

GEM BID NO: GEM/2026/B/7180087

Mazagon Dock Shipbuilders Limited
(Submarine Division)

LIMITED TENDER

BUYER SPECIFIC ADDITIONAL TERMS & CONDITIONS WITH DETAILED SCOPE OF WORK

MAZAGON DOCK SHIPBUILDERS LTD. (MDL), Mumbai India, a premier Warship building, Ship repair, Submarine Construction & Refits and Heavy Engineering Company owned by Government of India under Ministry of Defence, is contracted for construction of six in number SCORPENE SUBMARINES (P75-Project) for INDIAN NAVY in collaboration with M/s. NAVAL GROUP, FRANCE.

MAZAGON DOCK SHIPBUILDERS LTD (Purchaser / Buyer) INVITES COMPETITIVE BID through GeM Portal in **Two Bid System** for the following services from **Nominated Indian Firms**. This is a Limited Nominated Tender.

This is a Normal Tender enquiry for vendors nominated by INDIAN NAVY and MDL. Intimation to nominated vendor will be communicated by email separately for bidding against this tender. Unsolicited bids submitted by all other vendors will be summarily rejected.

SUBJECT: - Supply, Installation, testing, commissioning and Training of Tyre Mounted Portable High Pressure Air Compressor.

(A) TENDER ENQUIRY FORM:

1.	Description: Supply, Installation, testing, commissioning and Training of Tyre Mounted Portable High Pressure Air Compressor. The detailed scope of work is attached as Enclosure-1 .
2.	Instructions to the bidder: Offer must be forwarded through GeM Portal and scanned copies of the below mentioned documents to be attached: i) Bidder's Statement on their Company Letterhead indicating GeM Bid No, GeM Bid Date, confirming compliance and acceptance on the Scope of work and other Terms and Conditions as included in this GeM Bid enquiry, duly signed, stamped and dated by bidder's authorized person(s). TEF (Enclosure-3), DEVIATION SHEET (Enclosure-4) duly filled as ACC or DEV to be submitted. ii) Bidder to submit Declaration of Local content as per Enclosure-6 & 6A . iii) Bidder to submit signed scanned copy of this complete document with SOW as acceptance. iv) Blank rate sheet clearly indicating applicable GST against each line item.
3.	Validity Period: Bids / Offers shall have a validity period of 180 Days from the GeM Bid closing date. A bid valid for a shorter period will be liable for rejection.
4.	Earnest Money Deposit (EMD) / Bid Security: Not Applicable
5.	Submission of offer in Two Bid System through GeM Portal: - Offer must be uploaded on GeM portal and scanned copies of the below mentioned documents to be attached: A. PART-I: - TECHNICAL BID: This Technical Bid will be opened immediately after the closing date/extended closing date. Soft Copies/Scanned Copies of below mentioned documents/details are to be uploaded on GeM portal:

- a) Bidder's Statement on their Company Letterhead indicating Tender No, Tender Date, confirming compliance and acceptance on the Scope of Supplies and other Terms and Conditions as included in this tender enquiry, duly signed, stamped and dated by bidder's authorized person(s).
- b) Bidder to submit acceptance on clauses of Tender Enquiry Form (TEF), General Conditions of Contract (GCC) as 'ACC or DEV' as applicable for each of the clause at **tender (Enclosure-3, 4 respectively)**.
- c) Price schedule BLANKING the PRICES but clearly indicating 'QUOTED / UNQUOTED' as applicable against the listed item in the prescribed format of e - tender. (**Enclosure-02**).
- d) Deviation Sheet in the prescribed format (**Enclosure-4**) in case of any deviations from Terms, Conditions & Technical requirements.
- e) Bidder to submit their complete Bank details for payment.

IMPORTANT NOTE: - Bidder to ensure that the un-priced bid formats submitted in sub-para (c) above contains EXACTLY IDENTICAL TEXT & MATTER as that of Price Bid Formats of Part-II BUT stating 'QUOTED' OR 'NOT QUOTED' in place of price values.

B. PART II: PRICE BID

- a) This should contain only the PRICES (Rate Sheet) for items quoted strictly in the prescribed format provided with the tender at **Enclosure-2**. After completion of Techno-commercial scrutiny, price bid (PART-II) will be opened and intimation will be forwarded accordingly.
- b) Prices mentioned/specified in any other format will not be considered for evaluation.
- c) Bidder must mention the Currency for each line item.

Note: - Any Techno-commercial query related to subject GeM bid shall be forwarded to following emails: hmdongarwar@mazdock.com, vishalkumar@mazdock.com

6. Pre-Qualification Documents & Criteria: -
Not Applicable

7. DEFAULTS, BREACHES & TERMINATION OF CONTRACT (Applicable for Goods and Services)

Termination due to Breach, Default, and Insolvency

(a) Defaults and Breach of Contract

In case the contractor undergoes insolvency or receivership; neglects or defaults, or expresses inability or disinclination to honour his obligations relating to the performance of the contract or ethical standards or any other obligation that substantively affects MDL's rights and benefits under the contract, it shall be treated as a breach of Contract.

Such defaults shall include inter-alia:

(i) Default in Performance and Obligations

If the contractor fails to deliver any or all of the Goods or fails to perform any other contractual obligations (including Code of Integrity or obligation to maintain eligibility and Qualifications based on which contract was awarded) within the period stipulated in the contract or within any extension thereof granted by MDL.

(ii) Insolvency

If the contractor is wound up or ceases to otherwise trade or is unable to pay its debts as and when they fall due or is otherwise subject to any insolvency procedure.

(iii) If a receiver or similar official is appointed overall or any of the assets of the contractor or a petition is presented for its winding up or it entered into a composition with its creditors;

(b) Notice for Default

As soon as a breach of contract is noticed, a show-cause 'Notice of Default' shall be issued to the contractor, giving two weeks' notice, reserving the right to invoke contractual remedies. After such a show-cause notice, all payments to the contractor would be temporarily withheld to safeguard needed recoveries that may become due on invoking contractual remedies.

(c) Terminations for Default

(i) Notice for Termination for Default: In the event of unsatisfactory resolution of 'Notice of Default' within two weeks of its issue as per subclause above, MDL if so decided, shall by written Notice of

	<p>Termination for Default sent to the contractor, terminate the contract in whole or in part, without compensation to the contractor.</p> <p>(ii) Such termination shall not prejudice or affect the rights and remedies, including under sub-clause below, which have accrued and/ or shall accrue to MDL after that.</p> <p>(iii) Unless otherwise instructed by MDL, the contractor shall continue to perform the contract to the extent not terminated. All warranty obligations, if any, shall continue to survive despite the termination.</p> <p>(d) Contractual Remedies for Breaches/Defaults or Termination for Default If there is an unsatisfactory resolution within this period, MDL shall take one; or more of the following contractual remedies.</p> <p>(i) Temporary withhold payments due to the contractor till recoveries due to invocation of other contractual remedies are complete.</p> <p>(ii) Call back any loaned property or advances of payment, if any, with the levy of interest at the prevailing rate (MIBID - Mumbai Interbank Bid Rate).</p> <p>(iii) Recover liquidated damages and invoke denial clause for delays.</p> <p>(iv) Encash and/ or Forfeit performance or other contractual securities.</p> <p>(v) Prefer claims against insurances, if any.</p> <p>(vi) Terminate contract for default, fully or partially including its right for Risk and Cost Procurement as per following sub-clause.</p> <p>(vii) Risk and Cost Procurement In addition to termination for default, MDL shall be entitled, and it shall be lawful on his part, to procure Goods same to those terminated, with such terms and conditions and in such manner as it deems fit at the "Risk and Cost" of the contractor. Such 'Risk and Cost Procurement' must be initiated (viz. AIP/PR/Tender) within six months from the termination of Contract. The Contractor shall be liable for any loss which MDL may sustain on that account provided the procurement, or, if there is an agreement to procure, such agreement is made. The Contractor shall not be entitled to any gain on such procurement, and the manner and method of such procurement shall be in the entire discretion of MDL.</p> <p>(viii) Initiate legal proceedings in a for the recovery of the losses and damages, not addressable by the above means.</p>
8.	<p>Bid Rejection Criteria:-</p>
	<p>A. Categorical Rejection Criteria 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</p> <ul style="list-style-type: none"> i. Bidders who are debarred under PPP MII order 2017, GeM, CPPP including tender holiday issued by MDL. ii. Bids received after tender closing date and time. iii. Bids received other than through GeM portal. iv. In single stage Two Bid system non submission of either Technical Bid or Financial Bid for Manual Tender.
	<p>B. Liable for Rejection Criteria i) Non-compliance/non-acceptance to any of the terms and conditions of the tender shall render the bid liable for rejection. Equal time and opportunity for submission of deficient techno commercial documents and clarification shall be given to the bidders. Bidders are required to submit such documents / clarifications within the duration / date stipulated by MDL failing which their bids will be rejected.</p>
9.	<p>Delivery/completion Period / Contract Period /Completion Schedule:</p> <p>a. Work Completion period / Delivery period for Supply, Installation, testing, commissioning and Training of Tyre Mounted Portable High Pressure Air Compressor and Pressure Regulating Valve is 06 months after release of Purchase Order.</p> <p>b. Firm to submit the duly signed QAP as per format indicated in tender within 10 days from the date of Purchase Order and any correction to be corrected by 5 days..</p> <p>Delivery of items to be carried out to following location : Naval Dockyard(Mumbai), Maharashtra</p> <p>Note: a) Delivery/completion date to be considered for the purpose of Liquidated Damages (if any) will be the</p>

	<p>date of delivery/completion of items in MDL. You are requested to confirm the delivery/completion schedule in the offer.</p> <p>b) Bidder is requested to quote acceptance of the delivery period in the offer. Delayed deliveries beyond stipulated delivery period shall attract LD as per tender terms.</p>													
10.	<p>Inspection/acceptance criteria:</p> <p>Receipt inspection shall be carried out on receipt of equipment by MDL, along with QA,SOT rep and vendor rep as per approved QAP. Subcontractor will have to raise the inspection calls (at least 24 hrs in advance) as per approved QAP well in advance to ensure the on time inspection by MDL authority.</p> <p>Inspection to be carried out as per Scope of Supply/ Work (Enclosure-1).</p>													
11.	<p>Pricing:</p> <p>a) The quoted prices shall remain firm and fixed during the currency of the order / contract unless agreed otherwise by MDL. Bidder shall quote the prices in GeM Bid.</p> <p>b) Bidders to note that GeM Prices must be inclusive of all Taxes and duties. Sellers are advised to quote prices inclusive of all taxes & duties.</p>													
12.	<p>Terms of Payment:</p> <p>No Advance payment allowed.</p> <p>Payments shall be made to the seller within 15 to 20 days of issue of consignee receipt-cum-acceptance certificate (CRAC) and on submission of following documents:</p> <ol style="list-style-type: none"> One original and two copies of signed Invoice. Work Completion Certificate/acceptance report signed by MDL (Engg-EY) executive of minimum CM or above level indicating LD after successful completion and Final acceptance of job. Warranty certificate <table border="1"> <thead> <tr> <th>Sr. No.</th> <th>Release of Payment</th> <th>Document Required</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>After delivery of 01 Nos. of trolley mounted HP compressor, 80% payment will be released</td> <td> <ol style="list-style-type: none"> GRN copy One original and two copies of signed Invoice Warranty certificate COC User Acceptance certificate </td> </tr> <tr> <td>2</td> <td>After delivery of 01 sets of Pressure Regulating Valve(400bar to 250bar), 10% payment will be released</td> <td> <ol style="list-style-type: none"> GRN copy One original and two copies of signed Invoice Warranty certificate COC User Acceptance certificate </td> </tr> <tr> <td>3</td> <td>After installation ,testing ,commissioning and training of 01nos. of trolley mounted HP air compressor and PRV, 10% payment will be released</td> <td>WCC/User Acceptance report</td> </tr> </tbody> </table> <p>Note:</p> <p>a) Wherever GST is applicable, payment will be released against e-Invoice, or Invoice accompanied with vendor's self-declaration that "we do not fall under the category of registered persons notified under Rule 48(4) of the Central GST Rules, 2017 and we are not required to comply with e-Invoicing provisions under GST Act, as our aggregate turnover in any preceding financial year from 2017-18 onwards has not exceeded Rs. 10 Cr. as per GST Act."</p> <p>b) Trade Receivable Discounting System (TReDS) For MSEs: TReDS is a digital platform to help MSMEs to address their financial needs for facilitating the financing of trade receivables from buyers, through multiple financiers. TReDS is governed by the Reserve Bank of India under the Payment and Settlement Systems Act, 2017 and the Factoring Regulations Act, 2011. Under the TReDS initiative, at present, RBI</p>		Sr. No.	Release of Payment	Document Required	1	After delivery of 01 Nos. of trolley mounted HP compressor, 80% payment will be released	<ol style="list-style-type: none"> GRN copy One original and two copies of signed Invoice Warranty certificate COC User Acceptance certificate 	2	After delivery of 01 sets of Pressure Regulating Valve(400bar to 250bar), 10% payment will be released	<ol style="list-style-type: none"> GRN copy One original and two copies of signed Invoice Warranty certificate COC User Acceptance certificate 	3	After installation ,testing ,commissioning and training of 01nos. of trolley mounted HP air compressor and PRV, 10% payment will be released	WCC/User Acceptance report
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	<p>has given licenses to three participants (RXIL, Invoice Mart, M1Xchange). MDL is registered for TReDS online platform with A.TREDS Ltd, & M1Xchange to facilitate payments to MSMEs through TReDS. At TReDS, auctioning of invoices at competitive & transparent environment is done by financiers based on Buyer's credit profile.</p> <p>MSE bidders desirous to receive payments through TReDS platform may avail the facility if they are already registered on TReDS platform or by registering on any one of the service provider. Contact Details of TReDS platform service providers are to be indicated. MSE bidders upon successful delivery shall submit their invoices along with the mandated enclosures at MDL, Central Receipt Section. MSE vendors, desirous to receive payments through a particular TReDS platform must submit their TReDS details along with the invoice at MDL, Central Receipt Section. Upon receipt and acceptance of the supplied material and receipt of invoices with the mandated enclosures, MDL shall process the invoice for payment on that particular TReDS platform. Any unfinanced invoices / invoices of MSE bidders seeking payment from MDL directly shall be processed as per the Standard payment terms agreed in PO / contract."</p>
<p>13.</p>	<p>Guarantee/ Warranty:</p> <p>Comprehensive guarantee for the period of 18months to be submitted by the firm after commissioning and acceptance of the compressor/total equipment by MDL user dept, during this period the defects/failures if any shall be attended and rectified free of cost within 3 working dayson being notified . No payments for any tools/materials/oil/lube oil/coolant/spares/parts/manpower/services shall be made by the user during this period.</p> <p>If it is established that the contractor has failed to comply with the Guarantee/warranty obligations, the PSBG will be enchased by MDL. MDL's decision in this regard shall be final and binding on the supplier / contractor.Com.</p>
<p>14.</p>	<p>Performance Security (Performance Bank Guarantee cum Security Deposit):</p> <p>Bidder shall submit Performance Security {Performance Bank Guarantee (PBG) cum Security Deposit (SD) for an amount of 5% (Five per cent) of the Contract/Order value excluding taxes, duties, freight etc. in the form of NEFT/ Demand Draft / Pay order / Bank Guarantee / Insurance Security Bond / e-Bank Guarantee in favour of Mazagon Dock Shipbuilders Limited, Mumbai from the list of Banks approved by SBI / Canara Bank published on MDL website as per MDL standard format at Enclosure-5 within 25 days after notification of the award of contract and it should remain valid for a period of 60 (sixty) days beyond the date of completion of all contractual obligations of the supplier, including warranty obligations.</p> <p>Security Deposit will be refunded to the contractor without interest, after he duly performs and completes the contract in all respects but not later than 60(sixty) days of completion of all such obligations including the warranty under the contract.</p> <p>Non-submission or late submission of Security Deposit:</p> <p>(i) MDL may at their discretion cancel the order and invoke risk purchase clause.</p> <p>(ii) If MDL does not cancel the order, then interest will be recovered on the Security deposit amount for the late submission of Security deposit at the rate of interest i.e. SBI BPLR plus 2% in case of Indigenous bidders & EUROBOR/LIBOR plus 2% in case of foreign bidders declared by Indian Nationalized Bank State Bank of India for that quarter</p>
<p>15.</p>	<p>Liquidated Damages:</p> <p>Time is an essence of the contract. Therefore, the job, as ordered, should be completed on the dates mutually agreed upon in accordance with the delivery/completion schedule mentioned in PO. In cases of delay not attributable to Purchaser, beyond the agreed schedule, the Supplier / Contractor shall pay liquidated damages, a sum representing 0.5 % (Half percent) per week or part thereof, subject to maximum of 5% of the undelivered /unfinished portion of the order/ contract.</p> <p>NOTE: Engg-EY will submit delay analysis report for calculation of liquidated damage along with Work Completion Certificate/Acceptance Report.</p>
<p>16.</p>	<p>Breach of Obligation clause with respect to Bid submitted:</p> <p>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,</p> <p>a) Bidder has withdrawn / modified / amended / impaired / derogated from the tender during the period of bid validity.</p>

	Bidder fails or refuses to execute the contract upon notification of acceptance of bid by the purchaser during the period of bid validity.
17.	CANCELLATION OF TENDER The Purchaser reserves the right to cancel/withdraw the tender in toto or part and or award the contract / order in full or part without assigning any reason whatsoever and without thereby incurring any liability to the affected Bidder or Bidders or any obligations to inform the affected Bidder or Bidders of the grounds for MDL action.
18.	JURISDICTION OF COURTS All contracts shall be deemed to have been wholly made in Mumbai and all claims there under are payable in Mumbai City and it is the distinct condition of the order that no suit or action for the purpose of enforcing any claim in respect of the order shall be instituted in any Court other than that situated in Mumbai City, Maharashtra State, India i.e. courts in Mumbai shall alone have jurisdiction to decide upon any dispute arising out of or in respect of the contract.
19.	MDL reserves the right to consider placement of Order / Contract in part or in full against the tendered quantity.
20.	In case of any technical clarifications, bidder is requested to contact Mr. Hitesh Dongarwar, Email Id: hmdongarwar@mazdock.com , Ph No- 02223763599 before the closing date of the tender. We look forward to receive your most competitive and reasonable offer against this tender.
	Yours faithfully, For MAZAGON DOCK SHIPBUILDERS LIMITED Vishal Kumar, Deputy Manager (C-EY) (Purchase Executive)

Enclosures

Enclosure-1: Scope of Supply / Work.

Enclosure-2: Rate Sheet Format.

Enclosure-3: Tender Enquiry Terms and Acceptance Format.

Enclosure-4: Deviation Sheet

Enclosure-5: Format for Bank Guarantee for Performance Security

Enclosure-6: Declaration of Local content

Enclosure-6a: Actual Local content

Enclosure-7: List of approved Banks

Scope of Work & Scope of Supply

Supply, Installation, Testing, Commissioning and Training of Tyre Mounted Portable High Pressure Air Compressor.

400 bar HP Compressor, 54 m³/Hr capacity, equipped with controllable/regulated compressed air discharge output at pressure of 400 Bar or 250 Bar.

Required Technical Specification of HP Air Compressor with Block Drying Unit (HP Air dryer):

- Volume Flow Rate :- 54 m³ /Hr.
- Working Pressure :- 400 bar and 250 bar.
- Max. Allowable working pressure :- 400 bar.
- Speed :- @ 1480 rpm.
- Cooling :- Air cooled
- Drive :- Direct drive
- Ambient temp. range :- 0 / +55 °C
- Electric Motor :- Confirming to IEC-60034/-72 or equivalent (IP55)

Standard Scope of Supply in Equipment:

The compressor & motor coupled by means of a flexible coupling/ V-Belt drive & mounted on a common heavy steel fabricated structure enclosed within a canopy for weather protection. In addition to this, following features/ accessories should be incorporated:

- Air intake filter.
- Intercooler at each stage & final after-cooler.
- Air pressure gauge at each stage and final discharge.
- Air temperature gauge at each stage and final discharge.
- Pressure Regulating Station. (400 bar to 250 bar discharge)
- Outlets with 400 bar and 250 bar (with Pressure reducing station)
- Air temperature high alarm / trip.
- Pressure oil lubrication (with low oil pressure alarm system).
- Oil pressure gauges.
- Oil level Gauge (Sight Glass)
- Safety valve at each stage.
- Emergency Stop
- Condensate (oil /water) separator at all stage.
- Auto drains system (condensate) after each stage and BDU (Blow down Unit) at each stage.
- Auto-unload start relief integrated with the auto-drain system.
- Flexible drive coupling OR V-Belt drive
- Air dryer arrangement integrated (Desiccant Regenerative Type) with the compressor with following specification
 - Ambient temperature range: 0 /+ 55°C
 - Residual Oil Content: less than 3 mg/ m³ (by weight) Type in free air.
 - Dust content: less than 10 microns
 - Material for air dryer is SS.
- Mention the size of compressor & also give the detail of trailer & canopy which will be provided by the firm.

- The canopy should have provisions for protecting the electrical/ control components and air intake filter from rain and dust.
- Layout drawing with and without canopy to be submitted.
- General Arrangement (GA) drawing of canopy to be submitted.

Accessories included in Standard supply:

- Control Panel with gauges and switches
- Auto Stop/ Start pressure remote control.
- Emergency stop switch to be provided.
- Emergency Shut-off valve to be provided.
- Pressure valve to be provided for air delivery.
- Resilient AV mounts.
- Flexible Hose for air outlet (Including final non–return valve)- 1000 mm long 12x2.5 bite type.
- Suitable Flexible hose for condensate (oil /water) drainage connection- 1000 mm long.
- 150 meter long high pressure air hose of 750 bar capacity with ½” BSP male end fitting (with closing cap with chain), this hose shall be encased in hose drum, mounted on canopy.
- Hose drum for the above mentioned air hose of 150 meter length, mounted on canopy.
- Electric four core copper cable of 150 meter long (PVC Flexible) for electric connection to compressor with electric supply.
- Electric Cable drum for above electric cable, mounted on canopy.
- First charge of oil/lube oil/coolant for trials/ commissioning and first Running-in replenishment to be provided.
- Auto stop/Start pressure switch /sensor remote control.

Test Certification & Documentation:

- Factory Test Reports
- Inspection reports
- Trials and commissioning reports
- Electrical drawings/cable diagrams
- Maintenance manual along with recommended time based and running hour-based routines.
 - Running Hour-Based/Routine Maintenance Procedure
 - Time based Maintenance procedure
- Operation Manual
- Spare Parts Manual
- Trouble Shooting Manual
- PIL of Compressor, Motor & Instrumentation/Controls to enable ordering of spares in the future.

General Conditions:

1. The input power supply for the compressor will be of 3 phase, 415 Volts, 50 Hertz and 1 phase, 220 Volts, 50 Hertz. The compressor should work on this power supply.
2. All test parameters are to be recorded and submitted as part of documentation.
3. Firm to submit the detailed technical specifications with the part list catalogues, GA drawings, Electrical drawings for control panels and circuit, isolation / protective panel if any, operation and maintenance manuals, trouble shooting, defect rectification in quadruplicate.
4. All the materials used, should have test certificates and conform to their respective specifications and third-party acceptance certificates are to be submitted to MDL.

5. Firm to submit complete quality (QA) plan within 10 days from the date of receipt of order and get it approved by MDL. Any correction suggested to be corrected within 5 days.
6. Firm shall supply 2 copies + 1 soft copy of operating and maintenance instruction manual to MDL and it should indicate the following:
 - Precautions to be taken during operation and maintenance.
 - Trouble shooting chart and rectification methods.
 - Recommended list of spares part, part list catalogue.
 - Electric circuit and controls diagrams
 - Pneumatic circuit diagrams
 - A print of as fitted drawings.

Inspection and Certification:

1. Third Party Inspection pertaining to material & testing from third party agency M/s IRS/ Lloyd/ DNV is to be carried out by the Bidder at their own cost at factory for workmanship & material. The material certificate will be issued by Government Authorized Lab. of/for those items manufactured in India. The stage of inspection (QA Plan) to be submitted to MDL within 10 days from the date of purchase order for approval.
2. Factory Acceptance Trials shall be witnessed by representative of MDL & SOT reps at supplier premises along with the third-party inspection agency. The supplier will send prior FAT intimation and schedule at least 20 days in advance.
3. In Factory Acceptance Test (FAT) several test /trial should be performed at various stages to verify the performance of the compressor as per QAP. The supplier should submit the QAP & material specification and certificate FAT procedure to MDL within 10 days from the date of purchase order, for approval.
4. Receipt inspection shall be carried out on receipt of the equipment by MDL, along with QA,SOT rep and vendor rep.

Warranty:

Bidder shall warranty the performance of the compressor for a period of 18 months after commissioning and acceptance by MDL user dept. During this period, defects if any shall be attended free of cost within 3 working days on being notified.

Installation, testing, commissioning (at 54 m³/Hr) and training to MDL employee as per scope of work.

Payment Terms and Documents:

Sr.No	Release of Payment	Document required
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1	After delivery of 01 Nos. of trolley mounted HP compressor, 80% payment will be released.	<ul style="list-style-type: none"> i. GRN copy ii. 02 Copies of signed original invoice iii. Warranty certificate iv. COC v. User Acceptance report
2	After delivery of 01 sets of Pressure Regulating Valve (400 bar to 250 bar), 10 % payment will be released	<ul style="list-style-type: none"> i. GRN copy ii. 02 Copies of signed original invoice iii. Warranty certificate iv. COC v. User Acceptance report
3	After Installation, testing, commissioning and training of 01 nos. of trolley mounted HP air compressor and PRV, 10 % payment will be released.	WCC/ User Acceptance report

Performance Bank Guarantee:

Performance bank Guarantee (PBG) will be 5 % of total order value.

Liquidated Damage:

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

Installation and Commissioning:

1. Supplier shall be responsible for installation, setting to work and commissioning of the Compressor at Naval dock Mumbai. The Bidder is solely responsible if the installation & commissioning period gets delayed/extended for any reasons not attributable to Yard.
2. Firm shall arrange all manpower, tools and any other items required for installing and commissioning of the compressor. No assistance will be provided by Yard for trials and commissioning, firm to arrange on its own all the tools and manpower requirement.
3. Firm to provide the details of space required for installing the compressor, power supply and any other requirements to be provided by Yard for working the system. Yard will provide Electric supply, compressed air and water free of cost. All charges of installation/ commissioning/ service Engineer to be borne by the Bidder.
4. Spares consumed while setting the machine to work /trials/commissioning shall be replenished by the firm without any extra cost.
5. OBS & Spares
6. Inspection Kit, Maintenance kit of 1 year, maintenance kit of 2 years, maintenance kit for 1000 hrs.

Training:

Firm to impart complete training on operation & maintenance of the compressor to Operatives & maintenance personnel of respective yard after successful commissioning.

Guarantee/Warranty: Comprehensive guarantee for the period of 18 months to be submitted by the firm after commissioning and acceptance of the compressor/total equipment, during this period the defects/failures if any shall be attended and rectified free of cost by the firm. No payments for any tools/material/oil/lube oil/coolant/spares/parts/manpower/services shall be made by the user during this period.

Delivery schedule: 06 months from the date of PO.

Contract date: 01 year from the date of PO.

Sub: GEM/2026/B/7180087- Supply, Installation, testing, commissioning and Training of Tyre Mounted Portable High Pressure Air Compressor

Sr. No	Description of Supply/Jobs	QTY (In No)	UOM	Unit rate excluding GST (in Rs.)	Total Value excluding GST (in Rs.)	Unit rate including GST (in Rs.)	GST Percentage	Total Value including GST (in Rs.)
1	HP Air Compressor model with electric motor, 400bar, 54m ³ /hr, fitted with control panel, canopy, air dryer and trolley mounted & portable version.	01	NOS					
2	Pressure Regulating Valve (PRV) 400 bar to 250bar	01	Nos					
3	Installation, testing, commissioning and training for HP air compressor and PRV	01	Nos					
	Total in INR (Figures)							
	Total in INR (Words)							

Note: Firm to quote prices inclusive of all i.e. taxes & duties (if any) on non-exceeding basis on GEM portal. Break up for the same to be shared post price bid opening. Firm to indicate separate GST% in their techno-commercial offer.

TEF ACCEPTANCE FORMAT
(Bidders requested to fill complete details as)

To
 MAZAGON DOCK SHIPBUILDERS LIMITED
 COMMERCIAL DEPARTMENT (E.Y)

TENDER ENQUIRY NO.: GEM/2026/B/7180087

TEF CLAUSE No.	BIDDER'S REMARK	TEF CLAUSE No.	BIDDER'S REMARK	TEF CLAUSE No.	BIDDER'S REMARK
	ACC/DEV		ACC/DEV		ACC/DEV
1.		2.		3.	
4.	Not Applicable	5.		6.	Not Applicable
7.		8.		9.	
10.		11.		12.	
13.		14.		15.	
16.		17.		18.	
19.		20.			

COMPANY'S NAME & ADDRESS :

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

NOTES:

- Bidder should carefully read the Terms & Conditions of the Tender Enquiry Form (TEF) prior to filling up this acceptance format.
- This format should be properly filled, signed and returned by the bidder(s) along with their technical offer for considering their Bid.
- Bidder should indicate "ACC" for Accepted, "DEV" for Deviation Taken for each clause number in the above table.
- Bidder to attach Separate Sheet indicating all relevant details such as Number & description of the Clause, Reasons for Deviation and Alternative suggested for any deviations taken by them.
- Clause numbers shown in the above format also includes the sub-clauses under these clauses. For example, Clause no. '3' means – Clause nos. 3.1, 3.1.1, 3.1.2-----

DEVIATION FORMAT

(Bidders to fill, sign, stamp and RETURN this form in bid)

To,
MAZAGON DOCK SHIPBUILDERS LIMITED
COMMERCIAL EASTYARD

TENDER ENQUIRY NO.: GEM/2026/B/7180087

Deviation Sr. No.	Page Sr. No. or Enclosure Reference of the Tender Enquiry	Clause Number for Which the Deviation is Sought	Brief Text Description of the Clause	Reasons for Deviation	Suggested Alternative
1.					
2.					
& so on...					

COMPANY'S NAME & ADDRESS :

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

PROFORMA BANK GUARANTEE FOR PERFORMANCE SECURITY

(ILLUSTRATIVE FORMAT)
(On Non-Judicial stamp paper of value Rs. 500/-)

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 Purchaser" which expression shall, unless it be repugnant or contrary to the subject or context thereof, be deemed to mean and include its successors and assigns) having placed an order on Messers a partnership firm/sole proprietor business/a company registered under the Companies Act, 1956 having its Registered office at (hereinafter called the Contractor/ Supplier which expression shall, unless it be repugnant or contrary to the subject or context thereof, be deemed to mean and include its successors and assigns) vide order No. dated (hereinafter called "the order" which expression shall include any amendments/alterations to "the order" issued by "the Purchaser") for the supply, delivery at site, installation and commissioning of certain equipment, item/services/civil works etc. as stated in the said Order and the Purchaser having agreed that the Contractor / Supplier shall furnish a security for the performance of the Contractor's / Supplier's obligations and/or discharge of the Contractor's / Supplier's liability in connection with the said order and the Purchaser having agreed with the Contractor/Supplier to accept a performance guarantee, We, Bank having office at (hereinafter referred to as "the Bank" which expression shall include its successors and assigns) hereby agree to pay to the Purchaser without any demur on first demand an amount not exceeding Rs. (Rupees.....only) being **5%** of the order value against any loss or damage, costs, charges and expenses caused to or suffered by the Purchaser by reason of non-performance and non-fulfillment or for any breach on the part of the Contractor / Supplier of any of the terms and conditions of the said order.

2. We, Bank further agree that the Purchaser shall be sole judge whether the said Contractor/Supplier 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 Purchaser on account thereof and we waive in the favour of the Purchaser all the rights and defences to which we as guarantors may be entitled to.

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

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

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

6. We, Bank also agree that the Bank's liability under this guarantee shall

not be affected by any change in the constitution of the Contractor / Supplier or dissolution or winding up of the business of the contractor/ supplier.

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 + 4 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 authorized to sign on behalf of "the Bank")

NOTE:

- 1. Indigenous supplier or Foreign Supplier through Indian Bank to submit BG.
- 2. If foreign supplier submits BG through Foreign Bank the same should be submitted by SWIFT.MDL Bank SWIFT A/c.No.is SBININBB101.

DECLARATION CERTIFICATION FOR LOCAL CONTENT

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

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

IN RESPECT OF BID / TENDER No......
ISSUED BY: (Name of Firm)

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

I, the undersigned,
(full names), do hereby declare, in my capacity as.....
of

(name of bidder entity), the following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have read and understood the requirement of local content (LC) and same is specified as percentage calculated in accordance with the definition provide at clause 2 of revised Public Procurement (preference to Make in India) Order 2017.

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

- (c) I have satisfied myself that the goods / services / works to be delivered in terms of the above specified bid comply with the local content requirement as specified in the tender for ‘Class- I Local Supplier’ / ‘Class-II Local Supplier’, and as above.
- (d) I understand that a bidder can seek benefit of either Public Procurement Policy for MSEs – Order 2012 or Public Procurement (preference to make in India) Order 2017 and not both and once the option is declared / selected it is not permitted to be modified subsequently Accordingly, I seek the benefit from the below declared purchase preference policy only.

i) I seek benefits against the following policy only (Select only one Option):

1) PPP MSE Order 2012 (applicable for MSE manufacturers)

2) PPP MII 2017 (applicable for Class I suppliers as well as MSE manufacturers)

(Note: if not declared / selected it shall be deemed that purchase preference benefit is sought under PPP MII 2017 policy. However, selection of both the options will be treated as ambiguous and will result in rejection of bid)

e) The local content calculated using the definition given above are as under:

Tender item Sr No	Local content calculated as above %	Location of Local value addition (Location shall be the specified as name of city or district etc. Location as name of country will be considered as ambiguous and such bids shall be rejected.)

Attach separate sheet duly signed if space is not sufficient.

NB: Local content percentage shall be declared item wise or tender wise strictly as per the terms of the tender.

f) I accept that the Procurement Authority / Institution / MDL / Nodal Ministry has the right to request that the

local content be verified in terms of the requirements of revised Public Procurement (preference to Make in India) Order 2017 dated 16.09.2020 and I shall furnish the document / information on demand. Failure on my part to furnish the data will be treated as false declaration as per PPP MII Order 2017. In case of contract being awarded, I undertake to retain the relevant documents for 7 years from date of execution.

g) I understand that the submission of incorrect data, or data that are not verifiable as described in revised Public Procurement (preference to make in India) Order 2017 dated 16.09.2020

SIGNATURE:

Seal / Stamp of Bidder

DATE:

ACTUAL LOCAL CONTENT CERTIFICATE
(Tender value Less than Rs 10 Crores)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SIGNATURE: _____

DATE: _____

Stamp / Seal of the company

LIST IF 1ST CLASS BANKS FROM SBI revised.

Nationalized Banks/Public Sector Bank

1. Allahabad Bank
2. Andhra Bank
3. Bank of Baroda
4. Bank of India
5. Bank of Maharashtra
6. Canara Bank
7. Central Bank of India
8. Corporation Bank
9. Dena Bank
10. IDBI Bank
11. Indian Bank
12. Indian Overseas Bank
13. Oriental Bank of Commerce
14. Punjab & Sind Bank
15. Punjab National Bank
16. Syndicate Bank
17. State Bank of India
18. CO Bank
19. Union Bank of India
20. United Bank of India
21. Vijaya Bank
22. State Bank of India

List of Private Banks

1. Axis Bank
2. Federal Bank
3. HDFC Bank
4. ICICI Bank
5. IndusInd Bank
6. Kotak Mahindra Bank
7. Yes Bank
8. Karur Vysya Bank
9. IDFC Bank