Mazagon Dock Shipbuilders Limited
(Business Development & Contracts Dept)

PRE-BID ENQUIRY TENDER (OPEN TENDER)

Pre-Bid Enquiry For Back To Back Execution Of MbPA Tender For "Design, Fabrication, Supply, Installation, Testing And Commissioning Of New Inner Lock Gate At Indira Dock MbPA".

MAZAGON DOCK SHIPBUILDERS LTD. (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, is contracted for construction of six in number SCORPENE SUBMARINES (P75-Project) for INDIAN NAVY in collaboration with M/s. NAVAL GROUP, FRANCE.

MDL intends to participate in MbPA Tender (Tender No. MEED.24/2026, dtd. 31.07.2026). This Pre-bid Enquiry/Tender is floated for "Complete Execution of scope of work for the jobs to be executed for the MbPA Tender (Tender No. MEED.24/2026, dtd. 31.07.2026) on turnkey basis (back to back)". Pre-bid Agreement shall be signed with the L1 Bidder post technical/commercial qualification & price negotiation. However, it is to be noted that order will be placed (on vendor with whom pre-bid agreement has been signed) only after award of contract to MDL by MbPA i.e. MDL stands L1 in MbPA tender and is awarded contract by MbPA. In case the order is not placed by MbPA on MDL, the pre-bid agreement is not binding and stands cancelled.

(A) TENDER ENQUIRY FORM:

1.	**Description:** **Pre-Bid Enquiry For Back To Back Execution Of MbPA Tender For "Design, Fabrication, Supply, Installation, Testing And Commissioning Of New Inner Lock Gate At Indira Dock MbPA".** The detailed scope of work is attached as **Enclosure-1**.
2.	**Instructions to the bidder:** Bidder should submit all documents strictly through GeM Portal only.
3.	**Validity Period:** Bids / Offers shall have a validity period of 180 Days from the GeM Bid closing date. A bid valid for a shorter period will be liable for rejection.
4.	**Earnest Money Deposit (EMD) / Bid Security:** Rs. 1,28,52,000/- (EMD exemptions shall apply as per MDL Purchase Manual Cl. 7.4.2(a), inter-alia for MSEs with valid UDYAM Registration, NSIC-registered firms, DIPP-recognized Start-ups, firms registered with MDL and PSUs, subject to submission of valid supporting documents along with the bid; offers of non-exempt bidders received without EMD shall be rejected.)
5.	**Submission of offer: -** Offer must be forwarded through GeM Portal and scanned copies of the below mentioned documents to be attached: Soft Copies/Scanned Copies of below mentioned documents/details are i) Bidder's Statement on their Company Letterhead indicating GeM Bid No, GeM Bid Date, confirming compliance and acceptance on the Scope of Work/Supplies and other Terms and Conditions as included in this GeM Bid enquiry, duly signed, stamped and dated by bidder's authorized person(s). ii) Bidder to submit Declaration of Local content as per **Enclosure-2**. iii) Bidder to submit signed scanned copy of this complete document with SOW as acceptance. iv) Bidder to submit Integrity Pact as per **Enclosure-4** v) Previous experience in similar products, platforms and services as the case may be, along with copies of Work Orders / Contracts and Completion Certificates in support of the Pre-qualification Criteria at Sr. No. 6 vi) Company balance sheets for past 3 years. Note: - Any Techno-commercial query related to subject GeM bid shall be forwarded to following emails: pksarkar@mazdock.com/ business@mazdock.com
6.	**Pre-qualification Criteria :** Bidder should meet following pre-qualification criteria : 1. **Technical Criteria:** Bidder's experience of having executed/ completed similar services during last 7 years ending till the original tender closing date should be either of the following: a. Three contracts/ orders of similar completed services each of not less than **Rs 25.70 Cr.** OR

	b. Two contracts/ orders of similar completed services each of not less than **Rs 32.13 Cr** OR c. One contract/ order of similar completed services each of not less than **Rs 51.41 Cr** ("Similar services" shall mean completed or 80% completed work or contracts encompassing design, fabrication and installation / commissioning, or major repair / replacement, of dock lock gates / caisson gates / dock gates or comparable large marine steel structures. The bidder should also have experience of marine salvage/ wreck removal works.) **2. Commercial Criteria:** d. The average annual financial turnover of 'The bidder' during the last three years, ending 31st March of the previous financial year excluding the calendar year of tendering should be **INR 19.28 Cr** and Net worth of the bidder as per latest audited annual financial result shall be positive 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. e. Bidders Shop and establishment registration certificate or registration certificate from registrar of firms or certificate of incorporation from Registrar of Companies or any other valid document that confirms the firm's status. (Not required for permanent registered vendors with MDL).
7.	**Bid Rejection Criteria:-**
	Following criteria for rejection of the bids: **(A) Categorical Rejection:** The following conditions / deviations are non-negotiable and therefore any bid falling under these conditions / deviations shall be summarily rejected. Bidders to note that they shall not be provided any opportunity to rectify these conditions / deviations post bid opening: (i) Bids received after tender closing date and time. (ii) Bids received other than GeM Portal (iii) Bidders who are debarred under PPP MII order 2017, GeM, CPPP including Tender holiday issued by MDL. (iv) Bids received without Integrity Pact duly signed by the bidder on each page.
8.	**Delivery/completion Period / Contract Period /Completion Schedule:** **a) Completion Period:** Within 365 days of date of award b) The detailed scope of supply/work is placed at **Enclosure-1**. c) Bidder is requested to quote acceptance of the Completion period in the offer. Delayed deliveries beyond stipulated completion period shall attract LD as per tender terms. Note: Completion date to be considered for the purpose of Liquidated Damages (if any) will be the date of installation & acceptance of the gate at MbPA. You are requested to confirm the delivery/completion schedule in the offer.

If the Service Provider fails to deliver any or all of the Services within the original/re-fixed delivery period(s) specified in the contract, the Buyer will be entitled to deduct/recover the Liquidated Damages for the delay @ 0.5% of the contract value per week or part of the week of delayed period as pre-estimated damages not exceeding 10% of the contract value without any controversy/ dispute of any sort whatsoever. Further, any liquidated damages imposed by the Authority on MDL shall be recovered in full from the vendor. MDL may deduct such amounts from payments due to the vendor to the extent same have been deducted by the authority from MDL.

9. Pricing:

a) The quoted prices shall remain firm and fixed during the currency of the order / contract unless agreed otherwise by MDL. Bidder shall quote the prices in GeM Bid.

b) **Bidders to note that GeM Prices must be inclusive of all Taxes and duties. Bidders are required to quote prices inclusive of all taxes & duties.**

10. Terms of Payment:

- No Advance payment is allowed.
- Payment will be cleared during 15 days of submission of invoice and relevant documents.
- The payment milestone is as follows :-

Stage No.	Description of Stage	Stage payment
a.	Post finalization of Design and approval of drawings and followed by placement of confirmed orders for all bought out items	Ten (10) percent of the cost.
b.	Post completion of fabrication of fifty (50) percent structural steel.	Fifteen (15) percent of the cost.
c.	Post completion of total fabrication	Fifteen (15) percent of the cost.
d.	When the Lock Gate is completed in all respects inclusive of fitment of spear post, roller, pipes, valves sill block, mitre post, heel post, sealing timbers, fenders and placement of solid ballast and Certification by TPIA.	Ten (10) percent of the cost.
e.	When the new Lock Gate brought to the Indira Dock Premises, the existing Lock Gate removed and the new Lock Gate fitted in position and connected with the existing Water Hydraulic Gate Operating Machinery and Trials completed.	Fifteen (15) percent of the cost.
f.	After satisfactory trials of ILG Oil Hydraulic Power packs and Lock Gate operating machineries.	Ten (10) percent of the cost.
g.	After fitment of walkway deck and final commissioning of ILG with Hydraulic Power packs and the Lock Gate operating machinery	Ten (10) percent of the cost.
i	Final certification by TPIA and handover to MbPA.	Fifteen (15) percent of the cost.

11. Inspection/acceptance criteria:

As per MbPA tender MEED.24/2026.

12.	**Guarantee/ Warranty:** As per MbPA tender MEED.24/2026.
13.	**Performance Security (Performance Bank Guarantee cum Security Deposit):** Bidder shall submit Performance Security {Performance Bank Guarantee (PBG) cum Security Deposit (SD)} for an amount of 5% (Five per cent) of the Contract/Order value (excluding taxes & duties), valid for a period of 60 days beyond the date of completion of all contractual obligations including the Guarantee / Defect Liability period of 24 months, 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 as per MDL standard format at **Enclosure-6** within 25 days after notification of the award(actual order placement) of contract. Security Deposit will be refunded to the contractor without interest, after he duly performs and completes the contract in all respects but not later than 60(sixty) days of completion of all such obligations including the warranty under the contract. Non-submission or late submission of Security Deposit: (i) MDL may at their discretion cancel the order and invoke risk purchase clause. (ii) If MDL does not cancel the order, then interest will be recovered on the Security deposit amount for the late submission of Security deposit at the rate of interest i.e. SBI BPLR plus 2% in case of Indigenous bidders & EUROBOR/LIBOR plus 2% in case of foreign bidders declared by Indian Nationalized Bank State Bank of India for that quarter
14.	GoI vide Order (Public Procurement No.4) dtd 23 Feb 2023 has imposed Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017 on bidders from a country which shares a land border with India. Accordingly, following shall be complied by the Bidders while submitting bids. A) Any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only of bidder is registered with the Competent Authority. The Competent Authority for the purpose of registration under this Order shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT). The Bidder shall submit declaration / certificate as per **Enclosure-5** towards compliance of Public Order on Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017. B) "Bidder (or entity) from a country which shares a land border with India" for the purpose of this Order (Public Procurement No.4) means- a) An entity incorporated, established or registered in such a country; or b) A subsidiary of an entity incorporated, established or registered in such a country; or c) An entity substantially controlled through entities incorporated, established or registered in such a country; or d) An entity whose beneficial owner is situated in such a country; or e) An Indian (or other) agent of such an entity; or f) A natural person who is a citizen of such a country; or

	g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above D) "Beneficial owner" for the purpose of above paragraph (C) will be as under: (i) In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person(s), has a controlling ownership interest or who exercises control through other means. Explanation- a. "Controlling ownership interest" means ownership of, or entitlement to, more than twenty-five per cent of shares or capital or profits of the company; b. "Control" shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholder's agreements or voting agreements; (ii) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership; (iii) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals; (iv) Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official; (v) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership. D) "Agent" is a person employed to do any act for another, or to represent another in dealings with third persons.
15.	**Integrity Pact:** The Integrity Pact essentially envisages the agreement between prospective venders/bidders and MDL committing the person/officials of both the parties not to exercise any corrupt influence on any aspect of the contract. only those venders/bidders who enter into such an integrity pact with the MDL would be competent to participate in the bid. Therefore, non-acceptance of integrity pact by the vender/bidders shall be categorical rejection criteria. The Bidder must accept and sign the "Integrity Pact" attached as **Enclosure-4**. Independent External Monitor (IEM) appointed by MDL will have power to access all the document and examine the complaints received by him.

	Details of Independent External Monitor (IEMs) are as below: 1. Mr. M. N. Krishnamurthy, IPS(Retd) Email : krishnamurthymn19@gmail.com 2. Mr. Deepak Kashyap, IRTS(Retd) Email : deepakkashyapnd02@gmail.com IEM may be contacted for issues related to Integrity Pact (IP). For any other administrative enquiries and clarification on tender, bidders may contact Dealing Executive.
16.	**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, a) Bidder has withdrawn / modified / amended / impaired / derogated from the tender during the period of bid validity. b) Bidder fails or refuses to execute the contract upon notification of acceptance of bid by the purchaser during the period of bid validity.
17.	**Liquidated Damages:** Time is an essence of the contract. Therefore, the job, as ordered, should be completed on the dates mutually agreed upon in accordance with the delivery/ completion schedule mentioned in PO. In cases of delay not attributable to Purchaser, beyond the agreed schedule, the Supplier / Contractor shall pay liquidated damages, a sum representing 0.5 % (Half percent) per week or part thereof, subject to maximum of 10% of the value of the order/ contract. Further, any liquidated damages imposed by the Authority on MDL shall be recovered in full from the vendor. MDL may deduct such amounts from payments due to the vendor to the extent same have been deducted by the authority from MDL.
18.	**Insurance cover:** Firm has to comply all insurance related requirement as per MbPA tender MEED.24/2026.
19.	MDL reserves the right to consider placement of Order / Contract in part or in full against the tendered quantity.
20.	In case of any technical clarifications, bidder is requested to contact Mr. Pramit Sarkar, Email Id : pksarkar@mazdock.com, Ph No- 022-23763019/3072 before the closing date of the tender. We look forward to receive your most competitive and reasonable offer against this tender.

(B) GENERAL CONDITIONS OF CONTRACT (GCC):

The word 'Purchaser' refers to MAZAGON DOCK SHIPBUILDERS LIMITED, (MDL), a Company within the meaning of Companies Act, 2013 and it includes its successors or assignees.
The word 'Bidder' (including the term 'tenderer', 'consultant' 'vendor' or 'service provider' in certain contexts) means any legal entity such as firm(s) of Proprietorship / Partnership Firm / Limited Liability Partnership / Private Limited / Limited company / Society registered under Society's Act / Statutory Bodies/ Consortium/ Joint Venture etc. participating in a procurement process.
The word 'Owner' means the person or authority with whom Mazagon Dock Shipbuilders Limited (Purchaser) has contracted to carry out work in relation to which orders are placed by the Purchaser on the Bidder/Supplier/Contractor under this contract for supply or manufacture of certain items and would include Department of Defence Production, Ministry of Defence, Government of India, the Indian Navy, the Coast Guard and any other specified authority.
Unless otherwise indicated specifically by the bidder / contractor in his bid, it shall be construed as his acceptance of all the conditions mentioned in this GCC.

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

2. **LANGUAGE OF CONTRACT**

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

3. **GOVERNING LAWS AND JURISDICTION**

3.1 **Governing Laws and Jurisdiction**

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

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

3.2 **Changes in Laws and Regulations**

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

4. **CONFIDENTIALITY, SECRECY AND IPR RIGHTS**

(a) **IPR Rights**

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

(b) **Confidentiality**

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

(c) **Secrecy**

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

(d) **Obligations of the contractor**

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

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

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

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

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

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

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

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

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

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

5. **<u>PERMITS, APPROVALS AND LICENSES</u>** (Applicable for Goods and Services)

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

6. **TRANSFER OF TITLE OF GOODS** (Applicable for Goods)

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

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

7. **EXTENSION OF DELIVERY PERIOD**

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

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

When the period of delivery is extended due to delays attributable to the contractor, the amendment extending the delivery period shall, inter alia, be subject to the following conditions:

(i) **Liquidated Damages**

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

(ii) **Denial Clause**

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

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

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

(c) **Liquidated damages**

If the contractor fails to deliver any or all of the Goods or fails to perform the incidental Works/ Services (e.g. installation, commissioning or operator training) within the time frame(s) incorporated in the contract, MDL shall, without prejudice to other rights and remedies available to MDL under the contract, deduct from the contract price, as agreed liquidated damages, but not as a penalty, a sum equivalent to the 0.5 % percent (excluding taxes) of the delivered price of the delayed Goods and/ or incidental Works/ Services for each week of delay or part thereof until actual delivery or performance, subject to a maximum deduction of the 10% of the delayed Goods' or incidental Works/ Services' contract price(s). Besides liquidated damages during such a delay, the denial clause shall also apply. Any failure or delay by any subcontractor, though their employment may have been sanctioned shall not be admitted as aground for any extension of time or for exempting the contractor from liability for any such loss or damage as aforesaid.

8. **<u>DEFAULTS, BREACHES & TERMINATION OF CONTRACT</u>**

Termination due to Breach, Default, and Insolvency

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

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

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

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

(ii) **Insolvency**

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

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

(b) **Notice for Default**

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

(c) **Terminations for Default**

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

(ii) Such termination shall not prejudice or affect the rights and remedies, including under sub-clause below, which have accrued and/ or shall accrue to MDL after that. Unless otherwise instructed by MDL, the contractor shall continue to perform the contract to the extent not terminated. All warranty obligations, if any, shall continue to survive despite the termination.

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

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

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

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

(iii) Recover liquidated damages and invoke denial clause for delays.

(iv) Encash and/ or Forfeit performance or other contractual securities.

(v) Prefer claims against insurances, if any.

(vi) Terminate contract for default, fully or partially including its right for Riskand-Cost Procurement as per following sub-clause.

(e) **Risk and Cost Procurement**

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

Note: Regarding the Goods which are not readily available in the market and where procurement difficulties are experienced, the period for making risk procurement shall be nine months instead of six months provided above. Initiate legal proceedings for the recovery of the losses and damages, not addressable by the above means.

9. **CLOSURE OF CONTRACT**

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

10. **COMMUNICATION AND LANGUAGE FOR DOCUMENTATION**

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

11. **PRESERVATION AND MAINTENANCE**

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

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

12. **FREIGHT AND INSURANCE.** (Applicable for Goods)

(a) **For Indigenous Bidders**

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

(b) **For Foreign Bidders**

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

13. **DEMURRAGE** (Applicable for Goods)

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

14. **CANCELLATION OF TENDER**

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

15. **PURCHASER'S PROPERTY.**

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

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

16. ~~**REJECTION OF MATERIALS**~~

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

17. **RECOVERY-ADJUSTMENT PROVISIONS**

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

18. **INDEMNIFICATION**

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

19. **TRANSFER OF SUPPLIERS / CONTRACTOR'S RIGHTS** (Applicable for Goods and Services)

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

20. **SUBCONTRACT AND RIGHT OF PURCHASER**

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

21. **PATENT RIGHTS**

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

22. **AGENTS/AGENCY COMMISSION**

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

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

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

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

23. **USE OF UNDUE INFLUENCE / CORRUPT PRACTICES**

The Bidder / Supplier / Contractor undertakes that he has not used corrupt practices or used any undue influence which is not admissible as per Indian law to obtain contract/order or in doing any business with the purchaser.

If found that Bidder / Supplier / Contractor is involved in such wrong practices, then Purchaser is entitled to cancel the contract/s and all or any other contracts and then to recover from the Bidder / Supplier / Contractor the amounts of any loss arising from such contracts' cancellation, including but not limited to imposition of penal damages, forfeiture of Performance security, encashment of the Bank Guarantee and refund of the amounts paid by the Purchaser.

24. **IMMUNITY OF GOVERNMENT OF INDIA CLAUSE**

It is expressly understood and agreed by and between M/s. (Bidder / Supplier /

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

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

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

27. **DUTY OF PERSONNEL OF SUPPLIER/CONTRACTOR**

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

28. **DISPUTE RESOLUTION MECHANISM AND ARBITRATION**
(a) **Dispute resolution mechanism(DRM)**
- (i) Any dispute/differences between the parties arising out of and in connection with the contract shall be settled amicably by mutual negotiations at HoS/HoD level.
- (ii) In case of non-settlement by (i) above, if at any time, before, during or after the contract period any unsettled claim, dispute or difference arose between the parties, upon or in relation to or in connection with or in any way touching or concerning this tender/agreement/order/contract, the same shall be referred to the concerned Functional Director.
  The Functional Director shall then nominate an Executive of the rank of
  General Manager whom he thinks fit and competent or a Committee of Executives who/which shall then scrutinise the claims/disputes that have been referred to the

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

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

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

b) Arbitration (Applicable for Goods and Services)

(v) Unresolved disputes/differences, if any, shall then be settled by Arbitration.

(vi) The Arbitration proceedings shall be conducted at Mumbai, India, in English Language, under the Arbitration and Conciliation Act, 1996 as amended from time to time and the rules thereunder.

(vii)MDL prefers to have arbitration through Institutes such as Indian Council of

(viii) Arbitration (ICA)/ICA-DR, Mumbai Centre for International Arbitration, International Chamber of Commerce (ICC), Singapore International Arbitration Centre (SIAC) with the mutual consent of the parties.

(ix) In case of unresolved difference/dispute between the Purchaser and Supplier, being Central Public Sector Enterprises/Central Govt. departments, the disputes shall be resolved firstly through mutual discussion or through the empowered agencies of the Govt. or through arbitration by reference by either party to the department of Public Enterprises, as per extant guidelines. If disputes/differences remain unresolved/unexecuted, the same shall be referred first to the Cabinet Secretariat and then, if necessary to the PMO. Any changes to arbitration clause must be vetted by HOD (Legal) before incorporation in contract/PO.

29. <u>JURISDICTION OF COURTS</u>

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

30. <u>CONTRACT LABOUR (REGULATION AND ABOLITION) ACT 1970</u>

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

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

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

31. **MINIMUM WAGES ACT**

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

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

32. **BONUS ACT (**Applicable for Services)

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

33. **FACTORIES ACT** (Applicable for Services)

The Contractor / Bidder shall observe all applicable Rules and Regulations stipulated under Factories Act applicable to contract labour.
The Contractor / Bidder shall maintain a separate register prescribed under the Act and pay Privilege Leave wages to all eligible employees.
On completion of execution of the contract and before winding up, the Contractor / Bidder shall pay proportionate Privilege Leave wages to all eligible employees.

34. **EMPLOYEES’ PROVIDENT FUNDS AND MISCELLANEOUS PROVISIONS ACT, 1952** (Applicable for Services)

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

(a) under the Employees’ Provident Funds and Miscellaneous Act, 1952,
(b) under the Family Pension Scheme, and
(c) under the Employees’ Deposit Linked Insurance Scheme and pay the contributions both in respect of his employees and his own. He shall submit all the necessary returns and other particulars periodically as prescribed under the said Act. Contractor / Bidder shall cover from the first day working all his contract labour on MDL jobs by filling requisite returns to concerned Statutory authorities and obtaining Code Numbers / Account Numbers. Contractor / Bidder shall remit employees’ and employers’ contributions directly to the concerned authorities along with Inspection and Administrative Charges as per relevant provisions of the concerned Acts and Schemes made there under within 15 days from the close of every month. The Contractor / Bidder must submit copies of P. F. dues payment challans, copy of Form No. 12 (A), copy of form No. 6 (A) (Annually) and copies of Muster Roll of their workmen every month to Corporate Personnel Department before renewal of passes for entry into the yard. The

Contractor / Bidder must also attend to P. F. Inspections by concerned authorities and submit copy of the Inspection Report.

The Contractor / Bidder through his own P. F. code number shall fill in P. F. / Pension settlement forms of all the employees engaged in Purchaser's Yard, well in advance of last working day and forwards the said settlement forms to the respective P. F. Commissioner's office for settlement. Contractors who are yet to obtain PF code shall apply for Code no s to PF Commissioners Office and furnish copies of the same to Corporate Personnel Department. Purchaser shall recover PF dues from the contractors running bills till such time the PF Code no is obtained.

The Contractor / Bidder may contact Corporate Personnel Department for the purpose to seek any / all clarification / necessary advice for completion of procedural work such as filling labour challans, E. S. I., P. F. - declaration forms, covering their labour under Group Insurance Policy, etc. An Administrative charge @ Rs. 10/- per employee per month for such consultancy will be recovered from all the contractors from the bills of the respective contracts.

35. **EMPLOYEES' STATE INSURANCE ACT** (Applicable for Services)

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

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

36. **SAFETY**

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

The Contractor / Bidder shall be required to provide his workmen with Boiler Suits of any suitable colour other than blue or white, with the Name of the Contractor in prominent letters on the boiler suits along with personal protection gears like safety shoes, hand gloves etc.

workmen of the Contractor / Bidder must wear throughout their working while in the premises of MDL. Contractor's workmen working without safety gears are to be disallowed for work.

37. **POLICE VERIFICATION OF EMPLOYEES**

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

38. **FORCE MAJEURE**

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

Yours Faithfully,

Pramit Kr Sarkar
Manager, Business Devolvement & Contracts
Tel. 022-23763072/3019
Email: pksarkar@mazdock.com

Enclosures

Enclosure-1: Scope of Supply / Work.
Enclosure-2: Declaration of Local content
Enclosure-2a: Actual Local content
Enclosure-3: Rate Sheet format
Enclosure-3a: Schedule of Quantities
Enclosure-4: Integrity Pact (IP)
Enclosure-5: Declaration Certificate w.r.t Land Border Clause (Order (Public Procurement No.4) dtd 23 Feb 2023 on Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017
Enclosure-6: Format of Performance Bank Guarantee cum security
Enclosure-7: List of approved banks.
Enclosure-8: TEF Acceptance format
Enclosure-9: GCC Acceptance format
Enclosure-10 : MbPA Tender
Enclosure-11 : NDA Format

<u>Enclosure-1</u>

SCOPE OF SUPPLY/WORK

MDL intends to participate in MbPA Tender (Tender No. MEED.24/2026, dtd. 31.07.2026) (**Refer Enclosure – 10).** This Pre-bid Enquiry/ Tender is floated for “Complete Execution of scope of work for the jobs to be executed for the MbPA Tender (Tender No. MEED.24/2026, dtd. 31.07.2026) on turnkey basis (back to back)”. MDL has received the drawings set from MbPA required for the work & the same can be shared with the interested bidders post receipt of Signed NDA (**Enclosure-11**); for which interested bidders to mail the dealing officer.

Major scope of work includes following but not limited to :

a) Site Inspection and Dimensional Verification of the existing Inner Lock Gate (in position) to verify all critical dimensions and operational details, based on available drawings.

b) Preparation of Fabrication Drawings –i.e developing of detailed fabrication drawings of the new mitre-type of ILG Leaves, incorporating verified field measurements and buffer clearances, and obtaining approval of IACS accredited Third Party Inspection Agency (TPIA).

c) Procurement and Fabrication of New Gate Leaves and fitment of Timbers and Accessories i.e procurement of approved-quality materials, fabricate new gate leaves and manufacture allied components and accessories including of roller carriage, bottom socket, top pintle, spear post, crocodile girders, connecting rods, sealing timbers, fenders, seals, etc and assemble them similar to the existing one and as per approved drawings.

d) Inspection/Testing and Surface Protection i.e conduct material testing, dimensional checks during and after completion of fabrication works, hydrostatic and NDT testing, followed by fitment of timber, sacrificial anodes and accessories, surface preparation, painting as per specification and approved drawing

e) Transportation and Site Readiness i.e conduct final inspection of fabricated gate leaves and transportation of same from contractor workshop to MbPA site. Then initiate preparation of the docks for upending, shifting and installation, ensuring all lifting arrangements and safety measures are in place and as per tender clauses.

f) Removal and Dismantling of Existing Gate Leaves i.e post fabrication and readiness of new gate leaves, dismantling, lifting and transporting the existing old gate leaves one by one using a floating crane by taking all safety measures at designated place as directed by MbPA concerned authorities.

g) Upending, Installation and Alignment of New Gate Leaves i.e upending the existing gate leaves along with accessories viz. roller carriage, thrust pad, etc. Then installation of new gate leaves on existing pintles and quoin recesses, executes necessary connection of crocodile girders and hydraulic linkages, then fine-tune buffer clearances, and align as per approved drawings and site requirement.

h) Conduct of Testing, Commissioning and Trial Operations of the gates and the system i.e carry out hydraulic and operational trials to verify water tightness, smooth movement and correct alignment of both leaves in presence of TPIA and MbPA concerned officials i.e witnessed and verified by IACS accredited TPIA and MbPA.

i) Submission of all approved documents, as built drawings, inspection and test certificates, paint DFT reports, TPIA reports and handing over of the new Inner Lock Gate in satisfactory working condition after commissioning.

j) Guarantee period / Defect Liability period for 2 years from the date of final acceptance / handing over of the completed work to MbPA, co-terminus (back to back) with MDL’s guarantee obligation under MbPA Tender MEED.24/2026.

k) Purchase of Insurance of Rs. 50 Crores to cover the risk of damages/ losses to new ILG Leaves during transportation from contractor workshop site to MbPA site and during upending, installation and commissioning at MbPA site. The insurance policy shall be valid till the completion of the work i.e commissioning and handing over of gates.

l) Any other requirement for the successful execution of the work.

Bidder will be responsible for complete execution of the work as per MbPA tender on back to back basis.

Enclosure-2

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:

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

(ii) 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.

(iii) 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.

(iv) 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 duty 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

Enclosure-2a

ACTUAL LOCAL CONTENT CERTIFICATE

(Tender value Less than Rs 10 Crores)

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

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

IN RESPECT OF CONTRACT No./ PO No...

ISSUED BY: (Name of Firm):..

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

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

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

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

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

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

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

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

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

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

SIGNATURE: ____________________ **DATE:** __________

Stamp / Seal of the company

Enclosure-3

RATE SHEET

SUB: RATE SHEET FOR BACK TO BACK EXECUTION OF MBPA TENDER FOR “DESIGN, FABRICATION, SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF NEW INNER LOCK GATE AT INDIRA DOCK MBPA”

Sr. No.	Qty. (Appx.)	Description	In Units	Unit Rate (Excluding Taxes & Duties (in Rs.)	Taxes & Duties (GST %)	Unit Rate (Including Taxes & Duties) (In Rs.)	Amount (in Rs.)
(1)	(2)	(3)	(4)	(5)	(6)	(7) =(5)+(6)	(8) =(2)x(7)
(a)	01	Design & detailed engineering as per scope of work and terms and conditions and site Requirement	Job				
(b)	01	TPIA Certification & inspection as per scope of work and terms and conditions.	Job				
(c)	01	Fabrication and Supply of two Gate Leaves of complete structural steel with all required components like connecting rod, heel post bracket assembly, anchor strap, roller carriage assembly, Spear rod assembly, Crocodile Girder Assembly, etc. similar to existing Lock gate system, as per scope of work and terms and conditions and site requirement.	Job				
(d)	01	Supply and fitment of all timber work (African Padduk and Teak wood) on the Gate Leaves as per scope of work and terms and conditions and site requirement.	Job				
(e)	01	Launching and transportation of new gate leaves as per scope of work and terms and conditions and site requirement.	Job				
(f)	01	Dismantling and removal of old gate leaves inclusive of checking and carrying out minor repairs, if any to the associated masonry mating surfaces for facilitation of proper sealing after removal of existing leaves as per scope of	Job				

		work and terms and conditions and site requirement.					
(g)	01	Final Fitment, installation and, connecting to existing oil hydraulic machinery, testing and commissioning of new gate leaves as per scope of work and terms and conditions and site requirement.	Job				
Grand Total Rs.							

Say Grand Total Rupees
____only.

Note:-

1. Validity of Offer**:** The contractor shall have to give validity of 180 days.
2. Completion period:- The completion period is considered 12 months form the date of LOA.

I/we have noted all the terms and condition of contract in connection with above work and agree to execute the same in accordance therewith.

Contractor's Signature

Name : --------------------------------------
Address: -------------------------------------- Seal

Enclosure-3a

SCHEDULE OF QUANTITIES

Sr. No.	Qty. (Appx.)	Description	In Units	Unit Rate (Excluding Taxes & Duties (in Rs.)	Taxes & Duties (GST %)	Unit Rate (Including Taxes & Duties) (In Rs.)	Amount (in Rs.)
(1)	(2)	(3)	(4)	(5)	(6)	(7) =(5)+(6)	(8) =(2)x(7)
(a)							
Grand Total Rs.							

Enclosure-4

INTEGRITY PACT

(On Company Letterhead)

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 and, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder(s) and /or Contractor(s).

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

Section 1 - Commitments of the Principal/Buyer:

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

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

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

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

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

   a) The Bidder(s)/Contractor(s) will not, directly or through any other persons or firm, offer promise or give to any of the Principal/Buyer's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage or any kind whatsoever during the tender process or during the execution of the contract
   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 Appendix to the MbPA Tender at Enclosure-10.

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.

<u>Section 3 - Disqualification from tender process and exclusion from future contracts:</u>

If the Bidder(s)/Contractor(s) before contract award or during execution of contract has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility as Bidder(s) in question, the Principal/Buyer is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or to terminate the contract, if already signed for such reason, as per the procedure mentioned in the "Guidelines on Banning of business dealings" Copy of the "Guidelines on Banning of business dealings" is annexed and marked as Appendix to the MbPA Tender at Enclosure-10.

1) If the Bidder(s)/Contractor(s) has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal/Buyer is entitled also to exclude the Bidder(s)/Contractor(s) from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder(s) and the amount of the damage. The exclusion will be imposed for a minimum of six months and maximum of five years, which may be further extended at the discretion of the Principal/Buyer.

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

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

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

Section 4 – Sanctions for Violation:

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

a) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the Bidder. However, the proceedings with the other Bidder (s) would continue.
b) The Earnest Money Deposit/Security Deposit/Performance Bond shall stand forfeited either fully or partially, as decided by the Principal/Buyer, and the Principal/Buyer shall not be required to assign any reason there for.
c) To immediately cancel the contract, if already signed, without giving any compensation to the Bidder.
d) To recover all sums already paid by the Principal/Buyer, in case of an Indian Bidder with interest thereon at 2% higher than the prevailing Base Rate of SBI, and in case of a Bidder from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the Bidder from the Buyer in connection with any other contract for any other Defence stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
e) To 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 - :

(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.

(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 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 of subcontractor which constitutes corruption or if the Principal has substantive suspicion in this regard, the Principal/Buyer will inform the same to the Chief Vigilance Officer, MDL.

Section 9 - 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 entitling 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 Princi pal/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.

<u>Section 10 - Pact Duration:</u>

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.

<u>Section 11 - Other provisions:</u>

(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.

<u>Section 12 – Fall Clause:</u>

"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 1:
(Name & Address) ________________________ ________________________ ________________________	(Name & Address) ________________________ ________________________ ________________________
Witness 2:	Witness 2:
(Name & Address) ________________________ ________________________ ________________________	(Name & Address) ________________________ ________________________ ________________________

Enclosure-5

Annexure "C"

(Compliance Certificate w.r.t Land Border Clause)

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

(Before completing this declaration, bidders must study the General Conditions, Definitions, Govt Directives applicable in respect of Public Procurement No.4) dtd 23 Feb 2023 on Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017).

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.

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)*, has been registered with the Competent Authority. I hereby certify that this SUPPLIER fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority is attached]

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

AUTHORISED SIGNATURE:

DATE:

SEAL / STAMP OF BIDDER :

Enclosure-6

PROFORMA BANK GUARANTEE FOR PERFORMANCE SECURITY

(ILLUSTRATIVE FORMAT)
(On Non-Judicial stamp paper of value Rs. 500/-)

IN CONSIDERATION OF MAZAGON DOCK SHIPBUILDERS LIMITED (Formerly known as MAZAGON DOCK LIMTED) a company incorporated under the Companies Act 1956 and having its registered office at Dockyard Road, Mumbai 400010 (hereinafter referred to as the "the Purchaser" which expression shall, unless it be repugnant or contrary to the subject or context thereof, be deemed to mean and include its successors and assigns) having placed an order on Messers .... a partnership firm/sole proprietor business/a company registered under the Companies Act, 1956 having its Registered 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 that the Contractor / Supplier shall furnish a security for the performance of the Contractor's / Supplier's obligations and/or discharge of the Contractor's / Supplier's liability in connection with the said order and the Purchaser having agreed with the Contractor/Supplier to accept a performance guarantee, We, …………………………………………………………………………Bank having office at .... (hereinafter referred to as "the Bank" which expression shall includes its successors and assigns) hereby agree to pay to the Purchaser without any demur on first demand an amount not exceeding Rs........... (Rupees............................only) being **5%** 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 fulfill 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 dissolutionor 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 authorized to sign on behalf of "the Bank")

NOTE:

1. Indigenous supplier or Foreign Supplier through Indian Bank to submit BG.
2. If foreign supplier submits BG through Foreign Bank the same should be submitted by SWIFT.MDL Bank SWIFT A/c.No.is SBININBB101.

****

Enclosure- 7

LIST OF 1ST CLASS BANKS FROM SBI revised.

Nationalized Banks/Public Sector Bank

1. Allahabad Bank
2. Andhra Bank
3. Bank of Baroda
4. Bank of India
5. Bank of Maharashtra
6. Canara Bank
7. Central Bank of India
8. Corporation Bank
9. Dena Bank
10. IDBI Bank
11. Indian Bank
12. Indian Overseas Bank
13. Oriental Bank of Commerce
14. Punjab & Sind Bank
15. Punjab National Bank
16. Syndicate Bank
17. State Bank of India
18. UCO Bank
19. Union Bank of India
20. United Bank of India
21. Vijaya Bank
22. State Bank of India

List of Private Banks

1. Axis Bank
2. Federal Bank
3. HDFC Bank
4. ICICI Bank
5. IndusInd Bank
6. Kotak Mahindra Bank
7. Yes Bank
8. Karur Vysya Bank
9. IDFC Bank

Enclosure- 8

TEF ACCEPTANCE FORMAT
(Bidders requested to fill complete details as)

To
MAZAGON DOCK SHIPBUILDERS LIMITED
TENDER ENQUIRY NO.: ______________________________

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

COMPANY'S NAME & ADDRESS _:

____

____

____

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

NOTES:

1. Bidder should carefully read the Terms & Conditions of the Tender Enquiry Form (TEF) prior to filling up this acceptance format.
2. This format should be properly filled, signed and returned by the bidder(s) along with their technical offer for considering their Bid.
3. Bidder should indicate "ACC" for Accepted, "DEV" for Deviation Taken for each clause number in the above table.
4. Bidder to attach Separate Sheet indicating all relevant details such as Number & description of the Clause, Reasons for Deviation and Alternative suggested for any deviations taken by them.
5. Clause numbers shown in the above format also includes the sub-clauses under these clauses. For example, Clause no. '3' means – Clause nos. 3.1, 3.1.1, 3.1.2

Enclosure-9

GCC ACCEPTANCE FORMAT

(Bidders requested to fill complete details as)

To

MAZAGON DOCK SHIPBUILDERS LIMITED

TENDER ENQUIRY NO.: ______________________________

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

COMPANY'S NAME & ADDRESS _:

____

____

____

BIDDER'S COMPANY SEAL:

SIGNATURE:

DATE:

NAME:

DESIGNATION:

NOTES:

6. Bidder should carefully read the Terms & Conditions of the General Conditions of Contract prior to filling up this acceptance format.
7. This format should be properly filled, signed and returned by the bidder(s) along with their technical offer for considering their Bid.
8. Bidder should indicate “ACC” for Accepted, “DEV” for Deviation Taken for each clause number in the above table.
9. Bidder to attach Separate Sheet indicating all relevant details such as Number & description of the Clause, Reasons for Deviation and Alternative suggested for any deviations taken by them.
10. Clause numbers shown in the above format also includes the sub-clauses under these clauses. For example, Clause no. ‘3’ means – Clause nos. 3.1, 3.1.1, 3.1.2-------------------

MUMBAI PORT AUTHORITY

MECHANICAL AND ELECTRICAL ENGINEERING DEPARTMENT

Tender No. MEED. 24 / 2026

SUBJECT: DESIGN, FABRICATION, SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF NEW INNER LOCK GATE AT INDIRA DOCK MbPA.

SCOPE OF WORK

1. Scope of work and technical specifications of inner lock gate.

1.1 INTRODUCTION

MbPA intends to carry out the entire work of replacement of Inner Lock Gate on turnkey basis. The Inner Lock Gate (ILG) at Indira Dock is a vital component of Mumbai Port Authority's operational infrastructure, maintaining the required water level within the dock basin and ensuring smooth movement of vessels. The existing Inner Lock Gate, commissioned around the year 2000, has deteriorated considerably due to long service, corrosion and fatigue of steel members. It is therefore proposed to replace the existing ILG with a new ILG. The design and construction new ILG shall be as per the existing ILG and tender drawings (copy enclosed) available with MbPA, and as per directives/ instructions of IACS accredited Third Party Inspection Agency (TPIA) and MbPA . All the design, material and works shall be verified/approved by International Association of Classification Society (IACS) accredited Third Party Inspection Agency (TPIA) engaged by contractor.

1.2 Design Criteria

The new ILG is to be designed and constructed in such a way that:

It can be operated by existing oil hydraulic operating system as well by wire ropes using the existing capstans at the site.

It can be accommodated conveniently in the existing quoin recess heel post bracket in the cope wall of the lock.

The existing sill at the bottom can be reutilized.

The existing roller path can be reutilized.

The new ILG shall be installed on the existing foundation i.e. bottom pintle and roller path and on the embedded top anchorage system of the lock gate.

The new ILG shall have the following features:

Clear width of opening	:	30.48 mtrs.
Sill Level	:	-7.324 mtrs

During the time of entry and exit of ships through the lock channel the open and close operations of ILG leaves are required to carry out, the ILG Leaves shall be suitable for such frequent operations.

The operating water level at the lock gate entrance is taken from the tide tables for Mumbai Harbour. Some important heights in relation to Datum of Soundings, which may be taken for the purpose of design as follows:

Sr.No.	Description	Measurement
1	Datum of Soundings	+0.00m
2	Highest recorded high water spring	+5.39m (June 1924)
3	Local Mean Sea level	+2.5 m
4	Lowest recorded low water	-0.46m (May 1958)

Note:

i. The gate is subjected to water head pressure of the highest tide water from the Dock side and lowest tide water from the sea side.
ii. The gate is subjected to hydrodynamic forces caused by water flowing back in front of the moving gate and by reduction of the level that takes place behind it.
iii. The gate is in almost free floating condition with water level same on either side after opening the gate and subjected to accidental berthing force of the vessels of the magnitude of 100 T acting at the flat surface of the gate.
iv .The gate is subjected to accidental forces other than that described under (d) above. These are due to silting of the gate chamber or jamming or impeding the operation of opening and closing due to obstruction on the roller path during operation.
v. In closed condition, the gate is being subjected to a live load of 500 kg/sq.m. for pedestrian accesses across its top at the cope level.

Construction

The construction of new ILG Leaves shall be a mitre type welded steel structure conforming to the configuration as per existing ILG Leaves and as per tender drawings for a clear opening of 30.48 mtrs. The gate shall be closed and opened by means of the existing oil hydraulic operating machinery. The construction of anchorage at top and bottom of Heel Post end, roller carriage arrangement at mitre end, tidal chambers, air chambers, ballast chambers, walkway deck, trunking arrangement, sealing timbers of mitre end, Heel Post end and bottom sill, skin plate fenders, lifting lugs, pulling hooks, etc . of new ILG Leaves shall be similar to existing ILG Leaves and as per tender drawings.

2. SCOPE OF WORK

2.1 The Specification/Scope of Work describe the broad requirement to which the contractor shall work and the entire work to be carried out on turnkey basis, but the fact remains that everything may not be fully specified and there may be error and omission in the specification. This shall not release the contractor from their obligation to execute the work complete in all respects in accordance with prevailing healthy practice and as per the site requirements so as to ensure smooth and reliable operation of the Inner Lock Gate (ILG) without the need for any additional work or expenditure by the Mumbai Port Authority

2.2 The subject work broadly comprises the following activities:

a) Appointing IACS accredited TPIA- Contractor shall appoint IACS accredited TPIA for witnessing, verification, certification, etc. of subject contract work as per scope of work and terms and conditions of the tender within quoted price.

b) Site Inspection and Dimensional Verification – Carry out inspection of the existing Inner Lock Gate (in position) to verify all critical dimensions and operational details, based on available drawings.

c) Preparation of Fabrication Drawings – Develop detailed fabrication drawings of the new mitre-type of ILG Leaves, incorporating verified field measurements and buffer clearances, and obtain approval of IACS accredited Third Party Inspection Agency (TPIA).

d) Procurement and Fabrication of New Gate Leaves and fitment of Timbers and Accessories – Procure approved-quality materials, fabricate new gate leaves and manufacture allied components and accessories including of roller carriage, bottom socket, top pintle, spear post, crocodile girders, connecting rods, sealing timbers, fenders, seals, etc and assemble them similar to the existing one and as per approved drawings.

e) Inspection/Testing and Surface Protection – Conduct material testing, dimensional checks during and after completion of fabrication works, hydrostatic and NDT testing, followed by fitment of timber, sacrificial anodes and accessories, surface preparation, painting as per specification and approved drawing.

f) Transportation and Site Readiness –Conduct final inspection of fabricated gate leaves and transportation of same from contractor workshop to MbPA site, preparation of the docks for upending, shifting and installation, ensuring all lifting arrangements and safety measures are in place.

g) Removal and Dismantling of Existing Gate Leaves –After fabrication and readiness of new gate leaves, dismantling, lifting and transporting the existing old gate leaves one by one using a floating crane by taking all safety measures at designated place as directed by MbPA.

h) Upending, Installation and Alignment of New Gate Leaves – Upending the gate leaves along with accessories viz. roller carriage, thrust pad, etc. Install new gate leaves on existing pintles and quoin recesses, connect crocodile girders and hydraulic linkages, fine-tune buffer clearances, and align as per approved drawings and site requirement.

i) Testing, Commissioning and Trial Operation – Carry out hydraulic and operational trials to verify water tightness, smooth movement and correct alignment of both leaves, the same shall be witnessed and verified by IACS accredited TPIA and MbPA.

j) Submission of Documentation and Handover **–** Submit all approved documents, as built drawings, inspection and test certificates, paint DFT reports, TPIA reports. Hand over the new Inner Lock Gate in satisfactory working condition after commissioning.

3. INSPECTION AND DIMENSIONAL VERIFICATION OF EXISTING GATE

3.1 Prior to fabrication, the contractor shall inspect the existing Inner Lock Gate while in position to verify all critical dimensions and operational conditions.

3.2 Measurements shall include but not be limited to overall height and width of leaves, radius of curvature, alignment of bottom and top pintles, quoin recesses, roller paths, connecting rod centerlines, sealing clearances, etc.

3.3 The dimensional verification shall be witnessed by IACS accredited TPIA (engaged by contractor) and supervised by MbPA. Any variations from available drawings shall be recorded and approved by IACS accredited TPIA and MbPA for incorporation in fabrication drawings.

3.4 MbPA may also appoint TPIA for verification/certification of materials, construction, installation and commissioning works.

4. DESIGN,CONSTRUCTION AND FABRICATION OF NEW INNER LOCK GATE

4.1 Based on verified measurements, the contractor shall prepare detailed fabrication drawings incorporating buffer clearances at pintle seatings , mitre post junctions, and heel post bearings, etc and get approved from IACS accredited TPIA appointed by contractor. These clearances shall be **fine-tuned at site** during final fitting and alignment.

4.2 The new Inner Lock Gate shall be designed and fabricated as per the existing ILG, drawings approved by IACS accredited TPIA engaged by contractor and as per site requirement. It shall be compatible with existing foundations, top and bottom pintles, roller paths and suitable to operate with existing hydraulic power pack system to the requirement of MbPA.

4.3 Each leaf shall be of welded box-type construction with curved outer skin plate at dock basin side and straight skin plates at lock/sea side.

4.4 Fabrication shall be carried out as per the approved drawings and specifications, existing gate design and requirement at site. Contractor shall provide water tight diaphragm plates in air chamber as per drawing number MbPT/SG-01/R1 and MbPT/SG/C-04 with modifications like fully welded type instead of bolted arrangement. The minimum plate thickness of 12 mm to be maintained during fabrication.

4.5 Welding shall conform to AWS D1.1 standard and approved WPS. All T-joints and 5% of butt joints of skin plates shall undergo radiographic testing.

4.6 All fabrication, testing and inspection of entire subject work shall be witnessed certified by IACS accredited TPIA and MbPA and executed as per approved WPS/QAP/ ITP.

4.7 All the anodes should be fixed on either side of both the leaves of Inner Lock Gate as per approved drawing and site requirement.

4.8 The fitment of all sealing timbers, fenders and walkway deck timbers shall be as per approved drawing and requirement at MbPA site. All bolts, nuts and washers of sealing timber, fender and walkway deck shall be hot dip galvanized. Fasteners of all sealing timbers shall be high tensile grade.

4.9 The walkway deck shall be fabricated as per approved drawing to accommodate manholes for direct access to trunkings of tidal and air chamber. Manhole cover shall be made of mild steel checker plate with lifting handles. The walkway deck shall be provided with stanchions and socket assembly along with stud less link chains, shackles, washers ,nuts and bolts etc. as per approved drawing, which shall be hot dip galvanized.

4.10 The manholes and trunking to the air chamber and water/tidal chamber shall be suitably provided for accessibility and inspection as per approve drawing. Provision of ladders shall be made for climbing down for cleaning/repairing etc. All ladders shall be hot dip galvanised coated.

4.11 The Spear Post shall be manufactured as per approved drawing and installed at gate leaf so that roller carriage shall be properly aligned on roller path.

4.12 Each gate leaf shall be provided with four lifting lugs of adequate strength for lifting it with the help of wire rope slings by floating crane as per approved drawing. The lifting lugs shall be anchored securely to the scantlings so that no excessive strain is imposed on the steel plating while lifting.

4.13 Hooks shall be provided on top of each gate leaf on both sides as per approved drawing for engaging wire ropes for opening and closing of the gate leaves so that in exigencies when the hydraulic gate operating machinery fails, with the help of capstans the gate leaves can be operated.

4.14 The ballast chamber shall be provided as per approved drawing. The quantity and exact location of the ballast shall be determined by detailed design and upon the estimate of weights. The calculation of weights and quantity of ballast to be placed shall be submitted for approval of the certifying agency- i.e IACS accredited TPIA before commencement of the fabrication.

5. MATERIALS

5.1 Structural Steel: The steel plates shall be conforming to Shipbuilding quality Lloyd's Grade A and structural members shall conforming to IS: 2062 Grade B. The steel plates and structural members shall be of reputed manufacturer viz. SAIL, Jindal , ESSAR and Tata. The contractor shall also get the lot tested by random sample testing as directed by TPIA. The steel plates 16 mm and above thickness shall be UT scanning for lamination and inclusion.

5.2 Timber: The sealing timber of mitre post, heel post and bottom seal shall be of African Paduk. The skin plate fenders and walkway deck timber shall be of Teak wood. The African Paduk and teak wood shall be of fairly uniform in texture, free from injuries, bore holes, decay etc. The African Paduk and teak wood shall get tested by random sample testing as per approved QAP / ITP.

5.3 Mechanical Components:

i. Bottom socket and top pintle – cast steel conforming to IS:2707 Grade 2

ii. Bearing pad of bottom socket – Carbon Steel Forging to EN 24 in soft condition as per BS 970
iii.Anchor strap – Forged steel conforming to IS:1875 Grade 2
iv. End castings of crocodile Girder- IS 1030 Gr. 280-520 N
v.Pulling Hook - IS 2004 CL-2
vi. Spear Post Shaft – Forging to IS 2004/CL2 Weldable
vii. Spear Post Castings (Housing and Coupling) – IS 1030/Gr.230-450 N
viii.Roller Carriage- Cast Steel IS 2707 Gr 2
ix. Aluminium Sacrificial Anodes: Conforming to IS: 8062–1977, each with minimum net weight of 10 kg (external) and 13 kg (internal) as per drawing.

6. Casting/forging/manufacturing of Allied Components and accessories of Inner Lock Gate

6.1 Top pintle and bottom sockets – The material grade, fitment, dimensions etc. of top pintle and bottom socket shall be as per approved drawing and to suit existing heel post assembly/anchor strap and bottom pintle respectively at inner lock gate site.All fasteners of top pintle and bottom socket shall be machined high tensile as per approved drawing.

6.2 Roller carriage – The material grade, fitments, dimensions etc. of roller carriage assembly shall be as per approved drawing and to suit the existing roller path and spear post assembly.

6.3 Anchor strap – The material grade and dimensions of anchor strap shall be as per approved drawing and to suit the top pintle and existing heel post of inner lock gate site.

6.4 Heel Post Bracket – The material grade, fitment and dimensions of heel post bracket shall be as per approved drawing and to obtain desired fit with heel post and check plates at inner lock gate sites.

6.5 Crocodile Girder- The new crocodile girder shall me manufactured as per the approved drawing. The opening on the crocodile girder shall match with the trunk opening. The diameter of holes for connecting rod gimbles and heel post bracket pins shall be machined to obtain desired fits between them. The actuating lever and free end support casting shall be in accordance with the approved drawing.

6.6 Connecting rod – The connecting rod shall be manufactured as per approved drawing to suit new crocodile girder and existing crosshead assembly. The material grade of steel and gimble casting shall be as per approved drawing. Casting of connecting rod gimbles shall be in accordance with the approved drawing. The diameter holes of gimble shall be machined to obtain desired fits between crocodile girder and crosshead assembly.

7. SURFACE PREPARATION AND PAINTING

7.1 All external steel surfaces shall be grit blasted to SA 2.5 standard as per ISO 8501-1. All external steel surfaces shall apply first coat of zinc rich primer not less than 100 micron DFT. These shall be followed by 2 coats of not less 120 micron DFT each of coal tar epoxy paint.

7.2 All internal surface shall be thoroughly prepared by grit blasting, suitable manual and power tool cleaning process. All internal surface of tidal, air and ballast chamber shall be applied one coat of zinc rich primer of not less than 80 micron DFT. Both the tidal chambers and water ballast chambers shall thereafter be coasted with 2 coats of coal tar epoxy. Each coat shall not be less than 100 micron DFT. All air chambers shall be given 2 coats of epoxy based anti-corrosive paint preferably white colour of not less than 100 micron DFT.

7.3 Timber painting- All sealing timber of mitre, heel post and bottom seal shall provide creosol treatment and then two coats of coal tar epoxy paint shall also be applied. Teak wood fenders shall be given anti-termite coating and thereafter applied two coats of coal tar epoxy paint. The walkway teak wood shall be applied anti-termite coating and two coats of polyurethane paint.

7.4 Painting work shall be certified by TPIA and paint thickness recorded in inspection reports.

8. SUBMISSION OF APPROVED PLANS AND SITE READINESS FOR COMMISSIONING OF GATE LEAVES.

8.1 After completion of all the work to the satisfaction of MbPA and final inspection and certification by IACS accredited TPIA both the leaves shall be made ready along with roller carriage assembly, thrust pad etc. fitted in their position.

8.2 The contractor shall submit a detailed plans for a.)Towing new gate leaves from their workshop to MbPA site, b.)Dismantling/removal and transporting existing old leaves from its existing position to designated place as per MbPA requirement. c) Upending, Installation, alignment, testing and commissioning of new gates at Indira dock inner lock gate site. The above plans shall include a.) Weight, buoyancy and stability calculations b.)Reinforcement/strengthening of lifting lugs and its associated structural members of existing old gate leaves. c) Requirement of barges, pulling tugs, slings, cranes, lifting tackles etc. for carrying out above activities safely and smoothly. The above three plans shall be approved by IACS accredited TPIA and MbPA.

Further, contractor shall submit detailed schedule program indicating timelines for various activities involved in above works with the proposed shutdown schedule, so that port users can be informed in advance. The shutdown period to be finalized by MbPA.

8.3 Prepare the dock area for installation including temporary staging, lighting, access, lifting arrangements and safety barricades.

8.4 The arrangement of Dry Dock, lifting and shifting appliances, mobile and floating crane tools, manpower, barges/Pontoon, pulling tugs, tested D-Shackles and wire ropes, submersible pumps, cutting and welding equipment, fresh water, etc. shall be arranged by the contractor for removing and shifting existing ILG Leaves and upending, shifting installation and commissioning new ILG Leaves within the quoted price.

9. REMOVAL / DISMANTLING OF EXISTING INNER LOCK GATE

9.1 The removal operation shall be carried out for one leaf at a time using a suitable floating crane as per approved plan under the supervision of certified Naval Architect appointed by contractor.

9.2 Lifting lugs shall be inspected and reinforced if required as per TPIA approval.

9.3 Disconnect walkway decks, connecting rod, crocodile girders, etc. Safely with the help of suitable lifting equipment's.

9.4 The gate leaves are required to be operated on wire ropes with the help of capstans to obtain desired suitable lifting position. The tested pulling wire ropes, require manpower shall be arranged by the contractor.

9.5 Gate leaves shall be lifted carefully and placed at designated location as decided by MbPA.

9.6 If any damages occur to the Masonary Mating surfaces of the ILG during the course of execution works/ dismantling / installation etc. of the ILG leaves by the contractior. The same shall be made good and re-instated by the contractor within quoted price.

9.7 Site shall be cleaned and made safe after completion of dismantling.

10.TRANPORTATION,UPENDING,INSTALLATION,ALIGNMENT, TESTING AND COMMISSIONING OF NEW ILG LEAVES

10.1 Transportation, Upending, Installation, alignment, testing and commissioning of new ILG leaves shall be carried out as per approved plan under supervision of Naval Architect appointed by the contractor.

10.2 The new gate leaves shall be installed on existing pintles and quoin recesses and roller path with correct alignment to obtain proper sealing at mitre, heel post and bottom seal.

10.3 Hydraulic and mechanical linkages shall be connected and adjusted for synchronized operation.

10.4 Hydrostatic and operational tests shall be conducted to verify water tightness and smooth movement of the leaves to be operated from Power Pack Room.

10.5 On satisfactory trials, the new gate shall be commissioned and handed over to MbPA.

11. INSPECTION AND DOCUMENTATION BY IACS ACCREDITED TPIA APPOINTED BY CONTRACTOR

11.1 All works related to fabrication, removal and installation activities shall be executed under guidance/ instruction of IACS accredited TPIA engaged by contractor and MBPA

11.2 IACS accredited TPIA of contractor shall approve design and drawings of all structural fabrication, allied component and accessories of gate leaves.

11.3 IACS accredited TPIA shall witness and certify material grade of steel plates, structural members, roller carriages, top pintle, bottom sockets, crocodile girders, anchor strap, gymbals of connecting rod, bearings, thrust pads, high tensile fasteners, sealing timbers, fenders and walkway timbers, etc.

11.4 IACS accredited TPIA shall witness and certify soundness of weld joints for fabrication of gate leaves and allied component and castings of ancillary’s fittings by suitable non-destructive testing (NDT).

11.5 IACS accredited TPIA shall witness and certify air pressure test of all chambers of gate leaves.

11.6 IACS accredited TPIA shall approve the plan for a.)Towing new gate leaves from their workshop to MbPA site, b.)Dismantling/removal and transporting existing old leaves from its existing position to designated place as per MbPA requirement. c) Upending, Installation, alignment, testing and commissioning of new gates at Indira dock inner lock gate site.

11.7 IACS accredited TPIA shall certify weight, buoyancy and stability calculations/charts for safe towing, lifting, shifting installation of old and new gate leaves. TPIA shall witness and certify measurements of critical dimensions of existing gate leaves and final dimensions of new gate leaves.

11.8 IACS accredited TPIA shall certify DFT of painting works of new gate leaves.

11.9 IACS accredited TPIA shall verify and certify final commissioning of new ILG leaves.

11.10 IACS accredited TPIA shall approve AS Build drawings of new gate leaves.

12. GUARANTEE / DEFECT LIABILITY

12.1 The contractor shall guarantee the workmanship and materials for a period of 24 months from the date of commissioning.

12.2 Any defect arising during the guarantee period shall be rectified or replaced by the contractor free of cost to MbPA.

13. SAFETY REQUIREMENTS

13.1 All works shall be carried out in accordance with MbPA safety regulations.

13.2 Adequate barricading, illumination, PPE, LSA, FFA, and signage shall be provided at site.

13.3 All lifting tackles, slings, equipment’s / cranes shall have valid testing certificate issued by statutory authority.

14.0 LIST OF MAJOR ACTIVITIES

Sl. No.	Description of Activity
1	Site inspection and dimensional verification of existing Inner Lock Gate in position.
2	Preparation and approval of fabrication drawings based on verified dimensions and existing drawings duly verified by IACS accredited TPIA agency engaged by Contractor.
3	Procurement of materials and fabrication of new gate leaves and accessories similar to existing ones.
4	Inspection, testing (NDT, hydrostatic), surface preparation and application of protective coatings including installation of aluminium anodes.
5	Transportation of fabricated gate leaves and components to site; preparation of lifting and installation arrangements.
6	Safe removal and dismantling of existing Inner Lock Gate leaves after readiness of new gate.
7	Installation, alignment and connection of new gate leaves to existing pintles and hydraulic system with fine-tuning of buffer clearances.
8	Testing, commissioning and trial operation of new Inner Lock Gate.
9	Submission of fabrication drawings, inspection reports, IACS accredited TPIA certificates and as-built documentation for final handover.

Signature: ________________________

Name & Address of the Firm: ____

____

____

Tel. No.___________________________ Date. ______

DRAWINGS

This tendering document includes the following drawings:-

Sr. No.	Name of File	Title of Drawing	Drawing Number
OP BOOK FOLDER			
1	88-KeelBlkArrg-Model	General Arrangement	Nil
2	Docking Plan	Gen. Arrangement of Docking Plan	Nil
3	GA-1-1 Model	Plan of Walkway	Nil
4	GA-Model.1-2	Elevation (sectional View)	Nil
5	GA-Model.1-3	Crocodile Girder Elevation, Key Plan	Nil
6	GA-Model	Plan of Walkway,(sectional elevation of Gate)	Nil
7	LIFTING APR-Model	WT DECK-1	Nil
STD. DRAWING			
1	15-Air Sketch-Model	Details of Air Sounding, Filling and Bilging arrangement.	1311-15
2	20-Airpipe-Model	Air Pipe Details	1311-20
3	20-Ladder-Model	Ladder	1311-20
4	20-M-holes-Model	Manhole, Handle	1311-20
5	20-Trscreen-Model	Trash Screen	1311-20
6	24-Bilge-Model	TYP Details of Bilge well	1311-24
7	25-Gymbal 1 REV-1- Model	PIN FOR GYMBAL ON GATE & CROSSHEAD	1311-25
8	25-Gymbal 1 REV-2-Model	Gymbal for Connecting Rod, Sectional views	1311-25

9	25-Gymbal 1 REV-2-Model	a) Pin for check Plate lever Girder & heelpost Bkt. b) Horizontal pin for Gymbals & Connecting Rod end	1311-25
10	29-Cro-Model	Details of Crocodile Girder casting	1311-29
11	30-Btm socket-Model	Details of Btm Casting	1311-30
12	31-DoorHinge-Model	Arrangement details, 1 Outer handle, 2 Inner handle, Hinge details, 3 Bush Housing, 5 leather packing, 12 Wedges	1311-32
13	31-Pulling-hook-Model	Details of pulling eye, lifting lug & lifting Arrangement.	1311-31
14	32-Wt-door-Model	Details of water tight doors	1311-32
15	35-Wt. bolt-assem-Model	Details of W.T. Bolting Arrangement.	1311-35
16	36-Gland Hsg. -Model	Details of stuffing Box & Gland	1311-36
17	Tank testing plan1-2-Model	Pressure testing plan.	1311-27
18	Tank testing plan1-Model	Tank testing plan	1311-27
1	01 GA-Model	General arrangement	1311-01
2	02-Redplan-Model	Reference Plan.	1311-02
3	03-Profile-Model	Structural Profile	1311-03
4	04-Wt Decksrevs 1,2,3-Model	Details of Deck 1, 2 & 3.	1311-04
5	04-Wt Decksrevs 4,5-Model	Details of WT. Deck 4, 5 & 6.	1311-04
6	05-Nwtdk-Model	Details of N.W.T. Decks	1311-05
7	06-Seet-Model	Plan & Sections	1311-06
8	07-Bhds-Model	Transverse BHD	1311-07

9	08-Heel-Model	Details of Heel post	1311-08
10	09-Miter-Model	Details of Mitre Post (Structure)	1311-09
11	10-Sil Rev-Model	Details of Mitre Post, Heel Post & sill	1311-10
12	11-Piv-Model	Details of Bottom Socket, Top Pivot & Anchor Strap	1311-11
13	12-Fender-Model	Details of Fender	1311-12
14	13-Roller-Model	Details of Roller & Roller carriage	1311-13
15	14-Spear Post Detail-Model	Details of Spear post	1311-14
16	14-Spear-Model	Details of Spear post	1311-14
17	15-Air & Sounding Build-Model	Details of Air Sounding, Filling & Bilging Arrangement	1311-15
18	16-Crocodile-Model	Details of Crocodile Girder	1311-16
19	17-Weld details-Model	Welding Details	1311-17
20	18-Walkwak-Model	Details of walkway	1311-18
21	18-Walkway Details-Model	Details of walkway	1311-18
22	19-Anode-Model	Details of Anodes	1311-19
23	21-Rollercd-Model	Part Details of Roller Carriage assly.	1311-21
24	22-Heel-t-Model	Details In way of Bottom socket & Top Pivot	1311-22
25	23-Roller-Model	Structure IWO Roller carriage	1311-23
26	28-Struct-Model	Structural arrangement	1311-28
27	33-Docking Plan-MT-Model	Docking Plan.	1311-33

ANNEXURES

I. **Name Board to be put up at work site for Contract Work.**

II. **Schedule of Equipment and / or Materials to be supplied by MbPA**

Annexure-I

WORK DISPLAY BOARD:

The contractor should install adequate size self-supporting type/wooden/metallic boards at convenient place at work site incorporating the following details.

MUMBAI PORT AUTHORITY

MECHANICAL AND ELECTRICAL ENGINEERING DEPARTMENT

BRIEF DESCRIPTION OF WORK:	**SUBJECT:DESIGN, FABRICATION, SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF NEW INNER LOCK GATE AT INDIRA DOCK MbPA.**
TENDER NO.	: MEED.__/____
CONTRACTOR	: ________________________________
TELEPHONE NO.	: ________________________________
OFFICER-IN-CHARGE	: ________________________________
DESIGNATION & TELEPHONE NO.	: ________________________________
COMMENCEMENT DATE	: ________________________________
SCHEDULED COMPLETION DATE	: ________________________________

The Board/s should be painted in Yellow colour with above details in Black Capital Letters. (Approved quality enamel paint should be used)

Annexure-II

MUMBAI PORT AUTHORITY

MECHANICAL AND ELECTRICAL ENGINEERING DEPARTMENT

Tender No. MEED. 24 / 2026

SUBJECT:DESIGN, FABRICATION, SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF NEW INNER LOCK GATE AT INDIRA DOCK MbPA.

SCHEDULE OF EQUIPMENTS AND/OR MATERIALS TO BE SUPPLIED BY MUMBAI PORT AUTHORITY

Sr. No.	Item No. in Tender	Qty.	In (Unit)	Description of Item
1	--			

Enclosure-11

NON DISCLOSURE AGREEMENT

THIS NON DISCLOSURE Agreement made at Mumbai, India on this _______ day of ______2026 between Mazagon Dock Shipbuilders Limited a company registered under the Companies Act, 1956 and having its registered office at Dockyard Road, Mumbai-400 010 (hereinafter referred to as "MDL") and ____________________________a company registered under the Companies Act, 1956 and having its registered office at
_________________________(hereinafter referred to as "______").
MDL and ______ shall hereinafter be collectively referred to as "the Parties" and individually as "a Party".
WHEREAS
A*. MDL has floated a tender and is required to provide certain information to (name of the bidder) to prepare his bid and/or
AA **. The Parties are considering to enter into a _______________________for which each Party shall provide information ("Disclosing Party") to the other Party ("Receiving Party") which at present is confidential and not in the public domain.

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

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

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

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

3. Any information or data in whatever form disclosed by the Disclosing Party to the Receiving Party and which (i) is clearly identified as Confidential Information by an appropriate and conspicuous marking or (ii) has been identified as Confidential Information at the time of disclosure shall be subject to the relevant terms and conditions of this Agreement. The Disclosing Party's decision whether any information disclosed by it under this Agreement is confidential or not shall be final and binding on the Receiving Party.

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

(a) Be safely kept by the Receiving Party; the Receiving Party shall protect the Confidential Information with the same degree of care as the Receiving Party uses with its own confidential information in order to prevent its disclosure, copy and / or its use (but in no event less than reasonable care) for purposes other than the Proposal.
(b) Be only disclosed to, and used by, those employees or directors who have a need to know.
(c) Not be disclosed to a third party except those with a need to know provided they receive such information subject to the same restrictions as are contained in this Agreement.
(d) Be used by the Receiving Party directly or indirectly, solely for the purpose of considering, evaluating and effecting the tender/bid/contract.

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

6. The Receiving Party shall have no obligations or restrictions with respect to:
(a) Information publicly known through no wrongful act of the Receiving Party.
(b) Information rightfully disclosed by a third party without breach of this Agreement by the Receiving Party and which can be communicated without restriction.
(c) Information which was already known or which was independently developed by the Receiving Party (provided that the Receiving Party can demonstrate the same).
(d) Information, the disclosure of which the Disclosing Party authorizes in writing.

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

8. The Receiving Party shall not without prior written consent of the Disclosing Party: (a) Disclose to any person, directly or indirectly:

i) The fact that the Confidential Information has been made available to the Receiving Party by the Disclosing Party or that the Receiving Party has inspected any portion of the Confidential Information; or ii) The fact that any discussion or negotiation is taking place concerning the Proposal; or iii) Any of the terms, conditions or other facts with respect to the Proposal, including the status thereof; or

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

To MDL
Address:

Phone No.:
Fax:
E-mail:
To ____________
Address:

Phone No.:
Fax No. :
E-mail:
Any such notice or other communication will be deemed to be effective if sent by personal delivery, when delivered, if sent by post, 4 (four) days after being deposited in the post and if sent by courier, one day after being deposited with the courier, and if sent by facsimile, when sent (on receipt of a confirmation to the correct facsimile number).

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

Signed by the within named Signed by the within named

MDL
____

____

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In the presence of In the presence of

____
____

Note: The above Agreement is to be drawn up by the contractor on non-judicial stamped paper of value Rs.500/-, if it executed in Maharashtra. However, for other places stamp duty is to be levied as per Stamp Act of respective States.