	********Mumbai	1	30

Electrical Control Panel ECPHE46

Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document	View File
BOQ Detail Document	View File

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

ITC on GST/जीएसटी पर इनपुट कर क्रेडिट	ITC on GST Cess/जीएसटी उपकर कर क्रेडिट	
100%	NA	

S.No./क्र. सं.	Consignee Reporting/Officer/प रेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	******	*********Mumbai	1	30

Electrical Control Panel ECPHE47

Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document	View File
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Input Tax Credit(ITC)/इनपुट कर क्रेडिट(आईटीसी) and/ तथा Reverse Charge(RCM)/रिवर्स प्रभार (आरसीएम) Details

ITC on GST/जीएसटी पर इनपुट कर क्रेडिट	ITC on GST Cess/जीएसटी उपकर कर क्रेडिट
100%	NA

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र. सं.	Consignee Reporting/Officer/प रेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	*****	*********Mumbai	1	30

Electrical Control Panel ECPHE48

Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document	View File
BOQ Detail Document	<u>View File</u>

ITC on GST/जीएसटी पर इनपुट कर क्रेडिट	ITC on GST Cess/जीएसटी उपकर कर क्रेडिट	
100%	NA	

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र. सं.	Consignee Reporting/Officer/प रेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	*****	**********Mumbai	1	30

Honeycomb Filter 350x250

Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document	View File
BOQ Detail Document	<u>View File</u>

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Input Tax Credit(ITC)/इनपुट कर क्रेडिट(आईटीसी) and/ तथा Reverse Charge(RCM)/रिवर्स प्रभार (आरसीएम) Details

ITC on GST/जीएसटी पर इनपुट कर क्रेडिट	ITC on GST Cess/जीएसटी उपकर कर क्रेडिट
100%	NA

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र. सं.	Consignee Reporting/Officer/प रेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	*****	*********Mumbai	6	30

Services Of Engineers For Installation

Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document	View File
BOQ Detail Document	View File

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Input Tax Credit(ITC)/इनपुट कर क्रेडिट(आईटीसी) and/ तथा Reverse Charge(RCM)/रिवर्स प्रभार (आरसीएम) Details

ITC on GST/जीएसटी पर इनपुट कर क्रेडिट	ITC on GST Cess/जीएसटी उपकर कर क्रेडिट
100%	NA

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र. सं.	Consignee Reporting/Officer/प रेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	*****	*********Mumbai	3	30

Services Of Engineers For Designing

Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document	<u>View File</u>
BOQ Detail Document	<u>View File</u>

ITC on GST/जीएसटी पर इनपुट कर क्रेडिट	ITC on GST Cess/जीएसटी उपकर कर क्रेडिट	
100%	NA	

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र. सं.	Consignee Reporting/Officer/प रेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	*****	********Mumbai	1	30

HE46 Type10 Deck Head

Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document	View File
BOQ Detail Document	View File

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Input Tax Credit(ITC)/इनपुट कर क्रेडिट(आईटीसी) and/ तथा Reverse Charge(RCM)/रिवर्स प्रभार (आरसीएम) Details

ITC on GST/जीएसटी पर इनपुट कर क्रेडिट	ITC on GST Cess/जीएसटी उपकर कर क्रेडिट
100%	NA

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र. सं.	Consignee Reporting/Officer/प रेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	*****	*********Mumbai	1	150

HE47 Type10 Deck Head

Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document	<u>View File</u>
BOQ Detail Document	View File

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Input Tax Credit(ITC)/इनपुट कर क्रेडिट(आईटीसी) and/ तथा Reverse Charge(RCM)/रिवर्स प्रभार (आरसीएम) Details

ITC on GST/जीएसटी पर इनपुट कर क्रेडिट	ITC on GST Cess/जीएसटी उपकर कर क्रेडिट	
100%	NA	

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र. सं.	Consignee Reporting/Officer/प रेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	*****	**********Mumbai	1	150

HE48 Type10 Deck Head

Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document	View File
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ITC on GST/जीएसटी पर इनपुट कर क्रेडिट	ITC on GST Cess/जीएसटी उपकर कर क्रेडिट

ITC on GST/जीएसटी पर इनपुट कर क्रेडिट	ITC on GST Cess/जीएसटी उपकर कर क्रेडिट	
100%	NA	

S.No./क्र. सं.	Consignee Reporting/Officer/प रेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	*****	*********Mumbai	1	150

Valve Control Manifold VCMHE46

Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document	View File
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Input Tax Credit(ITC)/इनपुट कर क्रेडिट(आईटीसी) and/ तथा Reverse Charge(RCM)/रिवर्स प्रभार (आरसीएम) Details

ITC on GST/जीएसटी पर इनपुट कर क्रेडिट	ITC on GST Cess/जीएसटी उपकर कर क्रेडिट	
100%	NA	

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र. सं.	Consignee Reporting/Officer/प रेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	*****	********Mumbai	1	150

Valve Control Manifold VCMHE47

Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document	<u>View File</u>
BOQ Detail Document	<u>View File</u>

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Input Tax Credit(ITC)/इनपुट कर क्रेडिट(आईटीसी) and/ तथा Reverse Charge(RCM)/रिवर्स प्रभार (आरसीएम) Details

ITC on GST/जीएसटी पर इनपुट कर क्रेडिट	ITC on GST Cess/जीएसटी उपकर कर क्रेडिट
100%	NA

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र. सं.	Consignee Reporting/Officer/प रेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	*****	*********Mumbai	1	150

Valve Control Manifold VCMHE48

Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document	View File
BOQ Detail Document	View File

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

ITC on GST/जीएसटी पर इनपुट कर क्रेडिट	ITC on GST Cess/जीएसटी उपकर कर क्रेडिट	
100%	NA	

S.No./क्र. सं.	Consignee Reporting/Officer/प रेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	******	*********Mumbai	1	150

Electrical Control Panel ECPHE46

Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document	View File
BOQ Detail Document	View File

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

Input Tax Credit(ITC)/इनपुट कर क्रेडिट(आईटीसी) and/ तथा Reverse Charge(RCM)/रिवर्स प्रभार (आरसीएम) Details

ITC on GST/जीएसटी पर इनपुट कर क्रेडिट	ITC on GST Cess/जीएसटी उपकर कर क्रेडिट
100%	NA

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र. सं.	Consignee Reporting/Officer/प रेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	*****	**********Mumbai	1	150

Electrical Control Panel ECPHE47

Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document	View File
BOQ Detail Document	<u>View File</u>

ITC on GST/जीएसटी पर इनपुट कर क्रेडिट	ITC on GST Cess/जीएसटी उपकर कर क्रेडिट
100%	NA

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र. सं.	Consignee Reporting/Officer/प रेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	*****	**********Mumbai	1	150

Electrical Control Panel ECPHE48

Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document	View File
BOQ Detail Document	View File

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

Input Tax Credit(ITC)/इनपुट कर क्रेडिट(आईटीसी) and/ तथा Reverse Charge(RCM)/रिवर्स प्रभार (आरसीएम) Details

ITC on GST/जीएसटी पर इनपुट कर क्रेडिट	ITC on GST Cess/जीएसटी उपकर कर क्रेडिट	
100%	NA	

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र. सं.	Consignee Reporting/Officer/प रेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	*****	********Mumbai	1	150

Honeycomb Filter 350x250

Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document	View File
BOQ Detail Document	View File

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

Input Tax Credit(ITC)/इनपुट कर क्रेडिट(आईटीसी) and/ तथा Reverse Charge(RCM)/रिवर्स प्रभार (आरसीएम) Details

ITC on GST/जीएसटी पर इनपुट कर क्रेडिट	ITC on GST Cess/जीएसटी उपकर कर क्रेडिट	
100%	NA	

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र. सं.	Consignee Reporting/Officer/प रेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	*****	*********Mumbai	6	150

Services Of Engineers For Installation

Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document	<u>View File</u>
BOQ Detail Document	<u>View File</u>

ITC on GST/जीएसटी पर इनपुट कर क्रेडिट	ITC on GST Cess/जीएसटी उपकर कर क्रेडिट
100%	NA

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र. सं.	Consignee Reporting/Officer/प रेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	*****	*********Mumbai	3	150

HE46 Type10 Deck Head

Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document	<u>View File</u>
BOQ Detail Document	<u>View File</u>

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

Input Tax Credit(ITC)/इनपुट कर क्रेडिट(आईटीसी) and/ तथा Reverse Charge(RCM)/रिवर्स प्रभार (आरसीएम) Details

ITC on GST/जीएसटी पर इनपुट कर क्रेडिट	ITC on GST Cess/जीएसटी उपकर कर क्रेडिट
100%	NA

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र. सं.	Consignee Reporting/Officer/प रेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	*****	*********Mumbai	1	180

HE47 Type10 Deck Head

Technical Specifications/तकनीकी विशिष्टियाँ

Specific	ation Document	<u>View File</u>
BOQ De	tail Document	<u>View File</u>

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

Input Tax Credit(ITC)/इनपुट कर क्रेडिट(आईटीसी) and/ तथा Reverse Charge(RCM)/रिवर्स प्रभार (आरसीएम) Details

ITC on GST/जीएसटी पर इनपुट कर क्रेडिट	ITC on GST Cess/जीएसटी उपकर कर क्रेडिट		
100%	NA		

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र. सं.	Consignee Reporting/Officer/प रेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	*****	**********Mumbai	1	180

HE48 Type10 Deck Head

Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document	View File
BOQ Detail Document	View File

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

. 3		ITC on GST/जीएसटी पर इनपुट कर क्रेडिट	ITC on GST Cess/जीएसटी उपकर कर क्रेडिट
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ITC on GST/जीएसटी पर इनपुट कर क्रेडिट		ITC on GST Cess/जीएसटी उपकर कर क्रेडिट		
	100%	NA		

S.No./क्र. सं.	Consignee Reporting/Officer/प रेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	*****	*********Mumbai	1	180

Valve Control Manifold VCMHE46

Technical Specifications/तकनीकी विशिष्टियाँ

[Specification Document	<u>View File</u>
	BOQ Detail Document	<u>View File</u>

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

Input Tax Credit(ITC)/इनपुट कर क्रेडिट(आईटीसी) and/ तथा Reverse Charge(RCM)/रिवर्स प्रभार (आरसीएम) Details

ITC on GST/जीएसटी पर इनपुट कर क्रेडिट	ITC on GST Cess/जीएसटी उपकर कर क्रेडिट		
100%	NA		

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र. सं.	Consignee Reporting/Officer/प रेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	*****	********Mumbai	1	180

Valve Control Manifold VCMHE47

Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document	View File
BOQ Detail Document	<u>View File</u>

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

Input Tax Credit(ITC)/इनपुट कर क्रेडिट(आईटीसी) and/ तथा Reverse Charge(RCM)/रिवर्स प्रभार (आरसीएम) Details

ITC on GST/जीएसटी पर इनपुट कर क्रेडिट	ITC on GST Cess/जीएसटी उपकर कर क्रेडिट		
100%	NA		

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र. सं.	Consignee Reporting/Officer/प रेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	*****	********Mumbai	1	180

Valve Control Manifold VCMHE48

Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document	View File
BOQ Detail Document	View File

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

ITC on GST/जीएसटी पर इनपुट कर क्रेडिट	ITC on GST Cess/जीएसटी उपकर कर क्रेडिट	
100%	NA	

S.No./क्र. सं.	Consignee Reporting/Officer/प रेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	******	**********Mumbai	1	180

Electrical Control Panel ECPHE46

Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document	View File
30Q Detail Document	<u>View File</u>

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

Input Tax Credit(ITC)/इनपुट कर क्रेडिट(आईटीसी) and/ तथा Reverse Charge(RCM)/रिवर्स प्रभार (आरसीएम) Details

ITC on GST/जीएसटी पर इनपुट कर क्रेडिट	ITC on GST Cess/जीएसटी उपकर कर क्रेडिट		
100%	NA		

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र. सं.	Consignee Reporting/Officer/प रेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	*****	*********Mumbai	1	180

Electrical Control Panel ECPHE47

Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document	View File
BOQ Detail Document	View File

ITC on GST/जीएसटी पर इनपुट कर क्रेडिट	ITC on GST Cess/जीएसटी उपकर कर क्रेडिट		
100%	NA		

Consignees/Reporting Officer/परेषिती ⁄रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र. सं.	Consignee Reporting/Officer/प रेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	*****	*********Mumbai	1	180

Electrical Control Panel ECPHE48

Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document	<u>View File</u>
BOQ Detail Document	View File

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

Input Tax Credit(ITC)/इनपुट कर क्रेडिट(आईटीसी) and/ तथा Reverse Charge(RCM)/रिवर्स प्रभार (आरसीएम) Details

ITC on GST/जीएसटी पर इनपुट कर क्रेडिट	ITC on GST Cess/जीएसटी उपकर कर क्रेडिट		
100%	NA		

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र. सं.	Consignee Reporting/Officer/प रेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	*****	*********Mumbai	1	180

Honeycomb Filter 350x250

Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document	View File
BOQ Detail Document	<u>View File</u>

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

Input Tax Credit(ITC)/इनपुट कर क्रेडिट(आईटीसी) and/ तथा Reverse Charge(RCM)/रिवर्स प्रभार (आरसीएम) Details

ITC on GST/जीएसटी पर इनपुट कर क्रेडिट	ITC on GST Cess/जीएसटी उपकर कर क्रेडिट	
100%	NA	

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र. सं.	Consignee Reporting/Officer/प रेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	*****	********Mumbai	6	180

Services Of Engineers For Installation

Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document	<u>View File</u>
BOQ Detail Document	<u>View File</u>

ITC on GST/जीएसटी पर इनपुट कर क्रेडिट	ITC on GST Cess/जीएसटी उपकर कर क्रेडिट	
100%	NA	

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र. सं.	Consignee Reporting/Officer/प रेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	*****	********Mumbai	3	180

HE46 Type10 Deck Head

Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document	<u>View File</u>
BOQ Detail Document	View File

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

Input Tax Credit(ITC)/इनपुट कर क्रेडिट(आईटीसी) and/ तथा Reverse Charge(RCM)/रिवर्स प्रभार (आरसीएम) Details

ITC on GST/जीएसटी पर इनपुट कर क्रेडिट	ITC on GST Cess/जीएसटी उपकर कर क्रेडिट	
100%	NA	

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र. सं.	Consignee Reporting/Officer/प रेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	*****	********Mumbai	1	210

HE47 Type10 Deck Head

Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document	<u>View File</u>
BOQ Detail Document	<u>View File</u>

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

Input Tax Credit(ITC)/इनपुट कर क्रेडिट(आईटीसी) and/ तथा Reverse Charge(RCM)/रिवर्स प्रभार (आरसीएम) Details

ITC on GST/जीएसटी पर इनपुट कर क्रेडिट	ITC on GST Cess/जीएसटी उपकर कर क्रेडिट	
100%	NA	

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र. सं.	Consignee Reporting/Officer/प रेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	*****	*********Mumbai	1	210

HE48 Type10 Deck Head

Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document	View File
BOQ Detail Document	<u>View File</u>

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

	ITC on GST/जीएसटी पर इनपुट कर क्रेडिट	ITC on GST Cess/जीएसटी उपकर कर क्रेडिट
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ITC on GST/जीएसटी पर इनपुट कर क्रेडिट	ITC on GST Cess/जीएसटी उपकर कर क्रेडिट	
100%	NA	

S.No./क्र. सं.	Consignee Reporting/Officer/प रेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	*****	*********Mumbai	1	210

Valve Control Manifold VCMHE46

Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document	View File
BOQ Detail Document	View File

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

Input Tax Credit(ITC)/इनपुट कर क्रेडिट(आईटीसी) and/ तथा Reverse Charge(RCM)/रिवर्स प्रभार (आरसीएम) Details

ITC on GST/जीएसटी पर इनपुट कर क्रेडिट	ITC on GST Cess/जीएसटी उपकर कर क्रेडिट
100%	NA

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र. सं.	Consignee Reporting/Officer/प रेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	*****	*********Mumbai	1	210

Valve Control Manifold VCMHE47

Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document	<u>View File</u>
BOQ Detail Document	View File

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

Input Tax Credit(ITC)/इनपुट कर क्रेडिट(आईटीसी) and/ तथा Reverse Charge(RCM)/रिवर्स प्रभार (आरसीएम) Details

ITC on GST/जीएसटी पर इनपुट कर क्रेडिट		ITC on GST Cess/जीएसटी उपकर कर क्रेडिट	
	100%	NA	

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र. सं.	Consignee Reporting/Officer/प रेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	*****	*********Mumbai	1	210

Valve Control Manifold VCMHE48

Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document	View File
BOQ Detail Document	View File

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

ITC on GST/जीएसटी पर इनपुट कर क्रेडिट	ITC on GST Cess/जीएसटी उपकर कर क्रेडिट	
100%	NA	

S.No./क्र. सं.	Consignee Reporting/Officer/प रेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	******	*********Mumbai	1	210

Electrical Control Panel ECPHE46

Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document	View File
BOQ Detail Document	View File

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

Input Tax Credit(ITC)/इनपुट कर क्रेडिट(आईटीसी) and/ तथा Reverse Charge(RCM)/रिवर्स प्रभार (आरसीएम) Details

ITC on GST/जीएसटी पर इनपुट कर क्रेडिट	ITC on GST Cess/जीएसटी उपकर कर क्रेडिट
100%	NA

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र. सं.	Consignee Reporting/Officer/प रेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	*****	*********Mumbai	1	210

Electrical Control Panel ECPHE47

Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document	View File
BOQ Detail Document	<u>View File</u>

ITC on GST/जीएसटी पर इनपुट कर क्रेडिट	ITC on GST Cess/जीएसटी उपकर कर क्रेडिट	
100%	NA	

Consignees/Reporting Officer/परेषिती ⁄रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र. सं.	Consignee Reporting/Officer/प रेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	*****	**********Mumbai	1	210

Electrical Control Panel ECPHE48

Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document	View File
BOQ Detail Document	<u>View File</u>

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

Input Tax Credit(ITC)/इनपुट कर क्रेडिट(आईटीसी) and/ तथा Reverse Charge(RCM)/रिवर्स प्रभार (आरसीएम) Details

ITC on GST/जीएसटी पर इनपुट कर क्रेडिट	ITC on GST Cess/जीएसटी उपकर कर क्रेडिट
100%	NA

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र. सं.	Consignee Reporting/Officer/प रेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	*****	********Mumbai	1	210

Honeycomb Filter 350x250

Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document	View File
BOQ Detail Document	<u>View File</u>

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

Input Tax Credit(ITC)/इनपुट कर क्रेडिट(आईटीसी) and/ तथा Reverse Charge(RCM)/रिवर्स प्रभार (आरसीएम) Details

ITC on GST/जीएसटी पर इनपुट कर क्रेडिट	ITC on GST Cess/जीएसटी उपकर कर क्रेडिट
100%	NA

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र. सं.	Consignee Reporting/Officer/प रेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	*****	*********Mumbai	6	210

Services Of Engineers For Installation

Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document	<u>View File</u>
BOQ Detail Document	<u>View File</u>

ITC on GST/जीएसटी पर इनपुट कर क्रेडिट	ITC on GST Cess/जीएसटी उपकर कर क्रेडिट	
100%	NA	

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र. सं.	Consignee Reporting/Officer/प रेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	*****	*********Mumbai	3	210

Repair Of AOQC Valve For Diameter 600 Mm

Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document	<u>View File</u>
BOQ Detail Document	<u>View File</u>

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

Input Tax Credit(ITC)/इनपुट कर क्रेडिट(आईटीसी) and/ तथा Reverse Charge(RCM)/रिवर्स प्रभार (आरसीएम) Details

ITC on GST/जीएसटी पर इनपुट कर क्रेडिट	ITC on GST Cess/जीएसटी उपकर कर क्रेडिट
100%	NA

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र. सं.	Consignee Reporting/Officer/प रेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	*****	*********Mumbai	1	56

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

1. 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 %.

2. 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.

3. Forms of EMD and PBG

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

Mazagon Dock Shipbuilders Ltd Account No. 11079519138 IFSC Code SBIN0006070 Bank Name STATE BANK OF INDIA

Branch address

STATE BANK OF INDIA. COMMERCIAL BRANCH. FORT MUMBAI-400023

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.

4. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

ADDITIONAL TERMS AND CONDITIONS (ATC)

- 1. This tender is single nominated Tender. Bidder who have received intimation from MDL (P 17A-Commercial) for this tender is only allowed to submit their bid. All other bids, if any eceived from other than single nominated bidder will be summarily/categorically rejected.
- 2. **DESCRIPTION & SCOPE OF SUPPLY**: Supply of Additional HEs for Cooling of MF Star Area of P17A s per attached BOQ.
- 3. **Pricing:** Prices of all items/services listed in the price sheet format of the tender enquiry for delivery of the items at MDL Anik Store.
- 4. **Prices:** Prices shall be quoted for each line item of BoQ on all-inclusive basis as per terms and condit ons of this tender as applicable for door delivery to MDL Stores. Quoted prices shall remain firm & fix ed during currency of contract.

5. **Delivery schedule**: The delivery schedule as under:

Yard No	Delivery Period	
Yard 12651 (Item Sr no 1 to 12)	1 Month from Purchase Order Date	
Yard 12652 (Item Sr no 13 to 23)	5 Months from Purchase Order Date	

Yard 12653 (Item Sr no 24 to 34)	6 Months from Purchase Order Date
Yard 12654 (Item Sr no 35 to 45)	7 Months from Purchase Order Date
Yard 12651 (Item Sr no 46)	2 Months from Purchase Order Date

Note: Bidder has to submit the QAP and same will be approved by MDL. The above indicated deliver period is inclusive of QAP submission & approval period. The QAP to be submitted within 5 days form order placement date and QAP approval period within 5 days from the date of submission of QAP (i.e. Within 10 days from order placement date)

6. **Consignee**:

- (a) Material scheduled for delivery are to be delivered at MDL Store at Anik Chembur yard.

 Note:-In order to avoid inconvenience during the delivery of material, it is advisable for supplier o depute their representative in their own interest to coordinate the activities between the transporter, and MDL stores.
- (b) Following document should be submitted along with material:
 - PO copy & subsequent amendments issued to it, if any.
 - · Delivery Challans clearly indicating MDL Purchase Order No
 - · Packing List co-relating the items in the inspection report.
 - · Copy of Warranty Certificate etc.
 - · E-Way bill details are to be submitted during the delivery of the items.
- (c) Unloading of the equipment/ items will be arranged by MDL. In case of delivery of Large/ Bulky/ I eavy consignments, supplier is required to give 2 to 4 day's advance intimation to MDL clearly in icating approx. dimensions and weight of consignments for arranging fork lift/crane for unloading

7. Work Done Certificate (WDC) / Completion Certificate (WCC):

- (a) Work Completion certificate (WCC) shall be issued on Satisfactory completion of respective work with inspection and acceptance reports. Agency responsible to issue WCC shall be IHQ-WDB, Nev Delhi.
- (b) The WDC must clearly mention the mutually agreed completion schedule and actual work done so hedule for start date & end date.
- (c) In case of delays, the duration along with numbers of delayed days shall be specified in respective WDCs to invoke LD clause and effect recoveries from sub contractor's invoice.

8. Payment terms:

- (a) Advance payment is not applicable for this tender.
 - (i) **For Goods:** 95 % of Payment shall be made within 15 days after generation of CRAC OR receipt & acceptance of material/services whichever is early and as reduced by any deductit es and / or the amount leviable towards liquidated damages, if any plus 100% taxes, duties etc. as applicable. The following documents required for certification of payment:
 - a. Suppliers invoice.
 - b. PO copy with amendments if any
 - c. Proof of submission of PBG (Wherever applicable).
 - (ii) **For Services:** 95% Payment for the value of services will be activity basis and after certification from the MDL designated executive in the rank of CM and above. Payment of the value of the services as may be payable and as reduced by any deductibles and / or the amoun leviable towards liquidated damages, if any plus taxes, duties etc as applicable shall be made within 15 days from the date of completion of services. The following documents required for certification of payment:
 - a. Suppliers invoice.
 - b. PO copy with amendments if any
 - c. Proof of submission of PBG (Wherever applicable).
 - d. Work Completion Certificate in the form of SAP Service Entry.
 - (iii) Payment of the balance of the value of the supplies may be payable and as reduced by any

deductibles and / or the amount leviable towards liquidated damages, if any, on submission & confirmation of PBG of equivalent amount valid up to warranty period plus two-month clam period

(b) **Part Payment**: Part Supply/Services, Part Payment is applicable.

Note: Invoices should be submitted at "Receipt Section" adjacent to the ARS Punching Secion, South Yard MDL.

9. **PAYMENT MODE**: All the payments to indigenous bidders due shall be made through Real Time Gross Settlement (RTGS) / National Electronic Fund Transfer (NEFT) by MDL.

10. Issuance of e-Invoice by Vendor:

- i. Vendors, whose aggregate turnover in any preceding financial year from 2017-18 onwards, exceeds Rs. 5 Crores as per GST Act, will have to issue an e-Invoice with a QR code and invoice regist ation no (IRN). However, this rule will not apply to Micro enterprises with Udyam Registration No. (URN) as their turnover is less than Rs 5Cr.
- ii. Whenever GST is applicable, payment will be released against e-Invoice, or Invoice accompanied with vendor's self-declaration that "We do not fall under the category of registered persons notif ed under Rule 48(4) of the central GST Rule 2017 and we are not required to comply with e-invoing provisions under GST Act, as our aggregate turnover in any preceding financial year from 20: 7-18 onward has not exceeded Rs. 5 Cr as per GST Act".

11. LIQUIDATED DAMAGES (LD):

LD clause shall be applicable as per GeM terms &conditions @ 0.5% per week for delay in delivery of material, in addition to that following LD clause shall also be applicable.

- a. LD @ 0.25% per week delay or part there of subject to maximum of 1% of total order value well also be recovered in case of delay in submission of Binding data, Drawings & QAP to the concern authority for approval. However, this LD shall not be applicable in case the ordered items are delivered as per scheduled delivery date. Delay, beyond one month, in submission/approval of BD/QAP attributable to Supplier shall be added to the delay in delivery of equipment for the purpose of calculation of LD.
- b. The initial submission of the Layout drawing, manufacturing drawing & QAP shall be of acceptable quality in the opinion of the concerned approving authority.

Note: LD is applicable with maximum ceiling as per GeM terms and conditions.

12. PERFORMANCE BANK GUARANTEE (PBG):

Bidders shall ensure that the validity of performance security is there as per Guarantee/Warranty recuirement plus two months (60 days). In case any delay in delivery, vendor shall extend the validity of performance security suitably.

13. **Guarantee/warrantee Requirement:**

- (a) The equipment / item along with associated auxiliaries/components supplied shall be warranted / guaranteed for satisfactory Performance for the period of 48 months from date of receipt in MDL or 12 months after planned delivery date of the ship whichever is later.
- (b) The Supplier cannot absolve their responsibility for warranty of material even though it is inspected by & approved by the inspection authorities.
- (c) If the defects are not remedied within a reasonable/stipulated time, MDL may proceed to rectify he defects at the supplier's risk & cost, but without prejudice to MDL's rights under the contract.
- (d) During the period of warranty / guarantee if any defect noticed in the equipment / item supplied, he supplier/ contractor will have to rectify such defects immediately at no extra cost to MDL.
- 14. **INSPECTION**: The Pre-dispatch inspection shall be as per approved QAP (as applicable) by MDL nom nated TPI Agency (IACS Class). Other general conditions related to inspection of material are a

under:

- (a) The decision of the Inspecting Authority or their representatives, as the case may be, on any question of the intent, meaning and the scope of Specifications / Standards shall be final, conclusive and binding on the Bidder/ Supplier / Contractor.
- (b) The Bidder / Supplier / Contractor shall accord all facilities to Purchaser's Inspectors / Nominated Agency to carry out Inspection / Testing during course of manufacture / final testing.
- (c) Bidder shall directly offer for inspection agency through a call letter under intimation to us and nsure readiness of the items offered for inspection on the scheduled date & time.
- (d) The Inspection charges shall be directly paid by MDL to MDL nominated inspection agency. These charges shall not be included in the bidder's quote.
- (e) **Receipt Inspection:** MDL with Warship Overseeing Team (WOT) shall carry out necessary inspection of the items on receipt in the MDL on the basis of appropriate MDL Inspection system requirements & the Inspection documents submitted by suppliers. Any objection raised by MDL inspection team against quality of material or workmanship shall be satisfactorily corrected by the supplier at his expenses including replacement as may be required within shortest possible time within 30 days. Items damaged during transit shall also be rectified or replaced by the supplier within shortest possible time.
- (f) Rejection of the material: Any portion of the equipment found defective/rejected, the supplication shall collect the same at his cost from the MDL Yard, all incidental charges being born by supplication of custom duty, if payable), within 30 days from the date of intimation to the supplication of such rejection. The MDL reserves the rights to dispose-off the rejected item at the end of a total period of 90 days in any manner, to the best advantage to the MDL & recover storage charges & any consequential damages, from sale proceeds of such disposal.

15. **INTEGRITY PACT (IP):**

The Integrity pact essentially envisages the agreement between prospective vendors / bidders & I uyers committing the person/officials of both the parties not to exercise any corrupt influence on a ny aspects of the contract. Only those vendors/bidders who enter into such an integrity pact with he buyer would be competent to participate in the bid. Therefore, non-acceptance and non-submi sion of IP by the vendors/bidders shall be liable to rejection. The format (Enclosure 1) of integrity Pact is enclosed with tender documents. IP shall be submitted on plain paper. The 'Integrity pact' dully filled as per enclosed format to be submitted along with the offer. Bidders to ensure that every page of IP is ink signed with company seal/stamp. The original of the uploaded copy of IP shall orward to MDL.

16. INDEPENDENT EXTERNAL MONITORS (IEM):

For any administrative enquires and clarification on tender, bidders shall contact Commercial Dealing Executive. In case of issues related to Integrity Pact (IP) please contact Independent External Monitor (IEM). The following Independent External Monitors (IEMs) will have the power to access the entire project document and examine any complaints received by him. In case of any change in IEMs it will be informed accordingly.

The contact details of IEMs for MDL:

Shri. P.V.Rao, IRS(Retd.)

Email id: pasupuletirao@yahoo.co.in

- 17. Indemnification: The Bidder / Supplier / Contractor, his employees, licensees, agents or Sub-Supplier / Subcontractor, while on site of the Purchaser for the purpose of this contract, indemnifies the Purchaser against direct damage and/or injury to the property and/or the person of the Purchaser or that of Purchaser's employees, agents, Sub-Contractors / Suppliers occurring and to the extent coused by the negligence of the Bidder / Supplier / Contractor, his employees, licensees, agents or Subcontractor by making good such damages to the property, or compensating personal injury and he total liability for such damages or injury shall be as mutually discussed and agreed to.
- 18. Purchaser's Property: All property (such as materials, drawings, documents etc) issued by the

urchaser or any other individual or firm on behalf of the Purchaser in connection with the contract hall remain confidential, being the property of the Purchaser and the Bidder/Supplier/Contractor sl all undertake to return all such property so issued and will be responsible for any or all loss thereo and damage thereto resulting from whatever causes and shall reimburse the Purchaser the full an ount of loss and damage.

19. Other terms & conditions:

Offer of the bidders who are debarred by MDL or issued tender holiday by MDL shall be categorical rejected.

20. **Contact details**: In case of any clarifications regarding specification, bidders are requested to contact the following person, before the closing date of the tender.

Department	Name of Executives	Contact No	Email
	Mr CGK Rao PE(D-P17A)	022 2376 3035	gkrao@mazdock.com
Technical	Mr. B Mohamed Asraff CM (SB- Design Outfit.)	022 2376 3062	bmasraff@mazdock.com
Commercial	Mr. Satish Chandra, CM/PE(C-P 17A)	022 2376 2747	schandra@mazdock.com
	Mr. Sagar Shende, M (C-P17A)	022 2376 2750	sushende@mazdock.com

Note:

- 1. Bidder not accepting, complying with the all tender terms and conditions as well as not filling requisite formats in line with tender will fall under liable for rejection.
- 2. Firm has to submit the contact details like E-mail address, Name of the person, Phone number fo further communications.

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INTEGRITY PACT

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

Preamble

Section 1 - Commitments of the Principal/Buyer:

<u> </u>		ininitinents of the Finicipal/buyer.
(1)	The Principal/Buyer commits itself to take all measures necessary to prevent corruption a	
	nd 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 pro
		mise for or accept, for self or third person, any material or immaterial benefit whic
		h the person is not legally entitled to.
	b)	The Principal/Buyer will during the tender process treat all Bidder(s) with equity an
		d reason. The Principal/Buyer will in particular, before and during the tender proce
		ss, 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 a
		dvantage in relation to the tender process or the contract execution.
	c)	The Principal/Buyer will exclude from the process all known prejudiced persons.
	d)	The Principal/Buyer undertakes to scrupulously follow the tender containing Standa
		rd Terms & Conditions (STAC) and General Terms & Conditions (GT&C) in respect o
		f procurement contracts for goods, services and civil works.
(2)	If the Principal/Buyer obtains information on the conduct of any of its employees which is	
	a criminal offence under the relevant Anti Corruption Laws of India, or if there be a substa	
	ntive	suspicion in this regard, the Principal/Buyer will inform the Chief Vigilance Officer, M
	DL and in addition can initiate disciplinary actions.	

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

(1)	The B	idder(s)/Contractor(s) commit himself to take all measures necessary to prevent	
(1)			
		corruption. He commits himself to observe the following principles during his participatio	
	n in th	ne 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 ten	
		der 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 exchang	
		e any advantage or any kind whatsoever during the tender process or during the	
		execution of the contract.	
	1.		
	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 contra	
		cts, submission or non submission of bids or any other actions to restrict competit	
		iveness or to introduce cartelization in the bidding process.	
	c)	The Bidder(s)/Contractor(s) will not commit any offence under the relevant Anti C	
		orruption 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 informatio	
		n or document provided by the Principal/Buyer as part of the business relationshi	
		p, regarding plans, technical proposals and business details, including information	
		contained or transmitted electronically.	
		Contained of Gallstilled 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/representati ve have to be in Indian Rupees only. Further details as mentioned in the "Guidelin es of Indian Agents of Foreign suppliers" shall be disclosed by the Bidders(s)/Cont ractor(s). Copy of the "Guidelines on Indian Agents of Foreign Suppliers" as anne xed and marked as Annexure-A.
	e)	The Bidder(s)/Contractor(s) will when presenting his bid, disclose any and all pay ments 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 thing s so as to interfere with the procedures laid down in the Principal/Buyer's tender c ontaining the Standard Terms and Conditions (STAC) and General Terms and Conditions (GT&C) in respect of procurement contracts for goods, services and civil w orks.
	g)	The Bidder commits to refrain from giving any complaint directly or through any o ther manner without supporting it with full and verifiable facts.
(2)		dder(s)/Contractor(s) will not instigate third persons to commit offences outlines ab 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 c ommitted a transgression through a violation of Section 2, above or in any other form suc h as to put his reliability or credibility as Bidder(s) in question, the Principal/Buyer is entitl ed to disqualify the Bidder(s)/Contractor(s) from the tender process or to terminate the c ontract, if already signed for such reason, as per the procedure mentioned in the "Guideli nes on Banning of business dealings" Copy of the "Guidelines on Banning of business dea lings" is annexed and marked as Annexure-B. 1) If the Bidder(s)/Contractor(s) has committed a transgression through a violation of Section n 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 im position and duration of the exclusion will be determined by the severity of the transgress ion. The severity will be determined by the circumstances of the case, in particular the n umber 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 mini mum of six months and maximum of five years, which may be further extended at the di scretion of the Principal/Buyer. 2) A transgression is considered to have occurred, if the Principal/Buyer after due considerat ion 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 absolu te right to resort to and impose such exclusion and further accepts and undertakes not to challenge or guestion such exclusion on any ground, including the lack of any hearing bef ore 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 cause d by him and has installed a suitable corruption prevention system, the Principal/Buyer m ay revoke the exclusion prematurely.

Section 4 - Sanctions for Violation

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(1)	g on of an ed in or an	breach of the aforesaid provisions by the Bidder or any one employed by him or acting his behalf (whether with or without the knowledge of the Bidder) or the commission by offence by the Bidder or any one employed by him or acting on his behalf, as defing Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act 1988 by other Act enacted for the prevention of corruption shall entitle the Principal/Buyer act 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 othe r Bidder (s) would continue.
	b)	The Earnest Money Deposit/Security Deposit/Performance Bond shall stand forfeite d 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 compens ation 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 cas e of a Bidder from a country other than India with interest thereon at 2% higher th an the LIBOR. If any outstanding payment is due to the Bidder from the Buyer in c onnection 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 en-cash 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 Princip al/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 B idder, either directly or indirectly, is closely related to any of the officers of the Bu yer, or alternatively, if any close relative of an officer of the Buyer has financial int erest/stake in the Bidder's firm, the same shall be disclosed by the Bidder at the ti me 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 c ontract 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 Inte grity Pact has been committed by the Bidder shall be final and binding on the Bidder, ho wever, the same Bidder can approach the Monitor(s) appointed for the purposes of this P act.	

Section 5	<u> 5 - Inte</u>	grity Pact Bank Guarantee (IPBG): Not Applicable
(1)	-	Bidder, while submitting commercial bid, shall submit an Integrity Pact Bank Guara for an amount of * in favour of the Principal/Buyer in Indian Rupees/Foreign Ccy.
	a)	Guarantee will be from an Indian Nationalized Bank/Scheduled Bank in case of Indigenou s Bidders. For Foreign Bidders, Bank Guarantee shall be from a Bank of International rep ute as updated by SBI from time to time, promising payment of the guaranteed sum to M azagon Dock Shipbuilders Limited (MDL/GRSE/Principal/Buyer), on demand within three working days without any demur whatsoever and without seeking any reasons whatsoev er. The demand for payment by the Principal/ Buyer shall be treated as conclusive proof for payment. A Model Bank Guarantee format is enclosed.
(2)	The Integrity Pact Bank Guarantee (IPBG) shall be valid upto and including 45 days after the validity of commercial offer. However, bidders will be required to extend the Integrity Pact Bank Guarantee, as and when required by the Principal/Buyer. In the case of the successful bidder, validity of the Integrity Pact Bank Guarantee will be extended upto the satisfactory completion of the contract, Integrity Pact Bank Guarantee shall be returned promptly in case of unsuccessful bidders.	
(3)	In the case of successful bidder a clause would also be incorporated in the Article pertaining to P erformance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for 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 this Pact.	
(4)	The provisions regarding Sanctions for violation of Integrity Pact include forfeiture of Performanc e Bond in case of a decision by the Principal/Buyer to forfeit the same without assigning any reas on for imposing sanction for violation of Integrity Pact.	
(5)		erest shall be payable by the Principal/Buyer to the Bidder(s) on Earnest Money/Security D 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 an y other public sector enterprise in India that could justify his exclusion from the tender pr ocess.
(2)	If the bidder makes incorrect statement on this subject, he can be disqualified from the t ender process or further action can be taken.

<u>Section 7 - Equal treatment of all Bidders/Contractor(s)/Subcontractors</u>

(1)	The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitme nt in conformity with this integrity Pact, and to submit it to the Principal before contract s igning.
2)	The Principal/Buyer will enter into agreements with identical conditions as this one with a II 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.

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

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

Section 9 - Independent External Monitor/Monitors:

Section 9	<u>) - Independent External Monitor/Monitors</u> :
(1)	The Principal/Buyer appoints competent and credible independent External Monitor for th is 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 perfor ms his functions neutrally and independently. He reports to the Chairman & Managing Di rector 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 a mong 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 off er 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 a ction. 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 Prin cipal within 8 to 10 weeks from the date of reference or intimation to him by the Principa I/Buyer and, should the occasion arise, submit proposals for correcting problematic situat ions.
(7)	Monitor shall be entitle to compensation on the same terms as being extended to / provid ed to Independent Directors on the Board of Principal/Buyer.

(8)	If the Monitor has reported to the Chairman & Managing Director of the Principal, a subst antiated suspicion of an offence under relevant Anti Corruption Laws of India and the Ch airman & Managing Director of the Principal/Buyer has not, within the reasonable time ta ken visible action to proceed against such offence or reported it to the Chief Vigilance Off icer, 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 mont hs** 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:

<u> </u>	<u>.: 1 - Other provisions.</u>
(1)	This agreement is subject to Indian Law, place of performance and jurisdiction is the Reg istered Office of the Principal/Buyer, i.e. Mumbai/Kolkata (For MDL respectively). The Arb itration clauses provided in the main tender document/ contract shall not be applicable f or any issue/dispute arising under this Integrity pact.
(2)	Changes and supplements as well as termination notices need to be made in writing. Sid e agreements have not been made.
(3)	If the Contractor is a partnership or a consortium, this agreement must be signed by all p artners 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 subsystems was supplied by the Bidder to any other Ministry/Department of the Government of India or a I SU 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 he contract has already been concluded."

For & on behalf of	For & on behalf of
MAZAGON DOCKSHIPBUILDERS LIMITED	Bidder/Contractor
(Office Seal)	(Office Seal)
Place	
Date	
Witness 1:	Witness 2:
(Name & Address)	(Name & Address)

Annexure-A to Enclosure-1

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GUIDELINES FOR INDIAN AGENTS OF FOREIGN SUPPLIERS

1.0	There shall be compulsory registration of agents for all Global (Open) Tender and Limited Tender. An agent who is not registered with MDL shall apply for registration.		
1.1	An agent shall represent only one Foreign Supplier and not represent two suppliers or quo te on their behalf in the same tender.		
	However, either the Indian Agent on behalf of the Foreign Suppliers (also includes foreign manufacturers) or the Foreign Suppliers (also includes foreign manufacturers) directly could bid in a tender, but not both. In cases where an agent participates in a tender on behalf of one manufacturer, shall not quote on behalf of another manufacturer along with the first Manufacturer in a subsequent/parallel tender for the same item.		
1.2	Registered agents will file an authenticated Photostat copy duly attested by a Notary Publi c/Original certificate of the principal confirming the agency agreement and giving the stat us being enjoyed by the agent and the commission/remuneration/salary/ retainer ship being paid by the principal to the agent before the placement of order by MDL.		
1.3	Wherever the Indian representatives have communicated on behalf of their principals and the foreign parties have stated that they are not paying any commission to the Indian age nts, and the Indian representative is working on the basis of salary or as retainer, a writte n declaration to this effect should be submitted by the party (i.e. Principal) before finalizin g the order.		

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

2.1	Tendere	Tenderers of Foreign nationality shall furnish the following details in their offer:		
	2.1.1	The name and address of the agents/representatives in India, if any and the exent of authorization and authority given to commit the Principals. In case the a ent/representative be a foreign Company, it shall be confirmed whether it is reasonated.		
	2.1.2	The amount of commission/remuneration included in the quoted price(s) for such agents/representatives in India.		
	2.1.3	Confirmation of the Tenderer that the commission/ remuneration if any, payable to his agents/ representatives in India, may be paid by MDL in Indian Rupees only.		
2.2	Tenderers of Indian Nationality shall furnish the following details in their offers:			
	2.1.1	The name and address of the foreign principals indicating their nationality as we II as their status, i.e, whether manufacturer or agents of manufacturer holding t he Letter of Authority of the Principal specifically authorizing the agent to make an offer in India in response to tender either directly or through the agents/repre sentatives.		

	2.2.2	The amount of commission/remuneration included in the price (s) quoted by the Tenderer for himself.
	2.2.3	Confirmation of the foreign principals of the Tenderer that the commission/remu neration, if any, reserved for the Tenderer in the quoted price (s), may be paid by MDL in India in equivalent Indian Rupees on satisfactory completion of the Project or supplies of Stores and Spares in case of operation items.
2.3	In either case, in the event of contract materializing, the terms of payment will provide for payment of the commission /remuneration, if any payable to the agents/representatives in India in Indian Rupees on expiry of 90 days after the discharge of the obligations under the contract.	
2.4	Failure to furnish correct and detailed information as called for in paragraph-2.0 above will render the concerned tender liable to rejection or in the event of a contract materializing, the same liable to termination by MDL. Besides this there would be a penalty of banning business dealings with MDL or damage or payment of a named sum.	

Annexure-B to Enclosure-

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GUIDELINES ON BANNING OF BUSINESS DEALINGS

CONTENTS

Sr.	Description
1.	Introduction
2.	Scope
3.	Definitions
4.	Initiation of Banning / Suspension
5.	Suspension of Business Dealings
6.	Ground on which Banning of Business Dealing can be initiated
7.	Banning of Business Dealings
8.	Removal from List of Approved Agencies-Suppliers/ Contractors etc.
9.	Procedure for issuing Show-cause Notice
10.	Appeal against the Decision of the Competent Authority
11.	Review of the Decision by the Competent Authority
12.	Circulation of the names of Agencies with whom Business Dealings have been banned

1. Introduction

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

2. Scope

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

If one owns or controls the other in any manner;

3. Definitions

d)

In these Guidelines, unless the context otherwise requires:

i) 'Bidder / Contractor / Supplier / Purchaser / Customer' shall mean and include a public limited company or a private limited company, a firm whether registered or not, an individual, a cooperative society or an association or a group of persons engaged in any commerce, trade, industry, etc. 'Bidder / Contractor / Supplier / Purchaser / Customer' in the context of these guidelines is indicated as 'Agency'.
 ii) 'Inter-connected Agency' shall mean two or more companies having any of the following features:

 a) If one is a subsidiary of the other.
 b) If the Director(s), Partner(s), Manager(s) or Representative(s) are common;
 c) If management is common;

iii)	'Competent Authority' and 'Appellate Authority' shall mean the following:		
	a)	Functional Director shall be the 'Competent Authority' for the purpose of these guid elines. CMD, MDL shall be the 'Appellate Authority'.	
	b)	CMD, MDL shall have overall power to take suo-moto action on any information avail able or received by him and pass such order(s) as he may think appropriate, including modifying the order(s) passed by any authority under these guidelines.	
iv)	'Investigating Department' shall mean any Department or Unit investigating into the cond uct of the Agency and shall include the Vigilance Department, Central Bureau of Investigation, the State Police or any other department set up by the Central or State Government having powers to investigate.		
v)	'List of approved Agencies – 'Bidder / Contractors / Suppliers / Purchasers / Customers sha Il mean and include list of approved / registered Agencies - 'Bidder / Contractors / Supplier s / Purchasers / Customers, etc.		

4. Initiation of Banning / Suspension

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

If the conduct of any Agency dealing with MDL is under investigation by any department, th

5. Suspension of Business Dealings

or argument with the Agency at this stage.

5.1

5.5

e Competent Authority may consider whether the allegations under investigation are of a se rious nature and whether pending investigation, it would be advisable to continue business dealing with the Agency. If the Competent Authority, after consideration of the matter inclu ding the recommendation of the Investigating Department, if any, decides that it would not be in the interest to continue business dealings pending investigation, it may suspend busi ness dealings with the Agency. The order to this effect may indicate a brief of the charges u nder investigation. If it is decided that inter-connected Agencies would also come within th e ambit of the order of suspension, the same should be specifically stated in the order. The order of suspension would operate for a period not more than six months and may be com municated to the Agency as also to the Investigating Department. The Investigating Depart ment may ensure that their investigation is completed and whole process of final order is o ver within such period. 5.2 The order of suspension shall be communicated to all Commercial Departmental Heads. During the period of suspension, no business dealing may be held with the Agency. 5.3 As far as possible, the existing contract(s) with the Agency may continue unless the Compe tent Authority, having regard to the circumstances of the case, decides otherwise. 5.4 If the gravity of the misconduct under investigation is very serious and it would not be in th e interest of MDL, as a whole, to deal with such an Agency pending investigation, the Comp etent Authority may order suspension of business dealing with Agency and send his recom mendation to Chief Vigilance Officer (CVO), MDL alongwith the material available, copy of which may be issued to the Agency concerned with intimation to CVO MDL. Such an order w ould operate for a period of six months from the date of issue.

If the Agency concerned asks for detailed reasons of suspension, the Agency may be inform ed that its conduct is under investigation. It is not necessary to enter into correspondence

It is not necessary to give any show-cause notice or personal hearing to the Agency before i ssuing the order of suspension. However, if investigations are not complete in six months ti me, the Competent Authority may extend the period of suspension by another three month s, during which period the investigations must be completed.

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

5.	Ground on which Banning of Business Dealings can be initiated			
6.1	If the security consideration, including questions of loyalty of the Agency to the State, so warrants;			
6.2	If the Director / Owner of the Agency, proprietor or partner of the firm, is convicted by a C ourt of Law for offences involving moral turpitude in relation to its business dealings with t he Government or any other public sector enterprises or MDL, during the last five years;			
6.3	If there is strong justification for believing that the Directors, Proprietors, Partners, owne of the Agency have been guilty of malpractices such as bribery, corruption, fraud, substittion of tenders, interpolations, etc;			
6.4	If the Agency continuously refuses to return / refund the dues of MDL without showing ade quate reason and this is not due to any reasonable dispute which would attract proceedings in arbitration or Court of Law;			
6.5	If the Agency employs a public servant dismissed / removed or employs a person convicte d for an offence involving corruption or abetment of such offence;			
6.6	If business dealings with the Agency have been banned/blacklisted by Government Agenci es/ Statutory bodies, DGQA, Defence Shipyards, DPSUs or with whom commercial transacti ons have been suspended for sufficient and justifiable reasons.			
	If the Agency having same promoters/Directors /Partners as the barred/blacklisted Compa ny as at 6.6 above for the duration for which the barring/ blacklisting of sister concern per sists.			
6.7	If the Agency has resorted to Corrupt, fraudulent practices including misrepresentation of facts;			
	If the agency who had fraudulently dealt with the Company for pecuniary gains or had con nived with dealing officers for mutual benefit.			
6.8	If the Agency uses intimidation / threatening or brings undue outside pressure on the MD or its official in acceptance / performances of the job under the contract;			
6.9	If the Agency indulges in repeated and / or deliberate use of delay tactics in complying wit h contractual stipulations;			
6.10	Wilful indulgence by the Agency in supplying sub-standard material irrespective of whethe r pre-despatch inspection was carried out by MDL or not;			
6.11	Based on the findings of the investigation report of CBI / Police against the Agency for mal afide / unlawful acts or improper conduct on his part in matters relating to the MDL or eve n otherwise;			
6.12	Established litigant nature of the Agency to derive undue benefit;			
6.13	Continued poor performance of the Agency in several contracts;			

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

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

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

7. Banning of Business Dealings

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

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

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

9. Show-cause Notice

9.1	r, a sh on of r	In case where the Competent Authority decides that action against an Agency is called fo r, a show-cause notice has to be issued to the Agency. Statement containing the imputati on of misconduct or mis-behaviour may be appended to the show-cause notice and the A gency should be asked to submit within 15 days a written statement in its defence.	
9.2	If the Agency requests for inspection of any relevant document in possession of MDL, ne cessary facility for inspection of documents may be provided.		
9.3	The Competent Authority may consider and pass an appropriate speaking order:		
	a)	For exonerating the Agency if the charges are not established;	

	b)	For removing the Agency from the list of approved Suppliers / Contactors, etc.
	c)	For banning the business dealing with the Agency.
9.4	ay be r	cides to ban business dealings, the period for which the ban would be operative m mentioned. The order may also mention that the ban would extend to the intercon Agencies of the Agency.

10. Appeal against the Decision of the Competent Authority

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

11. Review of the Decision by the Competent Authority

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

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

12.1	Depending upon the gravity of misconduct established, the Competent Authority may dir ect HOD (Materials)/OIC (SR&R) to circulate the names of Agency with whom business de alings have been banned, to the Government Departments, other Public Sector Enterpris es, etc. for such action as they deem appropriate.
12.2	If Government Departments or a Public Sector Enterprise request for more information ab out the Agency with whom business dealings have been banned, a copy of the report of I nquiring Authority together with a copy of the order of the Competent Authority / Appella te Authority may be supplied.
12.3	If business dealings with any Agency have been banned by the Central or State Governm ent or any other Public Sector Enterprise, MDL may, without any further enquiry or invest igation, issue an order banning business dealing with the Agency and its inter-connected Agencies.

5. 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 attachec 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 share 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 undertak 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 accordanc 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 दे 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 देव वाला सक्षम प्राधिकारी के पास पंजीकृत हो।बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाव इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।

---Thank You/धन्यवाद---