

**MAZAGON DOCK SHIPBUILDERS LIMITED**  
**GEM OPEN TENDER**  
**SERVICE LEVEL AGREEMENT**

**DIVISION: SUBMARINE**

**DEPARTMENT- COMMERCIAL (EAST YARD)**

MAZAGON DOCK SHIPBUILDERS LIMITED (MDL), Mumbai India, a premier Warship building, Ship repair, Submarine Construction & Refits and Heavy Engineering Company owned by Government of India under Ministry of Defence.

MDL invites competitive bid through GeM Portal, in TWO BID SYSTEM (Part-I Techno Commercial Bid and Part-II Price Bid) for the supplies/Services from Suppliers/ Bidders/ Contractors.

**Subject: Supply, Installation, Testing, Commissioning and Training of Tyre Mounted Portable High Pressure Air Compressor.**

**1. Description:**

**Supply, Installation, Testing, Commissioning and Training of Tyre Mounted Portable High Pressure Air Compressor**

**Detailed scope of work and Technical specification at Enclosure -01.**

**Note: - Any technical query related to subject GeM bid shall be forwarded to following:**

**Mr. Nikhil Sankpal, DM (PIG-EY)**

**Telephone: 022 2376 3607**

**Email: [nhsankpal@mazdock.com](mailto:nhsankpal@mazdock.com)**

**2. Instructions to the bidder:**

- a. Bidders should submit all documents strictly through GeM only. Physical copy of the bid will not be accepted except for the physical copies of documents requested in the tender.
- b. In case of supply/services of duplicate / spurious / substandard items by the firm, MDL will resort to prosecution of the firm by legal action with all the stringent measures against the firm for supplying such items which had led to delay of the project of national importance and has endangered the national security. The firm will also be blacklisted in MDL & will be debarred from quoting in future MDL tenders and the same will be intimated to all other public sector undertakings and other Government organization.
- c. Bidders are requested to ensure that only relevant documents complete in all respect as indicated in the tender should be attached with their offer. The first page of every uploaded set of scanned document shall be an index of its contents. In case the offers received against this tender are more than 20, no opportunity will be extended for submission of deficient documents after opening of bids. The evaluation of the offers will be carried out and bidders will be qualified based on the documents received along with their offer.
- d. Delivery date mentioned in the RFQ/Tender is tentative. However, bidders have to follow delivery schedule as per purchase order. Noncompliance of the same beyond the contractual terms may lead to imposition of liquidated damages or cancellation of contract/ Purchase order.
- e. Where requests are made by bidders with reasons for extension of the tender closing date provided such an extension will not adversely affect the project schedule and bidders are instructed for submission of such request in the concerned commercial department at least 2 days in advance excluding the day of tender closing date, amendment to the tender enquiry may be issued.

- f. Any participating firm which has been debarred/blacklisted by Central/State Governments or by any entity controlled by Central/State Governments from participating in any of their project, as on date of submission of Tender, shall not be eligible to submit the Tender.
- g. Tender is inseparable requirement of Goods, "if a firm quotes NIL charges/consideration against the tender line items, the bid shall be treated as unresponsive and will not be considered"

### 3. Pre Qualification Criteria(PQC)

#### I. Technical PQC

The bidder should have manufactured and supplied HP air compressor of volume flow rate with min 30 M<sup>3</sup> / hr to max 100 M<sup>3</sup> / hr, working pressure more than 250 Bar or higher specifications at least one quantity in the last seven years, ending 31st Jan 2025.

#### II. Commercial PQC

i) The average annual financial turnover of 'The bidder' during the last three years, ending 31<sup>st</sup> 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 1,05,00,000/-** as per the annual report (audited balance sheet and profit and loss account) of the relevant period, duly authenticated by a Chartered Accountant/Cost Accountant in India or equivalent in relevant countries.

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).

**Note:** Bidders need to upload / submit supporting documentary evidence in support of the Pre-Qualification Criteria Viz. Work / Purchase Order, Work Completion Certificate/ Proof of payment with Tax Invoice / Store Receipt and Acceptance Report or any other evidence that confirms that the work is completed which is issued by the party for whom the work is done. HOD-C (East Yard) or TNC has a right to verify / cause verification of authenticity of the said documents whenever felt necessary.

### 4. Earnest Money Deposit (EMD) / Bid Security

**Earnest Money Deposit: INR 7,00,000/-**

EMD shall be obtained by way 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. Crossed DD / Pay Order issued by Co-operative banks however may be considered to be accepted and the bid would be considered accordingly.

**Bids / Offers without EMD/Bid Bond along with Part-I bid will not be considered.** EMD of unsuccessful bidders will be returned after finalization of the tender and shall be interest free.

**Firm should submit the original EMD in closed envelope (Sealed), Super scribed as EMD/BID Bond for Bid No....., due date, time, and addressed to, HOD (EY-Commercial Dept.), Alcock Yard, MAZAGON DOCK SHIPBUILDERS LIMITED, Dock Yard Road, Mumbai, 400010, INDIA, and should be Submitted at below address within 7 working days from the Bid closing date.**

HOD (Commercial – East Yard),  
4th floor, North Block, SSA Work Shop, Office building, Alcock Yard,  
MAZAGON DOCK SHIPBUILDERS LIMITED,  
Dockyard Road,  
Mumbai-400010, India.

Bank Details for EMD transfer through NEFT Mode.  
Beneficiary Name: Mazagon Dock Shipbuilders Limited  
Current A/c. No.: 10005255246

IFSC Code: SBIN0009054  
Bank Name: STATE BANK OF INDIA  
Bank Branch Address:  
"Mazagaon Dock Branch, Opp. Nirman Bhavan, Mazagaon, Mumbai-400010."

Timely submission of the original EMD is the responsibility of the bidders and no reasons / excuses in this regard will be entertained by MDL. Original EMD reached after 7 working days from tender closing date & time will render the e-bid (submitted by bidder) liable for rejection.

**5. Validity Period of Bid:**

Bid shall remain valid for a period of not less than **180 days** after the deadline date for bid submission. Technically accepted bidder shall be given opportunity to accept validity as per the tender in case of shorter validity quoted by him. Non-acceptance there after shall be rejected by MDL as nonresponsive.

**6. Delivery Schedule/period or Service Completion Period:**

- i) Firm to SUPPLY, INSTALLATION COMMISSIONING of items within 6 Months from date of GEM contract.
- ii) Contract Period: Contract period will be 01 years from the placement of order / GEM contract.
  - Note:
    - a) Delivery/completion date to be considered for the purpose of Liquidated Damages (if any) will be the date of delivery/completion of items in MDL. You are requested to confirm the delivery/completion schedule in the offer.
    - b) Bidder is requested to quote acceptance of the delivery period in the offer. Delayed deliveries beyond stipulated delivery period shall attract LD as per tender terms.

**7. Terms of Delivery:** Free Door Delivery to MDL Stores East Yard/Job Location.

**Consignee:** The supplier shall arrange dispatch of goods by appropriate transport mode as per the order and consign the same to:

Delivery Location:

**Mazagon Dock Shipbuilders Ltd,  
Stores East Yard  
Dockyard Road, Mumbai – 400 010.**

**8. Submission of Revised Bids:**

The bidders if so desire may modify their bids prior to the closing date and time of the tender enquiry. However, it shall be the responsibility of the bidder to ensure that they have submitted the revised bid in GEM.

**9. Bid Rejection Criteria:**

**i) 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:

- a) Bids received after tender closing date and time.
- (b) Bidders who are debarred under PPP MII order 2017, GeM, CPPP including Tender holiday issued by MDL.
- (c) Bids received without EMD (other than those who are exempted from payment of EMD).

**ii) Liable for Rejection Criteria**

- a) Non-compliance/non-acceptance to any of the terms and conditions of the tender shall render the bid liable for rejection. Equal time and opportunity for submission of deficient techno commercial

documents and clarification shall be given to the bidders. Bidders are required to submit such documents / clarifications within the duration / date stipulated by MDL failing which their bids will be rejected.

b) Bids received without Integrity Pact duly signed by the bidder on each page.

**~~e) OEM/Authorised Dealer/Agents of Supplier~~**

~~Except in case of Commercially Off the Shelf (COTS) items, in cases where the manufacturer has submitted the bid, the bids of its authorised dealer will not be considered and EMD will be returned. And in case of violations, both infringing bids will be rejected.~~

~~There can be only one bid from the following:~~

- ~~i) The principal manufacturer directly or through one Indian agent on his behalf; and~~
- ~~ii) Indian/foreign agent on behalf of only one principal.~~

d) Any deviation to tender conditions having financial implication will be liable for rejection since ranking of bids with respect to these deviations will not be possible on GeM portal. (Ranking of BID)

**10. Guarantee & warranty:** Bidder shall warranty the performance of the compressor for a period of 18 months after commissioning and acceptance by MDL user dept. During this period, defects if any shall be attended free of cost within 3 working days on being notified.

**11. Performance Security (Performance Bank Guarantee cum Security Deposit):**

Successful bidders need to submit Performance Bank Guarantee (PBG) cum Security Deposit (SD) for an amount of **5 %** of the value of the contract (excluding taxes & duties). 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. Performance Security is to be furnished within **25 days** after notification of the award of contract and it should remain valid for a period of **60 (sixty)** days beyond the date of completion of all contractual obligations of the supplier, **including warranty obligations.**

**Non submission of Performance Security:**

- i. In case of failure to submit performance security by the supplier within 25 days of transmission / notification of order by any mode, EMD (if available) will be forfeited and MDL reserves the right to cancel the order and invoke the risk purchase clause. If it is established that the contractor has failed to comply with the Guarantee/warranty obligations, the PSBG will be encashed by MDL. MDL's decision in this regard shall be final and binding on the supplier / contractor.
- ii. In cases where the supplier / contractor has not submitted the PS and already commenced supply / services, Performance security will be retained from the bills, if any. In such case, interest will be recovered for the period starting from 26th day of transmission / notification of order/contract by any mode and amount involved at the relevant rate of interest for that quarter. For Indian suppliers, it will be SBI BPLR plus 2%.

**12. Forfeiture of Performance Security:**

Forfeiture of Performance Security shall be done in case of non-performance of agreed terms and or default/breach by bidder / supplier with application of risk purchase provisions or tender holiday where applicable.

**13. Pricing:**

- i) As per GEM terms (Please check carefully for taxes before bidding).
- ii) The quoted prices shall remain firm and fixed during the currency of the order / contract unless agreed otherwise by MDL.
- iii) Bidder shall quote the prices for services indicated / listed in the GeM Bid enquiry for execution of the services complying with the terms and conditions indicated at the Scope of Work.

- iv) Firm to provide price breakup of each activity in the form of percentage as per the rate sheet format attached at Enclosure along with the technical bid.
- v) The reference price, if any, indicated anywhere in the tender document against each line item is only notional and has no commercial relevance. Therefore, such reference price should not be considered as guidance price and the bidders shall quote their price based on their costing and pricing policies.

#### 14.Firm Price / Price Variation:

Prices quoted by bidder shall remain firm and fixed during the period of the contract and not subject to variation on any account.:

#### 15.Trade Receivable Discounting System (TReDS) for MSEs

- a) TReDS is a digital platform to help MSMEs to address their financial needs for facilitating the financing of trade receivables from buyers, through multiple financiers. TReDS is governed by the Reserve Bank of India under the Payment and Settlement Systems Act, 2017 and the Factoring Regulations Act, 2011. Under the TReDS initiative, at present, RBI has given licenses to three participants (A. TReDS Ltd, RXIL, M1 Xchange). MDL is registered for TReDS online platform with A. TReDS Ltd, and M1Xchange to facilitate payments to MSMEs through TReDS. At TReDS, auctioning of invoices at competitive and transparent environment is done by financiers based on Buyer's credit profile.
- b) MSE bidders desirous to receive payments through TReDS platform may avail the facility if they are already registered on TReDS platform or by registering on any one of the service provider. Contact details of TReDS platform service providers are to be indicated. MSE bidders upon successful delivery shall submit their invoices along with the mandated enclosures at MDL, central receipt section. MSE vendors, desirous to receive payments through a particular TReDS platform must submit their TReDS details along with the invoice at MDL, central receipt section. Upon receipt and acceptance of the supplied material and receipt of invoices with the mandated enclosures, MDL shall process the invoice for payment on that particular TReDS platform. Any unfinanced invoices / invoices of MSE bidders seeking payment from MDL directly shall be processed as per the standard payment terms agreed in PO / contract.

#### 16.Payment Terms

Payments shall be made to the seller within 15 days of issue of consignee receipt-cum-acceptance certificate (CRAC) and on submission of following documents:

Sr.No.	Release of Payment	Document required
1	After delivery of 02 Nos. of trolley mounted HP compressor, 80% payment will be released.	<ul style="list-style-type: none"> <li>i. 02 Copies of signed original invoice</li> <li>ii. Warranty certificate</li> <li>iii. Bidder to submit copies of COC (Certificate of Conformity) as per Enclosure-12</li> <li>iv. GRN copy</li> <li>v. Acceptance certificate by SOT (MB)/ User (CM and above from EY-Engg. Dept./ SOT(MB)</li> </ul>
2	After delivery of 02 sets of Pressure Regulating Valve (400 bar to 250 bar), 10 % payment will be released	<ul style="list-style-type: none"> <li>i. 02 Copies of signed original invoice</li> <li>ii. Warranty certificate</li> <li>iii. Bidder to submit copies of COC (Certificate of Conformity) as per Enclosure 12</li> <li>iv. GRN copy</li> <li>Acceptance certificate by SOT (MB)/ User (CM and above from EY-Engg. Dept./ SOT(MB)</li> </ul>
3	After Installation, testing, commissioning and training of 02 nos. of trolley mounted HP air compressor and PRV, 10 % payment will be released.	<ul style="list-style-type: none"> <li>i) 02 Copies of signed original invoice</li> <li>ii) WCC/ Final Acceptance certificate by user (CM &amp; above EY-Engg. Dept./ SOT(MB)</li> </ul>

Note:

- i No advance payment is allowed.
- ii The warranty period will be applicable as per detailed scope of supply/work at Enclosure-1 from date of final acceptance e by MDL user dept.
- iii All enclosures are as per Scope of Work (SOW) of GeM Bid

**17. E-invoice:**

The vendors, whose aggregate turnover in any preceding financial year from FY 2017-18 onwards, exceeds INR 5 crore as per GST Act or as applicable from time to time, will have to issue an e- Invoice with a Quick Response (QR) code and Invoice Registration No.(IRN), It is important to note that MDL will not be entitled for Input Tax Credit (ITC)/GST on a vendor Invoice which is not compliant with the above e-Invoice notification. Wherever GST is applicable, payment will be released against e- Invoice, or Invoice accompanied with vendor's self-declaration that "we do not fall under the category of registered persons notified under Rule 48(4) of the Central GST Rules, 2017 and we are not required to comply with e-Invoicing provisions under GST Act, as our aggregate turnover in any preceding financial year from 2017-18 onwards has not exceeded INR 5 crore as per GST Act".

**18.Ranking of Bids:**

As per GeM portal ranking only.

**19.Debarment of bidders / suppliers:**

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

**20.Provisions of Official Secrets Act, 1923:**

Extract of provisions of the Official Secret Act as per the enclosure should be signed stamped and enclosed in the offer.

**21.Public Grievance Cell:**

A Public Grievance Cell headed by Shree R R Kumar (ED-Production), President, has been set up in the Company. Members of public having complaints or grievances are advised to contact him on Wednesday between 10.00 hours and 12.30 hours in his office on 3rd floor, west Block, MAZAGON DOCK SHIPBUILDERS LTD, Dock Yard Road, Mumbai 400010, INDIA or send their complaints / grievances to him in writing for redressal. His Telephone No. is 022 2378 2338, 2376 2106.

**22.Book Examination Clause (BEC):**

In case it is found to the satisfaction of MDL that the Supplier has engaged an Agent or paid commission or influenced any person to obtain the contract as described in clauses relating to Agents/Agency Commission and penalty for use of undue influence, the supplier, on a specific request of MDL shall provide necessary information/inspection of the relevant financial documents/information.

**23.Liquidated Damages:**

- a) The job should be completed as per delivery schedule plan issued by MDL. This delivery schedule will be strictly adhered for execution & same will be criteria for LD applicability.

- b) Delay in execution of the released work as per delivery schedule will attract LD at a rate of 0.5% per week up to a maximum of 10% for the incomplete portion of the allocated work as per the delivery schedule.

**NOTE:**

PLG-EY will submit delay analysis report for calculation of liquidated damage along with Work Completion Certificate.

**24.Integrity Pact:**

- i) The bidder has to submit Integrity Pact as per the attached format in the **enclosure-10**
- ii) 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 liable for bid rejection criteria.
- iii) In case of issues related to Integrity Pact (IP) please contact Independent External Monitor (IEM) whose details are as below:
  - a) Mr. M.N. Krishnamurthy (IPS Retd)
  - b) Mr. P V Rao  
Email id: [pasupuletirao@yahoo.co.in](mailto:pasupuletirao@yahoo.co.in)

**25.Option Clause:**

MDL retains the right to place orders for an additional quantity up to 50% of the originally contracted quantity at the same rate and terms & conditions of the contract, during the validity of the contract-

**26.Inspection and Testing:**

- I. Third Party Inspection pertaining to material & testing from third party agency M/s IRS/ Lloyd/ DNV is to be carried out by the Bidder at their own cost at factory for workmanship & material. The material certificate will be issued by Government Authorized Lab. of those item manufactured in India. The stage of inspection (Q.A. plan) to be submitted within 10 days from the date of purchase order, for approval by MDL.
  - II. Factory acceptance trial shall be witness by representative of MDL & SOT rep at supplier premises along with the third-party inspection agency for which supplier has to send the prior information, of at least 20 days in advance. The charges for SOT rep personnel will borne by MDL.
  - III. In Factory Acceptance Test (FAT) several test /trial should be performed at various stages to verify the QA process and capability of compressor to meet the required quality of compressor. The supplier should submit the QAP & material specification and certificate FAT procedure to MDL within 10 days from the date of purchase order, for approval.
  - IV. Receipt inspection shall be carried out on receipt of the equipment at MDL, by MDL user Dept, SOT rep, QA and vendor representative
- Note:** On successful completion of the inspection, Work Completion Certificate (WCC)/ Acceptance certificate by SOT (MB)/ User (CM and above from EY-Engg. Dept./ SOT(MB)

**27.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 MDL during the period of bid validity.

**28.Right to reject any or all bids:**

MDL reserves its right to accept or reject any or all bids, abandon / cancel the tender process, and issue another tender for the same or similar Goods/Services at any time before the award of the

contract. It would have no liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for such action(s).

**29. Contacting MDL during the evaluation:**

From the time of bid submission to awarding the contract, no bidder shall contact MDL on any matter relating to the submitted bid. If a Bidder needs to contact MDL for any reason relating to this tender and/ or its bid, it should do so only in writing or electronically. Any effort by a Bidder to influence MDL during the processing of bids, evaluation, bid comparison or award decisions shall be construed as a violation of the Code of Integrity, and bid shall be liable to be rejected as nonresponsive in addition to other punitive actions for violation of Code of Integrity as per the Tender Document.

**30. Claims by firms:**

No claims by the firms will be entertained after 03 years from date of execution/completion of order.

**31. Cancellation / Foreclosure / Termination of order:**

Action for cancellation / foreclosure / termination of order shall be taken in any of the following conditions / circumstances.

- i) On the basis of Government Order.
- ii) Defaults / Breach on part of the contractor / Supplier / supplier in complying with agreed terms of order / contract.
- iii) Liquidation / Dissolution of the Firm or entity on whom the original order is placed.
- iv) Unreasonable delays in supply of ordered articles or services or documentation.
- v) Supplies made not meeting the ordered specifications.
- vi) Activities of any of the Proprietor / Partner being found to be Antisocial / Anti -National liable for penal action under Indian Penal Code or imposed with penalty of black listing / debarred by MDL, Owners, Govt. of India or any such authorities at any time during validity of the contract / order.
- vii) The Purchase Order not accepted by the vendor within the stipulated period.

When the contractor / Supplier is found to be liable for action under any of the above provisions, MDL may terminate or cancel the contract / order in part or full by written notice of default sent to the contractor / Supplier without prejudice to any other remedy invoking risk purchase clause and execution of work / order through other agencies.

**32. Cartel Formation/Pool Rates:**

- i) Pool/cartel formation is against the basic principle of competitive bidding and defeats the very purpose of an open and competitive tendering system. Such and similar tactics to avoid/control true competition in a tender leading to "Appreciable Adverse Effect on Competition" (AAEC) have been declared as an offence under the Competition Act, 2002, as amended by the Competition (Amendment) Act, 2007.
- ii) If this is found, suitable administrative actions can be resorted to, such as rejecting the offers, reporting the matter to trade associations, the Competition Commission or NSIC, etc., and requesting them, inter-alia, to take suitable strong actions against such firms. The purchaser may also debar the tenderers indulging in cartel formation/collusive bidding/bid rigging for a period of two years from participation in the tenders of the Purchaser.

**33. Any other terms and conditions not mentioned above but mentioned in Scope of work at the enclosure will be applicable.**

**Note:**



Any material, equipment, infrastructure facility, required directly or indirectly for completing the subject work, as per the scope of work & drawing given, if not mentioned in MDL's scope, has to be arranged by the subcontractor without any extra cost to MDL.

In case of the performance of the contractor is not satisfactory MDL reserves the right to cancel the order and lift the material from contractor.

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

**For MAZAGON DOCK SHIPBUILDERS LIMITED**

**Amit Prakash, DM (C-EY)**

**Email: amitprakash@mazdock.com**

**Phone: 022 2376 2613**

(Purchase Executive)

**List of enclosures:**

1. Enclosure 1: TEF acceptance Format.
2. Enclosure 2: Scope of Supply
3. Enclosure 3: Rate sheet
4. Enclosure 4: Declaration of Compliance on Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017
5. Enclosure 5: Declaration certificate for Local Content
6. Enclosure 6: Declaration certificate for Actual Local Content
7. Enclosure 7: Extract of provisions of the official secrets act, 1923
8. Enclosure 8: Performa Bank guarantee for Bid Bond / EMD
9. Enclosure 9: Performa Performance Bank Guarantee cum Security Deposit
10. Enclosure 10: Performa of Integrity Pact
11. Enclosure 11: Format of Warranty certificate
12. Enclosure 12: Format of CERTIFICATE OF CONFORMITY
13. Enclosure 13: Deviation Sheet

**Note:**

**Bidders have to upload filled and signed enclosures along with the offers on their letterhead except for the bonds and the bank guarantees.**

**Undertaking: Supplier / Contractor shall also furnish undertaking regarding protection of intellectual property rights and that issued design drawing will be returned without reproducing and retaining any copies at their end.**

**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	<del>12.</del>	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	<del>29.</del>	ACC / DEV	30.	ACC / DEV
<del>31.</del>	ACC / DEV	32.	ACC / DEV	33.	ACC / DEV

**COMPANY'S NAME & ADDRESS:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

SIGNATURE:

DATE:

NAME:

DESIGNATION:

BIDDER'S COMPANY SEAL:

**Note:**

- Bidder confirms to have carefully read the Terms & Conditions enclosed only with this Tender Enquiry Form (TEF) prior to filling up this acceptance format.
- Bidder confirms that this format has been **properly filled, signed and returned** along with our technical offer (Part-I) for considering the Bid.
- Bidder confirms to have indicated **“ACC” for Accepted, “DEV” for Deviation** taken for each clause number in the above table.
- 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)**.
- 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

### **Scope of Work & Scope of Supply**

### **Supply, Installation, Testing, Commissioning and Training of Tyre Mounted Portable High Pressure Air Compressor.**

**HP Compressor of pressure 400 bar and control at pressure-400 Bar & 250 Bar with capacity-54 m<sup>3</sup>/Hr)**

Required Technical Specification of HP Air Compressor with block drying unit (HP Air dryer):

- Volume Flow Rate :- 54 m<sup>3</sup> /Hr.
- Working Pressure :- 400 bar and 250 bar.
- Max. Allowable working pressure :- 400 bar.
- Speed :- @ 1480 rpm.
- Cooling :- Air cool.
- Drive :- Direct drive
- Ambient temp. range :- 0 / +55 °C

### Standard Scope of Supply in Equipment:

The compressor block & motor should be coupled by means of a flexible coupling OR V-Belt drive & to be mounted on a common heavy steel fabricated structure. In addition to this, following features/ accessories should be incorporated:

- Air intake filter.
- Intercooler at each stage & final after cooler.
- Air pressure gauge at each stage.
- Pressure reducing station. (From 400 bar to 250 bar)
- Air temperature gauge at each stage.
- Air temperature high alarm / trip.
- Pressure oil lubrication (with low oil pressure alarm system).
- Oil pressure gauges.
- Visibility of oil level.
- Safety valve at each stage.
- Condensate (oil /water) separator at all stage.
- Auto drains system (condensate) after each stage and BDU.
- Auto –unload start relief integrated with the auto-drain system.
- Flexible drive coupling OR V-Belt drive
- Air dryer arrangement integrated (Desiccant Regenerative Type) with the compressor with following specification
  - Ambient temperature range --- 0 /+ 55-degree C
  - Residual Oil Content -- less than 3 mg/ m<sup>3</sup> (by weight) Type in free air.
  - Dust content -- less than 10 micron
  - Material for air dryer is SS.
- Mention the size of compressor & also give the detail of trailer & canopy which will be provided.
- The canopy should have provisions for protecting the electrical/ control components and air intake filter from rain and dust.

- Photograph of shore Sulzer compressor for canopy.

**Accessories included in Standard supply:**

- Auto Stop/ Start pressure remote control switch.
- Emergency Shut-off valve to be provided.
- Pressure valve to be provided for air delivery.
- Resilient AV mounts.
- Flexible Hose for air outlet (Including final non–return valve)- 1000 mm long 12x2.5 bite type.
- Suitable Flexible hose for condensate (oil /water) drainage connection- 1000 mm long dia60x5 mm.
- Hose drum arrangement for 150-meter capacity hose.
- Cable drum arrangement for 150-meter flexible cable.
- Auto stop/Start pressure switch /sensor remote control.

Test Certification & Documentation: - Factory Test.

- Maintenance manual along with recommended time based and running hour based routines.
- PIL of compressor & motor to enable ordering of spares in the future.

**General Conditions:**

1. The power supply available in the yard is 3 phase, 415 Volts, 50 Hertz and 1 phase, 220 Volts, 50 Hertz. The compressor should work on this power supply.
2. All test parameters are to be recorded and submitted as part of documentation.
3. You have to submit the detailed technical specifications with the part list catalogues, GA drawings, Electrical drawings for control panels and circuit, isolation / protective panel if any, operation and maintenance manuals, trouble shooting, defect rectification in quadruplicate.
4. All the materials used, should have test certificates and conform to their respective specifications and third-party acceptance certificates are to be submitted to MDL.
5. You have to submit complete quality plan within 10 days from the date of receipt of order and get it approved by MDL. Any correction suggested by user dept. to be corrected within 5 days.
6. You shall supply 2 copies + 1 soft copy of operating and maintenance instruction manual to MDL and it should indicate the following:
  - Precautions to be taken during operation and maintenance.
  - Trouble shooting chart and rectification methods.
  - Recommended list of spares part, part list catalogue.
  - A print of as fitted drawings.

**Inspection and Certification:**

1. Third Party Inspection pertaining to material & testing from third party agency M/s IRS/ Lloyd/ DNV is to be carried out by the Bidder at their own cost at factory for workmanship & material. The material certificate will be issued by Government Authorized Lab. of those item manufactured in India. The stage of inspection (Q.A. plan) to be submitted within 10 days from the date of purchase order, for approval by MDL.
2. Factory acceptance trial shall be witness by representative of MDL & SOT rep at supplier premises along with the third-party inspection agency for which supplier has to send the prior information, of at least 20 days in advance. The charges for SOT rep personnel will borne by MDL.
3. In Factory Acceptance Test (FAT) several test /trial should be performed at various stages to verify the QA process and capability of compressor to meet the required quality of compressor. The supplier should submit the QAP & material specification and certificate FAT procedure to MDL within 10 days from the date of purchase order, for approval.
4. Receipt inspection shall be carried out on receipt of the equipment at MDL, by MDL user Dept, SOT rep, QA and vendor representative.

#### **Warranty:**

Bidder shall warranty the performance of the compressor for a period of 18 months after commissioning and acceptance by MDL user dept. During this period, defects if any shall be attended free of cost within 3 working days on being notified.

Installation, testing, commissioning (at 100 m<sup>3</sup>/Hr) and training to MDL employee as per scope of work.

#### **Payment Terms and Documents:**

Sr.No.	Release of Payment	Document required
1	After delivery of 02 Nos. of trolley mounted HP compressor, 80% payment will be released.	<ul style="list-style-type: none"> <li>vi. GRN copy</li> <li>vii. 02 Copies of signed original invoice</li> <li>viii. Warranty certificate</li> <li>ix. COC</li> <li>x. Acceptance certificate by SOT (MB)/ User (CM and above from EY-Engg. Dept./ SOT(MB)</li> </ul>
2	After delivery of 02 sets of Pressure Regulating Valve (400 bar to 250 bar), 10 % payment will be released	<ul style="list-style-type: none"> <li>i. GRN copy</li> <li>ii. 02 Copies of signed original invoice</li> <li>iii. Warranty certificate</li> <li>iv. COC</li> <li>v. Acceptance certificate by SOT (MB)/ User (CM and above from EY-Engg. Dept./ SOT(MB)</li> </ul>
3	After Installation, testing, commissioning and training of 02 nos. of trolley mounted HP air compressor and PRV, 10 % payment will be released.	WCC/ Final Acceptance certificate by user (CM & above EY-Engg. Dept./ SOT(MB)

**Installation and Commissioning:**

1. Supplier shall be responsible for installation, setting to work and commissioning of the Compressor as per IN directive place will be decided or at NSRY Karwar. The Bidder is solely responsible if the installation & commissioning period extends due to any reasons, not attributed by MDL.
2. You shall arrange all manpower, tools and any other items required for installing and commissioning of the compressor.
3. You have to give the details of space required for installing the compressor, power supply and any other requirements to be provided by MDL for working this system. MDL will provide Electric supply, compressed air and water free of cost. All charges of installation/ commissioning/ service Engineer to be borne by the Bidder.
4. Spares consumed while setting the machine to work /commissioning shall be replaced by the bidder one to one basis free of cost.

**Training:**

Bidder has to impart complete training on operation & maintenance of the compressor to Operatives & maintenance personnel after successful commissioning at Mumbai location.

**Delivery schedule:** 06 months from the date of PO.

**Contract Period:** 01 year from the date of PO.

**Enclosure-3****RATE SHEET PRESCRIBED FORMAT***(Please quote on your letter head only)***NOTE: DO NOT MENTION PRICES.**

<b>Sr. No</b>	<b>Material/Service Description</b>	<b>Qty</b>	<b>Unit</b>	<b>Unit Rate (Rs.)</b>	<b>Total Cost (Rs.)</b>
01	Supply of HP Air Compressor model with electrical motor, 400 bar, 54 m3/hr, fitted with control panel, canopy, dryer (Adsorption/Refrigeration) and trolley mounted & portable version.	2	Nos	Quoted / Not quoted	Quoted / Not quoted
02	Supply of Pressure Regulating Valve (PRV). 400 bar to 250 bar	2	Nos	Quoted / Not quoted	Quoted / Not quoted
03	Installation, testing, commissioning and training for HP air compressor and PRV	2	Nos	Quoted / Not quoted	Quoted / Not quoted

a. The seller has read, understood and accept the complete Scope of work.  
(Yes/No)

Yes/No

<b>Taxes and duties</b>		
<b>Tax head</b>	<b>Rate applicable</b>	<b>Percentage of total Amount on which the tax is applicable</b>
GST		
Any other Taxes/Duties (Bidder to specify)		

**Note:**

- 1) The Prices indicated in the Price Bid shall be as per GEM terms (Please check carefully for taxes before bidding)
- 2) Bidders are advised to check and quote the correct GST%. Incase the bidder quotes incorrect GST% on lower side when compared to correct GST%, the difference in GST% will be adjusted by reducing the basic quoted price without increasing the Total quoted price (inclusive of Taxes). Incase the bidder quotes incorrect GST% on higher side when compared to correct GST%, the correct GST% will be considered without change in the basic quoted price

Name: .....

Designation: .....

Date: .....

Bidders Company Seal .....

**Enclosure-4**

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

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

**DECLARATION BY AUTHORISED SIGNATORY OF THE FIRM**

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

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

2) I have read the Order (Public Procurement No.4) dtd 23 Feb 2023 on the subject of Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017 regarding restrictions on procurement from a bidder of a country which shares a land border with India and comply to all the provisions of the Order.

3) I certify that M/s .....(name of bidder entity) **is not from such a country and does not have any specified Transfer of Technology (ToT) from such a country / is from such a country or if having specified ToT from such country, has been registered with the Competent Authority (strike out whichever is not applicable)**. I hereby certify that this SUPPLIER fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority is attached]

4) I certify that M/s .....(name of bidder entity) **is not from such a country or, if from such a country, has been registered with the Competent Authority (strike out whichever is not applicable)** and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]

5) I understand that the submission of incorrect data and / or if certificate / declaration given by M/s .....(name of bidder entity) is found to be false, this would be a ground for immediate termination and further legal action in accordance with law as per Clause 18 of the Public Order on Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017

**AUTHORISED SIGNATURE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**Seal / Stamp of Bidder**



**DECLARATION CERTIFICATION FOR LOCAL CONTENT**

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

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

**IN RESPECT OF BID / TENDER No.**.....

**ISSUED BY:** (Name of Firm) .....

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

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

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have read and understood the requirement of local content (LC) and same is specified as percentage calculated in accordance with the definition provide 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 requirement as specified in the tender for ‘Class- I Local Supplier’ / ‘Class-II Local Supplier’, and as above.
- (d) I understand that a bidder can seek benefit of either Public Procurement Policy for MSEs – Order 2012 or Public Procurement (preference to make in India) Order 2017 and not both and once the option is declared / selected it is not permitted to be modified subsequently Accordingly, I seek the benefit from the below declared purchase preference policy only.

i) I seek benefits against the following policy only (Select only one Option):

1) PPP MSE Order 2012 ☐ (applicable for MSE manufacturers)

2) PPP MII 2017 ☐ (applicable for Class I suppliers as well as MSE manufacturers )

(Note: if not declared / selected it shall be deemed that purchase preference benefit is sought under PPP MII 2017 policy. However, selection of both the options will be treated as ambiguous and will result in rejection of bid )

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. Location as name of country will be considered as ambiguous and such bids shall be rejected.)

Attach separate sheet duly signed if space is not sufficient.

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

f) I accept that the Procurement Authority / Institution / MDL / Nodal Ministry has the right to request that the local content be verified in terms of the requirements of revised Public Procurement (preference to Make in India) Order 2017 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 dated 16.09.2020

SIGNATURE: .....

DATE: .....

Seal / Stamp of Bidder

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

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

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

**IN RESPECT OF CONTRACT No./ PO No.**.....  
**ISSUED BY: (Name of Firm):**.....

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

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

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

(b) My/our company has declared the local content at the time of tender as under

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

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

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

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

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

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

**SIGNATURE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**Stamp / Seal of the company**

Enclosure- 07

**EXTRACT OF PROVISIONS OF THE OFFICIAL SECRETS ACT, 1923****SECTION 2(B): "PROHIBITED PLACE"**

It is defined as the place of any work of Defence Dockyard and other so belonging or occupied and used for the purpose of building, repairing, making or storing any ammunitions of war.

For the purpose of the above definition, sketch includes any photograph or other mode of representing any place or thing.

**SECTION 3: "PENALTIES FOR SPYING"**

If any person unlawfully - approaches, inspects, passes over or is in the vicinity of any clear place; or make any sketches intended to be directly or indirectly useful to an enemy ; or c) Obtains collects records or communicates to any other person any secret official code.

Shall be liable for imprisonment of 14 years in case of Defence Installation.

**SECTION 4: "COMMUNICATION WITH FOREIGN AGENTS"**

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

**SECTION 5: "WRONGFUL COMMUNICATION OF INFORMATION"**

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

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

Shall be guilty of an offence under this Act.

**SECTION 6: "UNAUTHORISED USE OF UNIFORMS"**

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

**SECTION 7: "INTERFERING WITH OFFICERS OF POLICE"**

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

**SECTION 8: "DUTY OF GIVING INFORMATION"**

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

**SECTION 9: "INCITEMENT"**

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

**SECTION 10: "PENALTY FOR HARBOURING SPIES"**

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

**SECTION 11: “SEARCH WARRANTS”**

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

We accept and comply by the above clauses of EXTRACT OF PROVISIONS OF THE OFFICIAL SECRETS ACT, 1923.

Bidder's Signature.....

Bidder's Name.....

Company Seal.....

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**Enclosure-8****PROFORMA BANK GUARANTEE FOR BID BOND / EMD**

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

IN CONSIDERATION OF MAZAGON DOCK SHIPBUILDERS LIMITED, a company incorporated under the Companies Act 1956 and having its registered office at Dockyard Road, Mumbai 400010 (hereinafter referred to as the "the Company" which expression shall, unless it be repugnant or contrary to the subject or context thereof, be deemed to mean and include its successors and assigns) having agreed to accept the Earnest Money Deposit (EMD) of Rs----- (Rupees-----only) in the form of Bank Guarantee from Messers ----- a partnership firm/sole proprietor business/a company registered under the Companies Act, 1956 having its office at ----- (hereinafter called "the tenderer" which expression shall, unless it be repugnant or contrary to the subject or context thereof, be deemed to mean and include its successors and assigns) for participating in the Tender no. .... dated ..... (hereinafter called "the tender" which expression shall include any amendments/alterations to "the tender" issued by "the Company") for the supply, delivery at site, installation and commissioning of certain equipment, item/services/civil works etc., We, ----- Bank having office at ----- (hereinafter referred to as "the Bank" which expression shall include its successors and assigns) hereby agree to pay to the Company without any demur on first demand an amount not exceeding Rs. .... (Rupees ..... only) against any loss or damage, costs, charges and expenses caused to or suffered by the Company by reason of non performance and non-fulfilment or for any breach on the part of the tenderer of any of the terms and conditions of the said tender.

2. We, ----- Bank further agree that the Company shall be sole judge whether the said tenderer has failed to perform or fulfil the said tender in terms thereof or committed breach of any terms and conditions of the tender the extent of loss, damage, cost, charges and expenses suffered or incurred or would be suffered or incurred by the Company on account thereof and we waive in the favour of the Company 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 Company as such shall be final and binding on the Bank as to the Bank's liability to pay and the amount demanded and the Bank undertake to pay the Company the amount so demanded on first demand and without any demur notwithstanding any dispute raised by the tenderer or any suit or other legal proceedings including arbitration pending before any court, tribunal or arbitrator relating thereto, our liability under this guarantee being absolute and unconditional.

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

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

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

7. Notwithstanding anything contained herein above:

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

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

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

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

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

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

**Enclosure-09****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 LIMITED, a company incorporated under the Companies Act 1956 and having its registered office at Dockyard Road, Mumbai 400010 (hereinafter referred to as the "the Purchaser" which expression shall, unless it be repugnant or contrary to the subject or context thereof, be deemed to mean and include its successors and assigns) having placed an order on Messers ..... a partnership firm/sole proprietor business/a company registered under the Companies Act, 1956 having its office at ..... (hereinafter called "the Contractor/ Supplier" which expression shall, unless it be repugnant or contrary to the subject or context thereof, be deemed to mean and include its successors and assigns) vide order No..... dated..... (hereinafter called "the order" which expression shall include any amendments/alterations to "the order" issued by "the Purchaser") for the supply , delivery at site, installation and commissioning of certain equipment, item/services/civil works etc. as stated in the said Order and the Purchaser having agreed with the Contractor/Supplier to accept a Bank Guarantee in lieu of Performance Security payable under the said order for the fulfillment and performance of the said order, We, ..... Bank having office at ..... (hereinafter referred to as "the Bank" which expression shall 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% of the order value against any loss or damage, costs, charges and expenses caused to or suffered by the Purchaser by reason of non performance and non-fulfillment or for any breach on the part of the Contractor / Supplier of any of the terms and conditions of the said order.

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

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

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

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

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

7. Notwithstanding anything contained herein above:

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

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

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

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

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

For ..... Bank

(by its constituted attorney)

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

**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 Conditions of Contract (GCC) 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 Purchase Manual containing the Standard Terms and Conditions (STAC) and General Terms and Conditions (GT&C) in respect of procurement contracts for goods, services and civil works.

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

(2) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlines 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.

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

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

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

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

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

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

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

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

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

i) If the Bidder or any employee of the Bidder or any person acting on behalf of the Bidder, either directly or indirectly, is closely related to any of the officers of the Buyer, or alternatively, if any close relative of an officer of the Buyer has financial interest/stake in the Bidder's firm, the same shall be disclosed by the Bidder at the time of filing of tender. Any failure to disclose the interest involved shall entitle the Buyer to rescind the contract without payment of any compensation to the Bidder.

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

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

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

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

#### **Section 5 - Previous Transgression:**

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

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

#### **Section 6 - Equal treatment of all 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.

(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 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 8 - Independent External Monitor/Monitors:**

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

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

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

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

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

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

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

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

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

#### **Section 9 - Pact Duration:**

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. 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 DOCK Shipbuilders LIMITED for & on behalf of Bidder/Contractor

(Office Seal) (Office Seal)

Place\_\_\_\_\_

Date\_\_\_\_\_

Witness 1:

Witness 2:

(Name & Address)

(Name & Address)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

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**Enclosure-11****FORM OF WARRANTY CERTIFICATE**

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

..... (Name of firm) certify that the following Items identified by the following references related to Submarine No:

Description of Item(s).....

Manufacturer's Serial Number (OR any other such ID No) of the Equipment / Item.....

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

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

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

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

For and on behalf of

<b>Order reference Number</b>	
<b>Description of Material</b>	
<b>Corresponding to Invoice No &amp; Date</b>	

**Enclosure-12****FORM OF CERTIFICATE OF CONFORMITY**

In accordance with the Order N°..... Dated ..... placed by MAZAGON DOCK SHIPBUILDERS LIMITED on (Bidder's Name) and corresponding to (Bidder's Name) invoice no ..... dated.....

1. We herewith certify that corresponding to the Item description.....are in conformity with the requirements of above-mentioned PO No. ....Dtd.....

<b>Item no as per PO</b>	<b>Item Description as per PO</b>	<b>Type/part No.</b>	<b>Measurement Unit</b>	<b>Quantity as per PO</b>	<b>Quantity accepted</b>

2. We further certify that: -

- a. Each of the items supplied has been identified by permanent marks (such as PART No) with appropriate method such as engraving / non erasable ink/punching where permissible)
- b. Technical descriptions / spares / detailed function of sub-assemblies is in FULL CO-RELATION with item supplied.
- c. Item supplied is to comply with Technical specification placed at Enclosure 1, Annexure B.

For and Behalf of

OEM's Name

In Charge of Quality

Seal, Signature & Date

**DEVIATION SHEET**

To,  
**Additional General Manager (CE-Y)**  
**MAZAGON DOCK SHIPBUILDERS LIMITED**  
**COMMERCIAL DEPARTMENT-EAST YARD.**

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

**COMPANY'S NAME & ADDRESS:**

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

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

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