



Mazagon Dock Shipbuilders Limited, Mumbai

Enclosure to Tender Enquiry: Part 'A': Tender Terms and Conditions
Tender No. 1600001955 (MAIN DIESEL ENGINE WITH PROPULSION
INTEGRATION)

Eligibility to bid: Class-I, II & Non Local supplier

Type of tender: Limited tender

Section I - Notice Inviting Tender (NIT)

1. Notice Inviting Tender (NIT): Mazagon Dock Shipbuilders Limited (MDL), Mumbai is India's leading Shipbuilding Company with ISO 9001:2015 accreditation. Mazagon Dock Shipbuilders Limited, invites offers in two bid system i.e. Part-I (Techno Commercial Bid) and Part-II (Price Bid) from Foreign bidders through online bidding via MDL e-procurement portal (<https://eprocuremdl.nic.in>) for Item /Services.
2. **The Tender Document.**
 - i. **Bidders must read the complete 'Tender Document'.**
 - ii. Bids must be uploaded till the deadline for submission of bids. Bidders in their own interest are requested to upload their bids well in advance of tender closing date to avoid the last minute difficulties in uploading the bids. Request for extension, if at all to be made, shall be forwarded at least 3 working days in advance to the tender closing date / time (excluding tender closing date) with proper reasoning. **However, the extension would be granted by MDL on merit of the case at MDL discretion and would be binding on all bidders.**
3. **Eligibility Criteria for Participation in this Tender:** Subject to provisions in the Tender Document, participation in this Tender process is for limited bidders who fulfil the 'Eligibility' and Pre-Qualification criteria. Bidder shall be required to declare fulfilment of Eligibility Criteria.
4. **Submission of Bids:** No manual Bids shall be made available or accepted for submission (except for originals of scanned copies as per sub-clause above). Bidder must comply with the conditions of the eProcurement portal, including registration, compatible Digital Signature Certificate (DSC) etc. In the case of downloaded documents, Bidder must not make any changes to the contents of the documents while uploading, except for filling in the required information.
5. **Disclaimers and Rights of MDL:** The issue of the Tender Document does not imply that MDL is bound to select bid(s), and it reserves the right without assigning any reason to
 - (a) reject any or all of the Bids, or
 - (b) cancel the tender process; or
 - (c) abandon the procurement of the Goods/Services; or
 - (d) issue another tender for identical or similar Goods/Services.

Note: Please refer to appended TIS and the complete Tender Document for further details.

Tender Inviting Authority



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Section II - Tender Enquiry Form (TEF)

Integrity Pact shall be signed on each page by the authorized representative of the bidder and submit/upload along with the Part-I bid, failing which the bid shall render under liable for rejection.

Bidder to note that the shortfall information/documents shall be sought only in case of historical documents which pre-existed at the time of the tender opening i.e submitted along with original bid and which have not undergone change since then.

1. Description & Scope of Supply / Work:

- (a) **MAIN EQUIPMENT/ITEM/SYSTEM:** Design, Manufacture, Supply and Commissioning of Main Diesel Engine along with **Propulsion Integration** for Yard-16401 to Yard-16406 of NGOPVs for ICGP Ship as per SOTR no: 3045 rev 0 dated 03.04.2024.
- (b) **ON BOARD SPARES (OBS):**
OBS for sufficient quantity for exploitation & on-board maintenance up to 2 years from date of completion of " Standard Warranty" (As mentioned in warranty cl no.28 of SOTR) is required to be provided along with the main equipment. Please refer SOTR cl no. 15.3 for more details)
 - (i) OBS will be ordered along with the main equipment.
 - (ii) It is mandatory to quote OBS for 2 year of exploitation period.
 - (iii) For ranking the bids OBS cost will be considered.
- (c) **DOCUMENTATION:** As per SOTR
- (d) **SERVICES OF ENGINEERS:**
 - (i) Technical assistance is to be provided as per the scope mentioned in SOTR.
 - (ii) Price for Services of Engineers to be quoted on Lump sum basis. The quoted price should be inclusive of To & Fro travelling expenses, lodging and boarding and local conveyance for each activity as per TSP.
 - (iii) Please note that it is the sole responsibility of the vendor to complete the trials till SATs including commissioning within quoted prices of services of Engineers.
 - (iv) While deputing Service Engineers for attending on board activity against MDL's call, checklist/prerequisites for that activity to be forwarded three working days in advance, to enable MDL to keep the system ready for that activity. Timely availability of Service Engineers shall be ensured.
- (e) **TRAINING:** Training package is to be provided as stipulated in SOTR cl no. 26. The cost towards training is to be quoted against the line item on lump-sum basis.
- (f) **EXTENSION OF WARRANTY:** Supplier shall mandatorily indicate the **monthly rate** for extended warranty period beyond standard warranty period (as mentioned in the SOTR), in the event of expiry of warranty period. The extended warranty charges to be quoted for Main equipment excluding OBS, documentation, services, training etc. This charges will be loaded at the time of ranking.
- (g) **RE-PRESERVATION CHARGES:** Supplier shall mandatorily quote for re-preservation charges for two re-preservation of 6 months beyond the initial preservation period as mentioned at SOTR cl no. 24. This charges will be loaded at the time of ranking.
- (h) **EXTRA MAN DAYS CHARGES:** Firm shall mandatorily quote extra applicable man day charges for two years. Extra man days' requirement for each yard is tabulated below



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Yard No	1st Year duration for Extra Man-days charges	2nd Year duration for Extra Man-days charges
16101	From 30.04.2025 to 29.04.2026	From 30.04.2026 to 29.04.2027
16402	From 30.09.2025 to 29.09.2026	From 30.09.2026 to 29.09.2027
16403	From 28.02.2026 to 27.02.2027	From 28.02.2027 to 27.02.2028
16404	From 31.07.2026 to 30.07.2027	From 31.07.2027 to 30.07.2028
16405	From 31.12.2026 to 30.12.2027	From 31.12.2027 to 30.12.2028
16406	From 31.05.2027 to 03.05.2028	From 31.05.2028 to 30.05.2029

(i) **BASE & DEPOT (B&D) SPARES:**

- (i) Base & Depot spares are to cover spares requirement for major maintenance/overhaul requirements for 5 years including two refits.
- (ii) B&D spares list along with Comprehensive Part Identification list (CPIL)/Manufacturers Recommended list of Spares (MRLS) for five-year exploitation and maintenance.
- (iii) Itemized list with cost along with a copy of the maintenance schedule for the equipment is to be provided in the offer. Itemized list (in LMS format to be submitted in soft copy in excel) of Base & Depot spares should be as per Annexure 7 of SOTR.
- (iv) The B & D Spares shall be procured by MDL on behalf of Indian Coastguard. The B & D spares shall be ordered at a later date after ranging and scaling of the spares done by Indian Coast Guard.
- (v) The delivery of B & D Spares shall be prior to the commissioning of ship. The tentative delivery date for the supply of B & D Spares shall be indicated in the tender enquiry.
- (vi) Itemized prices for B&D spares (along with the part no) for five years exploitation period with price validity for **18 months** from the tender closing date to be submitted along with the offer
- (vii) After ranging & scaling by Indian Coast Guard (ICG), order for finalized/approved B&D spares would be placed separately by MDL on behalf of ICG.
- (viii) It is mandatory to quote for B & D Spares. Bidders not quoting for B&D Spares falls under rejection criteria. MDL reserves the right to negotiate prices quoted for B&D Spares.

Note:

a) Bidders shall quote for all line item in the tender, failing of which offer of the firm falls under rejection criteria.

b) MDL reserves the right to invoke the option of extension of warranty, re-preservation charges, Extra man days charges as and when required. It is not mandatory to MDL to avail this services.

2. **Pre-Qualification Criteria:**

(a) **Technical Qualification/Work Experience Criteria for Goods:** Not Applicable

(b) **Commercial Qualification Criteria for Goods:**

- (i) The average annual financial turnover of 'The bidder' during the last three years, ending 31st March (or any other year ending followed in relevant country) of the previous financial year excluding the calendar year of tendering should be at **INR 22.11 Cr** as per the annual report (audited balance sheet as applicable and profit and loss account) of the relevant period, duly authenticated by a Chartered Accountant/Cost Accountant in India or equivalent in relevant countries.

Note:

a) Applicability to 'Make in India':

Bidders (manufacturer or principal of authorised representative) who have a valid/approved on going 'Make in India' agreement/program and who while meeting all



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other criteria above, except for any or more of sub-criteria in Experience and Past Performance above, would also be considered to be qualified provided:

- (i) their foreign 'Make-in-India' associates meets all the criteria above without exemption, and
 - (ii) the Bidder submits appropriate documentary proof for a valid/approved on going 'Make in India' agreement/program.
 - (iii) the bidder (manufacturer or principal of authorised representative) furnishes along with the bid a legally enforceable undertaking jointly executed by himself and such foreign Manufacturer for satisfactory manufacture, Supply (and erection, commissioning if applicable) and performance of 'The Product' offered including all warranty obligations as per the general and special conditions of contract.
- b) Authorized Representatives:
Bids of bidders quoting as authorised representative of a principal manufacturer would also be considered to be qualified, provided:
- (i) their principal manufacturer meets all the criteria above without exemption, and
 - (ii) the principal manufacturer furnishes a legally enforceable tender-specific authorisation in the prescribed form assuring full guarantee and warranty obligations and all contractual obligation as per the tender terms and conditions; and
 - (iii) the bidder himself should have been associated, as authorised representative of the same or other Principal Manufacturer for same set of services as in present bid (supply, installation, satisfactorily commissioning, after sales service as the case may be) for same or similar 'Product' for past three years.
- c) Joint Ventures and Holding Companies: Credentials of the partners of Joint ventures cannot (repeat cannot) be clubbed for the purpose of compliance of PQC in supply of Goods/Equipment, and each partner must comply with all the PQC criteria independently.
However, for the purpose of qualifying the Financial Standing Criteria, the Financial Standing credentials of a Holding Company can be clubbed with only one of the fully owned subsidiary bidding company, with appropriate legal documents proving such ownership.
- d) The condition of prior turnover and prior experience is relaxed **only to all Start-ups** recognised by Department for Promotion of Industry and Internal Trade (DPIIT) subject to meeting of quality & technical specifications. Start-ups may be MSE or otherwise. MSEs & Start-ups shall be given relaxation of 25% in prior turnover. However, for procurement of items related to public safety, health, critical security operation and equipment etc. vendor shall meet prior experience criteria.
- e) It is clarified that the work executed by the contractors for their in-house or capital use need not be considered for the purpose of bidders' experience of completion of similar works.
- f) Bidders need to upload / submit supporting documentary evidence in support of the Pre-Qualification Criteria viz. Work / Purchase Order, Work Completion Certificate/ Proof of payment with Tax Invoice / Store Receipt and Acceptance Report or any other evidence that confirms that the work is completed which is issued by the party for whom the work is done. MDL has a right to verify / cause verification of authenticity of the said documents whenever felt necessary.

3. Earnest Money Deposit (EMD) / Bid Security: Not Applicable



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4. Validity Period of Offer:

(A) Main Equipment, OBS, Services , Training etc (Excluding B & D Spares)

- Bid / Offer shall have the validity period of **180 days** from the tender closing date.
- In case the day up to which the bids are to remain valid falls on/ subsequently declared a holiday or closed day for MDL, the bid validity shall automatically be deemed to be extended upto the next working day.
- In exceptional circumstances, before the expiry of the original time limit, MDL may request the bidders to extend the validity period for a specified additional period. The request and the bidders' responses shall be made in writing or electronically. A bidder may agree to or reject the request. A bidder who has agreed to MDL's request for extension of bid validity, in no case, he shall be permitted to modify his bid.

(B) B&D Spares:

Prices quoted for B&D spares should be valid for a period of 18 months from the tender closing date.

5. Delivery Period/Contract Period (For Goods/Services):

- Delivery Period / Contract Period: Delivery/contract period shall be as tabulated below:

Details \ Yard	16401	16402	16403	16404	16405	16406
Main equipment, Spares & documentation	PO + 10 months	PO + 15 months	PO + 20 months	PO + 25 months	PO + 30 months	PO+ 35 months
Installation supervision	PO + 10 months	PO + 18 months	PO + 19 months	PO + 25 months	PO + 29 months	PO + 35 months
Connectorisation	PO + 21 months	PO + 26 months	PO + 30 months	PO + 36 months	PO + 40 months	PO + 46 months
STW	PO + 23 months	PO + 28 months	PO + 32 months	PO + 38 months	PO + 42 months	PO + 48 months
HAT	PO + 24 months	PO + 29 months	PO + 33 months	PO + 39 months	PO + 43 months	PO + 49 months
SATs	PO + 26 months	PO + 32 months	PO + 37 months	PO + 42 months	PO + 45 months	PO + 52 months
Training	PO + 32 months	PO + 37 months	PO + 42 months	PO + 47 months	PO + 52 months	PO + 57 months

- Part Delivery:** MDL will prefer to have the entire Equipment / Item within the stipulated delivery period and discourage the part delivery & part payment thereof. However, in exceptional circumstances, Lot/part supply will be considered as discussed in TNC meeting.
- The delivery dates mentioned against each line item/service in SAP tender are for indicative purpose. The delivery/contract schedule given at above para shall be considered for all purposes.

6. Pre-Bid Conference: Not Applicable

7. Submission of Offer in Two Bid System: Offer must be submitted in two parts as follows:

- Part I (Techno Commercial Bid):** The bidder shall ensure following are essentially submitted in the Part-I bid as applicable:
 - Technical & Commercial offer.
 - Integrity Pact (IP) Signed (On each page). **Original copy of IP to be submitted within week from date of tender closing.**
 - Pre-qualification documents.



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- (iv) Valid MSME Udyam Certificate, MDL Registration Certificate & ISO Accreditation Certificate (If applicable).
- (v) Taxes and duties certificate for which they are registered.(If applicable)
- (vi) Acceptance of Tender terms & General Condition of Contract (GCC).
- (vii) Declaration of Local Content, preference for MSE Order 2012 / PPP Order 2017 for purchase preference.
- (viii) Compliance Certificate w.r.t. Land Border Clause
- (ix) Unique GeM Seller ID (If applicable)
- (x) Blank rate sheet indicating quoted/not quoted against each line item, tax percentage, type of taxes and FE content.
- (xi) Bank details for payment by RTGS/NEFT in the format enclosed.
- (xii) Bidder contact details as per attached annexure" Contact Details of the bidder.
- (xiii) Undertaking for product support as per TSP.
- (xiv) "Certificate of conformity" as per TSP.
- (xv) TSP/SOTR Compliance Matrix/Deviation form
- (xvi) Weight control Data sheet
- (xvii) On Board spares (OBS) list set in excel format with cost breakup in percentage of total OBS cost (Prices not to be indicated in technical bid).
- (xviii) Base & Depot (B & D) list in excel
- (xix) Additional documents as applicable to this tender.
- (xx) **Submission of offer to MDL: Supplier/Bidder/ Vendor to ensure that Hard & soft copies (as per SOTR) of "Technical offer" is sent to "HOS(D-Engg), Kind Attn: Mr. Atul Agawane, M(D-Engg), Mazagon Dock Shipbuilders Limited, 2nd Floor, West Block, Dockyard Road, Mumbai - 110010" Tel. no. 022 23763029, 022 23763042.**

Note: In any case, prices are not to be mentioned in Part-I bid.

- (b) **Part-II (Price Bid):** Prices for each of the listed items has to be uploaded strictly in the prescribed format provided in the e-procurement portal. Bids received other than this given format will be rejected.

Note:

- (i) If, in the price structure quoted for the required goods, there is discrepancy between the unit price and total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly;
- (ii) If there is an error in a total corresponding to the addition or subtraction of sub-totals, the sub-totals shall prevail and the total shall be corrected; and
- (iii) If there is a discrepancy between words and figures, the amount in words shall prevail.
- (iv) For inseparable (overall lowest) requirement, bidder must quote for all line items.

8. **Bid Modification:** Modification in bids, if any, is to be made by bidders prior to the tender closing date & time.

9. **Bid Rejection Criteria:**

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

- (i) Bids received after tender closing date and time.
- (ii) Bids received other than through e-portal

- (b) **Liabile rejection criteria:** Non-compliance/non-acceptance to any of the terms and conditions of the tender other than following shall render the bid liable for rejection;



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- (i) Bidders who are Blacklisted, Suspended, Debarred, Restricted for procurement, Debarred under PPP MII order 2017, GeM, CPPP including Tender holiday issued by MDL/GOI.
- (ii) Clause mentioned under loading criteria or terms not acceptable to MDL

Bidder to note that the shortfall information/documents shall be sought only in case of historical documents which pre-existed at the time of the tender opening i.e. submitted along with original bid and which have not undergone change since then.

10. Performance Security (PS):

- (a) Separate Yard wise Performance Security for an amount equal to 5% of order value (excluding taxes, duties) payable shall be submitted.
- (b) **Performance Security is to be furnished within 25 days after notification of the award of contract and it should remain valid for a period of 60 (sixty) days beyond the date of completion of all contractual obligations of the supplier, including warranty obligations.**
- (c) Performance security may be furnished in the form of NEFT / Demand Draft / Pay order / Bank Guarantee / Insurance Security Bond / e-Bank Guarantee in favour of Mazagon Dock Shipbuilders Limited, Mumbai from the list of Banks approved by SBI / Canara Bank published on MDL website.
- (d) PS can also be remitted online through MDL website: <https://www.mazagondock.in/OnlinePayment.aspx>.

Or

one can find Online payment tab on MDL website home page as under:

- Go to www.mazagondock.in
 - Click on Online payment tab available on home page.
 - 4 option viz. Career, Tender, Security, Scrap/ Disposal will be available.
 - Click on the Tender tab and make the payment online using Debit cards, Credit Cards, Net banking, BHIM/ UPI etc. after filling the required details.
- (e) Further, the bidder should specifically mention the details of company name as well as nature of remittance, tender number/order number etc. in the text/narration fields of Bank's NEFT remittance in order to identify the same. The duly filled & signed copy of annexure is to be submitted to respective dealing commercial executives.
 - (f) **In cases where the supplier / contractor has not submitted the PS and already commenced supply / services, dealing commercial executives shall advise Finance department for withholding the PS from his bills if any. In such case, interest is to be recovered for the period starting from 26th day of transmission / notification of order/contract by any mode and amount involved at the relevant rate of interest. For foreign supplier, the interest will be EUROBOR/LIBOR plus 2%. For Indian suppliers, the interest will be SBI BPLR plus 2%.**
 - (g) PSBG shall be valid for validity period of PSBG plus 60 days for settlement of claim.
 - (h) The performance security will be forfeited and credited to MDL's account in the event of a breach of contract by the contractor. It will be refunded to the contractor without interest, after he duly performs and completes the contract in all respects but not later than 60(sixty) days of completion of all such obligations including the warranty under the contract.
 - (i) Where the duration of contract is very long and banks are unwilling to issue BGs for long duration, rolling bank guarantee towards performance security can be submitted where it will be valid for at least one year with claim period of three months within which the same can be extended for further period by amendment.
 - (j) Performance security on reducing balance can be accepted when the contract period extends beyond one year. This will be effective on completion of one year and thereafter on six monthly / yearly basis.
 - (k) No exemption can be granted to any unit including MSME, SSI units and MDL Registered Supplier.
 - (l) In case of failure to submit performance security deposit by the supplier within 25 days of transmission / notification of order by any mode, the EMD will be forfeited (if available) and MDL reserves the right to cancel the order and invoke the risk purchase clause.
 - (m) In the event of defects due to poor workmanship leading to non-performance of the Equipment/Item and bidder failure to attend the defects within a reasonable period of time, the PSBG will be encashed by MDL. MDL's decision in this regard shall be final and binding on the supplier / contractor.



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- (n) In the event of postponing of delivery of deliverables/services or extension of guarantee desired & sought by MDL, the Performance Security has to be extended and its amendment charges shall be borne by MDL.

11. Warranty/Guarantee:

- (a) The equipment / item along with associated auxiliaries/components supplied shall be warranted / guaranteed for satisfactory Performance for the period of twenty (20) months from the date of delivery of equipment to MDL or twelve(12) months after planned delivery date of ship to ICG whichever is later. Refer SOTR clause **no. 28** for more details. The tentative planned delivery date of ships are as follows:

Sr No	Yard No	Planned delivery date
1	16401	Jul 2027
2	16402	Dec 2027
3	16403	May 2028
4	16404	Oct 2028
5	16405	Mar 2029
6	16406	Aug 2029

- (b) The Supplier cannot absolve their responsibility for warranty of material even though it is inspected by & approved by the inspection authorities.
- (c) If the defects are not remedied within a reasonable/stipulated time, MDL may proceed to rectify the defects at the supplier's risk & cost, but without prejudice to MDL's rights under the contract.
- (d) During the period of warranty / guarantee if any defect noticed in the equipment / item supplied, the supplier/ contractor will have to rectify such defects immediately at no extra cost to MDL.

12. **Currency of Bidding:** Foreign Bidders are allowed to quote price (and get paid) in RBI's notified basket of foreign currencies - US Dollar or Euro or Pound Sterling

13. Pricing:

- (a) Bidder shall quote the prices for the delivery on **Incoterm CIF, Mumbai/JNPT port** basis for delivery at MDL. Order will be placed on CIF basis only.

Items/services	Delivery/Work Address
Main Diesel Engine (Main Equipment, OBS)	CIF, Mumbai/JNPT port
Services	Dockyard Road (Mumbai)/Nhava Yard
B & D Spares	CIF, Mumbai/JNPT port

- (b) The prices quoted shall remain firm and fixed during the currency of the order / contract unless agreed otherwise by MDL.
- (c) For MDL orders, the shipment shall be consigned to Mumbai Port for break bulk cargo unless or otherwise agreed by MDL & indicated in the Purchase Order.
- (d) The Supplier/ Vendor / Contractor shall immediately on dispatch of the items, inform all relevant details of dispatch such as Order number, Bill of Lading / AWB number, number of packages, value of consignment, invoice number in time directly to
(i) PE(C-CGP), Mazagon Dock Shipbuilders Limited, Mumbai. (dschavan@mazdock.com)
(ii) HOS (Imports), Mazagon Dock Shipbuilders Limited, Mumbai. (dktiwari@mazdock.com)
- (e) The Supplier/ Vendor / Contractor shall ensure that all relevant documents (such as invoices, Packing List, Bill of Lading, Country of origin etc.) shall reach to the MDL executives as mentioned above sufficiently in advance for filing of Bill of entry and to enable clearance of cargo within allowed demurrage free days to avoid demurrage
- (f) Overseas bidders shall submit the unconditional order acceptance which is a pre-requisite for opening of L/C.
- (g) Important Notes for Foreign Bidders:



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- (i) All the documents should clearly indicate the Purchaser's Order number, Import License Number, Airway Bill / Bill of Lading Number, Insurance Policy number / Insurance Document reference no.
- (ii) Foreign Bidders must submit the Letter of Credit format duly filled as per enclosure of the tender.
- (iii) To arrive at various charges such as custom duty, port handling & local charges, it is mandatory for foreign bidders to submit the following details along with the Part-I Bid:
 - Port of dispatch to be clearly specified
 - Containerized dispatch/ Break bulk.
 - No of required containers with their size & type (20Feet /40Feet / Open / Closed).
 - Gross weight.
 - Any other specific handling Instructions / conditions of consignment.

(h) **Price Variation Clause: (For Goods & Services):** Not Applicable

- (i) In case it is mandatory to quote for all line items as per tender, then if it is found after opening of price bids that the price quoted for a particular line item is 'zero' then supplier has to supply this/these items free of cost to MDL.

14. **Tie Breaker:** When multiple bidders quote same price for particular item(s)/services under such situation, following action in given sequence shall be done:

- (a) In case of divisible, 50-50 qty to be given to each.
- (b) In case of non-divisible, supplementary bid for discount to be obtained.
- (c) In case of both divisible and non-divisible, lottery option to be exercised after above options are not conclusive.

15. Taxes & Duties:

- (a) Bidder has to quote their rates on CIF basis.
- (b) In case of foreign bidders all taxes, duties, statutory levies and charges which are to be paid for the delivery of goods & services shall be paid by the parties under the present contract in their respective countries. MDL shall bear and pay all taxes, duties and statutory levies in India in connection with the execution and / or performance of this contract w.r.t. deliverables delivered.
- (c) Foreign bidder shall submit Tax Residency Certificate (TRC), No Permanent Establishment (PE) in India and PAN card in Part-I offer. In case of remittances to Foreign Companies for services, as per the Income tax act and DTAA provisions, TDS shall be carried out from the amount payable towards services. As per the extant applicability and existing rates, following cases pertaining to TDS are presented for clarity:

(i) Case 1 (TRC & No PE certificate is made available by foreign bidders): Tax Deduction at Source (TDS) as per DTAA rates will be applicable for of total service payment. If this is not agreed to by the bidder in the bid or during TNC / CNC, then this shall be appropriately loaded as per applicable rates on the price for the purpose of ranking. However, bidders to note that TDS rates / DTAA rates differ from country to country. It tentatively varies from 10% to 25%.

(ii) Case 2 (TRC & No PE is not made available by foreign bidders): Tax Deduction at Source (TDS) at the higher rates @ 40% plus surcharges & education cess will be applicable. If this is not agreed to by the bidder in the bid or during TNC / CNC, then this shall be appropriately loaded as per applicable rates on the price for the purpose of ranking.

16. Payment Terms:

- (a) Advance payment is not applicable for this tender
- (b) Payment terms for Main equipment, OBS & Documentation
 - (i) Payment to Bidder shall be against irrevocable letter of credit (L/C) established through our bankers as per format. L/C will be opened for 100% of the value of deliverables (Cost of Material including freight & insurance till port of destination i.e. CIF basis) initially.
 - (ii) For opening L/C, suppliers should essentially furnish their acceptance of PO in time. For opening L/C, all charges outside India shall be borne by the Beneficiary (supplier). In case



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supplier seeks L/C amendment for no fault of MDL or requires confirmation of L/C then all charges towards L/C amendment or confirmation of L/C respectively shall be borne by the supplier.

- (iii) L/C will allow payment on timely presentation of documents through bank as mentioned below. Opening of L/C shall be before 30 days of the schedule for dispatch or before such period as may be discussed and mutually agreed to in the TNC / CNC / PNC. The time limit for opening of L/Cs and / or amendment for L/C shall be 7 days or within such number of days as may be stipulated in purchase order / contract. Delay in opening of L/C can lead to corresponding delay in delivery and hence no LD is applicable on such delayed portion. L/C amendment charges on account of MDL shall be borne by MDL.

- (iv) If part supply is accepted by TNC then part payment will be made accordingly.

- (a) **Services/Training/Warranty Extension/ Extra Man days:** 100% payment for all kinds of services like STW, HAT, SAT, installation, commissioning assistance, training wherever included in the same order will be admissible for payment **within 15 days** against submission of original Work Completion Certificate & SAP Service Sheet signed by CM or above of production/planning dept. and ink signed invoice.

Note: Propulsion Integrity activity shall be completed in 03 Phases. Following are the payment modality with respect to Phase activity:

- (i) Phase 1 = 0.3 AU
(ii) Phase 2 = 0.4 AU
(iii) Phase 3 = 0.3 AU

- a) Phase 1 & Phase 2 will be certified by design engg. (CM & Above)
b) Phase 3 will be certified by OIC Engg. or Ship Manager (CM & Above)

17. Payment Mode & Documents:

- (a) All the payments to indigenous bidders due shall be made through Real Time Gross Settlement (RTGS) / National Electronic Fund Transfer (NEFT) by MDL.
- (b) All the payments to foreign bidders shall be through Letter of Credit/Direct Remittance through Bank for Deliverables & **NEFT/RTGS/SWIFT for other than deliverables.**
- (c) MDL may opt to make due payment for items having shelf life, services or any miscellaneous payment required as per contract through Direct Remittance from Bank post-delivery & acceptance or completion of services.
- (d) Note: Invoices should be submitted at "Receipt Section" adjacent to the ARS Punching Section, South Yard MDL.
- (e) **Documents for Payments for Foreign Bidders (Goods):**
Documents for L/C are as under:
- (i) Set of Original + 2 Copies of signed Invoice showing item-wise prices as per the order.
- (ii) Set of Original + 2 Copies of signed packing List clearly showing list of items packed along with weight of each item.
- (iii) Set of Original + 2 Copies Clean on Board Bill of Lading OR Air Way Bill Made in the name of MDL's Bank and Marked as freight paid
- (iv) Set of Original + 2 Copies Certificate of approval OR Release Note from Inspection agency.
- (v) Certificate of country of origin of the goods to be given by the seller or a recognised chamber of commerce or another agency designated by the local Government for this purpose.



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- (vi) Original + 2 Copies of Warranty/Guarantee Certificate in prescribed format.
- (vii) Performance Bank Guarantee in Original + 2 copies valid till the complete execution of the contract as per agreed terms and settlement of amounts, if any, by the supplier towards rebates/discounts/deductibles/liquidated damages if any.
- (viii) Original + 2 Copies of all Manufacturer's Test Certificates (MTCs) / Reports, Drawings, Manuals, Procedures etc. as relevant to the ordered item.
- (ix) Certificate Confirming that supplier has couriered / dispatched 2 sets of Non Negotiable Documents comprising of all Test reports / MTCs, Technical Documents, Drawings, Manuals, Procedures etc. and of Signed Invoices, Packing Lists, Bill of Lading/AWB marked as Freight Paid, Insurance Policy/Document, Freight Paid Certificate, Inspection Agency's Certificate of approval, Country of Origin Certificate, Guarantee/Warranty Certificate, Performance Bank Guarantee, directly to MDL.
- (x) Original + 2 Copies of the Certificate issued by the classified society confirming seaworthiness of the vessel and that the shipment is made on vessels of not more than 15 years vintage. (Applicable in case of CIF contracts / orders agreed by MDL).
- (xi) Certificate issued by MDL confirming that the delivery is made in time and no liquidated damages / penalty is applicable OR in case of delays, admissible amount of liquidated damages/ penalty will be specified by MDL in this certificate for reduction of equal amount from supplier's invoice. (MDL will issue this certificate generally by email immediately on receipt of signed copy of invoice, packing list, approval certificate of the nominated inspection agency, copies of B/L or AWB marked as Freight Paid, Insurance Policy/Document, Freight Paid Certificate or any other acceptable documents confirming dispatch on CIF basis)
- (xii) Certificate confirming that the shipping instructions (inclusive of packing) have been followed while packing / shipment and forwarding of details for Freight and insurance to MDL.

Note: All the documents should clearly indicate the Purchaser's Order number, Import License Number, Airway Bill / Bill of Lading Number, Insurance Policy number/ Insurance Document reference number.

(f) **Documents for Payments for Services:**

- (i) Set of Original + 2 Copies of signed Invoice showing item / activity wise prices as per the Contract / Order.
- (ii) SAP Service Sheet signed by CM or above of production/planning dept.
- (iii) Work Done Certificate
- (iv) Documents Such as Guarantees etc. as per the order terms.

Note: Invoices should be submitted at "Receipt Section" adjacent to the ARS Punching Section, South Yard MDL.

- (g) **Alternate MSME vendor payment through TReDS:** Details are available on MDL Website. Kindly visit MDL website Link : <https://mazagondock.in/English/pages/Tenders> under tab Ship Building(SB)/MPV Project. This is applicable for Indian Bidder only.

(h) **E Invoice:** Not Applicable

18. **Exchange Rate Variation (ERV).** Not Applicable

19. **Mode of Dispatch:** Road/Rail/Air/Sea.



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20. Consignee:

- (a) After receipt of material at Mumbai Port/JNPT, India MDL will arrange transport, freight etc. for further delivery of items to consignee, MDL's Anik Chembur store located in Mumbai/CGSD(Mumbai). However, exact details will be indicated in PO.
- (b) The following Documents should be sent along with the consignment:
 - Copy of MDL Purchase Order & subsequent amendments issued to it, if any.
 - Copy of Invoice.
 - Inspection Release Note (IRN) issued by Classification Society.
 - Delivery Challans clearly indicating MDL Purchase Order No, Inspection Note Details and Packing List co-relating the items in the inspection report
 - Copy of Warranty Certificate, Preservation Certificate etc. as relevant.
 - Technical documentation, if applicable.

The order would be placed on CIF basis only. Date of the Bill of Lading will be considered as the date of delivery.

21. Work Done Certificate (WDC) / Completion Certificate (WCC):

- a. Work Completion certificate (WCC) shall be issued on Satisfactory completion of respective work with inspection and acceptance reports. Agency responsible to issue WCC shall be Planning/user dept. (Chief manager & above).
- b. The WDC shall include cumulative statement of jobs carried out till last WDC. The necessary service entry shall be made in SAP system by the WDC certifying authority & will be submitted to/collected by the contractor for further invoicing. The WDC shall bear relevant Service Entry Sheet No., PO No. and respective item Sr. No., sub service line item of the PO.
- c. The WDC must clearly mention the mutually agreed completion schedule and actual work done schedule for start date & end date.
- d. In case of delays, the duration along with numbers of delayed days shall be specified in respective WDCs to invoke LD clause and effect recoveries from sub contractor's invoice. LD to be clearly mentioned in the WDC

22. Inspection & Testing:

For Goods:

It shall be as per SOTR. Other general conditions related to inspection of material are as under:

- (a) The decision of the Inspecting Authority or their representatives, as the case may be, on any question of the intent, meaning and the scope of Specifications / Standards shall be final, conclusive and binding on the Bidder/ Supplier / Contractor.
- (b) **The Third Party Inspection (TPI) charges shall be borne by vendor. These charges shall be included in the bidder's quote.**
- (c) The testing charges for samples should be borne by the supplier and this should be made clear at the enquiry stage itself to avoid claims at a later date/or effect on his position in comparative statement of offers. Any special testing involving financial implications shall be settled prior to placement of the order and such cost should form part of the evaluation.
- (d) **Receipt Inspection:** MDL shall carry out necessary inspection of the items on receipt in the MDL on the basis of appropriate MDL Inspection system requirements & the Inspection documents submitted by suppliers. Any objection raised by MDL inspection team against quality of material or workmanship shall be satisfactorily corrected by the supplier at his expenses including replacement as may be required within shortest possible time within 30 days. Items damaged during transit shall also be rectified or replaced by the supplier within shortest possible time.
- (e) **Rejection of the material:** Any portion of the equipment found defective/rejected, the supplier shall collect the same at his cost from the MDL Yard, all incidental charges being born by supplier, (inclusive of custom duty, if payable), within 30 days from the date of intimation to the supplier of such rejection. The MDL reserves the rights to dispose-off the rejected item at the end of a total



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period of 90 days in any manner, to the best advantage to the MDL & recover storage charges & any consequential damages, from sale proceeds of such disposal.

For Services:

- (a) The MDL / Vessel owner shall have at all reasonable time access to the contractor's premises and shall have the power at all reasonable time to inspect, examine and test the materials and workmanship of the work during its manufacture there and if a part of the work is being manufactured on other premises, the contractor shall obtain permission for MDL / Vessel owner to inspect as if the work was being manufactured on contractor's own premises.
- (b) Only such work will be accepted and paid for as MDL / Vessel owner may certify to be strictly in accordance with the contract.
- (c) MDL on giving seven days' notice in writing to the contractor setting out any ground of objections which may have in respect of the work shall be at liberty to reject all or any materials of workmanship, the subject of any of the said grounds of objection which are not in accordance with the contract.
- (d) In all cases where the contract provides for tests whether at the premises of the contractor or any sub-contractor or elsewhere the contractor except where otherwise specified shall provide free of charges such labour, materials, electricity, fuel, water, stores, apparatus and instruments as may reasonably be demanded, to carry out efficiently such tests of the work in accordance with the contract and shall at all-time facilitate the MDL / Vessel owner to accomplish such testing.
- (e) The cost of all tests and/or analysis effected at the contractor's or sub-contractor's work and on the site shall be borne by the contractor. The cost of independent test and/or analysis which MDL / Vessel owner may cause to be made and which prove satisfactory will be borne by the Employer but the contractor will be called upon to pay all expenses incurred by the Employer in respect of any work found to be defective or of inferior quality, adulterated or otherwise unacceptable.
- (f) The contractor shall give MDL / Vessel owner, such reasonable notice of the progress of work (and in particular of any work being made ready for shipment or transportation) as will permit inspection, examination and testing and no work shall be painted or prepared for shipment or transportation as the case may be without the consent of the MDL / Vessel owner until the same has been passed by MDL / Vessel owner as being ready for shipment or transportation but no such passing or consent shall relieve the contractor from the liability to complete the contract works in accordance with the contract.

23. Loading Criteria:

Deviations sought by the bidder shall be loaded on the bidder/s quoted prices during price evaluation by MDL for ranking of bids to judge L1, as under.

- (a) Varied payment terms quoted by bidders as compared to the terms stated in the Tender document shall be normalized by adopting the Benchmark Prime Lending Rate of State Bank of India plus 2% thereon on the amount (s) at variation and / or for the period (in no. of days) at variation and LIBOR / EURIBOR rates plus 2 % or 6% whichever is higher in case of foreign bidders.
- (b) **Contingency charges (Guarantee extension charges, Re-preservation charges, Extra man-days charges etc.) as applicable shall be added to decide L-1.**
- (c) In case of Foreign bidders, L/C opening charges on CIF value, Interest for period of **30** days @ Benchmark Prime Lending Rate (BPLR) of SBI+2% on payment amount to be loaded if applicable for ranking purpose. In case of only foreign bidders quote this clause is not applicable.
- (d) If Service Component exists in an offer from a foreign vendor, then Tax Residency certificate (TRC) should be submitted with Part I offer. If no TRC is submitted, then the enhanced Income Tax rate and GST thereon will be considered while determining L-1.
- (e) Delivery of the goods: Delivery at MDL should be responsibility of the supplier. However, for unavoidable reasons, if bids are exclusive of transport and / or insurance, the same will be loaded at the cost to be incurred by MDL.
- (f) For the additional delivery period sought by the bidder over the stipulated date of delivery as per Tender, 0.50% per completed week will be loaded to the quoted price.



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- (g) Conversion of foreign currency into Indian Rupee shall be made at the selling exchange rate on the date of opening of price bid. If the date of opening of price bid happens to be holiday or non-transaction day, the exchange rate on immediate previous working day will be adopted. These currency conversion rates could be obtained from RBI/SBI rates as available on Internet. These currency conversion rates would be obtained from the website of 'State Bank of India' (SBI) at www.sbi.co.in.

24. **Ranking of Bids:** Tender line items are inseparable and non-divisible in nature.

- (a) Ranking of bids shall be done on total value wise by considering following factors:
- The comparison of the responsive tenders shall be on total outgo on Least Cost Net of Credit Basis (LCNC), for the procurement to be paid to the supplier or service provider, including all elements of costs, duties, levies, freight, insurance etc. excluding GST (where ITC is available). Therefore, it should normally be on the basis of CIF/ FOR destination basis, duly delivered, commissioned, as the case may be.
 - The foreign bidders shall quote on Cost, Insurance & Freight (CIF) basis. They should also to indicate the custom tariff number and custom duty applicable in India. To arrive at the Free On Rail (FOR) destination cost over and above CIF cost the following charges to added / loaded:
 - Port Handling Charges: @ one per cent of consignment value excluding services.
 - Custom duty, cess, and surcharges etc as applicable
 - Clearing agency charges & Inland freight: @ one per cent of consignment value excluding services.
 - For bids with Letter of Credit (LC) payment, the likely LC charges (as ascertained from MDL's bankers) should also be added.
 - Interest for period of 30 days @ base rate of SBI BPLR plus 2% (As notified by HoD(F) of MDL on quarterly basis) on payment amount is to be considered while evaluating foreign bidders for ranking purpose.
 - In case there are no domestic bidders, a comparison of offers can be made on the basis of CIF/landed costs since the rest of costs would be same for all bidders.
 - The applicable loading as mentioned at clause no.23 towards deviations shall be loaded for ranking purpose.
- (b) For financial evaluation(Ranking), all bids shall be converted to Indian Rupees based on the "Bill for Collection (BC) selling "exchange rate on the last deadline for bid submission (Techno-commercial offer). If the last deadline for bid submission happens to be holiday or non-transaction day, the exchange rate on immediate previous working day will be adopted. The rate could be obtained from RBI/SBI rates as available on Internet.
- (c) Discount given, if any, by the bidders, after the last date for submission of the bids but before opening of the price bids, will not be considered for determining the ranking of bids but will be considered after the said bidder is adjudged as L1.
- (d) On-line ranking visible to the bidders after opening Part-II price bid is without loading parameters. However, the L1 bidder will be evaluated offline by applying all applicable loading parameters as per tender and clarifications during techno-commercial scrutiny / TNC meeting.
- (e) Loading/Ranking will be done on original submitted bid at the time of closing of tender. However, in case MDL invites supplementary price bid from technically qualified bidders, then same will also be considered while ranking of bids.

25. **Price Negotiation:** Usually, there shall be no price negotiations. However, MDL reserves its right to negotiate with the lowest acceptable bidder (L-1), who is techno-commercially suitable and on whom the contract would have been placed but for the decision to negotiate. MDL reserves the right to negotiate for all quoted rate whether considered for ranking or not.

26. **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



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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:

(a) **Aspects of 'Preference to Make in India':** The following terminology / definitions used in the policy is enumerated below and applicable to the tender:

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

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.

b. Any participating bidder shall not be Joint Venture/Consortium; except in case of manufacture under license/technology collaboration agreements with phased indigenization under the PPP Make-in-India Policy 2017.

(ii) **Class-I Local Supplier:** means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content of 50%.

(iii) **Class-II Local Supplier:** means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content of 20% but less than that prescribed for "Class-I local supplier".

(iv) **Non-Local Supplier:** means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than that prescribed for "Class-II local supplier" under this order.

(v) **L1:** means the lowest tender or lowest bid or lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.

(vi) **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:

(i) Procedure for determination of L1 price shall be as per tender clause 'Ranking of Bids'.

(ii) Purchase preference shall be given to **Class-I local supplier only**. No Purchase Preference will be given to Class-II or Non-Local Suppliers.

(iii) If Price/s of all class-I local supplier/s in a tender is more than 20% of L1's price, no purchase preference shall be applicable.

(b) **Eligibility Criteria to bid:**

Class I, Class II & Non local Supplier are eligible to bid for this tender

The Purchase Preference to MSE & Class I suppliers shall be as per PPP Order shall be applicable.

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%.

(c) **Purchase Preference(PP):**

a) 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:

b) The Class-I local suppliers, under PPP-MII Order, participating in any government tender, may or may not be MSEs, as defined under the MSME Act. Similarly, MSEs participating in any government tender, may or may not be Class-I local suppliers. Suppliers may be categorised in following four broad categories for consideration or applicability of purchase preference:



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

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

- i) L-1 is "MSE Class-I local supplier": Contract shall be awarded to L-1.
- ii) L-1 is not "MSE Class-I local supplier" but the "MSE Class-I local supplier" falls within 15% margin of purchase preference. Purchase preference shall be given to lowest quoting "MSE Class-I local supplier". If lowest quoting "MSE Class-I local supplier" does not accept the L-1 rates, the next higher "MSE Class-I local supplier" falling within 15% margin of purchase preference is to be given purchase preference and so on. If all "MSE Class-I local supplier" do not accept L-1 rates, then **Para 26(c)(c)(iii)** shall be followed.
- iii) If conditions mentioned in sub paras **26(c)(c)(i) and 26(c)(c)(ii)** above are not met i.e. L1 is not "MSE Class-I local supplier" and "MSE Class-I local supplier" is not eligible to take benefit of purchase preference as per PPP-MSE Order or all "MSE Class-I local supplier" do not accept L-1 rates, the contract is to be awarded / purchase preference to be given in different possible scenarios as under:
 - a) L-1 is "MSE but non-Class-I local supplier" or "Non-MSE but Class-I local supplier": Contract be awarded to L-1.
 - b) L-1 is "Non-MSE non-Class-I local supplier": Firstly, purchase preference shall be given to eligible MSE as per PPP-MSE Order. If MSEs not eligible or does not accept then purchase preference to be given to eligible Class-I Local supplier as per PPP-MII Order. If Class-I Local supplier is also not eligible or does not accept then contract be awarded to L-1.

d) Non-local suppliers, including MSEs falling in the category of Non-local suppliers, shall be eligible to bid.

(d) **Declaration/Verification of Local content:**

- (i) Participating bidders to indicate the percentage of local content (i.e. value added in India) along with the details of location/s where the local value addition is made, in their bids, item wise or tender wise. The indicated local content percentage shall decide categorization of the vendors as "Class-I Local Supplier" / "Class-II Local Supplier" / "Non-local Supplier". All bidders should declare that the item and service offered meets the minimum local content & indicate its percentage in their offer which shall meet or excel required local content specified in tender. This declaration is necessary even if Custom Duty Exemption and / or ERV (if applicable) are not being sought. Certification as under is to be submitted mandatorily in technical Offer-Part-I bid. Self-certification by Chief Financial Officer or Other legally responsible person nominated in writing by the Chief Executive or Senior Member / Person with Management Responsibility of Corporation / Partnership / Individual. However, in cases of procurement for value in excess of Rs. 10 Crores, the bidders shall provide a certificate from statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of supplier other than companies) giving the percentage of local content.
- (ii) Bidders to be noted that once the declaration / certification is committed at tender submission stage, the same cannot be altered subsequently at technical negotiation stage or after award of contract otherwise would be treated / considered as false declaration by bidder and necessary



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action shall be initiated as per tender clause '**Debarment of bidders / suppliers**' of the said Order for debarment.

- (iii) Declared Local Content shall be the basis for categorization of the vendors and tender evaluation. However, MDL reserves the right to undertake detailed examination of declared local content and may call vendor to submit relevant documents.
- (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 bidders (including unsuccessful bidders) against the tender shall be obliged to furnish the necessary documents. Failing to do so, the vendor may invite penal action as per the provisions of the Order. If MDL possess the capability, then it shall perform the verification. However, if in the opinion of MDL matter needs to be dealt at higher level, then the complaint shall be referred to Nodal Ministry and their fees / expenses / charges applicable as per the Nodal Ministry, if any, shall be borne by the complainant. MDL is authorized to prescribe fees for handling complaints under revised PPP MII 2017 Order. The fees for filing a complaint under the order shall be Rs. 10,000/- per case. The complaint shall be filed to the Chairman, Public Grievance Cell. The fee shall be deposited by complainant in MDL's Account by NEFT.
- (v) On scrutiny of offer, if all the bidders participating in the tender happen to have either not submitted the declaration certificate or not declared / specified the local content percentage in the declaration certificate or specified local content lower than the minimum local content requirement as per the tender, the subject tender shall be cancelled & matter shall be taken up with Ministry, by the user department, as per the procedure indicated at above Purchase Preference Para or as amended by MoD / DPIIT / DoE.
- (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 tender requirement (i.e. only on the quoted price without any loading) then such bidder shall be disqualified and shall not be considered for ranking purpose. The bid would be treated / considered as given false declaration and necessary action for debarment shall be initiated.

Note: The original of the uploaded copy of Local Content Declaration shall be received in MDL within seven MDL working days from the tender closing date. Not receipt of the same is a "liable for bid rejection" criteria.

(e) **PPP MSE Order 2012:**

Purchase Preference under PPP MSE Order 2012 shall prevail over Purchase preference under PPP MII Order 2017. Bidders to be noted that, in case of participation of MSE and Local Supplier against a same tender, MSE bidder will be given preference over other bidders to match with L1 bidder provided it has chosen Purchase Preference under PPP MSE Order 2012 in the tender & it is meeting Purchase Preference Criteria as per Public Procurement Policy for MSEs Order 2012. Bidder has to indicate his choice for Purchase Preference which will not be permitted to be changed once bid is opened.

Purchase Preference under PPP MSE Order 2012 shall prevail over Purchase preference under PPP MII Order 2017 and Purchase preference shall be accorded as per para 27(c)(a).

(f) **Price negotiation & contract placement:**

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

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



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practicing chartered accountant (in respect of supplier other than companies) giving the percentage of local content.

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

Note: The Actual Local Content Certificate as above, shall be mandatorily submitted by the successful bidder post execution of PO.

(g) **Debarment of bidders / suppliers:**

- (i) **False declaration will be in breach of Code of Integrity under Rule 175(1)(i)(h) of GFR 2017 for which a bidder or its successors can be debarred for up to 2 years as per Rule 151(iii) of GFR 2017 along with such other actions as may be permissible under law.**

- (ii) **A supplier who has been debarred by any procuring entity for violation of said Order shall not be eligible for preference under said Order for procurement by any other procuring entity for the duration of debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities, in such a manner that ongoing procurements are not disrupted.**

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

27. **Liquidated Damage:** If the contractor fails to deliver any or all of the Goods or fails to perform the incidental Works/ Services (e.g. installation, commissioning or operator training) within the time frame(s) incorporated in the contract, MDL shall, without prejudice to other rights and remedies available to MDL under the contract, deduct from the contract price, as agreed liquidated damages, but not as a penalty, a sum equivalent to the 0.5 % percent (excluding taxes) of the delivered price of the delayed Goods and/ or incidental Works/ Services for each week of delay or part thereof until actual delivery or performance, subject to a maximum deduction of the 5% of the delayed Goods' or incidental Works/ Services' contract price(s). Besides liquidated damages during such a delay, the denial clause shall also apply. Any failure or delay by any sub-contractor, though their employment may have been sanctioned shall not be admitted as aground for any extension of time or for exempting the contractor from liability for any such loss or damage as aforesaid.

28. **Purchase Preference to MSEs:** Already covered at para 26

29. **Integrity Pact (IP):** The Integrity pact essentially envisages the agreement between prospective vendors / bidders & buyers committing the person/officials of both the parties not to exercise any corrupt influence on any aspects of the contract. Only those vendors/bidders who enter into such an integrity pact with the buyer would be competent to participate in the bid. Therefore, non-acceptance and non-submission of IP by the vendors/bidders shall render the bid liable for rejection. The format of integrity Pact is enclosed with tender documents. IP shall be submitted on plain paper.

The 'Integrity pact' dully filled as per enclosed format to be submitted along with the offer. Bidders to ensure that each page of Integrity pact shall be duly signed by the bidder. Non-submission of Integrity Pact by the bidders duly signed on each page along with Part-I bid shall render the bid liable for rejection. Bidders shall send original IP immediately to MDL post submission of bid.



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Independent External Monitors (IEM): The following Independent External Monitors (IEMs) will have the power to access the entire project document and examine any complaints received by him. In case of any change in IEMs it will be informed accordingly.

For any administrative enquires and clarification on tender, bidders shall contact Commercial Dealing Executive. In case of issues related to Integrity Pact (IP) please contact Independent External Monitor (IEM) whose details are as below:

- i) Mr. M.N. Krishnamurthy, IPS
Email id: krishnamurthymn19@gmail.com
- ii) Mr. P V Rao
Email id: pasupuletirao@yahoo.co.in

30. Freak Low Bid:

- (a) If the quoted L-1 rate is less than estimate by more than 40% w.r.t. estimate and if the quoted L-1 rate is less than L2 by more than 30% w.r.t. L2 then such quote is shall be treated as freak low quote.
- (b) In case of freak low quote, meeting may be held with L-1 bidder to ascertain whether the quoted prices are "workable". The proper justification shall be given by the bidder.

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

32. **Book Examination Clause:** In case it is found to the satisfaction of the BUYER that the seller has engaged an Agent or paid commission or influenced any person to obtain the contract as described in clauses relating to Agents/Agency commission and penalty for use of undue influence, the seller, on a specific request of the buyer shall provide necessary information/Break-up data/ inspection of the relevant financial documents/information.

33. **Progress Monitoring & Review Mechanism:** The required dates are indicated in tender. On placement of order a kick off meeting is to be held in MDL to chalk out the sequence and priority of the activities and the deliverables in line with the prevailing construction status of the ship. In this meeting, a progress monitoring team shall be constituted comprising vendor's representative engineer, MDL's executives (one each from Planning, Design and Ship Manager). This team shall carry out periodic reviews (initially quarterly followed by monthly reviews) to decide and chalk out the detailed sequence and priority of the completion of work and deliverables. The vendor would have to adhere to the recommendations and decisions of the said team while executing the work.

34. **Hindrance Register:** All hindrances with date of occurrences and removal shall be noted in the Hindrance Register. The Hindrance Register shall document reasons for the delay vis-à-vis the mutually agreed schedule. All hindrances such as delay in MDL Inputs (Drawings/Material/Documents/Services/ Inspection call), delay by TPI/Inspection Agency/Customer(Navy), delay on account of specialist services, non-performance by the contractor, delinquency by the vendor, force majeure or any other relevant reason shall be recorded. The Hindrance Register shall be signed by the reps. of both MDL as well as Contractor. Executive in the rank of Chief Manager and above shall be the nodal executive of the User Department.

35. **Public Grievance Cell:** A public grievance cell headed by Shri R. R. Kumar, ED (EY) has been set up in the company. Members of public having complaints or grievances are advised to contact above Authorities on Wednesday between 10.00 hours and 12.30 hours in his office at 3rd Floor, West Block, Mazagon Dock Shipbuilders Ltd or send their complaints / grievances to him in writing for redressal. Telephone No. is 022-23762106(MDL).



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36. **Working on MDL Holidays:** Intimation for working on Saturday / Sunday / holidays if required, should be submitted 2 working days prior to the date of holiday indicating names of personnel to Personnel Department and Security through concerned Department.
37. **Non-Disclosure Agreement:** Not Applicable
38. **Breach of Obligation:** In case of breach of any obligation mentioned under, the bidder shall be disqualified / debarred from the bidding process for a period of one year from the date of notification;
- Bidder has withdrawn / modified / amended / impaired / derogated from the tender during the period of bid validity.
 - Bidder fails or refuses to execute the contract upon notification of acceptance of bid by MDL during the period of bid validity.
39. **Inter Project Service Transfer (IPST):** Not Applicable
40. **Free Issue Material:** Not Applicable
41. **Parallel Order:** Not Applicable
42. **Offset Policy:** Not Applicable
43. **Land Border:**
- This clause is applicable from a country which shares a land border with India” for the purpose of this Order means: -
 - An entity incorporated, established or registered in such a country; or
 - A subsidiary of an entity incorporated, established or registered in such a country; or
 - An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - An entity whose beneficial owner is situated in such a country; or
 - An Indian (or other) agent of such an entity; or
 - A natural person who is a citizen of such a country; or
 - A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
 - Bidders from a country sharing land border with India shall Mandatorily requires registration with registration Committee by the Department for promotion of Industry and Internal Trade (DPIIT). Registration shall not be applicable for the bidders from those country to which the Government of India has extended Line of credit or in which the government of India is engaged in development project.
 - Bidder shall comply orders issued by ministry of Finance department of expenditure Vide OM 6/18/2019- PPD dated 23 July 2020 & 24 July 2020 and OM No F.7/10/2021/-PPD(1) dated 23.02.2023.
44. **Restrictions Regarding Personnel Deployed:** Not Applicable
45. **Workmen Safety and Insurance:** The service provider shall alone be fully responsible for safety and security and insurance or life insurance of their personnel who is working on the operation and maintenance works. The service providers shall take out and maintain, and shall cause any Subcontractors to take out and maintain, at their (or the Subcontractors', as the case may be) own cost but on terms and conditions approved by the MDL, insurance against the risks, and for the coverage, as shall be specified in the **SCC**; and at the MDL's request, the service providers shall provide evidence to the MDL showing that such insurance has been taken out and maintained and that the current premiums have been paid. The service provider shall provide and ensure sufficient protection gears like safety shoes, hand gloves, ladders, etc. are being used by their workers while carrying out works. The MDL shall not be liable for any compensation in case of any fatal injury/death caused to or by any man power while performing/discharging their duties/ for inspection or otherwise.



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46. Right to Reject any or all Bids:

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

47. Cancellation of Procurement Process/ Rejection of All Bids/Re-tender: If competition is lacking, then in such cases lack of competition shall not be determined solely on the basis of the number of Bidders. Even when only one Bid is submitted, the process may be considered valid provided following conditions are satisfied:

- a) The procurement was satisfactorily advertised and sufficient time was given for submission of bids.
- b) The qualification criteria were not unduly restrictive; and
- c) Prices are reasonable in comparison to market values

The decision to cancel the procurement and reasons for such a decision shall be communicated to all bidders that participated in the procurement process. During Re-tendering, all participated bidders of earlier tender shall be informed.

48. Conflict of Interest among Bidders/ Agents: A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of MDL's interests. The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:

- (i) they have controlling partner (s) in common; or
- (ii) they receive or have received any direct or indirect subsidy/ financial stake from any of them; or
- (iii) they have the same legal representative/agent for purposes of this bid; or
- (iv) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder; or
- (v) Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/ Assemblies from one bidding manufacturer in more than one bid.
- (vi) In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorise only one agent/dealer. There can be only one bid from the following:
 1. The principal manufacturer directly or through one Indian agent on his behalf; and
 2. Indian/foreign agent on behalf of only one principal.
- (vii) Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid;
- (viii) In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business

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

49. Corrigendum to Tender Document: Before the deadline for submitting bids, MDL may update, amend, modify, or supplement the information, assessment or assumptions contained in the Tender Document by issuing a corrigendum. The corrigendum shall be published in the same manner as the original Tender Document. Without any liability or obligation, the Portal may send intimation of such corrigendum to bidders who have downloaded the document under their login. However, the bidders' responsibility is to check the website(s) for any corrigendum. Any corrigendum thus issued shall be considered a part of the Tender Document. To give reasonable time to the prospective bidders to take such corrigendum into account in preparing their bids, MDL may suitably extend the deadline for the bid submission, as



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necessary. After MDL makes such modifications, any Bidder who has submitted his bid in response to the original invitation shall have the opportunity to either withdraw his bid or re-submit his bid superseding the original bid within the extended time of submission.

50. Contacting MDL during the evaluation: If a Bidder needs to contact MDL for any reason relating to this tender and/ or its bid, it should do so only in writing or electronically. Any effort by a Bidder to influence MDL during the processing of bids, evaluation, bid comparison or award decisions shall be construed as a violation of the Code of Integrity, and bid shall be liable to be rejected as nonresponsive in addition to other punitive actions for violation of Code of Integrity as per the Tender Document.

51. Cartel Formation/Pool Rates

It is possible that sometimes a group of bidders quote the same rate against a tender. Such pool/cartel formation is against the basic principle of competitive bidding and defeats the very purpose of an open and competitive tendering system. Such and similar tactics to avoid/control true competition in a tender leading to "Appreciable Adverse Effect on Competition" (AAEC) have been declared as an offence under the Competition Act, 2002, as amended by the Competition (Amendment) Act, 2007. Such practices should be severely discouraged with strong measures. In case of evidence of cartel formation, detailed cost analysis may be done by associating experts if necessary. Besides, suitable administrative actions can be resorted to, such as rejecting the offers, reporting the matter to trade associations, the Competition Commission or NSIC, etc., and requesting them, inter-alia, to take suitable strong actions against such firms. New firms may also be encouraged to get themselves registered for the subject goods to break the monopolistic attitude of the firms forming a cartel. Changes in the mode of procurement (GTE instead of OTE) and packaging/slicing of the tendered quantity and items may also be tried. A warning clause may also be included in the bid documents to discourage the bidders from indulging in such practices. Purchaser may also debar the tenderers indulging in cartel formation/collusive bidding/bid rigging for a period of two years from participation in the tenders of the Purchaser.

52. Registration on Government E-Marketplace (GeM) Portal: Not Applicable

53. Additional Instructions:

- (a) Bidder shall abide to all tender terms & conditions including General Conditions of Contract (GCC).
- (b) The bidder shall also abide to all statutory requirements, Official Secret Act 1923, Security and Safety Rules as per references, which are part of this tender. If contractors' employees are not adhering to the health, safety and environment norms and the contractors not equipping their employees with suitable safety gears, will be viewed seriously. For non-adherence to above will be levied as per extant guidelines of Security and Safety Rules prevailing time to time, to the contractor without prejudice to other rights to enforce the safety requirements.
- (c) MDL shall not be bound by any printed conditions or provisions in the sellers bid forms or acknowledgement of contract, invoices, packing list and any other documents which purport to impose any conditions at variance with the tender terms / final negotiated & accepted terms.
- (d) In case of improper on-line filling or non-submission of Acceptance formats for Tender Enquiry Form (TEF), GCC, it shall be presumed that all our tender terms & conditions are acceptable to the bidder.
- (e) Wherever the clauses in tender document (Part A) are getting repeated in GCC, then in such cases bidders are requested to refer the clauses in the tender doc (Part A) and offer their comments/acceptance, accordingly.

54. E-Portal and E-Tender Guidance:

- a) **Submission of bids against e-Tenders:** The bidder is required to quote online on the *e-Procurement* website www.eprocuremdl.nic.in by the deadline, by submitting the Techno-commercial Bid & Price Bid in Electronic format only. The prices/quotes & a few declarations shall have to be entered/uploaded by the bidder online in the Tender's entry forms & other bid documents' scanned/soft copies shall have to be uploaded as part of the bid. All bids should be digitally signed using DSC (as explained below).



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- b) To participate in e-Tender (s), every bidder must register themselves on the ASP's website (*registration is free of cost*) & must possess a legally valid Class-IIB or above Digital Signature Certificate (DSC) as per IT Act-2000, using which they can sign their electronic bids. The DSC can be procured from any Certifying Authority (CA) authorized by Controller of Certifying Authorities (CCA) of Govt. of India.
- c) National Informatics Centre (NIC) have been appointed by MDL as the Application Service Provider (ASP).
- d) Online User Manual is available on the website for the guidance of users & for participating in the e-Procurement/ e-Tendering, the bidder must ensure having the requisite (IT) infrastructure at their office premises.
- e) For any further details of e tendering & digital signatures, please contact 0120- 4200462, 0120-4001002, , eproc-support@gov.in.
- f) Problems in hardware/software, internet connectivity, system configurations, Browser setting etc., for whatsoever reason shall not be considered for extension of tender closing date and time.
- g) MDL will not be responsible for an error in downloading of tender documents from web by the bidders. The version appearing on MDL website will be considered final and authentic.

55. **Contact Details for Queries: All bidders are requested to get their queries, if any, clarified in advance (i.e. 7 days in advance to tender closing date) to avoid last minute delay.** In case of any clarifications regarding tender, bidders are requested to contact the following executives.

Department	Name of Executives	Contact No	Email
Technical	Mr. Sriram V.	022-2376 3029	sriram@mazdock.com
	Mr. Atul Agawane	022-2376 3042	aagawane@mazdock.com
Commercial	Mr. D S Chavan	022-2376 2782	dschavan@mazdock.com
	Mr. Rupesh Mane	022-2376 2769	rbmane@mazdock.com

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

Yours faithfully,
For MAZAGON DOCK SHIPBUILDERS LIMITED

Enclosures: -

Enclosure-1	SOTR no: 3045 rev 0 dated 03.04.2024 for 06 NGOPVs
Enclosure-2	General Conditions of Contract for Goods & Services (GCC)
Enclosure-3	EMD Format- Not Applicable
Enclosure-4	Integrity Pact(IP)Format
Enclosure-5	Performance Security format (PS)
Enclosure-6	Loading factors for ranking of bids
Enclosure-7	RTGS format
Enclosure-8	Details for remittance towards PS
Enclosure-9	Shipping Instruction - Not Applicable
Enclosure-10	Letter of Credit format - Not Applicable
Enclosure-11	Official Secret Act 1923
Enclosure-12	Contact Details of the bidder
Enclosure-13	Blank rate sheet
Enclosure-14	TEF & GCC Acceptance form
Enclosure 15	Declaration for Local Content
Enclosure 16	Actual Local Content Certificate
Enclosure 17	Non-Disclosure Format - Not Applicable
Enclosure 18	Annexure "C" towards compliance of Public Order on Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs)
Enclosure 19	Deed of Guarantee