



Mazagon Dock Shipbuilders Limited, Mumbai
Standard Bidding Document (SBD)

GEM TENDER GEM/2026/B/7443579

Item: Procurement of spares for CPP Shafting of ICGS Saksham from M/s. Wartsila India Pvt Ltd.

Type of tender: Single Nomination

ADDITIONAL SERVICE LEVEL AGREEMENT (ASLA)

(This SLA document is in addition to the GEM SLA terms & condition)

1. **Subject:** - Single nomination tender for spares of CPP Shafting of ICGS Saksham.
2. **Description & Scope of supply:** as under

Sl. No	Description of Work / Item(s)	QTY	Unit	Delivery Schedule
1	Shaft Seal Assembly Screw Part No. H79596-01-3-14	2	NOS	Within 5 week from order placement date.
2	Shaft Seal Assembly, Supporting Finger Part No. H79596-01-3-13	2	NOS	Within 5 week from order placement date.
3	CPP, Shafting, O Ring Part No. P101015	6	NOS	Within 5 week from order placement date.
4	CPP System Jumo Pressure Transmitter P.No-401012	2	NOS	Within 5 week from order placement date.

3. **Validity Period of Offer:**
 - (a) Bid / Offer shall have the validity period of **60 days** from the tender closing date.
 - (b) 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 up to the next working day.
4. **Delivery Period:** Within **5 weeks** from placement of order.
5. **Submission of Offer in Single Bid System:** The bidder shall ensure following are essentially submitted in the Part-I bid as applicable,
 - (i) Taxes and duties certificate for which they are registered.
 - (ii) Acceptance of Tender terms (TEF)& General Condition of Contract (GCC).
 - (iii) Compliance Certificate w.r.t. Land Border Clause
 - (iv) GST certificate
 - (v) Techno-Commercial Offer and Price Bid.
 - (vi) Unique GeM Seller ID
 - (vii) Additional documents as applicable to this tender
 - (viii) Price Bid (BoQ)
 - (ix) Declaration for local content
6. **Bid Rejection Criteria:** Non-compliance/non-acceptance to any of the terms and conditions of the tender shall render the bid liable for rejection;
7. **Warranty/Guarantee:** The equipment / item along with associated auxiliaries/components supplied shall be warranted / guaranteed for satisfactory Performance for the period of **12 months** from date of receipt in MDL.
The Supplier cannot absolve their responsibility for warranty of material even though it is inspected by & approved by the inspection authorities.



Mazagon Dock Shipbuilders Limited, Mumbai
Standard Bidding Document (SBD)

GEM TENDER GEM/2026/B/7443579

Item: Procurement of spares for CPP Shafting of ICGS Saksham from M/s. Wartsila India Pvt Ltd.

Type of tender: Single Nomination

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.

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.

8. Performance Security (PS):

- (a) Separate Performance Security for an amount equal to 5% of each order/contract value (excluding taxes, duties) payable in Indian Rupees 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 favor 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 advice 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 **four weeks** 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, 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.
 - (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.



Mazagon Dock Shipbuilders Limited, Mumbai
Standard Bidding Document (SBD)

GEM TENDER GEM/2026/B/7443579

Item: Procurement of spares for CPP Shafting of ICGS Saksham from M/s. Wartsila India Pvt Ltd.

Type of tender: Single Nomination

9. **LIQUIDATED DAMAGES:** Time is the essence of Contract/Order. In cases of delay(s) not attributable to MDL beyond the agreed schedule, the supplier shall pay liquidated damages, a sum of 0.5% (half per cent) per week or part thereof, of the delayed work subject to maximum of 10% of value of delayed supply.
10. **Pricing:** The prices quoted shall remain firm and fixed during the currency of the order / contract unless agreed otherwise by MDL.
11. **Taxes & Duties:** The rates quoted in the Price Bid Rate Sheet should exclude GST. Bidder should indicate GST, along with HSN/SAC code, as applicable separately in the same Price Bid sheet, which will be paid extra based on tax invoice to the extent applicable. Bidder should submit their copy of GST No along with bid.
12. **Payment Terms:**
- Advance payment is not applicable for this tender.
 - Payment of 100% of the value of the supplies against delivery and acceptance as may be payable and as reduced by any deductibles and / or the amount leviable towards liquidated damages, if any plus 100% taxes, duties etc. as applicable on production receipt and acceptance at MDL within 15 days through RTGS/NEFT on submission of Set of one original + two photo copies of signed Tax Invoice along with Delivery Challan, Guarantee / Warrantee certificate to be submitted to Receipts Sections adjacent to ARS punching station of South Yard.
 - Against Part Supply Part Payment is applicable.
 - All the payments to indigenous bidders due shall be made through Real Time Gross Settlement (RTGS) / National Electronic Fund Transfer (NEFT) by MDL.
- e) Alternate MSME vendor payment through TReDS:**
- In order to address the financial needs of MSME firms, GoI has introduced a platform for facilitating the financing of trade receivables of MSMEs from buyers, through multiple financiers which is termed as Trade Receivables Discounting System (TReDS). At TReDS, auctioning of invoices at competitive & transparent environment is done by financiers based on Buyer's credit profile.
 - MDL is registered on the "Invoicemart" TReDS platform and M1xchange of M/s Mynd Solutions Pvt. Ltd.
 - MSME bidders desirous to receive payments through TReDS platform may avail the facility if they are already registered on
 - "Invoicemart" TReDS platform or by registering on it.
Contact details at "Invoicemart" TReDS platform are as below:
022 6235 7373 and a new mail id service@invoicemart.com.
 - "M1xchange" TReDS platform or by registering on it.
Contact details at "M1xchange" TReDS platform are as below:
+91 9920455374 Ms Ashwathi Jayandran email id:
ashwathi.jayandran@m1xchange.com
+91 8839915724 Ms Priyanka Shah email id prinyaka.shah@m1xchange.com
- f) **E Invoice:** Wherever GST is applicable, payment will be released against e-Invoice, or Invoice accompanied with Vendor's Self Declaration that " We do not fall under the category of registered persons notified under Rule 48(4) of the Central GST Rules, 2017 and we are not required to comply with e-Invoicing provisions under GST Act, as our aggregate turnover in any preceding financial year from 2017-18 onwards has not exceeded Rs. 5 Crores as per GST act.
13. **Inspection:**
- Receipt Inspection:** MDL with CG Ship Staff shall carry out necessary inspection of the items on receipt in the MDL on the basis of appropriate MDL Inspection system requirements & the Inspection



Mazagon Dock Shipbuilders Limited, Mumbai
Standard Bidding Document (SBD)

GEM TENDER GEM/2026/B/7443579

Item: Procurement of spares for CPP Shafting of ICGS Saksham from M/s. Wartsila India Pvt Ltd.

Type of tender: Single Nomination

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.

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 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.

14. **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 23762106(MDL).

15. **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.

16. **Land Border:**

a) 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

b) 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.

c) 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.

17. **Public Procurement Policy (Preference to Make In India) Order 2017:** The Government of India has issued revised Public Procurement (Preference to Make in India) order 2017 on 16th Sep' 2020 as part of its policy to encourage "Make in India" and promote manufacturing and production of goods and services in India with a view to enhancing income and employment. Subject to the provisions of this order and to any specific instructions issued by Nodal Ministry or in pursuance of this order, Purchase Preference shall be given to local suppliers in all the procurements undertaken by MDL in the manner specified below:

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



Mazagon Dock Shipbuilders Limited, Mumbai
Standard Bidding Document (SBD)

GEM TENDER GEM/2026/B/7443579

Item: Procurement of spares for CPP Shafting of ICGS Saksham from M/s. Wartsila India Pvt Ltd.

Type of tender: Single Nomination

- (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 local Supplier are eligible to bid for this tender (Class II & Non-Local Supplier shall be categorically rejected)

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):**

- i. Purchase preference shall be given to only "Class-I Local Supplier" (Class II Local Supplier are not eligible for purchase preference) in procurements undertaken in the manner specified in the succeeding sub-paras:
- ii. The Class-I local suppliers, under PPP-MII Order, participating in any government tender, may or may not be MSEs, as defined under the MSME Act. Similarly, MSEs participating in any government tender, may or may not be Class-I local suppliers. Suppliers may be categorized in following four broad categories for consideration or applicability of purchase preference:

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



Mazagon Dock Shipbuilders Limited, Mumbai
Standard Bidding Document (SBD)

GEM TENDER GEM/2026/B/7443579

Item: Procurement of spares for CPP Shafting of ICGS Saksham from M/s. Wartsila India Pvt Ltd.

Type of tender: Single Nomination

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"

- iii. In the procurement of 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 21(c)(iii)(b) shall be followed.
 - iii) If conditions mentioned in sub paras 21(c)(iii)(a) and 21(c)(iii)(b) 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) **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



Mazagon Dock Shipbuilders Limited, Mumbai
Standard Bidding Document (SBD)

GEM TENDER GEM/2026/B/7443579

Item: Procurement of spares for CPP Shafting of ICGS Saksham from M/s. Wartsila India Pvt Ltd.

Type of tender: Single Nomination

necessary 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



Mazagon Dock Shipbuilders Limited, Mumbai
Standard Bidding Document (SBD)

GEM TENDER GEM/2026/B/7443579

Item: Procurement of spares for CPP Shafting of ICGS Saksham from M/s. Wartsila India Pvt Ltd.

Type of tender: Single Nomination

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

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

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.

18. 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.

19. 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).
- 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



Mazagon Dock Shipbuilders Limited, Mumbai
Standard Bidding Document (SBD)

GEM TENDER GEM/2026/B/7443579

Item: Procurement of spares for CPP Shafting of ICGS Saksham from M/s. Wartsila India Pvt Ltd.

Type of tender: Single Nomination

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, 8826246593, 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.

20. 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.

21. General Conditions of Contract (GCC) Acceptance: Bidders are requested to refer GCC clause uploaded on the MDL website and provide the acceptance for all relevant clauses applicable to supply of goods.

22. Contact Details for Queries: All bidders are requested to get their queries, if any, clarified in advance (i.e. 2 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 J. G. Saharkar DGM(P-Refit)	022 2376 3104	jgsaharkar@mazdock.com
	Mr Mithun C. Waghmare, CM(SB-PLG-CGP)	022 2376 3325	mcaghmare@mazdock.com
Commercial	Mr Anant Garkhedkar, DGM/PE(C-Refit)	022 2376 3086	apgarkhedkar@mazdock.com
	Mr.RajKumar Deori, DGM (C-Refit)	022 2376 3337	rajkumar@mazdock.com

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



Mazagon Dock Shipbuilders Limited, Mumbai
Standard Bidding Document (SBD)

GEM TENDER GEM/2026/B/7443579

Item: Procurement of spares for CPP Shafting of ICGS Saksham from M/s. Wartsila India Pvt Ltd.

Type of tender: Single Nomination

Yours faithfully,

For MAZAGON DOCK SHIPBUILDERS LIMITED

RAJKUMAR DEORI,
DGM (COMMERCIAL-REFIT)



Mazagon Dock Shipbuilders Limited, Mumbai
Standard Bidding Document (SBD)

GEM TENDER GEM/2026/B/7443579

Item: Procurement of spares for CPP Shafting of ICGS Saksham from M/s. Wartsila India Pvt Ltd.

Type of tender: Single Nomination

ANNEXURE-1

Format for Compliance Certificate w.r.t. Land Border Clause

Declaration of Compliance of Order (Public Procurement No.1, 2 & 3) dtd 23 Jul 2020 & 24 Jul 2020 on Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017

This declaration must form part of all tenders & it contains general information and serves as a declaration form for all bidders. (Before completing this declaration, bidders must study the General Conditions, Definitions, Govt Directives applicable in respect of Public Procurement No.1, 2 & 3) dtd 23 Jul 2020 & 24 Jul 2020 and OM No F.7/10/2021/-PPD(1) dated 23.02.2023 on Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017& prescribed tender conditions).

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.1, 2 & 3) dtd 23 Jul 2020 & 24 Jul 2020 and OM No F.7/10/2021/-PPD(1) dated 23.02.2023 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 and comply to all the provisions of the Order

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). 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



Mazagon Dock Shipbuilders Limited, Mumbai
Standard Bidding Document (SBD)

GEM TENDER GEM/2026/B/7443579

Item: Procurement of spares for CPP Shafting of ICGS Saksham from M/s. Wartsila India Pvt Ltd.

Type of tender: Single Nomination

ANNEXURE-2

TEF (TENDER ENQUIRY FORMAT) ACCEPTANCE FORMAT:

To,

Mazagon Dock Shipbuilders Limited

TEF CLAUSE No.	BIDDER'S REMARK	TEF CLAUSE No.	BIDDER'S REMARK
	ACC. / DEV.		ACC. / DEV.
1		2	
3		4	
5		6	
7		8	
9		10	
11		12	
13		14	
15		16	
17		18	
19		20	
21		22	

COMPANY'S NAME & ADDRESS:

SIGNATURE:

DATE:

NAME:

DESIGNATION:

BIDDER'S COMPANY SEAL:

NOTE:

1. Bidders 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 bidder shall upload the scanned copy of the same online.
3. Bidder(s) should indicate "ACC" for Accepted, "DEV" for Deviation Taken for each clause number in the above table.
4. Bidder(s) to attach Separate Sheet indicating all relevant details such as Number & description of the Clause, Reasons for Deviation and Alternative suggested for any deviations taken by them.
5. Clause numbers shown in the above format also includes the sub-clauses under these clauses.



Mazagon Dock Shipbuilders Limited, Mumbai
Standard Bidding Document (SBD)

GEM TENDER GEM/2026/B/7443579

Item: Procurement of spares for CPP Shafting of ICGS Saksham from M/s. Wartsila India Pvt Ltd.

Type of tender: Single Nomination

ANNEXURE-3

ACCEPTANCE OF GENERAL CONDITIONS OF CONTRACT (GCC) FOR SERVICES

To,
Mazagon Dock Shipbuilders Limited

GT & C Clause No.	Description	Acc. / Dev.	Remarks (in case of Deviation)
1.	Tenets of Interpretation		
2.	Language of Contract		
3.	Governing Laws and Jurisdiction		
4.	Confidentiality, Secrecy and IPR Rights		
5.	Permits, Approvals and Licenses		
6.	Transfer of Title of Goods		
7.	Extension of Delivery Period		
8.	Defaults, Breaches & Termination of Contract		
9.	Closure of Contract		
10.	General		
11.	Communication and language for documentation		
12.	Preservation and maintenance		
13.	Freight and insurance		
14.	Demurrage (Applicable for Goods)		
15.	Cancellation of tender		
16.	Purchaser's property		
17.	Risk purchase		
18.	Recovery-adjustment provisions		
19.	Indemnification		
20.	Transfer of suppliers / contractor's rights		
21.	Subcontract and right of purchaser		
22.	Patent rights		
23.	Agents/Agency Commission		
24.	Use of undue influence / corrupt practices		
25.	Immunity of Government of India clause		
26.	Export licence		
27.	Banned or de-listed contractors / suppliers		
28.	Duty of personnel of supplier/contractor		
29.	Dispute resolution mechanism and arbitration		
30.	Jurisdiction of courts		



Mazagon Dock Shipbuilders Limited, Mumbai
Standard Bidding Document (SBD)

GEM TENDER GEM/2026/B/7443579

Item: Procurement of spares for CPP Shafting of ICGS Saksham from M/s. Wartsila India Pvt Ltd.

Type of tender: Single Nomination

31.	Safety		
32.	Force Majeure		

COMPANY'S NAME & ADDRESS:

SIGNATURE:

DATE:

NAME:

DESIGNATION:

BIDDER'S COMPANY SEAL:

NOTE:

1. Bidders should carefully read the GCC prior to filling up this acceptance format (available on MDL Web site).
2. This format should be properly filled, signed and bidder shall upload the scanned copy of the same online
3. Bidder(s) should indicate "ACC" for Accepted, "DEV" for Deviation Taken for each clause number in the above table.
4. Bidder(s) to attach Separate Sheet indicating all relevant details such as Number & description of the Clause, Reasons for Deviation and Alternative suggested for any deviations taken by them.
5. Clause numbers shown in the above format also includes the sub-clauses under these clauses.



Mazagon Dock Shipbuilders Limited, Mumbai
Standard Bidding Document (SBD)

GEM TENDER GEM/2026/B/7443579

Item: Procurement of spares for CPP Shafting of ICGS Saksham from M/s. Wartsila India Pvt Ltd.

Type of tender: Single Nomination

ANNEXURE-4

TERMS RELATED TO TAXES (GST)

1. GST as per GST Laws shall be payable extra as quoted and agreed.
2. In case of purchases of goods/services from unregistered dealers under GST Laws, GST will be paid by MDL under reverse charge mechanism.
3. Benefits from reduction in rate of tax/ITC are required to be passed on to consumer. Where "applicable GST" has been quoted as extra, Goods and service providers (except un-registered dealers under GST Law) have to submit declaration that they have complied with 'Anti-profiteering clause' under GST Law. Such declaration be given in technical bid.
4. If the vendor is registered under GST, vendor shall mention the HSN code for goods &/or services in their tax invoice, etc. These codes must be in accordance with GST Laws and responsibility of specifying correct HSN codes for goods &/or services is that of the vendor. MDL shall not be responsible for any error in HSN code for goods &/or services specified by supplier / contractor. Supplier /Contractor shall pay penalty and/ or interest imposed on MDL or any loss due to delay in availing ITC by MDL or any loss of ITC to MDL due to errors by vendors at any stage. MDL reserves right to recover any such interest, penalty or loss from any amount due to Supplier /Contractor or otherwise.
5. In case, MDL is unable to avail ITC, supplier/contractor at their own cost shall rectify the shortcoming in the returns to be filed immediately thereafter. Further, if the ITC is delayed / denied to MDL / reversed subsequently as per GST Laws due to non / delayed receipt of goods and / or services and / or tax invoice or expiry of timelines prescribed in GST Laws for availing ITC, non-payment of taxes or non-filing of returns or any other reason not attributable to MDL, Supplier /Contractor shall pay any loss of amount along with interest and penalty on MDL under GST Laws for the number of days the ITC was delayed. If the short coming is not rectified by supplier/contractor and MDL ends up in reversal of credits and / or payments, supplier /contractor is fully liable for making good all the loss incurred by MDL. MDL reserves right to recover any interest, penalty or loss from any amount due to Supplier /Contractor or otherwise.
6. If the vendor is registered under GST, the GST registration number (15 digit GSTIN) issued by GOI shall be mandatorily provided by the vendor. Vendor having multiple business verticals within state / at multiple states with separate GST registration numbers shall forward GSTIN of only that vertical which is involved in supply of goods and/or services. MDL GSTIN is 27AAACM8029J1ZA and vendor shall mention the same while invoicing and avoid any data entry error on GST Gem portal.
7. If the vendor is registered under GST, Vendor shall ensure timely submission of invoice as per the provisions / requirement / timeline promulgated by GOI in relation to GST Law with all required supporting documents to enable MDL to avail input tax credit promptly. The vendors invoice inter alia should contain GSTIN of vendor, GSTIN of MDL (i.e. 27AAACM8029J1ZA), GST tax rate separately, HSN code wise goods or services, place of supply, signature of vendor, etc. Original invoice needs to be submitted to Bill Receipt Centre at MDL gate, and a copy of the invoice should be given to the goods receiving section(GRS).
8. If the vendor is registered under GST, vendor shall file all applicable returns under GST Laws in the stipulated time & any losses of tax credit to MDL arising due to delay in filing will be recovered from their invoice wherever MDL is eligible to avail tax credit. Any default towards payment of tax and / or uploading of monthly returns by supplier/contractor, MDL retains right to withhold payments towards tax portion until the same is corrected & complied by the supplier/contractor with the requirement of GST along with satisfactory evidence.



Mazagon Dock Shipbuilders Limited, Mumbai
Standard Bidding Document (SBD)

GEM TENDER GEM/2026/B/7443579

Item: Procurement of spares for CPP Shafting of ICGS Saksham from M/s. Wartsila India Pvt Ltd.

Type of tender: Single Nomination

9. The rate sheet enclosed with the tender will indicate the rates to be entered under each head wherever applicable. Bidders must clearly mention the applicable Taxes & Duties. The item-wise rates (i.e. Basic+P&F+F&I) quoted in the Rate Sheet should exclude Taxes & Duties. Bidder should indicate GST rates as applicable separately under each of the head in the same Rate sheet, which will be paid extra based on tax invoice to the extent applicable. The GST will be applicable on total basic rate of each item (i.e. Basic + P&F + F&I).

COMPANY'S NAME & ADDRESS:

SIGNATURE:

DATE:

NAME:

DESIGNATION:

BIDDER'S COMPANY SEAL:



**Mazagon Dock Shipbuilders Limited, Mumbai
Standard Bidding Document (SBD)**

GEM TENDER GEM/2026/B/7443579

Item: Procurement of spares for CPP Shafting of ICGS Saksham from M/s. Wartsila India Pvt Ltd.

Type of tender: Single Nomination

ANNEXURE-5

DECLARATION CERTIFICATE FOR LOCAL CONTENT

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

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

IN RESPECT OF BID / 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 provided 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 requirements as specified in the tender for 'Class-I Local Supplier' / 'Class-II Local Supplier', and as above.

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

Tender Item Sr No	Local content calculated as above %	Location of local value addition
All line items of tender	100%	Mumbai

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. If data other than as filled in TABLE above then bidder should fill up separately by making changes as the case may be.



Mazagon Dock Shipbuilders Limited, Mumbai
Standard Bidding Document (SBD)

GEM TENDER GEM/2026/B/7443579

Item: Procurement of spares for CPP Shafting of ICGS Saksham from M/s. Wartsila India Pvt Ltd.

Type of tender: Single Nomination

(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 dtd 16.09.2020 and I shall furnish the document / information on demand. Failure on my part to furnish the data will be treated as false declaration as per PPP MII Order 2017. In case of contract being awarded, I undertake to retain the relevant documents for 7 years from date of execution.

(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, may result in the Procurement Authority / Nodal Ministry / MDL imposing any or all of the remedies as provided for in Clause 9 of the Revised Public Procurement (preference to Make in India) Order 2017 dated 16.09.2020

SIGNATURE: _____

DATE: _____

Seal / Stamp of Bidder



Mazagon Dock Shipbuilders Limited, Mumbai
Standard Bidding Document (SBD)

GEM TENDER GEM/2026/B/7443579

Item: Procurement of spares for CPP Shafting of ICGS Saksham from M/s. Wartsila India Pvt Ltd.

Type of tender: Single Nomination

ANNEXURE-6

Official Secret Act 1923

SECTION 2(B) : “PROHIBITED PLACE”

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

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

SECTION 3 : “PENALTIES FOR SPYING”

If any per unlawfully -

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

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

SECTION 4 : “COMMUNICATION WITH FOREIGN AGENTS”

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

SECTION 5 : “WRONGFUL COMMUNICATION OF INFORMATION”

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

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

Shall be guilty of an offence under this Act.

SECTION 6 : “UNAUTHORISED USE OF UNIFORMS”

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

SECTION 7 : “INTERFERING WITH OFFICERS OF POLICE”

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

SECTION 8 : “DUTY OF GIVING INFORMATION”

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

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

SECTION 9 : “INCITEMENT”

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

SECTION 10 : “PENALTY FOR HARBOURING SPIES”

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

SECTION 11 : “SEARCH WARRANTS”

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



Mazagon Dock Shipbuilders Limited, Mumbai
Standard Bidding Document (SBD)

GEM TENDER GEM/2026/B/7443579

Item: Procurement of spares for CPP Shafting of ICGS Saksham from M/s. Wartsila India Pvt Ltd.

Type of tender: Single Nomination

ANNEXURE-7

Performance Security (PS) Bank Guarantee Format

(ILLUSTRATIVE FORMAT)

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

IN CONSIDERATION OF MAZAGON DOCK SHIPBUILDERS LIMITED, a company incorporated under the Companies Act 1956 and having its registered office at Dockyard Road, Mumbai 400010 (hereinafter referred to as the "the Purchaser" which expression shall, unless it be repugnant or contrary to the subject or context thereof, be deemed to mean and include its successors and assigns) having placed an order on Messers a partnership firm/sole proprietor business/a company registered under the Companies Act, 1956 having its office at(hereinafter called " the Contractor/ Supplier" which expression shall, unless it be repugnant or contrary to the subject or context thereof, be deemed to mean and include its successors and assigns) vide order No..... dated..... (hereinafter called "the order" which expression shall include any amendments/alterations to "the order" issued by "the Purchaser") for the supply , delivery at site, installation and commissioning of certain equipment, item/services/civil works etc. as stated in the said Order and the Purchaser having agreed with the Contractor/Supplier to accept a Bank Guarantee in lieu of Performance Security payable under the said order for the fulfillment and performance of the said order, 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% (10% in case of Capital Procurement) of the order value against any loss or damage, costs, charges and expenses caused to or suffered by the Purchaser by reason of nonperformance 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 fulfil the said order in terms thereof or committed breach of any terms and conditions of the order and the extent of loss, damage, cost, charges and expenses suffered or incurred or would be suffered or incurred by the Purchaser on account thereof and we waive in the favor of the Purchaser all the rights and defenses 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.....



Mazagon Dock Shipbuilders Limited, Mumbai
Standard Bidding Document (SBD)

GEM TENDER GEM/2026/B/7443579

Item: Procurement of spares for CPP Shafting of ICGS Saksham from M/s. Wartsila India Pvt Ltd.

Type of tender: Single Nomination

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 + 60 days 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")



Mazagon Dock Shipbuilders Limited, Mumbai
Standard Bidding Document (SBD)

GEM TENDER GEM/2026/B/7443579

Item: Procurement of spares for CPP Shafting of ICGS Saksham from M/s. Wartsila India Pvt Ltd.

Type of tender: Single Nomination

[Annexure-8](#)

PROFORMA OF UNCONDITIONAL AND SURETY BOND FOR
PERFORMANCE SECURITY

(ILLUSTRATIVE FORMAT)

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

1. IN CONSIDERATION OF MAZAGON DOCK SHIPBUILDERS LIMITED, a company incorporated under the Companies Act 1956 and having its registered office at Dockyard Road, Mumbai 400010 (hereinafter referred to as the "the Purchaser" which expression shall, unless it be repugnant or contrary to the subject or context thereof, be deemed to mean and include its successors and assigns) having placed an order on Messers a partnership firm/sole proprietor business/a company registered under the Companies Act, 1956 having its office at(hereinafter called the Contractor/ Supplier" which expression shall, unless it be repugnant or contrary to the subject or context thereof, be deemed to mean and include its successors and assigns) vide orderdated..... . (hereinafter called "the order" which expression shall include any amendments/alterations to "the order" issued by "the Purchaser") for the supply , delivery at site, installation and commissioning of certain equipment, item/services/civil works etc. as stated in the said Order and the Purchaser having agreed with the Contractor/Supplier to accept an unconditional and irrevocable Insurance Surety Bond in lieu of Performance Security payable under the said order for the fulfillment and performance of the said order, We,Surety Insurer having office at.....
(hereinafter referred to as "the Surety" which expression shall 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% (10% in case of Capital Procurement) of the order value against any loss or damage, costs, charges and expenses caused to or suffered by the Purchaser by reason of non-performance and non-fulfillment or for any breach on the part of the Contractor / Supplier of any of the terms and conditions of the said order.
2. We,the Surety further agree that the Purchaser shall be sole judge whether the said Contractor/Supplier has failed to perform or fulfil the said order in terms thereof or committed breach of any terms and conditions of the order and the extent of loss, damage, cost, charges and expenses suffered or incurred or would be suffered or incurred by the Purchaser on account thereof and we waive in the favor of the Purchaser all the rights and defences to which we as surety may be entitled to.
We..... the Surety further agree that the amount demanded by the Purchaser as such shall be final and binding on the Surety as to the Surety's liability to pay and the amount demanded and the Surety undertake to



Mazagon Dock Shipbuilders Limited, Mumbai
Standard Bidding Document (SBD)

GEM TENDER GEM/2026/B/7443579

Item: Procurement of spares for CPP Shafting of ICGS Saksham from M/s. Wartsila India Pvt Ltd.

Type of tender: Single Nomination

pay the Purchaser the amount so demanded on first demand and without any demur notwithstanding any dispute raised by the Contractor/Supplier or any suit or other legal proceedings including arbitration pending before any court, tribunal or arbitrator relating thereto, our liability under this Bond being absolute and unconditional.

3. We, Purchaser that the Purchaser in any order/or Supplier by the Purchaser 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,
4. We..... the Surety further undertake not to revoke this Bond during its currency except with the previous consent of the Purchaser in writing.
5. We, the Surety also agree that the Surety's liability under this Bond shall not be affected by any change in the constitution of the Contractor / Supplier or dissolution or winding up of the business of the contractor/ supplier.
6. Notwithstanding anything contained herein above:
 - (i) Our liability under this Bond shall not exceed Rs.....
 - (ii) This Surety Bond shall be valid up to and including; and
 - (iii) We are liable to pay the Bond amount or any part thereof under this Surety Bond only and only if you serve upon us a written claim or demand on or before(validity + 4 weeks from the date of expiry of this Bond).
7. This Bond shall be governed by Indian laws and the Courts at Mumbai, India shall have the exclusive jurisdiction.

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

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