



माझगाव डॉक शिपबिल्डर्स लिमिटेड
Mazagon Dock Shipbuilders Limited
औपचारिक रूप से माझगांव डॉक लिमिटेड (भारत सरकार का उपक्रम)
Formerly Mazagon Dock Limited (A Government of India Undertaking)
डॉकयार्ड रोड, माझगाव, मुंबई-400 010
Dockyard Road, Mazagon, Mumbai- 400 010.
(Certified - ISO 9001:2015 for Shipbuilding Division)

लिमिटेड ई- निविदा- हाई स्पीड डीजल- की आपूर्ती के लिए

**Limited Two Bid e-Tender enquiry for procurement of High Speed Diesel on rate contract basis from Oil
PSU
Tender No. GM (M)/KJD/HSD**

Tender Date: 02.06.2022	Division: Shipbuilding
Tender Closing Date: 16.06.2022 & Time: 1400 hrs	Department: Material Purchase
Tender Opening Date: 17.06.2022 & Time: 1400 hrs	Tel. No.: (022) 2376 3408/ 3249
EMD: NIL (In place of EMD, Bid security bond to be submitted)	Fax No.: (022) 2373 8151
Tender Fee: Nil	e-Mail: kjdabhade@mazdock.com
GeM non-availability report number: GEM/GARPTS/19052022/Ry89GED4DI94	Websites: https://eprocuremdl.nic.in https://mazagondock.in

Mazagon Dock Shipbuilders Limited invites on line bids in two bid system(Part-I Techno Commercial Bid and Part-II Price Bid) on e-procurement portal <https://eprocurement.nic.in> for the work/services as detailed in this tender document.

The Tender Enquiry can be downloaded from our website: <https://eprocuremdl.nic.in> / <https://mazagondock.in> / (Path: Tenders>>Shipbuilding-Material Purchase>>SB-MP Notifications) & is also available on Central Public Procurement Portal and Govt. e-Market place.

Bids submitted on e-procurement portal <https://eprocuremdl.nic.in> only will be accepted. Bids submitted in any other form other than online submission will not be accepted.

1. Description of supplies

Sr No	Material code	Material Description	Qty for five years (approx.)	Unit of Measurement
1	19001002	High speed Diesel (BS VI) on rate contract basis for period of 5 years	5,94,000	Liters

Note:

- i. MDL is utilizing Diesel extensively for internal purpose. Diesel is mainly utilized for tests and trials of various machines on Warships & Submarines, mechanical cranes, forklifts, MDL boats, launches and vehicles. Supply of Diesel in time is most important for MDL as many Warship and Submarine construction activities are depending on machineries and vehicles mentioned above.
- ii. Diesel pump/dispensing unit along with associated Diesel storage tank (Capacity 15KL) has been installed by IOCL inside MDL premises. M/s IOCL is the sole owner of these facilities. Also diesel is supplied directly from tanker to MDL owned Tugs, boats, barges, etc.
- iii. Qualified bidder shall carry out the following during the course of the contract without any cost to MDL,
 - a. Install diesel pump/ dispensing unit in accordance with the statutory requirement in vogue towards their compliance.

Note:

 - i) If L1 bidder is other than IOCL, then the L1 Bidder shall be responsible for installing their own Diesel storage tank & required diesel dispensing unit at the same spot within 15 days on receipt/acceptance of PO
 - ii) Presently Diesel Tank & Diesel dispensing unit are property of IOCL. The charges towards installing the infrastructure shall be borne by that bidder (other than IOCL).
 - iii) If L 1 bidder is IOCL then IOCL will have to provide the existing tank and diesel dispensing unit to MDL free of cost.
 - b. Installation of the diesel storage tank (capacity 15,000 ltrs).
 - c. Periodic maintenance of Tank with all mandatory safety requirements and owner has to provide required assistance for MDL to get calibration done from authorities.
 - d. Comply with the statutory/Metrology requirements in vogue and the associated charges shall be borne by supplier.
- iv. The quantity mentioned above is approximate for rate contract over a period of five years.
- v. HSD should be supplied through supplier's 12000 liter capacity tanker along with Hose pipe & transfer Unit, as & when required for a period of five years.
- vi. Supply of Diesel should be done on as and when required basis as per the progressive

order placed.

- vii. Only Oil PSU's should participate in this tender.
- viii. If the bidders find discrepancies in tender conditions / specifications / Drawings or other documents, or have any doubts as to the meaning or intent or any part thereof, they should inform MDL of the same within 2 working days prior to closing date of tender. After examination of communication so received, MDL at its discretion may or may not amend the tender as may be requested.
- ix. For any Clarification/Technical Query, bidders may communicate with the undersigned on Tel. No. 022-2376-3408/3235 or email – kjdabhade@mazdock.com/spatil@mazdock.com at least 2 working days prior to submission of bid.

2. Provision for purchase preference in this tender

2.1. MSE Clause: Not Applicable

2.2 Make in India Clause

PURCHASE PREFERENCE UNDER MAKE IN INDIA POLICY OF GOI:

As per revised Public Procurement Order Ref No. P-45021/2/2017-PP (BE-II) Dtd.16.09.2020 issued by Govt of India to encourage "Make in India" policy, Purchase Preference shall be given to local suppliers in the following manner.

(a) The terminology / **definitions** is as below:

(i) "**Local content**" means the amount of value added in India which shall be the total value of item/s (goods, services or works or their combination) being procured (excluding net domestic indirect taxes) in this tender minus the value of imported content in the item (including all customs duties) as a proportion of the total value in percent.

(ii) "Class-I Local Supplier" means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50%.

(iii) "Class-II Local Supplier" means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 20% but less than 50%.

(iv) "Non - Local Supplier" means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than 20%.

(v) "L1" bid means the lowest tender or lowest bid or lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation. MDL reserves right to negotiate with evaluated L1 bidders on the quoted prices as the need be.

(vi) "**Margin of Purchase Preference**" means the maximum extent to which the price quoted by "Class-I Local Supplier" may be above the evaluated L1 (non-negotiated price) for the purpose of considering them for purchase preference. The margin of purchase preference for the present tender is 20%.

(vii) "Works" means all works as per Rule 130 of GFR-2017 and will also include "turnkey works", Engineering, Procurement and Construction (EPC) contracts.

(viii) "Services" includes System Integrator (SI) contracts among other services.

(b) **Minimum local content:** The minimum local content in the scope as per offer is to be equal to or more than 20% for a bidder to be considered for evaluation.

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

(c) **Eligibility: Only Class-I Local Suppliers & Class-II Local Suppliers are eligible to bid.**

(d) **Local Content Declaration by Local Supplier:**

(i) All bidders including MSE bidders should mandatorily submit the local content declaration certificate as per **Annexure-A mandatorily in technical Offer-Part-I bid.** Bidders should declare that percentage of local content for each item and service offered by the bidders. This declaration is necessary even if Custom Duty Exemption and / or ERV (if applicable) are not being sought. **Bidders shall declare the details of the location(s) at which the local value addition is made.**

Local content declaration shall be Self-certification as per Annexure-A, by Chief Financial Officer or Other legally responsible person nominated in writing by the Chief Executive or Senior Member / Person with Management Responsibility of Corporation / Partnership / Individual. Local content percentage shall be declared item wise or tender wise strictly as per the terms of the tender.

(ii) Bidders shall be categorised as “Class-I Local Supplier” or “Class-II Local Supplier” or “Non - Local Supplier” based on the local content declared by them in their declaration certificate. Declared Local Content shall be the basis for categorization of the vendors and tender evaluation. However, MDL reserves the right to undertake detailed examination of declared local content and may call vendor to submit relevant documents.

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

(iv) “Non - Local Supplier” (local content less than 20%) shall be categorically rejected except in case of Global Tender.

(v) **Bidders not submitting the declaration certificate or not indicating / declaring / specifying the local content percentage and location of value addition in the declaration certificate or Bidder submitting Incomplete declaration certificate or declaration certificate not certified by appropriate authority as per tender or selecting both policies for purchase preference or submitting blank declaration certificate of local content shall be liable for rejection.**

Note:

Once the declaration / certification is committed at tender submission stage, the same cannot be altered subsequently at technical negotiation stage or after award of contract. Doing so would be treated / considered as false declaration by bidder and necessary action shall be initiated as per Para 9 of the said Order for debarment.

(e) **Preference between Class-I Local Supplier and MSE Bidder: {This clause is applicable only if line items are separable and MSE preference clause is also applicable}**

(i) Purchase Preference under PPP MSE Order 2012 shall prevail over Purchase preference under PPP MII Order 2017.

(ii) Between the MSE and Class I Local Supplier, the MSE bidder will be given preference to match with L1 bidder as per Public Procurement Policy for MSEs Order 2012. MSE vendor will be considered with L1+15% as per Public Procurement Policy for MSEs Order 2012 and Class I Local Supplier will be considered with L1+20% as per Public Procurement (Preference to Make in India) Order 2017.

(iii) **MSE bidders shall seek benefit of either Public Procurement Policy for MSEs – Order 2012 or Public Procurement Preference to Make in India – Order 2017 and cannot seek benefit under both. Such bidders should categorically seek benefits of only one policy which, once declared in the Annexure-A referred above while submitting the bid, cannot be modified subsequently.**

(f) **Custom duty issue:** Imported / FE content is inclusive of all custom duties which is required for arriving local content. Bidders to note the following about FE Content,

(i) If sought by MDL, bidders shall declare line item wise FE & custom duty duly self-certified. Such declared custom duty percentage will only be considered for arriving local content.

(ii) If there is variation in declared custom duty percentage and the actuals, the consequence shall be borne by the bidder including penalty, if any.

(g) **Preference to Local Supplier:** The following procedure will be adopted for deciding on preference to Class-I Local Supplier / MSE Manufacturers:

i) Among all qualified bids, the lowest evaluated bid will be termed as L1 and if L1 is "Class-I Local Supplier", the contract for the 75% quantity will be awarded to L1 and the balance 25% shall be offered to MSE manufacturers eligible for PP under PPP MSE Order 2012 (ie techno-commercially accepted MSEs within evaluated L1+15%) for matching L1 price (negotiated price, if negotiation was conducted). If MSEs not matching the L1 price (negotiated price, if negotiation was conducted), then this 25% shall also be awarded to L1 "Class-I Local Supplier".

ii) If L1 is not a "Class-I Local Supplier", then 50% of the order quantity shall be awarded to L1 bidder.

iii) Thereafter, first MSEs eligible for PP under PPP MSE Order 2012 (ie techno-commercially accepted MSEs within evaluated L1+15%) will be invited to match the L1 price (negotiated price, if negotiation was conducted) for the supply of 25% of tendered requirement. If more than one MSEs fall under such criteria, then this 25% shall be distributed proportionally amongst such MSE bidders matching the price L1 price (negotiated price, if negotiation was conducted). 3% & 4% out of 25% respectively will be awarded to MSEs owned by women entrepreneurs & MSEs owned by SC / STs & under the above criteria for reservation of quantity for award to MSE manufacturers subject to matching the price L1 price (negotiated price, if negotiation was conducted).

iv) Thereafter, the lowest bidder among the "Class-I Local Suppliers" whose price falls within the margin of purchase preference (within evaluated L1+20%) will be invited to match the L1 price (negotiated price, if negotiation was conducted) for the quantity remaining and contract for that quantity shall be awarded to such "Class-I Local Supplier" subject to matching the L1 price. In case such lowest eligible "Class-I Local Supplier" fails to match the L1 price or accepts less than the offered quantity, the next higher "Class-I Local Supplier" within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly.

v) In case quantity is still left unordered after giving Purchase Preference to MSE manufacturers and "Class-I Local Suppliers", then such balance quantity will also be ordered on the L1 bidder.

(h) **Documentation on completion of contract or PO:**

(i) After the contract is awarded and the supplies are completed, the supplier shall provide a "Local content certificate" (**Annexure-B**) declaring the actual Local content percentage achieved while executing the contract. In case of failure to provide Local Content Certificate for the executed order within reasonable time, the issue be referred for debarment.

"Local content certificate" shall be Self-certification as per Annexure-B, by Chief Financial Officer or Other legally responsible person nominated in writing by the Chief Executive or Senior Member / Person with Management Responsibility of Corporation / Partnership / Individual. Local content percentage shall be declared item wise or tender wise strictly as per the terms of the tender.

(ii) Supporting documentation towards realization of committed Local Content as per the contract / order terms & conditions shall be maintained by the Supplier for a period of seven years from the date of completion of the contract for audit purpose. Nodal Ministry may constitute committees with internal & external experts for independent verification of self-declarations and auditor's / accountant's certificates on random basis and in the case of complaints.

(i) **Reciprocity Clause:**

(i) Entities of countries which have been identified by the nodal Ministry / Department as not allowing Indian companies to participate in their Government procurement for any item related to that nodal Ministry shall not be allowed to participate in Government procurement in India for all items related to that nodal Ministry / Department, except for the list of items published by the Ministry / Department permitting their participation.

(ii) The term 'entity' of a country shall have the same meaning as under the FDI Policy of DPIIT as amended from time to time.

(j) **Manufacture under license / technology collaboration agreements with phased Indigenization:** If the concerned nodal ministry has notified an upper threshold value of procurement beyond which foreign companies shall enter into a joint venture with an Indian company to participate in the tender, then foreign companies may enter into a joint venture with an Indian company to participate in the tenders whose tender value is above the threshold value and that Such joint ventures are exempted from meeting the stipulated minimum local content requirement in such tenders, which shall be increased in a phased manner.

(k) **Debarment of bidders / suppliers**

(i) **False Declaration:** False declaration will be in breach of Code of Integrity under Rule 175(1)(i)(h) of GFR 2017 for which a bidder or its successors can be debarred for up to 2 years as per Rule 151(iii) of GFR 2017 along with such other actions as may be permissible under law

(ii) A supplier who has been debarred by any procuring entity for violation of said Order shall not be eligible for preference under said Order for procurement by any other procuring entity for the duration of debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities, in such a manner that ongoing procurements are not disrupted.

(l) **Complaints / Grievance:** Any complaints / grievances relating to implementation of this order shall be taken up by Public Grievance Cell of MDL headed by GM(EY-Production). Fees for filing a complaint under the order shall be Rs. 10,000/- per case. The complaints shall be filed to the Chairman, Public Grievance Cell. Verification of Declared Local Content shall be carried out by seeking additional info as deemed necessary and the bidders (including unsuccessful bidders) against the tender shall be obliged to furnish the necessary documents. Failing to do so, the vendor may invite penal action as per the provisions of the Order. The fee shall be deposited in MDL's Account by NEFT. However, if in the opinion of MDL matter needs to be dealt at higher level, then the complaint shall be referred to Nodal Ministry and their fees / expenses / charges applicable as per the Nodal Ministry shall be borne by the complainant and paid by the complainant before referring the matter. The bank account details of MDL are as follows:

Beneficiary's Name	Mazagon Dock Shipbuilders Limited
Name of Bank	State Bank of India
Branch	Mazagon Br.
Branch Code	9054
Bank Address	Mazagon Branch, Mazagon, Mumbai - 400 010.
Telephone No. of Bank	23752802

Account No.	10005255246
Account Type	Current Account
IFSC Code	SBIN0009054
RTGS Code	SBIN0009054
NEFT Code	SBIN0009054

3. Delivery

- 3.1 Material shall be delivered within seven days from the date of progressive order or the date as indicated in the PO .
- 3.2 Unloading of the material at MDL shall be the responsibility of the bidder.

4. Pre-Qualification Documents required

Bidders should upload scanned copies of the following documents along with their (Part-I) online bid and based on these documents their techno-commercial offer will be prequalified and evaluated for acceptance of Part-I bid:

- 4.1 Copy of PAN Card.
- 4.2 Bank details for payment by RTGS / NEFT.
- 4.4 The bidders shall provide declaration for Local content as per **Annexure "A"**.
- 4.5 The bidders shall provide declaration for border sharing as per **Annexure "C"** towards compliance of Public Order on Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017.

Note:

- (i) Bidders permanently registered with Mazagon Dock Shipbuilders Limited should upload a scanned image/pdf of valid registration certificate, duly self-attested and stamped with their company seal along with their techno commercial bid (Part-I).
- (ii) MDL reserves the right to demand for a hardcopy of any of the above documents or other related documents, if required.
- (iii) MDL has the right to verify / cross verification of authenticity of the said documents whenever felt necessary. Bidders shall comply with the same, or else the bid is liable for rejection. MDL's decision in this regard will be final and binding on the bidder without stating any reason whatsoever it may be.

5. Validity of Bids

- 5.1 Bids / Offers shall have the validity period of **90 Days** from the tender closing date.
- 5.2 A bid valid for a shorter period shall be liable for rejection.
- 5.3 Technically accepted bidder will be given opportunity to accept validity as per tender in case of shorter validity period quoted by any bidder. In case of non-acceptance of validity as per tender term thereafter, the firm's offer will be rejected by MDL.

6. Earnest Money Deposit (EMD) / BID BOND –

All bidders shall submit duly filled bid security declaration as per **Enclosure 7**.

7. Pre-requisites for uploading the bids through online e-Procurement portal

- 7.1 Compatible computer hardware & software set-up to access e-procurement website.
- 7.2 "Digital Signature Certificate" class III B (DSC) is a must for downloading the tender and uploading the offer from our website <https://eprocurermdl.nic.in> for secured bidding.

7.3 “Digital Signature Certificate” class III B (DSC) can be obtained from our service provider M/s. National Informatics Centre, or from any authorized agency like (a) MTNL (b) TCS (c) SIFY.

Note: Request for extension of due date shall not be entertained due to non-availability of these tools. To ensure availability of above tools is bidders responsibility.

7.4 Instructions:

- (a) Bidders should follow all the instructions enlisted on the front page of e-procurement website.
- (b) Bidders should login well in advance to enable them to complete their bid submission before the closing time of the tender.
- (c) Price bids shall strictly be uploaded in appropriate / allotted place in the tender, available in e-procurement so that it remains secured encrypted unreadable in the system.
- (d) In no circumstances, the price bids shall be forwarded or uploaded in any other form.
- (e) Entire responsibility of the uploading of the complete techno-commercial bid along with the price bid shall be that of the bidder.
- (f) No request / complaint shall be entertained after the due date / time of the tender.
- (g) Non availability of any of the prerequisites or last minute calls seeking clarifications / projecting problems shall not entitle a bidder to seek request for extension of due date.
- (h) Request for extension, if at all to be made, shall be forwarded at least 2 working days in advance to the tender closing date / time with proper reasoning to undersigned by e-mail/fax. The request shall be put up to the competent authority for consideration on the merit of the case. MDL reserves all rights in this regard & decision of MDL shall be binding to the applicants.
- (i) Any problem with regard to uploading of the tender shall be intimated to service provider (M/s. National Informatics Centre) at least 24 hours in advance to the tender closing time & date. However, it will not be considered as reason for extension of due date of the tender.

It is important to note that the bidders can upload their bids right from the time the tender is available in website. It is advisable that the bidder uploads the bid well in time rather than wait till last minute to avoid situations wherein bidder is unable to successfully upload the bid for various reasons.

Note: In case any vendor intending to respond against the tender and is not having the DSC to facilitate uploading of their bid, should approach the Service Provider at least 5 working days in advance of the tender closing date requesting DSC. The request so made to the Service Provider should simultaneously be forwarded to MDL Dealing Officer. In case the DSC is not received within 2 to 3 working days, the GM (M) be informed for suitable extension to tender closing date, then only the extension to tender due date shall be considered.

8. Submission of Techno-Commercial Bid and the Price Bid

Bids must be uploaded in two parts i.e. **Part - I** (Techno-Commercial bid) & **Part - II** (Price bid) as appearing on-line through our e-procurement portal. Bidders are requested to log on to our e-procurement portal “<https://eprocuremdl.nic.in>” for on-line submission of bids against this tender.

8.1 Part I: Techno Commercial Bid:

Following documents shall be uploaded:

- (a) Bidders are requested to quote as per tender requirement / specification. Bidders shall indicate HSN code.
- (b) Acceptance / Deviation for all clauses of Tender Enquiry (TEF), GT&C and STACS in the prescribed formats duly stating ‘Accepted or Deviation’ as applicable for each clause.

- (c) Un-priced format / Blank Rate sheet format (without mentioning basic price) clearly indicating 'QUOTED / UNQUOTED' as applicable against each of the listed item in the prescribed format. Please mention applicable taxes in percentage of basic rate quoted. The applicable taxes shall be clearly indicated. Bidder should indicate taxes and levies as applicable separately under each of the head in the same blank rate sheet. Wherever all-inclusive prices are quoted by the bidder(s) and accepted without bifurcation of tax elements, no escalation shall be considered in respect of any variation in statutory levies arising subsequently in the absence of required base figures.
- (d) Deviations if any, in pdf format along with the bid.
- (e) All Pre-Qualification documents mentioned at **clause no. 4**.
- (f) Bank details for payment by RTGS / NEFT in the prescribed format.
- (g) Bidder shall abide by all the Tender Enquiry Form (TEF), Standard Terms and Conditions of Supply (STACS), General Terms & Conditions (GT&C), Official Secret Act, Safety clause etc. Acceptance formats as per Annexures contained therein whose acceptance should be properly filed.

Note: In the event we do not receive acceptance format duly filled for Tender Enquiry Form (TEF), Scope of supply & QA requirements, General Terms & Conditions (GT&C), Standard Terms & Conditions (STACS), Statutory requirements, Official Secret Act 1923 & Safety clause it shall be construed that all the tender terms & conditions are acceptable to you.

8.2 Part-II: Price Bid

A standard BOQ (Rate Sheet) format has been provided with the tender document to be filled by all the bidders. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. Bidders are required to download the BoQ file, open it and complete the white colored (unprotected) cells with their respective financial quotes and other details (such as name of the bidder etc.). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.

- (a) In case of any discrepancy in unit price and total price (multiplication error), unit price shall prevail.
- (b) Bidders are requested to show the break up regarding taxes, duties & levies as applicable in the bid. For variations, if any, in statutory levies, if MDL satisfies that the rates of taxes, duties & levies indicated therein are in line with the tax law, the escalation due to variation in the taxes, duties & levies can be justifiably considered to the extent legitimately allowable on the base amount(s) indicated in the bid.
- (c) Deviations sought by the bidder in respect of variation in commercial terms, payment terms shall be negotiated first and thereafter the deviations if acceptable to MDL will be loaded on the bidder/s quoted price while ranking.

9. Security Deposit:

Security deposit cum Performance security is applicable. *Refer tender clause no. 18.*

10. INTEGRITY PACT

Bidder(s) is/are required to sign "Integrity Pact" as per the prescribed format at Enclosure 9 and the same should be submitted in the Part – I bid (as per enclosure) duly signed on each pages by the competent authority. The bids shall be liable for rejection, in case of Failure on the part of the bidder to submit the "Integrity Pact. Bidders are required to submit the original of the uploaded copy of Integrity Pact within one week.

11. THE INDEPENDENT EXTERNAL MONITOR (IEM)

The following independent External Monitor (IEM) will have the power to access the entire project document and examine any complaints received by IEM. The contact details of IEM for this bid is as follows.

(i) Shri Subhash Chandra, IAS(Retd)
Email ID: subhash59@hotmail.com
Mobile no.: 9717790920
Tell No- 011 – 26888030

(ii) Shri P V Rao, IRS(Retd.)
Email ID: pasupuletirao@yahoo.co.in
Mobile no.: 8985972323

12. Compliance of Public order on Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017

GoI vide Order (Public Procurement No.1, 2 & 3) dtd 23 Jul 2020 & 24 Jul 2020 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 this tender only if the 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 Annexure “C” towards compliance of Public Order on Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017.** However, Order will not apply to bidders from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects. Lists of countries to which lines of credit have been extended or in which development projects are undertaken are given in the website of the Ministry of External Affairs
- B) "Bidder" for the purpose of this Order (Public Procurement No.1, 2 & 3) (including the term 'tenderer', 'consultant' 'vendor' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.
- C) "Bidder from a country which shares a land border with India" for the purpose of this Order (Public Procurement No.1, 2 & 3) 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

Note: "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" for the purpose of this Order (Public Procurement No.1, 2 & 3) dtd 23 Jul 2020 & 24 Jul 2020 is a person employed to do any act for another, or to represent another in dealings with third persons.

13. Bid Rejection Criteria

13.1 Following bids shall be categorically rejected: (The following conditions / deviations are non-negotiable and therefore any bid falling under these conditions / deviations shall be summarily rejected. Bidders to note that they shall not be provided any opportunity to rectify these conditions / deviations post bid opening)

- (a) Bidders who are debarred under PPP MII order 2017, GeM, CPP including tender holiday issued by MDL.
- (b) Bids received other than through e-procurement portal.
- (c) Bids received after tender closing date and time.
- (d) Bids received from non oil PSU's will be rejected.

13.2 .Following bid rejection criteria may render the bids liable for rejection: for the following conditions (other than non-negotiable conditions indicated at **clause 13.1**), equal time & opportunity for submission of deficient techno-commercial documents and clarification shall be given to the bidders. Bidders are required to submit such documents / clarifications within the duration / date stipulated by MDL, failing which their bids shall be rejected in following cases:

- (a) Bidder's failure to submit sufficient or complete details, in case of deficiencies noticed for evaluation of the bids.
- (b) Incomplete / misleading / ambiguous bid.
- (c) Bids with technical requirements and or terms not acceptable to MDL / Customers / External agency nominated as applicable.
- (d) Bids received without pre-qualification documents where required as per the tender.

- (e) Bids not meeting the pre-qualification parameters stipulated in the tender enquiry.
- (f) Unreasonably longer delivery period quoted by the firm.
- (g) Bidders not agreeing to furnish required BG for SD as per **clause no. 18**, till completion of the supplies and their satisfactory performance as per contract / purchase order.
- (h) Bidders not meeting the eligibility criteria given in tender regarding the Class of Supplier as per PPP MII Order 2017.
- (i) Bidders not submitting the declaration certificate for Local Content & location of value addition as per **Annexure "A"**.
- (j) Bidders not indicating / not declaring / not specifying the local content percentage or / and location of local value addition in the declaration certificate as per **Annexure "A"**.
- (k) Bidders submitting incomplete declaration certificate for Local Content or declaration certificate not certified by appropriate authority as per tender in **Annexure "A"**.
- (l) Bidders selecting both policies for purchase preference in **Annexure "A"**.
- (m) Bidders not submitting Bid Security Declaration on their company letter head and who had submitted the document by not duly filling all fields as per **Enclosure 7**.
- (n) Non submission of unique GeM Seller ID by bidder within reasonable time post opening of tender but before price bid opening.
- (o) Non-submission of Compliance Certificate w.r.t Land Border Clause as per the enclosed format at **Annexure "C"**.
- (p) Bidders not meeting the eligibility criteria given in tender regarding the Class of Supplier as per PPP MII Order 2017.
- (q) Bidders not accepting for submission of **Annexure "B"**.
- (r) Validity period indicated by bidders is shorter than that specified in the tender enquiry.
- (s) Bidders not accepting MDL Warrantee/Guarantee Clause.
- (t) Bidders not submitting Integrity Pact (IP)
- (u) Bidders submitting Integrity Pact with deviation in MDL format.
- (v) Bidders not submitting the original of the uploaded copy of Integrity Pact within one week.

Note:

Requirement of GeM seller ID:

According to Ministry of Finance vide Office Memorandum OM No.F.6/9/2020-PPD dated 24 Aug 2020, It is Mandatory for Suppliers providing goods and services to Central Government Organizations (including MDL) to be registered on GeM and obtain a Unique GeM Seller ID at the time of submission of bids or before opening of price bid. Hence all the bidders are exhorted to get registered on GeM platform and furnish their Unique GeM Seller ID while submitting their bids or before opening of Price bid. Bidders not furnishing Unique GeM Seller ID shall be liable for rejection as per tender **clause no 13.2 (n)**.

14. Pricing

14.1 Bidders shall quote the prices of all the items listed in the price sheet Format of the Tender Enquiry for door delivery of the items in MDL common stock store. Basic price quoted shall be inclusive of Inspection, testing, transportation, packing, forwarding, insurance charges etc. to delivery at MDL.

14.2 Bidders are to quote the unit rate of diesel considering all the associated cost for delivering the diesel at MDL , including installation of new dispensing unit. At present MDL is having dispensing unit installed by M/s IOCL which can be used by the bidders at the discretion of M/s IOCL.

14.3 However if any charges are separately indicated the same shall be loaded in quoted price & the ranking shall be done subsequently based on the loaded price.

14.4 Price variation: Price of High speed Diesel(HSD) as declared by Oil PSU's/ Ministry of Petroleum from time to time will be applicable during the tenure of the contract. The price prevailing on the date of supply will be applicable.

15. **Terms of Payment**

15.1. No advance payment.

15.2. 100% Payment shall be made as per actual quantity received and accepted. Part payment against part delivery is payable for accepted material. Payment for the value of supplies, as reduced by any deductibles (example: SD etc.) and/or the amount levied towards liquidated damages, if any and after including taxes, etc. as may be payable through RTGS /NEFT. The payment period shall be between 15 to 20 days from the date of receipt of accepted material after receipt and acceptance of material at the designated place of MDL and not from the date of submission of the bills.

The supplier should submit following documents for payment:

(a) 3 ink signed Invoice (original)

15.3 Bidders shall furnish all the necessary details like name of the Bank / Branch, Branch Code No., Bank Account No., in their bid as per the RTGS/NEFT format provided with the tender enquiry.

15.4 The bills to be addressed to DGM (Materials), Moghul House, Mazagon Dock Shipbuilders Limited, Dockyard Road, and Mumbai –10 and to be submitted at “Bill Receipt Section” adjacent to ARS Punching Station, South Yard, MDL, Mumbai.

15.5 Vendors shall submit duly filled format for the declaration for TDS provision – **Enclosure 8**

16. **Taxes & Duties**

16.1 The rate sheet enclosed with the tender will indicate the rates to be entered under each head wherever applicable. Bidders must clearly mention the applicable Taxes & Duties. The item-wise rates quoted in the Rate Sheet should exclude Taxes & Duties. Bidder should indicate tax rates as applicable separately under each of the head in the same Rate sheet, which will be paid extra based on tax invoice to the extent applicable.

16.2 Bidders shall ensure timely submission (3 days of dispatch/completion of service) of invoice as per the provisions / requirement / timeline promulgated by the GOI towards GST Act with all required supporting documents to enable MDL to avail input tax credit promptly.

16.3 Supplier / contractor will not be entitled to any increase in rate of taxes occurring during the period of extended delivery completion schedule if there is delay in supplies / completion attributed to him. However, if there is a decrease in taxes, the same must be passed on to MDL.

Note: Any change in tax component/structure due to government regulation during the execution of contract within contractual delivery period the same will be applicable at actual ruling at the time of supply/service/execution (This will however not be applicable in case of extended delivery/completion schedule) of contract after Government Notification.

17. **Guarantee / Warranty**

NA

18. **Security Deposit**

Successful bidders shall have to submit a Bank Guarantee for an amount of 3% of Order/Contract value excluding taxes, payable in Indian Rupees from approved list of banks by SBI/CANARA uploaded on MDL website within 25 days from the date of order/contract, valid till end of contract period plus additional claim period of 4 weeks beyond it. No interest will be paid on this amount. In case of PSU Company, indemnity Bond in lieu of BG is acceptable. As per **enclosure -10**

The bank details for NEFT/RTGS are mentioned below.

Bank details are given below.

Beneficiary's Name	Mazagon Dock Shipbuilders Limited
Name of Bank	State Bank of India
Branch	Mazagon
Branch Code	9054
Bank Address	Mazagon Branch, Mazagon, Mumbai - 400 010
Telephone No. of Bank	23752802
Account No.	10005255246
Account Type	Current Account
IFSC Code	SBIN0009054
RTGS Code	SBIN0009054
NEFT Code	SBIN0009054
MICR / NECS Code	400002120
Income Tax PAN No.	AAACM8029J
GST No.	27AAACM8029J1ZA

Please note that MDL does not extend any concession such as exemption in submission of this BG to any organization irrespective of their status, like registration with MDL, NSIC, SSI, MSME etc. This BG will be applicable for all successful bidders.

PSU's can submit Indemnity Bond in lieu of BG.

For delayed period of submission of this BG beyond 25 days from date of order/contract, the amount of interest towards delayed period of submission of BG will be deducted. The rate of interest shall be as decided by competent authority in MDL which is generally SBAR + 2 %. The Bank Guarantee shall be sent to MDL directly by issuing bank or by bidder.

In the event of non-performance of the item and if you fail to attend the guarantee defects within reasonable period of time, the SD cum Performance Bank guarantee will be en-cashed. MDL's decision shall be final and binding on you in this regard.

The BG will be returned only after successful execution the contract and shall be interest free. In the event of failure to execute the order satisfactorily, the BG will be en-cashed by MDL.

An option of payment directly on MDL website is also available. Bidders are requested to avail the following facility at the below link: MDL website <https://mazagondock.in> Online Payment Tender.

Note: Bidders can pay the same online directly to MDL account through the following link: <https://mazagondock.in/OnlinePayment.aspx>.

19. **Supply on MDL Holidays**

If bidders want to deliver material on Saturday / Sunday / holidays they should request for seek permission to deliver the material at least 3 working days prior to the date of holiday through concerned Dept. After examination of communication so received, MDL at its discretion may or may not allow for the same.

20. **Inspection.**

20.1 The following documents are mandatory to be submitted at the time of inspection:

- (a) Delivery Challan/Tax Invoice duly endorsed by CISF/MDL security

(b) Order copy and Amendment copy if applicable (Photo Copy)

20.2 Receipt inspection: MDL inspection cell shall carry out necessary inspection of the items on receipt, on the basis of an appropriate quality assurance system and inspection system requirements, along with representative of the Supplier, any objection raised by MDL Inspection cell against quality of materials or workmanship shall be satisfactorily corrected by the Supplier, at his expense, including replacement as may be required within shortest possible time within 30 days. Items damaged during transit shall also be rectified/replaced by the Supplier within shortest possible time. All additional cost towards replacement against defective items shall be borne by the supplier.

20.3 Rejection of material: Rejected materials, if any, shall have to be promptly collected by the supplier at his own expenses with his labour / transport as the case may be. Failure for collecting the rejected material within 10 days of time from the date of intimation of the rejection will be liable for disposal of the rejected material without notice and also for recovery of ground rent for storage of such material.

Note:

MDL reserves the right to test the supplied product at Govt. or NABL lab for verifying the compliance of the supplied products to the specification of the PO. If the test result confirms the compliance of the product to the specification of the PO, then the testing charges shall be borne by MDL. However, if the test result confirms non-compliance of the product to the specification of the PO, then the whole lot shall be rejected and the testing charges shall be recovered from the supplier.

21. **Criteria for normalizing the Price Bid for ranking**

Techno-Commercial deviation(s) will be negotiated with the firm(s) before opening of price bid(s). Techno-Commercial deviation(s) if acceptable to MDL, will be loaded as per loading criteria illustrated below for ranking purpose.

21.1 **Loading Criteria:** Deviations sought by the bidder in respect of Commercial terms, Freight, insurance, Payment terms, Delivery period shall be loaded on the bidder/s quoted prices during price evaluation by MDL. An illustration of the loading criteria that will be adopted is at Illustrative **Enclosure 2**. The Loading Criteria that will be adopted as detailed below:

- (a) Bidders are to quote the unit rate of diesel considering all the associated charges for delivering the diesel at MDL.
- (b) Payment Terms -It is desirable that the bidder accepts the Payment Terms indicated. Varied payment terms quoted by bidders as compared to the terms stated in the Tender document shall be normalized by adopting the SBAR {State Bank Advance Rate (Prime lending rate of SBI)} plus 2% thereon on the amount(s) at variation and/or for the period (in no. of days) at variation.
- (c) Statutory levies shall be excluded for ranking of bids to determine L-1 vendor. Cost (Basic Price + Transport + insurance) to MDL Stores shall be considered for indigenous Vendors.
- (d) Delivery of the goods at MDL premises should be responsibility of the supplier. However, for unavoidable reasons, if bids are exclusive of transport and / or insurance, the same will be loaded at the cost to be incurred by MDL.
- (e) For the additional delivery period sought by the bidder over the stipulated date of delivery as per Tender, 0.50% per completed week will be loaded to the quoted price.
- (f) Deviations sought in respect of rate per week and / or maximum ceiling in respect of liquidated damages shall be loaded to the quoted price. For example, the maximum ceiling towards liquidated damages stipulated in the Tender is 5% and the bidder seeks to limit it to, say 3.50% then the price quoted will be loaded by 1.5%. If the rate of LD per week is 0.50% per week or part thereof as per tender and the bidder seeks it as, say, 0.40% per week or part thereof, the maximum ceiling on LD as per tender will first be quoted to

weeks (10 weeks in this case) and the rate proposed by the bidder i.e. 0.40% will be multiplied by the so equated maximum period (which works out to 4%) and the quoted price will be loaded accordingly by 1%. Delivery being the essence of the contract, it is desirable if the bidder(s) adhere to the stipulated clause.

22. **Ranking of Bids & Determination of L-1 Bidders**

- i. Ranking of price bids shall be done on the basis of quoted Price "excluding taxes" on overall basis. Techno-commercially qualified lowest bidder on overall basis will be considered for further processing.
- ii. Ranking of Price bids shall be done on the basis of lowest bidder for "prices exclusive of taxes" after normalizing for deviations (taxes shall be excluded for ranking of bids to determine L-1 vendor) and with applicability of Provision at clause no 2.3.
- iii. If any variations in statutory levies, the break up in respect of taxes, duties and levies is clearly and separately furnished in the bid and MDL is satisfied that the rates of taxes indicated therein are in line with the tax law so that escalation due to variation in the taxes can be justifiably considered to the extent legitimately allowable on the base amount(s) indicated in the bid. Therefore, bidder is requested to show the break up regarding taxes as applicable in the bid.
- iv. In the case of composition dealer, since composition dealer is not allowed to charge GST, in such case, evaluation of bid will be on the price quoted by bidder.
- v. In case of purchase of goods/ services from unregistered dealer under GST Laws, GST will be paid by MDL under reverse charge mechanism.
- vi. **If any additional charges are quoted by the supplier as deviation or otherwise, other than the unit rate of diesel, the same shall also be loaded & the ranking will be done accordingly.**

Note : Online ranking visible to the bidders after opening of part II price bid is without loading parameters. However, L1 bidder will be evaluated offline by all clarification and applying all applicable loading parameters as mentioned in the tender documents.

In case of any discrepancy in the Blank Rate Schedule Format and actual On-Line Price Bid after opening of the price bids, the details (Any other charges excluding taxes & duties) mentioned in the On-Line Price Bids shall prevail over the details in blank rate schedule format in normal case. However, the negotiated commercial terms before price bid opening shall prevail over the online price bids and will be considered for ranking and evaluation.

23. **Freak Low Quotes NOT APPLICABLE**

24. **Liquidated Damages**

24.1. Time is an essence of the contract therefore the job, as ordered, should be completed on the dates mutually agreed upon in accordance with the delivery schedule. In cases of delay not attributable to Purchaser beyond the agreed schedule, the Successful bidder shall pay liquidated damages, a sum representing 0.5% (Half per cent) per week or part there of the progressive Order Value, subject to maximum of 5% of the final progressive Order / Contract value. LD will be applicable on the value of the undelivered portion of goods on delivery date mentioned in the progressive purchase order.

24.2. Contractor will also be liable to pay Liquidated Damages as mentioned above for late delivery of Guarantee Certificate.

25. **Consignee**
The Successful bidder(s) shall arrange to dispatch of goods by appropriate Rail / Road /Air / Sea mode as per the order to MDL stores as mentioned at **clause no. 3** on working days (Monday to Friday) between 8.00 hrs to 15.00 hrs (Lunch Time 11.30 to 12.00 hrs). In case truck / tempo reach our yard beyond above time the same may be retained over night at your risk & cost.
- 25.1 The following documents are mandatory to be submitted along with the consignment:
(a) Delivery Challan/Tax Invoice duly endorsed by CISF/MDL security
- Note:**
- (i) To issue gate pass inside MDL premises, transporter shall carry valid driver license, valid RC book, valid PUC certificate, valid insurance of the vehicle.
 - (ii) Bidder should comply with the all provision of E-way bill as per GST act. E-way bill shall be generated by the successful bidder for supply of material to MDL and for taking out his rejected material from MDL
26. **Modifications to the Bids**
Bidders desirous of submitting modified bids prior to the closing date & time may do so by submitting revised bid online not later than the deadline for submission of bids. Please note that modified bids shall be submitted through E-Procurement system only.
27. MDL reserves the right to accept any or all offers in part / full without assigning any reasons whatsoever. In case of any dispute, our decision in this matter shall be final and legally binding on you. MDL reserves the right to consider placement of Order / Contract in part or in full against the tendered quantity or reject any or all tenders without assigning any reason
28. **Risk Purchase & Order Cancellation**
28.1 In case of delay beyond the contractual delivery period, MDL reserves the right to cancel the order and procure the ordered material from any available source at MDL's option and discretion and entirely at your risk and cost. Extra expenditure incurred by MDL in doing so will be recovered from you. MDL also reserves the right to cancel the order at your risk and cost if the progress of work is not considered satisfactory and it is felt that you are not likely to meet the contractual delivery date.
28.2 In case of non-replacement of defective item for quality errors if any within 7 days, MDL reserves the right to procure it at supplier's risk and purchase.
29. **Indemnity**
You shall hold harmless and keep MDL indemnified against all claims arising as a result of infringement of any patent rights on account of manufacture, sale or use of articles covered by the order.
30. **Public Grievance Cell**
A Public Grievance Cell headed by GM(Production) has been set up in the Company. Members of public having complaints or grievances are advised to contact on Wednesday between 10.00 hours and 12.30 hours in office in New Service Block or send their complaints / grievances in writing for redressal. His Tel. No. is 022-23763512.
31. Bidder shall abide by all Standard Terms and Conditions of Supply (STACS), GT&C and Tender Terms Acceptance formats as per Enclosures contained therein should be properly filled, signed and should be uploaded along with techno-commercial bid. Deviation if any shall be clearly indicated. The bidder shall also abide statutory requirements, Official Secret Act 1923 clause.
32. All the terms & conditions of TEF (Tender Enquiry Form), General Terms & Conditions (GT & C), MDL Standard Terms & Conditions (STACS) shall be applicable to this tender. Bidder shall abide by all TEF, Standard Terms and Conditions of Supply (STACS), GT&C, and Acceptance formats should be properly filled, signed and should be uploaded along with techno-commercial (Part-I) bid.

Deviation if any shall be clearly indicated, failing which it will be construed that the same are acceptable to you in totality.

33. Deviations if any, to meet our requirement, Specifications and Tender conditions, which the bidders intend to seek, should be clearly spelt out in Part-I Bid, separately. Acceptance of deviations will be at MDL's discretion. If this sheet is not uploaded, it shall be presumed that your offer is as per our tender conditions and no deviations will be accepted at a later stage (after price bid opening or placement of order).
34. **Breach of Obligation Clause with respect to Bid Submitted:**
In case of breach of any obligation mentioned under, the bidder shall be disqualified /debarred from the bidding process for a period of one year from the date of notification,
- i) Bidder has withdrawn / modified / amended / impaired / derogated from the tender during the period of bid validity.
 - ii) Bidder fails or refuses to execute the contract upon notification of acceptance of bid by the Purchaser during the period of bid validity
35. **Hindrance Register:** All hindrances with date of occurrences and removal shall be noted in the Hindrance Register. The Hindrance Register shall be signed by the reps of both MDL as well as Contractor. Executive in the rank of Chief Manager and above shall be the nodal executive of the User Department
36. MDL shall not be bound by any printed conditions or provision in the sellers bid forms or acknowledgement of contract, packing list and any other documents which support to impose any condition with the tender terms/final negotiated accepted terms.
In case bidders are unable to submit their offer against this tender, we would appreciate a regret letter citing reasons for not quoting.
We look forward to your participation in on-line bidding by offering your most competitive and reasonable bid against this tender.

Yours faithfully,
Krishna Dabhade
Manager –(C-MP)

For **Mazagon Dock Shipbuilders Limited**

- Enclosure – 1 – Rate Sheet format for e-tender
 - Enclosure – 2 – Illustration for loading criteria
 - Enclosure – 3 – General Terms & Conditions of the Tender Enquiry
 - Enclosure – 4 –Standard Terms & Conditions (STACS)
 - Enclosure – 5 –Format for BG (for security deposit cum Performance Guarantee)
 - Annexure "A"- Declaration for local content
 - Enclosure – 6 – Instructions to fill Annexure A
 - Annexure "B" – Actual local content certificate
 - Annexure "C" – Declaration of Compliance of Order on Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017
 - Enclosure 7 – Bid Security Declaration Format
 - Enclosure 8 – Format for the declaration for TDS provision
 - Enclosure 9 – Format for the Integrity Pact
 - Enclosure 10- Indemnity Bond
- * Following Formats are available on MDL website - <https://mazagondock.in> and same are part of tender enquiry.**
RTGS / NEFT / BG Format.

Statutory requirements, Official Secret Act 1923 & Safety clause.

RATE SHEET FORMAT FOR E-TENDER

Tender Inviting Authority: MATERIAL PURCHASE DEPT.										
Name of Work: Supply of High Speed Diesel										
Tender No: xxxx										
Bidder Name :										
PRICE SCHEDULE										
(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevent columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)										
NUMBER #	TEXT #	TEXT #	NUMBER #	TEXT #	NUMBER #	NUMBER #	NUMBER #	NUMBER #	NUMBER #	TEXT #
Sr. No.	Item Description	Material No.	Quantity	UoM	BASIC UNIT RATE In Figures To be entered by the Bidder Rs.	Taxes %	TOTAL AMOUNT (with Taxes)	TOTAL AMOUNT (Without Taxes)	TOTAL AMOUNT per unit (With Taxes)	TOTAL AMOUNT (In Words with taxes)
1	2	3	4	5	6	9	12	13	14	15
1	High speed Diesel (BS VI) on rate contract basis for period of 5 years	19001002	5,94,000	Liters			0.00	0.00	0.00	INR ZERO ONLY
Total in Figures						0.00	0.00	0.00	INR ZERO ONLY	
Quoted Rate in Words										

(This annexure is for understanding the rate sheet in the e-tender. Prices should be quoted in e-mode only & No hard copies will be accepted & considered)

ILLUSTRATION OF LOADING CRITERIA**A.**

Sr. No.	Description	Foreign Vendor 100% import content	Indigenous vendor with part import content	Indigenous vendor without import content
1.	Basic Price Quoted	a) FOB b) CIF	a) Ex-works b) Delivered to MDL Stores	a) Ex-works b) Delivered to MDL Stores
2.	Add : Insurance Charges	In case of 1(a)	In case of 1(a)	In case of 1(a)
3.	Add Sea / Air Freight charges / Inland Road Transport	In case of 1(a)	In case of 1(a)	In case of 1(a)
4.	Customs Clearance / Port Handling / Transportation to Yard	In either case i.e. FOB or CIF	Nil	Nil
5.	Cost (ex-MDL) excluding taxes & duties without loading towards any deviation.	Sr. Nos. (1+2+3+4) if FOB price quoted OR CIF price + Sr. No. 4	Sr. Nos. (1+2+3)	Sr. Nos. (1+2+3)

B. Financial Loadings:

6.	Variation in payment terms			
7.	Income tax & Service tax on Technical Services / Service Engineers liability to MDL.			
8.	Production Norms such as Scrap %, output - input ratio			
9.	Base date for price variation clause			
10.	Cost (ex-MDL) excluding taxes & duties after loading for variation in financial term.	Sr. Nos. 5 + 6 + 7 + 8 + 9		

C. Loading on Account of deviations in following commercial terms:

11.	Security deposit / Contract performance guarantee			
12.	Equipment performance guarantee			
13.	Additional delivery period sought over stipulated period as per tender			
14.	Additional time sought for supplying binding data			
15.	Liquidated damages per week rate / maximum ceiling			
16.	Cost (ex-MDL) excluding taxes & duties after loading for variation in financial and commercial term.	Sr. Nos. 10 + 11 + 12 + 13 + 14 + 15		

D. Landed cost:

17.	Taxes and Duties			
18.	Landed Cost	Sr. Nos. 17+18		

Evaluated cost for the purpose of ranking and evaluation will be as per Cost excluding taxes & duties as per Sr. No. 16

**GENERAL TERMS & CONDITIONS (GT&C) FOR ITEMS & SERVICES
(EXCLUDING CIVIL WORKS)**

- A10. BLANK
- A20. SECURITY DEPOSIT.
- A21. The successful bidder shall submit a Security Deposit @ 5 % of the contract / order value (excluding taxes, duties, freight, service component) of the Order in the form of NEFT / Demand Draft / Bank Guarantee in the prescribed format in favour of Purchaser within 25 days from date of Contract. The Security Deposit will be returned only after the successful execution of the order / contract. Refund of Security Deposit whenever considered admissible by the Purchaser, shall be without interest only.
- A30. FORFEITURE OF EMD / BID BOND.
- A31. In cases of withdrawal of bid during validity period or during any extension granted thereof, non-acceptance of agreed conditions of Technical and or Commercial and or Price Negotiations, non-submission of the security deposit and / or non-acceptance of the order the EMD or bid security will be forfeited or encashed as the case may be.
- A40. FORFEITURE OF SECURITY DEPOSIT.
- A41. Non-performance of agreed terms and or default/breach by Bidder/Supplier/Contractor will result in forfeiture of security deposit with application of risk purchase provisions as felt appropriate by the Purchaser.
- A50. FORFEITURE OF PERFORMANCE GUARANTEE
- A51. In the event of Bidder/Supplier/Contractor failure to attend the Guarantee defects within a reasonable period of time, the Performance Bank Guarantee will be encashed by the Purchaser. The Purchaser's decision shall be final and binding on Bidder/Supplier/Contractor in this regard.
- A60. SUPPLIES
- A61. The equipment / products / items / Services to be supplied shall be strictly in accordance with the Drawings / Specifications / Requirements indicated in the Tender Enquiry / Order with deviations, if any, as mutually accepted.
- A70. PROGRESS REPORTING & MONITORING
- A71. Where so stipulated in the order, the Bidder / Supplier / Contractor shall render such reports from time to time as regards the progress of the contract and in such a form as may be called for by the Purchaser.
- A80. CANCELLATION OF ORDER
- A81. The Purchaser reserves the right to cancel an order forthwith without any financial implications on either side, if on completion of 50% of the scheduled delivery/Completion period the progress of manufacture/Supply is not to the satisfaction of Purchaser and failure on the part of the Bidder/Supplier/Contractor to comply with the delivery schedule is inevitable. In such an event the Bidder/Supplier/Contractor shall repay all the advances together with interest at prevailing bank rates from the date of receipt of such advances till date of repayment. The title of any property delivered to Purchaser will be reverted to the Bidder/Supplier/Contractor at his cost.
- A82. In case of breach / non-compliance of any of the agreed terms & conditions of order / contract. MDL reserves the right to recover consequential damages from the Supplier / contractor on account of such premature termination of contract.
- A83. In case of delay beyond agreed period for liquidated damages or 10weeks from contractual

delivery period whichever is earlier, MDL reserves the right to cancel the order and procure the order items / services from any available source at MDL's option & discretion and entirely at your risk and cost. Extra expenditure incurred by MDL in doing will be recoverable from Bidder/Supplier/Contractor.

A90. PRESERVATION AND MAINTENANCE

A91. Should any material require any preservation till its final installation/fitment, the detailed procedure (Long term & 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.

A92. 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.

A93. The Bidder / Supplier / Contractor in their offer must confirm that indigenous oil; lubricants and preservatives, etc. can be used in the equipment. The bidder must also give assurance that the equipment performance will not be downgraded by use of indigenous equivalents

A100. FREIGHT AND INSURANCE.

A101. For Indigenous Bidders. In cases where the offers are for 'Door Delivery to Purchaser,' transit freight & Insurance charges shall be borne by the Bidder / Supplier / Contractor.

In other agreed cases of Ex-works / Ex-Transporter's warehouse or Railway godown offers, the Bidder / Supplier / Contractor on dispatch, shall give details of materials with despatch particulars and their value in time to Purchaser's Insurance Company on the contact details as provided in the order. In such agreed cases, the freight & insurance charges will be paid by the purchaser directly to the parties concerned.

A102. For Foreign Bidders.

For overseas supplies on CIF basis. Freight & Insurance up to port of destination (Sea/Air) shall be arranged by the Supplier/Contractor. 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 directly to Purchaser's insurance Company & Purchaser in time. In case of delivery term other than CIF/CIP, the freight & insurance charges will be paid by the purchaser directly to the parties concerned.

A110. TAXES & DUTIES / STATUTORY LEVIES:

A111. Taxes and duties applicable, if any, shall be regularized by MDL by issuing necessary exemption certificates in respect of procurement for Defence Projects. Bidder shall indicate separately the taxes and duties applicable in their offer. When the items qualify for exemption partly/fully but the supplier did not avail of the same, the amount of taxes and duties on such supplies shall be to supplier's account. In cases where exemption certificates are not issued for any reason, taxes shall be paid as indicated in the Purchase Order/Contract. Tax deduction at source will be effected wherever applicable (e.g. TDS under Income tax Act, TDS on Works Contract under MVAT Act etc.) from the bills of the Supplier as per statutes. Octroi duty exemption certificate issued by Customer's representative will be provided on Supplier's written intimation with relevant details regarding readiness of items for dispatch. Where payment of Octroi duty is agreed to and stipulated in the Purchase Order / Contract, the same will be reimbursed by Purchaser at actual after receipt of Supplier's bills along with 'Original Octroi paid money receipt' and copy of Form 'B'. Octroi receipts are to be drawn/issued in the name of 'Mazagon Dock Shipbuilders Limited' only. Similarly, where payment of Custom duty is agreed to and stipulated in the Purchase Order / Contract, the same will be paid by the Purchaser on receipt of supplier's bills along with Custom Certified Duty Paid Challan-Money Receipt in original or carbon copy as relevant. These Challans/ Receipts, Bill of Entry are to be drawn/ issued in the name of 'Mazagon Dock Shipbuilders Limited' only. Where payment of VAT is agreed to and stipulated in the Purchase Order / Contract, the same will be paid by the Purchaser. on the basis of Suppliers' TAX INVOICE wherein the VAT TIN Number and declaration in accordance with the provisions of Maharashtra Value Added Tax Act, 2002, is

indicated in the Invoice and where payment of Central Sales Tax (CST) is agreed to, the Supplier will be paid CST on the basis of the Invoice indicating particulars of his CST Registration Number and such Invoice should also indicate the VAT TIN Number and CST Number of the Purchaser. Where Central Excise Duty is agreed to be paid by the Purchaser in the Purchase Order/Contract, the Suppliers will be paid Excise Duty claimed in the Invoice on the basis of Central Excise Invoice issued as per Rule 11 indicating the ECC/Excise Registration number to be enclosed along with Commercial Invoice/Tax Invoice. In the case of payment of Service Tax agreed to as per purchase order/contract, the same will be paid on the basis of Tax Invoice indicating the Service Tax Registration number and the category of service for which the contractor/Vendor is registered with the Service Tax Department. A copy of the Service Tax Registration certification will be submitted by the contractor/Vendor as a onetime requirement in support of the Registration number indicated in the Invoices. Based on requirement, the Vendor/contractor may be called upon to produce evidence of validity of the Service Tax Registration at any point of time during the currency of the contract.

A112. Stamp Duty (Applicable only for the Work Contracts): It shall be incumbent on the successful tenderer to pay Stamp duty on the contract. As per the provision made in article 63, Schedule-I, read with section 30, of the Maharashtra Stamp Act (Bombay Act LX of 1958), Stamp duty is payable by the successful tenderer for "works contract" that is to say, a contract for works and labour or services involving transfer of property in goods (whether as goods or in some other form) in its executions and includes a sub-contract, as under:

Contract Value	Stamp Duty
a. Where the amount or value said forth in work contract does not exceed Rs. 10 Lakhs.	Rs. 500.00
c. Where it exceeds rupees 10 Lakhs	Rs. 500.00 +1% of the amount above ten lakhs subject to maximum of Rs. 25 lakhs.

A120. DEMURRAGE

A121. Storage and Demurrage charges will be payable by the Bidder / Supplier / Contractor for all shipments that reach purchaser without proper despatch documentations, Lorry Receipts not accompanied by packing lists, invoices etc. The Supplier shall be responsible for fines due to errors or omissions in description, weight or measurements and for increased handling charges due to improper packing.

A130. # INSPECTION, TESTING.

A131. The ordered items will be inspected either by Classification Society / Nominated Agency and or by Inspection Executive nominated by Purchaser at stages defined in the tender / Purchase Order or as agreed to be defined subsequently in terms of the Purchase Order.

A132. The decision of the Inspecting Authority or their representatives, as the case may be, on any question of the intent, meaning and the scope of Specifications / Standards shall be final, conclusive and binding on the Bidder/ Supplier / Contractor.

A133. The Bidder / Supplier / Contractor shall accord all facilities to Purchaser's Inspectors / Nominated Agency to carry out Inspection / Testing during course of manufacture / final testing.

A140. RECEIPT INSPECTION BY MDL.

A141. MDL shall carry out necessary inspection of the items on receipt, on the basis of an appropriate quality assurance system and inspection system requirements along with representative of the Owner. Any objection raised by MDL Quality Control Team against

quality of materials or workmanship shall be satisfactorily corrected by the Contractor at his expense including replacement as may be required within shortest possible time within 30 days. Items damaged during transit shall also be rectified/replaced by the Contractor within shortest possible time, payment for which shall be made at mutually agreed rates.

A150. REJECTION OF MATERIALS.

A151. Should the articles, or any portion thereof of the equipment be found defective / rejected, the Bidder / Supplier / Contractor shall collect the same from the Purchaser'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 Bidder / Supplier / Contractor of such rejection. The Purchaser reserves the right to dispose off the rejected items at the end of a total period of 90 days in any manner to the best advantage to the Purchaser and recover storage charges and any consequential damages, from sale proceeds of such disposal.

A160. TECHNOLOGICAL DEVELOPMENTS / MODIFICATIONS

A161. The Bidder / Supplier / Contractor shall unconditionally and free of cost to the Purchaser transfer information on technological developments / innovations / modifications which the Bidder / Supplier / Contractor would evolve in future (within 3 years) in relation to the supplied equipment. To enable this, the Purchaser's address shall be added to the Bidder / Supplier / Contractor 's mailing list or database or any other document maintained for dissemination of product information and the Purchaser shall be informed of the action taken in this regard. If such improvements / modifications are brought in by the Bidder / Supplier / Contractor's Design Department in the course of manufacture of equipment ordered by the Purchaser, the Bidder / Supplier / Contractor shall incorporate such improved versions in the equipment without any extra cost to the Purchaser under Purchaser's prior consent.

A162. If the Purchaser be desirous of getting incorporated all post supply modifications / improvements arising out of technological developments to the original equipment supplied by the Bidder / Supplier / Contractor, the Bidder / Supplier / Contractor, shall quote for and carry out all such modifications to the equipment.

A163. Where the whole or a portion of the equipment has been specifically developed by the Bidder / Supplier / Contractor for the Owner and the latter would through the Purchaser be bearing the entire or part of the development cost incurred by the Bidder / Supplier / Contractor, the design rights for the whole or portion thereof, of the equipment as appropriate, shall vest in the Owners.

A164. Prior approval of the Owner should be obtained before similar articles are sold / supplied to any other party other than the Owner. If such approval is given and sale is effected, the Bidder / Supplier / Contractor shall pay to the Owner royalty at the rate mutually agreed to.

A165. The Sub-contractor / Supplier / Supplier shall continue to support the equipment for a minimum period of 20 years from the date of supply by making available spare parts and assemblies of the equipment supplied. Should the Sub-contractor / Supplier / Supplier decides to discontinue the product, for any reason whatsoever, adequate notice shall be given to the Purchaser / Owner to enable procurement of the requisite lifetime spares.

A170. PURCHASER'S RIGHT TO ACCEPT ANY BID, PART OF BID AND TO REJECT ANY OR ALL BIDS.

A171. The Purchaser reserves the right to accept and or reject any or all tenders and or to withdraw the tender in toto and or award the contract / order in full or part to more than one Supplier / contractor 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.

A180. BANK GUARANTEE / INSURANCE COVER FOR FREE ISSUE MATERIAL (Not Applicable)

A181. The Bidder / Supplier / Contractor shall furnish Bank Guarantee / insurance Cover equivalent

to the value of materials supplied by MDL free of cost valid up to the execution of the contract / delivery of material, inspected / accepted and receipt at MDL together with the material reconciliation statement whichever is later.

A190 BIDDER'S RESPONSE IN CASE OF NO PARTICIPATION

A191 The Sub-contractor / Supplier / Supplier shall inform the Purchaser in advance in case he is unable to participate in the tender for whatsoever reason. Failure to comply with this will be viewed seriously and consecutive three failures on the part of Sub-contractor / Supplier / Supplier to do so is liable for disqualification / debarring of the Sub-contractor / Supplier / Supplier from all future tender enquiries and or delisting from the list of 'Approved Registered Suppliers.

A200. FACILITY PROVISION (Applicable only for Services)

A201. The Purchaser would consider providing facilities like - compressed air at one point, crange facility for handling heavy loads for lowering onto the ship and water intended for use by the Contractor / Bidder for execution of contract for working within the Purchaser's premises at no extra cost to the Contractor / Bidder. Industrial gases, electrical power, office space / RU store facility may be provided at one point only if possible and available and on chargeable basis if so desired by the Contractor / Bidder. The contractor / Bidder shall make his own arrangements for fixing necessary fittings, wires, welding machines, transformer, etc for power, connecting lines, storage etc for water and necessary fittings, pipes, breaker, hoses etc for compressed air.

A210. INDIGENIZATION BANK GUARANTEE (INDBG)

A211. The successful bidder shall submit a INDBG @ 1% of the value of the Order (excluding taxes & duties) in the form of Demand Draft / SWIFT/ Bank Guarantee in the prescribed format in favour of Purchaser within 25 days from date of Order / Contract. Delay in submission of INDBG will entail interest rate & will be deducted as per the prevailing rate declared by HOD(F)'s Circular (for foreign supplier it will be EUROBOR/LIBOR plus 2% & for Indian suppliers, it will be SLR plus 2%). The INDBG shall be valid upto Guarantee Period plus 4 weeks. The INDBG will be returned only after the successful completion of Indigenization & guarantee period of equipment. Refund of INDBG whenever considered admissible by the Purchaser, shall be without interest only.

A212. In case Price Preference is considered, the INDBG shall be for the value equivalent to the difference between quoted value of L1 & negotiated value of L2 (excluding taxes & duties).

A220 FORFEITURE OF INDIGENIZATION BANK GUARANTEE (INDBG)

A221. Non-performance of agreed terms and or default/breach by Bidder/Supplier/Contractor will result in forfeiture of INDBG with application of risk purchase provisions as felt appropriate by the Purchaser.

A230 PREFERENCETIAL PURCHASE FROM MSE- MANUFACTURERS & START-UPS:

A231. MDL has right to place order on MSE-Manufacturers meeting following criteria:
In tenders, if participating MSEs quoted prices are within price band of L1+15%, such MSEs shall also be allowed to supply a portion up to 20% of requirement by bringing down their prices to L1 price where L1 is non MSEs. If more than 1 MSEs fall under such criteria then this 20% shall be distributed proportionally. This preference shall not be applicable where MSE firm is L1 firm. % out of 20 percent target of annual procurement from Micro and Small Enterprises, a sub-target of 20 percent (i.e 4 percent out of 20 percent) shall be earmarked for procurement from Micro and Small Enterprises owned by the Scheduled Caste or the Scheduled Tribe Entrepreneurs. In respect of items reserved for MSE-Manufacturers, extant guidelines shall be followed. Presently Circular No. S.O. 581(E) dated 23.03.2012 is applicable. MSEs involved in trading activity are not eligible to avail benefits of PPP for MSEs.

A232. MDL has right to place order on Start-ups meeting following criteria:
20% of the of the tendered quantity can be ordered on techno-commercially qualified Start-ups in case emerged L1 bidder is other than Start-up and Start-up firm agrees to match L1 prices. In case if Start-up firm emerges as L1, an initial order for 20% shall be released to monitor performance & subsequently upon successful execution order for balance 80% quantity shall be placed. Presently Circular No. 113 dated 18/02/2016/G.S.R180 (E) is applicable.

**STANDARD TERMS AND CONDITIONS (STACS)
(For Purchase of Items)**

101. The word 'Purchaser' refers to MAZAGON DOCK SHIPBUILDERS LIMITED (MDL), a Company registered under the Indian Companies Act, 1913 and it includes its successors or assignees.
102. The word 'Bidder / Supplier / Contractor' means the person / firm / Company who undertakes to manufacture and/or supply and/or undertake work of any nature assigned by the Purchaser from time to time and includes its successors or assignees.
103. The word 'Owner' means the person or authority with whom Mazagon Dock 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.
120. GENERAL
121. 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 STACS.
200. COMMUNICATION & LANGUAGE FOR DOCUMENTATION
201. 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 & all documentation shall be same, which the Purchaser has used, in the tender enquiry.
210. PURCHASER'S PROPERTY
211. 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.
212. 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.
220. RISK PURCHASE
221. If the equipment / article / service or any portion thereof be not delivered / performed by the scheduled delivery date / period, any stoppage or discontinuation of ordered supply / awarded contract without written consent by Purchaser or not meeting the required quality standards the Purchaser shall be at liberty, without prejudice to the right of the Purchaser to recover Liquidated Damages / penalty as provided for in these conditions or to any other remedy for breach of contract, to terminate the contract either wholly or to the extent of such default. Amounts advanced or part thereof corresponding to the undelivered supply shall be recoverable from the Contractor / Bidder at the prevailing bank rate of interest.
222. The Purchaser shall also be at liberty to purchase, manufacture or supply from stock as it deems fit, other articles of the same or similar description to make good such default and/or in the event of the contract being terminated, the balance of the articles of the remaining to

be delivered there under. Any excess over the purchase price cost of manufacture or value of any articles supplied from the stock, as the case may be, over the contract price shall be recoverable from the Bidder / Supplier / Contractor.

230. RECOVERY-ADJUSTMENT PROVISIONS

231. 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.

240. ADDITIONAL BANK GUARANTEE

241. In case after opening of price bid of technically cleared firms, it is noted that L-1 firm has quoted very low rates and indicates to withdraw from the tender then EMD shall be forfeited and firm may be given tender holiday including intimation to other PSUs. If the rates quoted are less than MDL estimates by 40% or so and if the difference in rate between L1 and L2 is 30% or more then the firm will have to give additional BG of 20% of the PO value as additional security. Bank charges for this additional BG shall be borne by MDL and reimbursed against proof of payment.

250. INDEMNIFICATION

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

260. TRANSFER OF SUPPLIERS / CONTRACTOR'S RIGHTS

261. 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.

270. SUBCONTRACT & RIGHT OF PURCHASER

271. 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.

280. PATENT RIGHTS

281. 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.

290. AGENTS/AGENCY COMMISSION

291. The seller confirms and declares to the buyer that the seller is the original manufacturer or authorized distributor/stockiest of original manufacturer of the stores 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 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.

300. USE OF UNDUE INFLUENCE / CORRUPT PRACTICES:

301. The Bidder / Supplier / Contractor undertakes that he has not given, offered or promised to give, directly or indirectly any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the Purchaser or otherwise in procuring the contract or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the Contract with the Purchaser for showing or forbearing to show favor or disfavor to any person in relation to the Contract or any other Contract with the Purchaser. Any breach of the aforesaid undertaking by the Bidder / Supplier / Contractor or any one employed by him or acting on his behalf (whether with or without the knowledge of the Bidder / Supplier / Contractor) or the commission of any offence by the Bidder / Supplier / Contractor or any one employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1980 or the Prevention of Corruption Act, 1947 or any other Act enacted for the prevention of corruption shall entitle the Purchaser to cancel the contract and all or any other contracts with the Bidder / Contractor / Supplier and recover from the Bidder / Supplier / Contractor the amount of any loss arising from such cancellation. Decision of the Purchaser or his nominee to the effect that a breach of the undertaking has been committed shall be final and binding on the Bidder / Supplier / Contractor.

302. The Bidder / Supplier / Contractor shall not offer or agree to give any person in the employment of Purchaser any gift or consideration of any kind as "Inducement" or "reward" for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the contract/s. Any breach of the aforesaid condition by the Bidder / Supplier / Contractor or any one employed by them or acting on their behalf (whether with or without the knowledge of the Bidder / Supplier / Contractor) or the commission of any offence by the Bidder / Supplier / Contractor or by any one employed by them or acting on their behalf which shall be punishable under the Indian Penal Code 1980 and/or the Prevention of Corruption by Public Servants, shall entitle Purchaser 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 Security Deposit, encashment of the Bank Guarantee and refund of the amounts paid by the Purchaser.

303. In case, it is found to the satisfaction of the Purchaser that the Bidder / Supplier / Contractor has engaged an Agent or paid commission or influenced any person to obtain the contract as

described in clauses relating to Agents / Agency Commission and use of undue Influence, the Bidder / Supplier / Contractor, on a specific request of the Purchaser shall provide necessary information / inspection of the relevant financial document / information.

310. IMMUNITY OF GOVERNMENT OF INDIA CLAUSE

311. It is expressly understood and agreed by and between M/s. (Bidder / Supplier / Contractor) and Mazagon Dock 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.

320. EXPORT LICENCE

321. 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 & cost implications on the Purchaser.

330. BANNED OR DE-LISTED CONTRACTORS / SUPPLIERS

331. The Bidder / Supplier / Contractor declares that they being Proprietors / Directors / Partners have not been any time individually or collectively blacklisted or banned or delisted 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.

340. DUTY OF PERSONNEL OF SUPPLIER/SUPPLIER

341. 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.

350. DISPUTE RESOLUTION MECHANISM AND ARBITRATION

351. 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.

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

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

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

provisions made under the relevant clause of the contract.

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

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

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

353. 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.

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

360. JURISDICTION OF COURTS

361. 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.

370. INDIGENIZATION (ONLY FOR P15B & P17A PROJECTS) (Not Applicable)

371. Bidders while participating shall provide details on list of items being imported proposed Indigenization content, Model & Plan towards indigenization in their techno-commercial offer. The proposed indigenization plan shall be formulated in such a manner that there is a progressive increase towards indigenization as well as items indigenised across the shipsets as follow:

Ship Set	1st	2nd	3rd	4th	5th	6th	7th
Indigenization %							
Proposed item being indigenized (List here)							

372. REJECTION OF OFFER:

Bidders not agreeing to accept Indigenization clause, Purchase preference and/or Price preference clause and submission of INDBG shall be categorically rejected. Bidders with more than 50% FE content (Indian firm) & less than 30% INR content (Foreign firms) are liable for rejection.

373. PREFERENTIAL TREATMENT:

PURCHASE PREFERENCE:

i. Tenders where all bids are from Indian supplier:

Purchase Preference shall be extended to bidders where the difference in INR content of L1 & L2 is more than 10% of INR content of L1 firm and the difference in overall quote of L1 & L2 is less than 10% of the L1 firm.

ii. Tenders where all bids are from foreign supplier:

Purchase Preference shall be extended to bidders where the difference in FE content of L1 &

L2 is more than 10% of FE content of L1 firm and the difference in overall quote of L1 & L2 is less than 10% of the L1 firm.

iii. Tenders where all bids are from both Indian & Foreign supplier:

Purchase Preference shall be extended to Indian bidders where the difference in overall quote of L1 & L2 is less than 10% of the L1 firm. L1 firm being a foreign firm.

PRICE PREFERENCE:

MDL reserves the right to go for even "Price Preference" in case, level of Indigenization is considerably high by a firm which is otherwise not L1.

374. INDIGENIZATION BANK GUARANTEE (INDBG):

Supplier who enjoys the advantage of Indigenization clause with Purchase / Price preference shall submit Bank Guarantee as per GT&C Clause No. A 210.

PROFORMA BANK GUARANTEE FOR SECURITY DEPOSIT (ILLUSTRATIVE FORMAT)

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

IN CONSIDERATION OF MAZAGON DOCK SHIPBUILDERS LIMITED, a Company within the meaning of Companies Act 2013 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 include its successors and assigns) hereby agree to pay to the Purchaser without any demur on first demand an amount not exceeding Rs..... (Rupees.....only) being 3% of the order value against any loss or damage, costs, charges and expenses caused to or suffered by the Purchaser by reason of non-performance and non-fulfilment or for any breach on the part of the Contractor / Supplier of any of the terms and conditions of the said order.

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

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

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

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

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

7. Notwithstanding anything contained herein above:

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

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

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

For Bank
(by its constituted attorney)

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

DECLARATION CERTIFICATE FOR LOCAL CONTENT

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

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

IN RESPECT OF BID / TENDER No.

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

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

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

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

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

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

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

(d) 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

Attach separate sheet duly signed if space is not sufficient

NB: Local content percentage shall be declared **item wise** strictly as per 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 dtd 16.09.2020_and I shall furnish the document / information on demand. Failure on my part to furnish the data will be treated as false declaration as per PPP MII Order 2017. In case of contract being awarded, I undertake to retain the relevant documents for 7 years from date of execution.

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

SIGNATURE: _____

DATE: _____

Seal / Stamp of Bidder

INSTRUCTIONS TO FILL ANNEXURE A

Following are required to be filled by the bidder in Annexure A:

- **Tender number**
- **Issued by: Name of your firm**
- **Your full name**
- **Your capacity/designation in your firm**
- **Name of your firm**
- **Clause no (d) of Annexure A – Select the option whichever is applicable (PPP MSE 2012 or PPP MII 2017)**
- **Clause no (e) – Mention tender item number, percentage of local content and location of value addition for each individual line items of the tender.**

ACTUAL LOCAL CONTENT CERTIFICATE

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

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

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

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

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

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

- (a) The facts contained herein are within my own personal knowledge.
- (b) My/our company had declared the local content at the time of tender as under

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

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

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

NB: Local content percentage shall strictly be declared **item wise** as per the 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

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

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

DECLARATION BY AUTHORISED SIGNATORY OF THE FIRM

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

- 1) The facts contained herein are within my own personal knowledge.
- 2) I have read the Order (Public Procurement No.1, 2 & 3) dtd 23 Jul 2020 & 24 Jul 2020 on the subject of Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017 regarding restrictions on procurement from a bidder of a country which shares a land border with India and comply to all the provisions of the Order
- 3) I certify that M/s (*name of bidder entity*) **is not from such a country or, is from such a country (strike out whichever is not applicable)**, 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

Bid Security Declaration Format
(in lieu of EMD & applicable for EMD exempted bidders)
(On Bidders Letterhead)

Date: _____ **Tender No:** _____

To
Mazagon Dock Shipbuilders Limited
Dockyard Road,
Mumbai : 400 010

I/We the undersigned declare that:

- 1) I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

- 2) I/We accept that I/We may be disqualified / debarred from bidding against Mazagon Dock Shipbuilders Limited tenders for a period of one year from the date of notification if I/We are in a breach of any obligation under the bid conditions, because I/We
 - a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our bid during the period of bid validity specified in the form of Bid; or
 - b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity fail or refuse to execute the contract.

- 3) I/We understand this Bid Securing Declaration shall cease to be valid on the Thirty First day from following,
 - a) if I am/we are not the successful Bidder, the receipt of your notification of the name of the successful Bidder; or
 - b) the expiration of the validity of my/our Bid or any extension thereof.

Signed: _____ (insert signature of person whose name and capacity are shown)
In the capacity of _____ (insert legal capacity of person signing the Bid Security Declaration)

Name: _____ (insert complete name of person signing the Bid Security Declaration)
Duly authorised to sign the bid for and on behalf of _____ (insert complete name of Bidder)

Dated on _____ day of _____ (insert date of signing)
Corporate Seal (where appropriate)

(Note: in case of a Joint Venture, the Bid Security Declaration must be in the name of all partners to the Joint Venture that submits the bid)

COMPANY NAME on letter Head

Date:-

TO WHOMSOEVER IT MAY CONCERN

Subject: Declaration in relation to New Provision under Section 194Q, 206AB & 206CC of the Income tax act 1961.

1. We, _____ (company name), registered office at _____ having Permanent Account number (PAN) _____, Tax Deduction Account number (TAN) _____, hereby confirm that, we have duly filed the Income-tax Returns for the following Financial Years within the time limit of filing of Return u/s 139(1) of the Income tax Act, 1961.

S.No.	Particulars	Reference No. / Acknowledgement No. & date
1	ITR filed for AY 2019-20 (FY 2018-19)	(Data to be filled by company)
2	ITR filed for AY 2020-21 (FY 2019-20)	(Data to be filled by company)

2. We understand that Tax is to be deducted at source as per provisions of Chapter XVIIB of the Income Tax Act, 1961 at higher of the following rates, if the Return of Income is not filed during any of these preceding financial years: -

- (a) at twice the rate specified in the relevant provision of the Act; or
- (b) at twice the rate or rates in force; or
- (c) at the rate of 5 percent

3. Total sales which will be made by _____ (company name) during the FY 2021-22 is exceeding / not exceeding (strike whichever is not applicable) Rs 50 lakhs.

4. We do hereby declare that to the best of our knowledge and belief what is stated above is correct, complete and is truly stated. In case the declaration founds incorrect / incomplete / untrue, we undertake to fully indemnify you on account of any additional tax liability, interest or penalty imposed / levied / recovered from you by the Income Tax Authorities.

Signature & Stamp of Authorised representative of Company

INTEGRITY PACT

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

And

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

Preamble

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

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

Section 1 - Commitments of the Principal/Buyer:

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

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

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

This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant Anti Corruption

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

- d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. All payments made to the Indian Agent/representative have to be in Indian Rupees only. Further details as mentioned in the "Guidelines of Indian Agents of Foreign suppliers" shall be disclosed by the Bidders(s)/Contractor(s). Copy of the "Guidelines on Indian Agents of Foreign Suppliers" as annexed and marked as Annexure-A.
 - e) The Bidder(s)/Contractor(s) will when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
 - f) The Bidder (s)/Contractor(s), their agents, representatives shall not do such things so as to interfere with the procedures laid down in the Principal/Buyer's Purchase Manual containing the Standard Terms and Conditions (STAC) and General Terms and Conditions (GT&C) in respect of procurement contracts for goods, services and civil works.
 - g) The Bidder commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- (2) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlines above or be an accessory to such offences.

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

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

- 1) If the Bidder(s)/Contractor(s) has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal/Buyer is entitled also to exclude the Bidder(s)/Contractor(s) from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder(s) and the amount of the damage. The exclusion will be imposed for a minimum of six months and maximum of five years, which may be further extended at the discretion of the Principal/Buyer.
- 2) A transgression is considered to have occurred, if the Principal/Buyer after due consideration of the available evidence, concludes that no reasonable doubt is possible.
- 3) The Bidder (s) accepts and undertakes to respect and uphold the Principal/Buyer's absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining legal advice.
- 4) If the Bidder(s)/Contractor(s) can prove that he has restored/ recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Buyer may revoke the exclusion prematurely.

Section 4 – Sanctions for Violation:

- (1) Any breach of the aforesaid provisions by the Bidder or any one employed by him or acting on his behalf (whether with or without the knowledge of the Bidder) or the commission of any offence by the Bidder or any one employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act 1988 or any other Act enacted for the prevention of corruption shall entitle the Principal/Buyer to take all or any one of the following actions, wherever required –
- a) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the Bidder. However, the proceedings with the other Bidder(s) would continue.
 - b) The Earnest Money Deposit/Security Deposit/Performance Bond shall stand forfeited either fully or partially, as decided by the Principal/Buyer, and the Principal/Buyer shall not be required to assign any reason there for.
 - c) To immediately cancel the contract, if already signed, without giving any compensation to the Bidder.
 - d) To recover all sums already paid by the Principal/Buyer, in case of an Indian Bidder with interest thereon at 2% higher than the prevailing Base Rate of SBI, and in case of a Bidder from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the Bidder from the Buyer in connection with any other contract for any other Defence stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
 - e) To 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 dependant 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 - Integrity Pact Bank Guarantee (IPBG): Not Applicable

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

Section 9 - Independent External Monitor/Monitors:

- (1) The Principal/Buyer appoints competent and credible independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairman & Managing Director of the Principal/Buyer.
- (3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all project documentation of the Principal/Buyer including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality.
- (4) The Principal/Buyer will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations, between the Principal/Buyer and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal/Buyer and request the Management to discontinue or take corrective action, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. However, the Monitor shall give an opportunity to the Bidder(s)/Contractor(s) to present its case before making its recommendation to the Principal/Buyer.
- (6) The Monitor will submit a written report to the Chairman & Managing Director of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the Principal/Buyer and, should the occasion arise, submit proposals for correcting problematic situations.
- (7) Monitor shall be entitle to compensation on the same terms as being extended to / provided to Independent Directors on the Board of Principal/Buyer.
- (8) If the Monitor has reported to the Chairman & Managing Director of the Principal, a

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

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

Section 10 - Pact Duration:

This pact begins when both parties have legally signed it. It expires for the Contractor **12 months** after the last payment under the contract and for all other Bidders **06 months** after the contract has been awarded.

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above unless it is discharged / determined by Chairman & Managing Director of the Principal/Buyer.

Section 11 - Other provisions:

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

Section 12 – Fall Clause: #

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

For & on behalf of
MAZAGON DOCK LIMITED
(Office Seal)
Place _____
Date _____

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

Witness 1:
(Name & Address)

Witness 2:
(Name & Address)

FORMAT OF INDEMNITY BOND FOR PERFORMANCE

This Indemnity Bond executed by Messers ----- a company registered under the Companies Act, 1956 having its office at ----- (hereinafter called " the 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) in favour of Mazagon Dock Limited, a company incorporated under the Companies Act 1956 and having its registered office at Dockyard Road, Mumbai 400010 (hereinafter referred to as the "the Company" which expression shall, unless it be repugnant or contrary to the subject or context thereof, be deemed to mean and include its successors and assigns).

Whereas the Company herein has awarded to the Supplier a contract of Rs. _____ for the supply of High Speed Diesel (HSD) on terms and conditions set out ,inter-alia, in the contract no _____.

And Whereas, clause/s of the above mentioned contract provides for guarantee to the Company against all losses, damages, expenses or otherwise that may be caused to or suffered by the Company by reason of any breach by the Supplier of any of the terms and conditions of the said contract and / or performance thereof.

Now in Consideration of the Company having agreed that the Supplier shall furnish a security for the performance of the Supplier's obligations and /or discharge of the Supplier's liability in connection with the said contract and the Company having agreed with the Supplier to accept Indemnity Bond, we the Supplier hereby irrevocably agree and undertake to indemnify the Company from time to time and shall forthwith on demand pay to the Company to the extent of Rs. _____ being the 3% of the contract value Rs. _____ in accordance with the said contract against any loss or damage cause to or suffered by the Company by reason of non performance and non-fulfillment and non-fulfillment or for breach on the part of the Supplier of any terms and conditions of the said contract.

We, the Supplier further agree that the amount demanded by the Company as such shall be final and binding on us as to the Supplier's liability to pay and the amount demanded. We the Supplier agree that the Company shall have the right to recover amount demanded, without prejudice to any other remedies available, by deducting from any sum at any time hereafter becoming due/already due to the Company under this or any other contract.

We the Supplier, undertake to pay the Company the amount so demanded on first demand without any demur.

We, the Supplier further agree that this indemnity shall remain in full force and effect till as per terms and conditions of the aforesaid contract, all supply of High Speed Diesel (HSD) is completed by the Supplier.

Signed, sealed and delivered by

Date:
seal

Signature of the Supplier with official

Witness:

1. (Name & signature)
(Address)

2. (Name & signature)
(Address)

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