



## **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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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) मुल्य 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 reputed Bidders / Vendors, on GEM procurement portal for the consultancy 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: “Appointment of GRIHA consultant”**  
details are stated in Scope of Work at **Enclosure-1**.
- 2. Pre-Qualification Criteria:** The bidder is required to submit scanned copies of necessary documents as below to ascertain their qualifying status. MDL reserves the right to verify the authenticity of the documents submitted / claims made by the bidder wherever felt necessary. “Bidders are requested to ensure that only relevant documents complete in all respect as indicated in the tender should be attached with their offer. The first page of every uploaded set of scanned document shall be an index of its contents. In case the offers received against this tender are more than 20, no opportunity will be extended for submission of deficient documents after opening

of bids. The evaluation of the offers will be carried out and bidders will be qualified based on the documents received along with their offer.”

**QUALIFICATION CRITERIA**

1. The applicant should be an Individual/Firm/Company/LLP/Partnership firm/any other entity in the field
2. Details of the Incorporation of Bidder. Valid documentary proof to be attached.
3. Having experience of successful completion of green building consultancy services, for Commercial buildings/ Administrative /Public / Institutional/ Multistoried buildings for obtaining Green Building Ratings as per IGBC. The bidder is required to submit documentary evidence such as work orders and/or completion certificates in support of work experience claimed by them. The bid is liable to be rejected in case proper proof of work experience is not enclosed.
4. Should hold a valid BEE certified energy manager or auditor or ECBC master trainer.
5. Expert Professional certificate (certificate should have at least two months' validity at the time of submitting application for empanelment).
6. GRIHA/IGBC Certified Professional (CP) Certificate. Valid Documentary proof to be attached.

**(i) Technical PQC:** Bidder's experience of having executed/completed similar services during last 7 years ending till the original tender closing date should be either of the following:

- a. Three contracts/orders of similar completed services each of not less than Rs. 401200/-.
- OR
- b. Two contracts/orders of similar completed services each of not less than Rs. 501500/-.
- OR
- c. One contract/order of similar completed services of not less than Rs. 802400/-

**(ii) Commercial PQC**

- a) The average annual financial turnover of 'The bidder' during the last three years, ending 31st March 2022, 2023 & 2024 should be Rs.2.55 lakhs, as per the annual report (audited balance sheet and profit and loss account) of the relevant period, duly authenticated by a Chartered Accountant/Cost Accountant in India.
- b) Bidders Shop and establishment registration certificate or registration certificate from registrar of firms or certificate of incorporation from Registrar of Companies or any other valid document that confirms the firm's status. (Not required for permanent registered vendors with MDL).
- c) Submission of requisite instrument in support of bid security, viz EMD/Proof of EMD exemption.
- d) The value of similar completed services in a contract will be considered for PQC even if the contract is not fully completed.
- e) The date of Order/Contract can be older but completion period shall be within last 07 years ending till the original tender closing date.
- f) The Work Completion Certificate shall contain following details:
  - (i) Particulars of the work and contract number and Date;
  - (ii) Original Contract Value;
  - (iii) Details of Growth Of Work / amendments, if any;
  - (iv) Date of commencement of the work;
  - (v) Date of completion as per original contract agreement;
  - (vi) Actual date of completion;

- (vii) Actual completion cost;
- (viii) Extension of time, if any granted;
- (ix) Defect liability period, if any;

3. Earnest Money Deposit (EMD): MDL demands an EMD of **Rs 17,000/-**. EMD is required from all the bidders **except Micro and Small Enterprises (MSEs) as defined in PPP-MSE Order 2012 or Startups as recognized by Department of Industrial Policy & Promotion (DIPP), permanent registered vendors of MDL registered under Material group C030004**

3.1 Bidders shall furnish EMD of **Rs.17,000/- (Rupees Seventeen thousand only)**, against this tender.

3.2 EMD can be paid online through the link [mazagondock.in/onlinepayment.aspx](http://mazagondock.in/onlinepayment.aspx) Or following the steps listed below:

- Go to [www.mazgondock.in](http://www.mazgondock.in)
- Click on Online Payment Tab available on the home page
- Click on the Tender Tab.
- Make the payment online using Debit Cards, Credit cards, Net Banking, BHIM/UPI etc. after filling the required details.

3.3 The EMD can also be remitted directly to MDL Bank Account as per details given below:

Beneficiary's Name	Mazagon Dock Shipbuilders Limited
Name of Bank	State Bank of India
Branch	Mazagon Br.
Branch Code	9054
Bank Address	Mazagon Branch, Mazagaon, Mumbai – 400 010
Telephone No. of Bank	23752802
Account No	10005255246
Account Type	Current Account
IFSC Code	SBIN0009054
MICR / NECS Code	400002120
Income Tax PAN No.	AAACM8029J
Income Tax TAN No.	MUMM02076E

3.4 In case bidders pay EMD online or remit the same directly to MDL Bank account through NEFT, they should specifically mention the details of company name as well as nature of remittance, tender number/order number etc. in the text/narration fields of Bank's NEFT remittance in order to identify the same. The format at **Enclosure-11** is required to be filled up by the bidder and scanned copy of the same is to be uploaded along with Techno-commercial bid (Part-I).

3.5 EMD can also be submitted in the form of Bank Guarantee in the prescribed format at **Enclosure-12**. The Bank Guarantee (Including E-Bank Guarantee) should be valid for the offer validity period indicated in

the Tender plus minimum one month as claim period and should be drawn from any of the banks 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 Bank Guarantee shall be kept valid till validity period of the offer plus 30 days. The original of the scanned copy of EMD (BG) should reach HOD (C)/ Dealing Executive within seven days of the tender closing date.

The Bank Guarantee shall be from banks as per list approved by SBI Bank published on MDL website

Bidders submitting EMD by way of Bank Guarantee are requested to inform their issuing Bank to provide complete details viz., address, telephone / fax number(s) and e-mail id on their cover letter enclosing the BG.

- 3.6 The Scanned Copy of the Bank Guarantee towards EMD shall be uploaded in the Techno-commercial bid (Part-I).
- 3.7 Bidder shall send the original of the Bank Guarantee towards Earnest Money Deposit (EMD) by Registered Post/Speed Post/Courier/In Person so as to reach the designated addressee within **07 Working Days** from the closing date of the tender during office working hours i.e. up to 17:30 hrs. Timely submission of the original EMD instrument is the responsibility of the bidders and no reasons / excuses in this regard will be entertained by MDL. The Address Label of the Designated Addressee is at **Enclosure-14**
- 3.8 **If the original of EMD instrument is NOT RECEIVED within the stipulated period of 07 Days from the closing date of the tender, the Bids / Offers will be liable for rejection.**
- 3.9 **Refund of EMD in all the cases shall be without interest as stated below:**
- i. EMD will be refunded to the technically rejected bidders within 15 days from the date of price bid opening and remaining bidders within 30 days of determination of L1 or placement of Order on Successful bidder whichever is earlier.
  - ii. In the event of cancellation of tender, the EMD will be refunded / returned to all the bidders.
  - iii. EMD of successful bidders may be converted into performance security or refunded on receipt of performance security B.G.
  - iv. If the validity of the offer of the firm has expired and if bidder is not willing to extend the validity of offer, the EMD of such bidders to be refunded.
- 3.10 The Earnest Money Deposit shall be forfeited by MDL in the following events:
- i. If the bidder withdraws, amends, impairs or derogates from the tender, agreed conditions of Technical Negotiation Committee/Commercial

Negotiation Committee /Price Negotiation Committee in any respect within the period of validity of his offer.

- ii. If the successful bidder declines acceptance of order.

3.11 **बयाना राशि जमा करने से छूट/बोली प्रतिज्ञापत्र / EXEMPTION FROM SUBMISSION OF EMD/BID BOND:** Offers with non-submission of EMD shall be categorically rejected other than exempted category. Bidder shall submit/upload the supporting documentary evidence along with Part I bid for claiming EMD exemption. EMD is exempted for following cases:

- i. State & Central Government of India Departments & Public Sector Undertakings.
- ii. Firms registered with MDL for material group C030004. To qualify for EMD exemption, firms should necessarily submit valid copy of the Registration Certificate issued by MDL, for the items for which the offer is being submitted, in Part-I offer/bid. Firms in the process of obtaining MDL registration will not be considered for EMD exemption.
- iii. Common/Deemed DPSU registered vendors qualify for EMD exemption. Such firms shall submit valid copy of the registration certificate issued by DPSUs (other than MDL) for the works for which the offer is being submitted in Part-I offer/bid. Firms in process of obtaining registration in other DPSUs will not be considered for EMD exemption.
- iv. Start-ups as recognized by Department of Industrial Policy and Promotion (DIPP).
- v. Green Channel Status vendors qualify for EMD exemption. Such firms shall submit valid copy of the Green channel certificate issued by MoD for the items for which the offer is being submitted in Part-I offer/bid. Firms in process of obtaining this certificate will not be considered for EMD exemption.
- vi. Exemption as per GeM GT&C.
- vii. Micro and Small Enterprises who are manufacturer or Service Provider and give specific confirmation to this effect at the time of bid submission and whose credentials are validated online through Udyam Registration (as validated by Government from time to time) and through uploaded supporting documents. MSE bidder having status as Trading will not be extended benefit of EMD exemption.

**4. Validity Period:** Bids / Offers shall have the validity period of 180 days from the tender closing date.

**5. Online Submission of offer in Two Bid System:** Offer must be submitted in two parts, Part – I (Techno-Commercial Bid) & Part – II (Price Bid) on the GEM PORTAL. **Offer in any other form will not be considered.**

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

GRIHA TENDER NO. **GEM/2025/B/6438054**

a)	General Conditions of Contract (GCC), ATC as per GeM, acceptance in the Prescribed Formats stating 'Accepted OR Deviation' as applicable for each of the clause.
b)	Deviation sheet in case of any deviations from Terms, Conditions specified in the Standard Terms and Conditions, Tender Enquiry & General Terms & Conditions shall be uploaded online.
c)	Any deviation with respect to Technical requirement shall be uploaded online by the bidder.
d)	Scanned image of valid GST Registration Certificate. Bidders need to confirm acceptance of Standard Terms & Conditions of GST enclosed with this tender as per <b>Enclosure-6</b> .
e)	Price schedule BLANKING the PRICES but clearly indicating 'QUOTED / UNQUOTED', also indicating the % of actual taxes/ duties applicable, in the prescribed format of tender.
f)	Bidders / Vendors should upload scanned documents as per Para2 of this tender.
g)	Scanned Image of valid Registration or Approval certificates in case of Bidder's/ firms registered with MDL/ NSIC/ Micro or Small Enterprises/Industries.
h)	The bidders have to give the undertaking as per cl.28 "Conflict of Interest among Bidders/Agents" along with part I bid
i)	Compliance of Public order on Restrictions under Rule 144 as per Enclosure-7

**Note:** 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) The bidder is required to compulsorily state "ACCEPTED" or "DEVIATION" against the relevant Para no. /Clause no. of Add. SLA/GTC (as applicable). In case "DEVIATION" against a particular Para no. /Clause no., it would be mandatory to explain the deviation proposed by the bidder in the adjoining text field. Any deviation (s) mentioned elsewhere in the Offer/Bid, other than in the said forms, will not be considered.

iv) Blank Rate Sheet form is required to be filled-up by the bidder by stating "QUOTED" or "NOT QUOTED" in Enclosure-2, depending upon whether the bidder has quoted for the particular Service/Item tendered. Therein, the bidder is also required to specify the Taxes & duties (if any) quoted & the rate of the Taxes/Duties.

**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:

- (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.
  - (d) **Bids received without EMD (other than those who are exempted from payment of EMD)**
- (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 the line items by filling **Enclosure 2**.

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

**9. Pricing:**

- a. The bidder shall quote the prices of all items and detailed scope of work as exhibited in **Enclosure 1**.
- 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. (Contract is for TWO years)
- 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 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. Contract Period:** The Contract will be for a period of (06) six months.

**12. Mobilization period:** Not applicable.

**13. TAXES & DUTIES:**

- 13.1 Following details are to be submitted by the bidders:
  - 1. GST No.:
  - 2. Type of dealer (composition/ Normal):
  - 3. SAC/HSN NO.:

4. % of GST:

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

**14. Terms of Payment and Stage payment:**

- (i) 30% on Phase 1 completion
  - (ii) 30% on Phase 2 completion
  - (iii) 30% on Phase 3 completion GRIHA documents submission
  - (iv) 10 % on submission of GRIHA Certificate
- a) Payments for completed work will be made within 15 days of issue of consignee receipt cum-acceptance certificate (CRAC) for Online payment. On-line submission of Invoice unless otherwise specified, Ink Signed Tax Invoice in duplicate with work completion Certificate (WCC)/SAP service entry sheet duly certified by Chief Manager or above of user dept. of MDL. The invoice shall be preferably submitted within four weeks of certification of Work Completion Certificate 'WCC'.
  - b) Work Completion Certificate Duly Certified by MDL.
  - c) Certificate issued by MDL confirming that the work is completed in time and no penalty is applicable OR in case of delays, admissible amount of penalty will be specified by MDL in this certificate for reduction of equal amount from Contractor's invoice.
  - d) The vendors, whose aggregate turnover in any preceding financial year from FY 2017-18 onwards, exceeds INR 5 crore as per GST Act or as applicable from time to time, will have to issue an e-Invoice with a Quick Response (QR) code and Invoice Registration No.(IRN), It is important to note that MDL will not be entitled for Input Tax Credit (ITC)/GST on a vendor Invoice which is not compliant with the above e-Invoice notification.
  - e) Wherever GST is applicable, payment will be released against e-Invoice, or Invoice accompanied with vendor's self-declaration that "we do not fall under the category of registered persons notified under Rule 48(4) of the Central GST Rules, 2017 and we are not required to comply with e-Invoicing provisions under GST Act, as our aggregate turnover in any preceding financial year from 2017-18 onwards has not exceeded INR 5crore as per GST Act".

**15. Site Visit for Quoting:** Prior to submission of your quotation, for any technical clarification if required bidders may contact Mr. R K Gupta HoD (EY-Mtc) 022-23763655 rkgupta@mazdock.com. / Mrs Madhu Sah HoS (TS) MDL on 022-23764225 , msah@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. Security Deposit (SD):**

- (a) To ensure due performance of the contract, Performance Security {Performance Bank Guarantee (PBG) cum Security Deposit (SD)} will be obtained from the successful bidder. Performance security will be for an amount of **10%** of the value of the contract (excluding taxes & duties).
- (b) **Performance security may be furnished in the form of NEFT / Demand Draft / Pay order / Bank Guarantee / Insurance Surety Bond / e-Bank Guarantee in favour of Mazagon Dock Shipbuilders Limited, Mumbai from the list of Banks approved by SBI / Canara Bank published on MDL website.**

- (c) In cases where the supplier / contractor has not submitted the PS and already commenced supply / services, Finance Department will be intimated for withholding the Performance security from supplier/contractor bills if any. In such case, interest will be recovered for the period starting from 26th day of transmission / notification of order/contract by any mode and amount involved at the relevant rate of interest notified by Finance. (For Indian suppliers, it will be SBI BPLR plus 2%).
- (e) Performance Security is to be furnished within 25 days after notification of the award of contract and it should remain valid for a period of 60 (sixty) days beyond the date of completion of all contractual obligations of the supplier, including warranty obligations.
- (f) The performance security will be forfeited and credited to MDL's account in the event of a breach of contract by the contractor. It will be refunded to the contractor without interest, after contractor duly performs and completes the contract in all respects but not later than 60(sixty) days of completion of all such obligations including the warranty under the contract.
- (g) Where the duration of contract is very long and banks are unwilling to issue BGs for long duration, rolling bank guarantee towards performance security can be obtained where it will be valid for at least one year with claim period of three months within which the same can be extended for further period by amendment. Performance security on reducing balance can also be accepted when the contract period extends beyond one year. This will be effective on completion of one year and thereafter on six monthly / yearly basis.
- (h) No exemption can be granted to any unit including MSME, SSI units and MDL Registered suppliers.
- (i) Additional value and extension shall be sought by way of amendment.
- (j) In case of failure to submit performance security by the supplier within 25 days of transmission / notification of order by any mode, Commercial will inform the supplier that his EMD (if available) will be forfeited and MDL reserves the right to cancel the order and invoke the risk purchase clause.
- (k) In the event of defects due to poor workmanship leading to non-performance of the Equipment/Item and bidder failure to attend the Guarantee/Warranty defects within 45 days from date of intimation or as agreed during TNC the performance security shall be forfeited.
- (l) If it is established that the contractor has failed to comply with the Guarantee/warranty obligations, the PSBG will be encashed by MDL. MDL's decision in this regard shall be final and binding on the supplier / contractor.

**18. Denial Clause:**

- (i) No increases in price shall be admissible/allowed on account of any statutory increase in or fresh Imposition of GST, customs duty or on account of any other taxes/ duty/ cess/ levy), leviable in respect of the goods and services specified in the said contract which takes place after the original delivery date.
- (ii) Notwithstanding any stipulation in the contract for increase in price on any other ground including price variation clause or foreign exchange rate variation, no such increase which takes place after the original delivery date shall be admissible on such of the said goods as are delivered after the said date.
- (iii) But nevertheless, MDL shall be entitled to the benefit of any decrease in price on account of reduction in or remission of GST, Customs duty or on account of any other Tax or duty or on any other ground as stipulated in the price variation clause or foreign exchange rate variation which takes place after the expiry of the original delivery date.

**19. Cartel Formation/Pool Rates:** It is possible that sometimes a group of bidders quote the same rate against a tender. Such pool/cartel formation is against the basic

principle of competitive bidding and defeats the very purpose of an open and competitive tendering system. Such and similar tactics to avoid/control true competition in a tender leading to "Appreciable Adverse Effect on Competition" (AAEC) have been declared as an offence under the Competition Act, 2002, as amended by the Competition (Amendment) Act, 2007. Such practices should be severely discouraged with strong measures. In case of evidence of cartel formation, detailed cost analysis may be done by associating experts if necessary. Besides, suitable administrative actions can be resorted to, such as rejecting the offers, reporting the matter to trade associations, the Competition Commission or NSIC, etc., and requesting them, inter alia, to take suitable strong actions against such firms. Purchaser may also debar the tenderers indulging in cartel formation/collusive bidding/bid rigging for a period of two years from participation in the tenders of the Purchaser

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

20.1 The terminology/ definitions used in the said order is as below:

- (i) "Local content" means the amount of value added in India which shall be the total value of item (goods, services or works or their combination) under procurement (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value in percent. Different definition of Local Content may be specified by the Nodal Ministry for items assigned to them, which will prevail over above.
- (ii) "Class-I Local Supplier" means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for "Class-I local supplier" under this order
- (iii) "Class-II Local Supplier" means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for "Class-II local supplier" but less than that prescribed for "Class-I local supplier" under this order.
- (iv) "Non-Local Supplier" means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than that prescribed for "Class-II local supplier" under this order.
- (v) "Margin of Purchase Preference" the maximum extent to which the price quoted by a "Class-I Local Supplier" may be above the L1 for the purpose of purchase preference. The margin of purchase preference for the present tender is 20%.
- (vi) L1" means the lowest tender or lowest bid or lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.
- (vii) The Class-I local suppliers, under PPP-MII Order, participating in any government tender, may or may not be MSEs, as defined under the MSME Act. Similarly, MSEs participating in any government tender, may or may not be Class-I local suppliers. Suppliers may be categorized in following four broad categories for consideration or applicability of purchase preference:

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

**20.2 Minimum local content:**

- (i) The minimum local content in the offer is to be not less than 20% for the present tender.
- (ii) The 'local content' requirement to categorize a supplier as 'Class-I local supplier' is minimum 50%. For 'Class-II local supplier', the local content requirement is minimum 20%.
- (ii) The local content can be increased by vendors through partnerships, cooperation with local companies, establishing production units in India or Joint Ventures (JV) with Indian suppliers, increasing the participation of local employees in services and training them.

**20.3 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 its percentage in their offer which shall meet or excel required local content specified in tender. This declaration is necessary even if Custom Duty Exemption and / or ERV (if applicable) are not being sought. Certification as under is to be submitted mandatorily in technical offer Part-I bid.
- (ii) The bidders shall provide a self-certificate, as per Enclosure-10, giving the percentage of local content. In case of procurement for value in excess of Rs.10 Crores the bidder shall provide self-certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing chartered accountant (in respect of supplier other than companies) giving percentage of local content.
- (iii) Once the declaration /certification is committed at tender submission stage, the same cannot be altered subsequently at technical negotiation stage or after award of contract. Doing so would be treated / considered as false declaration by bidder and necessary action shall be initiated as per Para 9 of the said Order for debarment.
- (iv) Declared Local Content shall be the basis for categorization of the vendors and tender evaluation. However, MDL reserves the right to undertake detailed examination of declared local content and may call vendor to submit relevant documents.
- (v) In cases where MDL received the complaint from any vendor or person, along with the fees prescribed below, verification of Declared Local Content shall be carried out by seeking additional info as deemed necessary and the bidders (including unsuccessful bidders) against the tender shall be obliged to furnish the necessary documents. Failing to do so, the vendor may invite penal action as per the provisions of the Order. If MDL possess the capability, then it shall perform the verification. However, if in the opinion of MDL matter needs to be

dealt at higher level, then the complaint shall be referred to Nodal Ministry and their fees /expenses / charges applicable as per the Nodal Ministry, if any, shall be borne by the complainant. MDL is authorized to prescribe fees for handling complaints under revised PPP MII 2017 Order. The fees for filing a complaint under the order shall be Rs.10,000/- per case. The complaint shall be filed to the Chairman, Public Grievance Cell. The fee shall be deposited by complainant in MDL's Account by NEFT.

- (vi) On scrutiny of offer, if all the bidders participating in the tender happen to have either not submitted the declaration certificate or not declared / specified the local content percentage in the declaration certificate or specified local content lower than the minimum local content requirement as per the tender, the subject tender shall be cancelled & matter shall be taken up with Ministry through MDL Nodal Executive. Meanwhile, re-tendering may be done without applying the provisions of said Order for need fulfilment of MDL.
- (vii) On opening of the price bids, if it is identified that there is difference in local content declaration made & local content percentage as per price quoted is now not meeting (i.e. lesser than) the specified tender requirement (i.e. only on the quoted price without any loading) then such bidder shall be disqualified and shall not be considered for ranking purpose. The bid would be treated / considered as given false declaration and necessary action for debarment shall be initiated

#### 20.5 Contract placement:

In the procurement of goods, services or works which are not divisible in nature, and in procurement of services where the bid is evaluated on price alone (Items covered under Para 3A(c) of PPP-MII Order, 2017) and both MSEs as well as Class-I local suppliers are eligible for purchase preference Purchase preference shall be accorded as under:

- (i) L-1 is "MSE Class-I local supplier": Contract shall be awarded to L-1.
- (ii) L-1 is not "MSE Class-I local supplier " but the "MSE Class-I local supplier" falls within 15% margin of purchase preference. Purchase preference shall be given to lowest quoting "MSE Class-I local supplier". If lowest quoting "MSE Class-I local supplier" does not accept the L-1 rates, the next higher "MSE Class-I local supplier" falling within 15% margin of purchase preference is to be given purchase preference and so on. If all "MSE Class-I local supplier" do not accept L-1 rates, then below Para shall be followed.
- (iii) If conditions mentioned above are not met i.e. L1 is not "MSE Class-I local supplier" and "MSE Class-I local supplier" is not eligible to take benefit of purchase preference as per PPP-MSE Order or all "MSE Class-I local supplier" do not accept L-1 rates, the contract is to be awarded / purchase preference to be given in different possible scenarios as under:
  - A. L-1 is "MSE but non-Class-I local supplier" or "Non-MSE but Class-I local supplier": Contract be awarded to L-1.
  - B. L-1 is "Non-MSE non-Class-I local supplier": Firstly, purchase preference shall be given to eligible MSE as per PPP-MSE Order. If MSEs not eligible or does not accept then purchase preference to be given to eligible Class- I Local supplier as per PPP-MII Order. If Class-I Local supplier is also not eligible or does not accept then contract be awarded to L1.

#### 20.6 Debarment of bidders / suppliers:

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

NOTE: PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA), ORDER 2017-REVISION DATED 16 SEP 2020 IS APPLICABLE FOR THIS TENDER

**21. Purchase Preference to Micro and Small Enterprises(MSEs):** Micro and Small Enterprises (MSEs) registered under Udyam Registration or as directed by government are eligible to avail the benefits under the policy. This Policy is meant for procurement of only goods produced and services rendered by MSEs. **Traders/Distributors/Sole Agents/Works Contract are excluded from the purview of the policy.** MDL has right to place order on MSE Manufacturer and MSE Service Provider meeting following criteria:

- (a) In case of tender item cannot be split or divided, etc. the MSE quoting a price within the band L1+15% may be awarded for full/ complete supply of total tendered value to MSE, considering the spirit of the Policy for enhancing Govt. Procurement from MSEs.
- (b) In respect of items reserved for MSE-Manufacturers, extant guidelines shall be followed. Presently Circular No. S.O. 581(E) dated 23.03.2012 is applicable. The latest list may be seen from the website of the MSME Ministry.

**Note : This is a tender with non-divisible items**

**22. Inspection:** - Quality and Quantity of work will be checked and Inspected by respective user department of MDL and vendor shall carry out work as per instruction of respective user department of MDL. Any objection raised by MDL user dept, shall be satisfactorily corrected by the Vendor at his expenses.

**23. Liquidated damage (LD):** As per GeM.

**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. Freak low:** If the L-1 quote is substantially lower than estimate or NLPP, the placement of order in such cases, results into either non-performance of the vendor

or delayed performance or cancellation of orders at the risks and costs at so belated stage that the adverse effect of this has already occurred on project schedule. If the quoted L-1 rate is less than Cost Estimate / NLPP by more than 40% w.r.t. Cost Estimate / NLPP and if the quoted L-1 rate is less than L2 by more than 30% w.r.t. L2 then such quote is to be treated as freak low quote. Necessary commercial action will be taken best suited to MDL.

**26. Hindrance Register:** All hindrances with date of occurrences and removal shall be noted in the Hindrance Register. The Hindrance Register shall be signed by the representatives of both MDL as well as Contractor.

**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. Conflict of Interest among Bidders/Agents:** Bidders having a conflict of interest shall not be eligible to participate in the tender process unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Procuring Entity throughout the Tender process and execution of the Contract. The bidder shall be considered to have a conflict of interest in this tender process and execution of the resultant contract in the following situations: -

- (i) If its personnel have a close personal, financial, or business relationship with any personnel of the procuring entity who are directly or indirectly related to the procurement or execution process of the contract, which can affect the decision of the procuring entity directly or indirectly;
- (ii) The bidder (or his allied firm) provided services for the need assessment/ procurement planning of the Tender process in which it is participating;
- (iii) A Principal can authorize only one agent, and an agent should not represent or quote on behalf of more than one Principal. However, this shall not debar more than one Authorised distributor (with/ or without the OEM) from quoting equipment manufactured by an Original Equipment Manufacturer (OEM) in procurements under a Proprietary Article Certificate or
- (iv) A bidder participates in more than one bid in this tender process. Participation in any capacity by a Bidder (including the participation of a Bidder as a partner/ JV member or sub-contractor in another bid or vice-versa) in more than one bid shall result in the disqualification of all bids in which he is a party. However, this does not limit the participation of an entity as a sub-contractor in more than one bid if he is not bidding independently in his own name or as a member of a JV;

Note: The undertaking by the bidders for above para (Conflict of Interest among Bidders/ Agents) to be submitted along with Part I bid.

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

**30. Official secret act:** The Contractor/Bidder shall also abide all statutory requirements, Official Secrets Act 1923, Security & Safety regulations, etc. as per

references, which are part of this Tender & also adhere to the health, safety and environment norms, equipping their personnel with suitable safety gears, Personal Protective Equipment (PPEs), etc.

**31. 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 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 contractor from a country which shares a land border with India unless such contractor 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

**32. 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.

**33. 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).

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

**35. Instructions to the Bidders:**

1. Contractors shall not engage employees of other contractors, presently working in MDL and recorded at Security Department. The contractor can engage such employees if other contractor 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 contractor 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 contractors are not on their role as per statement submitted by him at Security.
2. The bidder / supplier / contractor declares that they being proprietors / directors / partners have not been any time individually or collectively blacklisted or banned or de-listed by any Government or quasi Government agencies or PSUs. If a bidder's entities as stated above have been blacklisted or banned or de-listed by any

**GRIHA TENDER NO. GEM/2025/B/6438054**

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 Naushad C S, DGM(OTS-TS), Tel. no. 022-23763312.
5. Entry Pass for Contractors and their workmen: Bidders shall comply with the “MDL Security Procedures laid down in MDL for entry passes in respect of Contractors 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.

Yours faithfully,  
For Mazagon Dock Shipbuilders Limited,

Naushad C S

DGM (OTS-TS),  
Tel. no. 022-23763312

**List of Enclosures**

Enclosure –1	Scope of Work
Enclosure –2	Illustration of Rate Sheet Format
Enclosure –3	Acceptance Form of TEF
Enclosure –4	GENERAL CONDITIONS OF CONTRACT
Enclosure –5	GENERAL CONDITIONS OF CONTRACT ACCEPTANCE FORMAT
Enclosure –6	Standard terms and conditions for GST compliance
Enclosure –7	Compliance of Public order on Restrictions under Rule 144
Enclosure –8	Conflict of Interest Declaration
Enclosure –9	PPP (PURCHASE PREFERENCE TO MAKE IN INDIA), Order 2017 declaration for local content
Enclosure –10	PPP (PURCHASE PREFERENCE TO MAKE IN INDIA), Order 2017 declaration for local content after PO
Enclosure-11	PROFORMA OF EMD FOR ONLINE PAYMENT
Enclosure-12	PROFORMA OF BANK GUARANTEE FOR EMD
Enclosure-13	PROFORMA BANK GUARANTEE FOR PERFORMANCE SECURITY DEPOSIT
Enclosure-14	MDL's Address Label on envelope

**CHECKLIST OF SUBMITTALS TO BE ATTACHED ALONGWITH ONLINE TECHNICAL BID**

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

<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>1</b>	Enclosure-1 viz SOW acceptance	Yes/ No	
<b>2</b>	Enclosure-2 viz Illustrative rate sheet, filled, signed & stamped	Yes/ No	
<b>3</b>	Enclosure-3 ADD.SLA Acceptance Form, accepted, filled, signed & stamped	Yes/ No	
<b>4</b>	Enclosure-5 viz GCC Acceptance Form, accepted, filled, signed & stamped	Yes/ No	
<b>5</b>	Enclosure-6 acceptance on Standard terms and conditions for GST compliance	Yes/ No	
<b>6</b>	Enclosure-7 GFR: filled, signed & stamped	Yes/ No	
<b>7</b>	Enclosure-8 Conflict of Interest, filled, signed & stamped	Yes/ No	
<b>8</b>	Enclosure-9 PPMKII: filled, signed & stamped	Yes/ No	
<b>9</b>	CA Certified Average Audited Annual financial turnover & Profit-Loss of Past 03 years ending Mar 2022/23/24 as per TEF clause 2(ii)	Yes/ No	
<b>10</b>	Experience in Similar work as per TEF clause 2(i)	Yes/ No	
	Work Orders for similar work as per TEF clause 2(i)	Yes/ No	
	Completion Certificates issued / authenticated by Client for the work order	Yes/ No	
<b>11</b>	Declaration for Banned or delisted Tenderer	Yes/ No	
<b>12</b>	<b>EMD</b>		
	a.In case bidders pay EMD online or remit the same directly to MDL Bank account through NEFT. Enclosure-11	Yes/ No	
	b. In case bidders pay EMD in the form of Bank Guarantee. Enclosure-12	Yes/ No	
	i) Whether validity of BG is 4 weeks more than tender closing date	Yes/ No	
	ii) Whether Original BG is sent on Address mentioned so as to reach within 7 days from tender closing date	Yes/ No	
	c. In case of EMD Exemption, whether Exemption Certificate for EMD viz NSIC/ MDL Registration Certificate/MSME Certificate etc. Submitted	Yes/ No	
<b>13</b>	GST Registration Certificate	Yes/ No	
<b>14</b>	Documents as per TEF clause 2(ii)		
	a. Shop & Establishment Registration Certificate or Certificate of Incorporation	Yes/ No	
	b. Whether Shop and Establishment Certificate is valid as on date of submission	Yes/ No	

<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>
	c. Audited balance sheet and profit and loss account for 03 FYs		
<b>15</b>	Deviation if any clearly stating TEF clause no and reason for deviation	Yes/ No	

**Scope of work****1. काम का संक्षिप्त विवरण/BRIEF SCOPE OF WORK:****1.1.** The brief Scope of Work is as under:

1.1.1. General:

- a. The scope of services involves Consultancy services, execution of identified measures, visiting/traveling charges, print/postage charges, facilitation, documentation, specification assistance and computer based analysis, Identification of vendors, vetting of documents, preparing and providing all documentation / templates / submittal requirements, conducting performance evaluation, all works related to completion of process etc., to obtain GRIHA Green Existing Building Certification for Existing Building.
- b. Development of Feasibility Checklist as per the actual site condition.
- c. Arrangement of Proforma/Tax Invoices from GRIHA against Annual Membership, Project Registration & Certification Fees.
- d. Online Project Registration on GRIHA Portal.
- e. Set-Up of all communications related to GRIHA Green Building Certification.
- f. Documentation as per GRIHA Green Existing Building guideline.
- g. Design calculation based on any major renovation work (if required) Suggestions of Energy & Water Efficiency Measures as and when required.
- h. Response on queries generated by GRIHA on documentation part.
- i. Response on online Green Building Certificate Generation.
- j. Identified improvement measures for getting GRIHA rating for the building will be executed by the appointed consultant.
- k. The entire incidental services related with the activities shall be deemed included in the scope of services. No extra payment shall be made for the incidental services.
- l. Preparation of drawing and designs (if any) pertaining to work shall be made by the Consultant as and when required by the MDL/GRIHA. No extra payment shall be made in this regard.
- m. Appointed Consultant will be responsible to attend meetings with GRIHA and clarifying queries with regard to Green Building Certification.
- n. In case, there's any ambiguity in the report or any issue is raised by GRIHA, the same shall be rectified/ taken care of by the appointed consultant without any extra payment
- o. Any other work required to be done to process GRIHA CERTIFICATION.
- p. PROJECT PERSONNEL: The specification of project key personnel to be deployed by the Consultant for the assignment/project to MDL is provided as mentioned below.

Sr no	Position/Profile of Project Key Personnel	Educational Qualification	No of positions
1	GRIHA Certified Professional/Evaluator (Key personnel/ Team Leader	B.Arch/ B.Tech & Certificate of registration with GRIHA Council	1

2	EDGE Expert (Key Personnel 2)	B.Arch/ B.Tech & Edge expert/Auditor certificate	1
3	BEE certified energy auditor/Energy Auditor (Buildings) or Building energy efficiency expert for ECBC compliance (Key personnel 3)	B.Arch/ B.Tech & certificate of registration with BEE	1

NOTE:- Position 1,2,3 can be a single person provided the requirements under are satisfied.

#### 1.1.2. **Green Building Facilitation Services**

##### **A. PHASE 1 - FEASIBILITY REPORT**

- a. Consultant will prepare feasibility report as per GRIHA Existing Building (EB) Rating. The details of feasibility will be carried out in the following phases:
- b. Evaluate whether GRIHA pre-requisite meet in current stage and suggest the modifications, if any.
- c. Evaluate current project standard to predict the GRIHA certification rating.
- d. Identify credits which can meet in current stage and suggest the modification with qualitative cost analysis for any additional credits which could be targeted.

##### **GREEN AUDITS:** Commminute Survey and Sustainable Site Audit

- e. Consultant will review the details of building occupants & their transportation pattern and will suggest alternate strategies to reduce fossil fuel consumption and subsequent reduction in carbon emissions. Consultant will also conduct Hardscape/soft scape design analysis/Heat Island studies, Erosion control measures assessment to meet the compliance requirements.

##### **Waste/Water Analysis**

- f. Consultant team will analyze and review the present water balance calculations and consumption patterns to achieve water efficiency by providing various strategies to meet the compliance. Similarly, the waste management system will also be evaluated based on the current practices and new strategic approach will be provided to achieve the Net-Zero waste goals.

##### **Purchase Policy Assessment**

- g. Consultants team will evaluate the existing sustainable elements in on-going, durable goods, food and beverages, cleaning chemicals etc. and help project team to identify sustainable products and vendors. PEC will help to establish an adequate green supply-chain mechanism to focus on green and sustainable products.

##### **Custodial Effectiveness Assessment**

- h. Consultants team will perform custodial audit and visual inspection to verify the cleaning performance.

##### **Indoor Air Quality Audit and Occupant Comfort survey**

- i. Consultants team will review IAQ audit report and occupant comfort survey based on Environmental Protection Agency guideline to determine the indoor air quality to meet green building norms.

**Energy analysis**

This process involves evaluating building energy performance by analyzing the energy use data for last 12 month using EPI method (minimum 3-year annual energy consumption data shall be used). Assessments will be done to incorporate the use of green energy resources at maximum extent.

**Electricity bills & metering assessment**

This energy meter data is analyzed to identify major energy uses category so as to develop energy use breakdown of building.

**B. PHASE II – Evaluation & Assessment**

Consultant will review the utility retro-commissioning of the premises, develop sustainability strategy plans as per requirement of Energy Audit and submit the report.

**C. PHASE III – GRIHA Certification Documentation (GRIHA EB RATING)**

Registration, Preparation and compilation of all documents for GRIHA submission in coordination with project team will be done by Consultant. Response to GRIHA Review comments support during site audits by third party auditors. Complete documentation set for GRIHA Final submission

- 1.2. The Safety Instruction & Statutory compliances are attached at Annexure A & B respectively.

**Rate Sheet  
(Illustrative)****PRICE BID (PART-II)  
BILL OF QUANTITIES  
(To be submitted online)****Sub: Appointment of GRIHA certified consultant for obtaining GRIHA Green Building Rating of SSA Work shop, Alcock Yard, MDL Mumbai.****Ref:** MDL Tender No. GEM/2025/B/6438054

<b>Sr. No</b>	<b>Item Description</b>	<b>Unit</b>	<b>Qty</b>	<b>Rate /Sqm (Rs)</b>	<b>Amount (Rs)</b>
100	<b>Appointment of GRIHA certified consultant for obtaining GRIHA Green building rating of SSA workshop, Alcock Yard, MDL, Mumbai</b>	-----	-----	----	-----
10	Submission of PHASE-1 completion report as per SoW	LS	1		
20	Submission of PHASE-2 completion report as per SoW	LS	1		
30	GRIHA document submission	LS	1		
40	Submission of GRIHA Certificate for SSA	LS	1		
	Total amount			□	
				GST %	
				Grand Total	
				HSN/SAC code	-

**Note- Quoted/Not Quoted against rate to be submitted and indicating GST % and HSN code to be submitted in part 1.**  
**BIDDER HAS TO QUOTE ONLINE AS PER THE PRICE BID FORMAT AVAILBALE ON GEM-PORTAL.**

**In case of any doubt bidders are advised to contact GeM for further clarifications**

**Acceptance Format of TEF**

To,  
Mazagon Dock Shipbuilders Limited

Tender No. GEM/2025/B/6438054

Date:-.....

TEF Clause No.	Bidder's Remark	TEF Clause No.	Bidder's Remark	TEF Clause No.	Bidder's Remark	TEF Clause No.	Bidder's Remark
	Acc./ Dev.		Acc./ Dev.		Acc./ Dev.		Acc. / Dev.
1		12		23		34	
2		13		24		35	
3		14		25			
4		15		26			
5		16		27			
6		17		28			
7		18		29			
8		19		30			
9		20		31			
10		21		32			
11		22		33			

Company's Name & Address:

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

Signature:

Date:

Name:

Designation:

Bidder's Company Seal:

**NOTES:**

1. Bidders should carefully read the Terms & Conditions of the ADD.SLA prior to filling up this acceptance format.
2. This format should be properly filled, signed and returned by the bidder(s) along with their technical offer for considering their Bid.
3. Bidder(s) should indicate "ACC" for Accepted, "DEV" for Deviation Taken for each clause number in the above table.
4. 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.
5. Clause numbers shown in the above format also includes the sub-clauses under these clauses.

**GENERAL CONDITIONS OF CONTRACT (GCC)**

1. The word 'Purchaser' refers to MAZAGON DOCK SHIPBUILDERS LIMITED, (MDL), a Company registered under the Indian Companies Act, 1913 and it includes its successors or assignees.
2. The word 'Consultant / Bidder' means the person / firm / Company who undertakes to provide consultancy services and/or undertake services of any nature assigned by the Purchaser from time to time and includes its successors or assignees.
3. GENERAL UNLESS OTHERWISE INDICATED SPECIFICALLY BY THE BIDDER / CONSULTANT IN HIS BID, IT SHALL BE CONSTRUED AS HIS ACCEPTANCE OF ALL THE CONDITIONS MENTIONED IN THIS GCC
4. PURCHASER'S PROPERTY All property (such as materials, drawings, documents etc) issued by the Purchaser or any other individual or firm on behalf of the Purchaser in connection with the contract shall remain confidential, being the property of the Purchaser and the Bidder / Consultant shall undertake to return all such property so issued and will be responsible for any or all loss thereof and damage thereto resulting from whatever causes and shall reimburse the Purchaser the full amount of loss and damage. On completion of work in any compartment / location, the Consultant must ensure that the place is left in a reasonably clean state and all scrap/Rubble/Debris/refuse is transferred to nearby scrap/Garbage/refuse bins.
5. RISK PURCHASE If the services not delivered / performed by the scheduled delivery date / period, any stoppage or discontinuation of services as stipulated in the order without written consent by Purchaser or not meeting the required quality standards the Purchaser shall be at liberty, without prejudice to the right of the Purchaser to recover Liquidated Damages / penalty as provided for in these conditions or to any other remedy for breach of contract, to terminate the contract either wholly or to the extent of such default. Amounts advanced or part thereof corresponding to the undelivered services shall be recoverable from the Consultant / Bidder at the prevailing bank rate of interest. The Purchaser shall also be at liberty to purchase or utilise the services as it deems fit, other articles of the same or similar description to make good such default and/or in the event of the contract being terminated, the balance of the articles of the remaining to be delivered there under. Any excess over the purchase price, cost of any articles supplied from the stock, as the case may be, over the contract price shall be recoverable from the Bidder / Consultant.
6. RECOVERY-ADJUSTMENT PROVISIONS: Payment made under one order shall not be assigned or adjusted to any other order except to the extent agreed upon in writing by the Purchaser. During the currency of the contract, if any sum of money is payable by the Bidder / Consultant the same shall be deducted from any sum then due or thereafter may become due to the Bidder / Consultant under the contract or any other contract with the Purchaser.
7. TRANSFER OF CONSULTANT'S RIGHTS: The Consultant / Bidder shall not either wholly or partly sell, transfer, assign or otherwise dispose of the rights, liabilities and obligations under the contract between him and the Purchaser without prior consent of the Purchaser in writing.

8. **SUBCONTRACT & RIGHT OF PURCHASER** The Consultant / Bidder shall under no circumstances undertake or subcontract any part of the services from or to any other Consultant without prior written approval of the Competent Authority of Purchaser. In the event it is found that such practice has been indulged in, the contract is liable to be terminated without notice and the Consultant / Bidder is debarred all from future tender enquiries / work orders. However, in no circumstances a Consultant is permitted to subcontract any part of the contract to the bidders who had quoted for the concerned tender.
9. **AGENTS / AGENCY COMMISSION:** The seller confirms and declares to the buyer that the seller is the original manufacturer or authorized distributor/stockiest of original manufacturer of the stores referred to in this contract and has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommended to the Buyer or any of its functionaries, whether officially or unofficially, to the award of the Contract / Purchase order to the Seller; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The Seller agrees that if it is established at any time to the satisfaction of the Buyer that the present declaration is in any way incorrect or if at a later stage it is discovered by the Buyer that the Seller has engaged any such individual/firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this Contract / Purchase order, the Seller will be liable to refund that amount to the Buyer. The seller will also be debarred from participation in any RFQ/Tender for new projects/program with Buyer for a minimum period of five years. The buyer will also have a right to consider cancellation of the Contract either wholly or in part, without any entitlement or compensation to the Seller who shall in such event be liable to refund all payments made by the buyer in terms of the Contract along with interest at the rate of 2% per annum or 6% whichever is higher above LIBOR (London Inter Bank Offer Rate) (for foreign vendors) and base rate of SBI plus 2% (for Indian Vendors). The Buyer will also have the right to recover any such amount from any contracts concluded earlier with Buyer.
10. **USE OF UNDUE INFLUENCE / CORRUPT PRACTICES:** The Consultant / Bidder undertakes that he has not given, offered or promised to give, directly or indirectly any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the Purchaser or otherwise in procuring the contract or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the Contract with the Purchaser for showing or forbearing to show favour or disfavour to any person in relation to the Contract or any other Contract with the Purchaser. Any breach of the aforesaid undertaking by the Consultant / Bidder or any one employed by him or acting on his behalf (whether with or without the knowledge of the Consultant / Bidder) or the commission of any offence by the Consultant / Bidder or any one employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1980 or the Prevention of Corruption Act, 1947 or any other Act enacted for the prevention of corruption shall entitle the Purchaser to cancel the contract and all or any other contracts with the Consultant / Bidder and recover from the Consultant / Bidder the amount of any loss arising from such cancellation. A decision of the Purchaser or his nominee to the effect that a breach of the undertaking has been committed shall be final and binding on the Consultant / Bidder. The Consultant / Bidder shall not offer or agree to give any person in the employment of Purchaser any gift or consideration of any kind as "Inducement" or "reward" for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the contract/s. Any

breach of the aforesaid condition by the Consultant / Bidder or any one employed by them or acting on their behalf (whether with or without the knowledge of the Consultant / Bidder) or the commission of any offence by the Consultant / Bidder or by any one employed by them or acting on their behalf which shall be punishable under the Indian Penal Code 1980 or the Prevention of Corruption by Public Servants, shall entitle Purchaser to cancel the contract/s and all or any other contracts and then to recover from the Consultant / Bidder the amounts of any loss arising from such contracts' cancellation, including but not limited to imposition of penal damages, forfeiture of Security Deposit, encashment of the Bank Guarantee and refund of the amounts paid by the Purchaser. In case, it is found to the satisfaction of the Purchaser that the Consultant / Bidder has engaged an Agent or paid commission or influenced any person to obtain the contract as described in clauses relating to Agents / Agency Commission and use of undue Influence, the Consultant / Bidder, on a specific request of the Purchaser shall provide necessary information / inspection of the relevant financial documents / information.

11. BANNED OR DE-LISTED CONSULTANTS / FIRMS. The bidders declare 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.

12. DISPUTE RESOLUTION MECHANISM AND ARBITRATION

13. DISPUTE RESOLUTION MECHANISM (DRM)

- i) Any dispute/differences between the parties arising out of and in connection with the contract shall be settled amicably by mutual negotiations.
- ii) In case of non-settlement by (i) above, if at any time, before, during or after the contract period any unsettled claim, dispute or difference arose between the parties, upon or in relation to or in connection with or in any way touching or concerning this tender/agreement/order/contract, the same shall be referred to the concerned Functional Director. The Functional Director shall then nominate an Executive of the rank of General Manager whom he thinks fit and competent or a Committee of Executives who/which shall then scrutinise the claims/disputes that have been referred to the concerned functional Director and make efforts for amicable settlements by mutual discussions/negotiations.
- iii) In case no amicable settlement is arrived by (iii) above within a period of three months, then the Consultant shall approach Public Grievance Cell and address the disputes as per the provisions made under the relevant clause of the contract.
- iv) In case the issues/disputes do not get settled within a period of six months from the date of submission of the dispute to the Grievance Cell, then the Consultant may invoke Arbitration Clause of the contract.

14. ARBITRATION. Unresolved disputes/differences, if any, shall then be settled by arbitration. The Arbitration proceedings shall be conducted at Mumbai, India, in English Language, under the Arbitration & Conciliation Act, 1996. MDL prefers to have arbitration through Institutes such as Indian Council of Arbitration (ICA)/ICA-DR, with the mutual consent of the parties. In case of unresolved difference/dispute between the Purchaser and Consultant, being Central Public Sector

Enterprises/Central Govt. departments, the disputes shall be resolved firstly through mutual discussion or through the empowered agencies of the Govt. or through arbitration by reference by either party to the department of Public Enterprises, as per extant guidelines. If disputes/differences remain unresolved/unexecuted, the same shall be referred first to the Cabinet Secretariat and then, if necessary to the PMO.

15. JURISDICTION OF COURTS All contracts shall be deemed to have been wholly made in Mumbai and all claims there under are payable in Mumbai City and it is the distinct condition of the order that no suit or action for the purpose of enforcing any claim in respect of the order shall be instituted in any Court other than that situated in Mumbai City, Maharashtra State, India i.e. courts in Mumbai shall alone have jurisdiction to decide upon any dispute arising out of or in respect of the contract.
16. CONTRACT LABOUR (REGULATION & ABOLITION) ACT 1970
17. Consultant / Bidder shall obtain licence under Section 12 and 13 of the Contract Labour (Regulation & Abolition) Act, 1970 and rules made there under and the same should be kept valid at least until the expiry of contract with Purchaser. The registration and Licence under the Contract Labour (Regulation and Abolition) Act 1970 shall be renewed in time every year and if work continues for more than a year, a copy of the Licence is produced as and when demanded by the concerned authorities of Purchaser.
18. The Consultant / Bidder shall carryout his obligations and duties under the Contract Labour (Regulation & Abolition) Act, 1970 and the rules framed there under, but not limited to: -
  - i) Pay in time, on or before 7th of every succeeding month not less than the prescribed minimum wages (as stipulated under item V (a) or V (b) of the Form VI prescribed Under Rule (25) 1 of the Act as applicable.
  - ii) Disburse Wages in respect of workers working on Purchaser's jobs inside the premises under the supervision of nominated representative of the Purchaser.
  - iii) Production of Wage / Attendance Register along with E. S. I. & P. F. Statements to Corporate Personnel Department (from 8th to 15th of every succeeding month) for verification of the same as required under the Contract Labour (Regulation and Abolition) Act 1970.
  - iv) Forwarding to the respective Divisional Personnel Department a list of deductions and contributions duly effected from the salary / wages on Contract Labour engaged on Purchaser's jobs in respect of Employees' Provident Fund, Employees' Family Pension Fund and Employees' State Insurance Scheme, with reasons for non-deduction, if any, duly clarified by passing suitable remarks against the name of concerned employee on the list.
  - v) Comply with all the statutory regulations and requirements concerned with employment of contract labour on Purchaser's jobs and shall follow all orders / decisions of the Government in this respect. Consultant / Bidder shall furnish all the statutory half yearly returns / six monthly statements concerning with such contract labour to the Licensing Executive in Form No. XXIV as per Rule 82 (1) of Contract Labour (Regulation & Abolition) Act 1970 and also forward a copy of these with necessary statistical information of manpower employed to the Corporate Personnel Department.
19. In the event any employee/s of Consultant / Bidder is advised by the concerned Department to deploy their employees for job during weeklyoff, Sundays and holidays, the Consultant / Bidder must inform through Concerned Department the

name/s of the employee/s in the prescribed format to CISF / Security and to the concerned Divisional Personnel by mentioning specifically 'Compensatory - Off', before 3 days from the date actual payment.

20. MINIMUM WAGES ACT

21. The contractor / bidder shall pay to his employees not less than the minimum wages and allowances applicable to the Engineering Industry as notified from time to time by the by the Central Government or the State Government whichever is higher under the Minimum Wages Act. Bidder / Contractor shall be responsible for timely payment of wages of all his employees engaged in the Employer'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.

22. The Consultant / Bidder must settle all the pending dues of the employees i.e. arrears of wages, proportionate leave wages, proportionate bonus payment, etc.

23. Before winding up the site, the Consultant / Bidder shall pay all terminal dues to his employees such as Notice pay, Gratuity, Retrenchment compensation, etc.

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

25. Factories Act

26. The Consultant / Bidder shall observe all applicable Rules and Regulations stipulated under Factories Act applicable to contract labour.

27. The Consultant / Bidder shall maintain a separate register prescribed under the Act and pay Privilege Leave wages to all eligible employees.

28. On completion of execution of the contract and before winding up, the Consultant / Bidder shall pay proportionate Privilege Leave wages to all eligible employees.

29. Employees' Provident Funds and Miscellaneous Provisions Act, 1952

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

31. The Consultant / Bidder through his own P. F. code number shall fill in P. F. / Pension settlement forms of all the employees engaged in Purchaser's Yard, well in advance of last working day and forwards the said settlement forms to the respective P. F. Commissioner's office for settlement. Consultants who are yet to obtain PF code shall apply for Code no s to PF Commissioners Office & furnish copies of the same to Corporate Personnel Department. Purchaser shall recover PF dues from the Consultants running bills till such time the PF Code no is obtained.
32. The Consultant / Bidder may contact Corporate Personnel Department for the purpose to seek any / all clarification / necessary advice for completion of procedural work such as filling labour challans, E. S. I., P. F. - declaration forms, covering their labour under Group Insurance Policy, etc. An Administrative charge @ Rs. 10/- per employee per month for such consultancy will be recovered from all the Consultant from the bills of the respective contracts
33. Employees' State Insurance Act
34. The Consultant / Bidder should also cover all the eligible contract labourers working on MDL jobs, under the Employees' State Insurance Act and Scheme by furnishing necessary returns to appropriate authority and pay both employees' and employers' contributions in respect of these employees to the concerned authorities within 20 days from the close of every month. The Consultant shall produce copy of R. D. F. duly acknowledged by ESI local office for confirmation that the workmen are covered under ESI Act and Scheme.
35. Consultant / Bidder should produce proof of such remittances to Corporate Personnel Department of MDL along with full details of contributions etc. within 25 days from the close of month. He shall also give an undertaking that he will not engage any one on our work who is not duly covered under the said Act & Scheme. The contract employees who are out of coverage of ESI Act & Scheme should be covered under Group Insurance Policy linked with workman compensation Act. Those Bidders / Consultants do not have their ESI Code No.; they should submit documentary evidence of application for obtaining ESI Code no to Corporate Personnel Department.
36. SAFETY:
37. The Consultant / Bidder must observe all safety precautions in connection with the work to be performed by him, his agents or labourers. In the event of any accident happening in our yard resulting in loss of lives or otherwise damaging any part of the property, the Consultant shall be required to make good the loss to the Company and shall be responsible for all consequences that follow from the loss and / or injuries to the persons involved in such accidents. The standard of safety to be observed in the Company shall be decided by the Executive-in-Charge Safety, or any Executive appointed for the purpose before the commencement of work in the yard. It will be essential for Consultant to ascertain the standard precautions which Consultant is required to observe in discharging his work as per the standards prevalent in MDL. The decision of MDL in matters concerning Safety shall be final and binding on the Consultant.
38. The Consultant / Bidder shall be required to provide his workmen with Boiler Suits of any suitable colour other than blue or white, with the Name of the Consultant in prominent letters on the boiler suits along with personal protection gears like safety

shoes, hand gloves etc. workmen of the Consultant / Bidder must wear throughout their working while in the premises of MDL. Consultant's workmen working without safety gears are likely to be disallowed for work.

39. POLICE VERIFICATION OF EMPLOYEES

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

41. The Purchaser may extend the delivery schedule as mutually agreed, on receipt of written communication from the Consultant / Bidder regarding occurrence of 'Force Majeure' conditions, but not exceeding six months from the scheduled delivery date. If the 'Force Majeure' conditions extend beyond this period, the Purchaser shall have the right to cancel the order without any financial implication to the Purchaser or on terms mutually agreed to.

42. FORFEITURE OF EMD / BID BOND In cases of withdrawal of bid during validity period or during any extension granted thereof, non-acceptance of agreed conditions of Technical and or Commercial and or Price Negotiations, non-submission of the security deposit and / or non-acceptance of the order the EMD or bid security will be forfeited or encashed as the case may be.

43. FORFEITURE OF SECURITY DEPOSIT Non-performance of agreed terms and or default/breach by Bidder/ Consultant will result in forfeiture of security deposit with application of risk purchase provisions as felt appropriate by the Purchaser.

44. *FORFEITURE OF PERFORMANCE GUARANTEE In the event of Bidder/ Consultant failure to render consultancy services within a reasonable period of time, the Performance Bank Guarantee will be encashed by the Purchaser. The Purchaser's decision shall be final and binding on Bidder/ Consultant in this regard.*

45. SERVICES: The Services to be rendered shall be strictly in accordance with the Drawings/ Specifications/ Requirements indicated in the Tender Enquiry / Order with deviations, if any, as mutually accepted.

46. PROGRESS REPORTING & MONITORING Where so stipulated in the order, the Bidder / Consultant shall render such reports from time to time as regards the progress of the contract and in such a form as may be called for by the Purchaser.

47. CANCELLATION OF ORDER

48. The Purchaser reserves the right to cancel an order forthwith without any financial implications on either side, if services rendered/the progress of Services rendered is not to the satisfaction of Purchaser and failure on the part of the Bidder/ Consultant to comply with the delivery schedule is inevitable. In such an event the Bidder/ Consultant or shall repay all the advances together with interest at prevailing bank

rates from the date of receipt of such advances till date of repayment. The title of any property delivered to Purchaser will be reverted to the Bidder/ Consultant at his cost.

49. In case of breach / non-compliance of any of the agreed terms & conditions of order / contract. MDL reserves the right to recover consequential damages from the Consultant on account of such premature termination of contract.
50. In case of delay beyond agreed period for liquidated damages or 10 weeks from contractual delivery period whichever is earlier, MDL reserves the right to cancel the order and procure the order items / services from any available source at MDL's option & discretion and entirely at your risk and cost. Extra expenditure incurred by MDL in doing will be recoverable from Bidder/ Consultant.
51. TAXES & DUTIES / STATUTORY LEVIES. i) Bidder shall indicate separately the taxes and duties applicable in their offer. Taxes shall be paid as indicated in the Purchase Order/Contract. Tax deduction at source (TDS) will be effected wherever applicable from the bills of the Consultant as per statutes. ii) GST as per GST Laws shall be payable extra as quoted and agreed. iii) In case of purchases of goods/services from unregistered dealers under GST Laws, GST will be paid by MDL under reverse charge mechanism. iv) 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 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.v) 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 Consultant. 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. vi) 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, nonpayment 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. vii) 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. viii) 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). ix) 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. x) 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 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). xi) 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. xii) Wherever all-inclusive prices are quoted by the Bidder(s) without bifurcation of tax elements, no escalation 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. xiii) Taxes and other levies shall be deducted at source, wherever applicable, from the invoices of the Consultant / Bidder as per statutes. xiv) Any increase/decrease in taxes, duties & levies or introduction of new taxes due to change in the legislation shall be subject to adjustment. xv) If, in the price structure quoted for the required goods, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit prices shall prevail and the total price corrected accordingly. xvi) If there is an error in a total corresponding to the addition of subtraction of sub-totals, the sub-totals shall prevail and the total shall be corrected. xvii) If there is a discrepancy between words and figures, the amount in words shall prevail.

52. **TECHNOLOGICAL DEVELOPMENTS / MODIFICATIONS** The Bidder / Consultant shall unconditionally and free of cost to the Employer transfer information on technological developments / innovations / modifications which the Bidder / Consultant would evolve in future (within 3 years) in relation to the services rendered. To enable this, the Employer's address shall be added to the Consultant's / bidder's mailing list or database or any other document maintained for dissemination of product information and the Employer shall be informed of the action taken in this regard. If such improvements / modifications are brought in by the Consultant concurred by the Employer, the Bidder / Consultant shall incorporate such improved versions in the equipment without any extra cost to the Employer. If the Employer be desirous of getting incorporated all post supply modifications / improvements arising out of technological developments to the original equipment supplied by the Bidder / Consultant, the Bidder / Consultant, shall quote for and carry out all such modifications to the equipment. Where the whole or a portion of the equipment has been specifically developed by the Bidder / Consultant for the Owner and the latter would through the Employer be bearing the entire or part of the development cost incurred by the Bidder / Consultant, the design rights for the whole or portion thereof, of the equipment as appropriate, shall vest in the Owners. Prior approval of the Owner should be obtained before similar articles are sold / supplied to any other party other than the Owner. If such approval is given and sale

is effected, the Bidder / Consultant shall pay to the Owner royalty at the rate mutually agreed to.

53. PURCHASER'S RIGHT TO ACCEPT ANY BID, PART OF BID AND TO REJECT ANY OR ALL BIDS. The Purchaser reserves the right to accept and or reject any or all tenders and or to withdraw the tender in to and or award the contract / order in full or part to more than one Consultant without assigning any reason whatsoever and without thereby incurring any liability to the affected Bidder or Bidders or any obligations to inform the affected Bidder or Bidders of the grounds for MDL action.
54. BANNED OR DE-LISTED CONSULTANT'S / FIRMS The bidder 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.
55. CHANGE IN PERSONNEL: On receipt of written request from MDL, the Consultant shall immediately arrange for replacement of his personnel by personnel of comparable competence within the period of one-month from the date of intimation. The cost of such replacement shall be borne by the Consultant.
56. SERVICES OF NOTICES ON CONSULTANT: Any notice to be given to the Consultant under the terms of the contract shall be served by sending the same by post or leaving the same at the Consultant's principal place of business (or in the event of the Consultant being a company, to its registered office).
57. SERVICES OF NOTICES ON MDL: Any notice, to be given to MDL under the terms of the contract, shall be served by sending the same by post or leaving the same at MDL's address.
58. STATUS OF CONSULTANTS: i) The Consultant covenant that there shall not be any material change in their partnership deeds, shareholding, partners or its directors as the case may be during the subsistence of consultancy contract period.
59. 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 consultant shall deliver all these materials, data to MDL upon completion of the work and shall not use for any other purposes.
60. 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.(Engineer in Charge shall obtain Non-Disclosure Agreement (NDA) from the Consultant. The NDA to be signed by HOD(TS) and Consultant.)
61. Export lice & PATENT RIGHTS: Consultant hereby indemnify, protect and defend at Architect/consultant'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 consultant 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 Architect/ Consultant's liability under this provision shall be equal to the total fees of the Architect/Consultant.

62. IMMUNITY OF THE GOVERNMENT OF INDIA(APPLICABLE ONLY FOR ORDERS / CONTRACTS WITH USA / OTHER FOREIGN COMPANIES: It is expressly understood and agreed by and between M/s. (Bidder) and Mazagon Dock Limited, Dockyard Road, Mumbai - 400 010 (MDL) that finalisation of contract by MDL will be solely on its own behalf and not on the behalf of any person or entity. In particular, it is expressly understood and agreed that the Government of India is not a party to this Agreement and has no liabilities, obligations or rights hereunder. It is expressly understood and agreed that MDL is an independent legal entity with power and authority to enter into contracts solely in its own behalf under the applicable Laws of India and general principles of Contract Law. The (Bidder) expressly agrees, acknowledges and understands that MDL is not an agent, representative or delegate of the Government of India. It is further understood and agreed that the Government of India is not and shall not be liable for any acts, omissions and commissions, breaches or other wrongs arising out of the contract. Accordingly, (Bidder) hereby expressly waives, releases and foregoes any and all actions or claims, including cross claims, impleader claims or counter claims against the Government of India arising out of this contract and covenants not to sue Government of India in any manner, claim, cause of action or thing whatsoever arising of or under this Agreement.
63. DUTY OF PERSONNEL OF BIDDER: MDL being a Defence Organisation, the Bidder undertakes that their personnel deployed in connection with the entrusted work will not indulge in any activities other than the duties assigned to them.
64. COMMUNICATION & LANGUAGE FOR DOCUMENTATION: Any letter, facsimile message, e-mail intimation or notice sent to the Bidder at the last known address mentioned in the offer / order shall be deemed to be valid communication for the purpose of the order/contract. Unless stated otherwise by the Employer, Language for communication & all documentation shall be same, which the Employer has used in the tender enquiry.

**GENERAL CONDITIONS OF CONTRACT ACCEPTANCE FORMAT**

To,  
Mazagon Dock Shipbuilders Limited

**Tender Enquiry No** GEM/2025/B/6438054**Date:**.....

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

Company's Name &amp; Address:

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

Signature:

Date:

Name:

Designation:

Bidder's Company Seal:

**NOTES:**

1. Bidder(s) should carefully read the General Conditions of contracts (GCC) included in the tender prior to filling up this acceptance format.
2. This format should be properly filled, signed and returned by the bidder(s) along with their technical offer for considering their Bid.
3. Bidder(s) should indicate "ACC" for Accepted, "DEV" for Deviation Taken for each clause number in the above table.

4. 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.
5. GCC clause numbers shown in the above format also includes the sub-clauses under these clauses.

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

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

- VIII. If the vendor is registered under GST, vendor shall file all applicable returns under GST Laws in the stipulated time & any losses of tax credit to MDL arising due to delay in filing will be recovered from their invoice wherever MDL is eligible to avail tax credit. Any default towards payment of tax and / or uploading of monthly returns by supplier/contractor, MDL retains right to withhold payments towards tax portion until the same is corrected & complied by the supplier/contractor with the requirement of GST along with satisfactory evidence.
- IX. The rate sheet enclosed with the tender will indicate the rates to be entered under each head wherever applicable. Bidders must clearly mention the applicable Taxes & Duties. The item-wise rates (i.e. Basic+P&F+F&I) quoted in the Rate Sheet should exclude Taxes & Duties. Bidder should indicate GST rates as applicable separately under each of the head in the same Rate sheet, which will be paid extra based on tax invoice to the extent applicable. The GST will be applicable on total basic rate of each item (i.e. Basic + P&F + F&I).

**ENCLOSURE-7**

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

(On bidder's Letter Head)

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

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

COMPANY'S NAME & ADDRESS:

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

**DECLARATION BY BIDDER FOR CONFLICT OF INTEREST AMONG BIDDERS  
(On bidder's Letter Head)**

Tender No.: GEM/2025/B/6438054

Dated:.....

I have read the tender clause for "CONFLICT OF INTEREST AMONG BIDDERS";

I certify that our Firm M/s.....is not having any conflict of interest with any bidder/agent participating in this bidding process.

I hereby certify that our Firm M/s.....fulfils all requirements in this regard and is eligible to be considered for subject tender.

COMPANY'S NAME & ADDRESS:

\_\_\_\_\_

SIGNATURE:

DATE:

\_\_\_\_\_

NAME:

DESIGNATION:

\_\_\_\_\_

BIDDER'S COMPANY SEAL:

**DECLARATION CERTIFICATE FOR LOCAL CONTENT**  
**(Tender value Less than Rs.10 Crores)**

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

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

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

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

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

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

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have read and understood the requirement of local content (LC) and same is specified as percentage calculated in accordance with the definition provided at clause 2 of revised Public Procurement (preference to Make in India) Order 2017.  
 "Local content" as per above order means the amount of value added in India which shall be the total value of items procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value in percent."
- (c) I have satisfied myself that the goods/services/works to be delivered in terms of the above-specified bid comply with the local content requirements as specified in the tender for 'Class-I Local Supplier' / 'Class-II Local Supplier', and as above.
- (d) The local content calculated using the definition given above are as under:

Tender Item Sr No	Local content calculated as above %	Location of local value addition
For all line items		

**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.**

- (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:**  
**Seal / Stamp of Bidder**

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

**ACTUAL LOCAL CONTENT CERTIFICATE**

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

Note 2: In cases of PO / Contract value in excess of Rs. 10 Crores, the supplier shall provide this certificate from statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of supplier other than companies) giving the percentage of local content.

**LOCAL CONTENT DECLARATION (post execution of contract / PO) BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CORPORATION, PARTNERSHIP OR INDIVIDUAL) IN RESPECT OF CONTRACT No./ PO No..... ISSUED BY:**

(Name of Firm): .....

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

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

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

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

Tender Item Sr No	Local content calculated as above %	Imported content including all custom duties (%)	Bid price in percentage only, excluding net domestic indirect taxes (%)	Location of value addition

(c) I declare the following in respect of the goods/services/works delivered in terms of the above-specified PO / Contract

(i) It contains the import content (including Customs duties) to the tune of --- Percent

(ii) The relevant rate(s) of exchange against the appropriate currency used in execution of this PO / Contract are given in the table below:

Currency	Rates of exchange	Date of exchange rate
US Dollar		
Euro		
Others		

f) The local content calculated using the declaration given at the time of Bid, and the above rates of exchange is as under:

Tender Item Sr No	Local content calculated as above %	Imported Content including all custom duties (%)	Bid price in percentage only, excluding net Domestic indirect taxes(%)	Location of value addition

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

(g) 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 04.06.2020 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.

- (h) 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 04.06.2020.

**SIGNATURE:**

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

**Seal / Stamp of Bidder**

**PROFORMA OF EMD FOR ONLINE PAYMENT****1. MDL'S BANK ACCOUNT DETAILS:**

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

**2. DETAILS OF REMITTANCE TO MDL'S BANK ACCOUNT:**

*(To be filled in by the vendors/firms making remittance of funds in MDL'S Bank Account)*

<b>Date of Remittance</b>	<b>Name of Firm</b>	<b>UT R No.</b>	<b>MDL tender/PO. Ref No.</b>	<b>Nature of Remittance viz. Performance Bank Guarantee</b>	<b>Amount Remitted (₹)</b>
			<b>MDL Tender No. <u>GEM/2025/B/6438054</u></b>		

\_\_\_\_\_  
**Signature of Bidder**

3. SAP Parked document No: \_\_\_\_\_ Date: \_\_\_\_\_  
*(To be filled in by MDL's Commercial Executive)*

**Note:** Sr. No.2 and 3 above will be filled in by the Bidder and MDL Commercial Executive respectively and the form forwarded to Treasury Section for posting of SAP Document to the respective Bank Account

**PROFORMA BANK GUARANTEE FOR EMD**  
**(On Non-Judicial stamp paper of value Rs. 500/-)**

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 Company" which expression shall, unless it be repugnant or contrary to the subject or context thereof, be deemed to mean and include its successors and assigns) having agreed to accept the Earnest Money Deposit (EMD) of Rs----- (Rupees----- only) in the form of Bank Guarantee from Messers ..... a partnership firm/sole proprietor business/a company registered under the Companies Act, 1956 having its office at .....(hereinafter called " the tenderer" which expression shall, unless it be repugnant or contrary to the subject or context thereof, be deemed to mean and include its successors and assigns) for participating in the Tender no.....dated.....(hereinafter called "the tender" which expression shall include any amendments/alterations to "the tender" issued by "the Company") for the supply, delivery at site, installation and commissioning of certain equipment, item/services/civil works etc., We, ..... Bank having office at..... (hereinafter referred to as "the Bank" which expression shall include its successors and assigns) hereby agree to pay to the Company without any demur on first demand an amount not exceeding Rs..... (Rupees.....only) against any loss or damage, costs, charges and expenses caused to or suffered by the Company by reason of non-performance and non-fulfillment or for any breach on the part of the tenderer of any of the terms and conditions of the said tender.
2. We, ..... Bank further agree that the Company shall be sole judge whether the said tenderer has failed to perform or fulfill the said tender in terms thereof or committed breach of any terms and conditions of the tender the extent of loss, damage, cost, charges and expenses suffered or incurred or would be suffered or incurred by the Company on account thereof and we waive in the favor of the Company all the rights and defenses 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 not withstanding any dispute raised by the tenderer or any suit or other legal proceedings including arbitration pending before any court, tribunal or arbitrator relating thereto, our liability under this guarantee being absolute and unconditional.
4. We, ..... Bank further agree with the Company that the Company shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said tender/or to extend time of performance by the tenderer from time to time or to postpone for any time to time any of the powers exercisable by the Company against the tenderer and to forbear to enforce any of the terms and conditions relating to the tender and we shall not be relieved from our liability by reason of any such variation or extension being granted to the tenderer or for any forbearance, actor omission on the part of the Company or any indulgence by the Company to the tenderer or by any

such matter or things whatsoever which under the law relating to sureties would have the effect of relieving us.

5. We, ..... Bank further undertake not to revoke this guarantee during its currency except with the previous consent of the Company in writing.
6. We, ..... Bank also agree that the Bank's liability under this guarantee shall not be affected by any change in the constitution of the tenderer or dissolution or winding up of the business of the tenderer.
7. Notwithstanding anything contained herein above: i) Our liability under this guarantee shall not exceed Rs.....  
ii) This Bank Guarantee shall be valid to and including .....; and  
iii) We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before ..... (validity + --- weeks from the date of expiry of this guarantee).
8. This Guarantee shall be governed by Indian laws and the Courts at Mumbai, India shall have the exclusive jurisdiction.

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

For ..... Bank (by its constituted attorney or the person authorized to sign)

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

**PROFORMA BANK GUARANTEE FOR PERFORMANCE SECURITY DEPOSIT  
(ILLUSTRATIVE FORMAT)****After PO** (On Non-Judicial stamp paper of value Rs.500/-)

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% 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 guarantee 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 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 Bank'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 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 ..... Surety  
(by its constituted attorney)  
(Signature of a person authorised to sign on behalf of "the Surety")

**Address Label**

Please cut & Affix Address label given below on the envelope for sending EMD

**Sub: "Appointment of GRIHA consultant", for MDL. Mumbai**  
**Ref: MDL Tender No. GEM/2025/B/6438054**

**EMD**

**To,**

**Head of Department (OTS),  
OTS Department, OTS-TS section  
6<sup>th</sup> Floor, Service Block Bldg., NY.  
Mazagon Dock Shipbuilders Limited,  
Dock Yard Road, Mumbai – 400010.**

**From,**

----- ✂ -----  
===== ✂

