



Mazagon Dock Shipbuilders Limited
Formally Mazagon Dock Limited (A Government of India Undertaking)
Dockyard Road, Mazagon, Mumbai- 400 010.

Division: Shipbuilding, **Department:** Material Purchase, **Tel. No.:** 2376 2149 **Fax No.:** 2373 8151

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E-TENDER ENQUIRY (TWO- BID SYSTEM)
FOR THE SUPPLY OF DA GAS ON BIANNUAL RATE CONTRACT BASIS FOR THE YEAR 2024-26

वस्तु वर्णन / ITEM DESCRIPTION	SUPPLY OF DA GAS ON BIANNUAL RATE CONTRACT BASIS FOR THE YEAR 2024-26
निविदा संख्या / TENDER NO.	GM (M)/SSP/BRC/DA GAS/2024-26
निविदा तारीख / TENDER DATE	18.11.2024
निविदा बंद होने की तारीख और समय/ TENDER CLOSING DATE & TIME	10.12.2024 AT 14:00 HRS
निविदा खोलने की तारीख और समय/ TENDER OPENING DATE & TIME	10.12.2024 AT 15:00 HRS

Dear Sir/Madam,

1. MAZAGON DOCK SHIPBUILDERS LIMITED invites competitive bids on e-procurement portal (<https://eprocuremdl.nic.in>) from reputed Bidders / Vendors in TWO BID SYSTEM (Part-I Techno Commercial Bid and Part-II Price Bid) for the supply of DA gas on biannual rate contract basis for the year 2024-26.

The Tender Enquiry can be downloaded from our website: <https://eprocuremdl.nic.in> /: <https://mazagondock.in> (path: Tenders>>Shipbuilding>>Material Purchase>> SB-MP Notification >>) and from CPP Portal under **e-tender id -2024_MDL_96084_1**.

Note: This tender is to be filled through E-tendering mode only on our e-procurement portal. Online Bid on our E-Procurement portal only will be accepted. Bids submitted in any other form other than online submission will not be accepted.

2. **Instructions to the Bidders** for uploading the Techno-Commercial Bid and the Price Bid through E-Procurement Portal as per **ENCLOSURE-7**.

Bidder in their own interest is requested to upload their bids well in advance from tender closing date to avoid the last minute difficulties in uploading the bids. Problems in hardware / software, internet connectivity, system configuration, Browser setting etc, whatsoever reason shall not be considered for extension of tender closing date and time.

Special instructions to bidders: IT IS MANDATORY TO SUBMIT ALONG WITH TECHNO-COMMERCIAL BID.

3. Description of items and quantities:

Sr. No	Gases	Quantity of Gases required for BRC (M ³)	Specification
1	DA (Dissolved Acetylene) gas	90,000 M ³	Enclosure-1 Annexure II

4. Delivery:

- The quantity indicated in the tender is tentative for supply of items for two years. The actual requirement will be intimated by MDL user department on as and when required basis through email / fax / phone, one day in advance.
- Time is the essence of the contract. Material shall be delivered within one day from the date of intimation through email / fax / phone. Bidders are requested to confirm the delivery schedule in their offer.
- CONSIGNEE: The Successful bidder/s shall supply the material on door delivery basis to MDL 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.
- SUPPLY ON MDL HOLIDAYS: Request for permission for delivery on Saturday / Sunday / holidays if required, should be submitted 3 working days prior to the date of holiday.

5. All bidders including MSE bidders should mandatorily submit the local content declaration certificate along with their technical offer of Part-I bid. Bidders shall be categorized as "Class-I Local Supplier" or "Class-II Local Supplier" or "Non-local Supplier" based on the local content declared by them in their declaration certificate. Bidders not submitting the declaration certificate or not indicating / declaring / specifying the local content percentage in the declaration certificate or Bidder submitting Incomplete declaration certificate or declaration not certified by appropriate authority as per tender or bidders submitting erroneous or ambiguous or blank declaration of local content shall be liable for rejection. Refer tender clause no. 8.3 for more details.

6. The Bidder shall submit declaration / certificate as per **ANNEXURE-A** towards compliance of Public Order on Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017. Refer tender clause no. 12 for more details.

7. Validity Period:

Bids / Offers shall have the validity period of **120 days** from the tender closing date. A bid valid for a shorter period will be liable for rejection. In case of shorter validity period quoted by any bidder, technically accepted bidder will be given opportunity to accept validity as per tender. In case of Non-acceptance of validity as per tender term thereafter, the firm's offer will be rejected by MDL as non-responsive.

8. **PROVISION FOR PURCHASE PREFERENCE IN THIS TENDER:** As per PPP-MII and PPP-MSE order.

8.1. MSE CLAUSE:

Techno-commercially qualified MSE Manufacturers for the tendered items shall be considered for the supply of 25% of tendered quantity, in case of emerged L1 bidder is other than MSE Manufacturer and MSE Manufacturer(s) quoted prices are in the bracket of L1 + 15% and agree to match with L1 prices. If more than one MSE Manufacturer fall under such criteria, then this 25% shall be distributed proportionally. Out of the 25% tendered quantity reserved for MSE Manufacturers, 4% shall be earmarked for procurement from MSE Manufacturer(s) owned by SC / STs entrepreneurs and 3% shall be earmarked for procurement from MSE Manufacturers owned by women entrepreneurs. Firm in process of obtaining MSE Manufacturer certificate / certification received after tender due date shall not be considered as MSE Manufacturer. This preference shall not be applicable where MSE Manufacturer is L1 firm.

Note:

- i. MSE manufacturer(s) registered for tendered items shall only be considered and MSE bidders doing trading activity shall not be considered this provision.
- ii. Firm in process of obtaining MSE certificate / certification received after tender due date shall not be considered as MSE parties.
- iii. This provision is only applicable where practically feasible to award the order quantity in relation to tender quantity.
- iv. This is applicable in conjunction with clause no 8.3.
- v. To avail MSE purchase preference, vendor has to submit valid Udyam certificate.

8.2 START UP: If the bidder is a Start-up, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to their meeting of quality and technical specifications. Bidders to submit valid Start-ups certificate as recognized by department of Industrial policy & promotion (DIPP)

8.3 MAKE IN INDIA CLAUSE.

PURCHASE PREFERENCE UNDER MAKE IN INDIA POLICY OF GOI:

As per revised Public Procurement order Ref No. P-45021/2/2017-PP (BE-II) Dtd.19.07.2024 issued by Govt of India to encourage "Make in India" policy, Purchase Preference shall be given to local suppliers in the following manner.

(a) The terminology / **definitions** are as below:

(i) "**Local content**" means the amount of value added in India which shall be the total value of item/s (goods, services or works or their combination) being procured (excluding net domestic indirect taxes) in this tender minus the value of imported content in the item (including all customs duties) as a proportion of the total value in percent.

(ii) "Class-I Local Supplier" means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50%.

(iii) "Class-II Local Supplier" means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 20% but less than 50%.

(iv) "Non - Local Supplier" means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than 20%.

(v) "L1" bid 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. MDL reserves right to negotiate with evaluated L1 bidders on the quoted prices as the need be.

(vi) "**Margin of Purchase Preference**" means the maximum extent to which the price quoted by "Class-I Local Supplier" may be above the evaluated L1 (non-negotiated price) for the purpose of considering them for purchase preference. The margin of purchase preference for the present tender is 20%.

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

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

(b) **Minimum local content:** The minimum local content in the scope as per offer is to be equal to or more than 20% as stated in the body of this tender for the present tender for a bidder to be considered for evaluation.

Note: The local content can be increased through partnerships, cooperation with local companies, establishing production units in India or Joint Ventures (JV) with Indian suppliers, increasing the participation of local employees in services and training them.

(c) **Eligibility: Only Class-I Local Suppliers & Class-II Local Suppliers are eligible to bid.**

(d) **Local Content Declaration by Local Supplier:**

(i) All bidders including MSE bidders should mandatorily submit the local content declaration certificate in mandatorily technical offer Part I bid. Bidders should declare that percentage of local content for each item and service offered by the bidders. This declaration is necessary even if Custom Duty Exemption and / or ERV (if applicable) are not being sought. Bidders shall declare the details of the location(s) at which the local value addition is made. 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 and necessary action will be initiated for debarment as per Rule 151(iii) of GFR 2017 along with such other actions as may be permissible under law.

Tender value less than Rs 10 Crores: Local content declaration shall be Self-certified 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. Local content percentage shall be declared item wise or tender wise strictly as per the terms of the tender.

Tender Value more in excess of Rs. 10 Crores: In cases of tender value is in excess of Rs. 10 Crores, the bidders shall provide Local content declaration certificate, from statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant jointly signed by the bidder (in respect of supplier other than companies) giving the percentage of local content.

(ii) Bidders shall be categorised as "Class-I Local Supplier" or "Class-II Local Supplier" or "Non - Local Supplier" based on the local content declared by them in their declaration certificate. 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.

(iii) On opening of the price bids, if it is identified that there is difference in local content declaration made in bid & 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 offer shall be disqualified on non-receipt of clarification by stipulated time or unsatisfactory clarification and offer shall not be considered for ranking purpose. The bidders would be treated / considered as given false declaration and necessary action for debarment shall be initiated.

(iv) "Non - Local Supplier" (local content less than 20%) shall be categorically rejected except in case of Global Tender.

(v) Bidders not submitting the declaration certificate or not indicating / declaring / specifying the local content percentage and location of value addition in the declaration certificate or declaration certificate not certified by appropriate authority as per tender or submitting blank declaration certificate of local content shall be liable for rejection.

Note:

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 9 of the said Order for debarment.

(e) Purchase Preference to Class-I Local Supplier and MSE Bidder: (Where Eligibility to bid is Both Class I & Class II Supplier and Divisible tender)

(i) Between the eligible MSE and Class I Local Bidders, Purchase Preference under PPP MSE Order 2012 shall prevail over Purchase preference under PPP MII Order 2017 in accordance with MoF DoE O.M. No. F.1/4/2021-PPD dated 18.05.2023 as elaborated herein.

(ii) MSE Bidders will be considered with L1+15% as per Public Procurement Policy for MSEs Order 2012 and Class I Local Supplier will be considered with L1+20% as per Public Procurement (Preference to Make in India) Order 2017.

(iii) Bidders will be categorised in following four broad categories for consideration for applicability of purchase preference:

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

(iv) Among all qualified bids, the lowest evaluated bid will be termed as L1.

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

(vi) If L-1 is "Non-MSE but Class-I local supplier": Purchase preference will be given to MSEs, if eligible, as per PPP-MSE Order 2012. Balance quantity will be awarded to L-1 bidder.

(vii) If L-1 is "MSE but non-Class-I local supplier": Purchase preference will be given to Class-I local suppliers, if eligible, as per PPP-MII Order 2017. Balance quantity will be awarded to L-1 bidder.

(viii) If L-1 is "Non-MSE non-Class-I local supplier": Firstly, Purchase preference will be given to MSEs as per PPP-MSE Order 2012. Thereafter, purchase preference will be given to Class-I local suppliers for "50% of the tendered quantity minus quantity allotted to MSEs above" as per PPP-MII Order 2017. For the balance quantity, contract will be awarded to L-1 bidder.

(f) **Custom duty issue:** Imported / FE content is inclusive of all custom duties which is required for arriving local content. Bidders to note the following about FE Content,

(i) If sought by MDL, bidders shall declare line item wise FE & custom duty duly self-certified. Such declared custom duty percentage will only be considered for arriving local content.

(ii) If there is variation in declared custom duty percentage and the actuals, the consequence shall be borne by the bidder including penalty, if any.

(g) **Documentation on completion of contract or PO:**

(i) After the contract is awarded and the supplies are completed, the supplier shall provide a "Local content certificate" declaring the actual Local content percentage achieved while executing the contract. In case of failure to provide Local Content Certificate for the executed order within reasonable time, the issue be referred for debarment.

Tender value less than Rs 10 Crores: "Local content certificate" shall be 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. Local content percentage shall be declared item wise or tender wise strictly as per the terms of the tender.

Tender Value more in excess of Rs. 10 Crores: In cases of tender value is in excess of Rs. 10 Crores, the bidders shall provide "Local content certificate", from statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant jointly signed by the bidder (in respect of supplier other than companies) giving the percentage of local content.

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

Note: In cases of procurement for value in excess of Rs. 10 Crores, the local supplier 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 duly attested by the Bidder/vendor.

(h) **Reciprocity Clause:**

(i) 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.

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

(i) **Manufacture under license / technology collaboration agreements with phased Indigenization:** If the concerned nodal ministry has notified an upper threshold value of procurement beyond which foreign companies shall enter into a joint venture with an Indian company to participate in the tender, then foreign companies may enter into a joint venture with an Indian company to participate in the tenders whose tender value is above the threshold value and that Such joint ventures are exempted from meeting the stipulated minimum local content requirement in such tenders, which shall be increased in a phased manner.

(j) **Imported products:** Bidders offering imported products will fall under the category of Non-local suppliers and they cannot claim themselves as Class-I local suppliers / Class-II local suppliers by

claiming the services such as transportation, insurance, installation, commissioning, training and after sales service support like AMC / CMC, etc as local value addition.

(k) Debarment of bidders / suppliers

(i) False Declaration: 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.

(l) **Complaints / Grievance**: Any complaints / grievances relating to implementation of this order shall be taken up by Public Grievance Cell of MDL headed by GM(F). Fees for filing a complaint under the order shall be Rs. 10,000/- per case. The complaints shall be filed to the Chairman, Public Grievance Cell. 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. The fee shall be deposited in MDL’s Account by NEFT. 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 shall be borne by the complainant and paid by the complainant before referring the matter. The bank account details of MDL are as follows:

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

17. PRE-QUALIFICATION CRITERIA

Bidders should upload the scanned copies of following documents along with their offer:

- a. Bidders Company Profile and Shop & Establishment registration certificate or registration certificate from local bodies for conducting business.
- b. Bidder’s Audited Certified Balance sheet and Profit & Loss account for last 3 financial years ending 31st March 2021, 2022 & 2023 Bidder’s average turnover during last 3 years should be at least **Rs. 106 lakhs**.
- c. The OEM or authorized dealer of OEM should have supplied similar gases during the last three years ending tender closing and shall submit Purchase orders of **Rs 106 lakhs** the same along with proof of execution. One of the following documents may be considered as valid proof for execution of purchase order:
 - i. Contract copy along with invoices with self-certification by the bidder that service/supplies against the invoices have been executed.
 - ii. Contract copy along with execution certificate by client with contract value.
 - iii. Contract copy along with any document in support of contract execution like third party inspection release note, etc.

- d. Bidders other than Original Manufacturer should submit valid authorization letter from OEM to quote for this tender and supply.

Note:

- i. *Similar supply means bidder shall have experience of supply of specific gasses for which he has quoted.
- ii. MDL registered bidders need not upload the documents mentioned at a) above. However, Documents mentioned at b), c) and d) are mandatory for every bidder. MDL has a right to verify / cause verification of authenticity of the said documents whenever felt necessary. MDL reserves the right to ask for hard copies of above documents.
- iii. Bidders registered with Mazagon Dock Shipbuilders Limited should upload a scanned image of valid registration certificate.
- iv. MSEs manufacturer shall be given 100% relaxation of prior turnover & prior experience in line with GeM Purchase Preference clause mentioned in the tender. However, supplier to submit valid MSE certificate.
- v. Start-up shall be given 100% relaxation in prior turnover & prior experience subject to meeting of quality & technical specification. Supplier to submit valid Start-ups certificate as recognized by department of Industrial policy & promotion (DIPP).

18.ON-LINE SUBMISSION OF OFFER IN TWO-BID SYSTEM:

Offer must be uploaded in two parts through e-tendering system. Bidders are requested to log on to our e-procurement portal <https://eprocuremdl.nic.in> for on-line submission of bids against above tender.

18.1. Part-I Bid Techno Commercial Bid following should be uploaded.

- i. **Acceptance on clauses** of Tender Enquiry (TEF), General Conditions of Contract (GCC) in the Prescribed Formats stating 'Accepted OR Deviation' as applicable for each of the clause.
- ii. **Blank Rate Schedule** Format clearly indicating 'QUOTED / NOT QUOTED' as applicable against each of the listed item in the prescribed format. Please mention applicable taxes in percentage. The applicable taxes to be indicated in %.
- iii. **Deviation Sheet** in case of any deviations from Terms, Conditions & Technical requirements specified in the Tender Enquiry (TEF), GCC.
- iv. Shop and establishment certificate.
- v. Scan copy of valid Bank details for payment by RTGS/NEFT/ in the format enclosed (New bidders only).
- vi. Scanned image of PAN card shall be uploaded.
- vii. Scanned copies of Purchase Orders executed earlier on similar supplies for last 3 years and proof of execution of order example: work/order completion certificate issued by the party for whom the work is done or tax invoice, inspection release note etc.
- viii. Balance sheet and profit & loss account statement of last three years.
- ix. Declaration certificate for Local content
- x. Submit duly filled declaration / certificate as per **Annexure-A** towards compliance of Public Order on Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017.
- xi. Bid Security Declaration Certificate. (**Enclosure-6**).
- xii. Confirmation of **GeM seller ID** on company letter head.
- xiii. Integrity Pact (IP) duly filled & signed on each page

18.2. Part-II Price Bid:

- i. Bidders shall quote the prices as per prescribed Price Format / Rate sheet (BOQ) available on e-procurement portal along with applicable Duties, Taxes and Levies.
- ii. Bidders are requested to show the break up regarding taxes, duties & levies as applicable in the bid. For variations, if any, in statutory levies, if MDL satisfies that the rates of taxes, duties & levies indicated therein are in line with the tax law, the escalation due to variation in the taxes, duties & levies can be justifiably considered to the extent legitimately allowable on the base amount(s) indicated in the bid.

19. Earnest Money Deposit (EMD)/BID BOND:

- 19.1. EMD amounting to Rs. 7,03,000/- (Rupees Seven Lakh Three Thousand only)** 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.
- 19.2.** Crossed DD / Pay Order issued by Co-operative banks however may be considered.
- 19.3.** It is **mandatory** that the scanned image of proof of NEFT / Demand Draft / Pay order / Bank Guarantee / Insurance Security Bond / e-Bank Guarantee shall be uploaded at Part-I tender stage. If the scanned image of above or proof of exemption from submission of EMD is not uploaded in Part-I stage, bid shall be rejected. The original of the scanned copy of EMD (BG) should reach HOD (C)/ Dealing Executive within seven days of the tender closing date.
- 19.4.** Bidder to note that the Direct Electronic transfer to be effected prior to tender opening date & time. The scanned image of proof of Electronic transfer shall reflect bank transaction/transfer reference. The amount of EMD shall reach MDL in its bank account within 7 MDL calendar days from the tender closing date under the same bank transaction/transfer reference which is reflecting in the enclosed proof of Electronic transfer.
- 19.5.** The bid bond / Bank Guarantee should be valid for 120 Days + 4 weeks from the tender closing date. Either of these instruments should be drawn on reputed International / Nationalized bank / Scheduled Bank except Co-operative Bank payable at Mumbai as per list of approved by SBI/Canara Bank published on MDL website. BG format is annexed herewith at **Enclosure-6**.
- 19.6.** Bidders to advise their bank/banker to send EMD directly to commercial department to dispense with additional step of verification of authenticity of signatories.
- 19.7.** Bids without EMD/Bid Bond will not be considered other than who are exempted.
- 19.8.** EMD of unsuccessful bidders will be returned after finalization of the tender and shall be interest free.

MDL bank details for Direct Electronic transfer are given at Enclosure – 3

Exemption from submission of EMD/Bid Bond:

EMD is exempted for following cases:

- (i) State & Central Government of India Departments & Public Sector Undertakings.
- (ii) Firms registered with MDL. To qualify for EMD exemption, firms should necessarily submit valid copy of the Registration Certificate issued by MDL, for the items for which the offer is being submitted. Firms in the process of obtaining MDL registration will not be considered for EMD exemption.
- (iii) Micro and Small Enterprises who are manufacturer and give specific confirmation to this effect at the time of bid submission and whose credentials are validated online through Udyam Registration (as validated by Government from time to time) and through uploaded supporting documents.
- (iv) Firms registered with NSIC under its "Single Point Registration Scheme". (Exemption will apply only to items/services for which they are registered. To qualify for EMD exemption, firms should necessarily submit valid copy of the Registration Certificate along with the list of items / services for which they are registered, as issued by NSIC, in Part-I offer / bid. Firms in the process of obtaining NSIC registration will not be considered for EMD exemption.
- (v) Start-ups as recognized by Department of Industrial Policy and Promotion (DIPP)
- (vi) Common/Deemed DPSU registered vendors qualify for EMD exemption. Such firms shall submit valid copy of the registration certificate issued by DPSUs (other than MDL) for the items / services for which the offer is being submitted in Part-I offer/bid. Firms in process of obtaining registration in other DPSUs will not be considered for EMD exemption.
- (vii) Green Channel Status vendors qualify for EMD exemption. Such firms shall submit valid copy of the Green channel certificate issued by MoD for the items for which the offer is being submitted in Part-I offer/bid. Firms in process of obtaining this certificate will not be considered for EMD exemption

20. Land Border Clause (Restrictions under Rule 144 (xi) of the General Rule 144 (xi) of the General Financial Rules (GFRs), 2017.

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.

A) Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. The Competent Authority for the purpose of registration under this Order shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT). **The Bidder shall submit declaration / certificate as per Annexure "A" towards compliance of Public Order on Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017.** However, Order will not apply to bidders from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects. Lists of countries to which lines of credit have been extended or in which development projects are undertaken are given in the website of the Ministry of External Affairs

B) "Bidder" for the purpose of this Order (Public Procurement No.1, 2 & 3) (including the term 'tenderer', 'consultant' 'vendor' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.

C) "Bidder from a country which shares a land border with India" for the purpose of this Order (Public Procurement No.1, 2 & 3) means

- a) An entity incorporated, established or registered in such a country; or
- b) A subsidiary of an entity incorporated, established or registered in such a country; or
- c) An entity substantially controlled through entities incorporated, established or registered in such a country; or
- d) An entity whose beneficial owner is situated in such a country; or
- e) An Indian (or other) agent of such an entity; or
- f) A natural person who is a citizen of such a country; or
- g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

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

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

Explanation-

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

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

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

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

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

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

D) "Agent" for the purpose of this Order (Public Procurement No.1, 2 & 3) dtd 23 Jul 2020 & 24 Jul 2020 is a person employed to do any act for another, or to represent another in dealings with third persons.

21.Integrity Pact (IP): The Integrity pact essentially envisages the agreement between prospective vendors / bidders & buyers committing the person/officials of both the parties not to exercise any corrupt influence on any aspects of the contract. Only those vendors/bidders who enter into such an integrity pact with the buyer would be competent to participate in the bid. Therefore, non-acceptance and non-submission of IP by the vendors/bidders shall be liable for rejection. The format of integrity Pact is enclosed with tender documents. IP shall be submitted on plain paper. The 'Integrity pact' dully filled as per format illustrated at **Enclosure 10** to be submitted along with the offer. Bidders to ensure that each page of Integrity pact shall be duly signed by the bidder. Non-submission of Integrity Pact by the bidders duly filled and signed on each page along with Part-I bid shall be liable for rejection. The original IP shall reach MDL within 7 days of Tender Opening date.

Independent External Monitors (IEM): The following Independent External Monitors (IEMs) will have the power to access the entire project document and examine any complaints received by him. In case of any change in IEMs it will be informed accordingly. For any administrative enquires and clarification on tender, bidders shall contact Commercial Dealing Executive. In case of issues related to Integrity Pact (IP) please contact Independent External Monitor (IEM) whose details are as below:

- i) Mr. P V Rao
Email id: pasupuletirao@yahoo.co.in

22.BID REJECTION CRITERIA:

22.1. The following conditions / deviations are non-negotiable and therefore any bid falling under these conditions / deviations shall be liable for **categorical rejection**. Bidders to note that they shall not be provided any opportunity to rectify these conditions / deviations post bid opening.

- i. Bids received other than through e-procurement portal.
- ii. Bids received after tender closing date and time.
- iii. Bidders who are debarred under PPP MII order 2017, GeM, CPP including Tender holiday issued by MDL.
- iv. Bids received without EMD (other than those who are exempted from payment of EMD), as specified in the tender.

22.2. For the following conditions (other than non-negotiable conditions indicated at 14.1), equal time & opportunity for submission of deficient techno-commercial documents and clarification shall be given to the bidders. Bidders are required to submit such documents / clarifications within the duration / date stipulated by MDL, failing which their bids shall be **liable for rejection** in following cases:

- i. Bidder's failure to submit sufficient or complete details for evaluation of the bids within the given period depending on the deficiencies noticed for evaluation of the bid.
- ii. Incomplete / misleading / ambiguous bids in the considered opinion of MDL.
- iii. Bids with technical requirements and or terms not acceptable to MDL.
- iv. Bids not meeting the pre-qualification parameters stipulated in the tender enquiry.
- v. Validity period indicated by bidders is shorter than that specified in the tender enquiry, at the discretion of MDL.

- vi. Bidders not meeting the eligibility criteria given in tender regarding the Class of Supplier as per PPP MII Order.
- vii. Bidders not submitting the declaration certificate for Local Content & location of value addition.
- viii. Non-submission of Compliance Certificate (as per **Annexure-A**) w.r.t Land Border Clause as per the enclosed format. (Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017).
- ix. Bidders not accepting for submission of **Annexure "B"** format for the declaration for TDS.
- x. Non-submission of Integrity Pact duly signed on each page.

Note:

Requirement of GeM seller ID:

According to Ministry of Finance vide Office Memorandum OM No.F.6/9/2020-PPD dated 24 Aug 2020, It is Mandatory for Suppliers providing goods and services to Central Government Organizations (including MDL) to be registered on GeM and obtain a Unique GeM Seller ID at the time of placement of Order / acceptance of Contract. Hence all the bidders are exhorted to get registered on GeM platform and furnish their Unique GeM Seller ID while submitting their bids. Bidders not furnishing Unique GeM Seller ID shall be liable for rejection as per tender **clause no 14.2.xxiii.**

23. PRICING: Bidders shall quote the prices of items listed in the price bid sheet format (Enclosure -2) of the tender enquiry for delivery of the items in MDL on door delivery basis. The prices quoted shall remain firm and fixed during the validity period of the rate contract / till the consumption of the rate contract quantity. No increase shall be permissible on any account after finalization of the rate contract/ till delivery of total quantity of the contract.

- I. Bidder shall quote the prices of all items listed in the price sheet format of the tender enquiry for delivery of the items in MDL store inclusive of all costs towards Raw Material cost, Packing & Forwarding / Freight / Delivery / Transport & Transit Insurance etc. at Mazagon Dock, Mumbai-10.
- II. Unloading of the material at MDL store is responsibility of the bidder. Manpower & facilities required for unloading of material shall be arranged by bidder at no extra cost to MDL.
- III. The prices quoted shall remain firm and fixed till the execution of the total quantity on the order. No increase / decrease shall be permissible on any account after finalization of the order / till delivery of total quantity on the order.
- IV. In case of any discrepancy in the Un-Price Bid Format and actual On-line Price Bid (BOQ) after opening of the Price Bids, the details (Taxes, duties and any charges) mentioned in the On-line Price bids shall prevail over the details in blank rate schedule format for ranking and evaluation purpose.
- V. However, in case of any deviations, the negotiated terms and conditions acceptable to MDL before Price Bid opening shall prevail over the above.

Note: After finalization of rate contract, the progressive orders will be placed as per the requirement against rate contract.

24. Terms of Payment:

- 24.1.** On receipt of Invoice, payment shall be made within 15 days of receipt/completion of material/services subject to acceptance of material/services.
- 24.2.** Payment for the value of supplies, as reduced by any deductibles and/or the amount leviable towards liquidated damages, if any and after including GST shall be made through RTGS /NEFT within 15 days after receipt and acceptance of the items as per the ordered terms against submission of documents in Triplicate including Delivery challan(s), Release note from the nominated Inspection Agency, Test reports / Certificates, Packing Lists, Invoice, Performance Guarantee, Storage / Preservation / Installation / Commissioning / Maintenance Procedures & other Technical documentation in requisite sets as relevant. Bidders shall furnish all the

necessary details like name of the bank / branch, branch code No, bank account no in their technical bid as per the RTGS/NEFT/ECS format provided with the tender enquiry

- 24.3.** Payment shall be made as per actual quantity received and accepted. The bills to be addressed to DGM (C-MP) and should be forwarded / submitted to Invoice Receipts Section located at South Yard Gate, opposite to Reception Centre, Mazagon Dock Shipbuilders Ltd, Dockyard Road, Mumbai: - 400010.
- 24.4.** The date of receipt and acceptance of the material by MDL will be considered as start date for releasing payment within 15 days.

MSME vendor Payment through TReDS:

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

- i. MDL is registered on the "Invoicemart" TReDS platform and M1xchange of M/s Mynd Solutions Pvt Ltd.

MSE bidders desirous to receive payments through TReDS platform may avail the facility if they are already registered on

- "Invoicemart" TReDS platform or by registering on it.
Contact details at "Invoicemart" TReDS platform are as below:
Mr Amit Kumar Dutta, Contact no: 8600179668,
Address: TReDS Ltd, A3, 11th Floor, Ashar IT Park, Thane - 400604
 - "M1xchange" TReDS platform or by registering on it.
Contact details at "M1xchange" TReDS platform are as below:
+91 9599224594 Mr. Shaiwal Sinha email id:shaiwal.sinha@m1xchange.com
+91 9800250395 Mr Ankit Singh email id ankit.singh@m1xchange.com
 - "rxil" TReDS platform or by registering on it.
Contact details at " rxil " TReDS platform are as below:
+91 9167708156 Mr. SANTOSH YADAV email id: santosh.yadav@rxil.in
+91 8451975191 Mr. ANGELIN ANBARASAN email id: angelin.anbarasan@rxil.in
Address : Receivables Exchange Of India Limited, 701-702,7th Floor,
Supremus, E Wing, I-Think Techno Campus, Kanjurmarg East,
Mumbai 400042
- ii. 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 "Invoicemart" / "M1xchange" TReDS platform, shall 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 as per vendor submitted TReDS details on "Invoicemart" / "M1xchange" 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.

Note:

- 1.** Format for the declaration for TDS has to be submitted as per **Annexure – B** annually after the award of the contract.
- 2. E-Invoice as per Rule 48(4) of GST Act:**
Vendors shall submit E-invoice if they fall under the category of registered persons notified under Rule 48(4) of GST Act. Vendors who do not submit E-invoice shall submit declaration that "We do not fall under the category of registered persons notified under Rule 48(4) of the central GST Rule 2017 and we are not required to comply with e-invoicing provisions under GST Act, as our aggregate turnover in any preceding financial year from 2017-18 onwards has not exceeded Rs.50 Crs as per GST Act".

25. CONSIGNEE: The Successful bidder/s shall arrange dispatch of goods by appropriate Rail / Road / transport mode as per the order to 'GOODS RECEIVING SECTION and further to designated store/ user dept. 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.

Note: An advance copy of invoices along with other relevant documents shall be forwarded to the purchaser sufficiently in advance to avoid demurrage. In case of door delivery orders, the supplier shall categorically direct the transporter to deliver the ordered items without insisting for consignee copy of the Lorry Receipt.

Following document should be submitted in triplicate along with material: -

- i. Delivery challan (Passed Inn by CISF),
- ii. Invoice
- iii. Progressive order copy and amendment copy if applicable (photo copy)
- iv. Packing list

Supply on MDL Holidays: Request for permission for delivery on Saturday / Sunday / holidays if required, should be submitted 3 working days prior to the date of holiday, to Personnel department and Security through concerned Dept.

26. RECEIPT INSPECTION BY MDL:

- 26.1.** MDL will carry out necessary inspection of the various gas cylinders on receipt in the MDL Store/Yard, on the basis of an appropriate quality assurance system and Inspection system requirements of MDL & the Inspection documents submitted by suppliers.
- 26.2.** Any objection raised by the above team against quality/pressure of gasses/cylinders shall be satisfactorily corrected by the supplier at his expenses including replacement as may be required immediately by acceptable quality.
- 26.3.** Cylinders damaged during transit shall also be replaced by the supplier immediately by acceptable quality.
- 26.4.** The successful bidder should ensure the following documents along with the supply to ascertain the smooth inspection & timely payment of the materials
 - i. Delivery challan (Passed Inn by CISF),
 - ii. Invoice
 - iii. Order copy and amendment copy if applicable (photo copy)
 - iv. Packing list

27. Ranking of Bids & Determination of L-1 Bidders:

- 27.1.** Ranking of Price bids shall be done on the basis individual item wise on "prices exclusive of GST" on lowest price basis after normalizing for deviations, i.e. Techno-commercially qualified lowest bid (GST shall be excluded for ranking of bids to determine L-1 vendor) will be considered for ordering purpose.
- 27.2.** If any variations in statutory levies, the break up in respect of taxes, duties and levies is clearly and separately furnished in the bid and MDL is satisfied that the rates of taxes indicated therein are in line with the tax law so that escalation due to variation in the taxes can be justifiably considered to the extent legitimately allowable on the base amount(s) indicated in the bid. Therefore, bidder is requested to show the break up regarding taxes as applicable in the bid.
- 27.3.** In case of composition category bidder, since the firm is not allowed to charge GST, the evaluation of the bid will be on the price quoted by the bidder.
- 27.4.** In case of purchase of goods/ services from unregistered dealer under GST Laws, GST will be paid by MDL under reverse charge mechanism.

Note: On-line ranking visible to the bidders after opening part II price bid is without loading parameters. However, the lowest bid will be evaluated offline by applying all applicable loading parameters and clarifications negotiated before Price Bid Opening, during techno-commercial scrutiny /TNC meeting as mentioned in the tender document

28. SECURITY DEPOSIT CUM PERFORMAMCE BANK GUARANTEE (SD/PBG):

- (a) The bidder has to submit Performance Bank Guarantee (Performance Bank Guarantee cum Security Deposit) within 25 days after notification of the award of contract for an amount of **5%** of total order value excluding taxes, duties valid up to contractual period plus 60 days.
- (b) Performance Bank Guarantee (Performance Bank Guarantee cum Security Deposit) 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.
- (c) In cases where the supplier / contractor has not submitted the Performance Bank Guarantee and already commenced supply / services, then the PBG amount shall be withheld from the vendor's 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 notified by MDL HoD (Finance). For foreign supplier, it will be EUROBOR/LIBOR plus 2%. For Indian suppliers, it will be SBI BPLR plus 2%.
- (d) The performance security will be forfeited and credited to MDL's account in the event of a breach of contract by the contractor. No exemption can be granted to any unit including MSME, SSI units and MDL Registered suppliers. Performance security should be refunded to the contractor without interest, after he duly performs and completes the contract in all respects but not later than 60(sixty) days of completion of all such obligations including the warranty under the contract.
- (e) Where the duration of contract is very long and banks are unwilling to issue BGs for long duration, rolling bank guarantee towards performance security can be obtained where it will be valid for at least one year with claim period of three months within which the same can be extended for further period by amendment. Performance security on reducing balance can also be accepted when the contract period extends beyond one year. This will be effective on completion of one year and thereafter on six monthly / yearly basis.
- (f) In case of failure to submit performance security by the supplier within 25 days of transmission / notification of order by any mode, then EMD (if available) will be forfeited and MDL reserves the right to cancel the order and invoke the risk purchase clause.
- (g) In the event of defects due to poor workmanship leading to non-performance of the Equipment/Item and bidder failure to attend the Guarantee/Warranty defects within 45 days from date of intimation or as agreed during TNC the performance security shall be forfeited.
- (h) If it is established that the contractor has failed to comply with the Guarantee/warranty obligations, the PSBG will be enclashed by MDL. MDL's decision in this regard shall be final and binding on the supplier / contractor.

29. LIQUIDATED DAMAGES: Time is an essence of the contract therefore the job, as ordered, should be completed on the dates mutually agreed upon in accordance with the delivery schedule. In cases of delay not attributable to Purchaser beyond the agreed schedule, the Vendor / Contractor shall pay liquidated damages, a sum representing 0.5% (Half per cent) per week or part thereof of the order value, subject to maximum of 5% of the order value for the undelivered portion.

30. TAXES AND COMPLIANCE OF GST:

- 30.1.** GST as per GST Laws shall be payable extra as quoted and agreed. GST rate shall be clearly indicated in the un price bid part 1 and price bid part 2.
- 30.2.** All reference to "Taxes, duties, octroi, excise etc" are to be read as "GST, Basic Custom Duty" in this tender including GCC.
- 30.3.** GST Laws (i. the Central Goods and Service Act,2017, the Maharashtra Goods and Service Act.2017, the Integrated Goods and Service Act,2017, the Goods and Services Tax (Compensation to States) Act, 2017, various rules, notification etc. GST Includes Central Tax(CT), State Tax(ST), Integrated Tax(IT) and cess)
- 30.4.** In case of purchase of goods/ services from unregistered dealer under GST Laws, GST will be paid by MDL under reverse charge mechanism.
- 30.5.** Benefits from reduction in rate of tax/ ITC is required to be passed on to consumer. Where "applicable GST" has been quoted as extra, Goods and service providers (except un-registered dealer under GST Law) have to submit declaration that they have complied that they have complied with "Anti- profiteering clause" under GST Law. Such declaration be given in technical bid.

- 30.6.** The GST registered bidder shall mention the HSN code for goods &/or services in their tax invoice, etc. These codes must be in accordance with GST Law and responsibility of specifying correct HSN codes for goods &/or services is that of the bidder. MDL shall not be responsible for any error in HSN code for goods &/or services specified by supplier / contractor. Supplier/ Contractor shall pay penalty and/ or interest imposed in MDL or any loss due to delay in availing ITC by MDL loss of ITC to MDL due to errors by bidder at any stage. MDL reserves right it recovers any such interest, penalty or loss from any amount due to Supplier/ Contractor or otherwise.
- 30.7.** 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 Law due to non / delayed receipt of goods and / or services and / or tax invoice or expiry of timelines prescribed in GST Law 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.
- 30.8.** The GST registration number (15 digit GSTIN) issued by GOI shall be mandatorily provided by the bidder. Bidder having multiple business verticals within state / at multiple states with separate GST registration numbers shall forward GSTIN of these verticals involved in supply of goods and/or services. MDL GSTIN is **27AAACM8029J1ZA** and shall mention the same while invoicing and avoid any data entry error on GST portal.
- 30.9.** The GST registered bidder 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 bidders 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).
- 30.10.** The GST registered bidder shall file all applicable returns under GST Law in the stipulated time & 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 & complied by the supplier/contractor with the requirement of GST along with satisfactory evidence.
- 30.11.** The rate sheet enclosed with the tender will indicate the rates to be entered under each head whenever applicable. Bidders must clearly mention the applicable Taxes & Duties. The item- wise rates (i.e. Basic + P&F + F&I) quoted in the Rate Sheet should exclude Taxes & Duties. Bidder should indicate GST rates as applicable separately under each of the head in the same Rate sheet, which will be paid extra based on tax invoice to the extent applicable. The GST will be applicable on total basic rate of each item (i.e. Basic + P&F + F&I).
- 30.12.** If the GST rating of supplier /contractor on GST portal / Govt. website is found to be negative / blacklisted, then MDL shall reimburse GST to the vendor only after he makes the payment of GST and fulfils all requirements as per GST Law for successful availment of ITC by MDL. Further, MDL is entitled to deduct / recover such GST along with penalties / interest, if any, incurred by MDL.
- 30.13.** The GST registered bidder shall be responsible for financial and non- financial consequences in case of non- compliance of GST provisions / requirements / timelines on their part. MDL shall pay the applicable GST taxes to the vendor at actual & supplier/contractor shall pass on the reduction in prices to MDL on account of change in the tax structure.
- 30.14.** The applicable taxes shall be clearly indicated. The Item wise rates quoted in the rate sheet should exclude taxes. Bidder should indicate taxes and levies as applicable separately under each of the head in the same rate sheet. Wherever all-inclusive prices are quoted by the bidder(s) and accepted without bifurcation of tax elements, no escalation shall be considered in respect of any variation in statutory levies arising subsequently in the absence of required base figures.

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

Notes: Any change in tax component/structure due to government regulation during the execution of contract within contractual delivery period the same will be applicable at actual ruling at the time of supply/service/execution (This will however not be applicable in case of extended delivery/completion schedule) of contract after Government Notification.

31. LOADING CRITERIA:

Deviations sought by the bidder in respect of variation in techno-commercial terms, shall be negotiated before price bid opening for normalization and thereafter the deviations acceptable to MDL will be loaded on the bidder/s quoted price during evaluation for ranking purpose. The loading criteria given below will be adopted:

- i. Payment Terms - It is desirable that the bidder accepts the Payment Terms indicated. Varied payment terms quoted by bidders as compared to the terms stated in the Tender document shall be normalized by adopting the SBAR [State Bank Advance Rate (Prime lending rate of SBI)] + 2% thereon on the amount(s) at variation and/or for the period (in no. of days) at variation.
- ii. Delivery of the goods at MDL premises should be responsibility of the supplier. However, for unavoidable reasons, if bids are exclusive of transport and / or insurance, the same will be added at the cost to be incurred by MDL.
- iii. For the additional delivery period sought by the bidder over the stipulated date of delivery as per Tender, 0.50% per completed week will be loaded to the quoted price.
- iv. Deviations sought in respect of rate per week and / or maximum ceiling in respect of liquidated damages shall be loaded to the quoted price. For example, the maximum ceiling towards liquidated damages stipulated in the Tender is 5% and the bidder seeks to limit it to, say 3.50% then the price quoted will be loaded by 1.5%. If the rate of LD per week is 0.50% per week or part thereof as per tender and the bidder seeks it as, say, 0.40% per week or part thereof, the maximum ceiling on LD as per tender will first be equated to weeks (10 weeks in this case) and the rate proposed by the bidder i.e. 0.40% will be multiplied by the so equated maximum period (which works out to 4%) and the quoted price will be loaded accordingly by 1%. Delivery being the essence of the contract, it is desirable if the bidder(s) adhere to the stipulated clause.

32. RISK PURCHASE & ORDER CANCELLATION: In case of delay beyond 4 weeks from the contractual delivery period, MDL reserves the right to cancel the order and procure the ordered material from any available source at MDL's option and discretion and entirely at your risk and cost. Extra expenditure incurred by MDL in doing so will be recovered from you. MDL also reserves the right to cancel the order at your risk and cost if the progress of work is not considered satisfactory and it is felt that you are not likely to meet the contractual delivery date.

33. MDL reserves the right to accept any or all offers in part / full without assigning any reasons whatsoever. In case of any dispute, our decision in this matter shall be final and legally binding on you. Further MDL also reserves the right to consider placement of Order, in part or in full, against the tendered quantity.

34. OPTION CLAUSE:

MDL retains the right to place orders for additional quantities up to a maximum of 50% of the originally contracted quantity at the same terms and conditions of the contract. Such an option shall be available during the original period of contract and extended period of the contract.

MDL reserves the right to consider placement of Order, in part or in full, against the tendered items / quantity.

35. EXTENSION OF CONTRACT PERIOD:

Contract Period will be for Two Year (24 Months) subject to meeting all the requirements including quantity, quality and timely deliveries to the satisfaction of MDL, with a provision to extend the period of contract by further twelve (12) Months on the same rates, terms and Conditions at MDL's Discretion.

36. MODIFICATIONS TO THE BIDS:

Bidders desirous of submitting modified bids prior to the closing date & time may do so by submitting the revised bid on line not later than the deadline for submission of the bid. Please note that, modified bid shall be submitted through E-procurement system only.

37. The contract will be governed by GCC and General Terms and Conditions while executing work. In case of discrepancy, clauses mentioned in Tender, Technical Scope and Rate sheet will override the clauses mentioned in other annexure including GCC.

38. Public Grievance Cell:

A Public Grievance Cell has been set up in the Company headed by Shri R R Kumar, GM (Tech). Members of public having complaints or grievances are advised to contact on Wednesday between 10.00 hours and 12.30 hours in office in New Service Block or send their complaints / grievances in writing for redressal. Tel. No. is 2376 3512

39. MDL shall not be bound by any printed conditions or provisions in the sellers bid forms or acknowledgement of contract, invoices, packing list and any other documents which purport to impose any conditions at variance with the tender terms / final negotiated & accepted terms.

40. In case bidders are unable to submit their offer against this tender, we would appreciate a regret letter citing reasons for not quoting.

41. E-procurement Portal Helpline and Training:

In case of any clarifications, bidders are requested to contact the undersigned, before the closing date of the tender. Bidders can also contact toll-free customer help line of e-procurement portal <https://eprocuremdl.nic.in>

User guide is available on the home page of the above-referred web site. In addition, it has 24x7 Customer Help Desk no. +91 120 4200462. Bidders intending to witness the Tender opening shall log on to <https://eprocuremdl.nic.in> using digital signatures for witnessing the opening.

42. Bidders to participate in on-line bidding:

42.1. By registering with above referred portal for User ID and password.

42.2. By obtaining class III DSC-B (Digital Signature Certificate) for secured bidding.

42.3. Bidders intending to witness the Tender opening shall have to submit the letter of authority to the Tender Opening Officers and will sign on the sheet of paper in token of his presence at the time of opening.

43. Contact Person for any clarification:

In case of any clarifications, bidders are requested to contact the undersigned, before the closing date of the tender.

Tel. No.: (022) 2376 2149	Fax No.: (022) 2373 3249
E mail: spatil@mazdock.com	Website: https://mazagondock.in

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

Yours faithfully,
For MAZAGON DOCK LIMITED,

Satish S. Patil
CM (C-MP)

Enclosure	-	1	:	Detailed specification of gases
Enclosure	-	2	:	Price Bid format
Enclosure	-	3	:	MDL Bank details for Direct Electronic Transfer
Enclosure	-	4	:	General Conditions of Contract (GCC)
Enclosure	-	5	:	Illustration of Loading Criteria
Enclosure	-	6	:	Details Of Remittance To MDL's Bank Account
Enclosure	-	7	:	Instructions to the bidders
Enclosure	-	8	:	Proforma bank guarantee for Security Deposit
Enclosure	-	9	:	Proforma bank guarantee for EMD
Enclosure	-	10	:	Integrity Pact(IP)Format
Annexure	-	A	:	Declaration of Compliance of order
Annexure	-	B	:	Format for the declaration for TDS

Uploaded on e-procurement portal:

- i. TEF Acceptance form
- ii. GCC Acceptance form
- iii. Un-price Bid Form
- iv. Vendor details Form
- v. BOQ - Price Bid Rate Sheet

The following reference documents and formats are available on MDL website
<https://mazagondock.in>

(path: [Tenders](#)>>[Shipbuilding](#)>>[Material Purchase](#)>> [SB-MP Notification](#) >>)

- i. Proforma Bank Guarantee for SD.
- ii. RTGS / NEFT Format.
- iii. Statutory requirements, Official Secret Act 1923 & Safety clause.
- iv. Make in India declaration by bidder.

Annexure I: (Specification for DA gas):

Description of gas	Code No.	Unit	Total
Dissolved Acetylene (DA)	19203004	M ³	90,000

Technical requirements:

- i. DA gas should be supplied in cylinders of capacity of 5M³ to 8M³ throughout the tenure of contract.
- ii. The gas should confirm to IS 308:1988 (latest revision) specification.
- iii. The cylinders should confirm to "Gas Cylinder Rules 2016" or latest revision if any and other rules and specifications currently in force and approved by the Chief Controller of Explosives or other authority duly constituted by Government of India.
- iv. The design of cylinders, the maximum pressure of gas in them, packing, marking, painting and transport of cylinders shall be in confirm to "Gas Cylinder Rules 2016" or latest revision if any and other rules and specifications currently in force and approved by the Chief Controller of Explosives or other authority duly constituted by Government of India.
- v. During delivery of cylinders, each cylinder should be provided with a label containing following details:
 - a. Name of the company
 - b. Contract no
 - c. Gas filled
 - d. Cylinder number
 - e. Date of filling
 - f. Gross weight (Kg)
 - g. Net weight (Kg)
 - h. Quantity of gas (M³)
- vi. Each cylinder should be fitted with protective cap/ guard to prevent damage to the valve before every despatch.
- vii. Quantity indicated is an estimate for supply of two years. It may increase or decrease depending upon the production activities. However, the actual requirement will be intimated through Email/ Phone/ Fax on need basis at the sole discretion of MDL and requirement will be intimated one day in advance.
- viii. The quantity of gas supplied in each batch of supply will be acknowledged and accounted. The procedure for calculating the quantity of gas supplied is as follows
 - a. Minimum 10% of supplied cylinders in each batch of lot size (N) will be randomly weighed and compared with gross weight on label provided against that cylinder.

- b. If the variation of weight observed of full cylinder is within the limits (+/- 0.2%). The net weight mentioned on the labels will be considered for quantity consumption.
 - c. If observed weight of full cylinder is beyond the tolerance limits, then the average of the deviation (x) will be added or subtracted to the average of net weight(W) of entire lot correspondingly.
 - d. After emptying the same cylinders will be weighed and compared with tare weight on label provided against that cylinder. If the variation of weight of empty cylinders observed is within the limits (+/- 0.2%). The weight mentioned on the labels will be considered for tare weight.
 - e. If observed weight of empty cylinders is beyond the tolerance limits, then the average of the deviation (y) will be added or subtracted to the average of net weight(W) of entire lot correspondingly.
 - f. The observed net weight of a particular lot will be intimated while returning empty cylinders of that lot.
 - g. The accounted net weight will be calculated as = $N.(W+x+y)$ Kg
 - h. The conversion factor for conversion of Kg to M³ will be taken as 1 Kg = 0.94 M³.
 - i. Payment shall be made on the basis of volume obtained through accounted net weight or against the invoice whichever is less.
 - j. The accounted net weight of a particular lot will be intimated within 15 days from date of supply by inspecting department via email or telephone.
- ix. Quantity tolerance of (+/-) 2% is permitted for acceptance of cylinders, beyond the tolerance limit acceptance and rejection of material is at sole discretion of MDL
 - x. Free holding of all cylinders (Filled, Empty and in use) by MDL at any time throughout the contract will be around 400 Nos.
 - xi. The supplier shall furnish Material Safety Data Sheet (MSDS) covering all information relating to human safety and environmental impact of hazardous material particularly during transportation, handling, storage, disposal and while using.
 - xii. The other terms and conditions remain unchanged.

It is requested to initiate BRC Process for Dissolved Acetylene (DA) gas. This is for your information and necessary action please.

Illustrative format & guideline (FOR INDIGENIOUS BIDDERS) for quoting prices in online Price Bid

Below format of price bid will appear online. INDIGENIOUS bidders to follow instructions given in each respective cell while quoting their cost in online price bid: -

Item Sr.no.	Indicated at online format
Material Description	Indicated at online format
Quantity	Indicated at online format
Unit of measurement	Indicated at online format
Name of manufacturer / Distributor	Name of Manufacturer which is quoted to be indicated as listed in enclosure - I
Basic Unit Quoted Rate CIF Basis	To be quoted
MRP (which is inclusive of all taxes)	To be Indicated
GST (percentage)	To be quoted
Other Charges Per Unit (if any)	To be quoted, if applicable

Electronic Payment Mandate Form
(MDL Bank details)

Name of the Company/Firm	Mazagon Dock Shipbuilders Ltd
Address with Phone no.	Dockyard Road, Mumbai – 400010
E-Mail ID	
Phone No.	+91 22 23745310
Fax No.	
Particulars of Bank Account	
Name of the Bank	State Bank of India
Name of the Branch	Mazagon Dock Mumbai Branch
Branch Code	9054
Bank IFSC / NEFT Code	SBIN0009054
Bank Address	MBPT Workshop building, N.V Nakhwa Road, Mazagon - 400010
City Name	Mumbai
Telephone No. of Bank	+91 22 23752802
9 digit code no. of bank & branch appearing on the MICR cheque issued by your bank	400002120
Type of Account	Current Account
Account No.	10005255246
Income Tax PAN No.	AAACM8029J

GENERAL CONDITIONS OF CONTRACT (GCC) FOR GOODS AND SERVICES

The word 'Purchaser' refers to MAZAGON DOCK SHIPBUILDERS LIMITED, (MDL), a Company within the meaning of Companies Act, 2013 and it includes its successors or assignees. The word 'Bidder' (including the term 'tenderer', 'consultant' 'vendor' or 'service provider' in certain contexts) means any legal entity such as firm(s) of Proprietorship / Partnership Firm / Limited Liability Partnership / Private Limited / Limited company / Society registered under Society's Act / Statutory Bodies/ Consortium/ Joint Venture etc. participating in a procurement process. The word 'Owner' means the person or authority with whom Mazagon Dock Shipbuilders Limited (Purchaser) has contracted to carry out work in relation to which orders are placed by the Purchaser on the Bidder/Supplier/Contractor under this contract for supply or manufacture of certain items and would include Department of Defence Production, Ministry of Defence, Government of India, the Indian Navy, the Coast Guard and any other specified authority. Unless otherwise indicated specifically by the bidder / contractor in his bid, it shall be construed as his acceptance of all the conditions mentioned in this GCC.

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

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

3. GOVERNING LAWS AND JURISDICTION (Applicable for Goods and Services) 3.1 Governing Laws and Jurisdiction (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 (Applicable for Goods and Services) (a) IPR Rights All deliverables, outputs, plans, drawings, specifications, designs, reports, and other documents and software submitted by the contractor under this Contract shall become and remain

the property of MDL and subject to laws of copyright and must not be shared with third parties or reproduced, whether in whole or part, without MDL's prior written consent. The contractor shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to MDL, together with a detailed inventory thereof. The contractor may retain a copy of such documents and software but shall not use it for any commercial purpose. (b) Confidentiality All documents, drawings, samples, data, associated correspondence or other information furnished by or on behalf of MDL to the contractor, in connection with the contract, whether such information has been furnished before, during or following completion or termination of the contract, are confidential and shall remain the property of MDL and shall not, without the prior written consent of MDL neither be divulged by the contractor to any third party, nor be used by him for any purpose other than the design, procurement, or other services and work required for the performance of this Contract. If advised by MDL, all copies of all such information in original shall be returned on completion of the contractor's performance and obligations under this contract. (c) Secrecy If the Contract declares the subject matter of this Contract as coming under the Official Secrets Act, 1923 or if the contract is marked as "Secret", the contractor shall take all reasonable steps necessary to ensure that all persons employed in any connection with the contract, have acknowledged their responsibilities and penalties for violations under the Official Secrets Act and any regulations framed thereunder. (d) Obligations of the contractor (i) Without MDL's prior written consent, the contractor shall not use the information mentioned above except for the sole purpose of performing this contract. (ii) The contractor shall treat and mark all information as confidential (or Secret – as the case may be) and shall not, without the written consent of MDL, divulge to any person other than the person(s) employed by the contractor in the performance of the contract. Further, any such disclosure to any such employed person shall be made in confidence and only so far as necessary for such performance for this contract. (iii) Notwithstanding the above, the contractor may furnish to its holding company or its Subcontractor(s) such documents, data, and other information it receives from MDL to the extent required for performing the contract. In this event, the contractor shall obtain from such holding company/ Subcontractor(s) an undertaking of confidentiality (or secrecy – as the case may be) similar to that imposed on the contractor under the above clauses. (iv) The obligation of the contractor under sub-clauses above, however, shall not apply to information that: (aa) The contractor needs to share with the institution(s) participating in the financing of the contract; (ab) now or hereafter is or enters the public domain through no fault of Contractor; (ac) can be proven to have been possessed by the contractor at the time of disclosure and which was not previously obtained, directly or indirectly, from MDL; or (ad) otherwise lawfully becomes available to the contractor from a third party that has no obligation of confidentiality. (v) The above provisions shall not in any way modify any undertaking of confidentiality (or Secrecy – as the case may be) given by the contractor before the date of the contract in respect of the contract/ the Tender Document or any part thereof. (vi) The provisions of this clause shall survive completion or termination for whatever reason of the contract.

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

6. TRANSFER OF TITLE OF GOODS (Applicable for Goods) (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 (Applicable for Goods) (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 5% of the delayed Goods' or incidental Works/ Services' contract price(s). Besides liquidated damages during such a delay, the denial clause shall also apply. Any failure or delay by any sub-contractor, though their employment may have been sanctioned shall not be admitted as a ground for any extension of time or for exempting the contractor from liability for any such loss or damage as aforesaid.

8. DEFAULTS, BREACHES & TERMINATION OF CONTRACT (Applicable for Goods and Services) 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 subclause above, MDL if so decided, shall by written Notice of Termination for Default sent to the

contractor, terminate the contract in whole or in part, without compensation to the contractor. (ii) Such termination shall not prejudice or affect the rights and remedies, including under sub-clause below, which have accrued and/ or shall accrue to MDL after that. (iii) Unless otherwise instructed by MDL, the contractor shall continue to perform the contract to the extent not terminated. All warranty obligations, if any, shall continue to survive despite the termination. (d) Contractual Remedies for Breaches/Defaults or Termination for Default If there is an unsatisfactory resolution within this period, MDL shall take one; or more of the following contractual remedies. (i) Temporary withhold payments due to the contractor till recoveries due to invocation of other contractual remedies are complete. (ii) Call back any loaned property or advances of payment, if any, with the levy of interest at the prevailing rate (MIBID - Mumbai Interbank Bid Rate). (iii) Recover liquidated damages and invoke denial clause for delays. (iv) Encash and/ or Forfeit performance or other contractual securities. (v) Prefer claims against insurances, if any. (vi) Terminate contract for default, fully or partially including its right for Risk and Cost Procurement as per following sub-clause. (vii) Risk and Cost Procurement In addition to termination for default, MDL shall be entitled, and it shall be lawful on his part, to procure Goods same to those terminated, with such terms and conditions and in such manner as it deems fit at the "Risk and Cost" of the contractor. Such 'Risk and Cost Procurement' must be initiated (viz. AIP/PR/Tender) within six months from the termination of Contract. The Contractor shall be liable for any loss which MDL may sustain on that account provided the procurement, or, if there is an agreement to procure, such agreement is made. The Contractor shall not be entitled to any gain on such procurement, and the manner and method of such procurement shall be in the entire discretion of MDL. (Note: deleted being contrary to law). (Note: No contractor would give security after the termination of the contract) Note: Regarding the Goods which are not readily available in the market and where procurement difficulties are experienced, the period for making risk procurement shall be nine months instead of six months provided above. (viii) Initiate legal proceedings in a for the recovery of the losses and damages, not addressable by the above means.

9. CLOSURE OF CONTRACT (Applicable for Goods and Services) The contract shall stand closed upon successful performance of all obligations by the firm, including completion of warrantee obligations and final payment. If no claim is received within 03 years from last supplies/services, then no claim shall be entertained thereafter.

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

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

12. FREIGHT AND INSURANCE. (Applicable for Goods) (a) For Indigenous Bidders Bidder shall quote for 'Door Delivery to Purchaser,' all charges towards door delivery viz. transport, Insurance charges etc. shall be borne by the Bidder / Supplier / Contractor. (b) For Foreign Bidders For overseas bidders, bidder shall agree for supplying the goods on CIF/CIP, Incoterm basis. The Bidder / Supplier / Contractor shall immediately on despatch of the items, inform all relevant details of despatch such as Order Number, Bill of Lading/AWB Number marked as Freight Paid, Insurance policy/document, number of packages, value of consignment, invoice number etc. as per contractual terms.

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

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

16. REJECTION OF MATERIALS (Applicable for Goods) If the Goods, or any portion thereof of the equipment found defective / rejected, the Supplier / Contractor shall collect the same from MDL's 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 (Applicable for Goods and Services) Payment made under one order shall not be assigned or adjusted to any other order except to the extent agreed upon in writing by the Purchaser. During the currency of the contract, if any sum of money is payable by the Bidder / Supplier / Contractor the same shall be deducted from any sum then due or thereafter may become due to the Bidder / Supplier / Contractor under the contract or any other contract with the Purchaser.

18. INDEMNIFICATION (Applicable for Goods and Services) The Bidder / Supplier / Contractor, his employees, 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 (Applicable for Goods and Services) The Bidder / Supplier / Contractor shall not either wholly or partly sell, transfer, assign or otherwise dispose of the rights, liabilities and obligations under the contract between him and the Purchaser without prior consent of the Purchaser in writing.

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

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

22. AGENTS/AGENCY COMMISSION (Applicable for Goods and Services) The seller confirms and declares to the buyer that the seller is the original manufacturer or authorized distributor/stockiest of original manufacturer of the goods referred to in this contract and has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommended to the Buyer or any of its functionaries, whether officially or unofficially , to the award of the Contract / Purchase order to the Seller; nor has any amount been paid, promised or intended to be paid to

any such individual or firm in respect of any such intercession, facilitation or recommendation. The Seller agrees that if it is established at any time to the satisfaction of the Buyer that the present declaration is in any way incorrect or if at a later stage it is discovered by the Buyer that the Seller has engaged any such individual/firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this Contract / Purchase order, the Seller will be liable to refund that amount to the Buyer. The seller will also be debarred from participation in any RFQ/Tender for new projects/program with Buyer for a minimum period of five years. The buyer will also have a right to consider cancellation of the Contract either wholly or in part, without any entitlement or compensation to the Seller who shall in such event be liable to refund all payments made by the buyer in terms of the Contract along with interest at the rate of 2% per annum or 6% whichever is higher above LIBOR (London Inter Bank Offer Rate) (for foreign vendors) and base rate of SBI plus 2% (for Indian Vendors). The Buyer will also have the right to recover any such amount from any contracts concluded earlier with Buyer.

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

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

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

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

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

28. DISPUTE RESOLUTION MECHANISM AND ARBITRATION (Applicable for Goods and Services) (a) Dispute resolution mechanism(DRM) (i) Any dispute/differences between the parties arising out of and in connection with the contract shall be settled amicably by mutual negotiations

at HoS/HoD level. (ii) In case of non-settlement by (i) above, if at any time, before, during or after the contract period any unsettled claim, dispute or difference arose between the parties, upon or in relation to or in connection with or in any way touching or concerning this tender/agreement/order/contract, the same shall be referred to the concerned Functional Director. The Functional Director shall then nominate an Executive of the rank of General Manager whom he thinks fit and competent or a Committee of Executives who/which shall then scrutinise the claims/disputes that have been referred to the concerned functional Director and make efforts for amicable settlements by mutual discussions/negotiations. (iii) In case no amicable settlement is arrived by (ii) above within a period of three months, then the contractor shall approach Public Grievance Cell and address the disputes as per the provisions made under the relevant clause of the contract. (iv) In case the issues/disputes do not get settled within a period of six months from the date of submission of the dispute to the Grievance Cell, then the contractor may invoke Arbitration Clause of the contract. (b) Arbitration (Applicable for Goods and Services) Unresolved disputes/differences, if any, shall then be settled by Arbitration. The Arbitration proceedings shall be conducted at Mumbai, India, in English Language, under the Arbitration and Conciliation Act, 1996 as amended from time to time and the rules thereunder. MDL prefers to have arbitration through Institutes such as Indian Council of Arbitration (ICA)/ICA-DR, Mumbai Centre for International Arbitration, International Chamber of Commerce (ICC), Singapore International Arbitration Centre (SIAC) with the mutual consent of the parties. In case of unresolved difference/dispute between the Purchaser and Supplier, being Central Public Sector Enterprises/Central Govt. departments, the disputes shall be resolved firstly through mutual discussion or through the empowered agencies of the Govt. or through arbitration by reference by either party to the department of Public Enterprises, as per extant guidelines. If disputes/differences remain unresolved/unexecuted, the same shall be referred first to the Cabinet Secretariat and then, if necessary to the PMO. Any changes to arbitration clause must be vetted by HOD (Legal) before incorporation in contract/PO.

29. JURISDICTION OF COURTS (Applicable for Goods and Services) All contracts shall be deemed to have been wholly made in Mumbai and all claims there under are payable in Mumbai City and it is the distinct condition of the order that no suit or action for the purpose of enforcing any claim in respect of the order shall be instituted in any Court other than that situated in Mumbai City, Maharashtra State, India i.e. courts in Mumbai 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(Applicable for Services) Contractor / Bidder shall obtain licence under Section 12 and 13 of the Contract Labour (Regulation and Abolition) Act, 1970 and rules made there under and the same should be 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 (Applicable for Services) The Contractor / Bidder shall pay to his employees not less than the minimum wages and allowances applicable to the Engineering Industry as notified from time to time by the Central Government or the State Government whichever is higher under the Minimum Wages Act. Contractor / Bidder shall be responsible for timely payment of wages of all his employees engaged in the Purchaser's Yard, not less than the prescribed minimum wages in each case and without any deductions of any kind, except as specified by Government or permissible under the Payment of Wages Act. The Contractor / Bidder must settle all the pending dues of the employees i.e. arrears of wages, proportionate leave wages, proportionate bonus payment, etc. Before winding up the site, the Contractor / Bidder shall pay all terminal dues to his employees such as Notice pay, Gratuity, Retrenchment compensation, etc.

32. BONUS ACT (Applicable for Services) The Contractor / Bidder shall pay to his eligible employees a Statutory Bonus as per 'Payment of Bonus Act' at the rate prescribed by the Statutory Authorities from time to time.

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

34. EMPLOYEES' PROVIDENT FUNDS AND MISCELLANEOUS PROVISIONS ACT, 1952 (Applicable for Services) The Contractor / Bidder, where applicable, shall cover his employees deployed in the Purchaser's Yard (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 nos 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 (Applicable for Services) The Contractor / Bidder should also cover all the eligible contract labourers working on MDL jobs, under the Employees' State Insurance Act and Scheme by furnishing necessary returns to appropriate authority and pay both employees' and employers' contributions in respect of these employees to the concerned authorities within 20 days from the close of every month. The contractor shall produce copy of R. D. F. duly acknowledged by ESI local office for confirmation that the workmen are covered under ESI Act and Scheme. Contractor / Bidder should produce proof of such remittances to Corporate Personnel Department of MDL along with full details of contributions etc. within 25 days from the close of month. He shall also give an undertaking that he will not engage any one on our work who is not duly covered under the said Act and Scheme. The contract employees who are out of coverage of ESI Act and Scheme should be covered under Group Insurance Policy linked with workman compensation Act. Those Bidders / contractors do not have their ESI Code No.; they should submit documentary evidence of application for obtaining ESI Code no to Corporate Personnel Department.

36. SAFETY (Applicable for Goods & Services) The Contractor / Bidder must observe all safety precautions in connection with the work to be performed by him, his agents or labourers. In the event of any accident happening in our yard resulting in loss of lives or otherwise damaging any part of the property, the contractor shall be required to make good the loss to the Company and shall be responsible for all consequences that follow from the loss and / or injuries to the persons involved in such accidents. The standard of safety to be observed in the Company shall be decided by the Executive-in-Charge Safety, or any Executive appointed for the purpose before the commencement of work in the yard. It will be essential for contractor to ascertain the standard precautions which contractor is required to observe in discharging his work as per the standards prevalent in MDL. The decision of MDL in matters concerning Safety shall be final and binding on the contractor. The Contractor / Bidder shall be required to provide his workmen with Boiler Suits of any suitable colour other than blue or white, with the Name of the Contractor in prominent letters on the boiler suits along with personal protection gears like safety shoes, hand gloves etc. workmen of the Contractor

/ Bidder must wear throughout their working while in the premises of MDL. Contractor's workmen working without safety gears are to be disallowed for work.

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

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

ILLUSTRATION OF LOADING CRITERIA**A.**

Sr No	Description	Foreign Vendor 100% import content	Indigenous vendor with part import content	Indigenous vendor without import content
1.	Basic Price Quoted	a) FOB b) CIF	a) Ex-works b) Delivered to MDL Stores	a) Ex-works b) Delivered to MDL Stores
2.	Add : Insurance Charges	In case of 1(a)	In case of 1(a)	In case of 1(a)
3.	Add Sea / Air Freight charges / Inland Road Transport	In case of 1(a)	In case of 1(a)	In case of 1(a)
4.	Customs Clearance / Port Handling / Transportation to Yard	In either case i.e. FOB or CIF	Nil	Nil
5.	Cost (ex-MDL) excluding taxes & duties without loading towards any deviation.	Sr. Nos. (1+2+3+4) if FOB price quoted OR CIF price + Sr. No. 4	Sr. Nos. (1+2+3)	Sr. Nos. (1+2+3)

B. Financial Loadings:

6.	Variation in payment terms			
7.	Income tax & Service tax on Technical Services / Service Engineers liability to MDL.			
8.	Production Norms such as Scrap %, output - input ratio			
9.	Base date for price variation clause			
10.	Cost (ex-MDL) excluding taxes & duties after loading for variation in financial term.	Sr. Nos. 5 + 6 + 7 + 8 + 9		

C. Loading on Account of deviations in following commercial terms:

11.	Security deposit / Contract performance guarantee			
12.	Equipment performance guarantee			
13.	Additional delivery period sought over stipulated period as per tender			
14.	Additional time sought for supplying binding data			
15.	Liquidated damages per week rate / maximum ceiling			
16.	Warranty / Guarantee			
17.	Cost (ex-MDL) excluding taxes & duties after loading for variation in financial and commercial term.	16	Sr. Nos. 10 + 11 + 12 + 13 + 14 + 15 +	

D. Landed cost:

18.	Taxes and Duties			
19.	Landed Cost	Sr. Nos. 17+18		

Evaluated cost for the purpose of ranking and evaluation will be as per landed cost worked out as per Sr. No. 19

MAZAGON DOCK SHIPBUILDERS LTD
DOCKYARD ROAD
MUMBAI 400010

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

NAME OF BANK A/C HOLDER: **MAZAGON DOCK SHIPBUILDERS LTD**

BANK AND BRANCH : **STATE BANK OF INDIA, MAZAGON BRANCH, MUMBAI**

BANK ACCOUNT NO : **10005255246**

IFSC CODE : **SBIN0009054**

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

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

Date of Remittance	Name of Firm	UTR No.	MDL tender/PO. Ref No.	Nature of Remittance viz. EMD/SD etc.	Amount Remitted (Rs.)

Signature of Vendor/Representative

3. SAP Parked document No: _____ Date: _____
(To be filled in by MDL's Commercial Executive)

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

Instructions to the Bidders for uploading the Techno-Commercial Bid and the Price Bid through E-Procurement Portal:

- **Official service provider for the website is**

NIC,
E-mail: eproc-support@gov.in
Office Ph. No.: 0120-4200462, 0120-4001002,

- **Pre-requisites for up-loading the Techno-Commercial Bid**

- (i) Compatible computer hardware software set-up to access e-procure website.
- (ii) "Digital Signature Certificate" class II B (DSC) is a must for downloading the tender and uploading the techno commercial offer from our website <https://eprocuremdl.nic.in>.
- (iii) "Digital Signature Certificate" class III B (DSC) can be obtained from our service provider n-code solutions or from any agency like (a) MTNL (b) TCS (c) SIFY.

- **To ensure availability of above prerequisite is bidders responsibility**

- (i) It is mandatory to upload the complete techno-commercial offer and the price bid on e-procurement.
- (ii) No part of the bid other than original EMD (if applicable) shall be accepted physically / hard copy outside e-procurement.
- (iii) Price bids shall strictly be uploaded in appropriate / allotted place in the tender, available in e-procurement so that it remains secured encrypted unreadable in the system.
- (iv) In no circumstances, the price bids shall be forwarded or uploaded in any other form.
- (v) Entire responsibility of the uploading of the complete techno-commercial bid along with the price bid shall be that of the bidder.
- (vi) No request / complaint shall be entertained after the due date/time of the tender.
- (vii) Non availability of any of the prerequisites or last minute calls seeking clarifications / projecting problems shall not entitle a bidder to seek request for extension of due date.
- (viii) Any problem with regard to uploading of the tender to shall be intimated NIC at least 24 hours in advance to the tender closing time & date. However, it will not be considered as reason for extension of due date of the tender.
- (ix) Request for extension, if at all to be made, shall be forwarded at least 3 working days in advance to the tender closing date / time with proper reasoning. The request shall be put up to the competent authority for consideration on the merit of the case. MDL reserves all rights in this regard & decision of MDL shall be binding to the applicant.

It is important to note that the bidders can upload their bids right from the time the tender is available at website. It is advisable that the bidder uploads the bid well in time rather than wait till last minute to avoid situations wherein he is unable to successfully upload the bid for various reasons which cannot be addressed then due to lack of time.

- **Special instructions to Bidders for online bidding:**

- (i) Bidders should login well in advance to enable them to complete their bid submission before the closing time of the tender.
- (ii) Bidders should submit their bid well in advance to avoid last minute frantic calls.
- (iii) Bidders should follow all the instructions enlisted on the front page of e-procure web page.
- (iv) Bidders should ensure Hardware & Software compatibility as well as Digital Signature available on front page of e-procure web site. Request for extension of due date shall not be entertained due to non-availability of these tools.

- **Bidders to participate in on-line bidding**

- (i) By registering with above referred portal for User ID and password.
- (ii) By obtaining class II DSC (Digital Signature Certificate) for secured bidding

NOTE: In case any vendor intending to respond against the tender and is not having the DSC to facilitate uploading of his bid, should approach the Service Provider at least 10 working days in advance of the tender closing date requesting DSC. The request so made to the Service Provider should simultaneously be forwarded to MDL Dealing Officer. In case the DSC is not received within 3 to 4 working days, the GM (M) be informed and the DSC if not received from the Service Provider three working days in advance, for suitable extension to tender closing date then only the tender due date shall be considered.

PROFORMA BANK GUARANTEE FOR SECURITY DEPOSIT

(ILLUSTRATIVE FORMAT)

(On Non-Judicial stamp paper of value Rs. 500/- . However, the value of stamp paper to be confirmed

from Legal Department, MDL.)

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

PROFORMA BANK GUARANTEE FOR BID BOND / EMD

(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 Company" 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 agreed to accept the Earnest Money Deposit (EMD) of Rs------(Rupees-----only) in the form of Bank Guarantee from Messers a partnership firm/sole proprietor business/a company registered under the Companies Act, 1956 having its office at(hereinafter called " the tenderer" 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) for participating in the Tender no.....dated..... (hereinafter called "the tender" which expression shall include any amendments/alterations to "the tender" issued by "the Company") for the supply, delivery at site, installation and commissioning of certain equipment, item/services/civil works etc., We, Bank having office at (hereinafter referred to as "the Bank" which expression shall includes its successors and assigns) hereby agree to pay to the Company without any demur on first demand an amount not exceeding Rs..... (Rupees.....only) against any loss or damage, costs, charges and expenses caused to or suffered by the Company by reason of non performance and non-fulfilment or for any breach on the part of the tenderer of any of the terms and conditions of the said tender.

2. We, Bank further agree that the Company shall be sole judge whether the said tenderer has failed to perform or fulfil the said tender in terms thereof or committed breach of any terms and conditions of the tender the extent of loss, damage, cost, charges and expenses suffered or incurred or would be suffered or incurred by the Company on account thereof and we waive in the favour of the Company 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 Company 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 Company the amount so demanded on first demand and without any demur notwithstanding any dispute raised by the tenderer 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 Company that the Company shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the

terms and conditions of the said tender/or to extend time of performance by the tenderer from time to time
or to postpone for any time to time any of the powers exercisable by the Company against the tenderer and
to forbear to enforce any of the terms and conditions relating to the tender and we shall not be relieved
from our liability by reason of any such variation or extension being granted to the tenderer or for any
forbearance, act or omission on the part of the Company or any indulgence by the Company to the tenderer
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 Company 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 tenderer or dissolution or winding up of the
business of
the tenderer.

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

INTEGRITY PACT

Mazagon Dock Shipbuilders Limited (MDL) hereinafter referred to as "The Principal/Buyer"
And.....hereinafter referred to as "The Bidder/ Contractor"

PREAMBLE

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

Section 1 - Commitments of the Principal/Buyer:

(1) The Principal/Buyer commits itself to take all measures necessary to prevent corruption and to observe the following principles:

a) No employee of the Principal/Buyer, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

b) The Principal/Buyer will during the tender process treat all Bidder(s) with equity and reason. The Principal/Buyer will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

c) The Principal/Buyer will exclude from the process all known prejudiced persons.

d) The Principal/Buyer undertakes to scrupulously follow the tender containing General Conditions of Contract (GCC) in respect of procurement contracts for goods, services and civil works.

(2) If the Principal/Buyer obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti Corruption Laws of India, or if there be a substantive suspicion in this regard, the Principal/Buyer will inform the Chief Vigilance Officer, MDL and in addition can initiate disciplinary actions.

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

(1) The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

a) The Bidder(s)/Contractor(s) will not, directly or through any other persons or firm, offer promise or give to any of the Principal/Buyer's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage or any kind whatsoever during the tender process or during the execution of the contract.

b) The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant Anti-Corruption Laws of India; further the Bidder(s)/Contractor(s) will not use improperly,

for purposes of competition or personal gain, or pass on to other, any information or document provided by the Principal/Buyer as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. All payments made to the Indian Agent/representative have to be in Indian Rupees only. Further details as mentioned in the "Guidelines of Indian Agents of Foreign suppliers" shall be disclosed by the Bidders(s)/Contractor(s). Copy of the "Guidelines on Indian Agents of Foreign Suppliers" as annexed and marked as Annexure-A.

e) The Bidder(s)/Contractor(s) will when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

f) The Bidder (s)/Contractor(s), their agents, representatives shall not do such things so as to interfere with the procedures laid down in the Principal/Buyer's tender containing the General Conditions of Contract (GCC) in respect of procurement contracts for goods, services and civil works.

g) The Bidder commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

(2) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

If the Bidder(s)/Contractor(s) before contract award or during execution of Contract has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility as Bidder(s) in question, the Principal/Buyer is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or to terminate the contract, if already signed for such reason, as per the procedure mentioned in the "Guidelines on Banning of business dealings" Copy of the "Guidelines on Banning of business dealings" is annexed and marked as Annexure-B.

1) If the Bidder(s)/Contractor(s) has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal/Buyer is entitled also to exclude the Bidder(s)/Contractor(s) from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder(s) and the amount of the damage. The exclusion will be imposed for a minimum of six months and maximum of five years, which may be further extended at the discretion of the Principal/Buyer.

2) A transgression is considered to have occurred, if the Principal/Buyer after due consideration of the available evidence, concludes that no reasonable doubt is possible.

3) The Bidder (s) accepts and undertakes to respect and uphold the Principal/Buyer's absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining legal advice.

4) If the Bidder(s)/Contractor(s) can prove that he has restored/ recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Buyer may revoke the exclusion prematurely.

Section 4 – Sanctions for Violation:

(1) Any breach of the aforesaid provisions by the Bidder or any one employed by him or acting on his behalf (whether with or without the knowledge of the Bidder) or the commission of any offence by the Bidder or any one employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act 1988 or any other Act enacted for the prevention of corruption shall entitle the Principal/Buyer to take all or any one of the following actions, wherever required –

a) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the Bidder. However, the proceedings with the other Bidder (s) would continue.

b) The Earnest Money Deposit/Security Deposit/Performance Bond shall stand forfeited either fully or partially, as decided by the Principal/Buyer, and the Principal/Buyer shall not be required to assign any reason there for.

c) To immediately cancel the contract, if already signed, without giving any compensation to the Bidder.

d) To recover all sums already paid by the Principal/Buyer, in case of an Indian Bidder with interest thereon at 2% higher than the prevailing Base Rate of SBI, and in case of a Bidder from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the Bidder from the Buyer in connection with any other contract for any other Defence stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.

e) To en-cash the advance Bank Guarantee and Performance Bond/Warranty bond, if furnished by the Bidder, in order to recover the payments, already made by the Principal/Buyer, along with interest.

f) To cancel all or any other contracts with the Bidder.

g) To debar the Bidder from entering into any bid from Principal/Buyer for a minimum period of five years, which may be further extended at the discretion of the Principal/Buyer.

h) To recover all sums paid in violation of this Pact by Bidder(s) to any middleman or agent or broker with a view to securing the contract.

i) If the Bidder or any employee of the Bidder or any person acting on behalf of the Bidder, either directly or indirectly, is closely related to any of the officers of the Buyer, or alternatively, if any close relative of an officer of the Buyer has financial interest/stake in the Bidder's firm, the same shall be disclosed by the Bidder at the time of filing of tender. Any failure to disclose the interest involved shall entitle the Buyer to rescind the contract without payment of any compensation to the Bidder. The term 'close relative' for this purpose would mean spouse whether residing with the Principal/Buyer's employee/employees or not, but not include a spouse separated from the Principal/Buyer's employee/employees by a decree or order of a competent court; son or daughter or step son or step daughter and wholly dependent upon Principal/Buyer's employee/employees, but does not include a child or step child who is no longer in any way dependent upon the Principal/Buyer's employee/employees or of whose custody the Principal/Buyer's employee/employees has been deprived of by or under any law; any other person related, whether by blood or marriage, to the Principal/Buyer's employee/employees or to the Principal/Buyer's employee/employees wife or husband and wholly dependent upon Principal/Buyer's employee/employees.

j) The Bidder shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the Principal/Buyer, and if he does so, the Principal/Buyer shall be entitled forthwith to rescind the contract and all other contracts with the Bidder. The Bidder shall be liable

to pay compensation for any loss or damage to the Principal/Buyer resulting from such rescission and the Principal/Buyer shall be entitled to deduct the amount so payable from the money(s) due to the Bidder.

k) In cases where Irrevocable Letters of Credit have been received in respect of any contract signed by the Principal/Buyer with the Bidder, the same shall not be opened.

(2) The decision of the Principal/Buyer to the effect that a breach of the provisions of this Integrity Pact has been committed by the Bidder shall be final and binding on the Bidder, however, the same Bidder can approach the Monitor(s) appointed for the purposes of this Pact.

Section 5 - Previous Transgression:

(1) The Bidder declares that no previous transgressions occurred in the last three years with any other company in any country conforming to the anti-corruption approach or with any other public sector enterprise in India that could justify his exclusion from the tender process.

(2) If the bidder makes incorrect statement on this subject, he can be disqualified from the tender process or further action can be taken.

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

(1) The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this integrity Pact, and to submit it to the Principal before contract signing.

2) The Principal/Buyer will enter into agreements with identical conditions as this one with all bidders, contractors and subcontractors.

(3) The Principal/Buyer will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

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

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

Section 8 - Independent External Monitor/Monitors:

(1) The Principal/Buyer appoints competent and credible independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively whether and to what extent the parties comply with the obligations under this agreement.

(2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairman & Managing Director of the Principal/Buyer.

(3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all project documentation of the Principal/Buyer including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality.

(4) The Principal/Buyer will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on

the contractual relations, between the Principal/Buyer and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

(5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal/Buyer and request the Management to discontinue or take corrective action, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. However, the Monitor shall give an opportunity to the Bidder(s)/Contractor(s) to present its case before making its recommendation to the Principal/Buyer.

(6) The Monitor will submit a written report to the Chairman & Managing Director of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the Principal/Buyer and, should the occasion arise, submit proposals for correcting problematic situations.

(7) Monitor shall be entitled to compensation on the same terms as being extended to / provided to Independent Directors on the Board of Principal/Buyer.

(8) If the Monitor has reported to the Chairman & Managing Director of the Principal, a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India and the Chairman & Managing Director of the Principal/Buyer has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

(9) The word 'Monitor' would include both singular and plural.

Section 9 - Pact Duration:

This pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract and for all other Bidders 06 months after the contract has been awarded.

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above unless it is discharged / determined by Chairman & Managing Director of the Principal/Buyer.

Section 10 - Other provisions:

(1) This agreement is subject to Indian Law, place of performance and jurisdiction is the Registered Office of the Principal/Buyer, i.e. Mumbai (For MDL). The Arbitration clauses provided in the main tender document/ contract shall not be applicable for any issue/dispute arising under this Integrity pact.

(2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

(3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

(4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

Section 11 – Fall Clause: #

"The Bidder undertakes that it has not supplied/is not supplying similar products/ systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/systems or sub systems was supplied by the Bidder to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance of elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the Bidder to the Principal/Buyer, if the contract has already been concluded."

For & on behalf of For & on behalf of

MAZAGON DOCKSHIPBUILDERS LIMITED Bidder/Contractor

(Office Seal) (Office Seal)

Place _____

Date _____

Witness 1:
(Name & Address)

Witness 2:
(Name & Address)

GUIDELINES FOR INDIAN AGENTS OF FOREIGN SUPPLIERS

1.0 There shall be compulsory registration of agents for all Global (Open) Tender and Limited Tender. An agent who is not registered with MDL shall apply for registration.

1.1 An agent shall represent only one Foreign Supplier and not represent two suppliers or quote on their behalf in the same tender.

However, either the Indian Agent on behalf of the Foreign Suppliers (also includes foreign manufacturers) or the Foreign Suppliers (also includes foreign manufacturers) directly could bid in a tender, but not both. In cases where an agent participates in a tender on behalf of one manufacturer, shall not quote on behalf of another manufacturer along with the first Manufacturer in a subsequent/parallel tender for the same item.

1.2 Registered agents will file an authenticated Photostat copy duly attested by a Notary Public/Original certificate of the principal confirming the agency agreement and giving the status being enjoyed by the agent and the commission/remuneration/salary/ retainer ship being paid by the principal to the agent before the placement of order by MDL.

1.3 Wherever the Indian representatives have communicated on behalf of their principals and the foreign parties have stated that they are not paying any commission to the Indian agents, and the Indian representative is working on the basis of salary or as retainer, a written declaration to this effect should be submitted by the party (i.e. Principal) before finalizing the order.

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

2.1 Tenderers of Foreign nationality shall furnish the following details in their offer:

2.1.1 The name and address of the agents/representatives in India, if any and the extent of authorization and authority given to commit the Principals. In case the agent/representative be a foreign Company, it shall be confirmed whether it is real substantial Company and details of the same shall be furnished.

2.1.2 The amount of commission/remuneration included in the quoted price(s) for such agents/representatives in India.

2.1.3 Confirmation of the Tenderer that the commission/ remuneration if any, payable to his agents/ representatives in India, may be paid by MDL in Indian Rupees only.

2.2 Tenderers of Indian Nationality shall furnish the following details in their offers:

2.1.1 The name and address of the foreign principals indicating their nationality as well as their status, i.e, whether manufacturer or agents of manufacturer holding the Letter of Authority of the Principal specifically authorizing the agent to make an offer in India in response to tender either directly or through the agents/representatives.

2.2.2 The amount of commission/remuneration included in the price (s) quoted by the Tenderer for himself.

2.2.3 Confirmation of the foreign principals of the Tenderer that the commission/remuneration, if any, reserved for the Tenderer in the quoted price (s), may be paid by MDL in India in equivalent Indian Rupees on satisfactory completion of the Project or supplies of Stores and Spares in case of operation items.

2.3 In either case, in the event of contract materializing, the terms of payment will provide for payment of the commission /remuneration, if any payable to the agents/representatives in India in Indian Rupees on expiry of 90 days after the discharge of the obligations under the contract.

2.4 Failure to furnish correct and detailed information as called for in paragraph-2.0 above will render the concerned tender liable to rejection or in the event of a contract materializing, the same

liable to termination by MDL. Besides this there would be a penalty of banning business dealings with MDL or damage or payment of a named sum.

Annexure-B to IP

GUIDELINES ON BANNING OF BUSINESS DEALINGS

CONTENTS

Sr. Description

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

1. Introduction

1.1 Mazagon Dock Shipbuilders Limited (MDL), being a Public Sector Enterprise and 'State', within the meaning of Article 12 of Constitution of India, has to ensure preservation of rights enshrined in Chapter III of the Constitution. MDL as also to safeguard its commercial interests. MDL deals with Agencies, who have a very high degree of integrity, commitments and sincerity towards the work undertaken. It is not in the interest of MDL to deal with Agencies who commit deception, fraud or other misconduct in the execution of contracts awarded / orders issued to them. In order to ensure compliance with the constitutional mandate, it is incumbent on MDL to observe principles of natural justice before banning the business dealings with any Agency.

1.2 Since banning of business dealings involves civil consequences for an Agency concerned, it is incumbent that adequate opportunity of hearing is provided and the explanation, if tendered, is considered before passing any order in this regard keeping in view the facts and circumstances of the case.

2. Scope

2.1 MDL reserves its rights to remove from list of approved suppliers / contractors or to ban business dealings if any Agency has been found to have committed misconduct and also to suspend business dealings pending investigation.

2.2 Similarly, in case of sale of material there is a clause to deal with the Agencies / customers / buyers, who indulge in lifting of material in unauthorized manner.

2.3 However, absence of such a clause does not in any way restrict the right of MDL to take action/ decision under these guidelines in appropriate cases.

2.4 The procedure of (i) Removal of Agency from the List of approved suppliers / contractors; (ii) Suspension and (iii) Banning of Business Dealing with Agencies, has been laid down in these guidelines.

2.5 These guidelines apply to all the Divisions/Yards of MDL.

2.6 It is clarified that these guidelines do not deal with the decision of the Management not to entertain any particular Agency due to its poor / inadequate performance or for any other reason.

2.7 The banning shall be with prospective effect, i.e., future business dealings.

3. Definitions

In these Guidelines, unless the context otherwise requires:

i) 'Bidder / Contractor / Supplier / Purchaser / Customer' shall mean and include a public limited company or a private limited company, a firm whether registered or not, an individual, a cooperative society or an association or a group of persons engaged in any commerce, trade, industry, etc. 'Bidder / Contractor / Supplier / Purchaser / Customer' in the context of these guidelines is indicated as 'Agency'.

ii) 'Inter-connected Agency' shall mean two or more companies having any of the following features:

a) If one is a subsidiary of the other.

b) If the Director(s), Partner(s), Manager(s) or Representative(s) are common;

c) If management is common;

d) If one owns or controls the other in any manner;

iii) 'Competent Authority' and 'Appellate Authority' shall mean the following:

a) Functional Director shall be the 'Competent Authority' for the purpose of these guidelines. CMD, MDL shall be the 'Appellate Authority'.

b) CMD, MDL shall have overall power to take suo-moto action on any information available or received by him and pass such order(s) as he may think appropriate, including modifying the order(s) passed by any authority under these guidelines.

iv) 'Investigating Department' shall mean any Department or Unit investigating into the conduct of the Agency and shall include the Vigilance Department, Central Bureau of Investigation, the State Police or any other department set up by the Central or State Government having powers to investigate.

v) 'List of approved Agencies – Bidder / Contractors / Suppliers / Purchasers / Customers shall mean and include list of approved / registered Agencies - Bidder / Contractors / Suppliers / Purchasers / Customers, etc.

4. Initiation of Banning / Suspension

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

5. Suspension of Business Dealings

5.1 If the conduct of any Agency dealing with MDL is under investigation by any department, the Competent Authority may consider whether the allegations under investigation are of a serious nature and whether pending investigation, it would be advisable to continue business dealing with the Agency. If the Competent Authority, after consideration of the matter including the recommendation of the Investigating Department, if any, decides that it would not be in the interest to continue business dealings pending investigation, it may suspend business dealings with the Agency. The order to this effect may indicate a brief of the charges under investigation.

If it is decided that inter-connected Agencies would also come within the ambit of the order of suspension, the same should be specifically stated in the order. The order of suspension would operate for a period not more than six months and may be communicated to the Agency as also to the Investigating Department. The Investigating Department may ensure that their investigation is completed and whole process of final order is over within such period.

5.2 The order of suspension shall be communicated to all Commercial Departmental Heads. During the period of suspension, no business dealing may be held with the Agency.

5.3 As far as possible, the existing contract(s) with the Agency may continue unless the Competent Authority, having regard to the circumstances of the case, decides otherwise.

5.4 If the gravity of the misconduct under investigation is very serious and it would not be in the interest of MDL, as a whole, to deal with such an Agency pending investigation, the Competent Authority may order suspension of business dealing with Agency and send his recommendation to Chief Vigilance Officer (CVO), MDL along with the material available, copy of which may be issued to the Agency concerned with intimation to CVO MDL. Such an order would operate for a period of six months from the date of issue.

5.5 If the Agency concerned asks for detailed reasons of suspension, the Agency may be informed that its conduct is under investigation. It is not necessary to enter into correspondence or argument with the Agency at this stage.

5.6 It is not necessary to give any show-cause notice or personal hearing to the Agency before issuing the order of suspension. However, if investigations are not complete in six months' time, the Competent Authority may extend the period of suspension by another three months, during which period the investigations must be completed.

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

6.1 If the security consideration, including questions of loyalty of the Agency to the State, so warrants;

6.2 If the Director / Owner of the Agency, proprietor or partner of the firm, is convicted by a Court of Law for offences involving moral turpitude in relation to its business dealings with the Government or any other public sector enterprises or MDL, during the last five years;

6.3 If there is strong justification for believing that the Directors, Proprietors, Partners, owner of the Agency have been guilty of malpractices such as bribery, corruption, fraud, substitution of tenders, interpolations, etc;

6.4 If the Agency continuously refuses to return / refund the dues of MDL without showing adequate reason and this is not due to any reasonable dispute which would attract proceedings in arbitration or Court of Law;

6.5 If the Agency employs a public servant dismissed / removed or employs a person convicted for an offence involving corruption or abetment of such offence;

6.6 If business dealings with the Agency have been banned/blacklisted by Government Agencies/ Statutory bodies, DGQA, Defence Shipyards, DPSUs or with whom commercial transactions have been suspended for sufficient and justifiable reasons. If the Agency having same promoters/Directors /Partners as the barred/blacklisted Company as at 6.6 above for the duration for which the barring/ blacklisting of sister concern persists.

6.7 If the Agency has resorted to Corrupt, fraudulent practices including misrepresentation of facts;

If the agency who had fraudulently dealt with the Company for pecuniary gains or had connived with dealing officers for mutual benefit.

6.8 If the Agency uses intimidation / threatening or brings undue outside pressure on the MDL or its official in acceptance / performances of the job under the contract;

6.9 If the Agency indulges in repeated and / or deliberate use of delay tactics in complying with contractual stipulations;

6.10 Wilful indulgence by the Agency in supplying sub-standard material irrespective of whether pre-dispatch inspection was carried out by MDL or not;

6.11 Based on the findings of the investigation report of CBI / Police against the Agency for malafide / unlawful acts or improper conduct on his part in matters relating to the MDL or

even otherwise;

6.12 Established litigant nature of the Agency to derive undue benefit;

6.13 Continued poor performance of the Agency in several contracts;

6.14 If the Agency misuses the premises or facilities of the MDL, forcefully occupies, tampers or damages the Company's properties including land, water resources, forests / trees, etc.

If the Agency who knowingly collude to defeat competition with the aim of deriving undeserved profit or gain from doing business with MDL.

(Note: The examples given above are only illustrative and not exhaustive. The Competent Authority may decide to ban business dealing for any good and sufficient reason).

7. Banning of Business Dealings

7.1 Decision to ban business dealings with any Agency would apply throughout the Company.

7.2 There will be a Standing Committee to be appointed by the CMD which may include HOD of respective Commercial Section/Capital Works/OTS, HOD (M), rep of Legal Dept. and OIC (SR&R) for processing the cases of "Banning of Business Dealings". The functions of the committee shall, inter-alia include:

i) To study the report of the Investigating Agency and decide if a prima-facie case for banning exists, if not, send back the case to the Competent Authority.

ii) To recommend for issue of show-cause notice to the Agency by the concerned department.

iii) To examine the reply to show-cause notice and call the Agency for personal hearing, if required.

iv) To submit final recommendation to the Competent Authority for banning or otherwise.

7.3 If the Competent Authority is prima-facie of view that action for banning business dealings with the Agency is called for, a show-cause notice may be issued to the Agency as per paragraph 9.1 and an enquiry held accordingly.

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

8.1 If the Competent Authority decides that the charge against the Agency is of a minor nature, it may issue a show-cause notice as to why the name of the Agency should not be removed from the list of approved Agencies - Suppliers / Contractors, etc.

8.2 The effect of such an order would be that the Agency would not be disqualified from competing in Open Tender Enquiries but LTE may not be given to the Agency concerned.

8.3 Past performance of the Agency may be taken into account while processing for approval of the Competent Authority for awarding the contract.

9. Show-cause Notice

9.1 In case where the Competent Authority decides that action against an Agency is called for, a show-cause notice has to be issued to the Agency. Statement containing the imputation of misconduct or misbehavior may be appended to the show-cause notice and the Agency should be asked to submit within 15 days a written statement in its defence.

9.2 If the Agency requests for inspection of any relevant document in possession of MDL,

necessary facility for inspection of documents may be provided.

9.3 The Competent Authority may consider and pass an appropriate speaking order:

- a) For exonerating the Agency if the charges are not established;
- b) For removing the Agency from the list of approved Suppliers / Contactors, etc.
- c) For banning the business dealing with the Agency.

9.4 If it decides to ban business dealings, the period for which the ban would be operative may be mentioned. The order may also mention that the ban would extend to the interconnected Agencies of the Agency.

10. Appeal against the Decision of the Competent Authority

10.1 The Agency may file an appeal against the order of the Competent Authority banning business dealing, etc. The appeal shall lie to Appellate Authority. Such an appeal shall be preferred within one month from the date of receipt of the order banning business dealing, etc.

10.2 Appellate Authority would consider the appeal and pass appropriate order which shall be communicated to the Agency as well as the Competent Authority.

11. Review of the Decision by the Competent Authority

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

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

12.1 Depending upon the gravity of misconduct established, the Competent Authority may direct HOD (Materials)/OIC (SR&R) to circulate the names of Agency with whom business dealings have been banned, to the Government Departments, other Public Sector Enterprises, etc. for such action as they deem appropriate.

12.2 If Government Departments or a Public Sector Enterprise request for more information about the Agency with whom business dealings have been banned, a copy of the report of Inquiring Authority together with a copy of the order of the Competent Authority / Appellate Authority may be supplied.

12.3 If business dealings with any Agency have been banned by the Central or State Government or any other Public Sector Enterprise, MDL may, without any further enquiry or investigation, issue an order banning business dealing with the Agency and its inter-connected Agencies.

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

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

DECLARATION BY AUTHORISED SIGNATORY OF THE FIRM

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

- 1) The facts contained herein are within my own personal knowledge.
- 2) I have read the Order (Public Procurement No.1, 2 & 3) dtd 23 Jul 2020 & 24 Jul 2020 on the subject of Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017 regarding restrictions on procurement from a bidder of a country which shares a land border with India and comply to all the provisions of the Order
- 3) I certify that M/s(name of bidder entity) ***is not from such a country or, is from such a country (strike out whichever is not applicable)***, has been registered with the Competent Authority. I hereby certify that this SUPPLIER fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority is attached]
- 4) I understand that the submission of incorrect data and / or if certificate / declaration given by M/s(name of bidder entity) is found to be false, this would be a ground for immediate termination and further legal action in accordance with law as per Clause 12 of the Public Order on Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017

AUTHORISED SIGNATURE: _____

DATE:

Seal / Stamp of Bidder

Declaration for TDS**COMPANY NAME on letter Head****Date:-****TO WHOMSOEVER IT MAY CONCERN****Subject: Declaration in relation to New Provision under Section 194Q, 206AB & 206CC of the Income tax act 1961.**

We, **company name**, registered office at **_____** having Permanent Account number (PAN) **_____**, Tax Deduction Account number (TAN) **_____**, hereby confirm that, we have duly filed the Income-tax Returns for the following Financial Years within the time limit of filing of Return u/s 139(1) of the Income tax Act, 1961.

S.No.	Particulars	Reference No. / Acknowledgement No. & date
1	ITR filed for AY 2020-21 (FY 2019-20)	Data to be filled by company
2	ITR filed for AY 2021-22 (FY 2020-21)	Data to be filled by company
3	ITR filed for AY 2022-23 (FY 2021-22)	Data to be filled by company
4	ITR filed for AY 2023-24 (FY 2022-23)	Data to be filled by company

We understand that Tax is to be deducted at source as per provisions of Chapter XVIIB of the Income Tax Act, 1961 at higher of the following rates, if the Return of Income is not filed during any of these preceding financial years: -

- (a) at twice the rate specified in the relevant provision of the Act; or
- (b) at twice the rate or rates in force; or
- (c) at the rate of 5 percent

Total sales which will be made by **company name** during the FY 2024-25 is exceeding/ not exceeding Rs 50 lakhs.

We do hereby declare that to the best of our knowledge and belief what is stated above is correct, complete and is truly stated. In case the declaration founds incorrect / incomplete / untrue, we undertake to fully indemnify you on account of any additional tax liability, interest or penalty imposed / levied / recovered from you by the Income Tax Authorities.

Signature & Stamp of Authorized representative of Company