

MAZAGON DOCK SHIPBUILDERS LIMITED
BUYER SPECIFIC ADDITIONAL TERMS & CONDITIONS

TENDER TYPE: LIMITED TENDER

SUPPLY AND INSTALLATION OF BRIDGE FIN SCAFFOLDING

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

MAZAGON DOCK SHIPBUILDERS LTD (Purchaser / Buyer) INVITES COMPETITIVE BID through GeM Portal for the following Supply / Services from **Vendors**. This is a **Limited GeM Bid in two Bid Packet**.

This is a Limited tender enquiry. Intimation to the limited vendors is communicated by email separately for bidding against this tender. Unsolicited bids submitted by all other vendors will be summarily rejected.

SUBJECT: Supply and installation of Bridge Fin Scaffolding.

1. Description:

Supply and installation of Bridge Fin Scaffolding.

SR NO.	Material /service details	QTY	Unit
10	Bridge Fin Scaffolding (Supply Location - Naval Dockyard, Mumbai).	2	SET
20	Installation & commissioning of Bridge Fin scaffolding at Naval Dockyard, Mumbai	2	SET
30	Bridge Fin Scaffolding (Supply Location - NSRY, Karwar).	1	SET
40	Installation & commissioning of Bridge Fin scaffolding at NSRY, Karwar	1	SET

Note: -

- i) Relevant drawing will be provided only after submission of NDA as per Enclosure.
- ii) Detailed Scope of Supply is attached at the Enclosure. Bidders shall confirm that the Scope of Supply at Enclosure is fully understood by them on their letterhead.
- iii) Any technical query related to SOW shall be forwarded to following:
 Mr. Prakasan Kizhakkumbad, CM (PP & C).
 E-mail: prakasank@mazdock.com
Phone - 022 2376 3603

2. Instructions to the bidder:

- a. Bidders should submit all documents strictly through GeM procurement portal only. Physical copy of the bid will not be accepted except for the physical copies of documents requested in the tender.
- b. In case of supply/services of duplicate / spurious / substandard items by the firm, MDL will resort to prosecution of the firm by legal action with all the stringent measures against the firm for supplying such items which had led to delay of the project of national importance and has endangered the national security. The firm will also be blacklisted in MDL & will be debarred from quoting in future MDL tenders and the same will be intimated to all other public sector undertakings and other Government organization.

- c. Bidders are requested to ensure that only relevant documents complete in all respect as indicated in the tender should be attached with their offer. **The first page of every uploaded set of scanned documents shall be an index of its contents.** In case the offers received against this tender are more than 20, no opportunity will be extended for submission of deficient documents after opening of bids. The evaluation of the offers will be carried out and bidders will be qualified based on the documents received along with their offer.
- d. Delivery date mentioned in the RFQ/Tender is tentative. However, bidders have to follow delivery schedule as per purchase order. Non-compliance of the same beyond the contractual terms may lead to imposition of liquidated damages or cancellation of contract/ Purchase order.
- e. Where requests are made by bidders with reasons for extension of the tender closing date provided such an extension will not adversely affect the project schedule and bidders are instructed for submission of such request in the concerned commercial department at least 2 days in advance excluding the day of tender closing date, amendment to the tender enquiry may be issued.
- f. Any participating firm which has been debarred/blacklisted by Central/State Governments or by any entity controlled by Central/State Governments from participating in any of their project, as on date of submission of Tender, shall not be eligible to submit the Tender.

3. Pre-Qualification Criteria (PQC): NA

4. Earnest Money Deposit (EMD) / Bid Security: NA

5. Validity Period of Bid:

Bid shall remain valid for a period of not less than **180 days** after the deadline date for bid submission. Technically accepted bidder shall be given opportunity to accept validity as per the tender in case of shorter validity quoted by him. Non-acceptance there after shall be rejected by MDL as nonresponsive.

6. Delivery Schedule/period:

- (i) Nine months from date of placement of order for delivery of Bridge Fin Scaffoldings.
- (ii) Three months for installation and commissioning after delivery of Bridge Fin Scaffolding.

7. Receipt of Bids / Offers:

Bidder has to submit his offers through GeM Procurement Portal only.

8. Bid Rejection Criteria:

i) 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 bid opening:

- a) Bidders who are debarred under PPP MII order 2017, CPPP including Tender holiday issued by MDL.

ii) Liable for Rejection Criteria:

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

9. Guarantee & warranty:

Warranty period shall be 12 months from date of Handing over. Valid warranty certificate must be submitted. During this period, all defect arising out of defective material and faulty workmanship will be rectified by repairing or replacing part or whole material as necessary free of charge on delivery basis. Any consequential damage/defect or loss of item due to poor workmanship/poor material quality/ negligence etc. attribute to the bidder to be rectified / replaced by the bidder free of cost.

Note:

Any material, equipment, infrastructure facility, required directly or indirectly for completing the subject work, as per the scope of work & drawing given, if not mentioned in MDL's scope, has to be arranged by the subcontractor without any extra cost to MDL.

In case of the performance of the contractor is not satisfactory MDL reserves the right to cancel the order and lift the material from contractor.

10. Performance Security (Performance Bank Guarantee cum Security Deposit):

Successful bidders need to submit Performance Bank Guarantee (PBG) cum Security Deposit (SD) for an amount of 5% of the value of the contract (excluding taxes & duties). 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. 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.

11. Non submission of Performance Security:

- i. In case of failure to submit performance security by the supplier within 25 days of transmission / notification of order by any mode, EMD (if available) will be forfeited and MDL reserves the right to cancel the order and invoke the risk purchase clause. If it is established that the contractor has failed to comply with the Guarantee/warranty obligations, the PSBG will be encashed by MDL. MDL's decision in this regard shall be final and binding on the supplier / contractor.
- ii. In cases where the supplier / contractor has not submitted the PS and already commenced supply / services, Performance security will be retained from the bills, if any. In such case, interest will 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 that quarter. For Indian suppliers, it will be SBI BPLR plus 2%.

12. Forfeiture of Performance Security:

Forfeiture of Performance Security shall be done in case of non-performance of agreed terms and or default/breach by bidder / supplier with application of risk purchase provisions or tender holiday where applicable.

13. Firm Price / Price Variation:

Prices quoted by bidder shall remain firm and fixed during the period of the contract and not subject to variation on any account.

14. Payment Terms:

No Advance in any manner will be paid to the Supplier / Bidder / Vendor / Contractor.

Firm can raise invoice after completion of each line item. Part payment part supply in integral quantity is applicable for line items having more than one quantity.

On receipt of invoice, applicable payment and as reduced by any deductibles and/or the amount liveable towards liquidated damages, if any and after including statutory taxes, duties and levies as applicable may be payable through RTGS/NEFT/SWIFT within 25 days for actual quantities of work executed and on submission of relevant documents as mentioned below:

Following documents need to be submitted for payment.

- i) Set of Original + 2 Copies of signed Invoice showing item / activity wise prices as per the Contract / Order.
- ii) Accepted & Signed copy of the GRN/ Work Completion Certificate (WCC) as applicable as per line items.
- iii) Declaration of actual local content.

Note:

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. 5 Cr. as per GST Act."

15. Trade Receivable Discounting System (TReDS) for MSEs:

- a) TReDS is a digital platform to help MSMEs to address their financial needs for facilitating the financing of trade receivables from buyers, through multiple financiers. TReDS is governed by the Reserve Bank of India under the Payment and Settlement Systems Act, 2017 and the Factoring Regulations Act, 2011. Under the TReDS initiative, at present, RBI has given licenses to three participants (A. TREDs Ltd, RXIL, M1 Xchange). MDL is registered for TReDS online platform with A. TREDs Ltd (Invoice Mart), RXIL and M1Xchange to facilitate payments to MSMEs through TReDS. At TReDS, auctioning of invoices at competitive and transparent environment is done by financiers based on Buyer's credit profile.
- b) MSE bidders desirous to receive payments through TReDS platform may avail the facility if they are already registered on TReDS platform or by registering on any one of the service provider. Contact details of TReDS platform service providers are to be indicated. MSE bidders upon successful delivery shall submit their invoices along with the mandated enclosures at MDL, central receipt section. MSE vendors, desirous to receive payments through a particular TReDS platform must submit their TReDS details along with the invoice at MDL, central receipt section. Upon receipt and acceptance of the supplied material and receipt of invoices with the mandated enclosures, MDL shall process the invoice for payment on that particular TReDS platform. Any unfinanced invoices / invoices of MSE bidders seeking payment from MDL directly shall be processed as per the standard payment terms agreed in PO / contract.
- c) As a special gesture, all the above three discounting platforms i.e., M/s. RXIL, Invoice Mart and M1 Exchange have offered waiver of Registration/On boarding fees to MDL vendors.

i) Below are the details of M1xchange:

1. Shaiwal Sinha
Mob: 9599224594
Mail : shaiwal.sinha@m1xchange.com

2. Ankit Singh
Mob : 9800250395
Mail : ankit.singh@m1xchange.com
M1xchange Office address (Mumbai): A-403, The Qube 4th floor, MV road Marol, Andheri (E) Mumbai – 400059.

ii) Below are the details of rxil:

1. Name of Nodal Officer -: SANTOSH YADAV
Contact Details/ Mobile Number of Nodal Officer -: +91-9167708156
Email Id -: santosh.yadav@rxil.in
Complete address -: Receivables Exchange Of India Limited , 701-702,7th Floor, Supremus, E Wing, I-Think Techno Campus, Kanjurmarg East, Mumbai 400042

2. Name of Nodal Officer -: ANGELIN ANBARASAN
Contact Details/ Mobile Number of Nodal Officer -: +91-8451975191
Email Id -: angelin.anbarasan@rxil.in
Complete address -: Receivables Exchange Of India Limited , 701-702,7th Floor, Supremus, E Wing, I-Think Techno Campus, Kanjurmarg East, Mumbai 400042

16. Purchase Preference to Micro and Small Enterprise (MSEs):

Micro and Small Enterprises (MSEs) registered under Udyam Registration or as directed by government are eligible to avail the benefits under the policy. This Policy is meant for procurement of only goods produced and services rendered by MSEs. Traders/Distributors/Sole Agents/Works Contract are excluded from the purview of the policy. MDL has right to place order on MSE Manufacturer and MSE Service Provider meeting following criteria:

- a) In tender, participating Micro and Small Enterprises (MSE) quoting price within price band of L1+15 (fifteen) per cent shall also be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE and such MSE shall be allowed to supply up to 25(twenty-five) per cent of total tendered value. The 25(twenty-five) per cent quantity is to be distributed proportionately among these bidders, in case there are more than one MSEs within such price band.
- b) Within this 25% (Twenty Five Percent) quantity, a purchase preference of four (4) per cent is reserved for MSEs owned by Scheduled Caste (SC)/ Scheduled Tribe (ST) entrepreneurs and three (3) percent is reserved for MSEs owned by women entrepreneur (if they participate in the tender process and match the L1 price). However, in event of failure of such MSEs to participate in tender process or meet tender requirements and L1 price, four percent sub-target for procurement earmarked for MSEs owned by SC/ST entrepreneurs and three (3) percent earmarked to women entrepreneur will be met from other MSEs. . MSEs would be treated as owned by SC/ ST entrepreneurs:
 - i) In case of proprietary MSE, proprietor(s) shall be SC /ST;
 - ii) In case of partnership MSE, the SC/ ST partners shall be holding at least 51% (fifty-one percent) shares in the unit;
 - iii) In case of Private Limited Companies, at least 51% (fifty-one percent) share shall be held by SC/ ST promoters.
- c) If subcontract is given to MSEs, it will be considered as procurement from MSEs.
- d) In case of tender item cannot be split or divided, etc. the MSE quoting a price within the band L1+15% may be awarded for full/ complete supply of total tendered value to MSE, considering the spirit of the Policy for enhancing Govt. Procurement from MSEs.
- e) In respect of items reserved for MSE-Manufacturers, extant guidelines shall be followed. Presently Circular No. S.O. 581(E) dated 23.03.2012 is applicable. The latest list may be seen from the website of the MSME Ministry.

Note: Offers will be processed only as per the provisions available on GeM portal during processing stages. It is sole responsibility of the bidder to bid as per the applicable criteria carefully.

17. Purchase Preference to Make in India 2017:

The Government of India has issued revised Public Procurement (Preference to Make in India) order 2017 on 19th July 2024 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 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.

Aspects of 'Preference to Make in India':

- a) "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 reseller/distributors shall be excluded from calculation of local content.
- ii. The license fees/royalties paid /technical changes paid out of India shall be excluded from local content calculation.
- iii. Procurement/ supply of repacked/refurbished/rebranded imported products as understood commonly shall be considered as reselling of 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 repackages/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 repackaging of imported goods from bulk pack to smaller packs would not ordinarily amount to manufacture of a new item.

'Rebranding' means relabelling 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 breakup 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: 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) "Class-I Local Supplier" means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for 'Class-I local supplier' under this Order.
- c) "Class-II Local Supplier" means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for 'Class-II local supplier' but less than that prescribed for 'Class-I local supplier' under this Order.
- d) "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.
- e) "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.
- f) "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% which is to be indicated in tender.

Note: 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.

- g) "Nodal Ministry" means the Ministry or Department identified pursuant to the said Order in respect of a particular item of goods or services or works.

- h) "Procuring entity" means a Ministry or department or attached or subordinate office of or autonomous body controlled by, the Government of India and includes Government companies as defined in the Companies Act.

Note: Mazagon Dock Shipbuilders Limited (MDL) shall be a procuring entity.

- i) "Works" means all works as per Rule 130 of GFR-2017 and will also include "turnkey works", Engineering, Procurement and Construction (EPC) contracts.
- j) "Services" includes System Integrator (SI) contracts among other services.
- k) Special treatment for items covered under PLI scheme: The manufacturers manufacturing an item under PLI scheme shall be treated as deemed class II local supplier for that item unless they have minimum local content equal to or higher than that notified for Class-I local supplier for that item, provided the manufacturer has received incentive from the concerned PLI ministry of the item. The above shall be applicable for the specific time period only, as notified by concerned PLI ministry.

l) Eligibility of Suppliers to bid in a tender

- i) In procurement of all goods, services or works in respect of which the Nodal Ministry / Department has communicated that there is sufficient local capacity and local competition, only 'Class-I local supplier', as defined under the Order, shall be eligible to bid irrespective of purchase value.
- ii) Both 'Class-I local supplier' and 'Class-II local supplier' shall be eligible to bid in procurements not covered above para (i) and undertaken by procuring entities, except when Global tender enquiry has been issued. In global tender enquiries (GTE), 'Non-local suppliers' shall also be eligible to bid along with 'Class-I local suppliers' and 'Class-II local suppliers'. In procurement of all goods, services or works, not covered above para (i), and with estimated value of purchases less than INR 200 Crore, in accordance with Rule 161(iv) of GFR, 2017, Global tender enquiry (GTE) shall not be issued except with the approval of competent authority as designated by Department of Expenditure. For the cases pertaining to MoD, Defence Secretary will be the competent authority to approve issue of GTE up to INR 200 Crore based on adequate justification as per MoF DoE PP Division ID Note No F.20/36/2020-PPD dtd 28.10.2020.

m) Special Conditions in GTE Procurements: Agency Commission:

The amount of Agency Commission, (normally not exceeding five percent) payable to the Indian Agent should not be more than what is specified in the Agency agreement (a certified copy should be submitted along with the bid) between the bidder and the Indian Agent. The Indian Agent will be required to submit a certificate along with their Agency Commission bill, confirming that the amount claimed as Agency Commission in the bill has been spent/will be spent, strictly to render services to the foreign Principal, in terms of the Agency Agreement. The Purchaser or their authorized agencies and/or any other authority of the Government of India shall have rights to examine the books of the Indian Agent and defects or misrepresentations in respect of the afore indicated confirmation coming to light during such examinations will make the foreign Principal (i.e. the Contractor) and their Indian Agent liable to be banned/suspended from having business dealings with the Purchaser, following laid down procedures for such banning/suspension of business dealings.

18. Purchase preference:

- 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 23 (K) (i) 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:
- L-1 is "MSE Class-I local supplier": 100% of the tendered quantity shall be awarded to L-1.
 - 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.
 - 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 PPPMSE 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:
- L-1 is "MSE Class-I local supplier": 100% of the tendered quantity shall be awarded to L-1
 - 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.
 - 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 service which are covered in para 23 (K) (ii) above 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:
- L-1 is "MSE Class-I local supplier": 100% of the tendered quantity shall be awarded to L-1.
 - 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.
 - 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.
 - L-1 is "Non-MSE non-Class-I local supplier": Firstly, Purchase preference shall be given to MSEs as per PPPMSE 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 in para 23 (K) (ii) 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 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 (f)(iii) shall be followed.
 - iii) If conditions mentioned in sub paras (f)(i) and (f)(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 PPPMII Order. If Class-I Local supplier is also not eligible or does not accept then contract be awarded to L-1.
 - g) Items reserved for both MSEs and Class-I local suppliers: These items are reserved exclusively for purchase from MSEs as well as Class-I local suppliers. Hence, only "MSE Class-I local supplier" are eligible to bid for these items. Non-MSEs / Class-II local suppliers / Non-local suppliers cannot bid for these items. Hence the question of purchase preference does not arise.
 - h) Non-local suppliers, including MSEs falling in the category of Non-local suppliers, shall be eligible to bid only against Global Tender Enquiry.

Note: Offers will be processed only as per the provisions available on GeM portal during processing stages. It is sole responsibility of the bidder to bid as per the applicable criteria carefully.

19. Minimum Local Content:

- i) 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%. However, Nodal Ministry / Department may prescribe only a higher percentage of minimum local content requirement to categorize a supplier as 'Class-I local supplier' / 'Class-II local supplier'. For the items, for which Nodal Ministry / Department has not prescribed higher minimum local content notification under the Order, it shall be 50% and 20% for 'Class-I local supplier' and 'Class-II local supplier' respectively.
- ii) The Nodal Ministry may keep in view the domestic manufacturing / supply base and assess the available capacity and the extent of local competition while identifying items and prescribing the higher minimum local content or the manner of its calculation, with a view to avoiding cost increase from the operation of this Order.

20. 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.

21. Provisions of Official Secrets Act, 1923:

Extract of provisions of the Official Secret Act as per the enclosure should be signed stamped and enclosed in the offer.

22. Public Grievance Cell:

A Public Grievance Cell headed by Shree R R Kumar (ED-Production), President, has been set up in the Company. Members of public having complaints or grievances are advised to contact him on Wednesday between 10.00 hours and 12.30 hours in his office on 3rd floor, west Block, MAZAGON DOCK SHIPBUILDERS LTD, Dock Yard Road, Mumbai 400010, INDIA or send their complaints / grievances to him in writing for redressal. His Telephone No. is 022 2378 2338, 2376 2106.

23. 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 **10%** of the delayed Goods' or incidental Works/ Services' contract price(s). Besides liquidated damages during such a delay, the denial clause shall also apply. Any failure or delay by any subcontractor, though their employment may have been sanctioned shall not be admitted as a ground for any extension of time or for exempting the contractor from liability for any such loss or damage as aforesaid.

24. Option Clause:

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

25. Common / Deemed DPSU registration and Green Channel Status clause:

- i) Suppliers / Contractors registered in other Defence PSUs for the tendered item / service shall be considered by MDL as Deemed Registered.
- ii) Green Channel Policy is formulated by DDP, MoD and promulgated vide O.M. No. 43(5)/2015/D(QA) dated 24.03.2017. Suppliers holding Green Channel Certificate for the tendered item shall be considered by MDL as Deemed Registered.

26. Land Border Clause:

(Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017)

- i) MoF DoE vide OMs No 6/18/2019-PPD dated 23 Jul 2020 & 24 Jul 2020 and OM No F.7/10/2021/-PPD (1) dated 23.02.2023 has promulgated restrictions and procedure for buying from a bidder from a country which shares a land border with India under GFR Rule 144 (xi) on the grounds of Defence of India and National Security for information and compliance.
- ii) The Orders stipulate mandatory registration with competent authority and seeking certificate of compliance with this Order from the bidder from a country which shares a land border with India in the tender process. Exclusions from these restrictions have also been enlisted in the Order. The

Competent authority for the purpose of registration under this Order shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT).

- iii) A bidder is permitted to procure raw material, components etc. from the vendors from countries which shares a land border with India. Such vendors will not be required to be registered with Competent Authority, as it is not regarded as "sub-contracting". However, if bidder has proposed to supply finished goods procured directly/ indirectly from the vendors from the countries sharing land border with India, such vendor will be required to be registered with the Competent Authority.
- iv) The bidder has to enclose filled signed and stamped certificate for "Declaration of Compliance on Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017" as per the enclosure.

27. Consignee details:

As mentioned in the scope of work.

28. Inspection and Testing:

As mentioned in the scope of work.

Rejection of Material:

Any portion of the equipment found defective/rejected, the supplier shall collect the same at his cost from the MDL Yard, all incidental charges being born by supplier, (inclusive of custom duty, if payable), within 14 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.

29. Breach of Obligation Clause with respect to Bid Submitted:

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

- 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.

30. 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).

31. Contacting MDL during the evaluation:

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

32. Claims by firms:

No claims by the firms will be entertained after 03 years from date of execution/completion of order.

33. Cancellation / Foreclosure / Termination of order:

Action for cancellation / foreclosure / termination of order shall be taken in any of the following conditions / circumstances.

- i) On the basis of Government Order.

- ii) Defaults / Breach on part of the contractor / Supplier / supplier in complying with agreed terms of order / contract.
- iii) Liquidation / Dissolution of the Firm or entity on whom the original order is placed.
- iv) Unreasonable delays in supply of ordered articles or services or documentation.
- v) Supplies made not meeting the ordered specifications.
- vi) Activities of any of the Proprietor / Partner being found to be Antisocial / Anti -National liable for penal action under Indian Penal Code or imposed with penalty of black listing / debarred by MDL, Owners, Govt. of India or any such authorities at any time during validity of the contract / order.
- vii) The Purchase Order not accepted by the vendor within the stipulated period.

When the contractor / Supplier is found to be liable for action under any of the above provisions, MDL may terminate or cancel the contract / order in part or full by written notice of default sent to the contractor / Supplier without prejudice to any other remedy invoking risk purchase clause and execution of work / order through other agencies.

34. 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:
 - a) The principal manufacturer directly or through one Indian agent on his behalf; and
 - b) 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) to be submitted along with the bid.

35. Order Acceptance:

Successful bidder shall acknowledge the receipt and communicate in writing their unconditional acceptance of order within 03 working days from the date of placement of the order. If nothing to the contrary is received within 03 working days from the date of placement of order, it shall be understood that the order has been accepted.

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

For MAZAGON DOCK SHIPBUILDERS LIMITED

Ranjeet Kumar, DM (Commercial) (Purchase Executive)

Email: ranjeetkumar100261@mazdock.com

Phone: 022 2376 2615

List of enclosures:

1. Enclosure 1: Scope of Work
2. Enclosure 2TEF acceptance Format.
3. Enclosure 3: Rate sheet
4. Enclosure 4: General Conditions of Contract (GCCs)
5. Enclosure 5: Acceptance format for General Conditions of Contract (GCCs)
6. Enclosure 6: Declaration of Compliance on Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017
7. Enclosure 7: Extract of provisions of the official secrets act, 1923
8. Enclosure 8: Performa Performance Bank Guarantee cum Security Deposit
9. Enclosure 9: Non-disclosure agreement
10. Enclosure 10: Undertaking for Conflict of Interest Among Bidders/ Agents.
11. Enclosure 11: Declaration of local content.

Note: Bidder has to upload filled and signed enclosures along with the offers on their letterhead.

SCOPE OF WORK FOR SUPPLY & INSTALLATION OF BRIDGE FIN SCAFFOLDING**List of Reference Drawings for BFS are as follows:****A] AS1 Assembly:**

1. P75 BFSCAF-AS1 REV B - BRIDGE FIN SCAFFOLDING SUB-ASSEMBLY-1 GENERAL ARRANGEMENT AND DETAIL VIEW WITH PART LIST.
2. P75/0811-03-20-00 REV B - TYPICAL DETAILS OF SPRING GATE & HATCH DOOR.
3. P75/0811-04-23-00 REV A - ADDITIONAL DETAILS BFS AS1 ASSY.
4. P75/0811-05-39-00 REV A - MODIFICATION OF SCAFFOLDING DUE TO INTERFERENCE WITH EXHAUST DIFFUSER.
5. P75/0811-06-36-00 REV A - MODIFICATION OF SCAFFOLDING DUE TO TRANSPORTATION CONSTRAINTS.

B] AS2 ASSEMBLY:

1. P75 BFSCAF-AS2 REV A - BRIDGE FIN SCAFFOLDING SUB-ASSEMBLY-2 GENERAL ARRANGEMENT AND DETAIL VIEW WITH PART LIST.
2. P75/0811-03-21-00 REV A -INSTALLATION OF REMOVABLE PLATFORM ON BRIDGE FIN SCAFFOLDING AND HANDRAIL FOR LEVEL-03.
3. P75/0811-03-20-00 REV B - TYPICAL DETAILS OF SPRING GATE & HATCH DOOR.
4. P75/0811-04-22-00 REV A - ADDITIONAL DETAILS BFS AS2 ASSY.

C] Base Frame Assembly:

1. P75-0811-04-24-00-A - BASE FRAME
2. P75-0811-04-25-00-A - BASE FRAME INSTALLATION DETAILS

D] GENERAL:

1. P75 BFSCAF: INSTALLATION INSTRUCTIONS FOR P-75 BRIDGE FIN SCAFFOLDING.
2. PAINT SCHEME FOR BRIDGE FIN SCAFFOLDING.

MDL Scope

1. MDL will provide complete set of reference indicative drawings.
2. MDL-EY-QA will be the Agency for Quality Assurance during the manufacturing and supply of scaffolding items/ fittings.

Vendor's Scope of Work

3. The fabrication premises and materials as per SOW is in vendor's scope.
4. List of drawings for manufacturing, supply and installation of scaffolding are to be collected from MDL-EY-Design/ User dept. The Supplier is required to submit Non-Disclosure Agreement (NDA) in the prescribed format prior to collection of drawings and documents.

5. All the parts are to be punched/engraved/marked with identification numbers.
6. Part list provided are indicative. Any item not mentioned in the part list/drawing but required for completion of the work is to be arranged by the supplier without additional cost.
7. The supplier has to submit QAP and shall be approved prior to the commencement of any manufacturing activity. The subcontractor shall prepare their own QAP. The same has to be approved by MDL Design with concurrence of QA-EY. Subsequently, all quality control documents shall be established and provided. These shall include material inspection, stage inspection, weld inspection and paint inspection records etc.
8. Mill TC or Govt. authorized / NABL accredited laboratory test certificates shall be provided for all materials used for the manufacturing and supply of scaffolding items/ fittings to be submitted to MDL.
9. Welders qualified by internationally reputed third party inspection agency like BV/IRS/ABS/LRS/DNV etc. are to be used for execution of the job.
10. Every Fabricated part needs to be cleared from burrs & smooth grinded prior to offer for final inspection.
11. All Consumables required for the manufacturing and supply of scaffolding items/ fittings is to be arranged by the subcontractor.
12. All Non-Consumables/ Machinery (Welding Rectifiers, Grinding Machine, NDT equipment etc.) required for the manufacturing and supply of scaffolding items/ fittings is to be arranged by the subcontractor.
13. Any change in material/ modifications to be carried only after written approval from MDL-EY-Design. For any clarification on drawings, Subcontractor may consult MDL-EY-Design.
14. Any rework, modification arising due to faulty workmanship, incorrect welding, incorrect form & fit to submarines and erection sequence will be the responsibility of the vendor. MDL QA/EY & User dept. will inspect the bridge fin scaffolding after modification work at Supplier's premises.
15. Paint scheme to be applied as per specifications and firm should dispatch after satisfactory Inspection of the painted Bridge Fin Scaffolding.
16. Prior to dispatch, visual inspection & Assembly inspection will be carried out by MDL QA-EY, MDL User dept., SOT(Mbi) & **ND(Mbi)/NSRY(Karwar)** rep at Vendor's premises. The point of contact IN Rep. at NDMB (Lt Anshul Thakur, DMDDHP) & at NSRY, Karwar (Lt Chhavi Shekhawat , AM Ship lift).
17. Delivery of duly inspected and QA cleared bridge fin scaffolding is in supplier scope as per details below.
 - a) For SMDDHP, Naval Dockyard, Mumbai. Quantity – 2 Set.
 - b) For Manager Ship Lift, NSRY, Karwar, Karnataka. Quantity – 1 Set.
18. The point of contact at delivery will be IN Rep. at ND(Mbi) (Lt Anshul Thakur, DMDDHP) & at NSRY, Karwar (Lt Chhavi Shekhawat , AM Ship lift). Delivery challan will be signed by IN rep. GRN will be prepared based on receipt inspection by IN rep. and acceptance by MDL User.
19. **Post Delivery:** Installation & commissioning of all 03 nos. Bridge Fin Scaffolding (02 set at Naval Dockyard, Mumbai and 01 set at NSRY, Karwar, Karnataka) is in supplier's scope. Installation assistance i.e Electrical connection, Crane facility will be provided by respective IN dockyards. The Material shifting from designated area to the installation site is in Supplier's Scope.
20. Work Completion Certificate (WCC) and acceptance will be issued by MDL User (CM and above from EY-Hull).
21. Installation & Commissioning of Bridge Fin Scaffolding at Naval Dockyard, Mumbai and NSRY, Karwar, Karnataka is to be completed within 90 days from the date of receipt of material at respective Yards. The Supplier has to communicate with the respective Naval Dockyards for availability of Submarine. If the Submarine is not made available by IN within 90days, the Installation & Commissioning activity shall be considered as cancelled and Purchase Order can be closed.

22. The point of contact IN Rep. at NDMB (Lt Anshul Thakur, DMDDHP) & at NSRY, Karwar (Lt Chhavi Shekhawat , AM Ship lift). Installation Completion or Work Done Certificate will be issued by IN rep.

General Terms and conditions

23. Guarantee/Warranty requirement:

Firm to stand guarantee for a period of 12 months from the date of handing over and any defects brought to the notice during this period to be attended immediately free of cost. Warranty of all the parts are 12 months from the date of receipt.

24. Delivery period:

- (i) Nine months from date of placement of order for delivery of Bridge Fin Scaffoldings.
- (ii) Three months for installation and commissioning after delivery of Bridge Fin Scaffolding.

Note: Supplier has to deliver Bridge fin scaffolding as follows:

- a) For SMDDHP, Naval Dockyard, Mumbai. Quantity – 2 Set.
- b) For Manager Ship Lift, NSRY, Karwar, Karnataka. Quantity – 1 Set.

TEF ACCEPTANCE FORMAT

TEF CLAUSE No.	BIDDER'S REMARK	TEF CLAUSE No.	BIDDER'S REMARK	TEF CLAUSE No.	BIDDER'S REMARK
1.	ACC / DEV	2.	ACC / DEV	3.	ACC / DEV
4.	ACC / DEV	5.	ACC / DEV	6.	ACC / DEV
7.	ACC / DEV	8.	ACC / DEV	9.	ACC / DEV
10.	ACC / DEV	11.	ACC / DEV	12.	ACC / DEV
13.	ACC / DEV	14.	ACC / DEV	15.	ACC / DEV
16.	ACC / DEV	17.	ACC / DEV	18.	ACC / DEV
19.	ACC / DEV	20.	ACC / DEV	21.	ACC / DEV
22.	ACC / DEV	23.	ACC / DEV	24.	ACC / DEV
25.	ACC / DEV	26.	ACC / DEV	27.	ACC / DEV
28.	ACC / DEV	29.	ACC / DEV	30.	ACC / DEV
31.	ACC / DEV	32.	ACC / DEV	33.	ACC / DEV
34.	ACC / DEV	35.	ACC / DEV		

COMPANY'S NAME & ADDRESS:

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

- Bidder confirms to have carefully read the Terms & Conditions enclosed only with this Tender Enquiry Form (TEF) prior to filling up this acceptance format.
- Bidder confirms that this format has been **properly filled, signed and returned** along with our technical offer (Part-I) for considering the Bid.
- Bidder confirms to have indicated **"ACC" for Accepted, "DEV" for Deviation** taken for each clause number in the above table.
- In case of any deviations taken the bidder confirms to have attached **Separate Sheet** indicating all relevant details such as Number & Title / brief description of the Clause, **Reasons for Deviation and suggested alternative(s)**.
- Clause numbers shown in the above format also includes the sub-clauses under these clauses. For example, Clause no. 8 means – Clause nos. 8-a (i) to (iv), b (i) to (xiii)& c
-

RATE SHEET PRESCRIBED FORMAT***(Please quote on your letter head only)*****Note: Do not mention prices here.**

SR NO.	Material /service details	QTY	Unit	Quoted/Not quoted
10	Bridge Fin Scaffolding (Supply Location - Naval Dockyard, Mumbai).	2	SET	
20	Installation & commissioning of Bridge Fin scaffolding at Naval Dockyard, Mumbai	2	SET	
30	Bridge Fin Scaffolding (Supply Location - NSRY, Karwar).	1	SET	
40	Installation & commissioning of Bridge Fin scaffolding at NSRY, Karwar	1	SET	

a. The firm has read, understood and accept the complete Scope of work.	Yes/No
b. The firm quoted as per the latest issued corrigendum.	Yes/No
c. The firm is manufacturer/OEM for the all the line items. (If firm is not manufacturer/OEM for some line items, details of the same to be attached.)	Yes/No

Taxes and duties		
Tax head	Rate applicable	Percentage of total Amount on which the tax is applicable
Applicable tax		

Note:**The bidder shall provide the quoted price breakup of all the items (ex. Duties and taxes) as requested in scope of work after price bid opening.**

Name:

Designation:

Date:

Bidders Company Seal

GENERAL CONDITIONS OF CONTRACT (GCC)

The word 'Purchaser' refers to MAZAGON DOCK SHIPBUILDERS LIMITED, (MDL), a Company within the meaning of Companies Act, 2013 and it includes its successors or assignees.

The word 'Bidder' (including the term 'tenderer', 'consultant' 'vendor' or 'service provider' in certain contexts) means any legal entity such as firm(s) of Proprietorship / Partnership Firm / Limited Liability Partnership / Private Limited / Limited company / Society registered under Society's Act / Statutory Bodies/ Consortium/ Joint Venture etc. participating in a procurement process.

The word 'Owner' means the person or authority with whom Mazagon Dock Shipbuilders Limited (Purchaser) has contracted to carry out work in relation to which orders are placed by the Purchaser on the Bidder/Supplier/Contractor under this contract for supply or manufacture of certain items and would include Department of Defence Production, Ministry of Defence, Government of India, the Indian Navy, the Coast Guard and any other specified authority. Unless otherwise indicated specifically by the bidder / contractor in his bid, it shall be construed as his acceptance of all the conditions mentioned in this GCC.

1. TENETS OF INTERPRETATION

Unless where the context requires otherwise, throughout the contract:

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

2. LANGUAGE OF CONTRACT

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**3.1 Governing Laws and Jurisdiction**

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

3.2 Changes in Laws and Regulations

Unless otherwise stipulated in the contract, if after the last deadline for the bid submission (Techno-commercial), any law, regulation, ordinance, order or bye-law having the force of law is enacted,

promulgated, abrogated, or changed in India (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/ or the contract Price, then such Delivery Date and/ or Contract Price shall be correspondingly increased or decreased, to the extent that the contractor has thereby been affected in the performance of any of its obligations under the contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable.

4. CONFIDENTIALITY, SECRECY AND IPR RIGHTS

(a) IPR Rights

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

(b) Confidentiality

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

(c) Secrecy

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

(d) Obligations of the contractor

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

(ii) The contractor shall treat and mark all information as confidential (or Secret – as the case may) and shall not, without the written consent of MDL, divulge to any person other than the person(s) employed by the contractor in the performance of the contract. Further, any such disclosure to any such employed person shall be made in confidence and only so far as necessary for such performance for this contract.

(iii) Notwithstanding the above, the contractor may furnish to its holding company or its Subcontractor(s) such documents, data, and other information it receives from MDL to the extent required for performing the contract. In this event, the contractor shall obtain from such holding company/ Subcontractor(s) an undertaking of confidentiality (or secrecy – as the case may be) similar to that imposed on the contractor under the above clauses.

(iv) The obligation of the contractor under sub-clauses above, however, shall not apply to information that:

(aa) The contractor needs to share with the institution(s) participating in the financing of the contract;

(ab) now or hereafter is or enters the public domain through no fault of Contractor;

(ac) can be proven to have been possessed by the contractor at the time of disclosure and which was not previously obtained, directly or indirectly, from MDL; or

(ad) otherwise lawfully becomes available to the contractor from a third party that has no obligation of confidentiality.

(v) The above provisions shall not in any way modify any undertaking of confidentiality (or Secrecy – as the case may be) given by the contractor before the date of the contract in respect of the contract/ the Tender Document or any part thereof.

(vi) The provisions of this clause shall survive completion or termination for whatever reason of the contract.

5. PERMITS, APPROVALS AND LICENSES

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

6. TRANSFER OF TITLE OF GOODS

(a) 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 interim consignee, as the case may be. 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.

(b) 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.

7. EXTENSION OF DELIVERY PERIOD

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

(b) Conditions for Extension of Delivery Period

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

(i) Liquidated Damages

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

(ii) Denial Clause

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

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

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

(c) Liquidated damages

If the contractor fails to deliver any or all of the Goods or fails to perform the incidental Works/ Services (e.g. installation, commissioning or operator training) within the time frame(s) incorporated in the contract, MDL shall, without prejudice to other rights and remedies available to MDL under the

contract, deduct from the contract price, as agreed liquidated damages, but not as a penalty, a sum equivalent to the **0.5 %** percent (excluding taxes) of the delivered price of the delayed Goods and/ or incidental Works/ Services for each week of delay or part thereof until actual delivery or performance, subject to a maximum deduction of the **10%** of the delayed Goods' or incidental Works/ Services' contract price(s). Besides liquidated damages during such a delay, the denial clause shall also apply. Any failure or delay by any subcontractor, though their employment may have been sanctioned shall not be admitted as 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

Termination due to Breach, Default, and Insolvency

(a) Defaults and Breach of Contract

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

(i) Default in Performance and Obligations

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

(ii) Insolvency

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

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

(b) Notice for Default

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

(c) Terminations for Default

(i) Notice for Termination for Default: In the event of unsatisfactory resolution of 'Notice of Default' within two weeks of its issue as per sub-clause above, MDL if so decided, shall by written Notice of Termination for Default sent to the contractor, terminate the contract in whole or in part, 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.

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

(vii) Risk and Cost Procurement

In addition to termination for default, MDL shall be entitled, and it shall be lawful on his part, to procure Goods same to those terminated, with such terms and conditions and in such manner as it deems fit at the "Risk and Cost" of the contractor. Such 'Risk and Cost Procurement' must be initiated (viz. AIP/PR/Tender) within six months from the termination of Contract. The Contractor shall be liable for any loss which MDL may sustain on that account provided the procurement, or, if there is an

agreement to procure, such agreement is made. The Contractor shall not be entitled to any gain on such procurement, and the manner and method of such procurement shall be in the entire discretion of MDL.

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

9. CLOSURE OF CONTRACT

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

10. COMMUNICATION AND LANGUAGE FOR DOCUMENTATION

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

11. PRESERVATION AND MAINTENANCE

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

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

12. FREIGHT AND INSURANCE.

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.

13. CANCELLATION OF TENDER

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

14. PURCHASER'S PROPERTY.

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

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

15. REJECTION OF MATERIALS

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

16. RECOVERY-ADJUSTMENT PROVISIONS

Payment made under one order shall not be assigned or adjusted to any other order except to the extent agreed upon in writing by the Purchaser. During the currency of the contract, if any sum of

money is payable by the 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.

17. TRANSFER OF SUPPLIERS / CONTRACTOR'S RIGHTS

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.

18. SUBCONTRACT AND RIGHT OF PURCHASER

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.

19. PATENT RIGHTS

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

20. AGENTS/AGENCY COMMISSION

The seller confirms and declares to the buyer that the seller is the original manufacturer or authorized distributor/stockiest of original manufacturer of the goods referred to in this contract and has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommended to the Buyer or any of its functionaries, whether officially or unofficially , to the award of the Contract / Purchase order to the Seller; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The Seller agrees that if it is established at any time to the satisfaction of the Buyer that the present declaration is in any way incorrect or if at a later stage it is discovered by the Buyer that the Seller has engaged any such individual/firm, and paid or intended to pay any amount, gift, reward , fees, commission or consideration to such person, party, firm or institution , whether before or after the signing of this Contract / Purchase order, the Seller will be liable to refund that amount to the Buyer. The seller will also be debarred from participation in any RFQ/Tender for new projects/program with Buyer for a minimum period of five years. The buyer will also have a right to consider cancellation of the Contract either wholly or in part, without any entitlement or compensation to the Seller who shall in such event be liable to refund all payments made by the buyer in terms of the Contract along with interest at the rate of 2% per annum or 6% whichever is higher above LIBOR (London Inter Bank Offer Rate) (for foreign vendors) and base rate of SBI plus 2% (for Indian Vendors). The Buyer will also have the right to recover any such amount from any contracts concluded earlier with Buyer.

21. USE OF UNDUE INFLUENCE / CORRUPT PRACTICES

The Bidder / Supplier / Contractor undertakes that he has not used corrupt practices or used any undue influence which is not admissible as per Indian law to obtain contract/order or in doing any business with the purchaser. If found that Bidder / Supplier / Contractor is involved in such wrong practices, then Purchaser is entitled to cancel the contract/s and all or any other contracts and then to recover from the Bidder / Supplier / Contractor the amounts of any loss arising from such contracts' cancellation, including but not limited to imposition of penal damages, forfeiture of Performance security, encashment of the Bank Guarantee and refund of the amounts paid by the Purchaser.

22. IMMUNITY OF GOVERNMENT OF INDIA CLAUSE

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

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

23. BANNED OR DE-LISTED CONTRACTORS / SUPPLIERS

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

24. DISPUTE RESOLUTION MECHANISM AND ARBITRATION

(a) Dispute resolution mechanism(DRM)

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

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

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

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

(b) Arbitration

Unresolved disputes/differences, if any, shall then be settled by Arbitration. The Arbitration proceedings shall be conducted at Mumbai, India, in English Language, under the Arbitration and Conciliation Act, 1996 as amended from time to time and the rules thereunder. MDL prefers to have arbitration through Institutes such as Indian Council of Arbitration (ICA)/ICA-DR, Mumbai Centre for International Arbitration, International Chamber of Commerce (ICC), Singapore International Arbitration Centre (SIAC) with the mutual consent of the parties. In case of unresolved difference/dispute between the Purchaser and Supplier, being Central Public Sector Enterprises/Central Govt. departments, the disputes shall be resolved firstly through mutual discussion or through the empowered agencies of the Govt. or through arbitration by reference by either party to the department of Public Enterprises, as per extant guidelines. If disputes/differences remain unresolved/unexecuted, the same shall be referred first to the Cabinet Secretariat and then, if necessary to the PMO. Any changes to arbitration clause must be vetted by HOD (Legal) before incorporation in contract/PO.

25. JURISDICTION OF COURTS

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

26. SAFETY

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

27. FORCE MAJEURE

If at any time during the execution of the goods / service order, the performance in whole or in part by either Purchaser or and by the Bidder(s) / Supplier(s) / Contractor(s) is / are delayed by any reason of force majeure situations such as acts of civil war, civil commotion, sabotage, hostilities, war, fires, explosions, epidemics, natural calamities like floods, earthquakes, volcanoes, storms, acts of God and laws of respective governments or any other causes beyond the control of either parties, hereinafter referred to as "events", provided notice of the occurrence of such event/s is / are communicated by either party, to the other party within 21 days from the date of occurrence thereof, neither party shall by reason such events be entitled to terminate the contract nor shall either party have any claim for damages against the other in respect of such non-performance and or delay in performance of the contract / order. Executions on either side shall be resumed as soon as practicable after such event has come to an end or ceased to exist and the decision of Purchaser as to whether activities can resume or not, shall be conclusive and final. Occurrence of the events to be certified by Chamber of Commerce / Indian High Commission or Embassies / Government in that Country. The performance in whole or in part under the captioned tender / contract is prevented or delayed by reason of any such event for a period exceeding sixty days either party may at its option terminate the contract / further processing of the tender. The relative obligations of both the parties remain suspended during the actual period of force majeure. The Purchaser may extend the delivery schedule as mutually agreed, on receipt of written communication from the Bidder / Supplier / Contractor regarding occurrence of 'Force Majeure' conditions, but not exceeding six months from the scheduled delivery date. If the 'Force Majeure' conditions extend beyond this period, the Purchaser shall have the right to cancel the order without any financial implication to the Purchaser or on terms mutually agreed to.

ACCEPTANCE FORM FOR GENERAL CONDITIONS OF CONTRACT (GCC)

GCC CLAUSE No.	BIDDER'S REMARK	GCC CLAUSE No.	BIDDER'S REMARK	GCC CLAUSE No.	BIDDER'S REMARK
	ACC/DEV		ACC./ DEV		ACC/ DEV
1	ACC/DEV	2	ACC/DEV	3	ACC/DEV
4	ACC/DEV	5	ACC/DEV	6	ACC/DEV
7	ACC/DEV	8	ACC/DEV	9	ACC/DEV
10	ACC/DEV	11	ACC/DEV	12	NA
13	ACC/DEV	14	ACC/DEV	15	ACC/DEV
16	ACC/DEV	17	ACC/DEV	18	ACC/DEV
19	ACC/DEV	20	ACC/DEV	21	ACC/DEV
22	ACC/DEV	23	ACC/DEV	24	ACC/DEV
25	ACC/DEV	26	ACC/DEV	27	ACC/DEV

COMPANY'S NAME & ADDRESS:

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

1. Bidders should carefully read the General Terms & Conditions (GCC) of the Tender Enquiry prior to filling up this acceptance format.
2. This format should be properly filled, signed and returned by the bidder(s) along with their technical offer for considering their Bid.
3. Bidder(s) should indicate "ACC" for Accepted, "DEV" for Deviation Taken for each clause number in the above table.
4. Bidder(s) to attach Separate Sheet indicating all relevant details such as Number & description of the Clause, Reasons for Deviation and Alternative suggested for any deviations taken by them.
5. **Clause numbers shown in the above format also includes the sub-clauses under these clauses. For example, Clause no. '8' means – Clause nos.-8.1, 8.2, 8.3.**

Declaration of Compliance on Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017

Restriction under rule 144(xi) of GFR

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

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

- III. "Bidder (or entity) from a country which shares a land border with India" for the purpose of this Order means: -
 - (a) An entity incorporated, established or registered in such a country; or
 - (b) A subsidiary of an entity incorporated, established or registered in such a country; or
 - (c) An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - (d) An entity whose beneficial owner is situated in such a country; or
 - (e) An Indian (or other) agent of such an entity; or
 - (f) A natural person who is a citizen of such a country; or
 - (g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

- IV. The beneficial owner for the purpose of (iii) above will be as under:
 1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation—

- a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;
- b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholder's agreements or voting agreements;

2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
 4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- VI. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.
- VII. The registration shall be valid at the time of submission of bid and at the time of acceptance of bid.
- VIII. If the bidder was validly registered at the time of acceptance I placement of order, registration shall not be a relevant consideration during contract execution.

Note: Model certificate to be signed and stamped is attached at the following page.

Model Certificate:**DECLARATION BY AUTHORISED SIGNATORY OF THE FIRM**

"I..... have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India. I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority.

I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

AUTHORISED SIGNATURE: _____

DATE: _____

Seal / Stamp of Bidder

Model additional certificate by Bidders in the cases of specified TOT:**DECLARATION BY AUTHORISED SIGNATORY OF THE FIRM**

I have read the clause regarding restrictions on procurement from a bidder having Transfer of Technology (TOT) arrangement I certify that this bidder does not have any TOT arrangement requiring registration with the competent authority.

OR

I have read the clause regarding restrictions on procurement from a bidder having Transfer of Technology (TOT) arrangement. I certify that this bidder has valid registration to participate in this procurement.

AUTHORISED SIGNATURE: _____

DATE: _____

Seal / Stamp of Bidder

EXTRACT OF PROVISIONS OF THE OFFICIAL SECRETS ACT, 1923**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 - approaches, inspects, passes over or is in the vicinity of any clear place; or 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 people 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.

Bidder's Signature.....

Bidder's Name.....

Company Seal.....

SECTION 9: "INCITEMENT"

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

SECTION 10: "PENALTY FOR HARBOURING SPIES"

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

SECTION 11: "SEARCH WARRANTS"

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

We accept and comply by the above clauses of EXTRACT OF PROVISIONS OF THE OFFICIAL SECRETS ACT, 1923.

Bidder's Signature.....

Bidder's Name.....

Company Seal.....

PROFORMA BANK GUARANTEE FOR PERFORMANCE SECURITY

(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 10% 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.

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

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

7. Notwithstanding anything contained herein above:

- i) Our liability under this guarantee shall not exceed Rs.....
- ii) This Bank Guarantee shall be valid upto and including; and
- iii) We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only

if you serve upon us a written claim or demand on or before(validity + 4 weeks from the date of expiry of this guarantee).

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

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

For Bank

(by its constituted attorney)

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

NON-DISCLOSURE AGREEMENT

THIS NON DISCLOSURE Agreement made at Mumbai, India on this _____ day of _____ 2014 between Mazagon Dock Shipbuilders Limited a company registered under the Companies Act, 1956 and having its registered office at Dockyard Road, Mumbai-400 010 (hereinafter referred to as "MDL") and _____ a company registered under the Companies Act, 1956 and having its registered office at _____ (hereinafter referred to as "_____").

MDL and _____ shall hereinafter be collectively referred to as "the Parties" and individually as "a Party".
WHEREAS

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

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

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

1. As used in this Agreement (hereinafter referred to as the "Agreement") the term "Confidential Information" shall mean any technical, confidential, proprietary or trade secret information or data disclosed by the Disclosing Party in connection with the _____ to the Receiving Party including without limitation any written or printed documents, specifications for the vessel, plans, general arrangement plans, production schedules, drawings, samples, models, information regarding business operations, financial information, marketing strategies, either in writing or orally or any means of disclosing such Confidential Information that the Disclosing Party may elect to use prior to the execution or during the validity of this Agreement. The Receiving Party agrees that all Confidential Information shall be treated as absolute confidential and the Receiving Party shall not disclose to any person such information otherwise than in terms of this Agreement. The Receiving Party will impose a similar duty of confidentiality on any person to whom the Receiving Party is permitted to transfer such information in accordance with the terms hereof.
For the purposes of this Agreement, the term "Receiving Party" shall mean and include its officers, employees, directors, agents, contractors, representatives, affiliated companies, successors and assigns.
2. Nothing in this Agreement may be construed as compelling the Disclosing Party to disclose any Confidential Information to the Receiving Party or to enter into any contractual relationships with the Receiving Party.
3. Any information or data in whatever form disclosed by the Disclosing Party to the Receiving Party and which (i) is clearly identified as Confidential Information by an appropriate and conspicuous marking or (ii) has been identified as Confidential Information at the time of disclosure shall be subject to the relevant terms and conditions of this Agreement. The Disclosing Party's decision whether any information disclosed by it under this Agreement is confidential or not shall be final and binding on the Receiving Party.
4. The Receiving Party hereby covenants that the Confidential Information received from the Disclosing Party shall:
 - (a) Be safely kept by the Receiving Party; the Receiving Party shall protect the Confidential Information with the same degree of care as the Receiving Party uses with its own confidential information in order to prevent its disclosure, copy and / or its use (but in no event less than reasonable care) for purposes other than the Proposal.
 - (b) Be only disclosed to, and used by, those employees or directors who have a need to know.
 - (c) Not be disclosed to a third party except those with a need to know provided they receive such information subject to the same restrictions as are contained in this Agreement.
 - (d) Be used by the Receiving Party directly or indirectly, solely for the purpose of considering, evaluating and effecting the tender/bid/contract.

5. The Receiving Party shall promptly upon requests by the Disclosing Party at any time return all copies of the Confidential Information communicated to it hereunder together with all copies and extracts made thereof and shall not retain any copies of the same, in any form whatsoever.
6. The Receiving Party shall have no obligations or restrictions with respect to:
 - (a) Information publicly known through no wrongful act of the Receiving Party.
 - (b) Information rightfully disclosed by a third party without breach of this Agreement by the Receiving Party and which can be communicated without restriction.
 - (c) Information which was already known or which was independently developed by the Receiving Party (provided that the Receiving Party can demonstrate the same).
 - (d) Information, the disclosure of which the Disclosing Party authorizes in writing.
7. Nothing in this Agreement shall be construed as granting to the Receiving Party any patent, copyright or design license, or rights of use under similar intellectual property rights in respect of the Confidential Information.
8. The Receiving Party shall not without prior written consent of the Disclosing Party: (a) Disclose to any person, directly or indirectly:
 - i) The fact that the Confidential Information has been made available to the Receiving Party by the Disclosing Party or that the Receiving Party has inspected any portion of the Confidential Information; or
 - ii) The fact that any discussion or negotiation is taking place concerning the Proposal; or iii) Any of the terms, conditions or other facts with respect to the Proposal, including the status thereof; or
 (b) Make any private or public announcement or statement concerning or relating to the Proposal.
09. The Disclosing Party represents and warrants that save as otherwise notified in writing to the Receiving Party:
 - a) Disclosure of information by it to the Receiving Party does not infringe the rights of any third party nor is it under any restriction with regard to the disclosure of any information, and that where applicable, it has obtained all licenses and consents necessary to enable the lawful disclosure of information by it to the Recipient; and
 - b) It is not aware of any restriction on the use of such information by the Receiving Party, save as provided in this Agreement.
 - c) To the effect that the foregoing representations and warranties shall be deemed to be given at the date of this Agreement and after that date upon and in respect of each disclosure.
 The Disclosing Party makes no warranty or representation whatsoever as to the accuracy, completeness, suitability or adequacy of any information or as to the results obtained from it and assumes no responsibility in respect of the use of the information by the Receiving Party.
10. The Receiving Party shall indemnify and hold harmless the Disclosing Party from and against any action, claim or proceeding and any loss, damage, costs, expenses or liabilities arising out of any such action, claim or proceeding, brought by any third party pursuant to any unauthorized disclosure or use of any information by the Receiving Party, or by any person for whom the Receiving Party is responsible under this Agreement, or pursuant to any breach of any undertaking, warranty or representation contained in this Agreement.
11. For the purposes of this Agreement 'Classified Information' shall mean information, documents and material of any kind which the respective Government i.e. Indian Government has given or caused to be given a security classification irrespective of whether the same is transmitted orally, electronically, in writing or by hand. Notwithstanding any other provision of this Agreement:
 - a) Each Party hereto undertakes to follow security procedures prescribed for military purposes with respect to disclosure, receipt, production, use and handling of Classified Information.
 - b) Any Classified Information, disclosed by one Party hereto shall be, whatever the method of disclosure be, identified by the Disclosing Party as Classified Information at the time of disclosure.
 - c) The provisions of this Clause are to remain in full force and effect notwithstanding any termination by expiration or otherwise of this Agreement.
12. In the event the Receiving Party is required to disclose Confidential Information under any provision of law or upon an action, subpoena or order of a court of competent jurisdiction or of any requirement of legal process regulation or governmental order, decree, regulation or rule, the Receiving Party will immediately notify the Disclosing Party of its having received a request to so disclose (alongwith the

terms and circumstances thereof), unless otherwise prohibited by law and consult with the Disclosing Party on action or steps to be taken in response to such request.

13. This Agreement represents the entirety of the agreement of the Parties relating to the disclosure of the Confidential Information and shall not be waived, amended or assigned by the Receiving Party except by prior written consent of the Disclosing Party. No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.
14. This Agreement shall be valid for a period of _____ (_____) years from the date of its execution between the parties. Notwithstanding the aforesaid, the obligations of Parties in connection with confidentiality under this Agreement shall survive in perpetuity.
15. The foregoing constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes and cancels any prior representation, understanding and commitment (whether oral and written) made between the Parties with respect to or in connection with any of the matter of things to which this Agreement applies.
16. This Agreement shall be governed by and shall be interpreted in accordance with the laws of India.
17. Any dispute arising in connection with or out of the validity, performance or the interpretation of this Agreement shall be finally settled by the competent jurisdiction in Mumbai.
18. The Receiving Party acknowledges that any breach of the terms and conditions of this Agreement may cause the Disclosing Party irreparable damage for which recovery of money damages would be inadequate. Therefore, the Receiving Party agrees that the Disclosing Party shall be entitled, in addition to any other remedies available to it, to seek injunctive relief and/or other equitable relief to prevent or restrain any breach by the Receiving Party or its employees/officials, or otherwise to protect its rights, under this Agreement.
19. Unless otherwise provided herein, all notices or other communications under or in connection with this Agreement shall be given in writing and may be sent by personal delivery or post or courier or facsimile at the address as specified herein below:

To MDL

Address:

Phone No.:

Fax:

E-mail:

To _____

Address:

Phone No.:

Fax No. :

E-mail:

Any such notice or other communication will be deemed to be effective if sent by personal delivery, when delivered, if sent by post, 4 (four) days after being deposited in the post and if sent by courier, one day after being deposited with the courier, and if sent by facsimile, when sent (on receipt of a confirmation to the correct facsimile number).

IN WITNESS WHEREOF, this Agreement is executed by authorized representatives of both the Parties in two (2) originals.

Signed by the within named Signed by the within named MDL

In the presence of

_____ In the presence of

Note: The above Agreement is to be drawn up by the contractor on non-judicial stamped paper of value Rs.100/-, if it executed in Maharashtra. However, for other places stamp duty is to be levied as per Stamp Act of respective States.

Undertaking for 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:
 - (aa) The principal manufacturer directly or through one Indian agent on his behalf; and
 - (ab) 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.

DECLARATION BY AUTHORISED SIGNATORY OF THE FIRM

"I..... have read the above clause regarding Conflict of Interest Among Bidders/ Agents. I certify that this bidder fulfils all the requirements in this regard and does not have any conflict of interest"

AUTHORISED SIGNATURE: _____

DATE: _____

Seal / Stamp of Bidder

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: (Name of Firm):.....

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

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

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

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

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

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

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

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

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

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

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

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

Tender Item Sr No	Local content calculated as above %	Location of local value addition (Location shall be the specified as name of city or district, etc. Location as name of country will be considered as ambiguous and such bids shall be rejected.)

Attach separate sheet duly signed if space is not sufficient

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

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

(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 16.09.2020

SIGNATURE: _____

DATE: _____

Seal / Stamp of Bidder

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

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

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

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

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

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

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

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

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

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

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

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

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

SIGNATURE: _____

DATE: _____

Stamp / Seal of the company