



## **MAZAGON DOCK SHIPBUILDERS LIMITED**

(Formerly known as Mazagon Dock Ltd)

**CIN: U35100MH1934GOI002079**

(A Government of India Undertaking)

Dockyard Road, Mazagaon, Mumbai 400 010. INDIA

Certified – ISO 9001:2008 for Shipbuilding Division

**DIVISION: SHIP BUILDING**

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**DEPARTMENT: OUTSOURCING**

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माझगाँव डॉक शिपबिल्डर्स लिमिटेड, मुंबई द्वारा पात्र बोलीकर्ताओं से नीचे दिये गए विवरण के अनुसार दो-बोली प्रणाली (२) वाणिज्यिक नियम एवं शर्तों के साथ तकनीकी बोली (२) मुख्य बोली के अंतर्गत ई-प्रॉक्यूरमेंट पोर्टल (<http://gem.gov.in>) के माध्यम से बोलियां आमंत्रित की जाती है।

**Mazagon Dock Shipbuilders Limited invites on-line competitive bids in TWO BID SYSTEM (Part-I Techno Commercial Bid and Part-II Price Bid), from Bidder, on GEM procurement portal 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.*

**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 PORTAL for the following Scope of Work / Supplies, terms and conditions:

**1. Description of Work/Supplies/Services:** Consultancy services for design of grippers for floating dry dock of MDL at Nhava yard facility at MDL as per scope of work attached at Enclosure 21.

**2. Pre-Qualification Criteria: Clarification of Bids/Shortfall documents:**

- i. During evaluation and comparison of bids, MDL may, at its discretion, ask the bidder for clarifications on the bid. The request for clarification shall be given in writing, asking the bidder to respond by a specified date & time.
- ii. If the bidder does not comply or respond by the said date, his offer will be liable to be rejected.
- iii. Post-bid clarification at the initiative of the bidder shall not be entertained.

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Note: **MDL reserves the right to demand hard copy(s) of any of the above documents along with originals to verify / cause verification of authenticity of the same, whenever felt necessary.**

**3. Earnest Money Deposit (EMD):** Not applicable.

**4. Validity Period:** Bids / Offers shall have the validity period of 120 **Days** from the tender closing date.

**5. Online Submission of offer in Two Bid System:** Offer must be submitted in Two parts i.e. Part-I (Techno-Commercial Bid) and Part-II (Price Bid) as appearing online on the portal <https://eprocuremdl.nic.in>

**Techno-Commercial (Part-I) Bid:** Bidders shall submit/upload scanned copy of the following duly filled in, signed & stamped with company seal in online Part (I) bid: -

- i. In respect of technical requirements of the tender:
  - a. Proposed methodology and Programme for execution duly supported by equipment planning and QA procedures proposed to be adopted by the bidder to be submitted.
  - b. The firm should be of international repute having office in India.
  - c. The firm should have successfully delivered design of a Gripper for a FDD in any part of the world.
  - d. The design delivered should have been fabricated and fitted for an operational FDD.
- ii. In respect of Commercial requirements of the tender:
  - a. Bidder's Undertaking at **Enclosure-1**.
  - b. Acceptance on clauses of Additional SLA in the Prescribed Format **appearing online** stating 'Accepted' OR 'Not Accepted' as applicable for each of the clause in the format attached at **Enclosure-2**.
  - c. Acceptance on clauses of General Conditions of Contract (GCC) in the Prescribed Format appearing online stating 'Accepted' OR 'Not Accepted' as applicable for each of the clause in the format attached at **Enclosure-4**.
  - d. Deviations, if any, from Terms, Conditions & Technical requirements specified in the Tender Enquiry, GCC with reasons thereof shall be clearly indicated against the relevant clause(s) in the format attached at **Enclosure-5**.
  - e. Bidder shall submit Declaration certificate for Local Content as per **TEF Clause No. 40** and in the format attached at **Enclosure-10(A). A Sample filled up Form is appended for reference.**
  - f. Bidder shall submit Declaration in respect of restriction under Rule 144 (xi) of the General Financial Rules (GFRs), 2017 **TEF Clause No. 41** in the format attached at **Enclosure-10 (E)**.
  - g. Bidder shall submit Declaration in respect debarred under Public Procurement Policy (PPP) Make In India (MII) **TEF Clause No.40** order, in the format attached at **Enclosure-10 (F)**.
  - h. Bidder shall submit Declaration for Banned or delisted Tenderer/firms/Vendors as per **TEF Clause No.38** and in the format attached at **Enclosure-11**.
  - i. Online transfer or NEFT Receipt.
  - j. In case Bidder is registered with NSIC in the relevant category as defined in the similar work, bidder may upload scanned copy(s) of Valid Registration Certificate along with the list of items / services for which they are registered with NSIC.

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- k. Scanned copy of **GST Registration Certificate & Permanent Account Number (PAN)**.
- l. Bidder should have valid ESIC code as per ESIC act and PF code- Bidder should have valid registration with Employees Provident Fund Organization under 'EPF and Miscellaneous Provisions Act, 1952'
- m. Scanned copy of Valid Bidder's Shop & Establishment Registration Certificate or Certification of Incorporation from Registrar of Companies or registration certificate from Registrar of firms.
- n. In case of Bidder registered with Mazagon Dock Shipbuilders Limited **may upload scanned copy** of Valid Registration Certificate issued by MDL, for the items/services for which the offer is being submitted.
- o. Power of Attorney, in case of a Limited or Private Limited Company or a corporation.
- p. CHECKLIST OF SUBMITTALS attached along with online Technical Bid as per format at **Enclosure-26**.
- q. Declaration in respect of Conflict of Interest among Bidders/Agents- **Enclosure-29** to be filled and submitted duly signed and stamped.
- r. Signed copy of Corrigendum if issued by MDL.
- s. Submission of blank rate sheet at **Enclosure-19** indicating quoted / not quoted against rate, GST % & HSN Code.

#### **Notes:**

- i) MDL has a right to verify / cross verification of authenticity of the scanned documents with respect to original submitted against this tender.
- ii) The bidder is requested to **ensure that all the documents asked for are submitted** and are clear, legible & duly signed (i.e. self-attested), as it would save considerable time without necessitating the need for furnishing of the documents again by them. The bidder is also requested **not to submit unnecessary documents not asked for, like signed & stamped copy of this Tender document, etc.**
- iii) Bidders are requested to ensure that only relevant documents complete in all respect as indicated in the tender should be attached with their offer. The first page of every uploaded set of scanned document shall be with an index of its contents. The evaluation of the offers will be carried out and bidders will be qualified based on the documents received along with their offer.
- iv) MDL reserves the right to seek clarification/ deficient documents from all the bidders quoted against the tender.
- v) The bidder is required to compulsorily select "ACCEPTED" or "DEVIATION" from the 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 Deviation form at **Enclosure-5**. Any deviation(s) mentioned elsewhere in the Offer/Bid, other than in the said forms, will not be considered.

**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 GEM Portal. **Offer in any other form shall not be considered.**

#### **6. Bid Rejection Criteria:**

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

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- (a) Bids received after tender closing date and time.
- (b) Bids received other than through e-portal (in case of e-tender).
- (c) Bidders who are debarred under PPP MII order 2017, GeM, CPPP including Tender holiday issued by MDL.

(ii) Following bid rejection criteria may render the bids Liable for Rejection: Non-compliance/non-acceptance to any of the terms and conditions of the tender other than following shall render the bid liable for rejection;

- (a) Equal time and opportunity for submission of deficient techno commercial documents and clarification shall be given to the bidders. Bidders are required to submit such documents / clarifications within the duration / date stipulated by MDL failing which their bids will be rejected.

### **7. Bid Evaluation Criteria:**

- a. Techno-Commercially Qualified Lowest Bidder as evaluated by GeM will be considered for the placement of order for entire tender quantity.
- b. Bidders have to quote their price, applicable taxes (viz. GST%, CESS etc.) as per rate sheet available on GeM Portal.
- c. Bidder not quoting for all the services tendered & listed in the Rate Sheet are liable for rejection. Bidder has to confirm that they have quoted all the line items by filling blank rate sheet.

### **8. Parallel Contract: Not applicable.**

### **9. Pricing:**

- a. The bidder shall quote the prices of all items and detailed scope of work.
- b. While quoting Bidder should also indicate GST%, CESS (wherever applicable) as per GEM RATE SHEET. The prices quoted shall remain firm and fixed during the tenure of the contract.
- c. Bidders should consider all cost such as labor, salaries to be paid as per minimum wages law, transportation, FUEL, all incidental expenses etc. for entire scope of work.
- d. 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.
- e. Bidders have to quote strictly as per the rate sheet available on GEM with respect to scope specified in the tender.
- f. 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.

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

**11. Completion Period:** The Completion period for entire work shall be 02 (Two) MONTHS from date of placement of order and acceptance by Consultant.

**12. Mobilization:** Not applicable.

### **13. TAXES & DUTIES:**

- 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 are required to be passed on to consumer. Where "applicable GST" has been quoted as extra, Goods and

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service providers (except un-registered 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 SAC for 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 SAC for services is that of the vendor. MDL shall not be responsible for any error in HSN code for goods &/or SAC for services specified by supplier / consultant. Supplier /Consultant 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 /Consultant or otherwise.
- v. In case, MDL is unable to avail ITC, supplier/consultant 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 /Consultant 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/consultant and MDL ends up in reversal of credits and / or payments, supplier /consultant 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 /Consultant 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/consultant, MDL retains right to withhold payments towards tax portion until the same is corrected & complied by the supplier/consultant 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 unless otherwise stated in tender. 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

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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).

- x. Bidder(s) will not be entitled to any increase in rate of taxes occurring during the period of extended delivery schedule, if there is delay in supply / completion attributed to him. However, if there is a decrease in taxes, the same must be passed on to MDL.
- xi. Wherever all-inclusive prices are quoted by the Bidder(s) without bifurcation of tax elements, no Price Variation can be considered in respect of any variations in statutory levies arising subsequently because of the absence of the required base figures in the purchase order / contract.
- xii. Taxes and other levies shall be deducted at source, wherever applicable, from the invoices of the Consultant/Bidder as per statutes.
- xiii. Any increase/decrease in taxes, duties & levies or introduction of new taxes due to change in the legislation shall be subject to adjustment During currency of the original contract period.

**14. Terms of Payment:** - MDL payment will be done as per the payment schedule stated in SOW&TOR as under:

- i. The payment for work done after reducing any deductibles and/or the amount leviable towards liquidated damages, if any and after including statutory taxes, duties and levies as applicable will be made through RTGS/NEFT/ECS as per the actual quantities of the work executed by way of running account invoices per item basis (R. A.) Preferably as on monthly basis.
- ii. The invoices must be submitted in four copies (**1-Original + 3 copies**) along with the joint measurements taken at site duly approved by the designated representatives of the Technical Services department.
- iii. The payment against invoices will be made within 15 days of its receipt in MDL provided submission of invoice in totality along with all the necessary documents as under:
  - a. Invoice Certification as per **Enclosure-24**,
  - b. Joint Measurement sheets duly signed & stamped by MDL,
  - c. Soft copy of Joint Measurement sheets
  - d. SAP generated work completion certificate indicating deduction if any duly signed & stamped by MDL
  - e. Copy(s) of invoices of materials,
  - f. Vendor's self-Declaration (Refer **Clause 20.1.viii**) wherever applicable,
  - g. Certification of Disposal of Scrap/ Debris as per **Enclosure-28**
- iv. Before submission of the final bill, the Consultant should sign and submit the following:
  - a. Actual Local Content Certificate as per **Enclosure-10 (C)**
  - b. A "No Claim Certificate" indicating that he has no claim against the company under the contract except as included in the final bill.
  - c. Taking over certificate issued by Engineer In charge, MDL

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- v. On request from Consultant, ad-hoc payments of not less than 75 % of eligible running account bill/due stage payment, shall be made within 10 working days of the submission of complete bill along with all applicable documents. The remaining payment is also to be made after final checking of the bill within 28 working days of submission of complete bill along with all applicable documents by the consultant.
- vi. For Items where Basic Rates of Items are specified in The Contract:
- a. The Consultant must necessarily submit copy(s) of challan and invoice of all such materials used in the works immediately on receipt of the materials in MDL. In case, the basic rate of the material procured is less than that indicated against the respective item, the difference in the amount of basic rate of the material procured and the Basic Price indicated in the respective item in the Contract shall be deducted from the invoices.
  - b. In case, MDL specifically desires to adopt certain material in lieu of the material mentioned in the item in Bill of Quantities wherein the basic rate is indicated, the difference in the amount of basic rate of the material to be procured and the Basic Price indicated in the respective item in the Contract shall be paid extra over and above the quoted/ negotiated price of the item provided that MDL conveys it in writing before execution of said item. In such cases, the Consultant must necessarily submit copy(s) of challan and invoice of all such materials used in the works immediately on receipt of the materials in MDL.
- vii.**Electronic Invoicing System (EIS):** In any preceding financial year from 2017-18 onwards Consultant whose turnover is more than **₹ 5 Crores** on award of Purchase order, need to issue E invoice to MDL, which has an Invoice Registration Number (IRN) and a Quick Response (QR) code. An invoice without an IRN and QR code will be treated as an invalid invoice and MDL will not be entitled for Input Tax Credit (ITC)/ GST on a vendor Invoice which is not compliant with the above invoice notification.
- viii.**Vendor's self-declaration:** Wherever GST is applicable, payment will be released against **e-Invoice** (refer **TEF Clause No. 20.1.vii**) or Invoice accompanied with **Vendor's self-declaration** stating 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 the e-Invoicing provisions under GST Act, as our aggregate turnover in any preceding financial year from 2017-18 onwards has not exceeded ₹ 5 Crore as per GST Act**"
- ix.**Alternate MSME vendor payment through TReDS:**  
In order to address the financial needs of MSME firms, GoI 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.

MDL is registered on the "Invoicemart" TReDS platform and M1xchange of M/s Mynd Solutions Pvt. Ltd. Further, MDL has entered into an agreement

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with M/s.Receivables Exchange of Indica Limited (RXIL) for registration on TreDs platform. As a special gesture, all the above three discounting platforms i.e M/s.RXIL, Invoice Mart and M1Exchange have offered waiver of registration / on boarding fees to MDL Vendors

MSME bidders desirous to receive payments through TReDS platform may avail the facility if they are already registered on

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](mailto:service@invoicemart.com).

2. "M1xchange" TReDS platform or by registering on it.

Contact details at "M1xchange" TReDS platform are as below:

+91 9920455374 Ms. Ashwathi Jayandran

email id [ashwathi.jayandran@m1xchange.com](mailto:ashwathi.jayandran@m1xchange.com)

+91 8839915724 Ms. Prinyaka Shah Email

id [prinyaka.shah@m1xchange.com](mailto:prinyaka.shah@m1xchange.com)

**15. Site Visit for Quoting:** Prior to submission of your quotation, for any technical clarification if required bidders may contact Mr. Y. Mahani, DGM(SD&D), MDL on Telephone No 2376 3214, mail id: [ymahani@mazdock.com](mailto:ymahani@mazdock.com).

**16. 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.

### **17. CONTRACT PERFORMANCE GUARANTEE:**

- i. Within 25 days after placement of order, the Consultant shall submit "PERFORMANCE BANK GUARANTEE" as per MDL format at **Enclosure-16** for 10% of contract value excluding taxes valid till 60 days beyond the stipulated Defect Liability Period of One year from actual completion of entire work.
- ii. In case of increase in the Contract Value during execution of work: -
  - i. In case of Contract value increases more than 10% during execution of the work, within 25 days after issue of Amendment of Purchase order, the consultant shall submit the additional "PERFORMANCE BANK GUARANTEE" of 10% of additional contract value excluding taxes valid till 60 days beyond the stipulated Defect Liability Period of One year from actual completion of entire work.
  - ii. No additional Bank Guarantee for amended value upto 10% of Original Order Value is required
- iii. The Bank Guarantee shall be submitted by the bidders preferably in E-BG mode or through SWIFT drawn in favour of MAZAGON DOCK SHIPBUILDERS LIMITED, MUMBAI. The Bank Guarantee shall be only from the list of Banks issued by a Scheduled Commercial (i.e. Indian or Foreign Banks included in the Second Schedule of Reserve Bank of India Act, 1934 excluding Co-operative banks or Regional Rural Banks). The Issuing Bank Notified vide OM No.F.9/4/2020-PPD issued by Department of Expenditure dated 30.12.2021 should also state the name and designation of the next Higher Authority of the Officials who have issued the Bank Guarantee. Crossed DD / Pay Order issued by Co-operative banks however may be considered to be accepted and the bid would be considered accordingly.
- iv. The Bank Guarantee shall be from banks as per list approved by SBI Bank published on MDL website



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Bank Guarantee from banks not mentioned in the aforesaid approved list shall NOT be accepted.

- v. Rolling Bank Guarantee towards Performance Security can be submitted with the validity period of at least One year with a claim period of three months within which the same to be extended by the consultant for further period by Amendment.
- vi. In case of non-submission of PBG within 25 days of Placement of Purchase Order, there is likelihood of cancellation of the order.
- vii. In case of delays in submission of the Performance Bank Guarantee, the amount towards the Bank Guarantees shall be retained from the subsequent Invoice. The same shall be returned to the Consultant, without interest, on submission of the Bank Guarantee and receipt of confirmation from the bank. In such case, MDL reserves the right to charge Interest @ SBAR+2% from the firm for such period of delays.
- viii. The Performance Bank Guarantee will be returned only after expiry of the 60 Days beyond the stipulated Defect Liability Period of One years from actual completion of entire work, provided there are no pending defects for rectification, already notified to the consultant. However, in cases where rectification of defects notified are not likely to be completed by the Consultant before expiry of the DLP, the Consultant will have to extend the Performance Bank Guarantee suitably or as requested by MDL.
- ix. The BG's should contain the following:
  - iii. The name, designation and code number of the Bank officer(s) signing the Guarantee.
  - iv. The address and other details (including telephone No.) of the controlling officer of the Bank issuing the BG.
- x. In case the validity of the Bank Guarantee is on the verge of expiry and the same is not the extended /not renewed by the consultant as per order terms, MDL reserves the right to forfeit the same.
- xi. Alternatively, bidder can submit the Performance security in the form of ISB (Insurance Surety Bond) issued by an Indian Insurance company as defined in Section 2(7A) of the Insurance Act, 1938 and the Insurer should also be registered under the Insurance Act,1938 to transact the business of general insurance and also registered with the IRDAI. The bond shall be irrevocable and unconditional. The Format for the ISB for Performance Security is attached at Enclosure-31.

#### **18. Progress Report:**

- i. Daily progress report, Monthly progress report, Photographs (Camera shall be used as per MDL rules & regulations) shall be prepared by the Consultant and submitted to the MDL in two copies.
- ii. The Consultant shall appoint the Consultant's Representative with prior written approval from the MDL and shall give him all authority necessary to act on the Consultant's behalf under the Contract.
- iii. The Consultant shall not, without the prior consent of the MDL, revoke the appointment of the Consultant's Representative or appoint a replacement.
- iv. The Consultant's Representative shall, on behalf of the Consultant, receive instructions from the MDL.

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- v. The Consultant's Representative may delegate any powers, functions and authority to any competent person, and may at any time revoke the delegation. Any delegation or revocation shall not take effect until the Employer has received prior notice signed by the Consultant's Representative, naming the person and specifying the powers, functions and authority being delegated or revoked. The Consultant shall appoint a team of qualified persons having adequate experience in execution of such works for assisting the Consultant's Representative.
- vi. The Consultant has to co-ordinate with the other specialised agencies so working on the project so as to ensure a proper end product of the work.

### **19. Consultant's Obligation:**

Bidder shall abide by all Terms of Tender Enquiry (TEF), General Conditions of Contract (GCC) for Civil Works and respective acceptance formats are to be filled as appearing online in e-Techno-Commercial (Part-I) bid. The bidder shall also abide by the statutory requirements, Official Secret Acts 1923, Safety Code and Security Procedure, which can be downloaded from [www.mazagondock.in](http://www.mazagondock.in)- Tenders -Technical Services.

- a) The Consultant shall pay to his employees not less than the minimum wages and other statutory obligations applicable to the Engineering Industry as notified from time to time by the Central Government or the State Government whichever is higher under Minimum Wages Act.
- b) The Consultant shall be responsible for timely payment of wages of all his employees engaged in the Purchaser's Yard, not less than the prescribed minimum wages in each case and without any deductions of any kind, except as specified by Government or permissible under the Payment of Wages Act.
- c) The Consultant must settle all the pending dues of the employees i.e. arrears of wages, proportionate leave wages, proportionate bonus payment, etc.
- d) Before winding up the site, the Bidder / Consultant shall pay all terminal dues to his employees such as Notice pay, Gratuity, Retrenchment compensation, etc.

**20. Compliance to Purchase Preference to Make in India:** Declaration by Local Supplier: (i) Bidders should indicate the percentage of local content (i.e. value added in India) along with the details of location/s where the value addition is made, in their bids, item wise or tender wise. The indicated local content percentage shall decide categorization of the vendors as "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 in the enclosure-10(A).

**21. Purchase Preference to Micro and Small Enterprises(MSEs):** Not applicable.

**22. Acceptance Of Terms And Condition:** In case of improper on-line filling of Acceptance Formats for Tender Enquiry Form, General Conditions of Contract (GCC), it shall be presumed that all our tender terms & conditions are acceptable to bidder.

### **23. Fault In Design/ Delay In Execution/ Delay In Submission Of Deliverables/ Decisions:**

- i. In case of faulty design on account of oversight / slippage on the part of consultant, or an error in design, the Consultant shall be liable for damages @ 100% of total consultancy Fees excluding fees towards additional services, extended stay.
- ii. In case of delay in issuing drawing or execution of work on account of oversight / slippage on the part of consultant, either in commencing the project in time (after all the formalities are completed) or an error in drawings / specifications, etc. or any other cause attributable to Consultant, the Consultant shall be liable for penalty (not exceeding 10% of the total fee payable under the consultancy agreement) to MDL.

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iii. The total penalty on account of all the above put together shall be maximum of 100% of total fee payable under the consultancy contract. The decision of MDL in this regard shall be final and binding.

**24. Clarification of Bids/Shortfall Documents:** During evaluation and comparison of bids, MDL may, at his discretion, ask the bidder for clarifications on the bid. Reasonable & fair opportunity will be provided to all the bidders for furnishing shortfall documents. As far as possible the queries to all the bidders be forwarded on the same day with equal time for furnishing requisite information. The request for clarification shall be given in writing, asking the bidder to respond by a specified date, and if the bidder does not comply or respond by the date, his offer will be liable to be rejected. Depending on the outcome, such offers are will be ignored or considered further. No change in prices or substance of the bid will be sought, offered or permitted. No post-bid clarification at the initiative of the bidder shall be entertained. The shortfall information/documents should be sought only in case of historical documents which pre-existed at the time of the tender opening and which have not undergone change since then. The documents may be asked for with a target date.

### **25. Defect Liability Period (DLP):**

- i. The Defect Liability Period for the Consultancy Contract shall be till the end of Defect Liability Period of Works Contract.
- ii. Consultant shall have to provide their services to rectify any defects arising out due to design/ material/ workmanship observed during the defect liability period of Works Contract
- iii. Defect Notification Period is 15 days from the last date of Defect Liability period.
- iv. CLAIMS BY FIRMS: No claims by the firms will be entertained after 03 years from completion of Defect Liability Period.

### **26. Hindrance Register:**

- i. A Hindrance Register as per attached format at Enclosure-22 shall be maintained with the Designated Representative from TS Department. The Consultant shall submit schedule for completion of work and get it signed by MDL Engineer in charge of the project. The Schedule shall list out the major milestones leading to the completion of work as per final delivery date stipulated in the PO/Contract.
- ii. The Hindrance Register shall document the following aspect post placement of the PO/ Contract: -
  - i. Reasons for the delay vis-à-vis the mutually agreed schedule
  - ii. Delay in inputs (Drawings/ Documents/ Site Clearances/ Services/ Inspection Call)
  - iii. Delay by Inspection Agency/ Customer
  - iv. Delay on account of specialist services
  - v. Non-performance by the Consultant
  - vi. Delinquency by the vendor
  - vii. Force Majeure
  - viii. Any other relevant reason
- iii. All the hindrances with date of occurrence and removal are to be noted in the hindrance register. The Hindrance Register will be signed by the Designated Representatives from Technical Services Department (MDL) and the authorized Signatory from the Consultant side.
- iv. The Consultant may record their observations in the hindrance register. Any objections raised by the consultant shall be attended to and resolved without any delay.

## **ADD.SLA FOR TENDER NO. GEM/2025/B/6414903**

- v. In case the consultant has a different opinion for hindrance and a dispute arises, then the matter shall be referred to next higher authority in MDL and the decision shall be communicated to the Consultant within 15 days. The Consultant shall note that the decision of the next higher authority from MDL in case of dispute in respect of hindrances during the course of executing an order/ contract shall be final and binding on the consultant.
- vi. In case, MDL is unable to remove the hindrance immediately and if it is likely to take some time, the consultant shall be informed accordingly by the user. In such cases the consultant on MDL's approval may reduce manpower deployed on the work. The Consultant shall also note that Under no circumstances Consultant shall be paid for idle manpower.

**27. Public Grievance Cell:** - A Public Grievance Cell headed by Shri. R R Kumar, ED(EY-PRODN) 4<sup>th</sup> Floor, D2 Building, East Yard, has been set up in the Company. Members of public having complaints or grievances are advised to contact him on Wednesday between 10.00hours and 12.30hours in his office or send their complaints / grievances to him in writing for redressal. His Telephone No. is 2376 3512.

**28. Dispute Resolution Mechanism(DRM) And Arbitration:** Refer General Conditions of Contract Clause No. 23,24,25.

**29. Jurisdiction:** Refer General Conditions of Contract Clause No. 26.

### **30. 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 ANNEXURE -G)**

1. 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.
2. "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.
3. "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
- 4 The beneficial owner for the purpose of 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

## **ADD.SLA FOR TENDER NO. GEM/2025/B/6414903**

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;
  - 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 shareholder's agreements or voting agreements;
  - ii. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
  - iii. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
  - iv. Where no natural person is identified under (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.
- 5 An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
  - 6 The successful bidder shall not be allowed to sub-contract works to any consultant from a country which shares a land border with India unless such consultant is registered with the Competent Authority.
  - 7 The registration shall be valid at the time of submission of bid and at the time of acceptance of bid.
  - 8 If the bidder was validly registered at the time of acceptance I placement of order, registration shall not be a relevant consideration during contract execution

### **31. Breach of Obligation Clause with respect to Bid Submitted:**

In case of breach of any obligation mentioned under, the bidder shall be disqualified / debarred from the bidding process for a period of one year from the date of notification:

- Bidder has withdrawn/modified/amended /impaired/ derogated from the tender during the period of bid validity.
- Bidder fails or refuses to execute the contract upon notification of acceptance of bid by the Purchaser during the period of bid validity.

**32. Right to reject any or all bids:** MDL reserves its right to accept or reject any or all bids, abandon / cancel the tender process, and issue another tender for the same or similar Goods/Services at any time before the award of the contract. It would have no liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for such action(s).

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**33. Declaration:** The bidder / supplier / consultant declares that they being proprietors / directors / partners have not been any time individually or collectively blacklisted or banned or de-listed by any Government or quasi Government agencies or PSUs. If a bidder's entities as stated above have been blacklisted or banned or de-listed by any Government or quasi Government agencies or PSUs, this fact must be clearly stated and it may not necessarily be a cause for disqualifying him

### **34. Instructions to the Bidders:**

1. Consultants shall not engage employees of other consultants, presently working in MDL and recorded at Security Department. The consultant can engage such employees if other consultant gives no objection certificate for such engagement and cancel the name of such desirous employee from his roll and accordingly convey to the security. The consultant engaging such employee without permission is liable for penalty including termination of contract. Such penalty can also be imposed if it is observed that supervisors / workers deployed by consultants are not on their role as per statement submitted by him at Security.

2. The bidder / supplier / consultant declares that they being proprietors / directors / partners have not been any time individually or collectively blacklisted or banned or de-listed by any Government or quasi Government agencies or PSUs. If a bidder's entities as stated above have been blacklisted or banned or de-listed by any Government or quasi Government agencies or PSUs, this fact must be clearly stated and it may not necessarily be a cause for disqualifying him.

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) before bidding to avoid last minute delay. For any technical clarification, bidders are requested to contact Mr. Debjit Mondal, DM(OTS), Tel. no. 022-23763410.

5. Entry Pass for Consultants and their workmen: Bidders shall comply with the "MDL Security Procedures laid down in MDL for entry passes in respect of Consultants and their workmen" which is available in the home page of OUTSOURCING DEPT. of MDL Website [www.mazadock.in](http://www.mazadock.in)→Tenders→Shipbuilding Outsourcing → SB-OTS Notification Reference: Terms & Conditions (Available on MDL Website - [www.mazagondock.in](http://www.mazagondock.in) →Tenders →Shipbuilding→ Outsourcing (1) Official Secrets Act 1923 (Extract).

6. Bids received participation shall only be accepted. Bids submitted in any other mode will not be considered.

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

### **35. Execution of Work and Measurement:**

Request for permission for working on Saturday / Sunday / holidays if required, should be submitted 3 working days prior to the date of holiday, to Personnel department and Security through Technical Services Department.

### **36. Extra Items:**

- i. Extra items of works, if any, shall be determined supported by a rate analysis on the following basis:
  - a. Rates derived from similar items of this Contract. OR
  - b. Rates for similar items of work executed through other agencies for MDL recently. OR
  - c. Rates mutually agreed to.

## **ADD.SLA FOR TENDER NO. GEM/2025/B/6414903**

- ii. MDL reserves the right to conduct price negotiations with the Consultant for Finalisation of rates for extra items.

**37. Safety and Training:** All the workers, Engineers of the consultant shall have Safety PPE's (Personnel Protective Equipment's) like Safety Helmets, Safety Shoes, Safety Belts, Hand Gloves, and Goggles etc. Consultants shall also have provision for minimum 5 to 10 visitors PPE's. The periphery of the building shall be covered with the Green net. The consultant shall also provide Safety net and Safety Belts for height work. First Aid kit & First aid training shall be given to all key members of the Site team.

**38. Police Verification Of Consultant's Employees:**

The Consultant shall have to obtain Police Verification Report (PVR) of their Employees prior to deployment at MDL site for execution of the work. A Detailed procedure for Entry Passes for Consultant's Employees is displayed on MDL's website [www.mazagondock.in](http://www.mazagondock.in) □ Tenders □ Technical Services. In addition to this for loss of pass, bidders shall refer **Enclosure-23. BIDDERS ARE REQUESTED TO NOTE THE SAME. NO RELAXATION SHOULD BE ASKED FOR.**

**39. Banned Or De-Listed Tenderer/Firms/ Vendors:**

The Bidder / Consultant declares that they being Proprietors / Directors / Partners have not been any time individually or collectively blacklisted or banned or de-listed by any Government or quasi Government agencies or PSUs. If a Tenderer's entities as stated above have been blacklisted or banned or de-listed by any Government or quasi Government agencies or PSUs, this fact must be clearly stated in the prescribed format **online** at **Enclosure11**. Filling the information in the said format is Mandatory for every Tenderer. MDL reserves the right to ask for additional information and right to accept /reject the bid.

**40. Price Preference:**

NO PRICE PREFERENCE SHALL BE GIVEN TO ANY BIDDER IRRESPECTIVE OF THEIR STATUS.

**41. Confidentiality Of Process:** Information relating to the examination, clarification, evaluation and comparison of bids, and recommendations for the award of a contract, shall not be disclosed to bidders or any other person not officially concerned with such a process until the award to the successful bidder has been announced.

From the time of bid opening to the time of contract award, no bidder shall contact MDL on any matter related to the bid, except on request and prior written permission.

Any effort by the bidder to influence MDL in bid evaluation, bid comparison or contract award decisions will vitiate the process and will result in the rejection of the bidder's bid.

**42. Concluding The Assignment:** The contract is normally considered closed on the day after the completion date listed in the contract. Any expenditure incurred after the completion date are unlikely to be paid. It is therefore, important, under all types of assignments, for the consultant to request an extension of the completion date if it appears that additional items will need to be billed after the completion date. The consultant should submit the final claim promptly after completing the assignment. The standard consultancy contract states that the claim must be submitted within 60 (sixty) days of completion.

**43. (i)** The Consultancy Firm and or any of its affiliates, hired to provide Consultancy services for preparation or implementation of a project shall not be allowed to

## **ADD.SLA FOR TENDER NO. GEM/2025/B/6414903**

participate in the tender for the Works Tender pertaining to the Project for which the Consultancy Services are being rendered by the same firm.

(ii) Training or Transfer of Knowledge:

(a) If the assignment includes an important component of training or transfer of knowledge to MDL Executives/Staffs, the ToR shall indicate the objectives, nature, scope and goals of the training programme, including details on trainers and trainees, skilled to be transferred, timeframe and monitoring and evaluation arrangements.

(b) The cost of the training programme shall be explicitly stated in the consultant's contract.

(iii) In case of delay in submission of deliverables/reports on the part of consultant, the Consultant shall be liable for penalty @ 1% per week or part thereof on delayed submission of deliverables/ reports, subject to maximum of 10% of the total fee payable under the consultancy contract.

The decision of MDL in this regard shall be final and binding.

**44. Consultant's Actions:** The consultant shall obtain MDL's prior approval in writing before taking any of the following action:

- a) Appointing sub- consultants or the personnel who are not listed in the **Enclosure-10** of tender.
- b) Entering into a subcontract for the performance of any part of the services, it being understood that consultant shall remain fully liable for the performance of services by the sub-consultant and its personnel pursuant to this contract.
- c) All plans, drawings, specification, designs, reports, correspondence and other document prepared by the consultant in performing services shall become and remain the property of the MDL and the consultant shall, not later than termination or expiration of this contract, deliver all such documents to MDL, together with a detailed inventory thereof. The consultant shall not use these document for purposes unrelated to this contract without the prior written approval of the MDL.

**45. MDL's Review:** MDL reserves the right to review Consultant's recommendations for any activity and may ask to alter (addition/deletion) the same prior to according approval to the report. MDL also reserves the right for change of the personnel deployed by the consultant if their services are found to be unsatisfactory, upon written request giving valid reason.

**46. Proprietary Rights Of Mdl In Reports And Records:** All reports and relevant data such as maps, diagrams, plans, statistics and supporting records, calculations, materials compiled or prepared in the course of the services shall be confidential and shall be the absolute property of MDL. The firm shall deliver all these materials, data to MDL upon completion of the work and shall not use for any other purposes.

**47. Indemnification & Patent Rights:** Firm hereby indemnify, protect and defend at Firm's own expense, MDL and its employees from and against any and all direct damages and or losses and or injury arising out of any negligence and or violation by the firm in respect of drawings/ infringement of patent rights/ failure to exercise the skill and care required for performance of the assigned work by making good such damages to the property, setting right the design deficiencies, setting right the infringement of patent rights, compensating personal injury. Provided, however, ceiling on Firm's liability under this provision shall be equal to the total fees of the firm.



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**48. Confidentiality:** Except with prior written consent of MDL, the consultant and their personnel shall not at any time communicate to any person or entity, any confidential information disclosed to them for the purpose of services or disclosed by them in the course of rendering the services, nor shall the consultant or their personnel make public any information as to the recommendations formulated in the course of the services.

**49. Execution Of Work:** Request for permission for working on Saturday / Sunday / holidays if required, should be submitted 3 working days prior to the date of holiday, to Personnel department and Security through Technical Services Department.

**50. Monitoring Of Contract:**

- a. The Contractor shall record; submit to the Engineer daily, progress report for the preceding day showing up to date progress and progress during the previous day on all items of each section of the works in relation to and in consideration of the schedule. In addition, the Contractor shall submit on the second day of every fortnight, a detailed progress report giving the progress of the works during the preceding fortnight and also indicating the up to date progress of the work.
- b. The Contractor shall appoint the Contractor's Representative with prior written approval from the MDL and shall give him all authority necessary to act on the Contractor's behalf under the Contract.
- c. The Contractor shall not, without the prior consent of the MDL, revoke the appointment of the Contractor's Representative or appoint a replacement.
- d. The Contractor's Representative shall, on behalf of the Contractor, receive instructions from MDL.
- e. The Contractor's Representative may delegate any powers, functions and authority to any competent person, and may at any time revoke the delegation. Any delegation or revocation shall not take effect until the Purchaser has received prior notice signed by the Contractor's Representative, naming the person and specifying the powers, functions and authority being delegated or revoked. The Contractor shall appoint a team of qualified persons having adequate experience in execution of such works for assisting the Contractor's Representative.
- f. The Contractor has to co-ordinate with the other specialised agencies so working on the project so as to ensure a proper end product of the work.

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

Yours faithfully,  
For Mazagon Dock Shipbuilders Limited,

**GM/HOD(OTS)**

**ADD.SLA FOR TENDER NO. GEM/2025/B/6414903****List of Enclosures**

1.	Enclosure-1	-	Form of undertaking to be furnished by the bidder
2.	Enclosure-2	-	Tender Enquiry Acceptance Form
3.	Enclosure-3	-	Details Of General Construction Work – Not applicable
4.	Enclosure-4	-	General Conditions of Contract (GCC) Acceptance Form– GCC attached separately.
5.	Enclosure-5	-	Deviations from Tender Enquiry Form/ GCC
6.	Enclosure-6	-	Financial Information of Bidder – Not applicable
7.	Enclosure-7	-	Details of Existing Commitments & On-going Works- Calculation of Bid capacity. – Not applicable
8.	Enclosure-8	-	Particulars of Experience in Similar Projects
9.	Enclosure-9	-	Personnel available with the Consultant for this Project – Not applicable
10.	Enclosure- 10(A)	-	Declaration Certificate for Local Content
11.	Enclosure- 10(C)	-	Actual Local Content Certificate
12.	Enclosure- 10 (E)	-	Declaration in respect of restriction under Rule 144 (xi) of the General Financial Rules (GFRs), 2017
13.	Enclosure- 10 (F)	-	Declaration in respect of debarred under Public Procurement Policy (PPP) Make In India (MII) order 2017
14.	Enclosure-11	-	Banned or Delisted of Firm/Vendor
15.	Enclosure-12	-	MDL Bank Account Details for Online Remittance of Security Deposit/ Performance Bank Guarantee
16.	Enclosure-13	-	Integrity Pact – Not applicable
17.	Enclosure-14	-	RTGS/NEFT/ECS – Mandate Authorisation Form
18.	Enclosure-15	-	Proforma Bank Guarantee format for Bid Bond / EMD – Not applicable
19.	Enclosure-16	-	Performa for Performance Bank Guarantee – Not applicable
20.	Enclosure-17	-	Performa for Waterproofing Bank Guarantee – Not applicable
21.	Enclosure-18	-	Performa for Bank Guarantee against water leakage – Not applicable
22.	Enclosure-19	-	Blank Rate sheet
23.	Enclosure-20	-	List of Drawings – Not applicable
24.	Enclosure-21	-	Scope of Work
25.	Enclosure-22	-	Hindrance Register Format
26.	Enclosure-23	-	Loss of Pass
27.	Enclosure-24	-	Invoice Certification Format
28.	Enclosure-25	-	Extract of Official Secrets Act, 1923
29.	Enclosure-26	-	CHECKLIST OF SUBMITTALS ATTACHED ALONGWITH ONLINE TECHNICAL BID
30.	Enclosure-27	-	Address Label
31.	Enclosure-28		Certification for Disposal of Scrap/Debris
32.	Enclosure-29		Declaration in respect of Conflict of Interest among Bidders/ Agents – Not applicable.
33.	Enclosure-30	-	ISB format for Bid Bond / EMD – Not applicable

**ADD.SLA FOR TENDER NO. GEM/2025/B/6414903**

<b>34.</b>	Enclosure-31	-	ISB Format for Performance Bank Guarantee
<b>35.</b>	Statutory requirements & Safety clause	-	<a href="http://www.mazagondock.in">To be downloaded from our website www.mazagondock.in</a>
<b>36.</b>	Procedure for security passes	-	<a href="http://www.mazagondock.in">To be downloaded from our website www.mazagondock.in</a>
<b>37.</b>	ANNEXURE-A		<a href="#"><u>SAFETY INSTRUCTIONS FOR SUB-CONTRACTORS IN MDL, attached separately</u></a>
<b>38.</b>	ANNEXURE-B		<a href="#"><u>STANDARD TERMS AND CONDITION (HR) FOR STATUTORY COMPLIANCE WHILE ENGAGING SUB-CONTRACTORS/ OUTSOURCED MANPOWER AND ITS UNIT attached separately</u></a>

**ADD.SLA FOR TENDER NO. GEM/2025/B/6414903**

**Enclosure-1**

*FORM OF UNDERTAKING TO BE FURNISHED BY THE BIDDER*

(To be typed on Bidder's Letter head)

To,  
The General Manager (OTS),  
OTS-TS Section  
Mazagon Dock Shipbuilders Limited,  
Dockyard Road, Mumbai-400 010.  
Sir,

**Sub: Consultancy for design of grippers for floating dry dock of MDL at Nhava Yard Facility of MDL.**

**Ref: MDL Tender Enquiry No. GEM/2025/B/6414903**

- a) Having visited the site and having examined the General Conditions of Contract, Special Conditions of Contract, Technical Specifications and Bill of Quantities for the above named work, we offer to construct, complete and maintain the whole of the said works in conformity with the said General Conditions of Contract, Special Conditions of Contract, Technical Specifications, and Bill of Quantities for the sum stated in Bill of Quantities included in this Tender Document for such other sum as may be ascertained in accordance with the said conditions of Contract.
- b) We undertake to complete and deliver the whole of the works comprised in the Contract within the time stated in this tender.
- c) We have independently considered the amount of Liquidated damages indicated in the tender and agree that it represents a fair estimate of the loss likely to be suffered by you in the event of the work(s) not being completed in time.
- d) If our Tender is accepted, we will, when required, obtain the guarantees from a Bank (to be approved by you) to be jointly and severally bound with us for the sum named in the tender for the due performance of the Contract under the terms of a Bond to be approved by you.
- e) The Consultants All Risk Policy for the full value of the Contract valid till the completion period will be obtained by us in the joint names of Mazagon Dock Shipbuilders Limited and ourselves.
- f) We agree to abide by this Tender for the period of **180** days from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiry of this period.
- g) Unless and until a formal Agreement or Order is prepared and executed, this tender together with your written acceptance thereof, shall constitute a binding Contract between us.
- h) We understand that if our Tender-Bid is accepted, we are to be jointly and severally responsible for the due performance of the Contract.
- i) We understand that you are not bound to accept the lowest or any Tender you may receive.
- j) We undertake to comply with the Anti-profiteering provisions of GST Act 2017 and we will pass on the benefits from reduction in the rate of Tax/input Tax credit if any, to MDL and there will be no liability on MDL on account of GST/Input Tax Credit.

Dated this \_\_\_\_\_ day of \_\_\_\_\_(year)

Signature\_\_\_\_\_ in the capacity of \_\_\_\_\_

duly authorised to sign Tenders for and on behalf of\_\_\_\_\_

\_\_\_\_\_  
(IN BLOCK CAPITALS)

Witness:

Signature\_\_\_\_\_ Address of Witness\_\_\_\_\_  
Name \_\_\_\_\_ Occupation \_\_\_\_\_

**ADD.SLA FOR TENDER NO. GEM/2025/B/6414903**

**Enclosure-2**

*TENDER ENQUIRY (TEF) ACCEPTANCE FORM*

**To,  
OTS-TS SECTION  
OTS DEPARTMENT  
MAZAGON DOCK SHIPBUILDERS LIMITED**

**TENDER ENQUIRY No. GEM/2025/B/6414903**

<b>TEF CLAUSE NO.</b>	<b>TENDERER'S REMARK</b>	<b>TEF CLAUSE NO.</b>	<b>TENDERER'S REMARK</b>
	ACCEPTED/ DEVIATION		ACCEPTED/ DEVIATION
<b>1</b>		<b>26</b>	
<b>2</b>		<b>27</b>	
<b>3</b>		<b>28</b>	
<b>4</b>		<b>29</b>	
<b>5</b>		<b>30</b>	
<b>6</b>		<b>31</b>	
<b>7</b>		<b>32</b>	
<b>8</b>		<b>33</b>	
<b>9</b>		<b>34</b>	
<b>10</b>		<b>35</b>	
<b>11</b>		<b>36</b>	
<b>12</b>		<b>37</b>	
<b>13</b>		<b>38</b>	
<b>14</b>		<b>39</b>	
<b>15</b>		<b>40</b>	
<b>16</b>		<b>41</b>	
<b>17</b>		<b>42</b>	
<b>18</b>		<b>43</b>	
<b>19</b>		<b>44</b>	
<b>20</b>		<b>45</b>	
<b>21</b>		<b>46</b>	
<b>22</b>		<b>47</b>	
<b>23</b>		<b>48</b>	
<b>24</b>		<b>49</b>	
<b>25</b>		<b>50</b>	

**ADD.SLA FOR TENDER NO. GEM/2025/B/6414903**

**COMPANY'S NAME & ADDRESS :**      **SIGNATURE:**

**DATE:**

**NAME:**

**DESIGNATION:**

**TENDERER'S COMPANY**

**SEAL:**

**NOTES :**

1. Bidder(s) should carefully read the Tender Enquiry Terms & Conditions (TEF) included in the tender prior to filling up this acceptance format.
2. Bidder(s) should indicate Accepted/ Deviation Taken for each clause number in the above table.
3. 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 in the prescribed format indicated at **Enclosure-5**.
4. TEF clause numbers shown in the above format also includes the sub-clauses under these clauses. For example 4 means – clause nos. 4, 4(i), 4(ii) etc.

**ADD.SLA FOR TENDER NO. GEM/2025/B/6414903****Enclosure-4***ACCEPTANCE FORM FOR GENERAL CONDITIONS OF CONTRACT (GCC)*

**To,  
OTS-TS SECTION  
OTS DEPARTMENT  
MAZAGON DOCK SHIPBUILDERS LIMITED**

**TENDER ENQUIRY No. GEM/2025/B/6414903**

<b>GCC CLAUSE No.</b>	<b>TENDERER'S REMARK</b>	<b>GCC CLAUSE No.</b>	<b>TENDERER'S REMARK</b>
	ACCEPTED/ DEVIATION		ACCEPTED/ DEVIATION
<b>1</b>		<b>33</b>	
<b>2</b>		<b>34</b>	
<b>3</b>		<b>35</b>	
<b>4</b>		<b>36</b>	
<b>5</b>		<b>37</b>	
<b>6</b>		<b>38</b>	
<b>7</b>		<b>39</b>	
<b>8</b>		<b>40</b>	
<b>9</b>		<b>41</b>	
<b>10</b>		<b>42</b>	Not applicable
<b>11</b>		<b>43</b>	
<b>12</b>		<b>44</b>	
<b>13</b>		<b>45</b>	
<b>14</b>		<b>46</b>	
<b>15</b>		<b>47</b>	
<b>16</b>		<b>48</b>	
<b>17</b>		<b>49</b>	
<b>18</b>		<b>50</b>	
<b>19</b>		<b>51</b>	
<b>20</b>		<b>52</b>	
<b>21</b>		<b>53</b>	
<b>22</b>		<b>54</b>	
<b>23</b>		<b>55</b>	
<b>24</b>		<b>56</b>	
<b>25</b>		<b>57</b>	
<b>26</b>		<b>58</b>	
<b>27</b>		<b>59</b>	
<b>28</b>		<b>60</b>	
<b>29</b>		<b>61</b>	
<b>30</b>		<b>62</b>	Not applicable
<b>31</b>		<b>63</b>	
<b>32</b>		<b>64</b>	

**ADD.SLA FOR TENDER NO. GEM/2025/B/6414903**

**COMPANY'S NAME & ADDRESS:**

**SIGNATURE:**

**DATE:**

**NAME:**

**DESIGNATION:**

**TENDERER'S COMPANY  
SEAL:**

**NOTES:**

1. Bidder(s) should carefully read the General Conditions OF CONTRACT (GCC) of the Tender Enquiry prior to filling up this acceptance format.
2. Bidder(s) should indicate Accepted/ Deviation Taken for each clause number in the above table.
3. 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 in the prescribed format indicated at **Enclosure-5**.
4. Clause numbers shown in the above format also includes the sub-clauses under these clauses. For example, Clause no. 56 means – Clause nos. 56, 56 i), 56 a) etc.



**ADD.SLA FOR TENDER NO. GEM/2025/B/6414903**

**Enclosure-5**

**To,  
OTS-TS SECTION  
OTS DEPARTMENT  
MAZAGON DOCK SHIPBUILDERS LIMITED.**

**MDL Tender No. GEM/2025/B/6414903**

**DEVIATIONS FROM CONDITIONS OF TENDER ENQUIRY FORM/GCC/ Technical specification**

All deviations from the Conditions of Tender Enquiry Form/ GCC shall be filled in by the bidder clause by clause in this Schedule. If deviations are discussed in the covering Letter of Tender, then reference to the said letter shall be made below.

Clause No.	Contractual requirement	Deviation proposed by the Bidder	Reason for proposed deviation
(1)	(2)	(3)	(4)

The Bidder hereby certifies that the above mentioned are the only deviations from the Conditions of Contract.

SIGNATURE \_\_\_\_\_

NAME \_\_\_\_\_

DESIGNATION \_\_\_\_\_

COMPANY \_\_\_\_\_

COMPANY SEAL

DATE

\_\_\_\_\_

\_\_\_\_\_

**ADD.SLA FOR TENDER NO. GEM/2025/B/6414903**

**Enclosure-10 (A)**

**To,  
OTS-TS SECTION  
OTS DEPARTMENT  
MAZAGON DOCK SHIPBUILDERS LIMITED.**

**MDL Tender No. GEM/2025/B/6414903**

**DECLARATION CERTIFICATE FOR LOCAL CONTENT**

This declaration serves as a declaration form for the bidders. (Before completing this declaration, bidders must study the General Conditions, Definitions, Govt. Directives applicable in respect of Local Content & prescribed tender conditions). **THE BIDDER SHALL PROVIDE THIS CERTIFICATE FROM 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. GEM/2025/B/6414903  
ISSUED BY: MAZAGON DOCK SHIPBUILDERS LIMITED**

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) Order2017.

“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 value addition (Location shall be specified as name of city or district etc.)

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.**

**ADD.SLA FOR TENDER NO. GEM/2025/B/6414903**

(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 of the Bidder:**\_\_\_\_\_

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

**Seal / Stamp of Bidder**

**SIGNATURE:(TO BE SIGNED BY AUTHORISED SIGNATORY STRICTLY AS PER TEF CLAUSE NO. 40.4.i) & STAMPED-VIZ; 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).**

**ADD.SLA FOR TENDER NO. GEM/2025/B/6414903**

**Enclosure-10 (C)**

**To,  
OTS-TS SECTION  
OTS DEPARTMENT  
MAZAGON DOCK SHIPBUILDERS LIMITED.**

**MDL Tender No.** GEM/2025/B/6414903

**ACTUAL LOCAL CONTENT CERTIFICATE**

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

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

**IN RESPECT OF CONTRACT No./ PO No.  
ISSUED BY: MAZAGON DOCK SHIPBUILDERS LIMITED**

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

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

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

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

Tender Item SrNo	Declared minimum Local content at the time of bidding (%)	Achieved Local content of delivered items (%)

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

- (d) I accept that the Procurement Authority / Institution / MDL / Nodal Ministry has the right to request that the local content be verified in terms of the requirements of revised Public Procurement (preference to Make in India) Order 2017 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. I undertake to retain the relevant documents for 7 years from date of execution.

**ADD.SLA FOR TENDER NO. GEM/2025/B/6414903**

(e) I understand that the submission of incorrect data, or data that are not verifiable as described in revised Public Procurement (preference to Make in India) Order2017, may result in the Procurement Authority / Nodal Ministry / MDL imposing any or all of the remedies as provided for in Clause 9 of the Revised Public Procurement (preference to Make in India) Order 2017 dated 16.09.2020.

**SIGNATURE of the Bidder:**\_\_\_\_\_

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

**Seal / Stamp of Bidder**

**SIGNATURE:(TO BE SIGNED BY AUTHORISED SIGNATORY STRICTLY AS PER TEF CLAUSE NO. 40.5.i) & STAMPED-VIZ; 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).**

**ADD.SLA FOR TENDER NO. GEM/2025/B/6414903**

**Enclosure-10 (E)**

**To,  
OTS-TS SECTION  
OTS DEPARTMENT  
MAZAGON DOCK SHIPBUILDERS LIMITED.**

**MDL Tender No GEM/2025/B/6414903**

**Declaration in respect of restriction under Rule 144 (xi) of the General  
Financial Rules (GFRs), 2017**

*I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authorities and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authorities. I hereby certify that this bidder fulfils all requirements in this regards and is eligible to be considered. (Where applicable, evidence of valid registration by the Competent Authorities shall be attached]*

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

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

**Seal / Stamp of Bidder**

\_\_\_\_\_

**ADD.SLA FOR TENDER NO. GEM/2025/B/6414903**

**Enclosure-10 (F)**

**To,  
OTS-TS SECTION  
OTS DEPARTMENT  
MAZAGON DOCK SHIPBUILDERS LIMITED.**

**MDL Tender No. GEM/2025/B/6414903**

**Declaration in respect of debarred under Public Procurement Policy (PPP)  
Make In India (MII) order 2017, GeM, CPPP including Tender holiday issued  
by MDL.**

*I have read the **Clause No. 20** of the Tender and hereby declare that I/ we have not been debarred by any Government or quasi Government agencies or PSU's under Public Procurement Policy (PPP) Make In India (MII) order 2017, GeM and CPPP.*

*Further, I hereby declare that I/ we have not been given the Tender holiday by MDL.*

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

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

**Seal / Stamp of Bidder**

\_\_\_\_\_

**ADD.SLA FOR TENDER NO. GEM/2025/B/6414903**

**Enclosure-11**

**To,  
OTS-TS SECTION  
OTS DEPARTMENT  
MAZAGON DOCK SHIPBUILDERS LIMITED.**

**PARTICULARS OF BANNED OR DE-LISTED TENDERER/FIRM/VENDORS**

The General Manager,  
OTS Department,  
6<sup>th</sup> Floor, Service Block Bldg. NY,  
Mazagon Dock Shipbuilders Limited,  
Dock Yard Road,  
Mumbai - 400010, INDIA

Sir,

**Ref: MDL Tender No. GEM/2025/B/6414903**

With reference to Tender Enquiry, we declare the Information as below.

A. In case of Banned / Blacklisted by the client.

<b>Sl</b>	<b>Name of Government/ quasi Government agencies/or PSUs who has Banned/Black listed</b>	<b>Name of Project value which firm is Banned/ Blacklisted</b>	<b>Banned/ Black listed for the Duration</b>	<b>Reasons</b>

B. In case of penal Action Proceeding / Show cause notices initiated/issued by the Government or quasi Government agencies or PSU's including Pending in Judicial proceedings:

<b>Sl</b>	<b>Name of Client</b>	<b>Name of Project / Work</b>	<b>Status</b>

C. The bidding firm to enclose / submit all relevant documents pertaining to Sr. no. A &Sr no. B above.

Signature of Consultant:

Name and Address:

Official Seal

Place:

Date:

\_\_\_\_\_



**ADD.SLA FOR TENDER NO. GEM/2025/B/6414903**

**Enclosure-12**

**To,  
OTS-TS SECTION  
OTS DEPARTMENT  
MAZAGON DOCK SHIPBUILDERS LIMITED.**

**MDL Tender No.** GEM/2025/B/6414903

MAZAGON DOCK SHIPBUILDERS LIMITED  
DOCKYARD ROAD  
MUMBAI - 400010

---

**1. MDL'S BANK ACCOUNT DETAILS:**

NAME OF BANK A/C HOLDER	:	MAZAGON DOCK SHIPBUILDERS LTD
BANK AND BRANCH	:	STATE BANK OF INDIA, MAZAGON BRANCH, MUMBAI
BRANCH CODE	:	9054
BANK ACCOUNT NO	:	10005255246
IFSC CODE		SBIN0009054
MICR/NECS CODE		400002120
INCOME TAX PAN NO		AAACM8029J
INCOME TAX TAN NO		MUMM02076E

**ADD.SLA FOR TENDER NO. GEM/2025/B/6414903**

**Enclosure-14**

**To,  
OTS-TS SECTION  
OTS DEPARTMENT  
MAZAGON DOCK SHIPBUILDERS LIMITED.**

**MDL Tender No. GEM/2025/B/6414903**

**RTGS/NEFT/ECS – MANDATE AUTHORISATION FORM**

1.	NAME OF THE FIRM	:	
2.	CONTACT PERSON AND DESIGNATION	:	
3.	PAN NO	:	
4.	VENDOR ADDRESS	:	
5.	VENDOR'S TELEPHONE/FAX	:	
6.	E-MAIL ADDRESS	:	
7.	BANK NAME	:	
8.	BANK ADDRESS	:	
9.	ACCOUNT NUMBER	:	
10.	ACCOUNT TYPE	:	
11.	IFSC CODE	:	
12.	MICR CODE	:	
13.	GST ID NO.	:	

We hereby declare that the particulars given above are correct and complete. If the transaction is delayed for reasons of incomplete or incorrect information, we would not hold MDL responsible.

**Date**

**Vendor's Seal**

**Authorised Signature of the Vendor**

**Certified that the particulars as per Serial No. 1 & 6 to 12 are correct as per our records.**

**Date**

**Bank's Stamp**

**Authorised Signature of the Bank Officer**  
**Enclosure-16**

**ADD.SLA FOR TENDER NO. GEM/2025/B/6414903**

**To,  
OTS-TS SECTION  
OTS DEPARTMENT  
MAZAGON DOCK SHIPBUILDERS LIMITED.**

**MDL Tender No. GEM/2025/B/6414903**

**PROFORMA FOR PERFORMANCE BANK GUARANTEE**

(On Non-Judicial stamp paper of value ₹100/-)

IN CONSIDERATION OF MAZAGON DOCK SHIPBUILDERS LIMITED (formerly known as MAZAGON DOCK LIMITED, a company incorporated under the Companies Act 1956 and having its registered office at Dockyard Road, Mumbai 400010 (hereinafter referred to as the "the Company" which expression shall, unless it be repugnant or contrary to the subject or context thereof, be deemed to mean and include its successors and assigns) having placed an order on Messers ..... a partnership firm/sole proprietor business/a company registered under the Companies Act, 1956 having its office at .....(hereinafter called " the Contractor" which expression shall, unless it be repugnant or contrary to the subject or context thereof, be deemed to mean and include its successors and assigns) vide order No..... dated..... (hereinafter called "the order" which expression shall include any amendments/alterations to "the order" issued by "the Company") for the work of \_\_\_\_\_ as stated in the said Order and the Company having agreed that the Contractor shall furnish a security for the performance of the Contractor obligations and/or discharge of the Contractor liability in connection with the said order and the Company having agreed with the Contractor to accept a performance guarantee, We, ..... Bank having office at ..... (hereinafter referred to as "the Bank" which expression shall include its successors and assigns) hereby agree to pay to the Company without any demur on first demand an amount not exceeding Rs..... (Rupees.....only) against any loss or damage, costs, charges and expenses caused to or suffered by the Company by reason of non-performance and non-fulfilment or for any breach on the part of the Contractor of any of the terms and conditions of the said order.

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

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

4. We, ..... Bank further agree with the Company that the Company shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said order/or to extend time of performance by the Contractor from time to time or to postpone for any time to time any of the powers exercisable by the Company against the Contractor and to forbear to enforce any of the terms and conditions relating to the order and we shall not be relieved

**ADD.SLA FOR TENDER NO. GEM/2025/B/6414903**

from our liability by reason of any such variation or extension being granted to the Contractor or for any forbearance, act or omission on the part of the Company or any indulgence by the Company to the Contractor or by any such matter or things whatsoever which under the law relating to sureties would have the effect of relieving us.

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

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

7. Notwithstanding anything contained herein above:

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

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

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

For ..... Bank  
(by its constituted attorney)

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

**ADD.SLA FOR TENDER NO. GEM/2025/B/6414903**

**Enclosure-19**

Sl no.	Item Description	Qty	Unit	Rate (Rs) (Quoted / Not quoted)	GST (%)	HSN/ SAC	Total Amount with GST (Rs)
1.	Design of gripper <b>(Must be 35% of the total quote)</b>	1	AU				
2.	Submission of class approval <b>(Must be 15% of the total quote)</b>	1	AU				
3.	Submission of production drawing <b>(Must be 35% of the total quote)</b>	1	AU				
4.	Submission of cost estimate for fabrication of gripper <b>(Must be 15% of the total quote)</b>	1	AU				

MAZAGON DOCK SHIPBUILDERS LIMITED



MAZAGON DOCK SHIPBUILDERS LIMITED

**CONSULTANCY**  
**FOR DESIGN OF GRIPPERS FOR**  
**FLOATING DRY DOCK OF MDL**  
**AT**  
**NHAVA YARD FACILITY OF MDL**

**SCOPE OF WORK FOR THE CONSULTANT**

**DOC. NO.: SDD/PROC/FDD/GRIPPER/01**  
**DATE 12 JUN 2025**

0				
Rev	Description	Authority	Date	Signature

*This document contains confidential and proprietary information of Mazagon Dock Shipbuilders Limited (MDL), Mumbai. Except with the express written permission of MDL, the contents may not be published or disclosed. No party other than MDL may modify, revise or make additions or amendments to this document without the express written permission of MDL.*

*[Handwritten signatures and initials in blue ink]*

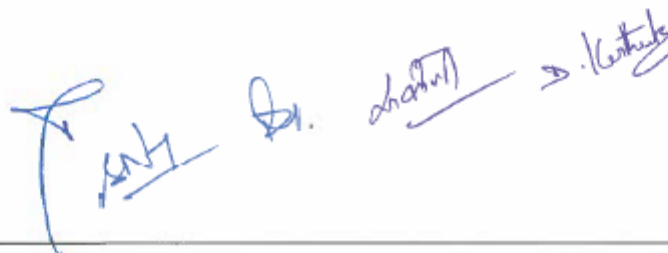
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**MAZAGON DOCK SHIPBUILDERS LIMITED**

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**MAZAGON DOCK SHIPBUILDERS LIMITED**

**CONSULTANCY FOR DESIGN OF GRIPPER AT NHAVA YARD OF MDL**

1. **INTRODUCTION:** Mazagon Dock Shipbuilders Limited (MDL) is India's leading defence public sector undertaking shipyard. The product profile includes frigates, destroyers, and submarines for the Indian Navy as well commercial vessels. MDL is a 'Navratna' company under the administrative control of the Ministry of Defence (MoD), Dept of Defence Production. The main yard is spread out in approximately 75.5 acres in Mumbai. MDL is also in possession of approx. 40 acres of reclaimed land in NhavaYard(NHY), Navi Mumbai.

2. **BACKGROUND AND OBJECTIVES OF THE CONSULTANCY:**

2.1 MDL is presently constructing a Floating dry dock (FDD) for docking of Ships under refit and new construction. The FDD is likely to be launched by end Dec 2025 and would be stationed at Nhava Yard of MDL.

2.2 The objective of the consultant is to design gripper arrangement for holding the FDD at Jetty. Spud for the same, would be fitted onboard FDD. Grippers would be fabricated and installed at Nhava Jetty. The scope of work and the technical requirement is elaborated in the succeeding paragraphs.

2.3 For the above purpose, MDL intends to appoint a firm of International repute as consultant, having experience in gripper design and its office located in India.

3. **DOCUMENTS TO BE SUBMITTED BY BIDDER.** Bidder is advised to submit following documents which would be verified, along with other required documents, during bid evaluation:

- The firm should be of international repute having office in India.
- The firm should have successfully delivered design of a Gripper for a FDD in any part of the world.
- The design delivered should have been fabricated and fitted for an operation FDD.
- MDL reserve the right to verify the same through documents / otherwise.

4. **TASK OVERVIEW:** The broad Scope of Work consists of the following.

Task No.	Item
1	Preliminary Design of gripper and drawing with bill of material and technical specification for procurement (Prior submitting to Class)
2	Class approved design of gripper
3	Production drawings with technical Specifications for fabrication of Gripper.
4	Cost estimate for fabrication of gripper



## **ADD.SLA FOR TENDER NO. GEM/2025/B/6414903**

### **MAZAGON DOCK SHIPBUILDERS LIMITED**

5. **SCOPE OF WORK:** The broad requirement definitions that are to be *interalia* considered while designing the gripper for Nhava Yard are as follows:

- (a) **Task #1-Design of Gripper:** The gripper is to be designed such that it meets the load requirement of FDD that is coming on the Jetty. Whilst doing the same they need to consider the configuration at Nhava Jetty and load on the gripper due to FDD.
- (b) **Task #2- Class Approval:** The consultant shall obtain the class (any class under IACS) approval for the gripper design, MDL would facilitate in expediting approval from class.
- (c) **Task #3-** The consultant shall also prepare production drawings with BOM technical specifications for fabrication of the Gripper.
- (d) **Task #4 Cost estimate:** The consultant shall study the market and prepare a cost estimate for the fabrication of the Gripper.

6. **INPUTS TO THE CONSULTANT:** MDL shall furnish the load details, emanating from FDD, that would be required for design of gripper. Additionally, MDL would also facilitate discussions of the firm with civil construction team of Nhava and FDD construction teams. Additionally, MDL would share the following:

- (a) Layout of Nhava Jetty
- (b) Any other information on need to know basis.

7. **SCHEDULE OF DELIVERABLES:** The consultant shall submit the deliverables within two (2) months from placement of the consultancy order. The schedule shall be as follows:

Deliverable	Task No.	Deliverables	Submission format	Soft	Hard copy No. off	Completion date
#1	1	Preliminary Design of gripper and Preliminary drawing with Technical Specifications for procurement (Prior submitting to Class)	Drawings& document	Pdf-1 ACAD-1	2	D+1.5 months
#2	2	Class approved design of gripper	Drawings & documents	Pdf-1 ACAD-1	2	D+2 months
#3	3	Technical Specifications for fabrication of Gripper.	Drawings & documents	Pdf-1 ACAD-1	2	D+2 months

## **ADD.SLA FOR TENDER NO. GEM/2025/B/6414903**

### **MAZAGON DOCK SHIPBUILDERS LIMITED**

Deliverable	Task No.	Deliverables	Submission format	Soft	Hard copy No. off	Completion date
#4	4	Cost estimate for fabrication of gripper	Document	Pdf-1	2	D+1.5 month

D: Date of acceptance of the Purchase Order by the consultant

**Note:** Tentative schedule for installation and trial of the gripper is Jun 26. The DLP period would be considered upto the satisfactory trial of the gripper.

8. **PAYMENT SCHEDULE:** Payment terms for the consultancy would be as follows:

Sr.No.	Description	Percentage Payment
(a)	Design Of Gripper	35%
(b)	Submission of Class Approval	15%
(c)	Submission of Production Drawing	35%
(d)	Submission of Cost Estimate for fabrication of Gripper	15%

9. **INTERFACE AND PROGRESS REVIEW MEETINGS:** A minimum of one interface meetings is proposed during the tenure of the consultancy and the regular interactions at the working level.

10. **CERTIFICATION OF DELIVERABLES FOR PAYMENT:** The Payment Shall be released to the consultant by MDL post submission of all deliverables on issuing a Work Done Certificate (WDC). The WDC shall be issued by DGM (SD&D) or an MDL Executive authorized by him.

The block contains several handwritten signatures and initials in blue ink. From left to right, there is a large, stylized signature, followed by the initials 'S. K.', then 'Shankar', and finally 'D. K. Kishore'.

Page 5 of 5

**HINDRANCE REGISTER**

1. Name of the Work: .....
2. Contract Agreement No. : .....
3. Date of Commencement: .....
4. Stipulated Date of Completion: .....
5. Extended Date of Completion, if applicable: .....
6. Name of the Supplier / Contractor: .....

Sr. No.	Nature of Hindrance	Activity of work affected	Date of notification by contractor	Name & Signature		Date of removal of hindrance	Action Taken		Name & Signature	
				Contractors Representative	Site Executive of MDL		Contractors Representative	Site Executive of MDL		

**To,  
OTS DEPARTMENT**

**OTS-TS SECTION**

**MAZAGON DOCK SHIPBUILDERS LIMITED.**

**MDL Tender No. GEM/2025/B/6414903**

**Mazagon Dock Shipbuilders Ltd.**

**Loss of Pass - Contractor/Vendors.**

1. Penalties will be imposed towards loss of passes/ non-renewal of passes apart from warning as deemed necessary for contractors, vendors & their workers. This is in addition to cost of the pass prescribed from time to time.

**Loss:**

- |                  |                                       |
|------------------|---------------------------------------|
| a) First loss –  | Rs. 250/-                             |
| b) Second loss - | Rs. 500/-                             |
| c) Third loss -  | Rs. 1000/- and permanent cancellation |

**Non-Renewal:**

- |                      |                             |
|----------------------|-----------------------------|
| a) Upto 4 days-      | No Penalty                  |
| b) 5-10 days-        | Rs. 5/- per day             |
| c) 11 days & beyond- | Rs. 50/- + Rs. 10/- per day |

**2. Procedure for duplicate pass due to loss:**

The loss has to be immediately reported to the concern Police Station. Thereafter a statement narrating circumstances of the loss, countersigned by the contractor and EIC shall be submitted to security office along with the prescribed penalty.



माझगांव डॉक शिपबिल्डर्स लिमिटेड  
बाह्यस्त्रोत-तकनीकी सेवाएँ विभाग

**INVOICE CERTIFICATION****HOD (OTS)****Ref No.:****Date:****Firm's Name: M/s.****RA Bill No:****A. Contract Details:**

- Subject: \_\_\_\_\_
- MDL P.O. No: \_\_\_\_\_ dated: \_\_\_\_\_ Value: \_\_\_\_\_
- PO Original Delivery date: \_\_\_\_\_ Extended Delivery Date (if any): \_\_\_\_\_
- Consultant All Risk Policy vide No. \_\_\_\_\_ date.: \_\_\_\_\_  
for an amount of Rs \_\_\_\_\_ Valid till  
dated \_\_\_\_\_
- Performance Bank Guarantee/ Security Deposit vide No. \_\_\_\_\_ dated: \_\_\_\_\_  
Rs. \_\_\_\_\_ Valid till \_\_\_\_\_
- Stamp Duty Paid vide Challan No. \_\_\_\_\_ Rs. \_\_\_\_\_

**B: Invoice Details:**

- Firms Invoice No: \_\_\_\_\_ dated \_\_\_\_\_
- Period of Work: From \_\_\_\_\_ To \_\_\_\_\_

S.N.	Description	Amount in Rs.
1.	RA Bill Amount	
2.	Price Variation Amount	
3.	<b>Total</b>	

**C. Certification Details:**

The following have been appended along with the GST Tax Invoice:

- MDL service entry sheets duly signed attached : Yes/ Not Applicable  
Service Entry Sheet No \_\_\_\_\_  
EMB No. \_\_\_\_\_
- Consultant's Certificate (if applicable) : Yes/ Not Applicable  
Reference No. \_\_\_\_\_ Dated: \_\_\_\_\_
- E-invoice/Vendor's Self Declaration: Yes/ Not Applicable
- No Claim Certificate (applicable for Final Invoice only) : Yes/ Not Applicable
- Vendor rating (applicable for Final Invoice only): Yes/ Not Applicable
- Actual Local Content Certificate (applicable for Final Invoice only) : Yes/Not Applicable
- Price indices & Price Variation sheet (if price variation is included) : Yes/ Not Applicable
- Bank Guarantee against Waterproofing/ Leakages (applicable for Final Invoice only)  
: Yes/ Not Applicable
- The following deductions to be made from the invoice:
  - Liquidated Damages as per purchase order : To be levied/Not Applicable Details of  
LD to be levied (if applicable): \_\_\_\_\_
  - Other Deductions (if any): \_\_\_\_\_
  - Release of Provisional Retained Amount (if any): \_\_\_\_\_

**Engineer in Charge / HOD (Comm)**(Sign & Stamp with date)  
with Date)**Consultant**

(Name, Sign &amp; Stamp with Date)

**Contractor**

(Name, Sign &amp; Stamp

**To,  
OTS-TS SECTION  
OTS DEPARTMENT  
MAZAGON DOCK SHIPBUILDERS LIMITED.**

**MDL Tender No. GEM/2025/B/6414903**

**EXTRACT OF PROVISIONS OF THE OFFICIAL SECRETS ACT, 1923**

**SECTION 2(B) ; “PROHIBITED PLACE”**

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

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

**SECTION 3 : “PENALTIES FOR SPYING”**

If any per unlawfully -

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

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

**SECTION 4 : “COMMUNICATION WITH FOREIGN AGENTS”**

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

**SECTION 5 : “WRONGFUL COMMUNICATION OF INFORMATION”**

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

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

Shall be guilty of an offence under this Act.

**SECTION 6 : “UNAUTHORISED USE OF UNIFORMS”**

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

**ADD.SLA FOR TENDER NO. GEM/2025/B/6414903**

**SECTION 7 : “INTERFERING WITH OFFICERS OF POLICE”**

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

**SECTION 8 : “DUTY OF GIVING INFORMATION”**

It shall be duty of every person to give on demand to a superintendent of Police or any other Police Officer not below the rank of Inspector, any information in his power relating to an offence under this Act.

If any person fails to give such information, shall be punishable with imprisonment to 3 years or fine or with both.

**SECTION 9 : “INCITEMENT”**

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

**SECTION 10 : “PENALTY FOR HARBOURING SPIES”**

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

**SECTION 11 : “SEARCH WARRANTS”**

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

\_\*\*\*\*\*\_

**ADD.SLA FOR TENDER NO. GEM/2025/B/6414903****Enclosure-26**

**To,  
OTS-TS SECTION  
OTS DEPARTMENT  
MAZAGON DOCK SHIPBUILDERS LIMITED.**

**MDL Tender No. GEM/2025/B/6414903**

**CHECKLIST OF SUBMITTALS ATTACHED ALONGWITH ONLINE TECHNICAL BID  
TENDER ENQUIRY No. GEM/2025/B/6414903**

Bidder to indicate Submitted/ Not submitted and Yes / No under relevant Column and Reasons for Non submissions if any

<b>Sl No</b>	<b>Submittals (Scanned Copy)</b>	<b>Whether Submitted/ Not Submitted/ Not Applicable</b>	<b>Bidder to indicate the Reasons below for Non Submissions if any, or if they have indicated "NO" under relevant columns</b>
<b>1</b>	Enclosure-1 viz Form of undertaking	Yes/ No	
<b>2</b>	Enclosure-2 viz TEF Acceptance Form	Yes/ No	
<b>3</b>	Enclosure-4 viz GCC Acceptance Form	Yes/ No	
<b>4</b>	Enclosure-5 viz Deviation Form	Yes/ No	
<b>5</b>	i) <b>Enclosure-10(A)</b> viz. Declaration certificate for Local Content		
	a. Whether Tender Item Sl No indicated at Col I of <b>Para (d) of Enclosure</b>	Yes/ No	
	b. Whether Local Content Percentage indicated at Col II of <b>Para (d) of Enclosure</b>	Yes/ No	
	c. Whether Location of Value addition indicated at Col III of <b>Para (d) of Enclosure</b>	Yes/ No	
	d. Whether Enclosure-10(A) viz. Declaration Certificate for Local Content has been signed by <b>Authorized Signatory</b>	Yes/ No	
	ii) Enclosure-10(E) viz Declaration in respect of restriction under Rule 144 (xi) of the General Financial Rules (GFRs), 2017	Yes/ No	
	iii) Enclosure-10(F) viz Declaration in respect of of debarred under Public Procurement Policy (PPP) Make In India (MII) order 2017	Yes/ No	
<b>6</b>	Enclosure-11 viz Declaration for Banned or delisted Tenderer	Yes/ No	
<b>7</b>	a. Enclosure-14 viz RTGS Form	Yes/ No	
	b. Whether RTGS form is duly authenticated by any Bank	Yes/ No	
<b>8</b>	GST Registration Certificate	Yes/ No	



**ADD.SLA FOR TENDER NO. GEM/2025/B/6414903**

<b>S1 No</b>	<b>Submittals (Scanned Copy)</b>	<b>Whether Submitted/ Not Submitted/ Not Applicable</b>	<b>Bidder to indicate the Reasons below for Non Submissions if any, or if they have indicated "NO" under relevant columns</b>
<b>9</b>	PAN CARD	Yes/ No	
<b>10</b>	Power of Attorney	Yes/ No	
<b>11</b>	Corrigendum, if any	Yes/ No	
<b>12</b>	Enclosure-29-Declaration in respect of Conflict of Interest among Bidders/ Agents	Yes/ No	

The Bidder hereby declares that in case any of the above submittals are **not submitted/ not appended** along with the tender bid or the bidder have indicated "**No**" against any of the above submittals, MDL reserves the right to disqualify their bid for incomplete submission of the documents without assigning any reasons. The bidder shall be responsible for the incompleteness of their bid.

SIGNATURE \_\_\_\_\_

NAME \_\_\_\_\_

DESIGNATION \_\_\_\_\_

COMPANY \_\_\_\_\_

COMPANY SEAL

DATE

\_\_\_\_\_

**PROFORMA OF UNCONDITIONAL AND IRREVOCABLE INSURANCE SURETY  
BOND FOR PERFORMANCE SECURITY**  
(ILLUSTRATIVE FORMAT)

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

1. IN CONSIDERATION OF MAZAGON DOCK SHIPBUILDERS LIMITED, a company incorporated under the Companies Act 1956 and having its registered office at Dockyard Road, Mumbai 400010 (hereinafter referred to as the "the Purchaser" which expression shall, unless it be repugnant or contrary to the subject or context thereof, be deemed to mean and include its successors and assigns) having placed an order on Messers ..... a partnership firm/sole proprietor business/a company registered under the Companies Act, 1956 having its office at .....(hereinafter called " the Contractor/ Supplier" which expression shall, unless it be repugnant or contrary to the subject or context thereof, be deemed to mean and include its successors and assigns) vide order No..... dated..... (hereinafter called "the order" which expression shall include any amendments/alterations to "the order" issued by "the Purchaser") for the supply , delivery at site, installation and commissioning of certain equipment, item/services/civil works etc. as stated in the said Order and the Purchaser having agreed with the Contractor/Supplier to accept an unconditional and irrevocable Insurance Surety Bond in lieu of Performance Security payable under the said order for the fulfillment and performance of the said order, We, ..... Surety Insurer having office at ..... (hereinafter referred to as "the Surety" which expression shall includes its successors and assigns) hereby agree to pay to the Purchaser without any demur on first demand an amount not exceeding Rs..... (Rupees.....only) being 5% (10% in case of Capital Procurement) of the order value against any loss or damage, costs, charges and expenses caused to or suffered by the Purchaser by reason of non performance and non-fulfillment or for any breach on the part of the Contractor / Supplier of any of the terms and conditions of the said order.

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

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

4. We, ..... the Surety further agree with the Purchaser that the Purchaser shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said order/or to extend

**ADD.SLA FOR TENDER NO. GEM/2025/B/6414903**

time of performance by the Supplier from time to time or to postpone for any time to time any of the powers exercisable by the Purchaser against the Contractor/ Supplier and to forbear to enforce any of the terms and conditions relating to the order and we shall not be relieved from our liability by reason of any such variation or extension being granted to the Contractor/ Supplier or for any forbearance, act or omission on the part of the Purchaser or any indulgence by the Purchaser to the Contractor/Supplier or by any such matter or things whatsoever which under the law relating to sureties would have the effect of relieving us.

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

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

7. Notwithstanding anything contained herein above:

- (i) Our liability under this Bond shall not exceed Rs.....
- (ii) This Surety Bond shall be valid upto and including .....; and
- (iii) We are liable to pay the Bond amount or any part thereof under this Surety Bond only and only if you serve upon us a written claim or demand on or before .....(validity + 4 weeks from the date of expiry of this Bond).

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

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

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