

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	17-11-2026 15:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	18-11-2026 15:00:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	180 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Defence
विभाग का नाम/Department Name	Department Of Defence Production
संगठन का नाम/Organisation Name	Mazagon Dock Shipbuilders Limited
कार्यालय का नाम/Office Name	*****
शिकायत निवारण के संपर्क विवरण/ Contact details of Grievance redressal	HOD Email id :mdl-nodal-gem@mazdock.com Buyer Email id: akdubey@mazdock.com
कुल मात्रा/Total Quantity	60
वस्तु श्रेणी /Item Category	Procurement of Chemco RF900, Colour Dark Brown, QTY-60 KG
GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS	Procurement of Chemco RF900, Colour Dark Brown, QTY-60 KG for Boat-6
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Category not available on GeM for the text string uploaded by the buyer
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	<ul style="list-style-type: none"> Electrical Insulating Paint Enamel, Synthetic, Exterior (A) Undercoating (B) Finishing (V4) Confirming to IS 2932
टर्नओवर के लिए एमएसई को छूट प्राप्त है / MSE Relaxation for Turnover	Yes Complete
टर्नओवर के लिए स्टार्टअप को छूट प्राप्त है / Startup Relaxation for Turnover	Yes Complete
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Certificate (Requested in ATC),OEM Authorization Certificate,Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer

बिड विवरण/Bid Details	
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेजों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	No
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	2
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	7
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	1
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	Yes
रिवर्स नीलामी योग्यता नियम/RA Qualification Rule	H1-Highest Priced Bid Elimination
बिड का प्रकार/Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	3 Days
निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ पूर्व पंजीकृत एजेंसियों द्वारा)/Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
Payment Timelines	Payments shall be made to the Seller within 20 days of issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills (This is in supersession of 10 days time as provided in clause 12 of GeM GTC)
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईएमडी राशि/EMD Amount	35000

ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
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ईपीबीजी प्रतिशत (%) / ePBG Percentage (%)	5.00
ईपीबीजी की आवश्यक अवधि (माह) / Duration of ePBG required (Months).	6

(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित कैटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने है। एमएसई कैटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।/EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.

(b). ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए। / EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

(c). ईएमडी और संपादन जमानत राशि लाभार्थी के पक्ष में होनी चाहिए। / Earnest Money Deposit (EMD) shall also be accepted by the buyer in the form of a surety bond.

लाभार्थी /Beneficiary :

company
Mazagon Dock Shipbuilders Limited, Dockyard Road, Mumbai-400010
(Mazagon Dock Shipbuilders Limited)

बोली विभाजन लागू नहीं किया गया/ Bid splitting not applied.

एमआईआई खरीद वरीयता/MII Purchase Preference

एमआईआई खरीद वरीयता/MII Purchase Preference	No
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एमआईआई के लिए सक्षम प्राधिकारी का विवरण:/Details of the Competent Authority for MII

सक्षम प्राधिकारी का नाम/Name of Competent Authority	DIPPT
सक्षम प्राधिकारी का पदनाम/Designation of Competent Authority	DIPPT
सक्षम प्राधिकारी का कार्यालय/विभाग/प्रभाग/Office / Department / Division of Competent Authority	P-45021/2/2017-PP(BE-II)-Part-4Vol-II
सीए अनुमोदन संख्या/CA Approval Number	12345
सक्षम प्राधिकारी अनुमोदन तिथि/Competent Authority Approval Date	14-10-2026
सक्षम प्राधिकारी द्वारा प्रदान की गई स्वीकृति का संक्षिप्त विवरण/Brief Description of the Approval Granted by Competent Authority	LOCAL CONTENT DECLARATION IS EXEMPTED AS PER PPI ORDER 2017 NO. P45021/2/2017-PP(B.E-II)-Part(4) vol.II DT.19.07.2024

Competent Authority Approval for not opting Make In India Preference : [View Document](#)

एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
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सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं/सेवा प्रदाता को खरीद में प्राथमिकता, यदि उनका मूल्य $L1+X\%$ / Purchase Preference to MSE OEMs/ Service Provider available upto price within $L1+X\%$	15
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माता/सेवा प्रदाता को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Percentage of Bid quantity/amount for MSE OEMs/ Service Provider Purchase preference	100

ट्रेड्स भुगतान संबंधी विवरण/TReDS Payment Details

This Bid provides for Trade Receivables Discounting System (TReDS) as Preferred mode of payment. For MSME sellers, payments may be processed through a TReDS exchange in which the Buyer is registered, subject to applicable policy and regulatory guidelines. Accordingly, sellers intending to avail payment through TReDS are required to be registered with at least one TReDS exchange in which the buyer is registered.

1. If the bidder is a Micro or Small Enterprise (MSE) as per latest orders issued by Ministry of MSME, the bidder shall be relaxed from the eligibility criteria of "Bidder Turnover" as defined above subject to meeting of quality and technical specifications. If the bidder itself is MSE OEM of the offered products, it would be relaxed from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover, shall upload the supporting documents to prove his eligibility for Relaxation.
2. If the bidder is a DPIIT registered Startup, the bidder shall be relaxed from the the eligibility criteria of "Bidder Turnover" as defined above subject to their meeting of quality and technical specifications. If the bidder is DPIIT Registered OEM of the offered products, it would be relaxed from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover shall upload the supporting documents to prove his eligibility for Relaxation.
3. **Purchase preference to Micro and Small Enterprises (MSEs):** Purchase preference will be given to MSEs having valid Udyam Certificate and whose credentials are validated online through Udyam Registration portal as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service, and Buyer will decide eligibility for purchase preference based on documentary evidence submitted in case of product bids, whereas in case of services the eligibility is automatically validated. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within $L-1+ 15\%$ (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 100% (selected by Buyer) percentage of total quantity. The buyers are advised to refer the [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.
4. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.
5. Reverse Auction would be conducted amongst all the technically qualified bidders except the Highest quoting bidder. The technically qualified Highest Quoting bidder will not be allowed to participate in RA. However, H-1 will also be allowed to participate in RA in following cases:
 - i. If number of technically qualified bidders are only 2 or 3.
 - ii. If Buyer has chosen to split the bid amongst N sellers, and H1 bid is coming within N.

- iii. In case Primary product of only one OEM is left in contention for participation in RA on elimination of H-1.
- iv. If L-1 is non-MSE and H-1 is eligible MSE and H-1 price is coming within price band of 15% of Non-MSE L-1
- v. If L-1 is non-MII and H-1 is eligible MII and H-1 price is coming within price band of 20% of Non-MII L-1

Procurement Of Chemco RF900, Colour Dark Brown, QTY-60 KG (60 kilogram)

तकनीकी विशिष्टियाँ /Technical Specifications

क्रेता विशिष्टि दस्तावेज़ /Buyer Specification Document	Download
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प्रेषिती/रिपोर्टिंग अधिकारी तथा मात्रा/Consignees/Reporting Officer and Quantity

क्र.सं./S.N o.	प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	*****	*****Mumbai	60	120

क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें/Buyer Added Bid Specific Terms and Conditions

1. Generic

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 50 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity up to 50% of the contracted quantity during the currency of the contract at the contracted rates. The delivery period of quantity shall commence from the last date of original delivery order and in cases where option clause is exercised during the extended delivery period the additional time shall commence from the last date of extended delivery period. The additional delivery time shall be $(\text{Increased quantity} \div \text{Original quantity}) \times \text{Original delivery period (in days)}$, subject to minimum of 30 days. If the original delivery period is less than 30 days, the additional time equals the original delivery period. The Purchaser may extend this calculated delivery duration up to the original delivery period while exercising the option clause. Bidders must comply with these terms.

2. Buyer Added Bid Specific ATC

Buyer uploaded ATC document [Click here to view the file.](#)

अस्वीकरण/Disclaimer

The Additional Terms and Conditions (ATC) have been incorporated by the Buyer after approval of their Competent Authority. The Buyer, is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any restriction arising in the bidding process due to these ATCs and including the modification of technical specifications and / or terms and conditions governing the bid. All representations / grievances pertaining to the ATC clauses shall be raised with the buyer organization directly and not with GeM. If any of the clause(s) is/are incorporated by the Buyer regarding the following, the bid & resultant contract shall be treated as null & void. Further, GeM reserves the right, at its sole discretion, to cancel the bid forthwith, without issuance of any prior notice or intimation :-

- Publishing Custom / BOQ bids for items for which regular GeM categories are available (unless such Custom / BOQ item is bunched with the major regular product Category Item).

2. Mandating procurement of / from specific Brand / Make / Model / Manufacturer / Dealer except in case of Single Bid / Proprietary Article Certificate (PAC) Buying.
3. Inclusion of disqualification criteria related to suspension of seller / service provider, where such suspension period has already expired.
4. Mandating submission of documents (other than EMD and signed Integrity Pact - which can be submitted within 5 days of bid opening) in physical form as a pre-requisite to qualify bidders.
5. Publishing bids on GeM for procurement of works.
6. Procurement of Goods by creating a Service bid on GeM & vice-versa.
7. Seeking sample with bid or approval of samples during bid evaluation process. However, trial / sample, as the case may be, shall be permitted in cases where trial / sample are allowed as per approved and published procurement policy of the Buyers' controlling Ministry / Department / State / Public Sector Enterprises Headquarters. If there is any violation of trial / sample clause with regard to approved policy of the Buyers' Ministry / Department / State / Public Sector Enterprises Headquarters, then this is to be determined and redressed by the concerned Buyer Organisation only.
8. Seeking experience from specific organization / department / institute only or from foreign / export experience.
9. Creating bid for items from incorrect categories.
10. Reference of conditions published on any external site or reference to external documents/clauses.
11. Asking for any Tender fee / Bid Participation fee, as the case may be.
12. Buyer added ATC Clauses which are in contravention of clauses defined in bid detail section, including specifications, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by the applicable GeM GTC.
13. Any ATC clause in contravention with GeM GTC Clause 4 (xiii) (h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
14. In a category based bid, adding additional items, through buyer added, additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogues or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

All GeM Sellers/Service Providers shall ensure full compliance with all applicable labour laws, including the provisions, rules, schemes and guidelines under the four Labour Codes i.e. the Code on Wages, 2019; the Industrial Relations Code, 2020; the Occupational Safety, Health and Working Conditions Code, 2020; and the Code on Social Security, 2020 as and when notified and brought into force by the Government of India.

For all provisions of the Labour Codes that are pending operationalisation through rules, schemes or notifications, the corresponding provisions of the pre-existing labour enactments (such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972, etc. and relevant State Rules) shall continue to remain applicable.

The Seller/ Service Providers shall, therefore, be responsible for ensuring compliance under:

- **All notified and enforceable provisions of the new Labour Codes as mentioned hereinabove; and**
- **All operative provisions of the erstwhile Labour Laws until their complete substitution.**

All obligations relating to wages, social security, safety, working conditions, industrial relations etc. and any other statutory requirements shall be strictly met by the Seller/ Service Provider. Any non-compliance shall constitute a breach of the contract and shall entitle the Buyer to take appropriate action in accordance with the contract and applicable law.

This Bid is governed by the General Terms and Conditions, conditions stipulated in Bid and Service Level Agreement specific to the Service, as the case may be, as provided in the Marketplace.

However, in case of Service, if any condition specified in General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement specific to said Service, then it will over-ride the conditions in the General Terms and Conditions.

[यह बिड सामान्य शर्तों के अंतर्गत भी शासित है /This Bid is also governed by the General Terms and Conditions](#)

जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।/In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---धन्यवाद/Thank You---

GEM BID NO: GEM/2026/B/8160073

Mazagon Dock Shipbuilders Limited

BUYER SPECIFIC ADDITIONAL TERMS & CONDITIONS WITH DETAILED SCOPE OF SUPPLY/WORK

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

MAZAGON DOCK SHIPBUILDERS LTD (Purchaser / Buyer) INVITES COMPETITIVE BID through GeM Portal for the following services from **Indian Firms**.

This is an OPEN Tender enquiry/GeM Bid for Indian Bidders through GeM Portal.

BIDDER TO READ BID REJECTION CRITERIA CAREFULLY BEFORE SUBMITTING BID

SUBJECT: - Procurement of Chemco RF900, Colour Dark Brown for Boat-6 of Project P75

A)	TENDER ENQUIRY FORM CLAUSES
1.	Description: Procurement of Chemco RF900, Colour Dark Brown for Boat-6 of Project
2.	Submission of offer: - Offer must be forwarded through GeM Portal and scanned copies of the below mentioned documents to be attached: i) Bidder's Statement on their Company Letterhead indicating GeM Bid No, GeM Bid Date, confirming compliance and acceptance on the Terms and Conditions as included in this GeM Bid enquiry, duly signed, stamped and dated by bidder's authorized person(s). TEF (Enclosure-4), DEVIATION SHEET (Enclosure-5) duly filled as ACC or DEV to be submitted. ii) Bidder to submit Declaration of Local content as per Enclosure-1 & 1A . iii) Bidder to submit signed scanned copy of this complete document as acceptance. iv) Blank rate sheet clearly indicating applicable GST against each line item. v) Authorization certificate from M/s Chemco International (OEM) Note: - Any Techno-commercial query related to subject GeM bid shall be forwarded to following emails: mwankhede@mazdock.com , akdubey@mazdock.com
3.	Electronic Reverse Auction: This GEM bid will be taken to reverse auction post technical evaluation on H1 elimination basis as per GEM terms & conditions.
4.	Earnest Money Deposit (EMD): (a) Bidder shall submit/upload the supporting documentary evidence along with Part I bid for claiming EMD exemption. EMD is exempted for following cases: (i) State & Central Government of India Departments & Public Sector Undertakings. (ii) Firms registered with MDL. To qualify for EMD exemption, firms should necessarily submit valid copy of the Registration Certificate issued by MDL, for the items / services for which the offer is being submitted. Firms in the process of obtaining MDL registration will not be considered for EMD exemption. (iii) Micro and Small Enterprises (MSEs) who are holding valid Udyam Registration and are manufacturer of the offered Product or Service (Primary Product / Service - in case of bunch bid with total value wise evaluation) and give specific confirmation to this effect at the time of bid submission and claim EMD exemption and whose credentials are validated online through Udyam Registration website of Ministry of

	<p>MSME. In case of clarification is required on the submitted / uploaded Udyam Registration Certificate, the same will be sought from bidder(s).</p> <p>(iv) Firms registered with NSIC under its "Single Point Registration Scheme". (Exemption will apply only to items/services for which they are registered. To qualify for EMD exemption, firms should necessarily submit valid copy of the Registration Certificate along with the list of items / services for which they are registered, as issued by NSIC, in Part-I offer / bid. Firms in the process of obtaining NSIC registration will not be considered for EMD exemption.</p> <p>(v) Start-ups as recognized by Department of Industrial Policy and Promotion (DIPP).</p> <p>(vi) The recognized institutes such as VJTI/IIT.</p> <p>(vii) Common/Deemed DPSU registered vendors qualify for EMD exemption. Such firms shall submit valid copy of the registration certificate issued by DPSUs (other than MDL) for the items / services for which the offer is being submitted in Part-I offer/bid. Firms in process of obtaining registration in other DPSUs will not be considered for EMD exemption.</p> <p>(viii) Green Channel Status vendors qualify for EMD exemption. Such firms shall submit valid copy of the Green channel certificate issued by MoD for the items for which the offer is being submitted in Part-I offer/bid. Firms in process of obtaining this certificate will not be considered for EMD exemption.</p> <p>(b) Rate of Earnest Money Deposit: The applicable EMD for present requirement is Rs. 35,000/-</p> <p>(c) Mode and form of EMD and action on receipt : In case of Indigenous bidders, EMD shall be obtained by way 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. Crossed DD / Pay Order issued by Co-operative banks however may be considered to be accepted and the bid would be considered accordingly. In case of Foreign bidders, authorized Indian agent of the overseas bidders can submit EMD in the form of bank draft in Indian Rupees. Similarly authorized Indian Agent can submit BG from bank as per list of banks approved by SBI / Canara Bank as bank of international repute published on MDL website on behalf of foreign bank. Bidders should be encouraged to advice their banker to send EMD directly to commercial department or through SWIFT to dispense with additional step of verification of authenticity of signatories. In case of EMD transmitted through SWIFT, it shall be the responsibility of the bidder that he directs the receiving banker to forward the message duly authenticated to the concerned commercial executive mentioned in the tender. In case of foreign bidders, EMD shall be obtained by way of SWIFT / Bank Guarantee from bank of international repute or other banks. The Bank Guarantee shall be kept valid till validity period of the offer. The original of the scanned copy of EMD (BG) should reach HOD (C)/ Dealing Executive within seven days of the tender closing date. Note : Format for Bank Guarantee for submission of EMD is placed at Enclosure-7.</p>
5.	<p>Bid Rejection Criteria : Following criteria for rejection of the bids: (A) Categorical Rejection: The following conditions / deviations are non-negotiable and therefore any bid falling under these conditions / deviations shall be summarily rejected. Bidders to note that they shall not be provided any opportunity to rectify these conditions / deviations post bid opening: (i) Bids received after tender closing date and time. (ii) Bids received other than GeM Portal (iii) Bidders who are debarred under PPP MII order 2017, GeM, CPPP including Tender holiday issued by MDL. (iv) Bids received without EMD (other than those who are exempted from payment of EMD). (B) Liable for Rejection Criteria (i) Non-compliance/non-acceptance to any of the terms and conditions of the tender, shall render the bid liable for rejection. Equal time and opportunity for submission of deficient techno commercial</p>

	<p>documents and clarification shall be given to the bidders. Bidders are required to submit such documents / clarifications within the duration / date stipulated by MDL failing which their bids will be rejected.</p> <p>(ii) Deviation sought to any tender terms & conditions such as Delivery period, Guarantee / Warrantee period, Payment terms, etc. which has direct or indirect financial implication is not acceptable as there is no loading criteria applicable for present tender and such offers are liable for rejection.</p>
6.	<p>Delivery/completion Period / Contract Period /Completion Schedule:</p> <p>a) Delivery period for Procurement of Chemco RF900 is 4 months after release of Purchase Order.</p> <p>Delivery of items to be carried out to following location: MAZAGON DOCK SHIPBUILDERS LIMITED, Dock Yard Road, Mumbai –India 400 010. Phone: 022-23763651/52 Officer IN Charge – East Yard Stores</p> <p>Bidder to submit original delivery challan with gate entry stamp and acceptance of MDL officer (PS-P75 or SM) within 5 days of delivery.</p> <p>b) Bidder is requested to quote acceptance of the delivery period in the offer. Delayed deliveries beyond stipulated delivery period shall attract LD as per tender terms.</p> <p>Note: Delivery/completion date to be considered for the purpose of Liquidated Damages (if any) will be the date of delivery.</p>
7.	<p>Pricing:</p> <p>a) The quoted prices shall remain firm and fixed during the currency of the order / contract unless agreed otherwise by MDL. Bidder shall quote the prices in GeM Bid.</p> <p>b) Bidder shall quote the prices for services indicated / listed in the GeM Bid enquiry for execution of the services complying with the terms and conditions indicated at (Enclosure 4).</p> <p>c) Bidders to note that GeM Prices must be inclusive of all Taxes and duties. Sellers are advised to quote prices inclusive of all taxes & duties.</p> <p>d) Bidder shall submit blank rate sheet (Enclosure-2) clearly indicating GST % along with techno-commercial offer.</p>
8.	<p>Terms of Payment:</p> <p>Advance payments are not allowed.</p> <p>Amount due for payment after deductions towards LD if any will be released by bank transfer within 20 days from the date of delivery and on submission of following documents.</p> <ol style="list-style-type: none"> One original and two copies of signed Invoice Goods Receipt Note (GRN) copy (applicable for materials) One copy of Certificate of Conformity (COC) for the item One copy of shelf-life certificate <p>Note:</p> <ol style="list-style-type: none"> No advance payment is allowed. Signed GRN/WCC copy is MDL internal document. Vendor has to submit all other documents to Purchase Officer (PO issuing authority). Trade Receivable Discounting System (TReDS) For MSEs: TReDS is a digital platform to help MSMEs to address their financial needs for facilitating the financing of trade receivables from buyers, through multiple financiers. TReDS is governed by the Reserve Bank of India under the Payment and Settlement Systems Act, 2017 and the Factoring Regulations Act, 2011. Under the TReDS initiative, at present, RBI has given licenses to three participants (RXIL, Invoice Mart, M1Xchange). MDL is registered for TReDS online platform with A. TREDs Ltd, & M1Xchange to facilitate payments to MSMEs through TReDS. At TReDS, auctioning of invoices at competitive & transparent environment is done by financiers based on Buyer's credit profile. <p>MSE bidders desirous to receive payments through TReDS platform may avail the facility if they are already registered on TReDS platform or by registering on any one of the service provider. Contact</p>

	<p>Details of TReDS platform service providers are to be indicated. MSE bidders upon successful delivery shall submit their invoices along with the mandated enclosures at MDL, Central Receipt Section. MSE vendors, desirous to receive payments through a particular TReDS platform must submit their TReDS details along with the invoice at MDL, Central Receipt Section. Upon receipt and acceptance of the supplied material and receipt of invoices with the mandated enclosures, MDL shall process the invoice for payment on that particular TReDS platform. Any unfinanced invoices / invoices of MSE bidders seeking payment from MDL directly shall be processed as per the Standard payment terms agreed in PO / contract."</p>
9.	<p>Inspection/acceptance criteria: Inspection to be carried out by MDL-QA (EY) & SOT(Mbi).</p>
10.	<p>Taxes & Duties: Bidder to indicate the applicable GST Rate in the Rate sheet as per Enclosure-2.</p>
11.	<p>Performance Security (Performance Bank Guarantee cum Security Deposit): Performance Security (Performance Bank Guarantee cum Security Deposit):</p> <p>i) The bidder shall submit Performance Security {Performance Bank Guarantee (PBG) cum Security Deposit (SD)} for an amount of 5 % of the value of the contract (excluding taxes & duties) as per Enclosure-3 for a period of delivery period+2 months claim period or agree for retention of equivalent amount by MDL up to the period till completion of contractual & Guarantee/ Warranty obligations.</p> <p>ii) 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.</p> <p>iii) In cases if the supplier / contractor has not submitted the Performance security and already commenced supply / services, Performance security will be withheld from his bills, if any. In such case, interest will be recovered for the period starting from 26th day of transmission / notification of order/contract by any mode and amount involved at the relevant rate of interest. For foreign supplier, it will be EUROBOR/LIBOR plus 2%. For Indian suppliers, it will be SBI BPLR plus 2%.</p> <p>iv) 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.</p> <p>v) In case of failure to submit performance security by the supplier within 25 days of transmission / notification of order by any mode, EMD (if available) will be forfeited and MDL reserves the right to cancel the order and invoke the risk purchase clause.</p> <p>vi) 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 duly performing and completing the contract in all respects.</p> <p>vii) No exemption will be granted to any unit including MSME, SSI units and MDL Registered suppliers.</p> <p>viii) In the event of defects due to poor workmanship leading to non-performance of the Equipment/Item and bidder failure to attend the Guarantee/Warranty defects within 45 days from date of intimation or as agreed during TNC the performance security shall be forfeited.</p> <p>ix) If it is established that the contractor has failed to comply with the Guarantee/warranty obligations, the PSBG will be encashed by MDL. MDL's decision in this regard shall be final and binding on the supplier / contractor.</p>

- x) In case the Bidder intends to submit Bank Guarantee towards Performance Security/EMD/Advance Payment/Free Issue Material etc., the Bank Guarantee should be e-Bank Guarantee or Structural Financial Messaging System Bank Guarantee (SFMS BG).
- xi) Mandatory Requirement: - Wherever a bidder submits SFMS BG, the bidder will mandatorily be required to submit letter from issuing bank that it is unable to issue NeSL (National e-Governance Service Ltd.) based e-BG as on date. Such letter should accompany the SFMS BG.
- xii) IFSC Code: While submitting the Structural Financial Messaging System Bank Guarantee (SFMS BG). IFSC: ICIC0000393 shall be used.
- xiii) Authenticity of SFMS BG: Bidder shall get SFMS BG issued from SFMS enabled Bank as allowed by MDL in tender conditions. Bank shall issue the Bank Guarantee through SFMS system and send SFMS message to MDL's Bank confirming the authenticity of Bank Guarantee. Bidder will be required to submit SFMS BG along with SFMS delivery report/message copy which has been transmitted to MDL's Bank by BG issuing bank through SFMS system.
- xiv) Stamp Paper/Frinking Receipt: - The SFMS BG will have to be given on non-judicial stamp paper/with franking receipt e-stamping as per stamp duty applicable at the place from where the bid has emanated. The non-judicial stamp paper /franking receipt e-stamping should be either in the name of issuing bank or the bidder.
- xv) Receipt of SFMS BG: - The Original SFMS BG in physical form, (along with SFMS delivery Report /Message copy which has been transferred by issuing Bank through SFMS system to beneficiary's i.e., MDL Bank) should reach to MDL designated office on or before due date.
- xvi) Mandatory Requisite Information: SFMS BG will not be acceptable unless details of the same is transmitted to the MDL's Bank through SFMS platform. Its bidder's responsibility to ensure that BG issuing bank send the BG advise correctly in the form of message format 760 COV vis SFMS (Structural Financial Messaging System) as provided by RBI while capturing all requisite fields including Beneficiary Account Name, Bank Name, Bank Account Number, IFSC Code etc.
- xvii) Non- Acceptance of BG: - In case of any error by the Bidder/contractor or BG issuing Bank while capturing the requisite field details /format or non-receipt of confirmation of BG through SFMS 760COV message format, the bidder/contractor shall be responsible for non-acceptance of the SFMS Bank Guarantee.
- xviii) Amendment in BG: For any amendment of SFMS BG, message 760COV through SFMS should be used.
Contractor / Supplier / Vendor will be required to submit Performance Security (Performance Bank Guarantee cum Security Deposit), through either of following means at the time of delivery:
- a) By remitting equivalent amount in MDL's Bank Account and submit the proof of payment
or
b) By submission of Bank Guarantee from list of bank of international reputé approved by SBI / Canara Bank published on MDL website in the MDL prescribed format as per the Enclosure-5.
- MDL bank details are as follows:
For inward remittance of any inland deposit or any amount for BG in INR etc, the following bank A/c is to be used.
State Bank of India
Mazagaon Dock Branch, Mumbai-400010
A/c no.: 10005255246
IFSC: SBIN0009054

	<p>Non-submission or late submission of Performance Security (Performance Bank Guarantee cum Security Deposit):</p> <p>(i) MDL may at their discretion cancel the order and invoke risk purchase clause.</p> <p>(ii) If MDL does not cancel the order, then interest will be recovered on the Security deposit amount for the late submission of Security deposit at the rate of interest i.e. SBI BPLR plus 2% in case of Indigenous bidders & EUROBOR/LIBOR plus 2% in case of foreign bidders declared by Indian Nationalized Bank State Bank of India for that quarter</p>
12.	<p>Breach of Obligation clause with respect to Bid submitted:</p> <p>In case of breach of any obligation mentioned under, the bidder shall be disqualified / debarred from the bidding process for a period of one year from the date of notification,</p> <p>a) Bidder has withdrawn / modified / amended / impaired / derogated from the tender during the period of bid validity.</p> <p>b) Bidder fails or refuses to execute the contract upon notification of acceptance of bid by the purchaser during the period of bid validity.</p>
13.	<p>Liquidated Damages:</p> <p>Time is an essence of the contract. Therefore, the job, as ordered, should be completed on the dates mutually agreed upon in accordance with the delivery/completion schedule mentioned in PO. In cases of delay not attributable to Purchaser, beyond the agreed schedule, the Supplier / Contractor shall pay liquidated damages, a sum representing 0.5 % (Half percent) per week or part thereof, subject to maximum of 10% of the undelivered /unfinished portion of the order/ contract.</p> <p>NOTE: Design-Outfit will submit delay analysis report for calculation of liquidated damage along with Work Completion Certificate/Acceptance Report.</p>
14.	<p>Land Border Clause:</p> <p>Gol vide Order (Public Procurement No.4) dtd 23 Feb 2023 has imposed Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017 on bidders from a country which shares a land border with India. The Bidder shall submit declaration / certificate as per Enclosure-8.</p>
15.	MDL reserves the right to consider placement of Order / Contract in part or in full against the tendered quantity.
16.	<p>Public Grievance Cell:</p> <p>A Public Grievance Cell headed by ED(Tech), Mr R.R.Kumar 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 3rd floor, Mazdock House or send their complaints / grievances to him in writing for redressal. His Telephone No. is 022 23723426 Extn. 3512</p>
17.	<p>In case of any technical clarifications, bidder is requested to contact Mr. Mangesh Wankhede, Email Id: mwankhede@mazdock.com, Ph No- 02223763032 before the closing date of the tender.</p> <p>We look forward to receive your most competitive and reasonable offer against this tender.</p>
	<p style="text-align: right;">Yours faithfully, For MAZAGON DOCK SHIPBUILDERS LIMITED Akshay Dubey, Deputy Manager (Project-Commercial) (Purchase Executive)</p>

Enclosures

- Enclosure-1 : Declaration of Local content
- Enclosure-1a : Actual Local content
- Enclosure-2 : Rate Sheet format
- Enclosure-3 : Format of Performance Bank Guarantee cum security
- Enclosure-4 : TEF Acceptance format
- Enclosure-5 : Deviation format
- Enclosure-6 : List of approved banks.
- Enclosure-7 : Format for Bank Guarantee for submission of EMD
- Enclosure-8 : Format for Land Border Clause

DECLARATION CERTIFICATION FOR LOCAL CONTENT

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

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

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

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

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

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

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

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

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

1) PPP MSE Order
2012

☐

(applicable for MSE
manufacturers)

2) PPP MII 2017

☐

(applicable for Class I suppliers
as well as MSE manufacturers)

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

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

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

Attach separate sheet duly signed if space is not sufficient.

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

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

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

SIGNATURE:

DATE:

.....

Seal / Stamp of Bidder

ACTUAL LOCAL CONTENT CERTIFICATE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SIGNATURE: _____

DATE: _____

Stamp / Seal of the company

Enclosure-2

Sub: GEM/2026/B/8160073- Procurement of Chemco RF900, Colour Dark Brown for Boat-6 of Project P75

Sr. No	Description of Supply/Jobs	QTY (In No)	UOM	Unit rate excluding GST (in Rs.)	Total Value excluding GST (in Rs.)	Unit rate including GST (in Rs.)	Total Value including GST (in Rs.)
10	Chemco RF900, Colour Dark Brown, Pack size is 1KG Material code: 3500000000000037332	60	KG				
	Total in INR (Figures)						
	Total in INR (Words)						

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

PROFORMA BANK GUARANTEE FOR PERFORMANCE SECURITY

(ILLUSTRATIVE FORMAT)

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

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

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

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

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

the effect of relieving us.

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

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

7. Notwithstanding anything contained herein above:

i) Our liability under this guarantee shall not exceed Rs.....

ii) This Bank Guarantee shall be valid upto and including; and

iii) We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before

..... (validity + 4 weeks from the date of expiry of this guarantee).

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

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

For Bank
(by its constituted attorney)

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

NOTE:

1. Indigenous supplier or Foreign Supplier through Indian Bank to submit BG.
2. If foreign supplier submits BG through Foreign Bank the same should be

submitted

by SWIFT.MDL Bank SWIFT A/c.No.is SBININBB101.

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

To
 MAZAGON DOCK SHIPBUILDERS LIMITED
 PROJECT COMMERCIAL DEPARTMENT

GEM BID No: GEM/2026/B/8160073

TEF CLAUSE No.	BIDDER'S REMARK ACC/DEV	TEF CLAUSE No.	BIDDER'S REMARK ACC/DEV	TEF CLAUSE No.	BIDDER'S REMARK ACC/DEV
1.		2.		3.	
4.		5.		6.	
7.		8.		9.	
10.		11.		12.	
13.		14.		15.	
16.		17.			

COMPANY'S NAME & ADDRESS :

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

NOTES:

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

GEM BID No: GEM/2026/B/8160073**DEVIATION FORMAT**

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

To,
MAZAGON DOCK SHIPBUILDERS LIMITED
PROJECT COMMERCIAL DEPARTMENT

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

COMPANY'S NAME & ADDRESS__:

SIGNATURE :

DATE :

NAME :

DESIGNATION :

BIDDER'S COMPANY SEAL:

LIST IF 1ST CLASS BANKS FROM SBI revised.

Nationalized Banks/Public Sector Bank

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

List of Private Banks

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

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

IN CONSIDERATION OF MAZAGON DOCK SHIPBUILDERS LIMITED, a company incorporated under the Companies Act 1956 and having its registered office at Dockyard Road, Mumbai 400010 (hereinafter referred to as the "the Company" which expression shall, unless it be repugnant or contrary to the subject or context thereof, be deemed to mean and include its successors and assigns) having agreed to accept the Earnest Money Deposit (EMD) of Rs----- (Rupees-----only) in the form of Bank Guarantee from Messers a partnership firm/sole proprietor business/a company registered under the Companies Act, 1956 having its office at (hereinafter called " the tenderer" which expression shall, unless it be repugnant or contrary to the subject or context thereof, be deemed to mean and include its successors and assigns) for participating in the Tender no.....dated..... (hereinafter called "the tender" which expression shall include any amendments/alterations to "the tender" issued by "the Company") for the supply, delivery at site, installation and commissioning of certain equipment, item/services/civil works etc., We, Bank having office at (hereinafter referred to as "the Bank" which expression shall include its successors and assigns) hereby agree to pay to the Company without any demur on first demand an amount not exceeding Rs..... (Rupees.....only) against any loss or damage, costs, charges and expenses caused to or suffered by the Company by reason of non performance and non-fulfilment or for any breach on the part of the tenderer of any of the terms and conditions of the said tender.

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

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

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

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

6. We, Bank also agree that the Bank's liability under this guarantee shall not be affected by any change in the constitution of the tenderer or dissolution or winding up of the business of the tenderer.

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

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

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

For Bank

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

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

Annexure "C"

(Compliance Certificate w.r.t Land Border Clause)

Declaration of Compliance of Order (Public Procurement No.4) dtd 23 Feb 2023 on Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017

(Before completing this declaration, bidders must study the General Conditions, Definitions, Govt Directives applicable in respect of Public Procurement No.4) dtd 23 Feb 2023 on Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017).

DECLARATION BY AUTHORISED SIGNATORY OF THE FIRM

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

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

2) I have read the Order (Public Procurement No. 4) dtd 23 Feb 2023 on the subject of Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017 regarding restrictions on procurement from a bidder of a country which shares a land border with India.

3) I certify that M/s
.....(name
of bidder entity) **is not from such a country or, is from such a country** (strike out
whichever is not applicable), has been registered with the Competent Authority. I
hereby certify that this SUPPLIER fulfills all requirements in this regard and is eligible to
be considered. [Where applicable, evidence of valid registration by the Competent
Authority is attached]

4) I understand that the submission of incorrect data and / or if certificate / declaration
given by M/s
.....(name
of bidder entity) is found to be false, this would be a ground for immediate termination
and further legal action in accordance with law as per Clause 12 of the Public Order on
Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017

AUTHORISED SIGNATURE: _____**DATE:****Seal / Stamp of Bidder**

