



MAZAGON DOCK SHIPBUILDERS LIMITED, MUMBAI
STANDARD BIDDING DOCUMENT (SBD)
TENDER NO 1600002114 FOR INDIAN COAST GUARD PROJECT

Section I - Notice Inviting Tender (NIT)

1. Notice Inviting Tender (NIT): Mazagon Dock Shipbuilders Limited (MDL), Mumbai is India's leading Shipbuilding Company with ISO 9001:2015 accreditation. Mazagon Dock Shipbuilders Limited, invites offer in two bid system i.e. Part-I (Techno Commercial Bid) and Part-II (Price Bid) from Indian bidders through online bidding via MDL e-procurement portal (<https://eprocuremdl.nic.in>) for Item /Services.
2. **The Tender Document.**
 - i. **Bidders must read the complete 'Tender Document'.**
 - ii. Bids must be uploaded till the deadline for submission of bids. Bidders in their own interest are requested to upload their bids well in advance of tender closing date to avoid the last minute difficulties in uploading the bids. Request for extension, if at all to be made, shall be forwarded at least 3 working days in advance to the tender closing date / time (excluding tender closing date) with proper reasoning. **However, the extension would be granted by MDL on merit of the case at MDL discretion and would be binding on all bidders.**
3. **Eligibility Criteria for Participation in this Tender:** Subject to provisions in the Tender Document, participation in this Tender Process is open to **nominated bidders only** who fulfil the 'Eligibility' criteria and Technical Prequalification criteria. Bidder shall be required to declare fulfilment of Eligibility Criteria and Technical Prequalification criteria.
4. **Submission of Bids:** No manual Bids shall be made available or accepted for submission (except for originals of scanned copies as per sub-clause above). Bidder must comply with the conditions of the eProcurement portal, including registration, compatible Digital Signature Certificate (DSC) etc. In the case of downloaded documents, Bidder must not make any changes to the contents of the documents while uploading, except for filling in the required information.
5. **Disclaimers and Rights of MDL:** The issue of the Tender Document does not imply that MDL is bound to select bid(s), and it reserves the right without assigning any reason to
 - (a) reject any or all of the Bids, or
 - (b) cancel the tender process; or
 - (c) abandon the procurement of the Goods/Services; or
 - (d) issue another tender for identical or similar Goods/Services.

Tender Inviting Authority



MAZAGON DOCK SHIPBUILDERS LIMITED, MUMBAI
STANDARD BIDDING DOCUMENT (SBD)
TENDER NO 1600002114 FOR INDIAN COAST GUARD PROJECT

Section II - Tender Enquiry Form (TEF)

Bidder to note that the shortfall information/documents shall be sought only in case of historical documents which pre-existed at the time of the tender opening i.e., submitted along with original bid and which have not undergone change since then.

1. Description & Scope of Supply / Work:

- (a) **MAIN EQUIPMENT/ITEM/SYSTEM:** Procurement of Multi-Channel Audio Recording Arrangement for Training Ship (TS) (Y-16101), New Generation Offshore Patrol Vessel (NGOPV) (Y-16401 to Y-16406) & Fast Patrol Vessel (FPV) (Y-16501 to Y-16514)
- (b) **ON BOARD SPARES (OBS):**
OBS for sufficient quantity for exploitation & on-board maintenance up to 2 years from date of completion of " Standard Warranty" is required to be provided along with the main equipment. OBS will be ordered along with the main equipment.
- (c) **DOCUMENTATION:** As per TSP to be supplied along with delivery of the items.
- (d) **SERVICES OF ENGINEERS:**
 - a. Technical assistance is to be provided as per the scope mentioned in TSP.
 - b. Price for Services of Engineers to be quoted on Lump sum basis. The quoted price should be inclusive of To & Fro travelling expenses, lodging and boarding and local conveyance for each activity as per TSP.
 - c. Please note that it is the sole responsibility of the vendor to complete the trials till SATs including commissioning within quoted prices of services of Engineers.
 - d. While deputing Service Engineers for attending on board activity against MDL's call, checklist/prerequisites for that activity to be forwarded three working days in advance, to enable MDL to keep the system ready for that activity. Timely availability of Service Engineers shall be ensured.
- (e) **TRAINING:** Training package is to be provided inline with TSP. The cost towards training is to be quoted against the line item on lump-sum basis.
- (f) **EXTENSION OF WARRANTY:** Supplier shall mandatorily indicate the monthly charges for extended warranty period beyond standard warranty period in the event of expiry of warranty period. The extended warranty charges to be quoted for Main equipment only excluding OBS, documentation, services, training etc.
- (g) **BASE & DEPOT (B&D) SPARES:**
 - (i) Base & Depot spares are to cover spares requirement for major maintenance/overhaul requirements for 5 years including two refits for TS, NGOPV & FPV separately.
 - (ii) B&D spares list along with Comprehensive Part Identification list (CPIL)/Manufacturers Recommended list of Spares (MRLS) for five-year exploitation and maintenance.
 - (iii) Itemized list with cost along with a copy of the maintenance schedule for the equipment is to be provided in the offer. Itemized list (in ILMS format to be submitted in soft copy in excel) of Base & Depot spares should be as per TSP.
 - (iv) The B & D Spares shall be procured by MDL on behalf of Indian Coastguard. The B & D spares shall be ordered at a later date after ranging and scaling of the spares done by Indian Coast Guard.



MAZAGON DOCK SHIPBUILDERS LIMITED, MUMBAI
STANDARD BIDDING DOCUMENT (SBD)
TENDER NO 1600002114 FOR INDIAN COAST GUARD PROJECT

- (v) The delivery of B & D Spares shall be prior to the commissioning of ship. The tentative delivery date for the supply of B & D Spares shall be indicated in the tender enquiry.
- (vi) The B&D spares ordered by MDL shall be delivered to;
 - CGSD (Mumbai): For TS (Y-16101) and NGOPV (Y-16401 to Y-16406)
 - CGSD (Chennai): For FPV (Y-16501 to Y-16514)
- (vii) Itemized prices for B&D spares (along with the part no) for five years exploitation period with price validity for 18 months from the tender closing date to be submitted along with the offer
- (viii) After ranging & scaling by Indian Coast Guard (ICG), order for finalized/approved B&D spares would be placed separately by MDL on behalf of ICG.
- (ix) It is mandatory to quote for B & D Spares. Bidders not quoting for B&D Spares falls under rejection criteria. MDL reserves the right to negotiate prices quoted for B&D Spares.

Note:

- a) **Bidders shall quote for all line item in the tender, failing of which offer of the firm falls under rejection criteria.**
- b) **MDL reserves the right to invoke the option of Extension of Warranty as and when required. It is not mandatory to MDL to avail these services.**

2. Pre-Qualification Criteria:

Technical Prequalification Criteria: Vendor shall have experience in Design, Manufacturing & Supply of the Multi-Channel Audio Recording Arrangement to any sea going vessel.

Supporting Documents:

- a) Vendor shall submit their experience details including work completion certificates and relevant Purchase orders/ Delivery Challan/ Invoice for having this type of equipment.
- b) Vendor shall submit a declaration in their letterhead that there are no adverse reports from any of their customers for this type of equipment supplied by them. In case any such adverse report/ remark exist, the details of the same may be furnished along with the reference purchase order and customer details.

3. Earnest Money Deposit (EMD) / Bid Security: Not Applicable

4. Validity Period of Offer:

(A) Main Equipment, OBS, Services, Training etc. (Excluding B & D Spares)

- (a) Bid / Offer shall have the validity period of **180 days** from the tender closing date.
- (b) In case the day up to which the bids are to remain valid falls on/ subsequently declared a holiday or closed day for MDL, the bid validity shall automatically be deemed to be extended upto the next working day.
- (c) In exceptional circumstances, before the expiry of the original time limit, MDL may request the bidders to extend the validity period for a specified additional period. The request and the bidders' responses shall be made in writing or electronically. A bidder may agree to or reject the request. A bidder who has agreed to MDL's request for extension of bid validity, in no case, he shall be permitted to modify his bid.

(B) B&D Spares: Prices quoted for B&D spares should be valid for a period of **18 months** from the tender closing date.



MAZAGON DOCK SHIPBUILDERS LIMITED, MUMBAI
STANDARD BIDDING DOCUMENT (SBD)
TENDER NO 1600002114 FOR INDIAN COAST GUARD PROJECT

5. Delivery Period/Contract Period (For Goods):

- (a) Delivery Period / Contract Period for each ships of the respective project such as TS, NGOPV & FPV is indicated as under.

Yard No.	Main equipment, OBS & documentation	Services of engineers for Connectorisation	Services of engineers for STW	HATs & SATs	Training	Extension of warranty
Y-16101	PO + 10 months	PO + 11 months	PO + 11 months	PO + 12 months	PO + 13 months	PO + 41 months
Y-16401	PO + 04 months	PO + 08 months	PO + 10 months	PO + 12 months	PO + 16 months	PO + 46 months
Y-16402	PO + 09 months	PO + 15 months	PO + 17 months	PO + 21 months	PO + 24 months	PO + 51 months
Y-16403	PO + 10 months	PO + 20 months	PO + 22 months	PO + 26 months	PO + 29 months	PO + 56 months
Y-16404	PO + 12 months	PO + 25 months	PO + 27 months	PO + 31 months	PO + 34 months	PO + 61 months
Y-16405	PO + 17 months	PO + 30 months	PO + 32 months	PO + 36 months	PO + 39 months	PO + 66 months
Y-16406	PO + 22 months	PO + 35 months	PO + 37 months	PO + 41 months	PO + 44 months	PO + 71 months
Y-16501	PO + 05 months	PO + 06 months	PO + 06 months	PO + 06 months	PO + 07 months	PO + 20 months
Y-16502	PO + 06 months	PO + 07 months	PO + 07 months	PO + 07 months	PO + 08 months	PO + 23 months
Y-16503	PO + 07 months	PO + 08 months	PO + 08 months	PO + 08 months	PO + 09 months	PO + 26 months
Y-16504	PO + 08 months	PO + 09 months	PO + 09 months	PO + 10 months	PO + 11 months	PO + 29 months
Y-16505	PO + 09 months	PO + 10 months	PO + 11 months	PO + 13 months	PO + 14 months	PO + 32 months
Y-16506	PO + 10 months	PO + 11 months	PO + 15 months	PO + 17 months	PO + 18 months	PO + 35 months
Y-16507	PO + 11 months	PO + 12 months	PO + 16 months	PO + 18 months	PO + 19 months	PO + 38 months
Y-16508	PO + 13 months	PO + 16 months	PO + 20 months	PO + 22 months	PO + 23 months	PO + 41 months
Y-16509	PO + 14 months	PO + 19 months	PO + 23 months	PO + 25 months	PO + 26 months	PO + 44 months
Y-16510	PO + 17 months	PO + 22 months	PO + 26 months	PO + 28 months	PO + 29 months	PO + 47 months
Y-16511	PO + 20 months	PO + 25 months	PO + 29 months	PO + 31 months	PO + 32 months	PO + 50 months
Y-16512	PO + 23 months	PO + 28 months	PO + 32 months	PO + 34 months	PO + 35 months	PO + 53 months
Y-16513	PO + 26 months	PO + 31 months	PO + 35 months	PO + 37 months	PO + 38 months	PO + 56 months
Y-16514	PO + 29 months	PO + 34 months	PO + 38 months	PO + 40 months	PO + 41 months	PO + 59 months

- (b) **Part Delivery:** MDL will prefer to have the entire Equipment / Item within the stipulated delivery period and discourage the part delivery & part payment thereof. However, in exceptional circumstances, Lot/part supply will be considered as discussed in TNC meeting.
- (c) The delivery dates mentioned against each line item/service are for indicative purpose. The delivery/contract schedule given at above para shall be considered for all purposes.
- (d) The delivery timelines indicated above for services are tentative end date. The completion date for services shall be tentatively 2 months before actual ship delivery. Services shall be availed as and when required by MDL. 01-week Prior intimation shall be provided by MDL before actual requirement of service of engineers on-board.



MAZAGON DOCK SHIPBUILDERS LIMITED, MUMBAI
STANDARD BIDDING DOCUMENT (SBD)
TENDER NO 1600002114 FOR INDIAN COAST GUARD PROJECT

6. Submission of Offer in Two Bid System: Offer must be submitted in two parts as follows:

- a) **Part I (Techno Commercial Bid):** The bidder shall ensure following are essentially submitted in the Part-I bid as applicable:
- (i) Technical & Commercial offer.
 - (ii) Valid MSME Udyam Certificate, MDL Registration Certificate & ISO Accreditation Certificate.
 - (iii) Taxes and duties certificate for which they are registered.
 - (iv) Acceptance of Tender terms & General Condition of Contract (GCC).
 - (v) Declaration of Local Content, preference for MSE Order 2012 / PPP Order 2017 for purchase preference.
 - (vi) Compliance Certificate w.r.t. Land Border Clause
 - (vii) Unique GeM Seller ID.
 - (viii) Blank rate sheet indicating quoted/not quoted against each line item, tax percentage, type of taxes and FE content.
 - (ix) Bank details for payment by RTGS/NEFT in the format enclosed.
 - (x) Bidder contact details as per attached annexure" Contact Details of the bidder.
 - (xi) Undertaking for product support as per TSP.
 - (xii) "Certificate of conformity" as per TSP.
 - (xiii) TSP/SOTR Compliance Matrix/Deviation form
 - (xiv) Weight control Data sheet
 - (xv) On Board spares (OBS) list for each ships set in excel format with cost breakup in percentage of total OBS cost.
 - (xvi) Base & Depot (B & D) list in excel for TS, NGOPV & FPV with cost breakup in percentage of total B&D cost.
 - (xvii) Bidders are required to provide 02 set hard copies of Techno-Commercial Offer to MDL within 07 days from date of closing of tender addressed as under:
HOS (Design - L&Wn)
K.A. – Mr. Peter Singh Banerjee, M (Design - L&Wn)
2nd Floor, West Block
Mazagon Dock Ship Builders Limited
Dockyard Road, Mumbai 400 010
Tel: 022-23763045
 - (xviii) Additional documents as applicable to this tender.

Note: In any case, prices are not to be mentioned in Part-I bid.

- b) **Part-II (Price Bid):** Prices for each of the listed items has to be uploaded strictly in the prescribed format provided in the e-procurement portal. Bids received other than this given format will be **rejected**.

Note:

- (i) If, in the price structure quoted for the required goods, there is discrepancy between the unit price and total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly;
- (ii) If there is an error in a total corresponding to the addition or subtraction of sub-totals, the sub-totals shall prevail and the total shall be corrected; and
- (iii) If there is a discrepancy between words and figures, the amount in words shall prevail.
- (iv) For inseparable (overall lowest) requirement, bidder must quote for all line items.

7. Bid Modification: Modification in bids, if any, is to be made by bidders prior to the tender closing date & time.



MAZAGON DOCK SHIPBUILDERS LIMITED, MUMBAI
STANDARD BIDDING DOCUMENT (SBD)
TENDER NO 1600002114 FOR INDIAN COAST GUARD PROJECT

8. Bid Rejection Criteria:

- (a) **Categorical rejection criteria:** The following conditions / deviations are non-negotiable and therefore any bid falling under these conditions / deviations shall be summarily rejected. Bidders to note that they shall not be provided any opportunity to rectify these conditions / deviations post Part-I bid opening:
- (i) Bids received after tender closing date and time.
 - (ii) Bids received other than through e-portal (in case of e-tender)
 - (iii) Bidders who are debarred under PPP MII order 2017, GeM, CPPP including Tender holiday issued by MDL.

- (b) **Liable rejection criteria:** Non-compliance/non-acceptance to any of the terms and conditions of the tender other than following shall render the bid liable for rejection;

- (i) Clause mentioned under loading criteria

Note: Equal time and opportunity for submission of deficient techno-commercial documents and clarification shall be given to the bidders. Bidders are required to submit such documents / clarifications within the duration / date stipulated by MDL failing which their bids will be rejected.

Bidder to note that the shortfall information/documents shall be sought only in case of historical documents which pre-existed at the time of the tender opening i.e. submitted along with original bid and which have not undergone change since then.

9. Performance Security (PS):

- (a) Separate Performance Security for an amount equal to 5% of each order value (excluding taxes, duties) payable in Indian Rupees shall be submitted.
- (b) PSU may submit Indemnity bond in lieu of PS Bank Guarantee.
- (c) Performance Security is to be furnished within 25 days after notification of the award of contract and it should remain valid for a period of 60 (sixty) days beyond the date of completion of all contractual obligations of the supplier, including warranty obligations.
- (d) Performance security may be furnished in the form of NEFT / Demand Draft / Pay order / Bank Guarantee / Insurance Security Bond / e-Bank Guarantee in favour of Mazagon Dock Shipbuilders Limited, Mumbai from the list of Banks approved by SBI / Canara Bank published on MDL website.

Key regulatory provisions under Insurance Surety Guidelines which are noteworthy are given below:

- Available for only Indian Projects: Surety Bonds cannot be issued if the underlying asset/ commitment is outside India. Further, the payment for risk covered under the Surety Bonds shall be made in Indian Rupees. Hence, Surety Bonds can be issued for domestic projects only, and not for Indian project contractors' engaging in infrastructure projects outside India.
- Applicability: The insurer (Insurance Company) should be an Indian Insurance Company as defined in Section 2(7A) of the Insurance Act, 1938 and the insurer should also be registered under the Insurance Act, 1938 to transact the business of general insurance.
- Formats for Insurance Surety Bonds: The indicative formats for ISBs described at above are collectively placed at Annexures.

- (e) PS can also be remitted online through MDL website: <https://www.mazagondock.in/OnlinePayment.aspx>.
- (f) Further, the bidder should specifically mention the details of company name as well as nature of remittance, tender number/order number etc. in the text/narration fields of Bank's NEFT



MAZAGON DOCK SHIPBUILDERS LIMITED, MUMBAI
STANDARD BIDDING DOCUMENT (SBD)
TENDER NO 1600002114 FOR INDIAN COAST GUARD PROJECT

remittance in order to identify the same. The duly filled & signed copy of annexure is to be submitted to respective dealing commercial executives.

- (g) In cases where the supplier / contractor has not submitted the PS and already commenced supply / services, dealing commercial executives shall advise Finance department for withholding the PS from his bills if any. In such case, interest is to be recovered for the period starting from 26th day of transmission / notification of order/contract by any mode and amount involved at the relevant rate of interest. For Indian suppliers, the interest will be SBI BPLR plus 2%.
- (h) PSBG shall be valid for validity period of PSBG plus four weeks for settlement of claim.
- (i) The performance security will be forfeited and credited to MDL's account in the event of a breach of contract by the contractor. It will be refunded to the contractor without interest, after he duly performs and completes the contract in all respects but not later than 60(sixty) days of completion of all such obligations including the warranty under the contract.
- (j) Where the duration of contract is very long and banks are unwilling to issue BGs for long duration, rolling bank guarantee towards performance security can be submitted where it will be valid for at least one year with claim period of three months within which the same can be extended for further period by amendment.
- (k) Performance security on reducing balance can be accepted when the contract period extends beyond one year. This will be effective on completion of one year and thereafter on six monthly / yearly basis.
- (l) In case of failure to submit performance security deposit by the supplier within 25 days of transmission / notification of order by any mode, the EMD will be forfeited (if available) and MDL reserves the right to cancel the order and invoke the risk purchase clause.
- (m) In the event of defects due to poor workmanship leading to non-performance of the Equipment/Item and bidder failure to attend the defects within a reasonable period of time, the PSBG will be enashed by MDL. MDL's decision in this regard shall be final and binding on the supplier / contractor.
- (n) In the event of postponing of delivery of deliverables/services or extension of guarantee desired & sought by MDL, the Performance Security has to be extended and its amendment charges shall be borne by MDL.

10. Warranty/Guarantee:

For TS (Y-16101) & NGOPV (Y-16401 to Y-16406): The equipment along with associated auxiliaries/components shall be warranted by the equipment supplier for the stipulated performance for a period of twenty (20) months from the date of delivery of equipment to MDL or twelve (12) months after planned delivery date (D) of the ship by shipyard MDL to the Indian Coast Guard, whichever is later.

For FPV (Y-16501 to Y-16514): The equipment along with associated auxiliaries/components shall be warranted by the equipment supplier for the stipulated performance for a period of twelve (12) months from the date of delivery of equipment to MDL or twelve (12) months after planned delivery date (D) of the ship by shipyard MDL to the Indian Coast Guard, whichever is later.

Project	Yard No	Planned delivery date
TS	16101	Dec 2026
NGOPV	16401	Jul 2027
NGOPV	16402	Dec 2027
NGOPV	16403	May 2028
NGOPV	16404	Oct 2028
NGOPV	16405	Mar 2029
NGOPV	16406	Aug 2029



MAZAGON DOCK SHIPBUILDERS LIMITED, MUMBAI
STANDARD BIDDING DOCUMENT (SBD)
TENDER NO 1600002114 FOR INDIAN COAST GUARD PROJECT

FPV	16501	Mar 2026
FPV	16502	Jun 2026
FPV	16503	Sept 2026
FPV	16504	Dec 2026
FPV	16505	Mar 2027
FPV	16506	Jun 2027
FPV	16507	Sept 2027
FPV	16508	Dec 2027
FPV	16509	Mar 2028
FPV	16510	Jun 2028
FPV	16511	Sept 2028
FPV	16512	Dec 2028
FPV	16513	Mar 2029
FPV	16514	Jun 2029

- (a) The Supplier cannot absolve their responsibility for warranty of material even though it is inspected by & approved by the inspection authorities.
- (b) If the defects are not remedied within a reasonable/stipulated time, MDL may proceed to rectify the defects at the supplier's risk & cost, but without prejudice to MDL's rights under the contract.
- (c) During the period of warranty / guarantee if any defect noticed in the equipment / item supplied, the supplier/ contractor will have to rectify such defects immediately at no extra cost to MDL.
- (d) **Extension of Warranty:** Supplier shall mandatorily indicate the monthly charges for extended warranty period beyond standard warranty period in the event of expiry of warranty period. The extended warranty charges to be quoted for Main equipment only excluding OBS, documentation, services, training etc.

11. Currency of Bidding: Bidders shall quote in Indian Rupees only.

12. Pricing:

- i) Prices of all items/services shall be quoted for delivery of the items/services to the following destination including Charges towards inland transportation, insurance, and other local costs incidental to the delivery of the Goods/Services.

Items/services	Delivery/Work Address
Main Equipment, OBS	MDL Anik Chembur store/Dockyard road (Mumbai)/Nhava Yard
Services	Dockyard Road (Mumbai)/Nhava Yard
B & D Spares	<u>CGSD (Mumbai):</u> For TS (Y-16101) and NGOPV (Y-16401 to Y-16406) <u>CGSD (Chennai):</u> FPV (Y-16501 to Y-16514)

- ii) The prices quoted shall remain firm and fixed during the currency of the order / contract unless agreed otherwise by MDL.
- iii) **Price Variation Clause:** Not Applicable
- iv) It is mandatory to quote for all line items as per tender, in case it is found after opening of price bids that the price quoted for a particular line item is 'zero' then supplier has to supply this/these items free of cost to MDL.

13. Tie Breaker: Not Applicable



MAZAGON DOCK SHIPBUILDERS LIMITED, MUMBAI
STANDARD BIDDING DOCUMENT (SBD)
TENDER NO 1600002114 FOR INDIAN COAST GUARD PROJECT

14. Taxes & Duties:

- (a) Bidders must clearly mention the applicable Taxes & Duties in the rate sheet enclosed in the tender. The item-wise rates (i.e. Basic + Packing, Forwarding, Freight & Insurance) quoted in the Rate sheet should exclude Taxes, Cess & Duties. Bidder should indicate GST rates as applicable separately under each of the head in the same rate sheet, which will be paid extra based on tax invoice to the extent applicable.
- (b) Supplier / contractor will not be entitled to any increase in rate of taxes occurring during the period of extended delivery completion schedule if there is delay in supplies / completion attributed to him. However, if there is a decrease in taxes, the same must be passed on to MDL.
- (c) Income tax applicable on cost of services rendered in India in relation to the contract, shall be payable by bidders.
- (d) TDS (GST) shall be carried out as per the existing Laws and Acts.
- (e) **Goods and Services Tax (GST):**
 - (i) The prevailing rate of GST is to be indicated in your blank rate sheet in Part-I.
 - (ii) For MDL's GST number, please visit our website. MDL's GST Number is **27AAACM8029J1ZA**.
 - (iii) Bidder shall mention MDL GSTIN while invoicing and avoid any data entry error on GST portal.
 - (iv) Bidders shall mandatorily mention their GST number in their offer.
 - (v) Bidders shall mention the HSN (Harmonised System of Nomenclature) code for the quoted items and services in their offer. These codes must be in accordance with GST law and responsibility of specifying correct HSN codes for goods &/or services is that on the bidder. MDL shall not be responsible for any error in HSN no. specified by vendor. However, if any penalty is levied on MDL or any loss of ITC to MDL occurs or any delay in availing ITC by MDL occurs due to such error, vendor shall reimburse such loss after intimation by MDL or the amount shall be recovered from the SD or any outstanding payments to the vendor.
 - (vi) Bidder must mention HSN numbers in invoices as reflected in the order. These codes must be in accordance with GST law.
 - (vii) If bidder is registered under GST, bidder should note that successful bidder shall ensure timely submission of invoice and file all applicable returns under GST Law in the stipulated time & any losses of ITC to MDL arising due to delay in submission of invoice or delay in filing will be recovered from their invoice wherever MDL is eligible to avail tax credit. Any default towards payments of tax and / or uploading of monthly returns by supplier / contractor, MDL retains right to withhold payments towards tax portion until the same is corrected & complied by the supplier/ contractor with the requirement of GST along with satisfactory evidence.
 - (viii) Original invoice to be submitted to Bill Receipt Centre at MDL gate and a copy of the invoice to be submitted to the respective stores.
 - (ix) If the GST rating of supplier / contractor on GST portal/ Govt. website is found to be negative/ blacklisted, the MDL reserves the right to reject the offer of such bidders. Similarly, on post placement of the contract/order, MDL shall reimburse GST to the vendor only after he makes the payment of GST and fulfils all requirements as per GST law for successful GST along with penalties/interest, if any, incurred by MDL.
 - (x) In case, MDL is unable to avail ITC, supplier/ contractor at their own cost shall rectify the shortcoming in the returns to be filed immediately thereafter. Further, if the ITC is delayed / denied to MDL/ reversed subsequently as per GST laws due to non/ delayed receipt of goods and/ or services and/ or tax invoices or expiry of timelines prescribed in GST Laws for availing ITC, nonpayment of taxes or non-filing of returns or any other reason not attributable to MDL, such amount shall be recoverable from supplier / contractor along



MAZAGON DOCK SHIPBUILDERS LIMITED, MUMBAI
STANDARD BIDDING DOCUMENT (SBD)
TENDER NO 1600002114 FOR INDIAN COAST GUARD PROJECT

with interest and penalty as levied on MDL under GST Law for the number of days the ITC was delayed. This amount shall be recovered from the SD or any outstanding payments. If the short coming is not rectified by supplier / contractor and MDL ends up in reversal of credits and / or payments, supplier / contractor is fully liable for making good all the loss incurred by MDL as a result of default.

- (xi) If bidder is registered under GST, Suppliers shall be responsible for the financial and non-financial consequences in case of non-compliance of GST provisions/requirements/timelines on their part.

(f) **Custom Duty: Not reimbursable.**

15. Payment Terms:

(a) Advance payment is not applicable for this tender.

(b) **Deliverables:** Main Equipment, OBS, Documentation & Installation Materials

(i) On receipt of Invoice, 95 % of Payment shall be made within 15 days of receipt/completion of material/services subject to acceptance of material/services and as reduced by any deductibles and / or the amount leviable towards liquidated damages, if any plus 100% taxes, duties etc. as applicable.

(ii) Payment of the balance of the value of the supplies/services may be payable and as reduced by any deductibles and / or the amount leviable towards liquidated damages, if any, on submission & confirmation of PS of equivalent amount valid up to warranty period plus 60 days.

(iii) **Part Payment:** MDL does not consider part supply and part payment in general. However, in exceptional circumstances, Lot/part supply will be considered as discussed in TNC and in case part/lot supply is acceptable to MDL, part payment may be considered. If any deliveries are made in parts/lots, then all the invoices received in that month for the supplies would be clubbed and processed

(c) **Services/Training:** 100% payment for all kinds of services like STW, HAT, SAT, installation, commissioning assistance, training wherever included in the same order will be admissible for payment within 15 days against certification by the designated acceptance authority after satisfactory completion of the respective activities/services.

(d) **Warranty Extension:** 100% payment to be made within 15 days on extension of warranty period required by MDL against submission of Invoice, warranty Certificate (on Letter head), submission/extension of earlier Performance Security Bank Guarantee (PSBG) till warranty period plus 60 days.

16. Payment Mode & Documents:

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

(b) **Documents for Payments for Indian Bidders (Goods):**

(i) Suppliers invoice.

(ii) PO copy with amendments if any

(iii) Confirmation of receipt and verification of Bank Guarantee for Advance Payment, Performance security as the case may be.

(iv) Guarantee/Warrantee Certificate

(v) Inspection release note (If applicable)

(c) **Documents for Payments for Services:**

(i) Set of Original + 2 Copies of signed Invoice showing item / activity wise prices as per the Contract / Order.



MAZAGON DOCK SHIPBUILDERS LIMITED, MUMBAI
STANDARD BIDDING DOCUMENT (SBD)
TENDER NO 1600002114 FOR INDIAN COAST GUARD PROJECT

- (ii) SAP Service Sheet signed by CM or above of production/planning dept.
- (iii) Work Done Certificate

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

- (d) **E Invoice:** Wherever 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 notified under Rule 48(4) of the Central GST Rules, 2017 and we are not required to comply with e-Invoicing provisions under GST Act, as our aggregate turnover in any preceding financial year from 2017-18 onwards has not exceeded Rs. 10 Crores as per GST act" (from 1st October 2022- Turnover limit reduced to Rs. 10 Crs. from Rs. 20 Crs.)

17. Exchange Rate Variation (ERV).

- (a) ERV clause is applicable where the delivery period is more than one year (One-year period shall be from date of order) and there is FE content.
- (b) F.E. Elements: **Indigenous bidders quoting imported component should clearly state** Base Exchange rate for each such foreign currency used for converting the foreign exchange content into Indian Rupees and FE content. **The allowed foreign currency for quoting FE content is as under:**
For TS (Y-16101) and NGOPV (Y-16401 to Y-16406): USD, EURO & GBP
For FPV (Y-16501 to Y-16514): USD & EURO
- (c) To work out the variation due to changes (if any) in the exchange rate(s), the base date for this purpose will be the due date of opening of tenders. The variation may be allowed between the above base date and exchange rate applicable on the date of Bill of lading/contractual delivery if bill of lading is delayed whichever is earlier. ERV shall be reimbursed subject to submission of proof and limited to FE content in their offer/actual whichever is less.
- (d) The applicable exchange rates as above will be according to the TT selling rates of exchange as quoted by authorized exchange bankers approved by RBI on the dates in question
- (e) Please note that no upward revision in F.E. content, once specified in the order based on your quote will be entertained.
- (f) FE variation up to +/- 2.5% to be absorbed by either side. FE Variation only on the percentage beyond +/- 2.5% (i.e. upward and downward) at the time of actual import shall be reimbursed/recovered by MDL. for e.g. if there is an FE variation of +/- 8%, then only +/-5.5% shall be reimbursed/recovered by MDL.
- (g) No ERV shall be payable on the portion of contract price paid to the contractor as an interest free advance.
- (h) Wherever stage payment, if any, is allowed with reference to procurement of bulk material, ERV will be limited to the date of such procurement or upto a date three months before scheduled delivery whichever is earlier.
- (i) Any increase or decrease in the customs duty by reason of the variation in the rate of exchange in terms of the contract will be to the buyer's account. In case the delivery period is revised/ extended, ERV will not be admissible, if this is due to the supplier's default; however, ERV benefits arising out of downward trends should be passed on to MDL.
- (j) Following documents are required for claiming ERV.
 - A bill of ERV claim enclosing worksheet.
 - Banker's Certificate / debit advice detailing FE paid & Exchange rate, date of the transaction.
 - Copies of import orders placed on the suppliers.
 - Invoice of supplier for the relevant import orders



MAZAGON DOCK SHIPBUILDERS LIMITED, MUMBAI
STANDARD BIDDING DOCUMENT (SBD)
TENDER NO 1600002114 FOR INDIAN COAST GUARD PROJECT

18. Mode of Dispatch: Road/Rail.

19. Consignee:

- (a) Material scheduled for delivery are to be delivered at MDL (Anik / Sewri / Bond / Electronic store located in Mumbai)
Note:-In order to avoid inconvenience during the delivery of material, it is advisable for supplier to 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.
 - Inspection Release Note (IRN) issued by nominated inspection officer.
 - Delivery Challans clearly indicating MDL Purchase Order No, Inspection Note Details and Packing List co-relating the items in the inspection report.
 - Copy of Warranty Certificate, Preservation Certificate etc.
 - Technical documentation, if applicable.
 - E-Way bill (if applicable) 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/ Heavy consignments, supplier is required to give 2 to 4 day's advance intimation to MDL clearly indicating approx. dimensions and weight of consignments for arranging fork lift/crane for unloading.
- (d) The Consignee details for Base & Depot spares shall be CGSD (Mumbai).
- (e) The consignment must be delivered by giving at least one-week advance notice to CGSD (Mumbai) under intimation to MDL clearly indicating weight, dimensions of the consignment etc.

20. 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 Planning/user dept. (Chief manager & above).
- b. The WDC shall include cumulative statement of jobs carried out till last WDC. The necessary service entry shall be made in SAP system by the WDC certifying authority & will be submitted to the contractor for further invoicing. The WDC shall bear relevant Service Entry Sheet No., PO No. and respective item Sr. No., sub service line item of the PO.
- c. The WDC must clearly mention the mutually agreed completion schedule and actual work done schedule for start date & end date.
- d. 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.

21. Inspection & Testing:

For Goods: TS, NGOPV & FPV: Pre dispatch Inspection will be carried out by MDL nominated TPI (IACS) as per MDL/ICG approved QAP and Receipt Inspection will be carried out by MDL & CGRPT (Mbi).

Other general conditions related to inspection of material are as 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 charges for deputation of the Inspector from respective Inspection Agency is not on supplier account and shall be borne by MDL.**
- (c) The testing charges for samples should be borne by the supplier and this should be made clear at the enquiry stage itself to avoid claims at a later date/or effect on his position in



MAZAGON DOCK SHIPBUILDERS LIMITED, MUMBAI
STANDARD BIDDING DOCUMENT (SBD)
TENDER NO 1600002114 FOR INDIAN COAST GUARD PROJECT

- comparative statement of offers. Any special testing involving financial implications shall be settled prior to placement of the order and such cost should form part of the evaluation.
- (d) **Receipt Inspection:** MDL 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.
- (e) **Rejection of the material:** Any portion of the equipment found defective/rejected, the supplier shall collect the same at his cost from the MDL Yard, all incidental charges being born by supplier, (inclusive of custom duty, if payable), within 30 days from the date of intimation to the supplier of such rejection. The MDL reserves the rights to dispose-off the rejected item at the end of a total period of 90 days in any manner, to the best advantage to the MDL & recover storage charges & any consequential damages, from sale proceeds of such disposal.

For Services:

- (a) The MDL / Vessel owner shall have at all reasonable time access to the contractor's premises and shall have the power at all reasonable time to inspect, examine and test the materials and workmanship of the work during its manufacture there and if a part of the work is being manufactured on other premises, the contractor shall obtain permission for MDL / Vessel owner to inspect as if the work was being manufactured on contractor's own premises.
- (b) Only such work will be accepted and paid for as MDL / Vessel owner may certify to be strictly in accordance with the contract.
- (c) MDL on giving seven days' notice in writing to the contractor setting out any ground of objections which may have in respect of the work shall be at liberty to reject all or any materials of workmanship, the subject of any of the said grounds of objection which are not in accordance with the contract.
- (d) In all cases where the contract provides for tests whether at the premises of the contractor or any sub-contractor or elsewhere the contractor except where otherwise specified shall provide free of charges such labour, materials, electricity, fuel, water, stores, apparatus and instruments as may reasonably be demanded, to carry out efficiently such tests of the work in accordance with the contract and shall at all-time facilitate the MDL / Vessel owner to accomplish such testing.
- (e) The cost of all tests and/or analysis effected at the contractor's or sub-contractor's work and on the site shall be borne by the contractor. The cost of independent test and/or analysis which MDL / Vessel owner may cause to be made and which prove satisfactory will be borne by the Employer but the contractor will be called upon to pay all expenses incurred by the Employer in respect of any work found to be defective or of inferior quality, adulterated or otherwise unacceptable.
- (f) The contractor shall give MDL / Vessel owner, such reasonable notice of the progress of work (and in particular of any work being made ready for shipment or transportation) as will permit inspection, examination and testing and no work shall be painted or prepared for shipment or transportation as the case may be without the consent of the MDL / Vessel owner until the same has been passed by MDL / Vessel owner as being ready for shipment or transportation but no such passing or consent shall relieve the contractor from the liability to complete the contract works in accordance with the contract.



MAZAGON DOCK SHIPBUILDERS LIMITED, MUMBAI
STANDARD BIDDING DOCUMENT (SBD)
TENDER NO 1600002114 FOR INDIAN COAST GUARD PROJECT

22. Loading Criteria:

Deviations sought by the bidder shall be loaded on the bidder/s quoted prices during price evaluation by MDL for ranking of bids to judge L1, as under.

- (a) Varied payment terms quoted by indigenous bidders as compared to the terms stated in the Tender document shall be normalized by adopting the Benchmark Prime Lending Rate of State Bank of India plus 2% thereon on the amount (s) at variation and / or for the period (in no. of days) at variation.
- (b) **Contingency charges (Guarantee extension charges etc.) as applicable shall be added to decide L-1.**
- (c) Delivery of the goods: Delivery at MDL should be responsibility of the supplier. However, for unavoidable reasons, if bids are exclusive of transport and / or insurance, the same will be loaded at the cost to be incurred by MDL.
- (d) For the additional delivery period sought by the bidder over the stipulated date of delivery as per Tender, 0.50% per completed week will be loaded to the quoted price.
- (e) Conversion of foreign currency into Indian Rupee shall be made at the selling exchange rate on the date of opening of price bid. If the date of opening of price bid happens to be holiday or non-transaction day, the exchange rate on immediate previous working day will be adopted. These currency conversion rates could be obtained from RBI/SBI rates as available on Internet. These currency conversion rates would be obtained from the website of 'State Bank of India' (SBI) at www.sbi.co.in.

23. Ranking of Bids: Tender line items are inseparable and non-divisible in nature for respective Projects.

- (a) Ranking of bids shall be done by considering following factors:
 - i. Ranking of bids shall be done by considering all tender line items on total basic cost for Training Ship (Y-16101), NGOPV (Y-16401 to Y-16406) and FPV (Y-16501 to Y-16514) together (Including packing, forwarding, freight, insurance, inspection charges etc) excluding GST (where ITC is available).
 - ii. B&D Spares charges will be excluded from ranking.
 - iii. The applicable loading towards deviations & loading criteria (as applicable) as mentioned at para 22 shall be loaded for ranking purpose
- (b) Discount given, if any, by the bidders, after the last date for submission of the bids but before opening of the price bids, will not be considered for determining the ranking of bids but will be considered after the said bidder is adjudged as L1.
- (c) On-line ranking visible to the bidders after opening Part-II price bid is without loading parameters. However, the L1 bidder will be evaluated offline by applying all applicable loading parameters as per tender and clarifications during techno-commercial scrutiny / TNC meeting.
- (d) Loading/Ranking will be done on original submitted bid at the time of closing of tender. However, in case MDL invites supplementary price bid from technically qualified bidders, then same will also be considered while ranking of bids.

24. Price Negotiation: The price negotiation will be carried out after opening of the price bids inline with MDL guideline.

25. Public Procurement Policy (Preference to Make in India) Order 2017: The Government of India has issued revised Public Procurement (Preference to Make in India) order 2017 on 16th Sep' 2020 as part of its policy to encourage "Make in India" and promote manufacturing and production of goods and services in India with a view to enhancing income and employment. Subject to the provisions of this order and to any specific instructions issued by Nodal Ministry



MAZAGON DOCK SHIPBUILDERS LIMITED, MUMBAI
STANDARD BIDDING DOCUMENT (SBD)
TENDER NO 1600002114 FOR INDIAN COAST GUARD PROJECT

or in pursuance of this order, Purchase Preference shall be given to local suppliers in all the procurements undertaken by MDL in the manner specified below:

(a) **Aspects of 'Preference to Make in India':** The following terminology / definitions used in the policy is enumerated below and applicable to the tender:

(i) **Local content:** means the amount of value added in India which shall be the total value of item (goods, services or works or their combination) under procurement (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value in percent. Different definition of Local Content may be specified by the Nodal Ministry for items assigned to them, which will prevail over above.

Explanatory notes for calculation of local content given above

- i. Imported items sourced locally from resellers / distributors shall be excluded from calculation of local content.
- ii. The license fees / royalties paid / technical charges paid out of India shall be excluded from local content calculation.
- iii. Procurement / Supply of repackaged / refurbished / rebranded imported products as understood commonly shall be treated as reselling of imported products and shall be excluded from calculation of local content, the definition of repackaged / refurbished / rebranded imported products is as follows;
'Refurbishing' means repair or reconditioning of an imported product does not amount to manufacture because no new goods come into existence.
'Repackaging' means repacking of imported goods from bulk pack to smaller packs would not ordinarily amount to manufacture of a new item.
'Rebranding' means relabeling or renaming or change in symbol or logo/makes or corporate image of a company/organization/ firm for an imported product would amount to rebranding.
- iv. To ensure that imported items sourced locally from resellers/distributors are excluded from calculation of local content, procuring entities to obtain from bidders, the cost of such locally-sourced imported items (Inclusive of taxes) along with break-up on license / royalties paid / technical expertise cost etc. sourced from outside India. For items sold by bidder as reseller, OEM certificate for country of origin to be submitted.
- v. For contracts involving supply of multiple items, weighted average of all items to be taken while calculating the local content.

Note:

- a. The local content can be increased by vendors through partnerships, cooperation with local companies, establishing production units in India or Joint Ventures (JV) with Indian suppliers, increasing the participation of local employees in services and training them.
- b. Any participating bidder shall not be Joint Venture/Consortium; except in case of manufacture under license/technology collaboration agreements with phased indigenization under the PPP Make-in-India Policy 2017.

(ii) **Class-I Local Supplier:** means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content of 50%.

(iii) **Class-II Local Supplier:** means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content of 20% but less than that prescribed for "Class-I local supplier".

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



MAZAGON DOCK SHIPBUILDERS LIMITED, MUMBAI
STANDARD BIDDING DOCUMENT (SBD)
TENDER NO 1600002114 FOR INDIAN COAST GUARD PROJECT

(v) **L1:** means the lowest tender or lowest bid or lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.

(vi) **Margin of Purchase Preference:** means the maximum extent to which the price quoted by a **Class-I Local Supplier** may be above the L1 for the purpose of purchase preference. The margin of purchase preference shall be **20%**.

Note:

- (i) Procedure for determination of L1 price shall be as per tender clause 'Ranking of Bids'.
- (ii) Purchase preference shall be given to **Class-I local supplier only**. No Purchase Preference will be given to Class-II or Non-Local Suppliers.
- (iii) If Price/s of all class-I local supplier/s in a tender is more than 20% of L1's price, no purchase preference shall be applicable.

(b) **Eligibility Criteria to bid:**

Class I and Class II local Supplier are eligible to bid for this tender (Non-Local Supplier shall be categorically rejected)

Parallel contract: The tender requirement is for Parallel Contract / Order basis in the ratio of 60:40. The Purchase Preference to MSE & Class I suppliers shall be as per PPP Order shall be applicable.

Minimum local content: The "local content" requirement to categorize a supplier as "Class-I local supplier" is minimum 50%. For "Class-II local supplier", the "local content" requirement is minimum 20%.

(c) **Purchase Preference(PP):**

- a) Purchase preference shall be given to only "Class-I Local Supplier" (Class II Local Supplier are not eligible for purchase preference) in procurements undertaken in the manner specified in the succeeding sub-paras:
- b) The Class-I local suppliers, under PPP-MII Order, participating in any government tender, may or may not be MSEs, as defined under the MSME Act. Similarly, MSEs participating in any government tender, may or may not be Class-I local suppliers. Suppliers may be categorised in following four broad categories for consideration or applicability of purchase preference:

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

- c) In the procurement covered by para above (Para 3(a) of PPP-MII Order, 2017) for which Nodal Ministry has notified sufficient local capacity and competition, only Class-I local suppliers are eligible to bid irrespective of purchase value. Hence, Class-II local suppliers or Non-local suppliers, including MSEs which are Class-II local suppliers/ Non-local suppliers, are not eligible to bid. Purchase preference shall be accorded as under:

- i) L-1 is "MSE Class-I local supplier": 100% of the tendered quantity shall be awarded to L-1.
- ii) L-1 is "Non-MSE but Class-I local supplier"(Divisible in nature): Purchase preference shall be given to MSEs as per PPP-MSE Order. Balance quantity be awarded to the L-1 bidder.



MAZAGON DOCK SHIPBUILDERS LIMITED, MUMBAI
STANDARD BIDDING DOCUMENT (SBD)
TENDER NO 1600002114 FOR INDIAN COAST GUARD PROJECT

- iii) L-1 is "Non-MSE but Class-I local supplier" (Non-Divisible in nature): Purchase preference shall be given to lowest quoting MSE Class-I local supplier as per PPP-MSE Order. If lowest quoting MSE Class-I local supplier does not accept the L-1 rates, the next higher eligible MSE Class-I local supplier is to be given purchase preference and so on. 100% of the tendered quantity shall be awarded to MSE Class-I local supplier accepting L-1 rates. If MSE Class-I local suppliers do not accept L-1 rates, then contract shall be awarded to L-1
- d) In the procurement of goods and services reserved exclusively for procurement from MSEs as per PPP-MSE Order, non-MSEs are not eligible to bid for these items and Purchase preference shall be accorded as under:
 - i) L-1 is "MSE Class-I local supplier": 100% of the tendered quantity shall be awarded to L-1
 - ii) L-1 is "MSE non-Class-I local supplier"(Divisible in nature): Purchase preference shall be given to MSE Class-I local supplier as per PPP-MII Order. Balance quantity be awarded to L-1 bidder.
 - iii) L-1 is "MSE non-Class-I local supplier" (Non-Divisible in nature): First opportunity shall be given to lowest quoting "MSE Class-I local supplier" for matching L-1 bidder as per PPP-MII Order for 100% of the tendered quantity and if lowest quoting "MSE Class-I local supplier" does not accept the L-1 rates, the next higher eligible "MSE Class-I local supplier" is to be given purchase preference and so on. If all "MSE Class-I local suppliers" decline to accept the L-1 rates, then contract shall be awarded to L-1 for 100% of the tendered quantity.
- e) In the procurement of goods or services which are divisible in nature (Para 3A(b) of PPP-MII Order), both MSEs as well as Class-I local suppliers are eligible for purchase preference and the Purchase preference shall be accorded as under:
 - i) L-1 is "MSE Class-I local supplier": 100% of the tendered quantity shall be awarded to L-1
 - ii) L-1 is "Non-MSE but Class-I local supplier": Purchase preference shall be given to MSEs, if eligible, as per PPP-MSE Order. Balance quantity be awarded to L-1 bidder.
 - iii) L-1 is "MSE but non-Class-I local supplier": Purchase preference shall be given to Class-I local suppliers, if eligible, as per PPP-MII Order. Balance quantity be awarded to L-1 bidder.
 - iv) L-1 is "Non-MSE non-Class-I local supplier": Firstly, Purchase preference shall be given to MSEs as per PPP-MSE Order. Thereafter, purchase preference is to be given to Class-I local suppliers for "50% of the tendered quantity minus quantity allotted to MSEs above" as per PPP- MII Order. For the balance quantity, contract be awarded to L-1 bidder. (Kindly refer to the illustrative example in the MoF, DoE OM at Enclosure-II).
- f) In the procurement of goods, services which are covered by para above and which are not divisible in nature, and in procurement of services where the bid is evaluated on price alone (Items covered under Para 3A(c) of PPP-MII Order, 2017) and both MSEs as well as Class-I local suppliers are eligible for purchase preference Purchase preference shall be accorded as under:
 - i) L-1 is "MSE Class-I local supplier": Contract shall be awarded to L-1.
 - ii) L-1 is not "MSE Class-I local supplier" but the "MSE Class-I local supplier" falls within 15% margin of purchase preference. Purchase preference shall



MAZAGON DOCK SHIPBUILDERS LIMITED, MUMBAI
STANDARD BIDDING DOCUMENT (SBD)
TENDER NO 1600002114 FOR INDIAN COAST GUARD PROJECT

be given to lowest quoting "MSE Class-I local supplier". If lowest quoting "MSE Class-I local supplier" does not accept the L-1 rates, the next higher "MSE Class-I local supplier" falling within 15% margin of purchase preference is to be given purchase preference and so on. If all "MSE Class-I local supplier" do not accept L-1 rates, then Para 24.3.4.5(iii) shall be followed.

- iii) If conditions mentioned in sub paras 24.3.4.5(i) and 24.3.4.5 (ii) above are not met i.e. L1 is not "MSE Class-I local supplier" and "MSE Class-I local supplier" is not eligible to take benefit of purchase preference as per PPP-MSE Order or all "MSE Class-I local supplier" do not accept L-1 rates, the contract is to be awarded / purchase preference to be given in different possible scenarios as under:
- a) L-1 is "MSE but non-Class-I local supplier" or "Non-MSE but Class-I local supplier": Contract be awarded to L-1.
 - b) L-1 is "Non-MSE non-Class-I local supplier": Firstly, purchase preference shall be given to eligible MSE as per PPP-MSE Order. If MSEs not eligible or does not accept then purchase preference to be given to eligible Class- I Local supplier as per PPP-MII Order. If Class-I Local supplier is also not eligible or does not accept then contract be awarded to L-1.

- g) Non-local suppliers, including MSEs falling in the category of Non-local suppliers, shall be eligible to bid only against Global Tender Enquiry..
- h) Parallel Contracts: In case of parallel contracts tender also Purchase Preference to MSE & Class I Suppliers shall be applicable and shall be accorded in accordance with para 3B Order Public Procurement (preference to Make in India) Order 2017 dtd 16.09.2020 or amended thereon.

Note:

It is to be noted that there is a difference between Items in a tender "being separable / inseparable" or "being divisible / non-divisible". MDL SAP generated PR has provision for indicating whether scope is separable / inseparable in nature which is required for deciding criteria for ranking of bids i.e. on item-wise or on group wise or on overall basis. Similarly, MDL SAP generated PR also has provision for indicating tendered items are divisible / non-divisible i.e. placing parallel contract of particular item and / or service on multiple suppliers i.e. quantities can be divided at item level between multiple suppliers. Accordingly, tender should clearly specify ranking criteria as applicable, divisibility as one or more of the following and appropriately applicable Purchase preference:

- a. Items/ group of items whether separable and whether ranking will be on item / group wise quote.
- b. Items/ Group of items whether divisible and whether ranking will be on item / group wise quote or on overall basis.
- c. Combination of above. (items above means scope of tender and includes items, services & works).

(d) Declaration/Verification of Local content:

- (i) Participating bidders to indicate the percentage of local content (i.e. value added in India) along with the details of location/s where the local value addition is made, in their bids, item wise or tender wise. The indicated local content percentage shall decide categorization of the vendors as "Class-I Local Supplier" / "Class-II Local Supplier" / "Non-local Supplier". All bidders should declare that the item and service offered meets the minimum local content & indicate its percentage in their offer which shall meet or excel required local content specified in tender. This declaration is necessary even if Custom



MAZAGON DOCK SHIPBUILDERS LIMITED, MUMBAI
STANDARD BIDDING DOCUMENT (SBD)
TENDER NO 1600002114 FOR INDIAN COAST GUARD PROJECT

Duty Exemption and / or ERV (if applicable) are not being sought. Certification as under is to be submitted mandatorily in technical Offer-Part-I bid.

Self-certification by Chief Financial Officer or Other legally responsible person nominated in writing by the Chief Executive or Senior Member / Person with Management Responsibility of Corporation / Partnership / Individual. However, in cases of procurement for value in excess of Rs. 10 Crores, the bidders shall provide a certificate from statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of supplier other than companies) giving the percentage of local content.

- (ii) Bidders to be noted that once the declaration / certification is committed at tender submission stage, the same cannot be altered subsequently at technical negotiation stage or after award of contract otherwise would be treated / considered as false declaration by bidder and necessary action shall be initiated as per tender clause '**Debarment of bidders / suppliers**' of the said Order for debarment.
- (iii) Declared Local Content shall be the basis for categorization of the vendors and tender evaluation. However, MDL reserves the right to undertake detailed examination of declared local content and may call vendor to submit relevant documents.
- (iv) In cases where MDL received the complaint from any vendor or person, along with the fees prescribed below, verification of Declared Local Content shall be carried out by seeking additional info as deemed necessary and the bidders (including unsuccessful bidders) against the tender shall be obliged to furnish the necessary documents. Failing to do so, the vendor may invite penal action as per the provisions of the Order. If MDL possess the capability, then it shall perform the verification. However, if in the opinion of MDL matter needs to be dealt at higher level, then the complaint shall be referred to Nodal Ministry and their fees / expenses / charges applicable as per the Nodal Ministry, if any, shall be borne by the complainant. MDL is authorized to prescribe fees for handling complaints under revised PPP MII 2017 Order. The fees for filing a complaint under the order shall be Rs. 10,000/- per case. The complaint shall be filed to the Chairman, Public Grievance Cell. The fee shall be deposited by complainant in MDL's Account by NEFT.
- (v) On scrutiny of offer, if all the bidders participating in the tender happen to have either not submitted the declaration certificate or not declared / specified the local content percentage in the declaration certificate or specified local content lower than the minimum local content requirement as per the tender, the subject tender shall be cancelled & matter shall be taken up with Ministry, by the user department, as per the procedure indicated at above Purchase Preference Para or as amended by MoD / DPIIT / DoE.
- (vi) On opening of the price bids, if it is identified that there is difference in local content declaration made & local content percentage as per price quoted is now not meeting (i.e. lesser than) the specified tender requirement (i.e. only on the quoted price without any loading) then such bidder shall be disqualified and shall not be considered for ranking purpose. The bid would be treated / considered as given false declaration and necessary action for debarment shall be initiated.

Note: The original of the uploaded copy of Local Content Declaration shall be received in MDL within seven MDL working days from the tender closing date. Not receipt of the same is a "liable for bid rejection" criteria.

(e) PPP MSE Order 2012:

Purchase Preference under PPP MSE Order 2012 shall prevail over Purchase preference under PPP MII Order 2017. Bidders to be noted that, in case of participation of MSE and Local Supplier against a same tender, MSE bidder will be given preference over other bidders to match with L1 bidder provided it has chosen Purchase Preference under PPP MSE Order 2012 in the tender & it is meeting Purchase Preference Criteria as per Public



MAZAGON DOCK SHIPBUILDERS LIMITED, MUMBAI
STANDARD BIDDING DOCUMENT (SBD)
TENDER NO 1600002114 FOR INDIAN COAST GUARD PROJECT

Procurement Policy for MSEs Order 2012. Bidder has to indicate his choice for Purchase Preference which will not be permitted to be changed once bid is opened.

Purchase Preference under PPP MSE Order 2012 shall prevail over Purchase preference under PPP MII Order 2017 and Purchase preference shall be accorded as per para 27(c)(a).

(f) Price negotiation & contract placement:

- (i) MDL has right to negotiate with L1 bidders on the quoted prices. However, it shall be ensured that Local Content percentage as declared by the vendor is maintained or increased but not reduced.
- (ii) After the contract is awarded and the supplies are completed, the supplier shall provide a "Local content certificate" (in the format provided at the time of PO placement) declaring the actual Local content percentage achieved while executing the contract. In case of failure to provide Local Content Certificate for the executed order within reasonable time, the issue be referred for debarment.

Note: In cases of procurement for value in excess of Rs. 10 Crores, the supplier shall provide a Local Content certificate (in the format provided at the time of PO placement) from statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of supplier other than companies) giving the percentage of local content.

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

Note: The Actual Local Content Certificate as above, shall be mandatorily submitted by the successful bidder post execution of PO.

(g) Debarment of bidders / suppliers:

- (i) False declaration will be in breach of Code of Integrity under Rule 175(1)(i)(h) of GFR 2017 for which a bidder or its successors can be debarred for up to 2 years as per Rule 151(iii) of GFR 2017 along with such other actions as may be permissible under law.
- (ii) A supplier who has been debarred by any procuring entity for violation of said Order shall not be eligible for preference under said Order for procurement by any other procuring entity for the duration of debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities, in such a manner that ongoing procurements are not disrupted.

- (h) **Reciprocity Clause:** Entities of countries which have been identified by the nodal Ministry/ Department as not allowing Indian companies to participate in their Government procurement for any item related to that nodal Ministry shall not be allowed to participate in Government procurement in India for all items related to that nodal Ministry/ Department, except for the list of items published by the Ministry/ Department permitting their participation.

26. Liquidated Damage: If the contractor fails to deliver any or all of the Goods or fails to perform the incidental Works/ Services (e.g. installation, commissioning or operator training) within the time frame(s) incorporated in the contract, MDL shall, without prejudice to other rights and remedies available to MDL under the contract, deduct from the contract price, as agreed liquidated damages, but not as a penalty, a sum equivalent to the 0.5 % percent (excluding taxes) of the delivered price of the delayed Goods and/ or incidental Works/ Services for each week of



MAZAGON DOCK SHIPBUILDERS LIMITED, MUMBAI
STANDARD BIDDING DOCUMENT (SBD)
TENDER NO 1600002114 FOR INDIAN COAST GUARD PROJECT

delay or part thereof until actual delivery or performance, subject to a maximum deduction of the 5% of the delayed Goods' or incidental Works/ Services' contract price(s). Besides liquidated damages during such a delay, the denial clause shall also apply. Any failure or delay by any sub-contractor, though their employment may have been sanctioned shall not be admitted as a ground for any extension of time or for exempting the contractor from liability for any such loss or damage as aforesaid.

27. **Integrity Pact (IP):** Not Applicable.

28. Freak Low Bid:

- (a) If the quoted L-1 rate is less than estimate by more than 40% w.r.t. estimate and if the quoted L-1 rate is less than L2 by more than 30% w.r.t. L2 then such quote is shall be treated as freak low quote.
- (b) In case of freak low quote, meeting may be held with L-1 bidder to ascertain whether the quoted prices are "workable". The proper justification shall be given by the bidder.

29. **Option Clause:** MDL the right to increase/decrease the ordered quantity by up to 50 % at any time, till final delivery date (or the extended delivery date of the contract), by giving reasonable notice even though the quantity ordered initially has been supplied in full before the last date of the delivery period (or the extended delivery period)

30. **Book Examination Clause:** Not Applicable.

31. **Progress Monitoring & Review Mechanism:** The required dates are indicated in tender. On placement of order a kick off meeting is to be held in MDL to chalk out the sequence and priority of the activities and the deliverables in line with the prevailing construction status of the ship. In this meeting, a progress monitoring team shall be constituted comprising vendor's representative engineer, MDL's executives (one each from Planning, Design and Ship Manager). This team shall carry out periodic reviews (initially quarterly followed by monthly reviews) to decide and chalk out the detailed sequence and priority of the completion of work and deliverables. The vendor would have to adhere to the recommendations and decisions of the said team while executing the work.

32. **Hindrance Register:** All hindrances with date of occurrences and removal shall be noted in the Hindrance Register. The Hindrance Register shall document reasons for the delay vis-à-vis the mutually agreed schedule. All hindrances such as delay in MDL Inputs (Drawings/Material/Documents/Services/ Inspection call), delay by TPI/Inspection Agency/Customer(Navy), delay on account of specialist services, non-performance by the contractor, delinquency by the vendor, force majeure or any other relevant reason shall be recorded. The Hindrance Register shall be signed by the reps. of both MDL as well as Contractor. Executive in the rank of Chief Manager and above shall be the nodal executive of the User Department.

33. **Public Grievance Cell:** A public grievance cell headed by Shri R. R. Kumar, ED (EY) has been set up in the company. Members of public having complaints or grievances are advised to contact above Authorities on Wednesday between 10.00 hours and 12.30 hours in his office at 3rd Floor, West Block, Mazagon Dock Shipbuilders Ltd or send their complaints / grievances to him in writing for redressal. Telephone No. is 23762106(MDL).



MAZAGON DOCK SHIPBUILDERS LIMITED, MUMBAI
STANDARD BIDDING DOCUMENT (SBD)
TENDER NO 1600002114 FOR INDIAN COAST GUARD PROJECT

34. **Working on MDL Holidays:** Intimation for working on Saturday / Sunday / holidays if required, should be submitted 2 working days prior to the date of holiday indicating names of personnel to Personnel Department and Security through concerned Department.

35. **Non-Disclosure Agreement:** Not Applicable

36. **Breach of Obligation:**

In case of breach of any obligation mentioned under, the bidder shall be disqualified / debarred from the bidding process for a period of one year from the date of notification;

- i) Bidder has withdrawn / modified / amended / impaired / derogated from the tender during the period of bid validity.
- ii) Bidder fails or refuses to execute the contract upon notification of acceptance of bid by MDL during the period of bid validity.

37. **Inter Project Service Transfer (IPST):** Not Applicable.

38. **Free Issue Material:** Not Applicable.

39. **Parallel Order** Not Applicable.

40. **Offset Policy:** Not Applicable.

41. **Land Border:**

a) This clause is applicable from a country which shares a land border with India" for the purpose of this Order means: -

- i) An entity incorporated, established or registered in such a country; or
- ii) A subsidiary of an entity incorporated, established or registered in such a country; or
- iii) An entity substantially controlled through entities incorporated, established or registered in such a country; or
- iv) An entity whose beneficial owner is situated in such a country; or
- v) An Indian (or other) agent of such an entity; or
- vi) A natural person who is a citizen of such a country; or
- vii) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

b) Bidders from a country sharing land border with India shall Mandatorily requires registration with registration Committee by the Department for promotion of Industry and Internal Trade (DPIIT). Registration shall not be applicable for the bidders from those country to which the Government of India has extended Line of credit or in which the government of India is engaged in development project.

c) Bidder shall comply orders issued by ministry of Finance department of expenditure Vide OM 6/18/2019- PPD dated 23 July 2020 & 24 July 2020 and OM No F.7/10/2021/-PPD(1) dated 23.02.2023.

42. **Restrictions Regarding Personnel Deployed:** Not Applicable.

43. **Limitation of Liability**

- (a) **Cap on Liability:** The total liability of the Vendor/Supplier, whether in contract, tort (including negligence), or otherwise, shall not exceed **100% of the total contract value.**
- (b) **Exclusion 01 Certain Damages:** To the fullest extent permitted by applicable law, neither party shall be liable to the other for any indirect, incidental, consequential, special, punitive



MAZAGON DOCK SHIPBUILDERS LIMITED, MUMBAI
STANDARD BIDDING DOCUMENT (SBD)
TENDER NO 1600002114 FOR INDIAN COAST GUARD PROJECT

or exemplary damages, including but not limited to loss of Profits, loss of business opportunity, unused production, loss of product, damage to reputation, arising out or in connection with this agreement, whether in contract or tort (including negligence), strict liability, or otherwise.

(c) **Exclusions from Cap on Liability:** The cap on liability shall not apply to:

- Liability arising from wilful misconduct, gross negligence, or fraud by the Vendor/Supplier.
- Breach of confidentiality obligations or infringement of intellectual property rights.
- Indemnity obligations for third-party claims.
- Non-compliance with applicable laws, regulations, or statutory obligations.
- Liquidated Damages expressly agreed upon by the parties. Breach of obligations of Integrity Pact (IP).
- Any other liability that cannot be limited or excluded under Applicable Law.

(d) **Mutuality:** The liability cap shall apply mutually to both parties unless otherwise agreed in writing.

44. Workmen Safety and Insurance: The service provider shall alone be fully responsible for safety and security and insurance or life insurance of their personnel who is working on the operation and maintenance works. The service providers shall take out and maintain, and shall cause any Subcontractors to take out and maintain, at their (or the Subcontractors', as the case may be) own cost but on terms and conditions approved by the MDL, insurance against the risks, and for the coverage, as shall be specified in the **SCC**; and at the MDL's request, the service providers shall provide evidence to the MDL showing that such insurance has been taken out and maintained and that the current premiums have been paid. The service provider shall provide and ensure sufficient protection gears like safety shoes, hand gloves, ladders, etc. are being used by their workers while carrying out works. The MDL shall not be liable for any compensation in case of any fatal injury/death caused to or by any man power while performing/discharging their duties/ for inspection or otherwise.

45. Right to Reject any or all Bids: MDL reserves its right to accept or reject any or all Bids, abandon/ cancel the Tender process, and issue another tender for the same or similar Goods/Services at any time before the award of the contract. It would have no liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for such action(s).

46. Cancellation of Procurement Process/ Rejection of All Bids/Re-tender: If competition is lacking, then in such cases lack of competition shall not be determined solely on the basis of the number of Bidders. Even when only one Bid is submitted, the process may be considered valid provided following conditions are satisfied:

- a) The procurement was satisfactorily advertised and sufficient time was given for submission of bids.
- b) The qualification criteria were not unduly restrictive; and
- c) Prices are reasonable in comparison to market values

The decision to cancel the procurement and reasons for such a decision shall be communicated to all bidders that participated in the procurement process. During Re-tendering, all participated bidders of earlier tender shall be informed.



MAZAGON DOCK SHIPBUILDERS LIMITED, MUMBAI
STANDARD BIDDING DOCUMENT (SBD)
TENDER NO 1600002114 FOR INDIAN COAST GUARD PROJECT

- 47. Conflict of Interest among Bidders/ Agents:** A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of MDL's interests. The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:
- (i) they have controlling partner (s) in common; or
 - (ii) they receive or have received any direct or indirect subsidy/ financial stake from any of them; or
 - (iii) they have the same legal representative/agent for purposes of this bid; or
 - (iv) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder; or
 - (v) Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/ Assemblies from one bidding manufacturer in more than one bid.
 - (vi) In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorise only one agent/dealer. There can be only one bid from the following:
 - 1. The principal manufacturer directly or through one Indian agent on his behalf; and
 - 2. Indian/foreign agent on behalf of only one principal.
 - (vii) Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid;
 - (viii) In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business
- Note:** The undertaking by the bidders for above para (Conflict of Interest among Bidders/ Agents) shall be submitted/uploaded along with Part I bid.
- 48. Corrigendum to Tender Document:** Before the deadline for submitting bids, MDL may update, amend, modify, or supplement the information, assessment or assumptions contained in the Tender Document by issuing a corrigendum. The corrigendum shall be published in the same manner as the original Tender Document. Without any liability or obligation, the Portal may send intimation of such corrigendum to bidders who have downloaded the document under their login. However, the bidders' responsibility is to check the website(s) for any corrigendum. Any corrigendum thus issued shall be considered a part of the Tender Document. To give reasonable time to the prospective bidders to take such corrigendum into account in preparing their bids, MDL may suitably extend the deadline for the bid submission, as necessary. After MDL makes such modifications, any Bidder who has submitted his bid in response to the original invitation shall have the opportunity to either withdraw his bid or re-submit his bid superseding the original bid within the extended time of submission.
- 49. Contacting MDL during the evaluation:** If a Bidder needs to contact MDL for any reason relating to this tender and/ or its bid, it should do so only in writing or electronically. Any effort by a Bidder to influence MDL during the processing of bids, evaluation, bid comparison or award decisions shall be construed as a violation of the Code of Integrity, and bid shall be liable to be rejected as nonresponsive in addition to other punitive actions for violation of Code of Integrity as per the Tender Document.



MAZAGON DOCK SHIPBUILDERS LIMITED, MUMBAI
STANDARD BIDDING DOCUMENT (SBD)
TENDER NO 1600002114 FOR INDIAN COAST GUARD PROJECT

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

51. Registration on Government E-Marketplace (GeM) Portal: Bidders shall mandatorily obtain the unique GeM Seller ID and submit the same to MDL prior to Price Bid opening. Requirement of unique GeM Seller ID is applicable only where the total amount of bid is more than Rs. 25 lakhs (inclusive of taxes etc.). Non-submission of Unique GeM Seller ID is under rejection criteria.

52. Additional Instructions:

- (a) Bidder shall abide to all tender terms & conditions including General Conditions of Contract (GCC).
- (b) The bidder shall also abide to all statutory requirements, Official Secret Act 1923, Security and Safety Rules as per references, which are part of this tender. If contractors' employees are not adhering to the health, safety and environment norms and the contractors not equipping their employees with suitable safety gears, will be viewed seriously. For non-adherence to above will be levied as per extant guidelines of Security and Safety Rules prevailing time to time, to the contractor without prejudice to other rights to enforce the safety requirements.
- (c) MDL shall not be bound by any printed conditions or provisions in the sellers bid forms or acknowledgement of contract, invoices, packing list and any other documents which purport to impose any conditions at variance with the tender terms / final negotiated & accepted terms.
- (d) In case of improper on-line filling or non-submission of Acceptance formats for Tender Enquiry Form (TEF), GCC, it shall be presumed that all our tender terms & conditions are acceptable to the bidder.
- (e) Wherever the clauses in tender document (Part A) are getting repeated in GCC, then in such cases bidders are requested to refer the clauses in the tender doc (Part A) and offer their comments/acceptance, accordingly.

53. E-Portal and E-Tender Guidance:

- a) **Submission of bids against e-Tenders:** The bidder is required to quote online on the e-Procurement website www.eprocuremdl.nic.in by the deadline, by submitting the Techno-commercial Bid & Price Bid in Electronic format only. The prices/quotes & a few declarations shall have to be entered/uploaded by the bidder online in the Tender's entry forms & other bid documents' scanned/soft copies shall have to be uploaded as part of the bid. All bids should be digitally signed using DSC (as explained below).



MAZAGON DOCK SHIPBUILDERS LIMITED, MUMBAI
STANDARD BIDDING DOCUMENT (SBD)
TENDER NO 1600002114 FOR INDIAN COAST GUARD PROJECT

- b) To participate in e-Tender (s), every bidder must register themselves on the ASP's website (*registration is free of cost*) & must possess a legally valid Class-IIB or above Digital Signature Certificate (DSC) as per IT Act-2000, using which they can sign their electronic bids. The DSC can be procured from any Certifying Authority (CA) authorized by Controller of Certifying Authorities (CCA) of Govt. of India.
- c) National Informatics Centre (NIC) have been appointed by MDL as the Application Service Provider (ASP).
- d) Online User Manual is available on the website for the guidance of users & for participating in the e-Procurement/ e-Tendering, the bidder must ensure having the requisite (IT) infrastructure at their office premises.
- e) For any further details of e tendering & digital signatures, please contact 0120- 4200462, 0120-4001002, 8826246593, eproc-support@gov.in.
- f) Problems in hardware/software, internet connectivity, system configurations, Browser setting etc., for whatsoever reason shall not be considered for extension of tender closing date and time.
- g) MDL will not be responsible for an error in downloading of tender documents from web by the bidders. The version appearing on MDL website will be considered final and authentic.

54. Contact Details for Queries: All bidders are requested to get their queries, if any, clarified in advance (i.e. 7 days in advance to tender closing date) to avoid last minute delay. In case of any clarifications regarding tender, bidders are requested to contact the following executives.

55.

Department	Name of Executives	Contact No	Email
Technical	Mr. Vinit Wagh, AGM/PE(D-CGP)	022-2376 3029	vswagh@mazdock.com
	Mr. Peter Singh Banerjee, CM(D-L&Wn))	022-2376 3045	psban@mazdock.com
Commercial	Mr. D S Chavan, DGM/PE(C-CGP)	022-2376 2782	dschavan@mazdock.com
	Mr. Vishal salvi, M(C-CGP)	022-2376 2760	vmsalvi@mazdock.com

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

Yours faithfully,

**For MAZAGON DOCK SHIPBUILDERS
LIMITED**

**VISHAL SALVI
MANAGER (COMMERCIAL – CGP)**



MAZAGON DOCK SHIPBUILDERS LIMITED, MUMBAI
STANDARD BIDDING DOCUMENT (SBD)
TENDER NO 1600002114 FOR INDIAN COAST GUARD PROJECT

Section III - General Conditions of Contract (GCC) for Goods and Services

The word 'Purchaser' refers to MAZAGON DOCK SHIPBUILDERS LIMITED, (MDL), a Company registered under the Indian Companies Act, 1913 and it includes its successors or assignees. The word 'Bidder' (including the term 'tenderer', 'consultant' 'vendor' or 'service provider' in certain contexts) means any legal entity such as firm(s) of Proprietorship / Partnership Firm / Limited Liability Partnership / Private Limited / Limited company / Society registered under Society's Act / Statutory Bodies/ Consortium/ Joint Venture etc. participating in a procurement process.

The word 'Owner' means the person or authority with whom Mazagon Dock Shipbuilders Limited (Purchaser) has contracted to carry out work in relation to which orders are placed by the Purchaser on the Bidder/Supplier/Contractor under this contract for supply or manufacture of certain items and would include Department of Defence Production, Ministry of Defence, Government of India, the Indian Navy, the Coast Guard and any other specified authority.

1. Tenets of Interpretation (Applicable for Goods and Services):

Unless where the context requires otherwise, throughout the contract:

- (i) The heading of these conditions shall not affect the interpretation or construction thereof.
- (ii) Writing or written includes matter either whole or in part, in digital communications, manuscript, typewritten, lithographed, cyclostyled, photographed, or printed under or over signature or seal or digitally acceptable authentication, as the case may be.
- (iii) Words in the singular include the plural and vice-versa.
- (iv) Words importing the masculine gender shall be taken to include other genders, and words importing persons shall include any company or association or body of individuals, whether incorporated or not.
- (v) Terms and expression not herein defined shall have the meanings assigned to them in the contract Act, 1872 (as amended) or the Sale of Goods Act, 1930 (as amended) or the General Clauses Act, 1897 (as amended) or of INCOTERMS, (current edition published by the International Chamber of Commerce, Paris) as the case may be.
- (vi) Any reference to 'Goods' shall be deemed to include the incidental Works/ Services also.
- (vii) Any generic reference to GCC shall also imply a reference to TEF as well.
- (viii) In case of conflict, provisions of TEF shall prevail over those in GCC.
- (ix) Any reference to 'Contract' shall be deemed to include all other documents (inter-alia GCC, TEF).
- (x) Any reference to any legal Act, Government Policies or orders shall be deemed to include all amendments to such instruments, from time to time, till date.
- (xi) Fall Clause shall be expressly applicable in the case of Rate Contract.

2. Language of Contract (Applicable for Goods and Services):

Unless otherwise stipulated in TEF, the contract shall be written in the Official Language or English. All correspondence and other contract documents, which the parties exchange, shall also be written/ translated accordingly in that language. For purposes of interpretation of the contract, the English documents/ translation shall prevail.

3. Governing Laws and Jurisdiction (Applicable for Goods and Services):

3.1 Governing Laws and Jurisdiction:

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



MAZAGON DOCK SHIPBUILDERS LIMITED, MUMBAI
STANDARD BIDDING DOCUMENT (SBD)
TENDER NO 1600002114 FOR INDIAN COAST GUARD PROJECT

a place shall alone have jurisdiction to decide any dispute arising out or in respect of the contract.

3.2 Changes in Laws and Regulations

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

4. Confidentiality, Secrecy and IPR Rights (Applicable for Goods and Services):

- (i) **IPR Rights:** All deliverables, outputs, plans, drawings, specifications, designs, reports, and other documents and software submitted by the contractor under this Contract shall become and remain the property of MDL and subject to laws of copyright and must not be shared with third parties or reproduced, whether in whole or part, without MDL's prior written consent. The contractor shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to MDL, together with a detailed inventory thereof. The contractor may retain a copy of such documents and software but shall not use it for any commercial purpose.
- (ii) **Confidentiality:** All documents, drawings, samples, data, associated correspondence or other information furnished by or on behalf of MDL to the contractor, in connection with the contract, whether such information has been furnished before, during or following completion or termination of the contract, are confidential and shall remain the property of MDL and shall not, without the prior written consent of MDL neither be divulged by the contractor to any third party, nor be used by him for any purpose other than the design, procurement, or other services and work required for the performance of this Contract. If advised by MDL, all copies of all such information in original shall be returned on completion of the contractor's performance and obligations under this contract.
- (iii) **Secrecy:** If the Contract declares the subject matter of this Contract as coming under the Official Secrets Act, 1923 or if the contract is marked as "Secret", the contractor shall take all reasonable steps necessary to ensure that all persons employed in any connection with the contract, have acknowledged their responsibilities and penalties for violations under the Official Secrets Act and any regulations framed thereunder.
- (iv) **Obligations of the contractor:**
 - a) Without MDL's prior written consent, the contractor shall not use the information mentioned above except for the sole purpose of performing this contract.
 - b) The contractor shall treat and mark all information as confidential (or Secret – as the case may) and shall not, without the written consent of MDL, divulge to any person other than the person(s) employed by the contractor in the performance of the contract. Further, any such disclosure to any such employed person shall be made in confidence and only so far as necessary for such performance for this contract.
 - c) Notwithstanding the above, the contractor may furnish to its holding company or its Subcontractor(s) such documents, data, and other information it receives from MDL to the extent required for performing the contract. In this event, the contractor shall obtain from such holding company/ Subcontractor(s) an



MAZAGON DOCK SHIPBUILDERS LIMITED, MUMBAI
STANDARD BIDDING DOCUMENT (SBD)
TENDER NO 1600002114 FOR INDIAN COAST GUARD PROJECT

undertaking of confidentiality (or secrecy – as the case may be) similar to that imposed on the contractor under the above clauses.

- d) The obligation of the contractor under sub-clauses above, however, shall not apply to information that:
 - (i) the contractor needs to share with the institution(s) participating in the financing of the contract;
 - (ii) now or hereafter is or enters the public domain through no fault of Contractor;
 - (iii) can be proven to have been possessed by the contractor at the time of disclosure and which was not previously obtained, directly or indirectly, from MDL; or
 - (iv) otherwise lawfully becomes available to the contractor from a third party that has no obligation of confidentiality.
- e) The above provisions shall not in any way modify any undertaking of confidentiality (or Secrecy – as the case may be) given by the contractor before the date of the contract in respect of the contract/ the Tender Document or any part thereof.
- f) The provisions of this clause shall survive completion or termination for whatever reason of the contract.

5. Permits, Approvals and Licenses (Applicable for Goods and Services):

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

6. Transfer of Title of Goods (Applicable for Goods):

- (i) Unless otherwise stated in the contract, notwithstanding any inspection and approval by the Inspecting Officer on the contractor's premises, or any payments made to the contractor, property in the Goods (and resultant rights and liabilities) shall not pass on to MDL until the Goods have been received, inspected, and accepted by the consignee. The Goods and every constituent part thereof, whether in the possession or control of the contractor, his agents or servants or a carrier, or the joint possession of the contractor, his agents or servants and MDL, his agents, or servants, shall remain in every respect at the risk of the contractor, until their actual delivery to a person stipulated in the contract as the interim consignee for despatch to the consignee. The Contractor shall be responsible for all loss, destruction, damage, or deterioration of or to the Goods from any cause whatsoever while the Goods after approval by the Inspecting Officer are awaiting despatch or delivery or are in the course of transit from the contractor to the consignee or, as the case may be, interim consignee. The Contractor shall alone be entitled and responsible for making claims against any carrier in respect of non-delivery, short delivery, mis-delivery, loss, destruction, damage, or deterioration of the Goods entrusted to such carrier by the contractor for transmission to the consignee or the interim consignee as the case may be.
- (ii) Provided that where, under the terms of the contract, the Goods are required to be delivered to an interim consignee for despatch to the consignee, the Goods shall be at MDL's risk after their delivery to the interim consignee.



MAZAGON DOCK SHIPBUILDERS LIMITED, MUMBAI
STANDARD BIDDING DOCUMENT (SBD)
TENDER NO 1600002114 FOR INDIAN COAST GUARD PROJECT

7. Extension of Delivery Period (Applicable for Goods):

- (i) If at any time during the currency of the contract, the contractor encounters conditions hindering timely delivery of the Goods and performance of incidental Works/ Services, he shall promptly inform MDL in writing about the same and its likely duration. He must make a request to MDL for an extension of the delivery schedule. On receiving the contractor's communication, MDL shall examine the situation and, at its discretion, may agree to extend the delivery schedule, with or without liquidated damages and with and without denial clause by issuing an amendment to the contract.
- (ii) **Conditions for Extension of Delivery Period:** When the period of delivery is extended due to unexcused delay by the contractor, the amendment extending the delivery period shall, inter alia, be subject to the following conditions:
 - a. **Liquidated Damages:** MDL shall recover from the contractor, under the provisions of this clause, liquidated damages on the Goods and incidental Works/ Services, which the contractor has failed to deliver within the delivery period stipulated in the contract.
 - b. **Denial Clause:**
 - (i) No increases in price on account of any statutory increase in or fresh Imposition of GST, customs duty or on account of any other taxes/ duty/ cess/ levy), leviable in respect of the Goods and incidental Works/ Services stipulated in the said contract which takes place after the original delivery date, shall be admissible on such of the said Goods, as are delivered after the said date; and
 - (ii) Notwithstanding any stipulation in the contract for an increase in price on any other ground, including price variation clause or foreign exchange rate variation, or any other variation clause, no such increase after the original delivery date shall be admissible on such goods delivered after the said date.
 - (iii) Nevertheless, MDL shall be entitled to the benefit of any decrease in price on account of reduction in or remission of GST, customs duty or on account of any other Tax or duty or any other ground as stipulated in the price variation clause or foreign exchange rate variation or any other variation clause which takes place after the expiry of the original delivery date.
- (iii) **Liquidated damages**
If the contractor fails to deliver any or all of the Goods or fails to perform the incidental Works/ Services (e.g. installation, commissioning or operator training) within the time frame(s) incorporated in the contract, MDL shall, without prejudice to other rights and remedies available to MDL under the contract, deduct from the contract price, as agreed liquidated damages, but not as a penalty, a sum equivalent to the 0.5 % percent (excluding taxes) of the delivered price of the delayed Goods and/ or incidental Works/ Services for each week of delay or part thereof until actual delivery or performance, subject to a maximum deduction of the 5% of the delayed Goods' or incidental Works/ Services' contract price(s). Besides liquidated damages during such a delay, the denial clause shall also apply. Any failure or delay by any sub-contractor, though their employment may have been sanctioned shall not be admitted as a ground for any extension of time or for exempting the contractor from liability for any such loss or damage as aforesaid.

8. Defaults, Breaches & Termination of Contract (Applicable for Goods and Services):

- (i) Termination due to Breach, Default, and Insolvency



MAZAGON DOCK SHIPBUILDERS LIMITED, MUMBAI
STANDARD BIDDING DOCUMENT (SBD)
TENDER NO 1600002114 FOR INDIAN COAST GUARD PROJECT

- a. **Defaults and Breach of Contract:** In case the contractor undergoes insolvency or receivership; neglects or defaults, or expresses inability or disinclination to honour his obligations relating to the performance of the contract or ethical standards or any other obligation that substantively affects MDL's rights and benefits under the contract, it shall be treated as a breach of Contract. Such defaults could include inter-alia:
- (i) **Default in Performance and Obligations:** If the contractor fails to deliver any or all of the Goods or fails to perform any other contractual obligations (including Code of Integrity or obligation to maintain eligibility and Qualifications based on which contract was awarded) within the period stipulated in the contract or within any extension thereof granted by MDL.
 - (ii) **Insolvency:** If the contractor being an individual or if a firm, any partner thereof, shall at any time, be adjudged insolvent or shall have a receiving order or order for the administration of his estate made against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or enter into any assignment or composition with his creditors or suspend payment or if the firm be dissolved under the Partnership Act, or
 - (iii) **Liquidation:** if the contractor is a company being wound up voluntarily or by order of a Court or a Receiver, Liquidator or Manager on behalf of the Debenture-holders is appointed, or circumstances shall have arisen which entitle the Court or Debenture-holders to appoint a Receiver, Liquidator or Manager.
- b. **Notice for Default:** As soon as a breach of contract is noticed, a show-cause 'Notice of Default' shall be issued to the contractor, giving two weeks' notice, reserving the right to invoke contractual remedies. After such a show-cause notice, all payments to the contractor would be temporarily withheld to safeguard needed recoveries that may become due on invoking contractual remedies.
- c. **Terminations for Default:**
- (i) **Notice for Termination for Default:** In the event of unsatisfactory resolution of 'Notice of Default' within two weeks of its issue as per sub-clause above, MDL if so decided, shall by written Notice of Termination for Default sent to the contractor, terminate the contract in whole or in part, without compensation to the contractor.
 - (ii) Such termination shall not prejudice or affect the rights and remedies, including under sub-clause below, which have accrued and/ or shall accrue to MDL after that.
 - (iii) Unless otherwise instructed by MDL, the contractor shall continue to perform the contract to the extent not terminated. All warranty obligations, if any, shall continue to survive despite the termination.
- d. **Contractual Remedies for Breaches/Defaults or Termination for Default:** If there is an unsatisfactory resolution within this period, MDL shall take one; or more of the following contractual remedies.
- (i) Temporary withhold payments due to the contractor till recoveries due to invocation of other contractual remedies are complete.
 - (ii) Call back any loaned property or advances of payment, if any, with the levy of interest at the prevailing rate (MIBID - Mumbai Interbank Bid Rate).
 - (iii) Recover liquidated damages and invoke denial clause for delays.
 - (iv) Encash and/ or Forfeit performance or other contractual securities.
 - (v) Prefer claims against insurances, if any.



MAZAGON DOCK SHIPBUILDERS LIMITED, MUMBAI
STANDARD BIDDING DOCUMENT (SBD)
TENDER NO 1600002114 FOR INDIAN COAST GUARD PROJECT

- (vi) Terminate contract for default, fully or partially including its right for Risk-and-Cost Procurement as per following sub-clause.
- (vii) **Risk and Cost Procurement:** In addition to termination for default, MDL shall be entitled, and it shall be lawful on his part, to procure Goods same to those terminated, with such terms and conditions and in such manner as it deems fit at the "Risk and Cost" of the contractor. Such 'Risk and Cost Procurement' must be contracted within one year from the breach of Contract. The Contractor shall be liable for any loss which MDL may sustain on that account provided the procurement, or, if there is an agreement to procure, such agreement is made. The Contractor shall not be entitled to any gain on such procurement, and the manner and method of such procurement shall be in the entire discretion of MDL. It shall not be necessary for MDL to notify the contractor of such procurement. It shall, however, be at the discretion of MDL to collect or not the security deposit from the firm/ firms on whom the contract is placed at the risk and cost of the defaulted firm.
Note: Regarding the Goods which are not readily available in the market and where procurement difficulties are experienced, the period for making risk procurement shall be nine months instead of six months provided above.
- (viii) Initiate proceedings in a court of law for the transgression of the law, tort, and loss, not addressable by the above means.

9. Closure of Contract (Applicable for Goods and Services):

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

10. General (Applicable for Goods and Services)

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

11. Communication and language for documentation (Applicable for Goods and Services)

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

12. Preservation and maintenance: (Applicable for Goods)

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

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

13. Freight and insurance. (Applicable for Goods)

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



MAZAGON DOCK SHIPBUILDERS LIMITED, MUMBAI
STANDARD BIDDING DOCUMENT (SBD)
TENDER NO 1600002114 FOR INDIAN COAST GUARD PROJECT

14. **Demurrage (Applicable for Goods):** Storage, and Demurrage, fines etc. charges will be payable by the Bidder / Supplier / Contractor for all shipments in case of improper documentation, wrong declarations, error in weight measurements, packing list, invoice, late receipt of documents etc. i.e. for reasons which are not attributable to the purchaser.
15. **Cancellation of tender** (Applicable for Goods and Services)
The Purchaser reserves the right to cancel/withdraw the tender in toto or part and or award the contract / order in full or part without assigning any reason whatsoever and without thereby incurring any liability to the affected Bidder or Bidders or any obligations to inform the affected Bidder or Bidders of the grounds for MDL action.
16. **Facility provision** (Applicable only for Services)
The Purchaser would consider providing facilities like - compressed air at one point, crange facility for handling heavy loads for lowering onto the ship and water intended for use by the Contractor / Bidder for execution of contract for working within the Purchaser's premises at no extra cost to the Contractor / Bidder. Industrial gases, electrical power, office space / RU store facility may be provided at one point only if possible and available and on chargeable basis if so desired by the Contractor / Bidder. The contractor / Bidder shall make his own arrangements for fixing necessary fittings, wires, welding machines, transformer, etc. for power, connecting lines, storage etc for water and necessary fittings, pipes, breaker, hoses etc. for compressed air.
17. **Purchaser's property.** (Applicable for Goods and Services)
All property (such as materials, drawings, documents etc.) issued by the Purchaser or any other individual or firm on behalf of the Purchaser in connection with the contract shall remain confidential, being the property of the Purchaser and the Bidder/Supplier/Contractor shall undertake to return all such property so issued and will be responsible for any or all loss thereof and damage thereto resulting from whatever causes and shall reimburse the Purchaser the full amount of loss and damage.
On completion of work in any compartment / location of the purchaser's premises, the Bidder/Supplier/Contractor must ensure that the place is left in a reasonably clean state and all scrap is transferred to nearby scrap-bins.
18. **Risk purchase** (Applicable for Goods and Services)
If the equipment / article / service or any portion thereof be not delivered / performed by the scheduled delivery date / period, any stoppage or discontinuation of ordered supply / awarded contract without written consent by Purchaser or not meeting the required quality standards the Purchaser shall be at liberty, without prejudice to the right of the Purchaser to recover Liquidated Damages / penalty as provided for in these conditions or to any other remedy for breach of contract, to terminate the contract either wholly or to the extent of such default. Amounts advanced or part thereof corresponding to the undelivered supply shall be recoverable from the Contractor / Bidder at the prevailing bank rate (Benchmark Prime Lending Rate (BPLR) by SBI) of interest.
The Purchaser shall also be at liberty to purchase, manufacture or supply from stock as it deems fit, other articles of the same to make good such default and/or in the event of the contract being terminated, the balance of the articles of the remaining to be delivered there under. Any excess over the purchase price, cost of manufacture or value of any articles supplied from the stock, as the case may be, over the contract price shall be recoverable from the Bidder / Supplier / Contractor.



MAZAGON DOCK SHIPBUILDERS LIMITED, MUMBAI
STANDARD BIDDING DOCUMENT (SBD)
TENDER NO 1600002114 FOR INDIAN COAST GUARD PROJECT

19. **Recovery-adjustment provisions:** (Applicable for Goods and Services)
Payment made under one order shall not be assigned or adjusted to any other order except to the extent agreed upon in writing by the Purchaser. During the currency of the contract, if any sum of money is payable by the Bidder / Supplier / Contractor the same shall be deducted from any sum then due or thereafter may become due to the Bidder / Supplier / Contractor under the contract or any other contract with the Purchaser.
20. **Indemnification** (Applicable for Goods and Services):
The Bidder / Supplier / Contractor, his employees, licences, agents or Sub-Supplier / Sub-contractor, while on site of the Purchaser for the purpose of this contract, indemnifies the Purchaser against direct damage and/or injury to the property and/or the person of the Purchaser or that of Purchaser's employees, agents, Sub-Contractors / Suppliers occurring and to the extent caused by the negligence of the Bidder / Supplier / Contractor, his employees, licensees, agents or Sub-contractor by making good such damages to the property, or compensating personal injury and the total liability for such damages or injury shall be as mutually discussed and agreed to.
21. **Transfer of suppliers / contractor's rights:** (Applicable for Goods and Services)
The Bidder / Supplier / Contractor shall not either wholly or partly sell, transfer, assign or otherwise dispose of the rights, liabilities and obligations under the contract between him and the Purchaser without prior consent of the Purchaser in writing.
22. **Subcontract and right of purchaser** (Applicable for Goods and Services)
The Bidder / Supplier / Contractor under no circumstances undertake or subcontract any work / contract from or to any other Sub-contractor without prior written approval of the Competent Authority of Purchaser. In the event it is found that such practice has been indulged in, the contract is liable to be terminated without notice and the Bidder / Supplier / Contractor is debarred all from future tender enquiries / work orders. However, in no circumstances a contractor is permitted to subcontract any part of the contract to the bidders who had quoted for the concerned tender.
23. **Patent rights** (Applicable for Goods and Services)
The Bidder / Supplier / Contractor shall hold harmless and keep the Purchaser indemnified against all claims arising as a result of infringement of any patent / copy rights on account of manufacture, sale or use of articles covered by the order.
24. **Agents/Agency Commission** :(Applicable for Goods and Services)
The seller confirms and declares to the buyer that the seller is the original manufacturer or authorized distributor/stockiest of original manufacturer of the goods referred to in this contract and has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommended to the Buyer or any of its functionaries, whether officially or unofficially , to the award of the Contract / Purchase order to the Seller; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation.
The Seller agrees that if it is established at any time to the satisfaction of the Buyer that the present declaration is in any way incorrect or if at a later stage it is discovered by the Buyer that the Seller has engaged any such individual/firm, and paid or intended to pay any amount, gift, reward , fees, commission or consideration to such person, party, firm or institution , whether before or after the signing of this Contract / Purchase order, the Seller will be liable to refund that amount to the Buyer.



MAZAGON DOCK SHIPBUILDERS LIMITED, MUMBAI
STANDARD BIDDING DOCUMENT (SBD)
TENDER NO 1600002114 FOR INDIAN COAST GUARD PROJECT

The seller will also be debarred from participation in any RFQ/Tender for new projects/program with Buyer for a minimum period of five years.

The buyer will also have a right to consider cancellation of the Contract either wholly or in part, without any entitlement or compensation to the Seller who shall in such event be liable to refund all payments made by the buyer in terms of the Contract along with interest at the rate of 2% per annum or 6% whichever is higher above LIBOR (London Inter Bank Offer Rate) (for foreign vendors) and base rate of SBI plus 2% (for Indian Vendors).

The Buyer will also have the right to recover any such amount from any contracts concluded earlier with Buyer.

25. **Use of undue influence / corrupt practices** : (Applicable for Goods and Services) The Bidder / Supplier / Contractor undertakes that he has not used corrupt practices or used any undue influence which is not admissible as per Indian law to obtain contract/order or in doing any business with the purchaser.

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

26. **Immunity of Government of India clause**: (Applicable for Goods and Services)

It is expressly understood and agreed by and between M/s. (Bidder / Supplier / Contractor) and Mazagon Dock Shipbuilders Limited, Dockyard Road, Mumbai - 400 010 (MDL) is entering into this Agreement solely on its own behalf and not on the behalf of any person or entity. In particular, it is expressly understood and agreed that the Government of India is not a party to this Agreement and has no liabilities, obligations or rights hereunder. It is expressly understood and agreed that MDL is an independent legal entity with power and authority to enter into contracts solely in its own behalf under the applicable of Laws of India and general principles of Contract Law. The (Bidder / Supplier / Contractor) expressly agrees, acknowledges and understands that MDL is not an agent, representative or delegate of the Government of India. It is further understood and agreed that the Government of India is not and shall not be liable for any acts, omissions and commissions, breaches or other wrongs arising out of the contract. Accordingly, (Bidder / Supplier / Contractor) hereby expressly waives, releases and foregoes any and all actions or claims, including cross claims, impleader claims or counter claims against the Government of India arising out of this contract and covenants not to sue Government of India in any manner, claim, cause of action or thing whatsoever arising of or under this Agreement.

27. **Export licence** (Applicable for Goods and Services): The export licenses that may be required for delivery of the various items/equipment to MDL shall be arranged by the Bidder / Supplier / Contractor from the concerned authorities in their country without any time and cost implications on the Purchaser.

28. **Banned or de-listed contractors / suppliers**. (Applicable for Goods and Services)

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



MAZAGON DOCK SHIPBUILDERS LIMITED, MUMBAI
STANDARD BIDDING DOCUMENT (SBD)
TENDER NO 1600002114 FOR INDIAN COAST GUARD PROJECT

29. **Duty of personnel of supplier/contractor** (Applicable for Goods and Services)
MDL being a Defence Public Sector Undertaking, Bidder / Supplier / Contractor undertakes that their personnel deployed in connection with the entrusted work will not indulge in any activities other than the duties assigned to them.
30. **Dispute resolution mechanism and arbitration** (Applicable for Goods and Services)
(a) Dispute resolution mechanism(DRM)
i) Any dispute/differences between the parties arising out of and in connection with the contract shall be settled amicably by mutual negotiations at HoS/HoD level.
ii) In case of non-settlement by (i) above, if at any time, before, during or after the contract period any unsettled claim, dispute or difference arose between the parties, upon or in relation to or in connection with or in any way touching or concerning this tender/agreement/order/contract, the same shall be referred to the concerned Functional Director.
The Functional Director shall then nominate an Executive of the rank of General Manager whom he thinks fit and competent or a Committee of Executives who/which shall then scrutinise the claims/disputes that have been referred to the concerned functional Director and make efforts for amicable settlements by mutual discussions/negotiations.
iii) In case no amicable settlement is arrived by (ii) above within a period of three months, then the contractor shall approach Public Grievance Cell and address the disputes as per the provisions made under the relevant clause of the contract.
iv) In case the issues/disputes do not get settled within a period of six months from the date of submission of the dispute to the Grievance Cell, then the contractor may invoke Arbitration Clause of the contract.
(b) Arbitration (Applicable for Goods and Services)
Unresolved disputes/differences, if any, shall then be settled by arbitration. The Arbitration proceedings shall be conducted at Mumbai, India, in English Language, under the Arbitration and Conciliation Act, 1996.
MDL prefers to have arbitration through Institutes such as Indian Council of Arbitration (ICA)/ICA-DR, with the mutual consent of the parties.
In case of unresolved difference/dispute between the Purchaser and Supplier, being Central Public Sector Enterprises/Central Govt. departments, the disputes shall be resolved firstly through mutual discussion or through the empowered agencies of the Govt. or through arbitration by reference by either party to the department of Public Enterprises, as per extant guidelines. If disputes/differences remain unresolved/unexecuted, the same shall be referred first to the Cabinet Secretariat and then, if necessary to the PMO.
Any changes to arbitration clause must be vetted by HOD (Legal) before incorporation in contract/PO.
31. **Jurisdiction of courts** (Applicable for Goods and Services)
All contracts shall be deemed to have been wholly made in Mumbai and all claims there under are payable in Mumbai City and it is the distinct condition of the order that no suit or action for the purpose of enforcing any claim in respect of the order shall be instituted in any Court other than that situated in Mumbai City, Maharashtra State, India i.e. courts in Mumbai shall alone have jurisdiction to decide upon any dispute arising out of or in respect of the contract.
32. **Contract labour (regulation and abolition) act 1970**(Applicable for Services)
Contractor / Bidder shall obtain licence under Section 12 and 13 of the Contract Labour (Regulation and Abolition) Act, 1970 and rules made there under and the same should be



MAZAGON DOCK SHIPBUILDERS LIMITED, MUMBAI
STANDARD BIDDING DOCUMENT (SBD)
TENDER NO 1600002114 FOR INDIAN COAST GUARD PROJECT

kept valid at least until the expiry of contract with Purchaser. The registration and Licence under the Contract Labour (Regulation and Abolition) Act 1970 shall be renewed in time every year and if work continues for more than a year, a copy of the Licence is produced as and when demanded by the concerned authorities of Purchaser.

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

In the event any employee/s of Contractor / Bidder is advised by the concerned Department to deploy their employees for job during weekly-off, Sundays and holidays, the Contractor / Bidder must inform through Concerned Department the name/s of the employee/s in the prescribed format to CISF / Security and to the concerned Divisional Personnel by mentioning specifically 'Compensatory - Off', before 3 days from the date actual payment.

33. Minimum wages act (Applicable for Services)

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

The Contractor / Bidder must settle all the pending dues of the employees i.e. arrears of wages, proportionate leave wages, proportionate bonus payment, etc.

Before winding up the site, the Contractor / Bidder shall pay all terminal dues to his employees such as Notice pay, Gratuity, Retrenchment compensation, etc.

34. Bonus Act (Applicable for Services)

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

35. Factories Act (Applicable for Services)

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

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

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

36. Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (Applicable for Services)

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

- i. under the Employees' Provident Funds and Miscellaneous Act, 1952,
- ii. under the Family Pension Scheme, and
- iii. under the Employees' Deposit Linked Insurance Scheme and pay the contributions

both in respect of his employees and his own. He shall submit all the necessary returns and other particulars periodically as prescribed under the said Act. Contractor / Bidder shall cover from the first day working all his contract labour on MDL jobs by filling requisite returns to concerned Statutory authorities and obtaining Code Numbers / Account Numbers. Contractor / Bidder shall remit employees' and employers' contributions directly to the concerned authorities along with Inspection and Administrative Charges as per relevant provisions of the concerned Acts and Schemes made there under within 15 days from the close of every month. The Contractor / Bidder must submit copies of P. F. dues payment



MAZAGON DOCK SHIPBUILDERS LIMITED, MUMBAI
STANDARD BIDDING DOCUMENT (SBD)
TENDER NO 1600002114 FOR INDIAN COAST GUARD PROJECT

challans, copy of Form No. 12 (A), copy of form No. 6 (A) (Annually) and copies of Muster Roll of their workmen every month to Corporate Personnel Department before renewal of passes for entry into the yard. The Contractor / Bidder must also attend to P. F. Inspections by concerned authorities and submit copy of the Inspection Report.

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

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

37. Employees' State Insurance Act (Applicable for Services)

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

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

38. Safety:(Applicable for Goods & Services)

The Contractor / Bidder must observe all safety precautions in connection with the work to be performed by him, his agents or labourers. In the event of any accident happening in our yard resulting in loss of lives or otherwise damaging any part of the property, the contractor shall be required to make good the loss to the Company and shall be responsible for all consequences that follow from the loss and / or injuries to the persons involved in such accidents. The standard of safety to be observed in the Company shall be decided by the Executive-in-Charge Safety, or any Executive appointed for the purpose before the commencement of work in the yard. It will be essential for contractor to ascertain the standard precautions which contractor is required to observe in discharging his work as per the standards prevalent in MDL. The decision of MDL in matters concerning Safety shall be final and binding on the contractor.

The Contractor / Bidder shall be required to provide his workmen with Boiler Suits of any suitable colour other than blue or white, with the Name of the Contractor in prominent letters on the boiler suits along with personal protection gears like safety shoes, hand gloves etc. workmen of the Contractor / Bidder must wear throughout their working while in the



MAZAGON DOCK SHIPBUILDERS LIMITED, MUMBAI
STANDARD BIDDING DOCUMENT (SBD)
TENDER NO 1600002114 FOR INDIAN COAST GUARD PROJECT

premises of MDL. Contractor's workmen working without safety gears are to be disallowed for work.

39. Police verification of employees (Applicable for Services)

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

40. Force Majeure. (Applicable for Goods and Services)

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

The performance in whole or in part under the captioned tender / contract is prevented or delayed by reason of any such event for a period exceeding sixty days either party may at its option terminate the contract / further processing of the tender. The relative obligations of both the parties remain suspended during the actual period of force majeure.

The Purchaser may extend the delivery schedule as mutually agreed, on receipt of written communication from the Bidder / Supplier / Contractor regarding occurrence of 'Force Majeure' conditions, but not exceeding six months from the scheduled delivery date. If the 'Force Majeure' conditions extend beyond this period, the Purchaser shall have the right to cancel the order without any financial implication to the Purchaser or on terms mutually agreed to.



**MAZAGON DOCK SHIPBUILDERS LIMITED, MUMBAI
STANDARD BIDDING DOCUMENT (SBD)
TENDER NO 1600002114 FOR INDIAN COAST GUARD PROJECT**

Section IV - SoR / TSP / Scope of Work

For TS (Y-16101)	: TSP-5007A.2-DTD. 12.09.2025
For NGOPV (Y-16401 to Y-16406)	: TSP-5007A.2-DTD. 12.09.2025
For FPV (Y-16501 to Y-16514)	: TSP-5007A.2-DTD. 12.09.2025



MAZAGON DOCK SHIPBUILDERS LIMITED, MUMBAI
STANDARD BIDDING DOCUMENT (SBD)
TENDER NO 1600002114 FOR INDIAN COAST GUARD PROJECT

Section V - Annexure / Format

Performance Security (PS) Bank Guarantee Format

(ILLUSTRATIVE FORMAT)

(On Non-Judicial stamp paper of value Rs. 500/-. However, the value of stamp paper to be confirmed from Legal Department, MDL.)

IN CONSIDERATION OF MAZAGON DOCK SHIPBUILDERS LIMITED, a company incorporated under the Companies Act 1956 and having its registered office at Dockyard Road, Mumbai 400010 (hereinafter referred to as the "the Purchaser" which expression shall, unless it be repugnant or contrary to the subject or context thereof, be deemed to mean and include its successors and assigns) having placed an order on Messers a partnership firm/sole proprietor business/a company registered under the Companies Act, 1956 having its office at(hereinafter called " the Contractor/ Supplier" which expression shall, unless it be repugnant or contrary to the subject or context thereof, be deemed to mean and include its successors and assigns) vide order No..... dated..... (hereinafter called "the order" which expression shall include any amendments/alterations to "the order" issued by "the Purchaser") for the supply , delivery at site, installation and commissioning of certain equipment, item/services/civil works etc. as stated in the said Order and the Purchaser having agreed with the Contractor/Supplier to accept a Bank Guarantee in lieu of Performance Security payable under the said order for the fulfillment and performance of the said order, We, Bank having office at (hereinafter referred to as "the Bank" which expression shall includes its successors and assigns) hereby agree to pay to the Purchaser without any demur on first demand an amount not exceeding Rs..... (Rupees.....only) being 5% (10% in case of Capital Procurement) of the order value against any loss or damage, costs, charges and expenses caused to or suffered by the Purchaser by reason of non performance and non-fulfillment or for any breach on the part of the Contractor / Supplier of any of the terms and conditions of the said order.

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

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

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



MAZAGON DOCK SHIPBUILDERS LIMITED, MUMBAI
STANDARD BIDDING DOCUMENT (SBD)
TENDER NO 1600002114 FOR INDIAN COAST GUARD PROJECT

5. We, Bank further undertake not to revoke this guarantee during its currency except with the previous consent of the Purchaser in writing.
6. We, Bank also agree that the Bank's liability under this guarantee shall not be affected by any change in the constitution of the Contractor / Supplier or dissolution or winding up of the business of the contractor/ supplier.
7. Notwithstanding anything contained herein above:
- i) Our liability under this guarantee shall not exceed Rs.....
 - ii) This Bank Guarantee shall be valid upto and including; and
 - iii) We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before(validity + 60 days from the date of expiry of this guarantee).
8. This Guarantee shall be governed by Indian laws and the Courts at Mumbai, India shall have the exclusive jurisdiction.

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

For Bank
(by its constituted attorney)

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





MAZAGON DOCK SHIPBUILDERS LIMITED, MUMBAI
STANDARD BIDDING DOCUMENT (SBD)
TENDER NO 1600002114 FOR INDIAN COAST GUARD PROJECT

© Fill up from the 1st column. For the balance left out blank columns, please mention 'x' mark.

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

Date: **Supplier's Seal:** **Authorized Signature of the Supplier:**

Certified that the particulars as per Serial Numbers 2, 7 to 11 are correct as per our records.

Date: **Bank's Stamp** **Authorized Signature of the Officer of the Bank.**

Note: Based on the Illustrative Format as above, the concerned Dealing Officer / HOD(C) may formulate / design the required forms / documents / tender enquiries / registers / STACS / proformas to suit to the requirements on case to case basis in line with the corresponding articles in Purchase Manual Volume-I.



**MAZAGON DOCK SHIPBUILDERS LIMITED, MUMBAI
STANDARD BIDDING DOCUMENT (SBD)
TENDER NO 1600002114 FOR INDIAN COAST GUARD PROJECT**

Details for Remittance towards EMD/PS

1. MDL'S BANK ACCOUNT DETAILS:

NAME OF BANK A/C HOLDER: **MAZAGON DOCK SHIPBUILDERS LTD**
BANK AND BRANCH : **STATE BANK OF INDIA, COMMERCIAL BRANCH, FORT,
MUMBAI-400023**
TYPE OF ACCOUNT : **CURRENT**
BANK ACCOUNT NO : **11079519138**
IFSC CODE : **SBIN0006070**
SWIFT CODE : **SBININBB101**

2. DETAILS OF REMITTANCE TO MDL'S BANK ACCOUNT:

(To be filled in by the vendors/firms making remittance of funds in MDL'S Bank Account)

Date of Remittance	Name of Firm	Vendor Code	MDL tender/ PO. Ref No.	Nature of Remittance viz. EMD/PS etc.	Amount Remitted ()

Signature of Vendor/Representative

3. SAP Parked Document No: _____ **Date:** _____

(To be filled in by MDL's Commercial Executive)

Sr. No.2 and 3 above will be filled in by the Vendor and MDL commercial Executive respectively and the form forwarded to Treasury Section for posting of SAP Document to the respective Bank Account



MAZAGON DOCK SHIPBUILDERS LIMITED, MUMBAI
STANDARD BIDDING DOCUMENT (SBD)
TENDER NO 1600002114 FOR INDIAN COAST GUARD PROJECT

Official Secret Act 1923
(ILLUSTRATIVE FORMAT)

SECTION 2(B) : “PROHIBITED PLACE”

It is defined as the place of any work of Defence Dockyard and other so belonging or occupied and used for the purpose of building, repairing, making or storing any ammunitions of war.

For the purpose of the above definition, sketch includes any photograph or other mode of representing any place or thing.

SECTION 3 : “PENALTIES FOR SPYING”

If any person unlawfully -

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

Shall be liable for imprisonment of 14 years in case of Defence Installation.

SECTION 4 : “COMMUNICATION WITH FOREIGN AGENTS”

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

SECTION 5 : “WRONGFUL COMMUNICATION OF INFORMATION”

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

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

Shall be guilty of an offence under this Act.

SECTION 6 : “UNAUTHORISED USE OF UNIFORMS”

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

SECTION 7 : “INTERFERING WITH OFFICERS OF POLICE”

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

SECTION 8 : “DUTY OF GIVING INFORMATION”

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

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

SECTION 9 : “INCITEMENT”

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



MAZAGON DOCK SHIPBUILDERS LIMITED, MUMBAI
STANDARD BIDDING DOCUMENT (SBD)
TENDER NO 1600002114 FOR INDIAN COAST GUARD PROJECT

SECTION 10 : “PENALTY FOR HARBOURING SPIES”

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

SECTION 11 : “SEARCH WARRANTS”

If a presidency Magistrate, Magistrate First Class or Sub-Divisional magistrate is satisfied with the information that there is reasonable ground for suspecting that an offence under this Act has been or is about to be committed, he may grant search warrant to any Police Officer to enter at any time any premises to force to search premises or the places.

Note: Based on the Illustrative Format as above, the concerned Dealing Officer / HOD(C) may formulate / design the required forms / documents / tender enquiries / registers / STACS / proformas to suit to the requirements on case to case basis in line with the corresponding articles in Purchase Manual Volume-I.



MAZAGON DOCK SHIPBUILDERS LIMITED, MUMBAI
STANDARD BIDDING DOCUMENT (SBD)
TENDER NO 1600002114 FOR INDIAN COAST GUARD PROJECT

Format for Compliance Certificate w.r.t. Land Border Clause

Declaration of Compliance of Order (Public Procurement No.1, 2 & 3) dtd 23 Jul 2020 & 24 Jul 2020 on Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017

This declaration must form part of all tenders & it contains general information and serves as a declaration form for all bidders. (Before completing this declaration, bidders must study the General Conditions, Definitions, Govt Directives applicable in respect of Public Procurement No.1, 2 & 3) dtd 23 Jul 2020 & 24 Jul 2020 and OM No F.7/10/2021/-PPD(1) dated 23.02.2023 on Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017 & prescribed tender conditions).

DECLARATION BY AUTHORISED SIGNATORY OF THE FIRM

I, the undersigned,

..... (full names),

do hereby declare, in my capacity as

.....
of M/s (name of
bidder entity), that:

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

2) I have read the Order (Public Procurement No.1, 2 & 3) dtd 23 Jul 2020 & 24 Jul 2020 and OM No F.7/10/2021/-PPD(1) dated 23.02.2023 on the subject of Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017 regarding restrictions on procurement from a bidder of a country which shares a land border with India and comply to all the provisions of the Order

3) I certify that M/s (name of bidder entity) **is not from such a country or, is from such a country (strike out whichever is not applicable)**. I hereby certify that this SUPPLIER fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority is attached]

4) I understand that the submission of incorrect data and / or if certificate / declaration given by M/s (name of bidder entity) is found to be false, this would be a ground for immediate termination and further legal action in accordance with law as per Clause 12 of the Public Order on Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017

AUTHORISED SIGNATURE: _____ **DATE:** _____

Seal / Stamp of Bidder



**MAZAGON DOCK SHIPBUILDERS LIMITED, MUMBAI
STANDARD BIDDING DOCUMENT (SBD)
TENDER NO 1600002114 FOR INDIAN COAST GUARD PROJECT**

DECLARATION CERTIFICATE FOR LOCAL CONTENT

(Tender value Less than Rs 10 Crores)

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

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

IN RESPECT OF BID/ TENDER No:

ISSUED BY:

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

I, the undersigned, (full names),

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

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

(b) I have read and understood the requirement of local content (LC) and same is specified as percentage calculated in accordance with the definition provided at clause 2 of revised Public Procurement (preference to Make in India) Order 2017.

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

(c) I have satisfied myself that the goods/services/works to be delivered in terms of the above specified bid comply with the local content requirements as specified in the tender for ‘Class-I Local Supplier’ / ‘Class-II Local Supplier’, and as above.

(d) I understand that a bidder can seek benefit Public Procurement Policy for MSEs –Order 2012 and Public Procurement (preference to Make in India) Order 2017 and/or both and once the option is declared / selected it is not permitted to be modified subsequently. Accordingly, I seek the benefit from the below declared purchase preference policy.



MAZAGON DOCK SHIPBUILDERS LIMITED, MUMBAI
STANDARD BIDDING DOCUMENT (SBD)
TENDER NO 1600002114 FOR INDIAN COAST GUARD PROJECT

i. I seek benefits against the following policy:

1) PPP MSE Order 2012 ☐ (Applicable for MSE manufacturers)

2) PPP MII 2017 ☐ (Applicable for Class I suppliers as well as MSE manufacturers)

(Note: If not declared / selected is shall be deemed that Purchase Preference benefit is sought under PPP MII 2017 policy.)

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

Tender Item Sr. No	Local content calculated as above %	Location of local value addition (Location shall be the specified as name of city or district, etc.)

Attach separate sheet duly signed if the space not sufficient.

Note 1: Local content percentage shall be declared item wise or tender wise strictly as per the terms of the tender.

Note 2: The Actual Local Content Certificate (to be provided at the time of PO placement), shall be mandatorily submitted by the successful bidder post execution of PO.

(f) I accept that the Procurement Authority / Institution / MDL / Nodal Ministry has the right to request that the local content be verified in terms of the requirements of revised Public Procurement (preference to Make in India) Order 2017 dated 19.07.2024 and I shall furnish the document / information on demand. Failure on my part to furnish the data will be treated as false declaration as per PPP MII Order 2017. In case of contract being awarded, I undertake to retain the relevant documents for 7 years from date of execution.

(g) I understand that the submission of incorrect data, or data that are not verifiable as described in revised Public Procurement (preference to Make in India) Order 2017, may result in the Procurement Authority / Nodal Ministry / MDL imposing any or all of the remedies as provided for in Clause 9 of the Revised Public Procurement (preference to Make in India) Order 2017 dated 19.07.2024

SIGNATURE: _____

DATE: _____

Seal / Stamp of Bidders



MAZAGON DOCK SHIPBUILDERS LIMITED, MUMBAI
STANDARD BIDDING DOCUMENT (SBD)
TENDER NO 1600002114 FOR INDIAN COAST GUARD PROJECT

Annexure-A

GUIDELINES FOR INDIAN AGENTS OF FOREIGN SUPPLIERS

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

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

2.1	Tenderers of Foreign nationality shall furnish the following details in their offer:
2.1.1	The name and address of the agents/representatives in India, if any and the extent of authorization and authority given to commit the Principals. In case the agent/representative be a foreign Company, it shall be confirmed whether it is real substantial Company and details of the same shall be furnished.
2.1.2	The amount of commission/remuneration included in the quoted price(s) for such agents/representatives in India.
2.1.3	Confirmation of the Tenderer that the commission/ remuneration if any, payable to his agents/ representatives in India, may be paid by MDL in Indian Rupees only.
2.2	Tenderers of Indian Nationality shall furnish the following details in their offers:
2.1.1	The name and address of the foreign principals indicating their nationality as well as their status, i.e, whether manufacturer or agents of manufacturer holding the Letter of Authority of the Principal specifically authorizing the agent to make an offer in India in response to tender either directly or through the agents/representatives.
2.2.2	The amount of commission/remuneration included in the price (s) quoted by the Tenderer for himself.
2.2.3	Confirmation of the foreign principals of the Tenderer that the commission/remuneration, if any, reserved for the Tenderer in the quoted price (s), may be paid by MDL in India in equivalent Indian Rupees on satisfactory completion of the Project or supplies of Stores and Spares in case of operation items .
2.3	In either case, in the event of contract materializing, the terms of payment will provide for payment of the commission /remuneration, if any payable to the agents/representatives in India in Indian Rupees on expiry of 90 days after the discharge of the obligations under the contract.
2.4	Failure to furnish correct and detailed information as called for in paragraph-2.0 above will render the concerned tender liable to rejection or in the event of a contract materializing, the same liable to termination by MDL. Besides this there would be a penalty of banning business dealings with MDL or damage or payment of a named sum.



MAZAGON DOCK SHIPBUILDERS LIMITED, MUMBAI
STANDARD BIDDING DOCUMENT (SBD)
TENDER NO 1600002114 FOR INDIAN COAST GUARD PROJECT

Annexure-B

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', within the meaning of Article 12 of Constitution of India, has to ensure preservation of rights enshrined in Chapter III of the Constitution. MDL as also to safeguard its commercial interests. MDL deals with Agencies, who have a very high degree of integrity, commitments and sincerity towards the work undertaken. It is not in the interest of MDL to deal with Agencies who commit deception, fraud or other misconduct in the execution of contracts awarded / orders issued to them. In order to ensure compliance with the constitutional mandate, it is incumbent on MDL to observe principles of natural justice before banning the business dealings with any Agency.
1.2	Since banning of business dealings involves civil consequences for an Agency concerned, it is incumbent that adequate opportunity of hearing is provided and the explanation, if tendered, is considered before passing any order in this regard keeping in view the facts and circumstances of the case.

2. Scope

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

3. Definitions: In these Guidelines, unless the context otherwise requires:

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



MAZAGON DOCK SHIPBUILDERS LIMITED, MUMBAI
STANDARD BIDDING DOCUMENT (SBD)
TENDER NO 1600002114 FOR INDIAN COAST GUARD PROJECT

	b)	If the Director(s), Partner(s), Manager(s) or Representative(s) are common;
	c)	If management is common;
	d)	If one owns or controls the other in any manner;
iii)		'Competent Authority' and 'Appellate Authority' shall mean the following:
	a)	Functional Director shall be the 'Competent Authority' for the purpose of these guidelines. CMD, MDL shall be the 'Appellate Authority'.
	b)	CMD, MDL shall have overall power to take suo-moto action on any information available or received by him and pass such order(s) as he may think appropriate, including modifying the order(s) passed by any authority under these guidelines.
iv)		'Investigating Department' shall mean any Department or Unit investigating into the conduct of the Agency and shall include the Vigilance Department, Central Bureau of Investigation, the State Police or any other department set up by the Central or State Government having powers to investigate.
v)		'List of approved Agencies – 'Bidder / Contractors / Suppliers / Purchasers / Customers shall mean and include list of approved / registered Agencies - 'Bidder / Contractors / Suppliers / Purchasers / Customers, etc.

4. Initiation of Banning / Suspension

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

5. Suspension of Business Dealings

5.1	If the conduct of any Agency dealing with MDL is under investigation by any department, the Competent Authority may consider whether the allegations under investigation are of a serious nature and whether pending investigation, it would be advisable to continue business dealing with the Agency. If the Competent Authority, after consideration of the matter including the recommendation of the Investigating Department, if any, decides that it would not be in the interest to continue business dealings pending investigation, it may suspend business dealings with the Agency. The order to this effect may indicate a brief of the charges under investigation. If it is decided that inter-connected Agencies would also come within the ambit of the order of suspension, the same should be specifically stated in the order. The order of suspension would operate for a period not more than six months and may be communicated to the Agency as also to the Investigating Department. The Investigating Department may ensure that their investigation is completed and whole process of final order is over within such period.
5.2	The order of suspension shall be communicated to all Commercial Departmental Heads. During the period of suspension, no business dealing may be held with the Agency.
5.3	As far as possible, the existing contract(s) with the Agency may continue unless the Competent Authority, having regard to the circumstances of the case, decides otherwise.
5.4	If the gravity of the misconduct under investigation is very serious and it would not be in the interest of MDL, as a whole, to deal with such an Agency pending investigation, the Competent Authority may order suspension of business dealing with Agency and send his recommendation to Chief Vigilance Officer (CVO), MDL along with the material available, copy of which may be issued to the Agency concerned with intimation to CVO MDL. Such an order would operate for a period of six months from the date of issue.
5.5	If the Agency concerned asks for detailed reasons of suspension, the Agency may be informed that its conduct is under investigation. It is not necessary to enter into correspondence or argument with the Agency at this stage.
5.6	It is not necessary to give any show-cause notice or personal hearing to the Agency before issuing the order of suspension. However, if investigations are not complete in six months' time, the Competent Authority may extend the period of suspension by another three months, during which period the investigations must be completed.

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

6.1	If the security consideration, including questions of loyalty of the Agency to the State, so warrants;
6.2	If the Director / Owner of the Agency, proprietor or partner of the firm, is convicted by a Court



MAZAGON DOCK SHIPBUILDERS LIMITED, MUMBAI
STANDARD BIDDING DOCUMENT (SBD)
TENDER NO 1600002114 FOR INDIAN COAST GUARD PROJECT

	of Law for offences involving moral turpitude in relation to its business dealings with the Government or any other public sector enterprises or MDL, during the last five years;
6.3	If there is strong justification for believing that the Directors, Proprietors, Partners, owner of the Agency have been guilty of malpractices such as bribery, corruption, fraud, substitution of tenders, interpolations, etc;
6.4	If the Agency continuously refuses to return / refund the dues of MDL without showing adequate reason and this is not due to any reasonable dispute which would attract proceedings in arbitration or Court of Law;
6.5	If the Agency employs a public servant dismissed / removed or employs a person convicted for an offence involving corruption or abetment of such offence;
6.6	If business dealings with the Agency have been banned/blacklisted by Government Agencies/ Statutory bodies, DGQA, Defence Shipyards, DPSUs or with whom commercial transactions have been suspended for sufficient and justifiable reasons.
	If the Agency having same promoters/Directors /Partners as the barred/blacklisted Company as at 6.6 above for the duration for which the barring/ blacklisting of sister concern persists.
6.7	If the Agency has resorted to Corrupt, fraudulent practices including misrepresentation of facts; If the agency who had fraudulently dealt with the Company for pecuniary gains or had connived with dealing officers for mutual benefit.
6.8	If the Agency uses intimidation / threatening or brings undue outside pressure on the MDL or its official in acceptance / performances of the job under the contract;
6.9	If the Agency indulges in repeated and / or deliberate use of delay tactics in complying with contractual stipulations;
6.10	Wilful indulgence by the Agency in supplying sub-standard material irrespective of whether pre-dispatch inspection was carried out by MDL or not;
6.11	Based on the findings of the investigation report of CBI / Police against the Agency for malafide / unlawful acts or improper conduct on his part in matters relating to the MDL or even otherwise;
6.12	Established litigant nature of the Agency to derive undue benefit;
6.13	Continued poor performance of the Agency in several contracts;
6.14	If the Agency misuses the premises or facilities of the MDL, forcefully occupies, tampers or damages the Company's properties including land, water resources, forests / trees, etc. If the Agency who knowingly collude to defeat competition with the aim of deriving undeserved profit or gain from doing business with MDL. (Note: The examples given above are only illustrative and not exhaustive. The Competent Authority may decide to ban business dealing for any good and sufficient reason).

7. Banning of Business Dealings

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

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

8.1	If the Competent Authority decides that the charge against the Agency is of a minor nature, it may issue a show-cause notice as to why the name of the Agency should not be removed
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TENDER NO 1600002114 FOR INDIAN COAST GUARD PROJECT

	from the list of approved Agencies - Suppliers / Contractors, etc.
8.2	The effect of such an order would be that the Agency would not be disqualified from competing in Open Tender Enquiries but LTE may not be given to the Agency concerned.
8.3	Past performance of the Agency may be taken into account while processing for approval of the Competent Authority for awarding the contract.

9. Show-cause Notice

9.1	In case where the Competent Authority decides that action against an Agency is called for, a show-cause notice has to be issued to the Agency. Statement containing the imputation of misconduct or misbehavior may be appended to the show-cause notice and the Agency should be asked to submit within 15 days a written statement in its defence.
9.2	If the Agency requests for inspection of any relevant document in possession of MDL, necessary facility for inspection of documents may be provided.
9.3	The Competent Authority may consider and pass an appropriate speaking order:
	a) For exonerating the Agency if the charges are not established;
	b) For removing the Agency from the list of approved Suppliers / Contractors, etc.
	c) For banning the business dealing with the Agency.
9.4	If it decides to ban business dealings, the period for which the ban would be operative may be mentioned. The order may also mention that the ban would extend to the interconnected Agencies of the Agency.

10. Appeal against the Decision of the Competent Authority

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

11. Review of the Decision by the Competent Authority

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

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