

निविदा पूछताछ
TENDER ENQUIRY

[वेब निविदा]
[WEB TENDER]

माझगांव डॉक शिपबिल्डर्स लिमिटेड
(भारत सरकार का उपक्रम)
MAZAGON DOCK SHIPBUILDERS LIMITED
(Formerly known as Mazagon Dock Limited)
(A Govt. of India Undertaking)
CIN: L35100MH1934GOI002079
Dockyard Road, Mumbai 400 010
Website- www.mazagondock.in
Certified - ISO 9001: 2008 for Shipbuilding Division
GST ID : 27AAACM8029J1ZA

निविदा सं./Tender No	8000001318	विभाग/Department	OTS(OUTSOURCING DEPT.)
क्रय अधिकारी/Purchase Exec. Prashant S Pimple		क्रय अधिकारी/Purchase Exec.	Prashant S Pimple
सेवा में /To		दूरभाष सं./Telephone No	23763351
		फैक्स सं./Fax No	23743198
		ई-मेल/E-Mail	pspimple@mazdock.com
दूरभाष सं./Telephone		निविदा सं./Tender No	8000001318
फैक्स सं./Fax		निविदा तिथि/ Tender Date	
ई-मेल/E-Mail		निविदा बंद की तिथि/Tender Closing Date	15.09.2025
		निविदा बंद होने का समय/Tender Closing Time	14:30:00
		आरएफक्यू सं./RFQ No	2100001611

निविदा शुल्क/Tender Fee	रु/Rs	0.00
बयाना राशि/EMD Amount	रु/Rs	700,000.00
पूर्व बिड बैठक तिथि और समय/Pre Bid Meeting Date & Time		,00:00:00
निविदा खोलने की तिथि और समय/Tender Opening Date & Time		15.09.2025,15:30:00
प्रस्ताव वैधता तिथि है/Offer should be valid up to		
सुरक्षा जमा/Security Deposit		5.00 %आदेश मूल्य का/PO value
वरीय बैंक जमानत /Perf. Bank Guarantee		0.00 %आदेश मूल्य का/PO value

(आगे के विवरण हेतु कृपया सम्बंधित नियम शर्तों को पढ़ें। सुनिश्चित करें कि कोटेशन और संबंधित पत्राचार के लिए विभाग का नाम, क्रय अधिकारी का नाम, निविदा संख्या, बंद होने का समय एवं तिथि एवं आरएफक्यू सं. अपने कोटेशनमें लिखें।)

Kindly read and refer relevant terms & conditions for further details. Do ensure to Quote Department Name, Purchase Executive's Name, Tender Number, closing date & time and RFQ Number in your Quotation & related correspondence)

प्रिय महोदय/महोदया
Dear Sir / Madam ,

विषय /SUB:- OUTSOURCING INSTALLATION OF WATER JET PROPULSION SYSTEM FOR 04 NOS OF FAST PATROL VESSELS (FPVS)

माझगाँव डॉक शिपबिल्डर्स लिमिटेड प्रतिष्ठित/संभावित आपूर्तिकर्ताओं से निम्न हेतु, प्रतियोगितात्मक दो बोली प्रणाली में (भाग -I तकनीकी - वाणिज्य बोली एवं भाग II मूल्य बोली) बोली आमंत्रित करती है।
Mazagon Dock Shipbuilders Limited (MDL) invites Competitive – Bid from reputed Supplier for the following in TWO BID system (Part - I Techno - Commercial Bid & Part - II Price Bid).

क्र सं. SL.No.	सामग्री / सेवा विवरण Material / Service Details	मात्रा / इकाई Quantity / unit	आपूर्ति तिथि Delivery Date
00100	Shaft line sighting	1 Activity unit	31.12.2026
The Line item 00100 covers the following services			
000000001	सेवा सं./Service Number :-	3 Number	

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क्र सं. SL.No.	सामग्री / सेवा विवरण Material / Service Details	मात्रा / इकाई Quantity / unit	आपूर्ति तिथि Delivery Date		
0	संक्षिप्त वर्णन/Short Description :- Shaft line sighting सेवा विवरण/Service Details :- Shaft line sighting 03 shafts per ship				
00200	Shipping in alignment and installation Service Description : The Line item 00200 covers the following services	1 Activity unit	31.12.2026		
000000001	सेवा सं./Service Number :-	3 Number			
0	संक्षिप्त वर्णन/Short Description :- Shipping in, alignment and installation सेवा विवरण/Service Details :- Shipping in, alignment and installation of Water jet intake duct				
00300	Disassembly, alignment and installation Service Description : The Line item 00300 covers the following services	1 Activity unit	31.12.2026		
000000001	सेवा सं./Service Number :-	3 Number			
0	संक्षिप्त वर्णन/Short Description :- Disassembly, alignment and installation सेवा विवरण/Service Details :- Disassembly, alignment and installation of impeller housing				
00400	Shipping-in, alignment and installation The Line item 00400 covers the following services	1 Activity unit	31.12.2026		
000000001	सेवा सं./Service Number :-	3 SET			
0	संक्षिप्त वर्णन/Short Description :- Shipping in, alignment and installation सेवा विवरण/Service Details :- Shipping-in, alignment and installation of waterjet unit along with drive shaft.				
00500	Shipping in and installation of intermed The Line item 00500 covers the following services	1 Activity unit	31.12.2026		
000000001	सेवा सं./Service Number :-	5 Number			
0	संक्षिप्त वर्णन/Short Description :- Shipping in and installation of intermed सेवा विवरण/Service Details :- Shipping in and installation of intermediate shafts				
00600	Installation of support bearings,shaft	1 Activity unit	31.12.2026		

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क्र सं. SL.No.	सामग्री / सेवा विवरण Material / Service Details		मात्रा / इकाई Quantity / unit		आपूर्ति तिथि Delivery Date
The Line item 00600 covers the following services					
000000001 0	सेवा सं./Service Number :- संक्षिप्त वर्णन/Short Description :- Installation of support bearings, shaft सेवा विवरण/Service Details :- Installation of support bearings, shaft seal, Bulkhead Seal and shaft Locking Devices		3 SET		
00700	Installation of hydraulic power pack		1 Activity unit		31.12.2026
The Line item 00700 covers the following services					
000000001 0	सेवा सं./Service Number :- संक्षिप्त वर्णन/Short Description :- Installation of hydraulic power pack सेवा विवरण/Service Details :- Installation of hydraulic power pack		3 SET		
00800	Installation of lubrication power pack		1 Activity unit		31.12.2026
The Line item 00800 covers the following services					
000000001 0	सेवा सं./Service Number :- संक्षिप्त वर्णन/Short Description :- Installation of lubrication power pack सेवा विवरण/Service Details :- Installation of lubrication power pack		3 SET		
00900	Flushing of hydraulic system		1 Activity unit		31.12.2026
The Line item 00900 covers the following services					
000000001 0	सेवा सं./Service Number :- संक्षिप्त वर्णन/Short Description :- Flushing of hydraulic system सेवा विवरण/Service Details :- Flushing of hydraulic system		3 SET		
01000	Flushing of lubrication system		1 Activity unit		31.12.2026
The Line item 01000 covers the following services					
000000001 0	सेवा सं./Service Number :- संक्षिप्त वर्णन/Short Description :- Flushing of lubrication system सेवा विवरण/Service Details :- Flushing of lubrication system		3 SET		
01100	Shipping in, alignment and installation		1 Activity unit		31.12.2026

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क्र सं. SL.No.	सामग्री / सेवा विवरण Material / Service Details	मात्रा / इकाई Quantity / unit	आपूर्ति तिथि Delivery Date
The Line item 01100 covers the following services			
000000001 0	सेवा सं./Service Number :- संक्षिप्त वर्णन/Short Description :- Shipping in, alignment and installation सेवा विवरण/Service Details :- Shipping in, alignment and installation of Main engine	3 SET	
01200	Shipping in, alignment and installation	1 Activity unit	31.12.2026
The Line item 01200 covers the following services			
000000001 0	सेवा सं./Service Number :- संक्षिप्त वर्णन/Short Description :- Shipping in, alignment and installation सेवा विवरण/Service Details :- Shipping in, alignment and installation of Gear box	3 SET	
01300	Shipping in, alignment and installation	1 Activity unit	31.12.2026
The Line item 01300 covers the following services			
000000001 0	सेवा सं./Service Number :- संक्षिप्त वर्णन/Short Description :- Shipping in, alignment and installation सेवा विवरण/Service Details :- Shipping in, alignment and installation of support bearing	5 SET	
01400	Opening and closing of Waterjet intake d	1 Activity unit	31.12.2026
The Line item 01400 covers the following services			
000000001 0	सेवा सं./Service Number :- संक्षिप्त वर्णन/Short Description :- Opening and closing of Waterjet intake d सेवा विवरण/Service Details :- Opening and closing of Waterjet intake duct grid during dry-docking of vessel (in addition to fitment prior launching of the vessel) 3 shafts per ship	3 Number	
01500	Shaft line sighting	1 Activity unit	31.03.2027
The Line item 01500 covers the following services			
000000001 0	सेवा सं./Service Number :- संक्षिप्त वर्णन/Short Description :- Shaft line sighting सेवा विवरण/Service Details :- Shaft line sighting 03 shafts per ship	3 Number	
01600	Shipping in alignment and installation	1 Activity unit	31.03.2027

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क्र सं. SL.No.	सामग्री / सेवा विवरण Material / Service Details	मात्रा / इकाई Quantity / unit	आपूर्ति तिथि Delivery Date
The Line item 01600 covers the following services			
000000001 0	सेवा सं./Service Number :- संक्षिप्त वर्णन/Short Description :- Shipping in, alignment and installation सेवा विवरण/Service Details :- Shipping in, alignment and installation of Water jet intake duct	3 Number	
01700	Disassembly, alignment and installation	1 Activity unit	31.03.2027
The Line item 01700 covers the following services			
000000001 0	सेवा सं./Service Number :- संक्षिप्त वर्णन/Short Description :- Disassembly, alignment and installation सेवा विवरण/Service Details :- Disassembly, alignment and installation of impeller housing	3 Number	
01800	Shipping-in, alignment and installation	1 Activity unit	31.03.2027
The Line item 01800 covers the following services			
000000001 0	सेवा सं./Service Number :- संक्षिप्त वर्णन/Short Description :- Shipping-in, alignment and installation सेवा विवरण/Service Details :- Shipping-in, alignment and installation of waterjet unit along with drive shaft.	3 SET	
01900	Shipping in and installation of intermed	1 Activity unit	31.03.2027
The Line item 01900 covers the following services			
000000001 0	सेवा सं./Service Number :- संक्षिप्त वर्णन/Short Description :- Shipping in and installation of intermed सेवा विवरण/Service Details :- Shipping in and installation of intermediate shafts	5 Number	
02000	Installation of support bearings,shaft	1 Activity unit	31.03.2027
The Line item 02000 covers the following services			
000000001 0	सेवा सं./Service Number :- संक्षिप्त वर्णन/Short Description :- Installation of support bearings, shaft सेवा विवरण/Service Details :- Installation of support bearings, shaft seal, Bulkhead Seal and shaft Locking Devices	3 SET	
02100	Installation of hydraulic power pack	1 Activity unit	31.03.2027
The Line item 02100 covers the following services			

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क्र सं. SL.No.	सामग्री / सेवा विवरण Material / Service Details	मात्रा / इकाई Quantity / unit	आपूर्ति तिथि Delivery Date		
000000001 0	सेवा सं./Service Number :- संक्षिप्त वर्णन/Short Description :- Installation of hydraulic power pack सेवा विवरण/Service Details :- Installation of hydraulic power pack	3 SET			
02200	Installation of lubrication power pack The Line item 02200 covers the following services	1 Activity unit	31.03.2027		
000000001 0	सेवा सं./Service Number :- संक्षिप्त वर्णन/Short Description :- Installation of lubrication power pack सेवा विवरण/Service Details :- Installation of lubrication power pack	3 SET			
02300	Flushing of hydraulic system The Line item 02300 covers the following services	1 Activity unit	31.03.2027		
000000001 0	सेवा सं./Service Number :- संक्षिप्त वर्णन/Short Description :- Flushing of hydraulic system सेवा विवरण/Service Details :- Flushing of hydraulic system	3 SET			
02400	Flushing of lubrication system The Line item 02400 covers the following services	1 Activity unit	31.03.2027		
000000001 0	सेवा सं./Service Number :- संक्षिप्त वर्णन/Short Description :- Flushing of lubrication system सेवा विवरण/Service Details :- Flushing of lubrication system	3 SET			
02500	Shipping in, alignment and installation The Line item 02500 covers the following services	1 Activity unit	31.03.2027		
000000001 0	सेवा सं./Service Number :- संक्षिप्त वर्णन/Short Description :- Shipping in, alignment and installation सेवा विवरण/Service Details :- Shipping in, alignment and installation of Main engine	3 SET			
02600	Shipping in, alignment and installation The Line item 02600 covers the following services	1 Activity unit	31.03.2027		
000000001	सेवा सं./Service Number :-	3 SET			

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क्र सं. SL.No.	सामग्री / सेवा विवरण Material / Service Details	मात्रा / इकाई Quantity / unit	आपूर्ति तिथि Delivery Date		
0	संक्षिप्त वर्णन/Short Description :- Shipping in, alignment and installation सेवा विवरण/Service Details :- Shipping in, alignment and installation of Gear box				
02700	Shipping in, alignment and installation The Line item 02700 covers the following services	1 Activity unit	31.03.2027		
000000001 0	सेवा सं./Service Number :- संक्षिप्त वर्णन/Short Description :- Shipping in, alignment and installation सेवा विवरण/Service Details :- Shipping in, alignment and installation of support bearing	5 SET			
02800	Opening and closing of Waterjet intake d The Line item 02800 covers the following services	1 Activity unit	31.03.2027		
000000001 0	सेवा सं./Service Number :- संक्षिप्त वर्णन/Short Description :- Opening and closing of Waterjet intake d सेवा विवरण/Service Details :- Opening and closing of Waterjet intake duct grid during dry-docking of vessel (in addition to fitment prior launching of the vessel) 3 shafts per ship	3 Number			
02900	Shaft line sighting The Line item 02900 covers the following services	1 Activity unit	30.06.2027		
000000001 0	सेवा सं./Service Number :- संक्षिप्त वर्णन/Short Description :- Shaft line sighting सेवा विवरण/Service Details :- Shaft line sighting 03 shafts per ship	3 Number			
03000	Shipping in alignment and installation The Line item 03000 covers the following services	1 Activity unit	30.06.2027		
000000001 0	सेवा सं./Service Number :- संक्षिप्त वर्णन/Short Description :- Shipping in, alignment and installation सेवा विवरण/Service Details :- Shipping in, alignment and installation of Water jet intake duct	3 Number			
03100	Disassembly, alignment and installation The Line item 03100 covers the following services	1 Activity unit	30.06.2027		

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क्र सं. SL.No.	सामग्री / सेवा विवरण Material / Service Details	मात्रा / इकाई Quantity / unit	आपूर्ति तिथि Delivery Date		
000000001 0	सेवा सं./Service Number :- संक्षिप्त वर्णन/Short Description :- Disassembly, alignment and installation सेवा विवरण/Service Details :- Disassembly, alignment and installation of impeller housing	3 Number			
03200	Shipping-in, alignment and installation The Line item 03200 covers the following services	1 Activity unit	30.06.2027		
000000001 0	सेवा सं./Service Number :- संक्षिप्त वर्णन/Short Description :- Shipping-in, alignment and installation सेवा विवरण/Service Details :- Shipping-in, alignment and installation of waterjet unit along with drive shaft.	3 SET			
03300	Shipping in and installation of intermed The Line item 03300 covers the following services	1 Activity unit	30.06.2027		
000000001 0	सेवा सं./Service Number :- संक्षिप्त वर्णन/Short Description :- Shipping in and installation of intermed सेवा विवरण/Service Details :- Shipping in and installation of intermediate shafts	5 Number			
03400	Installation of support bearings,shaft The Line item 03400 covers the following services	1 Activity unit	30.06.2027		
000000001 0	सेवा सं./Service Number :- संक्षिप्त वर्णन/Short Description :- Installation of support bearings, shaft सेवा विवरण/Service Details :- Installation of support bearings, shaft seal, Bulkhead Seal and shaft Locking Devices	3 SET			
03500	Installation of hydraulic power pack The Line item 03500 covers the following services	1 Activity unit	30.06.2027		
000000001 0	सेवा सं./Service Number :- संक्षिप्त वर्णन/Short Description :- Installation of hydraulic power pack सेवा विवरण/Service Details :- Installation of hydraulic power pack	3 SET			
03600	Installation of lubrication power pack The Line item 03600 covers the following services	1 Activity unit	30.06.2027		
000000001	सेवा सं./Service Number :-	3 SET			

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क्र सं. SL.No.	सामग्री / सेवा विवरण Material / Service Details	मात्रा / इकाई Quantity / unit	आपूर्ति तिथि Delivery Date		
0	संक्षिप्त वर्णन/Short Description :- Installation of lubrication power pack सेवा विवरण/Service Details :- Installation of lubrication power pack				
03700	Flushing of hydraulic system The Line item 03700 covers the following services	1 Activity unit	30.06.2027		
000000001 0	सेवा सं./Service Number :- संक्षिप्त वर्णन/Short Description :- Flushing of hydraulic system सेवा विवरण/Service Details :- Flushing of hydraulic system	3 SET			
03800	Flushing of lubrication system The Line item 03800 covers the following services	1 Activity unit	30.06.2027		
000000001 0	सेवा सं./Service Number :- संक्षिप्त वर्णन/Short Description :- Flushing of lubrication system सेवा विवरण/Service Details :- Flushing of lubrication system	3 SET			
03900	Shipping in, alignment and installation The Line item 03900 covers the following services	1 Activity unit	30.06.2027		
000000001 0	सेवा सं./Service Number :- संक्षिप्त वर्णन/Short Description :- Shipping in, alignment and installation सेवा विवरण/Service Details :- Shipping in, alignment and installation of Main engine	3 SET			
04000	Shipping in, alignment and installation The Line item 04000 covers the following services	1 Activity unit	30.06.2027		
000000001 0	सेवा सं./Service Number :- संक्षिप्त वर्णन/Short Description :- Shipping in, alignment and installation सेवा विवरण/Service Details :- Shipping in, alignment and installation of Gear box	3 SET			
04100	Shipping in, alignment and installation The Line item 04100 covers the following services	1 Activity unit	30.06.2027		
000000001 0	सेवा सं./Service Number :- संक्षिप्त वर्णन/Short Description :- Shipping in,	5 SET			

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	alignment and installation सेवा विवरण/Service Details :- Shipping in, alignment and installation of support bearing				
04200	Opening and closing of Waterjet intake d	1 Activity unit	30.06.2027		
	The Line item 04200 covers the following services				
0000000010	सेवा सं./Service Number :-	3 Number			
	संक्षिप्त वर्णन/Short Description :- Opening and closing of Waterjet intake d				
	सेवा विवरण/Service Details :- Opening and closing of Waterjet intake duct grid during dry-docking of vessel (in addition to fitment prior launching of the vessel) 3 shafts per ship				
04300	Shaft line sighting	1 Activity unit	29.10.2027		
	The Line item 04300 covers the following services				
0000000010	सेवा सं./Service Number :-	3 Number			
	संक्षिप्त वर्णन/Short Description :- Shaft line sighting				
	सेवा विवरण/Service Details :- Shaft line sighting 03 shafts per ship				
04400	Shipping in alignment and installation	1 Activity unit	29.10.2027		
	The Line item 04400 covers the following services				
0000000010	सेवा सं./Service Number :-	3 Number			
	संक्षिप्त वर्णन/Short Description :- Shipping in, alignment and installation				
	सेवा विवरण/Service Details :- Shipping in, alignment and installation of Water jet intake duct				
04500	Disassembly, alignment and installation	1 Activity unit	29.10.2027		
	The Line item 04500 covers the following services				
0000000010	सेवा सं./Service Number :-	3 Number			
	संक्षिप्त वर्णन/Short Description :- Disassembly, alignment and installation				
	सेवा विवरण/Service Details :- Disassembly, alignment and installation of impeller housing				
04600	Shipping-in, alignment and installation	1 Activity unit	29.10.2027		
	The Line item 04600 covers the following services				
0000000010	सेवा सं./Service Number :-	3 SET			

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क्र सं. SL.No.	सामग्री / सेवा विवरण Material / Service Details	मात्रा / इकाई Quantity / unit	आपूर्ति तिथि Delivery Date		
	संक्षिप्त वर्णन/Short Description :- Shipping-in, alignment and installation सेवा विवरण/Service Details :- Shipping-in, alignment and installation of waterjet unit along with drive shaft.				
04700	Shipping in and installation of intermed	1 Activity unit	29.10.2027		
	The Line item 04700 covers the following services				
0000000010	सेवा सं./Service Number :-	5 Number			
	संक्षिप्त वर्णन/Short Description :- Shipping in and installation of intermed सेवा विवरण/Service Details :- Shipping in and installation of intermediate shafts				
04800	Installation of support bearings,shaft	1 Activity unit	29.10.2027		
	The Line item 04800 covers the following services				
0000000010	सेवा सं./Service Number :-	3 SET			
	संक्षिप्त वर्णन/Short Description :- Installation of support bearings, shaft सेवा विवरण/Service Details :- Installation of support bearings, shaft seal, Bulkhead Seal and shaft Locking Devices				
04900	Installation of hydraulic power pack	1 Activity unit	29.10.2027		
	The Line item 04900 covers the following services				
0000000010	सेवा सं./Service Number :-	3 SET			
	संक्षिप्त वर्णन/Short Description :- Installation of hydraulic power pack सेवा विवरण/Service Details :- Installation of hydraulic power pack				
05000	Installation of lubrication power pack	1 Activity unit	29.10.2027		
	The Line item 05000 covers the following services				
0000000010	सेवा सं./Service Number :-	3 SET			
	संक्षिप्त वर्णन/Short Description :- Installation of lubrication power pack सेवा विवरण/Service Details :- Installation of lubrication power pack				
05100	Flushing of hydraulic system	1 Activity unit	29.10.2027		
	The Line item 05100 covers the following services				
0000000010	सेवा सं./Service Number :-	3 SET			
	संक्षिप्त वर्णन/Short Description :- Flushing of				

निविदा सं./ Tender No:- 8000001318		निविदा तिथि/ Tender Date:-		आरएफक्यू सं./RFQ No:- 2100001611	
क्र सं. SL.No.	सामग्री / सेवा विवरण Material / Service Details	मात्रा / इकाई Quantity / unit		आपूर्ति तिथि Delivery Date	
hydraulic system सेवा विवरण/Service Details :- Flushing of hydraulic system					
05200	Flushing of lubrication system The Line item 05200 covers the following services	1 Activity unit		29.10.2027	
0000000010	सेवा सं./Service Number :- संक्षिप्त वर्णन/Short Description :- Flushing of lubrication system सेवा विवरण/Service Details :- Flushing of lubrication system	3 SET			
05300	Shipping in, alignment and installation The Line item 05300 covers the following services	1 Activity unit		29.10.2027	
0000000010	सेवा सं./Service Number :- संक्षिप्त वर्णन/Short Description :- Shipping in, alignment and installation सेवा विवरण/Service Details :- Shipping in, alignment and installation of Main engine	3 SET			
05400	Shipping in, alignment and installation The Line item 05400 covers the following services	1 Activity unit		29.10.2027	
0000000010	सेवा सं./Service Number :- संक्षिप्त वर्णन/Short Description :- Shipping in, alignment and installation सेवा विवरण/Service Details :- Shipping in, alignment and installation of Gear box	3 SET			
05500	Shipping in, alignment and installation The Line item 05500 covers the following services	1 Activity unit		29.10.2027	
0000000010	सेवा सं./Service Number :- संक्षिप्त वर्णन/Short Description :- Shipping in, alignment and installation सेवा विवरण/Service Details :- Shipping in, alignment and installation of support bearing	5 SET			
05600	Opening and closing of Waterjet intake d The Line item 05600 covers the following services	1 Activity unit		29.10.2027	
0000000010	सेवा सं./Service Number :- संक्षिप्त वर्णन/Short Description :- Opening and closing	3 Number			

क्र सं. SL.No.	सामग्री / सेवा विवरण Material / Service Details	मात्रा / इकाई Quantity / unit	आपूर्ति तिथि Delivery Date
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	of Waterjet intake d सेवा विवरण/Service Details :- Opening and closing of Waterjet intake duct grid during dry-docking of vessel (in addition to fitment prior launching of the vessel) 3 shafts per ship		
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नियम और शर्तें : भाग ए मे लिखी हुई और इतर संलग्नपत्रे इस निविदा एक अभिन्न अंग हैं |हमें आशा हैं की,हमें प्रतियोगित्मिक और उचित प्रस्ताव इस निविदा के लिए प्राप्त होगा |
Terms & Conditions as indicated in Part A of this tender and other enclosures / annexures form an integral part of this tender document. We look forward to receive your most competitive and reasonable offer against this Tender.

माझगाँव डॉक शिपबिल्डर्स लिमिटेड के लिए /For Mazagon Dock Shipbuilders Ltd



MAZAGON DOCK SHIPBUILDERS LTD.
OUTSOURCING DEPARTMENT
दो बोली बोली ई-निविदा 8000001318

Two Bid Open web/NIC/Eproc-tender for Outsourcing installation of water jet propulsion system for 04 Nos of fast patrol vessels (FPVs).

Standard Tender Document



MAZAGON DOCK SHIPBUILDERS LIMITED

(Formerly known as Mazagon Dock Ltd)

CIN: U35100MH1934GOI002079

(A Government of India Undertaking)

Dockyard Road, Mazgaon, Mumbai 400 010. INDIA

Certified – ISO 9001:2008 for Shipbuilding Division

DIVISION: SHIP BUILDING

DEPARTMENT: OUTSOURCING

Tel. No.: +91(022) 2376 3351

E-mail: pspimple@mazdock.com

Website: www.mazagondock.in

MDL TENDER No.

: 8000001318

E-TENDER DATED

: 25/08/2025

E-TENDER CLOSING DATE & TIME

: 15/09/2025 at 14:30 Hrs.

E-TENDER OPENING DATE & TIME

: 15/09/2025 at 15:30 Hrs.



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Section I - Notice Inviting Tender (NIT)

1. Notice Inviting Tender (NIT): Mazagon Dock Shipbuilders Limited (MDL), Mumbai is India's leading Shipbuilding Company with ISO 9001:2015 accreditation. Mazagon Dock Shipbuilders Limited, invites offers in two bid system i.e. Part-I (Techno Commercial Bid) and Part-II (Price Bid) from Indian bidder through online bidding via **NIC portal** for Item / Services.
2. Mazagon Dock Shipbuilders Limited invites on-line competitive bids in TWO BID SYSTEM (Part-I Techno Commercial Bid and Part-II Price Bid), from reputed Bidder / Vendors, on our e-procurement portal www.eprocuremdl.nic.in, for the Work/Services as detailed in this tender document
3. **Salient Features of MDL's e-Procurement System for Participating in (this) e-Tender:**
 - a) **Submission of bids against e-Tenders:** The bidder is required to quote online on the e-Procurement website www.eprocuremdl.nic.in by the deadline, by submitting the Techno-commercial Bid & Price Bid in Electronic format only. The prices/quotes & a few declarations shall have to be entered/uploaded by the bidder online in the Tender's entry forms & other bid documents' scanned/soft copies shall have to be uploaded as part of the bid. All bids should be digitally signed using DSC (as explained below).
 - b) To be able to participate in e-Tender (s), bidder must register themselves on the ASP's website (*registration is free of cost*) & must possess a legally valid Class-IIB or above Digital Signature Certificate (DSC) as per IT Act-2000, using which they can sign their electronic bids. The DSC can be procured from any Certifying Authority (CA) authorized by Controller of Certifying Authorities (CCA) of Govt. of India.
 - c) [National Informatics Centre \(NIC\)](http://www.nic.nic) have been appointed by MDL as the Application Service Provider (ASP). For any further details of e tendering & digital signatures, please contact 0120- 4200462, 0120-4001002, 8826246593, eproc-support@gov.in.
 - d) Online User Manual is available on the website for the guidance of users & for participating in the e-Procurement/ e-Tendering, the bidder must ensure having the requisite (IT) infrastructure at their office premises.
 - e) Bidder 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. 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.
 - f) MDL will not be responsible for an error in downloading of tender documents from web by the bidder. The version appearing on MDL website will be considered final and authentic.
 - g) **Bidders are requested to get their technical queries, if any, clarified in advance (1 days in advance to tender closing date) to avoid last minute delay. For any technical clarification, bidders are requested to contact Shri Prithviraj Rathod**



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(Manager –Plg-Engg-CGP(TS()), Phone No is 2376-3392 email id:
pvrathod@mazdock.com.

4. The Tender Document.

- i. **Bidder must read the complete ‘Tender Document’.**
- ii. Bids must be uploaded till the deadline for submission of bids. Bidder 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. Request for clarification/extension, if at all to be made, shall be forwarded at least 3 working days in advance to the tender closing date / time (excluding tender closing date) with proper reasoning.

- 5. Submission of Bids:** No manual Bids shall be made available or accepted for submission (except for originals of scanned copies as per sub-clause above). Bidder must comply with the conditions of the NIC Procurement portal, including registration .etc. In the case of downloaded documents, Bidder must not make any changes to the contents of the documents while uploading, except for filling in the required information.

- 6. Disclaimers and Rights of MDL:** The issue of the Tender Document does not imply that MDL is bound to select bid, and it reserves the right without assigning any reason to
- (a) cancel the tender process; or
 - (b) abandon the procurement of the Goods/Services; or
 - (c) issue another tender for identical or similar Goods/Services.

Note: Please refer to appended SOW and the complete Tender Document for further details.

Tender Inviting Authority



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Standard Tender Document

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

Section I	Notice Inviting Tender (NIT)
Section II	Tender Enquiry Form (TEF)
Section III	General Conditions of Contract (GCC) for Goods and Services
Annexure – A	SOW ref no nil DT 20.08.2025
Annexure – B	Blank rate sheet indicating quoted/not quoted against each line item, tax percentage, type of taxes
Annexure – C	Declaration of Local Content, preference for MSE Order 2012 / PPP Order 2017 for purchase preference.
Annexure – C-1	Actual Local Content Certificate
Annexure – D	bidder' experience of completion of similar works
Annexure – E	Ernest Money Deposit (EMD) or equivalent certificate
Annexure – F	Integrity Pact Format
Annexure – G	Non-disclosure Agreement Format
Annexure – H	Acceptance of Standard bidding document/ tender Enquiry Form(SBD/TEF).
Annexure – I	General Condition of Contract (GCC).
Annexure – J	GST terms & conditions
Annexure – K	RTGS/ NEFT - Mandate Authorization Form
Annexure – L	Compliance Certificate w.r.t. Land Border Clause
Annexure – M	Performance Security Bank Guarantee Format
Annexure – N	Proforma of unconditional and irrevocable insurance surety bond for Performance Security
Annexure – O	Proforma of unconditional and irrevocable insurance surety bond for Free Issue Material and Proforma Bank Guarantee Format for Free issue Material (Not applicable)
Annexure – P	Official Secret Act 1923 (ILLUSTRATIVE FORMAT)
Annexure – Q	DECLARATION BY BIDDER REGARDING CONFLICT OF INTEREST AMONG BIDDERS
Annexure – R	Site visit Certificate
Annexure – S	Illustrative Loading criteria format

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



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Section II - Tender Enquiry Form (TEF)

1. Description & Scope of Supply / Work:

Outsourcing installation of water jet propulsion system for 04 Nos of fast patrol vessels (FPVs).

Bidder is requested to refer SOW ref no nil dated 20.08.2025 attached at Annexure-A along with this tender document.

2. Pre-Qualification Criteria:

Technical Qualification/Work Experience Criteria for Service:

" The firm shall have carried out alignment and installation of WATERJET PROPULSION SYSTEM of capacity 2MW or higher"

OR

"Shaft Line Alignment and Installation of capacity 3MW or higher in any sea going vessel."

Sub-contractor shall submit purchase orders along with their work completion certificate, duly signed by the PO issuing authority as documentary evidence for technically qualification.

Note:-

- a. Above mentioned Pre-Qualification criteria, will be considered for bidder qualification
- b. Bidder is advised to visit the job locations before submitting their offer to get to know the location for deploying suitable personnel for these works & understanding the scope of work; (Annexure – R)
- c. Document certifying the visit needs to be uploaded in bid documents, to avoid any tender technical deviation after submission of bid

i. Technical Pre-Qualification Criteria:

Bidder's experience of having executed/completed similar services during last 7 years till the original tender closing date should be either of the following:

- a) Three similar completed works each costing not less than **Rs. 140 lakhs.**

OR

- b) Two similar completed works each costing not less than **Rs. 175 lakhs.**

OR

- c) One similar completed work costing not less than **Rs. 280 Lakhs.**

OR

- d) Cumulative similar works/jobs completed within a span of 12 months totaling to **Rs. 87.50 Lakhs**

Note 1: Work Order copies and Work Completion Certificates in support of clause 2(i) should be uploaded. Work Completion Certificates should indicate the work order numbers, issued by the party for whom the work is done. MDL has the right to verify/ cross verification of authenticity of the said documents whenever felt necessary.



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Note 2:- The bidders need to scan and upload documentary evidence in support of the Qualification Criteria indicated at SBD clause 2(i) above; viz Work order/s meeting above order value criteria for similar work along with work completion certificate, issued by the party for whom the work is done. The Work Order/s not supported by Work Done Certificate/s will not be considered for qualification criteria.

Note 3 : The value of similar completed services in a contract will be considered for PQC even if the contract is not fully completed.

Note 4 : The date of Order/Contract can be older but completion period shall be within last 07 years ending till the original tender closing date.

Note 5 : The Work Completion Certificate shall contain following details:

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

Note 6:- It is clarified that the work executed by the contractors for their in-house or capital use need not be considered for the purpose of bidders' experience of completion of similar works. The bidder is required to submit information in the form of the table for the orders, which qualify them as per the above criteria, as the information in the tabular form, at **Annexure- D**.

ii. **Commercial Qualification Criteria:**

- a) The average annual financial turnover of 'The bidder' during the last three years, ending 31st March 2024 (i.e. for FYs 2021-22, & 2022-23, 2023-24,) should be at **INR [52.50 Lakhs]** as per the annual report (audited balance sheet as applicable and profit and loss account) of the relevant period, duly authenticated by a Chartered Accountant/Cost Accountant in India or equivalent in relevant countries.
- b) Bidders Shop and establishment registration certificate or registration certificate from registrar of firms or certificate of incorporation from Registrar of Companies (Not required for permanent registered vendors with MDL)

Note:

aa) Joint Ventures and Holding Companies: Credentials of the partners of Joint ventures cannot be clubbed for the purpose of compliance of PQC in supply of Goods/Equipment, and each partner must comply with all the PQC criteria independently.

However, for the purpose of qualifying the Financial Standing Criteria, the Financial Standing credentials of a Holding Company can be clubbed with only one of the fully owned subsidiary bidding company, with appropriate legal documents proving such ownership.

bb) The condition of prior turnover and prior experience is relaxed only to all Start-ups recognized by Department for Promotion of Industry and Internal



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Trade (DPIIT) subject to meeting of quality & technical specifications. Start-ups may be MSE or otherwise.

MSEs & Start-ups shall be given relaxation of 25% in prior turnover. However, for procurement of items related to public safety, health, critical security operation and equipment etc. vendor shall meet prior experience criteria

3. Earnest Money Deposit (EMD) / Bid Security:

- 3.1 EMD applicable for this tender is **Rs.7,00,000/- (Rupees Seven Lakhs only)**
- 3.2 EMD in the form of NEFT/ Demand Draft/ Pay Order/ Bank Guarantee/**Insurance Security Bond** (ISB) / e-Bank Guarantee drawn in favor of MAZAGON DOCK SHIPBUILDERS LIMITED or bid bond / SWIFT Message of equivalent foreign currency ~~for foreign bidders~~ shall be forwarded to HOD (Commercial) in sealed envelope super scribing Tender Enquiry No. and Due date, so as to reach us within 7 MDL working days from the tender closing date. The scanned image of DD/ Pay Order/ BG/ Bid bond/ SWIFT Message shall be uploaded at Part-I tender stage. The bid bond/ ISB/Bank Guarantee should be valid for the offer validity period indicated in the tender. Either of these instruments should be drawn on as per the list of banks approved by SBI/ Canara bank published on MDL website, payable at Mumbai. Crossed DD/ Pay Order issued by Cooperative banks however will be accepted subject to realization. Authorized Indian agent of the overseas bidders can submit EMD in the form of NEFT / DD/ Pay Order in Indian Rupees. Similarly authorized Indian agent of the overseas bidders can submit BG on behalf of foreign bank as per list of banks approved by SBI / Canara bank as bank of international repute published on MDL website. Bidders to advise their bank/ banker to send EMD directly to commercial department or through SWIFT to dispense with additional step of verification of authenticity of signatories. In case of EMD transmitted through SWIFT, it shall be the responsibility of the bidder that he directs the receiving banker to forward the message duly authenticated to the concerned commercial officer mentioned in the tender. **Bids without EMD/ISB, other than those who are exempt from payment of EMD will not be considered.** EMD of unsuccessful bidders will be returned after finalization of the tender and shall be interest free. No change/modification in the text of the prescribed format of the BG/ISB is permissible.
- 3.3 Bidders should mention EMD details on NIC portal and also upload the scanned image of document pertaining to EMD remittance / scanned image of EMD-BG/ EMD-DD/ EMD-Pay Order/ISB, in Part-I Techno- Commercial e-bid.
- 3.4 In case of BG/ DD/ Pay Order, Details to be entered: BG/ DD/ Pay Order No., date, Value, issuing Banks' name, address, Tel. no., Fax no. & E-mail ID, BG validity expiry date; etc.
- 3.5 In case of online remittance of EMD amount, scanned image of **Annexure-E**, duly filled, shall be uploaded in Part-I Techno-commercial e-bid. Further, the bidder should specifically mention the details of company name as well as nature of remittance, tender number/order number etc. in the text/narration fields of Bank's NEFT remittance in order to identify the same.
- 3.6 EMD though payment gateway on MDL website – Kindly refer steps given at **Annexure-E.**
- 3.7 **Bids without EMD will not be considered.** EMD of unsuccessful bidders will be returned after finalization of the tender and shall be interest free.



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3.8 Following bidders shall be exempted from submission of EMD:-

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

Important Note:

This tender is floated for following MDL's Service Group: - 1402104 (Machining Job (major Work Viz Propeller shafts, rudders etc.).

Firms who are permanently registered under this group in MDL, only for them EMD is exempted. Other vendors that are permanently registered under different group in MDL have to submit EMD as stipulated in tender.)

Offer received without EMD who are not registered in above said product/ Service group will be rejected.

- 3.8.3 Firms registered with NSIC under its "Single Point Registration Scheme". (Exemption will apply only to items / service indicated under description of work / supplies / services for which bidders are registered with NSIC). To qualify for EMD exemption, firms should necessarily upload VALID copy of the registration certificate issued by NSIC in Part-I offer / bid. Firms in the process of obtaining NSIC registration will not be considered for EMD exemption.
- 3.8.4 Firms registered with Micro and Small Enterprises (MSEs) who are holding valid Udyam Registration and **are manufacturer of the offered Product or Service** (Primary Product / Service) and give specific confirmation to this effect at the time of bid submission and claim EMD exemption and whose credentials are validated online through Udyam Registration website of Ministry of MSME. To qualify for EMD exemption, firms should necessarily upload VALID copy of the UDYAM registration certificate from the competent authority regarding their Micro/ Small Industry status in Part-I offer/bid".
- 3.8.5 Common/Deemed DPSU registered vendors qualify for EMD exemption. Such firms shall upload valid copy of the registration certificate issued by DPSUs (other than MDL) for the items / services for which the offer is being submitted in Part-I offer/bid. Firms in process of obtaining registration in other DPSUs will not be considered for EMD exemption.
- 3.8.6 Green Channel Status vendors qualify for EMD exemption. Such firms shall upload valid copy of the Green channel certificate issued by MoD for the items for which the offer is being submitted in Part-I offer/bid. Firms in process of obtaining this certificate will not be considered for EMD exemption
- 3.8.7 Bidders who are exempted as per tender. To qualify for EMD exemption, firms should necessarily upload VALID copy of the proof for the same in Part-I offer/bid".
- 3.8.8 Start-ups as recognized by Department of Industrial Policy and Promotion (DIPP).

3.9 The original BG/ DD/ Pay Order must be submitted to the Head of Department (HOD), Outsourcing Department, Sixth Floor, **North Block 02 (Earlier New Service Block)**,



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North Yard, Mazagon Dock Shipbuilders Ltd., Dockyard Road, Mazagaon, Mumbai-400010 without fail within **seven (7) MDL working days** from the Tender closing date, in an envelope super-scribing the Tender no., Tender date, Tender closing date, Purchase Officer's name & brief description of the services / work tendered. If the original BG is not received by the Purchase Officer at MDL within this duration, the Bid would be considered invalid & rejected accordingly.

- 3.10 EMD of the disqualified/Techno-commercially rejected bidder (s) will be refunded within fifteen (15) days from the date of receipt of approval for opening of price bids of the Techno-commercially qualified offers. EMD of other unsuccessful bidder (s) will be refunded after placement of the Order on the successful bidder. EMD of successful bidders may be converted into security deposit or refunded on receipt of security deposit BG. The returned / refunded EMD would be interest free.

4. Validity Period of Offer:

- (a) Bid / Offer shall have the validity period of **120 days** from the tender closing date.
(b) 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 upto the next working day.
(c) In exceptional circumstances, before the expiry of the original time limit, MDL may request the bidder to extend the validity period for a specified additional period. The request and the bidder's 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.

5. (A) CONTRACT VALIDITY, WORK SCHEDULE, & MOBILISATION:

(a) Contract validity/ Work Schedule:

- i) Work schedule will be provided by Planning Department not below rank of CM as per priority of vessel/project. The period of work completion shall be indicated in work release note and it shall be within PO time period.
vi) Please refer relevant clause of SOW ref no nil dated 20.08.2025 attached at [Annexure-A](#).

(b) Work schedule:

Schedule of work will be jointly prepared by MDL executive / with contractor(s) for overall contract period after placement of order. The contractor(s) has to undertake the work as per schedule mentioned therein. Work will be released to the contractor(s) periodically by means of written schedule jointly prepared within overall contract period between contractor(s) and MDL executive. The job as ordered should be completed on dates mutually agreed upon in accordance with in the delivery schedule.

Priority of work will be indicated by MDL & date of completion will be mentioned on the same for a quantum of work, date of completion will be decided on a mutually agreeable basis. When a particular job is over, WDC is to be obtained from MDL. WDC along with the monthly running bills is to be submitted as stipulated in P.O for making the payment. The firm has to submit invoice along with cumulative statement of work completed and payment made.

Tentative start and end date:

Yard	Start Date	End Date	Duration(Months)
Yard 16501-16504	01 Nov 2025	01 Nov 2027	24



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This delivery schedule shall be strictly followed for execution and will be the criteria for applicability of LD.

(c) **Mobilization:**

Sub-contractor to mobilize manpower along with material (required if any) /equipment within 10 days, post receipt of work order of MDL.

Contractor(s) shall complete mobilization of his workforce, tools, and equipment from receipt intimation (verbal/written) from MDL. In mobilization period contractor(s) should arrange entry passes for his employees, tools and equipment, if required. No mobilization advance will be paid by MDL.

6. **Pre-Bid Conference:** Not applicable for this tender.

7. **(A) Submission of Offer in Two Bid System:** Offer must be submitted in two parts as follows:

a) **Part I (Techno Commercial Bid):** The bidder shall ensure that following documents are **essentially submitted in** the Part-I bid as applicable:

Sr No	Essential document	Annexure if applicable
1	Technical & Commercial offer.	-
2	Blank rate sheet indicating quoted/not quoted against each line item, tax percentage, type of taxes.	Annexure B
3	Declaration of Local Content, preference for MSE Order 2012 / PPP Order 2017 for purchase preference.	Annexure C
4	Information of Past Order.	Annexure D
5	Ernest Money Deposit (EMD) or equivalent certificate.	Annexure E
6	Scanned copy of Integrity Pact (IP) Signed (On each page).	Annexure F
7	Acceptance of Standard bidding document/ tender Enquiry Form(SBD/TEF).	Annexure H
8	General Condition of Contract (GCC).	Annexure I
9	GST terms & conditions	Annexure J
10	Bidder contact details/ Bank details for payment by RTGS/NEFT in the format enclosed.	Annexure K
10	Compliance Certificate w.r.t. Land Border Clause.	Annexure L
11	Official Secret Act 1923 (ILLUSTRATIVE FORMAT)	Annexure P
12	DECLARATION BY BIDDER REGARDING CONFLICT OF INTEREST AMONG BIDDERS	Annexure Q
13	Site Visit Certificate.	Annexure R
14	Pre-qualification documents (Purchase order, WDC etc.)	-
15	Valid MSME Udyam Certificate, MDL Registration Certificate (As applicable).	-
16	Additional documents as applicable to this tender.	-

Note: In any case, prices are not to be mentioned in Part-I bid.

b) **Part-II (Price Bid):** This should contain only the PRICES for each of the listed items strictly in the prescribed format provided online in NIC BOQ.

Note:

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



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- ii) Prices for the tendered services/ Items and applicable Taxes and duties are to be quoted by entering the same online. Timely submission of the e-bids is responsibility of the bidder and no reasons / excuses in this regard will be entertained.
- iii) 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 MDL e-procurement website with their Digital Signature Certificate (DSC).
- iv) Opening of Price e-Bid (Part-II): After completion of Techno-commercial scrutiny, intimation for price e-bid opening will be communicated. Bidder to note that such intimation may be given at a short notice by Fax, E-mail or even by telephone. Techno-commercially qualified bidder can also witness opening of price bids online from their locations by logging on MDL e-procurement website by using their Digital Signature Certificate (DSC).
- (v) If, in the price structure quoted for the required service/goods, there is discrepancy between the unit price and total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly;
- (vi) If there is an error in a total corresponding to the addition or subtraction of sub-totals, the sub-totals shall prevail and the total shall be corrected; and
- (vii) If there is a discrepancy between words and figures, the amount in words shall prevail.
- c) **Bid Modification:** Modification in bids, if any, is to be made by bidder prior to the tender closing date & time.

8. Bid Rejection Criteria:

- (a) **Categorical rejection criteria:** The following conditions / deviations are non-negotiable and therefore any bid falling under these conditions / deviations shall be summarily rejected. Bidder to note that they shall not be provided any opportunity to rectify these conditions / deviations post Part-I bid opening:
 - (i) Bids received after tender closing date and time.
 - (ii) Bids/Offer received other than e- Portal.
 - (iii) Bidder(s) who is/are debarred under PPP MII order 2017, GeM, CPP including tender holiday issued by MDL.
 - (iv) Bids received without EMD (other than those who are exempted from payment of EMD), as specified in the tender.
- (b) **Liable rejection criteria:** Non-compliance/non-acceptance to any of the terms and conditions of the tender other than mentioned at tender clause **8(a)** shall render the bid liable for rejection;

IMPORTANT NOTE:

- i. **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**



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carried out and bidders will be qualified based on the documents received along with their offer.”

- ii. **Bidders are required to submit such documents /clarifications within the duration / date stipulated by MDL failing which their bids will be rejected.**
- iii. **MDL reserves the right to seek clarification / deficient documents from all the bidders quoted against the tender If number of the techno-commercially qualified bids are less than 06.**

9. Performance Security cum Security Deposit (PS) or Insurance Surety Bond (ISB):

- (a) Performance Security for an amount equal to 5% of the order value (excluding taxes, duties) payable in Indian Rupees or **Insurance Surety Bond (ISB)** shall be submitted within 25 days of the award of contract and 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.
- (b) Performance security may be furnished in the form of NEFT / Demand Draft / Pay order / Bank Guarantee / Insurance Surety Bond / e-Bank Guarantee in favour of Mazagon Dock Shipbuilders Limited, Mumbai from the list of Banks approved by SBI / Canara Bank published on MDL website.
- (c) PS can also be remitted online through MDL website: <https://www.mazagondock.in/OnlinePayment.aspx>.

Or

one can find Online payment tab on MDL website home page as under:

- Go to www.mazagondock.in
 - Click on Online payment tab available on home page.
 - 4 option viz. Career, Tender, Security, Scrap/ Disposal will be available.
 - Click on the Tender tab and make the payment online using Debit cards, Credit Cards, Net banking, BHIM/ UPI etc. after filling the required details
- (d) 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. The duly filled & signed copy of annexure is to be submitted to respective dealing commercial executives.
 - (e) In cases where the supplier / contractor does not submit the PS/ISB but commences supply / services, interest will be recovered for the delayed period of submission of PS at the rate of SBI BPLR plus 2%. Additionally, **Performance Security cum Security Deposit (PS) or Insurance Surety Bond (ISB)** amount could be withheld from the payable Invoice (s) of the Contractor, if any
 - (f) The performance security/ISB will be forfeited and credited to MDL's account in the event of a breach of contract by the contractor. It will be refunded to the contractor without interest, after he duly performs and completes the contract in all respects but not later than 60(sixty) days of completion of all such obligations including the warranty under the contract.
 - (g) No exemption can be granted to any unit including MSME, SSI units and MDL Registered Supplier.
 - (h) In case of failure to submit performance security deposit by the supplier within 25 days of transmission / notification of order by any mode, the EMD will be forfeited (if available) and MDL reserves the right to cancel the order and invoke the risk purchase clause.
 - (i) 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 SD till such extended period. In case of failure to comply with such extension of the



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Bank Guarantee for SD by the Contractor, the Bank Guarantee is liable for encashment by MDL.

10. **Warranty/Guarantee:** 12 months from the date of completion of work (Please refer SOW for additional details)
11. **Pricing:**
- i) The bidder shall quote the prices as per the **BOQ format for the quantity mentioned in Annexure B.**
 - ii) Bidder would have to quote for all the services tendered & listed in the Rate Sheet format of NIC. 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.
 - iii) Contract Price shall remain firm and fixed during the currency of order/contract execution.
 - iv) 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.
 - v) 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.
 - vi) 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.
 - vii) The payment shall be based on actual work completed in line with tender terms and conditions
12. **Tie Breaker:** -When multiple bidders quote same price for particular item(s)/services under such situation, following action in given sequence shall be done:
- (a) In case of divisible, 50-50 qty to be given to each.
 - (b) In case of non-divisible, supplementary bid to be obtained.
 - (c) In case of both divisible and non-divisible, lottery option to be exercised after above options are not conclusive
13. **Taxes & Duties:** Following details are to be submitted by the bidder:
- 1. GST No.:
 - 2. Type of dealer (composition/ Normal):
 - 3. SAC/HSN NO.:
 - 4. % of GST:
- (a) Bidder should confirm acceptance of Standard Terms & Conditions of GST enclosed with this tender as per [Annexure -J](#). Bidder must clearly mention the applicable Taxes & Duties in the rate sheet enclosed in the tender. The item-wise rates (i.e. Basic + Packing, Forwarding, Freight & Insurance) quoted in the Rate sheet should exclude Taxes, Cess & 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.



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- (b) 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.
- (c) Income tax applicable on cost of services rendered in India in relation to the contract, shall be payable by bidders.
- (d) **Goods and Services Tax (GST):**
 - (i) The prevailing rate of GST is to be indicated in your blank rate sheet in Part-I.
 - (ii) For MDL's GST number, please visit our website. MDL's GST Number is **27AAACM8029J1ZA**.
 - (iii) Bidder shall mention MDL GSTIN while invoicing and avoid any data entry error on GST portal.
 - (iv) Bidders shall mandatorily mention their GST number in their offer.
 - (v) Bidders shall mention the HSN (Harmonized System of Nomenclature) code for the quoted items and services in their offer. These codes must be in accordance with GST law and responsibility of specifying correct HSN codes for goods &/or services is that on the bidder. MDL shall not be responsible for any error in HSN no. specified by vendor. However, if any penalty is levied on MDL or any loss of ITC to MDL occurs or any delay in availing ITC by MDL occurs due to such error, vendor shall reimburse such loss after intimation by MDL or the amount shall be recovered from the SD or any outstanding payments to the vendor.
 - (vi) Bidder must mention HSN numbers in invoices as reflected in the order. These codes must be in accordance with GST law.
 - (vii) If bidder is registered under GST, bidder should note that successful bidder shall ensure timely submission of invoice and file all applicable returns under GST Law in the stipulated time & any losses of ITC to MDL arising due to delay in submission of invoice or delay in filing will be recovered from their invoice wherever MDL is eligible to avail tax credit. Any default towards payments 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.
 - (viii) Original invoice to be submitted to Bill Receipt Centre at MDL gate and a copy of the invoice to be submitted to the respective stores.
 - (ix) If the GST rating of supplier / contractor on GST portal/ Govt. website is found to be negative/ blacklisted, the MDL reserves the right to reject the offer of such bidders. Similarly, on post placement of the contract/order, MDL shall reimburse GST to the vendor only after he makes the payment of GST and fulfils all requirements as per GST law for successful GST along with penalties/interest, if any, incurred by MDL.
 - (x) 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 invoices or expiry of timelines prescribed in GST Laws for availing ITC, nonpayment of taxes or non-filing of returns or any other reason not attributable to MDL, such amount shall be recoverable from supplier / contractor along with interest and penalty as levied on MDL under GST Law for the number of days the ITC was delayed. This amount shall be recovered from the SD or any outstanding payments. 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 as a result of default.



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- (e) If bidder is registered under GST, Suppliers shall be responsible for the financial and non-financial consequences in case of non-compliance of GST provisions/requirements/timelines on their part

14. Payment Terms:

- 14.1 Advance payment is not applicable for this tender.
- 14.2 95% payment against each invoice will be made through RTGS/NEFT within 15 days from the date of receipt of invoice in MDL and balance 5% shall be retained towards guarantee requirement as mentioned. Alternatively, vendor may submit Performance Security Bank Guarantee(PSBG)/ ISB for 5% value of invoice/ Insurance surety Bond (ISB) as mentioned in clause no 14 of tender document, valid till guarantee period plus one month towards guarantee requirement and in that case the 5% retained amount shall be returned.
Please refer clause no 9 i.e. **Performance Security cum Security Deposit (PS) or Insurance Surety Bond (ISB)**
- 14.3 The invoice shall be preferably submitted within four weeks of certification of Work Completion Certificate 'WCC'
- 14.4 Payment of the balance of the value of the supplies/services may be payable and as reduced by any deductibles and / or the amount leviable towards liquidated damages, if any.
- 14.5 No advance will be paid in any manner against the contract
- 14.6 Payment will be made on monthly basis on the completed jobs through NEFT/RTGS within 15 days on submission of ink signed tax invoice in triplicate along with work completion certificate (SAP Service Entry Sheet copy) duly signed by Chief Manager or officer of above level of User department)
- 14.7 The vendors, whose aggregate turnover in any preceding financial year from FY 2017-18 onwards, exceeds INR 5crore as per GST Act or as applicable from time to time, will have to issue an e-Invoice with a Quick Response (QR) code and Invoice Registration No.(IRN). It is important to note that MDL will not be entitled for Input Tax Credit (ITC)/GST on a vendor Invoice which is not compliant with the above e-Invoice notification.

15. Payment Mode & Documents:

- 15.1 Set of Original + 2 Copies of signed Tax Invoice to be submitted to Receipts Sections along with Work completion certificate (i. e. Service Entry through SAP system) certified by CM or above rank officer of MDL user department.
- 15.2 The bills should be preferably submitted within four weeks of certification of Work Done Certificate 'WDC' to Receipts Sections adjacent to ARS punching station of South Yard along with Service entry through SAP system from user department.
- 15.3 Alternate MSME vendor payment through TReDS:
- 15.3.1 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.
- 15.3.2 MDL is registered on the "Invoice mart" TReDS platform and M1xchange of M/s Mynd Solutions Pvt Ltd and RXIL to facilitate payments to MSMEs through TReDS.
- 15.3.3 MSME bidder desirous to receive payments through TReDS platform may avail the facility if they are already registered on



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- 15.3.4 "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.
- 15.3.5 "M1xchange" TReDS platform or by registering on it.
- 15.3.6 Contact details at "M1xchange" TReDS platform are as below:
+91 9920455374 Ms Ashwathi Jayandran. email id
ashwathi.jayandran@m1xchange.com
+91 8839915724 Ms. Prinyaka Shah.
email id prinyaka.shah@m1xchange.com
- 15.3.7 From 1st August 2023, with the revised MSME definition which is based on turnover **no e-Invoice or self-declaration will be required from Micro vendors who have Udyam Registration No, (URN) as their turnover is less than 5 Crs.** Small vendors **who have Udyam Registration No, have to provide the self-declaration that their turnover is less than 5 Crs or they have to provide the e-invoice in case their turnover exceeds 5 Crs.**
- 15.3.8 Wherever GST is applicable as per para 16.6.7, 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 August 2023- Turnover limit reduced to Rs. 5 Crs. from Rs. 10 Crs.)
- 15.3.9 Kindly note that submission of the above documents with the invoice is essential for effecting (timely) payment to the Subcontractor.
- 15.3.10 The supporting documents mentioned in Para 14 & 15 above needs to be uploaded during generation of CRAC on GEM. If it was noticed that invoice/s uploaded on GeM or submitted in MDL is/are having discrepancies, the same will be summarily rejected and will not be process further towards payment.
- 15.3.11 No advance in any manner will be paid against this contract.

Note: Contractors are requested to raise invoices yard-wise in consultation with WCC issuing authority.

16. **Exchange Rate Variation (ERV):** Not applicable to this tender.

17. **Work Done Certificate (WDC) / Completion Certificate (WCC):**

- (a) After clearance of Stage Inspection & Final Inspection from ICGS / CLASS (ABS and IRS) / OEM, Contractor has to submit the WDC to MDL for signature (CM & above).
- (b) Note: In case of delays, the duration along with numbers of delayed days shall be specified in respective WDCs to invoke LD clause and effect recoveries from sub contact's invoice.
- a. Preparation of Work done statement/certificate (WDC) will be contractor's responsibility. Necessary service entry shall be made in SAP by WDC certifying authority (an executive in the rank of Chief Manager or above) based on submitted WDC and will be submitted to the contractor for further invoicing.
- b. The WDC shall bear relevant Service Entry Sheet No., PO No., respective item Sr. No, and sub service line item of the PO.
- c. The WDC shall be submitted along with copy of inspection reports.



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- d. The WDC shall include cumulative statement of jobs carried out till last WDC. The WDC shall clearly mention the scheduled dates for start and EDC /delivery of the jobs (as given to the contractor by MDL) and the actual dates of start and completion.
- e. The contractor has to follow the schedule given strictly in order to maintain the overall progress of Ship. LD shall be applicable in case of delays non-attributable to any convincing reasons.
- f. In case of delays, the duration along with numbers of delayed days shall be specified in respective WDCs to invoke LD Clause and effect recoveries from contractor's invoice.
- g. WCC shall be on the basis of actual work carried out and accepted by MDL.
- h. WCC and invoices shall be forwarded for payment based on work completed as per release note. Partial completion shall not be accepted.
Refer relevant clause in SOW.

18. **Loading Criteria:** Deviations sought by the bidder in respect of Payment terms, delivery period, Liquidated Damages (L.D.) shall be loaded on the bidder/s quoted prices during price evaluation by MDL. Among the equal bids, bidders with ISO 9000 series accreditation, over Non-ISO bidders, will be given preference. The loading criteria that will be adopted are detailed below & also as per **Annexure-S**.

18.1. It is desirable that the bidder accepts the Payment Terms indicated in clause 15 above. Varied payment terms quoted by bidders as compared to the terms stated in the Tender document shall be normalized by applying S.B.I. Prime Lending Rate (prevailing at the time of opening of Price bid) plus 2% p.a. rate of interest for the period at variation. (For Indigenous bidder)

18.2. For the additional time period sought by the bidder over the stipulated date of delivery as per Tender, 0.50% per completed week will be loaded to the quoted price.

18.3. Deviations sought in respect of Liquidated Damages (L D) Deviations sought in respect of rate per week and / or maximum ceiling in respect of liquidated damages shall be loaded to the quoted price. For e.g. The maximum ceiling towards liquidated damages speculated in the tender is 5% and the bidder seeks to limit it to, say 3.5% then the price quoted will be loaded by 1.5%. If the rate of L.D per week is 0.5% per week or part thereof as per tender and the bidder seeks it as, say, 0.4% per week or part thereof, the maximum ceiling on L D as per tender will first be equated to weeks (10 weeks in this case) and the rate proposed by the bidder i.e. 0.4% will be multiplied by the so equated maximum period (which works out to 4%) and the quoted price will be loaded accordingly by 1%. Delivery being the essence of the contract, it is desirable if the bidder/s adhere to the stipulated clause.

Deviations in respect of the period of Guarantee shall be loaded to the quoted price @ 0.25% per month or part thereof. This does not arise if the bidder quotes additional price for the differential period.

19. **Ranking of Bids:** Tender line items are **inseparable and non-divisible** in nature.

- (c) Techno-Commercially Qualified Overall Lowest Bidder will be considered for the placement of order for the entire tender quantity. Bidders have to quote their price, applicable taxes (viz. GST%, CESS etc.) as per rate sheet available.
- (d) Bidder not quoting for all the services tendered & listed in the Rate Sheet are liable for rejection
- (e) Ranking of bids shall be done by considering following factors:
 - i. The comparison of the responsive tenders shall be on total outgo from the MDL's account, for the procurement to be paid to the supplier or any third party, including all elements of costs duties, levies, freight insurance etc. excluding GST (where ITC is available)..



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- ii. The applicable loading towards deviations shall be loaded for ranking purpose
- (f) Discount given, if any, by the bidders, after the last date for submission of the bids but before opening of the price bids, will not be considered for determining the ranking of bids but will be considered after the said bidder is adjudged as L1.
- (g) On-line ranking visible to the bidders after opening Part-II price bid is without loading parameters. However, the L1 bidder will be evaluated offline by applying all applicable loading parameters as per tender and clarifications during techno-commercial scrutiny / TNC meeting.
- (h) Loading/Ranking will be done on original submitted bid at the time of closing of tender. However, in case MDL invites supplementary price bid from technically qualified bidders, then same will also be considered while ranking of bids

20. Parallel Order:

- a. Not applicable.
- b. MDL also reserves the right to consider cancellation of the Tender/Order without assigning any reasons whatsoever.
- 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 capabilities, etc. MDL's decision in this regard will be final and binding on the bidders.
- d. MDL reserves the right to consider placement of Order in part or in full against the tendered quantity and also to accept / reject any or all Offers in part / full without assigning any reasons whatsoever. In case of any dispute, MDL's decision in this matter shall be final and legally binding on the bidder. MDL also reserves the right to consider cancellation of the Tender without assigning any reasons whatsoever.

- 21. Price Negotiation:** Usually, there shall be no price negotiations. However, MDL reserves its right to negotiate with the lowest acceptable bidder (L-1), who is techno-commercially suitable and on whom the contract would have been placed but for the decision to negotiate.

22. Integrity Pact (IP):

- 22.1 The pact essentially envisages the agreement between prospective vendors/bidders and buyers committing the persons / officials of both the parties not to exercise any corrupt influence on any aspect of the contract. Only those vendors/bidders who enter into such an integrity pact with the buyer would be competent to participate in the bid. Therefore, non-acceptance of Integrity Pact by the vendors/bidders shall be the criteria for categorical rejection. The format of Integrity Pact is placed at **Annexure-F** and the same is to be strictly adhered to.
- 22.2 Please note that the Bidders not agreeing to accept Integrity Pact or submitting integrity pact with deviation in MDL format is categorical rejection of the offer.
- 22.3 Each page of Integrity pact shall be duly signed by the bidder. In case of non - submission of Integrity pact by the bidders, duly signed on each page, with Part-I of the bid, shall render the Bid liable for rejection A scanned copy of the Integrity Pact duly signed by bidder, strictly as per the format given at **Annexure-F** is to be uploaded along with the Part-I offer. The original of the Integrity pact is to be submitted to MDL within 7 days of the tender closing date.
- 22.4 In case of successful bidder, a clause will be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the Principal/Buyer to forfeit the same without assigning any reason for imposing sanction for violation of the Integrity Pact. MDL shall not be bound by any printed conditions or provisions in the sellers bid forms or acknowledgement of



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contract, invoices, packing list and any other documents which impose any conditions at variance with the tender terms/final negotiated & accepted terms

- 22.5 The nominated Independent External Monitor (IEM) will have power to access the entire project document and examine any complaints received by him.

(i) Mr. M N Krishnamurthy, IPS (Retd), email id-krishnamurthymn19@gmail.com

(ii) Mr. Deepak Kashyap, IRTS (Retd) email deepakkashyapnd02@ygmil.com

For updated list of IEMs, Kindly visit MDL website www.mazagondock.in

23. **Option clause:** MDL retains the right to increase/decrease the ordered quantity by up to 50 % at any time, till final delivery date (or the extended delivery date of the contract), by giving reasonable notice even though the quantity ordered initially has been supplied in full before the last date of the delivery period (or the extended delivery period)
24. **Book Examination Clause:** In case it is found to the satisfaction of MDL that the Supplier has engaged an Agent or paid commission or influenced any person to obtain the contract as described in clauses relating to Agents/Agency Commission and penalty for use of undue influence, the supplier, on a specific request of MDL shall provide necessary information/inspection of the relevant financial documents/information.
25. **Progress Monitoring & Review Mechanism:** The required dates are indicated in tender. On placement of order a kick off meeting is to be held in MDL to chalk out the sequence and priority of the activities and the deliverables in line with the prevailing construction status of the ship. In this meeting, a progress monitoring team shall be constituted comprising vendor's representative engineer, MDL's executives (one each from Planning, Design and Ship Manager). This team shall carry out periodic reviews (initially quarterly followed by monthly reviews) to decide and chalk out the detailed sequence and priority of the completion of work and deliverables. The vendor would have to adhere to the recommendations and decisions of the said team while executing the work.
26. **Hindrance Register:** All hindrances with date of occurrences and removal shall be noted in the Hindrance Register. The Hindrance Register shall document reasons for the delay vis-à-vis the mutually agreed schedule. All hindrances such as delay in MDL Inputs (Drawings/Material/Documents/Services/ Inspection call), delay by TPI/Inspection Agency/Customer(Navy), delay on account of specialist services, non-performance by the contractor, delinquency by the vendor, force majeure or any other relevant reason shall be recorded. The Hindrance Register shall be signed by the reps. of both MDL as well as Contractor. Executive in the rank of Chief Manager and above shall be the nodal executive of the User Department.
27. **Public Grievance Cell:** A public grievance cell headed by Shri R. R. Kumar, ED (EY) has been set up in the company. Members of public having complaints or grievances are advised to contact above Authorities on Wednesday between 10.00 hours and 12.30 hours in his office at 3rd Floor, West Block, Mazagon Dock Shipbuilders Ltd or send their complaints / grievances to him in writing for redressal. Telephone No. is 23762106(MDL).
28. **Working on MDL Holidays:** 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.



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29. Non-Disclosure Agreement:

Non-disclosure agreement may be required for bidding purpose & also post placement of order for issuance of drawings / documents. Bidder shall return the issued drawing on or before tender closing date. Non-submission of issued drawing / documents may lead to rejection and action by MDL.

28.1 Non-Disclosure Agreement, format attached. This Non-Disclosure Agreement to be executed on a non-judicial stamp paper of INR 500.00.

28.2 The Specifications, drawings, work instructions and protocols such issued shall be on returnable basis, without reproduction/retention of the copies at the bidder's end.

28.3 Current Illustrative format of NDA is enclosed along with this tender, for your ready reference.

32.3 Procedure for collection of All drawings, document & Work Instructions, design requirement etc as applicable will be done by Planning Dept (CGP-TS), only during execution of contract, on submission of "Non Disclosure Agreement" in the prescribed format (in original) to PE(Plg-CGP(TS))

33.3 If firm required drawings for their reference/bidding purpose, they can visit Planning MPV along with original instrument of NDA.

Shri Prithviraj Rathod (Manager –Plg-Engg-CGP(TS), Phone No is 2376-3392
email id: pv Rathod@mazdock.com

30. Declaration for local content Bidder should indicate the percentage of local content (i.e. value added in India) along with the details of location/s where the 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".

Self-certification by Chief Financial Officer or Other legally responsible person nominated in writing by the Chief Executive or Senior Member / Person with Management Responsibility of Corporation / Partnership / Individual.

However, in cases of procurement for value in excess of Rs.10 Crores, the bidder shall provide a certificate from statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of supplier other than companies) giving the percentage of local content.

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

- i) Bidder has withdrawn / modified / amended / impaired / derogated from the tender during the period of bid validity.
- ii) Bidder fails or refuses to execute the contract upon notification of acceptance of bid by MDL during the period of bid validity.

32. CARTEL FORMATION/POOL RATES:

- (i) Pool/cartel formation is against the basic principle of competitive bidding and defeats the very purpose of an open and competitive tendering system. Such and similar tactics to avoid/control true competition in a tender leading to "Appreciable Adverse Effect on Competition" (AAEC) have been declared as an offence under the Competition Act, 2002, as amended by the Competition (Amendment) Act, 2007.



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- (ii) Consider this as Warning to such Bidder that, in case of evidence of cartel formation, suitable administrative actions will be resorted to, such as rejecting the offers, reporting the matter to trade associations, the Competition Commission or NSIC, etc., to take suitable strong actions against such firms.
- (iii) On such event, MDL may debar the tenderers indulging in cartel formation/collusive bidding/bid rigging for a period of two years from participation in the tenders of the MDL.

33. PURCHASE PREFERENCE TO MAKE IN INDIA: Purchase Preference to Make in India 2017 -

The Government of India has issued revised Public Procurement (Preference to Make in India) order 2017 on 19 Jul 2024 as part of its policy to encourage "Make in India" and promote manufacturing and production of goods and services in India with a view to enhancing income and employment. Subject to the provisions of this order and to any specific instructions issued by Nodal Ministry or in pursuance of this order, Purchase Preference shall be given to local suppliers in all the procurements undertaken by MDL in the manner specified below.

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

32.2 Aspects of 'Preference to Make in India'

"Local content" means the amount of value added in India which shall be the total value of item (goods, Purchase services or works or their combination) under procurement (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value in percent. Different definition of Local Content may be specified by the Nodal Ministry for items assigned to them, which will prevail over above.

Explanatory notes for calculation of local content given above

(a) Imported items sourced locally from resellers / distributors shall be excluded from calculation of local content.

(b) The license fees / royalties paid / technical charges paid out of India shall be excluded from local content calculation.

(c) Procurement / Supply of repackaged / refurbished / rebranded imported products as understood commonly shall be treated as reselling of imported products and shall be excluded from calculation of local content. The definition of repackaged / refurbished / rebranded imported products is as follows;

Refurbishing' means repair or reconditioning of an imported product does not amount to manufacture because no new goods come into existence.

'Repackaging means repacking of imported goods from bulk pack to smaller packs would not ordinarily amount to manufacture of a new item.

'Rebranding means relabeling or renaming or change in symbol or logo/makes or corporate image of a company/organization/ firm for an imported product would amount to rebranding.

(d) To ensure that imported items sourced locally from resellers/distributors are excluded from calculation of local content, procuring entities to obtain from bidders, the cost of such locally-sourced imported items (Inclusive of taxes) along with breakup on license / royalties paid / technical expertise cost etc. sourced from outside India. For items sold by bidder as reseller, OEM certificate for country of origin to be submitted.



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(e) For contracts involving supply of multiple items, weighted average of all items to be taken while calculating the local content.

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

- 32.2.1 “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.
- 32.2.2 “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.
- 32.2.3 “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.
- 32.2.4 “L1” means the lowest tender or lowest bid or lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.
- 32.2.5 “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 shall be 20% which is to be indicated in tender.

Note:

- Procedure for determination of L1 price for the purpose of deciding eligibility for Purchase Preference shall be stipulated in the tender.
- Price/s of all Class I local supplier/s in a tender is more than 20% of L1's price no purchase preference shall be applicable.

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

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

32.4 Purchase preference

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



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

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

- c) In the procurement of goods, services which are covered by para above and which are not divisible in nature, and in procurement of services where the bid is evaluated on price alone (Items covered under Para 3A(c) of PPP-MII Order, 2017) and both MSEs as well as Class-I local suppliers are eligible for purchase preference Purchase preference shall be accorded as under:
- d) L-1 is "MSE Class-I local supplier": Contract shall be awarded to L-1.
- e) L-1 is not "MSE Class-I local supplier" but the "MSE Class-I local supplier" falls within 15% margin of purchase preference. Purchase preference shall be given to lowest quoting "MSE Class-I local supplier". If lowest quoting "MSE Class-I local supplier" does not accept the L-1 rates, the next higher "MSE Class-I local supplier" falling within 15% margin of purchase preference is to be given purchase preference and so on. If all "MSE Class-I local supplier" do not accept L-1 rates, then relevant Para shall be followed.
- f) If conditions mentioned in sub paras above are not met i.e. L1 is not "MSE Class-I local supplier" and "MSE Class-I local supplier" is not eligible to take benefit of purchase preference as per PPP-MSE Order or all "MSE Class-I local supplier" do not accept L-1 rates, the contract is to be awarded / purchase preference to be given in different possible scenarios as under:
- g) L-1 is "MSE but non-Class-I local supplier" or "Non-MSE but Class-I local supplier": Contract be awarded to L-1.
- h) L-1 is "Non-MSE non-Class-I local supplier": Firstly, purchase preference shall be given to eligible MSE as per PPP-MSE Order. If MSEs not eligible or does not accept then purchase preference to be given to eligible Class-I Local supplier as per PPP-MII Order. If Class-I Local supplier is also not eligible or does not accept then contract be awarded to L-1.
- i) Non-local suppliers, including MSEs falling in the category of Non-local suppliers, shall be eligible to bid only against Global Tender Enquiry..
- j) **Parallel Contracts:** Not applicable. ~~In case of parallel contracts tender also Purchase Preference to MSE & Class I Suppliers shall be applicable and~~



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~~shall be accorded in accordance with para 3B Order Public Procurement (preference to Make in India) Order 2017 dated 19.07.2024 or amended thereon~~

32.5 Minimum Local Content

32.5.1 The 'local content' requirement to categorize a supplier as 'Class-I local supplier' is minimum 50%. For 'Class-II local supplier', the 'local content' requirement is minimum 20%. However, Nodal Ministry / Department may prescribe only a higher percentage of minimum local content requirement to categorize a supplier as 'Class-I local supplier' / 'Class-II local supplier'. For the items, for which Nodal Ministry / Department has not prescribed higher minimum local content notification under the Order, it shall be 50% and 20% for 'Class-I local supplier' and 'Class-II local supplier' respectively.

32.5.2 The Nodal Ministry may keep in view the domestic manufacturing / supply base and assess the available capacity and the extent of local competition while identifying items and prescribing the higher minimum local content or the manner of its calculation, with a view to avoiding cost increase from the operation of this Order. The Nodal Ministry may annually review the local content requirements with a view to increasing it, subject to availability of sufficient local competition with adequate quality.

32.6 Other Pre-Qualification Criteria in tenders

32.6.1 Other pre-qualification criteria in terms of turnover, production capabilities and financial strength in the tender shall not result in unreasonable exclusion of "Class-I Local Supplier" / "Class- II Local Supplier".

32.6.2 The pre-qualification criteria in terms of prior experience fixed in the tender shall not require proof of supply in other countries or proof of exports leading to unreasonable exclusion of Local Suppliers.

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

32.8 Declaration / Verification of Local content:

(i) Tenders shall solicit participating bidders to indicate the percentage of local content (i.e. value added in India) along with the details of location/s where the local value addition is made, in their bids, item wise or tender wise. The indicated local content percentage shall decide categorization of the vendors as "Class-I Local Supplier" / "Class-II Local Supplier" / "Non-local Supplier". All bidders should declare that the item and service offered meets the minimum local content and indicate its percentage in their offer which shall meet or exceed required local content specified in tender. This declaration is necessary even if Custom Duty Exemption and / or ERV (if applicable) are not being sought. Certification as under is to be submitted mandatorily in technical offer-Part-I bid.

(ii) Self-certification by Chief Financial Officer or Other legally responsible person nominated in writing by the Chief Executive or Senior Member / Person



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with Management Responsibility of Corporation / Partnership / Individual. However, in cases of procurement for value in excess of Rs. 10 Crores, the bidders shall provide a certificate from statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of supplier other than companies) giving the percentage of local content.

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

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

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

(vi) On scrutiny of offer, if all the bidders participating in the tender happen to have either not submitted the declaration certificate or not declared / specified the local content percentage in the declaration certificate or specified local content lower than the minimum local content requirement as per the tender, the subject tender shall be cancelled & matter shall be taken up with Ministry, by the user department, as per the procedure or as amended by MoD / DPIIT / DoE.

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

32.9 PPP MSE Order 2012: Purchase Preference under PPP MSE Order 2012 shall prevail over Purchase preference under PPP MII Order 2017 and Purchase preference shall be accorded as per para 32.4 above

32.10 Price negotiation & contract placement:



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- (i) MDL has right to negotiate with L1 bidders on the quoted prices. However, it shall be ensured that Local Content percentage as declared by the vendor is maintained or increased but not reduced.
- (ii) After the contract is awarded and the supplies are completed, the supplier shall provide a "Local content certificate" (in the format provided at the time of PO placement) 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 (in the format provided at the time of PO placement) 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.

- (iii) Supplier shall be intimated that 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

32.11 Debarment of bidders / suppliers:

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

32.12 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.

34. Inter Project Service Transfer (IPST): MDL reserve the right to transfer services from PO placed for one project to another project OR within project (One yard to another) OR between Divisions OR Project to Yard or vice versa provided the services are identical in nature with same rates.

35. Offset Policy: Not applicable to this tender.

36. Land Border:

- a) This clause is applicable from a country which shares a land border with India" for the purpose of this Order means: -
 - i) An entity incorporated, established or registered in such a country; or



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ii) A subsidiary of an entity incorporated, established or registered in such a country;

or

iii) An entity substantially controlled through entities incorporated, established or registered in such a country; or

iv) An entity whose beneficial owner is situated in such a country; or

v) An Indian (or other) agent of such an entity; or

vi) A natural person who is a citizen of such a country; or

vii) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

b) Bidder 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 bidder 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.

c) 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.

37. CONFLICT OF INTEREST AMONG BIDDERS:

39.1 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.

39.2 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:

- (i) 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;
- (ii) The bidder (or his allied firm) provided services for the need assessment/ procurement planning of the tender process in which it is participating;
- (iii) 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 authorized distributor (with/ or without the OEM) from quoting equipment manufactured by an Original Equipment Manufacturer (OEM) in procurements under a Proprietary Article Certificate or
- (iv) 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

38. 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 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 **SCC**; and at the MDL's request, the service providers shall provide evidence to the MDL showing that such insurance has been taken out and maintained and that the current



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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. The 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.

39. **Corrigendum to 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 bidder who have downloaded the document under their login. However, the bidder's 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 bidder 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.
40. **Contacting MDL during the evaluation:** 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.
41. **Free issue Material(FIM): Not applicable.**
42. **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 bidder are requested to refer the clauses in the tender doc (Part A) and offer their comments/acceptance, accordingly.
43. **Contact Details for Queries:** Bidder 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.
44. We look forward to receive your most competitive and reasonable offer against this tender.

Yours faithfully,
For MAZAGON DOCK
SHIPBUILDERS LIMITED,
Prashant Pimple
Deputy General Manager
(OUTSOURCING DEPARTMENT)



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Annexure-H

SBD/TEF (STANDARD BIDDING DOCUMENT ACCEPTANCE FORMAT):-

To, MAZAGON DOCK SHIPBUILDERS LIMITED, OUTSOURCING DEPARTMENT.

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

COMPANY'S NAME & ADDRESS:

SIGNATURE:

DATE:

NAME:

DESIGNATION:

BIDDER'S COMPANY SEAL:

NOTE:

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



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Standard Tender Document

[Annexure – A](#)

[Scope of Work](#)

Scope of Work – Waterjet Propulsion System for FPVs)



INSTALLATION OF WATER JET PROPULSION SYSTEM
FOR FAST PATROL VESSELS (FPVs)

ENGINEERING ACTIVITIES

FOR PROJECT OF FPVs

YARD NOs: 16501 - 16504

रविन्द्र जी. मानवटकर
RAVINDRA G. MANWATKAR
मुख्य प्रबंधक (ज.नि. - रूपांकन अभियांत्रिकी)
CHIEF MANAGER (SB - DESIGN ENGG.)
माझगांव डॉक शिपबिल्डर्स लिमिटेड
MAZAGON DOCK SHIPBUILDERS LIMITED

राजाराम थोकरा
RAJARAM THOKAL/राजाराम थोकरा
S.E. (MECHANICAL) की.ई. (शांति)
उप महा प्रबंधक/जहाज प्रबंधक-२
DGM/SM2 (Y-12707)
MAZAGON DOCK SHIPBUILDERS LIMITED

प्रुथ्वीराज व. राठोड
PRUTHVIRAJ V. RATHOD
प्रबंधक / ज.नि. - अभियांत्रिकी (मार्ब-२२६५२)
MANAGER / SB-ENGG (Y-12052) P-CDP
माझगांव डॉक शिपबिल्डर्स लिमिटेड
MAZAGON DOCK SHIPBUILDERS LIMITED



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Scope of Work – Waterjet Propulsion System for FPVs)

1) INTRODUCTION:

- a) The items/services projected in this scope of work are for the use on Indian Coast Guard FPVs (PROJECT Nos Y – 16501-16504) having three nos. of propulsion trains being built by Mazagon Dock Shipbuilders Ltd (MDL) at MDL Mumbai / MDL NHAVA Yard.
- b) The propulsion system equipment in this contract covered Waterjet units, Diesel Engines, Gear Box and Intermediate shaft which are required to be aligned and installed on Hard stand/slipway/dry-dock and wet basin as per the laid down procedure.
- c) Contractor must be conversant with ship building/ship construction procedures as relevant to undertaken propulsion equipment foundation Seat installation and shafting jobs for Naval / Coast Guard /Commercial ship as well as must adhere to the MDL/Coast Guard/Naval requirements & specifications while carrying out job.
- d) Considering the complexity in propulsion system work, even though the work for installation of equipment foundation seats and shafting engineering work, there will be cases, where individual activities in the ship may completed earlier. In such case contractor to undertake balance work as per individual line items. Further MDL in his discretion power may delete any PO line to meet the Coast Guard/ OEM's requirement during the execution of work.
- e) Bidder is advised to visit the job locations before submitting their offer to get to know the location for deploying suitable personnel for these works & understanding the scope of work; document certifying the visit needs to be uploaded in bid documents, to avoid any tender technical deviation after submission of bid.
- f) "Scope of Work" is not intended to enumerate each and every item of Work required. Well-known technical words in trade meaning context are used in the Scope in accordance to such recognized meanings. Discrepancy in understanding the words/sentences/meaning if any may be brought about for clarification before finalizing the contract or else otherwise it is implied that it is understood and accepted by the contractor

2) INTENT:

- a) Pre-launch structural preparatory jobs for alignment & installation of Main Propulsion systems i.e. Setting of shaft centre line, Installation of Intake Duct and transom flange.
- b) Pre-Launch Alignment & Installation of Main Propulsion systems equipment (Water jet impellers, Drive shafts, Intermediate shafts, support bearings, shaft seals, Preliminary installation and alignment of Main Engine and Gear box modules etc.)



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Scope of Work – Waterjet Propulsion System for FPVs)

- c) Installation of hydraulic system and lubrication system units.
- d) Post-Launch Alignment & Installation of Main Propulsion systems equipment (Final Alignment, installation of Intermediate Shafts, Gap & Sag alignment etc.)
- e) Opening and closing of Intake ducts (Post launch)

List of equipment to be installed:

SI No.	Description of Component	Qty/ship
1	Waterjet Intake	03
2	Shaft Seal	03
3	Shaft Locking Device	03
4	Support bearing	05
5	Bulkhead Seals	05
6	Flexible coupling (GB to Intermediate Shaft)	03
7	Impeller Housing	03
8	Waterjet unit (Reversible bucket and steering nozzle)	03
9	Drive Shaft with impeller	03
10	Intermediate shaft	05
11	Gear Box	03
12	Flexible coupling (Engine to GB)	03
13	Main Engine	03
14	Hydraulic system (tank and associated piping)	03
15	Lubrication system (tank, pump and associated piping)	03

Note: Above list is indicative. For complete details of list of components, OEM installation manual to be followed.



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Scope of Work – Waterjet Propulsion System for FPVs)

3) DETAILED SCOPE OF WORK

- I. **Pre-launch work:** The work related to following activities to be completed prior to launching of the vessel.
- a) Visualize drive shaft centre line. Erection of target points or piano wire for reference of shaft line. Marking of pump centre point on the transom/ Bulkhead.
 - b) Preliminary alignment of ME, GB and bearing seats with reference to shaft line centre followed by on-tack welding.
 - c) Shipping in of intake duct.
 - d) Temporary jacking arrangements for alignment and erection of intake duct.
 - e) Marking and Shell opening for intake duct bottom flange.
 - f) Welding of intake duct with hull structure post alignment as per OEM manual.
 - g) Reconfirming the alignment of intake duct with shaft centre line.
 - h) Disassembly of impeller housing from water jet unit in presence of OEM reps.
 - i) Removal of hydraulic reversing cylinders and hydraulic steering cylinders from impeller housing.
 - j) Marking of cut out hole for the impeller housing on the transom with reference to visualised shaft line centre.
 - k) Cutting of hole in the transom.
 - l) Shipping in of impeller housing to the transom area.
 - m) Fit up of adjustment brackets for radial alignment of impeller housing.
 - n) Positioning of impeller housing, alignment and marking of hole pattern in the transom. Drilling and spot facing on the ship transom.
 - o) Marking of hole pattern in intake duct. Removal of impeller housing and drilling on intake duct flange with reference to the hole pattern.
 - p) Installation of Intake flange with impeller housing (using O ring or Chock-fasting.)
 - q) Preparation for chock fasting between transom and impeller housing.
 - r) Assist in Chock-fasting of impeller housing with transom followed by final torque tightening of all fasteners.
 - s) Shipping in and installation of water jet unit along with drive shaft.
 - t) Measurement of impeller blade tip clearance. Adjustment of drive shaft to achieve approved clearance value as per OEM standards.



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- u) Re-installation of hydraulic steering, reverse cylinders, piping assembly for lubrication and hydraulic systems onto the impeller housing body.
- v) Installation of lubrication system as per approved drawing.
- w) Installation of shaft seal on the drive shaft to the intake stern tube flange.
- x) Installation of support bearing of drive shaft.
- y) Shipping in and installation of intermediate shafts.
- z) Installation of Inlet duct grid.
- aa) Shipping in of Main Engine, Gear box and bearings to their location.
- bb) Pre-Launch checks and locking of shaft for launching.

II. Post launch activities:

- a) Alignment of shaft line post launching of the vessel.
- b) Preliminary alignment of Main Engine, Gear box and bearings w.r.t shaft centre line axis.
- c) Installation of anti-vibration mounts for Main Engine.
- d) Installation of coupling spacer.
- e) Installation of flexible coupling.
- f) Assist in chock fastening of Main engine, Gear box.
- g) Final alignment checks of the Propulsion system.
- h) Installation of Hydraulic pump on PTO (Power Take Off) shaft of GB.
- i) Installation of Shaft locking device and grounding of shaft-line.
- j) Installation of bulkhead seals.
- k) Flushing of hydraulic and lubrication systems

III. Opening and closing of WaterJet Inlet Duct Grid:

Opening and closing of WJ inlet duct grids for all 03 nos. ducts shall be carried out (in addition to fitment prior launching of the ship) to facilitate cleaning / maintenance / repair activity during post launch & post CST or as per MDL/Customer need. Grids of all 03 nos. ducts may need to be opened and closed (during dry-docking of the vessel) for tentative 03 occasions excluding prelaunch fitment.



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Scope of Work – Waterjet Propulsion System for FPVs)

4) **QUALITY INSPECTION AND TEST PROCEDURE:**

Contractor have to submit the QAP / QIP to MDL, ICGS and CLASS (IRS & ABS) before starting the work and same needs to be approved by MDL, ICGS and CLASS (IRS & ABS) within one weeks of award of contract. Post approval of QAP, contractor to offer stage wise inspection as per approved QAP. Contractor to offer Non-Destructive Test (NDT) for welding wherever applicable as per the approved QAP/ NDT plan.

5) **GUARANTEE/ WARANTEE:**

The Work carried out shall be free of defects and to the satisfaction of Customer. Contractor shall stand guarantee to this effect for a period of 12 months from the date of completion of work certified and accepted by OEM's, MDL, ICGS and & CLASS (IRS & ABS). During the said period, if any defect observed due to poor workmanship, contractor shall rectify the defect immediately at no additional cost to MDL. If the equipment is damaged during Handling, same will be make good by MDL and the cost against the repair will be deducted from the contractor.

6) **HINDRANCE REGISTER:**

A Hindrance Register will be maintained by OIC-Engg. The register shall be kept under the custody of the shafting engineering executive. The contractor may also record their observations in the hindrance register. In case MDL is unable to remove hindrance immediately and if likely to take some time, the contractor shall be informed accordingly by OIC-Engg / Shafting executive. Monthly review of hindrances to be done by Ship Manager.

7) **FACILITY:**

I. **Facilities / material to be provided by MDL (free of cost):**

- Drawings required for installation of Waterjet propulsion machinery, Main Engine, Gear box and other propulsion elements, holding down/bolting arrangement drawings and other relevant installation instructions wherever required.
- Drawing will be issued to the successful bidder only after submission of Non-Disclosure Agreement. Successful bidder/Contractor will have to submit NDA as per



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Scope of Work – Waterjet Propulsion System for FPVs)

MDL format at the time of placement of order.

- c) Power supply, water and compressed air up to the point near the jetty, Power supply 110V/24V will be provided by MDL. However, lead wires and bulbs to be arranged by the contractor.
- d) All welding electrodes / rods & Gouging rod for welding on board ship.
- e) Necessary staging material and scaffolding.
- f) All fitted bolts, loose bolts, Fasteners, steel chocks, OEM supplied tools (If any). Welding consumable/rod.
- g) Crane facility will be provided by MDL.
- h) Transport of the main equipment and auxiliary equipment from store to the ships jetty will be in MDL's scope.

II. Facilities/ material in contractor's scope:

- a) Bidder shall have capacity to deploy experience manpower required for execution of work such as Unskilled, Semi-skilled & skilled workers, tradesman, Supervisory staff, Safety officer and Managers shall submit the list with relevant qualification and experience along with the technical bids.
- b) Safety gears i.e., personnel protective equipment (PPE) for contractor's workers while working at site.
- c) Unloading of the equipment (main and auxiliary) to the ships jetty will be in contractor's scope.
- d) Cleanliness of work place to be carried out on daily basis. All rubbish and scrap are to be segregated and to be put in bins provided by MDL at various locations.
- e) Tools and tackles such as chain blocks, jacks, slings etc. required for unloading, lifting, shifting and shipping - in to be arranged by the contractor. Tools and tackles should be load tested and valid calibration certificate should be available.
- f) Electric hand tools of 110V/24V only in contractor's scope.
- g) Any material e.g. gases (Acetylene and Oxygen), cutting torch, hose pipe, welding machine, welding cable, baking oven, facility required directly or indirectly for carrying out the job, if not mentioned in MDL Scope, has to be arranged by the Contractor.
- h) Lead wires, Portable bulbs and other portable machines used onboard ship should be of 110V/24V (Power supply will be provided by MDL).



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- i) Staging material: scaffolding & temporary supports as and when required will be provided by MDL. The contractor has to erect the same. The contractor should remove temporary supports & Scaffolding etc. and clear the space after completion of work.
- j) The contractor shall provide all assistance, facilities, Instruments, Machines, labor and materials for carrying out inspection of the work.
- k) Welder qualification shall be carried out on chargeable basis. Inspection authority will be MDL-SQC, ABS & IRS. The different material grades would be class approved grade ABS & AH36.
- l) Cost of qualification for welder per position in SMAW/MIG including material (LR Grade A, AH 36 steel etc.), radiography, power consumption and electrodes/gas cost is **Rs. 5000/-** per welder/ per position.
- m) Cost of qualification charges are as per present rates and will be intimated by MDL executive (not below the rank of CM) SB-Welding to OTS. These charges will be deducted from the actual work carried out the contractor and invoices submitted.
- n) Contractors to bring their own porta cabin in MDL /NHAVA premises.
- o) Tools like Grinding machine, drilling machine, general tools, jigs, fixtures, V and roller supports, high pressure pumps required for installation, consumables, blue for checking bedding and calibrated measuring instruments etc.
- p) For safety reason 24V tools to be used in confined spaces & as and when informed.

8) WORK COMPLETION CERTIFICATE (WCC):

After clearance of Stage Inspection & Final Inspection from ICGS / CLASS (ABS and IRS) / OEM, Contractor has to submit the WDC to MDL for signature (CM & above).

Note: In case of delays, the duration along with numbers of delayed days shall be specified in respective WDCs to invoke LD clause and effect recoveries from sub contact's invoice.

9) GENERAL:

- a) Since propulsion related activities are complex and critical activities this scope of work specified is only illustrative and are not exhaustive. Hence works related to the scope of work informed by User Department needs to be carried out by the contractor.
- b) Contractor shall keep MDL informed regarding the progress of the work throughout the entire contract period. Contractor shall submit weekly progress report and monthly progress report (MPR) with respect to Work instructions.



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Scope of Work – Waterjet Propulsion System for FPVs)

- c) During the contractual period, if the contractor is unable to meet targets required by MDL and/or quality of work is substandard / or performance is not found up to the mark, MDL reserves the right to terminate the contract as per contract terms and get the balance work done either departmentally or through another agency solely at MDL discretion at the risk and cost of the contractor.
- d) The supervisor nominated by Vendor will be responsible for timely completion of job and for clearance from respective authorities. Supervisor is required to be present at all times as long as contractor's workmen are at site. He should coordinate with MDL Executives from relevant departments such as Berth, Planning/Design etc. and be accountable for timely completion of work, strictly as per schedule.
- e) Any rectification work on account of poor workmanship will have to be carried out by the contractor at no extra cost to MDL.
- f) Work is to be carried out as per the schedule and procedure hence may require to work round the clock in all three shifts. In the event if contractor desires / is required to work on Saturdays /Sundays /MDL Holidays beyond midnight; prior approval should be obtained from Yard-in-charge and factory occupier by Vendor. Any overtime, extra charges will not be paid by MDL.
- g) Contractor shall be fully responsible for the safety/security of drawings and other confidential material issued to him from time to time. All documents / material issued by MDL to be properly recorded and returned after completion of work.
- h) Contractors should ensure that training is imparted to the operatives related to fire hazard. Contractors shall submit undertaking for training imparted.
- i) Security clearance (PVR/PVC) of all the contractors' personnel who will be working in the yard for this contract at his cost has to be arranged by the contractor.
- j) Non-Disclosure Agreement shall be submitted by the successful bidder/contractor post placement of Purchase Order.
- k) MDL will not arrange for any transport, food, accommodation, insurance, etc., and the contractor shall provide all such facilities for his personnel.
- l) MDL is an ISO 9001:2015 certified company and hence the sub-contractor has to keep the necessary records as per the provisions of the QMS.
- m) The order shall be operated by User Department Yard 16501-16504.



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Scope of Work – Waterjet Propulsion System for FPVs)

Contractor is also responsible for the following:

- (i) Comply with all Central, State and Local laws, ordinances, rules and regulations as and when issued applicable to the work and shall be responsible for any costs arising from violation of the same.
- (ii) Observe all applicable MDL accepted Industry Safety Practice and in addition, all Governmental Regulations as appropriate for this work. Comply with applicable Codes and Standards of Safety.
- (iii) Comply with the requirements of applicable laws and governmental regulations (State & Central).

Document / Drawings:

- (i) To undertake the work, drawings will be issued from the MDL user department.
- (ii) All drawings / documents required to execute the job, shall be issued, post one-time signing of **Non-Disclosure Agreement**.
- (iii) Upon completion, the drawings/documents shall be returned by the contractor to MDL user department.
- (iv) The contractor shall **NOT** make copy of the drawings and shall be full responsible for safety /security of the drawings and other confidential material issued to him from time to time. All the documents/drawings issued by MDL to be properly secured and maintained and shall be duly returned while seeking WCCs or when sought by MDL.

10) SCHEDULE OF WORK & MOBILISATION:

- a) **Schedule of Work:** Priority of work will be indicated by MDL & date of completion will be mentioned on the same for a quantum of work, date of completion will be decided on a mutually agreeable basis. When a particular job is over, WDC is to be obtained from MDL. WDC along with the monthly running bills is to be submitted as stipulated in P.O for making the payment. The firm has to submit invoice along with cumulative statement of work completed and payment made.
- b) **Mobilization:** The Contractor shall complete the mobilization of his work force / equipment's within 10 days from the date of issue of purchase order.
- c) No mobilization advance will be paid by MDL.
- d) Tentative start and end date:

Yard	Start Date	End Date	Duration(Months)
Yard 16501-16504	01 Nov 2025	01 Nov 2027	24



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Scope of Work – Waterjet Propulsion System for FPVs)

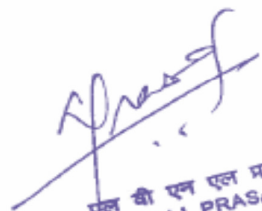
11) PRE- QUALIFICATION CRITERIA (POC):


a) The firm shall have carried out **alignment and installation of WATERJET PROPULSION SYSTEM** of capacity **2MW** or higher / **Shaft Line Alignment and Installation** of capacity **3MW** or higher in any sea going vessel.

b) **Documentary evidence for Technical pre-qualification:** The vendor shall submit documentary evidence for technically qualifying under Para 11 (a) of above. The documentary evidence shall be as follows:

i. The Purchase orders along with work completion certificates, duly signed by the PO issuing authority for meeting the requirements of the nature of work carried out by the firm defined at Para 11 (a) of above along with corresponding invoices.

ii. **Right to Verification:** MDL has right to verify the authenticity of the above documents submitted by the Subcontractor and / or inspect the facilities if felt necessary.


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L V N L PRASAD
मुख्य प्रबंधक (योजना-सी.जी.पी.)
CHIEF MANAGER (PLANNING-CGP)
माझगाव डॉक शिपबिल्डर्स लिमिटेड
MAZAGON DOCK SHIPBUILDERS LIMITED


SUNIL B. KALGUTKAR
CM (SB-Engg)
OIC (CGP-FPV)


राजीव के. राठोड
RAJEEV K. RATHOD
अध्यक्ष महानिदेशक / पी.ई. (योजना-सी.जी.पी.)
ADDL GENERAL MANAGER / PE (PLANNING-CGP)
माझगाव डॉक शिपबिल्डर्स लिमिटेड
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Scope of Work – Waterjet Propulsion System for FPVs)

ANNEXURE -II

12) RESPONSIBILITY MATRIX

SR NO	ACTIVITY	MDL	SUB CONTRACTOR
1.	Mobilization of resources within 10 days from placement of order	--	√
2.	Shifting / shipping of Machine/ Equipment inside Ship.	--	√
3.	Crane for lifting and lowering of equipment	√	--
4.	Drawing / Relevant data for equipment installation	√	--
5.	Instruments, Cutting Tools, jigs, fixtures for shipping in & positioning of equipment etc.	--	√
6.	Transport of equipment from store(MDL Anik/Bond) to the ships jetty(MDL Mumbai/Nhava)	√	--
7.	Requisite skilled and semi-skilled manpower	--	√
8.	Measuring Instruments (Optical/Laser Device, Vernier Calliper, Micro meter, Clinometers, Straight Edge Etc.)	--	√
9.	Removal Of Waste in end of shift on regular basis from respective work area.	--	√
10.	Safety Gears (PPE)	--	√
11.	Any material, facilities required directly or indirectly for carrying out job	--	√
12.	Power Supply	√	--
13.	Work done Certificate	--	√
14.	Certification and Approval of job	√	--
15.	Temporary Lighting wherever required	--	√
16.	Staging/ Scaffolding material	√	--
17.	Erection and dismantling of Staging/ Scaffolding material	--	√
18.	QAP preparation & Submission for approval	--	√

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Scope of Work – Waterjet Propulsion System for FPVs)

ANNEXURE - III

RATE SHEET

Contractor to refer detailed scope for description of activities listed in the table. ✓

SR NO	SERVICE REQUIRED	QTY PER SHIP	UNIT RATE INR	TOTAL COST INR
1.	Shaft line sighting, 03 shafts / ship	3 nos. per shaft-line	-	
2.	Shipping in, alignment and installation of Water jet intake duct	3 no's	-	
3.	Disassembly, alignment and installation of impeller housing	3 no's		
4.	Shipping-in, alignment and installation of waterjet unit along with drive shaft.	3 sets		
5.	Shipping in and installation of intermediate shafts	5 nos		
6.	Installation of support bearings, shaft seal, Bulkhead Seal and shaft Locking Devices	3 sets		
7.	Installation of hydraulic power pack	3 sets		
8.	Installation of lubrication power pack	3 sets		
9.	Flushing of hydraulic system	3 sets		
10.	Flushing of lubrication system	3 sets		
11.	Shipping in, alignment and installation of Main engine	3 sets		
12.	Shipping in, alignment and installation of Gear box	3 sets		
13.	Shipping in, alignment and installation of support bearing	5 sets		
14.	Opening and closing of Waterjet intake duct grid during dry-docking of vessel (in addition to fitment prior launching of the vessel) 03 shafts / ship	3 times per shaft line		

एल वी एन एल प्रसाद
L V N L PRASAD
मुख्य प्रबंधक (योजना-सी.जी.पी.)
CHIEF MANAGER (PLANNING-CGP)
माझगॉन डॉक शिपबिल्डर्स लिमिटेड
MAZAGON DOCK SHIPBUILDERS LIMITED

SUNIL B. KALGUTKAR
CM (SB-Engg)
OIC (CGP-FPV)



MAZAGON DOCK SHIPBUILDERS LTD.
OUTSOURCING DEPARTMENT
दो बोली बोली ई-निविदा 8000001318

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Annexure-B

ILLUSTRATIVE RATE SHEET FORMAT:

Illustrative Rate Sheet format is uploaded on NIC portal as “**ANNEXURE-B: ILLUSTRATIVE RATE SHEET FORMAT**” with cover-1 (Part-I bid: **Without Price**)

Note:

- Annexure-B is only for illustration purpose & for the purpose of indicating tax
- Bidder shall upload the completely filled Annexure-B with cover-1 online in. (**Quoted/Not Quoted**)
- Prices are to be quoted in the Rate sheet (BOQ) **provided online** and uploaded in cover-2 online.
- Bidder while quoting should consider the all costs such as labour, hike in the minimum wages, transportation, equipment, all incidental expenses, consumables etc.
- Quantity shown is indicative. However, Payment shall be made as per actual work done.
- An **illustrative example** of blank rate sheet (Annexure-B) to be uploaded in cover 1 (Part 1 – Technical bid) is given below:

Illustrative Example of Blank rate sheet to be uploaded in Part-I.

Sr	Item Description	Qty	Unit	Unit rate (In Rs)	Total value (Rs)	Applicable Tax	HSN Code
Yard-16501 (Tentative Delivery Period :31.12.2026)							
1	Shaft line sighting, 03 shafts / ship	3	nos. per shaft- line	Quoted/Not quoted	Quoted/Not quoted	To be mentioned in %	To be mentioned
2	Shipping in, alignment and installation of Water jet intake duct	3	nos	Quoted/Not quoted	Quoted/Not quoted	To be mentioned in %	To be mentioned
3	Disassembly, alignment and installation of impeller housing	3	nos	Quoted/Not quoted	Quoted/Not quoted	To be mentioned in %	To be mentioned
4	Shipping-in, alignment and installation of waterjet unit along with drive shaft.	3	sets	Quoted/Not quoted	Quoted/Not quoted	To be mentioned in %	To be mentioned
5	Shipping in and installation of intermediate shafts	5	nos	Quoted/Not quoted	Quoted/Not quoted	To be mentioned in %	To be mentioned
6.	Installation of support bearings, shaft seal, Bulkhead Seal and shaft Locking Devices	3	sets	Quoted/Not quoted	Quoted/Not quoted	To be mentioned in %	To be mentioned
7	Installation of hydraulic power pack	3	sets	Quoted/Not quoted	Quoted/Not quoted	To be mentioned in %	To be mentioned



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Sr	Item Description	Qty	Unit	Unit rate (In Rs)	Total value (Rs)	Applicable Tax	HSN Code
Yard-16501 (Tentative Delivery Period :31.12.2026)							
8	Installation of lubrication power pack	3	sets	Quoted/Not quoted	Quoted/Not quoted	To be mentioned in %	To be mentioned
9	Flushing of hydraulic system	3	sets	Quoted/Not quoted	Quoted/Not quoted	To be mentioned in %	To be mentioned
10	Flushing of lubrication system	3	sets	Quoted/Not quoted	Quoted/Not quoted	To be mentioned in %	To be mentioned
11	Shipping in, alignment and installation of Main engine	3	sets	Quoted/Not quoted	Quoted/Not quoted	To be mentioned in %	To be mentioned
12	Shipping in, alignment and installation of Gear box	3	sets	Quoted/Not quoted	Quoted/Not quoted	To be mentioned in %	To be mentioned
13	Shipping in, alignment and installation of support bearing	5	sets	Quoted/Not quoted	Quoted/Not quoted	To be mentioned in %	To be mentioned
14	Opening and closing of Waterjet intake duct grid during dry-docking of vessel (in addition to fitment prior launching of the vessel) 03 shafts / ship	3	times per shaft line	Quoted/Not quoted	Quoted/Not quoted	To be mentioned in %	To be mentioned
15..28	Yard-16502 (Tentative Delivery Period :31.03.2027)						
29-42	Yard-16503 (Tentative Delivery Period :30.06.2027)						
43-56	Yard-16504 (Tentative Delivery Period :29.10.2027)						

Note:

- This rate sheet is **only for illustration purpose** & for the purpose of indicating tax and whether quoted / not quoted, as per clause 11.1.4 of TEF (Tender enquiry form).
- Prices are to be quoted in the Rate sheet **(BOQ) provided online** in .xls format and uploaded in cover-2 online.
- Bidder while quoting should consider the all costs such as labour, hike in the minimum wages, transportation, equipment, all incidental expenses, consumables etc.
- Quantity shown is indicative. However, Payment shall be made as per actual work done.



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ANNEXURE-C

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, bidder must study the General Conditions, Definitions, Govt Directives applicable in respect of Local Content & prescribed tender conditions).

LOCAL CONTENT DECLARATION BY **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
For all Tender line		

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



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(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



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ANNEXURE-C-1

ACTUAL LOCAL CONTENT CERTIFICATE

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



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ANNEXURE-E

Details for Remittance towards Performance Security

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

NAME OF BANK A/C HOLDER: **MAZAGON DOCK SHIPBUILDERS LTD**
BANK AND BRANCH : **STATE BANK OF INDIA, COMMERCIAL BRANCH, FORT, MUMBAI-400023**
TYPE OF ACCOUNT : **CURRENT**
BANK ACCOUNT NO : **11079519138**
IFSC CODE : **SBIN0006070**
SWIFT CODE : **SBININBB101**

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

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

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

3. **SAP Parked Document No:** _____ **Date:** _____

Signature of Vendor/Representative



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Section III - General Conditions of Contract (GCC) for Goods and Services

The word 'Purchaser' refers to MAZAGON DOCK SHIPBUILDERS LIMITED, (MDL), a Company registered under the Indian Companies Act, 1913 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.

1. Tenets of Interpretation (Applicable for Goods and Services):

Unless where the context requires otherwise, throughout the contract:

- (i) The heading of these conditions shall not affect the interpretation or construction thereof.
- (ii) 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.
- (iii) Words in the singular include the plural and vice-versa.
- (iv) 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.
- (v) 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.
- (vi) Any reference to 'Goods' shall be deemed to include the incidental Works/ Services also.
- (vii) Any generic reference to GCC shall also imply a reference to TEF as well.
- (viii) In case of conflict, provisions of TEF shall prevail over those in GCC.
- (ix) Any reference to 'Contract' shall be deemed to include all other documents (inter-alia GCC, TEF).
- (x) 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.
- (xi) Fall Clause shall be expressly applicable in the case of Rate Contract.

2. Language of Contract (Applicable for Goods and Services):

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

3. Governing Laws and Jurisdiction (Applicable for Goods and Services):

3.1 Governing Laws and Jurisdiction:

- (i) 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.



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- (ii) Irrespective of the place of delivery, or the place of performance or the place of payments under the contract, the contract shall be deemed to have been made at the place from which the Purchase Order/Contract/Letter of Intent has been issued. The courts of such a place shall alone have jurisdiction to decide any dispute arising out or in respect of the contract.

3.2 Changes in Laws and Regulations

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

4. Confidentiality, Secrecy and IPR Rights (Applicable for Goods and Services):

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



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employed person shall be made in confidence and only so far as necessary for such performance for this contract.

- c) 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.
- d) The obligation of the contractor under sub-clauses above, however, shall not apply to information that:
 - (i) the contractor needs to share with the institution(s) participating in the financing of the contract;
 - (ii) now or hereafter is or enters the public domain through no fault of Contractor;
 - (iii) 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
 - (iv) otherwise lawfully becomes available to the contractor from a third party that has no obligation of confidentiality.
- e) 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.
- f) The provisions of this clause shall survive completion or termination for whatever reason of the contract.

5. Permits, Approvals and Licenses (Applicable for Goods and Services):

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

6. Transfer of Title of Goods (Applicable for Goods):

- (i) 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, as the case may be, interim consignee. The Contractor shall alone be entitled and responsible for making claims against any carrier in respect of



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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.

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

7. **Extension of Delivery Period** (Applicable for Service):

- (i) 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.
- (ii) **Conditions for Extension of Delivery Period:** When the period of delivery is extended due to unexcused delay by the contractor, the amendment extending the delivery period shall, inter alia, be subject to the following conditions:
- a. **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.
- b. **Denial Clause:**
- (i) 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
- (ii) 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.
- (iii) 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 pr clause or foreign exchange rate variation or any other variation clause which takes place after the expiry of the original delivery date.
- (iii) **Liquidated damages**
Time is an essence of the contract therefore the job, as ordered, should be completed on the dates mutually agreed upon in accordance with the delivery schedule.
If the contractor fails to deliver any or all of the Goods or fails to perform the incidental Works/ Services 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



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performance, subject to a maximum deduction of the 5% of the delayed Goods' or incidental Works/ Services' contract price(s).

Besides liquidated damages during such a delay, the denial clause shall also apply. Any failure or delay by any sub-contractor, though their employment may have been sanctioned shall not be admitted as a ground for any extension of time or for exempting the contractor from liability for any such loss or damage as aforesaid.

8. **Defaults, Breaches & Termination of Contract** (Applicable for Goods and Services):

(i) 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 could 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 being an individual or if a firm, any partner thereof, shall at any time, be adjudged insolvent or shall have a receiving order or order for the administration of his estate made against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or enter into any assignment or composition with his creditors or suspend payment or if the firm be dissolved under the Partnership Act, or

(iii) **Liquidation:** if the contractor is a company being wound up voluntarily or by order of a Court or a Receiver, Liquidator or Manager on behalf of the Debenture-holders is appointed, or circumstances shall have arisen which entitle the Court or Debenture-holders to appoint a Receiver, Liquidator or Manager.

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

c. **Terminations for Default:**

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

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

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



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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 contracted within one year from the breach 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. It shall not be necessary for MDL to notify the contractor of such procurement. It shall, however, be at the discretion of MDL to collect or not the security deposit from the firm/ firms on whom the contract is placed at the risk and cost of the defaulted firm.

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 proceedings in a court of law for the transgression of the law, tort, and loss, not addressable by the above means.

9. **Closure of Contract** (Applicable for Goods and Services):

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

10. **Communication and language for documentation** (Applicable for Goods and Services)

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

11. **Preservation and maintenance:** (Applicable for Goods)

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



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

12. **Freight and insurance.** (Applicable for Goods)

For Indigenous Bidder. 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.

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

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

14. **Cancellation of tender** (Applicable for Goods and Services)

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

15. **Purchaser's property.** (Applicable for Goods and Services)

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

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

16. **REJECTION OF MATERIALS (Applicable for Goods)**

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

17. **Recovery-adjustment provisions:** (Applicable for Goods and Services)

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



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shall be deducted from any sum then due or thereafter may become due to the Bidder / Supplier / Contractor under the contract or any other contract with the Purchaser.

18. **Indemnification** (Applicable for Goods and Services):

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

19. **Transfer of suppliers / contractor's rights:** (Applicable for Goods and Services)

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

20. **Subcontract and right of purchaser** (Applicable for Goods and Services)

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

21. **Patent rights** (Applicable for Goods and Services)

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

22. **Agents/Agency Commission** :(Applicable for Goods and Services)

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

The Seller agrees that if it is established at any time to the satisfaction of the Buyer that the present declaration is in any way incorrect or if at a later stage it is discovered by the Buyer that the Seller has engaged any such individual/firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this Contract / Purchase order, the Seller will be liable to refund that amount to the Buyer.

The seller will also be debarred from participation in any RFQ/Tender for new projects/program with Buyer for a minimum period of five years.

The buyer will also have a right to consider cancellation of the Contract either wholly or in part, without any entitlement or compensation to the Seller who shall in such event be liable to refund all payments made by the buyer in terms of the Contract along with



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interest at the rate of 2% per annum or 6% whichever is higher above LIBOR (London Inter Bank Offer Rate) (for foreign vendors) and base rate of SBI plus 2% (for Indian Vendors).

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

23. **Use of undue influence / corrupt practices** : (Applicable for Goods and Services) The Bidder / Supplier / Contractor undertakes that he has not used corrupt practices or used any undue influence which is not admissible as per Indian law to obtain contract/order or in doing any business with the purchaser. If found that Bidder / Supplier / Contractor is involved in such wrong practices, then Purchaser is entitled to cancel the contract/s and all or any other contracts and then to recover from the Bidder / Supplier / Contractor the amounts of any loss arising from such contracts' cancellation, including but not limited to imposition of penal damages, forfeiture of Performance security, encashment of the Bank Guarantee and refund of the amounts paid by the Purchaser.
24. **Immunity of Government of India clause**: (Applicable for Goods and Services) It is expressly understood and agreed by and between M/s. (Bidder / Supplier / Contractor) and Mazagon Dock Shipbuilders Limited, Dockyard Road, Mumbai - 400 010 (MDL) is entering into this Agreement solely on its own behalf and not on the behalf of any person or entity. In particular, it is expressly understood and agreed that the Government of India is not a party to this Agreement and has no liabilities, obligations or rights hereunder. It is expressly understood and agreed that MDL is an independent legal entity with power and authority to enter into contracts solely in its own behalf under the applicable of Laws of India and general principles of Contract Law. The (Bidder / Supplier / Contractor) expressly agrees, acknowledges and understands that MDL is not an agent, representative or delegate of the Government of India. It is further understood and agreed that the Government of India is not and shall not be liable for any acts, omissions and commissions, breaches or other wrongs arising out of the contract. Accordingly, (Bidder / Supplier / Contractor) hereby expressly waives, releases and foregoes any and all actions or claims, including cross claims, impleader claims or counter claims against the Government of India arising out of this contract and covenants not to sue Government of India in any manner, claim, cause of action or thing whatsoever arising of or under this Agreement.
25. **Export licence** (Applicable for Goods and Services): The export licenses that may be required for delivery of the various items/equipment to MDL shall be arranged by the Bidder / Supplier / Contractor from the concerned authorities in their country without any time and cost implications on the Purchaser.
26. **Banned or de-listed contractors / suppliers**. (Applicable for Goods and Services) The Bidder / Supplier / Contractor declares that they being Proprietors / Directors / Partners have not been any time individually or collectively blacklisted or banned or de-listed by any Government or quasi Government agencies or PSUs. If a bidder's entities as stated above have been blacklisted or banned or de-listed by any Government or quasi Government agencies or PSUs, this fact must be clearly stated and it may not necessarily be a cause for disqualifying him.
27. **Duty of personnel of supplier/contractor** (Applicable for Goods and Services)



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

28. **Dispute resolution mechanism and arbitration** (Applicable for Goods and Services)

(a) Dispute resolution mechanism (DRM)

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

ii) In case of non-settlement by (i) above, if at any time, before, during or after the contract period any unsettled claim, dispute or difference arose between the parties, upon or in relation to or in connection with or in any way touching or concerning this tender/agreement/order/contract, the same shall be referred to the concerned Functional Director.

The Functional Director shall then nominate an Executive of the rank of General Manager whom he thinks fit and competent or a Committee of Executives who/which shall then scrutinise the claims/disputes that have been referred to the concerned functional Director and make efforts for amicable settlements by mutual discussions/negotiations.

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

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

(b) Arbitration (Applicable for Goods and Services)

Unresolved disputes/differences, if any, shall then be settled by arbitration. The Arbitration proceedings shall be conducted at Mumbai, India, in English Language, under the Arbitration and Conciliation Act, 1996.

MDL prefers to have arbitration through Institutes such as Indian Council of Arbitration (ICA)/ICA-DR, with the mutual consent of the parties.

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

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

29. **Jurisdiction of courts** (Applicable for Goods and Services)

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

30. **Contract labour (regulation and abolition) act 1970** (Applicable for Services)

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



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produced as and when demanded by the concerned authorities of Purchaser.

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

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

31. **Minimum wages act** (Applicable for Services)

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

The Contractor / Bidder must settle all the pending dues of the employees i.e. arrears of wages, proportionate leave wages, proportionate bonus payment, etc.

Before winding up the site, the Contractor / Bidder shall pay all terminal dues to his employees such as Notice pay, Gratuity, Retrenchment compensation, etc.

32. **Bonus Act** (Applicable for Services)

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

33. **Factories Act** (Applicable for Services)

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

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

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

34. **Employees' Provident Funds and Miscellaneous Provisions Act, 1952** (Applicable for Services)

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

- i. under the Employees' Provident Funds and Miscellaneous Act, 1952,
- ii. under the Family Pension Scheme, and
- iii. 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



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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 (Applicable for Services)

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

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

36. Safety:(Applicable for Goods & Services)

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

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



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37. Police verification of employees (Applicable for Services)

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

38. Force Majeure. (Applicable for Goods and Services)

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

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

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

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



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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



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Annexure-I

GCC (GENERAL CONDITIONS OF CONTRACT) ACCEPTANCE FORMAT:

General Conditions of Contract (GCC) for Goods and Services

To,
MAZAGON DOCK SHIPBUILDERS LIMITED
OUTSOURCING DEPARTMENT.

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

COMPANY'S NAME & ADDRESS:

SIGNATURE:

DATE:

NAME:

DESIGNATION:

BIDDER'S COMPANY SEAL:

NOTE:

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



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Annexure-J

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



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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. Bidder 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).



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Format for Compliance Certificate w.r.t. Land Border Clause (Annexure-L)

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

This declaration must form part of all tenders & it contains general information and serves as a declaration form for all bidder. (Before completing this declaration, bidder must study the General Conditions, Definitions, Govt Directives applicable in respect of Public Procurement No.1, 2 & 3) dtd 23 Jul 2020 & 24 Jul 2020 and OM No F.7/10/2021/-PPD(1) dated 23.02.2023 on Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017& prescribed tender conditions).

DECLARATION BY AUTHORISED SIGNATORY OF THE FIRM

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

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

2) I have read the Order (Public Procurement No.1, 2 & 3) dtd 23 Jul 2020 & 24 Jul 2020 and OM No F.7/10/2021/-PPD(1) dated 23.02.2023 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 have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that our Firm M/s..... is not from such a country and does not have any specified Transfer of Technology (TOT) from such a country or, if from such a country or if having specified TOT from such a country has been registered with the Competent Authority.

3) I certify that M/s(name of bidder entity) **is not from such a country or, is from such a country** (strike out whichever is not applicable). I hereby certify that this SUPPLIER fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority is attached]

4) I understand that the submission of incorrect data and / or if certificate / declaration given by M/s(name of bidder entity) is found to be false, this would be a ground for immediate termination and further legal action in accordance with law as per Clause 12 of the Public Order on Restrictions under Rule (xi) of the General Financial Rules (GFRs), 2017

AUTHORISED SIGNATURE: _____ **DATE:** _____

Seal / Stamp of Bidder



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Performance Security (PS) Bank Guarantee Format [Annexure-M](#)

(ILLUSTRATIVE FORMAT)

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

IN CONSIDERATION OF MAZAGON DOCK SHIPBUILDERS LIMITED, a company incorporated under the Companies Act 1956 and having its registered office at Dockyard Road, Mumbai 400010 (hereinafter referred to as the "the Purchaser" which expression shall, unless it be repugnant or contrary to the subject or context thereof, be deemed to mean and include its successors and assigns) having placed an order on Messers a partnership firm/sole proprietor business/a company registered under the Companies Act, 1956 having its office at(hereinafter called " the Contractor/ Supplier" which expression shall, unless it be repugnant or contrary to the subject or context thereof, be deemed to mean and include its successors and assigns) vide order No..... dated..... (hereinafter called "the order" which expression shall include any amendments/alterations to "the order" issued by "the Purchaser") for the supply , delivery at site, installation and commissioning of certain equipment, item/services/civil works etc. as stated in the said Order and the Purchaser having agreed with the Contractor/Supplier to accept a Bank Guarantee in lieu of Performance Security payable under the said order for the fulfillment and performance of the said order, We, Bank having office at (hereinafter referred to as "the Bank" which expression shall includes its successors and assigns) hereby agree to pay to the Purchaser without any demur on first demand an amount not exceeding Rs..... (Rupees.....only) being 5% (10% in case of Capital Procurement) of the order value against any loss or damage, costs, charges and expenses caused to or suffered by the Purchaser by reason of non performance and non-fulfillment or for any breach on the part of the Contractor / Supplier of any of the terms and conditions of the said order.

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

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

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



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

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

7. Notwithstanding anything contained herein above:

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

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

iii) We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before(validity + 60 days from the date of expiry of this guarantee).

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

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

For Bank
(by its constituted attorney)

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



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Annexure-N

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

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

1. IN CONSIDERATION OF MAZAGON DOCK SHIPBUILDERS LIMITED, a company incorporated under the Companies Act 1956 and having its registered office at Dockyard Road, Mumbai 400010 (hereinafter referred to as the "the Purchaser" which expression shall, unless it be repugnant or contrary to the subject or context thereof, be deemed to mean and include its successors and assigns) having placed an order on Messers a partnership firm/sole proprietor business/a company registered under the Companies Act, 1956 having its office at(hereinafter called " the Contractor/ Supplier" which expression shall, unless it be repugnant or contrary to the subject or context thereof, be deemed to mean and include its successors and assigns) vide 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 an unconditional and irrevocable Insurance Surety Bond in lieu of Performance Security payable under the said order for the fulfillment and performance of the said order, We, Surety Insurer having office at (hereinafter referred to as "the Surety" which expression shall includes its successors and assigns) hereby agree to pay to the Purchaser without any demur on first demand an amount not exceeding Rs..... (Rupees.....only) being 5% (10% in case of Capital Procurement) of the order value against any loss or damage, costs, charges and expenses caused to or suffered by the Purchaser by reason of non performance and non-fulfillment or for any breach on the part of the Contractor / Supplier of any of the terms and conditions of the said order.
2. We,the Surety further agree that the Purchaser shall be sole judge whether the said Contractor/Supplier has failed to perform or fulfil the said order in terms thereof or committed breach of any terms and conditions of the order and the extent of loss, damage, cost, charges and expenses suffered or incurred or would be suffered or incurred by the Purchaser on account thereof and we waive in the favour of the Purchaser all the rights and defences to which we as surety may be entitled to.
3. We, the Surety further agree that the amount demanded by the Purchaser as such shall be final and binding on the Surety as to the Surety's liability to pay and the amount demanded and the Surety undertake to pay the Purchaser the amount so demanded on first demand and without any demur notwithstanding any dispute raised by the Contractor/Supplier or any suit or other legal proceedings including arbitration pending before any court, tribunal or arbitrator relating thereto, our liability under this Bond being absolute and unconditional.
4. We, the Surety 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



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time of performance by the Supplier from time to time or to postpone for any time to time any of the powers exercisable by the Purchaser against the Contractor/ Supplier and to forbear to enforce any of the terms and conditions relating to the order and we shall not be relieved from our liability by reason of any such variation or extension being granted to the Contractor/ Supplier or for any forbearance, act or omission on the part of the Purchaser or any indulgence by the Purchaser to the Contractor/Supplier or by any such matter or things whatsoever which under the law relating to sureties would have the effect of relieving us.

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

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

7. Notwithstanding anything contained herein above:

- (i) Our liability under this Bond shall not exceed Rs.....
- (ii) This Surety Bond shall be valid upto and including; and
- (iii) We are liable to pay the Bond amount or any part thereof under this Surety Bond only and only if you serve upon us a written claim or demand on or before(validity + 4 weeks from the date of expiry of this Bond).

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

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

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



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Official Secret Act 1923 (ILLUSTRATIVE FORMAT)

Annexure -P

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 places.

COMPANY'S NAME & ADDRESS:

SIGNATURE: DATE: NAME: DESIGNATION:

BIDDER'S COMPANY SEAL:



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Annexure-G

Non-Disclosure Agreement Format

THIS NON DISCLOSURE Agreement made at Mumbai, India on this _____ day of _____ 2014 between Mazagon Dock Shipbuilders Limited a company registered under the Companies Act, 1956 and having its registered office at Dockyard Road, Mumbai-400 010 (hereinafter referred to as “MDL”) and _____ a company registered under the Companies Act, 1956 and having its registered office at _____ (hereinafter referred to as “_____”).

MDL and _____ shall hereinafter be collectively referred to as “the Parties” and individually as “a Party”.

WHEREAS

A*. MDL has floated a tender and is required to provide certain information to (name of the bidder) to prepare his bid and/or

AA **. The Parties are considering to enter into a _____ for which each Party shall provide information (“Disclosing Party”) to the other Party (“Receiving Party”) which at present is confidential and not in the public domain.

B. The Parties intend that the aforesaid information be kept confidential as between the Parties. The Parties undertake and declare that they shall not divulge, publish or reproduce the same before any party or person except in accordance with the terms of this Agreement.

NOW THEREFORE the Parties agree as follows:

1. As used in this Agreement (hereinafter referred to as the “Agreement”) the term “Confidential Information” shall mean any technical, confidential, proprietary or trade secret information or data disclosed by the Disclosing Party in connection with the _____ to the Receiving Party including without limitation any written or printed documents, specifications for the vessel, plans, general arrangement plans, production schedules, drawings, samples, models, information regarding business operations, financial information, marketing strategies, either in writing or orally or any means of disclosing such Confidential Information that the Disclosing Party may elect to use prior to the execution or during the validity of this Agreement. The Receiving Party agrees that all Confidential Information shall be treated as absolute confidential and the Receiving Party shall not disclose to any person such information otherwise than in terms of this Agreement. The Receiving Party will impose a similar duty of confidentiality on any person to whom the Receiving Party is permitted to transfer such information in accordance with the terms hereof.

For the purposes of this Agreement, the term “Receiving Party” shall mean and include its officers, employees, directors, agents, contractors, representatives, affiliated companies, successors and assigns.

2. Nothing in this Agreement may be construed as compelling the Disclosing Party to disclose any Confidential Information to the Receiving Party or to enter into any contractual relationships with the Receiving Party.

3. Any information or data in whatever form disclosed by the Disclosing Party to the Receiving Party and which (i) is clearly identified as Confidential Information by an appropriate and conspicuous marking or (ii) has been identified as Confidential Information at the time of disclosure shall be subject to the relevant terms and conditions of this Agreement. The Disclosing Party’s decision whether any information disclosed by it



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under this Agreement is confidential or not shall be final and binding on the Receiving Party.

4. The Receiving Party hereby covenants that the Confidential Information received from the Disclosing Party shall:

(a) Be safely kept by the Receiving Party; the Receiving Party shall protect the Confidential Information with the same degree of care as the Receiving Party uses with its own confidential information in order to prevent its disclosure, copy and / or its use (but in no event less than reasonable care) for purposes other than the Proposal.

(b) Be only disclosed to, and used by, those employees or directors who have a need to know.

(c) Not be disclosed to a third party except those with a need to know provided they receive such information subject to the same restrictions as are contained in this Agreement.

(d) Be used by the Receiving Party directly or indirectly, solely for the purpose of considering, evaluating and effecting the tender/bid/contract.

5. The Receiving Party shall promptly upon requests by the Disclosing Party at any time return all copies of the Confidential Information communicated to it hereunder together with all copies and extracts made thereof and shall not retain any copies of the same, in any form whatsoever.

6. The Receiving Party shall have no obligations or restrictions with respect to:

(a) Information publicly known through no wrongful act of the Receiving Party.

(b) Information rightfully disclosed by a third party without breach of this Agreement by the Receiving Party and which can be communicated without restriction.

(c) Information which was already known or which was independently developed by the Receiving Party (provided that the Receiving Party can demonstrate the same).

(d) Information, the disclosure of which the Disclosing Party authorizes in writing.

7. Nothing in this Agreement shall be construed as granting to the Receiving Party any patent, copyright or design license, or rights of use under similar intellectual property rights in respect of the Confidential Information.

8. The Receiving Party shall not without prior written consent of the Disclosing Party:

(a) Disclose to any person, directly or indirectly:

i) The fact that the Confidential Information has been made available to the Receiving Party by the Disclosing Party or that the Receiving Party has inspected any portion of the Confidential Information; or

ii) The fact that any discussion or negotiation is taking place concerning the Proposal; or

iii) Any of the terms, conditions or other facts with respect to the Proposal, including the status thereof; or

(b) Make any private or public announcement or statement concerning or relating to the Proposal.

9. The Disclosing Party represents and warrants that save as otherwise notified in writing to the Receiving Party:

a) Disclosure of information by it to the Receiving Party does not infringe the rights of any third party nor is it under any restriction with regard to the disclosure of any information, and that where applicable, it has obtained all licenses and consents necessary to enable the lawful disclosure of information by it to the Recipient; and

b) It is not aware of any restriction on the use of such information by the Receiving Party, save as provided in this Agreement.

c) To the effect that the foregoing representations and warranties shall be deemed to be given at the date of this Agreement and after that date upon and in respect of each disclosure.



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The Disclosing Party makes no warranty or representation whatsoever as to the accuracy, completeness, suitability or adequacy of any information or as to the results obtained from it and assumes no responsibility in respect of the use of the information by the Receiving Party.

10. The Receiving Party shall indemnify and hold harmless the Disclosing Party from and against any action, claim or proceeding and any loss, damage, costs, expenses or liabilities arising out of any such action, claim or proceeding, brought by any third party pursuant to any unauthorized disclosure or use of any information by the Receiving Party, or by any person for whom the Receiving Party is responsible under this Agreement, or pursuant to any breach of any undertaking, warranty or representation contained in this Agreement.

11. For the purposes of this Agreement 'Classified Information' shall mean information, documents and material of any kind which the respective Government i.e. Indian Government has given or caused to be given a security classification irrespective of whether the same is transmitted orally, electronically, in writing or by hand. Notwithstanding any other provision of this Agreement:

a) Each Party hereto undertakes to follow security procedures prescribed for military purposes with respect to disclosure, receipt, production, use and handling of Classified Information.

b) Any Classified Information, disclosed by one Party hereto shall be, whatever the method of disclosure be, identified by the Disclosing Party as Classified Information at the time of disclosure.

c) The provisions of this Clause are to remain in full force and effect notwithstanding any termination by expiration or otherwise of this Agreement.

12. In the event the Receiving Party is required to disclose Confidential Information under any provision of law or upon an action, subpoena or order of a court of competent jurisdiction or of any requirement of legal process regulation or governmental order, decree, regulation or rule, the Receiving Party will immediately notify the Disclosing Party of its having received a request to so disclose (alongwith the terms and circumstances thereof), unless otherwise prohibited by law and consult with the Disclosing Party on action or steps to be taken in response to such request.

13. This Agreement represents the entirety of the agreement of the Parties relating to the disclosure of the Confidential Information and shall not be waived, amended or assigned by the Receiving Party except by prior written consent of the Disclosing Party. No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

14. This Agreement shall be valid for a period of _____(_____) years from the date of its execution between the parties. Notwithstanding the aforesaid, the obligations of Parties in connection with confidentiality under this Agreement shall survive in perpetuity.

15. The foregoing constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes and cancels any prior representation, understanding and commitment (whether oral and written) made between the Parties with respect to or in connection with any of the matter of things to which this Agreement applies.

16. This Agreement shall be governed by and shall be interpreted in accordance with the laws of India.



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17. Any dispute arising in connection with or out of the validity, performance or the interpretation of this Agreement shall be finally settled by the competent jurisdiction in Mumbai.

18. The Receiving Party acknowledges that any breach of the terms and conditions of this Agreement may cause the Disclosing Party irreparable damage for which recovery of money damages would be inadequate. Therefore, the Receiving Party agrees that the Disclosing Party shall be entitled, in addition to any other remedies available to it, to seek injunctive relief and/or other equitable relief to prevent or restrain any breach by the Receiving Party or its employees/officials, or otherwise to protect its rights, under this Agreement.

19. Unless otherwise provided herein, all notices or other communications under or in connection with this Agreement shall be given in writing and may be sent by personal delivery or post or courier or facsimile at the address as specified herein below:

To MDL

To _____

Address:

Address:

Phone No.:

Phone No.:

Fax:

Fax No. :

E-mail:

E-mail:

Any such notice or other communication will be deemed to be effective if sent by personal delivery, when delivered, if sent by post, 4 (four) days after being deposited in the post and if sent by courier, one day after being deposited with the courier, and if sent by facsimile, when sent (on receipt of a confirmation to the correct facsimile number).

IN WITNESS WHEREOF, this Agreement is executed by authorized representatives of both the Parties in two (2) originals.

Signed by the within named
named
MDL

Signed by the within

In the presence of

In the presence of

Note: The above Agreement is to be drawn up by the contractor on non-judicial stamped paper of value Rs.100/-, if it executed in Maharashtra. However, for other places stamp duty is to be levied as per Stamp Act of respective States.



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Annexure F

INTEGRITY PACT

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

Preamble

The Principal/Buyer intends to award, under laid down organizational procedures, contract/s forThe Principal/Buyer values full compliance with all relevant laws of the and, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder(s) and /or Contractor(s).

In order to achieve these goals, the Principal/Buyer will appoint an Independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 - Commitments of the Principal/Buyer:

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

- a) No employee of the Principal/Buyer, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- b) The Principal/Buyer will during the tender process treat all Bidder(s) with equity and reason. The Principal/Buyer will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
- c) The Principal/Buyer will exclude from the process all known prejudiced persons.
- d) The Principal/Buyer undertakes to scrupulously follow the Purchase Manual containing Standard Terms & Conditions (STAC) and General Terms & Conditions (GT&C) in respect of procurement contracts for goods, services and civil works.

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

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

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

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



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

c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant Anti-Corruption Laws of India; further the Bidder(s)/Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to other, any information or document provided by the Principal/Buyer as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

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

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

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

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

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

(3) A person signing IP shall not approach the Courts while representing the matters to IEMs and he/she will await their decision in the matter.

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

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

1) If the Bidder(s)/Contractor(s) has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal/Buyer is entitled also to exclude the Bidder(s)/Contractor(s) from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances

of the case, in particular the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder(s) and the amount of the damage. The exclusion



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will be imposed for a minimum of six months and maximum of five years, which may be further extended at the discretion of the Principal/Buyer.

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

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

undertaking is given freely and after obtaining legal advice.

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

Section 4 – Sanctions for Violation:

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

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

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

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

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

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

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

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

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

i) If the Bidder or any employee of the Bidder or any person acting on behalf of the Bidder, either directly or indirectly, is closely related to any of the officers of the Buyer, or alternatively, if any close relative of an officer of the Buyer has financial interest/stake in the Bidder's firm,



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the same shall be disclosed by the Bidder at the time of filing of tender. Any failure to disclose the interest involved shall entitle the Buyer to rescind the contract without payment of any compensation to the Bidder. The term 'close relative' for this purpose would mean spouse whether residing with the Principal/Buyer's employee/employees or not, but not include a spouse

separated from the Principal/Buyer's employee/employees by a decree or order of a competent court; son or daughter or step son or step daughter and wholly dependent upon Principal/Buyer's employee/employees, but does not include a child or step child who is no longer in any way dependent upon the Principal/Buyer's employee/employees or of whose custody the Principal/Buyer's employee/employees has been deprived of by or under any law; any other person related, whether by blood or marriage, to the Principal/Buyer's employee/employees or to the Principal/Buyer's employee/employees wife or husband and wholly dependent upon Principal/Buyer's employee/employees.

j) The Bidder shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the Principal/Buyer, and if he does so, the Principal/Buyer shall be entitled forthwith to rescind the contract and all other contracts with the Bidder. The Bidder shall be liable to pay compensation for any loss or damage to the Principal/Buyer resulting from such rescission and the Principal/Buyer shall be entitled to deduct the amount so payable from the money(s) due to the Bidder.

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

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

Section 5 - Previous Transgression:

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

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

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

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

2) The Principal/Buyer will enter into agreements with identical conditions as this one with all bidder, contractors and subcontractors. In case of a joint venture, all the partner of the joint venture should sign the Integrity Pact. In case of sub-contracting, the principle contractor shall solely responsible for the adherence to the provisions of IP by the subcontractor(s)

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

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



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

Section 8 - Independent External Monitor/Monitors:

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

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

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

(4) The Principal/Buyer will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations, between the Principal/Buyer and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

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

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

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

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

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

Section 9 - Pact Duration:



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This pact begins when both parties have legally signed it. It expires for the Contractor **12 months** after the last payment under the contract and for all other Bidder **06 months** after the contract has been awarded. If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above unless it is discharged / determined by Chairman & Managing Director of the Principal/Buyer.

Section 10- Other provisions:

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

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

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

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

Section 11 – Fall Clause:

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

For & on behalf of
MAZAGON DOCKSHIPBUILDERS LIMITED
Bidder/Contractor
(Office Seal)
Place _____
Date _____

For & on behalf of

(Office Seal)

Witness 1:
(Name & Address)

Witness 2:
(Name & Address)

Annexure-I

GUIDELINES FOR INDIAN AGENTS OF FOREIGN SUPPLIERS

1.0 There shall be compulsory registration of agents for all Global (Open) Tender and Limited Tender.

An agent who is not registered with MDL shall apply for registration.

1.1 An agent shall represent only one Foreign Supplier and not represent two suppliers or quote on their behalf in the same tender. However, either the Indian Agent on behalf of the Foreign Suppliers



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

- 1.2 Registered agents will file an authenticated Photostat copy duly attested by a Notary Public/Original certificate of the principal confirming the agency agreement and giving the status being enjoyed by the agent and the commission/remuneration/salary/ retainer ship being paid by the principal to the agent before the placement of order by MDL.
- 1.3 Wherever the Indian representatives have communicated on behalf of their principals and the foreign parties have stated that they are not paying any commission to the Indian agents, and the Indian representative is working on the basis of salary or as retainer, a written declaration to this effect should be submitted by the party (i.e. Principal) before finalizing the order.

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

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

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

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

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

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

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

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

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

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

2.4 Failure to furnish correct and detailed information as called for in paragraph-2.0 above will render the concerned tender liable to rejection or in the event of a contract materializing, the same liable to termination by MDL. Besides this there would be a penalty of banning business dealings with MDL or damage or payment of a named sum.

Annexure-II

GUIDELINES ON BANNING OF BUSINESS DEALINGS

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1. Introduction

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

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

2. Scope

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

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

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

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

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

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

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



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3. Definitions

In these Guidelines, unless the context otherwise requires:

- i) 'Bidder / Contractor / Supplier / Purchaser / Customer' shall mean and include a public limited company or a private limited company, a firm whether registered or not, an individual, a cooperative society or an association or a group of persons engaged in any commerce, trade, industry, etc. 'Bidder / Contractor / Supplier / Purchaser / Customer' in the context of these guidelines is indicated as 'Agency'.
- ii) 'Inter-connected Agency' shall mean two or more companies having any of the following features:
 - a) If one is a subsidiary of the other.
 - b) If the Director(s), Partner(s), Manager(s) or Representative(s) are common;
 - c) If management is common;
 - d) If one owns or controls the other in any manner;
- iii) 'Competent Authority' and 'Appellate Authority' shall mean the following:
 - a) Functional Director shall be the 'Competent Authority' for the purpose of these guidelines. CMD, MDL shall be the 'Appellate Authority'.
 - b) CMD, MDL shall have overall power to take suo-moto action on any information available or received by him and pass such order(s) as he may think appropriate, including modifying the order(s) passed by any authority under these guidelines.
- iv) 'Investigating Department' shall mean any Department or Unit investigating into the conduct of the Agency and shall include the Vigilance Department, Central Bureau of Investigation, the State Police or any other department set up by the Central or State Government having powers to investigate.
- v) 'List of approved Agencies – 'Bidder / Contractors / Suppliers / Purchasers / Customers shall mean and include list of approved / registered Agencies - 'Bidder / Contractors / Suppliers / Purchasers / Customers, etc.

4. Initiation of Banning / Suspension

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

5. Suspension of Business Dealings

- 5.1 If the conduct of any Agency dealing with MDL is under investigation by any department, the Competent Authority may consider whether the allegations under investigation are of a serious nature and whether pending investigation, it would be advisable to continue business dealing with the Agency. If the Competent Authority, after consideration of the matter including the recommendation of the Investigating Department, if any, decides that it would not be in the interest to continue business dealings pending investigation, it may suspend business dealings with the Agency. The order to this effect may indicate a brief of the charges under investigation. If it is decided that inter-connected Agencies would also come within the ambit of the order of suspension, the same should be specifically stated in the order. The order of suspension would operate for a period not more than six months and may be communicated to the Agency as also to the Investigating Department. The Investigating Department may ensure that their investigation is completed and whole process of final order is over within such period.
- 5.2 The order of suspension shall be communicated to all Commercial Departmental Heads. During the period of suspension, no business dealing may be held with the Agency.
- 5.3 As far as possible, the existing contract(s) with the Agency may continue unless the Competent Authority, having regard to the circumstances of the case, decides otherwise.
- 5.4 If the gravity of the misconduct under investigation is very serious and it would not be in the interest of MDL, as a whole, to deal with such an Agency pending investigation, the Competent Authority may order suspension of business dealing with Agency and send his recommendation to Chief Vigilance Officer (CVO), MDL alongwith the material available, copy of which may be issued to the Agency concerned with intimation to CVO MDL. Such an order would operate for a period of six months from the date of issue.
- 5.5 If the Agency concerned asks for detailed reasons of suspension, the Agency may be informed that its conduct is under investigation. It is not necessary to enter into correspondence or argument with the Agency at this stage.



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

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

- 6.1 If the security consideration, including questions of loyalty of the Agency to the State, so warrants;
- 6.2 If the Director / Owner of the Agency, proprietor or partner of the firm, is convicted by a Court of Law for offences involving moral turpitude in relation to its business dealings with the Government or any other public sector enterprises or MDL, during the last five years;
- 6.3 If there is strong justification for believing that the Directors, Proprietors, Partners, owner of the Agency have been guilty of malpractices such as bribery, corruption, fraud, substitution of tenders, interpolations, etc;
- 6.4 If the Agency continuously refuses to return / refund the dues of MDL without showing adequate reason and this is not due to any reasonable dispute which would attract proceedings in arbitration or Court of Law;
- 6.5 If the Agency employs a public servant dismissed / removed or employs a person convicted for an offence involving corruption or abetment of such offence;
- 6.6 If business dealings with the Agency have been banned/blacklisted by Government Agencies/ Statutory bodies, DGQA, Defence Shipyards, DPSUs or with whom commercial transactions have been suspended for sufficient and justifiable reasons. If the Agency having same promoters/Directors /Partners as the barred/blacklisted Company as at 6.6 above for the duration for which the barring/ blacklisting of sister concern persists.
- 6.7 If the Agency has resorted to Corrupt, fraudulent practices including misrepresentation of facts; If the agency who had fraudulently dealt with the Company for pecuniary gains or had connived with dealing officers for mutual benefit.
- 6.8 If the Agency uses intimidation / threatening or brings undue outside pressure on the MDL or its official in acceptance / performances of the job under the contract;
- 6.9 If the Agency indulges in repeated and / or deliberate use of delay tactics in complying with contractual stipulations;
- 6.10 Wilful indulgence by the Agency in supplying sub-standard material irrespective of whether pre-despatch inspection was carried out by MDL or not;
- 6.11 Based on the findings of the investigation report of CBI / Police against the Agency for malafide / unlawful acts or improper conduct on his part in matters relating to the MDL or even otherwise;
- 6.12 Established litigant nature of the Agency to derive undue benefit;
- 6.13 Continued poor performance of the Agency in several contracts;
- 6.14 If the Agency misuses the premises or facilities of the MDL, forcefully occupies, tampers or damages the Company's properties including land, water resources, forests / trees, etc. If the Agency who knowingly collude to defeat competition with the aim of deriving undeserved profit or gain from doing business with MDL. (Note: The examples given above are only illustrative and not exhaustive. The Competent Authority may decide to ban business dealing for any good and sufficient reason).

7. Banning of Business Dealings

- 7.1 Decision to ban business dealings with any Agency would apply throughout the Company.
- 7.2 There will be a Standing Committee to be appointed by the CMD which may include HOD of respective Commercial Section/Capital Works/OTS, HOD (M), rep of Legal Deptt. and OIC (SR&R) for processing the cases of "Banning of Business Dealings". The functions of the committee shall, inter-alia include:
 - i) To study the report of the Investigating Agency and decide if a prima-facie case for banning exists, if not, send back the case to the Competent Authority.
 - ii) To recommend for issue of show-cause notice to the Agency by the concerned department.
 - iii) To examine the reply to show-cause notice and call the Agency for personal hearing, if required.
 - iv) To submit final recommendation to the Competent Authority for banning or otherwise.
- 7.3 If the Competent Authority is prima-facie of view that action for banning business dealings with the Agency is called for, a show-cause notice may be issued to the Agency as per paragraph 9.1 and an enquiry held accordingly.

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



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- 8.1 If the Competent Authority decides that the charge against the Agency is of a minor nature, it may issue a show-cause notice as to why the name of the Agency should not be removed from the list of approved Agencies - Suppliers / Contractors, etc.
- 8.2 The effect of such an order would be that the Agency would not be disqualified from competing in Open Tender Enquiries but LTE may not be given to the Agency concerned.
- 8.3 Past performance of the Agency may be taken into account while processing for approval of the Competent Authority for awarding the contract.

9. Show-cause Notice

- 9.1 In case where the Competent Authority decides that action against an Agency is called for, a show-cause notice has to be issued to the Agency. Statement containing the imputation of misconduct or mis-behaviour may be appended to the show-cause notice and the Agency should be asked to submit within 15 days a written statement in its defence.
- 9.2 If the Agency requests for inspection of any relevant document in possession of MDL, necessary facility for inspection of documents may be provided.
- 9.3 The Competent Authority may consider and pass an appropriate speaking order:
 - a) For exonerating the Agency if the charges are not established;
 - b) For removing the Agency from the list of approved Suppliers / Contractors, etc.
 - c) For banning the business dealing with the Agency.
- 9.4 If it decides to ban business dealings, the period for which the ban would be operative may be mentioned. The order may also mention that the ban would extend to the interconnected Agencies of the Agency.

10. Appeal against the Decision of the Competent Authority

- 10.1 The Agency may file an appeal against the order of the Competent Authority banning business dealing, etc. The appeal shall lie to Appellate Authority. Such an appeal shall be preferred within one month from the date of receipt of the order banning business dealing, etc.
- 10.2 Appellate Authority would consider the appeal and pass appropriate order which shall be communicated to the Agency as well as the Competent Authority.

11. Review of the Decision by the Competent Authority

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

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

- 12.1 Depending upon the gravity of misconduct established, the Competent Authority may direct HOD (Materials)/OIC (SR&R) to circulate the names of Agency with whom business dealings have been banned, to the Government Departments, other Public Sector Enterprises, etc. for such action as they deem appropriate.
- 12.2 If Government Departments or a Public Sector Enterprise request for more information about the Agency with whom business dealings have been banned, a copy of the report of Inquiring Authority together with a copy of the order of the Competent Authority / Appellate Authority may be supplied.
- 12.3 If business dealings with any Agency have been banned by the Central or State Government or any other Public Sector Enterprise, MDL may, without any further enquiry or investigation, issue an order banning business dealing with the Agency and its interconnected Agencies.



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[Annexure – Q](#)

DECLARATION BY BIDDER REGARDING CONFLICT OF INTEREST AMONG BIDDERS

Tender No.:.....

Dated:.....

- i. I have read the relevant tender clause for. “CONFLICT OF INTEREST AMONG BIDDERS”; I certify that our Firm M/s.....is not having any conflict of interest with any bidder/agent participating in this bidding process.

I hereby certify that our Firm M/s.....fulfils all requirements in this regard and is eligible to be considered for subject tender.

COMPANY’S NAME & ADDRESS:

SIGNATURE:

DATE:

NAME:

DESIGNATION:

BIDDER’S COMPANY SEAL:



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Annexure R

SITE VISIT DECLARATION FORM

1. (Form to be prepared by the bidders on their letter head and may be uploaded in ONLINE PART 1 BID)

2. Ref: Tender No: _____ Tender Description: - Outsourcing installation of water jet propulsion system for 04 Nos of fast patrol vessels (FPVs).

3. The undersigned have visited MDL site and have understood the scope of work given in the tender. After understanding the same, we confirm that we have seen the sample drawings and quoted price / rates is in line with the required scope of work.

4. COMPANY _____ NAME _____
SIGNATURE.....

MDL Executive
NAME.....
DESIGNATION.....

SEAL OF THE COMPANY
DATE



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Annexure-S

LOADING FACTORS FOR RANKING OF BIDS:

(Illustrative format)

A.

Sr.No.	Description	Foreign Supplier	Indigenous Supplier
1	Basic price Quoted	a) FOB b) CIF	a) Ex Works b) Delivered to MDL stores
2	Add: insurance charges	In case of 1(a)	In case of 1(a)
3	Add Sea/Air Freight charges / Inland Road Transport	In case of 1(a)	In case of 1(a)
4	Customs Clearance / Port Handling / Transportation to Yard	In either case i.e. FOB or CIF Price	NIL
5	Cost (ex-MDL) excluding taxes & duties without loading towards any deviations	Sr.Nos. (1+2+3+4) if FOB price quoted OR CIF price + Sr.No.4	Sr.Nos. (1+2+3)

B. Loading due to variations in Financial Term.

Sr.No.	Description	Foreign Supplier	Indigenous Supplier
6	Variation in payment Terms		
7	Cost (ex-MDL) excluding taxes & duties after loading for variations in financial term.	Sr.Nos. 5 + 6	

C. Loading on Account of deviations in following commercial terms

Sr.No.	Description	Foreign Supplier	Indigenous Supplier
8	Security Deposit / Contract performance guarantee.		
9	Equipment Performance guarantee		
10	Additional delivery period sought over stipulated period as per Tender		
11	Additional time sought for supplying binding data.		
12	Liquidated damages per week rate / maximum ceiling		
13	Warranty / Guarantee		
14	Cost (ex-MDL) excluding taxes & duties after loading for variations on account of financial and commercial terms.	Sr.Nos.7 + 8 +9 + 10 +11+ 12 +13	

D. Landed Cost:

Sr.No.	Description	Foreign Supplier	Indigenous Supplier
15	Taxes & Duties		
16	Landed C	Sr.Nos.14 + 15	