



MAZAGON DOCK SHIPBUILDERS LTD.  
OUTSOURCING DEPARTMENT  
दो बोली बोली ई-निविदा GEM/2026/B/7513518

Two Bid GEM-tender for Hiring of Dry Dock along with yard services for GRDD of Y-12652-INS Udaygiri

**NOTE: This is a Single Nominated tender. Only Single Nominated vendor is allowed to quote. Offer received from bidders other than nominated bidder will be rejected.**

**Add. Service Level Agreement (ASLA)**



**MAZAGON DOCK SHIPBUILDERS LIMITED**

(Formerly known as Mazagon Dock Ltd)

**CIN: U35100MH1934GOI002079**

(A Government of India Undertaking)

Dockyard Road, Mazgaon, Mumbai 400 010. INDIA

Certified – ISO 9001:2008 for Shipbuilding Division

**DIVISION: SHIP BUILDING**

**DEPARTMENT: OUTSOURCING**

Tel. No.: +91(022) 2376 3067

Fax: +91(022) 2376 3326.

E-mail: [awankhede@mazdock.com](mailto:awankhede@mazdock.com)

Website: [www.mazagondock.in](http://www.mazagondock.in)

**TENDER No.**

**: GEM/2026/B/7513518**

**TENDER DATED**

**: 12.05.2026**

**TENDER CLOSING DATE & TIME**

**: 22.05.2026 at 15:00 Hrs.**

**TENDER OPENING DATE & TIME**

**: 22.05.2026 at 15:30 Hrs.**

Hiring of Dry Dock along with yard services for GRDD of Y-12652-INS  
Udaygiri

**Mazagon Dock Shipbuilders Limited invites on-line competitive bids in TWO BID SYSTEM (Part-I Techno Commercial Bid and Part-II Price Bid), from Single nominated Vendor, on our e-procurement portal [www.gem.gov.in](http://www.gem.gov.in), for the Work/Services as detailed in this tender document:**

*Note: Before quoting against this Tender, the prospective bidder is requested to go through the Tender Enquiry document (& Annexes, if any) thoroughly & carefully. Deviations to the Terms & Conditions of the Tender are highly discouraged. Therefore, any doubts arising in respect of any of the Terms & Conditions stipulated, Qualification Criteria, clarification if any w.r.t. Documentation / Procedural requirements, etc. shall get clarified by the prospective bidder through the Dealing Executive invariably before the submission of the Bid.*



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### **Important Notes**

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#### **Salient Features for Participating in (this) GeM-Tender:**

1. Submission of bids against GeM Tenders: MAZAGON DOCK SHIPBUILDERS LIMITED INVITES ON-LINE COMPETITIVE BIDS from reputed Bidders / Suppliers in TWO BID SYSTEM (Part-I Techno Commercial Bid and Part-II Price Bid) on GeM (Government e Marketing) [<http://gem.gov.in>] for the following Scope of Work / Supplies, terms and conditions:
2. Bidders in their own interest are requested to upload their bids well in advance of tender closing date to avoid the last minute difficulties in uploading the bids. Request for extension, if at all to be made, shall be forwarded at least 3 working days in advance to the tender closing date / time with proper reasoning. MDL reserves all rights in this regard & decision of MDL shall be binding to the applicant. Problems in hardware/software, internet connectivity, system configurations, Browser setting etc., for whatsoever reason shall not be considered for extension of tender closing date and time.
3. MDL will not be responsible for an error in downloading of tender documents from web by the bidders. The version appearing on MDL website will be considered final and authentic.
4. All bidders are requested to get their technical queries, if any, clarified in advance (3 days in advance to tender closing date) to avoid last minute delay. For any technical and Commercial clarification, bidders are requested to contact the following executives:

Department	Name of Executives	Contact No	Email
Technical	Mr. Vishwanath Khanapure, DGM (Planning-P17A)	022-2376-3074	vkhanapure@mazdock.com
Commercial	Mr A D Wankhede, DGM(OTS)	022-2376-3067	awankhede@mazdock.com



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**Add.SERVICE LEVEL AGREEMENT (ASLA)**

(This ASLA document is in addition to the GEM SLA terms & condition)

1. **SUBJECT:** E-tender enquiry (Two bid system) for Hiring of Dry Dock along with yard services for GRDD of Y-12652-INS Udaygiri from M/s Hindustan Shipyard Ltd, Vishakhapatam on single vendor nomination basis

**Scope of Work (SoW):** The detailed Scope of Work (SoW) is attached herewith as **Enclosure-1**

2. **INSPECTION:** User Dept.
3. **Validity Period:** Bids / Offers shall have the validity period of 120 **Days** from the tender closing date.
4. **QUALIFICATION CRITERIA:** Not Applicable to this tender
5. **BID REJECTION CRITERIA:**
- 5.1 **Categorical Rejection Criteria:** Following bids shall be **categorically rejected** (The following condition / deviations are non-negotiable and therefore any bid falling under these conditions / deviations shall be summarily rejected. **Bidders to note that no opportunity will be provided to rectify these conditions / deviations post bid opening**):
- 5.1.1 Offer of bidder other than Single Nominated Bidder.
- 5.1.2 Bids received after tender closing date and time.
- 5.1.3 Bids received other than through e-portal.
- 5.1.4 BidderS who are debarred under PPP MII order 2017, GeM, CPPP Portals including tender holiday issued by MDL.
- 5.2 **Liable for Rejection Criteria:** In case of bids received with deviations to tender terms other than non-negotiable conditions indicated at 5.1, and the bids received without sufficient documents, ambiguous and incomplete bids; MDL at its discretion and availability of time, may provide equal time & opportunity for submission of deficient techno-commercial documents and clarification to the bidders. Bidders are required to submit such documents / clarifications within the duration / date stipulated by MDL, failing which their bids will be rejected.
6. **Online Submission of offer in Two Bid System:** Offer must be submitted in two parts, Part – I (Techno-Commercial Bid) & Part – II (Price Bid) on the GEM PORTAL. **Offer in any other form will not be considered.**

**Techno-Commercial Bid Part-I:** This part should contain the following:

a)	General Conditions of Contract (GCC), ATC as per GeM, ADD. SLA acceptance in the Prescribed Formats stating 'Accepted OR Deviation' as applicable for each of the clause.
b)	Deviation sheet in case of any deviations from Terms, Conditions specified in the Standard Terms and Conditions, Tender Enquiry & General Terms & Conditions shall be uploaded online.
c)	Any deviation with respect to Technical requirement shall be uploaded online by the bidder.



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d)	Scanned image of valid GST Registration Certificate.
e)	The hard copy of filled, signed, stamped Integrity pact in original is to be submitted to MDL within 05 days from the tender closing date
f)	Local content declaration as per Encl.5 and GFR declaration as per Encl-7

**Note:**

i) The bidder is required to compulsorily select "ACCEPTED" or "DEVIATION" from the drop-down field choices available against the relevant Para no. /Clause no. of TEF/GCC (as applicable). In case "DEVIATION" is selected against a particular Para no. /Clause no., it would be mandatory to explain the deviation proposed by the bidder in the adjoining text field. Any deviation (s) mentioned elsewhere in the Offer/Bid, other than in the said forms, will not be considered.

**Price bid Part-II:** In this part bidders are requested to fill the PRICES for each of the listed items strictly in the prescribed format/ Rate sheet provided in NIC portal. Offer in any other form shall not be considered.

**7. Pricing:**

- The bidder shall quote the prices of all items listed in the tender which will be inclusive of all costs for detailed scope of work as exhibited in Enclosure-1 of this tender. However, the applicable taxes /duties and levies will be indicated separately in the rate sheet. The price quoted shall remain firm and fixed during the tenure of the order/contract.
- Bidders should consider all cost such as labor, salaries to be paid as per minimum wages law, transportation, all incidental expenses etc. for entire scope of work. MDL shall not be bound by any printed conditions or provisions in the bidder's bid forms or acknowledgement of Order/Contract, invoices, packing list and other documents which purport to impose any conditions at variance with or supplemental to Order/Contract.
- Bidder has to give confirmation in their technical bid that they have quoted for all line items by filling "Quoted/Not Quoted" in the enclosure-2.

**8. Price Escalation:** Price shall be firm & fixed during entire contract period. Price escalation is not applicable.

**9. Contract Period:**

9.1 The contract shall be valid for 15 days during the period from 01-08-2026 to 31-12-2026 ( i.e 05 months), for completing the contractual liabilities during Guarantee period of P17A ships and maybe extended for a further period on mutual consent basis on the same terms and conditions. Any work released till the completion of contract shall be carried out by the contractor.

9.2 **Mobilization:** Immediately, as per User (CGE) requirement



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**10. TAXES & DUTIES:**

10.1 Following details are to be submitted by the bidders:

1. GST No.:
2. Type of dealer (composition/ Normal):
3. SAC/HSN NO.:
4. % of GST:

10.2 Bidders need to confirm acceptance of Standard Terms & Conditions of GST enclosed with this tender as per **Enclosure-6**.

11. **Modifications to the Bids:** - Bidder will not be allowed to bid after the closing time is over. Bidder can change the submitted bid any Time till the closing time through GEM portal only and the last changed bid will be considered for ranking of the bids.

12. **GUARANTEE/WARANTEE:** Not applicable

13. **FREE ISSUE MATERIAL (FIM):** Not applicable

14. **Liquidated damage (LD):** a) 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. All tender enquiries should contain clause for liquidated damages. (b) If the contractor fails to deliver any or all of the Goods or fails to perform the incidental Works/ Services (e.g. installation, commissioning or operator training) within the time frame(s) incorporated in the contract, MDL shall, without prejudice to other rights and remedies available to MDL under the contract, deduct from the contract price, as agreed liquidated damages, but not as a penalty, a sum equivalent to the 0.5% percent of the delivered price of the delayed Goods and/ or incidental Works/ Services for each week of delay or part thereof until actual delivery or performance, subject to a maximum deduction of the 5% of the delayed Goods' or incidental Works/ Services' contract price(s)

15. **Public Grievance Cell:** Public Grievance Cell headed by Mr.R R Kumar ED(EYPRODN) D2 Bldg, 4<sup>TH</sup> floor, EAST YARD has been set up in the Company. Members of public having complaints or grievances are advised to contact him on Wednesday between 10.00 hours and 12.30 hours in his office or send their complaints/grievances to him in writing for redressal. His Telephone No. is 022-23763512.

**16. INTEGRITY PACT (IP):**

1. Soft copy of the signed and stamped Integrity Pact (IP) is to be submitted by the prospective vendors/bidders in the technical bid.
2. The pact essentially envisages the agreement between prospective vendors/bidders and buyers committing the persons / officials of both the parties not to exercise any corrupt influence on any aspect of the contract. Only those vendors/bidders who enter into such an integrity pact with the buyer would be competent to participate in the bid. Therefore, non-acceptance of Integrity Pact by the vendors/bidders shall be liable for rejection. The format of Integrity Pact is placed at Enclosure and the same is to be strictly adhered to.
3. Please note that the Bidders not agreeing to accept Integrity Pact or submitting integrity pact with deviation in MDL format will be liable for rejection. A scanned copy of the Integrity Pact duly signed by bidder, strictly as per the format given at Enclosure-8 is to be uploaded along with the offer. The original of the Integrity pact is to be submitted to MDL within 05days of the tender closing date.



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4. In case of successful bidder, a clause will be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the Principal/Buyer to forfeit the same without assigning any reason for imposing sanction for violation of the Integrity Pact. MDL shall not be bound by any printed conditions or provisions in the sellers bid forms or acknowledgement of contract, invoices, packing list and any other documents which impose any conditions at variance with the tender terms/final negotiated & accepted terms
5. The nominated Independent External Monitor (IEM) will have power to access the entire project document and examine any complaints received by him.

The details of nominated IEM from the panel of IEMs are as follows:

- (1) Mr.M N Krishnamurthy, IPS (Retd.)
- (2) Mr. Deepak Kashyap, IRTS(Retd.)

17. **EARNEST MONEY DEPOSIT (EMD):** Not Applicable to this tender

18. **RESTRICTIONS UNDER RULE 144(XI) OF GENERAL FINANCIAL RULES GFRS, (2017) AS PER DIRECTIVES F NO. DPE/7(4)/2017-FIN DTD 24.02.2023 & ORDER NO F.7/10/2021-PPD (1) DTD 23.02.2023 (REFER Enclosure -7)**

- A. Any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority. Further, any bidder (including bidder from India) having specified Transfer of Technology (TOT) arrangement with an entity from a country which shares a land border with India, shall also require to be registered with the same competent authority.
- B. "Bidder" 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 (or entity) from a country which shares a land border with India" for the purpose of this Order means: -
  - i. An entity incorporated, established or registered in such a country; or
  - ii. A subsidiary of an entity incorporated, established or registered in such a country; or
  - iii. An entity substantially controlled through entities incorporated, established or registered in such a country; or
  - iv. An entity whose beneficial owner is situated in such a country; or
  - v. An Indian (or other) agent of such an entity; or
  - vi. A natural person who is a citizen of such a country; or
  - vii. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
- D. The beneficial owner for the purpose of 26.2 above 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, 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;



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- b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders' 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 (1) or (2) or (3) 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.
- a. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- b. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.
- c. The registration shall be valid at the time of submission of bid and at the time of acceptance of bid.
- d. If the bidder was validly registered at the time of acceptance / placement of order, registration shall not be a relevant consideration during contract execution

19. **PURCHASE PREFERENCE FOR MSEs:** Not applicable to this tender

20. **FREAK LOW BID:** Not applicable to this tender

21. **WORKING ON MDL HOLIDAYS:** Intimation for working on Saturday / Sunday / holidays if required, should be submitted 2 working days prior to the date of holiday indicating names of personnel to Personnel Department and Security through concerned Department.

22. **BOOK EXAMINATION CLAUSE:**

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

23. **OFFSET POLICY:** Not applicable to this tender.

24. **PARALLEL ORDER:** Not applicable to this tender.

25. **OPTION CLAUSE:** MDL retains the right to increase/decrease the ordered quantity by up to 50 % at any time, till final delivery date (or the extended delivery date of the contract), by giving reasonable notice even though the quantity ordered initially has been supplied in full before the last date of the delivery period (or the extended delivery period)



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**26. RANKING OF BIDS & DETERMINATION OF L-1 BIDDERS:** Not applicable to this tender.

**27. WORK DONE CERTIFICATE:**

- 27.1 WDC shall be prepared on monthly basis by the contractor within 02 days from the date of completion of tasks and shall be certified by the concerned OIC of the user Department (not below the rank of Chief manager). Payment shall be made as per the quantities certified in WDC.
- 27.2 The WDC shall include cumulative statement of jobs carried out till last WDC. The necessary service entry shall be made in SAP system by WDC certifying authority & will be submitted to the contractor for further invoicing. The WDC shall bear relevant Service Entry sheet no., PO no. and respective item Sr. No., sub service line item of the PO.
- 27.3 The WDC must clearly mention the scheduled dates for starting & completion/delivery of the work as mutually agreed between MDL & contractor and the actual dates of start & completion.
- 27.4 In case of delays, the duration along with numbers of delayed days shall be specified in respective WDCs to invoke LD clause and effect recoveries from sub contractor's invoice.
- 27.5 The successful Bidder (Contractor) would have to submit WDC as per the then prevailing format, at the time of order placement. The same would be made available at appropriate time.

**28. TERMS OF PAYMENT:**

- 28.1 Payments for completed work will be made within 15 days of issue of consignee receipt cum-acceptance certificate (CRAC) and on-line submission of Invoice unless otherwise specified in STC / ATC, also Ink Signed Tax Invoice in duplicate with work completion Certificate (WCC) duly certified by Chief Manager or above of user dept. of MDL. The invoice shall be preferably submitted within four weeks of certification of Work Completion Certificate 'WCC'
- 28.2 Set of Original + 2 Copies of signed Tax Invoice to be submitted to Receipts Sections along with Work completion certificate (i. e. Service Entry through SAP system) certified by CM or above rank officer of MDL user department.
- 28.3 The bills should be preferably submitted within four weeks of certification of Work Done Certificate 'WDC' to Receipts Sections adjacent to ARS punching station of South Yard along with Service entry through SAP system from user department.
- 28.4 Work completion certificate should confirm that the work is completed in time or in case of delays, the duration be specified in the certificate to invoke LD clause and effect recoveries from contractor's invoice.
- 28.5 Alternate MSME vendor payment through TReDS:
  - 28.5.1 In order to address the financial needs of MSME firms, Gol has introduced a platform for facilitating the financing of trade receivables of MSMEs from buyers, through multiple financiers which is termed as Trade Receivables Discounting System (TReDS). At TReDS, auctioning of invoices at competitive & transparent environment is done by financiers based on Buyer's credit profile.
  - 28.5.2 MDL is registered on the "Invoice mart" TReDS platform and M1xchange of M/s Mynd Solutions Pvt Ltd.
  - 28.5.3 MSME bidders desirous to receive payments through TReDS platform may avail the facility if they are already registered on
    - 28.5.3.1 "Invoicemart" TReDS platform or by registering on it.  
Contact details at "Invoicemart" TReDS platform are as below:  
022 6235 7373 and a new mail id:- service@invoicemart.com.
    - 28.5.3.2 "M1xchange" TReDS platform or by registering on it.
    - 28.5.3.3 Contact details at "M1xchange" TReDS platform are as below:  
+91 9920455374 Ms Ashwathi Jayandran. email id  
ashwathi.jayandran@m1xchange.com  
+91 8839915724 Ms. Prinyaka Shah.



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email id prinyaka.shah@m1xchange.com

- 28.5.4 As per latest GST Rules, from 1st April 2022, Vendors, whose aggregate turnover in any preceding financial year from 2017-2018 onwards, exceeds Rs. 10. Cr as per GST act, will have to issue e-Invoice. In case of failure to submit the E-Invoice/ or the self-declaration (if applicable), Tax invoice should be returned and claim will not be processed.
- 28.5.5 From 1st August 2023, with the revised MSME definition which is based on turnover **no e-Invoice or self-declaration will be required from Micro vendors who have Udyam Registration No, (URN) as their turnover is less than 5 Crs.** Small vendors **who have Udyam Registration No, have to provide the self-declaration that their turnover is less than 5 Crs or they have to provide the e-invoice in case their turnover exceeds 5 Crs.**
- 28.5.6 Wherever GST is applicable as per para 15.5, payment will be released against e-Invoice, or Invoice accompanied with **Vendor's Self Declaration** that " **We do not fall under the category of registered persons notified under Rule 48(4) of the Central GST Rules, 2017 and we are not required to comply with e-Invoicing provisions under GST Act, as our aggregate turnover in any preceding financial year from 2017-18 onwards has not exceeded Rs. 5 Crores as per GST act**" (from 1st August 2023- Turnover limit reduced to Rs. 5 Crs. from Rs. 10 Crs.)
- 28.5.7 Kindly note that submission of the above documents with the invoice is essential for effecting (timely) payment to the Subcontractor.
- 28.5.8 No advance in any manner will be paid against this contract.

**Note:** Contractors are requested to raise invoices yard-wise in consultation with WCC issuing authority.

29. **MODIFICATION:** Not applicable to this tender.

30. **PERFORMANCE SECURITY {PERFORMANCE BANK GUARANTEE (PBG) CUM SECURITY DEPOSIT (SD)} (PS):** Indemnity bond from PSU in case of single tender

31. **GUARANTEE/WARRANTEE:** Not applicable

32. **FREE ISSUE MATERIAL (FIM):** Not applicable

33. **LOADING CRITERIA:** Not Applicable

34. **PURCHASE PREFERENCE TO MAKE IN INDIA:**

The Government of India has issued revised Public Procurement (Preference to Make in India) order 2017 on 19 Jul 2024 as part of its policy to encourage "Make in India" and promote manufacturing and production of goods and services in India with a view to enhancing income and employment. Subject to the provisions of this order and to any specific instructions issued by Nodal Ministry or in pursuance of this order, Purchase Preference shall be given to local suppliers in all the procurements undertaken by MDL in the manner specified below:

34.1 The following terminology / definitions used in the policy is enumerated below and applicable to the tender:



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- (i) **Local content:** Local content means the amount of value added in India which shall be the total value of item (goods, services or works or their combination) under procurement (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. Different definition of Local Content may be specified by the Nodal Ministry for items assigned to them, which will prevail over above.

Explanatory notes for calculation of local content given above

- (a) Imported items sourced locally from resellers / distributors shall be excluded from calculation of local content.
- (b) The license fees / royalties paid / technical charges paid out of India shall be excluded from local content calculation.
- (c) Procurement / Supply of repackaged / refurbished / rebranded imported products as understood commonly shall be treated as reselling of imported products and shall be excluded from calculation of local content. The definition of repackaged / refurbished / rebranded imported products is as follows;

'Refurbishing' means repair or reconditioning of an imported product does not amount to manufacture because no new goods come into existence.

'Repackaging' means repacking of imported goods from bulk pack to smaller packs would not ordinarily amount to manufacture of a new item.

'Rebranding means relabeling or renaming or change in symbol or logo/makes or corporate image of a company/organization/ firm for an imported product would amount to rebranding.

- (d) To ensure that imported items sourced locally from resellers/distributors are excluded from calculation of local content, procuring entities to obtain from bidders, the cost of such locally-sourced imported items (Inclusive of taxes) along with breakup on license / royalties paid / technical expertise cost etc. sourced from outside India. For items sold by bidder as reseller, OEM certificate for country of origin to be submitted.
- (e) For contracts involving supply of multiple items, weighted average of all items to be taken while calculating the local content.

**Note:**

- (i) The local content can be increased by vendors 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.
- (ii) Bidders offering imported products will fall under the category on Non-local suppliers and they cannot claim themselves as Class-I local suppliers / Class-II local suppliers by claiming the services such as transportation, insurance, installation, commissioning, training and after sales service support like AMC / CMC, etc. as local value addition. Hence, bidders offering imported products will be treated as Non-local suppliers. This shall be included in tender for information and clarity to bidders.



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**NOTE: This is a Single Nominated tender. Only Single Nominated vendor is allowed to quote. Offer received from bidders other than nominated bidder will be rejected.**

**Add. Service Level Agreement (ASLA)**

- (f) **“Class-I Local Supplier”** means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for “Class-I local supplier” under this order
- (g) **“Class-II Local Supplier”** means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for “Class-II local supplier” but less than that prescribed for “Class-I local supplier” under this order.
- (h) **“Non-Local Supplier”** means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than that prescribed for “Class-II local supplier” under this order.
- (i) **“L1”** 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.
- (j) **“Margin of Purchase Preference”** means the maximum extent to which the price quoted by a “Class-I Local Supplier” may be above the L1 for the purpose of purchase preference. The margin of purchase preference for the present tender is 20%.

**Note:**

- Procedure for determination of L1 price for the purpose of deciding eligibility for Purchase Preference shall be stipulated in the tender.
- Price/s of all Class I local supplier/s in a tender is more than 20% of L1’s price no purchase preference shall be applicable

- (k) **“Nodal Ministry”** means the Ministry or Department identified pursuant to the said Order in respect of a particular item of goods or services or works.
- (l) **“Procuring entity”** means a Ministry or department or attached or subordinate office of or autonomous body controlled by, the Government of India and includes Government companies as defined in the Companies Act

**Note:** Mazagon Dock Shipbuilders Limited (MDL) shall be a procuring entity.

- (m) **“Works”** means all works as per Rule 130 of GFR-2017 and will also include “turnkey works”, Engineering, Procurement and Construction (EPC) contracts.
- (n) **“Services”** includes System Integrator (SI) contracts among other services.
- (o) **Special treatment for items covered under PLI Scheme** The manufacturers manufacturing an item under PLI scheme shall be treated as deemed Class II local supplier for that item unless they have minimum local content equal to or higher than that notified for Class-I local supplier for that item, provided the manufacturer has received incentive from the concerned PLI Ministry for the item. The above shall be applicable for the specific time period only, as notified by concerned PLI Ministry.

**34.2 Eligibility of Suppliers to bid in a tender:** - Both 'Class-I local supplier' and 'Class-II local supplier' shall be eligible to bid in procurements except when Global tender enquiry has been issued.

**34.3 Purchase Preference(PP):**

- a) Purchase preference shall be given to only “Class-I Local Supplier” (Class II Local Supplier are not eligible for purchase preference) in procurements undertaken in the manner specified in the succeeding sub-paras:
- b) The Class-I local suppliers, under PPP-MII Order, participating in any government tender, may or may not be MSEs, as defined under the MSME Act. Similarly, MSEs participating in any government tender, may or may not be Class-I local suppliers. Suppliers may be categorized in following four broad categories for consideration or applicability of purchase preference:



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Category	Terminology
Supplier is both MSE & Class-I local supplier.	"MSE Class-I local supplier"
Supplier is MSE but not Class-I local supplier.	"MSE but non-Class-I local supplier"
Supplier is not MSE but is Class-I local supplier.	"Non-MSE but Class-I local supplier"
Supplier is neither MSE nor Class-I local.	"Non-MSE non-Class-I local supplier"

- c) In the procurement covered by para above (Para 3(a) of PPP-MII Order, 2017) for which Nodal Ministry has notified sufficient local capacity and competition, only Class-I local suppliers are eligible to bid irrespective of purchase value. Hence, Class-II local suppliers or Non-local suppliers, including MSEs which are Class-II local suppliers/ Non-local suppliers, are not eligible to bid. Purchase preference shall be accorded as under:
- L-1 is "MSE Class-I local supplier": 100% of the tendered quantity shall be awarded to L-1.
  - L-1 is "Non-MSE but Class-I local supplier"(Divisible in nature): Purchase preference shall be given to MSEs as per PPP-MSE Order. Balance quantity be awarded to the L-1 bidder.
  - L-1 is "Non-MSE but Class-I local supplier" (Non-Divisible in nature): Purchase preference shall be given to lowest quoting MSE Class-I local supplier as per PPP-MSE Order. If lowest quoting MSE Class-I local supplier does not accept the L-1 rates, the next higher eligible MSE Class-I local supplier is to be given purchase preference and so on. 100% of the tendered quantity shall be awarded to MSE Class-I local supplier accepting L-1 rates. If MSE Class-I local suppliers do not accept L-1 rates, then contract shall be awarded to L-1
- d) In the procurement of goods and services reserved exclusively for procurement from MSEs as per PPP-MSE Order, non-MSEs are not eligible to bid for these items and Purchase preference shall be accorded as under:
- L-1 is "MSE Class-I local supplier": 100% of the tendered quantity shall be awarded to L-1
  - L-1 is "MSE non-Class-I local supplier"(Divisible in nature): Purchase preference shall be given to MSE Class-I local supplier as per PPP-MII Order. Balance quantity be awarded to L-1 bidder.
  - L-1 is "MSE non-Class-I local supplier" (Non-Divisible in nature): First opportunity shall be given to lowest quoting "MSE Class-I local supplier" for matching L-1 bidder as per PPP-MII Order for 100% of the tendered quantity and if lowest quoting "MSE Class-I local supplier" does not accept the L-1 rates, the next higher eligible "MSE Class-I local supplier" is to be given purchase preference and so on. If all "MSE Class-I local suppliers" decline to accept the L-1 rates, then contract shall be awarded to L-1 for 100% of the tendered quantity.
- e) In the procurement of goods or services which are divisible in nature (Para 3A(b) of PPP-MII Order), both MSEs as well as Class-I local suppliers are eligible for purchase preference and the Purchase preference shall be accorded as under:
- L-1 is "MSE Class-I local supplier": 100% of the tendered quantity shall be awarded to L-1
  - L-1 is "Non-MSE but Class-I local supplier": Purchase preference shall be given to MSEs, if eligible, as per PPP-MSE Order. Balance quantity be awarded to L-1 bidder.
  - L-1 is "MSE but non-Class-I local supplier": Purchase preference shall be given to Class-I local suppliers, if eligible, as per PPP-MII Order. Balance quantity be awarded to L-1 bidder.
  - L-1 is "Non-MSE non-Class-I local supplier": Firstly, Purchase preference shall be given to MSEs as per PPP-MSE Order. Thereafter, purchase preference is to be given to Class-I local suppliers for "50% of the tendered quantity minus quantity allotted to MSEs above" as per PPP- MII Order. For the balance quantity, contract be awarded to L-1 bidder. (Kindly refer to the illustrative example in the MoF, DoE OM at Enclosure-II).



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- f) In the procurement of goods, services which are covered by para above and which are not divisible in nature, and in procurement of services where the bid is evaluated on price alone (Items covered under Para 3A(c) of PPP-MII Order, 2017) and both MSEs as well as Class-I local suppliers are eligible for purchase preference Purchase preference shall be accorded as under:
- i) L-1 is "MSE Class-I local supplier": Contract shall be awarded to L-1.
  - ii) L-1 is not "MSE Class-I local supplier " but the "MSE Class-I local supplier" falls within 15% margin of purchase preference. Purchase preference shall be given to lowest quoting "MSE Class-I local supplier". If lowest quoting "MSE Class-I local supplier" does not accept the L-1 rates, the next higher "MSE Class-I local supplier" falling within 15% margin of purchase preference is to be given purchase preference and so on. If all "MSE Class-I local supplier" do not accept L-1 rates, then relevant Para shall be followed.
  - iii) If conditions mentioned in sub paras above are not met i.e. L1 is not "MSE Class-I local supplier" and "MSE Class-I local supplier" is not eligible to take benefit of purchase preference as per PPP-MSE Order or all "MSE Class-I local supplier" do not accept L-1 rates, the contract is to be awarded / purchase preference to be given in different possible scenarios as under:
    - a) L-1 is "MSE but non-Class-I local supplier" or "Non-MSE but Class-I local supplier": Contract be awarded to L-1.
    - b) L-1 is "Non-MSE non-Class-I local supplier": Firstly, purchase preference shall be given to eligible MSE as per PPP-MSE Order. If MSEs not eligible or does not accept then purchase preference to be given to eligible Class- I Local supplier as per PPP-MII Order. If Class-I Local supplier is also not eligible or does not accept then contract be awarded to L-1.
- g) Non-local suppliers, including MSEs falling in the category of Non-local suppliers, shall be eligible to bid only against Global Tender Enquiry.
- h) Parallel Contracts: In case of parallel contracts tender also Purchase Preference to MSE & Class I Suppliers shall be applicable and shall be accorded in accordance with para 3B Order Public Procurement (preference to Make in India) Order 2017 dated 19.07.2024 or amended thereon.

**34.4 Minimum Local Content**

- (i) The 'local content' requirement to categorize a supplier as 'Class-I local supplier' is minimum 50%. For 'Class-II local supplier', the 'local content' requirement is minimum 20%. However, Nodal Ministry / Department may prescribe only a higher percentage of minimum local content requirement to categorize a supplier as 'Class-I local supplier' / 'Class-II local supplier'. For the items, for which Nodal Ministry / Department has not prescribed higher minimum local content notification under the Order, it shall be 50% and 20% for 'Class-I local supplier' and 'Class-II local supplier' respectively.
- (ii) The Nodal Ministry may keep in view the domestic manufacturing / supply base and assess the available capacity and the extent of local competition while identifying items and prescribing the higher minimum local content or the manner of its calculation, with a view to avoiding cost increase from the operation of this Order.
- (iii) The Nodal Ministry may annually review the local content requirements with a view to increasing it, subject to availability of sufficient local competition with adequate quality.

**34.5 Declaration/Verification of Local content:**

- (i) Participating bidders to indicate the percentage of local content (i.e. value added in India) along with the details of location/s where the local value addition is made, in their bids, item wise or tender wise. The indicated local content percentage shall decide categorization of the vendors as



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“Class-I Local Supplier” / “Class-II Local Supplier” / “Non-local Supplier”. All bidders should declare that the item and service offered meets the minimum local content & indicate its percentage in their offer which shall meet or excel required local content specified in tender. This declaration is necessary even if Custom Duty Exemption and / or ERV (if applicable) are not being sought. Certification as under is to be submitted mandatorily in technical Offer-Part-I bid.

- (ii) Self-certification 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. However, in cases of procurement for value in excess of Rs. 10 Crores, the bidders shall provide a certificate from statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of supplier other than companies) giving the percentage of local content.
- (iii) The bidders shall provide a self-certification for local content in the quoted item(goods/works/services) at the time of tendering. However, at the time of execution of the project, for all contracts above 10 crores, the contractor/supplier shall submit local content certification duly certified by cost/chartered in practice. For cases where it is not possible to provide certification by cost/chartered accountant at the time of execution of project, the supplier shall be permitted to provide the certificate for local content from cost/chartered accountant after completion of the contract, within limit acceptable to procuring entity ( 30 days of completion).In case the contractor/supplier does not meet the stipulated local content requirement and the category of the supplier changes from class I to class II/Non-local or from class II to non-local, a penalty of 10% of the contract shall be imposed which shall be withheld from the payment due to the bidder. However, contract once awarded shall not be terminated on this account. Further it must be informed to bidders that 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 tender clause ‘**Debarment of bidders / suppliers**’ of the said Order for debarment.
- (iv) 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.
- (v) In cases where MDL received the complaint from any vendor or person, along with the fees prescribed below, 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. If MDL possess the capability, then it shall perform the verification. 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, if any, shall be borne by the complainant. MDL is authorized to prescribe fees for handling complaints under revised PPP MII 2017 Order. The fees for filing a complaint under the order shall be Rs. 10,000/- per case. The complaint shall be filed to the Chairman, Public Grievance Cell. The fee shall be deposited by complainant in MDL’s Account by NEFT.
- (vi) On scrutiny of offer, if all the bidders participating in the tender happen to have either not submitted the declaration certificate or not declared / specified the local content percentage in the declaration certificate or specified local content lower than the minimum local content requirement as per the tender, the subject tender shall be cancelled & matter shall be taken up with Ministry, by the user department, as per the procedure indicated at above Purchase Preference Para or as amended by MoD / DPIIT / DoE.
- (vii) On opening of the price bids, if it is identified that there is difference in local content declaration made & 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 bidder



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shall be disqualified and shall not be considered for ranking purpose. The bid would be treated / considered as given false declaration and necessary action for debarment shall be initiated.

**34.6 PPP MSE Order 2012:**

Purchase Preference under PPP MSE Order 2012 shall prevail over Purchase preference under PPP MII Order 2017 and Purchase preference shall be accorded as per para 23.3 above.

**34.7 Price negotiation & contract placement:**

- (i) MDL has right to negotiate with L1 bidders on the quoted prices. However, it shall be ensured that Local Content percentage as declared by the vendor is maintained or increased but not reduced.
- (ii) After the contract is awarded and the supplies are completed, the supplier shall provide a "Local content certificate" (in the format provided at the time of PO placement) 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.

*Note:* In cases of procurement for value in excess of Rs. 10 Crores, the supplier shall provide a Local Content certificate (in the format provided at the time of PO placement) from statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of supplier other than companies) giving the percentage of local content.

- (iii) Supplier shall be intimated that the supporting documentation towards realization of committed Local Content as per the contract / order terms & conditions shall be maintained 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.

**34.8 Debarment of bidders / suppliers:**

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

**34.9 Reciprocity Clause:** 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.

*Note:* The term 'entity' of a country shall have the same meaning as under the FDI Policy of DPIIT as amended from time to time.

**35. NON-DISCLOSURE AGREEMENT:** Not Applicable to this tender.



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36. **CONFLICT OF INTEREST AMONG BIDDERS/ AGENTS:** Not Applicable to this tender.
37. **CARTEL FORMATION/POOL RATES:** Not Applicable to this tender.
38. **CORRIGENDUM TO TENDER DOCUMENT:** Before the deadline for submitting bids, MDL may update, amend, modify, or supplement the information, assessment or assumptions contained in the Tender Document by issuing a corrigendum. The corrigendum shall be published in the same manner as the original Tender Document. Without any liability or obligation, the Portal may send intimation of such corrigendum to bidders who have downloaded the document under their login. However, the bidders' responsibility is to check the website(s) for any corrigendum. Any corrigendum thus issued shall be considered a part of the Tender Document. To give reasonable time to the prospective bidders to take such corrigendum into account in preparing their bids, MDL may suitably extend the deadline for the bid submission, as necessary. After MDL makes such modifications, any Bidder who has submitted his bid in response to the original invitation shall have the opportunity to either withdraw his bid or re-submit his bid superseding the original bid within the extended time of submission.
39. **TIE BREAKER:** Not applicable to tender
40. **PROGRESS MONITORING & REVIEW MECHANISM:** The required dates are indicated in tender. On placement of order a kick off meeting is to be held in MDL to chalk out the sequence and priority of the activities and the deliverables in line with the prevailing construction status of the ship. In this meeting, a progress monitoring team shall be constituted comprising vendor's representative engineer, MDL's executives (one each from Planning, Design and Ship Manager). This team shall carry out periodic reviews (initially quarterly followed by monthly reviews) to decide and chalk out the detailed sequence and priority of the completion of work and deliverables. The vendor would have to adhere to the recommendations and decisions of the said team while executing the work.
41. **DENIAL CLAUSE:**
- (i) No increases in price shall be admissible/allowed on account of any statutory increase in or fresh Imposition of GST, customs duty or on account of any other taxes/ duty/ cess/ levy), leviable in respect of the goods and services specified in the said contract which takes place after the original delivery date.
  - (ii) Notwithstanding any stipulation in the contract for increase in price on any other ground including price variation clause or foreign exchange rate variation, no such increase which takes place after the original delivery date shall be admissible on such of the said goods as are delivered after the said date.
  - (iii) Nevertheless, MDL shall be entitled to the benefit of any decrease in price on account of reduction in or remission of GST, Customs duty or on account of any other Tax or duty or on any other ground as stipulated in the price variation clause or foreign exchange rate variation which takes place after the expiry of the original delivery date.
42. **HINDRANCE REGISTER:** All hindrances with date of occurrences and removal shall be noted in the Hindrance Register. The Hindrance Register shall document reasons for the delay vis-à-vis the mutually agreed schedule. All hindrances such as delay in MDL Inputs (Drawings/Material/Documents/Services/ Inspection call), delay by TPI/Inspection Agency/ Customer(Navy), delay on account of specialist services, non-performance by the contractor, delinquency by the vendor, force majeure or any other relevant reason shall be recorded. 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.
43. The bidder shall also abide to all statutory requirements, Official Secret Act 1923, Security and Safety Rules as per references, which are part of this tender. If contractors' employees are not adhering to the



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health, safety and environment norms and the contractors not equipping their employees with suitable safety gears, will be viewed seriously. For non-adherence to above will be levied as per extant guidelines of Security and Safety Rules prevailing time to time, to the contractor without prejudice to other rights to enforce the safety requirements.

**44. INSTRUCTIONS TO THE BIDDERS:**

Note: Before quoting against this Tender, the prospective bidder is requested to go through the Tender Enquiry document (& Encloures, if any) thoroughly & carefully. Deviations to the Terms & Conditions of the Tender are highly discouraged. Therefore, any doubts arising in respect of any of the Terms& Conditions stipulated, Qualification Criteria, clarification if any w.r.t. Documentation/Procedural requirements, etc. shall get clarified by the prospective bidder through the Dealing Executive invariably before the submission of the Bid.

**45. Submission of bids against GeM-Tenders:**

MDL will not be responsible for an error in downloading of tender documents from web by the bidders. All bidders are requested to get their technical queries, if any, clarified in advance (3 days in advance to tender closing date) before bidding to avoid last minute delay. For any technical clarification, bidders are requested to contact Mr. Ashish Wankhede, DGM(OTS), Tel. no. 23763067.  
We look forward to receive your most competitive and reasonable offer against this tender.

46. We look forward to your participation in e-bidding by offering your most competitive and reasonable bid against this tender.

Yours faithfully,  
For MAZAGON DOCK SHIPBUILDERSLIMITED,

**A.D. Wankhede**  
**Deputy General Manager**  
**(OUTSOURCING DEPARTMENT)**



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### **Enclosure**

<b>Enclosure -1</b>	Scope of Work
<b>Enclosure -2</b>	Illustrative rate sheet
<b>Enclosure -3</b>	Tender Terms & Conditions Acceptance Form
<b>Enclosure -4</b>	General Conditions of Contract Acceptance Form
<b>Enclosure -5</b>	Local content declaration
<b>Enclosure -6</b>	Standard Terms & Conditions of GST
<b>Enclosure -7</b>	GFR declaration
<b>Enclosure - 8</b>	Format for Integrity Pact
<b>Enclosure -9</b>	Format for Indemnity bond



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Enclosure-1

**Scope of Work (SoW)**



MAZAGON DOCK SHIPBUILDERS LIMITED MUMBAI

**Scope of Work (SoW) for hiring of Dry Dock along with Yard Services at Hindustan Shipyard Limited, Visakhapatnam (HSL) for P17A Ships of IN / MDL.**

आर. रमेश  
R. RAMESH  
अपर महाप्रबंधक/जहाज प्रबंधक (यार्ड-१२६५१)  
AGM / SM (Y-12651)  
माझगांव डॉक शिपबिल्डर्स लिमिटेड  
MAZAGON DOCK SHIPBUILDERS LIMITED



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माझगाँव डॉक शिपबिल्डर्स लिमिटेड MAZAGON DOCK SHIPBUILDERS LIMITED		परियोजना प्रबंधक दल PROJECT MANAGEMENT TEAM			
Document No: PMT/P17A/SoW/DD-UDAYGIRI/HSL/2026		Version 00			
1.	Mazagon Dock Shipbuilders Limited Mumbai (MDL) intends to hire Dry Dock (DD) along with other services at HSL for Guarantee Docking of IN / MDL Ships of P17A.				
1.1	Tentative requirement of Dry-Docking slots is as under:				
Sr N	Vessel / Yard	Dry Dock Slot	Tentatively during the period		Max Dry Dock Duration (Days)
			From	To	
a)	UDAYGIRI	DD-II	15 May 2026	15 June 2026	15 days
b)	TARAGIRI	DD-III	15 Oct 2026	15 Nov 2026	15 days
c)	MAHENDRAGIRI	DD-IV	01 Mar 2027	30 Mar 2027	15 days
1.2	The Dry Dock period / duration is tentative and may vary depending upon the ships situation.				
1.3	Following are the ship particulars:				
Sr N	Parameters	Particulars			
a)	Length Overall	488ft (149m)			
b)	Max Beam length (Breadth)	59ft (18m)			
c)	Draft	6.5m			
d)	GRT	7465 T			
2.	Following are the major facilities / services required during the Dry-Docking of the ships. Changes, if any, during Dry-Docking period will be defined and intimated by MDL Chief Guarantee Engineer (CGE) in consultation with Ship Staff of respective ships.				
3.	<b>HSL Scope:</b>				
For each Dry Dock Slot of the ship, following facilities / services shall be provided by HSL during the entire period of dry docking of the ship at HSL.					
S No.	Description	Qty per DD slot	Unit		
3.1	<b>Hiring of Dry Dock</b>	15	Days		
3.2	<b>Dry Dock Preparation includes:</b> Supply & Laying of suitable Dock Blocks - both centre line and side blocks, wood packing (soft & hardwood) for Dock Block, Supply & Positioning of Wooden Bottom Shoring as per drawings. Dock cleaning immediately after docking of ship and as & when required during Dry Docking of Ship.	1	AU		
3.3	<b>Yard Services at Dry Dock</b>				
3.3.1	Docking / undocking of Ships inside HSL DD and ensure to & fro safe movement of ships in and around HSL.	01	AU		
3.3.2	Provision of Tugs along with pilotage including port dues, custom charges & Berthing etc. for to & fro safe movement of ships in and around HSL, ND(V) during docking / undocking of ships.	01	AU		
3.3.3	Mooring Unmooring and line handling (including requirement of tug and pilotage, if any).	01	AU		
3.3.4	Supply of Pressurized Fire line per day with all necessary hoses & fittings. (Payments will be as per actual usage)	15	Days		
3.3.5	Supply of Sea Water to ballast tanks (with all necessary hoses & fittings) (Payments will be as per actual usage)	100	Ton		
3.3.6	Provision of Power supply (50hz, 3phase 110V, 230V & 415V respectively) (Billing will be as per actual consumption of power),	35000	KWH		
3.3.7	Supply of Compressed Air. (Payments will be as per actual usage)	15	Days		
<i>R. Ramani</i>					Page 2 of 5



MAZAGON DOCK SHIPBUILDERS LTD.  
OUTSOURCING DEPARTMENT  
दो बोली बोली ई-निविदा GEM/2026/B/7513518

Two Bid GEM-tender for Hiring of Dry Dock along with yard services for GRDD of Y-12652-INS Udaygiri

**NOTE: This is a Single Nominated tender. Only Single Nominated vendor is allowed to quote. Offer received from bidders other than nominated bidder will be rejected.**

**Add. Service Level Agreement (ASLA)**

माझगाँव डॉक शिपबिल्डर्स लिमिटेड MAZAGON DOCK SHIPBUILDERS LIMITED Document No: PMT/P17A/SoW/DD-UDAYGIRI/HSL/2026		परियोजना प्रबंधक दल PROJECT MANAGEMENT TEAM Version 00	
3.3.8	Supply of Fresh Water (with all necessary hoses & fittings) (Payments will be as per actual usage)	300	Ton
3.3.9	Provision of Gangway during the Dry Docking of Ships at HSL. (Payments will be as per actual usage)	01	Nos
3.3.10	Provision of Yard Crane (with operator) – up to 20T capacity with working radius 20 mtr. min. (Payments will be as per actual usage)	180	Hrs
3.3.11	Provision of Yard Crane (with operator) – above 20T to 60T capacity with working radius 20 mtr. min. (Payments will be as per actual usage)	60	Hrs
3.3.12	Provision of 5 Ton capacity Yard Fork lift with operator (Payments will be as per actual usage)	180	Hrs
3.3.13	Provision of Scissor lift with working height 15 mtrs. (Payments will be as per actual usage)	120	Hrs
3.3.14	Provision of Cherry Picker with operator (working height 150 Ft, horizontal outreach 70ft, minimum platform capacity 200 Kg) (Payments will be as per actual usage)	240	Hrs
3.3.15	Provision of 12Ton capacity Hydra with operator (Payments will be as per actual usage)	120	Hrs
3.3.16	Provision of One Chiller Plant (200 TR) with end connections & flexible pipes and all necessary accessories. (Payments will be as per actual usage).	15	Days
3.3.17	Provision of Scaffolding along with material and installation as per MDL requirement. (Payments will be as per actual usage)	1500	Sq. M
3.3.18	Provision of Welding machines along with baking facility for welding electrode. (Payments will be as per actual usage).	20	Nos
3.3.19	Provision of Gas Cutting Torches (Payments will be as per actual usage).	20	Nos
3.3.20	Provision of Cylinders filled with Acetylene. (Payments will be as per actual usage).	60	Nos
3.3.21	Provision of Cylinders filled with Oxygen. (Payments will be as per actual usage).	60	Nos
3.3.22	Provision of Cylinders filled with Argon. (Payments will be as per actual usage).	20	Nos
3.3.23	Provision of 01 no Container along with Air Conditioner & Office accessories, suitable for Office Work for onsite Navy / MDL Executives nearby DD. (Payments will be as per actual usage)	15	Days
3.3.24	Provision of Container / storage space suitable for Material Storage nearby DD (Payments will be as per actual usage)	15	Days
3.3.25	Provision of Dedicated Toilets & Urinals arrangement nearby DD (in hygiene condition with cleaning on daily basis)	15	Days
3.3.26	Removal of Galley Refuse. (Payments will be as per actual usage)	15	Days
3.3.27	Provision of Fire/Security watch per day (To provide 24 Hrs fire security watch by deploying minimum 4 firemen, 8 fire sentries & 2 supervisor). (Payments will be as per actual usage)	15	Days
3.3.28	Replacement of various types of anodes (Type: MK I, MK II, MK III, MK V, MK VI & MK VII) for Sea Tubes, Sea Chest, Bilge Keel, Rudder, Stabilizer Fins, Bilges, Ballast Tanks etc. (Anodes will be supplied by MDL). (Payments will be as per actual usage)	80	Nos
3.3.29	Removal, cleaning, painting and installation of grating for Sea Chest and Sea Tubes including diaphragm plate, weed cleaning manifold pipe. (Payments will be as per actual usage)	24	Nos
3.3.30	Tank cleaning by mechanical means and oiling of tanks (Approx. area 6000 Sq. Mtr. / 26 no of Tanks): Removal of left out fuel / sludge from the tanks followed by inspection / application of OM 750 in FO, LO,	26	Nos

*R. Sankar*

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MAZAGON DOCK SHIPBUILDERS LTD.  
OUTSOURCING DEPARTMENT  
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Two Bid GEM-tender for Hiring of Dry Dock along with yard services for GRDD of Y-12652-INS Udaygiri

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	Drain and Sludge Tanks of P17A Ships. Consumables if any are in HSL scope. (Payments will be as per actual usage)		
3.3.31	Cleaning and polishing of Propeller Hub & Blades. (Payments will be as per actual usage)	02	Nos
3.3.32	Cleaning and flushing of Chilled Water System (CWS): Cleaning and flushing Consisting of approx. 900 meter of chilled water pipe of size ranging from 25NB to 150 NB in situ (without removing the pipes), 34 HEs, 30 ATUs, 11 FCUs, 06 AC Plant Condensers. Consumables if any are in HSL scope. (Payments will be as per actual usage)	01	AU
3.3.33	Cleaning and flushing of Sea Water System Engine Coolers as per IN Standard. (Payments will be as per actual usage)	20	Nos
3.3.34	Services for supply of de-humidified cool air through portable / flexible ducts on board ships (using mobile air cooling unit with air cooled plant). Flexible Duct size 150-200 mm with flow rate 450-500 m <sup>3</sup> per hour with 45-60 % humidity. (No of flexible ducts 36 x No of days 15). (Payments will be as per actual usage)	540	Nos
3.3.35	Services for supply fume extractors through portable / flexible ducts on board ships. The suction at the entry side of the fume extractors shall be min 4000 Cubic Meter per Hour (CMH). (No of fume extractors 06 x No of days 15). (Payments will be as per actual usage)	90	Nos
3.3.36	Services for supply and arrangement (including loading, unloading & securing onboard) of Solid Ballast in the form of plates. (Payments will be as per actual usage)	170	Tons
3.3.37	Repairing of underwater hull valves (Valve Size 80 Nb to 350 Nb) (Payments will be as per actual usage)	20	Nos
3.3.38	LP / HP Jet washing with FW of underwater hull including all hull appendages, Sea Tube & Sea Chest, Rudders & Stabiliser fins. (Payments will be as per actual usage)	3330	Sq Mtr.
3.3.39	Underwater hull painting including painting repair work if any. (Payments will be as per actual usage)	3050	Sq Mtr.
3.3.40	Superstructure and above water hull painting including painting repair work if any. (Payments will be as per actual usage)	4000	Sq Mtr.
3.3.41	Supply of Food packets on the days of docking and undocking of ship (Including Brake Fast, Lunch & Dinner) (Payments will be as per actual usage)	1000	Nos
3.3.42	Provision of Water Jars / bottles (20 Ltr capacity) (40 nos x 15 days) (Payments will be as per actual usage)	600	Nos
<b>3.4</b>	<b>Note:</b>		
3.4.1	The services for scaffolding, container for material storage / office use, fork lift, cherry picker, hydra with operator, fire safety watch etc. shall be managed by HSL as and when required basis wherein 02 days' prior intimation shall be given for provisioning these services.		
3.4.2	HSL shall arrange entry passes for MDL Personnel / Navy / OEM's / MDL sub-contractors / for Cars, Buses, Tempo, Trucks /trailers, Ambulance etc. - during entire duration of Dry Docking.		
3.4.3	Approx. <b>200</b> nos. personnel shall be deputed on board by MDL during the Dry Docking period.		
3.4.4	The docking / undocking of the another vessel in DD during the said period should not affect ongoing work of MDL Ship.		
3.4.5	HSL shall allow MDL to keep additional Containers if required near Dry Dock.		



MAZAGON DOCK SHIPBUILDERS LTD.  
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Two Bid GEM-tender for Hiring of Dry Dock along with yard services for GRDD of Y-12652-INS Udaygiri

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**Add. Service Level Agreement (ASLA)**

माझगाँव डॉक शिपबिल्डर्स लिमिटेड

MAZAGON DOCK SHIPBUILDERS LIMITED

Document No: PMT/P17A/SoW/DD-UDAYGIRI/HSL/2026

परियोजना प्रबंधक दल

PROJECT MANAGEMENT TEAM

Version 00

- 3.4.6 HSL shall provide all the facilities as per Factories Act e. g. Safety, Security, Canteen, Rest Room, lavatories, Emergency Medical / Fire facilities etc.
- 3.4.7 **The quantity mentioned in the SoW are tentative and may vary based on the actual activities to be carried out. The payments for all the service requirements at HSL shall be done on actual utilization basis, duly certified by CGE.**

**4 Work Instruction and Work Done Certificate (WDC):**

- 4.1 Work Instruction towards carrying out work as per PO line items shall be issued by the Chief Guarantee Engineer (CGE) of respective Ships.
- 4.2 After completion of work, the Work Done Certificates (WDC) will be prepared by HSL and the same will be signed & certified by MDL CGE.
- 4.3 The WDC shall include statement of jobs carried. The WDC must clearly mention the scheduled dates for starting & completion/delivery of the jobs as mutually agreed between MDL & HSL and the actual dates of start & completion.
- 4.4 The necessary service entry shall be made in SAP system by the WDC certifying authority & will be submitted to HSL for further invoicing. The WDC shall bear relevant Service Entry Sheet No., PO No. and respective item Sr. No., sub service line item of the PO.

**5 Contract Duration and validity:**

- 5.1 After placement of order the contract period may vary with mutual agreement based on the actual requirements.
- 5.2 Order / Contract & rates shall remain valid till completion of allocated work.

*R. Kumar*



MAZAGON DOCK SHIPBUILDERS LTD.  
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दो बोली बोली ई-निविदा GEM/2026/B/7513518

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**Add. Service Level Agreement (ASLA)**

Enclosure-2

ILLUSTRATIVE RATE SHEET

Sub: Hiring of Dry Dock along with yard services for GRDD of Y-12652-INS Udaygiri

S No.	Description	Qty per DD slot	Unit	QUOTED/ NOT QUOTED	GST %
3.1	<b>Hiring of Dry Dock</b>	15	Days		
3.2	<b>Dry Dock Preparation includes:</b> Supply & Laying of suitable Dock Blocks - both centre line and side blocks, wood packing (soft & hardwood) for Dock Block, Supply & Positioning of Wooden Bottom Shoring as per drawings. Dock cleaning immediately after docking of ship and as & when required during Dry Docking of Ship.	1	AU		
3.3	<b>Yard Services at Dry Dock</b>				
3.3.1	Docking / undocking of Ships inside HSL DD and ensure to & fro safe movement of ships in and around HSL.	01	AU		
3.3.2	Provision of Tugs along with pilotage including port dues, custom charges & Berthing etc. for to & fro safe movement of ships in and around HSL, ND(V) during docking / undocking of ships.	01	AU		
3.3.3	Mooring Unmooring and line handling (including requirement of tug and pilotage, if any).	01	AU		
3.3.4	Supply of Pressurized Fire line per day with all necessary hoses & fittings. (Payments will be as per actual usage)	15	Days		
3.3.5	Supply of Sea Water to ballast tanks (with all necessary hoses & fittings) (Payments will be as per actual usage)	100	Ton		
3.3.6	Provision of Power supply (50hz, 3phase 110V, 230V & 415V respectively) (Billing will be as per actual consumption of power).	35000	KWH		
3.3.7	Supply of Compressed Air. (Payments will be as per actual usage)	15	Days		
3.3.8	Supply of Fresh Water (with all necessary hoses & fittings) (Payments will be as per actual usage)	300	Ton		
3.3.9	Provision of Gangway during the Dry Docking of Ships at HSL. (Payments will be as per actual usage)	01	Nos		
3.3.10	Provision of Yard Crane (with operator) – up to 20T capacity with working radius 20 mtr. min. (Payments will be as per actual usage)	180	Hrs		
3.3.11	Provision of Yard Crane (with operator) – above 20T to 60T capacity with working radius 20 mtr. min. (Payments will be as per actual usage)	60	Hrs		
3.3.12	Provision of 5 Ton capacity Yard Fork lift with operator (Payments will be as per actual usage)	180	Hrs		
3.3.13	Provision of Scissor lift with working height 15 mtrs. (Payments will be as per actual usage)	120	Hrs		



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Two Bid GEM-tender for Hiring of Dry Dock along with yard services for GRDD of Y-12652-INS Udaygiri

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3.3.14	Provision of Cherry Picker with operator (working height 150 Ft, horizontal outreach 70ft, minimum platform capacity 200 Kg) (Payments will be as per actual usage)	240	Hrs		
3.3.15	Provision of 12Ton capacity Hydra with operator (Payments will be as per actual usage)	120	Hrs		
3.3.16	Provision of One Chiller Plant (200 TR) with end connections & flexible pipes and all necessary accessories. (Payments will be as per actual usage).	15	Days		
3.3.17	Provision of Scaffolding along with material and installation as per MDL requirement. (Payments will be as per actual usage)	1500	Sq. M		
3.3.18	Provision of Welding machines along with baking facility for welding electrode. (Payments will be as per actual usage).	20	Nos		
3.3.19	Provision of Gas Cutting Torches (Payments will be as per actual usage).	20	Nos		
3.3.20	Provision of Cylinders filled with Acetylene. (Payments will be as per actual usage).	60	Nos		
3.3.21	Provision of Cylinders filled with Oxygen. (Payments will be as per actual usage).	60	Nos		
3.3.22	Provision of Cylinders filled with Argon. (Payments will be as per actual usage).	20	Nos		
3.3.23	Provision of 01 no Container along with Air Conditioner & Office accessories, suitable for Office Work for onsite Navy / MDL Executives nearby DD. (Payments will be as per actual usage)	15	Days		
3.3.24	Provision of Container / storage space suitable for Material Storage nearby DD (Payments will be as per actual usage)	15	Days		
3.3.25	Provision of Dedicated Toilets & Urinals arrangement nearby DD (in hygiene condition with cleaning on daily basis)	15	Days		
3.3.26	Removal of Galley Refuse. (Payments will be as per actual usage)	15	Days		
3.3.27	Provision of Fire/Security watch per day (To provide 24 Hrs fire security watch by deploying minimum 4 firemen, 8 fire sentries & 2 supervisor). (Payments will be as per actual usage)	15	Days		
3.3.28	Replacement of various types of anodes (Type: MK I, MK II, MK III, MK V, MK VI & MK VII) for Sea Tubes, Sea Chest, Bilge Keel, Rudder, Stabilizer Fins, Bilges, Ballast Tanks etc. (Anodes will be supplied by MDL). (Payments will be as per actual usage)	80	Nos		
3.3.29	Removal, cleaning, painting and installation of grating for Sea Chest and Sea Tubes including diaphragm plate, weed cleaning manifold pipe. (Payments will be as per actual usage)	24	Nos		
3.3.30	Tank cleaning by mechanical means and oiling of tanks (Approx. area 6000 Sq. Mtr. / 26 no of Tanks): Removal of left out fuel / sludge from the tanks	26	Nos		



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Two Bid GEM-tender for Hiring of Dry Dock along with yard services for GRDD of Y-12652-INS Udaygiri

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**Add. Service Level Agreement (ASLA)**

	followed by inspection / application of OM 750 in FO, LO, Drain and Sludge Tanks of P17A Ships. Consumables if any are in HSL scope. (Payments will be as per actual usage)				
3.3.31	Cleaning and polishing of Propeller Hub & Blades. (Payments will be as per actual usage)	02	Nos		
3.3.32	Cleaning and flushing of Chilled Water System (CWS): Cleaning and flushing Consisting of approx. 900 meter of chilled water pipe of size ranging from 25NB to 150 NB in situ (without removing the pipes), 34 HES, 30 ATUs, 11 FCUs, 06 AC Plant Condensers. Consumables if any are in HSL scope. (Payments will be as per actual usage)	01	AU		
3.3.33	Cleaning and flushing of Sea Water System Engine Coolers as per IN Standard. (Payments will be as per actual usage)	20	Nos		
3.3.34	Services for supply of de-humidified cool air through portable / flexible ducts on board ships (using mobile air cooling unit with air cooled plant). Flexible Duct size 150-200 mm with flow rate 450-500 m <sup>3</sup> per hour with 45-60 % humidity. (No of flexible ducts 36 x No of days 15). (Payments will be as per actual usage)	540	Nos		
3.3.35	Services for supply fume extractors through portable / flexible ducts on board ships. The suction at the entry side of the fume extractors shall be min 4000 Cubic Meter per Hour (CMH). (No of fume extractors 06 x No of days 15). (Payments will be as per actual usage)	90	Nos		
3.3.36	Services for supply and arrangement (including loading, unloading & securing onboard) of Solid Ballast in the form of plates. (Payments will be as per actual usage)	170	Tons		
3.3.37	Repairing of underwater hull valves (Valve Size 80 Nb to 350 Nb) (Payments will be as per actual usage)	20	Nos		
3.3.38	LP / HP Jet washing with FW of underwater hull including all hull appendages, Sea Tube & Sea Chest, Rudders & Stabiliser fins. (Payments will be as per actual usage)	3330	Sq Mtr.		
3.3.39	Underwater hull painting including painting repair work if any. (Payments will be as per actual usage)	3050	Sq Mtr.		
3.3.40	Superstructure and above water hull painting including painting repair work if any. (Payments will be as per actual usage)	4000	Sq Mtr.		
3.3.41	Supply of Food packets on the days of docking and undocking of ship (Including Brake Fast, Lunch & Dinner) (Payments will be as per actual usage)	1000	Nos		



MAZAGON DOCK SHIPBUILDERS LTD.  
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दो बोली बोली ई-निविदा GEM/2026/B/7513518

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**Add. Service Level Agreement (ASLA)**

3.3.42	Provision of Water Jars / bottles (20 Ltr capacity) (40 nos x 15 days) (Payments will be as per actual usage)	600	Nos		
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**Note:**

- i) Enclosure-2 is only for illustration purpose & for the purpose of indicating tax and whether **quoted / not quoted**.
- ii) Bidders shall upload the completely filled Annexure-B/ Enclosure-2 with Technical Bid.
- iii) Prices are to be quoted in the Rate sheet as per GeM format.
- iv) Bidder while quoting should consider the all costs such as labour, hike in the minimum wages, transportation, equipment, all incidental expenses, consumables etc.
- v) Quantity shown is indicative. However, Payment shall be made as per actual work done.



MAZAGON DOCK SHIPBUILDERS LTD.  
OUTSOURCING DEPARTMENT  
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**Add. Service Level Agreement (ASLA)**

Enclosure-3

**Add. Service Level Agreement (SLA) Acceptance format**

To,  
Mazagon Dock Shipbuilders Limited, Outsourcing Department.

Add. SLA CLAUSE No.	BIDDER'S REMARK ACC. / DEV.	Add. SLA CLAUSE No.	BIDDER'S REMARK ACC. / DEV.
1		2	
3		4	
5		6	
7		8	
9		10	
11		12	
13		14	
15		16	
17		18	
19		20	
21		22	
23		24	
25		26	
27		28	
29		30	
31		32	
33		34	
35		36	
37		38	
39		40	
41		42	
43		44	
45		46	

COMPANY'S NAME & ADDRESS:

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

SIGNATURE:

DATE:

NAME:

DESIGNATION:

BIDDER'S COMPANY SEAL:

**NOTE:**

- Bidders should carefully read the Terms & Conditions of the Standard Bidding Document (SBD) prior to filling up this acceptance format.
- This format should be properly filled, signed and bidder shall upload the scanned copy of the same online.
- Bidder(s) should indicate "ACC" for Accepted, "DEV" for Deviation Taken for each clause number in the above table.
- Bidder(s) to attach Separate Sheet indicating all relevant details such as Number & description of the Clause, Reasons for Deviation and Alternative suggested for any deviations taken by them.
- Clause numbers shown in the above format also includes the sub-clauses under these clauses.



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**Add. Service Level Agreement (ASLA)**

**Enclosure-4**

**General Conditions of Contract Acceptance Format**

To,  
Mazagon Dock Shipbuilders Limited

Tender Enquiry No..... Date:-.....

GCC Clause No.	Bidder's Remark
2. LANGUAGE OF CONTRACT (Applicable for Goods and Services) Unless otherwise stipulated in TEF, the contract shall be written in the Official Language or English. All correspondence and other contract documents, which the parties exchange, shall also be written/ translated accordingly in that language. For purposes of interpretation of the contract, the English documents/ translation shall prevail.	Accepted/ Deviation
3. GOVERNING LAWS AND JURISDICTION (Applicable for Goods and Services) 3.1 Governing Laws and Jurisdiction (a) This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Laws of India for the time being in force. (b) Irrespective of the place of delivery, or the place of performance or the place of payments under the contract, the contract shall be deemed to have been made at the place from which the Purchase Order/Contract/Letter of Intent has been issued. The courts of such a place shall alone have jurisdiction to decide any dispute arising out or in respect of the contract. 3.2 Changes in Laws and Regulations Unless otherwise stipulated in the contract, if after the last deadline for the bid submission (Techno-commercial), any law, regulation, ordinance, order or bye-law having the force of law is enacted, promulgated, abrogated, or changed in India (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/ or the contract Price, then such Delivery Date And / or Contract Price shall be correspondingly increased or decreased, to the extent that the contractor has thereby been affected in the performance of any of its obligations under the contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already	Accepted/ Deviation
10. COMMUNICATION AND LANGUAGE FOR DOCUMENTATION (Applicable for Goods and Services) Any letter, facsimile message, e-mail intimation or notice sent to the Bidder/Supplier/ Contractor at the last known address mentioned in the offer / order shall be deemed to be valid communication for the purpose of the order/contract. Unless stated otherwise by the purchaser, Language for communication and all documentation shall be same, which the Purchaser has used, in the tender enquiry.	Accepted/ Deviation
14. CANCELLATION OF TENDER (Applicable for Goods and Services) The Purchaser reserves the right to cancel/withdraw the tender in toto or part and or award the contract / order in full or part without assigning any reason whatsoever and without thereby incurring any liability to the affected Bidder or Bidders or any obligations to inform the affected Bidder or Bidders of the grounds for MDL action.	Accepted/ Deviation



**MAZAGON DOCK SHIPBUILDERS LTD.  
OUTSOURCING DEPARTMENT  
दो बोली बोली ई-निविदा GEM/2026/B/7513518**

**Two Bid GEM-tender for Hiring of Dry Dock along with yard services for GRDD of Y-12652-INS Udaygiri**

**NOTE: This is a Single Nominated tender. Only Single Nominated vendor is allowed to quote. Offer received from bidders other than nominated bidder will be rejected.**

**Add. Service Level Agreement (ASLA)**

<p>17. RECOVERY-ADJUSTMENT PROVISIONS (Applicable for Goods and Services)</p> <p>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.</p>	Accepted/ Deviation
<p>19 TRANSFER OF SUPPLIERS / CONTRACTOR'S RIGHTS(Applicable for Goods and Services) The Bidder / Supplier / Contractor shall not either wholly or partly sell, transfer, assign or otherwise dispose of the rights, liabilities and obligations under the contract between him and the Purchaser without prior consent of the Purchaser in writing.</p>	Accepted/ Deviation
<p>24. IMMUNITY OF GOVERNMENT OF INDIA CLAUSE (Applicable for Goods and Services) It is expressly understood and agreed by and between M/s. (Bidder / Supplier / Contractor) and Mazagon Dock Shipbuilders Limited, Dockyard Road, Mumbai – 400010 (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</p>	Accepted/ Deviation

<p>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.</p>	
<p>27 DUTY OF PERSONNEL OF SUPPLIER/CONTRACTOR (Applicable for Goods and Services) 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.</p>	Accepted/ Deviation
<p>28. DISPUTE RESOLUTION MECHANISM AND ARBITRATION (Applicable for Goods and Services) (a) Dispute resolution mechanism(DRM)</p> <p>(i) Any dispute/differences between the parties arising out of and in connection with the contract shall be settled amicably by mutual negotiations at HoS/HoD level.</p> <p>(ii) In case of non-settlement by (i) above, if at any time, before, during or after the contract period any unsettled claim, dispute or difference arose between the parties, upon or in relation to or in connection with or in any way touching or concerning this tender/agreement/order/contract, the same shall be referred to the concerned Functional Director. The Functional Director shall then nominate an Executive of the rank of General Manager whom he thinks fit and competent or a Committee of Executives who/which shall then scrutinise the claims/disputes that have been referred to the concerned functional Director and make efforts for amicable settlements by mutual discussions/negotiations.</p> <p>(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.</p> <p>(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.</p> <p>(b) Arbitration (Applicable for Goods and Services)</p> <p>Unresolved disputes/differences, if any, shall then be settled by Arbitration. The Arbitration proceedings shall be conducted at Mumbai, India, in English Language, under the Arbitration and Conciliation Act, 1996 as</p>	Accepted/ Deviation



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

29. JURISDICTION OF COURTS (Applicable for Goods and Services)

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.

Accepted/  
Deviation

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

Accepted/  
Deviation

39. CODE OF INTEGRITY IN PUBLIC PROCUREMENT

Procuring authorities (including indenter) as well as bidders, suppliers, contractors and consultants should observe the highest standard of ethics and should not indulge in the following prohibited practices, either directly or indirectly, at any stage during the procurement process or during execution of resultant contracts:

39.1 Corrupt practice

Making offers, solicitation or acceptance of bribe, rewards or gifts or any material benefit, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process or contract execution.

39.2 Fraudulent practice

Any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. This includes making false declaration or providing false information for participation in a tender process or to secure a contract or in execution of the contract.

Accepted/  
Deviation



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**39.3 Anti-competitive practice**

Any collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of The Competition Act, 2002, between two or more bidders, with or without the knowledge of MDL, that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, non-competitive levels.

**39.4 Coercive practice**

Harming or threatening to harm, persons or their property to influence their participation in the procurement process or affect the execution of a contract.

**39.5 Conflict of interest**

Participation by a bidding firm or any of its affiliates that are either involved in the consultancy contract to which this procurement is linked; or if they are part of more than one bid in the procurement; or if the bidding firm or their personnel have relationships or financial or business transactions with any official of MDL who are directly or indirectly related to tender or execution process of contract; or improper use of information obtained by the (prospective) bidder from MDL with an intent to gain unfair advantage in the procurement process or for personal gain.

**39.6 Obstructive practice**

Materially impede MDL's investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding MDL's rights of audit or access to information

Company's Name & Address:

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

Signature:

Date:

Name:

Designation:

Bidder's Company Seal



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**Enclosure-5**

**DECLARATION CERTIFICATE FOR LOCAL CONTENT**

**(Tender value Less than Rs.10 Crores)**

This declaration must form part of tender & it contains general information and serves as a declaration form for bidder. (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) 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 or tender wise strictly as per the terms of the tender.**



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(e) 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.

(f) 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**



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**Enclosure-6**

**Standard Terms & Conditions for GST Compliance:**

- I. GST as per GST Laws shall be payable extra as quoted and agreed.
- II. In case of purchases of goods/services from unregistered dealers under GST Laws, GST will be paid by MDL under reverse charge mechanism
- III. Benefits from reduction in rate of tax/ITC is required to be passed on to consumer. Where “applicable GST” has been quoted as extra, Goods and service providers (except unregistered dealers under GST Law) have to submit declaration that they have complied with ‘Anti- profiteering clause’ under GST Law. Such declaration be given in technical bid.
- IV. If the vendor is registered under GST, vendor shall mention the HSN code for goods &/or services in their tax invoice, etc. These codes must be in accordance with GST Laws and responsibility of specifying correct HSN codes for goods &/or services is that of the vendor. MDL shall not be responsible for any error in HSN code for goods &/or services specified by supplier / contractor. Supplier /Contractor shall pay penalty and/or interest imposed on MDL or any loss due to delay in availing ITC by MDL or any loss of ITC to MDL due to errors by vendors at any stage.MDL reserves right to recover any such interest, penalty or loss from any amount due to Supplier /Contractor or otherwise.
- V. In case, MDL is unable to avail ITC, supplier/contractor at their own cost shall rectify the shortcoming in the returns to be filed immediately thereafter. Further, if the ITC is delayed / denied to MDL / reversed subsequently as per GST Laws due to non / delayed receipt of goods and / or services and / or tax invoice or expiry of timelines prescribed in GST Laws for availing ITC, non-payment of taxes or non-filing of returns or any other reason not attributable to MDL, Supplier /Contractor shall pay any loss of amount along with interest and penalty on MDL under GST Laws for the number of days the ITC was delayed. If the short coming is not rectified by supplier/contractor and MDL ends up in reversal of credits and / or payments, supplier /contractor is fully liable for making good all the loss incurred by MDL.MDL reserves right to recover any interest, penalty or loss from any amount due to Supplier /Contractor or otherwise.
- VI. If the vendor is registered under GST, the GST registration number (15 digit GSTIN) issued by GOI shall be mandatorily provided by the vendor. Vendor having multiple business verticals within state / at multiple states with separate GST registration numbers shall forward GSTIN of only that vertical which is involved in supply of goods and/or services. MDL GSTIN is 27AAACM8029J1ZA and vendor shall mention the same while invoicing and avoid any data entry error on GST portal.
- VII. If the vendor is registered under GST, Vendor shall ensure timely submission of invoice as per the provisions / requirement / timeline promulgated by GOI in relation to GST Law with all required supporting documents to enable MDL to avail input tax credit promptly. The vendors invoice inter alia should contain GSTIN of vendor, GSTIN of MDL (i.e. 27AAACM8029J1ZA), GST tax rate separately, HSN code wise goods or services, place of supply, signature of vendor, etc. Original invoice needs to be submitted to Bill Receipt Centre at MDL gate, and a copy of the invoice should be given to the goods receiving section(GRS). VIII. If the vendor is registered under GST, vendor shall file all applicable returns under GST Laws in the stipulated time & any losses of tax credit to MDL arising due to delay in filing will be recovered from their invoice wherever MDL is eligible to avail tax credit. Any default towards payment of tax and / or uploading of monthly returns by supplier/contractor, MDL retains right to withhold payments towards tax portion until the same is corrected & complied by the supplier/contractor with the requirement of GST along with satisfactory evidence.
- IX. 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 (i.e.Basic+P&F+F&I) quoted in the Rate Sheet should exclude Taxes & Duties. Bidder should indicate GST 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. The GST will be applicable on total basic rate of each item (i.e. Basic + P&F + F&I).



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**Enclosure-7**

**Declaration by bidder for RESTRICTIONS UNDER RULE 144(XI) OF GENERAL FINANCIAL RULES GFRS, (2017) AS PER DIRECTIVES F NO. DPE/7(4)/2017FIN DTD 24.02.2023 & ORDER NO F.7/10/2021-PPD (1) DTD 23.02.2023**

(On bidder's Letter Head)

1. I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that our Firm M/s..... is not from such a country and does not have any specified Transfer of Technology (TOT) from such a country or, if from such a country or if having specified TOT from such a country has been registered with the Competent Authority.
2. I hereby certify that our Firm M/s..... fulfills all requirements in this regard and is eligible to be considered for procurement on GeM. [Where applicable, evidence of valid registration by the Competent Authority shall be attached along with this declaration as per the case]

Note – The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. MDL reserves the right to consider placement of Order / Contract or reject any or all tenders/Orders without assigning any reason.

COMPANY'S NAME & ADDRESS:

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

SIGNATURE:

DATE:

NAME:

DESIGNATION:

BIDDER'S COMPANY SEAL:



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**Enclosure -8**

**INTEGRITY PACT**

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

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

**PREAMBLE**

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

**Section 1 - Commitments of the Principal/Buyer:**

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

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



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(1)	The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
a)	The Bidder(s)/Contractor(s) will not, directly or through any other persons or firm, offer promise or give to any of the Principal/Buyer's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage or any kind whatsoever during the tender process or during the execution of the contract.
b)	The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal.  This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
c)	The Bidder(s)/Contractor(s) will not commit any offence under the relevant Anti-Corruption Laws of India; further the Bidder(s)/Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to other, any information or document provided by the Principal/Buyer as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
d)	The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. All payments made to the Indian Agent/representative have to be in Indian Rupees only. Further details as mentioned in the "Guidelines of Indian Agents of Foreign suppliers" shall be disclosed by the Bidders(s)/Contractor(s). Copy of the "Guidelines on Indian Agents of Foreign Suppliers" as annexed and marked as Annexure-A.
e)	The Bidder(s)/Contractor(s) will when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
f)	The Bidder (s)/Contractor(s), their agents, representatives shall not do such things so as to interfere with the procedures laid down in the Principal/Buyer's tender containing the General Conditions of Contract (GCC) 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.



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|-----|---|
| (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 |
|-----|--|



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



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**Add. Service Level Agreement (ASLA)**

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

**Section 5 - Previous Transgression:**

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

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



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(1)	The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this integrity Pact, and to submit it to the Principal before contract signing.
(2)	The Principal/Buyer will enter into agreements with identical conditions as this one with all bidders, contractors and subcontractors.
(3)	The Principal/Buyer will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

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

(1)	If the Principal/Buyer obtains knowledge of conduct of a Bidder, Contractor or subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or subcontractor which constitutes corruption or if the Principal has substantive suspicion in this regard, the Principal/Buyer will inform the same to the Chief Vigilance Officer, MDL.
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**Section 8 - Independent External Monitor/Monitors:**

(1)	The Principal/Buyer appoints competent and credible independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively whether and to what extent the parties comply with the obligations under this agreement.
(2)	The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairman & Managing Director of the Principal/Buyer.
(3)	The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all project documentation of the Principal/Buyer including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality
(4)	The Principal/Buyer will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations, between the Principal/Buyer and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
(5)	As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal/Buyer and request the Management to discontinue or take corrective action, or to take other relevant action. The Monitor can



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	in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. However, the Monitor shall give an opportunity to the Bidder(s)/Contractor(s) to present its case before making its recommendation to the Principal/Buyer.
(6)	The Monitor will submit a written report to the Chairman & Managing Director of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the Principal/Buyer and, should the occasion arise, submit proposals for correcting problematic situations.
(7)	Monitor shall be entitle to compensation on the same terms as being extended to / provided to Independent Directors on the Board of Principal/Buyer.
(8)	If the Monitor has reported to the Chairman & Managing Director of the Principal, a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India and the Chairman & Managing Director of the Principal/Buyer has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
(9)	The word 'Monitor' would include both singular and plural.

**Section 9 - Pact Duration:**

	<p>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.</p> <p>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 &amp; Managing Director of the Principal/Buyer.</p>
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**Section 10 - Other provisions:**

(1)	This agreement is subject to Indian Law, place of performance and jurisdiction is the Registered Office of the Principal/Buyer, i.e. Mumbai (For MDL). The Arbitration clauses provided in the main tender document/ contract shall not be applicable for any issue/dispute arising under this Integrity pact.
(2)	Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.



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(3)	If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
(4)	Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

**Section 11 – Fall Clause: #**

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

For & on behalf of

MAZAGON DOCKSHIPBUILDERS LIMITED

(OFFICE SEAL)

Place\_\_\_\_\_

Date\_\_\_\_\_

Witness 1:

(Name & Address)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

For & on behalf of

Bidder/Contractor

(OFFICE SEAL)

Witness 2:

(Name & Address)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



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### **GUIDELINES FOR INDIAN AGENTS OF FOREIGN SUPPLIERS**

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

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

2.1	Tenderers of Foreign nationality shall furnish the following details in their offer:	
	2.1.1	The name and address of the agents/representatives in India, if any and the extent of authorization and authority given to commit the Principals. In case the agent/representative be a foreign Company, it shall be confirmed whether it is real substantial Company and details of the same shall be furnished.
	2.1.2	The amount of commission/remuneration included in the quoted price(s) for such agents/representatives in India
	2.1.3	Confirmation of the Tenderer that the commission/ remuneration if any, payable to his agents/ representatives in India, may be paid by MDL in Indian Rupees only.
2.2	Tenderers of Indian Nationality shall furnish the following details in their offers:	
	2.2.1	The name and address of the foreign principals indicating their nationality as well as their status, i.e, whether manufacturer or agents of manufacturer holding the



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		Letter of Authority of the Principal specifically authorizing the agent to make an offer in India in response to tender either directly or through the agents/representatives.
	2.2.2	The amount of commission/remuneration included in the price (s) quoted by the Tenderer for himself.
	2.2.3	Confirmation of the foreign principals of the Tenderer that the commission / remuneration, if any, reserved for the Tenderer in the quoted price (s), may be paid by MDL in India in equivalent Indian Rupees on satisfactory completion of the Project or supplies of Stores and Spares in case of operation items
2.3		In either case, in the event of contract materializing, the terms of payment will provide for payment of the commission /remuneration, if any payable to the agents/representatives in India in Indian Rupees on expiry of 90 days after the discharge of the obligations under the contract.
2.4		Failure to furnish correct and detailed information as called for in paragraph-2.0 above will render the concerned tender liable to rejection or in the event of a contract materializing, the same liable to termination by MDL. Besides this there would be a penalty of banning business dealings with MDL or damage or payment of a named sum.



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### **GUIDELINES ON BANNING OF BUSINESS DEALINGS CONTENTS**

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1.	Introduction
2.	Scope
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5.	Suspension of Business Dealings
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7.	Banning of Business Dealings
8.	Removal from List of Approved Agencies-Suppliers/ Contractors etc.
9.	Procedure for issuing Show-cause Notice
10.	Appeal against the Decision of the Competent Authority
11.	Review of the Decision by the Competent Authority
12.	Circulation of the names of Agencies with whom Business Dealings have been banned

#### **1. Introduction**

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



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## 2. Scope

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

## 3. Definitions

In these Guidelines, unless the context otherwise requires:

i)	'Bidder / Contractor / Supplier / Purchaser / Customer' shall mean and include a public limited company or a private limited company, a firm whether registered or not, an individual, a cooperative society or an association or a group of persons engaged in any commerce, trade, industry, etc. 'Bidder / Contractor / Supplier / Purchaser / Customer' in the context of these guidelines is indicated as 'Agency'.	
ii)	'Inter-connected Agency' shall mean two or more companies having any of the following features:	
	a)	If one is a subsidiary of the other.
	b)	If the Director(s), Partner(s), Manager(s) or Representative(s) are common;
	c)	If management is common;
	d)	If one owns or controls the other in any manner;



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iii)	'Competent Authority' and 'Appellate Authority' shall mean the following:	
	a)	Functional Director shall be the 'Competent Authority' for the purpose of these guidelines. CMD, MDL shall be the 'Appellate Authority'.
	b)	CMD, MDL shall have overall power to take suo-moto action on any information available or received by him and pass such order(s) as he may think appropriate, including modifying the order(s) passed by any authority under these guidelines.
iv)	'Investigating Department' shall mean any Department or Unit investigating into the conduct of the Agency and shall include the Vigilance Department, Central Bureau of Investigation, the State Police or any other department set up by the Central or State Government having powers to investigate.	
v)	'List of approved Agencies – 'Bidder / Contractors / Suppliers / Purchasers / Customers shall mean and include list of approved / registered Agencies - 'Bidder / Contractors / Suppliers / Purchasers / Customers, etc.	

#### 4. Initiation of Banning / Suspension

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

5.1	If the conduct of any Agency dealing with MDL is under investigation by any department, the Competent Authority may consider whether the allegations under investigation are of a serious nature and whether pending investigation, it would be advisable to continue business dealing with the Agency. If the Competent Authority, after consideration of the matter including the recommendation of the Investigating Department, if any, decides that it would not be in the interest to continue business dealings pending investigation, it may suspend business dealings with the Agency. The order to this effect may indicate a brief of the charges under investigation. If it is decided that inter-connected Agencies would also come within the ambit of the order of suspension, the same should be specifically stated in the order. The order of suspension would operate for a period not more than six months and may be communicated to the Agency as also to the Investigating Department. The Investigating Department may ensure that their investigation is completed and whole process of final order is over within such period.
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5.2	The order of suspension shall be communicated to all Commercial Departmental Heads. During the period of suspension, no business dealing may be held with the Agency.
5.3	As far as possible, the existing contract(s) with the Agency may continue unless the Competent Authority, having regard to the circumstances of the case, decides otherwise.
5.4	If the gravity of the misconduct under investigation is very serious and it would not be in the interest of MDL, as a whole, to deal with such an Agency pending investigation, the Competent Authority may order suspension of business dealing with Agency and send his recommendation to Chief Vigilance Officer (CVO), MDL along with the material available, copy of which may be issued to the Agency concerned with intimation to CVO MDL. Such an order would operate for a period of six months from the date of issue.
5.5	If the Agency concerned asks for detailed reasons of suspension, the Agency may be informed that its conduct is under investigation. It is not necessary to enter into correspondence or argument with the Agency at this stage.
5.6	It is not necessary to give any show-cause notice or personal hearing to the Agency before issuing the order of suspension. However, if investigations are not complete in six months' time, the Competent Authority may extend the period of suspension by another three months, during which period the investigations must be completed.

**6. Ground on which Banning of Business Dealings can be initiated**

6.1	If the security consideration, including questions of loyalty of the Agency to the State, so warrants;
6.2	If the Director / Owner of the Agency, proprietor or partner of the firm, is convicted by a Court of Law for offences involving moral turpitude in relation to its business dealings with the Government or any other public sector enterprises or MDL, during the last five years;
6.3	If there is strong justification for believing that the Directors, Proprietors, Partners, owner of the Agency have been guilty of malpractices such as bribery, corruption, fraud, substitution of tenders, interpolations, etc;
6.4	If the Agency continuously refuses to return / refund the dues of MDL without showing adequate reason and this is not due to any reasonable dispute which would attract proceedings in arbitration or Court of Law;
6.5	If the Agency employs a public servant dismissed / removed or employs a person convicted for an offence involving corruption or abetment of such offence;



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6.6	If business dealings with the Agency have been banned/blacklisted by Government Agencies/ Statutory bodies, DGQA, Defence Shipyards, DPSUs or with whom commercial transactions have been suspended for sufficient and justifiable reasons.
	If the Agency having same promoters/Directors /Partners as the barred/blacklisted Company as at 6.6 above for the duration for which the barring/ blacklisting of sister concern persists.
6.7	If the Agency has resorted to Corrupt, fraudulent practices including misrepresentation of facts;  If the agency who had fraudulently dealt with the Company for pecuniary gains or had connived with dealing officers for mutual benefit.
6.8	If the Agency uses intimidation / threatening or brings undue outside pressure on the MDL or its official in acceptance / performances of the job under the contract;
6.9	If the Agency indulges in repeated and / or deliberate use of delay tactics in complying with contractual stipulations;
6.10	Wilful indulgence by the Agency in supplying sub-standard material irrespective of whether pre-dispatch inspection was carried out by MDL or not;
6.11	Based on the findings of the investigation report of CBI / Police against the Agency for malafide / unlawful acts or improper conduct on his part in matters relating to the MDL or even otherwise;
6.12	Established litigant nature of the Agency to derive undue benefit;
6.13	Continued poor performance of the Agency in several contracts;
6.14	If the Agency misuses the premises or facilities of the MDL, forcefully occupies, tampers or damages the Company's properties including land, water resources, forests / trees, etc.  If the Agency who knowingly collude to defeat competition with the aim of deriving undeserved profit or gain from doing business with MDL.  (Note: The examples given above are only illustrative and not exhaustive. The Competent Authority may decide to ban business dealing for any good and sufficient reason).



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### 7. Banning of Business Dealings

7.1	Decision to ban business dealings with any Agency would apply throughout the Company.
7.2	There will be a Standing Committee to be appointed by the CMD which may include HOD of respective Commercial Section/Capital Works/OTS, HOD (M), rep of Legal Dept. and OIC (SR&R) for processing the cases of "Banning of Business Dealings". The functions of the committee shall, inter-alia include:
	i) To study the report of the Investigating Agency and decide if a prima-facie case for banning exists, if not, send back the case to the Competent Authority.
	ii) To recommend for issue of show-cause notice to the Agency by the concerned department
	iii) To examine the reply to show-cause notice and call the Agency for personal hearing, if required.
	iv) To submit final recommendation to the Competent Authority for banning or otherwise.
7.3	If the Competent Authority is prima-facie of view that action for banning business dealings with the Agency is called for, a show-cause notice may be issued to the Agency as per paragraph 9.1 and an enquiry held accordingly.

### 8. Removal from List of Approved Agencies - Suppliers / Contractors, etc

8.1	If the Competent Authority decides that the charge against the Agency is of a minor nature, it may issue a show-cause notice as to why the name of the Agency should not be removed from the list of approved Agencies - Suppliers / Contractors, etc.
8.2	The effect of such an order would be that the Agency would not be disqualified from competing in Open Tender Enquiries but LTE may not be given to the Agency concerned.
8.3	Past performance of the Agency may be taken into account while processing for approval of the Competent Authority for awarding the contract.

### 9. Show-cause Notice

9.1	In case where the Competent Authority decides that action against an Agency is called for, a show-cause notice has to be issued to the Agency. Statement containing the imputation of misconduct or misbehavior may be appended to the show-cause notice
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MAZAGON DOCK SHIPBUILDERS LTD.  
OUTSOURCING DEPARTMENT  
दो बोली बोली ई-निविदा GEM/2026/B/7513518

Two Bid GEM-tender for Hiring of Dry Dock along with yard services for GRDD of Y-12652-INS Udaygiri

**NOTE: This is a Single Nominated tender. Only Single Nominated vendor is allowed to quote. Offer received from bidders other than nominated bidder will be rejected.**

**Add. Service Level Agreement (ASLA)**

	and the Agency should be asked to submit within 15 days a written statement in its defence.
9.2	If the Agency requests for inspection of any relevant document in possession of MDL, necessary facility for inspection of documents may be provided.
9.3	The Competent Authority may consider and pass an appropriate speaking order:
	a) For exonerating the Agency if the charges are not established;
	b) For removing the Agency from the list of approved Suppliers / Contactors, etc.
	c) For banning the business dealing with the Agency.
9.4	If it decides to ban business dealings, the period for which the ban would be operative may be mentioned. The order may also mention that the ban would extend to the interconnected Agencies of the Agency.

**10. Appeal against the Decision of the Competent Authority**

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

**11. Review of the Decision by the Competent Authority**

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

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



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**Enclosure-9**

**INDEMNITY BOND**

(On Non-Judicial stamp paper of value Rs.500/-) **After Placement of PO**

This deed of indemnity made on this \_\_\_\_\_ day of \_\_\_\_\_ by the indemnifier, M/s. \_\_\_\_\_, a company registered under the Companies Act, 1956 and having its registered office at \_\_\_\_\_ and with its branch office at \_\_\_\_\_ and its unit M/s, hereinafter referred to as "Contractor" which expression unless repugnant to the context hereof shall mean and include its successor, permitted assignees and administrator; IN FAVOUR OF M/s Mazagon Dock Shipbuilders Limited (Formerly known as Mazagon Dock Limited), the indemnified, a company within the meaning of the Companies Act, 2013 having its registered office at Dockyard Road, Mazagaon, Mumbai 400010 hereafter referred to as "MDL" which expression unless repugnant to the context hereof shall mean and include its successor, assignees and administrator

Subject:

References:

1. MDL tender no. \_\_\_\_\_ dated \_\_\_\_\_
2. Offer no. \_\_\_\_\_ dated \_\_\_\_\_
3. TNC MOM dated \_\_\_\_\_
4. Minutes of PNC Meeting held at MDL on \_\_\_\_\_
5. MDL P.O. No. \_\_\_\_\_ dated \_\_\_\_\_ WHEREAS MDL has awarded to the Contractor herein a Contract inter alia for services of \_\_\_\_\_ (hereinafter referred as contract) on terms and conditions set out in the MDL tender no. \_\_\_\_\_ dated \_\_\_\_\_ as modified vide TNC & CNC meeting dated \_\_\_\_\_, PNC meeting dated \_\_\_\_\_, M/s \_\_\_\_\_ offer ref no. \_\_\_\_\_ dated \_\_\_\_\_ and MDL P.O. no. \_\_\_\_\_ dated \_\_\_\_\_ (Purchase Order).

AND WHEREAS, the MDL has agreed for accepting an indemnity bond in lieu of the Security Deposit amounting to 5% of the value of order (i.e. 5% of Rs. /- ) which is equivalent to Rs \_\_\_\_\_ and M/s \_\_\_\_\_ has accordingly agreed for executing this bond and indemnifying MDL for any established direct loss or damage that MDL may suffer due to nonperformance or default in performance with respect to the contract for services of \_\_\_\_\_ as per the documents above referred to (Documents) and keep this indemnity bond valid till contracted delivery period plus one month claim period cited in the above referred Purchase order, in terms of the Security deposit clause of the Purchase Order and on the following conditions of this bond;

The contractor in pursuance thereof, herein execute an indemnity bond in favour of MDL, as follows:

The Contractor hereby irrevocably agree and undertake to indemnify MDL from time to time and shall forthwith on demand pay to MDL to the extent of Rs \_\_\_\_\_ (5% of order value) against any established direct loss or damage cause to or suffered by MDL by reason of breach of any terms and conditions of the said Order by Contractor.

We, the Contractor further agree that the amount demanded by MDL as such shall be final and binding on us as to the Contractor's liability to pay and the amount demanded.

We the Contractor agree that MDL 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 to MDL under this or any other contract.



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We the contractors undertake to pay MDL the amount so demanded on first demand without any demur.

We, the Contractor further agree that MDL shall be sole judge of and as to whether there has been any breach of the terms and conditions of this bond and to the extent of loss, damage, costs, charges and expenses caused or suffered by MDL.

This Indemnity Bond shall be governed by Indian laws and the Courts at Mumbai, shall have the exclusive jurisdiction

NOW THEREFORE, THIS BOND WITNESSES AS UNDER:

1. That the Contractor hereby represents and warrants as below:

a. The Contractor undertakes to comply with all the requirements of MDL Purchase order and other applicable agreed tender conditions in the Documents;

b. The Contractor undertakes to perform without any default, the covenants and terms of the above MDL Purchase order and to ensure the services \_\_\_\_\_ as per order within the delivery date duly stipulated in the P.O. or any such other dates as may be agreed to by MDL;

c. That the maximum liability under this indemnity on the Contractor would be to the tune of Rs. \_\_\_\_\_/- which is equivalent to 5% of the value of the Contract as per the Purchase order;

d. It is further agreed to herein that this indemnity bond may be retained by MDL as valid and enforceable against M/s \_\_\_\_\_ till successful completion of services by the Contractor to the satisfaction of MDL.

2 The Contractor undertakes herewith to hold MDL harmless from all the direct loss or damage that MDL may suffer due to the nonperformance wholly or partially of the Purchase Order by Contractor and to indemnify and keep indemnified MDL at rates that may be assessed by MDL or Rs. \_\_\_\_\_/- being 5% value of the total contract, whichever is less.

3 In witness whereof, the above named contractor sign this indemnity bond, on the date, month and year first mentioned above in the presence of the following witnesses:

For and Behalf of M/s \_\_\_\_\_

WITNESS:

1.

2.