



Additional Tender Terms & Conditions
(Supply of Aluminum Chequered Plates for 14FPVs for ICG Project)
(GEM BiD No : GEM/2025 /B /6813629)

Integrity Pact shall be signed on each page by the authorized representative of the bidder and submit/upload along with the Part-I bid, shall render the bid liable for rejection.

Bidder to note that the shortfall information/documents shall be sought only in case of historical documents which pre-existed at the time of the tender opening i.e submitted along with original bid and which have not undergone change since then.

1. DESCRIPTION & SCOPE OF WORK:

Procurement of Aluminium Chequered Plates (ABS Gr 5083*) for Yard 16501 to 16514 of 14 FPVs of CGP as per TSP No.0116-16, Rev 1 dtd.10.11.2025.

2. EARNEST MONEY DEPOSIT:

INR 7,00,000/- EMD shall be submitted as per GeM Terms & condition. **Non-submission of EMD, or valid EMD exemption certificate, the offer of the firm will be categorically rejected.**

EMD exemption will be applicable as per GeM conditions and bidders shall upload valid EMD/EMD Exemption Certificate along with the bid as per GeM terms. EMD is also exempted for the bidders who are permanently registered with MDL for the tendered item/s (not applicable if registered for any other item/s), for which the offer is being submitted. **Please be well noted that Firms in the process of obtaining MDL registration will not be considered for EMD exemption.**

EMD shall be forwarded to DGM/PE(C-CGP), 5th Floor, New Service Block, North Yard, Mazagon Dock Shipbuilders Limited, Shipbuilding Division, Dock Yard Road, Mumbai-400010, Maharashtra, in sealed envelope super scribing Tender Enquiry No. and Due date, so as to reach us within 7 MDL working days from the tender closing date. The scanned image of EMD shall be uploaded at Part-I tender stage.

Note:

a) EMD of unsuccessful bidders will be returned after finalization of the tender and shall be interest free. b) EMD of successful bidders may be converted into performance security or refunded on receipt of performance security. The returned / refunded EMD would be interest free.

MDL BANK DETAILS:

Name of Bank A/C Holder: Mazagon Dock Shipbuilders Limited
Bank and Branch: State Bank of India, Commercial Branch, Fort, Mumbai-400023
Type of Account: Current Bank
Account No: 11079519138
IFSC Code: SBIN0006070
Swift Code: SBININBB101
PAN No.: AAACM8029J
MDL GST: 27AAACM8029J1ZA



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3. PRE-QUALIFICATION CRITERIA:

(i) Technical Pre-qualification:

Bidder shall have past experience of supplying Aluminum Chequered Plate for any marine structure or sea going Vessel. PO copies and work completion certificates (Invoice, Delivery challan, WDC's etc.) must be submitted with offer in support of past experience.

(ii) Commercial Pre-qualification:

- (i) The average annual financial turnover of 'The bidder' during the last three years, ending 31st March (or any other year ending followed in relevant country) of the previous financial year excluding the calendar year of tendering should be at INR 1.05 Crores as per the annual report (audited balance sheet as applicable and profit and loss account) of the relevant period, duly authenticated by a Chartered Accountant/Cost Account. Relaxations as provisioned in GeM are provisioned to MSE's & Start-ups for turnover & experience, however as technical pre-qualification exists, the must requirements shall need to be catered & clarified with technical department during TNC, for final technical clearance of the firm.
- (ii) Bidders Shop and establishment registration certificate or registration certificate from registrar of firms or certificate of incorporation from Registrar of Companies (Not required for permanent registered vendors with MDL, in such case MDL Permanent Registration certificate to be attached.
- (iii) GST certificate, PAN card cancelled cheque.
- (iv) Valid MSE Certificate with proof of manufacturing i.e OEM certification on firms Letterhead, in case applying for MSME PPP.
- (v) Local Content Declaration.
- (vi) Proof of EMD Submission, and/or, EMD Exemption (if taken) as per GEM terms.

4. VALIDITY PERIOD OF OFFER:

- (i) Bid / Offer shall have the validity period of 180 days from the tender closing date.
- (ii) In case the day up to which the bids are to remain valid falls on/ subsequently declared a holiday or closed day for MDL, the bid validity shall automatically be deemed to be extended up to the next working day.
- (iii) In exceptional circumstances, before the expiry of the original time limit, MDL may request the bidders to extend the validity period for a specified additional period. The request and the bidders' responses shall be made in writing or electronically. A bidder may agree to or reject the request. A bidder who has agreed to MDL's request for extension of bid validity, in no case, he shall be permitted to modify his bid.

5. EXCHANGE RATE VARIATION (ERV) : Not Applicable .

6. EVALUATION CRITERIA: Overall lowest as per GEM terms.



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7. **PRICING:** Fixed Price (INR)

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

A. Part I (Techno Commercial Bid):

The bidder shall ensure following documents are essentially included in the Part-I bid :

- (a) Technical & Commercial offer.
- (b) Blank rate sheet indicating quoted/not quoted against each line item, tax percentage (%), type of taxes, HSN Code duly mentioning the price breakup for each line item in terms of percentage of total quote.
- (c) Declaration of “Local Content” as per attached enclosure. The same to be attested on each page.
- (d) Declaration of attested Land Border Certificate as per attached enclosure.
- (e) Bidder contact details as per attached enclosure” Contact Details of the bidder.
- (f) ATC Document, duly attested on each page.
- (g) Documents requested at para 3.
- (h) Bidder contact details as per attached enclosure” Contact Details of the bidder.
- (i) Proof of EMD Submission, and/or, EMD Exemption (if taken) as per GEM terms & para 2 above.

B. Part-II (Price Bid):

- (a) Prices for each of the listed items in tender has to be uploaded on GEM.
- (b) No Price Variation Clause applicable. Prices to be firm & fixed in INR only for all Line items.

9. **BID REJECTION CRITERIA :**

- a) Failure to submit sufficient or complete details for evaluation of the bids within a week.
- b) Incomplete / misleading / ambiguous bids in the considered opinion of TNC /CNC.
- c) Bidder not quoting for all the line items in the tender, or submitting incomplete “Quoted/ Not Quoted” against each line item, tax percentage, type of tax, HSN codes etc duly mentioning the “% price breakup” for each line item in terms of total percentage of the total quote in the provided excel sheet i.e Blank Rate Sheet. The same is required duly attested on each page to be well noted.



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- d) Bid with technical requirements and or terms not acceptable to MDL/Customers/External agency nominated as applicable. MDL shall not entertain any deviation sought, which is not accepted to MDL.
- e) Bidder not submitting self-certification for local content & Bid received from non –local supplier i.e. Bidder who submit their quote with less than 20% local content. Also, non-submission of Declaration of “Local Content as specified in the tender.
- f) Any deviation w.r.t. of tender documents.
- g) Declaration of “Land Border”.
- h) Bidder contact details as per attached enclosure” Contact Details of the bidder.
- i) Proof of EMD Submission, and/or, EMD Exemption (if taken) as per GEM terms.
- j) Bidders not submitting documents requested at para 3

10. DELIVERY PERIOD/COMPLETION SCHEDULE:

Details Yard	Item / Chequered Plates
16501	PO + 01 months
16502	PO + 01 months
16503	PO + 01 months
16504	PO + 01 months
16505	PO + 03 months
16506	PO + 03 months
16507	PO + 03 months
16508	PO + 03 months
16509	PO + 05 months
16510	PO + 05 months
16511	PO + 05 months
16512	PO + 05 months
16513	PO + 05 months
16514	PO + 05 months



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11. INSPECTION:

- i. Inspection Agency shall be ABS. Inspection cost shall be borne by vendor.
- ii. Weight tolerances line item wise= +/-5%
- iii. For Manufacturing and other Inspection Test etc., refer TSP (Technical Specification) as attached with Part A.
- iv. Receipt inspection by MDL & CGRPT.
- v. 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.
- vi. **Inspection Agency:**

ABS:

AMERICAN BUREAU OF SHIPPING
298, 3rd FLOOR, CITY ICE BUILDING,
PERIN NARIMAN STREET, FORT, MUMBAI, 400001
8850902844
absmumbai@eagle.org
vnavuduri@eagle.org

12. IDENTIFICATION /PACKAGING AND FORWARDING : As per TSP.

13. TAXES & DUTIES: To be included in the submitted quote, as per GEM & Govt. guidelines.

14. CONSIGNEE/DELIVERY LOCATION::

Mazagon Dock Shipbuilder Ltd,
Anik Chembur Bond Store,
Kurla Mahul Road, Mumbai-400074.
Tel: 022-255 40404/44838/43123.

15. WARRANTY/GUARANTEE:

- i. The equipment / item along with associated auxiliaries/components supplied shall be warranted / guaranteed for satisfactory Performance for the period of twenty (12) months from the date of delivery of equipment to MDL.



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Details Yard	Main equipment, OBS & documentation	Warranted Till
16501	PO + 01 months	PO + 13 months
16502	PO + 01 months	PO + 13 months
16503	PO + 01 months	PO + 13 months
16504	PO + 01 months	PO + 13 months
16505	PO + 03 months	PO + 15 months
16506	PO + 03 months	PO + 15 months
16507	PO + 03 months	PO + 15 months
16508	PO + 03 months	PO + 15 months
16509	PO + 05 months	PO + 17 months
16510	PO + 05 months	PO + 17 months
16511	PO + 05 months	PO + 17 months
16512	PO + 05 months	PO + 17 months
16511	PO + 05 months	PO + 17 months
16512	PO + 05 months	PO + 17 months

- ii. The Supplier cannot absolve their responsibility for warranty of material even though it is inspected by & approved by the inspection authorities.
- iii. If the defects are not remedied within a reasonable/stipulated time, MDL may proceed to rectify the defects at the supplier's risk & cost, but without prejudice to MDL's rights under the contract.
- iv. During the period of warranty / guarantee if any defect noticed in the equipment / item supplied, the supplier/ contractor will have to rectify such defects immediately at no extra cost to MDL

16. PERFORMANCE SECURITY (PSBG / EPBG): As per GeM Terms.

- a) Performance Security for an amount equal to 5% of contract value payable in Indian Rupees shall be submitted as per GeM.



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- b) Performance Security is to be furnished as per GeM, within 15 days of 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.
- c) In case of failure to submit performance security by the supplier within 15 days of transmission / notification of order by any mode, MDL reserves right to cancel the order and invoke the risk purchase clause.
- d) Performance security may be furnished in the form of NEFT / Demand Draft / Pay order / Bank Guarantee / Insurance Security Bond / e-Bank Guarantee in favour of Mazagon Dock Shipbuilders Limited, Mumbai from the list of Banks approved by SBI / Canara Bank published on MDL website.

Key regulatory provisions under Insurance Surety Guidelines which are noteworthy are given below:

1.1.1 Available for only Indian Projects: Surety Bonds cannot be issued if the underlying asset/ commitment is outside India. Further, the payment for risk covered under the Surety Bonds shall be made in Indian Rupees. Hence, Surety Bonds can be issued for domestic projects only, and not for Indian project contractors' engaging in infrastructure projects outside India.

1.1.2 Applicability: The insurer (Insurance Company) should be an Indian Insurance Company as defined in Section 2(7A) of the Insurance Act, 1938 and the insurer should also be registered under the Insurance Act, 1938 to transact the business of general insurance.

1.1.3 Formats for Insurance Surety Bonds: The indicative formats for ISBs described at above are collectively placed at Annexures to this corrigendum.

- e) PS can also be remitted online through MDL website: <https://www.mazagondock.in/OnlinePayment.aspx>. Or ,one can find Online payment tab on MDL website home page as under:
 - 1. Go to www.mazagondock.in
 - 2. Click on Online payment tab available on home page.
 - 3. 4 option viz. Career, Tender, Security, Scrap/ Disposal will be available.
 - 4. Click on the Tender tab and make the payment online using Debit cards, Credit Cards, Net banking, BHIM/ UPI etc. after filling the required details.

17. PAYMENT TERMS:

- i. On receipt of Invoice, 95 % of Payment shall be made within 15 days from generation of Consignee Report & Acceptance Certificate(CRAC) of material and as reduced by any deductibles and / or the amount leviable towards liquidated damages, if any plus 100% taxes, duties etc. as applicable.
- ii. Payment of the balance of the value of the supplies may be payable and as reduced by any deductibles and / or the amount leviable towards liquidated damages, if any, on submission & confirmation of PS of equivalent amount valid up to warranty period of the last item plus 60 days' claim period.



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18. INTEGRITY PACT (IP):

Integrity Pact (IP): 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, on-acceptance and non-submission of IP by the vendors/bidders shall render the bid liable for rejection. The format of integrity Pact is enclosed with tender documents. IP shall be submitted on plain paper.

The 'Integrity pact' dully filled as per enclosed format to be submitted along with the offer. Bidders to ensure that each page of Integrity pact shall be duly signed by the bidder. Non-submission of Integrity Pact by the bidders duly signed on each page along with Part-I bid shall be categorical rejected. Bidders shall send original IP immediately to MDL post submission of bid.

Independent External Monitors (IEM): The following Independent External Monitors (IEMs) will have the power to access the entire project document and examine any complaints received by him. In case of any change in IEMs it will be informed accordingly.

For any administrative enquires and clarification on tender, bidders shall contact Commercial Dealing Executive. In case of issues related to Integrity Pact (IP) please contact Independent External Monitor (IEM) whose details are as below:

- (i) Mr. M.N. Krishnamurthy, IPS (Retd) - Email id: krishnamurthymn19@gmail.com
- i. Mr. Deepak Kashyap, IRTS, (Retd) – Email id: deepakkashyapnd02@gmail.com

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

Design Dept.	Mr. Ashwin Kumar J Manager (D-CGP)	+91 22 2376 3061	ashwinkumarj@mazdock.com
	Mr. Vinit S Wagh, DGM/PE(D-CGP)	+9122 2376 3017	vswagh@mazdock.com
Commercial Dept.	Mr. D S Chavan DGM/PE(C-CGP)	+91 22 23762782	dschavan@mazdock.com
	Mr Hemant V Mishra Manager (C-CGP)	+91 22 23762764	hvmishra@mazdock.com

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



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

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

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

IN RESPECT OF BID/ TENDER No:

ISSUED BY (Name of Firm):

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

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

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

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

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

(i) I seek benefits against the following policy:

1) PPP MSE Order 2012

2) PPP MII 2017

(Note: If not declared / selected it shall be deemed that purchase preference benefit is sought under PPP MII 2017 policy).



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

Tender Item Sr. No	Local content calculated as above %	Location of local value addition (Location shall be the specified as name of city or district, etc.)

Attach separate sheet duly signed if the space not sufficient.

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

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

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

SIGNATURE: _____
of Competent Authority

DATE: _____

Seal / Stamp of Bidders



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Annexure-2

Format for Compliance Certificate w.r.t. 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 and OM No F.7/10/2021/-PPD(1) dated 23.02.2023 on Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017 & prescribed tender conditions).

DECLARATION BY AUTHORISED SIGNATORY OF THE FIRM

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

- 1) The facts contained herein are within my own personal knowledge.
- 2) I have read the Order (Public Procurement No.1, 2 & 3) dtd 23 Jul 2020 & 24 Jul 2020 and OM No F.7/10/2021/-PPD(1) dated 23.02.2023 on the subject of Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017 regarding restrictions on procurement from a bidder of a country which shares a land border with India and comply to all the provisions of the Order
- 3) I 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



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INTEGRITY PACT

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

And

.....hereinafter referred to as **"The Bidder/ Contractor"**

Preamble

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

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

Section 1 - Commitments of the Principal/Buyer:

- (i) The Principal/Buyer commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - (a) No employee of the Principal/Buyer, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - (b) The Principal/Buyer will during the tender process treat all Bidder(s) with equity and reason. The Principal/Buyer will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - (c) The Principal/Buyer will exclude from the process all known prejudiced persons.
 - (d) The Principal/Buyer undertakes to scrupulously follow the Purchase Manual containing Standard Terms & Conditions (STAC) and General Terms & Conditions(GT&C) in respect of procurement contracts for goods, services and civil works.
- (ii) If the Principal/Buyer obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or it there be a substantive suspicion in this regard, the Principal/Buyer will inform the Chief Vigilance Officer, MDL and in addition can initiate disciplinary actions.

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

- (a) 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.
 - i. 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



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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.

- ii. 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.

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

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

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

If the Bidder(s)/Contractor(s) before contract award 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.

- (i) 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



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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.

- (ii) 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.
- (iii) 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.

- (iv) 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 –
 - (i) 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.
 - (ii) 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 therefor.
 - (iii) To immediately cancel the contract, if already signed, without giving any compensation to the Bidder.
 - (iv) 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 Defense stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
 - (v) To encash the advance Bank Guarantee and Performance Bond/Warranty bond, if furnished by the Bidder, in order to recover the payments, already made by the Principal/Buyer, along with interest.
 - (vi) To cancel all or any other contracts with the Bidder.
 - (vii) 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.



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(viii) 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.

(ix) 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.

(x) 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.

(xi) 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 - Integrity Pact Bank Guarantee (IPBG):

(1) Every Bidder, while submitting commercial bid, shall submit an Integrity Pact Bank Guarantee for an amount of Thirty Lakhs in favor of the Principal/Buyer in Indian Rupees/Foreign Currency.

(a) Guarantee will be from an Indian Nationalized Bank/Scheduled Bank in case of Indigenous Bidders. For Foreign Bidders, Bank Guarantee shall be from Bank of International repute as updated by SBI from time to time, promising payment of the guaranteed sum to Mazagon Dock Limited (MDL/Principal/Buyer), on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the Principal/Buyer shall be treated as conclusive proof for payment. A Model Bank Guarantee format is enclosed.

(2) The Integrity Pact Bank Guarantee (IPBG) shall be valid upto and including 45 days after the validity of commercial offer. However, bidders will be required to extend the Integrity Pact Bank Guarantee, as and when required by the Principal/Buyer. In the case of the successful bidder, validity of the Integrity Pact Bank Guarantee will be extended upto the



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satisfactory completion of the contract, Integrity Pact Bank Guarantee shall be returned promptly in case of unsuccessful bidders.

- (3) In the case of successful bidder a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the Principal/Buyer to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- (4) The provisions regarding Sanctions for violation of Integrity Pact include forfeiture of Performance Bond in case of a decision by the Principal/Buyer to forfeit the same without assigning any reason for imposing sanction for violation of Integrity Pact.
- (5) No interest shall be payable by the Principal/Buyer to the Bidder(s) on Earnest Money/Security Deposit for the period of its currency.

Section 6 - Previous Transgression:

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

Section 7 - 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.
- (b) The Principal/Buyer will enter into agreements with identical conditions as this one with all bidders, contractors and subcontractors.
- (3) The Principal/Buyer will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 8 - Criminal charges against violation Bidder(s)/Contractor(s)/ Subcontractor(s):

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

Section 9 - Independent External Monitor / Monitors:



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- (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) accept that the Monitor has the right to access without restriction to all project documentation of the Principal/Buyer including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality.
- (4) The Principal/Buyer will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations, between the Principal/Buyer and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal/Buyer and request the Management to discontinue or take corrective action, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. However, the Monitor shall give an opportunity to the Bidder(s)/Contractor(s) to present its case before making its recommendation to the Principal/Buyer.
- (6) The Monitor will submit a written report to the Chairman & Managing Director of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the Principal/Buyer and, should the occasion arise, submit proposals for correcting problematic situations.
- (7) Monitor shall be entitled to compensation on the same terms as being extended to /provided to Independent Directors on the Board of Principal/Buyer.
- (8) If the Monitor has reported to the Chairman & Managing Director of the Principal, a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India and the Chairman & Managing Director of the Principal/Buyer has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- (9) The word 'Monitor' would include both singular and plural.

Section 10 - 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.



Additional Tender Terms & Conditions
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Section 11 - Other provisions:

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

For & on behalf of

MAZAGON DOCK LIMITED
(Office Seal)

Place _____
Date _____

Witness 1:

(Name & Address)

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

Witness 2:

(Name & Address)

Supply of Aluminium Chequered Plates for 14FPVs for ICG Project

Sr. No.	Material / Service Details	Quantity/unit
1	Aluminium Chequered Plate ABS Gr Al 5083* Dimension -5000X1250X6mm, with ABS Class approval TC.-Y-16501	3252 KG
2	Aluminium Chequered Plate ABS Gr Al 5083* Dimension -5000X1250X6mm, with ABS Class approval TC.-Y-16502	3252 KG
3	Aluminium Chequered Plate ABS Gr Al 5083* Dimension -5000X1250X6mm, with ABS Class approval TC.-Y-16503	3252 KG
4	Aluminium Chequered Plate ABS Gr Al 5083* Dimension -5000X1250X6mm, with ABS Class approval TC.-Y-16504	3252 KG
5	Aluminium Chequered Plate ABS Gr Al 5083* Dimension -5000X1250X6mm, with ABS Class approval TC.-Y-16505	3252 KG
6	Aluminium Chequered Plate ABS Gr Al 5083* Dimension -5000X1250X6mm, with ABS Class approval TC.-Y-16506	3252 KG
7	Aluminium Chequered Plate ABS Gr Al 5083* Dimension -5000X1250X6mm, with ABS Class approval TC.-16507	3252 KG
8	Aluminium Chequered Plate ABS Gr Al 5083* Dimension -5000X1250X6mm, with ABS Class approval TC.-Y-16508	3252 KG
9.	Aluminium Chequered Plate ABS Gr Al 5083* Dimension -5000X1250X6mm, with ABS Class approval TC.-Y-16509	3252 KG

Supply of Aluminium Chequered Plates for 14FPVs for ICG Project

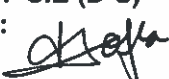
10	Aluminium Chequered Plate ABS Gr Al 5083* Dimension -5000X1250X6mm, with ABS Class approval TC.-Y-16510	3252 KG
11	Aluminium Chequered Plate ABS Gr Al 5083* Dimension -5000X1250X6mm, with ABS Class approval TC.-Y-16511	3252 KG
12	Aluminium Chequered Plate ABS Gr Al 5083* Dimension -5000X1250X6mm, with ABS Class approval TC.-Y-16512	3252 KG
13	Aluminium Chequered Plate ABS Gr Al 5083* Dimension -5000X1250X6mm, with ABS Class approval TC.-Y-16513	3252 KG
14	Aluminium Chequered Plate ABS Gr Al 5083* Dimension -5000X1250X6mm, with ABS Class approval TC.-Y-16514	3252 KG

MAZAGON DOCK SHIPBUILDERS LIMITED




TECHNICAL SPECIFICATION FOR MANUFACTURE AND SUPPLY OF ALUMINUM CHEQUERED PLATES

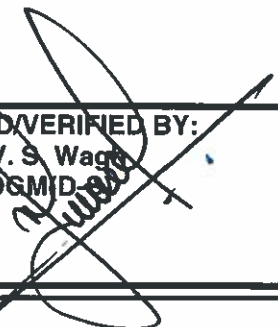
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DESIG. : S.E (D-S)
SIGN : 

CHECKED BY:

NAME : Ashwin Kumar J
DESIG. : M(D-S)
SIGN : 

APPROVED/VERIFIED BY:

NAME : V. S. Wagh
DESIG. : DGMID-01
SIGN : 



**MAZAGON DOCK
SHIPBUILDERS LTD,**
DOCKYARD ROAD,
MUMBAI - 400 010

PROJECT-FPV

CLIENT: ICG


**DESIGN-
STRUCTURAL SECTION**

**Specifications for Supply of
Aluminum Chequered Plates**


TSP No. 0116-16
DATE: 10 Nov. 2025
Rev- 01
Page: 2 of 6

REV. NO.	REV. DATE	DESCRIPTION	AUTHORITY	SIGN
0	27 Feb 2025	First Issue	MDL	
1	10 Nov 2025	Grade change in CI 8.1	MDL	


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1. **PREAMBLE**

1.1 This document covers the technical requirements for supply of Aluminium Chequered Plates for Fast Patrol Vessels (14 nos.).

1.2 The supplier shall not alter the scope of supply or any other aspect governed by this document, without specific concurrence from MDL, even if any other authority (Inspection authority or their resident inspector etc.) seek such alterations.

2. **GOVERNING SPECIFICATIONS:** Aluminium Chequered Plates shall be supplied as per the following specifications:

2.1 ABS "Rules for Materials and Welding" - Part 2.

Note: The term "Class" can be interpreted as "ABS under IACS" through-out the TSP.

3. **SCOPE OF SUPPLY:** Aluminium Chequered Plates shall be supplied as follows:

	Description	Thickness	Material Specification	Quantity
a)	Aluminium Chequered Plates/Sheets (As-rolled)	6mm	ABS Al 5083 or equivalent grade	As per Cl. 8

3.1 Location of Delivery for above items at M/s. Mazagon Dock Shipbuilders Limited, Anik Chembur Store, Mumbai.

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4. **MANUFACTURING OF ALUMINIUM CHEQUERED PLATES:** The manufacturing process of the Aluminium Chequered plates shall be as per ABS "Rules for Materials and welding Part 2".

- 4.1 Thickness Tolerances- As per ABS Class.
- 4.2 Surface Finish - As per ABS Class.
- 4.3 Acceptance criteria - As per ABS Class.
- 4.4 Pattern on Chequered Plate – Diamond/Compass/2- bar pattern/5- bar pattern

5. **INSPECTION OF ALUMINIUM CHEQUERED PLATES:**

- 5.1 Inspection Authority and inspection stages: The Inspection and certification of the Aluminium Chequered plates shall have two stages. These inspections shall cover the process, product, quality and quantities as detailed below:

	Stage (I)	Authority (II)	Documentation (III)	Remarks (IV)
a)	Finished Final product	ABS Class.	Certificates as per Cl. (6) of the TSP.	Test and inspection reports review by ABS Class.
b)	Finished product on receipt at MDL Stores	MDL SQC at MDL	Inspection report	Visual inspection of surface quality, dimension and quantities has to be carried-out in-line with material received. The inspection report shall be binding for rectification /replacement by manufacturer.

6. **TEST CERTIFICATES:**

- 6.1 Certification by the Manufacturer: The Aluminium Chequered plates shall be supplied with Aluminium Chequered Manufacturer's Mill Test Certificates, which are duly certified by ABS class.

- 6.2 The certificate shall state the process of manufacture, Aluminium Chequered grade, cast composition and mechanical tests applicable to the Material as per relevant part of ABS Class. The Certificates shall also indicate the numbers or identification marks of the casts/heat to which the plates belong to and the same shall correspond with the numbers marked on the Aluminium Chequered

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plates being supplied. The test certificates accompanying the consignment must confirm that the Aluminium Chequered plates supplied, fully meets the specifications and the supplied documents must tally with the material received in totality.

6.3 The copy of the original Mill Test Certificates duly certified by respective Shipbuilding Class shall be submitted to MDL prior to receipt of Aluminium Chequered consignment at the MDL stores. A copy of the same shall accompany the consignment also. The original certificate shall be submitted along with invoice.

7. IDENTIFICATION/PACKING AND FORWARDING :

All finished products are to be correctly identified and are to be legibly marked with the following information without double markings:

7.1 Each plate shall be inkjet Stamp/laser/Stencil marked/Sticker marking as applicable. The type of stamping/markings of any sort on the plates is clearly followed as per the Class requirements wherever applicable. Additional to the class requirements the manufacturer shall ensure that the stamped/markings shall be clearly legible at the time of receipt inspection for easy identification as below:

8. Quantities

8.1 Summary of Total Quantities (plates of Al 5083) for 14 Nos FPV ship:

Sr. No.	Grade	L (mm)	B (mm)	T (mm)	Weight per Plate (Kg)	Qty (Nos.) for 14 Ships	Weight (Kg) for 14 Ships
1	Al 5083*	5000	1250	6	101.625	448	45,528.00
Total						448	45,528.00

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