निविदा पूछताछ
TENDER ENQUIRY

[एकल निविदा]
[SINGLE 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	1700000779
क्रय अधिकारी/Purchase Exec.	V M Suryawanshi
सेवा में /To	
दूरभाष सं./Telephone	
फैक्स सं./Fax	
ई-मेल/E-Mail	

विभाग/Department	PROJECT-COMMERCIAL
क्रय अधिकारी/Purchase Exec.	V M Suryawanshi
दूरभाष सं./Telephone No	23762744
फैक्स सं./Fax No	23744709
ई-मेल/E-Mail	
निविदा सं./Tender No	1700000779
निविदा तिथि/ Tender Date	19.10.2026
निविदा बंद की तिथि/Tender Closing Date	26.10.2026
निविदा बंद होने का समय/Tender Closing Time	14:00:00
आरएफक्यू सं./RFQ No	2160000652

निविदा शुल्क/Tender Fee	रू/Rs	0.00
बयाना राशि/EMD Amount	रू/Rs	0.00

पुर्व बिड बैठक तिथि और समय/Pre Bid Meeting Date & Time	,00:00:00
निविदा खोलने की तिथि और समय/Tender Opening Date & Time	27.10.2026,14:00:00
प्रस्ताव वैधता तिथि है/Offer should be valid up to	23.04.2027
सुरक्षा जमा/Security Deposit	0.00 %आदेश मूल्य का/PO value
वरीय बैंक जमानत /Perf. Bank Guarantee	5.00 %आदेश मूल्य का/PO value

(आगे के विवरण हेतु कृपया सम्बंद्ध नियम शर्तों को पढ़े। 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:- PROCUREMENT OF ADDITIONAL B & D SPARES OF CPP & SHAFTING OF P17A.

माझगाँव डॉक शिपबिल्डर्स लिमिटेड प्रतिष्ठित/संभावित आपूर्तिकर्ताओं से निम्न हेतु, प्रतियोगितात्मक दो बोली प्रणाली में (भाग -। तकनिकी - वाणिज्य बोली एवं भाग ।। 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 - । Techno - Commercial Bid & Part - ।। Price Bid).

क्र सं. SL.No.	सामग्री / सेवा विवरण Material / Service Details	मात्रा / इकाई Quantity / unit	आपूर्ति तिथि Delivery Date
00100	सामग्री सं./ Material Number :- Stern Tube Bearing सामग्री वर्णन/Material Description :Item Description :-Stern Tube Bearing Item Part No :-RRM000266721	5 Number	31.07.2027

क्र सं. SL.No.	सामग्री / सेवा विवरण Material / Service Details	मात्रा / इकाई Quantity / unit	आपूर्ति तिथि Delivery Date
00200	सामग्री सं./ Material Number :- Stern Tube Bearing सामग्री वर्णन/Material Description :Item Description :-Stern Tube Bearing Item Part No :-RRM000266795	5 Number	31.07.2027
00300	सामग्री सं./ Material Number :- Sleeve सामग्री वर्णन/Material Description :Item Description :-Sleeve Item Part No :-RRM000342599	5 Number	31.07.2027
00400	सामग्री सं./ Material Number :- Sleeve सामग्री वर्णन/Material Description :Item Description :-Sleeve Item Part No :-RRM000342600	5 Number	31.07.2027
00500	सामग्री सं./ Material Number :- Propeller Blade सामग्री वर्णन/Material Description :Item Description :-Propeller Blade Item Part No :-RRM000309537	6 Number	31.07.2027
00600	सामग्री सं./ Material Number :- Propeller Blade सामग्री वर्णन/Material Description :Item Description :-Propeller Blade Item Part No :-RRM000309533	6 Number	31.07.2027
00700	सामग्री सं./ Material Number :- Bearing सामग्री वर्णन/Material Description :Item Description :-Bearing Item Part No :-RRM000343561	5 Number	31.07.2027
00800	सामग्री सं./ Material Number :- Bearing सामग्री वर्णन/Material Description :Item Description :-Bearing Item Part No :-RRM000343563	5 Number	31.07.2027
00900	सामग्री सं./ Material Number :- Repair Kit सामग्री वर्णन/Material Description :Item Description :-Repair Kit Item Part No :-RRM000355650	8 Number	31.07.2027

निविदा सं./ Tender No:- 1700000779 निविदा तिथि/ Tender Date:- 19.10.2026 आरएफक्यू सं./RFQ No:- 2160000652

क्र सं. SL.No.	सामग्री / सेवा विवरण Material / Service Details	मात्रा / इकाई Quantity / unit	आपूर्ति तिथि Delivery Date
01000	सामग्री सं./ Material Number :- Fitting Bolt सामग्री वर्णन/Material Description :Item Description :-Fitting Bolt Item Part No :-RRM000267817	8 Number	31.07.2027
01100	सामग्री सं./ Material Number :- Fitting Bolt सामग्री वर्णन/Material Description :Item Description :-Fitting Bolt Item Part No :-RRM000317462	10 Number	31.07.2027
01200	सामग्री सं./ Material Number :- Stern Tube Bearing सामग्री वर्णन/Material Description :Item Description :-Stern Tube Bearing Item Part No :-RRM000343564	8 Number	31.07.2027
01300	सामग्री सं./ Material Number :- Fitting Bolt सामग्री वर्णन/Material Description :Item Description :-Fitting Bolt Item Part No :-RRM000267815	8 Number	31.07.2027
01400	सामग्री सं./ Material Number :- Fitting Bolt सामग्री वर्णन/Material Description :Item Description :-Fitting Bolt Item Part No :-RRM000267474	8 Number	31.07.2027
01500	सामग्री सं./ Material Number :- Spare Part kit सामग्री वर्णन/Material Description :Item Description :-Spare Part kit Item Part No :-RRM000267075	8 Number	31.07.2027
01600	सामग्री सं./ Material Number :- Temperature Sensor सामग्री वर्णन/Material Description :Item Description :-Temperature Sensor Item Part No :-RRM000355601	10 Number	31.07.2027
01700	सामग्री सं./ Material Number :- Temperature Sensor सामग्री वर्णन/Material Description :Item Description :-Temperature Sensor Item Part No :-RRM000355603	10 Number	31.07.2027

क्र सं. SL.No.	सामग्री / सेवा विवरण Material / Service Details	मात्रा / इकाई Quantity / unit	आपूर्ति तिथि Delivery Date
01800	सामग्री सं./ Material Number :- Cooler सामग्री वर्णन/Material Description :Item Description :-Cooler Item Part No :-RRM000299221	4 Number	31.07.2027
01900	सामग्री सं./ Material Number :- Current Transducer सामग्री वर्णन/Material Description :Item Description :-Current Transducer Item Part No :-RRM000355608	46 Number	31.07.2027
02000	सामग्री सं./ Material Number :- Seal सामग्री वर्णन/Material Description :Item Description :-Seal Item Part No :-RRM000355640	12 Number	31.07.2027
02100	सामग्री सं./ Material Number :- Printed Circuit Board सामग्री वर्णन/Material Description :Item Description :-Printed Circuit Board Item Part No :-R952982A	6 Number	31.07.2027
02200	सामग्री सं./ Material Number :- Printed Circuit Board सामग्री वर्णन/Material Description :Item Description :-Printed Circuit Board Item Part No :-RRM00036080	6 Number	31.07.2027
02300	सामग्री सं./ Material Number :- Feedback Unit सामग्री वर्णन/Material Description :Item Description :-Feedback Unit Item Part No :-K180222	6 Number	31.07.2027
02400	सामग्री सं./ Material Number :- Pressure Relief Valve सामग्री वर्णन/Material Description :Item Description :-Pressure Relief Valve Item Part No :-RRM000256360	12 Number	31.07.2027
02500	सामग्री सं./ Material Number :- Printed Circuit Board सामग्री वर्णन/Material Description :Item Description :-Printed Circuit Board Item Part No :-F004552	5 Number	31.07.2027

क्र सं. SL.No.	सामग्री / सेवा विवरण Material / Service Details	मात्रा / इकाई Quantity / unit	आपूर्ति तिथि Delivery Date
02600	सामग्री सं./ Material Number :- Seal सामग्री वर्णन/Material Description :Item Description :-Seal Item Part No :-RRM000342603	5 Number	31.07.2027
02700	सामग्री सं./ Material Number :- Spare Part kit सामग्री वर्णन/Material Description :Item Description :-Spare Part kit Item Part No :-RRM000274703	5 Number	31.07.2027
02800	सामग्री सं./ Material Number :- O-Ring सामग्री वर्णन/Material Description :Item Description :-O-Ring Item Part No :-F088595	13 Number	31.07.2027
02900	सामग्री सं./ Material Number :- Valve सामग्री वर्णन/Material Description :Item Description :-Valve Item Part No :-K191143	13 Number	31.07.2027
03000	सामग्री सं./ Material Number :- Ball Valve सामग्री वर्णन/Material Description :Item Description :-Ball Valve Item Part No :-RRM000355648	12 Number	31.07.2027
03100	सामग्री सं./ Material Number :- Spare Part kit सामग्री वर्णन/Material Description :Item Description :-Spare Part kit Item Part No :-R154372A	12 Number	31.07.2027
03200	सामग्री सं./ Material Number :- Printed Circuit Board सामग्री वर्णन/Material Description :Item Description :-Printed Circuit Board Item Part No :-F004539	12 Number	31.07.2027
03300	सामग्री सं./ Material Number :- Transmitter सामग्री वर्णन/Material Description :Item Description :-Transmitter Item Part No :-F070553	18 Number	31.07.2027

क्र सं. SL.No.	सामग्री / सेवा विवरण Material / Service Details	मात्रा / इकाई Quantity / unit	आपूर्ति तिथि Delivery Date
03400	सामग्री सं./ Material Number :- Printed Circuit Board सामग्री वर्णन/Material Description :Item Description :-Printed Circuit Board Item Part No :-RRM00006150	12 Number	31.07.2027
03500	सामग्री सं./ Material Number :- Hose सामग्री वर्णन/Material Description :Item Description :-Hose Item Part No :-RRM000293725	2 Number	31.07.2027
03600	सामग्री सं./ Material Number :- Needle Valve सामग्री वर्णन/Material Description :Item Description :-Needle Valve Item Part No :-RRM000256391	12 Number	31.07.2027

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

TENDER ENQUIRY FORM

PREAMBLE:

(a) Mazagon Dock Shipbuilders Limited (MDL), Mumbai is India's leading Shipbuilding Company with ISO 9001:2015 accreditation.

(b) Mazagon Dock Shipbuilders Limited, invites e-offers in two bid system i.e. Part-I (Techno Commercial Bid) and Part-II (Price Bid) from **M/s Kongsberg Maritime AB, Sweden** through MDL e-procurement portal (https://eprocuremdl.nic.in) for additional B&D Spares of **CPP & Shafting** for 07 ships of P17A.

1. **DESCRIPTION OF WORK:** Procurement of additional B & D spares of **CPP & Shafting** for 07 ships of Project-17A.

   Note: Bidder shall mandatorily submit details of B&D Spares in ILMS V2 format (enclosed) along with delivery of spares both in soft copy (CD or Pen Drive) and Hard Copy to Material Organization (MO), Visakhapatnam and one set (both soft & hard copy) to MDL.

2. **TECHNICAL SPECIFICATION**:
   For technical specification and other technical details refer our previous Purchase order: 3390000015

3. **SUBMISSION OF OFFER IN TWO BID:** Offer must be submitted in two parts as follows:

   a) Part I (Techno Commercial Bid): The bidder shall ensure following are essentially included in the Part-I bid:

   (i) Blank rate sheet indicating quoted/not quoted against each line item as per the format attached.

   (ii) Document pertaining to Land Border Clause of this tender to be submitted. (Format for same is enclosed)

   (iii) Acceptance of Tender terms including GCC in the prescribed format duly 'Accepted OR Not Accepted' as applicable and deviations, if any, for each of the clause.

   (iv) Bidder should enclose the additional documents as applicable to this tender.

   (v) Lists of B&D spares for 7 Ships in excel format (ILMS V2) as per tender.

   (vi) Signed and Stamped Integrity Pact (IP).

   (vii) Bidder contact details as per attached enclosure.

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

   b) Part-II (Price Bid): Prices for each of the listed items has to be uploaded strictly in the prescribed format provided in the e-procurement portal. Bids received other than this given format will be rejected.

   Note: In any case it is mandatory to quote for all line items as per tender. If it is found after opening of price bids that the price quoted for a particular line item is

'zero' or supplier has not quoted the price and left the price field blank, then supplier has to supply this/these items free of cost to MDL.

4. **VALIDITY PERIOD OF OFFER**: Bid / Offer shall have the validity period of **180 days** from the tender closing date.

5. **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. Bidders to note that they shall not be provided any opportunity to rectify these conditions/deviations post bid opening.

i. Bid received other than through e-portal.

b) Liable Rejection Criteria:

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

6. **BREACH OF OBLIGATION CLAUSE WITH RESPECT TO BID SUBMITTED:**

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

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

7. **DELIVERY TERMS & PRICING:**

(a) Delivery terms: CIF, Visakhapatnam Port, India (Incoterm 2020)

(b) Prices of all items of B &D spares listed in the price sheet are to be quoted for delivery on CIF, Visakhapatnam Port, India (Incoterm 2020).

(c) The prices quoted shall remain firm and fixed during the currency of the order / contract unless agreed otherwise by MDL.

(d) Packing details such as size, weight etc. of the equipment/items to be mentioned and each item to be endorsed/stamped by Inspection Agency.

8. **TAXES & DUTIES:**

(a) For Foreign Bidders, taxes & duties as applicable to be borne by buyer & seller in their own country i.e MDL will bear the taxes & duties applicable within India and for outside India same will be borne by seller/bidder.

9. **MODE OF DISPATCH**: Sea / Air.

10. **CONSIGNEE:**

(a) B & D spares to be delivered at following address:

The Material Superintendent

Controller of Warehousing,
Material Organization, Kancharapalem
Visakhapatnam- 530008.

Note:-In order to avoid inconvenience during the delivery of material, it is advisable for supplier to depute their representative in their own interest to coordinate the activities between the transporter and stores.

(b) The consignment must be delivered by giving at least 45 days' advance notice to Material Superintendent, Visakhapatnam, under intimation to MDL clearly indicating weight, dimensions of the consignment etc.

(c) The following Documents should be sent along with the consignment of B&D Spares as applicable:

- Copy of MDL Purchase Order & subsequent amendments issued to it, if any.
- Copy of Invoice,
- Inspection Release Note (IRN) issued by inspection agency.
- Delivery Challans clearly indicating MDL Purchase Order No, Inspection Note Details and Packing List co-relating the items in the inspection report.
- Copy of Warranty Certificate, Preservation Certificate etc. as relevant.

11. DELIVERY PERIOD/COMPLETION SCHEDULE:

(a) Bidders are advised to submit their bids as per delivery schedule indicated in the tender.

Description	Delivery date
Additional B & D spares	31.07.2027 or 8 months from the date of placement of order whichever is later.

(b) **Part Delivery**: Part Delivery / Supply is acceptable.

12. PERFORMANCE SECURITY (Performance Bank Guarantee cum Security Deposit) (PSBG):

(a) Performance Security(PS) for an amount equal to 5% of order value (excluding taxes, duties) payable in currency of purchase order shall be submitted within 25 days after notification of the award of contract and it should remain valid for a period of 60 (sixty) days beyond the date of completion of all contractual obligations of the supplier, including warranty obligations.

(b) Performance security may be furnished in the form of NEFT /Online (MDL website) Demand Draft / Pay order / Bank Guarantee / Insurance Security Bond / e-Bank Guarantee in favor of Mazagon Dock Shipbuilders Limited, Mumbai from the list of Banks approved by SBI / Canara Bank published on MDL website.

(c) Non submission of PS with in stipulated time period may lead to cancellation of order by MDL at risk and cost of seller. In case cancellation of order is not opted by the buyer and seller has already commenced supply / services, MDL shall withhold 5% of order value from his bills in lieu of PS. In such case, interest will be recovered for the delayed period starting from 26th day of transmission / notification of order/contract by any mode and amount involved at the relevant

rate of interest. For foreign supplier, the interest will be EUROBOR/LIBOR plus 2%.

(d) In case of foreign bidders, the performance security must conform to Uniform Rules for Demand Guarantees (URDG 758) - an international convention regulating international securities.

(e) The performance security 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 including the warranty under the contract.

(f) Where the duration of contract is very long and banks are unwilling to issue BGs for long duration, rolling bank guarantee towards performance security can be submitted where it will be valid for at least one year with claim period of three months within which the same can be extended for further period by amendment.

(g) Performance security on reducing balance can be accepted when the contract period extends beyond one year. This will be effective on completion of one year and thereafter on six monthly / yearly basis.

(h) In the event of defects due to poor workmanship leading to non-performance of the Equipment/Item and bidder failure to attend the defects within a reasonable period of time, the PSBG will be enchased by MDL. MDL's decision in this regard shall be final and binding on the supplier / contractor.

(i) In the event of postponing of delivery of deliverables or extension of guarantee desired & sought by MDL, the Performance Security has to be extended and its amendment charges shall be borne by supplier.

13. **INSPECTION**:

(a) Inspection Agency will be IACS. IACS agency Charges to be borne by Supplier.

(b) The decision of the Inspecting Authority or their representatives, as the case may be, on any question of the intent, meaning and the scope of Specifications Standards shall be final, conclusive and binding on the Bidder/ Supplier / Contractor.

(c) The Bidder / Supplier / Contractor shall accord all facilities to Purchaser's Inspectors / Nominated Agency to carry out Inspection / Testing during course of manufacture / final testing.

(d) Bidder shall directly offer for inspection agency through a call letter under intimation to us and ensure readiness of the items offered for inspection on the scheduled date & time.

(e) Receipt Inspection: At MO Visakhapatnam. MDL /Indian Navy(IN) and a representative of Bidder/Supplier/Contractor shall carry out necessary inspection of the items on receipt, on the basis of an appropriate quality assurance system and inspection system requirements along with representative of the Owner. Any objection raised by MDL/ IN Quality Control Team against quality of materials or workmanship shall be satisfactorily corrected by the Contractor within the terms of the warranty clause within shortest possible time. Risk shall be determined by the delivery Incoterm (2020). If the risk is that of the Contractor, items damaged during transit shall also be rectified/replaced by the Contractor within shortest possible time.

(f) Rejection of the material: At receipt inspection should the articles or Any portion of the equipment found defective/rejected, the firm shall collect the same at his cost from MO Visakhapatnam. All incidental charges are to be borne by firm, (inclusive of custom duty, if payable), within 30 days from the date of

intimation to the firm of such rejection. MDL/Indian Navy/MO reserves the rights to dispose-off the rejected item at the end of a total period of 90 days in any manner, to the best advantage to the MDL/IN & recover storage charges & any consequential damages, from sale proceeds of such disposal.

14. **PAYMENT TERMS**:

(a) Payment of 80% of the value of the supplies and as reduced by any deductibles and / or the amount leviable towards liquidated damages if any shall be made against delivery as per tender terms.

(b) Payment of the balance value of the supplies (i.e. 20%) shall be payable as reduced by any deductibles and / or the amount leviable towards liquidated damages, if any, subject to the following:

i. On receipt of ink signed copy of Stores Receipt Voucher (SRV) from Material Organization, Visakhapatnam.
ii. Settlement and resolution of outstanding issues including those related to delivery and ILMS V2 format if any.
iii. Submission of PSBG for an amount of 5% of order value, valid up to agreed Warranty period plus one-month claim period.

Part Payment: MDL will prefer to have the entire item within stipulated delivery period. However, in exceptional circumstances, Lot/part supply may be considered.

15. **PAYMENT MODE**:

(a) 80% of value of consignment will be made by irrevocable letter of credit (L/C) established through our bankers. LC will be opened 60 days before latest date of shipment. However, Bidders need to inform at least 75 days in advance for readiness of the equipment for shipment for processing the opening of LC. For payment through LC following LC documents to be submitted:

i) Set of Original + 2 Copies of signed Invoice showing item-wise prices as per the order.
ii) Set of Original + 2 Copies of signed Packing List clearly showing list of items packed.
iii) Set of Original + 2 Copies of Clean Air Way Bill / Bill of lading made in the name of MDL's Bank and Marked as freight to pay.
iv) Set of Original + 2 Copies Certificate of approval OR Release Note from MDL nominated Inspection agency.
v) Original + 2 copies of Warranty/Guarantee Certificate
vi) Certificate of country of origin of the goods to be given by the seller or a recognized chamber of commerce or another agency designated by the local Government for this purpose.
vii) Original + 2 copies of Insurance
viii) Certificate Confirming that supplier has couriered / dispatched _____ sets of Non Negotiable Documents comprising of all required technical documents as applicable and of Signed Invoices, Packing Lists, Bill of Lading/AWB marked as Freight Paid, Insurance Policy/Document, Freight Paid Certificate, MDL nominated Inspection Agency's Certificate of approval, Country of Origin Certificate, Guarantee/Warranty Certificate, Performance Bank Guarantee, directly to MDL.
ix) Original + 2 Copies of the Certificate issued by the classified society confirming seaworthiness of the vessel and that the shipment is made on

vessels of not more than 15 years' vintage. Original + 2 copies of Guarantee Certificate

x) Certificate issued by MDL confirming that the delivery is made in time and no liquidated damages / penalty is applicable OR in case of delays, admissible amount of liquidated damages/ penalty will be specified by MDL in this certificate for reduction of equal amount from supplier's invoice.

xi) Certificate confirming that the shipping instructions (inclusive of packing) have been followed while packing / shipment and forwarding of details for Freight and insurance to MDL.

(b) Payment of the balance value of the supplies (i.e. 20%) shall be payable as reduced by any deductibles and / or the amount leviable towards liquidated damages, if any, through direct remittance/ SWIFT.

Note:

1. All shipping documents such as Airway Bill/Bill of lading, Invoice, Packing List must also indicate the followings:
   Under the head 'Consignee': CWH (VISAKHAPATNAM),
   POST- KANCHARAPALAM,
   VISAKHAPATNAM, INDIA.
2. For opening LC, all charges outside India shall be borne by the Beneficiary (supplier). In case supplier seeks LC amendment for no fault of MDL or requires confirmation of LC then all charges towards LC amendment or confirmation of LC respectively shall be borne by the supplier.
3. All the documents should clearly indicate the Purchaser's Order number, Import License Number 0388070412, Airway Bill / Bill of Lading Number, Insurance Policy number/ Insurance Document reference number.
4. Spares details in ILMS V2 Format both in Soft Copy and hard Copy are to be part of delivery/consignment.
5. Non Submission of Performance security (PS), the same amount will be retained and interest applicable if any will be deducted as per tender clause.

16. **WARRANTY/GUARANTEE:**

As per Warrantee / Guarantee clause of previous purchase order 3390000015.

17. **LIQUIDATED DAMAGES (LD):**

In cases of delay not attributable to Purchaser, beyond the agreed schedule, the Supplier/Contractor shall pay LD, a sum representing 0.5% (Half percent) per week or part thereof, subject to maximum of 5% of the delayed portion of the order/contract. In case the undelivered / unfinished portion of the order results in to non-utilization / ineffective utilization of delivered portion, in such cases LD shall be applicable on the total value of deliverables.

18. **LAND BORDER:**

a) This clause is applicable for bidders form a country which shares a land border with India'' for the purpose of this order means: -

i) An entity incorporated, established or registered in such a country; or
ii) A subsidiary of an entity incorporated, established or registered in such a country;
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 India (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) Bidders from a country sharing land border with India shall Mandatorily requires registration with registration Committee by the Department for promotion of Industry and Internal Trade (DPIIT). Registration shall not be applicable for the bidders from those country to which the Government of India has extended Line of credit or in which the government of India is engaged in development project.
c) Order issue by ministry of Finance department of expenditure Vide OM 6/18/2019-PPD dated 23 July 2020 and 24 July 2020 shall be applicable.

19. **INTEGRITY PACT (IP):**
The Integrity pact essentially envisages the agreement between prospective vendors / bidders & buyers committing the person/officials of both the parties not to exercise any corrupt influence on any aspects of the contract. Only those vendors/bidders who enter into such an integrity pact with the buyer would be competent to participate in the bid. Therefore, non-acceptance and non-submission of IP by the vendors/bidders shall be liable to rejection. The format of integrity Pact is enclosed with tender documents. IP shall be submitted on plain paper. The 'Integrity pact' dully filled as per enclosed format to be submitted along with the offer. Bidders to ensure that every page of IP is ink signed with company seal/stamp. The original of the uploaded copy of IP shall reach MDL within 07 days of Tender Opening date.

20. **INDEPENDENT EXTERNAL MONITORS (IEM):**
Presently the panel consisting of the following Independent External Monitors (IEMs) has been appointed by MDL, in terms of Integrity Pact (IP) which forms part of MDL Tenders / Contracts.

Mr. M. N. Krishnamurthy, IPS (Retd.)
Email id: *krishnamurthymn19@gmail.com*

Mr. Deepak Kashyap, IRTS
Email id: *deepakkashyapnd02@gmail.com*

This panel is authorized to examine / consider all references made to it under this tender / contract. The bidder(s), in case of any dispute(s) / complaint(s) pertaining to this tender falling under provisions of Integrity Pact may raise the same directly with the IEMs on the panel.

21. **PUBLIC GRIEVANCE CELL**: A Public Grievance Cell has been set up in the Company. Members of public having complaints or grievances are advised to contact respective Authorities on Wednesday between 10.00 hours and 12.30 hours. The details to be obtained from the dealing executive in this regard.

22. **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).

23. **BOOK EXAMINATION CLAUSE:** In case it is found to the satisfaction of the BUYER that the seller 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 seller, on a specific request of the buyer shall provide necessary information/Break-up data/ inspection of the relevant financial documents/information.

24. **E-PORTAL AND E-TENDER GUIDANCE**:
   (a) Instructions to the Bidders to visit https://eprocuremdl.nic.in and submit the bids online.
   (b) The Digital Signature Certificate (Class III Certificates with signing key usage) issued by SIFY/TCS/n Code / e Mudra or any Certifying Authority recognized by CCA India one Token/ Smart Card, should be registered.
   (c) Any clarifications may be obtained online through the tender site, or through the contact details. Bidder should take into account the corrigendum published before submitting the bids online.
   (d) Assistance for Online bidding only: In case of any difficulties during online submission of offer, bidders are requested to contact toll-free customer help line no 0120-4200462, 0120-4001002 or Mobile No 91-8826246593 or to visit eproc-support@gov.in of e-procurement portal http://eprocuremdl.nic.in.

25. **ADDITIONAL INSTRUCTIONS**: Bidder shall abide by all agreed terms & conditions of tender including General Conditions of Contract (GCC). The bidder shall also abide statutory requirements, Official Secret Act 1923 and Safety clause hosted on MDL Website.

26. **CLAIMS BY FIRMS:** No claims by the firms will be entertained after 03 years from date of execution/completion of order.

27. **CONTACT DETAILS FOR QUERIES**: In case of any clarifications regarding tender condition/TSP/specification, bidders are requested to contact the following person, before the closing date of the tender.

Technical	Mr. D Sathiya Murthy HoS (Design)	+91 22 23763040	dmurthy@mazdock.com
	Mr. Shivmohan Meena M(Design)	+91 22 23763041	smeena@mazdock.com
Commercial	Mr. Rajendra Goilkar HoS(C-P17A)	+91 22 23762747	rgoilkar@mazdock.com
	Mr. Sagar Sutar DM (Project Commercial)	+91 22 23762729	sbsutar@mazdock.com

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

Yours faithfully,
For MAZAGON DOCK SHIPBUILDERS LIMITED

Sagar Sutar
DM (Project Commercial-P17A)

Enclosures: -

Enclosure-1	TEF acceptance format
Enclosure-2	Rate Sheet in Prescribed format
Enclosure-3	General Conditions of Contract (GCC)
Enclosure-4	GCC Acceptance format
Enclosure-5	Deviation Sheet
Enclosure-6	Performa Bank Guarantee for Performance Security
Enclosure-7	RTGS format
Enclosure-8	Contact Details of the bidder
Enclosure-9	Land Border Clause Format
Enclosure-10	Integrity pact
Enclosure-11	Vendor Declaration

Enclosure-1

TEF ACCEPTANCE FORMAT

TEF CLAUSE No.	BIDDER'S REMARK	TEF CLAUSE No.	BIDDER'S REMARK	TEF CLAUSE No.	BIDDER'S REMARK
1.	ACC / DEV	2.	ACC / DEV	3.	ACC / DEV
4.	ACC / DEV	5.	ACC / DEV	6.	ACC / DEV
7.	ACC / DEV	8.	ACC / DEV	9.	ACC / DEV
10.	ACC / DEV	11.	ACC / DEV	12.	ACC / DEV
13.	ACC / DEV	14.	ACC / DEV	15.	ACC / DEV
16.	ACC / DEV	17.	ACC / DEV	18.	ACC / DEV
19.	ACC / DEV	20.	ACC / DEV	21.	ACC / DEV
22.	ACC / DEV	23.	ACC / DEV	24.	ACC / DEV
25.	ACC / DEV	26.	ACC / DEV	27.	ACC / DEV

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

Note:

1. Bidder confirms to have carefully read the Terms & Conditions enclosed only with this Tender Enquiry Form (TEF) prior to filling up this acceptance format.
2. Bidder confirms that this format has been **properly filled, signed and returned** along with our technical offer (Part-I) for considering the Bid.
3. Bidder confirms to have indicated **"ACC" for Accepted, "DEV" for Deviation** taken for each clause number in the above table.
4. In case of any deviations taken the bidder confirms to have attached **Separate Sheet** indicating all relevant details such as Number & Title / brief description of the Clause, **Reasons for Deviation and suggested alternative(s).**
5. Clause numbers shown in the above format also includes the sub-clauses under these clauses. For example, Clause no. 8 means – Clause nos. 8–a (i) to (iv), b (i) to (xiii)& c, clause no 3 means 3.1 to 3.6, clause no. 5 means 5(i) to (v)

Enclosure-2

RATE SHEET PRESCRIBED FORMAT

(Please quote on your letter head only)

PDF of the price breakup for each line item should be submitted.

SR. NO.	Short Text	QTY	UNIT	Unit price in Rs.	TOTAL price in Rs.
100	Stern Tube Bearing Item Part No :-RRM000266721	05	No.	Quoted/Not quoted	Quoted/Not quoted
200	Stern Tube Bearing Item Part No :-RRM000266795	05	No.	Quoted/Not quoted	Quoted/Not quoted
300	Sleeve Item Part No :-RRM000342599	05	No.	Quoted/Not quoted	Quoted/Not quoted
400	Sleeve Item Part No :-RRM000342600	05	No.	Quoted/Not quoted	Quoted/Not quoted
500	Propeller Blade Item Part No :-RRM000309537	06	No.	Quoted/Not quoted	Quoted/Not quoted
600	Propeller Blade Item Part No :-RRM000309533	06	No.	Quoted/Not quoted	Quoted/Not quoted
700	Bearing Item Part No :-RRM000343561	05	No.	Quoted/Not quoted	Quoted/Not quoted
800	Bearing Item Part No :-RRM000343563	05	No.	Quoted/Not quoted	Quoted/Not quoted
900	Repair Kit Item Part No :-RRM000355650	08	No.	Quoted/Not quoted	Quoted/Not quoted
1000	Fitting Bolt Item Part No :-RRM000267817	08	No.	Quoted/Not quoted	Quoted/Not quoted
1100	Fitting Bolt Item Part No :-RRM000317462	10	No.	Quoted/Not quoted	Quoted/Not quoted
1200	Stern Tube Bearing Item Part No :-RRM000343564	08	No.	Quoted/Not quoted	Quoted/Not quoted

1300	Fitting Bolt Item Part No :- RRM000267815	08	No.	Quoted/Not quoted	Quoted/Not quoted
1400	Fitting Bolt Item Part No :- RRM000267474	08	No.	Quoted/Not quoted	Quoted/Not quoted
1500	Spare Part kit Item Part No :-RRM000267075	08	No.	Quoted/Not quoted	Quoted/Not quoted
1600	Temperature Sensor Item Part No :-RRM000355601	10	No.	Quoted/Not quoted	Quoted/Not quoted
1700	Temperature Sensor Item Part No :-RRM000355603	10	No.	Quoted/Not quoted	Quoted/Not quoted
1800	Cooler Item Part No :-RRM000299221	04	No.	Quoted/Not quoted	Quoted/Not quoted
1900	Current Transducer Item Part No :-RRM000355608	46	No.	Quoted/Not quoted	Quoted/Not quoted
2000	Seal Item Part No :-RRM000355640	12	No.	Quoted/Not quoted	Quoted/Not quoted
2100	-Printed Circuit Board Item Part No :-R952982A	06	No.	Quoted/Not quoted	Quoted/Not quoted
2200	Printed Circuit Board Item Part No :-RRM00036080	06	No.	Quoted/Not quoted	Quoted/Not quoted
2300	Feedback Unit Item Part No :-K180222	06	No.	Quoted/Not quoted	Quoted/Not quoted
2400	Pressure Relief Valve Item Part No :-RRM000256360	12	No.	Quoted/Not quoted	Quoted/Not quoted
2500	Printed Circuit Board Item Part No :-F004552	05	No.	Quoted/Not quoted	Quoted/Not quoted
2600	Seal Item Part No :-RRM000342603	05	No.	Quoted/Not quoted	Quoted/Not quoted
2700	Spare Part kit Item Part No :-RRM000274703	05	No.	Quoted/Not quoted	Quoted/Not quoted
2800	O-Ring Item Part No :-F088595	13	No.	Quoted/Not quoted	Quoted/Not quoted
2900	Valve Item Part No :-K191143	13	No.	Quoted/Not quoted	Quoted/Not quoted

3000	Ball Valve Item Part No :-RRM000355648	12	No.	Quoted/Not quoted	Quoted/Not quoted
3100	Spare Part kit Item Part No :-R154372A	12	No.	Quoted/Not quoted	Quoted/Not quoted
3200	Printed Circuit Board Item Part No :-F004539	12	No.	Quoted/Not quoted	Quoted/Not quoted
3300	Transmitter Item Part No :-F070553	18	No.	Quoted/Not quoted	Quoted/Not quoted
3400	Printed Circuit Board Item Part No :-RRM00006150	12	No.	Quoted/Not quoted	Quoted/Not quoted
3500	Hose Item Part No :-RRM000293725	02	No.	Quoted/Not quoted	Quoted/Not quoted
3600	Needle Valve Item Part No :-RRM000256391	12	No.	Quoted/Not quoted	Quoted/Not quoted

Note: -

The bidder hereby confirms to have quoted the unit rates and total item wise values only in the columns for delivery

Enclosure-3

GENERAL CONDITIONS OF CONTRACT (GCC)

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

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

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

1. TENETS OF INTERPRETATION

Unless where the context requires otherwise, throughout the contract:

(a) The heading of these conditions shall not affect the interpretation or construction thereof.

(b) Writing or written includes matter either whole or in part, in digital communications, manuscript, typewritten, lithographed, cyclostyled, photographed, or printed under or over signature or seal or digitally acceptable authentication, as the case may be.

(c) Words in the singular include the plural and vice-versa.

(d) Words importing the masculine gender shall be taken to include other genders, and words importing persons shall include any company or association or body of individuals, whether incorporated or not.

(e) Terms and expression not herein defined shall have the meanings assigned to them in the Contract Act, 1872 (as amended) or the Sale of Goods Act, 1930 (as amended) or the General Clauses Act, 1897 (as amended) or of INCOTERMS, (current edition published by the International Chamber of Commerce, Paris) as the case may be.

(f) Any reference to 'Goods' shall be deemed to include the incidental Works/ Services also.

(g) Any generic reference to GCC shall also imply a reference to TEF as well.

(h) In case of conflict, provisions of TEF shall prevail over those in GCC.

(i) Any reference to 'Contract' shall be deemed to include all other documents (inter-alia GCC, TEF).

(j) Any reference to any legal Act, Government Policies or orders shall be deemed to include all amendments to such instruments, from time to time, till date.

(k) Fall Clause shall be expressly applicable in the case of Rate Contract.

2. LANGUAGE OF CONTRACT

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

3. GOVERNING LAWS AND JURISDICTION

3.1 **Governing Laws and Jurisdiction**

(a) This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Laws of India for the time being in force.

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

3.2 **Changes in Laws and Regulations**

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

4. CONFIDENTIALITY, SECRECY AND IPR RIGHTS

(a) **IPR Rights**

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

(b) **Confidentiality**

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

(c) **Secrecy**

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

(d) **Obligations of the contractor**

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

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

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

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

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

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

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

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

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

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

5. PERMITS, APPROVALS AND LICENSES

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

6. TRANSFER OF TITLE OF GOODS

(a) Unless otherwise stated in the contract, notwithstanding any inspection and approval by the Inspecting Officer on the contractor's premises, or any payments made to the contractor, property in the Goods (and resultant rights and liabilities) shall not pass on to MDL until the Goods have been received, inspected, and accepted by the consignee. The Goods and every constituent part thereof, whether in the possession or control of the contractor, his agents or servants or a carrier, or the joint possession of the contractor, his agents or servants and MDL, his agents, or servants, shall remain in every respect at the risk of the contractor, until their actual delivery

to a person stipulated in the contract, as the interim consignee for dispatch 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 dispatch or delivery or are in the course of transit from the contractor to the consignee or interim consignee, as the case may be. The Contractor shall alone be entitled and responsible for making claims against any carrier in respect of non-delivery, short delivery, mis-delivery, loss, destruction, damage, or deterioration of the Goods entrusted to such carrier by the contractor for transmission to the consignee or the interim consignee as the case may be.

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

7. EXTENSION OF DELIVERY PERIOD

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

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

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

(i) **Liquidated Damages**

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

(ii) **Denial Clause**

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

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

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

(c) **Liquidated damages**

If the contractor fails to deliver any or all of the Goods or fails to perform the incidental Works/ Services (e.g. installation, commissioning or operator training) within the time frame(s) incorporated in the contract, MDL shall, without prejudice to other rights and remedies available to MDL under the contract, deduct from the contract price, as

agreed liquidated damages, but not as a penalty, a sum equivalent to the 0.5 % percent (excluding taxes) of the delivered price of the delayed Goods and/ or incidental Works/ Services for each week of delay or part thereof until actual delivery or performance, subject to a maximum deduction of the 5% of the delayed Goods' or incidental Works/ Services' contract price(s). Besides liquidated damages during such a delay, the denial clause shall also apply. Any failure or delay by any subcontractor, though their employment may have been sanctioned shall not be admitted as aground for any extension of time or for exempting the contractor from liability for any such loss or damage as aforesaid.

8. DEFAULTS, BREACHES & TERMINATION OF CONTRACT

Termination due to Breach, Default, and Insolvency

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

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

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

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

(ii) **Insolvency**

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

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

(b) **Notice for Default**

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

(c) **Terminations for Default**

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

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

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

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

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

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

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

(iii) Recover liquidated damages and invoke denial clause for delays.
(iv) Encash and/ or Forfeit performance or other contractual securities.
(v) Prefer claims against insurances, if any.
(vi) Terminate contract for default, fully or partially including its right for Risk and-Cost Procurement as per following sub-clause.
(vii) **Risk and Cost Procurement**
In addition to termination for default, MDL shall be entitled, and it shall be lawful on his part, to procure Goods same to those terminated, with such terms and conditions and in such manner as it deems fit at the "Risk and Cost" of the contractor. Such 'Risk and Cost Procurement' must be initiated (viz. AIP/PR/Tender) within six months from the termination of Contract. The Contractor shall be liable for any loss which MDL may sustain on that account provided the procurement, or, if there is an agreement to procure, such agreement is made. The Contractor shall not be entitled to any gain on such procurement, and the manner and method of such procurement shall be in the entire discretion of MDL. (Note: deleted being contrary to law). (Note: No contractor would give security after the termination of the contract)
Note: Regarding the Goods which are not readily available in the market and where procurement difficulties are experienced, the period for making risk procurement shall be nine months instead of six months provided above.
(viii) Initiate legal proceedings in a for the recovery of the losses and damages, not addressable by the above means.

9. CLOSURE OF CONTRACT

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

10. COMMUNICATION AND LANGUAGE FOR DOCUMENTATION

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

11. PRESERVATION AND MAINTENANCE

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

12. FREIGHT AND INSURANCE.

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

13. DEMURRAGE

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

14. CANCELLATION OF TENDER

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

15. PURCHASER'S PROPERTY.

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

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

16. REJECTION OF MATERIALS

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

17. RECOVERY-ADJUSTMENT PROVISIONS

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

18. INDEMNIFICATION

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

19. TRANSFER OF SUPPLIERS / CONTRACTOR'S RIGHTS

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

20. SUBCONTRACT AND RIGHT OF PURCHASER

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

21. PATENT RIGHTS

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

22. AGENTS/AGENCY COMMISSION

The seller confirms and declares to the buyer that the seller is the original manufacturer or authorized distributor/stockiest of original manufacturer of the goods referred to in this contract and has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommended to the Buyer or any of its functionaries, whether officially or unofficially , to the award of the Contract / Purchase order to the Seller; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The Seller agrees that if it is established at any time to the satisfaction of the Buyer that the present declaration is in any way incorrect or if at a later stage it is discovered by the Buyer that the Seller has engaged any such individual/firm, and paid or intended to pay any amount, gift, reward , fees, commission or consideration to such person, party, firm or institution , whether before or after the signing of this Contract / Purchase order, the Seller will be liable to refund that amount to the Buyer. The seller will also be debarred from participation in any RFQ/Tender for new projects/program with Buyer for a minimum period of five years. The buyer will also have a right to consider cancellation of the Contract either wholly or in part, without any entitlement or compensation to the Seller who shall in such event be liable to refund all payments made by the buyer in terms of the Contract along with interest at the rate of 2% per annum or 6% whichever is higher above LIBOR (London Inter Bank Offer Rate) (for foreign vendors) and base rate of SBI plus 2% (for Indian Vendors). The Buyer will also have the right to recover any such amount from any contracts concluded earlier with Buyer.

23. USE OF UNDUE INFLUENCE / CORRUPT PRACTICES

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

Performance security, encashment of the Bank Guarantee and refund of the amounts paid by the Purchaser.

24. IMMUNITY OF GOVERNMENT OF INDIA CLAUSE

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

25. EXPORT LICENCE

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

26. BANNED OR DE-LISTED CONTRACTORS / SUPPLIERS

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

27. DUTY OF PERSONNEL OF SUPPLIER/CONTRACTOR

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

28. DISPUTE RESOLUTION MECHANISM AND ARBITRATION

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

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

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

referred to the concerned functional Director and make efforts for amicable settlements by mutual discussions/negotiations.

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

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

(b) **Arbitration**

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

29. JURISDICTION OF COURTS

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

30. SAFETY

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

31. FORCE MAJEURE

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

Enclosure-4

ACCEPTANCE FORM FOR GENERAL CONDITIONS OF CONTRACT (GCC)

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

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

NOTES:

1. Bidders should carefully read the General Terms & Conditions (GCC) of the Tender Enquiry prior to filling up this acceptance format.
2. This format should be properly filled, signed and returned by the bidder(s) along with their technical offer for considering their Bid.
3. Bidder(s) should indicate "ACC" for Accepted, "DEV" for Deviation Taken for each clause number in the above table.
4. Bidder(s) to attach Separate Sheet indicating all relevant details such as Number & description of the Clause, Reasons for Deviation and Alternative suggested for any deviations taken by them.
5. Clause numbers shown in the above format also includes the sub-clauses under these clauses. For example, Clause no. '8' means – Clause nos.-8.1, 8.2, 8.3. or clause nos.-8 (a), 8(b)…or clauses nos. 8.1 (a), 8.1 (b)

Enclosure-5

DEVIATION SHEET

To,

GM (PROJECT COMMERCIAL)

MAZAGON DOCK SHIPBUILDERS LIMITED

COMMERCIAL DEPARTMENT-EAST YARD.

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

COMPANY'S NAME & ADDRESS:

SIGNATURE:

DATE:

NAME:

DESIGNATION:

BIDDER'S COMPANY SEAL:

Enclosure-6

PROFORMA BANK GUARANTEE FOR PERFORMANCE SECURITY

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

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

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

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

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

omission on the part of the Purchaser or any indulgence by the Purchaser to the Contractor/Supplier or by any such matter or things whatsoever which under the law relating to sureties would have the effect of relieving us.

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

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

7. Notwithstanding anything contained herein above:

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

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

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

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

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

For ..... Bank

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

Enclosure-7

RTGS/NEFT – MANDATE AUTHORISATION FORM

1. Supplier's / Vendor's Name:

2. Supplier's / Vendor's Name as per Bank Records:

3A. Supplier Code **3B. Supplier's PAN Number : #**

Quoting PAN No. in all the e-returns has become 100% mandatory w.e.f. 14-02-2008 hence, ensure to fill- up this and also send a photocopy of PAN duly self-attested. If there is any difference between the name given in the supplier's name and name given in the PAN card, then a note to explain the reason for the difference and the correlation between both.

4. Supplier's / Vendor's Complete Postal Address:

Door No.								Street:													
Location:								District:													
City:								State					PIN								

5. Supplier's / Vendor's E-mail ID:

6. Supplier's / Vendor's Telephone Number & Mobile Phone Number:

M

7. Name of the Bank:

8. Bank (Branch) Postal Address:

9. RTGS*/NEFT - Code of the Branch:**

RTGS:																			
NEFT:																			

RTGS* - "Real Time Gross Settlement", NEFT**- "National Electronic Fund Transfer". These "IFSC" Codes are unique numbers of each Branch – "Indian Financial Services Code". For some Branches both the codes are the same and some Banks, may maintain one Code No. for RTGS and another Code No. for NEFT. Hence, please fill-up both the rows, even if it is the same.

10. Nature of the Account: (Tick whichever is applicable & put 'x' mark for the balance two accounts)

Saving Bank Account:		Cash Credit Account:		Current Account:	

11. Bank Account Number of the Supplier: ©

© Fill up from the 1st column. For the balance left out blank columns, please mention 'x' mark.

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

Date: Supplier's Seal: Authorized Signature of the Supplier:

Certified that the particulars as per Serial Numbers 2, 7 to 11 are correct as per our records.

Date: Bank's Stamp Authorized Signature of the Officer of the Bank.

Enclosure-8

CONTACT DETAILS OF BIDDER

Name of Bidder:	
Address:	
Contact Number:	
email id:	

Details of Authorized Representatives; (Three Levels)

1.

Name:	
Designation	
Direct Landline Number:	
Mobile Number:	
Email id:	

2.

Name:	
Designation	
Direct Landline Number:	
Mobile Number:	
Email id:	

3.

Name:	
Designation	
Direct Landline Number:	
Mobile Number:	
Email id:	

Enclosure-9

LAND BORDER CLAUSE

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

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

DECLARATION BY AUTHORISED SIGNATORY OF THE FIRM

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

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

2) I have read the Order (Public Procurement No.1, 2 & 3) dtd 23 Jul 2020 & 24 Jul 2020 on the subject of Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017 regarding restrictions on procurement from a bidder of a country which shares a land border with India and comply to all the provisions of the Order

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

4) I understand that the submission of incorrect data and / or if certificate / declaration given by M/s.....(*name of bidder entity*) is found to be false, this would be a ground for immediate termination and further legal action in accordance with law as per Clause 12 of the Public Order on Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017

AUTHORISED SIGNATURE: _____ **DATE:** _____

Seal / Stamp of Bidder

Enclosure-10

INTEGRITY PACT

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

Preamble

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

Section 1 - Commitments of the Principal/Buyer:

(1)		The Principal/Buyer commits itself to take all measures necessary to prevent corruption and to observe the following principles:
	a)	No employee of the Principal/Buyer, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
	b)	The Principal/Buyer will during the tender process treat all Bidder(s) with equity and reason. The Principal/Buyer will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
	c)	The Principal/Buyer will exclude from the process all known prejudiced persons.
	d)	The Principal/Buyer undertakes to scrupulously follow the tender containing General 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 if there be a substantive suspicion in this regard, the Principal/Buyer will inform the Chief Vigilance Officer, MDL and in addition can initiate disciplinary actions.

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

(1)		The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
	a)	The Bidder(s)/Contractor(s) will not, directly or through any other persons or firm, offer promise or give to any of the Principal/Buyer's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage or any kind whatsoever during the tender process or during the execution of the contract.
	b)	The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal.

		This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
	c)	The Bidder(s)/Contractor(s) will not commit any offence under the relevant Anti-Corruption Laws of India; further the Bidder(s)/Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to other, any information or document provided by the Principal/Buyer as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
	d)	The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. All payments made to the Indian Agent/representative have to be in Indian Rupees only. Further details as mentioned in the "Guidelines of Indian Agents of Foreign suppliers" shall be disclosed by the Bidders(s)/Contractor(s). Copy of the "Guidelines on Indian Agents of Foreign Suppliers" as annexed and marked as Annexure-A.
	e)	The Bidder(s)/Contractor(s) will when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
	f)	The Bidder (s)/Contractor(s), their agents, representatives shall not do such things so as to interfere with the procedures laid down in the Principal/Buyer's tender containing the General 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 outlines above or be an accessory to such offences.	
(3)	The person signing IP shall not approach the courts while representing 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 or during execution of Contract has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility as Bidder(s) in question, the Principal/Buyer is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or to terminate the contract, if already signed for such reason, as per the procedure mentioned in the "Guidelines on Banning of business dealings" Copy of the "Guidelines on Banning of business dealings" is annexed and marked as Annexure-B.	
	1)	If the Bidder(s)/Contractor(s) has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal/Buyer is entitled also to exclude the Bidder(s)/Contractor(s) from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder(s) and the amount of the damage. The

		exclusion will be imposed for a minimum of six months and maximum of five years, which may be further extended at the discretion of the Principal/Buyer.
	2)	A transgression is considered to have occurred, if the Principal/Buyer after due consideration of the available evidence, concludes that no reasonable doubt is possible.
	3)	The Bidder (s) accepts and undertakes to respect and uphold the Principal/Buyer's absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining legal advice.
	4)	If the Bidder(s)/Contractor(s) can prove that he has restored/ recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Buyer may revoke the exclusion prematurely.

Section 4 – Sanctions for Violation:

(1)		Any breach of the aforesaid provisions by the Bidder or any one employed by him or acting on his behalf (whether with or without the knowledge of the Bidder) or the commission of any offence by the Bidder or any one employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act 1988 or any other Act enacted for the prevention of corruption shall entitle the Principal/Buyer to take all or any one of the following actions, wherever required –
	a)	To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the Bidder. However, the proceedings with the other Bidder (s) would continue.
	b)	The Earnest Money Deposit/Security Deposit/Performance Bond shall stand forfeited either fully or partially, as decided by the Principal/Buyer, and the Principal/Buyer shall not be required to assign any reason there for.
	c)	To immediately cancel the contract, if already signed, without giving any compensation to the Bidder.
	d)	To recover all sums already paid by the Principal/Buyer, in case of an Indian Bidder with interest thereon at 2% higher than the prevailing Base Rate of SBI, and in case of a Bidder from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the Bidder from the Buyer in connection with any other contract for any other Defence stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
	e)	To en-cash the advance Bank Guarantee and Performance Bond/Warranty bond, if furnished by the Bidder, in order to recover the payments, already made by the Principal/Buyer, along with interest.
	f)	To cancel all or any other contracts with the Bidder.
	g)	To debar the Bidder from entering into any bid from Principal/Buyer for a minimum period of five years, which may be further extended at the discretion of the Principal/Buyer.
	h)	To recover all sums paid in violation of this Pact by Bidder(s) to any middleman or agent or broker with a view to securing the contract.
	i)	If the Bidder or any employee of the Bidder or any person acting on behalf of the Bidder, either directly or indirectly, is closely related to any of the officers of the Buyer, or alternatively, if any close relative of an officer of the Buyer has financial interest/stake in the Bidder's firm, the same shall be disclosed by the Bidder at the time of filing of tender. Any failure to disclose the interest involved shall entitle the Buyer to rescind the contract without payment of

		any compensation to the Bidder.
		The term 'close relative' for this purpose would mean spouse whether residing with the Principal/Buyer's employee/employees or not, but not include a spouse separated from the Principal/Buyer's employee/employees by a decree or order of a competent court; son or daughter or step son or step daughter and wholly dependent upon Principal/Buyer's employee/employees, but does not include a child or step child who is no longer in any way dependent upon the Principal/Buyer's employee/employees or of whose custody the Principal/Buyer's employee/employees has been deprived of by or under any law; any other person related, whether by blood or marriage, to the Principal/Buyer's employee/employees or to the Principal/Buyer's employee/employees wife or husband and wholly dependent upon Principal/Buyer's employee/employees.
	j)	The Bidder shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the Principal/Buyer, and if he does so, the Principal/Buyer shall be entitled forthwith to rescind the contract and all other contracts with the Bidder. The Bidder shall be liable to pay compensation for any loss or damage to the Principal/Buyer resulting from such rescission and the Principal/Buyer shall be entitled to deduct the amount so payable from the money(s) due to the Bidder.
	k)	In cases where Irrevocable Letters of Credit have been received in respect of any contract signed by the Principal/Buyer with the Bidder, the same shall not be opened.
(2)	The decision of the Principal/Buyer to the effect that a breach of the provisions of this Integrity Pact has been committed by the Bidder shall be final and binding on the Bidder, however, the same Bidder can approach the Monitor(s) appointed for the purposes of this Pact.	

Section 5 - Previous Transgression:

(1)	The Bidder declares that no previous transgressions occurred in the last three years with any other company in any country conforming to the anti-corruption approach or with any other public sector enterprise in India that could justify his exclusion from the tender process.
(2)	If the bidder makes incorrect statement on this subject, he can be disqualified from the tender process or further action can be taken.

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

(1)	The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this integrity Pact, and to submit it to the Principal before contract signing.
2)	The Principal/Buyer will enter into agreements with identical conditions as this one with all bidders, contractors and subcontractors. In case of joint venture, all the partners of the joint venture should sign the integrity pact. In case of subcontracting, the principle contractor shall be 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 bidders who do not sign this Pact or violate its provisions.

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

(1)	If the Principal/Buyer obtains knowledge of conduct of a Bidder, Contractor or

	subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor 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 entitle to compensation on the same terms as being extended to / provided to Independent Directors on the Board of Principal/Buyer.
(8)	If the Monitor has reported to the Chairman & Managing Director of the Principal, a substantiated suspicion of an offence under relevant Anti Corruption Laws of India and the Chairman & Managing Director of the Principal/Buyer has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
(9)	The word 'Monitor' would include both singular and plural.

Section 9 - Pact Duration:

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

Section 10 - Other provisions:

(1)	This agreement is subject to Indian Law, place of performance and jurisdiction is the Registered Office of the Principal/Buyer, i.e. Mumbai (For MDL). The Arbitration clauses provided in the main tender document/ contract shall not be applicable for any issue/dispute arising under this Integrity pact.
(2)	Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
(3)	If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
(4)	Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

Section 11 – Fall Clause: #

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

For & on behalf of
MAZAGON DOCKSHIPBUILDERS LIMITED
(Office Seal)
Place_____
Date_____

For & on behalf of
Bidder/Contractor
(Office Seal)

Witness 1:
(Name & Address)

_____

_____

_____

Witness 2:
(Name & Address)

_____

_____

_____

Annexure-A to Enclosure-10

GUIDELINES FOR INDIAN AGENTS OF FOREIGN SUPPLIERS

1.0	There shall be compulsory registration of agents for all Global (Open) Tender and Limited Tender. An agent who is not registered with MDL shall apply for registration.
1.1	An agent shall represent only one Foreign Supplier and not represent two suppliers or quote on their behalf in the same tender.
	However, either the Indian Agent on behalf of the Foreign Suppliers (also includes foreign manufacturers) or the Foreign Suppliers (also includes foreign manufacturers) directly could bid in a tender, but not both. In cases where an agent participates in a tender on behalf of one manufacturer, shall not quote on behalf of another manufacturer along with the first Manufacturer in a subsequent/parallel tender for the same item.
1.2	Registered agents will file an authenticated Photostat copy duly attested by a Notary Public/Original certificate of the principal confirming the agency agreement and giving the status being enjoyed by the agent and the commission/remuneration/salary/ retainer ship being paid by the principal to the agent before the placement of order by MDL.
1.3	Wherever the Indian representatives have communicated on behalf of their principals and the foreign parties have stated that they are not paying any commission to the Indian agents, and the Indian representative is working on the basis of salary or as retainer, a written declaration to this effect should be submitted by the party (i.e. Principal) before finalizing the order.

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

2.1	Tenderers of Foreign nationality shall furnish the following details in their offer:	
	2.1.1	The name and address of the agents/representatives in India, if any and the extent of authorization and authority given to commit the Principals. In case the agent/representative be a foreign Company, it shall be confirmed whether it is real substantial Company and details of the same shall be furnished.
	2.1.2	The amount of commission/remuneration included in the quoted price(s) for such agents/representatives in India.
	2.1.3	Confirmation of the Tenderer that the commission/ remuneration if any, payable to his agents/ representatives in India, may be paid by MDL in Indian Rupees only.
2.2	Tenderers of Indian Nationality shall furnish the following details in their offers:	
	2.1.1	The name and address of the foreign principals indicating their nationality as well as their status, i.e, whether manufacturer or agents of manufacturer holding the Letter of Authority of the Principal specifically authorizing the agent to make an offer in India in response to tender either directly or through the agents/representatives.
	2.2.2	The amount of commission/remuneration included in the price (s) quoted by the Tenderer for himself.
	2.2.3	Confirmation of the foreign principals of the Tenderer that the commission/remuneration, if any, reserved for the Tenderer in the quoted price (s), may be paid by MDL in India in equivalent Indian Rupees on satisfactory completion of the Project or supplies of Stores and Spares in case of operation items .
2.3	In either case, in the event of contract materializing, the terms of payment will	

	provide for payment of the commission /remuneration, if any payable to the agents/representatives in India in Indian Rupees on expiry of 90 days after the discharge of the obligations under the contract.
2.4	Failure to furnish correct and detailed information as called for in paragraph-2.0 above will render the concerned tender liable to rejection or in the event of a contract materializing, the same liable to termination by MDL. Besides this there would be a penalty of banning business dealings with MDL or damage or payment of a named sum.

Annexure-B to Enclosure-10

GUIDELINES ON BANNING OF BUSINESS DEALINGS

CONTENTS

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

1. Introduction

1.1	Mazagon Dock Shipbuilders Limited (MDL), being a Public Sector Enterprise and 'State', within the meaning of Article 12 of Constitution of India, has to ensure preservation of rights enshrined in Chapter III of the Constitution. MDL as also to safeguard its commercial interests. MDL deals with Agencies, who have a very high degree of integrity, commitments and sincerity towards the work undertaken. It is not in the interest of MDL to deal with Agencies who commit deception, fraud or other misconduct in the execution of contracts awarded / orders issued to them. In order to ensure compliance with the constitutional mandate, it is incumbent on MDL to observe principles of natural justice before banning the business dealings with any Agency.
1.2	Since banning of business dealings involves civil consequences for an Agency concerned, it is incumbent that adequate opportunity of hearing is provided and the explanation, if tendered, is considered before passing any order in this regard keeping in view the facts and circumstances of the case.

2. Scope

2.1	MDL reserves its rights to remove from list of approved suppliers / contractors or to ban business dealings if any Agency has been found to have committed misconduct and also to suspend business dealings pending investigation.
2.2	Similarly, in case of sale of material there is a clause to deal with the Agencies / customers / buyers, who indulge in lifting of material in unauthorized manner.
2.3	However, absence of such a clause does not in any way restrict the right of MDL to take action / decision under these guidelines in appropriate cases.
2.4	The procedure of (i) Removal of Agency from the List of approved suppliers / contractors; (ii) Suspension and (iii) Banning of Business Dealing with Agencies, has been laid down in these guidelines.
2.5	These guidelines apply to all the Divisions/Yards of MDL.
2.6	It is clarified that these guidelines do not deal with the decision of the Management not to entertain any particular Agency due to its poor / inadequate performance or for any other reason.
2.7	The banning shall be with prospective effect, i.e., future business dealings.

3. Definitions

In these Guidelines, unless the context otherwise requires:

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

4. Initiation of Banning / Suspension

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

5. Suspension of Business Dealings

5.1	If the conduct of any Agency dealing with MDL is under investigation by any department, the Competent Authority may consider whether the allegations under investigation are of a serious nature and whether pending investigation, it would be advisable to continue business dealing with the Agency. If the Competent Authority, after consideration of the matter including the recommendation of the Investigating Department, if any, decides that it would not be in the interest to continue business dealings pending investigation, it may suspend business dealings with the Agency. The order to this effect may indicate a brief of the charges under investigation. If it is decided that inter-connected Agencies would also come within the ambit of the order of suspension, the same should be specifically stated in the order. The order of suspension would operate for a period not more than six months and may be communicated to the Agency as also to the Investigating Department. The Investigating Department may ensure that their investigation is completed and whole process of final order is over within such period.
5.2	The order of suspension shall be communicated to all Commercial Departmental Heads. During the period of suspension, no business dealing may be held with the Agency.
5.3	As far as possible, the existing contract(s) with the Agency may continue unless the Competent Authority, having regard to the circumstances of the case, decides

	otherwise.
5.4	If the gravity of the misconduct under investigation is very serious and it would not be in the interest of MDL, as a whole, to deal with such an Agency pending investigation, the Competent Authority may order suspension of business dealing with Agency and send his recommendation to Chief Vigilance Officer (CVO), MDL 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.
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.

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

	operative may be mentioned. The order may also mention that the ban would extend to the interconnected Agencies of the Agency.

10. Appeal against the Decision of the Competent Authority

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

11. Review of the Decision by the Competent Authority

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

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

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

Enclosure - 11

VENDOR DECLARATION

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

M/s
SIGNATURE
NAME
DESIGNATION
SEAL OF THE COMPANY
DATE