



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 Bidder, on GEM procurement portal for the Work/Services as detailed in this tender document:

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

MAZAGON DOCK SHIPBUILDERS LIMITED INVITES ON-LINE COMPETITIVE BIDS from reputed Bidders / Suppliers in TWO BID SYSTEM (Part-I Techno Commercial Bid and Part-II Price Bid) on GEM PORTAL for the following Scope of Work / Supplies, terms and conditions:

- 1. Description of Work/Supplies/Services:** “Structural” Health Assessment (SHA) of Shipyard House, Safdarjung Enclave, New Delhi.

Detailed Scope of Work: **As per Enclosure- 21**

- 2. DEVIATIONS** - Deviations, if any, from Terms, Conditions & Technical requirements specified in the Tender Enquiry, GCC, should be clarified from MDL well before the closing date of the tender. Deviations put up along with the tender is generally discouraged and not accepted.
 - a) 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.

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b) MDL reserves the right to seek clarification/ deficient documents from all the bidders quoted against the tender in the following cases: If number of the techno-commercially qualified bids are less than X+5 where X is the number of order proposed to be placed.

3. CORRIGENDUM TO THE TENDER:

i. Before the deadline for submitting bids, MDL may update, amend, modify, or supplement the information, assessment or assumptions contained in the Tender Document by issuing a corrigendum.

ii. The corrigendum shall be published in the same manner as the original Tender Document. Without any liability or obligation, the Portal may send intimation of such corrigendum to bidders who have downloaded the document under their login. However, the bidders' responsibility is to check the website(s) for any corrigendum. Any corrigendum thus issued shall be considered a part of the Tender Document. To give reasonable time to the prospective bidders to take such corrigendum into account in preparing their bids, MDL may suitably extend the deadline for the bid submission, as necessary. After MDL makes such modifications, any Bidder who has submitted his bid in response to the original invitation shall have the opportunity to either withdraw his bid or re-submit his bid superseding the original bid within the extended time of submission.

4. CLAIMS BY FIRMS: No claims by the firms will be entertained after 03 years from completion of the contract.

5. Review/Approval of Deliverables: Not applicable

6. Defect Liability Period: Not applicable

7. Bidder Eligibility Criteria:

7.1 Bidder: The bidder should be a sole proprietorship, registered partnership firm, limited liability partnership (LLP), Public Limited Company, Private Limited Company, Registered, One Person Company (OPC) including any other entries registered and/ or incorporated, as the case may be in India and should have been in existence in its current form for a minimum period of Five (05) years, reckoned as on 31 March 2025.

7.2 Joint Venture (JV), Consortium, Special Purpose Vehicle (SPV) or similar associations shall not be eligible for bidding under this RFP. Past experience of bidders having worked as a partner in any JV, Consortium or associations will also not be considered.

7.3 Bidder should not have been debarred/ blacklisted during the last three years. However, hiding of the facts or non-compliance by the bidder in this regard would be punishable under existing laws and would lead to rescinding or termination of the work if information relating to debarment or blacklisting is brought to the knowledge of MDL even during the currency of the contract brought forward at a later stage.

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

8.1.1 Technical PQC Particular experience- Bidder's experience of having successfully completed similar works during last 7 years ending 28.02.2026 be either of the following:

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8.1.1.1 Three similar* completed works each costing not less than **₹4.30 Lakhs.**

OR

8.1.1.2 Two similar* completed works each costing not less than **₹5.37 Lakhs.**

OR

8.1.1.3 One similar* completed work costing not less than **₹8.60 Lakhs.**

***Similar Work:** “Similar work shall mean “Consultancy Services for carried out work of **“Structural Audit of Building/Structural Health condition Assessment of Building/Non-Destructive Testing (NDT) of Building.”**”

In respect of the above, following shall be applicable

- i. The completed work cited must explicitly be a Structural Audit of buildings /Structural Health condition assessment of buildings/Non-Destructive Testing (NDT) of buildings and not a design work.
- ii. The Consultant/Company/Agency must demonstrate experience in conducting Structural Audit/Health Assessment of buildings with at least 05 years of experience in the said domain. Incorporation certificate to be submitted.
- iii. Similar completed works referred above means each work and not all works put together.
- iv. Successfully completed or substantially completed (based on functional consideration) similar works can also be considered for above similar works. Substantial completion shall be based on 80 (eighty) per cent (value wise) or more works completed under the contract.
- v. Client Certificate for ‘substantial project/work/asset should contain two parts. Part-I shall ‘Financial value of work done’ or client certified invoice and Part-II shall contain; certificate of functional completion of project/work/asset’.
- vi. The work executed by the bidders for their in-house or capital use will not be considered for the purpose of bidder’s experience of completion of similar works.
- vii. The work executed under labour rate where input materials are supplied by client shall not be considered as experience in similar completed works.
- viii. Documentary evidence in support of similar completed works viz., copies of Work Order(s)/Contract Agreement(s) indicating contract amount, Project/Work value, Scope of Work etc. & Work Completion Certificate(s) issued by the Client(s) indicating proper reference of the Work Order/Contract Agreement & date of Completion shall be required to be

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submitted by the prospective bidders at the time of submission of online offer under appropriate/ relevant head.

- ix. In case Projects submitted by the firm is carried out for a Project where the firm has formed Joint Venture/Consortium, the share of the firm in the Joint Venture/Consortium shall be considered for turnover/ prior experience.
- x. **Personnel Capability:** The prospective contractor's Key Personnel should meet the requirements of qualification and experience as indicated hereunder:

Sr. No.	Minimum Qualification of Technical Representative & Discipline	Designation	Minimum Experience	Number	Duration
1.	Bachelor's Degree in Civil Engineering (B.E./B.Tech) from a recognised University. A Master's Degree (M.E./ M. Tech) in Structural Engineering is preferred.	Structural Engineer.	5 Years	1 No.	Throughout the entire project duration

Note :

- i. On award of work, the Consultant would be required to submit an organogram for deployment of requisite manpower at site as well as office. Monthly deployment of staff means working for 26 days in a month.
- ii. The key personnel requirement indicated in the above table is mandatory requirement and actual manpower (Technical as well as non-Technical) required for execution of the work on Item Rate basis shall commensurate with the scope/nature of subject matter work and be engaged/deputed by the prospective vendor as & when required to meet the project timeline.

8.2 Commercial PQC

- 8.2.1 Submission of requisite Instrument in support of Bid Security viz. EMD/Proof of EMD Exemption.
- 8.2.2 Submission of Valid Bidder's Shop & Establishment Registration Certificate or Certification of Incorporation from Registrar of Companies or registration certificate from registrar of firms.

8.3 Financial Capabilities Bidder's average Audited Annual financial turnover during last 3 years ending 31st March 2025 should be at least **Rs.2.73 Lakhs** as per the annual report or audited balance sheet and profit and loss account of the relevant period, duly authenticated by a Chartered Accountant/ Cost Accountant.

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8.4 Equipment Capability: The Prospective bidders will require to either possess or have valid agreements to hire/lease the essential minimum equipment to cater the need of executing subject matter work mainly comprising of NDT etc., however, not restricted/limited to.

8.5 Clarification of Bids/Shortfall documents:

- i. During evaluation and comparison of bids, MDL may, at its discretion, ask the bidder for clarifications on the bid.
- ii. Reasonable & fair opportunity may be provided to all the bidders for furnishing shortfall documents.
- iii. If, the prospective bidders fail to submit the requisite clarifications/ respond by a specified date, his offer will be liable to be rejected.

8.6 Start-ups shall not be given any relaxation in prior turnover and prior experience.

8.7 MSE shall be given 100% relaxation of prior turnover criteria subject to meeting of quality and technical specifications. However, there shall not be any relaxation in prior experience criteria. MSEs vendor shall meet prior experience criteria.

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

9. Earnest Money Deposit (EMD):

9.1 Bidders shall furnish EMD of **₹18,216.00 (Rupees Eighteen Thousand Two Hundred Sixteen Only)**, against this tender.

9.1.1 The EMD shall be obtained by way of NEFT / Demand Draft / Pay order / Bank Guarantee / Insurance Security Bond / eBank Guarantee drawn in favour of Mazagon Dock Shipbuilders Limited, Mumbai 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 Cooperative banks or Regional Rural Banks).

9.1.2 EMD can be paid online through the link mazagondock.in/onlinepayment.aspx Or following the steps listed below:

- Go to 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.

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

Beneficiary's Name	Mazagon Dock Shipbuilders Limited
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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.	MUMMM02076E

- 9.1.4 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-12** 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).
- 9.1.5 EMD can also be submitted in the form of Bank Guarantee in the prescribed format at **Enclosure-15**. 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 one month. The original of the scanned copy of EMD (BG) should reach HOD (C)/ Dealing Executive within seven days of the tender closing date.
- 9.1.6 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.

- 9.1.7 The Scanned Copy of the Bank Guarantee towards EMD shall be uploaded in the Techno-commercial bid (Part-I).
- 9.1.8 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 1730 hrs. Timely

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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-27**

- 9.1.9 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.
- 9.1.10 Refund of EMD in all the cases shall be without interest as stated below:
- i. EMD will be refunded to the techno-commercially 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.
- 9.1.11 The Earnest Money Deposit shall be forfeited by MDL in the following events:
- 9.1.12 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.
- 9.1.13 If the successful bidder declines acceptance of order.

9.2 बयाना राशि जमा करने से छूट/बोली प्रतिज्ञापत्र / EXEMPTION FROM SUBMISSION OF EMD/BID BOND:

- 9.2.1 State & Central Government of India Departments & Public Sector Undertakings.
- 9.2.2 Firms registered with MDL. To qualify for EMD exemption, firms should necessarily submit valid copy of the Registration Certificate issued by MDL under materials group **C030004 (Consultancy Services)** 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.
- 9.2.3 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 items/services 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.

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- 9.2.4 Start-ups as recognized by Department of Industrial Policy and Promotion (DIPP).
- 9.2.5 Firms registered with NSIC under its “Single Point Registration Scheme”. (Exemption will apply only to consultancy services for which they are registered. To qualify for EMD exemption, firms should necessarily submit valid copy of the Registration Certificate along with the list of consultancy services for which they are registered, as issued by NSIC, in Part-I offer / bid. Firms in the process of obtaining NSIC registration will not be considered for EMD exemption.
- 9.2.6 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.

Note: Traders/Dealers/Distributors/Stockiest/Wholesalers are excluded from the purview of this EMD exemption

- 9.2.7 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.

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

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

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

- a. Bidder's Undertaking at **Enclosure-1.**
- b. Acceptance on clauses of Additional SLA in the Prescribed Format **appearing online** stating 'Accepted' OR 'Not Accepted' as applicable for each of the clause in the format attached at **Enclosure-2.**
- c. Acceptance on clauses of General Conditions of Contract (GCC) in the Prescribed Format appearing online stating 'Accepted' OR 'Not Accepted' as applicable for each of the clause in the format attached at **Enclosure-4.**
- d. Deviations, if any, from Terms, Conditions & Technical requirements specified in the Tender Enquiry, GCC with reasons thereof shall be clearly indicated against the relevant clause(s) in the format attached at **Enclosure-5.**
- e. Documentary evidence in support of Past experience and Performance on Similar work(s) as stipulated under Scope of work and Terms of Reference, as applicable in the format attached at **Enclosure-7**
- f. List of Key Personnel available for this Project, in the format attached at **Enclosure-9**

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- g. Bidder shall submit Declaration certificate for Local Content as per **TEF Clause No. 40** and in the format attached at **Enclosure-10(A)**. **A Sample filled up Form is appended for reference.**
- h. Bidder shall submit Declaration in respect of restriction under Rule 144 (xi) of the General Financial Rules (GFRs), 2017 **TEF Clause No. 41** in the format attached at **Enclosure-10 (E)**.
- i. The scanned image of BG towards Earnest Money Deposit (EMD) / BID BOND as stipulated in TEF Clause EMD shall be uploaded. The original of the above BG towards Earnest Money Deposit (EMD) / BID BOND shall be sent by Registered Post/Speed Post/Courier in a sealed envelope super scribing Tender Enquiry No. and Due date, so as to reach within 07 Days from the closing date of the tender during office working hours i.e. up to 1730 hrs, addressed **to,**

**Head of the Department (OTS),
OTS- Department, OTS-TS Section
6th Floor, Service Block Building,
Mazagon Dock Shipbuilders Limited,
Dock Yard Road,
Mumbai – 400010 (INDIA)**

- j. In case Bidder is registered with NSIC in the relevant category as defined in the similar work, bidder may upload scanned copy(s) of Valid Registration Certificate along with the list of items / services for which they are registered with NSIC. Similarly, Bidders registered as Micro / Small Enterprises (MSEs) shall upload scanned copy(s) of Valid UDYAM Registration Certificate, issued by the Competent Authority.
- k. Bidder shall submit Declaration in respect debarred under Public Procurement Policy (PPP) Make In India (MII) **TEF Clause No.40** order, in the format attached at **Enclosure-10 (F)**.
- l. Bidder shall submit Declaration for Banned or delisted Tenderer/firms/Vendors as per **TEF Clause No.38** and in the format attached at **Enclosure-11**.
- m. Online transfer or NEFT Receipt.
- n. Scanned copy of **GST Registration Certificate & Permanent Account Number (PAN)**.
- o. Bidder should have valid ESIC code as per ESIC act and PF code- Bidder should have valid registration with Employees Provident Fund Organization under 'EPF and Miscellaneous Provisions Act, 1952'
- p. Scanned copy of Valid Bidder's Shop & Establishment Registration Certificate or Certification of Incorporation from Registrar of Companies or registration certificate from Registrar of firms.
- q. In case of Bidder registered with Mazagon Dock Shipbuilders Limited **may upload scanned copy** of Valid Registration Certificate issued by MDL, for the items/services for which the offer is being submitted.
- r. Power of Attorney, in case of a Limited or Private Limited Company or a corporation.
- s. CHECKLIST OF SUBMITTALS attached along with online Technical Bid as per format at **Enclosure-26**.
- t. Declaration in respect of Conflict of Interest among Bidders/Agents- **Enclosure-29** to be filled and submitted duly signed and stamped.
- u. Signed copy of Corrigendum if issued by MDL.
- v. Submission of blank rate sheet at **Enclosure-19** indicating quoted / not quoted against rate, GST % & HSN Code.

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- i) MDL has a right to verify / cross verification of authenticity of the scanned documents with respect to original submitted against this tender.
- ii) The bidder is requested to **ensure that all the documents asked for are submitted** and are clear, legible & duly signed (i.e. self-attested), as it would save considerable time without necessitating the need for furnishing of the documents again by them. The bidder is also requested **not to submit unnecessary documents not asked for, like signed & stamped copy of this Tender document, etc.**
- iii) Bidders are requested to ensure that only relevant documents complete in all respect as indicated in the tender should be attached with their offer. The first page of every uploaded set of scanned document shall be with an index of its contents. The evaluation of the offers will be carried out and bidders will be qualified based on the documents received along with their offer.
- iv) MDL reserves the right to seek clarification/ deficient documents from all the bidders quoted against the tender.
- v) The bidder is required to compulsorily select “ACCEPTED” or “DEVIATION” from the choices available against the relevant Para no. /Clause no. of TEF/GCC (as applicable). In case “DEVIATION” is selected against a particular Para no. /Clause no., it would be mandatory to explain the deviation proposed by the bidder in the Deviation form at **Enclosure-5**. Any deviation(s) mentioned elsewhere in the Offer/Bid, other than in the said forms, will not be considered.

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

12. 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 Gem-portal
- (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 will 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.

13. Bid Evaluation Criteria:

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

14. Parallel Contract: Not applicable.

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15. Pricing:

- a. The bidder shall quote the prices of all items and detailed scope of work.
- b. While quoting Bidder should also indicate GST%, CESS (wherever applicable) as per GEM RATE SHEET. The prices quoted shall remain firm and fixed during the tenure of the contract.
- c. All the services as specified in the PRICE BID, shall be given by the bidder, at his own cost and the price quoted shall be deemed to be inclusive of all applicable taxes, transportation, accommodation, food, travel, local conveyance, etc.
- d. MDL shall not be bound by any printed conditions or provisions in the bidder's bid forms or acknowledgement of Order/Contract, invoices, packing list and other documents which purport to impose any conditions at variance with or supplemental to Order/Contract.
- e. Bidders have to quote strictly as per the rate sheet available on GEM with respect to scope specified in the tender.
- f. Bidder has to give confirmation in their technical bid that they have quoted for all line items by filling "Quoted/Not Quoted" in the **Enclosure-19**.

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

17. Completion Period: The Completion period for entire work shall be 01 month excluding 7 days mobilization period from date of placement of order and acceptance by consultant.

18. Mobilization: 7 Days from the date of placement of order.

19. TAXES & DUTIES:

- i. GST as per GST Laws shall be payable extra as quoted and agreed.
- ii. In case of purchases of goods/services from unregistered dealers under GST Laws, GST will be paid by MDL under reverse charge mechanism.
- iii. Benefits from reduction in rate of tax/ITC are required to be passed on to consumer. Where "applicable GST" has been quoted as extra, Goods and service providers (except un-registered dealers under GST Law) have to submit declaration that they have complied with 'Anti-profiteering clause' under GST Law. Such declaration be given in technical bid.
- iv. If the vendor is registered under GST, vendor shall mention the HSN code for goods &/or SAC for services in their tax invoice, etc. These codes must be in accordance with GST Laws and responsibility of specifying correct HSN codes for goods &/or SAC for services is that of the vendor. MDL shall not be responsible for any error in HSN code for goods &/or SAC for services specified by supplier / consultant. Supplier /Consultant shall pay penalty and/ or interest imposed on MDL or any loss due to delay in availing ITC by MDL or any loss of ITC to MDL due to errors by vendors at any stage. MDL reserves right to recover any such interest, penalty or loss from any amount due to Supplier /Consultant or otherwise.
- v. In case, MDL is unable to avail ITC, supplier/consultant at their own cost shall rectify the shortcoming in the returns to be filed immediately thereafter. Further, if the ITC is delayed / denied to MDL / reversed subsequently as per GST Laws due to non / delayed receipt of goods and / or services and / or tax invoice or expiry of timelines prescribed in GST Laws for availing ITC, non-payment of taxes or non-filing of returns or any other reason not attributable to MDL, Supplier /Consultant shall pay any loss of amount along with interest and penalty on MDL under GST Laws for the number of days the ITC was delayed. If the short coming is not rectified by

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supplier/consultant and MDL ends up in reversal of credits and / or payments, supplier /consultant is fully liable for making good all the loss incurred by MDL. MDL reserves right to recover any interest, penalty or loss from any amount due to Supplier /Consultant or otherwise.

- vi. If the vendor is registered under GST, the GST registration number (15 digit GSTIN) issued by GOI shall be mandatorily provided by the vendor. Vendor having multiple business verticals within state / at multiple states with separate GST registration numbers shall forward GSTIN of only that vertical which is involved in supply of goods and/or services. MDL GSTIN is **27AAACM8029J1ZA** and vendor shall mention the same while invoicing and avoid any data entry error on GST portal.
- vii. If the vendor is registered under GST, Vendor shall ensure timely submission of invoice as per the provisions / requirement / timeline promulgated by GOI in relation to GST Law with all required supporting documents to enable MDL to avail input tax credit promptly. The vendors invoice inter alia should contain GSTIN of vendor, GSTIN of MDL (i.e. **27AAACM8029J1ZA**), GST tax rate separately, HSN code wise goods or services, place of supply, signature of vendor, etc. Original invoice needs to be submitted to Bill Receipt Centre at MDL gate, and a copy of the invoice should be given to the goods receiving section (GRS).
- viii. If the vendor is registered under GST, vendor shall file all applicable returns under GST Laws in the stipulated time & any losses of tax credit to MDL arising due to delay in filing will be recovered from their invoice wherever MDL is eligible to avail tax credit. Any default towards payment of tax and / or uploading of monthly returns by supplier/consultant, MDL retains right to withhold payments towards tax portion until the same is corrected & complied by the supplier/consultant with the requirement of GST along with satisfactory evidence.
- ix. The rate sheet enclosed with the tender will indicate the rates to be entered under each head wherever applicable. Bidders must clearly mention the applicable Taxes & Duties unless otherwise stated in tender. The item-wise rates (i.e. Basic +P&F+F&I) quoted in the Rate Sheet should exclude Taxes & Duties. Bidder should indicate GST rates as applicable separately under each of the head in the same Rate sheet, which will be paid extra based on tax invoice to the extent applicable. The GST will be applicable on total basic rate of each item (i.e. Basic + P&F + F&I).
- x. Bidder(s) will not be entitled to any increase in rate of taxes occurring during the period of extended delivery schedule, if there is delay in supply / completion attributed to him. However, if there is a decrease in taxes, the same must be passed on to MDL.
- xi. Wherever all-inclusive prices are quoted by the Bidder(s) without bifurcation of tax elements, no Price Variation can be considered in respect of any variations in statutory levies arising subsequently because of the absence of the required base figures in the purchase order / contract.
- xii. Taxes and other levies shall be deducted at source, wherever applicable, from the invoices of the Consultant/Bidder as per statutes.
- xiii. Any increase/decrease in taxes, duties & levies or introduction of new taxes due to change in the legislation shall be subject to adjustment During currency of the original contract period.

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

- i. The payment for work done after reducing any deductibles and/or the amount leviable towards liquidated damages, if any and after including statutory taxes, duties and levies as applicable will be made through RTGS/NEFT/ECS as per the actual quantities of the work executed by way

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of running account invoices per item basis (R. A.) Preferably as on monthly basis.

- ii. The invoices must be submitted in four copies (**1-Original + 3 copies**) along with the joint measurements taken at site duly approved by the designated representatives of the Technical Services department.
- iii. The payment against invoices will be made within 15 days of its receipt in MDL provided submission of invoice in totality along with all the necessary documents, copy(s) of invoices, SAP generated work completion certificate indicating deduction if any duly signed & stamped by MDL etc.,
- iv. Before submission of the final bill, the Consultant should sign and submit the following:
 - a. Actual Local Content Certificate as per **Enclosure-10 (C)**
 - b. A "No Claim Certificate" indicating that he has no claim against the company under the contract except as included in the final bill.
- v. **Electronic Invoicing System (EIS):** In any preceding financial year from 2017-18 onwards Consultant whose turnover is more than **₹ 5 Crores** on award of Purchase order, need to issue E invoice to MDL, which has an Invoice Registration Number (IRN) and a Quick Response (QR) code. An invoice without an IRN and QR code will be treated as an invalid invoice and MDL will not be entitled for Input Tax Credit (ITC)/ GST on a vendor Invoice which is not compliant with the above invoice notification.
- vi. **Vendor's self-declaration:** Wherever GST is applicable, payment will be released against **e-Invoice** (refer **TEF Clause No. 20.1.vii**) or Invoice accompanied with **Vendor's self-declaration** stating that "**we do not fall under the category of registered persons notified under Rule 48(4) of the Central GST Rules, 2017 and we are not required to comply with the e-Invoicing provisions under GST Act, as our aggregate turnover in any preceding financial year from 2017-18 onwards has not exceeded ₹ 5 Crore as per GST Act**"
- vii. **Alternate MSME vendor payment through TReDS:**

In order to address the financial needs of MSME firms, GoI has introduced a platform for facilitating the financing of trade receivables of MSMEs from buyers, through multiple financiers which is termed as Trade Receivables Discounting System (TReDS). At TReDS, auctioning of invoices at competitive & transparent environment is done by financiers based on Buyer's credit profile.

MDL is registered on the "Invoicemart" TReDS platform and M1xchange of M/s Mynd Solutions Pvt. Ltd. Further, MDL has entered into an agreement with M/s.Receivables Exchange of Indica Limited (RXIL) for registration on TreDs platform. As a special gesture, all the above three discounting platforms i.e M/s.RXIL, Invoice Mart and M1Exchange have offered waiver of registration / on boarding fees to MDL Vendors MSME bidders desirous to receive payments through TReDS platform may avail the facility if they are already registered on

1. "Invoicemart" TReDS platform or by registering on it.
Contact details at "Invoicemart" TReDS platform are as below:
022 6235 7373 and a new mail id service@invoicemart.com.

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

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

+91	9920455374	Ms.	Ashwathi	Jayandran
email id	ashwathi.jayandran@m1xchange.com			
+91	8839915724	Ms.	Prinyaka	Shah
id	prinyaka.shah@m1xchange.com			Email

21. Site Visit for Quoting: Prior to submission of your quotation, for any technical clarification if required bidders may contact Mr. Vivek More, DGM(TS-Civil), MDL on Telephone No 2376 4223, mail id: vsmore@mazdock.com.

22. 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.

23. CONTRACT PERFORMANCE GUARANTEE:

23.1 Retention Money: Retention Money shall be recovered @10% of the value of work done from each RA bill. Half of the amount so retained shall be refunded to the Contractor after completion of the work and balance half shall be refunded after clearance from Engineer Incharge of TS Dept. after completion of work completion date + 2 Months.

23.2 In case the Contractor submits Performance Bank Guarantee, the amount so retained shall be refunded to the Contractor on receipt of confirmation from the bank.

23.3 Performance Bank Guarantee:

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

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

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

24. Progress Report:

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

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

25. Consultant's Obligation:

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

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

26. PURCHASE PREFERENCE TO MAKE IN INDIA:

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

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

- (i) **Local content:** Local content means the amount of value added in India which shall be the total value of item (goods, services or works or their combination) under procurement (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value in percent. Different definition of Local Content may be specified by the Nodal Ministry for items assigned to them, which will prevail over above.

- (a) To ensure that imported items sourced locally from resellers/distributors are excluded from calculation of local content, procuring entities to obtain from bidders, the cost of such locally-sourced imported items (Inclusive of taxes) along with breakup on license / royalties paid / technical expertise cost etc. sourced

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from outside India. For items sold by bidder as reseller, OEM certificate for country of origin to be submitted.

Note: 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.

- (b) **“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
 - (c) **“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.
 - (d) **“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.
 - (e) “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.
 - (f) “Margin of Purchase Preference” means the maximum extent to which the price quoted by a “Class-I Local Supplier” may be above the L1 for the purpose of purchase preference. The margin of purchase preference for the present tender is 20%.
 - (g) “Nodal Ministry” means the Ministry or Department identified pursuant to the said Order in respect of a particular item of goods or services or works.
 - (h) “Procuring entity” means a Ministry or department or attached or subordinate office of or autonomous body controlled by, the Government of India and includes Government companies as defined in the Companies Act
- Note: Mazagon Dock Shipbuilders Limited (MDL) shall be a procuring entity.
- (i) “Works” means all works as per Rule 130 of GFR-2017 and will also include “turnkey works”, Engineering, Procurement and Construction (EPC) contracts.
 - (j) “Services” includes System Integrator (SI) contracts among other services.

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

26.3 Purchase Preference(PP):

- i) Purchase preference shall be given to only “Class-I Local Supplier” (Class II Local Supplier are not eligible for purchase preference) in procurements undertaken in the manner specified in the succeeding sub-paras:
- ii) 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:

Category	Terminology
Supplier is both MSE & Class-I local supplier.	"MSE Class-I local supplier"
Supplier is MSE but not Class-I local supplier.	"MSE but non-Class-I local supplier"
Supplier is not MSE but is Class-I local supplier.	"Non-MSE but Class-I local supplier"

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Supplier is neither MSE nor Class-I local.	"Non-MSE non-Class-I local supplier"
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- iii) In the procurement covered by para above (Para 3(a) of PPP-MII Order, 2017) for which Nodal Ministry has notified sufficient local capacity and competition, only Class-I local suppliers are eligible to bid irrespective of purchase value. Hence, Class-II local suppliers or Non-local suppliers, including MSEs which are Class-II local suppliers/ Non-local suppliers, are not eligible to bid. Purchase preference shall be accorded as under:
- i) L-1 is "MSE Class-I local supplier": 100% of the tendered quantity shall be awarded to L-1.
 - ii) L-1 is "Non-MSE but Class-I local supplier"(Divisible in nature): Purchase preference shall be given to MSEs as per PPP-MSE Order. Balance quantity be awarded to the L-1 bidder.
 - iii) L-1 is "Non-MSE but Class-I local supplier" (Non-Divisible in nature): Purchase preference shall be given to lowest quoting MSE Class-I local supplier as per PPP-MSE Order. If lowest quoting MSE Class-I local supplier does not accept the L-1 rates, the next higher eligible MSE Class-I local supplier is to be given purchase preference and so on. 100% of the tendered quantity shall be awarded to MSE Class-I local supplier accepting L-1 rates. If MSE Class-I local suppliers do not accept L-1 rates, then contract shall be awarded to L-1
- iv) In the procurement of goods and services reserved exclusively for procurement from MSEs as per PPP-MSE Order, non-MSEs are not eligible to bid for these items and Purchase preference shall be accorded as under:
- i) L-1 is "MSE Class-I local supplier": 100% of the tendered quantity shall be awarded to L-1
 - ii) L-1 is "MSE non-Class-I local supplier"(Divisible in nature): Purchase preference shall be given to MSE Class-I local supplier as per PPP-MII Order. Balance quantity be awarded to L-1 bidder.
 - iii) L-1 is "MSE non-Class-I local supplier" (Non-Divisible in nature): First opportunity shall be given to lowest quoting "MSE Class-I local supplier" for matching L-1 bidder as per PPP-MII Order for 100% of the tendered quantity and if lowest quoting "MSE Class-I local supplier" does not accept the L-1 rates, the next higher eligible "MSE Class-I local supplier" is to be given purchase preference and so on. If all "MSE Class-I local suppliers" decline to accept the L-1 rates, then contract shall be awarded to L-1 for 100% of the tendered quantity.
- v) In the procurement of goods or services which are divisible in nature (Para 3A(b) of PPP-MII Order), both MSEs as well as Class-I local suppliers are eligible for purchase preference and the Purchase preference shall be accorded as under:
- i) L-1 is "MSE Class-I local supplier": 100% of the tendered quantity shall be awarded to L-1
 - ii) L-1 is "Non-MSE but Class-I local supplier": Purchase preference shall be given to MSEs, if eligible, as per PPP-MSE Order. Balance quantity be awarded to L-1 bidder.
 - iii) L-1 is "MSE but non-Class-I local supplier": Purchase preference shall be given to Class-I local suppliers, if eligible, as per PPP-MII Order. Balance quantity be awarded to L-1 bidder.
 - iv) L-1 is "Non-MSE non-Class-I local supplier": Firstly, Purchase preference shall be given to MSEs as per PPP-MSE Order. Thereafter, purchase preference is to be given to Class-I local suppliers for "50% of the tendered quantity minus quantity allotted to MSEs above" as per PPP- MII Order. For the balance quantity, contract be awarded to L-1 bidder. (Kindly refer to the illustrative example in the MoF, DoE OM at Enclosure-II).

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

26.4 Minimum Local Content

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

26.5 Declaration/Verification of Local content:

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

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

- (ii) Self-certification by Chief Financial Officer or Other legally responsible person nominated in writing by the Chief Executive or Senior Member / Person with Management Responsibility of Corporation / Partnership / Individual. However, in cases of procurement for value in excess of Rs. 10 Crores, the bidders shall provide a certificate from statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of supplier other than companies) giving the percentage of local content.
- (iii) The bidders shall provide a self-certification for local content in the quoted item(goods/works/services) at the time of tendering. However, at the time of execution of the project, for all contracts above 10 crores, the contractor/supplier shall submit local content certification duly certified by cost/chartered in practice. For cases where it is not possible to provide certification by cost/chartered accountant at the time of execution of project, the supplier shall be permitted to provide the certificate for local content from cost/chartered accountant after completion of the contract, within limit acceptable to procuring entity (30 days of completion).In case the contractor/supplier does not meet the stipulated local content requirement and the category of the supplier changes from class I to class II/Non-local or from class II to non-local, a penalty of 10% of the contract shall be imposed which shall be withheld from the payment due to the bidder. However, contract once awarded shall not be terminated on this account.
Further it must be informed to bidders that once the declaration /certification is committed at tender submission stage, the same cannot be altered subsequently at technical negotiation stage or after award of contract. Doing so would be treated / considered as false declaration by bidder and necessary action shall be initiated as per tender clause ‘**Debarment of bidders / suppliers**’ of the said Order for debarment.
- (iv) Declared Local Content shall be the basis for categorization of the vendors and tender evaluation. However, MDL reserves the right to undertake detailed examination of declared local content and may call vendor to submit relevant documents.
- (v) In cases where MDL received the complaint from any vendor or person, along with the fees prescribed below, verification of Declared Local Content shall be carried out by seeking additional info as deemed necessary and the bidders (including unsuccessful bidders) against the tender shall be obliged to furnish the necessary documents. Failing to do so, the vendor may invite penal action as per the provisions of the Order. If MDL possess the capability, then it shall perform the verification. However, if in the opinion of MDL matter needs to be dealt at higher level, then the complaint shall be referred to Nodal Ministry and their fees / expenses / charges applicable as per the Nodal Ministry, if any, shall be borne by the complainant. MDL is authorized to prescribe fees for handling complaints under revised PPP MII 2017 Order. The fees for filing a complaint under the order shall be Rs. 10,000/- per case. The complaint shall be filed to the Chairman, Public Grievance Cell. The fee shall be deposited by complainant in MDL’s Account by NEFT.
- (vi) On scrutiny of offer, if all the bidders participating in the tender happen to have either not submitted the declaration certificate or not declared / specified the local content percentage in the declaration certificate or specified local content lower than the minimum local content requirement as per the tender, the subject tender shall be cancelled & matter shall be taken up with Ministry, by the user department, as per the procedure indicated at above Purchase Preference Para or as amended by MoD / DPIIT / DoE.

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- (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.

26.6 PPP MSE Order 2012:

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

26.7 Price negotiation & contract placement:

- (i) MDL has right to negotiate with L1 bidders on the quoted prices. However, it shall be ensured that Local Content percentage as declared by the vendor is maintained or increased but not reduced.
- (ii) After the contract is awarded and the supplies are completed, the supplier shall provide a "Local content certificate" (in the format provided at the time of PO placement) declaring the actual Local content percentage achieved while executing the contract. In case of failure to provide Local Content Certificate for the executed order within reasonable time, the issue be referred for debarment.

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

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

26.8 Debarment of bidders / suppliers:

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

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

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

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

- i. The work shall be carried out as per CPWD general specifications, nomenclature of item, latest IS/BS/ASTM codes, specifications and as per directions of Engineer-in-charge.
- ii. All Tools & Plant's (including special T&P's) wherever required at site shall be arranged by the agency and nothing extra shall be paid on this account.
- iii. No claim for idle labour shall be entertained.
- iv. The quoted rates shall clearly indicate basic cost along with applicable taxes, duties and levies, cartage, T&P etc.
- v. All scaffolding including transportation shall be arranged by the agency wherever required. Nothing extra shall be paid on this account.
- vi. All the material to be used on the work shall be got approved by the Engineer-in-charge before its use at site.
- vii. Core holes in structural member after its testing shall be filled with micro concrete/non shrinkage grout.
- viii. The agency itself shall conduct surveying for preparation of drawings e.g./such as floor plans and AutoCAD drawings etc.as necessitated/required/ as deemed fit convenient by the Consultant. Nothing extra shall be paid on this account.
- ix. The agency shall submit 4sets of SHA/SA Audit Report along with relevant documents of the audit (e.g. Visual Inspection Photos, Drawings, Test Reports etc.)
- x. The agency shall submit detailed estimate/BOQ after SHA/SA structural audit along with clear cut recommendations on either complete demolition of the existing building or structural, rehabilitation and retrofitting scheme (as the case may be).
- xi. Water and electricity will be provided at one single point and subsequent arrangements shall be required to be made by the prospective agency.
- xii. Time allowed for execution of work is 30 days.

28. 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,

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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.

29. Hindrance Register:

- i. A Hindrance Register as per attached format at **Enclosure-22** shall be maintained with the Designated Representative from TS Department. The Consultant shall submit schedule for completion of work and get it signed by MDL Engineer in charge of the project. The Schedule shall list out the major milestones leading to the completion of work as per final delivery date stipulated in the PO/Contract.
- ii. The Hindrance Register shall document the following aspect post placement of the PO/ Contract: -
 - i. Reasons for the delay vis-à-vis the mutually agreed schedule
 - ii. Delay in inputs (Drawings/ Documents/ Site Clearances/ Services/ Inspection Call)
 - iii. Delay by Inspection Agency/ Customer
 - iv. Delay on account of specialist services
 - v. Non-performance by the Consultant
 - vi. Delinquency by the vendor
 - vii. Force Majeure
 - viii. Any other relevant reason
- iii. All the hindrances with date of occurrence and removal are to be noted in the hindrance register. The Hindrance Register will be signed by the Designated Representatives from Technical Services Department (MDL) and the authorized Signatory from the Consultant side.
- iv. The Consultant may record their observations in the hindrance register. Any objections raised by the consultant shall be attended to and resolved without any delay.
- v. In case the consultant has a different opinion for hindrance and a dispute arises, then the matter shall be referred to next higher authority in MDL and the decision shall be communicated to the Consultant within 15 days. The Consultant shall note that the decision of the next higher authority from MDL in case of dispute in respect of hindrances during the course of executing an order/ contract shall be final and binding on the consultant.
- vi. In case, MDL is unable to remove the hindrance immediately and if it is likely to take some time, the consultant shall be informed accordingly by the user. In such cases the consultant on MDL's approval may reduce manpower deployed on the work. The Consultant shall also note that Under no circumstances Consultant shall be paid for idle manpower.

30. Public Grievance Cell: - A Public Grievance Cell headed by Shri. R R Kumar, ED(EY-PRODN) 4th 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.

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- 31. CONFLICT OF INTEREST AMONG BIDDERS /AGENTS:** Conflict of Interest among Bidders/Agents A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anticompetitive practices to the detriment of MDL's interests. The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:
- a) They have controlling partner(s) in common;
OR
 - b) They receive or have received any direct or indirect subsidy/financial stake from any of them;
OR
 - c) They have the same legal representative/agent for purposes of this bid;
OR
 - d) They have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder;
OR
 - e) Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/subassembly/Assemblies from one bidding manufacturer in more than one bid.
 - f) In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorize only one agent/dealer. There can be only one bid from the following:
 - 1.The principal manufacturer directly or through one Indian agent on his behalf; and
 - 2. Indian/foreign agent on behalf of only one principal.
 - g) A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid; h) In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/common business/management units in same/similar line of business Note: The bidders have to give the undertaking for above paras along with part I bid
- 32. Dispute Resolution Mechanism(DRM) And Arbitration:** Refer General Conditions of Contract Clause No. 12,13,14.
- 33. Jurisdiction:** Refer General Conditions of Contract Clause No. 15.
- 34. 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.

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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 consultant from a country which shares a land border with India unless such consultant is registered with the Competent Authority.

7 The registration shall be valid at the time of submission of bid and at the time of acceptance of bid.

8 If the bidder was validly registered at the time of acceptance I placement of order, registration shall not be a relevant consideration during contract execution

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35. 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.

36. 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).

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

38. Instructions to the Bidders:

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

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

3. MDL will not be responsible for an error in downloading of tender documents from web by the bidders. The version appearing on MDL website will be considered final and authentic.

4. All bidders are requested to get their technical queries, if any, clarified in advance (3 days in advance to tender closing date) before bidding to avoid last minute delay. For any technical clarification, bidders are requested to contact Mr. Sachin Ghanwat, CM(OTS), Tel. no. 022-23764224.

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

39. Execution of Work and Measurement:

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

- 40. Safety and Training:** All the workers, Engineers of the consultant shall have Safety PPE's (Personnel Protective Equipment's) like Safety Helmets, Safety Shoes, Safety Belts, Hand Gloves, and Goggles etc. Consultants shall also have provision for minimum 5 to 10 visitors PPE's. The periphery of the building shall be covered with the Green net. The consultant shall also provide Safety net and Safety Belts for height work.

First Aid kit & First aid training shall be given to all key members of the Site team.

41. Police Verification of Consultant's Employees:

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

42. Banned Or De-Listed Tenderer/Firms/ Vendors:

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

- 43. Price Preference:** No price preference shall be given to any bidder irrespective of their status.

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

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

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

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

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- 46.** In case of delay in submission of deliverables/reports on the part of consultant, the Consultant shall be liable for penalty @ 1% per week or part thereof on delayed submission of deliverables/ reports, subject to maximum of 10% of the total fee payable under the consultancy contract. The decision of MDL in this regard shall be final and binding.
- 47. Consultant's Actions:** The consultant shall obtain MDL's prior approval in writing before taking any of the following action:
- a) Appointing sub- consultants or the personnel who are not listed in the **Enclosure-9** of tender.
 - b) Entering into a subcontract for the performance of any part of the services, it being understood that consultant shall remain fully liable for the performance of services by the sub-consultant and its personnel pursuant to this contract.
 - c) All plans, drawings, specification, designs, reports, correspondence and other document prepared by the consultant in performing services shall become and remain the property of the MDL and the consultant shall, not later than termination or expiration of this contract, deliver all such documents to MDL, together with a detailed inventory thereof. The consultant shall not use these document for purposes unrelated to this contract without the prior written approval of the MDL.
- 48. MDL's Review:** MDL reserves the right to review Consultant's recommendations for any activity and may ask to alter (addition/deletion) the same prior to according approval to the report. MDL also reserves the right for change of the personnel deployed by the consultant if their services are found to be unsatisfactory, upon written request giving valid reason.
- 49. Proprietary Rights of MDL In Reports And Records:** All reports and relevant data such as maps, diagrams, plans, statistics and supporting records, calculations, materials compiled or prepared in the course of the services shall be confidential and shall be the absolute property of MDL. The firm shall deliver all these materials, data to MDL upon completion of the work and shall not use for any other purposes.
- 50. Indemnification & Patent Rights:** Firm hereby indemnify, protect and defend at Firm's own expense, MDL and its employees from and against any and all direct damages and or losses and or injury arising out of any negligence and or violation by the firm in respect of drawings/ infringement of patent rights/ failure to exercise the skill and care required for performance of the assigned work by making good such damages to the property, setting right the design deficiencies, setting right the infringement of patent rights, compensating personal injury. Provided, however, ceiling on Firm's liability under this provision shall be equal to the total fees of the firm.
- 51. 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.

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

53. Monitoring Of Contract:

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

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

Yours faithfully,
For Mazagon Dock Shipbuilders Limited,

GM/HOD(OTS)

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List of Enclosures

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

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35.	Statutory requirements & Safety clause	-	To be downloaded from our website www.mazagondock.in
36.	Procedure for security passes	-	To be downloaded from our website www.mazagondock.in
37.	ANNEXURE-A		<u>SAFETY INSTRUCTIONS FOR SUB-CONTRACTORS IN MDL, attached separately</u>
38.	ANNEXURE-B		<u>STANDARD TERMS AND CONDITION (HR) FOR STATUTORY COMPLIANCE WHILE ENGAGING SUB-CONTRACTORS/ OUTSOURCED MANPOWER AND ITS UNIT attached separately</u>

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Enclosure-1

FORM OF UNDERTAKING TO BE FURNISHED BY THE BIDDER

(To be typed on Bidder's Letter head)

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

Sir,

Sub: Carrying out "Structural Health Assessment (SHA) of Shipyard House, Safdarjung Enclave, New Delhi.

Ref: GEM Tender No. GEM/2026/B/7349515

- a) Having visited the site and having examined the General Conditions of Contract, Special Conditions of Contract, Technical Specifications and Bill of Quantities for the above named work, we offer to construct, complete and maintain the whole of the said works in conformity with the said General Conditions of Contract, Special Conditions of Contract, Technical Specifications, and Bill of Quantities for the sum stated in Bill of Quantities included in this Tender Document for such other sum as may be ascertained in accordance with the said conditions of Contract.
- b) We undertake to complete and deliver the whole of the works comprised in the Contract within the time stated in this tender.
- c) We have independently considered the amount of Liquidated damages indicated in the tender and agree that it represents a fair estimate of the loss likely to be suffered by you in the event of the work(s) not being completed in time.
- d) If our Tender is accepted, we will, when required, obtain the guarantees from a Bank (to be approved by you) to be jointly and severally bound with us for the sum named in the tender for the due performance of the Contract under the terms of a Bond to be approved by you.
- e) We agree to abide by this Tender for the period of **120** days from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiry of this period.
- f) Unless and until a formal Agreement or Order is prepared and executed, this tender together with your written acceptance thereof, shall constitute a binding Contract between us.
- g) We understand that if our Tender-Bid is accepted, we are to be jointly and severally responsible for the due performance of the Contract.
- h) We understand that you are not bound to accept the lowest or any Tender you may receive.
- i) We undertake to comply with the Anti-profiteering provisions of GST Act 2017 and we will pass on the benefits from reduction in the rate of Tax/input Tax credit if any, to MDL and there will be no liability on MDL on account of GST/Input Tax Credit.

Dated this _____ day of _____(year)

Signature _____ in the capacity of _____

duly authorised to sign Tenders for and on behalf of _____

(IN BLOCK CAPITALS)

Witness:

Signature _____ Address of Witness _____

Name _____ Occupation _____

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Enclosure-2

TENDER ENQUIRY (TEF) ACCEPTANCE FORM

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

TENDER ENQUIRY No. GEM/2026/B/7349515

TEF CLAUSE NO.	TENDERER'S REMARK	TEF CLAUSE NO.	TENDERER'S REMARK
	ACCEPTED/ DEVIATION		ACCEPTED/ DEVIATION
1		28	
2		29	
3		30	
4		31	
5	Not Applicable	32	
6	Not Applicable	33	
7		34	
8		35	
9		36	
10		37	
11		38	
12		39	
13		40	
14	Not Applicable	41	
15		42	
16		43	
17		44	
18		45	
19		46	
20		47	
21		48	
22		49	
23		50	
24		51	
25		52	
26		53	
27			

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

DATE:

NAME:

DESIGNATION:

TENDERER'S COMPANY

SEAL:

NOTES :

1. Bidder(s) should carefully read the Tender Enquiry Terms & Conditions (TEF) included in the tender prior to filling up this acceptance format.
2. Bidder(s) should indicate Accepted/ Deviation Taken for each clause number in the above table.
3. Bidder(s) to attach Separate Sheet indicating all relevant details such as Number & description of the Clause, Reasons for Deviation and Alternative suggested for any deviations taken by them in the prescribed format indicated at **Enclosure-5**.
4. TEF clause numbers shown in the above format also includes the sub-clauses under these clauses. For example 4 means – clause nos. 4, 4(i), 4(ii) etc.

ADD.SLA FOR TENDER NO.GEM/2026/B/7349515

Enclosure-4

ACCEPTANCE FORM FOR GENERAL CONDITIONS OF CONTRACT (GCC)

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

TENDER ENQUIRY No. GEM/2026/B/7349515

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

ADD.SLA FOR TENDER NO.GEM/2026/B/7349515

COMPANY'S NAME & ADDRESS:

SIGNATURE:

DATE:

NAME:

DESIGNATION:

**TENDERER'S COMPANY
SEAL:**

NOTES:

1. Bidder(s) should carefully read the General Conditions OF CONTRACT (GCC) of the Tender Enquiry prior to filling up this acceptance format.
2. Bidder(s) should indicate Accepted/ Deviation Taken for each clause number in the above table.
3. Bidder(s) to attach Separate Sheet indicating all relevant details such as Number & description of the Clause, Reasons for Deviation and Alternative suggested for any deviations taken by them in the prescribed format indicated at **Enclosure-5**.
4. Clause numbers shown in the above format also includes the sub-clauses under these clauses. For example, Clause no. 56 means – Clause nos. 56, 56 i), 56 a) etc.

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

GEM Tender No. GEM/2026/B/7349515

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

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

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

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

	SIGNATURE	_____
	NAME	_____
	DESIGNATION	_____
COMPANY SEAL	COMPANY	_____
DATE		_____

PARTICULARS OF EXPERIENCE IN SIMILAR PROJECTS

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

Sir,

Sub: Carrying out “Structural Health Assessment (SHA) of Shipyard House, Safdarjung Enclave, New Delhi.

Ref: GEM Tender No. GEM/2026/B/7349515

With reference to the above and after having read the terms & conditions in the Tender Enquiry, we wish to submit our bid for consideration of pre-qualification under **Clause 8.1.1.1/8.1.1.2/8.1.1.3** (*strike out whichever is not applicable*) of the tender. The details of similar projects as stipulated in the tender enquiry form and completed satisfactorily by us are as under:

Clause 7.1.1.1: Three similar completed works each costing not less than ₹ 4.30 Lakhs.

Sr. No	PO No & Date	Completion Cost	Work order (Submitted/Not submitted)	Completion Certificate (Submitted/Not Submitted)
1				
2				
3				

OR

Clause 7.1.1.2: Two similar completed works each costing not less than ₹ 5.37 Lakhs.

Sr. No	PO No & Date	Completion Cost	Work order (Submitted/Not submitted)	Completion Certificate (Submitted/Not Submitted)
1				
2				

OR

Clause 7.1.1.3: One similar completed work costing not less than ₹ 8.60 Lakhs.

Sr. No	PO No & Date	Completion Cost	Work order (Submitted/Not submitted)	Completion Certificate (Submitted/Not Submitted)
1				

2. The brief details of above similar projects are as under: (Use separate sheet for each work)

i.	Project Name:	
ii.	Project Location	
iii.	Client:	
iv.	Address of the Client & contact person with Tel No. & Fax No	
v.	Brief Description of the work	
vi.	Cost of project	
vii.	Contract/Work order No:	

ADD.SLA FOR TENDER NO.GEM/2026/B/7349515

viii.	Completion Certificate details viz, ref. No & date of issue	
ix.	Date of Commencement of Work	
x.	Date of completion work	

3. The following documents in support of the above similar projects are enclosed in our techno-commercial bid:
1. Copy of Work Order/Contract Agreement indicating contract amount, Project/Work value, Scope of Work & other details with signature of Both Parties.
 2. Work Completion Certificates issued by the Client(s) indicating proper reference of Contract Agreement & Date of Completion.
 3. Any other document (*please specify*)
4. We further agree to produce originals of the documents submitted in respect of the similar projects detailed above for verification by MDL as and when called for.

Signature of Contractor:

Name and Address:

Place:

Date:

Official Seal

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

GEM Tender No. GEM/2026/B/7349515

DECLARATION CERTIFICATE FOR LOCAL CONTENT

This declaration serves as a declaration form for the bidders. (Before completing this declaration, bidders must study the General Conditions, Definitions, Govt. Directives applicable in respect of Local Content & prescribed tender conditions). **THE BIDDER SHALL PROVIDE THIS CERTIFICATE FROM CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CORPORATION, PARTNERSHIP OR INDIVIDUAL).**

**IN RESPECT OF BID/ TENDER No. GEM/2025/B/7349515
ISSUED BY: MAZAGON DOCK SHIPBUILDERS LIMITED**

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

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have read and understood the requirement of local content (LC) and same is specified as percentage calculated in accordance with the definition provided at clause 2 of revised Public Procurement (preference to Make in India) Order2017.

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

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

- (d) The local content calculated using the definition given above are as under:

Tender Item Sr No	Local content calculated as above %	Location of value addition (Location shall be specified as name of city or district etc.)

Attach separate sheet duly signed if space is not sufficient

ADD.SLA FOR TENDER NO.GEM/2026/B/7349515

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 of the Bidder: _____

DATE: _____

Seal / Stamp of Bidder

SIGNATURE: (TO BE SIGNED BY AUTHORISED SIGNATORY STRICTLY AS PER TEF CLAUSE NO. 26.4.i) & STAMPED-VIZ; CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CORPORATION, PARTNERSHIP OR INDIVIDUAL).

ADD.SLA FOR TENDER NO.GEM/2026/B/7349515

Enclosure-10 (C)

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

MDL Tender No. GEM/2026/B/7349515

ACTUAL LOCAL CONTENT CERTIFICATE

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

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

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

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

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

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

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

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

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

(d) I accept that the Procurement Authority / Institution / MDL / Nodal Ministry has the right to request that the local content be verified in terms of the requirements of revised Public Procurement (preference to Make in India) Order2017 dtd 16.09.2020 and I shall furnish the document / information on demand. Failure on my part to furnish the data will be treated as false declaration as per PPP MII Order 2017. I undertake to retain the relevant documents for 7 years from date of execution.

ADD.SLA FOR TENDER NO.GEM/2026/B/7349515

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

SIGNATURE of the Bidder:_____

DATE:_____

Seal / Stamp of Bidder

SIGNATURE:(TO BE SIGNED BY AUTHORISED SIGNATORY STRICTLY AS PER TEF CLAUSE NO. 26.5.i) & STAMPED-VIZ; CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CORPORATION, PARTNERSHIP OR INDIVIDUAL).

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

GEM Tender No GEM/2026/B/7349515

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

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

SIGNATURE:_____

DATE:_____

Seal / Stamp of Bidder

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

MDL Tender No. GEM/2026/B/7349515

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

*I have read the **Clause No. 35** of the Tender and hereby declare that I/ we have not been debarred by any Government or quasi Government agencies or PSU's under Public Procurement Policy (PPP) Make In India (MII) order 2017, GeM and CPPP.*

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

SIGNATURE: _____

DATE: _____

Seal / Stamp of Bidder

ADD.SLA FOR TENDER NO.GEM/2026/B/7349515

Enclosure-11

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

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

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

Sir,

Ref: GEM Tender No. GEM/2026/B/7349515

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

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

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

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

Sl	Name of Client	Name of Project / Work	Status

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

Signature of Consultant:

Name and Address:

Place:

Date:

Official Seal

ADD.SLA FOR TENDER NO.GEM/2026/B/7349515

Enclosure-12

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

GEM Tender No. GEM/2026/B/7349515

MAZAGON DOCK SHIPBUILDERS LIMITED
DOCKYARD ROAD
MUMBAI - 400010

1. MDL'S BANK ACCOUNT DETAILS:

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

ADD.SLA FOR TENDER NO.GEM/2026/B/7349515

Enclosure-14

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

GEM Tender No. GEM/2026/B/7349515

RTGS/NEFT/ECS – MANDATE AUTHORISATION FORM

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

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

Date

Vendor's Seal

Authorised Signature of the Vendor

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

Date

Bank's Stamp

Authorised Signature of the Bank Officer

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

GEM Tender No. GEM/2026/B/7349515

PROFORMA BANK GUARANTEE FOR BID BOND / EMD

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

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 nonperformance and non-fulfilment 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 fulfil 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 favour of the Company all the rights and defences to which we as guarantors may be entitled to.

3. We, Bank further agree that the amount demanded by the Company as such shall be final and binding on the Bank as to the Bank 's liability to pay and the amount demanded and the Bank undertake to pay the Company the amount so demanded on first demand and without any demur notwithstanding any dispute raised by the 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

ADD.SLA FOR TENDER NO.GEM/2026/B/7349515

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, act or 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 upto and including; and
- iii) We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before(validity + --- weeks from the date of expiry of this guarantee).

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

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

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

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

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

GEM Tender No.: GEM/2026/B/7349515

PROFORMA FOR PERFORMANCE BANK GUARANTEE

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

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

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

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

4. We, Bank further agree with the Company that the Company shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said order/or to extend time of performance by the Contractor from time to time or to postpone for any time to time any of the powers exercisable by the Company against the Contractor and to forbear

ADD.SLA FOR TENDER NO.GEM/2026/B/7349515

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 or for any forbearance, act or omission on the part of the Company or any indulgence by the Company to the Contractor or by any such matter or things whatsoever which under the law relating to sureties would have the effect of relieving us.

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

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

7. Notwithstanding anything contained herein above:

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

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

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

For Bank
(by its constituted attorney)

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

ADD.SLA FOR TENDER NO.GEM/2026/B/7349515**Enclosure-19**

Sl no.	Item Description	Qty	Unit	Rate (Rs) (Quoted / Not quoted)	GST (%)	HSN/ SAC	Total Amount with GST (Rs)
100	Preliminary Survey & Documentation						
10	Visual Inspection & Damage Mapping with photography	1	Job				
20	Preparation of Structural As-Built Drawings including Column layout, beam & slab details etc.	1	Job				
200	Non-Destructive Testing (NDT)						
10	Rebound Hammer Test	50	Nos.				
20	Ultrasonic Pulse Velocity (UPV) Test	50	NOS				
30	Core Cutting & Strength Test (i/c filling of holes with micro concrete or non shrinkage grout)	10	NOS				
40	Cover Meter/Rebar Mapping	60	NOS				
50	Chemical Analysis (pH, Chloride, Sulphate)	30	NOS				
60	Half-Cell Potentiometer Test	30	NOS				
70	Carbonation Test	30	NOS				
300	Analysis & Reporting						
10	Detailed structural analysis of existing building & load bearing capacity evaluation to conclude whether the existing building requires complete demolition and reconstruction, Repair, Rehabilitation or Retrofitting as the case may be as per the esteemed opinion of the consultant.	1	Job				
20	Submission of Comprehensive SHA Report with findings and actionable recommendations	1	Job				
30	Preparation of a BOQ and Estimate for Repairs/Retrofitting/ Rehabilitation (as the case may be) as per the esteemed opinion of the consultant and in the event of recommendation of a consultant on non-requirement of demolition of the existing building and clear cut advise/suggestion/ recommendation on implementation of the aforesaid option as deemed fit advisable by the consultant.	1	Job				
	Gross Total Amount with GST						

Enclosure-20

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

GEM Tender No. GEM/2026/B/7349515

LIST OF TENDER DRAWINGS

Refer: Annexure I

SCOPE OF WORK

1 PREAMBLE

1.1.Mazagon Dock Shipbuilders Limited (MDL) is a “Navaratna” Central Public Sector Undertaking working under the administrative control of Ministry of Defence, Department of Defence Production, Government of India, primarily engaged in the construction, repair, and refit of Warships and Submarines for the Indian Navy.

1.2.MDL intends to carry out Structural Health Assessment of Shipyard House, Safdarjang Enclave, New Delhi-110029 from the MCD or any other corporation registered structural consultants. The complete assessment including testing and submission of reports as per BOQ shall be completed in **01 month** from the date of placement of PO excluding mobilization period.

1.3.Standards & Codes: The works shall comply with the followings:

- a. CPWD Maintenance Manual specifically the chapters on "Repair and Rehabilitation of Structures."
- b. IS 15988:2013: Seismic Evaluation and Retrofitting of Existing Buildings.
- c. IS 13311 (Parts 1 & 2): Methods of Non-destructive testing of concrete.
- d. Standard Specifications: The consultant must use MCD-approved or NABL-accredited laboratories for any material testing, IS Codes, NBC 2016 and other applicable statutory codes and regulations.

1.4.Layout & Area details : As per enclosed plan.

2. GENERAL SCOPE OF WORK :

The scope of work shall include the following:

Sl. No.	Description of work
a. Visual Survey:	Visual inspection for surface damages and damage classification. The visual inspection shall cover all areas of various distress patterns, such as corrosion, moisture, and leakage, including structural and non-structural issues and issues related to the durability of the structure. Visual inspection would be documented in the form of worksheets, photographic records, and distress marked over drawings. Simple visual survey tools and instruments like cameras with flashlights, chisels, hammers, etc. will be used during the survey complete as per direction of the Er. In-charge.
b. Structural Drawings Preparation:	Preparation of structural drawings with complete RCC details, section sizes of all members, and steel percentage along with the column-beam layout. A few pieces of information will be based on the assumption that wherever a scanning machine cannot be run, there are

ADD.SLA FOR TENDER NO.GEM/2026/B/7349515

	limitations with the machine. Only through localized destructive tests (like chiseling or coring in small patches) we can get accurate information complete as per direction of the Er. In-charge.
c. Rebound Hammer test for concrete:	Uniformity of concrete in terms of surface hardness as per IS ASTM C 805-02, BS 6089:1981, BS 1881: Part 202, BS-EN:13791, and NIDM reference guidelines or IS 516 Part 5 section 4 2020 complete as per direction of the Er. In-charge.
d. Ultrasonic Pulse Velocity Test for concrete:	For ascertaining the quality of concrete, uniformity of concrete in terms of soundness and density of concrete as per ASTM: C597-83, BS 6089: 1981, BS 1881: Part 203, BSN: 13791, IS 516 Part 5 Section 1 2018 complete as per direction of Er. In-charge.
e. Core Extraction, Sampling, and Testing:	Extracting the concrete core samples following the codal provisions and evaluating the properties (fck value, grade of concrete) in the laboratory from the core samples selected. IS 456:2000; IS 516 Part 4 2018; IS 1199:2002; ASTM C-42, without encountering any steel reinforcement from the RCC members covered under the study at specified locations by the site in charge with portable power-driven core cutting equipment complete as per direction of Er. In-charge.
f. Half-Cell Potential Test :	Measuring the half-cell/surface potentials at selected locations on RCC members of the structures covered under the study to understand the extent of reinforcement corrosion in terms of probable risk of corrosion of steel bars as per ASTM C876, IS 516 Part 5, section 2, 2021. The rate shall include surface preparation and moistening concrete surface, complete as per direction of engineer In-charge.
g. Carbonation or alkalinity test with cover test:	Measurement of carbonation depth or alkalinity of concrete by phenolphthalein spray test at selected locations (drilled powder sample or concrete core sample as per site condition) on RCC members of the structures covered under the study to see the depth of carbonation as per IS 516 Part 5 section 3 2021, BS EN 14630:2006, and BS EN 13295:2004. Cover depth is also measured at the same location to know the ratio of carbonation depth to cover depth to check whether the structure is in an incubation period or a deterioration period or to know the alkalinity of the concrete complete as per direction of Er. In-charge.
h. pH Value (to check alkanity of concrete):	As per relevant B.S. 5328, ACI 201.2R-92 and ACI-318-99, IS 456:2000, BS 8110 complete as per direction of Er. In-charge

ADD.SLA FOR TENDER NO.GEM/2026/B/7349515

i. Water Soluble Chloride Content % (by of mass of concrete):	To check the risk of corrosion due to present chloride % as per IS: 14959 (Part 2)-2001, B.S. 5328 Part 1, ACI 201.2R-92, BS 1881 Part 124:1988, BS 8110, IS 456:2000 complete as per direction of Er. In-charge.
J. Report submission with Interpretation and Recommendation:	Preparing and submitting comprehensive report consisting of findings from visual inspection, test data, interpretation of results, conclusions and final recommendations along with sketch indicating the location of the test complete as per direction of Er. In-charge.
* k. BOQ - Repair and DPR :- (Only in the event of recommendation of the consultant on carrying out Repair, Retrofitting, Rehabilitation etc. (as the case may be and as per the esteemed opinion of the consultant).	Agency shall prepare and submit 4 sets of Audit Report which include clear cut recommendation on either demolition of the existing building or inclusion of all diagnosis results, interpretations, conclusion, site photographs, BOQ and conceptual scheme for Repair/Rehabilitation/Retro-fitting works (feasible, viable, economical options as the case may be and as per the esteemed opinion) along with Rate Analysis, material specification, execution drawing for Repair/Rehabilitation/Retro-fitting of structure(as the case may be) along with technical Specifications complete as per direction of Er. In-charge.

4. Quality Control:

- a. All materials must conform to **IS Codes** and **CPWD specifications**.

5. Deliverables:

- a. Time Schedule (Bar Chart/PERT) within **7 days** of Work Order.
- b. Detailed Structural As-Built drawing (including Column Layout, Beam & Slab details etc.) for submission.
- c. Detailed Structural Analysis of existing building & load bearing capacity evaluation.
- d. 4 sets of Audit Report.

7. Warranty/Guarantee/Certification:

- a. Structural Stability Report: Stability certificate along with the final report.

HINDRANCE REGISTER

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

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

**To,
OTS DEPARTMENT**

OTS-TS SECTION

MAZAGON DOCK SHIPBUILDERS LIMITED.

GEM Tender No. GEM/2026/B/7349515

Mazagon Dock Shipbuilders Ltd.

Loss of Pass - Contractor/Vendors.

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

Loss:

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

Non-Renewal:

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

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

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



माझगांव डॉक शिपबिल्डर्स लिमिटेड
बाह्यस्तोत-तकनीकी सेवाएँ विभाग

INVOICE CERTIFICATION

HOD (OTS)

Ref No.:

Date:

Firm's Name: M/s. _____

RA Bill No: _____

A. Contract Details:

1. Subject: _____

2. MDL P.O. No: _____ dated: _____ Value: _____

3. PO Original Delivery date: _____ Extended Delivery Date (if any): _____

4. Consultant All Risk Policy vide No. _____ date.: _____
for an amount of Rs _____ Valid till
dated _____

5. Performance Bank Guarantee/ Security Deposit vide No. _____ dated: _____
Rs. _____ Valid till _____

6. Stamp Duty Paid vide Challan No. _____ Rs. _____

B: Invoice Details:

1. Firms Invoice No: _____ dated _____

2. Period of Work: From _____ To _____

S.N.	Description	Amount in Rs.
1.	RA Bill Amount	
2.	Price Variation Amount	
3.	Total	

C. Certification Details:

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

1. MDL service entry sheets duly signed attached : Yes/ Not Applicable
Service Entry Sheet No _____
EMB No. _____

2. Consultant's Certificate (if applicable) : Yes/ Not Applicable
Reference No. _____ Dated: _____

3. E-invoice/Vendor's Self Declaration: Yes/ Not Applicable

4. No Claim Certificate (applicable for Final Invoice only) : Yes/ Not Applicable

5. Vendor rating (applicable for Final Invoice only): Yes/ Not Applicable

6. Actual Local Content Certificate (applicable for Final Invoice only) : Yes/Not Applicable

7. Price indices & Price Variation sheet (if price variation is included) : Yes/ Not Applicable

8. Bank Guarantee against Waterproofing/ Leakages (applicable for Final Invoice only)

: Yes/ Not Applicable

9. The following deductions to be made from the invoice:

a) Liquidated Damages as per purchase order : To be levied/Not Applicable Details of
LD to be levied (if applicable): _____

b) Other Deductions (if any): _____

c) Release of Provisional Retained Amount (if any): _____

Engineer in Charge / HOD (Comm)

Contractor

ADD.SLA FOR TENDER NO.GEM/2026/B/7349515

(Sign & Stamp with date)
with Date)

(Name, Sign & Stamp with Date)

(Name, Sign & Stamp

Enclosure-25

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

GEM Tender No. GEM/2026/B/7349515

EXTRACT OF PROVISIONS OF THE OFFICIAL SECRETS ACT, 1923

SECTION 2(B) ; “PROHIBITED PLACE”

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

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

SECTION 3 : “PENALTIES FOR SPYING”

If any per unlawfully -

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

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

SECTION 4 : “COMMUNICATION WITH FOREIGN AGENTS”

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

SECTION 5 : “WRONGFUL COMMUNICATION OF INFORMATION”

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

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

Shall be guilty of an offence under this Act.

SECTION 6 : “UNAUTHORISED USE OF UNIFORMS”

ADD.SLA FOR TENDER NO.GEM/2026/B/7349515

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

SECTION 7 : "INTERFERING WITH OFFICERS OF POLICE"

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

SECTION 8 : "DUTY OF GIVING INFORMATION"

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

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

SECTION 9 : "INCITEMENT"

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

SECTION 10 : "PENALTY FOR HARBOURING SPIES"

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

SECTION 11 : "SEARCH WARRANTS"

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

ADD.SLA FOR TENDER NO.GEM/2026/B/7349515

Enclosure-26

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

GEM Tender No. GEM/2026/B/7349515

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

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

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

ADD.SLA FOR TENDER NO.GEM/2026/B/7349515

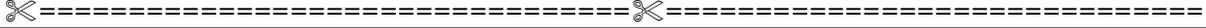
Sl No	Submittals (Scanned Copy)	Whether Submitted/ Not Submitted/ Not Applicable	Bidder to indicate the Reasons below for Non Submissions if any, or if they have indicated "NO" under relevant columns
9	PAN CARD	Yes/ No	
10	Power of Attorney	Yes/ No	
11	Corrigendum, if any	Yes/ No	
12	Enclosure-29-Declaration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

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

	SIGNATURE	_____
	NAME	_____
	DESIGNATION	_____
COMPANY SEAL	COMPANY	_____
DATE		_____

Address Label

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



Sub: Structural Health Assessment (SHA) of Shipyard House, Safdarjung Enclave, New Delhi.

Ref: GEM Tender No. GEM/2026/B/7349515

EMD

To,

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

From,

Declaration in respect of Conflict of Interest among Bidders/ Agents

We, hereby, declare that we do not have Conflict of Interest with other Bidders. We shall be disqualified if found having conflict of interest with other bidders.

We may be considered to have a conflict of interest with one or more parties in this bidding process, if:

a) We have controlling partner(s) in common;

OR

b) We receive or have received any direct or indirect subsidy/financial stake from any of them;

OR

c) We have the same legal representative/agent for purposes of this bid;

OR

d) We have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder;

OR

e) Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/subassembly/Assemblies from one bidding manufacturer in more than one bid.

f) In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorize only one agent/dealer. There can be only one bid from the following: 1.The principal manufacturer directly or through one Indian agent on his behalf; and 2. Indian/foreign agent on behalf of only one principal.

g) A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid; h) In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/common business/management units in same/similar line of business Note: The bidders have to give the undertaking for above paras along with part I bid

SIGNATURE: _____

DATE: _____

Seal / Stamp of Bidder

**PROFORMA OF UNCONDITIONAL AND IRREVOCABLE INSURANCE SURETY
BOND FOR BID BOND / EMD**

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

Ref. No.
Insurance Surety Bond No.
Dated:

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 an unconditional and irrevocable Insurance Surety Bond (ISB) 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, 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 Company without any demur on first demand an amount not exceeding Rs..... (Rupees.....only) against any loss or damage, costs, charges and expenses caused to or suffered by the Company by reason of non-performance and non-fulfilment or for any breach on the part of the tenderer of any of the terms and conditions of the said tender.

2. We, the Surety further agree that the Company shall be sole judge whether the said tenderer has failed to perform or fulfil 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 favour of the Company all the rights and defences to which we as sureties may be entitled to.

3. We, the Surety further agree that the amount demanded by the Company 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 Company the amount so demanded on first demand and without any demur notwithstanding 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 Bond being absolute and unconditional.

4. We, the Surety 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

ADD.SLA FOR TENDER NO.GEM/2026/B/7349515

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, act or 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, the Surety further undertake not to revoke this Bond during its currency except with the previous consent of the Company in writing.

6. We, Surety also agree that the Surety's liability under this Bond 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 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 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 Bond).

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

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

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

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

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

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

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

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

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

ADD.SLA FOR TENDER NO.GEM/2026/B/7349515

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

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

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

7. Notwithstanding anything contained herein above:

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

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

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

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