



माझगांव डॉक शिपबिल्डर्स लिमिटेड

(भारत सरकार का उपक्रम)

राष्ट्र के पोत निर्माता

डॉकयार्ड रोड, माझगांव

मुंबई - ४०००१०

भारत

MAZAGON DOCK SHIPBUILDERS LIMITED

(A Government of India Undertaking)

Shipbuilders to the Nation

Dockyard Road, Mazagon,

Mumbai 400 010.

INDIA

EXPRESSION OF INTEREST (EOI)

FOR EMPANELMENT OF

CONSULTANTS FOR WORKS

DIVISION	:	Shipbuilding	EOI No	:	EOI/ TS consultancy
DEPARTMENT	:	Outsourcing	EOI Date	:	09.06.2025
			EOI Closing Date and Time	:	01.07.2025
			EOI Opening Date and Time	:	02.07.2025

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1. **PREAMBLE**

- 1.1 Mazagon Dock Ship Builders Limited (MDL), hereinafter referred as Employer, is a Navratna Public Sector Undertaking under the administrative control of Department of Defence production, Ministry of Defence, Government of India.
- 1.2 MDL's core activities / business are Shipbuilding, Submarine Construction and Heavy Engineering Works.
- 1.3 MDL intends to take up various nature of works viz., renovation/ construction of offices/ workshops/ stores/ toilet blocks, improvement of facades of existing buildings, beautification of common areas, landscaping, interior designs, civil structures over the next few years to improve the overall ambience in the Company.
- 1.4 In this context, MDL proposes to appoint a panel of Consultants for providing Consultancy Services for various renovation works of offices / guest house, structural designing of various infrastructure land based & marine based, landscaping designing, Lighting designing and Electrical designing.

2. **INFORMATION TO APPLICANTS:**

- 2.1 The application shall be submitted only as per the enclosed format (s) along with **Annexure I to VIII, X to XII, XVI. Annexure VII is Tentative Rate sheet for information only and not to be submitted.** Self attested documentary proof(s) in respect of the details furnished in the application form shall be submitted along with the application. The application shall be signed by the authorized person (s) of the Applicant.
- 2.2 An applicant can apply for empanelment in any or all of the categories stipulated herein. In case, an applicant wishes to apply for more than one category, document(s)/annexure(s) relevant to each of the categories, as stipulated, shall be submitted separately for evaluation.
- 2.3 MDL reserves the right to reject any or all applications without assigning any reason thereof.
- 2.4 The empanelment will be valid for a period of Two (2) years from the date of notification (Letter of Empanelment).
- 2.5 Pre-qualification/Empanelment does not necessarily mean that a job will be assigned to the Consultant.
- 2.6 A Pre-EOI conference will be held for the subject EOI to clarify doubts/ queries, if any, of interested applicants/consultants on the contents of the EOI.
- 2.7 Clarifications, if necessary, will be sought from the applicants before empanelment. All information submitted by the applicants during the



process of empanelment will be the property of MDL and will not be returned.

3. **INSTRUCTIONS TO APPLICANTS:**

3.1 **GENERAL**

- (a) All information requested for in the enclosed forms should be furnished against the respective columns in the format. Applicants are cautioned that non-submission of complete information as per the required formats or making any change in the prescribed forms may result in the application being summarily rejected.
- (b) The application shall be type written. The applicant's name, signature and stamp shall appear on each page of the application form.
- (c) Copies of the References, information, work orders and relevant certificates from the respective clients regarding consultancy services rendered shall be submitted by the applicant, which could be verified by MDL, when required.
- (d) The applicants are advised to attach any additional information which they think fit and necessary in regard to proving their capabilities. No further information will be entertained after submission of the application unless it is called for by MDL.
- (e) The cost incurred by the applicants in preparation & submission of this application, providing clarifications or attending discussions in connection with process of empanelment shall be borne by the applicant and MDL, in no case, will be responsible or liable for these costs regardless of the outcome of the process.
- (f) This is an e-EOI and proposals have to be submitted online ONLY. It is the sole responsibility of the Applicants to submit their applications online in time.
- (g) In case of any techno-commercial query prior to submission of applications, the Applicant(s) are requested to contact the following from MDL. Letter(s)/emails shall be addressed to GM/HOD (OTS), MDL. Contact details are as under:

MDL	
Shri. Debjit Mondal Email: dmondal@mazdock.com Tel No: +91 22 2376 3410	Shri. A. P. Garkhedkar Email: apgarkhedkar@mazdock.com Tel No: +91 22 2376 3086

(h) **Corrigendum:**

- (i) Before the deadline for submitting applications, MDL may update, amend, modify, or supplement the information, assessment or assumptions contained in the EOI Document by issuing a corrigendum.



- (ii) The corrigendum shall be published in the same manner as the original EOI Document. Any corrigendum thus issued shall be considered a part of the EOI Document.

3.2 **DEFINITIONS**

- (a) In the document, the following words and expressions shall have the meaning hereby assigned to them except where the context otherwise requires:
 - (i) "**Employer/Client**" means Mazagon Dock Shipbuilders Limited (MDL) of Dockyard road, Mazagon, Mumbai-400 010
 - (ii) "**Applicant**" means Proprietary firm, Partnership firm, Private Limited Company, Limited Company whose application has been received by the employer and includes the applicant's personal representatives, successors and permitted assignees. Start-ups shall not be given any exemption.

3.3 **METHOD OF APPLYING**

- (a) If the application is made by a Proprietary firm, it shall be signed by the Proprietor above his full typewritten name and full name of his firm with the current address.
- (b) If the application is made by a firm in Partnership, it shall be signed by all the partners of the firm above their full typewritten names and current addresses or alternatively by a partner authorized for signing the application. A certified copy of Partnership Deed indicating necessary authorization shall accompany the application.
- (c) If the application is made by a Limited Company, it shall be signed by a duly authorized person holding the Power of Attorney for signing the application, in which case a certified copy of the Power of Attorney issued by the Board of Directors shall accompany the application.

3.4 **FINAL DECISION MAKING AUTHORITY**

The Employer reserves the right to accept or reject any or all applications and to annul the process and reject all the applications at any time without assigning any reason(s) thereof and without thereby incurring any liability to the affected applicant(s) or without informing the applicants of the grounds for the Employer's action.

4. **PRE-EOI CONFERENCE:**

A Pre-EOI conference will be held for the subject EOI on 20.06.2025. Intending Applicants shall also furnish names and designation of their persons attending the pre-EOI conference. Applicants shall submit written queries in advance of the Pre-EOI conference.

**5. CATEGORY OF EMPANELMENT:**

5.1 Consultants shall be empaneled under the following categories:

- (a) **Category-I**: Consultancy Services for concept layout design for renovation of offices, Guest house, board rooms, conference rooms, interior design, facade design, Mess/Canteen, aesthetic improvement of common areas, residential areas.
- (b) **Category-IIa**: Consultancy Services for Structural design of land based Infrastructure
- (c) **Category-IIb**: Consultancy Services for Structural design of marine structures
- (d) **Category-III**: Consultancy Services for Landscaping design
- (e) **Category-IV** : Consultancy Services for Lighting design
- (f) **Category-V** : Consultancy Services for Electrical design

6. ELIGIBILITY CRITERIA:

6.1 **Category-I: Consultancy Services for concept layout design for renovation of offices, Guest house, board rooms, conference rooms, interior design, facade design, Mess/Canteen/Dining Hall, aesthetic improvement of common areas, residential areas:**

- (a) Applicants should be a well established and professionally organized Consultancy firm with at least 10 years' experience in the field of providing consultancy services.
- (b) Applicants should have successfully executed at least one project in each of the following categories:
 - (i) Preparation of Master Plan of Office Complex/ Concept layout for renovation of corporate office/board room.
 - (ii) Interior design of corporate offices / guest houses/ Mess/ Dining Hall
- (c) Applicants should submit average annual turnover of at least Rs.50,00,000/- during the last 03 financial years ending 31 Mar' 2024. (**Note: For the purpose of calculating the average annual turnover, fee received towards consultancy services provided by the Applicant shall ONLY be considered**)
- (d) Applicants should have on their rolls at least the following personnel:
 - (i) 01 Principal Architect registered with the Council of Architecture and having at least 10 years' experience in building layouts.
 - (ii) 02 Junior Architects registered with the Council of Architecture and having at least 5 years' experience in building layouts.
 - (iii) 01 Interior Designer having at least 5 years' experience.
 - (iv) 05 Draughtsman having at least 2 years' experience.
- (e) Applicant should have 01 MEP Engineer having at least 05 years' experience on roll or as an associate
- (f) Applicants should have GST Registration Certificate.



6.2 **Category-IIa: Consultancy Services for Structural design of land based Infrastructure:**

- (a) Applicant should be a well-established and professionally organized Consultancy firm with at least 10 years' experience in the field of providing consultancy services.
- (b) Applicant should have successfully executed at least one project of **Structural Design of RCC framed/ structural steel building.**
- (c) Applicants should submit average annual turnover of at least Rs 50,00,000/- during the last 03 financial years ending 31 Mar' 2024. (**Note: For the purpose of calculating the average annual turnover, fee received towards consultancy services provided by the Applicant shall ONLY be considered**)
- (d) Applicants should have on their rolls at least the following personnel:
 - (i) 01 Licensed Structural Engineer (M Tech/ME) registered with the Municipal Corporation and having at least 10 years' experience in Structural Design of RCC framed/ structural steel building.
 - (ii) 02 Structural Engineers (M Tech/ME) having at least 5 years' experience in Structural Design of RCC framed/ structural steel building
 - (iii) 05 Draughtsman having at least 2 years' experience.
- (e) Applicants should have GST Registration Certificate.

6.3 **Category-IIb: Consultancy Services for Structural design of marine structures:**

- (a) Applicant should be a well-established and professionally organized Consultancy firm with at least 10 years' experience in the field of providing consultancy services.
- (b) Applicant should have successfully executed at least one project of **Structural Design of marine structures.**
- (c) Applicants should submit average annual turnover of at least Rs 50,00,000/- during the last 03 financial years ending 31 Mar' 2024. (**Note: For the purpose of calculating the average annual turnover, fee received towards consultancy services provided by the Applicant shall ONLY be considered**)
- (d) Applicant should have on their rolls at least the following personnel:
 - (i) 01 Licensed Structural Engineer (M Tech/ME) registered with the Municipal Corporation and having at least 10 years' experience in Structural Design of marine structures.



- (ii) 02 Structural Engineers (M Tech/ME) having at least 5 years' experience in Structural Design of marine structures
- (iii) 05 Draughtsman having at least 2 years' experience.
- (e) Applicant should have GST Registration Certificate.

6.4 **Category-III: Consultancy Services for Landscaping Design:**

- (a) Applicant should be a well established and professionally organized Consultancy firm with at least 07 years' experience in the field of providing consultancy services.
- (b) Applicant should have successfully carried out at least one project of **landscaping design admeasuring area of at least 200 sqm.**
- (c) Applicant should submit average annual turnover of Rs 10,00,000/- during the last 03 financial years ending 31 Mar' 2024. (**Note: For the purpose of calculating the average annual turnover, fee received towards consultancy services provided by the Applicant shall ONLY be considered**)
- (d) Applicant should have on their rolls at least the following personnel:
 - (i) 01 Principal Architect registered with the Council of Architecture and having at least 07 years' experience.
 - (ii) 02 Junior Architects registered with the Council of Architecture and having at least 3 years' experience in landscaping design.
 - (iii) 05 Draughtsman having at least 2 years' experience.
- (e) Applicants should have GST Registration Certificate.

6.5 **Category-IV: Consultancy Services for Lighting design:**

- (a) Applicant should be a well established and professionally organized Consultancy firm with at least 05 years' experience in the field of providing consultancy services.
- (b) Applicant should have successfully executed at least one project of **lighting design in auditorium/board rooms/commercial complex/ facade.**
- (c) Applicant should submit average annual turnover of Rs.2,00,000/- during the last 03 financial years ending 31 Mar' 2024. (**Note: For the purpose of calculating the average annual turnover, fee received towards consultancy services provided by the Applicant shall ONLY be considered**)
- (d) Applicant should have on their rolls at least the following personnel:
 - (i) 01 Principal Architect registered with the Council of Architecture and having at least 05 years' of experience.



- (ii) 01 Junior Architects registered with the Council of Architecture and having at least 3 years' experience in lighting design.
- (iii) 01 Electrical Engineer (BE/BTech, Elec) having at least 3 years' experience in lighting design.
- (iv) 03 Draughtsman having at least 2 years' experience.
- (e) Applicants should have GST Registration Certificate.

6.6 **Category-V: Consultancy Services for Electrical Design:**

- (a) Applicant should be a well established and professionally organized Consultancy firm with at least 07 years' experience in the field of providing consultancy services.
- (b) Applicant should have successfully executed at least one project of Electrical Design for offices/ stores/ workshops/ commercial complex/ substations.
- (c) Applicant should submit average annual turnover of Rs 5,00,000/- during the last 03 financial years ending 31 Mar' 2024. (**Note: For the purpose of calculating the average annual turnover, fee received towards consultancy services provided by the Applicant shall ONLY be considered**)
- (d) Applicants should have on their rolls at least the following personnel:
 - (i) 01 Principal Designer (BE/BTech,Elect) and having at least 05 years' experience in Electrical Design of offices/ stores/ workshops/ commercial complex/ substations.
 - (ii) 02 Electrical Engineers (BE/BTech,Elect) having atleast 3 years' experience in Electrical Design of offices/ stores/ workshops/ commercial complex/ substations.
 - (iii) 03 Draughtsman having at least 2 years' experience.
- (e) Applicants should have GST Registration Certificate.

7. **SUBMITTALS BY APPLICANTS: The Applicants shall furnish the following:**

Applicants shall upload scanned copy of the following duly filled in, signed & stamped with company seal in their online application: -

- (a) EOI Document duly signed and stamped on each page.
- (b) Documentary evidence in support of **Year of Existence** viz Certificate of Incorporation/ Partnership Deed/Shop and Establishment certificate/Any other relevant documentary evidence for year of existence
- (c) Documentary evidence in support of **Similar Consultancy Services/works executed in the relevant years viz** Work Order/ Contract Agreement and Certificate indicating execution of relevant services/ Bill Certified by Client/PMC indicating execution of relevant services



- (d) Documents in support of **Strength of Technical Team** viz Curriculum vitae duly attested by CEO/ MD/ Proprietor/Partner of the Firm. Valid Registration Certificate issued by Council of Architecture (in case of Architects)
- (e) Scanned copy of Applicant's **company profile**.
- (f) Organizational Details and Details of Directors/ Partners/Proprietors
- (g) Documents in support of **Financial Capacity** viz CA Audited Balance Sheets & Profit and Loss Statement for last 03 years ending **31st March, 2024**, CA Audited & certified Average Annual financial turnover during the last 3 years ending **31st March, 2024**. Draft Audited Reports are not acceptable.
- (h) Declaration for Banned or delisted Applicants **as per EOI Clause No.39** and in the format attached at **Annexure-XVI**
- (i) Scanned copy of Bank details for payment by NEFT/RTGS/ECS with authenticated by the Banker in the format attached at **Annexure-XII**
- (j) Scanned copy of **GST Registration Certificate & Permanent Account Number (PAN)**.
- (k) Applicants registered as **Micro / Small Enterprises (MSEs)** shall upload scanned copy(s) of Valid **UDYAM Registration Certificate**, issued by the Competent Authority.
- (l) Power of Attorney, in case of a Limited or Private Limited Company or a corporation.
- (m) Signed copy of Corrigendum if issued by MDL.
- (n) Applicant shall submit Declaration certificate for Local Content in the format attached at Enclosure-10 (A).

8. **EVALUATION OF APPLICATIONS:**

8.1 The applications will be examined by a designated Evaluation Team of MDL, which may call for clarifications/ additional information from the Applicants which must be furnished to the Evaluation Team within the stipulated time. The applicants shall be evaluated based on the following parameters on a scale of 100.

Sl. No.	Parameters	Points
1	Years of existence	20
2	Applicant's Experience (Similar Consultancy Services/works executed)	40
3	Applicant's Financial Capacity (Average Annual Financial Turnover towards Consultancy Services)	10
4	Applicants' strength of Technical Team	30
Sum total		100

**Notes:**

- i) MDL has a right to verify / cross verification of authenticity of the scanned documents with respect to original submitted against this EOI
- ii) The Applicant(s) are 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 Applicant(s) are also requested **not to submit unnecessary documents not asked for.**
- iii) MDL reserves the right to seek clarification/ deficient documents from all the Applicants quoted against the EOI.
- iv) The work executed by the Applicants for their in-house or capital use will not be considered for the purpose of Applicant's experience of completion of similar works.
- v) **Bids from Joint Venture / Consortium are not acceptable.**
- vi) **Start-ups shall not be given any relaxation in prior turnover and prior experience.**
- vii) **MSEs are given 100% relaxation in prior turnover. However, MSEs shall not be given any relaxation in prior experience.**

8.2 The applicants will be awarded points for each of the above parameter on the following basis:

- (a) **Category-I: Consultancy Services for concept layout design for renovation of offices, Guest house, board rooms, conference rooms, interior design, façade design, Mess/Canteen, aesthetic improvement of common areas, residential areas:**

Sl. No	Parameters	Max Points	Documents to be submitted by the Applicant
1	YEAR OF EXISTENCE	20	
	(a) Experience of 10 years	12	Certificate of Incorporation/ Partnership Deed/Shop and Establishment certificate/Any other relevant documentary evidence for year of existence
	(b) Experience more than 10 years will be allotted 1 point for every 1 year of additional experience	8	
2	APPLICANT'S EXPERIENCE	40	
	Similar Consultancy Services/works executed in last 10 years		
	Consultancy Services for concept layout design for renovation of offices/ Guest house/ board rooms/ conference rooms/ interior design/ façade design/ Mess/Canteen/ aesthetic improvement of common areas/ residential areas (04 points for each Project)	40	Work Order/ Contract Agreement and Certificate indicating execution of relevant services/



			Bill Certified by Client/PMC indicating execution of relevant services
3	APPLICANT'S FINANCIAL CAPACITY	10	
	Average Annual Financial Turnover		
	(a) Average annual turnover of at least Rs 50,00,000/- during the last 03 financial years ending 31 Mar' 2024	07	CA Certified Balance Sheet and Profit and Loss Statement / CA Certificate
	(b) Additional financial turnover in multiples of 20% of the threshold value indicated above. (01 Point for each 20%)	03	
4	STRENGTH OF TECHNICAL TEAM	30	
	(a) Principal Architect registered with the Council of Architecture and having at least 10 years' experience (01 No) • 08 Points for 10 years' experience • 01 Point for each additional 05 years of experience	10	<ul style="list-style-type: none"> Curriculum vitae duly attested by CEO/ MD/ Proprietor/Partner of the Firm. Registration Certificate issued by Council of Architecture (in case of Architects)
	(b) Junior Architects registered with the Council of Architecture and having at least 5 years' experience (02 Points for each)	08	
	(c) Interior Designer having at least 05 years' experience	02	
	(d) MEP Engineer (BE/B-Tech, Mech/Elec) having at least 05 years' experience on roll or as an associate (01 No) • 03 Points for 05 years' experience • 01 Point for each additional 02 years of experience	5	
	(e) Draughtsman having at least 2 years' experience. (01 Point for each)	05	

(b) **Category-IIa: Consultancy Services for Structural design of land based Infrastructure:**

Sl. No	Parameters	Max Points	Documents to be submitted by the Applicant
1	YEAR OF EXISTENCE	20	
	(a) Experience of 10 years	12	Certificate of Incorporation/
	(b) Experience more than 10 years will be	8	



	allotted 1 point for every 1 year of additional experience		Partnership Deed/Shop and Establishment certificate/Any other relevant documentary evidence for year of existence
2	APPLICANT'S EXPERIENCE	40	
	Similar Consultancy Services/works executed in last 10 years		
	Structural Design of RCC framed/ structural steel building (04 points for each Project)	40	Work Order/ Contract Agreement and Certificate indicating execution of relevant services/ Bill Certified by Client/PMC indicating execution of relevant services
3	APPLICANT'S FINANCIAL CAPACITY	10	
	Average Annual Financial Turnover		
	(a) Average annual turnover of at least Rs 50,00,000/- during the last 03 financial years ending 31 Mar' 2024	07	CA Certified Balance Sheet and Profit and Loss Statement / CA Certificate
	(b) Additional financial turnover in multiples of 20% of the threshold value indicated above. (01 Point for each 20%)	03	
4	STRENGTH OF TECHNICAL TEAM	30	
	(a) Licensed Structural Engineer (MTech/ME) registered with the Municipal Corporation and having at least 10 years' experience in Structural Design of RCC framed/ structural steel building (01 No) <ul style="list-style-type: none"> 08 Points for 10 years' experience 01 Point for each additional 05 years of experience 	10	<ul style="list-style-type: none"> Curriculum vitae duly attested by CEO/ MD/ Proprietor/Partner of the Firm. Registration Certificate issued by Municipal Corporation (in case of Licensed Structural Engineer)
	(b) Structural Engineer (M Tech/ME) having at least 5 years' experience in Structural Design of RCC framed/ structural steel building (02 Points for each)	10	
	(c) Draughtsman having at least 2 years' experience. (01 Point for each)	05	



(c) **Category-IIb: Consultancy Services for Structural designing of marine structures:**

Sl. No	Parameters	Max Points	Documents to be submitted by the Applicant
1	YEAR OF EXISTENCE	20	
	(a) Experience of 10 years	12	Certificate of Incorporation/ Partnership Deed/Shop and Establishment certificate/Any other relevant documentary evidence for year of existence
	(b) Experience more than 10 years will be allotted 1 point for every 1 year of additional experience	8	
2	APPLICANT'S EXPERIENCE	40	
	Similar Consultancy Services/works executed in last 10 years		
	Structural Design of marine structures (04 points for each Project)	40	Work Order/ Contract Agreement and Certificate indicating execution of relevant services/ Bill Certified by Client/PMC indicating execution of relevant services
3	APPLICANT'S FINANCIAL CAPACITY	10	
	Average Annual Financial Turnover		
	(a) Average annual turnover of at least Rs 50,00,000/- during the last 03 financial years ending 31 Mar' 2024	07	CA Certified Balance Sheet and Profit and Loss Statement / CA Certificate
	(b) Additional financial turnover in multiples of 20% of the threshold value indicated above. (01 Point for each 20%)	03	
4	STRENGTH OF TECHNICAL TEAM	30	
	(a) Licensed Structural Engineer (Min M Tech/ME) registered with the Municipal Corporation and having at least 10 years' experience in Structural Design of marine structures (01 No)	10	<ul style="list-style-type: none"> Curriculum vitae duly attested by CEO/ MD/ Proprietor/Partner of the Firm.
	<ul style="list-style-type: none"> 08 Points for 10 years' experience 01 Point for each additional 05 years of 		<ul style="list-style-type: none"> Registration



	experience		Certificate issued by Municipal Corporation (in case of Licensed Structural Engineer)
(b)	Structural Engineer (M Tech/ME) having at least 5 years' experience in Structural Design of marine structures (02 Points for each)	10	
(c)	Draughtsman having at least 2 years' experience. (01 Point for each)	05	

(d) **Category-III: Consultancy Services for Landscaping Design:**

Sl. No.	Parameters	Max Points	Documents to be submitted by the Applicant
1	YEAR OF EXISTENCE	20	
	(a) Experience of 07 years	14	Certificate of Incorporation/ Partnership Deed/Shop and Establishment certificate/Any other documentary evidence for year of existence
	(b) Experience more than 07 years will be allotted 1 point for every 1 year of additional experience	6	
2	APPLICANT'S EXPERIENCE	40	
	Similar Consultancy Services/works executed in last 07 years		
	Landscaping design admeasuring area of 200 sqm (05 points for each Project)	40	Work Order/ Contract Agreement and Certificate indicating execution of relevant services/ Bill Certified by Client/PMC indicating execution of relevant services
3	APPLICANT'S FINANCIAL CAPACITY	10	
	Average Annual Financial Turnover		



	(a) Average annual turnover of at least Rs 10,00,000/- during the last 03 financial years ending 31 Mar' 2024	07	CA Certified Balance Sheet and Profit and Loss Statement / CA Certificate
	(b) Additional financial turnover in multiples of 20% of the threshold value indicated above. (01 Point for each 20%)	03	
4	STRENGTH OF TECHNICAL TEAM	30	
	(a) Principal Architect registered with the Council of Architecture and having at least 07 years' experience (01 No) <ul style="list-style-type: none"> 08 Points for 07 years' experience 01 Point for each additional 03 years of experience 	10	<ul style="list-style-type: none"> Curriculum vitae duly attested by CEO/ MD/ Proprietor/Partner of the Firm. Registration Certificate issued by Council of Architecture (in case of Architects)
	(b) Junior Architects registered with the Council of Architecture and having at least 3 years' experience in landscaping design (02 Points for each)	10	
	(c) Draughtsman having at least 2 years' experience. (02 Points for each)	10	

(e) **Category-IV: Consultancy Services for Lighting Design:**

Sl. No.	Parameters	Max Points	Documents to be submitted by the Applicant
1	YEAR OF EXISTENCE	20	
	(a) Experience of 05 years	12	Certificate of Incorporation/ Partnership Deed/Shop and Establishment certificate/Any other relevant documentary evidence for year of existence
	(b) Experience more than 05 years will be allotted 1 point for every 1 year of additional experience	8	
2	APPLICANT'S EXPERIENCE	40	
	Similar Consultancy Services/works executed in last 05 years		



	Lighting design in auditorium/ board rooms/ commercial complex/ facade. (08 points for each Project)	40	Work Order/ Contract Agreement and Certificate indicating execution of relevant services/ Bill Certified by Client/PMC indicating execution of relevant services
3	APPLICANT'S FINANCIAL CAPACITY	10	
	Average Annual Financial Turnover		
	(a) Average annual turnover of at least Rs 2,00,000/- during the last 03 financial years ending 31 Mar' 2024	07	CA Certified Balance Sheet and Profit and Loss Statement / CA Certificate
	(b) Additional financial turnover in multiples of 20% of the threshold value indicated above. (01 Point for each 20%)	03	
4	STRENGTH OF TECHNICAL TEAM	30	
	(a) Principal Architect registered with the Council of Architecture and having at least 05 years' experience (01 No) • 08 Points for 05 years' experience • 01 Point for each additional 02 years of experience	10	• Curriculum vitae duly attested by CEO/ MD/ Proprietor/Partner of the Firm. • Registration Certificate issued by Council of Architecture (in case of Architects)
	(b) Junior Architect registered with the Council of Architecture and having at least 3 years' experience in lighting design (02 Points for each)	08	
	(c) Electrical Engineer (BE/BTech, Elec) having at least 3 years' experience in lighting design.(01 No)	02	
	(d) Draughtsman having at least 2 years' experience. (02 Points for each)	10	

(f) **Category-V: Consultancy Services for Electrical Design:**



Sl. No.	Parameters	Max Points	Documents to be submitted by the Applicant
1	YEAR OF EXISTENCE	20	
	(a) Experience of 07 years	12	Certificate of Incorporation/ Partnership Deed/Shop and Establishment certificate/Any other relevant documentary evidence for year of existence
	(b) Experience more than 07 years will be allotted 1 point for every 1 year of additional experience	8	
2	APPLICANT'S EXPERIENCE	40	
	Similar Consultancy Services/works executed in last 07 years		
	Electrical Design and Layout for offices/ stores/ workshops/ commercial complex/ substations. (05 points for each Project)	40	Work Order/ Contract Agreement and Certificate indicating execution of relevant services/ Bill Certified by Client/PMC indicating execution of relevant services
3	APPLICANT'S FINANCIAL CAPACITY	10	
	Average Annual Financial Turnover		
	(a) Average annual turnover of at least Rs 5,00,000/- during the last 03 financial years ending 31 Mar' 2024	07	CA Certified Balance Sheet and Profit and Loss Statement / CA Certificate
	(b) Additional financial turnover in multiples of 20% of the threshold value indicated above. (01 Point for each 20%)	03	
4	STRENGTH OF TECHNICAL TEAM	30	
	(a) Principal Designer (BE/BTech,Elect) and having at	10	Curriculum vitae duly



	least 05 years' experience in Electrical Design of offices/ stores/ workshops/ commercial complex/ substations. (01 No) <ul style="list-style-type: none">• 08 Points for 05 years' experience• 01 Point for each additional 02 years of experience		attested by CEO/ MD/ Proprietor/ Partner of the Firm.
	(b) Electrical Engineer (BE/BTech,Elect) having at least 3 years' experience in Electrical Design of offices/ stores/ workshops/ commercial complex/ substations (02 Points for each)	10	
	(c) Draughtsman having at least 2 years' experience. (02 Points for each)	10	

NOTE:-

- (i) The CVs should clearly mention qualification, experiences year wise for each Project.
- (ii) Applicants should satisfy the qualifying criteria on their own merits and not as a sum total of their sub-agencies. Joint Ventures / Consortium / MOU shall not be entertained.

8.3 Based on the above evaluation, the applicants scoring a minimum of **75 marks** shall ONLY be considered for empanelment.

9. PERIOD OF EMPANELMENT:

- 9.1 The empanelment of the Consultants will be for a **period of 02 (Two) Years** from the date of notification. However, MDL reserves the rights to cancel the empanelment of any or all the consultant/s and request afresh proposals for empanelment at any time.
- 9.2 The empanelment of the Consultants will remain in force for the purpose of completion of all works ordered during the currency of the empanelment until they have been completed.

10. ALLOTMENT OF WORK:

- 10.1 Post empanelment, MDL will seek hourly rates as per rate sheet for various categories of consulting services from the empanelled Consultants. **The tentative format of Rate sheet is attached at Annexure-IX for reference only.**
- 10.2 The quoted rates shall be valid for the empanelment period of two years.
- 10.3 Depending upon the requirement, Commercial Department of MDL will seek Man-hours for various milestones/ deliverables and Completion



period for such requirement from all the empanelled Consultant under the relevant category.

- 10.4 The empanelled Consultant offering the lowest overall cost (i.e Man-hours x Hourly rates) will be awarded the confirmatory order.
- 10.5 In case of a tie between the empanelled consultants on the overall cost, the confirmatory order will be issued through a draw of lots by the Commercial Department of MDL.
- 10.6 The Overall cost worked out based on the total Man-hours quoted by the Consultant shall be the Ceiling limit for the Confirmatory Order. The overall cost shall include upto three iterations. In case of revision in the original scope by MDL, additional Man-hours may be permitted as per mutual agreement.
- 10.7 The payment shall be made for the total Man-hours quoted for the services required based on submission of the deliverables intended.

11. BROAD SCOPE OF SERVICES TO BE PERFORMED BY THE CONSULTANTS

11.1 Category-I: Consultancy Services for concept layout design for renovation of offices, Guest house, board rooms, conference rooms, interior design, façade design, Mess/Canteen, aesthetic improvement of common areas, residential areas:

- (a) Discussions with MDL about the specific requirements and conceptualization of the assigned work.
- (b) Site visit and taking measurement as required.
- (c) Preparation and submission of Concept layout design, Architectural Plans, Interior Design details, Elevations, Sections in soft (in Autocad and PDF) and hard copies (03 colored copies A3 size).
- (d) Walk-through models with details of area analysis, etc., wherever required.
- (e) Use of value engineering concepts to consider alternate design solutions to optimize expected cost/worth ratios. Design should include incorporation of maximum possible natural light/ventilation, Divyangjan friendly & Green Building concepts to the extent possible and flexibility for future changes.
- (f) Preparation of required drawings conforming to latest Development Control Regulations (DCR) and local bye-laws.
- (g) Prepare detailed technical specifications and bill of quantities of the proposed concept enough to prepare tender documents.
- (h) Liaisoning and obtaining requisite approvals from the Concerned stake holder, if required.
- (i) The approvals of MDL are required on all drawings, specifications, documents, etc. and Consultant shall be responsible for providing modifications, incorporation of suggestions etc.
- (j) Revision of drawing details and specifications as and when required in due course of construction progress.
- (k) Preparation and submission of As-Built drawings for the construction in soft (in Autocad and PDF) and hard copies (03 colored copies A2 size).

**DELIVERABLES:**

- (i) Report including Concept Layout, Bill of Quantities, Technical Specifications and Drawings along with complete list of drawings.
- (ii) Walk through Models, if any
- (iii) Revision of Drawings, if any
- (iv) As Built Drawings

11.2 Category-IIa&b: Consultancy Services for Structural design of Infrastructure land based & Marine based

- (a) Discussions with MDL about the specific requirements and conceptualization of the assigned work.
- (b) Evaluation of the site and provide details viz BOQ to MDL for carrying out soil investigation, testing, topographical survey etc. as may be considered necessary. The investigations, testing, surveys etc. can also be carried out by the Consultant through external agency approved by MDL. The Charges towards such soil investigation, testing, topographical survey etc. shall be reimbursed at actual to the Consultant based on documentary evidence.
- (c) Preparation of structural design calculation, Plans, Elevations, Sections, etc., wherever required, (03 colored copies A3 size).
- (d) Use of value engineering concepts to consider alternate design solutions to optimize expected cost/worth ratios.
- (e) Prepare detailed technical specifications and bill of quantities enough to prepare tender documents.
- (f) Preparation of all drawings good for construction for structural designs.
- (g) The approvals of MDL are required on all drawings, specifications, documents, etc. and Consultant shall be responsible for providing modifications, incorporation of suggestions etc.
- (h) In case of new construction, the design shall be strictly in accordance with the latest Indian Standard Code of Practices / National Building Code. The structural analysis and design shall be done by using latest version of Design software packages.
- (i) To assist MDL in getting approval from other Authorities/ statutory bodies, if required.
- (j) Preparation and issue of working drawings with all details for proper execution of the work in soft and hard copies (03 colored copies A3 size). This shall include scrutiny / approval of working drawings submitted by contractors, if required.
- (k) Revision of drawing details as and when required in due course of construction progress.
- (l) Preparation and submission of As-Built drawings for the construction in soft (in Autocad and PDF) and hard copies (03 colored copies A2 size).

DELIVERABLES:



- (i) Report including Design Calculations, Bill of Quantities, Technical Specifications and Drawings alongwith complete list of drawings.
- (ii) Revision of Design and Drawings, if any.
- (iii) Scrutiny / approval of working drawings submitted by contractors, if required.
- (iv) As Built Drawings

11.3 Category-III: Consultancy Services for Landscaping Design:

- (a) Discussions with MDL about the specific requirements and conceptualization of the assigned work.
- (b) Preparation of Concept layout design, Architectural Plans, Elevations, Sections.
- (c) Walk-through models with details of area analysis, etc., wherever required.
- (d) Ensure effective utilization of spaces through appropriate and attractive design.
- (e) Prepare landform and grading plan with proposed levels for all graded areas.
- (f) Prepare open space plan detailing hardscape and softscape.
- (g) Prepare setting-out plans that will accurately locate all elements and materials pertaining to hardscape & softscape features.
- (h) Planning, designing and detail of all softscape areas with regard to planting, hedging, screening, ground coverage, foliage schemes etc. and movement through the same.
- (i) Design and detailing of hardscape elements such as paving, footpaths, kerbs etc. and technical specifications of material and finishes plan for all hard landscaped area.
- (j) Design and detail out of all landscape features such as water features, mounds, steps, irrigation system etc.
- (k) Provide lighting design as per requirement including location plan & selection of fixtures in coordination with MDL.
- (l) Design and technical detailing of landscape fixtures including street and park furniture, lights, safeguards, play equipment etc. and their placement on site.
- (m) Development of graphics and signage.
- (n) Examine possibilities for conservation of resources like soil, water and energy in execution of the proposed design.
- (o) Prepare and submission of detailed specifications for all landscape works enough to prepare tender documents.
- (p) Prepare planting plans, specifications, plant lists.
- (q) To assist MDL with regard to selection and purchase of materials, softscape elements, fixtures etc.
- (r) Preparation and submission of As-built drawings in soft (in Autocad and PDF) and hard copies (03 colored copies A3 size).

DELIVERABLES:



- (i) Report including Concept Layout, Bill of Quantities, Technical Specifications and Drawings alongwith complete list of drawings.
- (ii) Walk through Models
- (iii) Revision of Drawings if any
- (iv) As Built Drawings

11.4 Category-IV: Consultancy Services for Lighting design:

- (a) Discussions with MDL about the specific requirements and conceptualization of the assigned work.
- (b) Preparation of concept & lighting Schemes.
- (c) Energy efficient techniques shall be considered while designing the lighting system.
- (d) Selection of appropriate brand & luminaries.
- (e) Development of 3D images & presentations with Lux levels, lumen calculations, energy usage & energy load.
- (f) Fine-tune the concepts and schematics, in such a manner that all architectural details and conditions are coordinated for development of a cohesive package of lighting layout.
- (g) Preparation and submission of Drawings (in Autocad and PDF) including Luminaire images, Technical Data sheet, its locations and Dimensions, lighting control systems, wiring layouts with cable sizing, earthing layout, coding & or looping of lighting fixture & control zones, Sizing (ampere) of switchboards, distribution boards, panels etc.
- (h) Preparation and submission of bill of quantities.
- (i) The approvals of MDL are required on all drawings, specifications, documents, etc. and Consultant shall be responsible for providing modifications, incorporation of suggestions etc.
- (j) The items and work shall be in accordance with Indian standards and Indian Electricity Act, rules and regulations.
- (k) Revision of drawing details as and when required in due course of construction progress.
- (l) Preparation and submission of shop drawings.
- (m) Preparation of As-Built drawings for the construction in soft (in Autocad and PDF) and hard copies (03 colored copies A3 size).

DELIVERABLES:

- (i) Report including Concept Layout, lighting scheme, Bill of Quantities, Technical Specifications and Drawings alongwith complete list of drawings.
- (ii) 3D images.
- (iii) Revision of Drawings, if any.
- (iv) As Built Drawings.

**11.5 Category-V: Consultancy Services for Electrical design**

- (a) Discussions with MDL about the specific requirements and conceptualization of the assigned work.
- (b) Preparation and submission of Electrical Design and detailing which shall include
 - (i) Load design calculations, finalization of capacity, voltage level, frequency levels of the electrical components/panel etc.
 - (ii) Illumination (LUX) calculation.
 - (iii) Fault level calculations and earthing system, switchboards, panels, distribution boards, lightning arresters etc.
 - (iv) Cable sizing indicating type of cable for all HT & LT electrical items (power and control) from source point to end point.
 - (v) Method of Power feeding arrangements (HT and LT) to the equipment/machineries, pumps etc. (cables or bus ducts) and to all electrical items.
 - (vi) Sizing (ampere) of switchboards, distribution boards, panels etc. with detailed dimensions along with all electrical components.
 - (vii) Data network, Fire alarm system network, telephone, CCTV network.
 - (viii) Preparation of drawings and SLD including Main Power Distribution line diagram from source point to final outlet point of all electrical items, Electrical items layout drawings, cable routing layout drawings (trenches, ducts & service ducts) for HT, LT, control, communication and allied facility from source point to final outlet point showing typical cross sections and distance, layout drawings of lighting scheme showing distance, earthing layout drawing, layout drawings for allied systems showing distance, layout drawing of control station equipment in control room showing distance, general arrangement drawing of switchboards and distribution boards showing dimensions, cable schedule.
 - (ix) Energy efficient techniques shall be considered while designing the electrical system.
 - (x) The items and work shall be in accordance with Indian standards and Indian Electricity Act, rules and regulations.
 - (xi) Solar Panels on buildings/ roof tops of workshops.
- (c) Use of value engineering concepts to consider alternate design solutions to optimize expected cost/worth ratios.
- (d) The approvals of MDL are required on all drawings, specifications, documents, etc. and Consultant shall be responsible for providing modifications, incorporation of suggestions etc.
- (e) Revision of drawing details as and when required in due course of construction progress.



- (f) Preparation and submission of As-built drawings in soft (in Autocad and PDF) and hard copies (03 colored copies A3 size).

DELIVERABLES:

- (i) Report including Design Calculations, Bill of Quantities, Technical Specifications, SLD and Drawings alongwith complete list of drawings.
- (ii) Revision of Design and Drawings, if any.
- (iii) As Built Drawings.

12. REJECTION CRITERIA:

12.1 Applications falling under these conditions shall be **summarily rejected**.

- (a) Applications received after EOI closing date and time.
- (b) Applications received other than through e-portal.
- (c) Applicants who are debarred under GeM, CPPP including Tender holiday issued by MDL.

12.2 Non-compliance to any of the terms and conditions of the EOI shall render the application liable for rejection;

Equal time and opportunity for submission of deficient techno-commercial documents and clarification shall be given to the Applicants. Applicants are required to submit such documents / clarifications within the duration / date stipulated by MDL failing which their applications are liable for rejection.

12.3 DISQUALIFICATION:

Even if an Applicant meets the EOI terms and conditions including prequalification criteria, he shall be subject to disqualification if he is found to have:

- (a) Made misleading or false representations in the forms, statements, affidavits and attachments submitted in proof of the qualification requirements; and/ or;
- (b) On account of currency of debarment by MDL.

13. TERMS OF PAYMENT (On award of Purchase Orders):

On award of Purchase Orders, MDL payment terms shall be as under:

13.1 The payment for work done after reducing any deductibles and/or the amount leviable towards Penalty, if any and after including applicable GST, will be made through RTGS/NEFT/ECS as per the milestones/deliverables.

13.2 The invoices must be submitted in four copies **(1-Original + 3 copies)**.

13.3 The payment against invoices will be made within 15 days of its receipt in MDL provided submission of invoice in totality along with all the necessary documents as under:

- (a) Invoice Certification as per **Annexure-XIV**
- (b) Proof of submission of deliverables



- (c) SAP generated work completion certificate indicating deduction, if any, duly signed & stamped by MDL
- (d) Vendor's self-Declaration (Refer Clause 13.6) wherever applicable.

13.4 Before submission of the final bill, the Consultant should sign and submit the following:

- (a) A "No Claim Certificate" indicating that he has no claim against the company under the contract except as included in the final bill.
- (b) Actual Local Content Certificate as per Enclosure-10 (C)

13.5 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.

13.6 Vendor's self-declaration: Wherever GST is applicable, payment will be released against **e-Invoice** (refer **EOI Clause No. 13.5**) 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**"

13.7 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 Applicants 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.



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 Email
id prinyaka.shah@m1xchange.com

14. TAXES AND DUTIES(On award of Purchase Orders):

- 14.1 GST as per GST Laws shall be payable extra.
- 14.2 In case of purchases of goods/services from unregistered dealers under GST Laws, GST will be paid by MDL under reverse charge mechanism.
- 14.3 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.
- 14.4 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.
- 14.5 In case, MDL is unable to avail ITC, supplier/consultant at their own cost shall rectify the shortcoming in the returns to be filed immediately thereafter. Further, if the ITC is delayed / denied to MDL / reversed subsequently as per GST Laws due to non / delayed receipt of goods and / or services and / or tax invoice or expiry of timelines prescribed in GST Laws for availing ITC, non-payment of taxes or non-filing of returns or any other reason not attributable to MDL, Supplier /Consultant shall pay any loss of amount along with interest and penalty on MDL under GST Laws for the number of days the ITC was delayed. If the short coming is not rectified by supplier/consultant and MDL ends up in reversal of credits and / or payments, supplier /consultant is fully liable for making good all the loss incurred by MDL. MDL reserves right to recover any interest, penalty or loss from any amount due to Supplier /Consultant or otherwise.
- 14.6 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.

14.7 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).

14.8 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.

14.9 The rate sheet will indicate the rates to be entered under each head wherever applicable. Applicants must clearly mention the applicable GST.

14.10 Applicant(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 completion attributed to him. However, if there is a decrease in taxes, the same must be passed on to MDL.

14.11 Taxes and other levies shall be deducted at source, wherever applicable, from the invoices of the Consultant/Applicant as per statutes.

15. PRICE VARIATION:

15.1 The rate shall remain firm and fixed and no price variation, whatsoever, shall be payable.

16. DELAY IN SUBMISSION OF DELIVERABLES:

16.1 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.

17. INDEMNIFICATION:

17.1 The Consultant shall keep MDL indemnified against all liabilities of every kind in case of unforeseen eventualities related to personnel deployed in



MDL premises. The Employer shall not be liable for or in respect of any damages or compensation payable at law in respect or in consequence of any accident or injury to any personnel in the employment of the consultant save and except an accident or injury resulting from any act or default of the employer, his agents or servants and the consultant shall indemnify and keep indemnified the employer against all such damages and compensation (save and except as aforesaid) and against all claims demands proceedings, costs charges and expenses whatsoever in respect thereof or in relation thereto.

18. CONSULTANT'S OBLIGATION:

18.1 Applicant shall abide by all Terms of EOI. The Applicant 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.

19. POLICE VERIFICATION OF CONSULTANT'S EMPLOYEES:

19.1 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, Applicants shall refer **Annexure-XIII. APPLICANTS ARE REQUESTED TO NOTE THE SAME. NO RELAXATION SHOULD BE ASKED FOR.**

20. Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017:

20.1 Any Applicant from a country which shares a land border with India will be eligible to bid in this EOI only if the Applicant is registered with the Competent Authority.

20.2 "Applicant" (including the term 'tenderer', 'Consultant' or 'service provider' in certain contexts) 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 Applicants stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.

20.3 "Applicant from a country which shares a land border with India" for the purpose of this Order means: -

- (a) An entity incorporated, established or registered in such a country; or
- (b) A subsidiary of an entity incorporated, established or registered in such a country; or
- (c) An entity substantially controlled through entities incorporated, established or registered in such a country; or
- (d) An entity whose beneficial owner is situated in such a country; or
- (e) An Indian (or other) agent of such an entity; or



- (f) A natural person who is a citizen of such a country; or
- (g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

20.4 The beneficial owner for the purpose of **20.3** above will be as under:

- (a) 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---

- (i) "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;
 - (ii) "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.
- (b) 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;
- (c) 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;
- (d) Where no natural person is identified under **(20.4.a) or (20.4.b) or (20.4.c)** above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
- (e) In case of a trust, the identification or 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.

20.5 An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

20.6 The successful Applicant 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.



20.7 The Applicants shall provide Declaration in respect of restriction under Rule 144 (xi) of the General Financial Rules (GFRs), 2017 in the prescribed format as per **Annexure-X**

21. PUBLIC GRIEVANCE CELL

21.1 A Public Grievance Cell headed by **Executive Director (Tech)** has been set up in the Company. Members of public having complaints or grievances are advised to contact him on Wednesday between 10:00 hours and 12:30 hours in his office on **4th Floor, D2 Building, East yard, MDL** or send their complaints / grievances to him in writing for redressal. His Telephone No. is **022- 2376 3512 / 2372 3426 / 8879399826**

22. TERMINATION:

22.1 If MDL considers that the services rendered by the firm directly or through their associates are unsatisfactory i.e delaying the services more than 3 instances in succession, MDL reserves the right to terminate the empanelment of the firm by giving notice of 30 days at any stage. In case MDL decides to part with the services of the Applicant, the Applicant fees quoted by them will be restricted to the proportionate work rendered by them up to that stage.

23. INDEMNIFICATION OF PATENT RIGHTS:

23.1 Applicant hereby indemnify, protect and defend at Applicant'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 Applicant 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 Applicant's liability under this provision shall be equal to the total fees of the Applicant

24. MDL'S PROPERTY

24.1 All property (such as materials, drawings, documents etc) issued by the MDL or any other individual or firm on behalf of MDL in connection with the services to be rendered under the empanelment shall remain confidential, being the property of MDL and the Applicant/ Consultant shall undertake to return all such property so issued and will be responsible for any or all loss thereof and damage thereto resulting from whatever causes and shall reimburse MDL the full amount of loss and damage.

25. RISK PURCHASE

25.1 If the services are not delivered / performed within the scheduled delivery date / period, any stoppage or discontinuation of services as



stipulated in the order without written consent by MDL or not meeting the required quality standards, MDL shall be at liberty, without prejudice to the right of MDL to recover penalty as provided for in these conditions or to any other remedy for breach of terms and conditions.

- 25.2 MDL shall also be at liberty to get the balance services through another empanelled consultant. Additional cost incurred by MDL in availing the services from other consultants over the agreed price shall be recoverable from the Applicant / Consultant.

26. **USE OF UNDUE INFLUENCE / CORRUPT PRACTICES:**

- 26.1 The Consultant / Applicant undertakes that he has not given, offered or promised to give, directly or indirectly any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the MDL or otherwise during the empanelment process or forbearing to do or for having done or forborne to do any act in relation to empanelment process with MDL for showing or forbearing to show favour or disfavour to any person in relation to empanelment process with MDL. Any breach of the aforesaid undertaking by the Consultant / Applicant or any one employed by him or acting on his behalf (whether with or without the knowledge of the Consultant / Applicant) or the commission of any offence by the Consultant / Applicant or any one employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1980 or the Prevention of Corruption Act, 1947 or any other Act enacted for the prevention of corruption shall entitle MDL to cancel the empanelment and recover from the Consultant / Applicant, the amount of any loss arising from such cancellation. A decision of MDL or his nominee to the effect that a breach of the undertaking has been committed shall be final and binding on the Consultant / Applicant.
- 26.2 The Consultant / Applicant shall not offer or agree to give any person in the employment of MDL any gift or consideration of any kind as "Inducement" or "reward" for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the contract/s. Any breach of the aforesaid condition by the Consultant / Applicant or any one employed by them or acting on their behalf (whether with or without the knowledge of the Consultant / Applicant) or the commission of any offence by the Consultant / Applicant or by any one employed by them or acting on their behalf which shall be punishable under the Indian Penal Code 1980 or the Prevention of Corruption by Public Servants, shall entitle MDL to cancel the contract/s and all or any other contracts and then to recover from the Consultant / Applicant the amounts of any loss arising from such contracts' cancellation, including but not limited to imposition of penal damages and refund of the amounts paid by MDL.



27. **DISPUTE RESOLUTION MECHANISM (DRM)**

- 27.1 Any dispute/differences between the parties arising out of and in connection with the confirmatory orders shall be settled amicably by mutual negotiations.
- 27.2 In case of non-settlement by **27.1** above, if at any time, before, during or after the period of confirmatory order any unsettled claim, dispute or difference arose between the parties, upon or in relation to or in connection with or in any way touching or concerning the confirmatory order, the same shall be referred to the concerned Functional Director.

The Functional Director shall then nominate an Executive of the rank of General Manager whom he thinks fit and competent or a Committee of Executives who/which shall then scrutinise the claims/disputes that have been referred to the concerned functional Director and make efforts for amicable settlements by mutual discussions/negotiations.

- 27.3 In case no amicable settlement is arrived by **27.2** above within a period of three months, then the Consultant shall approach Public Grievance Cell and address the disputes as per the provisions made under the relevant clause of the empanelment.
- 27.4 In case the issues/disputes do not get settled within a period of six Months from the date of submission of the dispute to the Grievance Cell, then the Consultant may invoke Arbitration Clause of the empanelment.

28. **ARBITRATION.**

- 28.1 Unresolved disputes/differences, if any, shall then be settled by arbitration. The Arbitration proceedings shall be conducted at Mumbai, India, in English Language, under the Arbitration & Conciliation Act, 1996.

MDL prefers to have arbitration through Institutes such as Indian Council of Arbitration (ICA)/ICA-DR, with the mutual consent of the parties.

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



29. **JURISDICTION OF COURTS**

- 29.1 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 confirmatory 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 confirmatory order.

30. **SERVICES OF NOTICES ON CONSULTANT:**

- 30.1 Any notice to be given to the Consultant under the terms of the confirmatory order shall be served by sending the same by post or leaving the same at the Consultant's principal place of business (or in the event of the Consultant being a company, to its registered office).

31. **SERVICES OF NOTICES ON MDL:**

- 31.1 Any notice, to be given to MDL under the terms of the empanelment/order, shall be served by sending the same by post or leaving the same at MDL's address.

32. **STATUS OF CONSULTANTS:**

- 32.1 The Consultant covenant that there shall not be any material change in their partnership deeds, shareholding, partners or its directors as the case may be during the subsistence of empanelment period.

33. **PROPRIETARY RIGHTS OF MDL IN REPORTS AND RECORDS:**

- 33.1 All reports and relevant data such as maps, diagrams, plans, statistics and supporting records, calculations, materials compiled or prepared in the course of the services shall be confidential and shall be the absolute property of MDL. The consultant shall deliver all these materials, data to MDL upon completion of the work and shall not use for any other purposes.

34. **CONFIDENTIALITY:**

- 34.1 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. A Non-Disclosure Agreement (NDA) shall be signed between MDL and each of the empanelled Applicants.

35. **Export & PATENT RIGHTS:**



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

36. **IMMUNITY OF THE GOVERNMENT OF INDIA (APPLICABLE ONLY FOR ORDERS / CONTRACTS WITH USA / OTHER FOREIGN COMPANIES:**

36.1 It is expressly understood and agreed by and between M/s. (Applicant) and Mazagon Dock Limited, Dockyard Road, Mumbai - 400 010 (MDL) that finalisation of contract by MDL will be solely on its own behalf and not on the behalf of any person or entity. In particular, it is expressly understood and agreed that the Government of India is not a party to this Agreement and has no liabilities, obligations or rights hereunder. It is expressly understood and agreed that MDL is an independent legal entity with power and authority to enter into contracts solely in its own behalf under the applicable Laws of India and general principles of Contract Law. The (Applicant) expressly agrees, acknowledges and understands that MDL is not an agent, representative or delegate of the Government of India. It is further understood and agreed that the Government of India is not and shall not be liable for any acts, omissions and commissions, breaches or other wrongs arising out of the contract. Accordingly, (Applicant) hereby expressly waives, releases and foregoes any and all actions or claims, including cross claims, impleader claims or counter claims against the Government of India arising out of this contract and covenants not to sue Government of India in any manner, claim, cause of action or thing whatsoever arising of or under this Agreement.

37. **DUTY OF PERSONNEL OF APPLICANT:**

37.1 MDL being a Defence Organisation, the Applicant undertakes that their personnel deployed in connection with the entrusted work will not indulge in any activities other than the duties assigned to them.

38. **COMMUNICATION & LANGUAGE FOR DOCUMENTATION:**



38.1 Any letter, facsimile message, e-mail intimation or notice sent to the Applicant at the last known address mentioned in the offer / order shall be deemed to be valid communication for the purpose of the order/contract. Unless stated otherwise by the Employer, Language for communication & all documentation shall be same, which the Employer has used in the EOI enquiry.

39. **BANNED OR DE-LISTED APPLICANTS:**

39.1 The Applicant / 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 an Applicant'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 Annexure-XVI**. Filling the information in the said format is Mandatory for every Applicant. MDL reserves the right to ask for additional information and right to accept /reject the bid.

40. **CLAIMS BY FIRMS**

40.1 No claims by the firms will be entertained after 03 years from completion of Services.

41. **HINDRANCE:**

41.1 A Hindrance Register as per attached format at **Annexure-XVII** 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.

41.2 The Hindrance Register shall document the following aspect post placement of the PO/ Contract: -

- (a) Reasons for the delay vis-à-vis the mutually agreed schedule
- (b) Delay in inputs (Drawings/ Documents/ Site Clearances/ Services/ Inspection Call)
- (c) Delay by Inspection Agency/ Customer
- (d) Delay on account of specialist services
- (e) Non-performance by the Consultant
- (f) Delinquency by the vendor
- (g) Force Majeure
- (h) Any other relevant reason

41.3 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.

41.4 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.

41.5 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.

41.6 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.**

42. **EXTRA SERVICES/VARIATION IN QUANTITY:**

42.1 Extra Services, if any, shall be determined supported by a rate analysis on the following basis this needs to be submitted by the Consultant:

(a) Rates derived from similar items of this Contract.

OR

(b) Rates for similar items of services executed through other agencies for MDL recently.

OR

(c) Rates mutually agreed to.

42.2 MDL reserves the right to conduct price negotiations with the Consultant in the following cases:

(a) Finalization of rates for extra items.

43. **SECURITY DEPOSIT:**

43.1 Retention Money shall be recovered @10% of the value of the services rendered from each RA bill. The amount so retained shall be refunded to the Consultant after completion of the whole of the services under the Purchase Order.



44. **PURCHASE PREFERENCE TO MICRO AND SMALL ENTERPRISES (MSEs):**

44.1 Micro and Small Enterprises (MSEs) registered under Udyam Registration or as directed by government are eligible to avail the benefits under the policy. This Policy is meant for procurement of only goods produced and services rendered by MSEs. Traders/Distributors/Sole Agents/Works Contract are excluded from the purview of the policy.

MDL has right to place order on MSE Manufacturer and MSE Service Provider meeting following criteria:

- a) In the EoI, participating Micro and Small Enterprises (MSE) quoting price within price band of L1+15% (fifteen) percent shall also be allowed to render the services as per the requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE. and such MSE may be awarded the work, considering the spirit of the Policy for enhancing Govt.
- b) If subcontract is given to MSEs, it will be considered as procurement from MSEs.

45. **PUBLIC PROCUREMENT POLICY (Preference to Make in India) ORDER 2017:**

The Government of India has issued revised Public Procurement (Preference to Make in India) order 2017 on 16th Sep 2020 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:

45.1 **Aspects of ‘Preference to Make in India’:** The following terminology / definitions used in the policy is enumerated below and applicable to the EOI:

1. **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.

Note:

- a) 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.



2. **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.
3. **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.
4. **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.
5. **Minimum Local Content:** 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%.
6. **L1:** means lowest bid or lowest quotation received, bidding process or other procurement solicitation as adjudged in the evaluation process as per the EOI or other procurement solicitation.
7. **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 shall be 20%.

Note:

1. Procedure for determination of L1 price for the purpose of deciding eligibility for Purchase Preference shall be as per EOI Ranking criteria.
2. If Price/s of all Class I Local Supplier/s is more than 20% of L1's price, no purchase preference shall be applicable.

45.2 Purchase Preference (PP):

1. 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:
2. The Class-I local suppliers, under PPP-MII Order, 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 categorised in following four broad categories for consideration or applicability of purchase preference:

Category	Terminology
Supplier is both MSE & Class-I local	"MSE Class-I local supplier"



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

3. Only Class-I local suppliers are eligible to bid irrespective of purchase value. 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:
- a) L-1 is "MSE Class-I local supplier": Contract shall be awarded to L-1.
 - b) 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 Para below shall be followed.
 - i. 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 as under:
 - ii. L-1 is "MSE but non-Class-I local supplier" or "Non-MSE but Class-I local supplier": Contract be awarded to L-1.
 - iii. 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.

**45.3 Reciprocity Clause:**

- i) 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.
- ii) The term 'entity' of a country shall have the same meaning as under the FDI policy of Department for Promotion of Industry and Internal Trade(DPIIT) as amended from time to time.

45.4 Declaration/ Verification of Local content

- i) Participating Applicants 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 EOI wise. The indicated local content percentage shall decide categorization of the vendors as "Class-I Local Supplier" / "Class-II Local Supplier" / "Non-local Supplier". All Applicants 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 EOI. 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.

Self-certification as **per Enclosure-10(A)**, 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.

- ii) **Applicants to be noted that once the declaration / certification is committed at EOI submission stage, the same cannot be altered subsequently at technical negotiation stage or after award of contract otherwise would be treated / considered as false declaration by Applicant and necessary action shall be initiated as per Para 36.6 of the said Order for debarment.**
- iii) Declared Local Content shall be the basis for categorization of the vendors and EOI evaluation. However, MDL reserves the right to undertake detailed examination of declared local content and may call vendor to submit relevant documents.
- iv) 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 Applicants (including unsuccessful Applicants) against the EOI 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.

- v) On scrutiny of offer, if all the Applicants participating in the EOI 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 EOI, the subject EOI shall be cancelled & matter shall be taken up with Ministry through MDL Nodal Executive. Meanwhile, re-EOI may be done without applying the provisions of said Order for need fulfilment of MDL.
- vi) 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 EOI requirement (i.e. only on the quoted price without any loading) then such Applicant 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.

45.5 **Price negotiation & contract placement:**

- i) MDL has right to negotiate with L1 Applicants on the quoted prices. However, it shall be ensured that Local Content percentage as declared by the vendors 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" **Enclosure-10(C)**, 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.
- 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.



45.6 Debarment of Applicants / suppliers:

- i) False declaration will be in breach of Code of Integrity under Rule 175(1)(i)(h) of GFR 2017 for which a Applicant 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.



FORMS

**APPLICATION FORM FOR EMPANELMENT****Information to be furnished by the Applicant alongwith supporting documents**

Sl. No.	Particulars	Details
1.	Name of Organization	
2.	Address	
3.	Contact Person	
4.	Telephone No.	
5.	Mobile No.	
6.	Fax No.	
7.	E-mail ID	
8.	Organization Details	To be filled as per Annexure-I
9.	Details of Directors/Partners/Proprietors	To be filled as per Annexure-II
10.	ELIGIBILITY CRITERIA-1: Year of Existence	To be filled as per Annexure-III
11.	ELIGIBILITY CRITERIA-2: Applicant's Experience	To be filled as per Annexure-IV
12.	ELIGIBILITY CRITERIA-3: Financial Capability	To be filled as per Annexure-V
13.	ELIGIBILITY CRITERIA-4: Strength of Technical Team	To be filled as per Annexure-VI
14.	List of equipments available with the Applicant	To be filled as per Annexure-VII
15.	Affidavit	To be filled as per Annexure-VIII
16.	Declaration in respect of restriction under Rule 144 (xi) of the General Financial Rules (GFRs), 2017	To be filled as per Annexure-X
17.	Declaration in respect of debarred under GeM, CPPP including Tender	To be filled as per Annexure-XI



	holiday issued by MDL	
18.	RTGS/NEFT/ECS – Mandate Authorization Form	To be filled as per Annexure-XII
19.	Declaration in respect of Banned or Delisted of Applicant/ Consultant	To be filled as per Annexure-XVI
20.	Declaration Certificate For Local Content	To be filled as per Enclosure-10A

**Annexure-I****ORGANISATIONAL DETAILS**

Sl. No.	Parameter	Details
1.	<u>Organisational Set-up:</u> <ul style="list-style-type: none">• Place of Incorporation• Year of Establishment/ Incorporation/ Registration• Status of Applicant (Proprietorship/Partnership/Limited/Any other)• Name of Directors/Partners/Proprietors• Empanelment with Govt. Organisations (Mention names along with copies of Certificates)	
2.	<u>Employee Strength:</u> (Details along with qualifications and experience to be provided)	

Signature of the Applicant

Name & Designation

Place:

Date:

**Annexure-II****DETAILS OF DIRECTORS/PARTNERS/PROPRIETORS**

Sl. No.	Name of Partners/Directors/Proprietors	Academic Qualifications	Designation	Address/Phone/Fax/Email

Signature of the Applicant

Name & Designation

Place:

Date:

**Annexure-III****ELIGIBILITY CRITERIA-1: YEAR OF EXISTENCE**

Sl. No.	No of Years of Experience	From	To	Document attached	Ref No & Dt of Document

Note:- Certificate of Incorporation/ Partnership Deed/Shop and Establishment certificate/Any other relevant documentary evidence for year of existence to be enclosed

Signature of the Applicant

Name & Designation

Place:

Date:

**Annexure-IV****ELIGIBILITY CRITERIA-2: APPLICANT'S EXPERIENCE**

Sl No	Name of Work/ Project with address	Nature and brief scope of work involved indicating similar consultancy services/ works	Name of the Client with full address, email ID and contact details and phone nos	Value of Project for which Consultan cy services has been rendered	Period of Execution of Consultancy Services		Docume nts attache d	Ref No & Date of the Docume nt	
					From	To			

Note:

1. Work Order/ Contract Agreement to be enclosed
2. Certificate indicating execution of relevant services/ Bill Certified by Client/PMC indicating execution of relevant services to be enclosed

Signature of the Applicant

Name & Designation

Place:

Date:

**Annexure-V****ELIGIBILITY CRITERIA-3: FINANCIAL CAPABILITY**

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

MDL EOI No. XXXXXXXXXXXX

Financial Information of Applicant

(To be typed on Applicants Letterhead & submitted)

Description	FY 2021-22 ₹ X	FY 2022-23 ₹ Y	FY 2023- 24 ₹ Z	Average of Three Years ₹ (A)
Annual Turnover (From Consultancy Fee) (Rs)				

Signature of Chartered Accountant
with Seal

Signature and Seal of the
Applicant

Note:

1. Copies of audited Balance Sheets and Profit & Loss Statements to be enclosed
2. Chartered Accountant Certificates to be enclosed.
3. The figures for Annual turnover duly filled in by the Applicant should be as per the audited Balance sheets and Profit & loss Account for the relevant financial year.

**Annexure-VI****ELIGIBILITY CRITERIA-4: STRENGTH OF TECHNICAL TEAM**

Sl No	Designation as per EOI clause No 7	Name of the Employer	Years of Experience	Details of Experience			
				Project Name	Nature of work covered as per Experience indicated at clause No 6 of EOI	Services rendered	
						From	To

Note: Following to be enclosed

1. Curriculum vitae duly attested by CEO/ MD/ Proprietor/Partner of the Firm.
2. Registration Certificate issued by Council of Architecture (in case of Architects)

Signature of the Applicant

Name & Designation

Place:

Date:

**Annexure-VII****LIST OF EQUIPMENT AVAILABLE WITH THE APPLICANT**

Sl. No.	Name of Equipment	Type	Nos.
1.	Computers		
2.	Printers		
3.	Plotters		
4.	Softwares		

Signature of the applicant

Name & Designation

Place:

Date:

**Annexure -VIII****AFFIDAVIT**

(TO BE SUBMITTED ON NON-JUDICIAL STAMP PAPER OF MINIMUM Rs 500/-
DULY CERTIFIED BY NOTARY PUBLIC)

Affidavit of Mr.S/o
R/o.....

I, the deponent above named do hereby solemnly affirm and declare as under:

1. That I am the Proprietor / Authorized signatory of M/s.having its Head Office /Regd. Office at
2. That the information / documents / Experience certificate(s) submitted by M/s.....along with this 'Expression of Interest for Empanelment of Consultants' to Mazagon Dock Shipbuilders Limited (MDL) are genuine and true and nothing has been concealed.
3. I shall have no objection in case MDL verifies them from issuing authority(s). I shall also have no objection in producing the original copy of the document(s), in case MDL demand so for verification.
4. I hereby confirm that in case, any document, information & /or certificate submitted by me is found to be incorrect/false/fabricated, MDL at its discretion may disqualify / reject my application for pre-qualification outrightly and also debar me /M/s.from participating in any future tenders/EOIs.

Deponent

I,, the Proprietor / Authorized signatory of M/s., do hereby confirm that the contents of the above Affidavit are true to my knowledge and nothing has been concealed there from and that no part of it is false.

Verified atthisday of

Deponent

**Annexure-IX**

TENTATIVE SAMPLE FORMAT FOR RATE SHEET
(ONLY FOR INFORMATION AND NOT TO BE SUBMITTED)

Sl. No.	Particulars	Unit	Rate
1.	Category-I		
(i)	Principal Architect	Man-Hrs	<u>NOT TO BE QUOTED</u>
(ii)	Junior Architect	Man-Hrs	<u>NOT TO BE QUOTED</u>
(iii)	Liaisoning Architect	Man-Hrs	<u>NOT TO BE QUOTED</u>
(iv)	Interior Designer	Man-Hrs	<u>NOT TO BE QUOTED</u>
(v)	MEP Engineer/ Associate	Man-Hrs	<u>NOT TO BE QUOTED</u>
(vi)	Draughtsman	Man-Hrs	<u>NOT TO BE QUOTED</u>
2.	Category-II(a)		
(i)	Licensed Structural Engineer	Man-Hrs	<u>NOT TO BE QUOTED</u>
(ii)	Structural Engineer	Man-Hrs	<u>NOT TO BE QUOTED</u>
(iii)	Liaisoning Engineer	Man-Hrs	<u>NOT TO BE QUOTED</u>
(iv)	Draughtsman	Man-Hrs	<u>NOT TO BE QUOTED</u>
3.	Category-II(b)		
(i)	Licensed Structural Engineer	Man-Hrs	<u>NOT TO BE QUOTED</u>
(ii)	Structural Engineer	Man-Hrs	<u>NOT TO BE QUOTED</u>
(iii)	Liaisoning Engineer	Man-Hrs	<u>NOT TO BE QUOTED</u>
(iv)	Draughtsman	Man-Hrs	<u>NOT TO BE QUOTED</u>
3.	Category-III		
(i)	Principal Architect	Man-Hrs	<u>NOT TO BE QUOTED</u>
(ii)	Junior Architect	Man-Hrs	<u>NOT TO BE QUOTED</u>
(iii)	Draughtsman	Man-Hrs	<u>NOT TO BE QUOTED</u>
4.	Category-IV		
(i)	Principal Architect	Man-Hrs	<u>NOT TO BE QUOTED</u>
(ii)	Junior Architect	Man-Hrs	<u>NOT TO BE QUOTED</u>
(iii)	Electrical Engineer	Man-Hrs	<u>NOT TO BE QUOTED</u>
(iv)	Draughtsman	Man-Hrs	<u>NOT TO BE QUOTED</u>
5.	Category-V		
(i)	Principal Designer	Man-Hrs	<u>NOT TO BE QUOTED</u>
(ii)	Electrical Engineer	Man-Hrs	<u>NOT TO BE QUOTED</u>
(iii)	Draughtsman	Man-Hrs	<u>NOT TO BE QUOTED</u>

**Annexure-X**

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

MDL EOI No. XXXXXXXX

**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 an applicant of a country which shares a land border with India and on sub-contracting to Consultants from such countries; I certify that this Applicant 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 Consultant from such countries unless such Consultant is registered with the Competent Authorities. I hereby certify that this Applicant 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 Applicant



Annexure-XI

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

MDL EOI No. XXXXXX

**Declaration in respect of debarred under GeM, CPPP including Tender holiday
issued by MDL.**

I hereby declare that I/ we have not been debarred under GeM and CPPP.

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

SIGNATURE:_____

DATE:_____

Seal / Stamp of Applicant

**Annexure-XII**

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

MDL EOI No. XXXXXXXXX

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

Applicant's Seal

Authorised Signature of the Applicant

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

**Annexure-XIII**

**To,
OTS DEPARTMENT**

OTS-TS SECTION

MAZAGON DOCK SHIPBUILDERS LIMITED.

MDL EOI No. XXXXXX

Mazagon Dock Shipbuilders Ltd.

Loss of Pass - Consultant/Vendors.

1. Penalties will be imposed towards loss of passes/ non-renewal of passes apart from warning as deemed necessary for Consultants, 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 Consultant and EIC shall be submitted to security office along with the prescribed penalty.

**Annexure-XIV****माइगांव डॉक शिपबिल्डर्स लिमिटेड****बाह्यस्रोत-तकनीकी सेवाएँ विभाग****INVOICE CERTIFICATION****HOD (OTS)****Ref No.:****Date:****Applicant'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. Performance Bank Guarantee/ Security Deposit vide No. _____ NA _____ dated: _____ Rs. _____ Valid till _____

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. E-invoice/Vendor's Self Declaration: Yes/ Not Applicable
3. No Claim Certificate (applicable for Final Invoice only) : Yes/ Not Applicable
4. Vendor rating (applicable for Final Invoice only): Yes/ Not Applicable
5. Actual Local Content Certificate (applicable for Final Invoice only) : Yes/Not Applicable
6. Price indices & Price Variation sheet (if price variation is included) : Yes/ Not Applicable
7. The following deductions to be made from the invoice:
 - a) Penalty as per purchase order: To be levied/Not Applicable Details of Penalty to be levied (if applicable): _____
 - b) Other Deductions (if any): _____
 - c) Release of Provisional Retained Amount (if any): _____

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

**Annexure-XV**

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

MDL EOI No. XXXXXXXXXX

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 AGENT ”

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

SECTION 5 : “WRONGFUL COMMUNICATION OF INFORMATION”

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

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

Shall be guilty of an offence under this Act.

SECTION 6 : “UNAUTHORISED USE OF UNIFORMS”



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

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.

**Annexure-XVI****PARTICULARS OF BANNED OR DE-LISTED APPLICANTS/CONSULTANTS**

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

Sir,

Sub: Expression Of Interest (EOI) For Empanelment Of Consultants For Works

Ref: MDL EOI No. XXXXXXXXXXXX.

With reference to **Clause no: 39** (Banned or De-Listed Applicants), referred EOI, 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 Applicant 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

**Annexure-XVII****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		Action Taken	Date of removal of hindrance	Name & Signature	
				Contractors Representative	Site Executive of MDL			Contractors Representative	Site Executive of MDL

**Enclosure-10 (A)**

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

DECLARATION CERTIFICATE FOR LOCAL CONTENT

This declaration serves as a declaration form for the Applicants. (Before completing this declaration, Applicants must study the General Conditions, Definitions, Govt. Directives applicable in respect of Local Content & prescribed tender conditions).

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

IN RESPECT OF BID/ EOI No.....
ISSUED BY: MAZAGON DOCK SHIPBUILDERS LIMITED

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 Applicant.

I, the undersigned, (full names),
do hereby declare, in my capacity as of
.....(name of Applicant
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 EOI for ‘Class- I Local Supplier’ / ‘Class-II Local Supplier’, and as above.

(d) The local content calculated using the definition given above are asunder:

EOI Item Sr No	Local content calculated as above %	Location of value addition
All items put together		



(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: (TO BE SIGNED & STAMPED BY AUTHORISED SIGNATORY STRICTLY AS PER TEF **CLAUSE NO. 37.4.i)**)-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)

Seal / Stamp of Authorized Signatory

DATE: _____

**Enclosure-10 (C)**

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

ACTUAL LOCAL CONTENT CERTIFICATE

Note: This certificate shall be submitted by the successful Applicant 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: MAZAGON DOCK SHIPBUILDERS LIMITED

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 Applicant.

I, the undersigned, (full names), do hereby declare, in my capacity as of(name of Applicant 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 EOI as under

EOI Item Sr. No.	Local content calculated as above %	Location of local value addition	
All items put together			

(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:

EOI Item Sr. No.	Declared minimum Local content at the time of bidding (%)	Achieved Local content of delivered items (%)
All items put together		

(d) I accept that the Procurement Authority / Institution / MDL / Nodal Ministry has the right to request that the local content be verified in terms of the requirements of revised Public Procurement (preference to Make in India) Order 2017 dtd 16.09.2020 and I shall furnish the document / information on demand.



Failure on my part to furnish the data will be treated as false declaration as per PPP MII Order 2017. I undertake to retain the relevant documents for 7 years from date of execution.

(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:_____

Seal / Stamp of Applicant


