Mazagon Dock Shipbuilders Limited, Mumbai
Supply of Paints for MDL, GRSE, HSL & GSL under rate contract
Type of tender: Limited tender

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Tender Enquiry Form (TEF)

TENDER NO.	**MDL/GM(M)/Intg-Proc/2026/Paints/02**
TENDER DATE निविदा दिनांक**:**	**13.11.2026**
TENDER CLOSING DATE & TIME निविदा समाप्त दिनांक:	**08.12.2026@1400 hrs**
TENDER OPENING DATE &TIME निविदा खुलनेकी दिनांक**:**	**09.12.2026@1400 hrs**

Defence Public Sector Shipyards MDL, GRSE, HSL & GSL, under the administrative control of the Department of Defence Production (DDP), Ministry of Defence (MoD), Government of India, are engaged in the construction of warships, submarines and other commercial vessels including ship repair activities simultaneously at Mumbai, Kolkata, Visakhapatnam & Goa respectively. The construction activities require Pipes, Flanges, Fittings, Paints and other items/equipment which needs to be supplied in the specified time frame. To regulate the supply and meet the project requirements of the DPSU's, bids are invited from shortlisted MSME bidders who have qualified under the Expression of Interest (EoI) EoI Ref No: MDL/GM(M)/Intg-Proc/EoI/2026/02 dated 23.06.2026 for supply of paints.

Mazagon Dock Shipbuilders Limited, invites offer in two bid system i.e. Part-I (Techno Commercial Bid) and Part-II (Price Bid) from Empaneled/Shortlisted MSME Manufacturers through online bidding via MDL e-procurement portal (https://eprocuremdl.nic.in) for Supply of Panits on Triennial Rate Contract (TRC) of 3 years for aggregated demand of MDL, GRSE, GSL & HSL which may be extended for next 2 years on yearly basis subject to satisfactory performance of the firm during the execution period.

The Tender Enquiry can be downloaded from our website: https://eprocuremdl.nic.in / https.mazagondock.in / (Path: Tenders>>Material Purchase>>IT Purchase) & is also available on Central Public Procurement Portal.

Bids submitted on our e-procurement portal http://eprocuremdl.nic.in only will be accepted. Bids submitted in any other form other than online submission will not be accepted.

1. **Description & Scope of Supply / Work**:

   a. **Details of Quantities and Types of Paints**

Sl. NO.	Material	Final Description	TOTAL QTY (LIT)
1	Epoxy Red oxide shop primer conforming NCD 1435 Issue 2 / Latest issue DS CAT No 8010-001009	Epoxy Red oxide shop primer conforming NCD 1435 Issue 2 / Latest issue DS CAT No 8010-001009	**133000**

2	Compatible Thinner for Epoxy Red oxide shop primer conforming NCD 1435 Issue 2 / Latest issue DS CAT No 8010-001009	Compatible Thinner for Epoxy Red oxide shop primer conforming NCD 1435 Issue 2 / Latest issue DS CAT No 8010-001009	**18600**

b. **Shelf Life:** Shelf life of 1 year from receipt of material at respective DPSU shall be guaranteed by vendor. Certificate of Conformity for the same to be submitted by Vendor.

c. **Inspection:** Vendor to provide all the test certificates (including type test) as specified in NCD 1435 for the required shades from NABL/Govt. approved lab for the first lot of material.
For the subsequent delivery, Vendor to submit manufacture's test report on self-declaration. The test shall confirm to NCD 1435 specification except for Shade (Applicable only for primer). Test certificates from NABL/Govt. approved lab not required for thinners. Further, Receipt inspection will be carried out by respective DPSUs.

Note: Cost/charges for testing and inspection shall be borne by vendors.

d. **Packaging:**
   i. The Primer and thinner shall be suitably packed to protect them from damage during shipment and storage.

   ii. Each package shall be suitably marked with Suppliers Name, trade designation, classification, size, net weight, quantity of Primer and thinner, batch number with date and other necessary information.

e. It shall be ensured that the quality of material is consistently maintained as per the specifications and the supplies are made with requisite batch certificate with proper correlation of our order number, batch number.

f. If the bidders find discrepancies in, tender conditions/specifications/drawings or other documents, or have any doubts as to the meaning or intent or any part thereof, they should inform MDL within 7 days from the date of publishing of tender on NIC website.

Note:

a. The quantities indicated above are our approximate requirement, however progressive orders will be placed by respective Defense Public Sector Shipyard on as and when required basis in a phased manner. Defense Public Sector Shipyards are not bound to order entire quantity as indicated during the tenure of the contract.

b. Quantity indicated against each progressive order placed on you periodically / progressively as per Shipyard requirement must be completed in full within delivery period indicated in the order. Failure to effect supply within the delivery period will render the progressive order to be cancelled without notice and material will be procured from elsewhere at your risk and cost.

2. **Price Discovery: Through Reverse Auction on NIC portal**

3. **Ranking of Bids**:
Tender line items are inseparable and divisible in nature.
(a) Techno-Commercially Qualified Lowest Bidder on total value wise basis will be considered for processing of placement of order/contract.

(b) **L1 Determination: Overall ie On totality basis. Bidders must submit their quote for all the items else offer will be summarily rejected.** Ranking of bids shall be done by considering following factors:

(i) The bidder shall quote the unit price inclusive of all transportation, freight, unloading and logistics charges up to the respective store locations of the Defence Public Sector Shipyards (DPSUs). The ranking of bidders shall be determined based on the total evaluated price, excluding GST. GST shall be quoted separately and shall not be considered for ranking purposes.

(ii) The comparison of the responsive tenders shall be on total outgo on Least Cost Net of Credit Basis (LCNC), for the procurement to be paid to the supplier or service provider, including all elements of costs, duties, levies, freight, insurance etc. excluding GST (where ITC is available). Therefore, it shall be on the basis of delivery at destination basis (Stores of all DPSU's), duly delivered, commissioned, as the case may be.

(c) Reverse Auction (RA) shall be conducted as per provisions on the e-procurement platform. H1 elimination criteria shall be applicable.

(d) **Reverse Auction:** The Reverse Auction will be conducted amongst techno-commercially qualified bidders, after Opening of Financial Bids. It allows bidders multiple opportunities to offer a price. No indication will be available in the portal to anybody regarding number of bids and names of the bidders. It is solely at the discretion of bidder to participate in the auction. If a bidder is not interested to participate in the auction, then financial price bid submitted by bidder will normally be considered as final.

(e) A bidder can quote below the Starting Price or Current Auction Price.

(f) **Auction Start Date &Time and Auction End Date &Time: -** Live auction would be conducted during this period.

(g) **Auction Elapse Time in minutes:** It is the minute(s) before the 'Auction End Time' and acts as a trigger for auto extension of current auction. If a bid is received successfully within these minutes, the auction will be extended. Auction elapse time is 15 mins for this tender

(h) **Auction Bid Auto Extensions in minutes:** The Auction End Time will be extended by this 'Auto Extension Time in Minutes', If a bid is received successfully within 'Elapse Time in Minutes. Process will continue till no bid is received in elapse time. Auto extension time is 15 mins for this tender

(i) **Max Seal Percentage:** It defines maximum value a bidder can quote in multiples of decremental value. In case of Reverse Auction, in order to displace a standing lowest bid and to become "L1", a bidder can offer a minimum bid decrement or in multiples of decremental value up to above Max Seal %. Max seal percentage is 50 % for this tender.

For ex : Current price :- Rs. 49,000 Decrement value :- Rs. 1000 System Defined Maximum Seal % :- 50, in this case a bidder can quote minimum decrement amount as Rs 49,000-1000= Rs. 48,000 and maximum decrement amount is 49000-24500-1000=23500=24000.

(j) Bidder Elimination process: Bidders who are offering high price, will be Eliminated from auction process even though they are techno-commercially qualified.
Minimum Bidder for Elimination: 4
Number of Bidder to Eliminate: 1
While carrying out elimination process during reverse auction, System will eliminate H1 Bidder and start the Auction process with rest of the Bidders.

Note: The L1 bidder, upon completion of RA, shall submit a detailed price breakup for all line items at the final discovered prices. Price Negotiations may be conducted with L1 bidder post Reverse Action (RA).

4. **Loading Criteria**: All bidders are required to accept the stipulated payment terms and delivery period as specified in the tender. No deviation from the tender terms and conditions shall be permitted. Accordingly, no loading criteria shall be applicable.

5. **Quantity Allocation Method:** The total tendered quantity shall be allocated among the eligible bidders in the ratio of 50:30:20 to L1, L2 and L3, respectively, subject to the applicable MSE purchase preference provisions and the following conditions:
   (i) **L1 Allocation:** The L1 bidder shall be allocated 50% of the total quantity.
   (ii) **L2 and L3 Allocation:** The L2 and L3 bidders shall be allocated 30% and 20% of the total quantity, respectively, provided they agree to accept the L1 price for all applicable line items.
   (iii) **Refusal to Match L1 Price:** If L2 and/or L3 decline to match the L1 price, the opportunity shall be extended to the subsequent eligible bidders in order of ranking (L4, L5, and so on), subject to their acceptance of the L1 price for all applicable line items and compliance with the tender conditions.
   (iv) **Refusal to Accept Allocated Quantity:** If L2 and/or L3 agree to match the L1 price but decline to accept their respective allocated quantities of specific line items, the quantity declined line items shall be awarded to the L1 bidder, subject to applicable tender conditions and MSE purchase preference provisions.

6. **Pre-Qualification Criteria**: Not applicable**.**

7. **Earnest Money Deposit (EMD)** / **Bid Security:** Not applicable

8. **Validity Period of Offer**:
   (a) Bid / Offer shall have the validity period of 120 days after the deadline date for bid submission.
   (b) 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 non-responsive.
   (c) In case the day up to which the bids are to remain valid falls on/ subsequently declared a holiday or closed day for MDL, the bid validity shall automatically be deemed to be extended up to the next working day.
   (d) If the bidder does not accept the request of MDL for extension of validity, the bid security will not be forfeited. A bidder agreeing to the request will not be required or permitted to modify his bid, but will be required to extend the validity of his bid security.
   (e) In case techno-commercially accepted bidder/s does not agree to extend the offer validity, the offers of all techno-commercially accepted bidder/s including the bidder who has not agreed to extend their offer validity shall be opened and proceed further with valid bids.

9. **Period of Rate Contract:** Rate Contract period shall be three (3) years from the date of placement of rate contract subject to meeting all the requirements including quantity, quality and timely deliveries to the satisfaction of Defense Public Sector Shipyards, with a provision to extend the period of contract next two (2) years on yearly basis subject to satisfactory performance of the firm during the execution period for the rates as per Price Variation Clause (PVC) and terms and Conditions.

10. **Terms of Delivery:**

    (a) **Delivery Period:** Material shall be supplied as and when demanded by the respective Defense Public Sector Shipyards i.e., MDL, GRSE, GSL & HSL within 3 months from the date of placement of progressive order (PO) within the rate contract period.

    (b) CIF (door delivery at MDL, GRSE, HSL & GSL Store)

    (c) The delivery locations for the Shipyards are as tabulated below:

Sr. No	Shipyard	State & City	Delivery Location Address
1	Mazagon Dock Shipbuilders Limted (MDL)	Maharashtra, Mumbai	Mazagon Dock Shipbuilders Limited, Anik Chembur Store, Mahul Road, Near Vengsarkar Academy, Mumbai -400074.
2	Garden Reach Shipbuilders Limited (GRSE)	Kolkata, West Bengal	Garden Reach Shipbuilders & Engineers Limited 43/46 Garden Reach Road Kolkata 700024
3	Hindustan Shipyard Limited	Visakhapatnam, Andhra Pradesh	Hindustan Shipyard Limited, Gandhigram, Visakhapatnam -530005
4	Goa Shipyard Limited	Goa, Vasco Da Gama	Main Stores Building, Goa Shipyard Ltd, Vasco Da Gama, Goa - 403802

11. **Submission of Offer in Two Bid System**: Offer must be submitted in two parts as follows:
    a) **Part I (Techno Commercial Bid):** The bidder shall ensure following are essentially submitted in the Part-I bid as applicable:
        (i) Technical & Commercial offer.
        (ii) Integrity Pact (IP) duly filled & signed on each page.
        (iii) Valid MSME Udyam Certificate, MDL Registration Certificate as applicable.
        (iv) GST Registration Certificate
        (v) Acceptance of Tender terms (TEF) & General Condition of Contract (GCC).
        (vi) Declaration of Local Content, preference for MSE Order 2012 / PPP Order 2017 for purchase preference.
        (vii) Compliance Certificate w.r.t. Land Border Clause
        (viii) Unique GeM Seller ID.
        (ix) Blank rate sheet indicating quoted/not quoted against each line item, tax percentage, type of taxes and FE content. (Without indicating price)
        (x) Bank details for payment by RTGS/NEFT in the format enclosed.
        (xi) Compliance Matrix/Deviation form
        (xii) Undertaking about conflict of interest.
        (xiii) Additional documents as applicable to this tender.

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

    b) **Part-II (Price Bid):** Prices for each of the listed items has to be uploaded strictly in the prescribed format provided in the e-procurement portal. A standard Rate Sheet format has been provided with the tender document to be filled by all the bidders. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. Bidders are required to download the file, open it and complete the white colored (unprotected) cells with their respective financial quotes and other details (such as name of the bidder etc.). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.

    Note:

(i) If, in the price structure quoted for the required goods, there is discrepancy between the unit price and total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly;
(ii) If there is an error in a total corresponding to the addition or subtraction of sub-totals, the sub-totals shall prevail and the total shall be corrected; and
(iii) If there is a discrepancy between words and figures, the amount in words shall prevail.
(iv) If a firm quotes NIL charges/rates against any line item, the bid shall be treated as unresponsive and will not be considered.
(v) Modification in bids, if any, is to be made by bidders prior to the tender closing date & time.

12. **Bid Rejection Criteria**:

(a) **Categorical rejection criteria:** The following conditions / deviations are non-negotiable and therefore any bid falling under these conditions / deviations shall be summarily rejected. Bidders to note that they shall not be provided any opportunity to rectify these conditions / deviations post Part-I bid opening:
(i) Bids received after tender closing date and time.
(ii) Bids received other than through e-portal
(iii) Bidders who are debarred under PPP MII order 2017, GeM, CPPP including Tender holiday issued by MDL, GRSE, GSL & HSL or by any other Govt. Organization.
(iv) Bidders are mandatorily required to quote for all line items. Bids in which the bidder fails to quote for any line item shall be summarily rejected.

(b) **Liable rejection criteria**: Non-compliance/non-acceptance to any of the terms and conditions of the tender other than clause mentioned under loading criteria shall render the bid liable for rejection;
(i) Bidders are required to submit the shortfall documents / clarifications within the duration / date stipulated by MDL failing which their bids will be liable for rejection.
(ii) Bidder to note that the shortfall information/documents will be sought only in case of historical documents which pre-existed at the time of the tender opening i.e. submitted along with original bid and which have not undergone change since then.
(iii) Bids from Suppliers other than Class- I local suppliers shall be liable for rejection.
(iv) Offers of bidders not agreeing for the price variation clause are liable for rejection.
(v) Bids received without Integrity Pact duly filled & signed by the bidder on each page.
(vi) The Bidder shall not be under the purview of tender holidays / adverse ratings by any Government organization or large corporates on the date of tender closing.
(vii) Bidders shall mandatorily obtain a Unique GeM Seller ID and submit the same before opening of the price bid. Non-submission of the Unique GeM Seller ID within the stipulated timeline shall render the bidder liable for rejection.

13. **Performance Security (PS)**:

(a) On placement of confirmatory PO (progressive PO) to the Long-Term Contractor, the Performance Security for an amount equal to 5% of the order value (excluding taxes, duties) payable in Indian Rupees shall be submitted to the confirmatory Order placing Shipyard within 25 days of the award of confirmatory PO and the same should remain valid for a period of 60 (sixty) days beyond the date of completion of warranty / guarantee obligations & discharge of all contractual obligations.
(b) Performance security may be furnished in the form of NEFT / Demand Draft / Pay order / Bank Guarantee / Insurance Security Bond / Insurance Surety Bond / e-Bank Guarantee in favour of <Progressive order placing Defence Shipyard> from the list of Banks approved by SBI / Canara Bank published on <Progressive order placing Defence Shipyard> website.
(c) In cases where the supplier / contractor does not submit the PS but commences supply / services, interest will be recovered for the delayed period of submission of PS at the rate of SBI BPLR plus 2%.
(d) The performance security will be forfeited and credited to Progressive order placing Defence Shipyard's account in the event of a breach of contract by the contractor.

(e) The performance security will be refunded to the contractor without any interest, after the satisfactory performance against confirmatory order within 60(sixty) days of completion of all such obligations including the warranty under the contract.

(f) No exemption can be granted to any unit including MSME, SSI units and Defence Shipyard Registered Supplier for regulating the supply for meeting the Defence Project requirement having National significance & for meeting domestic & Export obligations for other Projects.

14. **Submission of Performance Security in the form of Insurance Surety Bond:** The Insurance Surety Bonds towards Performance Security shall be accepted in lieu of Bank Guarantee (BG), subject to fulfilment of the following eligibility criteria:

a) The Insurance Surety Bond shall be issued by an Indian Insurance Company as defined under Section 2(7A) of the Insurance Act, 1938, and duly registered with the Insurance Regulatory and Development Authority of India (IRDAI).

b) The issuing insurance company shall be a General Insurance Company authorized to issue Insurance Surety Bonds.

c) The Insurance Surety Bond shall be irrevocable and unconditional, having functionality equivalent to that of a Bank Guarantee, and shall be enforceable in accordance with its terms.

d) The prescribed format for submission of Insurance Surety Bond towards Performance Security is provided at **Annexure-17.**

e) The bidder shall ensure that the Insurance Surety Bond is issued strictly in the prescribed format and complies with all applicable statutory and regulatory requirements.

15. **Warranty/Guarantee**:

(i) The items supplied shall be guaranteed for minimum 12 months from the date of receipt and acceptance of items at Defence Public Sector Shipyards.

(ii) The supplier cannot absolve their responsibility for warranty of material even though it is inspected & approved by inspection authorities.

(iii) During guarantee period if material is found to be defective, the supplier shall have to arrange dispatch of new material on CIF basis. On arrival of new material, supplier should have to collect defective material. All addition cost towards replacement against defective items shall be borne by the supplier.

16. **Pricing / Terms of Pricing**:

(i) Bidders shall quote for delivery of the items to the all the delivery locations as per clause 10 above, including charges towards inland transportation, insurance, unloading charges and other local costs incidental to the delivery of the Goods/Services.

(ii) This contract shall be governed by the Price Variation Clause (PVC) separately indicated in the tender.

(iii) Rate Contract Period: The Rate Contract period would be for 3 (three) years extendable by another two years. PVC will not be applicable for progressive orders placed in first twelve months. PVC will be applicable for progressive Contracts placed beyond 12 months.

17. **Tie Breaker:** When multiple vendors quote same price for particular item(s)/services under such situation, following action in given sequence shall be done:

(a) In case of divisible, 50-50 qty to be given to each.

(b) In case of non-divisible, supplementary bid asking for discount to be obtained.

(c) In case of both divisible or non-divisible, lottery option to be exercised after above options are not conclusive.

18. **Taxes & Duties**:

(i) Supplier / contractor will not be entitled to any increase in rate of taxes occurring during the period of extended delivery completion schedule if there is delay in supplies / completion attributed to him. However, if there is a decrease in taxes, the same must be passed on to Defence Public Sector Shipyards.

(ii) Goods and Services Tax (GST):

(a) GST shall be payable extra as agreed as per GST Laws.

(b) Benefits from reduction in rate of tax/ITC is required to be passed on to consumer. Where "applicable GST" has been quoted as extra, Goods and service providers (except un-registered dealers under GST Law) have to submit declaration that they have complied with 'Anti-profiteering clause' under GST Law. Such declaration be given in technical bid.

(c) If the vendor is registered under GST, vendor shall mention the HSN code for goods and/or services in their tax invoice, etc. These codes must be in accordance with GST Laws and responsibility of specifying correct HSN codes for goods and/or services is that of the vendor. Defence Public Sector Shipyards shall not be responsible for any error in HSN code for goods and/or services specified by supplier / contractor. Supplier /Contractor shall pay penalty and/ or interest imposed on Defence Public Sector Shipyards or any loss due to delay in availing ITC by Defence Public Sector Shipyards or any loss of ITC to Defence Public Sector Shipyards due to errors by vendors at any stage. Defence Public Sector Shipyards reserves right to recover any such interest, penalty or loss from any amount due to supplier /contractor or otherwise

(d) In case, Defence Public Sector Shipyards are unable to avail ITC, supplier/contractor at their own cost shall rectify the shortcoming in the returns to be filed immediately thereafter. Further, if the ITC is delayed / denied to Defence Public Sector Shipyards / reversed subsequently as per GST Laws due to non / delayed receipt of goods and / or services and / or tax invoice or expiry of timelines prescribed in GST Laws for availing ITC, non-payment of taxes or non-filing of returns or any other reason not attributable to Defence Public Sector Shipyards, supplier /contractor shall pay any loss of amount along with interest and penalty on Defence Public Sector Shipyards under GST Laws for the number of days the ITC was delayed. If the short coming is not rectified by supplier/contractor and Defence Public Sector Shipyards ends up in reversal of credits and / or payments, supplier /contractor is fully liable for making good all the loss incurred by Defence Public Sector Shipyards. Defence Public Sector Shipyards reserves right to recover any interest, penalty or loss from any amount due to supplier /contractor or otherwise.

(e) If the vendor is registered under GST, the GST registration number (15 digit GSTIN) issued by GoI shall be mandatorily provided by the vendor. Vendor having multiple business verticals within state / at multiple states with separate GST registration numbers shall forward GSTIN of only that vertical which is involved in supply of goods and/or services. MDL GSTIN is 27AAACM8029J1ZA / GRSE GSTIN 19AAACG9371K1Z4 / HSL GSTIN 37AAACH4275P1Z2 / GSL GSTIN 30AAACG7569F1ZR and vendor shall mention the same while invoicing and avoid any data entry error on GST portal.

(f) If the vendor is registered under GST; Vendor shall ensure timely submission of invoice as per the provisions / requirement / timeline promulgated by GOI in relation to GST Law with all required supporting documents to enable Defence Public Sector Shipyards to avail input tax credit promptly. The vendors invoice inter alia should contain GSTIN of vendor, GSTIN of MDL (i.e. 27AAACM8029J1ZA) or GSTIN of Defence Shipyard placing the progressive Contract (ie GRSE GSTIN 19AAACG9371K1Z4 / HSL GSTIN 37AAACH4275P1Z2 / GSL GSTIN 30AAACG7569F1ZR), GST tax rate separately, HSN code wise goods or services, place of supply, signature of vendor, etc. Original invoice needs to be submitted to

Bill Receipt Centre at MDL gate, and a copy of the invoice should be given to the goods receiving section (GRS) or as applicable at the Confirmatory Order placing Defence Public Sector Shipyard.

(g) If the vendor is registered under GST, vendor shall file all applicable returns under GST Laws in the stipulated time and any losses of tax credit to Defence Public Sector Shipyards arising due to delay in filing will be recovered from their invoice wherever Defence Public Sector Shipyards is eligible to avail tax credit. Any default towards payment of tax and / or uploading of monthly returns by supplier/contractor, Defence Public Sector Shipyards retains right to withhold payments towards tax portion until the same is corrected and complied by the supplier/contractor with the requirement of GST along with satisfactory evidence.

(h) The GST will be applicable on total basic rate of each item (Inclusive of packing forwarding, freight & insurance).

19. **Payment Terms**:

(a) No advance in any manner will be paid.

(b) Payment shall be made as per actual quantity received and accepted. 100% Payment shall be made within 30 days of receipt/completion of material/services subject to acceptance of material/services and as reduced by any deductibles (example: Performance Security etc.) and / or the amount leviable towards liquidated damages, if any plus 100% taxes, duties etc. as applicable.

(c) Part payment against part supply shall be made.

(d) Bidders shall furnish all the necessary details like name of the bank / branch, branch code No, bank account number in their technical bid as per the RTGS/NEFT/ECS format provided with the tender enquiry

(e) The bills to be addressed to Commercial Department of the Confirmatory Contract placing Defence Shipyard and should be forwarded / submitted to their Invoice Receipts Section.

(f) Invoice become payable only after receipt & acceptance of the material at the Defence Public Sector Shipyards. Defence Public Sector Shipyards shall not be responsible for delay in payment because of errors in invoice with regard to HSN number, missing/incorrect PO no and its line-item number or Incorrect Item Description etc. Vendors are advised to ensure correctness of invoices in line with the PO. Each invoice shall have reference of Defence Public Sector Shipyards PO No. and respective PO line item.

(g) Trade Receivable Discounting System (TReDS) for MSEs:
In order to address the financial needs of MSME firms, GoI has introduced a platform for facilitating the financing of trade receivables of MSMEs from buyers, through multiple financiers which is termed as Trade Receivables Discounting System (TReDS). At TReDS, auctioning of invoices at competitive & transparent environment is done by financers based on Buyer's credit profile.

MSME bidders shall receive payments through TReDS platform and hence they shall mandatorily register themselves on a TReDS platform (if not already registered). If registered on multiple platforms, they shall intimate their preferred TReDS platform for receiving payment while submitting the invoice.

Kindly note that submission of the above documents with the invoice is essential for effecting (timely) payment to the Supplier.

20. **Payment Mode & Documents**:

(a) All the payments to indigenous bidders due shall be made through TReDS.

(b) **Documents for Payments:**

(i) Supplier's invoice.
(ii) Copy of rate contract with amendments if any
(iii) Copy of confirmatory order with amendments if any
(iv) GRN cum Inspection Report.
(v) Confirmation of receipt and verification of Bank Guarantee as applicable.

(vi) PVC calculation sheet along with WPId published by Economic Advisor is to be submitted prior to dispatch for amendment to PO price

21. MSME VENDOR PAYMENT THROUGH TREDS:

A. In order to address the financial needs of MSME firms, GoI has introduced a platform for facilitating the financing of trade receivables of MSMEs from buyers, through multiple financiers which is termed as Trade Receivables Discounting System (TReDS). At TReDS, auctioning of invoices at competitive & transparent environment is done by financers based on Buyer's credit profile.

B. MDL/GRSE/GSL/HSL are registered TReDS platform on RXIL (M/s Receivables Exchange of India Limited), Invoice Mart (M/s A Treds Ltd.), M1xchange of M/s Mynd Solutions Pvt. Ltd., "DTX" Platform of M/s Kredx Platform Pvt. Ltd and C2TReDS" Platform of M/s C2FO Factoring Solutions Pvt. Ltd

C. MSME bidders shall receive payments through TReDS platform. They shall mandatorily register themselves on a TReDS platform (if not already registered).

a) "Invoicemart" TReDS platform or by registering on it. Contact details at "Invoicemart" TReDS platform are as below:

(i) Amit Kumar Dutta, Mob – 8600179668, Mail - amit1.dutta@invoicemart.com
Complete address - A.TReDS Ltd, A3, 11th Floor, Ashar IT Park, Thane – 400604

b) "M1xchange" TReDS platform or by registering on it.
Contact details at "M1xchange" TReDS platform are as below:

(i) Abhisek Gangwar, Mob - 9627561234, , Mail: abhishek.gangwar@m1xchange.com
(ii) Chanchal, Mob - 9910858164, Mail:chanchal.rajput@m1xchange.com
(iii) Help Desk, Mob: 1800-103-7261, Mail: helpdesk@m1xchange.com
Complete Address-: *M1xchange Office address (Mumbai) : A-403, The Qube 4th floor, MV road,Marol,Andheri (E) Mumbai – 400059*

c) Receivables Exchange of India Ltd
Contact details are as below –

(i) Mr. Ketan Gaonkar*, Mob* - +91 93724 05827*, Mail* - ketan.gaonkar@rxil.in
(ii) Mr. Anupam Sharma*, Mob* - +91 98927 65305*, Mail* - anupam.sharma@rxil.in
Complete address - Receivables Exchange Of India Limited , 701-702,7th Floor, Supremus, E Wing, I-Think Techno Campus, Kanjurmarg East, Mumbai 400042

d) "DTX" Platform, operated by **M/s** Kredx Platform Pvt. Ltd.
Contact details are as below: prathamesh.varose@kredx.com
(i) Prathamesh Varose – +91-8600273564
(ii) Jason Chongtham – +91-9600063327

e) C2TReDS" Platform, operated by M/s C2FO Factoring Solutions Pvt. Ltd.
Contact person name: Vikas Chaurasiya
Phone number: 8445379230
Email ID: vikas.chaurasiya@c2treds.com

Contact person name: Rumpi Deb
Phone number: 8448085823
Email ID: rumpi.deb@c2treds.com

D. **E Invoice:** The vendors, whose aggregate turnover in any preceding financial year from FY 2017-18 onwards, exceeds INR 5 crore as per GST Act or as applicable from time to time, will have to issue an e-Invoice with a Quick Response (QR) code and Invoice Registration No.(IRN),

(i) The vendors, having aggregate turnover in any preceding financial year from FY 2017-18 onwards not exceeding INR 5 crore must submit digitally signed invoice.

(ii) It is important to note that Defence Public Sector Shipyards will not be entitled for Input Tax Credit (ITC)/GST on a vendor Invoice which is not compliant with the above e-Invoice notification.

(iii) 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 INR 5 crore as per GST Act".

22. **Liquidated Damages (LD) / Penalty:**

Time & Delivery Schedule are the essence of the Contract/PO. Therefore, the supplies, as Ordered, should be completed on the dates mutually agreed upon in accordance with the delivery schedule.

LD rate: A sum of 0.5% (half per cent) per week or part thereof, of the delayed supply (undelivered portion of supply) subject to maximum of 5% of value of delayed supply (undelivered portion of supply) of the package/ schedule in each case.

23. **Consignee and Delivery Locations:**

(a) Delivery shall be effected against the progressive order to the respective Defence Public Sector Shipyards i.e. MDL, GRSE, HSL & GSL. The delivery locations for the Shipyards are as tabulated below:

Sr. No	Shipyard	State & City	Delivery Location Address
1	Mazagon Dock Shipbuilders Limted (MDL)	Maharashtra, Mumbai	Mazagon Dock Shipbuilders Limited, Anik Chembur Store, Mahul Road, Near Vengsarkar Academy, Mumbai -400074.
2	Garden Reach Shipbuilders Limited (GRSE)	Kolkata, West Bengal	Garden Reach Shipbuilders & Engineers Limited 43/46 Garden Reach Road Kolkata 700024
3	Hindustan Shipyard Limited	Visakhapatnam, Andhra Pradesh	Hindustan Shipyard Limited, Gandhigram, Visakhapatnam -530005
4	Goa Shipyard Limited	Goa, Vasco Da Gama	Main Stores Building, Goa Shipyard Ltd, Vasco Da Gama, Goa - 403802

(b) The Successful bidder/s shall arrange dispatch of goods by appropriate mode of transport as per the progressive order issued by the respective Shipyard to the Shipyard delivery location mentioned above on working days between 8.00 hrs to 15.30 hrs. In case truck/tempo reaches the shipyard beyond above time the same may be retained over night at your risk & cost.

(c) In order to avoid inconvenience during the delivery of material, it is advisable for supplier to depute their representative in their own interest to coordinate the activities between the transporter and the Shipyard stores.

(d) Following document should be submitted along with material:

- Progressive PO copy & subsequent amendments issued to it, if any.
- Delivery Challans clearly indicating Progressive PO number.
- Copy of Guarantee Certificate on supplier's letter head, Preservation Certificate etc. as applicable

- E-Way bill (if applicable) details are to be submitted during the delivery of the items.
- Manufacturer Test Certificate (Material conformity, Dimensional conformity and Testing conformity as per Standards)

24. **Price Variation Clause:**

(i) The contract price shall be subjected to price adjustment. Price adjustment formula applicable is as under:

P1 = P0 {0.15 + 0.85 (WPd / WPt)}

Where:
P1 = Current Price (for the purpose of payment)
P0 = Original Contract Price
WPd = WPI index of **Manufacturing of paints, varnishes and similar coatings, printing ink and mastics** as on cutoff date/month published by Office of Economic Advisor Government of India.

WPt = WPI index of **Manufacturing of paints, varnishes and similar coatings, printing ink and mastics** as on date/month of tender closing published by Office of Economic Advisor Government of India.

Note:

(a) PVC clause is not applicable for evaluation of bids for ranking to decide L1. However, to bring all bids at par, Bidders are not allowed to quote firm and fixed price.

(b) Offers of bidders not agreeing for the price variation clause are liable for rejection.

(c) The cut-off date for reckoning price variation will be one third of the period between the date of confirmatory PO and the agreed delivery date of the respective shipments.

(d) At any rate, an undertaking should be submitted by the contractor/supplier to the following effect in case it becomes necessary to make the final payment at the time of submission of required data/documents related to the PVC:

"It is certified that there has been no decrease in the price of price variation indices and, in the event of any decrease of such indices during the currency of this contract, we shall promptly notify this to the purchaser and offer the requisite reduction."

(e) In case of delayed delivery on part of the vendor lower of WPId applicable one month prior to Contractual delivery schedule and one month prior to actual delivery schedule will be considered for price variation.

(ii) **Payment Modality:** -

a) PVC shall be calculated consignment-wise based on progressive PO date.
b) Payment shall be made along with bills after due verification.
c) Negative variation (price reduction) shall be recovered from the contractor's bills.

(iii) **Conditions of Applicability:**

(a) No escalation will be given for confirmatory orders placed within first twelve (12) months from the date of placement of rate contract irrespective of the delivery period. PVC shall be applicable for all confirmatory orders placed beyond first twelve (12) months.
(b) Firm & Fixed for a period of 12 months from the date of Rate Contract. Thereafter price variation clause as stated below will be applicable:

(c) PVC shall be applicable only for supplies made within:
Original Delivery Period (DP), or Extended DP without imposition of Liquidated Damages (LD)

(d) No PVC shall be admissible for supply made:
Beyond DP with LD, or For delays attributable to the contractor

(e) For extension of DP:
If extension is with LD → PVC admissible for delayed period, however, lower of WPId applicable one month prior to Contractual delivery schedule and one third of the period between the date of confirmatory PO and the extended delivery date, prior to the extended delivery date will be considered for the price variation.

(f) prior to actual delivery schedule will be considered for price variation.
If extension is without LD → PVC admissible. The cut-off date for reckoning price variation will be one third of the period between the date of confirmatory PO and the agreed delivery date, prior to the agreed delivery date.

(iv) **Source of Indices**: Indices shall be as published by the Office of Economic Adviser (OEA), Ministry of Commerce & Industry, Government of India.

(v) **Exclusions:** PVC shall not be applicable on GST or any other statutory duties/taxes.

(vi) **Contractor's Claim:** The contractor shall submit:
a. Detailed PVC calculation sheet
b. Supporting WPI notifications along with each running/final bill.

(vii) No price adjustment shall be payable if the variation / price adjustment is less than or equal to 2% (two per cent)

25. **Public Procurement Policy (Preference to Make in India) Order 2017: The Government of India has** issued revised Public Procurement (Preference to Make in India) order 2017 on 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 Defence Public Sector Shipyards as per this order.

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

(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.

(ii) Explanatory notes for calculation of local content given above

(a) Imported items sourced locally from resellers/distributors shall be excluded from calculation of local content.

(b) The license fees/royalties paid/technical charges paid out of India shall be excluded from local content calculation.

(c) Procurement/Supply of repackaged/refurbished/rebranded imported products as understood commonly shall be treated as reselling of imported products and shall be excluded from calculation of local content. The definition of repackaged/refurbished/rebranded imported products is as follows;

'Refurbishing' means repair or reconditioning of an imported product does not amount to manufacture because no new goods come into existence.

'Repackaging' means repacking of imported goods from bulk pack to smaller packs would not ordinarily amount to manufacture of a new item.

'Rebranding' means relabeling or renaming or change in symbol or logo/makes or corporate image of a company/organization firm for an imported product would amount to rebranding.

(d) To ensure that imported items sourced locally from resellers/distributors are excluded from calculation of local content, procuring entities to obtain from bidders, the cost of such locally-sourced imported items (Inclusive of taxes) along with break-up on license/royalties paid/ technical expertise cost etc. sourced from outside India. For items sold by bidder as reseller, OEM certificate for country of origin to be submitted.

(e) For contracts involving supply of multiple items, weighted average of all items to be taken while calculating the local content.
Note:
(aa) 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.
(bb) Any participating bidder shall not be Joint Venture/Consortium; except in case of manufacture under license/technology collaboration agreements with phased indigenization under the PPP Make-in-India Policy 2017.

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

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

(h) 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.

(iii) **Declaration/Verification of Local content:**

(a) Participating bidders to indicate the percentage of local content (i.e. value added in India) along with the details of location/s where the local value addition is made, in their bids in the prescribed format placed at **Annexure-10**. The indicated local content percentage shall decide categorization of the vendors as "Class-I Local Supplier" / "Class-II Local Supplier" / "Non-local Supplier". All bidders should declare that the item and service offered meets the minimum local content & indicate its percentage in their offer which shall meet the required local content specified in tender. This declaration is necessary even if Custom Duty Exemption and / or ERV (if applicable) are not being sought. Certification as under is to be submitted mandatorily in the Offer. Self-certification by Chief Financial Officer or Other legally responsible person nominated in writing by the Chief Executive or Senior Member / Person with Management Responsibility of Corporation / Partnership / Individual. However, in cases of procurement for value in excess of Rs. 10 Crores, the bidders shall provide a certificate from statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing charted accountant (in respect of supplier other than companies) giving the percentage of local content.

(b) For cases where it is not possible to provide certification by Cost/Chartered Accountant at the time of execution of project, the supplier shall be permitted to provide the certificate for local content from Cost/Chartered Accountant after completion of the contract, within time limit acceptable to the procuring entity (30 days of completion). In case the contractor/supplier does not meet the stipulated local content requirement and the category of the supplier changes form Class-I to Class-II /Non-local or from Class-II to Non-local, a penalty of 10% of the

contract value shall be imposed which shall be withheld from the payment due to the bidder.

(c) Once the declaration /certification is committed at tender submission stage, the same cannot be altered subsequently at technical negotiation stage or after award of contract. Doing so would be treated / considered as false declaration by bidder and necessary action will be initiated as per Para 9 of the said Order for debarment.

(d) Declared Local Content shall be the basis for categorization of the vendors and tender evaluation. However, Defence Public Sector Shipyards reserves the right to undertake detailed examination of declared local content and may call vendor to submit relevant documents.

(e) In cases where Defence Public Sector Shipyards received the complaint from any vendor or person, along with the fees prescribed below, verification of Declared Local Content shall be carried out by seeking additional info as deemed necessary and the bidders (including unsuccessful bidders) against the tender shall be obliged to furnish the necessary documents. Failing to do so, the vendor may invite penal action as per the provisions of the Order. If Defence Public Sector Shipyards possess the capability, then it shall perform the verification. However, if in the opinion of Defence Public Sector Shipyards matter needs to be dealt at higher level, then the complaint shall be referred to Nodal Ministry and their fees / expenses / charges applicable as per the Nodal Ministry, if any, shall be borne by the complainant. Defence Public Sector Shipyards is authorized to prescribe fees for handling complaints under revised PPP MII 2017 Order. The fees for filing a complaint under the order shall be Rs. 10,000/- per case. The complaint shall be filed to the Chairman, Public Grievance Cell. The fee shall be deposited by complainant in Defence Public Sector Shipyard's Account by NEFT. (Defence Public Sector Shipyards account)

(f) On scrutiny of offer, if all the bidders participating in the tender happen to have either not submitted the declaration certificate or not declared / specified the local content percentage in the declaration certificate or specified local content lower than the minimum local content requirement as per the tender, the subject tender shall be cancelled & matter shall be taken up with Ministry, by the user department, as per the procedure indicated at above Purchase Preference Para or as amended by MoD / DPIIT / DoE.

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

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

(a) Only **Class I Local Suppliers** are eligible to bid for this tender (Bids from Non-Local Suppliers & Class II Local Suppliers shall be liable for rejection)

(b) Minimum local content: The "local content" requirement to categorize a supplier as "Class-I local supplier" is minimum 50%.

26. **Purchase Preference to Micro and Small Enterprises (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) 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-tendered value pertaining to the parallel contract quantity to MSE provided they match L-1 price.

27. **Freak Low Bid:**

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

28. **Integrity Pact:**

(i) The Integrity Pact essentially envisages the agreement between prospective vendors/bidders and buyers committing the persons / officials of both the parties not to exercise any corrupt influence on any aspect of the contract. Empanelled contractors for will have to sign an integrity pact with the buyer. The format of Integrity Pact is placed at **Annexure-13** and the same is to be strictly adhered to.
(ii) Please note that the Bidders not agreeing to accept Integrity Pact would lead to rejection of their offer for empanelment. A scanned copy of the Integrity Pact duly signed by bidder, strictly as per the format given at **Annexure-13** is to be uploaded along with the application for empanelment. The original of the Integrity pact is to be submitted to Defence Public Sector Shipyards within 7 days of the EOI closing date.
(iii) The nominated Independent External Monitor (IEM) will have power to access the entire project document and examine any complaints received by him. The details of nominated IEM from the panel of IEMs as on date are as follows:

1. Mr. M N Krishnamurthy IPS(Retd)

   E-mail ID - krishnamurthymn19@gmail.com

2. Mr. Deepak Kashyap, IRTS (Retd)

   E-mail ID - deepakkashyapnd02@gmail.com

For updated list of IEMs, Kindly visit MDL website www.mazagondock.in.

29. **Non-Disclosure Agreement (NDA) :**

(a) The Bidder has to submit the Non-Disclosure Agreement (NDA) as per **annexure-14** along with the bid.
(b) After placement of order/s, the successful bidder/s shall necessarily submit Non-Disclosure Agreement, as per format made available after placement of order. Purchase order/s will be issued to the successful bidder/s only after execution of Non-Disclosure Agreement (NDA). This Non-Disclosure Agreement (NDA) to be executed on a non-judicial stamp paper of INR 500.00. The Specifications, drawings, work instructions and protocols such issued shall be on returnable basis, without reproduction/retention of the copies at the bidder's end. However, the successful

Bidder/s (Contractor/s) would have to submit NDA as per the then prevailing format, at the time of order placement.

30. **Option Clause**: Defence Public Sector Shipyards retains the right to place orders for an additional quantity up to 50% of the originally contracted quantity at the same rate and terms & conditions of the contract, during the currency of the contract.

31. **Debarment of bidders / suppliers:**

(a) 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.

(b) A supplier who has been debarred by any procuring entity at the time of tendering or before placement of contract 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.

32. **Land Border Clause:** Restrictions under rule 144(xi) of general financial rules GFRs, (2017)

(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. The competent authority for Purpose of registration under this order shall be registration committee constituted by department for promotion of industry and internal trade. (DPIIT). Bidder is therefore required to submit a declaration as per **Annexure-5**

(ii) Bidder 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 or bidders stated hereinbefore, including any agency branch-or office controlled by such person, participating in a procurement process.

(iii) Bidder 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 above stated clause, will be as under

(a) 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: -

(aa) Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company.

(bb) "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 of management rights or shareholder's agreements of voting agreements;

(b) 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;

(c) 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;

(d) Where no natural person is identified under (a) or (b) or (c) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

(v) In case of a trust, the identification of beneficial owner (s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership

(vi) An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

(vii) 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.

33. **Progress Monitoring & Review Mechanism:**

(i) The Shipyard issuing the Progressive / Confirmation Contracts shall forward the copy to the Rate Contract issuing Shipyard for monitoring the quantum.

(ii) On placement of order, the respective Defence Public Sector Shipyards will be monitoring the progress and performance of the vendor. In case of adverse observations, the same will be shared with the primary rate contract issuing Shipyard for taking suitable actions such as revoking the empanelment, tender holiday, etc.

34. **Delivery on Defence Public Sector Shipyard Weekly off/Sunday/Holidays:** The supplier shall provide written intimation to the concerned Defence Public Sector Shipyard at least seven (7) days in advance for any delivery proposed to be made on a weekly off, Sunday, or public holiday. Such deliveries shall be undertaken only after obtaining prior approval from the concerned DPSU.

35. In addition to above, following Terms & Conditions would be applicable to the empaneled contractors for executing the work as assigned.

(i) GST terms & conditions (**Annexure-3**)

(ii) General Conditions of Contract (GCC) for Goods and Services**:** (**Annexure-2**)

(iii) Official Secret Act 1923**: Annexure-9**

36. **Public Grievance Cell**: A public grievance cell headed by Shri R. R. Kumar, ED (Production) has been set up in the company. Members of public having complaints or grievances are advised to contact above Authorities in his office at 3rd Floor, West Block, Mazagon Dock Shipbuilders Ltd or send their complaints / grievances to him in writing for redressal. Telephone No. is 022-23762106 (MDL).

37. **Book Examination Clause (BEC):** Not Applicable

38. **Breach of Obligation with respect to Bid Submitted**: In case of breach of any obligation mentioned under, the bidder shall be disqualified / debarred from the empanelment process for a period of atleast one year from the date of notification.

(i) Bidder fails or refuses to execute the contract upon issuance of Rate Contract / Progressive Contracts by Purchaser by the Defence Public Sector Shipyards.

39. **Parallel Rate Contracts:** The Defence Public Sector Shipyards (MDL / GRSE / HSL / GSL) also reserves the rights (1) to enter into Rate Contract(s) / Parallel Price Agreement(s) / Contract(s)

simultaneously or at any time during the period of the Price Agreement / Rate Contract with one or more bidder(s) as he/they think fit and (2) to place adhoc contract or contracts simultaneously or at any time during the period of this Rate contract with one or more supplier(s) / bidder(s) for such quantity of such item or items as the Defence Public Sector Shipyards (MDL / GRSE / HSL / GSL) (whose decision shall be final) may determine.

40. **Right to Reject any or all Bids:** The Defence Public Sector Shipyards (MDL / GRSE / HSL / GSL) 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).

41. **Warning Clause:** It may please be noted that the Defence Public Sector Shipyards (MDL / GRSE / HSL / GSL) executing the defence orders for nation building as per the defence strategic plans focusing on the advanced security amour in place with state of art facility. Hence the orders placed / concluded by this organization has direct impact on the Defence strategic plans. Therefore, execution of the orders/contracts of Defence Public Sector Shipyards (MDL / GRSE / HSL / GSL) as per the techno-commercial terms and conditions therein are required to be strictly followed and abided with. It may be noted that the supplies/services covered under this tender are critical to Defence production and national operational commitments. Accordingly, bidders shall ensure strict compliance with all techno-commercial terms, delivery schedules and contractual obligations. Non-performance, deliberate default or abandonment of contractual obligations shall be dealt with strictly in accordance with the contract conditions, procurement policies, other regulatory provisions and applicable laws.

42. **Risk Purchase & Order Cancellation:** If L1 or any other parties' defaults (fails to deliver goods on time) then the Defence Public Sector Shipyards (MDL / GRSE / HSL / GSL) reserves the right to purchase the goods from an alternate supplier or from market at the risk and cost of L1 supplier and if the purchase happens at a price higher than the ordered rates, the purchaser shall have the right to claim the difference upon whom order was originally placed and L1 supplier will be under obligation to pay the same. In addition, the purchaser is entitled to recover the business loss suffered by the purchaser consequent to default for supplying the product.

43. **Conflict of Interest among Bidders/ Agents:** Bidders having a conflict of interest shall not be eligible to participate in the tender process unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Procuring Entity throughout the Tender process and execution of the Contract. The bidder shall be considered to have a conflict of interest in this tender process and execution of the resultant contract in the following situations: -

    (i) If its personnel have a close personal, financial, or business relationship with any personnel of the procuring entity who are directly or indirectly related to the procurement or execution process of the contract, which can affect the decision of the procuring entity directly or indirectly;
    (ii) The bidder (or his allied firm) provided services for the need assessment/ procurement planning of the Tender process in which it is participating;
    (iii) A Principal can authorize only one agent, and an agent should not represent or quote on behalf of more than one Principal. However, this shall not debar more than one Authorized distributor (with/ or without the OEM) from quoting equipment manufactured by an Original Equipment Manufacturer (OEM) in procurements under a Proprietary Article Certificate or
    (iv) A bidder participates in more than one bid in this tender process. Participation in any capacity by a Bidder (including the participation of a Bidder as a partner/ JV member or sub-contractor in another bid or vice-versa) in more than one bid shall result in the disqualification of all bids in which he is a party. However, this does not limit the participation of an entity as a sub-contractor in more than one bid if he is not bidding independently in his own name or as a member of a JV.

    Note: The bidders shall submit the undertaking for above para (Conflict of Interest among Bidders/ Agents) along with Part I bid.

44. **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.

45. **Cartel Formation/Pool Rates**
It is possible that sometimes a group of bidders quote the same rate against a tender. Such pool/cartel formation is against the basic principle of competitive bidding and defeats the very purpose of an open and competitive tendering system. Such and similar tactics to avoid/control true competition in a tender leading to "Appreciable Adverse Effect on Competition" (AAEC) have been declared as an offence under the Competition Act, 2002, as amended by the Competition (Amendment) Act, 2007. In case of evidence of cartel formation, detailed cost analysis may be done by associating experts if necessary. Besides, suitable administrative actions can be resorted to, such as rejecting the offers, reporting the matter to trade associations, the Competition Commission or NSIC, etc., and requesting them, inter-alia, to take suitable strong actions against such firms. Purchaser may also debar the tenderers indulging in cartel formation/collusive bidding/bid rigging for a period of two years from participation in the tenders of the Purchaser.

46. **Registration on Government E-Marketplace (GeM) Portal:**
Bidders shall mandatorily obtain the unique GeM Seller ID and submit the same to MDL. Requirement of unique GeM Seller ID is applicable only where the total amount of bid is more than INR 25 Lakhs (inclusive of taxes etc.). Non-submission of Unique GeM Seller ID is under rejection criteria. The unique GeM seller ID shall form part of the purchase order.

47. **Corrigendum to Tender Document:** Before the deadline for submitting bids, Defence Public Sector Shipyards (MDL / GRSE / HSL / GSL) may update, amend, modify, or supplement the information, assessment or assumptions contained in the Tender Document by issuing a corrigendum. The corrigendum shall be published in the same manner as the original Tender Document. Without any liability or obligation, the Portal may send intimation of such corrigendum to bidders who have downloaded the document under their login. However, the bidders' responsibility is to check the website(s) for any corrigendum. Any corrigendum thus issued shall be considered a part of the Tender Document. To give reasonable time to the prospective bidders to take such corrigendum into account in preparing their bids, Defence Public Sector Shipyards (MDL / GRSE / HSL / GSL) may suitably extend the deadline for the bid submission, as necessary. After Defence Public Sector Shipyards (MDL / GRSE / HSL / GSL) makes such modifications, any Bidder who has submitted his bid in response to the original invitation shall have the opportunity to either withdraw his bid or re-submit his bid superseding the original bid within the extended time of submission.

48. **Additional Instructions**:
    (a) Bidder shall abide to all tender terms & conditions including General Conditions of Contract (GCC).
    (b) The bidder shall also abide to all statutory requirements, Official Secret Act 1923, Security and Safety Rules as per references, which are part of this tender. If contractors' employees are not adhering to the health, safety and environment norms and the contractors not equipping their employees with suitable safety gears, will be viewed seriously. For non-adherence to above will be levied as per extant guidelines of Security and Safety Rules prevailing time to time, to the contractor without prejudice to other rights to enforce the safety requirements.
    (c) MDL shall not be bound by any printed conditions or provisions in the sellers bid forms or acknowledgement of contract, invoices, packing list and any other documents which purport to impose any conditions at variance with the tender terms / final negotiated & accepted terms.

(d) In case of improper on-line filling or non-submission of Acceptance formats for Tender Enquiry Form (TEF), GCC, it shall be presumed that all our tender terms & conditions are acceptable to the bidder.

(e) Wherever the clauses in tender document (Part A) are getting repeated in GCC, then in such cases bidders are requested to refer the clauses in the tender doc (Part A) and offer their comments/acceptance, accordingly.

49. **E-Portal and E-Tender Guidance**:

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

b) To participate in e-Tender (s), every bidder must register themselves on the ASP's website (*registration is free of cost*) & must possess a legally valid Class-IIB or above Digital Signature Certificate (DSC) as per IT Act-2000, using which they can sign their electronic bids. The DSC can be procured from any Certifying Authority (CA) authorized by Controller of Certifying Authorities (CCA) of Govt. of India.

c) National Informatics Centre (NIC) have been appointed by Defence Public Sector Shipyards (MDL / GRSE / HSL / GSL) as the Application Service Provider (ASP).

d) Online User Manual is available on the website for the guidance of users & for participating in the e-Procurement/ e-Tendering, the bidder must ensure having the requisite (IT) infrastructure at their office premises.

e) For any further details of e tendering & digital signatures, please contact 0120- 4001002, 0120-4711508, 0120-4001005, 0120-6277787.

f) Problems in hardware/software, internet connectivity, system configurations, Browser setting etc., for whatsoever reason shall not be considered for extension of tender closing date and time.

g) Defence Public Sector Shipyards (MDL / GRSE / HSL / GSL) will not be responsible for an error in downloading of tender documents from web by the bidders. The version appearing on MDL website will be considered final and authentic.

h) Entire responsibility of the uploading the complete offer against the tender along with all relevant documents shall be that of the bidder.

i) No request / complaint shall be entertained after the due date and time of the tender.

j) Non availability of any of the prerequisites or last-minute calls seeking clarifications / projecting problems shall not entitle a bidder to seek request for extension of due date.

k) Any problem with regard to uploading of the tender shall be intimated to service provider at least 24 hours in advance to the tender closing time & date. However, it will not be considered as reason for extension of due date of the tender.

l) Request for extension, if at all to be made, shall be forwarded at least 3 working days in advance to the tender closing date and time with proper reasoning by e-mail to MDL. The request shall be put up to the competent authority for consideration on the merit of the case. MDL reserves all rights in this regard & decision of MDL shall be binding to the bidders.

m) It is important to note that the bidders can upload their offer against the tender right from the time of tender publishing date and time. It is advisable that the bidder uploads their offer well in time rather than wait till last minute to avoid situations wherein they are unable to successfully upload their offer for unforeseen reasons which cannot be addressed due to time limitation.

50. **Instructions to Bidders for Tender Cum Auction (e-Reverse Auction / e-Forward Auction) Govt. eProcurement System of NIC (GePNIC©)**

1. Tender Cum Auction is a combination of electronic Tender followed by Auction (Reverse / Forward Auction) in GePNIC. It is generally called as eRA. The Reverse (or Forward) Auction as the case may be, will be conducted after Opening of Price / Financial Bids.

2. The Tender Inviting Authority (TIA) will normally mention about conducting of eRA along with necessary instructions at the Notice Inviting Tender (NIT) stage itself. In the portal, it will be mentioned in the **Form of Contract** as 'Tender Cum Auction' against the particular tender.

3. Bidders, who are registered as privileged bidders (like MSME/ Startup / Make in India) in the portal and wish to avail the preferential treatment during financial evaluation of the tender, as per GoI policy should upload relevant documents during bid submission to claim Preferential treatment, subject to whether the preferential treatment is permitted by TIA against that tender during the time of Publishing.

4. **Bidders are advised to refer the auction terminologies (as elaborated below) being used in Tender cum Auction**.

5. Generally, all bidders who are techno–commercially qualified & approved by department/organization will be eligible for participation in the Reverse (or Forward) Auction.

6. Bidder's eligibility in the Reverse (or Forward) Auction will also depends on the "Bidders Elimination Process" configured by TIA in that tender. The elimination criteria for auction is one which normally restricts one or more bidders from participation in the auction who have quoted in the tender which is exorbitantly high in case of Reverse Auction or very low in case of Forward Auction. Hence, **bidders are advised to quote reasonably in the price bid to avoid elimination from participation in the auction.** Bidders are advised to refer to NIT/ Tender documents or may contact concerned tender inviting authority for auction elimination criteria against the tender.

7. After opening of the price (financial) bids, System will displays L1 (or H1) bidders price based on either **overall price basis** or **item wise/lot price basis** automatically**.**

8. The participation in the auction by an eligible bidder is voluntary. It is solely at the discretion of the bidder to participate in the auction. If a qualified bidder is not interested to participate in the auction, then price / financial bid submitted by bidder in the tender shall be treated as final price/financial bid of that bidder.

9. There will be no participation fees for the Auction. The bidders get an opportunity to change their prices by participating in the auction. In the case of Reverse Auction, the least price among the value quoted by the bidder in the auction and Financial Bid submitted will be taken as the final price quote of the bidder against the tender. In the case of Forward Auction, the highest price among the value quoted by the bidder in the auction and Financial Bid submitted will be taken as the final price quote of the bidder against the tender.

10. Using the system provided price, which would normally be considered as auction start price (but can be changed by the TIA, if required) and accordingly, will create Reverse (or Forward) Auction as the case may be and the auction will be published by the TIA.

11. The Techno-commercially qualified bidders (who are not eliminated by the system from participation in the Auction as per elimination criteria set by TIA against that tender cum auction) will receive Auction schedule intimation through e-mail. However, bidders are always advised to visit web site / portal regularly to keep them updated and to timely act upon wrt auction / other requirements of that tender.

12. The server time (which is displayed on the bidders' dash-board after login) will be considered as the standard time for referencing the deadlines for participation in live auction and other process during auction in the portal. The bidders should follow server time (Server System Clock) for all activities in the portal. The Time followed in this portal is as per Indian Standard Time (IST) which is GMT+5:30.

13. As per the configuration defined against the tender cum auction by the TIA, the system will not disclose the name of the L1 (H1) bidder, number of bids and names of the participating bidders on the portal to anybody prior to the completion of Reverse / Forward auction process.

14. **Participation in Reverse (Forward) Auction:**

1. Bidders shall login using their login ID & Password and then using DSC.
2. Click on '**My Auctions'** button given in left side of page, to view all Auction details for which bidder is Techno-Commercially qualified.
3. For participating in Live Auction during schedule date & time,
   1) Click on **Live Auctions** Button.
2) Click on **View** button to participate in the interested Auction.
3) There is List of qualified Lots in which Bidder can participate against selected Auction. Click on **Hammer** Icon to participate in the respective lot.
4) On clicking Hammer Icon, system will show Start price, Decremental (or Incremental) price and Current price against lot. Current Price will appear as Blank (-) in case no bidder has offered price.
5) **In case of Reverse Auction: Enter your Price** in '**My Auction Price in Rs'** in multiples of decremental value up to above Max Seal % value, and then **sign it digitally** by clicking on Sign Icon and Click on **submit** button.
6) **In case of Forward Auction: Enter your Price** in '**My Auction Price in Rs'** in multiples of incremental value and below Max Seal % value, then **sign it digitally** by clicking on Sign Icon and Click on **submit** button.
7) System will then display Current Auction Price, Auction submitted Date/Time (last successfully quoted date & time), Auction scheduled date & time, Auction extended time up to (if any) etc.
8) On clicking "Refresh" Link in the screen, then the screen will be reloaded and will show your Latest Value / Price Quoted and system will also show Least Amount/ Rate (highest amount/ rate) which any Bidder would have quoted.

15. The live auction will be extended automatically by "Auto Extensions in minutes" if a valid and digitally signed bid has been successfully recorded in the system during the "Auction Elapse Time in minutes" before auction closing. The server time will be considered final and all bids that are received and recorded by the server before the auction close time (as per the server time) only shall be treated as valid bids. Bidder should follow the auction end/close time as displayed on the screen.

16. **During the auction the bidders are also advised to click "Refresh" link for refreshing their webpage to get the latest information about the status of the auction. The Live Auction window will remain same and also time remaining will be ticking, even in the event of disconnection of bidder computer system, Network/Internet. The bids submitted by other bidders during the time of disconnect of bidder computer system will not be displayed on your screen. The other bidder might have become L1/H1 (as the case may be) for the item during this time. To overcome this situation the bidders are also advised to click "Refresh" link for refreshing their webpage frequently.**

17. The last (latest) successful bid price quoted by bidder will be considered as valid price at any point of time during Auction.

18. The chronologically last (latest) bid submitted by the bidder till the end of the auction will be considered as the valid price bid offered by the bidder and acceptance of the same by Tender Inviting Authority will form a binding contract between Tender Inviting Authority and the bidder for entering into a contract.

19. For those bidders, who are eliminated from participating in the auction or bidders who are eligible for auction but not provided any price during auction, the rate quoted in the price/financial bid of the tender will be considered as final price.

20. Internet connectivity and other paraphernalia requirements shall have to be ensured by bidder themselves. In order to ward-off such contingent situation like internet connectivity failure, power failure etc., bidders are requested to make all the necessary arrangements / alternatives whatever required so that they are able to circumvent such situation and still be able to participate in the live auction successfully. However, the bidders are requested not to wait till the last moment to quote their bids to avoid any such complex situations.

21. Non submission of bid/quote during live auction within due date / time following due process prevalent at that time in the portal due to failure of computer system, power, network, internet connectivity or delay in performance or otherwise at Bidder's end or any other reasons for which bidder shall be held solely responsible. Neither National Informatics Centre nor concerned Tender Inviting Authority will be held responsible for the same in any manner.

22. The Tender Inviting Authority reserves the right to postpone, suspend/pause, resume and extend the Auction, if required.

23. Bidder shall not divulge their bids to any other party during auction. If a Bidder or any of its representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, strict action including black listing shall be taken against such bidders as per procurement guidelines/policies of the TIA.

24. After the conclusion of the online reverse (forward) auction, all bidders who have participated in Reverse(Forward) will see the overall Comparative chart ie L1(H1) price of the Auction.

25. Based on the L1(H1) price of each bidder as well as the price quoted in the tender by the non-participating bidder, comparative chart will be generated by the system and accordingly, further financial evaluation processing will be done by Tender Inviting Authority.

26. The Tender Inviting Authority normally reserves the right to extend, reschedule or cancel the Reverse Auction process at any time, before ordering, without assigning any reason, with intimation to bidders.

27. Bidding will be conducted **only in Indian Rupees** as indicated in the tender.

28. Validity of bids: Price shall be valid for a period of defined number of days from the date of reverse / forward auction or as specified in the tender. These shall not be subjected to any change whatsoever.

Auction Terminology

Forward Auction: A bidder shall quote over and above the Starting Price or Current Auction Price.

Reverse Auction: A bidder shall quote below the Starting Price or Current Auction Price.

Auction Start Date & Time and Auction End Date &Time:- Live auction would be conducted during this period.

Auction Elapse Time in minutes: It is the minute(s) before the 'Auction End Time' and acts as a trigger for auto extension of current auction. If a bid is received successfully within these minutes, the auction will be extended subject to number of extension is not crossed.

Auction Bid Auto Extensions in minutes: The Auction End Time will be extended by this 'Auto Extension Time in Minutes', If a bid is received successfully within 'Elapse Time' in Minutes. Process will continue till no bid is received in elapse time.

Auto Extension Restriction Required: If procuring entity (TIA) desires to restrict the number of Extensions during Live Auction then TIA will specify this parameter as 'Yes' and also specify the number of extensions required. System will accordingly, extend the Auction only for specified number of times. If unlimited Extensions is required then TIA will specify it as No.

Max Seal Percentage: It defines maximum value a bidder can quote in multiples of incremental / decremental value in the auction.

In case of Reverse Auction, in order to displace a standing lowest bid and to become "L1", a bidder can offer a minimum bid decrement or in multiples of decremental value up to above Max Seal %.

For ex :

Current price : Rs. 49,000	Decrement value : Rs. 1,000
Maximum Seal % : 50	

In this case a bidder can quote minimum decrement amount as Rs 49,000 – 1,000 = Rs. 48,000 and maximum decrement amount is 49,000 - 24,500 – 1,000 = 23,500 = 24,000* (as decrement value is in terms of 1000).

In case of Forward Auction, in order to displace a standing highest bid and to become "H1", a bidder can offer a minimum bid increment or in multiples of incremental value up to or below Max Seal %.

For ex :

Current price : Rs. 49,000	Increment value : Rs. 1,000
Maximum Seal % : 50	

In this case a bidder can quote minimum increment amount as Rs 49,000 + 1,000 = Rs. 50,000 and maximum increment amount as 49,000 + 24,500 + 1,000 = 74,500 = 74,000* (as increment value is in terms of 1000).

Bidder Elimination process: If the procuring entity (TIA) wish to eliminate bidders who is offering high price (very low price) from participating in Reverse (Forward) Auction , then TIA will select this option as **Yes**.

In addition, if **Allow Preferential Bidder Elimination** is selected as **No** by **TIA**, then Preferential bidders like (MSME / Startup / Make in India) will not be eliminated even if they have quoted very high (or too low) and will be allowed to participate in Reverse (Forward) Auction. Moreover, even if **Allow Preferential Bidder Elimination** is selected as **Yes** by **TIA**, in this case during highest bidder elimination process in reverse auction, if the bidder is a privileged Bidder and their quote rate falls under the criteria L1+Tolerance percentage will not be eliminated and all others will be eliminated.

Minimum Bidder for Elimination: 4 (recommended value) - If procuring entity has received the minimum number of bids, say 4 then system will initiate the Bidder Elimination process.

Number of Bidder to Eliminate: 1(recommended value) - When the system will implement Bidder Elimination process, then system will eliminate say 1 (or mentioned number of Bidder) and start the Auction process with rest of the Bidders.
In case of Reverse Auction, H1 Bidder will be eliminated from participating in the auction even though qualified in the techno-commercial evaluation and in Forward Auction, System will eliminate L1 Bidder.

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

Department	Shipyard	Name of Executives	Contact No	Email
Technical	MDL	Mr G K Rao	+91 22 23763035	gkrao@mazdock.com
	GRSE	Mr Tanunoy Mukherjee	+91 9051376465	Mukherjee.Tanumoy@grse.co.in
	HSL	Lt Cdr. Avinash Matsa	+9188007 61418	avinashm.k581@hslvizag.in
	GSL	Mr. Banoth Mothilal	+919673266461	banothmothilala@goashipyard.com
Commercial	MDL	Mr J Kumaran	+912223763250	itpurchase@mazdock.com
	GRSE	Mr Sujit Kumar Naskar	7603056564	Naskar.SujitKumar@grse.co.in
	HSL	Mr. Kalanithi	+91 9493792206	kalanithi.k439@hslvizag.in
	GSL	Mr. Viraj Sawant	9823523077	virajsawant@goashipyard.com

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

Yours faithfully,

Kheem Prakash, Chief Manager (Comm-MP)

For MAZAGON DOCK SHIPBUILDERS LIMITED

Annexures: -

Annexure-1	~~SoW or Drawings~~
Annexure-2	General Conditions of Contracts (GCC)
Annexure-3	GST terms & conditions
Annexure-4	EMD Bank Guarantee Format-**Not Applicable**
Annexure-5	Compliance Certificate w.r.t. Land Border Clause
Annexure-6	Performance Security (PS) Bank Guarantee Format
Annexure-7	RTGS/NEFT – Mandate Authorization Form
Annexure-8	Details for remittance towards EMD/PS
Annexure-9	Official Secret Act 1923
Annexure 10	Format for Local Content Declaration
Annexure 11	Undertaking For Conflict Of Interest
Annexure 12	Undertaking for not debarred
Annexure 13	Integrity Pact (IP)
Annexure 14	Non-Disclosure Agreement (NDA)
Annexure 15	GCC Acceptance form
Annexure 16	TEF Acceptance form
Annexure 17	Format of Performance Security - Insurance Surety Bond

Annexure-2

GENERAL CONDITIONS OF CONTRACT (GCC) FOR GOODS AND SERVICES

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

3. **GOVERNING LAWS AND JURISDICTION** (Applicable for Goods and Services)
   3.1 Governing Laws and Jurisdiction
      (i) This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Laws of India for the time being in force.
      (ii) Irrespective of the place of delivery, or the place of performance or the place of payments under the contract, the contract shall be deemed to have been made at the place from which the Purchase Order/Contract/Letter of Intent has been issued. The courts of such a place shall alone have jurisdiction to decide any dispute arising out or in respect of the contract.

3.2 Changes in Laws and Regulations

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

4. **CONFIDENTIALITY, SECRECY AND IPR RIGHTS** (Applicable for Goods and Services)

(a) IPR Rights

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

(b) Confidentiality

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

(c) Secrecy

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

(d) Obligations of the contractor

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

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

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

(iv) The obligation of the contractor under sub-clauses above, however, shall not apply to information that:
  (aa) The contractor needs to share with the institution(s) participating in the financing of the contract;
  (ab) now or hereafter is or enters the public domain through no fault of Contractor;
  (ac) can be proven to have been possessed by the contractor at the time of disclosure and which was not previously obtained, directly or indirectly, from MDL; or
  (ad) otherwise lawfully becomes available to the contractor from a third party that has no obligation of confidentiality.

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

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

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

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

(i) Unless otherwise stated in the contract, notwithstanding any inspection and approval by the Inspecting Officer on the contractor's premises, or any payments made to the contractor, property in the Goods (and resultant rights and liabilities) shall not pass on to MDL until the Goods have been received, inspected, and accepted by the consignee. The Goods and every constituent part thereof, whether in the possession or control of the contractor, his agents or servants or a carrier, or the joint possession of the contractor, his agents or servants and MDL, his agents, or servants, shall remain in every respect at the risk of the contractor, until their actual delivery to a person stipulated in the contract, as the interim consignee for dispatch 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.

(ii) Provided that where, under the terms of the contract, the Goods are required to be delivered to an interim consignee for dispatch to the consignee, the Goods shall be at MDL's risk after their delivery to the interim consignee.

7. **EXTENSION OF DELIVERY PERIOD** (Applicable for Goods)

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

(ii) **Conditions for Extension of Delivery Period**
When the period of delivery is extended due to unexcused delay (Note: please ensure that unexcused delay is defined. Otherwise replace "unexcused delay" with the "delays

attributable") by the contractor, the amendment extending the delivery period shall, inter alia, be subject to the following conditions:

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

b. Denial Clause
(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.

(iii) **Liquidated damages**

Following LD clause shall be applicable for each confirmatory purchase order place by MDL/GRSE/HSL/GSL against this TRC.

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

8. **DEFAULTS, BREACHES & TERMINATION OF CONTRACT** (Applicable for Goods and Services)
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: deleted being contrary to law). (Note: No contractor would give security after the termination of the contract)

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

11. **PRESERVATION AND MAINTENANCE** (Applicable for Goods)
Should any material require any preservation till its final installation/fitment, the detailed procedure (Long term and short term) for the same as also the time of interval after which the state of preservation needs to be reviewed is to be stated by the Bidder/Supplier/Contractor.
Further the de-preservation prior to the material/equipment being commissioned and the maintenance procedure together with its periodicity is also to be indicated by the Bidder / Supplier / Contractor.

12. **FREIGHT AND INSURANCE**. (Applicable for Goods)
(a) For Indigenous Bidders
Bidder shall quote for 'Door Delivery to Purchaser,' all charges towards door delivery viz. transport, Insurance charges etc. shall be borne by the Bidder / Supplier / Contractor.

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

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

14. **CANCELLATION OF TENDER** (Applicable for Goods and Services)
The Purchaser reserves the right to cancel/withdraw the tender in to or part and or award the contract / order in full or part without assigning any reason whatsoever and without thereby incurring any liability to the affected Bidder or Bidders or any obligations to inform the affected Bidder or Bidders of the grounds for MDL action.

15. **PURCHASER'S PROPERTY** (Applicable for Goods and Services):
All property (such as materials, drawings, documents etc.) issued by the Purchaser or any other individual or firm on behalf of the Purchaser in connection with the contract shall remain confidential, being the property of the Purchaser and the Bidder/Supplier/Contractor shall undertake to return all such property so issued and will be responsible for any or all loss thereof and damage thereto resulting from whatever causes and shall reimburse the Purchaser the full amount of loss and damage.
On completion of work in any compartment / location of the purchaser's premises, the Bidder/Supplier/Contractor must ensure that the place is left in a reasonably clean state and all scrap is transferred to nearby scrap-bins.

16. **REJECTION OF MATERIALS** (Applicable for Goods)
If the Goods, or any portion thereof of the equipment found defective / rejected, the Supplier / Contractor shall collect the same from MDL's/GRSE/HSL/GSL 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/GRSE/HSL/GSL 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/GRSE/HSL/GSL and recover consequential damages maximum up to order value.

17. **RECOVERY-ADJUSTMENT PROVISIONS** (Applicable for Goods and Services)
Payment made under one order shall not be assigned or adjusted to any other order except to the extent agreed upon in writing by the Purchaser. During the currency of the contract, if any sum of money is payable by the Bidder / Supplier / Contractor the same shall be deducted from any sum then due or thereafter may become due to the Bidder / Supplier / Contractor under the contract or any other contract with the Purchaser.

18. **INDEMNIFICATION** (Applicable for Goods and Services)
The Bidder / Supplier / Contractor, his employees, licenses, agents or Sub-Supplier / Sub-contractor, while on site of the Purchaser for the purpose of this contract, indemnifies the Purchaser against direct damage and/or injury to the property and/or the person of the Purchaser or that of Purchaser's employees, agents, Sub-Contractors / Suppliers occurring and to the extent caused by the negligence of the Bidder / Supplier / Contractor, his employees, licensees, agents or Sub-contractor by making good such damages to the property, or compensating personal injury and the total liability for such damages or injury shall be as mutually discussed and agreed to.

19. **TRANSFER OF SUPPLIERS / CONTRACTOR'S RIGHTS** (Applicable for Goods and Services)
The Bidder / Supplier / Contractor shall not either wholly or partly sell, transfer, assign or otherwise dispose of the rights, liabilities and obligations under the contract between him and the Purchaser without prior consent of the Purchaser in writing.

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

21. **PATENT RIGHTS** (Applicable for Goods and Services)
The Bidder / Supplier / Contractor shall hold harmless and keep the Purchaser indemnified against all claims arising as a result of infringement of any patent / copy rights on account of manufacture, sale or use of articles covered by the order.

22. **AGENTS/AGENCY COMMISSION** (Applicable for Goods and Services)
The seller confirms and declares to the buyer that the seller is the original manufacturer or authorized distributor/stockiest of original manufacturer of the goods referred to in this contract and has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommended to the Buyer or any of its functionaries, whether officially or unofficially , to the award of the Contract / Purchase order to the Seller; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation.
The Seller agrees that if it is established at any time to the satisfaction of the Buyer that the present declaration is in any way incorrect or if at a later stage it is discovered by the Buyer that the Seller has engaged any such individual/firm, and paid or intended to pay any amount, gift, reward , fees, commission or consideration to such person, party, firm or institution , whether before or after the signing of this Contract / Purchase order, the Seller will be liable to refund that amount to the Buyer.

The seller will also be debarred from participation in any RFQ/Tender for new projects/program with Buyer for a minimum period of five years.
The buyer will also have a right to consider cancellation of the Contract either wholly or in part, without any entitlement or compensation to the Seller who shall in such event be liable to refund all payments made by the buyer in terms of the Contract along with interest at the rate of 2% per annum or 6% whichever is higher above LIBOR (London Inter Bank Offer Rate) (for foreign vendors) and base rate of SBI plus 2% (for Indian Vendors).
The Buyer will also have the right to recover any such amount from any contracts concluded earlier with Buyer.

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

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

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

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

27. **DUTY OF PERSONNEL OF SUPPLIER/CONTRACTOR** (Applicable for Goods and Services)
MDL being a Defence Public Sector Undertaking, Bidder / Supplier / Contractor undertakes that their personnel deployed in connection with the entrusted work will not indulge in any activities other than the duties assigned to them.

28. **DISPUTE RESOLUTION MECHANISM AND ARBITRATION** (Applicable for Goods and Services)
(a) Dispute resolution mechanism (DRM)

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

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

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

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

(b) Arbitration (Applicable for Goods and Services)
Unresolved disputes/differences, if any, shall then be settled by Arbitration. The Arbitration proceedings shall be conducted at Mumbai, India, in English Language, under the Arbitration and Conciliation Act, 1996 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.

29. **JURISDICTION OF COURTS** (Applicable for Goods and Services)
All contracts shall be deemed to have been wholly made in Mumbai and all claims there under are payable in Mumbai City and it is the distinct condition of the order that no suit or action for the purpose of enforcing any claim in respect of the order shall be instituted in any Court other than that situated in Mumbai City, Maharashtra State, India i.e. courts in Mumbai (for GSL courts in Goa, for GRSE courts in Kolkata, for HSL courts in Vishakhapatnam) shall alone have jurisdiction to decide upon any dispute arising out of or in respect of the contract.

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

The Contractor / Bidder shall be required to provide his workmen with Boiler Suits of any suitable colour other than blue or white, with the Name of the Contractor in prominent letters on the boiler suits along with personal protection gears like safety shoes, hand gloves etc. workmen of the Contractor / Bidder must wear throughout their working while in the premises of MDL. Contractor's workmen working without safety gears are to be disallowed for work.

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

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

Annexure-3

TERMS RELATED TO TAXES (GST)

1. GST as per GST Laws shall be payable extra as quoted and agreed.

2. In case of purchases of goods/services from unregistered dealers under GST Laws, GST will be paid by Defence Public Sector Shipyards under reverse charge mechanism.

3. Benefits from reduction in rate of tax/ITC are required to be passed on to consumer. Where "applicable GST" has been quoted as extra, Goods and service providers (except un-registered dealers under GST Law) have to submit declaration that they have complied with 'Anti-profiteering clause' under GST Law. Such declaration be given in technical bid.

4. If the vendor is registered under GST, vendor shall mention the HSN code for goods &/or services in their tax invoice, etc. These codes must be in accordance with GST Laws and responsibility of specifying correct HSN codes for goods &/or services is that of the vendor. Defence Public Sector Shipyards shall not be responsible for any error in HSN code for goods &/or services specified by supplier / contractor. Supplier /Contractor shall pay penalty and/ or interest imposed on Defence Public Sector Shipyards or any loss due to delay in availing ITC by Defence Public Sector Shipyards or any loss of ITC to Defence Public Sector Shipyards due to errors by vendors at any stage. Defence Public Sector Shipyards reserves right to recover any such interest, penalty or loss from any amount due to Supplier /Contractor or otherwise.

5. In case, Defence Public Sector Shipyards is unable to avail ITC, supplier/contractor at their own cost shall rectify the shortcoming in the returns to be filed immediately thereafter. Further, if the ITC is delayed / denied to Defence Public Sector Shipyards / reversed subsequently as per GST Laws due to non / delayed receipt of goods and / or services and / or tax invoice or expiry of timelines prescribed in GST Laws for availing ITC, non-payment of taxes or non-filing of returns or any other reason not attributable to Defence Public Sector Shipyards, Supplier /Contractor shall pay any loss of amount along with interest and penalty on Defence Public Sector Shipyards under GST Laws for the number of days the ITC was delayed. If the short coming is not rectified by supplier/contractor and Defence Public Sector Shipyards ends up in reversal of credits and / or payments, supplier /contractor is fully liable for making good all the loss incurred by Defence Public Sector Shipyards. Defence Public Sector Shipyards reserves right to recover any interest, penalty or loss from any amount due to Supplier /Contractor or otherwise.

6. If the vendor is registered under GST, the GST registration number (15 digit GSTIN) issued by GOI shall be mandatorily provided by the vendor. Vendor having multiple business verticals within state / at multiple states with separate GST registration numbers shall forward GSTIN of only that vertical which is involved in supply of goods and/or services. Defence Public Sector Shipyards GSTIN is 27AAACM8029J1ZA and vendor shall mention the same while invoicing and avoid any data entry error on GST portal.

7. If the vendor is registered under GST, Vendor shall ensure timely submission of invoice as per the provisions / requirement / timeline promulgated by GOI in relation to GST Law with all required supporting documents to enable Defence Public Sector Shipyards to avail input tax credit promptly. The vendors invoice inter alia should contain GSTIN of vendor, GSTIN of MDL (i.e. 27AAACM8029J1ZA) or GSTIN of Defence Shipyard placing the progressive Contract (ie GRSE GSTIN 19AAACG9371K1Z4/ HSL GSTIN 37AAACH4275P1Z2 / GSL GSTIN 30AAACG7569F1ZR), GST tax rate separately, HSN code wise goods or services, place of supply, signature of vendor, etc. Original invoice needs to be submitted to Bill Receipt Centre at MDL gate or as applicable at the Confirmatory Order placing Defence Public Sector Shipyard. Invoice Copies should be given to the goods receiving section (GRS) at MDL or as applicable at the Confirmatory Order placing Defence Public Sector Shipyard.

8. If the vendor is registered under GST, vendor shall file all applicable returns under GST Laws in the stipulated time & any losses of tax credit to Defence Public Sector Shipyards arising due to delay in filing will be recovered from their invoice wherever Defence Public Sector Shipyards is eligible to avail

tax credit. Any default towards payment of tax and / or uploading of monthly returns by supplier/contractor, Defence Public Sector Shipyards retains right to withhold payments towards tax portion until the same is corrected & complied by the supplier/contractor with the requirement of GST along with satisfactory evidence.

9. The rate sheet enclosed with the tender will indicate the rates to be entered under each head wherever applicable. Bidders must clearly mention the applicable Taxes & Duties. The item-wise rates (i.e. Basic+P&F+F&I) quoted in the Rate Sheet should exclude Taxes & Duties. Bidder should indicate GST rates as applicable separately under each of the head in the same Rate sheet, which will be paid extra based on tax invoice to the extent applicable. The GST will be applicable on total basic rate of each item (i.e. Basic + P&F + F&I).

Annexure-5

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

This declaration must form part of all tenders & it contains general information and serves as a declaration form for all bidders. (Before completing this declaration, bidders must study the General Conditions, Definitions, Govt Directives applicable in respect of Public Procurement No.4) dtd. 23 Feb2023 on Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017& prescribed tender conditions).

DECLARATION BY AUTHORISED SIGNATORY OF THE FIRM

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

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

2) I have read the Order (Public Procurement No.4) dtd 23 Feb 2023 on the subject of Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017 regarding restrictions on procurement from a bidder of a country which shares a land border with India and comply to all the provisions of the Order.

3) I certify that M/s .....(name of bidder entity) is not from such a country and does not have any specified Transfer of Technology (ToT) from such a country / is from such a country or if having specified ToT from such country, has been registered with the Competent Authority (strike out whichever is not applicable). I hereby certify that this SUPPLIER fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority is attached]

4) I certify that M/s .....(name of bidder entity) is not from such a country or, if from such a country, has been registered with the Competent Authority (strike out whichever is not applicable) and will not sub-contract any work to a contractor from such countries unless such contractor is 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.]

5) I understand that the submission of incorrect data and / or if certificate / declaration given by M/s .....(name of bidder entity) is found to be false, this would be a ground for immediate termination and further legal action in accordance with law as per Clause 18 of the Public Order on Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017

AUTHORISED SIGNATURE:

DATE: _____ Seal / Stamp of Bidder

Annexure-6

PROFORMA BANK GUARANTEE FOR PERFORMANCE SECURITY

(ILLUSTRATIVE FORMAT)

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

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

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

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

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

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 up to and including .....; and

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

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

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

For ..... Bank
(by its constituted attorney)
(Signature of a person authorized
to sign on behalf of "the Bank")

Annexure-7

RTGS Format

(ILLUSTRATIVE FORMAT)

1. Supplier's / Vendor's Name:

2. Supplier's / Vendor's Name as per Bank Records:

3A. Supplier's Code **3B. Supplier's PAN Number: #**

Quoting PAN No. in all the e-returns has become 100% mandatory w.e.f. 14-02-2008 hence, ensure to fill- up this and also send a photocopy of PAN duly self-attested. If there is any difference between the name given in the supplier's name and name given in the PAN card, then a note to explain the reason for the difference and the correlation between both.

4. Supplier's / Vendor's Complete Postal Address:

Door No.		Street:	
Location:		District:	
City:		State	PIN

5. Supplier's / Vendor's E-mail ID:

6. Supplier's / Vendor's Telephone Number & Mobile Phone Number:

M

7. Name of the Bank:

8. Bank (Branch) Postal Address:

9. RTGS*/NEFT - Code of the Branch:**

RTGS:	
NEFT:	

RTGS* - "Real Time Gross Settlement", NEFT** - "National Electronic Fund Transfer".
These "IFSC" Codes are unique numbers of each Branch – "Indian Financial Services Code". For some Branches both the codes are the same and some Banks, may maintain one Code No. for RTGS and another Code No. for NEFT. Hence, please fill-up both the rows, even if it is the same.

10. Nature of the Account: (Tick whichever is applicable & put 'x' mark for the balance two accounts)

Saving Bank Account:		Cash Credit Account:		Current Account:	

11. Bank Account Number of the Supplier: ©

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

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

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

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

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

Annexure-8

Details for Remittance towards EMD/PS

1. **MDL'S BANK ACCOUNT DETAILS:**

Beneficiary's Name	Mazagon Dock Shipbuilders Limited
Name of Bank	State Bank of India
Branch	Mazagon Branch
Branch Code	9054
Bank Address	Mazagon Branch, Mazagon, Mumbai - 400 010.
Account No.	10005255246
Account Type	Current Account
IFSC Code	SBIN0009054
RTGS Code	SBIN0009054
NEFT Code	SBIN0009054
MICR / NECS Code	400002120
Telephone No. of Bank	23752802

2. **DETAILES OF REMITTANCE TO MDL'S BANK ACCOUNT:**
(To be filled in by the vendors/firms making remittance of funds in MDL'S Bank Account)

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

Signature of Vendor/Representative

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

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

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

Annexure-9

Official Secret Act 1923

(ILLUSTRATIVE FORMAT)

SECTION 2(B) ; "PROHIBITED PLACE"

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

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

SECTION 3 : "PENALTIES FOR SPYING"

If any per unlawfully -

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

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

SECTION 4 : "COMMUNICATION WITH FOREIGN AGENTS"

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

SECTION 5 : "WRONGFUL COMMUNICATION OF INFORMATION"

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

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

Shall be guilty of an offence under this Act.

SECTION 6 : "UNAUTHORISED USE OF UNIFORMS"

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

SECTION 7 : "INTERFERING WITH OFFICERS OF POLICE"

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

SECTION 8 : "DUTY OF GIVING INFORMATION"

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

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

SECTION 9 : "INCITEMENT"

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

SECTION 10 : "PENALTY FOR HARBOURING SPIES"

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

SECTION 11 : "SEARCH WARRANTS"

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

Annexure-10

Local Content Declaration by the Bidder

1. We refer (Tender No.) , for……..

2. We hereby provide following declaration:

   (a) The percentage of local content for the subject procurement works to be **……. %** and that the goods offered meet the minimum local content requirement for Class –I local supplier.

   (b) Further, the details of the location(s) at which the local value addition is made are as given below:

Full Name :
Address :
Mobile No :
Seal of the firm :

Annexure-11

Undertaking regarding conflict of interest

We do not have any conflict of interest with other bidders. We agree for the following compliance;

1. The bidder found to have a conflict of interest shall be disqualified.
2. 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.

SIGNATURE: _____ **DATE: _____**

Seal / Stamp of Bidder

Annexure 12

Ref: Tender No. …….. dated …….

Undertaking for not debarred

It is confirmed that M/s ……. is not debarred under PPP MII order 2017/GeM/Central Public Procurement Portal (CPPP) or by MDL/GRSE/GSL/HSL or any other Govt. Organization.

Date: Authorized signature with stamp

Place:

Annexure 13

INTEGRITY PACT

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

And.....hereinafter referred to as **"The Bidder/ Contractor"**

PREAMBLE

	The Principal/Buyer intends to award, under laid down organizational procedures, contract/s for.....The Principal/Buyer values full compliance with all relevant laws of the land rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder(s) and /or Contractor(s). In order to achieve these goals, the Principal/Buyer will appoint an Independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 - Commitments of the Principal/Buyer:

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

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

(1)	The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.	
	a)	The Bidder(s)/Contractor(s) will not, directly or through any other persons or firm, offer promise or give to any of the Principal/Buyer's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage or any kind whatsoever during the tender process or during the execution of the contract.
	b)	The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal.

		This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
	c)	The Bidder(s)/Contractor(s) will not commit any offence under the relevant Anti-Corruption Laws of India; further the Bidder(s)/Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to other, any information or document provided by the Principal/Buyer as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
	d)	The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. All payments made to the Indian Agent/representative have to be in Indian Rupees only. Further details as mentioned in the "Guidelines of Indian Agents of Foreign suppliers" shall be disclosed by the Bidders(s)/Contractor(s). Copy of the "Guidelines on Indian Agents of Foreign Suppliers" as annexed and marked as Annexure-A.
	e)	The Bidder(s)/Contractor(s) will when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
	f)	The Bidder (s)/Contractor(s), their agents, representatives shall not do such things so as to interfere with the procedures laid down in the Principal/Buyer's tender containing the General Conditions of Contract (GCC) in respect of procurement contracts for goods, services and civil works.
	g)	The Bidder commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
(2)	The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlines above or be an accessory to such offences.	
(3)	A person signing IP shall not approach the courts while representing the matters to IEMs and he/she will await their decision in the matter.	

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

	If the Bidder(s)/Contractor(s) before contract award or during execution of Contract has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility as Bidder(s) in question, the Principal/Buyer is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or to terminate the contract, if already signed for such reason, as per the procedure mentioned in the "Guidelines on Banning of business dealings" Copy of the "Guidelines on Banning of business dealings" is annexed and marked as Annexure-B.	
	1)	If the Bidder(s)/Contractor(s) has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal/Buyer is entitled also to exclude the Bidder(s)/Contractor(s) from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder(s) and the amount of the damage. The exclusion will be imposed for a minimum of

		six months and maximum of five years, which may be further extended at the discretion of the Principal/Buyer.
	2)	A transgression is considered to have occurred, if the Principal/Buyer after due consideration of the available evidence, concludes that no reasonable doubt is possible.
	3)	The Bidder (s) accepts and undertakes to respect and uphold the Principal/Buyer's absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining legal advice.
	4)	If the Bidder(s)/Contractor(s) can prove that he has restored/ recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Buyer may revoke the exclusion prematurely.

Section 4 – Sanctions for Violation:

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

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

Section 5 - Previous Transgression:

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

Section 6 - Equal treatment of all Bidders/Contractor(s)/Subcontractors:

(1)	The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this integrity Pact, and to submit it to the Principal before contract signing.
(2)	The Principal/Buyer will enter into agreements with identical conditions as this one with all bidders, contractors and subcontractors. In case of a joint venture, all partner of the joint venture should sign the Integrity pact. In case of sub-contracting, the principle contractor shall be solely responsible for the adherence to the provisions of IP by the sub-contractor(s).
(3)	The Principal/Buyer will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 - Criminal charges against violation Bidder(s)/Contractor(s)/ Subcontractor(s):

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

Section 8 - Independent External Monitor/Monitors:

(1)	The Principal/Buyer appoints competent and credible independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively whether and to what extent the parties comply with the obligations under this agreement.
(2)	The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairman & Managing Director of the Principal/Buyer.
(3)	The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all project documentation of the Principal/Buyer including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality
(4)	The Principal/Buyer will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations, between the Principal/Buyer and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
(5)	As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal/Buyer and request the Management to discontinue or take corrective action, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. However, the Monitor shall give an opportunity to the Bidder(s)/Contractor(s) to present its case before making its recommendation to the Principal/Buyer.

(6)	The Monitor will submit a written report to the Chairman & Managing Director of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the Principal/Buyer and, should the occasion arise, submit proposals for correcting problematic situations.
(7)	Monitor shall be entitle to compensation on the same terms as being extended to / provided to Independent Directors on the Board of Principal/Buyer.
(8)	If the Monitor has reported to the Chairman & Managing Director of the Principal, a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India and the Chairman & Managing Director of the Principal/Buyer has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
(9)	The word 'Monitor' would include both singular and plural.

Section 9 - Pact Duration:

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

Section 10 - Other provisions:

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

Section 11 – Fall Clause: #

"The Bidder undertakes that it has not supplied/is not supplying similar products/ systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India

or PSU and if it is found at any stage that similar product/systems or sub systems was supplied by the Bidder to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance of elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the Bidder to the Principal/Buyer, if the contract has already been concluded."

For & on behalf of
MAZAGON DOCKSHIPBUILDERS LIMITED
(OFFICE SEAL)
Place_____
Date_____

For & on behalf of
Bidder/Contractor
(OFFICE SEAL)

Witness 1:
(Name & Address)
_____

_____

_____

Witness 2:
(Name & Address)
_____

_____

_____

Annexure-A to Annexure-13

GUIDELINES FOR INDIAN AGENTS OF FOREIGN SUPPLIERS

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

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

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

Annexure-B to Annexure-13

GUIDELINES ON BANNING OF BUSINESS DEALINGS CONTENTS

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

1. Introduction

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

2. Scope

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

2.6	It is clarified that these guidelines do not deal with the decision of the Management not to entertain any particular Agency due to its poor / inadequate performance or for any other reason.
2.7	The banning shall be with prospective effect, i.e., future business dealings.

3. Definitions

In these Guidelines, unless the context otherwise requires:

i)	'Bidder / Contractor / Supplier / Purchaser / Customer' shall mean and include a public limited company or a private limited company, a firm whether registered or not, an individual, a cooperative society or an association or a group of persons engaged in any commerce, trade, industry, etc. 'Bidder / Contractor / Supplier / Purchaser / Customer' in the context of these guidelines is indicated as 'Agency'.	
ii)	'Inter-connected Agency' shall mean two or more companies having any of the following features:	
	a)	If one is a subsidiary of the other.
	b)	If the Director(s), Partner(s), Manager(s) or Representative(s) are common;
	c)	If management is common;
	d)	If one owns or controls the other in any manner;
iii)	'Competent Authority' and 'Appellate Authority' shall mean the following:	
	a)	Functional Director shall be the 'Competent Authority' for the purpose of these guidelines. CMD, MDL shall be the 'Appellate Authority'.
	b)	CMD, MDL shall have overall power to take suo-moto action on any information available or received by him and pass such order(s) as he may think appropriate, including modifying the order(s) passed by any authority under these guidelines.
iv)	'Investigating Department' shall mean any Department or Unit investigating into the conduct of the Agency and shall include the Vigilance Department, Central Bureau of Investigation, the State Police or any other department set up by the Central or State Government having powers to investigate.	
v)	'List of approved Agencies – 'Bidder / Contractors / Suppliers / Purchasers / Customers shall mean and include list of approved / registered Agencies - 'Bidder / Contractors / Suppliers / Purchasers / Customers, etc.	

4. Initiation of Banning / Suspension

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

5. Suspension of Business Dealings

5.1	If the conduct of any Agency dealing with MDL is under investigation by any department, the Competent Authority may consider whether the allegations under investigation are of a serious nature and whether pending investigation, it would be advisable to continue business dealing with the Agency. If the Competent Authority, after consideration of the matter including the recommendation of the Investigating Department, if any, decides that it would not be in the interest to continue business dealings pending investigation, it may suspend business dealings with the Agency. The order to this effect may indicate a brief of the charges under investigation. If it is decided that inter-connected Agencies would also come within the ambit of the order of suspension, the same should be specifically stated in the order. The order of suspension would operate for a period not more than six months and may be communicated to the Agency as also to the

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

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

6.1	If the security consideration, including questions of loyalty of the Agency to the State, so warrants;
6.2	If the Director / Owner of the Agency, proprietor or partner of the firm, is convicted by a Court of Law for offences involving moral turpitude in relation to its business dealings with the Government or any other public sector enterprises or MDL, during the last five years;
6.3	If there is strong justification for believing that the Directors, Proprietors, Partners, owner of the Agency have been guilty of malpractices such as bribery, corruption, fraud, substitution of tenders, interpolations, etc;
6.4	If the Agency continuously refuses to return / refund the dues of MDL without showing adequate reason and this is not due to any reasonable dispute which would attract proceedings in arbitration or Court of Law;
6.5	If the Agency employs a public servant dismissed / removed or employs a person convicted for an offence involving corruption or abetment of such offence;
6.6	If business dealings with the Agency have been banned/blacklisted by Government Agencies/ Statutory bodies, DGQA, Defence Public Sector Shipyards , DPSUs or with whom commercial transactions have been suspended for sufficient and justifiable reasons.
	If the Agency having same promoters/Directors /Partners as the barred/blacklisted Company as at 6.6 above for the duration for which the barring/ blacklisting of sister concern persists.
6.7	If the Agency has resorted to Corrupt, fraudulent practices including misrepresentation of facts; If the agency who had fraudulently dealt with the Company for pecuniary gains or had connived with dealing officers for mutual benefit.
6.8	If the Agency uses intimidation / threatening or brings undue outside pressure on the MDL or its official in acceptance / performances of the job under the contract;
6.9	If the Agency indulges in repeated and / or deliberate use of delay tactics in complying with contractual stipulations;
6.10	Wilful indulgence by the Agency in supplying sub-standard material irrespective of whether pre-dispatch inspection was carried out by MDL or not;

6.11	Based on the findings of the investigation report of CBI / Police against the Agency for malafide / unlawful acts or improper conduct on his part in matters relating to the MDL or even otherwise;
6.12	Established litigant nature of the Agency to derive undue benefit;
6.13	Continued poor performance of the Agency in several contracts;
6.14	If the Agency misuses the premises or facilities of the MDL, forcefully occupies, tampers or damages the Company's properties including land, water resources, forests / trees, etc. If the Agency who knowingly collude to defeat competition with the aim of deriving undeserved profit or gain from doing business with MDL. (Note: The examples given above are only illustrative and not exhaustive. The Competent Authority may decide to ban business dealing for any good and sufficient reason).

7. Banning of Business Dealings

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

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

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

9. Show-cause Notice

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

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

10.Appeal against the Decision of the Competent Authority

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

11.Review of the Decision by the Competent Authority

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

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

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

Annexure-14

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

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

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:

b) 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.

I 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.

I 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.

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

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

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

c) To the effect that the foregoing representations and warranties shall be deemed to be given at the date of this Agreement and after that date upon and in respect of each disclosure.

The Disclosing Party makes no warranty or representation whatsoever as to the accuracy, completeness, suitability or adequacy of any information or as to the results obtained from it and assumes no responsibility in respect of the use of the information by the Receiving Party.

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

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

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

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

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

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

13. This Agreement represents the entirety of the agreement of the Parties relating to the disclosure of the Confidential Information and shall not be waived, amended or assigned by the Receiving Party except by prior written consent of the Disclosing Party. No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver

thereof nor shall any single or partial exercise of any right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

14. This Agreement shall be valid for a period of TWO (02) 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 presence of	In 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.

Annexure-15

GENERAL CONDITIONS OF CONTRACT ACCEPTANCE FORMAT

To,

Mazagon Dock Shipbuilders Ltd.

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		14		27	
2		15		28	
3		16		29	
4		17		30	
5		18		31	
6		19		32	
7		20			
8		21			
9		22			
10		23			
11		24			
12		25			
13		26			

COMPANY'S NAME & ADDRESS:

_____

_____

_____

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

NOTE:

1. Bidders should carefully read the GENERAL CONDITIONS OF CONTRACT of the Tender (GCC) prior to filling up this acceptance format (available on MDL Web site
2. This format should be properly filled, signed and bidder shall upload the scanned copy of the same online.
3. Bidder(s) should indicate "ACC" for Accepted, "DEV" for Deviation Taken for each clause number in the above table. 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.

Annexure-16

TFE ACCEPTANCE FORMAT

To,
Mazagon Dock Shipbuilders Ltd.

EOI Clause No.	Bidder's Remark	EOI Clause No.	Bidder's Remark	EOI Clause No.	Bidder's Remark	EOI Clause No	Bidder's Remark
	ACC/DEV		ACC/DEV		ACC/DEV		
1		15		29		43	
2		16		30		44	
3		17		31		45	
4		18		32		46	
5		19		33		47	
6		20		34		48	
7		21		35		49	
8		22		36		50	
9		23		37		51	
10		24		38			
11		25		39			
12		26		40			
13		27		41			
14		28		42			

COMPANY'S NAME & ADDRESS:
_____
_____
_____

SIGNATURE:

DATE:

NAME:

DESIGNATION:

BIDDER'S COMPANY SEAL:

NOTE:

(a) Bidders should carefully read the Terms & Conditions of the Expression of Interest (EOI)prior to filling up this acceptance format.

(b) This format should be properly filled, signed and bidder shall upload the scanned copy of the same online.

(c) Bidder(s) should indicate “ACC” for Accepted, “DEV” for Deviation Taken for each clause number in the above table.

(d) 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.

(e) Clause numbers shown in the above format also includes the sub-clauses under these clauses.

Annexure-17

PROFORMA OF UNCONDITIONAL AND IRREVOCABLE INSURANCE SURETY BOND FOR PERFORMANCE SECURITY

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

(ILLUSTRATIVE FORMAT)

Ref. No.……
Insurance Surety Bond No. ……
Dated:……

1) IN CONSIDERATION OF MAZAGON DOCK SHIPBUILDERS LIMTED, 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 an unconditional and irrevocable Insurance Surety Bond in lieu of Performance Security payable under the said order for the fulfillment and performance of the said order, We, _____ Surety Insurer having office at _____ (hereinafter referred to as "the Surety" which expression shall includes its successors and assigns) hereby agree to pay to the Purchaser without any demur on first demand an amount not exceeding Rs. _____ (Rupees _____ only) being 5% (10% in case of Capital Procurement) of the order value against any loss or damage, costs, charges and expenses caused to or suffered by the Purchaser by reason of non-performance and non-fulfillment or for any breach on the part of the Contractor / Supplier of any of the terms and conditions of the said order.

2) We, _____ the Surety 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 surety may be entitled to.

3) We, _____ the Surety further agree that the amount demanded by the Purchaser as such shall be final and binding on the Surety as to the Surety's liability to pay and the amount demanded and the Surety 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 Bond being absolute and unconditional.

4) We, _____ the Surety 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 tender / 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, _____ the Surety further undertake not to revoke this Bond during its currency except with the previous consent of the Purchaser in writing.

6) We, _____ the Surety also agree that the Surety's liability under this Bond 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 Bond shall not exceed Rs. _____
(ii) This Surety Bond shall be valid upto and including _____; and
(iii) We are liable to pay the Bond amount or any part thereof under this Surety Bond only and only if you serve upon us a written claim or demand on or before _____ (validity plus 4 weeks from the date of expiry of this Bond).

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

IN WITNESS WHEREOF the surety has executed this document on this _____ day of _____

For _____ Surety
(by its constituted attorney)
(Signature of a person authorised
to sign on behalf of "the Surety")

**********_

Digitally signed by Kheem Prakash
Date: 2026.11.13 11:55:26 IST
Location: PSUs of Ministry of Defence-DEFPSU