



Bid Number/बोली क्रमांक (बिड संख्या): GEM/2024/B/49773

Dated/दिनांक : 24-05-2024

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	04-06-2024 16:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	04-06-2024 16:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	180 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Defence
Department Name/विभाग का नाम	Department Of Defence Production
Organisation Name/संगठन का नाम	Mazagon Dock Shipbuilders Limited
Office Name/कार्यालय का नाम	*****
Total Quantity/कुल मात्रा	3
Item Category/मद केटेगरी	DN80 Sea Water Flow meter , DN40 Fuel flow meter with local indicator
MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट	No
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट	No
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No
Type of Bid/बिड का प्रकार	Two Packet Bid
Primary product category	DN80 Sea Water Flow meter
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	2 Days
Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
Payment Timelines	Payments shall be made to the Seller within 20 days of issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills (This is in supersession of 10 days time as provided in clause 12 of GeM GTC)

Bid Details/बिड विवरण

Evaluation Method/मूल्यांकन पद्धति	Item wise evaluation/
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EMD Detail/ईएमडी विवरण

Required/आवश्यकता	No
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ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
ePBG Percentage(%) / ईपीबीजी प्रतिशत (%)	5.00
Duration of ePBG required (Months) / ईपीबीजी की अपेक्षित अवधि (महीने).	13

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

Beneficiary/लाभार्थी :

Company
Mazagon Dock Shipbuilders Limited, Dockyard Road, Mumbai-400010
(Mazagon Dock Shipbuilders Limited)

Splitting/विभाजन

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

MII Purchase Preference/एमआईआई खरीद वरीयता

MII Purchase Preference/एमआईआई खरीद वरीयता	Yes
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MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. Preference to Make In India products (For bids < 200 Crore):Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant.

a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate .The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023. [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017

2. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises in respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not MSE and MSE Seller (s) has/have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for 25%(selected by Buyer) percentage of total QUANTITY.The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023 [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.

3. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which will be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

Evaluation Method (Item Wise Evaluation Method)

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

Evaluation Schedules	Item/Category	Quantity
Schedule 1	Dn80 Sea Water Flow Meter	1
Schedule 2	Dn40 Fuel Flow Meter With Local Indicator	2

DN80 Sea Water Flow Meter (1 pieces)

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

Technical Specifications/तकनीकी विशिष्टियाँ

Buyer Specification Document/क्रेता विशिष्टि दस्तावेज़	Download
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Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्र

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

DN40 Fuel Flow Meter With Local Indicator (2 set)

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

Technical Specifications/तकनीकी विशिष्टियाँ

Buyer Specification Document/क्रेता विशिष्टि दस्तावेज़	Download
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Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र.सं	Consignee Reporting/Officer/प रेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी दिन
1	*****	*****MUMBAI	2	56

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

1. Generic

Bidder financial standing: The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.

2. Generic

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

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

3. Generic

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

contracted rates. Bidders are bound to accept the orders accordingly.

4. **Warranty**

Warranty period of the supplied products shall be 1 years from the date of final acceptance of goods or after completion of installation, commissioning & testing of goods (if included in the scope of supply), at consignee location. OEM Warranty certificates must be submitted by Successful Bidder at the time of delivery of Goods. The seller should guarantee the rectification of goods in case of any break down during the guarantee period. Seller should have well established Installation, Commissioning, Training, Troubleshooting and Maintenance Service group in INDIA for attending the after sales service. Details of Service Centres near consignee destinations are to be uploaded along with the bid.

5. **Forms of EMD and PBG**

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

Mazagon Dock Shipbuilders Limited

Account No.

10005255246

IFSC Code

SBIN0009054

Bank Name

State bank of India

Branch address

Mazagon Dock Branch, Mumbai-400010

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

6. **Buyer Added Bid Specific ATC**

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

7. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

Mazagon Dock Shipbuilders Limited

GEM BID NO- GEM/2024/B/4977314

DIVISION: SUBMARINE
DEPARTMENT- COMMERCIAL (EAST YARD)

"This is a Single GeM Bid. Only nominated vendor is allowed to participate. Unsolicited bids submitted by all other vendors will be summarily rejected".

1 Description:

Item Sr. No.	Item Description	Qty	Unit	Delivery Schedule from PO date
100	Material Number:-350000000000081099 Material group:- MPAMU21O - Measure Instruments : ultrasonic flow meters Material Details:- DN80 Sea Water Flow meter RN: 50QL000C0020 Mosawa Part No.: Manas Smart Sroat (SS1002) Model- NK062302	1	Nos	8 weeks
200	Material Number:- 350000000000081100 Material group:- MPAMU21O - Measure Instruments : ultrasonic flow meters Material Details:- DN40 Fuel flow meter with local indicator RN: 49CC000C0090 Flow meter consist of: - 1)DN40 Flow Diesel fuel system - Qty. 01 Part No: FLUIDYNE6610 2)DN40 Flow Electronic Unit-local Indicator - Qty. 01 Part No: FLUIDYNE6610	2	Nos	8 weeks

2	<p>Pricing:</p> <p>a) As per GEM terms (Prices in GeM are including GST please check before bidding).</p> <p>b) The quoted prices shall remain firm and fixed during the currency of the order / contract unless agreed otherwise by MDL.</p>
3	<p>Bid must consist following documents: -</p> <ul style="list-style-type: none"> i. Bid acceptance form as per enclosure-01. ii. Extract of official Secret Act 1923 (Enclosure-19) must be signed, stamped with company seal and along with the offer as a token of acceptance of the terms & conditions by the bidders. iii. Deviation sheet form as per Enclosure-03. iv. Local content declaration as per format at Enclosure-04. v. 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 as per format at Enclosure-05.
3	<p>Inspection:</p> <p>Supplier to submit following documents to purchase executive for acceptance of delivered material:</p> <ul style="list-style-type: none"> i. Certificate of conformity (Enclosure-07). ii. Warranty certificate of 12 months (Enclosure-06). <p>Receipt Inspection: QA-EY (MDL) & SOT(MB).</p>

4 Payment:

Advance payments are discouraged and therefore are to be considered as not allowed.

Payment terms shall be as under:

Full payment for the value of supply, as reduced by any deductibles and/or the amount leviable towards liquidated damages if any, will be made through NEFT/RTGS between 15-20 days after receipt of following documents and acceptance of material by MDL QA-EY: -

- i. Set of Original+2 copies of signed Invoice showing item description & price as per order.
- ii. CRAC/GRIR (GRN) duly acknowledged by MDL East yard-stores.
- iii. Set of Original+2 copies of PBG as Enclosure-08.

Important Instruction:

1. While submitting invoice. Kindly indicate GST number of your firm and GST no. of MDL in your invoice and also indicate HSN/SAC code of the items/services in the invoice. HSN/SAC code should be minimum 6 digit
2. Original invoice along with all requisite documents should be submitted to bill receipt section only. MDL will not be responsible for delay in payment if invoice is submitted to other than a bill receipt section.
3. Firm shall take due care that all required documents mentioned in the payment terms of the PO are submitted along with invoice for processing of the payment. Payment due date will be counted from the date of receipt of all requisite documents along with invoice to Commercial-EY dept.

5 Bid rejection criteria:

a. Following conditions / deviations are non-negotiable and therefore any bid falling under these conditions/ deviations shall be summarily rejected.

- i. Bids received after tender closing date and time.
- ~~ii. Bids received without EMD (other than those who are exempt from payment of EMD), as specified in the tender~~
- iii. Bidders who are debarred under PPP MII order 2017, GEM, CPPP including Tender Holiday issued by Mdl.

b. Bidders are required to submit such documents/ clarifications within the duration / date stipulated by MDL, failing which their bids shall be rejected in following cases.

- i) Bidder's failure to submit sufficient or complete details for evaluation of the bids within the given period depending on the deficiencies noticed in the drawings / technical data which shall not however conflict with validity period.
- ii) Unreasonably longer delivery period quoted by the firm.
- iii) Bidders not agreeing to furnish required security Deposit/ Required Contract Performance Guarantee till completion of the supplies/ services as per contract.
- iv) Bidder not agreeing to furnish Performance Bank Guarantee for Equipment supplied/ Services rendered or not agreeing for retention of equivalent amount by MDL up to the period till completion of contractual & warranty obligations.
- v) Incomplete/ misleading/ambiguous bids in the considered opinion of TNC/CNC.
- vi) Bidder's failure to submit sufficient or complete details, in case of deficiencies noticed for evaluation of the bids
- vii) Bids with technical requirements and or terms not acceptable to MDL/ Customers/ External agency nominated as applicable.
- viii) Validity period indicated by bidders is shorter than that specified in the tender enquiry.
- ix) Bidders not meeting the eligibility criteria given in tender regarding the Class of Supplier as per PPP MII Order 2017.
- ~~x) Bidders not submitting the declaration certificate for Local Content & location of value addition as per **Enclosure-8**~~
- ~~xi) Bidders not indicating / not declaring / not specifying the local content percentage or/and location of local value addition in the declaration certificate.~~
- ~~xii) Bidders submitting incomplete declaration certificate for Local Content or declaration certificate not certified by appropriate authority as per tender.~~
- xiii) Bidders selecting both policies for purchase preference in the declaration certificate
- xiv) Non-submission of unique GEM seller ID by bidder within reasonable time post opening of tender but before price bid opening.
- xv) Non-submission of compliance certificate w.r.t Land border clause as per attached **Enclosure-4.**

6 Breach of obligation

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

(i) Bidder has withdrawn/modified/amended/impaired derogated from the tender during the period of bid validity.

(ii) Bidder fails or refuses to execute the contract upon notification of acceptance of bid by the purchaser during the period of bid validity.

7 Delivery: 8 weeks from the date of order placement

The Supplier/Vendor shall arrange dispatch of good by appropriate transport mode as per the order and consign the same to:

Delivery Address:

EAST YARD -STORES (ENTRY THROUGH GATE NO 10)

MAZAGON DOCK SHIPBUILDERS LIMITED,

Dock Yard Road,

Mumbai -India 400 010.

Phone: Phone: 022- 2376 3651

IMPORTANT GUIDLINES: -

- a. All material should be delivered to SM-Stores between 8am to 3 pm on Monday to Friday. SM-Stores will remain closed for receiving materials during Saturdays, Sundays and MDL Holidays.
- b. Person/carrier/delivery agent should carry a copy of purchase order, delivery challan and ID proof at the time of delivery of item to MDL.
- c. Supplier shall be completely responsible for delivery of material to MDL East Yard Stores. In case of emergency, if Material is directly delivered On board outside MDL / Outside MDL (Not through Stores) then Ship Manager or PS will be authorized to accept the material and the original delivery challan with security stamp duly signed by PS / Ship Manager must be submitted to East yard stores within 10 days' time to make GRN in our SAP system. GRN generation is mandatory for payment release.
- d. Firm should categorically direct the transporter to deliver all the items to East Yard Store inside MDL premise without insisting for delivery at MDL entry Gate.

8 Guarantee / Warranty:

The items/material are to be guaranteed for a period of **12 months** from the date of supply of ordered materials in MDL. The bidder shall warrant that the items supplied under the order, shall be free from all defects related to design, manufacturing or performance deficiencies and is consistent with established and generally accepted standards for such supplies, in full conformity with the specifications / drawings.

If within the above mentioned period, the item(s) supplied in the opinion of MDL is found to be defective in workmanship and/or due to faulty materials, then Seller is requested to arrange the material within One month for which guarantee will be either the residual guarantee of the item or minimum 6 months (whichever is more). All the expenses will be borne by Seller for replacement.

9 Liquidated Damages:

As per GEM: -

If the Seller fails to deliver any or all of the Goods/Services within the original/re-fixed delivery period(s) specified in the contract, the Buyer will be entitled to deduct/recover the Liquidated Damages for the delay, unless covered under Force Majeure conditions aforesaid, @ 0.5% per week or part of the week of delayed period as pre-estimated damages not exceeding 10% of the contract value without any controversy/dispute of any sort whatsoever.

10 Performance Security (Performance Bank Guarantee cum Security Deposit): Applicable if basic order value is more than 10 lakhs.

The bidder shall submit Performance Security (contract performance BG) for an amount of **5% (Five per cent)** of the Contract/Order value excluding taxes, duties, freight etc. in the form of NEFT / DD/ Pay Order / Bank Guarantee in favour of Mazagon Dock Shipbuilders Limited as per MDL standard format at **Enclosure-8** from a Nationalized / Scheduled Bank or bank of International repute excluding Co-operative banks as per the list of Banks approved by SBI/Canara Bank published on MDL web site within 25 days from the date notification of order and valid till guaranty/warranty expiry date of all the items plus 60 days more.

Bank Guarantee should be valid till guaranty/warranty expiry date plus 60 days more for claim period and one month before expiry it shall be extendable until completion of guaranty/warranty obligation of last delivered item.

Performance Security is to be furnished within 25 days after notification of the award of contract and it should remain valid for a period of 60 (sixty) days beyond the date of completion of all contractual obligations of the supplier, including warranty obligations.

Performance Security will be returned only after successful completion of warranty/guaranty obligation. Refund of Performance Security whenever considered admissible by the Purchaser, shall be without interest only.

In case of non-submission or late submission of Security Deposit:

- a) MDL may at their discretion cancel the order and invoke risk purchase clause.
- b) If MDL does not cancel the order, then interest will be recovered on the Performance Security amount for the late submission of Performance Security at the rate of interest i.e. SLR plus 2% in case of Indigenous bidders & LIBOR / EURIBOR rates plus 2% in case of foreign bidders declared by Indian Nationalized Bank State Bank of India for that quarter.

NOTE: Performance Security Bank Guarantee (PSBG) may also be accepted in the form of electronic Bank Guarantee (e-BG) from any Indian Public or Private Scheduled Commercial Bank (as notified by RBI).

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<p>1 1</p>	<p>Performance Bank Guarantee (PBG):</p> <p>Contractor / Supplier / Vendor will be required to submit a Performance Bank Guarantee from a Nationalized / Scheduled Bank or bank of International repute excluding Co-operative banks as per the list of Banks approved by SBI/Canara Bank published on MDL web site as per MDL prescribed format placed at Enclosure-10 for 5% (Five per cent) value of the total order excluding taxes & duties and valid for a period of one month more than warranty period or agree for retention of equivalent amount by MDL up to the period till completion of contractual & Guarantee/ Warranty obligations. In case firm not submitting 5% PBG, equivalent amount will be retained from invoice till completion of warranty period.</p> <p>NOTE:- Performance Bank Guarantee (PBG) may also be accepted in the form of electronic Bank Guarantee (e-BG) from any Indian Public or Private Scheduled Commercial Bank (as notified by RBI).</p>
<p>1 2</p>	<p>STATUTOTORY REQUIREMENTS:</p> <p>The bidder shall abide to all statutory requirements, Official Secret Act 1923, labour act/rules/regulation Safety Rules etc, which are part of this tender. The Bidder shall attach the duly signed scanned copy of Enclosure - 10 for Official Secret Act 1923 in Part-I of the bid.</p>
<p>1 3</p>	<p>TERMINATION & RISK PURCHASE:</p> <p>If the service or any portion thereof not performed by the scheduled delivery date / period, any stoppage or discontinuation of ordered supply / awarded contract without written consent of MDL or not meeting the required quality standards, MDL shall be at liberty, without prejudice to the right of the MDL to recover Liquidated Damages as provided for in these conditions or to any other remedy for breach of contract, to terminate the contract either wholly or to the extent of such default.</p>
<p>1 4</p>	<p>MDL shall also be at liberty to utilize the services as it deems fit, to make good such default and or in the event of the contract being terminated, the balance services. Any excess over the contract price shall be recoverable from the Contractor.</p>
<p>1 5</p>	<p>MDL reserves the right to consider placement of Order / Contract in part or in full against tendered quantity or reject any or all tenders without assigning any reason.</p>
<p>1 6</p>	<p>Make in India Clause:</p> <p>The bidder shall submit Local content declaration as per format at Enclosure-09 along with the bid document.</p>
<p>1 7</p>	<p>Land Border Declaration:</p> <p><u>Order (Public Procurement No.4) dtd 23 Feb 2023 on Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017</u></p> <p>-</p> <p>Govt vide Order (Public Procurement No.4) dtd 23 Feb 2023 has imposed Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017 on bidders from a country which sha</p>

res a land border with India. Accordingly, following shall be complied by the Bidders while submitting bids.

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A) Any bidder from a country which shares a land border with India will be eligible to bid in this tender, whether of goods or services (including consultancy services and non-consultancy services) only if the bidder is registered with the Competent Authority. Further, any bidder (including an Indian bidder) who has a Specified Transfer of Technology (ToT) arrangement with an entity from a country which shares a land border with India will be eligible to bid in any procurement whether of goods or services (including consultancy services and non-consultancy services) only if the bidder is registered with the Competent Authority.

B) The Competent Authority for the purpose of registration under this Order shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT). **The Bidder shall submit declaration / certificate as per Annexure-5 towards compliance of Public Order on Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017.** Any false declaration and non-compliance of the above would be a ground for debarment and further legal action in accordance with law.

C) Validity of registration: In respect of tenders, registration shall be valid at the time of submission of bids and at the time of acceptance of bids. In respect of supply otherwise than by tender, registration should be valid at the time of placement of order. If the bidder was validly registered at the time of acceptance / placement of order, registration shall not be a relevant consideration during contract execution

D) This order will not be applicable for cases stipulated in the Order (Public Procurement No. 4) (as amended from time to time)

E) "Bidder" for the purpose of this Order (Public Procurement No.4) (including the term 'tenderer', 'consultant' 'vendor' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.

F) "Bidder from a country which shares a land border with India" for the purpose of this Order (Public Procurement No.4) 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

Note: "Beneficial owner" for the purpose of above paragraph (C) will be as under:

(i) In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person(s), has a controlling ownership interest or who exercises control through other means.

Explanation-

a. "Controlling ownership interest" means ownership of, or entitlement to, more than twenty-five per cent of shares or capital or profits of the company;

b. "Control" shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholder's agreements or voting agreements;

(ii) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

(iii) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

(iv) Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

(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.

G) "Agent" for the purpose of this Order (Public Procurement No.4) dtd 23 Feb 2023 is a person employed to do any act for another, or to represent another in dealings with third persons.

I) "Transfer of Technology" means dissemination and transfer of all forms of commercially usable knowledge such as transfer of know-how, skills, technical expertise, designs, processes and procedures, trade secrets, which enables the acquirer of such technology to perform activities using the transferred technology independently.

J) In works contracts, including turnkey contracts, contractors 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.

To be included in Liabale for Rejection Clause

Bidders not furnishing declaration / certificate as per Annexure-5 towards compliance of Public Order on Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), within given period and associated documents.

	<p style="text-align: right;">Your</p> <p>s faithfully,</p> <p style="text-align: center;">For MAZAGON DOCK SHIPBUILDERS LIMITED</p> <p style="text-align: right;">Ashok Kumaw</p> <p style="text-align: right;">PURCHASE EXEC</p> <p style="text-align: right;">Tel- +91-22-2376-</p> <p style="text-align: right;">2608</p>

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Enclosures	
Enclosure - 1	Bid Acceptance form
Enclosure - 2	GENERAL CONDITIONS OF CONTRACT (GCC) FOR GOODS AND SERVICES
Enclosure - 2a	GCC acceptance form
Enclosure - 3	Deviation Sheet Performa
Enclosure - 4	Local content declaration
Enclosure- 5	Format for Compliance Certificate w.r.t Land Border
Enclosure - 6	Format of Warranty Certificate
Enclosure - 7	Format for Certificate of Conformity

Enclosure - 8	Format for Security cum Performance Bank Guarantee
Enclosure - 9	Extract of the Provisions of the Official Secret Act, 1923

Enclosure

TENDER ACCEPTANCE FORM

To,
GM (C-EY)

MAZAGON DOCK SHIPBUILDERS LIMITED
 COMMERCIAL DEPARTMENT-EAST YARD.

TEF CLAUSE No.	BIDDER'S REMARK	TEF CLAUSE No.	BIDDER'S REMARK	TEF CLAUSE No.	BIDDER'S REMARK
1.	ACC / DEV	2.	ACC / DEV	3.	ACC / DEV
4.	ACC / DEV	5.	ACC / DEV	6.	ACC / DEV
7.	ACC / DEV	8.	ACC / DEV	9.	ACC / DEV
10.	ACC / DEV	11.	NA	12.	ACC / DEV
13.	ACC / DEV	14.	ACC / DEV	15.	ACC / DEV
16.	ACC / DEV	17.	ACC / DEV		

COMPANY'S NAME & ADDRESS:

SIGNATURE:

DATE:

NAME:

DESIGNATION:

BIDDER'S COMPANY SEA

Note:

NA - Not Applicable

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

STANDARD TECHNICAL CONDITIONS DOCUMENT

1. Scope of supply:

- (i) Equipment / System - As per POS.....
- (ii) Quantity - 1 set / submarine as per POS.....

Deliverables:

(a) Equipment and Installation material

(i) Equipment / systems and all accessories including suitable interfacing devices to enable requisite a exchange with other onboard systems, as applicable to concerned Equipment / Systems.

(ii) All installation materials viz. Special Cables, Cable Glands, Plugs & Sockets, Connectors, Pressure Penetrations, Shock-mounts, Hard Wares, etc. whichever is applicable to the concerned equipment / systems.

The SELLER should provide complete binding and installation data / drawings of Equipment / Systems enable BUYER to prepare installation drawing and to finalize the yard material requirement for installation.

(iii) All requisite test equipment, tools, test jigs & Special Tools and Test Equipment (STTE) for carry out Installation, setting to Work (STW), Harbour Acceptance Tests (HATs) and Sea Acceptance Tests (SAT), as applicable to concerned Equipment / Systems.

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~~(b) Spares:~~

~~(i) One set of spares for STW, HAT & SAT.~~

~~(ii) One set of onboard spares.~~

~~(iii) One set of Base and depot spares to sustain system exploitation for 5years.~~

~~**(c) Software/ Firmware** : One master copy of entire software and firmware with operating system. One programmable memory chips loaded with firmware. Document describing procedure of reloading the software / firmware should accompany these CD/Chips.~~

~~**(d)** SELLER should indicate details of scope of supply of equipment / system, Technical Assistance, d~~

mentation and training.

~~(e) The SELLER is required to provide detailed list of spares with itemized Spare Parts Price List, list of standard & optional equipment with costs, the likely consumption rate of the spares based on the exploitative pattern of the equipment.~~

~~(f) The BUYER would have the option to amend the Manufacturer's recommended list of spares (MRL) proposed by the SELLER within 18 months of the expiry of the warranty period. The SELLER would either 'Buy Back' the spares rendered surplus or exchange them on cost to cost basis with the spares as required by the BUYER. The said spares would be purchased / replaced by the seller, based on the prices negotiated in the contract.~~

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2. Services:

~~(a) **Interfacing:** The SELLER should specify the interface requirement between the system offered and other ship systems on board, if required.~~

~~(b) **Installation:** The SELLER shall provide necessary assistance of expert technicians / engineers from relevant field for on-board installation of special equipment. Offer should clearly indicate whether presence of SELLER's representative is required during installation.~~

~~(c) **Setting to Work (STW) :** After satisfactory completion of installation inspection, the SELLER shall perform STW of the system which shall generally comprise of following work:~~

~~(i) Application of power supply in accordance with the specifications.~~

~~(ii) Adjusting and tuning of the system as required for the commencement of HATs.~~

~~(iii) Verification of interface function in accordance with the specifications. Upon completion of the above, the SELLER shall provide to the BUYER a certificate of completion stating that the STW and interface checks have been completed satisfactorily. Such certificate of acceptance shall be signed by the SELLER representative only.~~

~~SELLER shall quote lump-sum amount towards the satisfactory completion of this activity. In addition to this, SELLER shall separately indicate manday rates of the specialist inclusive of hotel and traveling charges to and from his country, local traveling expenses in India, etc.~~

~~(d) **Harbour Acceptance Test (HATs) :**~~

~~HATs protocol / procedure / schedule shall be prepared by SELLER. The HATs shall be conducted by the SELLER after satisfactory completion of the STW. The HATs shall be conducted by the SELLER in the facilities of the END-USER, according to mutually agreed & approved trial protocol/procedure/schedule. HATs will be witnessed by BUYER's representative. Upon completion of the above, the SELLER shall provide to the BUYER a copy of HAT protocol, signed by both parties.~~

~~SELLER shall quote lump-sum amount towards the satisfactory completion of this activity. In addition to this, SELLER shall separately indicate manday rates of the specialist inclusive of hotel and traveling charges to and from his country, local traveling expenses in India, etc.~~

~~(e) **Sea Acceptance Test (SATs) :** SAT protocol / procedure will be prepared by SELLER. The SATs shall be conducted by the SELLER after satisfactory completion of the HATs. The BUYER will inform the SELLER about likely dates of conduct of SAT. The SAT-schedule will be mutually agreed between the BUYER and SELLER. The SATs shall be conducted by the SELLER in the facilities of the END-USER, according to mutually agreed and approved trial protocol/procedure/schedule. SATs will be witnessed by BUYER's representative.~~

~~Upon completion of the above, the SELLER shall provide to the BUYER a copy of SAT protocol, signed by both parties. SELLER shall quote lump-sum amount towards the satisfactory completion of this activity. In addition to this, SELLER shall separately indicate manday rates of the specialist inclusive of hotel and~~

traveling charges to and from his country, local traveling expenses in India, etc.

(f) Training : Training of submarine crew and Maintainer personnel, on system operation and maintenance respectively shall be included in the SELLER's scope.

This training (theoretical part) should be conducted either at SELLER's premises on completion of FAT or at END-USER's premises just prior to commencement of STW on board respectively.

Practical training shall be part of system STW so that END-USER's personnel can gain experience during association for HATs and SATs. Training plan is to include the following:

(i) Course syllabus, timetable and subject wise training schedule. This Plan will be approved by END-USER.

(ii) Separate training for operator and maintainer.

(iii) The SELLER to provide computer aided customized package for better understanding by trainee.

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3 Quality assurance, Standard of Design and workmanship :

3.1 The design, workmanship, quality and finish of the equipment shall conform to the latest standard specifications applicable to Naval Ship / Submarine. List of applicable standard / specifications should be indicated by SELLER in offer.

3.2 Recommended quality Inspection:

3.2.1 Group-A:

(i) Quantitative and qualitative controls of the item and its certificate of conformity when the item is received by MDL (basic control for any procured item).

3.2.2 Group-B:

(i) Quantitative and qualitative controls of the item and its certificate of conformity when the item is received by MDL (basic control for any procured item).

(ii) Analysis of the quality plan;

(iii) Analysis of the supplier capacities to assure the quality of the product;

(iv) Controls before delivery of conformity file;

(v) Controls of the manufactured element (on all items or on samples), at the supplier premises by MI or his representative.

3.2.3 Group-C:

(i) Quantitative and qualitative controls of the item and its certificate of conformity when the item is received by MDL (basic control for any procured item).

(ii) Analysis of the quality plan;

(iii) Analysis of the supplier capacities to assure the quality of the product;

(iv) Controls before delivery of conformity file;

(v) Controls of the manufactured element (on all items or on samples), at the supplier premises by MI or their representative.

(vi) Inspection during the process of manufacturing, taking into account the aspects of management and the quality.

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4. Factory Acceptance Tests:

4.1 The Equipment/System in the scope of the SUPPLIER shall be subject to Factory Acceptance Test (ATs), if applicable, at the SELLER's factory, and / or at his Subcontractors / Suppliers' factories, in accordance with test procedures, including the test specifications and protocols, mutually agreed and approved by the BUYER. Such FATs shall be considered successful and completed when the National Quality Assurance Authority (NQAA) OR Third Party Inspection (TPI) agency and the BUYER, if present OR Self Certification by Supplier/OEM as per tender enquiry (TE), certify that the results are in conformity with the approved test specifications:

4.2 The test procedures, including the test specifications and protocols, for FAT of Equipment/System shall be submitted to the National Quality Assurance Authority (NQAA) OR Third Party Inspection (TPI) agency and to the BUYER, not later than forty-five (45) Days before the relevant test for the approval of the BUYER. The same shall be returned by the BUYER or the National Quality Assurance Authority (NQAA) OR Third Party Inspection (TPI) agency, acting on behalf of the BUYER, not later than fifteen (15) Days before the test. The tentative scheduled date of the relevant test is to be indicated by the SELLER while submitting the test procedures including the test specifications and protocols for FATs to the appropriate National Quality Assurance Authority (NQAA) OR Third Party Inspection (TPI) agency.

4.3 All certificates and documents related to the FATs shall be issued in English Language.

4.4 If the results of the FAT show that the Equipment is in accordance with the relevant test specifications, the SELLER, and the National Quality Assurance Authority (NQAA) OR Third Party Inspection (TPI) agency on behalf of the BUYER, and the BUYER, if present, shall sign six (6) copies of the FAT Certificate prepared by the SELLER. Upon signature, three copies shall be transmitted to the BUYER, one copy shall be retained by National Quality Assurance Authority (NQAA) OR Third Party Inspection (TPI) agency, and two copies retained by the SELLER.

4.5 All defects or deficiencies which may be found during FATs shall be corrected by the SELLER at his own expense. In such case, re-testing of the affected parts of the Equipment or the complete Equipment as required according to the appropriate test specifications for FATs shall be made at SELLER's cost.

4.6 If the concerned Equipment has cleared all functional parameters and tests in accordance with Article 4.1 and has been accepted by the National Quality Assurance Authority (NQAA) OR Third Party Inspection (TPI) agency and the BUYER's representative – if present, but with some minor observations (that do not affect the Equipment performance) recorded in the test report, the same shall be deemed good and certified by the SELLER prior to delivery.

4.7 The BUYER shall provide SELLER with the necessary bio-data of his representative(s) or END-USE representative(s) attending FATs at least thirty (30) Days prior to such tests for the purpose of obtaining security clearance.

4.8 All FATs shall be witnessed by the appropriate National Quality Assurance Authority (NQAA) OR Third Party Inspection (TPI) agency. In addition, if the BUYER requires to do so, the BUYER's representative shall also witness the FATs.

4.9 The attendance of the National Quality Assurance Authority (NQAA) OR Third Party Inspection (TPI) agency OR Buyer's representative in the FAT OR Self Certification by Supplier/OEM as per tender enquiry (TE) does not relieve the SELLER from any responsibility regarding the quality of the respective Equipment according to the Contract requirements, even in case the BUYER does not make any remarks regarding the quality of Equipment.

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5. Documentation:

5.1 The following documents are to be supplied by SELLER (both in hard copies as well as soft copies CD-ROMs):

- (a) Binding data / installation drawings – 2 Sets of hard copy & 2 Sets of soft copy.
- (b) Jigs / fixtures drawings – 2 Sets of hard copy & 2 Sets of soft copy.
- (c) Technical documentation (TMs) – 7 Sets of hard copy & 2 Sets of soft copy per submarine.

One Set of soft and hard copies of above drawings and final technical documentation shot be directly forward to M/s DCNS under intimation to MDL.

5.2 The scope of documentation should include Operating Instructions / User Hand Book, Technical Description with PCB level circuit diagrams, Maintenance / Repair documents, Parts Identification List, installation specifications, Interface Control Documents, HATs and SATs procedures. The documents should include followings:-

- (a) User hand book / Operator manual.
- (b) Design specifications
- (c) The technical documentation should include the following:
 - (i) Part 1: Technical descriptions / spares / detailed function of subassemblies.
 - (ii) Part 2: Inspection / Maintenance routines / Ship, squadron dockyard responsibilities / repair procedure / material used / fault diagnosis / usage of special maintenance tools (SMTs) / Special test equipment (STE).
 - (iii) Part 3: Procedure for disassemblies / assemblies, repair up to component level, safety precaution.
 - (iv) Part 4: Part list with drawing reference and list of SMTs / STE with test bench usage.
- (d) Manufacturer's recommended list of spares (MRLs)
- (e) Illustrated Spare part list (ISPL).
- (f) Technical manual on SMT/STE with drawing reference.
- (g) Complete Wiring diagram, Cable list, Equipment list and detailed connection diagrams indicating end connector with make.
- (h) TMs on maintenance of SMTs / STE.
- (i) The qualification of storage facilities at customer premises for ship base and depot spares.
- (j) The package procedure of sub-assemblies for long term and short term storages.
- (k) Servicing schedule.
- (l) Test protocols for all tests and trials.
- (m) Any additional information suggested by the OEM.

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6. Packaging and Marking:

(a) **Packaging:** Should be strongly and securely packaged for sea transportation in a minimum cubic space, in such a manner as to prevent damage and pilferage in transit from point of shipment to final destination. Metal & moving parts where necessary, shall be well protected with preservatives to prevent rusting during transit and shelf life period.

The main equipment, accessories and spares should all be separately packed. The SELLER shall insert in each container a fully itemized packing list to show container number, contents, quantity, gross and net weights and cubic measurements. Deliverable items and each type of spares shall be packed and identified separately. Requirement, if any, of presence of SELLER's representative during receipt inspection

ndia shall be indicated clearly in the offer.

(b) Marking: The marking on the containers, corresponding packing lists, etc., shall be clearly made to indicate the type of equipment packed inside the containers with stamped instructions that the container shall be stored in covered spaces and not exposed to the weather. Packages containing delicate and fragile material shall be marked in red block letter "FRAGILE", "DO NOT DROP".

(c) All packaging & markings shall generally conform to INCOTERMS, for FOB / FCA delivery, as applicable.

7. Product Support:

~~7.1 On prices and terms and conditions to be agreed upon, The SELLER shall provide product support relating to the scope of supply up to thirty (30) years from delivery of equipment / system.~~

Such support shall be supplied by way of

~~(a) Supply of spare parts, materials, documents, data and technical services.~~

~~(b) Offering alternate solutions in the event of obsolescence or non-availability~~

~~for any reason, of the spare parts, materials, documents as per subparagraph~~

~~(a) above.~~

~~7.2 In Service Life/Shelf Life. The in Service Life/Shelf Life of the equipment / materials shall be stated in the offer as applicable, such as for welding consumables, paints, etc. In case of shelf life the relevant storage conditions should be clearly specified.~~

8. Warranty:

~~8.1 (a) The equipment / system supplied shall be warranted to be free from design, manufacturing or performance deficiencies for a period of 12 months after commissioning of the Submarine or 36 months from FOB / FCA delivery whichever is earlier.~~

(b) The items/material are to be guaranteed for a period of 12 months from the date of supply of ordered materials in case of indigenous vendor and/or the items supplied shall have warranty for a period of 12 months from the FOB delivery date of each item in case of foreign vendor-

8.2 If within the period of warranty, the goods are reported by the Buyer to have failed to perform as per the specifications, the SELLER shall either replace or rectify the same free of charge, maximum within 30 days of notification of such defect received by the SELLER, provided that the goods are used and maintained by the BUYER as per instructions contained in the Operating Manual. Warranty of the equipment shall be extended by such duration. Record of the down time would be maintained by user in log book. Expenses required for warranty repairs shall be provided free of cost by SELLER.

8.3 The SELLER also undertakes to diagnose, test, adjust, calibrate and repair / replace the goods / equipment arising due to accidents by neglect or misuse by the operator or damage due to transportation of the goods during the warranty period, at the cost mutually agreed to between the BUYER and the SELLER. SELLER hereby warrants that necessary service and repair back up during the warranty period of 12 months for equipment shall be provided by the SELLER and he will ensure that the downtime is within 10% of the warranty period at any one time and not exceeding a cumulative period of 10% of the warranty period.

8.4 In case the repairs of an item under warranty are to be carried out at the SELLER's premises, the item to be repaired shall be sent to the SELLER's premises by the BUYER, appropriately packed, at the cost of the SELLER. The mode of freight shall be decided by the SELLER so as not to affect the construction schedule of the Submarine. Repaired parts shall be entitled to the residual warranty period as the original.

part or six months whichever is later. Replaced part shall enjoy the same provision of warranty as the original one.

9. ~~The technical proposal from the SELLER should contain the full details of the requirements related to the system, i.e. performance, environment, EM compatibility, ship interface, functional interface, design & manufacturing and requirements related to qualification and acceptance. A certificate is to be obtained from DCN, France confirming the compliance of all the above requirements for the Scorpene class submarines.~~

Enclosure

DEVIATION SHEET FORMAT

(Bidders to fill, sign & stamp this form in their bid)

To,
GM (C-EY)

MAZAGON DOCK SHIPBUILDERS LIMITED
COMMERCIAL DEPARTMENT-EAST YARD.

Deviation Sr. No.	Page Sr. No. or Enclosure Reference of the Tender Enquiry	Clause Number for Which the Deviation is Sought	Brief Text Description of the Clause	Reasons for Deviation	Suggested Alternative
1.					
2.					
& so on...					

COMPANY'S NAME & ADDRESS:

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

Enclosure-

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

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This declaration must form part of all tenders & it contains general information and serves as a declaration for all bidders. (Before completing this declaration, bidders must study the General Conditions, Definitions, Guidelines & Directives applicable in respect of Public Procurement No.4) dtd 23 Feb 2023 on Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017 & 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

FORM OF WARRANTY CERTIFICATE

In accordance with the Order N° Dated placed by MAZAGON DO SHIPBUILDERS LIMITED on _____ (Name of firm)

_____ (Name of firm) certify that the following Items identified by the follow references related to Submarine No:

Description of Item(s).....

Manufacturer's Serial Number (OR any other such ID No) of the Equipment / Item.....

.....

Delivery Challan No. / Bill of Lading No & Date / Air Way Bill No & Date

.....

Covered by _____ (Name of firm) Invoice No & Date..... are warran according to the terms and conditions as specified in the order.

The Date of issue of the certificate: DD/MM/YYYY

The Date of the end of validity of the guarantee: DD/MM/YYYY

For and on behalf of

Order reference Number	
Description of Material	
Corresponding to Invoice No & D ate	

Enclosure

FORM OF CERTIFICATE OF CONFORMITY

In accordance with the Order N°..... Dated placed by MAZAGON DOCK SHIPBUILDING LIMITED on (Bidder's Name) and corresponding to (Bidder's Name) invoice no dated.....

1. We herewith certify that corresponding to the Item description..... related to Submarine No..... in conformity with the requirements of above mentioned PO No. Dtd.....

Item no as per PO	Item Description as per PO	Measurement Unit	Quantity as per PO	Quantity accepted

2. We further certify that:-

- a. Each of the items supplied has been identified by permanent marks (such as Manufacturer Name, Model No. and Sr. No. of Item / Material No. (SAP No) of MDL as per PO) with appropriate method such as engraving / non erasable ink/punching where permissible.
- b. Each of the items supplied is as per the specified make and model described in the tender.
- c. Technical file contains all the certificates, reports/results, User Manual and other listed documents in FULL CO-RELATION with EACH OF THE ITEMS SUPPLIED. In other words the Technical file is complete for all items.

supplied and each of the documents, certificates, reports in Technical file contains identification number corresponding to each item supplied.

List of waivers accepted by the Buyer	List of waivers not accepted by the Buyer
Bidders to specify:-	NIL

For And On Behalf Of

Supplier's / Manufacturer's Name
In Charge Of Quality
Seal Signature & Date

-

Enclosure-08

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 LIMITED, a company incorporated under the Companies Act 1956 and having its registered office at Dockyard Road, Mumbai 400010 (hereinafter referred to as 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/modifications 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 include its successors and assigns) hereby agree to pay to the Purchaser without any demur on first demand an amount not exceeding Rs..... (Rupees.....only) being 5% (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

performance and non-fulfillment or for any breach on the part of the Contractor / Supplier of any of the terms conditions of the said order.

2. We, Bank further agree that the Purchaser shall be sole judge whether the said Contract 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 or any time to time any of the powers exercisable by the Purchaser against the Contractor/ Supplier 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 by any such matter or things whatsoever which under the law relating to sureties would have the effect of relieving us.

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

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

7. Notwithstanding anything contained herein above: i) Our liability under this guarantee shall not exceed Rs. ii) This Bank Guarantee shall be valid upto and including; and iii) We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand in 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. Purchase Manual 5th Edition - Goods & Services - Rev. 0 dtd. 07/09/2023 Page 224 of 263 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")



Enclosure

EXTRACT OF PROVISIONS OF THE OFFICIAL SECRETS ACT, 1923

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SECTION 2(B); "PROHIBITED PLACE"

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

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

SECTION 3: "PENALTIES FOR SPYING"

If any person unlawfully - approaches, inspects, passes over or is in the vicinity of any clear place; or make 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 Defense Installation.

SECTION 4: "COMMUNICATION WITH FOREIGN AGENTS"

If any person has been in communication with or attempted to communicate with foreign agents regarding 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 obstruct any Police Officer engaged on guard, sent on or performing similar duty. If any person contravenes 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 abets 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.

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Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority, Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. Any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

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

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

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

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध

भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।

---Thank You/धन्यवाद---