



MAZAGON DOCK SHIPBUILDERS LIMITED

CIN: U35100MH1934GOI002079
(A Government of India Undertaking)

Dockyard Road, Mazagaon, Mumbai 400 010. INDIA
Certified – ISO 9001:2008 for Shipbuilding Division

DEPARTMENT: PROJECT- OUTSOURCING

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GeM BID NO.: GEM/2026/B/8191118

माझगाँव डॉक शिपबिल्डर्स लिमिटेड, मुंबई द्वारा पात्र बोलीकर्ताओं से नीचे दिये गए विवरण के अनुसार दो-बोली प्रणाली (२) वाणिज्यिक नियम एवं शर्तों के साथ तकनीकी बोली (२) मुल्य बोली के अंतर्गत ई-प्रॉक्यूरमेंट पोर्टल (<http://Gem.gov.in>) के माध्यम से बोलियां आमंत्रित की जाती है।

Mazagon Dock Shipbuilders Limited invites on-line competitive bid from M/s Tijil IOT Communication & Satellite Navigation System in TWO BID SYSTEM (Submission of Part-I Techno Commercial Bid and Part-II Price Bid), on GEM Procurement portal for the Work/Services as detailed in this tender document:

Note: Before quoting against this Tender, the prospective bidder is requested to go through the Tender Enquiry document (& Annexes, if any) thoroughly & carefully. Deviations to the Terms & Conditions of the Tender are highly discouraged. Therefore, any doubts arising in respect of any of the Terms & Conditions stipulated, Qualification Criteria, clarification if any w.r.t. Documentation / Procedural requirements, etc. shall get clarified by the prospective bidder through the Dealing Executive invariably before the submission of the Bid.



Salient Features for Participating in (this) GeM-Tender:

- A. **Submission of bids against GeM Tenders:** MAZAGON DOCK SHIPBUILDERS LIMITED INVITES ON-LINE COMPETITIVE BIDS from **M/s Tijil IOT** in TWO BID SYSTEM (Techno Commercial Bid and Price Bid) on GeM (Government e Marketing) [<http://gem.gov.in>] for the following Scope of Work / Supplies, terms and conditions:
- B. Bidders in their own interest are requested to upload their bids well in advance before tender closing date to avoid the last minute difficulties in uploading the bids. Request for extension, if at all to be made, shall be forwarded at least 3 working days in advance to the tender closing date / time with proper reasoning. MDL reserves all rights in this regard & decision of MDL shall be binding to the applicant. Problems in hardware/software, internet connectivity, system configurations, Browser setting etc., for whatsoever reason shall not be considered for extension of tender closing date and time.
- C. 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.

Bidder is requested to get their technical queries, if any, clarified in advance (3 days in advance to tender closing date) to avoid last minute delay. For any technical clarification, bidders are requested to contact;

**Mr. Chunesesh Kumar, M (P&PC) Tel. no.: 022-23763603,
email: ckmahato@mazdock.com**



1. SUBJECT:

E-tender enquiry (TWO Bid System) for Repair of 23 Types (26 Nos) Defective items for Project Project-75 on Single Tender basis.

SCOPE OF WORK: The detailed technical Scope of Work (SoW) is attached herewith at Annexure-A.

2. INSPECTION:

- i. Inspection will be carried out by MDL-QA/User & SOT.

3. CONTRACT VALIDITY, WORK SCHEDULE, & MOBILISATION:

3.1. As per Scope of Work (SoW)

3.2. Hindrance Register: An Instruction Register & Hindrance Register shall be maintained by IN/User Department, under the custody of Chief Manager & above Executive nominated by the HOD-PP&C. Instruction given to contractor will be recorded in the Instruction Register. All hindrances with date of occurrences and removal shall be noted in Hindrance Register. The hindrance register shall be signed by the reps of both MDL as well as contractor. The Contractor as well as IN/MDL executive is required to record hindrances in hindrance.

4. INTEGRITY PACT (IP): Not Applicable

5. EARNEST MONEY DEPOSIT (EMD): Not Applicable

6. BID REJECTION CRITERIA: Applicable

6.1 **Categorical Rejection Criteria:** Following bids shall be **categorically rejected** (The following condition / deviations are non-negotiable and therefore any bid falling under these conditions / deviations shall be summarily rejected. **Bidders to note that no opportunity will be provided to rectify these conditions / deviations post bid opening**):

6.1.1. Bids received after tender closing date and time.

6.1.2. Bids received other than through GeM portal.

6.1.3. Bidder who is debarred under PPP MII order 2017, GeM, CPPP Portals including tender holiday issued by MDL as on tender due date and time.

6.1.4. Bid received from firm other than M/s Tijil IOT.

6.2 **Liable for Rejection Criteria:** In case of bids received with deviations to tender terms other than non-negotiable conditions indicated at 6.1, and the bids received without sufficient documents, ambiguous and incomplete bids; MDL at its discretion and availability of time, may provide equal time & opportunity for submission of deficient techno-commercial documents and clarification 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. E - Reverse Auction: Not Applicable

8. QUALIFICATION CRITERIA: Not Applicable

9. CONFLICT OF INTEREST AMONG BIDDERS/AGENTS: Not Applicable

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



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

~~Note: The undertaking by the bidders for above para (Conflict of Interest among Bidders/ Agents) to be submitted along with Techno Commercial bid.~~

10. VALIDITY PERIOD:

- 10.1 Bids/ Offers shall have a validity period of 120 days from bid closing date.
- 10.2 In case the day up to which the bids are to remain valid falls on/ subsequently declared a holiday or closed day for MDL, the bid validity shall automatically be deemed to be extended up to the next working day.
- 10.3 In exceptional circumstances, before the expiry of the original time limit, MDL may request the bidders to extend the validity period for a specified additional period. The request and the bidders' responses shall be made in writing or electronically. A bidder may agree to or reject the request. A bidder who has agreed to MDL's request for extension of bid validity, in no case, he shall be permitted to modify his bid.
- 10.4 In case techno-commercially accepted bidder/s does not agree to extend the offer validity, the offers of all techno-commercially accepted bidder/s including the bidder who has not agreed to extend their offer validity shall be opened and proceed further with valid bids. If the bidder who has not agreed to extend their offer validity found to be L1 then his price shall be used as reference price for negotiation purpose as applicable.

11. PRE –BID CONFERENCE: Not applicable.

12. ON-LINE SUBMISSION OF BIDM:

On-line Offer on the Government E Marketing Site GeM must be uploaded in Techno-commercial bid & price bid as appearing online. Offer in any other form will not be considered: *The bidder is requested to **ensure that all the documents asked for are submitted** and the documents are clear & legible & duly signed (i.e., self-attested), as it would save considerable time without necessitating the need for furnishing of the documents again by them. The bidder is also requested not to submit unnecessary documents not asked for, like signed & stamped copy of this Tender document, etc.*

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

12.1 Common Documents:

- 12.1.1 Acceptance of Additional Service Level Agreement (ASLA) Acceptance Format, General Conditions of Contract (GCC) Acceptance format in the



Prescribed Formats attached herewith (Annexures I & K); duly stamped, signed & filled 'Accepted OR Not Accepted' as applicable for each of the clause. Normally deviations to the tender terms are discouraged. However, if the bidder has any deviations, the same should be filled in above formats (Annexures C, I & K)), mentioning the deviation against the relevant ASLA clause no., failing which it will be construed that all clauses of ASLA, GCC's 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.

- 12.1.2 Copy of Blank Rate sheet (Annexure-B) clearly indicating 'Quoted / Not-Quoted' as applicable against each of the listed duly stamped & signed, should be uploaded.
- 12.1.3 Declaration Certificate for Local Content as per Annexure F
- 12.1.4 Declaration by bidder for Restrictions under rule 144(xi) of General Financial Rules GFRs, (2017)) as per Annexure N.
- 12.1.5 ~~Undertaking of Paras of Conflict of Interest among Bidders/ Agents as per ASLA Cl. No. 9.~~
- 12.1.6 GST Registration Certificate.
- 12.1.7 Copies of valid Registration or Approval certificates (if any) of the following shall be uploaded on-line:
 - 12.1.7.1 Micro Enterprises.
 - 12.1.7.2 Small Enterprises.
 - 12.1.7.3 ISO Accreditation.

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

Price Bid This should contain only the PRICES for each of the listed items strictly in the prescribed format provided online in GeM portal.

Note: Timely submission of the e-bids is responsibility of the bidders and no reasons / excuses in this regard will be entertained.

- 12.2 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. The participant bidder can also witness opening of the bids online from their locations by logging on GeM portal.
- 12.3 Opening of Price e-Bid (Part-II): After completion of Techno-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). Techno-commercially qualified bidders can also witness opening of price bids online from their locations by logging on GeM portal.

13 PRICING & ESCALATION:

- 13.1 Bidder would have to quote for all the services tendered & listed in the Rate Sheet format of GeM. Vendor has to mandatorily fill the Annexure B, BLANKING the PRICES but clearly indicating 'QUOTED / UNQUOTED', also indicating the % of actual taxes/ duties applicable, and upload in Cover-1/Part 1 Bid.
- 13.2 Contract Price shall remain firm and fixed during the currency of order/contract execution.
- 13.3 MDL shall not be bound by any printed conditions or provisions in the Contractor's Bid Forms or acknowledgement of CONTRACT, invoices, packing list and other



documents which purport to impose any conditions at variance with or supplemental to CONTRACT.

- 13.4 Bidder while quoting should consider the all costs such as labour, minimum wages, transportation, equipment, all incidental expenses, travelling, lodging, boarding, administrative, mobilizations, demobilizations, etc.
- 13.5 Quantum of the work is tentative. Considering the priority, Project requirement, time constraint, work progress and contractor's performance, the quantum of work allotted to the contractor may vary or reduce and under such circumstances no compensation would be payable. The payment shall be based on actual work completed in line with tender terms and conditions
- 13.6 **Option clause:** MDL retains the right to increase/decrease the ordered quantity at any time, till final delivery date (or the extended delivery date of the contract), by giving reasonable notice even though the quantity ordered initially has been supplied in full before the last date of the delivery period (or the extended delivery period)

14 RANKING OF BIDS & DETERMINATION OF L-1 BIDDERS: Not Applicable

- 14.1 ~~Techno-Commercially Qualified Overall Lowest Bidder as evaluated by GeM will be considered for the placement of order. Bidders have to quote their price, applicable taxes, etc as per available in 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 B (Illustrative rate sheet).~~

15 WORK DONE CERTIFICATE:

- 15.1 Work Done Certificate shall be prepared and initiated by the authorized representative of contractor. WDC shall be made on satisfactory completion of respective work with inspection and acceptance reports. The agency responsible to certify the WDC shall be an authorized executive of the rank of at least CM and above from P&PC upon completion and acceptance of the items by Navy Crew.
- 15.2 The WDC must clearly mention the scheduled dates for starting & completion/delivery of the jobs as mutually agreed between MDL User Dept. & contractor and the actual dates of start & completion.
- 15.3 The necessary service entry shall be made in SAP system by the WDC certifying authority CM (P&PC) & WDC/WCC will be submitted to the contractor for further invoicing. The WDC/WCC shall bear relevant Service Entry Sheet No., PO No. and respective item Sr. No., sub service line item of the PO.
- 15.4 In case of delays, the duration along with numbers of delayed days shall be specified in respective WDC/WCCs to invoke LD clause and effect recoveries from sub contractor's invoice.

16 TERMS OF PAYMENT:

- 16.1 No advance will be paid in any manner against the contract.
- 16.2 20% Payment shall be made to the seller within 15 days upon confirmation of the Diagnosis & Defect analysis for the test setup & new Design & development.
- 16.3 70% Payment shall be made to the seller within 15 days upon confirmation of the repair activity & in-house testing. Upon SOT-MDL visit & inspection & test the equipment at our location as per the ATP & delivery of material to MDL.
- 16.4 Final 10% payment shall be made to seller with 15 days upon final WCC certificate as provided by MDL-SOT.
Payment shall be made to the seller after issue of consignee Service Delivery cum acceptance certificate (SDAC) and on submission of following documents of each stage;
 - a) One original and two copies of signed Invoice.
 - b) Work Completion Certificate/acceptance report signed by MDL (CM & above of P&PC) indicating LD after successful completion of work.
 - c) Copy of Performance security submitted by firm.



- 16.5 The invoice shall be preferably submitted within four weeks of certification of Work Completion Certificate 'WCC'. On acceptance of Purchase order firm shall submit 5% Security cum Performance Bank Guarantee of order value.
- 16.6 Work completion certificate should confirm that the work is completed in time or in case of delays, the duration be specified in the certificate to invoke LD clause and effect recoveries from contractor's invoice.
- 16.7 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" (from 1st Aug 2023- Turnover limit reduced to Rs 5 Crs. from Rs. 10 Crs).
- 16.8 Alternate MSME vendor payment through TReDS:
- 16.8.1 In order to address the financial needs of MSME firms, GoI has introduced a platform for facilitating the financing of trade receivables of MSMEs from buyers, through multiple financiers which is termed as Trade Receivables Discounting System (TReDS). At TReDS, auctioning of invoices at competitive & transparent environment is done by financiers based on Buyer's credit profile.
- 16.8.2 MDL is registered on the "Invoicemart" TReDS platform and M1xchange of M/s Mynd Solutions Pvt Ltd.
- 16.8.3 MSME bidders desirous to receive payments through TReDS platform may avail the facility if they are already registered on
- 16.7.3.A "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.
- 16.7.3.B "M1xchange" TReDS platform or by registering on it.
Contact details at "M1xchange" TReDS platform are as below:
+91 9920455374 MsAshwathi Jayandran
email id ashwathi.jayandran@m1xchange.com
+91 8839915724 Ms Prinyaka Shah
email id prinyaka.shah@m1xchange.com
- 16.9 Kindly note that submission of the above documents with the invoice is essential for effecting (timely) payment to the Subcontractor.
- Note: Contractors are requested to raise invoices in consultation with WCC issuing authority.

17 MODIFICATION: Not applicable to this tender.

18 E-PERFORMANCE SECURITY (Performance e-Bank Guarantee cum Security Deposit) OR Structural Finance Messaging system BG:

Bidder (Contractor) shall submit Performance Security @ 5% of Order Value (excluding Taxes, Duties, etc within 25 days of the award of contract. The same 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.

- 18.1 Submission of Performance Security is exempted for Indian PSUs. In lieu, Indemnity Bond in favor of MDL is required to be submitted (Format of the same would be forwarded with the Order).
- 18.2 Please note that MDL does not extend any concession such as exemption in payment of Performance Security to any organization (Except PSU) irrespective of their status, like registration with MDL, NSIC, SSI, MSE, etc.
- 18.3 **Mode of Performance Security**
- 18.3.1 Performance Security to be submitted in the form of NEFT / DD/ Pay Order/ e Bank Guarantee or structural financial messaging system Bank Guarantee (SFMS BG) / Insurance surety bond(ISB) drawn in favor of Mazagon Dock Shipbuilders Limited from the list of banks approved by SBI/ Canara bank published on MDL website within 25 days from the date of contract. Crossed



- DD / Pay Order issued by Cooperative banks however will be accepted subject to realization. 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.
- 18.3.2 Bidders to advise their bank/banker to send Performance Security directly to commercial department to dispense with additional step of verification of authenticity of signatories. No change/modification in the text of the prescribed format of the BG is permissible. Performance Security Bank Guarantee Format enclosed at **Annexure-O**. ~~ISB at Annex-T.~~
- 18.3.3 Performance Security through NEFT- remittance through Bank: In case of online remittance of Performance Security amount, scanned image of **Annexure-O**, duly filled is to be submitted to Outsourcing Department. 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.
- 18.3.4 Performance Security through payment gateway on MDL website – Kindly refer steps given at **Annexure-O**.
- 18.3.5 Any delay in submission of Performance Security shall result into charging of interest by MDL on the Contractor @ PLR of SBI + 2 % on the Performance Security amount for the delayed period. Additionally, in case of failure to submit Performance Security within twenty-five (25) days from the date of order placement, the EMD submitted by the Contractor will be encashed and the Contractor would be liable for cancellation/termination with the invocation of Risk Purchase provisions of the Tender/Order.
- 18.3.6 Additionally, Performance Security amount could be withheld from the payable Invoice (s) of the Contractor, if any.
- 18.3.7 In case completion of work is likely to be delayed beyond the Order completion period/Contractual period or this period is required to be extended, the Contractor shall have to extend the validity of the Bank Guarantee for Performance Security till such extended period. In case of failure to comply with such extension of the Bank Guarantee for Performance Security by the Contractor, the Bank Guarantee is liable for encashment by MDL.
- 18.3.8 Non-performance of the Terms & conditions of Order and/or default/breach by the Contractor will result in forfeiture of the Performance Security with application of Risk Purchase provisions. No interest will be paid on Performance Security. The Performance Security will be returned only after successful execution of the order and shall be interest free.
- 18.3.9 The Bidders must submit the irrevocable Electronic Bank guarantee (e-BG) or Structural Financial Messaging System Bank Guarantee (SFMS BG). While submitting the Structural Financial Messaging System Bank Guarantee (SFMS BG). IFSC: ICIC0000393 shall be used.

Further, Whenever a bidder submits SFMS BG, the bidder will mandatorily be required to submit letter from issuing bank that it is unable to issue NeSL(National e-Governance Service Ltd) based e-BG as on date. Such letter should accompany the SFMS BG.

(i) Bidder shall get SFMS BG issued from SFMS enabled Bank as allowed by MDL in tender conditions. Bank shall issue the Bank Guarantee through SFMS system and send SFMS message to MDL's Bank confirming the authenticity of Bank Guarantee. Bidder will be required to submit SFMS BG towards performance Bond along with SFMS delivery report/message copy which has been transmitted to MDL's bank by BG issuing bank through SFMS system.

(ii) The SFMS BG will have to be given on non-judicial stamp paper/ with franking receipt e-stamping as per stamp duty applicable at the place from where the bid has emanated. The non-judicial stamp paper/ franking receipt e-stamping should be either in the name of the issuing bank or the bidder.



- (iii) The Original SFMS BG in physical form towards Bid security/Performance Warranty security (along with SFMS delivery report / message copy which has been transmitted by issuing bank through SFMS system to beneficiary's i.e MDL's Bank) should reach to the designated MDL office on or before due date.
- (iv) SFMS BG will not be acceptable unless details of the same is transmitted to the MDL's Bank through SFMS platform. Its bidder's responsibility to ensure that BG issuing bank send the BG advice correctly in the form of message format 760 COV vis SFMS (Structured Financial Messaging System) as provided by RBI while capturing all requisite fields including Beneficiary Account Name, Bank Name, Bank Account Number, IFSC Code etc.
- (v) In case of any error by the Bidder/contractor or BG issuing Bank while capturing the requisite field details / format or non-receipt of confirmation of BG through SFMS 760COV message format, the bidder/contractor shall be responsible for non-acceptance of the SFMS Bank Guarantee.
- (vi) For any amendment of SFMS BG, message 767COV through SFMS should be used.

19 GUARANTEE/WARANTEE: As per SOW.

The delivered item shall be free from defects due to poor material quality or workmanship. Contractor shall stand guarantee to this effect for a period of 12 months from the date of delivery and accepted by Indian IN/User. During this period, if any defect is found arising due to poor workmanship, the same shall be rectified immediately at no additional cost to MDL. The vendor shall respond to all service requests within 48 hours of notification

20 PRICE NEGOTIATION: MDL reserves its right to negotiate with the bidder (L-1), who is techno-commercially suitable and on whom the contract would have been placed but for the decision to negotiate.

21 LIQUIDATED DAMAGES:

- 21.1 Time is an important factor of the contract. In cases of delay, the following liquidated damages shall be imposed and shall be deducted from bills.
- 21.2 In case delay is not attributable to MDL beyond the agreed schedule, A sum equivalent to the 0.5% per week will be applicable of the delayed Works/ Services for each week of delay or part thereof until actual performance, subject to a maximum deduction of the 5% of the delayed Services.
- 21.3 If the failures are repetitive, MDL shall exercise the right to terminate the contract without paying any compensation.
- 21.4 : An Instruction Register & Hindrance Register shall be maintained by IN/User Department, under the custody of Chief Manager & above Executive nominated by the HOD-PP&C. Instruction given to contractor will be recorded in the Instruction Register. All hindrances with date of occurrences and removal shall be noted in Hindrance Register. The hindrance register shall be signed by the reps of both MDL as well as contractor. The Contractor as well as IN/MDL executive is required to record hindrances in hindrance.

22 TAXES:

- 22.1 The items/service-wise rates quoted should be as per GeM Rate Sheet including taxes and duties.
- 22.2 The variation in statutory levies etc. are not allowed unless the breakups in respect of taxes duties are clearly and separately furnished in bid.
- 22.3 Bidders are required to submit their provisional ID with HSN number, along with documentary proof. MDL's provisional GST ID is 27AAACM8029J1ZA.
- 22.4 Bidders are required to comply with all the provisions applicable under the GST Act. (Please refer Annex-L)
- 22.5 IT-TDS & GST-TDS shall be deducted as per Govt. rules prevailing at the time of making payment.



- 22.6 Supplier / contractor will not be entitled to any increase in rate of taxes occurring during the period of extended delivery completion schedule if there is delay in supplies / completion attributed to him. However, if there is a decrease in taxes, the same must be passed on to MDL.
- 23 **LOADING CRITERIA: Not Applicable**
- 24 **FREAK LOW QUOTES: Not Applicable**
- 25 **MODIFICATIONS TO THE BID:**
Bidder desirous of submitting modified Bid prior to the Tender closing date & time may do so by making modifications in their Bid submitted online any no. of times before the Tender closing date & time. The last changed Bid shall be considered as the final Bid.
- 26 **PURCHASE PREFERENCE TO MSE: Not Applicable**
~~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. Purchase Preference under PPP MSE Order 2012 shall prevail over Purchase preference under PPP MII Order 2017 and Purchase preference shall be accorded as per Para 35.4.~~
- 27 **WORKING ON MDL HOLIDAYS: Not Applicable**
~~Intimation for working on Saturday / Sunday / holidays if required, should be submitted 2 working days prior to the date of holiday indicating names of personnel to Personnel Department and Security through concerned Department.~~
- 28 The bidder shall also abide to all statutory requirements, Official Secret Act 1923, Security and Safety Rules as per references, which are part of this tender. If contractors' employees are not adhering to the health, safety and environment norms and the contractors not equipping their employees with suitable safety gears, will be viewed seriously. For non-adherence to above will be levied as per extant guidelines of Security and Safety Rules prevailing time to time, to the contractor without prejudice to other rights to enforce the safety requirements.
- 29 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.
- 30 **PARALLEL ORDER: Not Applicable**
- 31 The contract will be governed by General Conditions of Contract while executing work. In case of discrepancy, clauses mentioned in Tender, Technical Scope and Rate sheet will override the clauses mentioned in other enclosures, GeM terms and conditions including GCCs.
- 32 **Procedure for Entry Passes for the Contractor's Employees: - Not Applicable** ~~A Detailed procedure is displayed on the website www.mazdock.com under Work/Service Contracts.~~
- 33 **Restrictions under rule 144(xi) of general financial rules GFRs, (2017):**
33.1 This clause is applicable from a country which shares a land border with India" for the purpose of this Order means:
33.1.1. An entity incorporated, established or registered in such a country; or
33.1.2. A subsidiary of an entity incorporated, established or registered in such a country; or
33.1.3. An entity substantially controlled through entities incorporated, established or registered in such a country; or
33.1.4 An entity whose beneficial owner is situated in such a country: or
33.1.5. An Indian (or other) agent of such an entity; or
33.1.6 A natural person who is a citizen of such a country; or



- 33.1.7 A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.
- 33.2 Bidders from a country sharing land border with India shall Mandatorily requires registration with registration Committee by the Department for promotion of Industry and Internal Trade (DPIIT). Registration shall not be applicable for the bidders from those country to which the Government of India has extended Line of credit or in which the government of India is engaged in development project.
- 33.3 Bidder shall comply orders issued by ministry of Finance department of expenditure Vide OM 6/18/2019- PPD dated 23 July 2020 & 24 July 2020 and OM No F.7/10/2021/- PPD (1) dated 23.02.2023.

34 NON-DISCLOSURE AGREEMENT: Not Applicable

Relevant documents will be provided only after submission of NDA as per **Annexure-I**. All details & inputs provided by MDL shall be treated as confidential and shall not be shared with any agency without the prior approval of MDL.

35 Free issue Material Bank Guarantee or Indemnity bond and Insurance cover: Not Applicable

~~For carrying out the subject work at Firm's premises/ workshops, the equipment shall be handed over to firm, free of any charges. However, all Free Issue Material shall be issued to the Firm only on submission of Bank Guarantee / Insurance cover (Insurance shall be in the name (Beneficiary) of Mazagon Dock Shipbuilders Limited) & Indemnity bond as per format at Enclosure 9 & 10 from list of banks approved by SBI/Canara Bank published on MDL website for value of Rs.2.86 CR Bank Guarantee / Insurance cover & Indemnity bond to be submitted before collection of items and shall be valid till delivery of material at Naval Dockyard. The Bank Guarantee shall be extended till completion and delivery of repaired items in MDL.~~

36 PURCHASE PREFERENCE TO MAKE IN INDIA 2017: As per Public Procurement (Preference to Make in India) Order 2017 No. P-45021/2/2017-B.E-II Dtd. 16 Sept 2020 issued by Govt. of India to encourage "Make in India" policy, Purchase Preference shall be given to only " Class-I Local Supplier/Bidder" & MSEs as per PPP MSE order 2012 in the following manner:

36.1 The terminology/ **definitions** used in the said order is as below:

- 36.1.1 **"Local content"** means the amount of value added in India which shall be the total value of item (goods, services or works or their combination) under procurement (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value in percent. Different definition of Local Content may be specified by the Nodal Ministry for items assigned to them, which will prevail over above.
- 36.1.2 **"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.
- 36.1.3 **"Class-II Local Supplier"** means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for "Class-II local supplier" but less than that prescribed for "Class-I local supplier" under this order.
- 36.1.4 **"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.
- 36.1.5 **"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 for the present tender is 20%.

36.1.6 “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.

36.2 Eligibility of Suppliers to bid in the tender: Both Class I and Class II supplier are eligible to bid in the tender.

36.3 Minimum local content:

36.3.1 The ‘local content’ requirement to categorize a supplier as ‘Class-1 local supplier’ is minimum 50%. For ‘Class-II local supplier’, the local content requirement is minimum 20%.

36.3.2 The minimum local content in the offer is to be not less than 20% for the present tender.

36.3.3 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.

36.3.4 Bidders offering imported products will fall under the category on Non-local suppliers and they cannot claim themselves as Class-I local suppliers / Class-II local suppliers by claiming the services such as transportation, insurance, installation, commissioning, training and after sales service support like AMC / CMC, etc. as local value addition. Hence, bidders offering imported products will be treated as Non-local suppliers.

36.4 Purchase Preference(PP): Applicable.

36.4.1 Purchase Preference to MSE & Class I Suppliers shall be applicable and shall be accorded in accordance with para 3B Order Public Procurement (preference to Make in India) Order 2017 dated 16.09.2020 or amended thereon.

36.4.2 Purchase preference shall be given to only “Class-I Local Supplier” (Class II Local Supplier are not eligible for purchase preference) in procurements.

36.4.3 In case of participation of MSE and Local supplier against a same tender, MSE bidder will be given preference over other bidders to match with L1 bidder as per the preferential provisions given by the GeM in compliance with Public Procurement Policy of MSEs Order 2012.

36.4.4 Purchase Preference under PPP MSE Order 2012 shall prevail over Purchase preference under PPP MII Order 2017.

36.4.5 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 categorized in following four broad categories for consideration or applicability of purchase preference:

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

36.5 Declaration/ Verification of Local Content by Local Supplier:

36.5.1 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.

- 36.5.2 The bidders shall provide a self-certificate by Chief Financial Officer or Other legally responsible person nominated in writing by the Chief Executive or Senior Member / Person with Management Responsibility of Corporation / Partnership / Individual, as per Annexure-G , giving the percentage of local content and location of local value addition
- 36.5.3 Once the declaration /certification is committed at tender submission stage, the same cannot be altered subsequently at technical negotiation stage or after award of contract. Doing so would be treated / considered as false declaration by bidder and necessary action will be initiated as per Para 9 of the said Order for debarment.
- 36.5.4 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.
- 36.5.5 In cases where MDL received the complaint from any vendor or person, along with the fees prescribed below, verification of Declared Local Content will be carried out by seeking additional info as deemed necessary and the bidders (including unsuccessful bidders) against the tender shall be obliged to furnish the necessary documents. Failing to do so, the vendor may invite penal action as per the provisions of the Order. MDL may 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.
- 36.5.6 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.
- 36.5.7 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 will be initiated.

36.6 Price negotiation and contract placement:

- 36.6.1 MDL has right to negotiate with L1 bidders on the quoted prices
- 36.6.2 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.

Note: In cases of procurement for value in excess of Rs. 10 Crores, the supplier shall provide a “Local Content certificate” from statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost



- accountant or practicing chartered accountant (in respect of supplier other than companies) giving the percentage of local content.
- 36.6.3 The supporting documentation towards realization of committed Local Content as per the contract / order terms & conditions shall be maintained for a period of seven years from the date of completion of the contract for audit purpose. Nodal Ministry may constitute committees with internal & external experts for independent verification of self-declarations and auditor's / accountant's certificates on random basis and in the case of complaints.
- 36.7 **Debarment of bidders / suppliers:**
- 36.7.1 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.
- 36.7.2 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.
- 36.8 Reciprocity Clause: Entities of countries which have been identified by the nodal Ministry/ Department as not allowing Indian companies to participate in their Government procurement for any item related to that nodal Ministry shall not be allowed to participate in Government procurement in India for all items related to that nodal Ministry/ Department, except for the list of items published by the Ministry/ Department permitting their participation.
Note: The term 'entity' of a country shall have the same meaning as under the FDI Policy of DPIIT as amended from time to time.
- 37 **BREACH OF OBLIGATION:**
- 37.1 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,
- 37.1.1 Bidder has withdrawn / modified / amended / impaired / derogated from the tender during the period of bid validity
- 37.1.2 Bidder fails or refuses to execute the contract upon notification of acceptance of bid by the Purchaser during the period of bid validity.
- 38 **PUBLIC GRIEVANCE CELL:**
A Public Grievance Cell headed by Shri R. R. Kumar, ED(Prod) has been set up in the Company. Members of public having complaints or grievances are advised to contact him on Wednesday between 10.00 hours and 12.30 hours in his office on 3rd Floor, Mazdock House or send their complaints / grievances to him in writing for redressal. Contact Telephone No is 23762106
- 39 **SITE VISIT: Not Applicable**
~~Bidders shall visit the actual site at MDL, for ascertaining the nature & entire scope of work, job requirement, technical specifications, tools & tackles & measuring instruments required, for carrying out the job and intermediate checks, the environment under which the work needs to be carried out at worksite in MDL premises, site conditions etc.~~
- 40 **MDL reserves the right to consider placement of Order.**
- a) In case of the performance of the contractor is not satisfactory, MDL reserves the right to cancel the order.
- b) MDL reserves the right to consider Placement of Order in part or in full against the tendered quantity.
- c) In the event of resultant single bid, MDL reserves the right to place order in part/ full, depending upon project schedule, priorities, etc. and after assessing the bidder's financial capabilities, etc. MDL's decision in this regard will be final and binding on the bidders.



- d) MDL reserves the right to accept / reject any or all offers in part / full without assigning any reasons whatsoever. In case of any dispute, our decision in this matter shall be final and legally binding on the bidder/ subcontracted Inspection Agency/ Agencies.
- 41 **CLAIMS BY FIRMS:** No claims by the firms will be entertained after 03 years from date of execution/completion of order.
- 42 **RIGHT TO REJECT ANY OR ALL BIDS:** MDL reserves its right to accept or reject any or all bids, abandon / cancel the tender process, and issue another tender for the same or similar Goods/Services at any time before the award of the contract. It would have no liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for such action(s).
- 43 **CONTACTING MDL DURING THE EVALUATION:** From the time of bid submission to awarding the contract, no bidder shall contact MDL on any matter relating to the submitted bid. If a Bidder needs to contact MDL for any reason relating to this tender and/ or its bid, it should do so only in writing or electronically. Any effort by a Bidder to influence MDL during the processing of bids, evaluation, bid comparison or award decisions shall be construed as a violation of the Code of Integrity, and bid shall be liable to be rejected as nonresponsive in addition to other punitive actions for violation of Code of Integrity as per the Tender Document.
- 44 **CORRIGENDUM TO THE TENDER DOCUMENT:** Before the deadline for submitting bids, MDL may update, amend, modify, or supplement the information, assessment or assumptions contained in the Tender Document by issuing a corrigendum. The corrigendum shall be published in the same manner as the original Tender Document. Without any liability or obligation, the Portal may send intimation of such corrigendum to bidders who have downloaded the document under their login. However, the bidders' responsibility is to check the website(s) for any corrigendum. Any corrigendum thus issued shall be considered a part of the Tender Document. To give reasonable time to the prospective bidders to take such corrigendum into account in preparing their bids, MDL may suitably extend the deadline for the bid submission, as necessary. After MDL makes such modifications, any Bidder who has submitted his bid in response to the original invitation shall have the opportunity to either withdraw his bid or re-submit his bid superseding the original bid within the extended time of submission.
- 45 **WORKMEN SAFETY AND INSURANCE:** The service provider shall alone be fully responsible for safety and security and insurance or life insurance of their personnel who is working on the operation and maintenance works. The service providers (a) shall take out and maintain, and shall cause any Subcontractors to take out and maintain, at their (or the Subcontractors', as the case may be own cost but on terms and conditions approved by the MDL, insurance against the risks, and for the coverage, as shall be specified in the TEF; and (b) at the MDL's request, shall provide evidence to the MDL showing that such insurance has been taken out and maintained and that the current premiums have been paid. The service provider shall provide and ensure sufficient protection gears like safety shoes, hand gloves, ladders, etc. are being used by their workers while carrying out works. MDL shall not be liable for any compensation in case of any fatal injury/death caused to or by any man power while performing/discharging their duties / for inspection or otherwise.
- 46 **CARTEL FORMATION / POOL RATES: Not Applicable**
~~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. Purchaser may also debar the tenderers indulging in cartel formation/collusive bidding/bid rigging for a period of two years from participation in the tenders of the Purchaser.~~

- 47 **DISCLAIMERS AND RIGHTS OF MDL:** The issue of the Tender Document does not imply that MDL is bound to select bid(s), and it reserves the right without assigning any reason to a) reject any or all of the Bids, or b) cancel the tender process; or c) abandon the procurement of the Goods/Services; or d) issue another tender for identical or similar Goods/Services.
- 48 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. ~~In case the offers received against this tender are more than 20, no opportunity will be extended for submission of deficient documents after opening of bids.~~ The evaluation of the offers will be carried out and bidders will be qualified based on the documents received along with their offer.” MDL reserves the right to seek clarification / deficient documents from all the bidders ~~quoted against the tender in following cases: If number of the techno-commercially qualified bids are less than $X + 5$ where X is the number of order//contracts proposed to be placed.~~
- 49 **Additional Instructions:**
(a) In case of improper on-line filling or non-submission of Acceptance formats for Tender Enquiry Form (TEF), GCC, it shall be presumed that all our tender terms & conditions are acceptable to the bidder.
(b) Wherever the clauses in tender document (Part A) are getting repeated in GCC, then in such cases bidders are requested to refer the clauses in the tender doc (Part A) and offer their comments/acceptance, accordingly.
- 50 **PURCHASE PREFERENCE FOR START-UPS: Not applicable** to this tender.
- 51 **ELECTRONIC REVERSE AUCTION: Not Applicable** ~~Reverse Auction shall be applicable to this tender. Methodology of Reverse Auction will be as per GEM Portal.~~
- 52 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,**

B C Sekhar
Chief Manager
(PROJECT- OUTSOURCING DEPARTMENT)



Annexure – A	Scope of Work.
Annexure – B	Blank Rate Sheet format.
Annexure – C	Deviation format
Annexure – D	Check list for bidder's/supplier's
Annexure – E	Form Of Warranty Certificate
Annexure – F	Declaration Certificate for Local Content
Annexure – G	Actual Local Content Certificate to be submitted Post Execution of Contract / PO.
Annexure – H	List of Technical documents to be uploaded.
Annexure – I	Service Level Agreement (SLA) acceptance format.
Annexure – J	General Conditions Of Contract (GCC)
Annexure- K	General Conditions Of Contract (GCC) acceptance format.
Annexure- L	GST terms & conditions
Annexure- M	RTGS/ NEFT - Mandate Authorization Form
Annexure- N	Declaration by bidder for Restrictions under rule 144(xi) of general financial rules GFRs, (2017)
Annexure- O	Proforma e-Bank Guarantee for Performance Security
Annexure- P	Format Of Indemnity Bond for Free Issue Material
Annexure- Q	Proforma For Free Issue Material Bank Guarantee
Annexure- R	Official Secret Act' 1923

Annexures:

REFERENCES:

Terms & Conditions (Available on MDL Website www.mazdock.com →Work/Service Contracts or www.mazdock.com → tenders → shipbuilding → Outsourcing).

- 1) Official Secrets Act 1923.
- 2) Safety Code for Sub-Contractors.
- 3) Procedure for entry passes.

FORMATS:

Available on MDL Website –www.mazdock.com / →Work/Service Contracts.

- 1) OTS –F-04 Track record.
- 2) OTS –F-07 Order acceptance Format.
- 3) OTS –F-12 RTGS/NEFT Mandate Authorization Form.



Annexure-A

Ref. No: EY/PLG/MAT-R/23 TYPES/Ver-1

Scope of Work (SOW) for Repair of 23 types (26 Nos) Defective Items through M/s Tijil IOT Communication & Satellite Navigation System, Hyderabad under Normal Single Tender Enquiry Basis.

1. Repair Activity:

SI No.	Item Description	Part No.	Scope for Repair
1	POWER SUPPLY RACK (TIM)	PART OF KD07010, RN - 2P94837-00, SR. NO. 3019-0012	Independent AC-DC Converter modules to be checked & repaired for the functionality of the complete TIM system. Inspect & repair missing/bent recessed/pushed-back contacts, damaged insulators, loose connector shells & broken crimp terminations. Mating Connector Check. Internal harness & PCB check. Relays & Transformers check & wiring harness check. Power supply sections check & repair. The power supply Rack is to be made operational as whole system.
2	AC-DC CONVERTER (PSU_P)	REF. NO. 61724533AA, SR. NO. 00053, 00126	Product Check & Repair or replace with the Original or equivalent Formfit with same electrical & electronic specifications.
3	APS ANCILLARY UNIT (PART OF APS ELECTRONIC UNIT)	REF. NO. 261237390, SR. NO.10, PART OF 350000000000030190, D-4373, Model – AH1673F00	The ancillary unit to be verified & the interconnection cables & connectors. Repair & do The PIN Configuration check & Functionality Check, Resolve the issues As per the Defect Report. Internal electronic repair & Inspect each removable module. Connector & Card – edge contacts check & repair. Functional Test & Load testing & Final connector mating test.
4	APS ANCILLARY RACK	PN NO. 261237390, PART OF APS - EU, SR. NO. 3, PART OF 350000000000030190, D-4396, Model - AH1673F00	The ancillary unit to be verified & implement the proper interconnection of cables & internal connectivity & connectors as per the prepared Line Diagram. Repair the system & do the PIN Configuration check & Functionality Check, Resolve the issues as per the Defect Report. The SMPS unit & other required spares are to be installed in place of the old one's which are not functional.
5	RADAR LOCAL LAPTOP (DURABOOK)	SR. NO. 3, P/NO. 261241667 (MOD-B 01_AJ549F01) WITH BATTERY, SR. NO. CGKSBY1844293 ADAPTOR, SR. NO. E40730421435	Repair / Replacement of the Laptop with the required OS, Applications & check the required data to be viewed.
6	PSU-P (AC.DC CONVERTER)	RN - CPA250-4530G, REF. NO. 61724533AA	Repair of the unit & checking the Functionality.



7	3020C WITH GPS PURCHASED FROM HOLLAND	H1622D SAT-C TRANSCIVER INMARSAT-C TRANSCIVER REF. NO. 403022D, RN - 00211076, SR. NO. 00211076	TRANSCIVER Development & testing. Repair of the current available item & live lab testing for the GPS data to be received . The Connectors & Antenna cable repair & verification.
8	INS SWITCH POWER SUPPLY OF INS SWITCH RACK PART OF IDU,	P/N - 260712906-00, SR. NO. 04 (PART OF IDU) (PART OF 350000000000030229)	Repair & test the PCB along with connectors, & check the functionality of the INS Switch Power supply in the lab for installation in the SWITCH Rack RACK Part of IDU
9	POWER AMPLIFIER(LV212- 01)	PART OF MICROPHONE/DOUBLE HEADPHONE), P/N- 55428800 SR.126	Electronic Circuit Check, PCB Repair & replacement of the defective components.
10	PHIENIX CONTACT QUIENT POWER SUPPLY	1AC/24DC/3.5 , SR. 0000145528	Electronic Check & replacement of the defective components
11	SOM ANCILLARY UNIT	PN NO.261338949, S.no.13, Model - AH1673F00	The ancillary unit to be verified & the interconnection cables & connectors. Repair & Check PIN Configuration & Functionality Check , Resolve the issues as per the Defect Report . Internal Power supply Board & Relay Card Board PCB to be developed . Connector Harness & Repair. Internal Electronics repair like replacement of the failed power supply components, Fuses/current protection, Relays, capacitors, regulators, PCB cracked tracks or burn/overheated components. Connector damage also to be resolved. Replace damaged contacts or connector assembly as required.
12	12. PSU_P PCB, PART OF MFCC,	REF. NO. 61724533AA, SR. NO. 34083018, 000293,PART OF 350000000000030120	Hardware & Connectors & internal electronics circuitry diagnosis cum Repair of the unit as per the defectives observed. Replacement of the AC-DC converter with new equivalent model if required.
13	13. PSU_P PCB, PART OF MFCC	REF. NO. 61724533AA ,SR. NO. 00145, U00029,PART OF 350000000000030120	
14	14. PSU_P PCB,	REF. NO. 61724533AA, SR. NO. 00121 (PART OF 350000000000030092)	
15	15. PSU_P PCB,	REF. NO. 61724533AA, SR. NO. 00048 (PART OF 350000000000030092)	
16	16. PSU_P PCB,	REF. NO. 61724533AA, SR. NO. 00083 (PART OF 350000000000030092)	
17	17. PSU_P PCB	REF. NO. 35413, SR. NO. 25045008 (PART OF 350000000000030092)	



18	18. PSU_P PCB,	REF. NO. 35413, SR. NO. 25044017 (PART OF 350000000000030092)
19	19. UA04000, PSU_P PCB (PART OF SONAR CABINET)	REF. NO. 61724533AA, SR. NO. 00144
20	20. UA05000, PSU_P PCB (PART OF SONAR CABINET)	REF. NO. 61724533AA, SR. NO. 00148
21	21. UA05000, PSU_P PCB (PART OF SONAR CABINET)	REF. NO. 61724533AA, SR. NO. 00236
22	22. UA05000, PSU_P PCB (PART OF SONAR CABINET)	REF. NO. 61724533AA, SR. NO. 00245
23	23. UA05000, PSU_P PCB (PART OF SONAR CABINET)	REF. NO. 61724533AA, SR. NO. 34083008

2. General Instructions:

- ii. M/s Tijil to submit diagnosis report with way ahead on receipt of defective items within 15 days of receipt of repair order.
- iii. M/s Tijil to submit draft QAP and draft ATP (Approved Test Plan) for approval from MDL / SOT within 07 days after order placement which will be approved by MDL- Design and Concurred by SOT(MBI) within 10 working days. ATP should ensure major doable functionality tests of Communication items as detailed in ETMs, Test & Trial Protocols & FAT Procedures
- iv. Units Made Operational of by Repair/replacement of Defective Items wherever required in the Systems.
- v. Test plan for each unit shall be prepared by M/s Tijil & submitted to MDL/SOT for approval as part of QAP.
- vi. The repaired units shall be offered for inspection/acceptance as per QAP to MDL-QA/User & SOT.
- vii. The Accepted Material will be delivered to MDL along with Certificate of Conformity & Relevant Test report along with warranty certificate.
- viii. 1 Year warranty is confirmed from the date of delivery of material to MDL.
- ix. Any application software installation is in the scope of MDL- Navy. M/s Tijil will provide with functional or new OS installation for computer system as required.

3. Post-PO SOW:

- a) At present all 26 nos defective items are in M/s Tijil Premise for DI.
- b) Transportation as well as transit insurance of the items are in bidder's scope.



- c) As this is comprehensive work, all the spare parts as well as components are in bidder's scope. MDL will not provide any spare for repairing.
- d) Instruments used for repair/trials should be calibrated and have valid calibration certificate.
- e) Any other requirement arises during repair and testing after repair should be arranged by firm at their premises.
- f) SAP WCC will be certified by executive CM & above upon completion and acceptance of the items by Navy crew.
- g) Delivery- 06 months from the date of PO.
- h) Payment terms: -
 - (i) 20 % upon confirmation of the Diagnosis & Defect analysis for the test setup & new design & development.
 - (ii) 70 % upon Confirmation of the repair activity & in-house testing. Upon SOT-MDL visit & Inspection & test the equipment at our location as per the ATP & Delivery of material to MDL.
 - (iii) Final 10 % payment upon final WCC certificate as provided by MDL- SOT.

Responsibility Matrix

Sr. No.	Activity	Responsibility	
		MDL	Sub-contractor
1	Arrangement of Gate pass for personnel	✓	✓
2	Transport arrangement for picking up the defective items from MDL-Store		✓
3	Crane/ Forklift and rigger for shifting of material	✓	
4	Submission of draft QAP		✓
5	Approval of final QAP	✓	
6	Trial and Inspection of the repaired items	✓	✓
7	Transport arrangement for delivery of repaired items to MDL Store		✓
8	Preparation and submission of proper documents containing various inspection reports for WCC.		✓
9	Preparation and submission of Hindrance Register		✓
10	Adherence to safety norms and procedures	✓	
11	Issuance of WCC		✓
12	Submission of invoices for payment	✓	
13	Payment for work carried out	✓	



ILLUSTRATIVE RATE SHEET

Sr No.	Description	Qty	Unit	HSN/ SAC Code	Unit Rate (INR)	GST %	Total Cost (INR)
1	POWER SUPPLY RACK (TIM) PART OF KD07010, RN - 2P94837-00, SR. NO. 3019-0012	1	Nos				
2	AC-DC CONVERTER (PSU_P), REF. NO. 61724533AA, SR. NO. 00053, 00126	2	Nos				
3	PSU_P PCB, PART OF MFCC, REF. NO. 61724533AA, SR. NO. 34083018, 000293, PART OF 350000000000030120	2	Nos				
4	PSU_P PCB, PART OF MFCC, REF. NO. 61724533AA, SR. NO. 00145, U00029, PART OF 350000000000030120	2	Nos				
5	APS ANCILLARY UNIT (PART OF APS ELECTRONIC UNIT) REF. NO. 261237390, SR. NO. 10, PART OF 350000000000030190	1	Nos				
6	APS ANCILLARY RACK, PN NO. 261237390, PART OF APS - EU, SR. NO. 3, PART OF 350000000000030190	1	Nos				
7	RADAR LOCAL LAPTOP (DURABOOK) SR. NO. 3, P/NO. 261241667 (MOD-B 01_AJ549F01) WITH BATTERY, SR. NO. CGKSBY1844293 ADAPTOR, SR. NO. E40730421435	1	Nos				
8	PSU-P (AC.DC CONVERTER) RN - CPA250-4530G, REF. NO. 61724533AA	1	Nos				
9	3020C WITH GPS PURCHASED FROM HOLLAND H1622D SAT-C TRANSCEIVER INMARSAT-C TRANSCEIVER REF. NO. 403022D, RN - 00211076, SR. NO. 00211076	1	Nos				
10	INS SWITCH POWER SUPPLY OF INS SWITCH RACK PART OF IDU, P/N - 260712906-00, SR. NO. 04 (PART OF IDU) (PART OF 350000000000030229)	1	Nos				



11	POWER AMPLIFIER(LV212-01) PART OF MICROPHONE/DOUBLE HEADPHONE), P/N- 55428800 SR.126	1	Nos				
12	PHIENIX CONTACT QUIENT POWER SUPPLY 1AC/24DC/3.5 , SR. 0000145528	1	Nos				
13	PSU_P PCB, REF. NO. 61724533AA, SR. NO. 00121 (PART OF 350000000000030092)	1	Nos				
14	PSU_P PCB, REF. NO. 61724533AA, SR. NO. 00048 (PART OF 350000000000030092)	1	Nos				
15	PSU_P PCB, REF. NO. 61724533AA, SR. NO. 00083 (PART OF 350000000000030092)	1	Nos				
16	PSU_P PCB, REF. NO. 35413, SR. NO. 25045008 (PART OF 350000000000030092)	1	Nos				
17	PSU_P PCB, REF. NO. 35413, SR. NO. 25044017 (PART OF 350000000000030092)	1	Nos				
18	PSU_P PCB (PART OF SONAR CABINET) REF. NO. 61724533AA, SR. NO. 00144	1	Nos				
19	PSU_P PCB (PART OF SONAR CABINET) REF. NO. 61724533AA, SR. NO. 00148	1	Nos				
20	PSU_P PCB (PART OF SONAR CABINET) REF. NO. 61724533AA, SR. NO. 00236	1	Nos				
21	PSU_P PCB (PART OF SONAR CABINET) REF. NO. 61724533AA, SR. NO. 00245	1	Nos				
22	PSU_P PCB (PART OF SONAR CABINET) REF. NO. 61724533AA, SR. NO. 34083008	1	Nos				
23	SOM ANCILLARIES UNIT, REF. NO: 261338949 SR.13	1	Nos				



Note:

- i) Annexure-B is only for illustration purpose & for the purpose of indicating tax and whether **quoted / not quoted**, as per clause 12.1.2 of ASLA (Service Level Agreement).
- ii) Bidders shall upload the completely filled Annexure-B with Technical Bid.
- iii) Prices are to be quoted in the Rate sheet as per GeM format.
- iv) Bidder while quoting should consider the all costs such as labour, hike in the minimum wages, transportation, equipment, all incidental expenses, consumables etc.
- v) Quantity shown is indicative. However, Payment shall be made as per actual work done.



Annexure-C

DEVIATION FORMAT

(Bidders to fill, sign, stamp and RETURN this form in bid)

To,
MAZAGON DOCK SHIPBUILDERS LIMITED
COMMERCIAL EASTYARD

TENDER ENQUIRY NO.: GEM/2026/B/8191118

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

COMPANY'S NAME & ADDRESS :

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



Annexure-D

Bidder is requested to check and fill up the followings before they submitting bids and submit along with the offer: -

CHECK LIST FOR BIDDER'S/SUPPLIER'S				
<u>TENDER ENQUIRY NO.: GEM/2026/B/8191118</u>				
Description: Repair of 23 Types (26 Nos) Defective items of Project P-75.				
Sr. No	Description	Tender Requirement	Supplier	
			Strike off whichever is not applicable	Remark (if any)
1	Offer Ref. No.	Supplier has to mention their offer no.		
2	Technical Acceptance	Supplier has to mention about total technical acceptance of Tender. (as per Encl. 1)	Accepted / not accepted	
3	Registered	Whether supplier is Temporarily or Permanently registered with MDL or not registered at all.	Y/N	
4	Guarantee/Warranty	Acceptance from supplier/contractor submitted for guarantee/warranty mentioned	Accepted / not accepted	
5	Payment Terms	Supplier has to mention whether payment terms are acceptable or not acceptable as per tender enquiry. If any deviation is there, same has to be mentioned.	Accepted/Not Accepted	
6	SD cum PBG	Acceptance from supplier/contractor submitted SD,PBG along with offer	Accepted/Not Accepted	
7	Offer Validity	Supplier has to mention validity of their offer (in terms of weeks) from the closing date of TENDER.	Accepted/Not Accepted	
8	Delivery Period / Completion Schedule	Supplier has to mention delivery / completion period for Scope of work.	Accepted/Not Accepted	
9	TEF Acceptance	Whether Supplier accepted/ not accepted /accepted but deviation seeks for TEF Clause no. ----.	Acceptable / Not acceptable /Deviation sought for TEF Clause no.---	
10	GCC Acceptance	Whether Supplier accepted/ not accepted STAC.	Accepted/Not Accepted	
11	Deviation	Whether supplier submitted/Not submitted Deviation form. If any deviation seeks, same has to be mention in Remark.	Submitted /not submitted	
12	Taxes & Duties	Supplier has to mention applicable taxes & duties in terms of % in Part I – Bid (technical part). If not, write nil.	Y/N	



Annexure- E

FORM OF WARRANTY CERTIFICATE

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

Description of Spares /Item(s) and Manufacturer's Serial Number (OR any other such ID No) as per packing list no..... datedenclosed herewith

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

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

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

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

For and on behalf of

COMPANY'S NAME & ADDRESS:

SEAL:

SIGNATURE :
DATE :
NAME :
DESIGNATION :
SUPPLIER'S COMPANY



ANNEXURE-F

DECLARATION CERTIFICATE FOR LOCAL CONTENT

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

THE BIDDERS SHALL PROVIDE THIS CERTIFICATE FROM STATUTORY AUDITOR OR COST AUDITOR OF THE COMPANY (IN CASE OF COMPANIES) OR FROM A PRACTICING COST ACCOUNTANT OR PRACTICING CHARTED ACCOUNTANT (IN RESPECT OF SUPPLIER OTHER THAN COMPANIES) GIVING THE PERCENTAGE OF LOCAL CONTENT.

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:

Tender Item Sr No	Local content calculated as above %	Location of local value addition

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.

(e) 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.

(f) 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



ANNEXURE-G

ACTUAL LOCAL CONTENT CERTIFICATE
(Tender value Less than Rs 10 Crores)

Note 1: This certificate shall be submitted by the successful bidder post execution of the contract.

LOCAL CONTENT DECLARATION (post execution of contract / PO) 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 CONTRACT No./ PO 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),
that:

- (a) The facts contained herein are within my own personal knowledge.
(b) My/our company had declared the local content at the time of tender as under

Tender Item Sr No	Local content calculated as above %	Location of local value addition

- (c) My / our company has completed the above referred contract and the actual local content of the delivered item/s calculated using the definition in the declaration given at the time of Bid is as under:

Tender Item Sr No	Declared minimum Local content at the time of bidding (%)	Achieved Local content of delivered items (%)

NB: Local content percentage shall strictly be declared item wise or tender wise as was declared at the time of bid / tender.

(d) 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 dated 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. I undertake to retain the relevant documents for 7 years from date of execution.

(e) 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:** _____

Stamp / Seal of the company



Annexure-H

LIST OF TECHNICAL DOCUMENTS TO BE UPLOADED IN TECHNO-COMMERCIAL BID:

1. ~~The scanned image of EMD-BG/ Online Remittance.~~
2. **Annexure-N** - Declaration by bidder for Restrictions under rule 144(xi) of general financial rules GFRs, (2017) on firm's letterhead.
3. Technical bid & Bidders Company Profile. Shop & Establishment registration. (Exempted for permanent registered vendor.)
4. Valid Tax Registration Certificate / GST registration certificate and PAN card.
5. Valid Registration Certificate issued by MDL (if any).
6. Validity of Offer (ASLA Clause)
7. **Annexure-B** in indicating **quoted / not quoted**. Also mention GST% and HSN. No price shall be mentioned.
8. **Annexure –F** for Declaration Certificate for Local Content.
9. **Annexure – I**: Dully filled (Service Level Agreement) SLA Acceptance format to be uploaded.
10. **Annexure – K**: Dully filled General Contract conditions acceptance format to be uploaded.
11. **Annexure – L**: Acceptance for GST terms & conditions to be uploaded.
12. Ready to submit required Security Deposit (SD) / Performance Bank Guarantee (PBG) or agreeing to extend the validity of the submitted SDBG / PBG in case of requirement of extension of validity of bank guarantee.
13. ~~**Annexure Y**: CONFLICT OF INTEREST AMONG BIDDERS/AGENTS~~
14. **Annexure-R**: EXTRACT OF PROVISIONS OF THE OFFICIAL SECRETS ACT, 1923

LIST OF DOCUMENTS TO BE UPLOADED IN PRICE BID:

1. As per GeM format.



Annexure-I

SLA (Service Level Agreement) ACCEPTANCE FORMAT:

To,
MAZAGON DOCK SHIPBUILDERS LIMITED
OUTSOURCING DEPARTMENT.

SLA CLAUSE No.	BIDDER'S REMARK	SLA CLAUSE No.	BIDDER'S REMARK
	ACC. / DEV.		ACC. / DEV.
1		2	
3		4	Not Applicable
5	Not Applicable	6	
7	Not Applicable	8	Not Applicable
9	Not Applicable	10	
11	Not Applicable	12	
13		14	Not Applicable
15		16	
17	Not Applicable	18	
19		20	
21		22	
23	Not Applicable	24	Not Applicable
25		26	Not Applicable
27	Not Applicable	28	
29		30	Not Applicable
31		32	Not Applicable
33		34	Not Applicable
35	Not Applicable	36	
37		38	
39	Not Applicable	40	
41		42	
43		44	
45		46	Not Applicable
47		48	
49		50	Not Applicable
51	Not Applicable	52	

COMPANY'S NAME & ADDRESS:

SIGNATURE:

DATE:

NAME:

DESIGNATION:

BIDDER'S COMPANY SEAL:

NOTE:



- a. Bidders should carefully read the Terms & Conditions of the Service Level Agreement (SLA) prior to filling up this acceptance format.
- b. This format should be properly filled, signed and bidder shall upload the scanned copy of the same online.
- c. Bidder(s) should indicate “ACC” for Accepted, “DEV” for Deviation Taken for each clause number in the above table.
- d. Bidder(s) to attach Separate Sheet indicating all relevant details such as Number & description of the Clause, Reasons for Deviation and Alternative suggested for any deviations taken by them.
- e. Clause numbers shown in the above format also includes the sub-clauses under these clauses.



Annexure-J

GENERAL CONDITIONS OF CONTRACT (GCC)

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

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

The word '**Owner**' means the person or authority with whom Mazagon Dock Shipbuilders Limited (Purchaser) has contracted to carry out work in relation to which orders are placed by the Purchaser on the Bidder/Supplier/Contractor under this contract for supply or manufacture of certain items and would include Department of Defence Production, Ministry of Defence, Government of India, the Indian Navy, the Coast Guard and any other specified authority.

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

1. TENETS OF INTERPRETATION

Unless where the context requires otherwise, throughout the contract:

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

2. LANGUAGE OF CONTRACT

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

3. GOVERNING LAWS AND JURISDICTION

3.1 Governing Laws and Jurisdiction

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

3.2 Changes in Laws and Regulations



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

4. CONFIDENTIALITY, SECRECY AND IPR RIGHTS

(a) IPR Rights

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

(b) Confidentiality

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

(c) Secrecy

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

(d) Obligations of the contractor

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

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

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

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

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

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

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



- (ad) otherwise lawfully becomes available to the contractor from a third party that has no obligation of confidentiality.
- (v) The above provisions shall not in any way modify any undertaking of confidentiality (or Secrecy – as the case may be) given by the contractor before the date of the contract in respect of the contract/ the Tender Document or any part thereof.
- (vi) The provisions of this clause shall survive completion or termination for whatever reason of the contract.

5. PERMITS, APPROVALS AND LICENSES

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

6. TRANSFER OF TITLE OF GOODS (Not Applicable)

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

7. EXTENSION OF DELIVERY PERIOD

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

When the period of delivery is extended due to unexcused delay (Note: please ensure that unexcused delay is defined. Otherwise replace "unexcused delay" with the "delays attributable") by the contractor, the amendment extending the delivery period shall, inter alia, be subject to the following conditions:

 - (i) **Liquidated Damages**

MDL shall recover from the contractor, under the provisions of this clause, liquidated damages on the Goods and incidental Works/ Services, which the contractor has failed to deliver within the delivery period stipulated in the contract.
 - (ii) **Denial Clause**
 - (aa) No increases in price on account of any statutory increase in or fresh Imposition of GST, customs duty or on account of any other taxes/ duty/ cess/ levy), leviable in respect



of the Goods and incidental Works/ Services stipulated in the said contract which takes place after the original delivery date, shall be admissible on such of the said Goods, as are delivered after the said date; and

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

(ac) Nevertheless, MDL shall be entitled to the benefit of any decrease in price on account of reduction in or remission of GST, customs duty or on account of any other Tax or duty or any other ground as stipulated in the price variation clause or foreign exchange rate variation or any other variation clause which takes place after the expiry of the original delivery date.

(c) Liquidated damages

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

8. DEFAULTS, BREACHES & TERMINATION OF CONTRACT

Termination due to Breach, Default, and Insolvency

(a) Defaults and Breach of Contract

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

(i) Default in Performance and Obligations

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

(ii) Insolvency

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

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

(b) Notice for Default

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

(c) Terminations for Default

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

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



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

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

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

- (i) Temporary withhold payments due to the contractor till recoveries due to invocation of other contractual remedies are complete.
- (ii) Call back any loaned property or advances of payment, if any, with the levy of interest at the prevailing rate (MIBID - Mumbai Interbank Bid Rate).
- (iii) Recover liquidated damages and invoke denial clause for delays.
- (iv) Encash and/ or Forfeit performance or other contractual securities.
- (v) Prefer claims against insurances, if any.
- (vi) Terminate contract for default, fully or partially including its right for Risk and- Cost Procurement as per following sub-clause.

(vii) Risk and Cost Procurement

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

(Note: deleted being contrary to law).

(Note: No contractor would give security after the termination of the contract)

Note: Regarding the Goods which are not readily available in the market and where procurement difficulties are experienced, the period for making risk procurement shall be nine months instead of six months provided above.

- (viii) Initiate legal proceedings in a for the recovery of the losses and damages, not addressable by the above means.

9. CLOSURE OF CONTRACT

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

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

12. FREIGHT AND INSURANCE.

(a) For Indigenous Bidders

Bidder shall quote for 'Door Delivery to Purchaser,' all charges towards door delivery viz. transport, Insurance charges etc. shall be borne by the Bidder / Supplier / Contractor.

(b) For Foreign Bidders



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

13. DEMURRAGE (Not Applicable)

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

14. CANCELLATION OF TENDER

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

15. PURCHASER'S PROPERTY.

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

16. REJECTION OF MATERIALS (Not Applicable)

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

17. RECOVERY-ADJUSTMENT PROVISIONS

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

18. INDEMNIFICATION

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



19. TRANSFER OF SUPPLIERS / CONTRACTOR'S RIGHTS

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

20. SUBCONTRACT AND RIGHT OF PURCHASER

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

21. PATENT RIGHTS

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

22. AGENTS/AGENCY COMMISSION

The seller confirms and declares to the buyer that the seller is the original manufacturer or authorized distributor/stockiest of original manufacturer of the goods referred to in this contract and has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommended to the Buyer or any of its functionaries, whether officially or unofficially , to the award of the Contract / Purchase order to the Seller; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation.

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

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

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

23. USE OF UNDUE INFLUENCE / CORRUPT PRACTICES

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

24. IMMUNITY OF GOVERNMENT OF INDIA CLAUSE

It is expressly understood and agreed by and between M/s. (Bidder / Supplier / Contractor) and Mazagon Dock Shipbuilders Limited, Dockyard Road, Mumbai - 400 010 (MDL) is entering into this Agreement solely on its own behalf and not on the behalf of any person or entity. In particular, it is expressly understood and agreed that the Government of India is not a party to this Agreement and has no liabilities, obligations or rights hereunder. It is expressly understood and agreed that MDL is



an independent legal entity with power and authority to enter into contracts solely in its own behalf under the applicable of Laws of India and general principles of Contract Law. The (Bidder / Supplier / Contractor) expressly agrees, acknowledges and understands that MDL is not an agent, representative or delegate of the Government of India. It is further understood and agreed that the Government of India is not and shall not be liable for any acts, omissions and commissions, breaches or other wrongs arising out of the contract. Accordingly, (Bidder / Supplier / Contractor) hereby expressly waives, releases and foregoes any and all actions or claims, including cross claims, impleader claims or counter claims against the Government of India arising out of this contract and covenants not to sue Government of India in any manner, claim, cause of action or thing whatsoever arising of or under this Agreement.

25. EXPORT LICENCE

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

26. BANNED OR DE-LISTED CONTRACTORS / SUPPLIERS

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

27. DUTY OF PERSONNEL OF SUPPLIER/CONTRACTOR

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

28. DISPUTE RESOLUTION MECHANISM AND ARBITRATION

(a) Dispute resolution mechanism(DRM)

- (i) Any dispute/differences between the parties arising out of and in connection with the contract shall be settled amicably by mutual negotiations at HoS/HoD level.
- (ii) In case of non-settlement by (i) above, if at any time, before, during or after the contract period any unsettled claim, dispute or difference arose between the parties, upon or in relation to or in connection with or in any way touching or concerning this tender/agreement/order/contract, the same shall be referred to the concerned Functional Director. The Functional Director shall then nominate an Executive of the rank of General Manager whom he thinks fit and competent or a Committee of Executives who/which shall then scrutinise the claims/disputes that have been referred to the concerned functional Director and make efforts for amicable settlements by mutual discussions/negotiations.
- (iii) In case no amicable settlement is arrived by (ii) above within a period of three months, then the contractor shall approach Public Grievance Cell and address the disputes as per the provisions made under the relevant clause of the contract.
- (iv) In case the issues/disputes do not get settled within a period of six months from the date of submission of the dispute to the Grievance Cell, then the contractor may invoke Arbitration Clause of the contract.

(b) Arbitration

- (i) 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.
- (ii) 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.
- (iii) 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.

29. JURISDICTION OF COURTS

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

30. CONTRACT LABOUR (REGULATION AND ABOLITION) ACT 1970 (Applicable for Services)

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

The Contractor / Bidder shall carryout his obligations and duties under the Contract Labour (Regulation and Abolition) Act, 1970 and the rules framed there under. In the event any employee/s of Contractor / Bidder is advised by the concerned Department to deploy their employees for job during weekly-off, Sundays and holidays, the Contractor / Bidder must inform through Concerned Department the name/s of the employee/s in the prescribed format to CISF / Security and to the concerned Divisional Personnel by mentioning specifically 'Compensatory - Off', before 3 days from the date actual payment.

31. MINIMUM WAGES ACT

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

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

32. BONUS ACT

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

33. FACTORIES ACT

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

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

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

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

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

- (a) under the Employees' Provident Funds and Miscellaneous Act, 1952,
- (b) under the Family Pension Scheme, and



(c) under the Employees' Deposit Linked Insurance Scheme and pay the contributions both in respect of his employees and his own. He shall submit all the necessary returns and other particulars periodically as prescribed under the said Act. Contractor / Bidder shall cover from the first day working all his contract labour on MDL jobs by filling requisite returns to concerned Statutory authorities and obtaining Code Numbers / Account Numbers. Contractor / Bidder shall remit employees' and employers' contributions directly to the concerned authorities along with Inspection and Administrative Charges as per relevant provisions of the concerned Acts and Schemes made there under within 15 days from the close of every month. The Contractor / Bidder must submit copies of P. F. dues payment challans, copy of Form No. 12 (A), copy of form No. 6 (A) (Annually) and copies of Muster Roll of their workmen every month to Corporate Personnel Department before renewal of passes for entry into the yard. The Contractor / Bidder must also attend to P. F. Inspections by concerned authorities and submit copy of the Inspection Report. The Contractor / Bidder through his own P. F. code number shall fill in P. F. / Pension settlement forms of all the employees engaged in Purchaser's Yard, well in advance of last working day and forwards the said settlement forms to the respective P. F. Commissioner's office for settlement. Contractors who are yet to obtain PF code shall apply for Code no s to PF Commissioners Office and furnish copies of the same to Corporate Personnel Department. Purchaser shall recover PF dues from the contractors running bills till such time the PF Code no is obtained. The Contractor / Bidder may contact Corporate Personnel Department for the purpose to seek any / all clarification / necessary advice for completion of procedural work such as filling labour challans, E. S. I., P. F. - declaration forms, covering their labour under Group Insurance Policy, etc. An Administrative charge @ Rs. 10/- per employee per month for such consultancy will be recovered from all the contractors from the bills of the respective contracts

35. EMPLOYEES' STATE INSURANCE ACT

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

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

36. SAFETY

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

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



37. POLICE VERIFICATION OF EMPLOYEES

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

38. FORCE MAJEURE

If at any time during the execution of the goods / service order, the performance in whole or in part by either Purchaser or and by the Bidder(s) / Supplier(s) / Contractor(s) is / are delayed by any reason of force majeure situations such as acts of civil war, civil commotion, sabotage, hostilities, war, fires, explosions, epidemics, natural calamities like floods, earthquakes, volcanoes, storms, acts of God and laws of respective governments or any other causes beyond the control of either parties, hereinafter referred to as "events", provided notice of the occurrence of such event/s is / are communicated by either party, to the other party within 21 days from the date of occurrence thereof, neither party shall by reason such events be entitled to terminate the contract nor shall either party have any claim for damages against the other in respect of such non-performance and or delay in performance of the contract / order. Executions on either side shall be resumed as soon as practicable after such event has come to an end or ceased to exist and the decision of Purchaser as to whether activities can resume or not, shall be conclusive and final. Occurrence of the events to be certified by Chamber of Commerce / Indian High Commission or Embassies / Government in that Country.

The performance in whole or in part under the captioned tender / contract is prevented or delayed by reason of any such event for a period exceeding sixty days either party may at its option terminate the contract / further processing of the tender. The relative obligations of both the parties remain suspended during the actual period of force majeure.

The Purchaser may extend the delivery schedule as mutually agreed, on receipt of written communication from the Bidder / Supplier / Contractor regarding occurrence of 'Force Majeure' conditions, but not exceeding six months from the scheduled delivery date. If the 'Force Majeure' conditions extend beyond this period, the Purchaser shall have the right to cancel the order without any financial implication to the Purchaser or on terms mutually agreed to.

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 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



Annexure-K

GENERAL CONDITIONS OF CONTRACT ACCEPTANCE FORMAT:

To,
MAZAGON DOCK SHIPBUILDERS LIMITED
OUTSOURCING DEPARTMENT.

GCC CLAUSE No.	BIDDER'S REMARK	GCC CLAUSE No.	BIDDER'S REMARK	GCC CLAUSE No.	BIDDER'S REMARK
	Acc/Dev		Acc/Dev		Acc/Dev
1		14		27	
2		15		28	
3		16	Not Applicable	29	
4		17		30	
5		18		31	
6	Not Applicable	19		32	
7		20		33	
8		21		34	
9		22		35	
10		23		36	
11		24		37	
12		25		38	
13	Not Applicable	26		39	

COMPANY'S NAME & ADDRESS:

SIGNATURE:

DATE:

NAME:

DESIGNATION:

BIDDER'S COMPANY SEAL:

NOTE:

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



Annexure-L

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 portal.
7. If the vendor is registered under GST, Vendor shall ensure timely submission of invoice as per the provisions / requirement / timeline promulgated by GOI in relation to GST Law with all required supporting documents to enable 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).



Annexure-M

RTGS / NEFT – MANDATE AUTHORIZATION FORM

Mazagon Dock Shipbuilders Limited
**Dockyard Road,
Mumbai – 400 010**

1. Vendor Name :
2. PAN No. :
3. Vendor Address :
4. Vendor's Telephone :
5. E-Mail Address :
6. Bank Name :
Bank Address
7. 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 Officer



Annexure-N

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

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

DECLARATION BY AUTHORISED SIGNATORY OF THE FIRM

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

- 1) The facts contained herein are within my own personal knowledge.
- 2) I have read the Order (Public Procurement No.4) dtd 23 Feb 2023 on the subject of Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017 regarding restrictions on procurement from a bidder of a country which shares a land border with India and comply to all the provisions of the Order.
- 3) I certify that M/s(name of bidder entity) **is not from such a country and does not have any specified Transfer of Technology (ToT) from such a country / is from such a country or if having specified ToT from such country, has been registered with the Competent Authority (strike out whichever is not applicable).** I hereby certify that this SUPPLIER fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority is attached]
- 4) I certify that M/s(name of bidder entity) **is not from such a country or, if from such a country, has been registered with the Competent Authority (strike out whichever is not applicable)** and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]
- 5) I understand that the submission of incorrect data and / or if certificate / declaration given by M/s(name of bidder entity) is found to be false, this would be a ground for immediate termination and further legal action in accordance with law as per Clause 18 of the Public Order on Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017

AUTHORISED SIGNATURE: _____

DATE: _____

Seal / Stamp of Bidder



Annexure-O

PROFORMA e-BANK GUARANTEE FOR PERFORMANCE SECURITY
(On Non-Judicial stamp paper of value Rs. 500/-. However, the value of stamp paper to be confirmed from Legal Department, MDL.)

IN CONSIDERATION OF MAZAGON DOCK SHIPBUILDERS LIMITED, a company incorporated under the Companies Act 1956 and having its registered office at Dockyard Road, Mumbai 400010 (hereinafter referred to as the "the Purchaser" which expression shall, unless it be repugnant or contrary to the subject or context thereof, be deemed to mean and include its successors and assigns) having placed an order on 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 Security Deposit payable under the said order for the fulfillment and performance of the said order, We, Bank having office at..... (hereinafter referred to as "the Bank" which expression shall includes its successor and assign) hereby agree to pay to the purchaser without any demur on first demand amount not exceeding Rs.....(Rupees.....only) being 5% of the order value against any loss or damage, costs, charges and expenses cause 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 & 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 fulfill the said order in term thereof or committed breach of any terms and conditions of the order and the extend 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 right and defenses to which we as Guarantors may be entitled to.

3. We,..... Bank further agree that the amount demanded by the Purchaser as such shall be final and binding on the Bank as to the Bank's liability to pay and the amount demanded and the Bank undertake to pay the Purchaser the amount so demanded on first demand and without any demur notwithstanding any dispute raised by the Contractor/Supplier or any suit or other legal proceedings including arbitration pending before any court, tribunal or arbitrator related 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 power excisable by the Purchaser against the Contractor/ Supplier and to forbear to enforce any of the terms and conditions relating to the order and we shall not be relieved from our liability by reason of any such variation or extension being granted to the Contractor/Supplier or for any forbearance, act or omission on the part of the Purchaser or any indulgence by the Purchaser to the Contractor/Supplier or by any such matter or things whatsoever which under the law relating to sureties would have the effect of relieving us.

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

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

7. Notwithstanding anything contained herein above:

- i. Our liability under this guarantee shall not exceed Rs. /-
- ii. This Bank guarantee shall be valid up to and including_____, and



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

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

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

For Bank
(by its constituted attorney)

(Signature of a person authorized
to sign on behalf of “the Bank”)



Annexure-R

EXTRACT OF PROVISIONS OF THE OFFICIAL SECRETS ACT, 1923

SECTION 2(B) : “PROHIBITED PLACE”

It is defined as the place of any work of Defence Dockyard and other so belonging or occupied and used for the purpose of building, repairing, making or storing any ammunitions of war. For the purpose of the above definition, sketch includes any photograph or other mode of representing any place or thing.

SECTION 3 : “PENALTIES FOR SPYING”

If any per unlawfully -

- a) approaches, inspects, passes over or is in the vicinity of any clear place; or
 - b) make any sketches intended to be directly or indirectly useful to an enemy ; or
 - c) obtains, collects, records or communicates to any other person any secret official code.
- Shall be liable for imprisonment of 14 years in case of Defence Installation.

SECTION 4 : “COMMUNICATION WITH FOREIGN AGENTS”

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

SECTION 5 : “WRONGFUL COMMUNICATION OF INFORMATION”

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

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

Shall be guilty of an offence under this Act.

SECTION 6 : “UNAUTHORISED USE OF UNIFORMS”

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

SECTION 7 : “INTERFERING WITH OFFICERS OF POLICE”

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

SECTION 8 : “DUTY OF GIVING INFORMATION”

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

SECTION 9 : “INCITEMENT”

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

SECTION 10 : “PENALTY FOR HARBOURING SPIES”

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

SECTION 11 : “SEARCH WARRANTS”

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