

**PART A**  
**Mazagon Dock Shipbuilders Limited**  
**Additional Terms & Documents (ATC)**  
**Single tender**

**TENDER ENQUIRY FORM (TEF)**

**DIVISION: SUBMARINE**

**DEPARTMENT- COMMERCIAL (EAST YARD)**

MAZAGON DOCK SHIPBUILDERS LIMITED (MDL), Mumbai India, a premier Warship building, Ship repair, Submarine Construction & Refits and Heavy Engineering Company owned by Government of India under Ministry of Defence.

MAZAGON DOCK SHIPBUILDERS LTD (Purchaser / Buyer) INVITES COMPETITIVE BID through GeM Portal in TWO BID SYSTEM (Part-I Techno Commercial Bid and Part-II Price Bid) for the following procurement from Single tender enquiry basis.

This is a Single Tender enquiry for "M/s MTU India Pvt. Ltd" OEM authorised vendor for supply of Spares for MTU make Diesel Engines. Unsolicited bids submitted by all other vendors will be summarily rejected.

**Subject:** - Procurement of Getefo Couplings of Diesel Engines from OEM authorized vendor M/s MTU India Pvt. Ltd through single tender enquiry basis for Project MRLC2, INS-SHANKUSH, Y-72186. Detailed scope of work is attached at the Enclosure-2.

Bidder shall confirm that the Scope of Work as per Enclosure-2 is fully understood by them.

Note: - Any technical query related to subject GeM bid shall be forwarded to following:

Mr. Gopala Krishna Kolusu, M (P-EY)

Telephone: 022 2376 3725

Email: gkkolusu@mazdock.com

**1. Instructions to the bidder:**

- a. Bidder should submit all documents strictly through GeM Portal only. Physical copy of the bid will not be accepted for considering the bid.
- b. In case of supply/services of duplicate / spurious / substandard items by the firm, MDL will resort to prosecution of the firm by legal action with all the stringent measures against the firm for supplying such items which had led to delay of the project of national importance and has endangered the national security. The firm will also be blacklisted in MDL & will be debarred from quoting in future MDL tenders and the same will be intimated to all other public sector undertakings and other Government organization.
- c. Delivery date mentioned in the RFQ/Tender is tentative. However, bidders have to follow delivery schedule as per purchase order. Noncompliance of the same beyond the contractual terms may lead to imposition of liquidated damages or cancellation of contract/ Purchase order.
- d. Where requests are made by bidders with reasons for extension of the tender closing date provided such an extension will not adversely affect the project schedule and bidders are instructed for submission of such request in the concerned commercial department at least 2 days in advance excluding the day of tender closing date, amendment to the tender enquiry may be issued.

- e. MDL at their discretion shall inspect the participating firm workshop/company/ facilities/yard visits for the purpose of evaluation, as deemed necessary before selection of partner. MDL decision in this regard shall be final.
- f. Any participating firm which has been debarred/blacklisted by Central/State Governments or by any entity controlled by Central/State Governments from participating in any of their project, as on date of submission of Tender, shall not be eligible to submit the Tender.

## 2. Validity Period of Bid

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

## 3. Delivery Schedule/completion period

Six months from date of placement of purchase order.

## 4. Receipt of Bids / Offers

Bidders have to submit their offers through GeM Portal only.

Offer must be submitted in two parts viz PART-I & PART-II as stated below:

### 4a. PART I: Technical Bid

Soft Copies/Scanned Copies of below mentioned documents/details are to be attached on GeM, Part-I:

- i. Bidder's Statement on their Company Letterhead indicating Tender No, Tender Date, confirming compliance and acceptance on the Scope of Supplies and other Terms and Conditions as included in this tender enquiry, duly signed, stamped and dated by bidder's authorized person(s).
- ii. Technical Bid clearly indicating item wise descriptions & other details such as specifications, make/model, drawings etc. as relevant to the offered materials.
- iii. Extract of official secret Act 1923 (**Enclosure-8**) must be signed, stamped with company seal and submitted along with Part-I of the offer as a token of acceptance of the terms & conditions by the bidders.
- iv. Price schedule BLANKING the PRICES but clearly indicating 'QUOTED / NOT QUOTED' as applicable against each of the listed item in the prescribed format (**Enclosure-03**).
- v. Bidder to submit acceptance on clauses of Tender Enquiry Form (TEF), and GENERAL CONDITIONS OF CONTRACT (GCC) as 'ACC OR DEV' as applicable for each of the clause at tender (**Enclosure-01 & 05** respectively).
- vi. Bidder to submit Deviation sheet at **Enclosure-19** in case of any deviation from TEF & GCC.
- vii. ~~Bidder to submit their complete Bank details for payment by NEFT as per **Enclosure-14**.~~
- viii. Bidder to submit format of End User Certificate, in case required by the bidder.
- ix. Product data sheets / Catalogue / Technical Specification of the offered material.
- x. GST registration details / GST acknowledgement or Tax Authority Letter.
- xi. Bidder to submit undertaking for Conflict of Interest among Bidders/ Agents along as per **Enclosure-17** and vendor declaration as per **Enclosure-18**.
- xii. ~~Bidder to submit Declaration certificate for local content as per **Enclosure-7**.~~
- xiii. Requirement Matrix at **Enclosure-15** duly filled and signed by the bidder confirming applicability of following requirements indicating "Yes" or "No" corresponding to each item.
  - a) Special provision for handling requirements
  - b) Storage & preservation requirements
  - c) Shelf-life requirements
  - d) Submission of Technical data sheets by Supplier

e) Hazardous item

#### **4b. PART II: Price Bid**

This should contain only the PRICES (Rate Sheet) for items quoted strictly in the prescribed format provided with the GeM Bid at **Enclosure-03**.

#### **5. Submission of Revised Bids:**

The bidders if so, desire may modify their bids prior to the closing date and time of the tender enquiry. However, it shall be the responsibility of the bidder to ensure that they have submitted the revised bid in GEM.

#### **6. Bid Rejection Criteria**

##### **i) Categorical Rejection Criteria**

The following conditions / deviations are non-negotiable and therefore, any bid falling under these conditions / deviations shall be summarily rejected. Bidders to note that they shall **not** be provided any opportunity to rectify these conditions / deviations post bid opening:

- a) Bidders who are debarred under PPP MII order 2017, GeM, CPPP including Tender holiday issued by MDL.
- b) Bids received after tender closing date and time.
- c) Bids received other than through GEM portal.
- d) Bid received from other than M/s MTU India Pvt. Ltd.

#### **7. Guarantee & warranty:**

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

#### **~~8. Performance Security (Performance Bank Guarantee cum Security Deposit)~~**

~~Successful bidders need to submit Performance Bank Guarantee (PBG) cum Security Deposit (SD) for an amount of 5 % of the value of the contract (excluding taxes & duties). Performance security may be furnished in the form of NEFT/ Demand Draft / Pay order / Bank Guarantee / Insurance Security Bond / e-Bank Guarantee in favour of Mazagon Dock Shipbuilders Limited, Mumbai from the list of Banks approved by SBI / Canara Bank published on MDL website. Performance Security is to be furnished within 25 days after notification of the award of contract and it should remain valid for a period of 60 (sixty) days beyond the date of completion of all contractual obligations of the supplier, including warranty obligations.~~

#### **~~Non-submission of Performance Security:~~**

- ~~i) In case of failure to submit performance security by the supplier within 25 days of transmission / notification of order by any mode, EMD (if available) will be forfeited and MDL reserves the right to cancel the order and invoke the risk purchase clause. If it is established that the contractor has failed to comply with the Guarantee/warranty obligations, the PSBG will be encashed by MDL. MDL's decision in this regard shall be final and binding on the supplier / contractor.~~
- ~~ii) In cases where the supplier / contractor has not submitted the PS and already commenced supply / services, Performance security will be retained from the bills, if any. In such case, interest will be recovered for the period starting from 26th day of transmission / notification of order/contract by any mode and amount involved at the relevant rate of interest for that quarter. For Indian suppliers, it will be SBI BPLR plus 2%.~~

#### **9. Pricing**

- i) As per GEM terms (Please check carefully before bidding).**

**ii) GeM Prices shall be inclusive of all types of Taxes and duties.**

- iii) The quoted prices shall remain firm and fixed during the currency of the order / contract unless agreed otherwise by MDL.
- iv) Bidder shall quote the prices for services indicated / listed in the GeM Bid enquiry for execution of the services complying with the terms and conditions indicated at the Scope of Work.
- v) Firm to provide price breakup of each activity in the price bid.
- vi) The reference price, if any, indicated anywhere in the tender document against each line item is only notional and has no commercial relevance. Therefore, such reference price should not be considered as guidance price and the bidders shall quote their price based on their costing and pricing policies.

**10. Firm Price / Price Variation**

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

**11. Payment Terms**

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

- i) 95% payment of supply line items will be made against supply of items of the purchase order and as reduced by any deductibles and/or the amount leviable towards liquidated damages, if any and after including statutory taxes, duties and levies as applicable may be payable through RTGS/NEFT within 15 days for actual quantities of work executed and on submission of relevant documents as mentioned below.

**Following documents are required for payment**

- (a) Set of Original + 2 Copies of signed Tax Invoice showing item/activity wise prices as per the contract/order to be submitted to Commercial Department, East Yard.
- (b) Signed GRN copy (Accepted by MDL QA) cum Inspection Report.

- ii) Balance 5% will be retained as Performance Bank Guarantee and will be released after completion of contractual obligations including warranty terms.

**12. Trade Receivable Discounting System (TReDS) for MSEs**

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

- i) Below are the details of M1xchange:

1. Shaiwal Sinha  
Mob: 9599224594      Mail : shaiwal.sinha@m1xchange.com
2. Ankit Singh  
Mob : 9800250395      Mail : ankit.singh@m1xchange.com

M1xchange Office address (Mumbai) : A-403, The Qube 4<sup>th</sup> floor, MV road Marol, Andheri (E) Mumbai – 400059.

ii) Below are the details of Rxil:

1. Name of Nodal Officer -: SANTOSH YADAV  
Contact Details/ Mobile Number of Nodal Officer -: +91-9167708156  
Email Id -: santosh.yadav@rxil.in  
Complete address -: Receivables Exchange Of India Limited , 701-702,7th Floor,  
Supremus, E Wing, I-Think Techno Campus, Kanjurmarg East,  
Mumbai 400042
2. Name of Nodal Officer -: ANGELIN ANBARASAN  
Contact Details/ Mobile Number of Nodal Officer -: +91-8451975191  
Email Id -: angelin.anbarasan@rxil.in  
Complete address -: Receivables Exchange Of India Limited , 701-702,7th Floor,  
Supremus, E Wing, I-Think Techno Campus, Kanjurmarg East,  
Mumbai 400042

### **13. Taxes and Duties**

- i) Bidders must quote the amounts of Taxes and Duties as applicable, separately, duly indicating the base amount(s) and the applicable rate(s), under each of the heads indicated above.
- ii) 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.
- iii) However, if there is a decrease in taxes, the same must be passed on to MDL.
- iv) Wherever all-inclusive prices are quoted by the Tenderer(s) without bifurcation of tax elements, no escalation can be considered in respect of any variations in statutory levies arising subsequently because of the absence of the required base figures in the purchase order / contract.

Following GST clauses are applicable:

- a) GST shall be payable extra as quoted and agreed as per GST Laws.
- b) In case of purchases of goods/services from unregistered dealers under GST Laws, GST will be paid by MDL under reverse charge mechanism.
- c) 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 unregistered 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.
- d) 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. MDL 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 MDL or any loss due to delay in availing ITC by MDL or any loss of ITC to MDL due to errors by vendors at any stage. MDL reserves right to recover any such interest, penalty or loss from any amount due to supplier /contractor or otherwise.

- e) In case, MDL is unable to avail ITC, supplier/contractor at their own cost shall rectify the shortcoming in the returns to be filed immediately thereafter. Further, if the ITC is delayed / denied to MDL / reversed subsequently as per GST Laws due to non / delayed receipt of goods and / or services and / or tax 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 MDL, supplier /contractor shall pay any loss of amount along with interest and penalty on MDL under GST Laws for the number of days the ITC was delayed. If the short coming is not rectified by supplier/contractor and MDL ends up in reversal of credits and / or payments, supplier /contractor is fully liable for making good all the loss incurred by MDL. MDL reserves right to recover any interest, penalty or loss from any amount due to supplier /contractor or otherwise.
- f) 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 and vendor shall mention the same while invoicing and avoid any data entry error on GST portal.
- g) 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 MDL to avail input tax credit promptly. The vendors invoice inter alia should contain GSTIN of vendor, GSTIN of MDL (i.e.27AAACM8029J1ZA), 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).
- h) 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 MDL arising due to delay in filing will be recovered from their invoice wherever MDL is eligible to avail tax credit. Any default towards payment of tax and / or uploading of monthly returns by supplier/contractor, MDL retains right to withhold payments towards tax portion until the same is corrected and complied by the supplier/contractor with the requirement of GST along with satisfactory evidence.
- i) 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 and duties. The item-wise rates (Inclusive of packing forwarding, freight & insurance) quoted in the rate sheet should exclude taxes and 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 (Inclusive of packing forwarding, freight & insurance).

#### **14. 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), It is important to note that MDL will not be entitled for Input Tax Credit (ITC)/GST on a vendor Invoice which is not compliant with the above e-Invoice notification. 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".

#### **~~15. Purchase Preference to Micro and Small Enterprises(MSEs) (PPP MSE)~~**

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

(a) In tender, participating Micro and Small Enterprises (MSE) quoting price within price band of L1+15 (fifteen) per cent shall also be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE and such MSE shall be allowed to supply up to 25(twenty five) per cent of total tendered value. The 25(twenty five) per cent quantity is to be distributed proportionately among these bidders, in case there are more than one MSEs within such price band.

(b) Within this 25% (Twenty Five Percent) quantity, a purchase preference of four (4) per cent is reserved for MSEs owned by Scheduled Caste (SC)/ Scheduled Tribe (ST) entrepreneurs and three (3) percent is reserved for MSEs owned by women entrepreneur (if they participate in the tender process and match the L1 price). However, in event of failure of such MSEs to participate in tender process or meet tender requirements and L1 price, four percent sub target for procurement earmarked for MSEs owned by SC/ST entrepreneurs and three (3) percent earmarked to women entrepreneur will be met from other MSEs. . MSEs would be treated as owned by SC/ ST entrepreneurs:

(i) In case of proprietary MSE, proprietor(s) shall be SC /ST;

(ii) In case of partnership MSE, the SC/ ST partners shall be holding at least 51% (fifty one percent) shares in the unit;

(iii) In case of Private Limited Companies, at least 51% (fifty one percent) share shall be held by SC/ ST promoters.

(c) If subcontract is given to MSEs, it will be considered as procurement from MSEs.

(d) Since each tender item cannot be split or divided, etc. the MSE quoting a price within the band L1+15% may be awarded for full/ complete supply of total tendered value to MSE, considering the spirit of the Policy for enhancing Govt. Procurement from MSEs.

(e) In respect of items reserved for MSE Manufacturers, extant guidelines shall be followed. Presently Circular No. S.O. 581(E) dated 23.03.2012 is applicable. The latest list may be seen from the website of the MSME Ministry.

#### **16. Purchase Preference to Make in India 2017(PPP MII):**

Procurement through GeM shall be governed by the PPP MII 2017 order as implemented on the GeM platform. MII 2017 mentioned at Enclosure 12

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

#### **17. Purchase preference:**

(a) Purchase preference shall be given to only "Class I Local Supplier" (Class II Local Supplier are not eligible for purchase preference) in procurements undertaken in the manner specified in the succeeding sub- paras:

(b) The Class I local suppliers, under PPP MII Order, participating in any government tender, may or may not be MSEs, as defined under the MSME Act. Similarly, MSEs participating in any government tender, may or may not be Class I local suppliers. Suppliers may be categorised in following four broad categories for consideration or applicability of purchase preference

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

~~**PPP MSE Order 2012:** Purchase Preference under PPP MSE Order 2012 shall prevail over Purchase preference under PPP MII Order 2017 and Purchase preference shall be accorded.~~

~~**18. Declaration / Verification of Local content:**~~

~~(a) Tenders shall solicit participating bidders to indicate the percentage of local content (i.e. value added in India) along with the details of location/s where the local value addition is made, in their bids, item wise or tender wise. The indicated local content percentage shall decide categorization of the vendors as "Class I Local Supplier" / "Class II Local Supplier" / "Non-local Supplier". All bidders should declare that the item and service offered meets the minimum local content and indicate its percentage in their offer which shall meet or exceed 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 technical offer Part I bid.~~

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

~~(c) Further, it must be informed to bidders in the tender that once the declaration / certification is committed at tender submission stage, the same cannot be altered subsequently at technical negotiation stage or after award of contract. Doing so would be treated / considered as false declaration by bidder and necessary action shall be initiated as per para 7.4.20.12 of the said Order for debarment.~~

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

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

~~(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 note of 7.4.20.2(iii)(b) or as amended by MoD / DPIIT / DoE.~~

~~(g) On opening of the price bids, if it is identified that there is difference in local content declaration made and local content percentage as per price quoted is now not meeting (i.e. lesser than) the specified tender requirement (i.e. only on the quoted price without any loading) then such bidder shall be disqualified and shall not be considered for ranking purpose. The bid would be treated / considered as given false declaration and necessary action for debarment shall be initiated.~~

~~**19. Debarment of bidders / suppliers**~~

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

prospectively from the date on which it comes to the notice of other procurement entities, in such a manner that ongoing procurements are not disrupted.

**20. Provisions of Official Secrets Act, 1923**

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

**21. Reciprocity Clause**

(a) When a Nodal Ministry / Department identifies those Indian suppliers of an item are not allowed to participate and / or compete in procurement by any foreign government, due to restrictive tender conditions which have direct or indirect effect of barring Indian companies such as registration in the procuring country, execution of projects of specific value in the procuring country etc., it shall provide such details to all its procuring entities including CMDs/CEOs of PSEs/PSUs, State Governments and other procurement agencies under their administrative control and GeM for appropriate reciprocal action.

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

(c) The stipulation in (b) above shall be part of all tenders invited by MDL. All purchases on GeM shall also necessarily have the above provisions for items identified by nodal Ministry / Department.

(d) The term 'entity' of a country shall have the same meaning as under the FDI Policy of DPIIT as amended from time to time.

Specifying foreign certifications / unreasonable technical specifications / brands / models in the bid document is restrictive and discriminatory practice against local suppliers. If foreign certification is required to be stipulated because of non-availability of Indian Standards and / or for any other reason, the same shall be done only after written approval of Secretary of the Department concerned or any other Authority having been designated such power by the Secretary of the Department concerned (Department concerned for MDL is MoD, DDP).

**22. Public Grievance Cell**

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

**23. Liquidated Damages**

"If the Seller/Service Provider 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% of the contract value of delayed quantity per week or part of the week of delayed period as pre-estimated damages not exceeding 5% of the contract value of delayed quantity without any controversy/dispute of any sort whatsoever".

**24. Hindrance Register**

(a) Wherever applicable such as where submission, approvals and clearances are required, the Tender shall have a Hindrance register clause that all hindrances with date of occurrences and removal shall be noted in the Hindrance register. The Hindrance register shall be signed by the reps of both MDL as well as Contractor.

(b) Executive in the rank of Chief Manager and above shall be the nodal executive of the User Department.

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

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

## **26. Land Border Clause**

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

- i) MoF DoE vide OMs No 6/18/2019-PPD dated 23 Jul 2020 & 24 Jul 2020 and OM No F.7/10/2021/-PPD(1) dated 23.02.2023 has promulgated restrictions and procedure for buying from a bidder from a country which shares a land border with India under GFR Rule 144 (xi) on the grounds of Defence of India and National Security for information and compliance.
- ii) The Orders stipulate mandatory registration with competent authority and seeking certificate of compliance with this Order from the bidder from a country which shares a land border with India in the tender process. Exclusions from these restrictions have also been enlisted in the Order. The Competent authority for the purpose of registration under this Order shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT).
- iii) A bidder is permitted to procure raw material, components etc. from the vendors from countries which shares a land border with India. Such vendors will not be required to be registered with Competent Authority, as it is not regarded as "sub-contracting". However, if bidder has proposed to supply finished goods procured directly/ indirectly from the vendors from the countries sharing land border with India, such vendor will be required to be registered with the Competent Authority.
- iv) The bidder has to enclose filled signed and stamped certificate for "Declaration of Compliance on Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017" as per the enclosure.

## **27. Consignee details**

The Successful bidder/s shall arrange dispatch of goods by appropriate transport mode as per the order to 'Mazagon Dock Shipbuilders Limited Stores' (At address intimated by MDL representative) on working days (Monday to Friday) between 8.00 hrs to 15.00 hrs (Lunch Time 11.30 to 12.00 hrs). In case truck/tempo reaches our yard beyond above time the same may be retained over night at your risk & cost. Unloading may take 4 Hrs or more due to administrative constraints, bidder should plan accordingly.

## **28. Inspection of material:**

1. Material to be supplied in EY-store. Goods receive note (GRN) to be made by EY-Store and Inspection to be carried out by MDL and SRMT with reference to scope of work (enclosure-2).
2. Supplier to submit: -
  - a) Certificate of Conformity as per MDL format at Enclosure-13 conforming that the items supplied are as per the specification and description mentioned in the order signed by supplier.
  - b) Warranty certificate and Material Test Certificate

## **29. Breach of Obligation Clause with respect to Bid Submitted**

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

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

- ii. Bidder fails or refuses to execute the contract upon notification of acceptance of bid by MDL during the period of bid validity.

**30. Right to reject any or all bids**

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

**31. Contacting MDL during the evaluation**

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

~~**32. Book Examination Clause (BEC)**~~

~~In case it is found to the satisfaction of MDL that the Supplier has engaged an Agent or paid commission or influenced any person to obtain the contract as described in clauses relating to Agents/Agency Commission and penalty for use of undue influence, the supplier, on a specific request of MDL shall provide necessary information/inspection of the relevant financial documents/information.~~

**33. Deviations:**

It will be our endeavour to receive bidder's complete offer with acceptance of all the Terms of this tender enquiry without deviations on or before the tender due date & time. Bidder shall abide by all the clauses of Tender Enquiry Form (T.E.F) & and GENERAL CONDITIONS OF CONTRACT (GCC) acceptance formats as per **Enclosures-01 & 05** contained therein should be properly filled, signed by the bidder along with (PART-I) techno-commercial bid. The bidder also hereby confirms acceptance & compliance to the Scope of Supply (**Enclosure-2**) and other Enclosures attached herewith. The bidder shall also abide statutory requirements, Official Secret Act 1923 clauses as per **Enclosure-8**.

**34. Option Clause**

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

**35. Right to reject any or all bids**

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

**36. 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.

**37. Claims by firms**

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

**38. Cancellation / Foreclosure / Termination of order**

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

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

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

**39. Cartel Formation/Pool Rates**

- i) 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.
- ii) If this is found, 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. The 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.
- (iii) Quantity of material returned to respective stores / held in stock by Contractor at his end.
- (iv) Actual quantity wasted / scrapped as a by-product of process as against stipulated amount.
- (v) Supplier / Contractor shall also furnish undertaking regarding protection of intellectual property rights and that issued design drawing will be returned without reproducing and retaining any copies at their end.

**40. Order Acceptance:**

Successful bidder shall acknowledge the receipt and communicate in writing their unconditional acceptance of order within 10 working days from the date of placement of the order. If nothing to the contrary is received within 10 working days from the date of placement of order, it shall be understood that the order has been accepted.

**All other terms and conditions not mentioned above but mentioned in Scope of work at the enclosure will be applicable.**

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

**For MAZAGON DOCK SHIPBUILDERS LIMITED**  
**Shashikant Javalkar, DM (C-EY)**  
**Email: ssjavalkar@mazdock.com**  
**Phone: 022-2376-2690**  
(Purchase Executive)

**List of enclosures:**

1. Enclosure 1: TEF acceptance Format.
2. Enclosure 2: Scope of work
3. Enclosure 3: Rate sheet
4. Enclosure 4: General Conditions of Contract (GCCs)
5. Enclosure 5: Acceptance format for General Conditions of Contract (GCCs)
6. Enclosure 6: Declaration of Compliance on Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017
- ~~7. Enclosure 7: Declaration certificate for local content~~
8. Enclosure 8: Extract of provisions of the official secrets act, 1923
- ~~9. Enclosure 9: Proforma bank guarantee for performance security~~
- ~~10. Enclosure 10: Format for Integrity Pact~~
11. Enclosure 11: Format for warranty certificate
- ~~12. Enclosure 12: Purchase preference under MII clause~~
13. Enclosure 13: Format for Certificate of Conformity
- ~~14. Enclosure 14: RTGS/NEFT MANDATE AUTHORISATION FORM~~
15. Enclosure 15: Requirement matrix
16. Enclosure 16: Document confirmatory matrix
17. Enclosure 17: Conflict of Interest among Bidders/ Agents
18. Enclosure 18: Vendor declaration
19. Enclosure 19: Deviation Sheet

**Note: Bidders have to upload filled and signed enclosures along with the offer**

**TEF ACCEPTANCE FORMAT**

<b>TEF CLAUSE No.</b>	<b>BIDDER'S REMARK</b>	<b>TEF CLAUSE No.</b>	<b>BIDDER'S REMARK</b>	<b>TEF CLAUSE No.</b>	<b>BIDDER'S REMARK</b>
1.	ACC / DEV	2.	ACC / DEV	3.	ACC / DEV
4.	ACC / DEV	5.	ACC / DEV	6.	ACC / DEV
7.	ACC / DEV	8.	NA	9.	ACC / DEV
10.	ACC / DEV	11.	ACC / DEV	12.	ACC / DEV
13.	ACC / DEV	14.	ACC / DEV	15.	NA
16.	NA	17.	NA	18.	NA
19.	ACC / DEV	20.	ACC / DEV	21.	ACC / DEV
22.	ACC / DEV	23.	ACC / DEV	24.	ACC / DEV
25.	ACC / DEV	26.	ACC / DEV	27.	ACC / DEV
28.	ACC / DEV	29.	ACC / DEV	30.	ACC / DEV
31.	ACC / DEV	32.	NA	33.	ACC / DEV
34.	ACC / DEV	35.	ACC / DEV	36.	ACC / DEV
37.	ACC / DEV	38.	ACC / DEV	39.	ACC / DEV
40.	ACC / DEV				

**COMPANY'S NAME & ADDRESS:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**SIGNATURE:**

**DATE:**

**NAME:**

**DESIGNATION:**

**BIDDER'S COMPANY SEAL:**

**Note:**

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

**Procurement of Getefo Couplings of Diesel Engines****Scope of work****INS SHANKUSH – MRLC 2**

<b>SR. NO.</b>	<b>MATERIAL / SERVICE DETAILS</b>	<b>QTY IN NOS</b>	<b>SAP ID</b>
10.	Description: GETEFO COUPLING PART ID: 521G03703/2 TM. REF: 201-1-1. (Diesel engine)	16	350000000000084625

**Terms and Conditions:**

- i) Vendor to has to supply the material with Material Test Certificate, warranty certificate and COC.

**RATE SHEET PRESCRIBED FORMAT***(Please quote on your letter head only)***PDF of the price breakup for each line item should be submitted in GEM portal.**

SR. NO.	MATERIAL / SERVICE DETAILS	QTY IN Nos	Unit Price	Total Price
10.	Description: GETEFO COUPLING PART ID: 521G03703/2 TM. REF: 201-1-1. (Diesel engine)	16	Blank	Blank

**Note: -**

The bidder hereby confirms to have quoted the unit rates and total item wise values only in the columns for delivery in MDL Mumbai East Yard stores excluding GST and taxes. Rate of GST and taxes applicable shall be indicated separately in terms of percentage of quoted basic price.

Price quoted in GEM should be inclusive of taxes and duties.

<b>a. The seller has read, understood and accept the complete Scope of work. (Yes/No)</b>	
---	--

Taxes & Duties			
	Tax head	Rate applicable	Percentage of total Amount on which the tax is applicable
1	GST		
2	Any other Taxes/Duties (Bidder to specify)		

Name: .....

Designation: .....

Date: .....

Bidders Company Seal .....

**GENERAL CONDITIONS OF CONTRACT (GCC)**

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

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

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

**1. TENETS OF INTERPRETATION**

Unless where the context requires otherwise, throughout the contract:

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

**2. LANGUAGE OF CONTRACT**

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

**3. GOVERNING LAWS AND JURISDICTION****3.1 Governing Laws and Jurisdiction**

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

**3.2 Changes in Laws and Regulations**

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

#### **4. CONFIDENTIALITY, SECRECY AND IPR RIGHTS**

##### **(a) IPR Rights**

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

##### **(b) Confidentiality**

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

##### **(c) Secrecy**

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

##### **(d) Obligations of the contractor**

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

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

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

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

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

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

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

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

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

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

## **5. PERMITS, APPROVALS AND LICENSES**

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

## **6. TRANSFER OF TITLE OF GOODS**

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

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

## **7. EXTENSION OF DELIVERY PERIOD**

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

### **(b) Conditions for Extension of Delivery Period**

When the period of delivery is extended due to 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:

#### **(i) Liquidated Damages**

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

#### **(ii) Denial Clause**

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

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

(ac) Nevertheless, MDL shall be entitled to the benefit of any decrease in price on account of reduction in or remission of GST, customs duty or on account of any other Tax or duty or any other

ground as stipulated in the price variation clause or foreign exchange rate variation or any other variation clause which takes place after the expiry of the original delivery date.

**(c) Liquidated damages**

If the contractor fails to deliver any or all of the Goods or fails to perform the incidental Works/ Services (e.g. installation, commissioning or operator training) within the time frame(s) incorporated in the contract, MDL shall, without prejudice to other rights and remedies available to MDL under the contract, deduct from the contract price, as agreed liquidated damages, but not as a penalty, a sum equivalent to the 0.5 % percent (excluding taxes) of the delivered price of the delayed Goods and/ or incidental Works/ Services for each week of delay or part thereof until actual delivery or performance, subject to a maximum deduction of the 10% of the delayed Goods' or incidental Works/ Services' contract price(s). Besides liquidated damages during such a delay, the denial clause shall also apply. Any failure or delay by any subcontractor, though their employment may have been sanctioned shall not be admitted as a ground for any extension of time or for exempting the contractor from liability for any such loss or damage as aforesaid.

**8. DEFAULTS, BREACHES & TERMINATION OF CONTRACT**

Termination due to Breach, Default, and Insolvency

**(a) Defaults and Breach of Contract**

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

**(i) Default in Performance and Obligations**

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

**(ii) Insolvency**

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

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

**(b) Notice for Default**

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

**(c) Terminations for Default**

(i) Notice for Termination for Default: In the event of unsatisfactory resolution of 'Notice of Default' within two weeks of its issue as per sub-clause above, MDL if so decided, shall by written Notice of Termination for Default sent to the contractor, terminate the contract in whole or in part, without compensation to the contractor.

(ii) Such termination shall not prejudice or affect the rights and remedies, including under sub-clause below, which have accrued and/ or shall accrue to MDL after that.

(iii) Unless otherwise instructed by MDL, the contractor shall continue to perform the contract to the extent not terminated. All warranty obligations, if any, shall continue to survive despite the termination.

**(d) Contractual Remedies for Breaches/Defaults or Termination for Default**

If there is an unsatisfactory resolution within this period, MDL shall take one; or more of the following contractual remedies.

(i) Temporary withhold payments due to the contractor till recoveries due to invocation of other contractual remedies are complete.

(ii) Call back any loaned property or advances of payment, if any, with the levy of interest at the prevailing rate (MIBID - Mumbai Interbank Bid Rate).

(iii) Recover liquidated damages and invoke denial clause for delays.

(iv) Encash and/ or Forfeit performance or other contractual securities.

(v) Prefer claims against insurances, if any.

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

**(vii) Risk and Cost Procurement**

In addition to termination for default, MDL shall be entitled, and it shall be lawful on his part, to procure Goods same to those terminated, with such terms and conditions and in such manner as it deems fit at the "Risk and Cost" of the contractor. Such 'Risk and Cost Procurement' must be initiated (viz. AIP/PR/Tender) within six months from the termination of Contract. The Contractor shall be liable for any loss which MDL may sustain on that account provided the procurement, or, if there is an agreement to procure, such agreement is made. The Contractor shall not be entitled to any gain on such procurement, and the manner and method of such procurement shall be in the entire discretion of MDL. (Note: 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**

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

## **10. COMMUNICATION AND LANGUAGE FOR DOCUMENTATION**

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

## **11. PRESERVATION AND MAINTENANCE**

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

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

## **12. FREIGHT AND INSURANCE.**

### **(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**

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**

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

## **15. PURCHASER'S PROPERTY.**

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

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

#### **16. REJECTION OF MATERIALS**

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

#### **17. RECOVERY-ADJUSTMENT PROVISIONS**

Payment made under one order shall not be assigned or adjusted to any other order except to the extent agreed upon in writing by the Purchaser. During the currency of the contract, if any sum of money is payable by the Bidder / Supplier / Contractor the same shall be deducted from any sum then due or thereafter may become due to the Bidder / Supplier / Contractor under the contract or any other contract with the Purchaser.

#### **18. INDEMNIFICATION**

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

#### **19. TRANSFER OF SUPPLIERS / CONTRACTOR'S RIGHTS**

The Bidder / Supplier / Contractor shall not either wholly or partly sell, transfer, assign or otherwise dispose of the rights, liabilities and obligations under the contract between him and the Purchaser without prior consent of the Purchaser in writing.

#### **20. SUBCONTRACT AND RIGHT OF PURCHASER**

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

#### **21. PATENT RIGHTS**

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

#### **22. AGENTS/AGENCY COMMISSION**

The seller confirms and declares to the buyer that the seller is the original manufacturer or authorized distributor/stockiest of original manufacturer of the goods referred to in this contract and has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommended to the Buyer or any of its functionaries, whether officially or

unofficially, to the award of the Contract / Purchase order to the Seller; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The Seller agrees that if it is established at any time to the satisfaction of the Buyer that the present declaration is in any way incorrect or if at a later stage it is discovered by the Buyer that the Seller has engaged any such individual/firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this Contract / Purchase order, the Seller will be liable to refund that amount to the Buyer. The seller will also be debarred from participation in any RFQ/Tender for new projects/program with Buyer for a minimum period of five years. The buyer will also have a right to consider cancellation of the Contract either wholly or in part, without any entitlement or compensation to the Seller who shall in such event be liable to refund all payments made by the buyer in terms of the Contract along with interest at the rate of 2% per annum or 6% whichever is higher above LIBOR (London Inter Bank Offer Rate) (for foreign vendors) and base rate of SBI plus 2% (for Indian Vendors). The Buyer will also have the right to recover any such amount from any contracts concluded earlier with Buyer.

### **23. USE OF UNDUE INFLUENCE / CORRUPT PRACTICES**

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

### **24. IMMUNITY OF GOVERNMENT OF INDIA CLAUSE**

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

### **25. EXPORT LICENCE**

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**

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**

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**

### **(a) Dispute resolution mechanism (DRM)**

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

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

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

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

### **(b) Arbitration**

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

## **29. JURISDICTION OF COURTS**

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

## **30. ~~CONTRACT LABOUR (REGULATION AND ABOLITION) ACT 1970~~**

~~Contractor / Bidder shall obtain licence under Section 12 and 13 of the Contract Labour (Regulation and Abolition) Act, 1970 and rules made there under and the same should be kept valid at least until the expiry of contract with Purchaser. The registration and Licence under the Contract Labour (Regulation and Abolition) Act 1970 shall be renewed in time every year and if work continues for more than a year, a copy of the Licence is produced as and when demanded by the concerned authorities of Purchaser. The Contractor / Bidder shall carryout his obligations and duties under the Contract Labour (Regulation and Abolition) Act, 1970 and the rules framed there under. In the event any employee/s of Contractor / Bidder is advised by the concerned Department to deploy their employees for job during weekly off, Sundays and holidays, the Contractor / Bidder must inform through Concerned Department the name/s of the employee/s in the prescribed format to CISF / Security and to the concerned Divisional Personnel by mentioning specifically 'Compensatory Off', before 3 days from the date actual payment.~~

## **31. ~~MINIMUM WAGES ACT~~**

~~The Contractor / Bidder shall pay to his employees not less than the minimum wages and allowances applicable to the Engineering Industry as notified from time to time by the Central Government or the State Government whichever is higher under the Minimum Wages Act. Contractor / Bidder shall be responsible for timely payment of wages of all his employees engaged~~

in the Purchaser's Yard, not less than the prescribed minimum wages in each case and without any deductions of any kind, except as specified by Government or permissible under the Payment of Wages Act. The Contractor / Bidder must settle all the pending dues of the employees i.e. arrears of wages, proportionate leave wages, proportionate bonus payment, etc. Before winding up the site, the Contractor / Bidder shall pay all terminal dues to his employees such as Notice pay, Gratuity, Retrenchment compensation, etc.

### ~~32. BONUS ACT~~

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

### ~~33. FACTORIES ACT~~

The Contractor / Bidder shall observe all applicable Rules and Regulations stipulated under Factories Act applicable to contract labour. The Contractor / Bidder shall maintain a separate register prescribed under the Act and pay Privilege Leave wages to all eligible employees. On completion of execution of the contract and before winding up, the Contractor / Bidder shall pay proportionate Privilege Leave wages to all eligible employees.

### ~~34. EMPLOYEES' PROVIDENT FUNDS AND MISCELLANEOUS PROVISIONS ACT, 1952~~

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

(a) under the Employees' Provident Funds and Miscellaneous Act, 1952,

(b) under the Family Pension Scheme, and

(c) under the Employees' Deposit Linked Insurance Scheme and pay the contributions both in respect of his employees and his own. He shall submit all the necessary returns and other particulars periodically as prescribed under the said Act. Contractor / Bidder shall cover from the first day working all his contract labour on MDL jobs by filling requisite returns to concerned Statutory authorities and obtaining Code Numbers / Account Numbers. Contractor / Bidder shall remit employees' and employers' contributions directly to the concerned authorities along with Inspection and Administrative Charges as per relevant provisions of the concerned Acts and Schemes made there under

within 15 days from the close of every month. The Contractor / Bidder must submit copies of P. F. dues payment challans, copy of Form No. 12 (A), copy of form No. 6 (A) (Annually) and copies of Muster Roll of their workmen every month to Corporate Personnel Department before renewal of passes for entry into the yard. The Contractor / Bidder must also attend to P. F. Inspections by concerned authorities and submit copy of the Inspection Report. The Contractor / Bidder through his own P. F. code number shall fill in P. F. / Pension settlement forms of all the employees engaged in Purchaser's Yard, well in advance of last working day and forwards the said settlement forms to the respective P. F. Commissioner's office for settlement. Contractors who are yet to obtain PF code shall apply for Code no s to PF Commissioners Office and furnish copies of the same to Corporate Personnel Department. Purchaser shall recover PF dues from the contractors running bills till such time the PF Code no is obtained. The Contractor / Bidder may contact Corporate Personnel Department for the purpose to seek any / all clarification / necessary advice for completion of procedural work such as filling labour challans, E. S. I., P. F. — declaration forms, covering their labour under Group Insurance Policy, etc. An Administrative charge @ Rs. 10/- per employee per month for such consultancy will be recovered from all the contractors from the bills of the respective contracts

### ~~35. EMPLOYEES' STATE INSURANCE ACT~~

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

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

### ~~36. SAFETY~~

~~The Contractor / Bidder must observe all safety precautions in connection with the work to be performed by him, his agents or labourers. In the event of any accident happening in our yard resulting in loss of lives or otherwise damaging any part of the property, the contractor shall be required to make good the loss to the Company and shall be responsible for all consequences that follow from the loss and / or injuries to the persons involved in such accidents. The standard of safety to be observed in the Company shall be decided by the Executive in Charge Safety, or any Executive appointed for the purpose before the commencement of work in the yard. It will be essential for contractor to ascertain the standard precautions which contractor is required to observe in discharging his work as per the standards prevalent in MDL. The decision of MDL in matters concerning Safety shall be final and binding on the contractor. The Contractor / Bidder shall be required to provide his workmen with Boiler Suits of any suitable colour other than blue or white, with the Name of the Contractor in prominent letters on the boiler suits along with personal protection gears like safety shoes, hand gloves etc. workmen of the Contractor / Bidder must wear throughout their working while in the premises of MDL. Contractor's workmen working without safety gears are to be disallowed for work.~~

### ~~37. POLICE VERIFICATION OF EMPLOYEES~~

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

### **38. FORCE MAJEURE**

If at any time during the execution of the goods / service order, the performance in whole or in part by either Purchaser or and by the Bidder(s) / Supplier(s) / Contractor(s) is / are delayed by any reason of force majeure situations such as acts of civil war, civil commotion, sabotage, hostilities, war, fires, explosions, epidemics, natural calamities like floods, earthquakes, volcanoes, storms, acts of God and laws of respective governments or any other causes beyond the control of either parties, hereinafter referred to as "events", provided notice of the occurrence of such event/s is / are communicated by either party, to the other party within 21 days from the date of occurrence thereof, neither party shall by reason such events be entitled to terminate the contract nor shall either party have any claim for damages against the other in respect of such non-performance and or delay in performance of the contract / order. Executions on either side shall be resumed as soon as practicable after such event has come to an end or ceased to exist and the decision of Purchaser as to whether activities can resume or not, shall be conclusive and final. Occurrence of the events to be certified by Chamber of Commerce / Indian High Commission or Embassies / Government in that Country. The performance in whole or in part under the captioned tender / contract is prevented or delayed by reason of any such event for a period exceeding sixty days either party may at its option terminate the contract / further processing of the tender. The relative obligations of both the parties remain suspended during the actual period of force majeure. The Purchaser may extend the delivery schedule as mutually agreed, on receipt of written communication from the Bidder / Supplier / Contractor regarding occurrence of 'Force Majeure' conditions, but not exceeding six months from the scheduled delivery date. If the 'Force Majeure' conditions extend beyond this period, the

Purchaser shall have the right to cancel the order without any financial implication to the Purchaser or on terms mutually agreed to.

-----

**ACCEPTANCE FORM FOR GENERAL CONDITIONS OF CONTRACT (GCC)**

GCC CLAUSE No.	BIDDER'S REMARK	GCC CLAUSE No.	BIDDER'S REMARK	GCC CLAUSE No.	BIDDER'S REMARK
	ACC/DEV		ACC./ DEV		ACC/ DEV
1	ACC/DEV	2	ACC/DEV	3	ACC/DEV
4	ACC/DEV	5	ACC/DEV	6	ACC/DEV
7	ACC/DEV	8	ACC/DEV	9	ACC/DEV
10	ACC/DEV	11	ACC/DEV	12	ACC/DEV
13	ACC/DEV	14	ACC/DEV	15	ACC/DEV
16	ACC/DEV	17	ACC/DEV	18	ACC/DEV
19	ACC/DEV	20	ACC/DEV	21	ACC/DEV
22	ACC/DEV	23	ACC/DEV	24	ACC/DEV
25	ACC/DEV	26	ACC/DEV	27	ACC/DEV
28	ACC/DEV	29	ACC/DEV	30	NA
31	NA	32	NA	33	NA
34	NA	35	NA	36	NA
37	NA	38	ACC/DEV		

COMPANY'S NAME &amp; ADDRESS:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

**NOTES:**

- Bidders should carefully read the General Terms & Conditions (GCC) of the Tender Enquiry prior to filling up this acceptance format.
- This format should be properly filled, signed and returned by the bidder(s) along with their technical offer for considering their Bid.
- 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.
- Clause numbers shown in the above format also includes the sub-clauses under these clauses. For example, Clause no. '8' means – Clause nos.-8.1, 8.2, 8.3.**

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

**Restriction under rule 144( xi) of GFR**

- I. Any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority. Further, any bidder (including bidder from India) having specified Transfer of Technology (TOT) arrangement with an entity from a country which shares a land border with India, shall also require to be registered with the same competent authority.
- II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- III. "Bidder (or entity) from a country which shares a land border with India" for the purpose of this Order means: -
- (a) An entity incorporated, established or registered in such a country; or
  - (b) A subsidiary of an entity incorporated, established or registered in such a country; or
  - (c) An entity substantially controlled through entities incorporated, established or registered in such a country; or
  - (d) An entity whose beneficial owner is situated in such a country; or
  - (e) An Indian (or other) agent of such an entity; or
  - (f) A natural person who is a citizen of such a country; or
  - (g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.
- IV. The beneficial owner for the purpose of (iii) above will be as under:
- 1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation—

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

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

**Model Certificate:**

**DECLARATION BY AUTHORISED SIGNATORY OF THE FIRM**

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

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

**AUTHORISED SIGNATURE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**Seal / Stamp of Bidder**

**Model additional certificate by Bidders in the cases of specified TOT:**

**DECLARATION BY AUTHORISED SIGNATORY OF THE FIRM**

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

OR

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

**AUTHORISED SIGNATURE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**Seal / Stamp of Bidder**

**DECLARATION CERTIFICATE FOR LOCAL CONTENT**  
**(Tender value Less than Rs 10 Crores)**

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

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

**IN RESPECT OF BID / TENDER No. ....**  
**ISSUED BY: (Name of Firm):.....**

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

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

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

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

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

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

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

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

- 1) PPP MSE Order 2012  (applicable for MSE manufacturers)
- 2) PPP MII 2017  (applicable for Class I suppliers as well as MSE manufacturers)

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

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

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

Attach separate sheet duly signed if space is not sufficient

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

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

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

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

Seal / Stamp of Bidder

**EXTRACT OF PROVISIONS OF THE OFFICIAL SECRETS ACT, 1923****SECTION 2(B); "PROHIBITED PLACE"**

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

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

**SECTION 3: "PENALTIES FOR SPYING"**

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

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

**SECTION 4: "COMMUNICATION WITH FOREIGN AGENTS"**

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

**SECTION 5: "WRONGFUL COMMUNICATION OF INFORMATION"**

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

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

Shall be guilty of an offence under this Act.

**SECTION 6: "UNAUTHORISED USE OF UNIFORMS"**

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

**SECTION 7: "INTERFERING WITH OFFICERS OF POLICE"**

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

**SECTION 8: "DUTY OF GIVING INFORMATION"**

It shall be duty of every person to give on demand to a superintendent of Police or any other Police Officer not below the rank of Inspector, any information in his power relating to an offence under this Act. If any person fails to give such information, shall be punishable with imprisonment to 3 years or fine or with both.

**SECTION 9: "INCITEMENT"**

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

**SECTION 10: "PENALTY FOR HARBOURING SPIES"**

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

**SECTION 11: "SEARCH WARRANTS"**

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

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

Bidder's Signature.....

Bidder's Name.....

Company Seal.....

-----

**PROFORMA BANK GUARANTEE FOR PERFORMANCE SECURITY**

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

IN CONSIDERATION OF MAZAGON DOCK SHIPBUILDERS LIMITED, a company incorporated under the Companies Act 1956 and having its registered office at Dockyard Road, Mumbai 400010 (hereinafter referred to as the "the Purchaser" which expression shall, unless it be repugnant or contrary to the subject or context thereof, be deemed to mean and include its successors and assigns) having placed an order on Messers ..... a partnership firm/sole proprietor business/a company registered under the Companies Act, 1956 having its office at ..... (hereinafter called "the Contractor/ Supplier" which expression shall, unless it be repugnant or contrary to the subject or context thereof, be deemed to mean and include its successors and assigns) vide order No..... dated..... (hereinafter called "the order" which expression shall include any amendments/alterations to "the order" issued by "the Purchaser") for the supply, delivery at site, installation and commissioning of certain equipment, item/services/civil works etc. as stated in the said Order and the Purchaser having agreed with the Contractor/Supplier to accept a Bank Guarantee in lieu of Performance Security payable under the said order for the fulfillment and performance of the said order, We, ..... Bank having office at ..... (hereinafter referred to as "the Bank" which expression shall 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 non performance and non fulfillment or for any breach on the part of the Contractor / Supplier of any of the terms and conditions of the said order.

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

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

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

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

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

7. Notwithstanding anything contained herein above:

i) Our liability under this guarantee shall not exceed Rs.....

ii) This Bank Guarantee shall be valid upto and including .....; and

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

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

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

.....

For ..... Bank

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

**FORM OF WARRANTY CERTIFICATE**

In accordance with the Order N°..... Dated ..... placed by MAZAGON DOCK SHIPBUILDERS LIMITED on \_\_\_\_\_ (Name of firm)

\_\_\_\_\_ (Name of firm) certify that the following Items identified by the following 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 warranted 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

<b>Order reference Number</b>	
<b>Description of Material</b>	
<b>Corresponding to Invoice No &amp; Date</b>	

-----

### Purchase Preference to Make in India 2017

The Government of India has issued revised Public Procurement (Preference to Make in India) order 2017 on 16th Sep 2020 as part of its policy to encourage "Make in India" and promote manufacturing and production of goods and services in India with a view to enhancing income and employment. Subject to the provisions of this order and to any specific instructions issued by Nodal Ministry or in pursuance of this order, Purchase Preference shall be given to local suppliers in all the procurements undertaken by MDL in the manner specified below:

#### 7.4.20.2 Aspects of 'Preference to Make in India'

(i) The tenders where 'Preference to Make in India' clause is applicable shall clearly mention tender conditions towards minimum local content, the margin of purchase preference and the procedure for 'Preference to Make in India' which shall not be varied during a particular procurement transaction.

(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.

(b) "Class I Local Supplier" means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for 'Class I local supplier' under this Order.

(c) "Class II Local Supplier" means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for 'Class II local supplier' but less than that prescribed for 'Class I local supplier' under this Order.

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

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

(f) "Margin of Purchase Preference" means the maximum extent to which the price quoted by a "Class I Local Supplier" may be above the L1 for the purpose of purchase preference. The margin of purchase preference shall be 20% which is to be indicated in tender.

Note:

- Procedure for determination of L1 price for the purpose of deciding eligibility for Purchase Preference shall be stipulated in the tender.

- Price/s of all Class I local supplier/s in a tender is more than 20% of L1's price no purchase preference shall be applicable.

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

Note:

- Indicative product categories and associated Nodal Ministry / Department is placed at Annexure A. (h)

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

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

(i) "Works" means all works as per Rule 130 of GFR 2017 and will also include "turnkey works", Engineering, Procurement and Construction (EPC) contracts.

(j) "Services" includes System Integrator (SI) contracts among other services.

(iii) Eligibility of Suppliers to bid in a tender

(a) In procurement of all goods, services or works in respect of which the Nodal Ministry / Department has communicated that there is sufficient local capacity and local competition, only 'Class I local supplier', as defined under the Order, shall be eligible to bid irrespective of purchase value.

(b) Both 'Class I local supplier' and 'Class II local supplier' shall be eligible to bid in procurements not covered by para 7.4.20.2(iii) (a) above and undertaken by procuring entities, except when Global tender enquiry has been issued. In global tender enquiries (GTE), 'Non local suppliers' shall also be eligible to bid along with 'Class I local suppliers' and 'Class II local suppliers'. In procurement of all goods, services or works, not covered by para 7.4.20.2(iii) (a) above, and with estimated value of purchases less than INR 200 Crore, in accordance with Rule 161(iv) of GFR, 2017, Global tender enquiry (GTE) shall not be issued except with the approval of competent authority as designated by Department of Expenditure. For the cases pertaining to MoD, Defence Secretary will be the competent authority to approve issue of GTE upto INR 200 Crore based on adequate justification as per MoF DoE PP Division ID Note No F.20/36/2020-PPD dtd 28.10.2020. MDL cases for GTE shall be put up as per mechanism evolved by Defence Secretary.

### 7.4.20.3 Purchase preference

(a) Purchase preference shall be given to only "Class I Local Supplier" (Class II Local Supplier are not eligible for purchase preference) in procurements undertaken in the manner specified in the succeeding sub paras:

(b) The Class I local suppliers, under PPP MII Order, participating in any government tender, may or may not be MSEs, as defined under the MSME Act. Similarly, MSEs participating in any government tender, may or may not be Class I local suppliers. Suppliers may be categorised in following four broad categories for consideration or applicability of purchase preference:

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

(c) In the procurement covered by para 7.4.20.2(iii) (a) above (Para 3(a) of PPP MII Order, 2017) for which Nodal Ministry has notified sufficient local capacity and competition, only Class I local suppliers are eligible to bid irrespective of purchase value. Hence, Class II local suppliers or Non local suppliers, including MSEs which are Class II local suppliers/ Non local suppliers, are not eligible to bid. Purchase preference shall be accorded as under:

(i) L 1 is "MSE Class I local supplier": 100% of the tendered quantity shall be awarded to L 1.

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

(iii) L 1 is "Non-MSE but Class I local supplier" (Non-Divisible in nature): Purchase preference shall be given to lowest quoting MSE Class I local supplier as per PPPMSE Order. If lowest quoting MSE Class I local supplier does not accept the L 1 rates, the next higher eligible MSE Class I local supplier is to be given purchase preference and so on. 100% of the tendered quantity shall be awarded to MSE Class I local supplier accepting L 1 rates. If MSE Class I local suppliers do not accept L 1 rates, then contract shall be awarded to L 1

(d) In the procurement of goods and services reserved exclusively for procurement from MSEs as per PPP MSE Order, non-MSEs are not eligible to bid for these items and Purchase preference shall be accorded as under:

(i) L 1 is "MSE Class I local supplier": 100% of the tendered quantity shall be awarded to L 1

(ii) L 1 is "MSE non-Class I local supplier" (Divisible in nature): Purchase preference shall be given to MSE Class I local supplier as per PPP MII Order. Balance quantity be awarded to L 1 bidder.

(iii) L 1 is "MSE non-Class I local supplier" (Non-Divisible in nature): First opportunity shall be given to lowest quoting "MSE Class I local supplier" for matching L 1 bidder as per PPP MII Order for 100% of the tendered quantity and if lowest quoting "MSE Class I local supplier" does not accept the L 1 rates, the next higher eligible "MSE Class I local supplier" is to be given purchase preference and so on. If all "MSE Class I local suppliers" decline to accept the L 1 rates, then contract shall be awarded to L 1 for 100% of the tendered quantity.

(e) In the procurement of goods or service which are covered by para 7.4.20.2(iii)(b) above which are divisible in nature (Para 3A(b) of PPP MII Order), both MSEs as well as Class I local suppliers are eligible for purchase preference and the Purchase preference shall be accorded as under:

(i) L 1 is "MSE Class I local supplier": 100% of the tendered quantity shall be awarded to L 1.

(ii) L 1 is "Non-MSE but Class I local supplier": Purchase preference shall be given to MSEs, if eligible, as per PPP MSE Order. Balance quantity be awarded to L 1 bidder.

(iii) L 1 is "MSE but non-Class I local supplier": Purchase preference shall be given to Class I local suppliers, if eligible, as per PPP MII Order. Balance quantity be awarded to L 1 bidder.

(iv) L 1 is "Non-MSE non-Class I local supplier": Firstly, Purchase preference shall be given to MSEs as per PPPMSE Order. Thereafter, purchase preference is to be given to Class I local suppliers for "50% of the tendered quantity minus quantity allotted to MSEs above" as per PPP MII Order. For the balance quantity, contract be awarded to L 1 bidder. (Kindly refer to the illustrative example in the MoF, DoE OM at Enclosure II).

(f) In the procurement of goods, services which are covered by para 7.4.20.2(iii)(b) above and which are not divisible in nature, and in procurement of services where the bid is evaluated on price alone (Items covered under Para 3A(c) of PPP MII Order, 2017) and both MSEs as well as Class I local suppliers are eligible for purchase preference Purchase preference shall be accorded as under:

(i) L 1 is "MSE Class I local supplier": Contract shall be awarded to L 1.

(ii) L 1 is not "MSE Class I local supplier" but the "MSE Class I local supplier" falls within 15% margin of purchase preference. Purchase preference shall be given to lowest quoting "MSE Class I local supplier". If lowest quoting "MSE Class I local supplier" does not accept the L 1 rates, the next higher "MSE Class I local supplier" falling within 15% margin of purchase preference is to be given purchase preference and so on. If all "MSE Class I local supplier" do not accept L 1 rates, then Para 7.4.20.3(f)(iii) shall be followed.

(iii) If conditions mentioned in sub paras 7.4.20.3(f)(i) and 7.4.20.3(f)(ii) above are not met i.e. L1 is not "MSE Class I local supplier" and "MSE Class I local supplier" is not eligible to take benefit of purchase preference as

per PPP-MSE-Order or all "MSE Class-I local supplier" do not accept L-1 rates, the contract is to be awarded / purchase preference to be given in different possible scenarios as under:

- (a) L-1 is "MSE but non-Class-I local supplier" or "Non-MSE but Class-I local supplier": Contract be awarded to L-1.
- (b) L-1 is "Non-MSE non-Class-I local supplier": Firstly, purchase preference shall be given to eligible MSE as per PPP-MSE-Order. If MSEs not eligible or does not accept then purchase preference to be given to eligible Class-I Local supplier as per PPPMII-Order. If Class-I Local supplier is also not eligible or does not accept then contract be awarded to L-1.
- (g) Items reserved for both MSEs and Class-I local suppliers: These items are reserved exclusively for purchase from MSEs as well as Class-I local suppliers. Hence, only "MSE Class-I local supplier" are eligible to bid for these items. Non-MSEs / Class-II local suppliers / Non-local suppliers cannot bid for these items. Hence the question of purchase preference does not arise.
- (h) Non-local suppliers, including MSEs falling in the category of Non-local suppliers, shall be eligible to bid only against Global Tender Enquiry.

#### **7.4.20.4 Minimum Local Content**

- (a) The 'local content' requirement to categorize a supplier as 'Class-I local supplier' is minimum 50%. For 'Class-II local supplier', the 'local content' requirement is minimum 20%. However, Nodal Ministry / Department may prescribe only a higher percentage of minimum local content requirement to categorize a supplier as 'Class-I local supplier' / 'Class-II local supplier'. For the items, for which Nodal Ministry / Department has not prescribed higher minimum local content notification under the Order, it shall be 50% and 20% for 'Class-I local supplier' and 'Class-II local supplier' respectively.
- (b) The Nodal Ministry may keep in view the domestic manufacturing / supply base and assess the available capacity and the extent of local competition while identifying items and prescribing the higher minimum local content or the manner of its calculation, with a view to avoiding cost increase from the operation of this Order.
- (c) The Nodal Ministry may annually review the local content requirements with a view to increasing it, subject to availability of sufficient local competition with adequate quality.
- (d) For Global tenders, since 'Non-local suppliers' shall also be eligible, the minimum local content may not be indicated unless and otherwise it needs to be stipulated as per other GoI guidelines or Customer contract requirements.

#### **7.4.20.6 Reciprocity Clause**

- (a) When a Nodal Ministry / Department identifies that Indian suppliers of an item are not allowed to participate and / or compete in procurement by any foreign government, due to restrictive tender conditions which have direct or indirect effect of barring Indian companies such as registration in the procuring country, execution of projects of specific value in the procuring country etc., it shall provide such details to all its procuring entities including CMDs/CEOs of PSEs/PSUs, State Governments and other procurement agencies under their administrative control and GeM for appropriate reciprocal action.
  - (b) Entities of countries which have been identified by the nodal Ministry / Department as not allowing Indian companies to participate in their Government procurement for any item related to that nodal Ministry shall not be allowed to participate in Government procurement in India for all items related to that nodal Ministry / Department, except for the list of items published by the Ministry / Department permitting their participation.
  - (c) The stipulation in (b) above shall be part of all tenders invited by MDL. All purchases on GeM shall also necessarily have the above provisions for items identified by nodal Ministry / Department.
  - (d) The term 'entity' of a country shall have the same meaning as under the FDI Policy of DPIIT as amended from time to time.
- 7.4.20.7 Specifying foreign certifications / unreasonable technical specifications / brands / models in the bid document is restrictive and discriminatory practice against local suppliers. If foreign certification is required to be stipulated because of non-availability of Indian Standards and / or for any other reason, the same shall be done only after written approval of Secretary of the Department concerned or any other Authority having been designated such power by the Secretary of the Department concerned (Department concerned for MDL is MoD, DDP).

#### **7.4.20.8 Declaration / Verification of Local content**

- (a) Tenders shall solicit participating bidders to indicate the percentage of local content (i.e. value added in India) along with the details of location/s where the local value addition is made, in their bids, item-wise or tender-wise. The indicated local content percentage shall decide categorization of the vendors as "Class-I Local Supplier" / "Class-II Local Supplier" / "Non-local Supplier". All bidders should declare that the item and service offered meets the minimum local content and indicate its percentage in their offer which shall meet or exceed 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 technical offer Part-I bid.
- (b) Self-certification by Chief Financial Officer or Other legally responsible person nominated in writing by the Chief Executive or Senior Member / Person with Management Responsibility of Corporation / Partnership / Individual. However, in cases of procurement for value in excess of Rs. 10 Crores, the bidders shall provide a certificate from

statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of supplier other than companies) giving the percentage of local content. (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 shall be initiated as per para 7.4.20.12 of the said Order for debarment.

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

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

(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 note of 7.4.20.2(iii)(b) or as amended by MoD / DPIIT / DoE.

(g) On opening of the price bids, if it is identified that there is difference in local content declaration made and local content percentage as per price quoted is now not meeting (i.e. lesser than) the specified tender requirement (i.e. only on the quoted price without any loading) then such bidder shall be disqualified and shall not be considered for ranking purpose. The bid would be treated / considered as given false declaration and necessary action for debarment shall be initiated.

#### **7.4.20.9 PPP MSE Order 2012**

Purchase Preference under PPP MSE Order 2012 shall prevail over Purchase preference under PPP MII Order 2017 and Purchase preference shall be accorded as per para 7.4.20.3.

#### **7.4.20.10 Communication with Nodal Ministry**

(a) All the communication as and when received in this regard shall be uploaded at MDL intranet portal MDL website under specific icon "Procurement preference to Make in India" by MDL Nodal Executive for Public Procurement (Preference to Make in India) Order 2017, which will be accessible to all executives at MDL as well as suppliers.

(b) As specified in the Order, All administrative Ministries / Departments whose procurement exceeds INR 1000 Crore per annum are required to notify / update their procurement projections every year, including those of the PSEs/PSUs, for the next 5 years on their respective website. Information in this regard be provided to MDL Nodal Executive for Public Procurement (Preference to Make in India) Order 2017 by 15<sup>th</sup> Feb of every year.

#### **7.4.20.12 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 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.

**FORM OF CERTIFICATE OF CONFORMITY**

In accordance with the Order N°..... Dated ..... placed by MAZAGON DOCK SHIPBUILDERS 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.....are 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

**REQUIREMENT MATRIX**

**(to ascertain applicability & bidder’s acceptance of following needs)**

Item Sr.	Description	Qty	Unit	Technical Data Sheet	Special storage & handling provision	Preservation needs	Hazardous	Shelf Life
0010				Yes/No	Yes/No	Yes/No	Yes/No	Yes/No
0020				Yes/No	Yes/No	Yes/No	Yes/No	Yes/No
0030				Yes/No	Yes/No	Yes/No	Yes/No	Yes/No
So on				Yes/No	Yes/No	Yes/No	Yes/No	Yes/No
...								

**Note: Bidder to indicate applicability by indicating “Yes” or “No” as relevant for each line item and submit this enclosure duly filled & signed along with offer.**

**COMPANY’S NAME & ADDRESS:**

-----  
 -----  
 -----

**SIGNATURE :**  
**DATE :**  
**NAME :**  
**DESIGNATION :**  
**BIDDER’S COMPANY SEAL:**

-----

**Enclosure - 16**

Bidders are requested to check and fill up the followings before they submit their bids: -

<b>Document Confirmatory Matrix (CHECK LIST)</b>				
<b>Sr No</b>	<b>Description</b>	<b>Tender Requirement</b>	<b>Supplier</b>	
			<b>Scratch where ever necessary &amp; fill up the blank space</b>	<b>Remark</b>
1	<b>Offer Ref. No.</b>	Supplier has to mention their offer no.	Mentioned /Not mentioned	
2	<b>Technical Acceptance</b>	Supplier has to mention about total technical acceptance of Tender	Accepted / not accepted	
3	<b>Document as per TEF</b>	Whether supplier submitted copies in Triplicate as per Tender Enquiry duly signed & attested along with company seal	submitted /not submitted	
4	<b>Blank Price bid format ((Encl-3)</b>	Whether supplier/contractor submitted Blank Price-Bid Format (stating only quoted/not quoted) in Part 1st. (i.e., RATE SHEET)	submitted /not submitted	
5	<b>Offer Validity as per Tender</b>	Supplier accepted validity of the offers as per tender	Yes / No	
6	<b>Delivery Period / Contract validity</b>	Delivery/Services period as per tender (as per scope mentioned in tender)	Yes/ No	
7	<b>Payment Terms</b>	Supplier accepted or not accepted payment terms as per Tender. If any deviation is there, same has to be mentioned in remark.	Accepted /Not accepted Accepted but deviation sought	
8	<b>TEF Acceptance (Encl-1)</b>	Whether Supplier accepted/ not accepted /accepted but deviation seeks for TEF Clause no.----.	Accepted / Not accepted /Accepted but deviation sought for TEF Clause no.-	
9	<b>STAC Acceptance</b>	Whether Supplier accepted/ not accepted STAC.	Accepted/Not Accepted	
10	<b>GCC Acceptance ((Encl-5)</b>	Whether Supplier accepted/ not accepted GT & C	Accepted/Not Accepted	
11	<b>Deviation (Encl. no. 19)</b>	Whether supplier submitted/Not submitted Deviation form. If any deviation seeks, same has to be mention in Remark.	Submitted /Not submitted/Nil deviation	
12	<b>Taxes/Duties /Levies</b>	Supplier has to confirm, applicable taxes/duties/levies are indicated in Tech Bid	Confirmed / not confirmed	
13	<b>Vendor declaration (Encl-18)</b>	Whether Supplier accepted / not accepted	Accepted/Not Accepted	
14	<b>Performance Security 5% of PO value (i.e. e-PBG)</b>	Whether Supplier accepted / not accepted	Accepted/Not Accepted	
15	<b>Compliance certificate wrt Land Border clause (Encl-06)</b>	Whether Supplier submitted / not submitted	submitted/ not submitted	
16	<b>Local content declaration (Encl-7)</b>	Whether Supplier submitted / not submitted	submitted/ not submitted	

17	<b>Extract of provisions of the official secrets act, 1923 (Encl-8)</b>	Whether Supplier submitted / not submitted	submitted/ not submitted	
18	<del><b>Purchase preference under MII clause</b></del>	<del>Whether Supplier submitted / not submitted</del>	<del>submitted/ not submitted</del>	
19	<del><b>NDA for drawings</b></del>	<del>Whether Supplier submitted / not submitted</del>	<del>submitted/ not submitted</del>	
20	<b>Requirement matrix (Encl-15)</b>	Whether Supplier submitted / not submitted	submitted/ not submitted	
21	<b>Conflict of Interest among Bidders/ Agents (Encl-17)</b>	Whether Supplier submitted / not submitted	submitted/ not submitted	
22	<b>Certificate of Conformity (CoC) format (Encl-13)</b>	Required only at the time of delivery	Accepted/Not Accepted	
23	<b>warranty certificate (Encl-11)</b>	Required only at the time of delivery	Accepted/Not Accepted	

**Enclosure -17**

**Conflict of Interest among Bidders/ Agents**

**DECLARATION BY AUTHORISED SIGNATORY OF THE FIRM FOR CONFLICT OF INTEREST AMONG BIDDERS/ AGENTS**

"I..... have read the clause regarding Conflict of interest among bidders/ agents. I hereby certify that this bidder fulfils all requirements in this regard & do not have any conflict of interest with other parties"

**AUTHORISED SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**Seal / Stamp of Bidder**

**VENDOR DECLARATION**

We have very well understood the scope of work given in the tender and confirm herewith that our quoted price / rates are in line with the above scope of work.

M/s  
SIGNATURE  
NAME  
DESIGNATION  
SEAL OF THE COMPANY  
DATE

**Enclosure-19**

**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 Which Deviation is Sought for the	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 SEAL: