



MAZAGON DOCK SHIPBUILDERS LTD.
OUTSOURCING DEPARTMENT
TWO BID GEM TENDER GEM/2025/B/6635408

Biennial Rate Contract (BRC) for hiring of Boom Lift (hereinafter referred as Cherry Picker) for maintenance of Level Luffing Cranes and other maintenance activities at North Yard, South Yard, South Yard Annex and Alcock Yard of MDL.

MAZAGON DOCK SHIPBUILDERS LIMITED invites ON-LINE COMPETITIVE BIDS from reputed Bidders / Suppliers in TWO BID SYSTEM (Part-I Techno Commercial Bid and Part-II Price Bid) on GeM (Government e Marketing) [<http://gem.gov.in>] for the following Scope of Work / Supplies, terms and conditions:

1. DESCRIPTION OF WORK / SUPPLIES / SERVICES:

Biennial rate contract (BRC) for hiring of Boom Lift (hereinafter referred as Cherry Picker) for maintenance of Level Luffing Cranes and other maintenance activities at North Yard, South Yard, South Yard Annex and Alcock Yard of MDL.

2. SCOPE OF WORK:

The detailed technical scope of work is enclosed herewith as **Annexure-1**.

3. INSPECTION:

Quality and Quantity of work will be checked and Inspected by MDL Executives in Rank of Chief Manager and above from user department. Any objection raised by MDL inspection team against subject services shall be satisfactorily corrected by the Vendor at his own expenses.

4. CONTRACT VALIDITY & MOBILISATION:

4.1. Contract Period: The Contract will be valid for a period of two years from order placement date. Vendor has to ensure to meet deliverables within contract period only, failing which LD shall be applicable for delayed period. The contract can be extended further for period of 3 months as per mutually agreed by MDL and contractor at same rate terms and conditions of existing order. If the performance of contractor is not satisfactory then contract may be terminated with 15 days' notice period by applying relevant clauses of contract such as Risk Purchase, forfeiture of Security deposit etc.

4.2. Mobilization & De-Mobilization period:

Mobilization & De-Mobilization period is 15 Days. Mandatory formalities such as Permanent Gate Pass, Security clearance, police verification etc. to be completed with mobilization & de-mobilization period.

- (i) The Contractor shall provide Cherry Picker within 24 hours of intimation from SB-MTC and leave the place of work with Cherry Picker immediately after completion of work. MDL will not provide parking space for Cherry Picker. If Contractor park the Cherry in MDL Premises, it will be own risk. No charges will be paid to the Contractor for the period of parking
- (ii) Irrespective of requirements of Cherry Picker at site, the passes for operators should be made & kept ready at all times (including standby operator) in the entire duration of the contract for hassle free operation & to avoid any delay.
- (iii) Mobilization & De-Mobilization of Cherry Picker will be considering as one unit.



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4.3. Log Books covering Instruction Register & Hindrance Register shall be maintained by the contractor(s) in consultation with MDL. Instruction given to contractor(s) will be recorded in the Instruction Register. The contractor(s) is required to mention any hindrances occurred during execution of contract for recording in the hindrance register.

5. INTEGRITY PACT (IP): Not Applicable for this tender.

6. EARNEST MONEY DEPOSIT (EMD):

6.1. Bidders shall furnish EMD of **Rs. 1,50,000/- (Rupees One Lakh Fifty-Thousands Only)** against this tender.

6.2. Mode and form of EMD: EMD shall be submitted by way of NEFT/ Demand Draft / Pay order / Bank Guarantee / Insurance Surety Bond(ISB)/ 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. Crossed DD / Pay Order issued by Co-operative banks however may be considered to be accepted and the bid would be considered accordingly. Bidders are requested to advice their banker to send EMD directly to commercial department or through SWIFT to dispense with additional step of verification of authenticity of signatories. In case of EMD transmitted through SWIFT, it shall be the responsibility of the bidder that he directs the receiving banker to forward the message duly authenticated to the concerned commercial executive mentioned in the tender. The Bank Guarantee shall be kept valid till validity period of the offer.

6.3. The original of the scanned copy of EMD (BG) should reach HOD (C)/ Dealing Executive within **seven days** of the tender closing date.

6.4. Refund of EMD: Refund of EMD in all the cases shall be without interest as stated below:

- (i) EMD will be refunded to the technically rejected bidders within 15 days from the date of approval of price bid opening and remaining bidders after placement of order on the successful bidder within 30 days from the date of order placement.
- (ii) In the event of cancellation of tender, the EMD will be refunded /returned to all the bidders.
- (iii) EMD of successful bidders may be converted into performance security or refunded on receipt of performance security B.G. as called for in the contract on the basis of written communication from the Commercial Executive.
- (iv) If the validity of the offer of the firm has expired and if bidder is not willing to extend the validity of offer, the EMD of such bidders to be refunded without linking of the same to the Price Bid Opening but after the approval from CFA

6.5. Bidders should mention EMD details on MDL e-procurement/ Gem portal and also upload the scanned image of document pertaining to EMD remittance /



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scanned image of EMD-BG/ EMD-DD/ EMD-Pay Order, in Part-I Techno-Commercial e-bid.

- (i) In case of BG/ DD/ Pay Order, Details to be entered: BG/ DD/ Pay Order No., date, Value, issuing Banks' name, address, Tel. no., Fax no. & E-mail ID, BG validity expiry date; etc.
- (ii) In case of online remittance of EMD amount, scanned image of Annexure-11, duly filled, shall be uploaded in Part-I Techno-commercial e-bid. Further, the bidder should specifically mention the details of company name as well as nature of remittance, tender number/order number etc. in the text/narration fields of Bank's NEFT remittance in order to identify the same.

6.6. EMD through payment gateway on MDL website – Kindly refer steps given at **Annexure-11**. Bids without EMD will not be considered. EMD of unsuccessful bidders will be returned after finalization of the tender and shall be interest free.

6.7. EXEMPTION FROM SUBMISSION OF EMD: Following bidders shall be exempted from submission of EMD:

- (i) State & Central Government of India departments, Public Sector Undertakings.
- (ii) Firms registered with Mazagon Dock Shipbuilders Limited (MDL). To qualify for EMD exemption, firms should necessarily upload VALID copy of the registration certificate, for the items/ services for which the offer/bid is being submitted, issued by MDL in Part-I offer/bid. Firms in the process of obtaining MDL registration will not be considered for EMD exemption.

(Important Note: This tender is floated for MDL's PR-Mat/Service Group:1402080-Hire of cranes). Vendors / Firms who are permanently registered under this group in MDL, only eligible for exemption of EMD. Other vendors that are permanently registered under different group in MDL have to submit EMD as stipulated in tender) Offer received without EMD who are not registered in above said product/Service group will be rejected.

- (iii) Firms registered with NSIC under its "Single Point Registration Scheme". (Exemption will apply only to items / service indicated under description of work / supplies / services for which bidders are registered with NSIC). To qualify for EMD exemption, firms should necessarily upload VALID copy of the registration certificate issued by NSIC in Part-I offer / bid. Firms in the process of obtaining NSIC registration will not be considered for EMD exemption.
- (iv) Micro and Small Enterprises who are manufacturer or Service Provider 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.



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- (v) Start-ups as recognized by Department of Industrial Policy and Promotion (DIPP). Start-up Firms to submit valid document for EMD exemption in bid itself to avoid categorical rejection.
- (vi) Green Channel Status vendors qualify for EMD exemption. Such firms shall upload 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.
- (vii) The recognised institutes such as VJTI/IIT.
- (viii) 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.
- (ix) Exemptions as mentioned in Gem GTC are applicable to subject tender.
- (x) The original BG/Insurance Surety Bond(ISB)/ DD/ Pay Order must be submitted to the Head of Department (HOD), Outsourcing Department, Sixth Floor, Service Block, North Yard, Mazagon Dock Shipbuilders Ltd., Dockyard Road, Mazagaon, Mumbai-400010 without fail within seven (7) MDL working days from the Tender closing date, in an envelope superscribing the Tender no., Tender date, Tender closing date, Purchase Officer's name & brief description of the services / work tendered. If the original BG is not received by the Purchase Officer at MDL within this duration, the Bid would be considered invalid & rejected accordingly.
- (xi) MSE bidders having status as "trading" will not be extended the benefits of EMD exemption.

7. BID REJECTION CRITERIA: -

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

i)	The Bids received after tender closing date and time.
ii)	Bids received without EMD (other than those who are exempted from payment of EMD), as specified in the tender.
iii)	Bids/Offer received other than e-Gem portal mode.
iv)	Bidder who are debarred under PPP MII order 2017, GeM, CPPP including tender holiday issued by MDL.



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7.2. For the following conditions (other than non-negotiable conditions indicated at 7.1), equal time & opportunity for submission of deficient techno-commercial documents and clarifications 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 rejected in following cases:

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

7.3. Equal time and 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 will be rejected.

7.4. Bidders are requested to ensure that only relevant documents complete in all respect as indicated in the tender should be attached with their offer. The first page of every uploaded set of scanned document shall be an index of its contents.

7.5. MDL reserves the right to seek clarification / deficient documents from all the bidders quoted against the tender.

8. QUALIFICATION CRITERIA:

8.1. Technical Pre-Qualification Criteria: -

The bidder is required to submit copies of necessary documents as below to ascertain their qualifying status. MDL reserve the right to verify the authenticity of the documents submitted / claims made by the bidder wherever felt necessary.

(i) TECHNICAL PRE-REQUISITES / CRITERIA FOR ELIGIBILITY

The bidder shall be in possession of at least 1(One) Cherry Picker of below technical specification (i.e. capacity & height) officially registered either in the firm's name or in the name of the proprietor of the firm. The Cherry Picker should not be older than 10 years as on tender closing date.

Minimum Technical Specification of the above Cherry Picker are as Follows:

- a) Cherry Picker having minimum load Capacity of 200kg at minimum working height of 58 meters.
- b) Cherry Picker having minimum load Capacity of 200kg at minimum working height of 70 meters.



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- (ii) Bidder's experience of having successfully completed similar works during last 7 years ending till original tender closing date should be either of the following:
- a) Three similar completed works each costing not less than **INR 30.00 Lakhs.**
OR
 - b) Two similar completed works each costing not less than **INR 37.50 Lakhs.**
OR
 - c) One similar completed work costing not less than **INR 60.00 Lakhs.**
OR
 - d) Cumulative similar works/jobs completed within a span of 12 months totalling to not less than **INR 18.75 Lakhs.**
- Note:** "Similar Completed Work" means successfully completed orders for Hiring of services of Cherry Picker.

8.2. Commercial Pre-Qualification Criteria: -

- (i) The average annual financial turnover of 'The bidder' during the last three years, ending **31st March 2024** should be at **INR 11.25 Lakhs** as per the annual report (audited balance sheet and profit and loss account) of the period **FY 2021-22, 2022-23, 2023-2024** duly authenticated by a Chartered Accountant/Cost Accountant.
- (ii) Bidders Shop and establishment registration certificate or registration certificate from registrar of firms or certificate of incorporation from Registrar of Companies (Not required for permanent registered vendors with MDL) or any other equivalent certificate.

8.3. Joint Ventures and Holding Companies: - Credentials of the partners of Joint ventures cannot (repeat cannot) be clubbed for the purpose of compliance of PQC in supply of Goods/Equipment, and each partner must comply with all the PQC criteria independently. However, for the purpose of qualifying the Financial Standing Criteria, the Financial Standing credentials of a Holding Company can be clubbed with only one of the fully owned subsidiary bidding company, with appropriate legal documents proving such ownership.

8.4. Right to Verification: MDL has the right to verify the authenticity of the above documents submitted by the contractors.

8.5. Track Record/ Information of past orders shall be listed as per **Annexure-13**.
Note 1: Similar type of work/ job is as defined at Tender Enquiry Format (TEF) clause 8.1 above.
Note 2: The bidders need to scan and upload supporting documentary evidence in support of the Qualification Criteria Viz. Work / Purchase Order, Work Completion Certificate/ Proof of payment with Tax Invoice / Store Receipt and



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Acceptance Report or any other evidence that confirms that the work is completed which is issued by the party for whom the work is done. The concerned HOD or Technical Negotiation Committee (TNC) has a right to verify /cause verification of authenticity of the said document whenever felt necessary.

Note 3: The Work Completion Certificate shall contain following details:

- (i) Particulars of the work and contract number and Date;
- (ii) Original Contract Value;
- (iii) Details of Growth of Work / amendments, if any;
- (iv) Date of commencement of the work;
- (v) Date of completion as per original contract agreement;
- (vi) Actual date of completion;
- (vii) Actual completion cost;
- (viii) Extension of time, if any granted;
- (ix) Defect liability period, if any;
- (x) Any other details as per the requirements.

Note 4: MDL reserves the right to demand for a hardcopy of any of the above documents and any other related documents, if required. Bidders shall comply with the same.

Note 5: The work executed by the bidder for their in-house or capital use will not be considered for the purpose of bidder's experience or completion of similar works.

Note 6: All the qualifying documents indicated in the tender shall be strictly in the name of bidding firm. Qualifying documents submitted in the name of other than bidding firm will not be considered for bidding firm's qualification.

Note 7: Bidder is required to submit information in the form of the table **(Annexure-13)** for the orders, which qualify them as per the above criteria, as the information in the tabular form shall hasten the technical scrutiny.

9. VALIDITY PERIOD:

Bids/ Offers shall have a validity period of **120** days from the tender closing date.

10. PRE -BID CONFERENCE: Not applicable to this tender.

11. ON-LINE SUBMISSION OF BIDS IN TWO-BID SYSTEM:

On-line Offer (e-bid) must be uploaded in two parts, Part-I Techno-commercial bid & Part-II price bid as appearing online:

Part- I: Online Techno-commercial bid will be opened on the tender opening date/extended opening date shall contain the following.

11.1. Technical bid shall contain following documents:

- | | |
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| i) | Scanned image of proof of EMD submitted shall be uploaded at Part-I bid. |
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ii)	<p>Bidder should also upload scanned copies of following documents; duly stamped, signed & filled 'Accepted OR Not Accepted' as applicable for each of the clause.</p> <p>a) Tender Inquiry Acceptance Format (Annexure 4)</p> <p>b) General Conditions of Contract (GCC) (Annexure 5)</p> <p>Normally deviations to the tender terms are discouraged. However, if the bidder has any deviations, the same should be filled in above formats, mentioning the deviation against the relevant Tender clause no., failing which it will be construed that all clauses of Tender inquiry, GCC appearing against the tender are understood by you and are fully acceptable to you. In the event bidder has no deviations, he should submit following forms mentioning 'Accepted'. Any deviations mentioned elsewhere in the offer other than in said Forms will not be considered.</p>
iii)	Copy of blank rate sheet (Annexure 2) clearly indicating 'Quoted/ Not-Quoted' also indicating the percentage % of applicable taxes/duties and HSN/SAC number as applicable against each of the listed duly stamped & signed, should also be uploaded.
iv)	Bidders should upload signed and stamped acceptance of GST Terms and conditions (Annexure-7)
v)	Bidder should upload scanned copy of tax and duties certificate i.e. GST certificate for which they are registered.
vi)	Bidders should upload scanned Copies of work Orders, Work Completion Certificates for the job executed to meet the qualification requirement mentioned at TEF Clause No. 8.1 above.
vii)	Track Record/ Information of past orders as per Annexure-13 .
viii)	To meet the qualification requirement at TEF Clause No. 8.2, Bidder should upload scanned audited balance sheet with auditors reports and profit & Loss statement along with Part-I: Techno-commercial e-offer.
ix)	Annexure- 8 – Declaration Certificate for Local content.
x)	Annexure- 9 - Declaration by bidder for Restrictions under rule 144(xi) of General Financial Rules GFRs, (2017) on firm's letterhead.
xi)	<p>Copies of valid Registration or Approval certificates (if any) of the following shall be uploaded on-line:</p> <p>a) Micro Enterprises.</p> <p>b) Small Enterprises.</p>
xii)	Bidders registered with MDL should scanned and upload valid Registration Certificate issued by MDL.
xiii)	Bidders not registered with MDL should scan and upload the RTGS/ NEFT - Mandate Authorization Form (Annexure-12).
xiv)	Scanned image of PAN card.

Note: Bidders in their own interest are requested to upload their bids well in advance of tender closing date to avoid the last minute difficulties in uploading the bids. Problems in hardware/software, internet connectivity, system



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configurations, Browser setting etc., for whatsoever reason shall not be considered for extension of tender closing date and time.

11.2. Part- II (Price Bid):

- (i) This should contain only the PRICES for each of the listed items strictly in the prescribed format provided online. Bidder shall quote the price which will be on all-inclusive basis i.e. including GST, all taxes, duties, local levies/ transportation etc. However, the applicable taxes/duties & levies will be indicated separately in the rate sheet. Illustration of Rate sheet format is as per **Annexure 2.**

Note: In case of error in the aggregate values, the individual service-wise quoted rates will be considered.

- (ii) Prices for the tendered services/ Items and applicable Taxes and duties are to be quoted by entering the same online. Timely submission of the e-bids is responsibility of the bidders and no reasons / excuses in this regard will be entertained.

11.3. Opening of Techno-Commercial e-Bid (Part-I): Techno-Commercial e-bid (Part-I) will be opened online on the tender opening date or extended tender opening date or next working day if opening date happens to be holiday declared by MDL.

11.4. Opening of Price e-Bid (Part-II): After completion of Technical & commercial scrutiny, intimation for price e-bid opening will be communicated only to techno-commercially accepted bidders. Bidder (s) to note that such intimation may be given at a short notice by Fax, E-mail or even by telephone only to techno-commercially accepted bidder(s).

12. PRICING & ESCALATION: Pricing will remain Firm and Fixed during entire duration of the contract.

12.1. Bidder shall quote the prices of all items listed in the tender enquiry which will be inclusive of all costs. However, the applicable GST percentage will be indicated separately in the rate sheet. Illustration of Rate sheet format is as per **Annexure 2.**

12.2. If a firm quotes NIL charges/ consideration against the tender, the bid shall be treated as unresponsive and will not be considered.

12.3. No increases in price shall be admissible/allowed 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 services specified in the said contract which takes place after the original delivery date.

12.4. The quoted rates shall not less than the minimum wages and allowances applicable to the Engineering Industry as notified from time to time by the Central Government or State Government whichever is higher under the Minimum Wages Act.



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- 12.5.** MDL shall not be liable to pay any charges except escalation (Refer Price Variation/Escalation clause at para 13 below)
- 12.6.** But 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 on any other ground as stipulated in the price variation clause or foreign exchange rate variation which takes place after the expiry of the original delivery date.
- 12.7.** Notwithstanding any stipulation in the contract for increase in price on any other ground including price variation clause or foreign exchange rate variation, no such increase which takes place after the original delivery date shall be admissible on such of the said goods as are delivered after the said date.
- 12.8.** MDL shall not be bound by any printed conditions or provisions in the bidder's bid forms or acknowledgement of Order/Contract, invoices, packing list and other documents which purport to impose any conditions at variance with or supplemental to Order/Contract.
- 13. OPTION CLAUSE: -**
- 13.1.** MDL retains the right to increase/decrease the ordered quantity by up to 50 % at any time, till final delivery date (or the extended delivery date of the contract), even though the quantity ordered initially has been supplied in full before the last date of the delivery period (or the extended delivery period).
- 13.2.** The option clause is normally exercised after receipt of 50 (Fifty) per cent quantity but if the delivery period is going to expire and other conditions are fulfilled, it can be exercised even earlier.
- 14. RANKING OF BIDS & DETERMINATION OF L-1 BIDDERS: -**
- 14.1.** Techno-Commercially Qualified Overall Lowest Bidder as evaluated by GeM will be considered for the placement of order for the entire tender quantity. Bidders have to quote their price, applicable taxes (viz. GST%, CESS etc.) as per rate sheet available on GeM Portal.
- 14.2.** Bidder not quoting for all the services tendered & listed in the Rate Sheet are liable for rejection. Bidder has to confirm that they have quoted all the line items by filling **Annexure 2**.
- 15. WORK DONE CERTIFICATE: -**
- 15.1.** On satisfactory completion of work, WDC shall be prepared on monthly basis by the contractor within 02 days from the date of completion of tasks and shall be certified by the concerned OIC of user dept. (not below the rank of Chief Manager). The WCC shall accompany the related inspection reports. WDC shall be certified & issued post completion of the individual activities.
- 15.2.** Payment shall be as per the quantities certified in WDC.
- 15.3.** The WDC shall include cumulative statement of jobs carried out till last WDC. The necessary service entry shall be made in SAP system by the WDC certifying authority & will be submitted to the contractor for further



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invoicing. The WDC shall bear relevant Service Entry sheet no., PO no. and respective item Sr. No., sub service line item of the PO.

- 15.4.** The WDC must clearly mention the scheduled dates for starting & completion/delivery of the jobs as mutually agreed between OIC MDL & contractor and the actual dates of start & completion.
- 15.5.** In case of delays, the duration along with numbers of delayed days shall be specified in respective WDCs to invoke LD cause and effect recoveries from sub contractor's invoice.
- 15.6.** An illustrative format of Work Done Certificate is at **Annexure-10**.

16. TERMS OF PAYMENT: -

- 16.1.** For online payment on Gem: - Payments for completed work will be made within 15 days of issue of consignee receipt cum-acceptance certificate (CRAC) for Online payment. On-line submission of Invoice unless otherwise specified, Ink Signed Tax Invoice in duplicate with work completion Certificate (WCC)/SAP service entry sheet duly certified by Chief Manager or above of user dept. of MDL. The invoice shall be preferably submitted within four weeks of certification of Work Completion Certificate 'WCC'.
- 16.2.** For offline payment: - 1) 100% Payment for completed work will be made through NEFT/RTGS within 15 days on submission of Ink signed Tax Invoice in triplicate to Invoice Receipt Section along with work completion certificate (SAP Service Entry Sheet copy), log sheets etc. duly certified by Chief Manager or above of MDL user section.
- 16.3.** LD, Penalty, interest for non-submission of SDBG or retention amount of SDBG, if any, applicable on vendor, then subject amount would be deductible from payment due on invoices as the case may be as per MDL discretion.
- 16.4.** Work completion certificate should confirm that the work is completed in time or in case of delays, the duration be specified in this certificate to invoke LD Clause and effect recoveries from Contractors' invoice.
- 16.5.** No advance will be paid in any manner against the Contract.
- 16.6.** Alternate MSE vendor payment through TReDS:
 - (i) "In order to address the financial needs of MSME firms, GoI has introduced a platform for facilitating the financing of trade receivables of MSMEs from buyers, through multiple financiers which is termed as Trade Receivables Discounting System (TReDS).
 - (ii) At TReDS, auctioning of invoices at competitive and transparent environment is done by financiers based on Buyer's credit profile. MDL, at present, is registered on the "Invoicemart" TReDS platform. Desirous MSME Bidders/Vendors, who want to receive payments through TReDS platform, have to submit the invoice to MDL along with all the necessary requirements as per the PO and the payment terms. Upon receipt and acceptance of the supplied materials/ completion of services and receipt of invoices with the mandated enclosures, after due certification of physical invoices with



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enclosures by Commercial/Material Dept., Finance Dept. shall upload the invoices on the "Invoicemart" TReDS platform and process the invoices for payment. Post uploading the platform, the financier would be bidding for the invoices and respective MSME vendors would be accepting the bid, so that they can get the disbursement from the Financier.

- (iii) At TReDS, auctioning of invoices at competitive & transparent environment is done by financiers based on Buyer's credit profile. MDL is registered on the "Invoicemart" TReDS platform and M1xchange of M/s.Mynd Solutions Pvt Ltd & with M/s. Receivables Exchange of India Limited (RXIL). MSME bidders desirous to receive payments through TReDS platform may avail the facility if they are already registered on

1. "Invoicemart" TReDS platform or by registering on it.

Contact details at "Invoicemart" TReDS platform are as below:
022 6235 7373 and a new mail id service@invoicemart.com.

2. "M1xchange" TReDS platform or by registering on it.

3. M/s.Receivables Exchange of India Limited (RXIL) platform or by registering on it. Contact details are as follows: -

Nodal Officer, 701-702, 7th floor, Supremus, E Wing, I-Think Techno Campus, Kanjurmarg East, Mumbai 400042, Contact no.022-6903 0000 E-mail: - support@rxil.in, info@rxil.in, support@rxil.in

- 16.7.** L.D shall be certified in WCC. In case of delay, duration of delay shall be indicated in WCC.
- 16.8.** Work Completion Certificate will be issued by user department within ten days along with SAP entry on completion work.
- 16.9.** In case of failure to submit shortfall documents in invoice within 2-3 days, the invoice will be returned to the contractor for rectification.
- 16.10.** As per latest GST Rules, from 10th May 2023, Vendors, whose aggregate turnover in any preceding financial year from 2017-2018 onwards, exceeds Rs. 5 Cr as per GST act, will have to issue e-Invoice. In case of failure to submit the E-Invoice/ or the self-declaration (if applicable). Tax invoice should be returned and claim will not be processed.
- 16.11.** From 10th May 2023, with the revised MSME definition which is based on turnover, no e-invoice or self-declaration will be required from Micro and Small vendors who have Udyam Registration No, (URN) as their turnover is less than 5 Crs.
- 16.12.** Wherever GST is applicable, payment will be released against e-Invoice, or Invoice accompanied with Vendor's Self Declaration that " We do not fall under the category of registered persons notified under Rule 48(4) of the Central GST Rules, 2017 and we are not required to comply with e-Invoicing provisions under GST Act, as our aggregate turnover in any preceding financial year from 2017-18 onwards has not exceeded Rs.5 Crores as per GST act".

17. MODIFICATION: Not Applicable to this tender.



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18. PERFORMANCE SECURITY (PERFORMANCE BANK GUARANTEE CUM SECURITY DEPOSIT): Successful bidder (Contractor) shall submit Security Deposit @ 5% of Order Value (excluding Taxes, Duties, etc.) **within 25 days** from the date of Order/Contract.

- 18.1.** Mode of SD: Performance security may be furnished in the form of NEFT / Demand Draft / Pay order / Bank Guarantee / Insurance Surety Bond(ISB)/ 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.
- 18.2.** In cases where the supplier / contractor has not submitted the PS and already commenced supply / services, MDL can withhold the Performance security from supplier/contractor bills if any. In such case, interest is to 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.
- 18.3.** Performance Security is to be furnished within 25 days after notification of the award of contract and it should remain valid for a period of 60 (sixty) days beyond the date of completion of all contractual obligations of the supplier, including warranty obligations.
- 18.4.** The performance security will be forfeited and credited to MDL's account in the event of a breach of contract by the contractor. It 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.
- 18.5.** No exemption can be granted to any unit including MSME, SSI units and MDL Registered suppliers.
- 18.6.** Additional value and extension if any required then MDL shall seek performance security by way of amendment to order.
- 18.7.** In case of failure to submit performance security by the supplier within 25 days of transmission / notification of order by any mode, MDL will inform the supplier that his EMD will be forfeited and reserves the right to cancel the order and invoke the risk purchase clause.
- 18.8.** In the event of defects due to poor workmanship/service leading to non-performance of the Equipment/Item/service and bidder failure to attend the Guarantee/Warranty defects/satisfactory service within 45 days from date of intimation or as agreed during TNC the performance security shall be forfeited.
- 18.9.** If it is established that the contractor has failed to comply with the Guarantee/warranty obligations, the PSBG will be encashed by MDL. MDL's decision in this regard shall be final and binding on the supplier / contractor.
- 18.10.** Commercial Executive will monitor validity of performance security vis-à-vis delivery / completion period as per the order. In case delivery /



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completion is likely to be delayed, Commercial executive will instruct the Supplier to extend validity of performance security till the completion of delivery. Interest shall be levied for delay in submission of amended Performance Security BG after expiry of original Performance Security BG.

19. GUARANTEE: Not Applicable to this tender.

20. PERFORMANCE BANK GUARANTEE (PBG): Not Applicable to this tender.

21. TAXES:

- 21.1.** GST as per GST Laws shall be payable extra as quoted and agreed.
- 21.2.** In case of purchases of goods/services from unregistered dealers under GST Laws, GST will be paid by MDL under reverse charge mechanism.
- 21.3.** Benefits from reduction in rate of tax/ITC are required to be passed on to consumer.
- 21.4.** Where “applicable GST” has been quoted as extra, Goods and service providers (except un-registered dealers under GST Law) have to submit declaration that they have complied with ‘Anti-profiteering clause’ under GST Law. Such declaration be given in technical bid.
- 21.5.** If the vendor is registered under GST, vendor shall mention the HSN code for goods &/or services in their tax invoice, etc. These codes must be in accordance with GST Laws and responsibility of specifying correct HSN codes for goods &/or services is that of the vendor. 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 on MDL or any loss due to delay in availing ITC by MDL or any loss of ITC to MDL due to errors by vendors at any stage. MDL reserves right to recover any such interest, penalty or loss from any amount due to Supplier /Contractor or otherwise.
- 21.6.** In case, MDL is unable to avail ITC, supplier/contractor at their own cost shall rectify the shortcoming in the returns to be filed immediately thereafter. Further, if the ITC is delayed / denied to MDL / reversed subsequently as per GST Laws due to non / delayed receipt of goods and / or services and / or tax invoice or expiry of timelines prescribed in GST Laws for availing ITC, non-payment of taxes or non-filing of returns or any other reason not attributable to MDL, Supplier /Contractor shall pay any loss of amount along with interest and penalty on MDL under GST Laws for the number of days the ITC was delayed. If the short coming is not rectified by supplier/contractor and MDL ends up in reversal of credits and / or payments, supplier /contractor is fully liable for making good all the loss incurred by MDL. MDL reserves right to recover any interest, penalty or loss from any amount due to Supplier /Contractor or otherwise.

If the vendor is registered under GST, the GST registration number (15 digit GSTIN) issued by GOI shall be mandatorily provided by the vendor. Vendor having multiple business verticals within state / at multiple states



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with separate GST registration numbers shall forward GSTIN of only that vertical which is involved in supply of goods and/or services. MDL GSTIN is 27AAACM8029J1ZA and vendor shall mention the same while invoicing and avoid any data entry error on GST portal.

- 21.7.** If the vendor is registered under GST, Vendor shall ensure timely submission of invoice as per the provisions / requirement / timeline promulgated by GOI in relation to GST Law with all required supporting documents to enable MDL to avail input tax credit promptly.
- 21.8.** The vendors invoice inter alia should contain GSTIN of vendor, GSTIN of MDL (i.e. 27AAACM8029J1ZA), GST tax rate separately, HSN code wise goods or services, place of supply, signature of vendor, etc. Original invoice needs to be submitted to Bill Receipt Centre at MDL gate, and a copy of the invoice should be given to the goods receiving section (GRS).
- 21.9.** If the vendor is registered under GST, vendor shall file all applicable returns under GST Laws in the stipulated time & any losses of tax credit to 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.
- 21.10.** The rate sheet enclosed with the tender will indicate the rates to be entered under each head wherever applicable. Bidders must clearly mention the applicable Taxes & Duties. The item-wise rates (i.e. Basic+P&F+F&I) quoted in the Rate Sheet should exclude Taxes & Duties. Bidder should indicate GST rates as applicable separately under each of the head in the same Rate sheet, which will be paid extra based on tax invoice to the extent applicable. The GST will be applicable on total basic rate of each item (i.e. Basic + P&F + F&I).

22. LOADING CRITERIA: Not Applicable

23. FREAK LOW QUOTES:

- 23.1.** Bid is considered as Freak Low, If the rates quoted are less than MDL estimates by 40% or so and if the difference in rate between L1 and L2 (i.e. $(L2-L1) * 100 / L1$) is 30% or more with reference to L2. In such cases MDL may seek explanation from bidder regarding workability of prices quoted.
- 23.2.** In case after opening of price bid of technically cleared firms, it is noted that L-1 firm has quoted very low rates and indicates to withdraw from the tender then firm may be given tender holiday including intimation to other PSUs.
- 23.3.** MDL reserves the right of part-ordering the services.

24. MODIFICATIONS TO THE BID:



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Bidder will not be allowed to bid after the closing time is over. Bidder can change the submitted bid any Time till the closing time through e-Gem portal only and the last changed bid will be considered for ranking of the bids.

25. WORKING ON MDL HOLIDAYS:

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

26. LIQUIDITY DAMAGES (LD) AND PENALTY CLAUSE:

26.1. LIQUIDITY DAMAGES (LD): In case of delay in delivery, liquidity damages will be applicable as follows: - 0.5% per week subject to maximum of 5% of order value of the particular item for which delivery is delayed.

26.2. PENALTY CLAUSE: Time is an important factor of the contract therefore the Cherry Picker is to be provided within 24 hrs after intimation of SB-MTC dept. In case of delays, following penalties shall be imposed and shall be deducted from bills:

- (i) If the Contractor fails to execute the work due to non-availability of Cherry Picker or breakdown any day, charges of that day/s shall not be paid and additional penalty of Rs. 10,000/- per day shall be recovered from the running bill.
- (ii) If the failures are repetitive, MDL may terminate the contract without paying any compensation to the Contractor.

27. MDL will not be responsible for an error in downloading of tender documents from web by the bidders. The Version appearing on MDL website will be considered final and authentic.

28. PARALLEL ORDER: Not applicable to this tender.

29. FREE ISSUE OF MATERIAL: Not Applicable to this tender.

30. NON-DISCLOSURE AGREEMENT: Not Applicable to this tender.

31. PURCHASE PREFERENCE TO MICRO & SMALL ENTERPRISES(MSEs): -

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



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The MSE quoting a price within the band L1+15% in order of ranking may be awarded for full/ complete supply of total tendered value to MSE, considering the spirit of the Policy for enhancing Govt. Procurement from MSEs.

32. PURCHASE PREFERENCE TO MAKE IN INDIA 2017: -

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

32.1. Preference to Make in India’ clause shall be applicable to all procurement undertaken at MDL for tenders which covers goods, services or works or their combination.

32.2. Aspects of ‘Preference to Make in India’

“Local content” means the amount of value added in India which shall be the total value of item (goods, Purchase services or works or their combination) under procurement (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value in percent. Different definition of Local Content may be specified by the Nodal Ministry for items assigned to them, which will prevail over above. Note: The local content can be increased by vendors through partnerships, cooperation with local companies, establishing production units in India or Joint Ventures (JV) with Indian suppliers, increasing the participation of local employees in services and training them.

- (i) “Class-I Local Supplier” means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for 'Class-I local supplier' under this Order.
- (ii) “Class-II Local Supplier” means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for 'Class-II local supplier' but less than that prescribed for 'Class-I local sur' under this Order.
- (iii) “Non-Local Supplier” means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than that prescribed for 'Class-II local supplier' under this Order.
- (iv) “L1” means the lowest tender or lowest bid or lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.



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

Note: -

- Procedure for determination of L1 price for the purpose of deciding eligibility for Purchase

Preference shall be stipulated in the tender.

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

- (vi) “Nodal Ministry” means the Ministry or Department identified pursuant to the said Order in respect of a particular item of goods or services or works.
- (vii) “Procuring entity” means a Ministry or department or attached or subordinate office of or autonomous body controlled by, the Government of India and includes Government companies as defined in the Companies Act Note: Mazagon Dock Shipbuilders Limited (MDL) shall be a procuring entity.
- (viii) “Works” means all works as per Rule 130 of GFR-2017 and will also include “turnkey works”, Engineering, Procurement and Construction (EPC) contracts.
- (ix) “Services” includes System Integrator (SI) contracts among other services.

32.3. Eligibility of Suppliers to bid in a tender: - Both 'Class-I local supplier' and 'Class-II local supplier' shall be eligible to bid in procurements except when Global tender enquiry has been issued.

32.4. Purchase preference

- (i) Purchase preference shall be given to only “Class-I Local Supplier” (Class II Local Supplier are not eligible for purchase preference) in procurements undertaken in the manner specified in the succeeding sub-para:
- (ii) The Class-I local suppliers, under PPP-MII Order, participating in any government tender, may or may not be MSEs, as defined under the MSME Act. Similarly, MSEs participating in any government tender, may or may not be Class-I local suppliers. Suppliers may be categorised in following four broad categories for consideration or applicability of purchase preference:

Category	Terminology
Supplier is both MSE & Class-I local supplier	MSE Class-I local supplier



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Supplier is MSE but not Class-I local supplier	MSE but non-class-I local supplier
Supplier is not MSE but is Class-I local supplier	Non-MSE but class-I local supplier
Supplier is neither MSE nor Class-I local	Non-MSE non-class-I local supplier

- (iii) In the procurement of goods, services which are covered above and which are not divisible in nature, and in procurement of services where the bid is evaluated on price alone (Items covered under Para 3A(c) of PPP-MII Order, 2017) and both MSEs as well as Class-I local suppliers are eligible for purchase preference Purchase preference shall be accorded as under:
- a) L-1 is "MSE Class-I local supplier": Contract shall be awarded to L-1.
 - b) L-1 is not "MSE Class-I local supplier" but the "MSE Class-I local supplier" falls within 15% margin of purchase preference. Purchase preference shall be given to lowest quoting "MSE Class-I local supplier". If lowest quoting "MSE Class-I local supplier" does not accept the L-1 rates, the next higher "MSE Class-I local supplier" falling within 15% margin of purchase preference is to be given purchase preference and so on. If all "MSE Class-I local supplier" do not accept L-1 rates, then Para as detailed below shall be followed: -
 - c) If conditions mentioned in sub paras (i) and (ii) above are not met i.e. L1 is not "MSE Class-I local supplier" and "MSE Class-I local supplier" is not eligible to take benefit of purchase preference as per PPP-MSE Order or all "MSE Class-I local supplier" do not accept L-1 rates, the contract is to be awarded / purchase preference to be given in different possible scenarios as under:
 - i) L-1 is "MSE but non-Class-I local supplier" or "Non-MSE but Class-I local supplier": Contract be awarded to L-1.
 - ii) L-1 is "Non-MSE non-Class-I local supplier": Firstly, purchase preference shall be given to eligible MSE as per PPP-MSE Order. If MSEs not eligible or does not accept then purchase preference to be given to eligible Class- I Local supplier as per PPPMII Order. If Class-I Local supplier is also not eligible or does not accept then contract be awarded to L-1.
 - (iv) "Margin of Purchase Preference" means the maximum extent to which the price quoted by a "Class-I Local Supplier" may be above the L1 for



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the purpose of purchase preference. The margin of purchase preference for the present tender is 20%.

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

32.5. Minimum local content:

- (i) The minimum local content in the offer is to be not less than 50% for the present tender.
- (ii) The local content can be increased by vendors through partnerships, cooperation with local companies, establishing production units in India or Joint Ventures (JV) with Indian suppliers, increasing the participation of local employees in services and training them.

32.6. Declaration/ Verification of Local Content by Local Supplier:

- (i) Bidders should indicate the percentage of local content (i.e. value added in India) along with the details of location/s where the local value addition is made, in their bids, item wise or tender wise. The indicated local content percentage shall decide categorization of the vendors as “Class-I Local Supplier” / “Class-II Local Supplier” / “Non-local Supplier”. All bidders should declare that the item and service offered meets the minimum local content & indicate its percentage in their offer which shall meet or excel required local content specified in tender. This declaration is necessary even if Custom Duty Exemption and / or ERV (if applicable) are not being sought. Certification as under is to be submitted mandatorily in technical offer Part-I bid.
- (ii) The bidders shall provide a self-certificate, as per **Annexure** in enclosure, giving the percentage of local content and location of local value addition.
- (iii) 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 the Order for debarment.
- (iv) 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.
- (v) In cases where MDL received the complaint from any vendor or person, along with the fees prescribed below, verification of Declared Local Content shall be carried out by seeking additional info as deemed necessary and the bidders (including unsuccessful bidders) against the tender shall be obliged to furnish the necessary documents.



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Failing to do so, the vendor may invite penal action as per the provisions of the Order. If MDL possess the capability, then it shall perform the verification. However, if in the opinion of MDL matter needs to be dealt at higher level, then the complaint shall be referred to Nodal Ministry and their fees / expenses / charges applicable as per the Nodal Ministry, if any, shall be borne by the complainant. MDL is authorized to prescribe fees for handling complaints under revised PPP MII 2017 Order. The fees for filing a complaint under the order shall be Rs. 10,000/- per case. The complaint shall be filed to the Chairman, Public Grievance Cell. The fee shall be deposited by complainant in MDL's Account by NEFT.

- (vi) On scrutiny of offer, if all the bidders participating in the tender happen to have either not submitted the declaration certificate or not declared / specified the local content percentage in the declaration certificate or specified local content lower than the minimum local content requirement as per the tender, the subject tender shall be cancelled & matter shall be taken up with Ministry through MDL Nodal Executive. Meanwhile, re-tendering may be done without applying the provisions of said Order for need fulfilment of MDL.
- (vii) On opening of the price bids, if it is identified that there is difference in local content declaration made & local content percentage as per price quoted is now not meeting (i.e. lesser than) the specified tender requirement (i.e. only on the quoted price without any loading) then such bidder shall be disqualified and shall not be considered for ranking purpose. The bid would be treated / considered as given false declaration and necessary action for debarment shall be initiated.
- (viii) Purchase Preference: Purchase preference shall be given to only "Class-I Local Supplier" (Class II Local Supplier are not eligible for purchase preference) in procurements. only 'Class-I local supplier', as defined at para A2, shall be eligible to bid irrespective of purchase value.

32.7. Contract placement:

- (i) MDL has right to negotiate with L1 bidders on the quoted prices as specified in the extant Purchase Manual. However, it shall be ensured that Local Content percentage as declared by the vendor is maintained or increased but not reduced.
- (ii) 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.
- (iii) Supplier shall be intimated that the supporting documentation towards realization of committed Local Content as per the contract / order terms and conditions shall be maintained for a period of seven



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years from the date of completion of the contract for audit purpose. Nodal Ministry may constitute committees with internal and external experts for independent verification of self-declarations and auditor's / accountant's certificates on random basis and in the case of complaints.

32.8. Debarment of bidders / suppliers:

- (i) False declaration will be in breach of Code of Integrity under Rule 175(1)(i)(h) of GFR 2017 for which a bidder or its successor 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.

33. RESTRICTIONS UNDER RULE 144(XI) OF GENERAL FINANCIAL RULES GFRS, (2017) AS PER DIRECTIVES F NO. DPE/7(4)/2017-FIN DTD 24.02.2023 & ORDER NO F.7/10/2021-PPD (1) DTD 23.02.2023 (REFER ENCLOSURE 4)

- 33.1.** 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.
- 33.2.** The Orders stipulate mandatory registration with competent authority and seeking certificate of compliance with this Order from the bidder from a country which shares a land border with India in the tender process. Exclusions from these restrictions have also been enlisted in the Order. The Competent authority for the purpose of registration under this Order shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT).
- 33.3.** Any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority. Further, any bidder (including bidder from India) having specified Transfer of Technology (TOT) arrangement with an entity from a country which shares a land border with India, shall also require to be registered with the same competent authority.
- 33.4.** 'Bidder' means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or



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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.

33.5. "Bidder (or entity) from a country which shares a land border with India" for the purpose of this Order means: -

- (i) An entity incorporated, established or registered in such a country; or
- (ii) A subsidiary of an entity incorporated, established or registered in such a country; or
- (iii) An entity substantially controlled through entities incorporated, established or registered in such a country; or
- (iv) An entity whose beneficial owner is situated in such a country; or
- (v) An Indian (or other) agent of such an entity; or
- (vi) A natural person who is a citizen of such a country; or
- (vii) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

33.6. The beneficial owner for the purpose of **33.4** above 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, has a controlling ownership interest or who exercises control through other means.

Explanation—

- a) "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;
- b) "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholder's agreements or voting agreements;
- c) 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;
- d) 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;
- e) Where no natural person is identified under (a) or (b) or (c) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
- f) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the



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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.

- 33.7.** An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- 33.8.** The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.
- 33.9.** The registration shall be valid at the time of submission of bid and at the time of acceptance of bid.
- 33.10.** If the bidder was validly registered at the time of acceptance I placement of order, registration shall not be a relevant consideration during contract execution.
- 34. CONFLICT OF INTEREST: -**
A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:
- 34.1.** they have controlling partner (s) in common; or
- 34.2.** they receive or have received any direct or indirect subsidy/ financial stake from any of them; or
- 34.3.** they have the same legal representative/agent for purposes of this bid; or
- 34.4.** they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder; or
- 34.5.** Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/ Assemblies from one bidding manufacturer in more than one bid.
- 34.6.** In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorise only one agent/dealer. There can be only one bid from the following:
- 34.7.** The principal manufacturer directly or through one Indian agent on his behalf; and
- 34.8.** Indian/foreign agent on behalf of only one principal.
- 34.9.** Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid;
- 34.10.** In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively



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declare such sister/ common business/ management units in same/ similar line of business.

- 35. CARTEL FORMATION/POOL RATES:** - It is possible that sometimes a group of bidders quote the same rate against a tender. Such pool/cartel formation is against the basic principle of competitive bidding and defeats the very purpose of an open and competitive tendering system. Such and similar tactics to avoid/control true competition in a tender leading to "Appreciable Adverse Effect on Competition" (AAEC) have been declared as an offence under the Competition Act, 2002, as amended by the Competition (Amendment) Act, 2007. Such practices should be severely discouraged with strong measures. In case of evidence of cartel formation, detailed cost analysis may be done by associating experts if necessary. Besides, suitable administrative actions can be resorted to, such as rejecting the offers, reporting the matter to trade associations, the Competition Commission or NSIC, etc., and requesting them, inter-alia, to take suitable strong actions against such firms. New firms may also be encouraged to get themselves registered for the subject goods to break the monopolistic attitude of the firms forming a cartel. Changes in the mode of procurement (GTE instead of OTE) and packaging/slicing of the tendered quantity and items may also be tried. A warning clause may also be included in the bid documents to discourage the bidders from indulging in such practices. MDL may also debar the tenderers indulging in cartel formation/collusive bidding/bid rigging for a period of two years from participation in the tenders of the Purchaser.
- 36.** Contractors shall not engage employees of other contractors presently working in MDL & recorded at Security Dept. The contractor can engage such employee if other contractor gives No Objection Certificate for such engagement & cancel the name of such desirous employee from his roll & accordingly convey to Security. The contractor engaging such employee without permission is liable for penalty including termination of contract & forfeiture of Security Deposit. Such penalty can also be imposed if it is observed that supervisors/ Workers deployed by contractor are not on their roll as per statement submitted by him at Security.
- 37.** The contract will be governed by GCC while executing work. In case of discrepancy, clauses mentioned in Tender, Scope and Rate sheet will override the clauses mentioned in other enclosures including GCC.
- 38.** In the event of placement of order on unregistered vendor, the firm shall apply for registration through **Mr. B Wakchaure**, Outsourcing dept., Tel. No. 23763350, within one month from placement of order.
- 39.** Procedure for Entry Passes for the Contractor's Employees: - A Detailed procedure is displayed on the website www.mazagondock.in under →Work/Service Contracts



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40. PUBLIC GRIEVANCE CELL:

A Public Grievance Cell has been set up in the Company. Members of public having complaints or grievances are advised to contact **Mr. Rajiv Ranjan Kumar, ED(EY)** on Wednesday between 10.00 hours and 12.30 hours in his office on D4 building, 4th floor, EY, MDL or send their complaints / grievances to him in writing for redressal. Contact Telephone No is 23753512.

41. BREACH OF OBLIGATION CLAUSE WITH RESPECT TO BID SUBMITTED:

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

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

41.2. Bidder fails or refuses to execute the contract upon notification of acceptance of bid by the Purchaser during the period of bid validity.

42. MDL reserves the right to consider placement of Order / Contract in part or in full against the tendered quantity or reject any or all bids or to cancel the tender without assigning any reason.

43. In case of the performance of the contractor is not satisfactory, MDL reserves the right to cancel the order.

44. In case of proper on-line filling of Acceptance Formats for Tender Enquiry Form, GCC it shall be presumed that all our tender terms & conditions are acceptable to you.

45. We look forward to your participation in e-bidding by offering your most competitive and reasonable bid against this tender.

Yours faithfully,
For MAZAGON DOCK
SHIPBUILDERSLIMITED,

RAJKUMAR DEORI
(022 2376 3337)
raj कुमार@mazdock.com

Following documents, references & formats form a part of the tender:

Annexure – 1	Scope of work
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Annexure – 2	Illustrative Rate sheet format.
Annexure – 3	Details of remittance to MDL's Bank Account
Annexure – 4	(Tender Enquiry Form) TEF Acceptance format
Annexure – 5	General Conditions of Contract (GCC)
Annexure – 6	Acceptance Format for General Conditions of Contract (GCC) for Services
Annexure – 7	GST terms & conditions
Annexure – 8	Declaration Certificate For Local Content
Annexure – 9	Declaration by bidder for Restrictions under rule 144(xi) of general financial rules GFRs, (2017)
Annexure – 10	Illustrative format of Work Done Certificate
Annexure – 11	MDL Bank Account Details For Remittance Of EMD / SD
Annexure – 12	RTGS / NEFT – Mandate Authorization Form
Annexure – 13	Format For Information Of Past Orders
Annexure – 14	Proforma Bank Guarantee For EMD
Annexure – 15	Proforma Bank Guarantee For Performance Security
Annexure – 16	Bidder's undertaking for conflicts of Interest
Annexure – 17	PROFORMA OF UNCONDITIONAL AND SURETY BOND FOR PERFORMANCE SECURITY
Annexure – 18	PROFORMA OF UNCONDITIONAL AND SURETY BOND FOR BID BOND / EMD

REFERENCES:

Terms & Conditions (Available on MDL Website www.mazagondock.in → Works / Service or www.mazagondock.in → Procurement → Tenders → Ship Building Outsourcing/ SB OTS STACS Format).

- 1) GENERAL CONDITIONS OF CONTRACT (GCC)
- 2) Official Secrets Act 1923.
- 3) Safety Code for Sub-Contractors.
- 4) Procedure for entry passes



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ANNEXURE-1

AGM(SB-MTC)/Cherry Picker/122

SCOPE OF WORK:

Description of works/supplies/services

Hiring of 'Boom Lift' (hereinafter referred as 'Cherry Picker') to carry out maintenance activities of Level Luffing Cranes and other maintenance activities at North Yard, South Yard, South Yard Annex and Alcock Yard of MDL.

1. General Scope of regarding Hiring of Cherry Picker:

- I. The Bidder shall provide Cherry Picker of minimum Load Capacity at minimum working height as mentioned in Pre-Qualification criteria (PQC) on hiring basis for working in MDL on as & when required basis. The stated service of hiring Cherry Picker may be required round the clock, 24X7 basis including Saturday, Sunday and holidays.
- II. The Cherry Picker to be deployed for intended operations in MDL shall have passed the valid Load Test as per the guidelines of Directorate of Industry, Safety & Health (DISH). Further, the appropriate certificate of fitness of subject lifting machineries shall be made available before deployment.
- III. Before deployment of Cherry Picker, the Contractor shall have valid documents of Cherry Picker like RC Book, Insurance Certificate, and PUC etc. Operator shall have valid Heavy Goods Motor Vehicles (HGMV) license.
- IV. Deployed Cherry Picker should be registered in the name of the Contractor's or its proprietor.

However, under exceptional circumstances the Contractor may be allowed by MDL to deploy & utilize Cherry Picker of Third Party as a special case depending upon the situation, MDL reserve the rights to allow/disallow for each case.

The Contractor must have all valid documents like RC Book, Insurance Certificate, and PUC etc. All the responsibilities of such third party Cherry Picker will have to be owned by the main contractor (to whom contract shall awarded by MDL).

- V. It also should be noted that subletting of contract will not be permitted.
- VI. Decision regarding acceptance or rejection of any hired Cherry Picker offered by the Contractor shall always remain with MDL and MDL's decision shall be final and binding upon the Contractor. If it is observed at any point of time during operational, the performance of deployed Cherry

M. Kumar

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Picker is found compromised or not performing to required standards, then MDL reserves all rights to discontinue the usage of Cherry Picker and to initiate strict necessary action for the financial loss occurred to MDL due to this compromised functioning Cherry Picker.

2. The Contractor Scope:

- I. The Contractor shall depute Cherry Picker having capacity as stated above in para 1 at MDL.
- II. The Contractor shall arrange for its entry passes and necessary permissions in MDL as per standard rules at their own cost.
- III. Essential tools should be available on the Cherry Picker at all times in serviceable condition. The fuel tank should be full while coming to work in MDL.
- IV. Fuel & Lubrication oil required for Maintenance & Operations of Cherry Picker, arrangement of Safety Gears for Contractor's Crew, obtaining permissions from statutory authorities /regulatory /safety rules, RTO Rules & Regulations shall be in the Contractor's scope.
- V. In case of any breakdown of Cherry Picker during the job or otherwise also, the Contractor has to rectify it within 2 hours and payment shall be made only for working hours and payment shall not be done for breakdown hours.
- VI. The Contractor shall visit the site in MDL before bidding in tender to ensure complete understanding of Scope of Work.

3. MDL scope:

- I. MDL will assist in Entry and exit of Cherry Picker and operators at MDL.
- II. Work Completion Certificate will be issued by SB-MTC after successful complication of Jobs.
- III. Free air, water & Electricity, storage space for tool kits etc if necessary will be provided by MDL

4. Operational Norms and Conditions:

- I. For operations of Cherry Picker for execution of work at site, the Contractor shall depute their supervisor/representative to ensure proper coordination.

M. Kumar

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[Signature]



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AGM(SB-MTC)/Cherry Picker/122

- II. Skilled Operator must board the working platform of Cherry Picker if required along with MDL Operatives during operation.
- III. The Cherry Picker should be fully / comprehensively insured by the Contractor at Contractor's his own cost for all risks. All liabilities whatsoever arising from the Cherry Picker shall be of Contractor only. The Contractor has to produce valid Insurance documents to SB-MTC Section whenever asked.
- IV. The Contractor's operator & helper along with Cherry Picker will report to designated concerned executives of respective yards (North Yard, South Yard, South Yard Annex and Alcock Yard) of SB-MTC Departments as per their requirements / instructions. Mobilization of Cherry Picker at MDL is to be arranged by the Contractor at his own cost.
- V. The Contractor has to maintain proper duty slips / challan / log sheets in the appropriate format for the work done. The Contractor's representative must ensure that the same will be certified by an Officer not below the rank of Chief Manager. In case of any dispute, the decision of MDL in the matter shall be final and legally binding on the Contractor.
- VI. MDL reserves the right to inspect Original or copies of RC / TC / Insurance Certificates / Route Permits / PUC Certificates / Fitness Certificates etc. of the Cherry Picker and also for its suitability, performance and condition for MDL use from time to time and may return such Cherry Picker which are not found suitable for work and shall be replaced by Contractor immediately.
- VII. In cases where the Cherry Picker provides by the Contractor needs to be replaced, the Contractor should submit a request for replacement vehicles to executive of SB-MTC by way of written letter.
- VIII. Any material belonging to the contractor including waste, consumables generated by the contractor has no requirement at MDL site shall be remove from MDL premises immediately to free up the space.
- IX. Contractor shall ensure strict adherence of all requirements such as like minimum wages, insurance of deployed manpower, insurance of Cherry Picker etc & inform MDL about it as necessary

5. Payments Terms & Conditions

- I. Working Period of shift is Nine hours, excluding 1/2 hrs lunch break. It will be calculated from the time the operator report with Cherry Picker in MDL inside premises to SB-MTC executives and till the time Cherry Picker is released from MDL.

M. Kumar

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AGM(SB-MTC)/Cherry Picker/122

II. Charges will be paid as follows:

- a. Hiring Charges & Time will be calculated after reporting of Vehicle at Site and not from Garage to Garage basis.
- b. For working 9 hours from the time of reporting: Full shift charges.
- c. For working 4.5 hours from time of reporting: 1/2 shift charges.
- d. For working hours other than above: Payment will be made on pro-rata basis.

Rate per hour = Rate per shift/9hrs.

- e. If breakdown occurs during the work, the Contractor has to resolve the same and make Cherry Picker operational within 02 Hrs of reporting breakdown. If the Contractor fails to resolve the breakdown within 02 Hrs, Payment will be made on pro-rata basis only for actual duration of Cherry Picker operation.

6. Penalty Clause:

- I. Time is an important factor of the contract therefore the Cherry Picker is to be provided within 24 hrs after intimation of SB-MTC dept. In case of delays, following penalties shall be imposed and shall be deducted from bills.
 - a. If the Contractor fails to execute the work due to non availability of Cherry picker or breakdown any day, charges of that day/s shall not be paid and additional penalty of Rs. 10,000/- per day shall be recovered from the running bill.
 - b. If the failures are repetitive, MDL may terminate the contract without paying any compensation to the Contractor.

7. Mobilization & De-Mobilization period:

- I. Mobilization & De-Mobilization period is 15 Days. Mandatory formalities such as Permanent Gate Pass, Security clearance, police verification etc to be completed with mobilization & de-mobilization period.
- II. The Contractor shall provide Cherry Picker within 24 hours of intimation from SB-MTC and leave the place of work with Cherry Picker immediately after completion of work. MDL will not provide parking space for Cherry

M. Kumar

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AGM(SB-MTC)/Cherry Picker/122

Picker. If Contractor park the Cherry in MDL Premises it will be own risk. No charges will be paid to the Contractor for the period of parking

- III. Irrespective of requirements of Cherry Picker at site, the passes for operators should be made & kept ready at all times (including standby operator) in the entire duration of the contract for hassle free operation & to avoid any delay.
- IV. Mobilization & De-Mobilization of Cherry Picker will be considering as one unit.

8. Safety :

- I. Since the work is expected to be carried out at greater heights by the Contractor, it is expected that the Contractor should maintain the Cherry Picker at all times and no technical failures occurs in midst of operation
- II. The Contractor shall take all necessary safety precautions at all times during execution of work. Vendor should provide proper personal protective equipment & other safety equipment to his work team. The Contractor should ensure that safety gear such as safety belts, safety helmets, safety shoes, safety gloves etc are used by his work team at all times during execution of work. **No worker should be allowed to work inside the MDL premises wearing slippers/chappals.**
- III. In case of any Accident causing injury/casualty to any one from Contractor's team while caring out the work, the complete responsibility lies with the firm


नुकेश कुमार
NIRMAL VINAYAK RANJANE
उप महाप्रबंधक (ज.नि.-अनुबंध)
DEPUTY GENERAL MANAGER (SB-MAINTENANCE)
माझगांव डॉक शिपबिल्डर्स लिमिटेड
MAZAGON DOCK SHIPBUILDERS LIMITED



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ANNEXURE-2

Rate Sheet (Illustrative)

Blank Rate sheet

Sr No	Description	Quantity (No. of 9 hrs. shifts)/ No. of Mob& De-Mob as one unit)	Total Cost without GST in Rupees	GST %	HSN/ SAC code	Total Cost with GST in Rupees
1	Hiring of Cherry Picker of Minimum 58 Mtr working Height	10				
2	Mobilization & Demobilization Charges	10				
3	Hiring of Cherry Picker of Minimum 70 Mtr working Height	12				
4	Mobilization & Demobilization Charges	12				
Total Value in Rs						

THIS IS AN ILLUSTRATIVE RATE SHEET ONLY. BIDDER HAS TO QUOTE ONLINE AS PER THE PRICE BID FORMAT AVAILBALE ON GEM-PORTAL.

COMPANY'S NAME & ADDRESS:

SIGNATURE:

DATE:

NAME:

DESIGNATION:

BIDDER'S COMPANY SEAL:

NOTE:

- i) This rate sheet is only for illustration purpose & for the purpose of indicating tax and whether quoted / not quoted, as per TEF (Tender enquiry form).



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- ii) Bidder while quoting should consider the all costs such as labour, hike in the minimum wages, transportation, equipment, all incidental expenses, consumables, taxes etc
- iii) This is an illustrative rate sheet only. Bidder has to quote online as per the price bid format available on e-Gem portal.
- iv) Quantity shown is indicative. However, Payment shall be made as per actual work done.
- v) An **illustrative example** of blank rate sheet to be uploaded in cover 1 (Part 1 – Technical bid) is given below:

Sr No	Description	Quantity (No. of 9 hrs. shifts)/No. of Mob& De-Mob as one unit)	Total Cost without GST in Rupees	GST %	HSN/ SAC code	Total Cost with GST in Rupees
1	Hiring of Cherry Picker of Minimum 58 Mtr working Height	10	Pl write remark as QUOTED /NOT QUOTED	18	996600	Pl write remark as QUOTED /NOT QUOTED



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ANNEXURE-3

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

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

BANK AND BRANCH: **STATE BANK OF INDIA, COMMERCIAL BRANCH, FORT,**

MUMBAI-400023

TYPE OF ACCOUNT: CURRENT

BANK ACCOUNT NO: 11079519138

IFSC CODE: SBIN0006070

SWIFT CODE: SBININBB101

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	Vendor Code	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.



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Annexure-4

TEF (TENDER ENQUIRY FORMAT) ACCEPTANCE FORMAT

To,
MAZAGON DOCK SHIPBUILDERS LIMITED
OUTSOURCING DEPARTMENT.

TEF CLAUSE No.	BIDDER'S REMARK	TEF CLAUSE No.	BIDDER'S REMARK
	ACC. / DEV.		ACC. / DEV.
1		2	
3		4	
5	Not Applicable	6	
7		8	
9		10	Not Applicable
11		12	
13		14	
15		16	
17	Not Applicable	18	
19	Not Applicable	20	Not Applicable
21		22	Not Applicable
23		24	
25		26	
27		28	Not Applicable
29	Not Applicable	30	Not Applicable
31		32	
33		34	
35		36	
37		38	



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39		40	
41		42	
43		44	
45			

COMPANY'S NAME & ADDRESS:

SIGNATURE:

DATE:

NAME:

DESIGNATION:

BIDDER'S COMPANY SEAL:

NOTE:

1. Bidders should carefully read the Terms & Conditions of the Tender Enquiry Form (TEF) prior to filling up this acceptance format.
2. This format should be properly filled, signed and bidder shall upload the scanned copy of the same online.
3. Bidder(s) should indicate "ACC" for Accepted, "DEV" for Deviation Taken for each clause number in the above table.
4. Bidder(s) to attach Separate Sheet indicating all relevant details such as Number & description of the Clause, Reasons for Deviation and Alternative suggested for any deviations taken by them.
5. Clause numbers shown in the above format also includes the sub-clauses under these clauses.



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Annexure – 5

GENERAL CONDITIONS OF CONTRACT (GCC) FOR 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 Defense Production, Ministry of Defense, Government of India, the Indian Navy, the Coast Guard and any other specified authority.

Unless otherwise indicated specifically by the bidder / contractor in his bid, it shall be construed as his acceptance of all the conditions mentioned in this GCC.

1. TENETS OF INTERPRETATION

Unless where the context requires otherwise, throughout the contract:

- a) The heading of these conditions shall not affect the interpretation or construction thereof.
- b) Writing or written includes matter either whole or in part, in digital communications, manuscript, typewritten, lithographed, cyclostyled, photographed, or printed under or over signature or seal or digitally acceptable authentication, as the case may be.
- c) Words in the singular include the plural and vice-versa.
- d) Words importing the masculine gender shall be taken to include other genders, and words importing persons shall include any company or association or body of individuals, whether incorporated or not.
- e) Terms and expression not herein defined shall have the meanings assigned to them in the Contract Act, 1872 (as amended) or the Sale of Goods Act, 1930 (as amended) or the General Clauses Act, 1897 (as amended) or of INCOTERMS, (current edition published by the International Chamber of Commerce, Paris) as the case may be.



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- f) Any reference to 'Goods' shall be deemed to include the incidental Works/ Services also.
- g) Any generic reference to GCC shall also imply a reference to TEF as well.
- h) In case of conflict, provisions of TEF shall prevail over those in GCC.
- i) Any reference to 'Contract' shall be deemed to include all other documents (inter-alia GCC, TEF).
- j) Any reference to any legal Act, Government Policies or orders shall be deemed to include all amendments to such instruments, from time to time, till date.
- k) Fall Clause shall be expressly applicable in the case of Rate Contract.

2. LANGUAGE OF CONTRACT

Unless otherwise stipulated in TEF, the contract shall be written in the Official Language or English. All correspondence and other contract documents, which the parties exchange, shall also be written/ translated accordingly in that language. For Purchase Manual 5th Edition - Goods & Services - Rev. 0 dtd.07/09/2023 Page 172 of 263 purposes of interpretation of the contract, the English documents/ translation shall prevail.

3. GOVERNING LAWS AND JURISDICTION

3.1 Governing Laws and Jurisdiction

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

3.2 Changes in Laws and Regulations

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

4. CONFIDENTIALITY, SECRECY AND IPR RIGHTS



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a) IPR Rights

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

b) Confidentiality

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

c) Secrecy

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

d) Obligations of the contractor

- I. Without MDL's prior written consent, the contractor shall not use the information mentioned above except for the sole purpose of performing this contract.
- II. The contractor shall treat and mark all information as confidential (or Secret – as the case may) and shall not, without the written consent of MDL, divulge to any person other than the person(s) employed by the contractor in the performance of the contract. Further, any such disclosure to any such employed person shall be made in confidence and only so far as necessary for such performance for this contract.
- III. Notwithstanding the above, the contractor may furnish to its holding company or its Subcontractor(s) such documents, data, and other information it receives from MDL to the extent required for performing



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the contract. In this event, the contractor shall obtain from such holding company/ Subcontractor(s) an undertaking of confidentiality (or secrecy – as the case may be) similar to that imposed on the contractor under the above clauses.

IV. The obligation of the contractor under sub-clauses above, however, shall not apply to information that:

- (aa) The contractor needs to share with the institution(s) participating in the financing of the contract;
 - (ab) now or hereafter is or enters the public domain through no fault of Contractor;
 - (ac) can be proven to have been possessed by the contractor at the time of disclosure and which was not previously obtained, directly or indirectly, from MDL; or
 - (ad) otherwise lawfully becomes available to the contractor from a third party that has no obligation of confidentiality.
- V. The above provisions shall not in any way modify any undertaking of confidentiality (or Secrecy – as the case may be) given by the contractor before the date of the contract in respect of the contract/ the Tender Document or any part thereof.
- VI. The provisions of this clause shall survive completion or termination for whatever reason of the contract.

5. PERMITS, APPROVALS AND LICENSES

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

6. TRANSFER OF TITLE OF GOODS: -Not Applicable

7. EXTENSION OF DELIVERY PERIOD: -Not Applicable

8. DEFAULTS, BREACHES & TERMINATION OF CONTRACT

Termination due to Breach, Default, and Insolvency

(a) Defaults and Breach of Contract



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

(i) Default in Performance and Obligations

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

(ii) Insolvency

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

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

(b) Notice for Default

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

(c) Terminations for Default

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

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



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(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.



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9. CLOSURE OF CONTRACT

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

10. COMMUNICATION AND LANGUAGE FOR DOCUMENTATION

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

11. PRESERVATION AND MAINTENANCE: - Not Applicable

12. FREIGHT AND INSURANCE: - Not Applicable

13. DEMURRAGE: - Not Applicable

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: Not Applicable



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17. RECOVERY-ADJUSTMENT PROVISIONS

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

18. INDEMNIFICATION

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

19. TRANSFER OF SUPPLIERS / CONTRACTOR'S RIGHTS

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

20. SUBCONTRACT AND RIGHT OF PURCHASER

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

21. PATENT RIGHTS

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

22. AGENTS/AGENCY COMMISSION

The seller confirms and declares to the buyer that the seller is the original manufacturer or authorized distributor/stockiest of original manufacturer of the goods referred to in this contract and has not engaged any individual or



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firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommended to the Buyer or any of its functionaries, whether officially or unofficially, to the award of the Contract / Purchase order to the Seller; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation.

The Seller agrees that if it is established at any time to the satisfaction of the Buyer that the present declaration is in any way incorrect or if at a later stage it is discovered by the Buyer that the Seller has engaged any such individual/firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this Contract / Purchase order, the Seller will be liable to refund that amount to the Buyer. The seller will also be debarred from participation in any RFQ/Tender for new projects/program with Buyer for a minimum period of five years.

The buyer will also have a right to consider cancellation of the Contract either wholly or in part, without any entitlement or compensation to the Seller who shall in such event be liable to refund all payments made by the buyer in terms of the Contract along with interest at the rate of 2% per annum or 6% whichever is higher above LIBOR (London Inter Bank Offer Rate) (for foreign vendors) and base rate of SBI plus 2% (for Indian Vendors).

The Buyer will also have the right to recover any such amount from any contracts concluded earlier with Buyer.

23. USE OF UNDUE INFLUENCE / CORRUPT PRACTICES

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

24. IMMUNITY OF GOVERNMENT OF INDIA CLAUSE

It is expressly understood and agreed by and between M/s. (Bidder / Supplier / Contractor) and Mazagon Dock Shipbuilders Limited, Dockyard Road, Mumbai – 400 010 (MDL) is entering into this Agreement solely on its own behalf and not on the behalf of any person or entity. In particular, it is expressly understood and agreed that the Government of India is not a party



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

25. EXPORT LICENCE

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

26. BANNED OR DE-LISTED CONTRACTORS / SUPPLIERS

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

27. DUTY OF PERSONNEL OF SUPPLIER/CONTRACTOR

MDL being a Defence Public Sector Undertaking, Bidder / Supplier / Contractor undertakes that their personnel deployed in connection with the entrusted work will not indulge in any activities other than the duties assigned to them.

28. DISPUTE RESOLUTION MECHANISM AND ARBITRATION

(a) Dispute resolution mechanism(DRM)

- (i) Any dispute/differences between the parties arising out of and in connection with the contract shall be settled amicably by mutual negotiations at HoS/HoD level.
- (ii) In case of non-settlement by (i) above, if at any time, before, during or after the contract period any unsettled claim, dispute or difference arose



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between the parties, upon or in relation to or in connection with or in any way touching or concerning this tender/agreement/order/contract, the same shall be referred to the concerned Functional Director. The Functional Director shall then nominate an Executive of the rank of General Manager whom he thinks fit and competent or a Committee of Executives who/which shall then scrutinize the claims/disputes that have been referred to the concerned functional Director and make efforts for amicable settlements by mutual discussions/negotiations.

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

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

(b) Arbitration (Applicable for Goods and Services)

Unresolved disputes/differences, if any, shall then be settled by Arbitration. The Arbitration proceedings shall be conducted at Mumbai, India, in English Language, under the Arbitration and Conciliation Act, 1996 as amended from time to time and the rules thereunder.

MDL prefers to have arbitration through Institutes such as Indian Council of Arbitration (ICA)/ICA-DR, Mumbai Centre for International Arbitration, International Chamber of Commerce (ICC), Singapore International Arbitration Centre (SIAC) with the mutual consent of the parties.

In case of unresolved difference/dispute between the Purchaser and Supplier, being Central Public Sector Enterprises/Central Govt. departments, the disputes shall be resolved firstly through mutual discussion or through the empowered agencies of the Govt. or through arbitration by reference by either party to the department of Public Enterprises, as per extant guidelines. If disputes/differences remain unresolved/unexecuted, the same shall be referred first to the Cabinet Secretariat and then, if necessary to the PMO.

Any changes to arbitration clause must be vetted by HOD (Legal) before incorporation in contract/PO.

29. JURISDICTION OF COURTS

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



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in Mumbai City, Maharashtra State, India i.e. courts in Mumbai shall alone have jurisdiction to decide upon any dispute arising out of or in respect of the contract.

30. CONTRACT LABOUR (REGULATION AND ABOLITION) ACT 1970

Contractor / Bidder shall obtain licence under Section 12 and 13 of the Contract Labour (Regulation and Abolition) Act, 1970 and rules made there under and the same should be kept valid at least until the expiry of contract with Purchaser. The registration and Licence under the Contract Labour (Regulation and Abolition) Act 1970 shall be renewed in time every year and if work continues for more than a year, a copy of the Licence is produced as and when demanded by the concerned authorities of Purchaser.

The Contractor / Bidder shall carryout his obligations and duties under the Contract Labour (Regulation and Abolition) Act, 1970 and the rules framed there under.

In the event any employee/s of Contractor / Bidder is advised by the concerned Department to deploy their employees for job during weekly-off, Sundays and holidays, the Contractor / Bidder must inform through Concerned Department the name/s of the employee/s in the prescribed format to CISF / Security and to the concerned Divisional Personnel by mentioning specifically 'Compensatory - Off', before 3 days from the date actual payment.

31. MINIMUM WAGES ACT

The Contractor / Bidder shall pay to his employees not less than the minimum wages and allowances applicable to the Engineering Industry as notified from time to time by the Central Government or the State Government whichever is higher under the Minimum Wages Act. Contractor / Bidder shall be responsible for timely payment of wages of all his employees engaged in the Purchaser's Yard, not less than the prescribed minimum wages in each case and without any deductions of any kind, except as specified by Government or permissible under the Payment of Wages Act.

The Contractor / Bidder must settle all the pending dues of the employees i.e. arrears of wages, proportionate leave wages, proportionate bonus payment, etc. Before winding up the site, the Contractor / Bidder shall pay all terminal dues to his employees such as Notice pay, Gratuity, Retrenchment compensation, etc.

32. BONUS ACT

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



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33. FACTORIES ACT

The Contractor / Bidder shall observe all applicable Rules and Regulations stipulated under Factories Act applicable to contract labour.

The Contractor / Bidder shall maintain a separate register prescribed under the Act and pay Privilege Leave wages to all eligible employees.

On completion of execution of the contract and before winding up, the Contractor / Bidder shall pay proportionate Privilege Leave wages to all eligible employees.

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

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

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

(b) under the Family Pension Scheme, and

(c) under the Employees' Deposit Linked Insurance Scheme and pay the contributions both in respect of his employees and his own. He shall submit all the necessary returns and other particulars periodically as prescribed under the said Act. Contractor / Bidder shall cover from the first day working all his contract labour on MDL jobs by filling requisite returns to concerned Statutory authorities and obtaining Code Numbers / Account Numbers. Contractor / Bidder shall remit employees' and employers' contributions directly to the concerned authorities along with Inspection and Administrative Charges as per relevant provisions of the concerned Acts and Schemes made there under within 15 days from the close of every month. The Contractor / Bidder must submit copies of P. F. dues payment challans, copy of Form No. 12 (A), copy of form No. 6 (A) (Annually) and copies of Muster Roll of their workmen every month to Corporate Personnel Department before renewal of passes for entry into the yard. The Contractor / Bidder must also attend to P. F. Inspections by concerned authorities and submit copy of the Inspection Report. The Contractor / Bidder through his own P. F. code number shall fill in P. F. / Pension settlement forms of all the employees engaged in Purchaser's Yard, well in advance of last working day and forwards the said settlement forms to the respective P. F. Commissioner's office for settlement. Contractors who are yet to obtain PF code shall apply for Code no s to PF Commissioners Office and furnish copies of the same to Corporate Personnel Department. Purchaser shall recover PF dues from the contractors running bills till such time the PF Code no is obtained.

The Contractor / Bidder may contact Corporate Personnel Department for the purpose to seek any / all clarification / necessary advice for completion of



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procedural work such as filling labour challans, E. S. I., P. F. – declaration forms, covering their labour under Group Insurance Policy, etc. An Administrative charge @ Rs. 10/- per employee per month for such consultancy will be recovered from all the contractors from the bills of the respective contracts.

35. EMPLOYEES' STATE INSURANCE ACT

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

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

36. SAFETY

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

The Contractor / Bidder shall be required to provide his workmen with Boiler Suits of any suitable color 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



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

37. POLICE VERIFICATION OF EMPLOYEES

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

38. FORCE MAJEURE

If at any time during the execution of the goods / service order, the performance in whole or in part by either Purchaser or and by the Bidder(s) / Supplier(s) / Purchase Manual 5th Edition - Goods & Services - Rev. 0 dtd.07/09/2023 Page 184 of 263 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.



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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.

39. CODE OF INTEGRITY IN PUBLIC PROCUREMENT

Procuring authorities (including indenter) as well as bidders, suppliers, contractors and consultants should observe the highest standard of ethics and should not indulge in the following prohibited practices, either directly or indirectly, at any stage during the procurement process or during execution of resultant contracts:

39.1 Corrupt practice

Making offers, solicitation or acceptance of bribe, rewards or gifts or any material benefit, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process or contract execution.

39.2 Fraudulent practice

Any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. This includes making false declaration or providing false information for participation in a tender process or to secure a contract or in execution of the contract.

39.3 Anti-competitive practice

Any collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of The Competition Act, 2002, between two or more bidders, with or without the knowledge of MDL, that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, non-competitive levels.

39.4 Coercive practice

Harming or threatening to harm, persons or their property to influence their participation in the procurement process or affect the execution of a contract.

39.5 Conflict of interest

Participation by a bidding firm or any of its affiliates that are either involved in the consultancy contract to which this procurement is linked; or if they are



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part of more than one bid in the procurement; or if the bidding firm or their personnel have relationships or financial or business transactions with any official of MDL who are directly or indirectly related to tender or execution process of contract; or improper use of information obtained by the (prospective) bidder from MDL with an intent to gain unfair advantage in the procurement process or for personal gain.

39.6 Obstructive practice

Materially impede MDL's investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding MDL's rights of audit or access to information.



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Annexure-6

ACCEPTANCE OF GENERAL CONDITIONS OF CONTRACT (GCC) FOR SERVICES

To,
Mazagon Dock Shipbuilders Limited

GT & C Clause No.	Bidder's Remark	GT & C Clause No.	Bidder's Remark	GT & C Clause No.	Bidder's Remark
	Acc. / Dev.		Acc. / Dev.		Acc. / Dev.
1		15		29	
2		16	Not Applicable	30	
3		17		31	
4		18		32	
5		19		33	
6	Not Applicable	20		34	
7	Not Applicable	21		35	
8		22		36	
9		23		37	
10		24		38	
11	Not Applicable	25		39	
12	Not Applicable	26			
13	Not Applicable	27			
14		28			

COMPANY'S NAME & ADDRESS:

SIGNATURE:



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DATE:

NAME:

DESIGNATION:

BIDDER'S COMPANY SEAL:

NOTE:

1. Bidders should carefully read the GCC prior to filling up this acceptance format (available on MDL Web site).
2. This format should be properly filled, signed and bidder shall upload the scanned copy of the same online
3. Bidder(s) should indicate "ACC" for Accepted, "DEV" for Deviation Taken for each clause number in the above table.
4. Bidder(s) to attach Separate Sheet indicating all relevant details such as Number & description of the Clause, Reasons for Deviation and Alternative suggested for any deviations taken by them.
5. Clause numbers shown in the above format also includes the sub-clauses under these clauses.



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Annexure-7

TERMS RELATED TO TAXES (GST)

1. GST as per GST Laws shall be payable extra as quoted and agreed.
2. In case of purchases of goods/services from unregistered dealers under GST Laws, GST will be paid by MDL under reverse charge mechanism.
3. Benefits from reduction in rate of tax/ITC are required to be passed on to consumer. Where “applicable GST” has been quoted as extra, Goods and service providers (except un-registered dealers under GST Law) have to submit declaration that they have complied with ‘Anti-profiteering clause’ under GST Law. Such declaration be given in technical bid.
4. If the vendor is registered under GST, vendor shall mention the HSN code for goods &/or services in their tax invoice, etc. These codes must be in accordance with GST Laws and responsibility of specifying correct HSN codes for goods &/or services is that of the vendor. 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 on MDL or any loss due to delay in availing ITC by MDL or any loss of ITC to MDL due to errors by vendors at any stage. MDL reserves right to recover any such interest, penalty or loss from any amount due to Supplier / Contractor or otherwise.
5. In case, MDL is unable to avail ITC, supplier/contractor at their own cost shall rectify the shortcoming in the returns to be filed immediately thereafter. Further, if the ITC is delayed / denied to MDL / reversed subsequently as per GST Laws due to non / delayed receipt of goods and / or services and / or tax invoice or expiry of timelines prescribed in GST Laws for availing ITC, non-payment of taxes or non-filing of returns or any other reason not attributable to MDL, Supplier / Contractor shall pay any loss of amount along with interest and penalty on MDL under GST Laws for the number of days the ITC was delayed. If the short coming is not rectified by supplier/contractor and MDL ends up in reversal of credits and / or payments, supplier /contractor is fully liable for making good all the loss incurred by MDL. MDL reserves right to recover any interest, penalty or loss from any amount due to Supplier / Contractor or otherwise.
6. If the vendor is registered under GST, the GST registration number (15 digit GSTIN) issued by GOI shall be mandatorily provided by the vendor. Vendor having multiple business verticals within state / at multiple states with separate GST registration numbers shall forward GSTIN of only that vertical which is involved in supply of goods and/or services. MDL GSTIN is 27AAACM8029J1ZA and vendor shall mention the same while invoicing and avoid any data entry error on GST Gem portal.



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7. If the vendor is registered under GST, Vendor shall ensure timely submission of invoice as per the provisions / requirement / timeline promulgated by GOI in relation to GST Law with all required supporting documents to enable MDL to avail input tax credit promptly. The vendors invoice inter alia should contain GSTIN of vendor, GSTIN of MDL (i.e. 27AAACM8029J1ZA), GST tax rate separately, HSN code wise goods or services, place of supply, signature of vendor, etc. Original invoice needs to be submitted to Bill Receipt Centre at MDL gate, and a copy of the invoice should be given to the goods receiving section(GRS).
8. If the vendor is registered under GST, vendor shall file all applicable returns under GST Laws in the stipulated time & any losses of tax credit to 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.
9. The rate sheet enclosed with the tender will indicate the rates to be entered under each head wherever applicable. Bidders must clearly mention the applicable Taxes & Duties. The item-wise rates (i.e. Basic+P&F+F&I) quoted in the Rate Sheet should exclude Taxes & Duties. Bidder should indicate GST rates as applicable separately under each of the head in the same Rate sheet, which will be paid extra based on tax invoice to the extent applicable. The GST will be applicable on total basic rate of each item (i.e. Basic + P&F + F&I).

COMPANY'S NAME & ADDRESS:

SIGNATURE:

DATE:

NAME:

DESIGNATION:

BIDDER'S COMPANY SEAL:



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Annexure-8

DECLARATION CERTIFICATE FOR LOCAL CONTENT

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

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

IN RESPECT OF BID / TENDER No.

.....

ISSUED BY: (Name of Firm):

.....

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

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

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

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

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

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

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



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Tender Item Sr No	Local content calculated as above %	Location of local value addition
All line items of tender	100%*	Mumbai

***If local content percentage value other than above then write off 100% and write exact value with sign & stamp.**

Attach separate sheet duly signed if space is not sufficient

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

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

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

SIGNATURE: _____

DATE: _____

Seal / Stamp of Bidder



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Annexure-9

Declaration by bidder for RESTRICTIONS UNDER RULE 144(XI) OF GENERAL FINANCIAL RULES GFRS, (2017) AS PER DIRECTIVES F NO. DPE/7(4)/2017-FIN DTD 24.02.2023 & ORDER NO F.7/10/2021-PPD (1) DTD 23.02.2023

(On bidder's Letter Head)

I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that our Firm M/s..... is not from such a country and does not have any specified Transfer of Technology (TOT) from such a country or, if from such a country or if having specified TOT from such a country has been registered with the Competent Authority.

I hereby certify that our Firm M/s..... fulfills all requirements in this regard and is eligible to be considered for procurement on GeM. [Where applicable, evidence of valid registration by the Competent Authority shall be attached along with this declaration as per the case]

Note – The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. MDL reserves the right to consider placement of Order / Contract or reject any or all tenders/Orders without assigning any reason.

COMPANY'S NAME & ADDRESS:

SIGNATURE:

DATE:

NAME:

DESIGNATION:

BIDDER'S COMPANY SEAL:



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Annexure-10

ILLUSTRATIVE FORMAT OF WORK DONE CERTIFICATE

(WDC to be prepared by the contractor on their letterhead & to be submitted to the certifying authority)

WDC Ref. no.

WDC date:

MDL Sub-Contract Order no. & date: _____ dated _____.

The following work/s is/are completed to the satisfaction of MDL as per the above mentioned PO and the following is certified for payment.

PO Line item No.	Service No.	Line item work descri ption.	Line item – PO Qty.	Line item Qty. – certified up to previous WDC	Line item Qty. – certified through this WDC	Actual work done schedule		LD applicable (Yes/No) & if yes, no. of delayed days.
						Start Date	End Date	

The following work/s is/are completed to the satisfaction of MDL as per the above mentioned PO and the following is certified for payment.

Amount claimed up to previous WDC:		(exclusive taxes)
Amount claimed under this WDC:		(exclusive taxes)
Cumulative amount claimed as on date:		(exclusive taxes)
Order value:		(exclusive taxes)

From Contractor
Signature & stamp of Contractor.

From MDL
Signature & stamp of WDC issuing
authority. (Not below the rank of
Chief Manager)

Date:

Date



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Annexure-11

MDL BANK ACCOUNT DETAILS FOR REMITTANCE OF EMD / SD:

1. Contractors/bidders can use the following links/steps for making online payment of EMD/SD.
 - a. www.mazagondock.in/onlinepayment.aspx
OR
 - b. Follow the following steps.
 - Go to www.mazagondock.in
 - Click on online payment tab available on home page.
 - 4 options viz. Career, tender, security, scrap/disposal will be available.
 - Click on the respective tab and make the payment online using debit cards, credit cards, net banking, BHIM / UPI etc. after filling the required details.
2. Details to be filled by bidders making online remittance of funds in MDL's bank account:

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

Signature of Vendor/Representative



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Annexure-12

Mazagon Dock Shipbuilders Limited
Dockyard Road,
Mumbai – 400 010

RTGS / NEFT – Mandate Authorization Form

1.	Vendor Name	:	
2.	PAN No.	:	
3.	Vendor Address	:	
4.	Vendor's Telephone	:	
5.	E-Mail Address	:	
6.	Bank Name	:	
7.	Bank Address Fax No. Telephone No.	:	
8.	Account No.	:	
9.	Account Type	:	
10.	NEFT Code	:	
11.	RTGS Code	:	
12.	MICR No.	:	
13.	Excise No.	:	
14.	GST No.	:	

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

Date

Suppliers Seal

**Authorized Signature of the
suppliers**

Certified that the particular as per Serial No. 1 to 14 are correct as per our records.

Date

Bank's Stamp

**Authorized Signatories of Bank
Officers**



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Annexure-13

FORMAT FOR INFORMATION OF PAST ORDERS:

Bidders are required to submit information of past orders as per tender clause no. 8.

[illegible]



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Annexure-14

PROFORMA BANK GUARANTEE FOR 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 include 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-fulfillment 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 fulfill 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 favor of the Company all the rights and defenses 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 not withstanding 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.



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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, actor 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 up to and including; and

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

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

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

For Bank

(by its constituted attorney

or the person authorized to sign)

(Signature of a person authorized

to sign on behalf of "the Bank")



MAZAGON DOCK SHIPBUILDERS LTD.
OUTSOURCING DEPARTMENT
TWO BID GEM TENDER GEM/2025/B/6635408

Biennial Rate Contract (BRC) for hiring of Boom Lift (hereinafter referred as Cherry Picker) for maintenance of Level Luffing Cranes and other maintenance activities at North Yard, South Yard, South Yard Annex and Alcock Yard of MDL.

Annexure-15
PROFORMA BANK GUARANTEE FOR PERFORMANCE SECURITY

(ILLUSTRATIVE FORMAT)

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

IN CONSIDERATION OF MAZAGON DOCK SHIPBUILDERS LIMITED, a company incorporated under the Companies Act 1956 and having its registered office at Dockyard Road, Mumbai 400010 (hereinafter referred to as the "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 Messer's 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 fulfilment 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-fulfilment 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



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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")



MAZAGON DOCK SHIPBUILDERS LTD.
OUTSOURCING DEPARTMENT
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Annexure-16

Bidder's undertaking for conflicts of Interest

I/We(Name).....
.....in capacity of (Post/Designation)
.....For
M/s..... hereby confirm
that we have read and understood the tender clauses related to "Conflicts of interests
for bidders" and confirm that our Firm
M/s..... is not in
conflict of interest with other bidders/agents in any way.

COMPANY'S NAME & ADDRESS:

SIGNATURE:

DATE:

NAME:

DESIGNATION:

BIDDER'S COMPANY SEAL:



MAZAGON DOCK SHIPBUILDERS LTD.
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Annexure-17

PROFORMA OF UNCONDITIONAL AND SURETY BOND FOR
PERFORMANCE SECURITY
(ILLUSTRATIVE FORMAT)

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

1. 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 orderdated..... . (hereinafter called "the order" which expression shall include any amendments/alterations to "the order" issued by "the Purchaser") for the supply , delivery at site, installation and commissioning of certain equipment, item/services/civil works etc. as stated in the said Order and the Purchaser having agreed with the Contractor/Supplier to accept an unconditional and irrevocable Insurance Surety Bond in lieu of Performance Security payable under the said order for the fulfillment and performance of the said order, We,Surety Insurer having office at..... (hereinafter referred to as "the Surety" which expression shall 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,the Surety further agree that the Purchaser shall be sole judge whether the said Contractor/Supplier has failed to perform or fulfil the said order in terms thereof or committed breach of any terms and conditions of the order and the extent of loss, damage, cost, charges and expenses suffered or incurred or would be suffered or incurred by the



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Purchaser on account thereof and we waive in the favor of the Purchaser all the rights and defences to which we as surety may be entitled to.

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

3. We, Purchaser that the Purchaser in any order/or Supplier by the Purchaser 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,
4. We..... the Surety further undertake not to revoke this Bond during its currency except with the previous consent of the Purchaser in writing.
5. We, the Surety also agree that the Surety's liability under this Bond shall not be affected by any change in the constitution of the Contractor / Supplier or dissolution or winding up of the business of the contractor/ supplier.
6. Notwithstanding anything contained herein above:
 - (i) Our liability under this Bond shall not exceed Rs.....
 - (ii) This Surety Bond shall be valid up to and including; and
 - (iii) We are liable to pay the Bond amount or any part thereof under this Surety Bond only and only if you serve upon us a written claim or demand on or before(validity + 4 weeks from the date of expiry of this Bond).
7. This Bond shall be governed by Indian laws and the Courts at Mumbai, India shall have the exclusive jurisdiction.

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

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



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Annexure-18

PROFORMA OF UNCONDITIONAL AND SURETY BOND FOR BID BOND / EMD

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

Ref. No.....

Insurance Surety Bond No.

Dated:.....

1. 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 an unconditional and irrevocable Insurance Surety Bond (ISB) 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,.....Surety Insurer having office at(hereinafter referred to as "the Surety" which expression shall include 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, the Surety 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 favor of the Company all the rights and defences to which we as sureties may be entitled to.



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3. we, _____ the Surety further agree that the amount demanded by the Company as such shall be final and binding on the Surety as to the Surety's liability to pay and the amount demanded and the Surety undertake to pay the 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 Bond being absolute and unconditional.
4. we, _____ Company that the Company in any tender/or tenderer by the Company 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, _____ the Surety further undertake not to revoke this Bond during its currency except with the previous consent of the Company in writing.
6. we, _____ Surety also agree that the Surety's liability under this Bond 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 Bond shall not exceed Rs.
 - (ii) This Surety Bond shall be valid up to and including; and
 - (iii) We are liable to pay the Bond amount or any part thereof under this Surety 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 Bond).
8. This Bond shall be governed by Indian laws and the Courts at Mumbai, India shall have the exclusive jurisdiction.

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

For

(Signature of a person authorized to sign on behalf of "the Surety")