



दो बोली जीईएम -निविदा जीईएम/२०२६/बी/7582162

Two Bid GeM Tender GEM/2026/B/7582162–Hydrodynamic Model Testing of Platform Support Vessel

ADDITIONAL SERVICE LEVEL AGREEMENT (ASLA)

MAZAGON DOCK SHIPBUILDERS LIMITED invites ON-LINE COMPETITIVE BID from reputed Bidder in TWO BID SYSTEM (Part-I Techno Commercial Bid and Part-II Price Bid) on GeM (Government e Marketing) [http: gem.gov.in] for the following Scope of Work / Supplies, terms and conditions:

1. BRIEF DESCRIPTION OF WORK / SERVICES: Model testing of PSV through scaled hydrodynamic model/simulations to be conducted on the model of PSV ship.

2. BRIEF SCOPE OF WORK: Model testing of PSV through scaled hydrodynamic model/simulations to be conducted on the model of PSV ship "

2.1. Please refer detailed TSP No PSV/MODEL TEST/1001 dated 14.05.206 enclosed at Annexure-A.

2.2. CONTACT DETAILS: -

In case of any clarifications regarding specification, bidder is requested to contact the following person, before the closing date of the tender:

Technical	Mr. Kartheek Doppala M(D-FDG)	Telephone No 2376 3052	Email-ID: kdoppala@mazdock.com
Commercial	Mr. Prashant Pimple DGM (OTS)	2376 3351	pspimple@mazdock.com

3. INSPECTION: Please refer TSP No PSV/MODEL TEST/1001 dated 14.05.206 enclosed at Annexure-A.

4. ESTIMATED TIME LINE: The estimated duration for carrying out the tasks is given below:

Tasks	Estimated Duration	Remarks
Conduct of Phase 1 analysis	2 weeks	The actual Calendar dates and duration to be indicated by the model testing agency
Conduct of Phase 2 tests	4 weeks	
Conduct of phase 3 tests	3 weeks	
Conduct of Phase 4 analysis	3 weeks	
Total	12 weeks	

Note: Multiple phases may be started simultaneously to reduce the timelines for the entire model test activity. Please refer relevant clause in SOW/TSP

5. BID REJECTION CRITERIA:

5.1. **Categorical Rejection Criteria**

The following conditions / deviations are non-negotiable and therefore any bid falling under these conditions/ deviations shall be summarily rejected. Bidder to note that they shall not to be provided any opportunity to rectify these conditions/ deviations post bid opening:

5.1.1. **Bid/Offer received other than GEM portal.**

5.1.2. **Bidder who are debarred under PPP MII order 2017, GeM, CPPP including Tender holiday issued by MDL.**

6. VALIDITY PERIOD: Bid/ Offer shall have a validity period of **120** days from the tender closing date.

7. ON-LINE SUBMISSION OF BID IN TWO-BID SYSTEM:

On-line Offer (e-bid) must be uploaded in two parts, Part-I Techno-commercial bid & Part-II price bid, on the Government e-Marketing site GeM. Offer in any other form will not be considered.:

Part- I: Online Techno-commercial bid will be opened on the tender opening date/extended opening date shall contain the following.



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7.1. **Technical bid shall contain following documents:** In case of Failure to submit the below mentioned documents, the bid may fall under liable for rejection.

i.	<p>Bidder should also upload scanned copies of following in the Prescribed Formats:</p> <p>a) Additional Service Level Agreement Acceptance Format (Annexure–C) b) General Conditions of Contract acceptance format(Annexure–D)</p> <p>The above documents shall be; duly stamped, signed & filled 'Accepted OR Not Accepted' as applicable for each of the clause.</p> <p>Normally deviations to the tender terms are discouraged. However, if the bidder has any deviations, the same should be filled in above formats mentioning the deviation against the relevant Tender clause no., failing which it will be construed that all clauses of Tender inquiry, ASLA & GCC appearing against the tender are understood by you and are fully acceptable to you. In the event bidder has no deviations, he should submit following forms mentioning 'Accepted'. Any deviations mentioned elsewhere in the offer other than in said Forms will not be considered.</p>
ii.	<p>Copy of Blank rate sheet (Annexure B) clearly indicating 'Quoted/ Not-Quoted', also indicating the percentage % of applicable taxes/duties and HSN/SAC number against each of the listed, duly stamped & signed, should be uploaded.</p>
iii.	<p>Bidder should upload <u>signed and stamped</u> acceptance of GST Terms and conditions (Annexure-F)</p>
iv.	<p>Bidder should upload scanned copy of tax and duties certificate (e.g. GST registration) for which they are registered. Scanned image of Valid GST Registration Certificate (All pages).</p>
v.	<p>Duly filled Declaration Certificate for Local content in Annexure – M.1.</p>
vi.	<p>Declaration by bidder for Restrictions under rule 144(xi) of General Financial Rules GFRs, (2017) on firm's letterhead (Annexure – H).</p>
vii.	<p>Copies of valid UDYAM Registration and Approval certificates (if any) of the following shall be uploaded on-line:</p> <p>(a) Micro Enterprises. (b) Small Enterprises. (c) ISO Accreditation.</p>
viii.	<p>Scanned image of PAN card.</p>
ix.	<p>RTGS/ NEFT - Mandate Authorization Form (Annexure-L)</p>
x.	<p>Bidder Contact Information (Annexure-S)</p>
xi.	<p>Bidder registered with MDL should scanned and upload valid Registration Certificate issued by MDL.</p>

7.2. **Part- II (Price Bid):**

7.2.1. Bidder shall quote the price in the GEM. The applicable taxes/duties & levies will be indicated separately in the rate sheet. Illustration of Rate sheet format is as per Annexure B.



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Note: In case of error in the aggregate values, the individual service-wise quoted rates will be considered.

7.2.2. Prices for the tendered services/ Items and applicable Taxes and duties are to be quoted by entering the same online. Timely submission of the e-bid is responsibility of the Bidder and no reasons / excuses in this regard will be entertained.

7.3. **Opening of Techno-Commercial e-Bid (Part-I):** Techno-Commercial e-bid (Part-I) will be **opened** online on the tender opening date or extended tender opening date or next working day if opening date happens to be holiday declared by MDL. The participant bidder can also check the status online from their locations by logging on GEM website.

7.4. **Opening of Price e-Bid (Part-II):** After completion of Techno-commercial scrutiny, intimation for price e-bid opening will be communicated.

8. PRICING:

8.1. Contract Price shall remain firm and fixed for three years from the date of start of work after mobilization.

8.2. Bidder shall quote the lump sum price in the GEM which will be on all-inclusive basis

9. GROWTH OF WORK /OPTION CLAUSE:

9.1. The buyer can increase or decrease the contract quantity or contract duration up to 50 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 50 percent. Bidder are bound to accept the revised quantity or duration.

10. RANKING OF BID & DETERMINATION OF L-1 BIDDER:

10.1. Tender line items are inseparable and non-divisible in nature.

10.2. Bidder have to quote their price, applicable taxes (viz. GST%, CESS etc.) as per rate sheet available on GeM Portal.

11. WORK DONE CERTIFICATE:

11.3. On satisfactory completion of work, WDC shall be prepared by the contractor within 02 days from the date of completion of tasks and shall be certified by the concerned executive of user Department (not below the rank of Chief Manager).

11.4. WDC shall be certified & issued post completion of the individual activities.

11.5. Payment shall be as per the quantities certified in WDC.

11.6. The necessary service entry shall be made in SAP system by the WDC certifying authority & will be submitted to the contractor for further invoicing. The WDC shall bear relevant Service Entry sheet no., PO no. and respective item Sr. No., sub service line item of the PO.

11.7. The WDC must clearly mention the scheduled dates for starting & completion/delivery of the jobs as mutually agreed between MDL & contractor and the actual dates of start & completion.

11.8. In case of delays, the duration along with numbers of delayed days shall be specified in respective WDCs to invoke LD cause and effect recoveries from sub contractor's invoice.

11.9. Please refer relevant clause in SOW.

12. TERMS OF PAYMENT:

12.1. 100% payments on the basis of monthly bills will be paid within 15 days of issue of consignee receipt cum-acceptance certificate (CRAC) and on-line submission of bills unless otherwise specified in STC / ATC, along with Ink signed Tax Invoice in duplicate, Work completion certificate/ Log sheet etc. The invoice shall be preferably submitted within four weeks of certification of Work Completion Certificate 'WCC'.



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- 12.2. Work Completion certificate shall be duly certified by executive of User Dept. not below the rank of Chief Manager.
- 12.3. Work completion certificate should confirm that the work is completed in time or In case of delays, the duration be specified in this certificate to invoke LD Clause and effect recoveries from Contractor' invoice.
- 12.4. No advance will be paid in any manner against the contract.
- 12.5. E-Invoice:
 - 12.5.1. If aggregate turnover in any preceding financial year from FY 2017-18 onwards, exceeds INR 5 crore as per GST Act or as applicable from time to time, will have to issue an e- Invoice with a Quick Response (QR) code and Invoice Registration No.(IRN).
 - 12.5.2. It is important to note that MDL will not be entitled for Input Tax Credit (ITC)/GST on a vendor Invoice which is not compliant with the above e-Invoice notification.
 - 12.5.3. 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 INR 5 crore as per GST Act".
 - 12.5.4. In case of failure to submit the E-Invoice/ or the self-declaration (if applicable), Tax invoice should be returned and claim will not be processed.
- 12.6. "Alternate MSME Bidder/Vendor payment through TReDS:
 - 12.6.1. In order to address the financial needs of MSME Bidder/Vendors, GoI has introduced a platform for facilitating the financing of trade receivables of MSMEs from buyers, through multiple financiers which is termed as Trade Receivable Exchange Discount System (TReDS).
 - 12.6.2. At TReDS, auctioning of invoices at competitive and transparent environment is done by financiers based on Buyer's credit profile. MDL, at present, is registered on the "Invoicemart" TReDS platform. Desirous MSME Bidder/Vendors, who want to receive payments through TReDS platform, have to submit the invoice to MDL along with all the necessary requirements as per the PO and the payment terms. Upon receipt and acceptance of the supplied materials/ completion of services and receipt of invoices with the mandated enclosures, after due certification of physical invoices with enclosures by Commercial/Material Dept., Finance Dept shall upload the invoices on the "Invoicemart" TReDS platform and process the invoices for payment. Post uploading the platform, the financier would be bidding for the invoices and respective MSME vendors would be accepting the bid, so that they can get the disbursement from the Financier.
 - 12.6.3. Contact details at "M1xchange" TReDS platform are as below:
 - 12.6.3.1. Ms Ashwathi Jayandran +91 9920455374
email id ashwathi.jayandran@m1xchange.com
 - 12.6.3.2. Ms Priyanka Shah , +91 8839915724
email id prinyaka.shah@m1xchange.com
 - 12.6.4. Any unfinanced invoice/s of MSME Bidder/Vendors seeking payment from MDL directly, shall be processed as per the standard payment terms agreed in PO / contract.
 - 12.6.5. Vendors/ Bidder who desire to get payment through TReDS platform are requested to get registered on "Invoicemart" TReDS platform and forward the details to MDL."
 - 12.7. MDL has entered into an agreement with M/s receivables Exchange of India Limited (RXIL), M/s A. TReDs Ltd. (Invoice Mart) and M/s Mynd Solutions Pvt. Ltd. (M1 Exchange). As a special gesture, all the three discounting platforms i.e., M/s RXIL, Invoice Mart and M1 exchange have offered waiver of Registration/ On boarding fees to MDL vendors.



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13. SECURITY DEPOSIT

- 13.1. Contractor shall submit Performance Security @ 5% of Order Value (excluding Taxes, Duties, etc.) within 25 days from the date of Order/Contract.
- 13.2. Please note that MDL does not extend any concession such as exemption in payment of Performance Security Deposit to any organization (Except PSU) irrespective of their status, like registration with MDL, NSIC, SSI, MSE, etc.
- 13.3. No interest will be paid on Performance Security. The performance security will be returned only after successful execution of the order and shall be interest free.
- 13.4. Mode of SD:
 - 13.4.1. Performance security may be furnished in the form of NEFT / Demand Draft / Pay order / **Insurance Surety Bond for Performance Security / irrevocable Electronic Bank guarantee (e-BG)/ Structural Financial Messaging System Bank Guarantee (SFMS BG)** in favour of MAZAGON DOCK SHIPBUILDERS LIMITED, Mumbai from the list of Banks approved by SBI / Canara Bank published on MDL website.
 - 13.4.2. In case of Insurance Surety Bond for Performance Security, the insurer (Insurance Company) should be an Indian Insurance Company as defined in section 2(7A) of the Insurance Act, 1938 and insurer should also be registered under the Insurance Act, 1938 to transact the business of general insurance.
 - 13.4.3. Performance Security is to be furnished within 25 days after notification of the award of contract
 - 13.4.4. In case of Performance security –BG/ Insurance Surety Bond for performance security, the same shall be valid for a period of 60 (sixty) days beyond the date of completion of contract. Bidder to advise their bank/banker to send performance security SD-BG directly to Outsourcing Department to dispense with additional step of verification of authenticity of signatories. No change/modification in the text of the prescribed format of the BG is permissible.
 - 13.4.5. Performance security through NEFT- remittance through Bank: In case of online remittance of performance security amount, scanned image of Annexure-K, duly filled is to be uploaded along with tender. 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.
- 13.5. Any delay in submission of performance security SD shall result into charging of interest by MDL on the Contractor, 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 notified by HoD (Finance). For foreign supplier, it will be EUROBOR/LIBOR plus 2%. For Indian suppliers, it will be SBI BPLR plus 2%.
- 13.6. In case of failure to submit performance security by the supplier within 25 days of transmission / notification of order by any mode, The EMD submitted by contractor will be forfeited and MDL reserves the right to cancel the order and invoke the risk purchase clause.
- 13.7. The performance security will be forfeited and credited to MDL's account in the event of a breach of contract by the contractor. It should 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. Return of Bid/ Performance Securities should be monitored by the senior officers and delays should be avoided.
- 13.8. In case the completion of work is likely to be delayed beyond the Order completion period/Contractual completion period or this period is required to be extended, the Contractor shall have to extend the validity of the Bank Guarantee for SD till such extended period. In case of failure to comply with such extension of the Bank Guarantee for SD by the Contractor, the Bank Guarantee is liable for encashment by MDL.
- 13.9. Non-performance of the Terms & conditions of Order and/or default/breach by the Contractor will result in forfeiture of the SD with application of Risk Purchase provisions.



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13.10. No exemption can be granted to any unit including MSME, SSI units and MDL Registered suppliers.

BANK GURANTEE (IMPORTANT NOTE):-

The Bidders must submit the irrevocable Electronic Bank guarantee (e-BG) OR Structural Financial Messaging System Bank Guarantee (SFMS BG).

1) Mandatory Requirement: -

Whenever 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.

2) IFSC CODE:-

While submitting the Structural Financial Messaging System Bank Guarantee (SFMS BG). IFSC: ICIC0000393 shall be used.

3) 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 towards performance Bond along with SFMS delivery report/message copy which has been transmitted to MDL's bank by BG issuing bank through SFMS system.

4) 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 the issuing bank or the bidder.

5) Receipt of SFMS BG

The Original SFMS BG in physical form towards Bid security/Performance Warranty security (along with SFMS delivery report / message copy which has been transmitted by issuing bank through SFMS system to beneficiary's i.e MDL's Bank) should reach to the designated MDL office on or before due date.

6) 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 advice correctly in the form of message format 760 COV vis SFMS (Structured Financial Messaging System) as provided by RBI while capturing all requisite fields including Beneficiary Account Name, Bank Name, Bank Account Number, IFSC Code etc.

7) 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.

8) Amendment in BG:

For any amendment of SFMS BG, message 767COV through SFMS should be used.



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14. TAXES & DUTIES:

- 14.1. The items/service-wise rates quoted in the Rate sheet should exclude Taxes and Duties. Bidder should indicate Taxes and Duties as applicable separately in the same Rate sheet, at the space provided for, which will be paid extra based on tax invoice to the extent applicable.
- 14.2. Bidder shall indicate GST no. and HSN/SAC no. separately & the percentage of the applicable taxes and Govt. levies in blank Price Bid submitted in Part I (Techno Commercial Bid) as well as in Part-II Price Bid. Details as under;
 - a. GST No.:
 - b. Type of dealer (composition/ Normal):
 - c. SAC/HSN NO.:
 - d. % of GST:
- 14.3. As per GST act, TDS will be deducted while making payment. All other terms are as per GeM guideline.

15. MODIFICATIONS TO THE BID: As per GeM rules.

16. LAND BORDER CLAUSE :

(Compliance of Public Order on Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017) REFER ANNEXURE -H)

- 16.1. MoF DoE vide OMs No 6/18/2019-PPD dated 23 Jul 2020 & 24 Jul 2020 and OM No F.7/10/2021/-PPD(1) dated 23.02.2023 has promulgated restrictions and procedure for buying from a bidder from a country which shares a land border with India under GFR Rule 144 (xi) on the grounds of Defence of India and National Security for information and compliance.
- 16.2. The Orders stipulate mandatory registration with competent authority and seeking certificate of compliance with this Order from the bidder from a country which shares a land border with India in the tender process. Exclusions from these restrictions have also been enlisted in the Order. The Competent authority for the purpose of registration under this Order shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT).
- 16.3. Any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority. Further, any bidder (including bidder from India) having specified Transfer of Technology (TOT) arrangement with an entity from a country which shares a land border with India, shall also require to be registered with the same competent authority.
- 16.4. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of Bidder stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- 16.5. "Bidder (or entity) from a country which shares a land border with India" for the purpose of this Order means: -
 - (a) An entity incorporated, established or registered in such a country; or
 - (b) A subsidiary of an entity incorporated, established or registered in such a country; or
 - (c) An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - (d) An entity whose beneficial owner is situated in such a country; or
 - (e) An Indian (or other) agent of such an entity; or
 - (f) A natural person who is a citizen of such a country; or
 - (g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above



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- 16.6. The beneficial owner for the purpose above will be as under:
1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.
Explanation—
 - a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;
 - b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholder's agreements or voting agreements;
 2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
 4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- 16.7. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- 16.8. The registration shall be valid at the time of submission of bid and at the time of acceptance of bid.
- 16.9. If the bidder was validly registered at the time of acceptance / placement of order, registration shall not be a relevant consideration during contract execution
- 16.10. Bidder must submit the Compliance Certificate w.r.t Land Border Clause as per the enclosed format (Restrictions under rule 144(xi) of general financial rules GFRs, (2017)) at **Annexure- H**.
- 17. GENERAL CONDITIONS OF CONTRACT (GCC):**
- 17.1. Bidder shall submit the GCC acceptance form duly filled (**Annexure-D**), along with their techno-commercial offer.
- 17.2. The word 'Purchaser' refers to MAZAGON DOCK SHIPBUILDERS LIMITED, (MDL), a Company within the meaning of Companies Act, 2013 and it includes its successors or assignees.
- 17.3. The word 'Bidder' (including the term 'tenderer', 'consultant' 'vendor' or 'service provider' in certain contexts) means any legal entity such as firm(s) of Proprietorship / Partnership Firm / Limited Liability Partnership / Private Limited / Limited company / Society registered under Society's Act / Statutory Bodies/ Consortium/ Joint Venture etc. participating in a procurement process.
- 17.4. The word 'Owner' means the person or authority with whom Mazagon Dock Shipbuilders Limited (Purchaser) has contracted to carry out work in relation to which orders are placed by the Purchaser on the Bidder/Supplier/Contractor under this contract for supply or manufacture of certain items and would include Department of Defence Production, Ministry of Defence, Government of India, the Indian Navy, the Coast Guard and any other specified authority.
- 17.5. Unless otherwise indicated specifically by the bidder / contractor in his bid, it shall be construed as his acceptance of all the conditions mentioned in this GCC.
- 17.6. **CONDITIONS OF GGC ARE LISTED AS UNDER:**
- 17.6.1. **TENETS OF INTERPRETATION**
Unless where the context requires otherwise, throughout the contract:



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- a) The heading of these conditions shall not affect the interpretation or construction thereof.
- b) Writing or written includes matter either whole or in part, in digital communications, manuscript, typewritten, lithographed, cyclostyled, photographed, or printed under or over signature or seal or digitally acceptable authentication, as the case may be.
- c) Words in the singular include the plural and vice-versa.
- d) Words importing the masculine gender shall be taken to include other genders, and words importing persons shall include any company or association or body of individuals, whether incorporated or not.
- e) Terms and expression not herein defined shall have the meanings assigned to them in the Contract Act, 1872 (as amended) or the Sale of Goods Act, 1930 (as amended) or the General Clauses Act, 1897 (as amended) or of INCOTERMS, (current edition published by the International Chamber of Commerce, Paris) as the case may be.
- f) Any reference to 'Goods' shall be deemed to include the incidental Works/ Services also.
- g) Any generic reference to GCC shall also imply a reference to TEF/ASLA as well.
- h) In case of conflict, provisions of TEF/ASLA shall prevail over those in GCC.
- i) Any reference to 'Contract' shall be deemed to include all other documents (inter-alia GCC, TEF/ASLA).
- j) Any reference to any legal Act, Government Policies or orders shall be deemed to include all amendments to such instruments, from time to time, till date.
- k) Fall Clause shall be expressly applicable in the case of Rate Contract.

17.6.2. **LANGUAGE OF CONTRACT**

Unless otherwise stipulated in ASLA, the contract shall be written in the Official Language or English. All correspondence and other contract documents, which the parties exchange, shall also be written/ translated accordingly in that language. For purposes of interpretation of the contract, the English documents/ translation shall prevail.

17.6.3. **GOVERNING LAWS AND JURISDICTION**

17.6.3.1. **Governing Laws and Jurisdiction**

- (a) This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Laws of India for the time being in force.
- (b) Irrespective of the place of delivery, or the place of performance or the place of payments under the contract, the contract shall be deemed to have been made at the place from which the Purchase Order/Contract/Letter of Intent has been issued. The courts of such a place shall alone have jurisdiction to decide any dispute arising out or in respect of the contract.

17.6.3.2. **Changes in Laws and Regulations**

Unless otherwise stipulated in the contract, if after the last deadline for the bid submission (Techno-commercial), any law, regulation, ordinance, order or bye-law having the force of law is enacted, promulgated, abrogated, or changed in India (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/ or the contract Price, then such Delivery Date and/ or Contract Price shall be correspondingly increased or decreased, to the extent that the contractor has thereby been affected in the performance of any of its obligations under the contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable.

17.6.4. **CONFIDENTIALITY, SECRECY AND IPR RIGHTS**

- (a) IPR Rights All deliverables, outputs, plans, drawings, specifications, designs, reports, and other documents and software submitted by the contractor under this Contract shall become and remain the property of MDL and subject to laws of copyright and must not be shared with third parties or reproduced, whether in whole or part, without MDL's prior



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written consent. The contractor shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to MDL, together with a detailed inventory thereof. The contractor may retain a copy of such documents and software but shall not use it for any commercial purpose.

(b) Confidentiality All documents, drawings, samples, data, associated correspondence or other information furnished by or on behalf of MDL to the contractor, in connection with the contract, whether such information has been furnished before, during or following completion or termination of the contract, are confidential and shall remain the property of MDL and shall not, without the prior written consent of MDL neither be divulged by the contractor to any third party, nor be used by him for any purpose other than the design, procurement, or other services and work required for the performance of this Contract. If advised by MDL, all copies of all such information in original shall be returned on completion of the contractor's performance and obligations under this contract. Purchase Manual 5th Edition - Goods & Services - Rev. 01 Dated 04.02.2025 Page 192 of 287

(c) Secrecy If the Contract declares the subject matter of this Contract as coming under the Official Secrets Act, 1923 or if the contract is marked as "Secret", the contractor shall take all reasonable steps necessary to ensure that all persons employed in any connection with the contract, have acknowledged their responsibilities and penalties for violations under the Official Secrets Act and any regulations framed thereunder.

(d) Obligations of the contractor

(iv) Without MDL's prior written consent, the contractor shall not use the information mentioned above except for the sole purpose of performing this contract.

(v) The contractor shall treat and mark all information as confidential (or Secret – as the case may) and shall not, without the written consent of MDL, divulge to any person other than the person(s) employed by the contractor in the performance of the contract. Further, any such disclosure to any such employed person shall be made in confidence and only so far as necessary for such performance for this contract.

(vi) Notwithstanding the above, the contractor may furnish to its holding company or its Subcontractor(s) such documents, data, and other information it receives from MDL to the extent required for performing the contract. In this event, the contractor shall obtain from such holding company/ Subcontractor(s) an undertaking of confidentiality (or secrecy – as the case may be) similar to that imposed on the contractor under the above clauses.

(vii) The obligation of the contractor under sub-clauses above, however, shall not apply to information that: (aa) The contractor needs to share with the institution(s) participating in the financing of the contract; (ab) now or hereafter is or enters the public domain through no fault of Contractor; (ac) can be proven to have been possessed by the contractor at the time of disclosure and which was not previously obtained, directly or indirectly, from MDL; or (ad) otherwise lawfully becomes available to the contractor from a third party that has no obligation of confidentiality.

(viii) The above provisions shall not in any way modify any undertaking of confidentiality (or Secrecy – as the case may be) given by the contractor before the date of the contract in respect of the contract/ the Tender Document or any part thereof.

(ix) The provisions of this clause shall survive completion or termination for whatever reason of the contract.

17.6.5. **PERMITS, APPROVALS AND LICENSES**

Whenever the supply of Goods and incidental Services requires that the contractor obtain permits, approvals, and licenses from local public authorities, it shall be the contractor's sole responsibility to obtain these and keep these current and valid. Such requirements may include but not be restricted to export licence or environmental clearance if required. If requested by



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the contractor, MDL shall make its best effort to assist the contractor in complying with such requirements in a timely and expeditious manner, without any dilution of the Contractor's responsibility in this regard.

17.6.6. **EXTENSION OF DELIVERY PERIOD** (Applicable for Service)

- (i) If at any time during the currency of the contract, the contractor encounters conditions hindering timely delivery of the Goods and performance of incidental Works/ Services, he shall promptly inform MDL in writing about the same and its likely duration. He must make a request to MDL for an extension of the delivery schedule. On receiving the contractor's communication, MDL shall examine the situation and, at its discretion, may agree to extend the delivery schedule, with or without liquidated damages and with and without denial clause by issuing an amendment to the contract.
- (ii) Conditions for Extension of Delivery Period: When the period of delivery is extended due to unexcused delay by the contractor, the amendment extending the delivery period shall, inter alia, be subject to the following conditions:
 - a. Liquidated Damages: MDL shall recover from the contractor, under the provisions of this clause, liquidated damages on the Goods and incidental Works/ Services, which the contractor has failed to deliver within the delivery period stipulated in the contract.
 - b. Denial Clause:
 - (i) No increases in price on account of any statutory increase in or fresh Imposition of GST, customs duty or on account of any other taxes/ duty/ cess/ levy), leviable in respect of the Goods and incidental Works/ Services stipulated in the said contract which takes place after the original delivery date, shall be admissible on such of the said Goods, as are delivered after the said date; and
 - (ii) Notwithstanding any stipulation in the contract for an increase in price on any other ground, including price variation clause or foreign exchange rate variation, or any other variation clause, no such increase after the original delivery date shall be admissible on such goods delivered after the said date.
 - (iii) Nevertheless, MDL shall be entitled to the benefit of any decrease in price on account of reduction in or remission of GST, customs duty or on account of any other Tax or duty or any other ground as stipulated in the pr clause or foreign exchange rate variation or any other variation clause which takes place after the expiry of the original delivery date.
 - (iii) **Liquidated damages:**

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 schedule.

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

Besides liquidated damages during such a delay, the denial clause shall also apply. Any failure or delay by any sub-contractor, though their employment may have been sanctioned shall not be admitted as a ground for any extension of time or for exempting the contractor from liability for any such loss or damage as aforesaid.

17.6.7. **DEFAULTS, BREACHES & TERMINATION OF CONTRACT**

Termination due to Breach, Default, and Insolvency

(a) **Defaults and Breach of Contract**



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

i. Default in Performance and Obligations

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

ii. Insolvency

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

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

(b) Notice for Default

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

(c) Terminations for Default

i. Notice for Termination for Default: In the event of unsatisfactory resolution of 'Notice of Default' within two weeks of its issue as per sub clause above, MDL if so decided, shall by written Notice of Termination for Default sent to the contractor, terminate the contract in whole or in part, without compensation to the contractor.

ii. Such termination shall not prejudice or affect the rights and remedies, including under sub-clause below, which have accrued and/ or shall accrue to MDL after that.

iii. Unless otherwise instructed by MDL, the contractor shall continue to perform the contract to the extent not terminated. All warranty obligations, if any, shall continue to survive despite the termination.

(d) Contractual Remedies for Breaches/Defaults or Termination for Default

If there is an unsatisfactory resolution within this period, MDL shall take one; or more of the following contractual remedies.

i. Temporary withhold payments due to the contractor till recoveries due to invocation of other contractual remedies are complete.

ii. Call back any loaned property or advances of payment, if any, with the levy of interest at the prevailing rate (MIBID - Mumbai Interbank Bid Rate).

iii. Recover liquidated damages and invoke denial clause for delays.

iv. Encash and/ or Forfeit performance or other contractual securities.

v. Prefer claims against insurances, if any.

vi. Terminate contract for default, fully or partially including its right for Risk and-Cost Procurement as per following sub-clause.

vii. Risk and Cost Procurement

In addition to termination for default, MDL shall be entitled, and it shall be lawful on his part, to procure Goods same to those terminated, with such terms and conditions and in such manner as it deems fit at the "Risk and Cost" of the contractor. Such 'Risk and Cost Procurement' must be initiated (viz. AIP/PR/Tender) within six months from



the termination of Contract. The Contractor shall be liable for any loss which MDL may sustain on that account provided the procurement, or, if there is an agreement to procure, such agreement is made. The Contractor shall not be entitled to any gain on such procurement, and the manner and method of such procurement shall be in the entire discretion of MDL. (Note: deleted being contrary to law). (Note: No contractor would give security after the termination of the contract)

Note: Regarding the Goods which are not readily available in the market and where procurement difficulties are experienced, the period for making risk procurement shall be nine months instead of six months provided above.

- viii. Initiate legal proceedings in a for the recovery of the losses and damages, not addressable by the above means.

17.6.8. **CLOSURE OF CONTRACT**

The contract shall stand closed upon successful performance of all obligations by the firm, including completion of warrantee obligations and final payment. If no claim is received within 03 years from last supplies/services, then no claim shall be entertained thereafter.

17.6.9. **COMMUNICATION AND LANGUAGE FOR DOCUMENTATION**

Any letter, facsimile message, e-mail intimation or notice sent to the Bidder/Supplier/ Contractor at the last known address mentioned in the offer / order shall be deemed to be valid communication for the purpose of the order/contract. Unless stated otherwise by the purchaser, Language for communication and all documentation shall be same, which the Purchaser has used, in the tender enquiry.

17.6.10. **CANCELLATION OF TENDER**

The Purchaser reserves the right to cancel/withdraw the tender in toto or part and or award the contract / order in full or part without assigning any reason whatsoever and without thereby incurring any liability to the affected Bidder or Bidder or any obligations to inform the affected Bidder or Bidder of the grounds for MDL action.

17.6.11. **PURCHASER'S PROPERTY**

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

On completion of work in any compartment / location of the purchaser's premises, the Bidder/Supplier/Contractor must ensure that the place is left in a reasonably clean state and all scrap is transferred to nearby scrap-bins.

17.6.12. **RECOVERY-ADJUSTMENT PROVISIONS**

Payment made under one order shall not be assigned or adjusted to any other order except to the extent agreed upon in writing by the Purchaser. During the currency of the contract, if any sum of money is payable by the Bidder / Supplier / Contractor the same shall be deducted from any sum then due or thereafter may become due to the Bidder / Supplier / Contractor under the contract or any other contract with the Purchaser.

17.6.13. **INDEMNIFICATION**

The Bidder / Supplier / Contractor, his employees, licences, agents or Sub-Supplier / Sub-contractor, while on site of the Purchaser for the purpose of this contract, indemnifies the Purchaser against direct damage and/or injury to the property and/or the person of the Purchaser or that of Purchaser's employees, agents, Sub Contractor / Suppliers occurring and to the extent caused by the negligence of the Bidder / Supplier / Contractor, his employees, licensees, agents or Sub-contractor by making good such damages to the property, or



compensating personal injury and the total liability for such damages or injury shall be as mutually discussed and agreed to.

17.6.14. **TRANSFER OF SUPPLIERS / CONTRACTOR'S RIGHTS**

The Bidder / Supplier / Contractor shall not either wholly or partly sell, transfer, assign or otherwise dispose of the rights, liabilities and obligations under the contract between him and the Purchaser without prior consent of the Purchaser in writing.

17.6.15. **SUBCONTRACT AND RIGHT OF PURCHASER**

The Bidder / Supplier / Contractor under no circumstances undertake or subcontract any work / contract from or to any other Sub-contractor without prior written approval of the Competent Authority of Purchaser. In the event it is found that such practice has been indulged in, the contract is liable to be terminated without notice and the Bidder / Supplier / Contractor is debarred all from future tender enquiries / work orders. However, in no circumstances a contractor is permitted to subcontract any part of the contract to the Bidder who had quoted for the concerned tender.

17.6.16. **PATENT RIGHTS**

The Bidder / Supplier / Contractor shall hold harmless and keep the Purchaser indemnified against all claims arising as a result of infringement of any patent / copy rights on account of manufacture, sale or use of articles covered by the order.

17.6.17. **AGENTS/AGENCY COMMISSION**

The seller confirms and declares to the buyer that the seller is the original manufacturer or authorized distributor/stockiest of original manufacturer of the goods referred to in this contract and has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommended to the Buyer or any of its functionaries, whether officially or unofficially , to the award of the Contract / Purchase order to the Seller; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation.

The Seller agrees that if it is established at any time to the satisfaction of the Buyer that the present declaration is in any way incorrect or if at a later stage it is discovered by the Buyer that the Seller has engaged any such individual/firm, and paid or intended to pay any amount, gift, reward , fees, commission or consideration to such person, party, firm or institution , whether before or after the signing of this Contract / Purchase order, the Seller will be liable to refund that amount to the Buyer. The seller will also be debarred from participation in any RFQ/Tender for new projects/program with Buyer for a minimum period of five years.

The buyer will also have a right to consider cancellation of the Contract either wholly or in part, without any entitlement or compensation to the Seller who shall in such event be liable to refund all payments made by the buyer in terms of the Contract along with interest at the rate of 2% per annum or 6% whichever is higher above LIBOR (London Inter Bank Offer Rate) (for foreign vendors) and base rate of SBI plus 2% (for Indian Vendors).

The Buyer will also have the right to recover any such amount from any contracts concluded earlier with Buyer.

17.6.18. **USE OF UNDUE INFLUENCE / CORRUPT PRACTICES**

The Bidder / Supplier / Contractor undertakes that he has not used corrupt practices or used any undue influence which is not admissible as per Indian law to obtain contract/order or in doing any business with the purchaser.

If found that Bidder / Supplier / Contractor is involved in such wrong practices, then Purchaser is entitled to cancel the contract/s and all or any other contracts and then to recover from the Bidder / Supplier / Contractor the amounts of any loss arising from such contracts' cancellation, including but not limited to imposition of penal damages, forfeiture of Performance security, encashment of the Bank Guarantee and refund of the amounts paid by the Purchaser.



17.6.19. IMMUNITY OF GOVERNMENT OF INDIA CLAUSE

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

17.6.20. EXPORT LICENCE

The export licenses that may be required for delivery of the various items/equipment to MDL shall be arranged by the Bidder / Supplier / Contractor from the concerned authorities in their country without any time and cost implications on the Purchaser.

17.6.21. BANNED OR DE-LISTED CONTRACTOR / SUPPLIERS

The Bidder / Supplier / Contractor declares that they being Proprietors / Directors / Partners have not been any time individually or collectively blacklisted or banned or de-listed by any Government or quasi Government agencies or PSUs. If a bidder's entities as stated above have been blacklisted or banned or de-listed by any Government or quasi Government agencies or PSUs, this fact must be clearly stated and it may not necessarily be a cause for disqualifying him.

17.6.22. DUTY OF PERSONNEL OF SUPPLIER/CONTRACTOR

MDL being a Defence Public Sector Undertaking, Bidder / Supplier / Contractor undertakes that their personnel deployed in connection with the entrusted work will not indulge in any activities other than the duties assigned to them.

17.6.23. DISPUTE RESOLUTION MECHANISM AND ARBITRATION

(a) Dispute resolution mechanism(DRM)

- i. Any dispute/differences between the parties arising out of and in connection with the contract shall be settled amicably by mutual negotiations at HoS/HoD level.
- ii. In case of non-settlement by (i) above, if at any time, before, during or after the contract period any unsettled claim, dispute or difference arose between the parties, upon or in relation to or in connection with or in any way touching or concerning this tender/agreement/order/contract, the same shall be referred to the concerned Functional Director.
- iii. The Functional Director shall then nominate an Executive of the rank of General Manager whom he thinks fit and competent or a Committee of Executives who/which shall then scrutinise the claims/disputes that have been referred to the concerned functional Director and make efforts for amicable settlements by mutual discussions/negotiations.
- iv. In case no amicable settlement is arrived by (ii) above within a period of three months, then the contractor shall approach Public Grievance Cell and address the disputes as per the provisions made under the relevant clause of the contract.



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- v. In case the issues/disputes do not get settled within a period of six months from the date of submission of the dispute to the Grievance Cell, then the contractor may invoke Arbitration Clause of the contract.

(b) Arbitration

Unresolved disputes/differences, if any, shall then be settled by Arbitration.

The Arbitration proceedings shall be conducted at Mumbai, India, in English Language, under the Arbitration and Conciliation Act, 1996 as amended from time to time and the rules thereunder.

MDL prefers to have arbitration through Institutes such as Indian Council of Arbitration (ICA)/ICA-DR, Mumbai Centre for International Arbitration, International Chamber of Commerce (ICC), Singapore International Arbitration Centre (SIAC) with the mutual consent of the parties.

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

17.6.24. JURISDICTION OF COURTS

All contracts shall be deemed to have been wholly made in Mumbai and all claims there under are payable in Mumbai City and it is the distinct condition of the order that no suit or action for the purpose of enforcing any claim in respect of the order shall be instituted in any Court other than that situated in Mumbai City, Maharashtra State, India i.e. courts in Mumbai shall alone have jurisdiction to decide upon any dispute arising out of or in respect of the contract.

17.6.25. CONTRACT LABOUR (REGULATION AND ABOLITION) ACT 1970

Contractor / Bidder shall obtain licence under Section 12 and 13 of the Contract Labour (Regulation and Abolition) Act, 1970 and rules made there under and the same should be kept valid at least until the expiry of contract with Purchaser. The registration and Licence under the Contract Labour (Regulation and Abolition) Act 1970 shall be renewed in time every year and if work continues for more than a year, a copy of the Licence is produced as and when demanded by the concerned authorities of Purchaser.

The Contractor / Bidder shall carryout his obligations and duties under the Contract Labour (Regulation and Abolition) Act, 1970 and the rules framed there under.

In the event any employee/s of Contractor / Bidder is advised by the concerned Department to deploy their employees for job during weekly-off, Sundays and holidays, the Contractor / Bidder must inform through Concerned Department the name/s of the employee/s in the prescribed format to CISF / Security and to the concerned Divisional Personnel by mentioning specifically 'Compensatory - Off', before 3 days from the date actual payment.

17.6.26. MINIMUM WAGES ACT

The Contractor / Bidder shall pay to his employees not less than the minimum wages and allowances applicable to the Engineering Industry as notified from time to time by the Central Government or the State Government whichever is higher under the Minimum Wages Act. Contractor / Bidder shall be responsible for timely payment of wages of all his employees engaged in the Purchaser's Yard, not less than the prescribed minimum wages in each case and without any deductions of any kind, except as specified by Government or permissible under the Payment of Wages Act.

The Contractor / Bidder must settle all the pending dues of the employees i.e. arrears of wages, proportionate leave wages, proportionate bonus payment, etc. Before winding up the site, the Contractor / Bidder shall pay all terminal dues to his employees such as Notice pay, Gratuity, Retrenchment compensation, etc.



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17.6.27. **BONUS ACT**

The Contractor / Bidder shall pay to his eligible employees a Statutory Bonus as per 'Payment of Bonus Act' at the rate prescribed by the Statutory Authorities from time to time.

17.6.28. **FACTORIES ACT**

The Contractor / Bidder shall observe all applicable Rules and Regulations stipulated under Factories Act applicable to contract labour.

The Contractor / Bidder shall maintain a separate register prescribed under the Act and pay Privilege Leave wages to all eligible employees.

On completion of execution of the contract and before winding up, the Contractor / Bidder shall pay proportionate Privilege Leave wages to all eligible employees.

17.6.29. **EMPLOYEES' PROVIDENT FUNDS AND MISCELLANEOUS PROVISIONS ACT, 1952**

The Contractor / Bidder, where applicable, shall cover his employees deployed in the Purchaser's Yard

(a) under the Employees' Provident Funds and Miscellaneous Act, 1952,

(b) under the Family Pension Scheme, and

(c) under the Employees' Deposit Linked Insurance Scheme and pay the contributions both in respect of his employees and his own. He shall submit all the necessary returns and other particulars periodically as prescribed under the said Act. Contractor / Bidder shall cover from the first day working all his contract labour on MDL jobs by filling requisite returns to concerned Statutory authorities and obtaining Code Numbers / Account Numbers. Contractor / Bidder shall remit employees' and employers' contributions directly to the concerned authorities along with Inspection and Administrative Charges as per relevant provisions of the concerned Acts and Schemes made there under within 15 days from the close of every month. The Contractor / Bidder must submit copies of P. F. dues payment challans, copy of Form No. 12 (A), copy of form No. 6 (A) (Annually) and copies of Muster Roll of their workmen every month to Corporate Personnel Department before renewal of passes for entry into the yard. The Contractor / Bidder must also attend to P. F. Inspections by concerned authorities and submit copy of the Inspection Report.

The Contractor / Bidder through his own P. F. code number shall fill in P. F. / Pension settlement forms of all the employees engaged in Purchaser's Yard, well in advance of last working day and forwards the said settlement forms to the respective P. F. Commissioner's office for settlement. Contractor who are yet to obtain PF code shall apply for Code nos to PF Commissioners Office and furnish copies of the same to Corporate Personnel Department. Purchaser shall recover PF dues from the contractor running bills till such time the PF Code no is obtained.

The Contractor / Bidder may contact Corporate Personnel Department for the purpose to seek any / all clarification / necessary advice for completion of procedural work such as filling labour challans, E. S. I., P. F. - declaration forms, covering their labour under Group Insurance Policy, etc. An Administrative charge @ Rs. 10/- per employee per month for such consultancy will be recovered from all the contractor from the bills of the respective contracts.

17.6.30. **EMPLOYEES' STATE INSURANCE ACT**

The Contractor / Bidder should also cover all the eligible contract labourers working on MDL jobs, under the Employees' State Insurance Act and Scheme by furnishing necessary returns to appropriate authority and pay both employees' and employers' contributions in respect of these employees to the concerned authorities within 20 days from the close of every month. The contractor shall produce copy of R. D. F. duly acknowledged by ESI local office for confirmation that the workmen are covered under ESI Act and Scheme.

Contractor / Bidder should produce proof of such remittances to Corporate Personnel Department of MDL along with full details of contributions etc. within 25 days from the close of month. He shall also give an undertaking that he will not engage any one on our work who is not duly covered under the said Act and Scheme. The contract employees who are out of coverage of ESI Act and Scheme should be covered under Group Insurance Policy linked with workman compensation Act. Those Bidder / contractor do not have their ESI Code No.; they should submit



documentary evidence of application for obtaining ESI Code no to Corporate Personnel Department.

17.6.31. **SAFETY**

The Contractor / Bidder must observe all safety precautions in connection with the work to be performed by him, his agents or labourers. In the event of any accident happening in our yard resulting in loss of lives or otherwise damaging any part of the property, the contractor shall be required to make good the loss to the Company and shall be responsible for all consequences that follow from the loss and / or injuries to the persons involved in such accidents. The standard of safety to be observed in the Company shall be decided by the Executive-in-Charge Safety, or any Executive appointed for the purpose before the commencement of work in the yard. It will be essential for contractor to ascertain the standard precautions which contractor is required to observe in discharging his work as per the standards prevalent in MDL. The decision of MDL in matters concerning Safety shall be final and binding on the contractor.

The Contractor / Bidder shall be required to provide his workmen with Boiler Suits of any suitable colour other than blue or white, with the Name of the Contractor in prominent letters on the boiler suits along with personal protection gears like safety shoes, hand gloves etc. workmen of the Contractor / Bidder must wear throughout their working while in the premises of MDL. Contractor's workmen working without safety gears are to be disallowed for work.

17.6.32. **POLICE VERIFICATION OF EMPLOYEES**

Contractor / Bidder shall have to produce and submit to the Chief Security Executive of Purchaser, verification through state Police of Character and Antecedents of their employees / workers for while working on ships under construction in Purchaser's Yards, for working onboard ships under modernisation / refit / repairs at Mumbai ports / Naval Dockyard. Entry passes will not be issued in the absence of Police Verification Report and employees without Police Verification shall not be employed by them in Purchaser's Yard / Mumbai ports / Naval Dockyard and any lapse on the part of Contractor / Bidder shall be viewed seriously as per applicable laws of the land. Employment of any Foreign National during the contract period would be permitted with prior permission of Purchaser.

17.6.33. **FORCE MAJEURE**

If at any time during the execution of the goods / service order, the performance in whole or in part by either Purchaser or and by the Bidder(s) / Supplier(s) / Contractor(s) is / are delayed by any reason of force majeure situations such as acts of civil war, civil commotion, sabotage, hostilities, war, fires, explosions, epidemics, natural calamities like floods, earthquakes, volcanoes, storms, acts of God and laws of respective governments or any other causes beyond the control of either parties, hereinafter referred to as "events", provided notice of the occurrence of such event/s is / are communicated by either party, to the other party within 21 days from the date of occurrence thereof, neither party shall by reason such events be entitled to terminate the contract nor shall either party have any claim for damages against the other in respect of such non-performance and or delay in performance of the contract / order. Executions on either side shall be resumed as soon as practicable after such event has come to an end or ceased to exist and the decision of Purchaser as to whether activities can resume or not, shall be conclusive and final. Occurrence of the events to be certified by Chamber of Commerce / Indian High Commission or Embassies / Government in that Country.

The performance in whole or in part under the captioned tender / contract is prevented or delayed by reason of any such event for a period exceeding sixty days either party may at its option terminate the contract / further processing of the tender. The relative obligations of both the parties remain suspended during the actual period of force majeure.

The Purchaser may extend the delivery schedule as mutually agreed, on receipt of written communication from the Bidder / Supplier / Contractor regarding occurrence of 'Force Majeure' conditions, but not exceeding six months from the scheduled delivery date. If the 'Force Majeure'



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conditions extend beyond this period, the Purchaser shall have the right to cancel the order without any financial implication to the Purchaser or on terms mutually agreed to.

17.6.34. **CODE OF INTEGRITY IN PUBLIC PROCUREMENT**

Procuring authorities (including indenter) as well as Bidder, suppliers, contractor and consultants should observe the highest standard of ethics and should not indulge in the following prohibited practices, either directly or indirectly, at any stage during the procurement process or during execution of resultant contracts:

a) Corrupt practice

Making offer, solicitation or acceptance of bribe, rewards or gifts or any material benefit, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process or contract execution.

b) Fraudulent practice

Any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. This includes making false declaration or providing false information for participation in a tender process or to secure a contract or in execution of the contract.

c) Anti-competitive practice

Any collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of The Competition Act, 2002, between two or more Bidder, with or without the knowledge of MDL, that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, non-competitive levels.

d) Coercive practice

Harming or threatening to harm, persons or their property to influence their participation in the procurement process or affect the execution of a contract.

e) Conflict of interest

Participation by a bidding firm or any of its affiliates that are either involved in the consultancy contract to which this procurement is linked; or if they are part of more than one bid in the procurement; or if the bidding firm or their personnel have relationships or financial or business transactions with any official of MDL who are directly or indirectly related to tender or execution process of contract; or improper use of information obtained by the (prospective) bidder from MDL with an intent to gain unfair advantage in the procurement process or for personal gain.

f) Obstructive practice

Materially impede MDL's investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding MDL's rights of auditor access to information.

18. 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).

19. COMPLIANCE TO STATUTORY REQUIREMENTS:

19.1. The Contractor shall also abide all statutory requirements, Official Secrets Act 1923, Security & Safety regulations, etc. as per references, which are part of this Tender & also adhere to the health, safety and environment norms, equipping their personnel with suitable safety gears, Personal Protective Equipment (PPEs), etc.

20. BREACH OF OBLIGATION CLAUSE WITH RESPECT TO BID SUBMITTED:



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- 20.1. 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 the Purchaser during the period of bid validity.

21. CONFLICT OF INTEREST AMONG BIDDER

- 21.1. Bidder having a conflict of interest shall not be eligible to participate in the tender process unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Procuring Entity throughout the Tender process and execution of the Contract.
- 21.2. The bidder shall be considered to have a conflict of interest in this tender process and execution of the resultant contract in the following situations: -
- If its personnel have a close personal, financial, or business relationship with any personnel of the procuring entity who are directly or indirectly related to the procurement or execution process of the contract, which can affect the decision of the procuring entity directly or indirectly;
 - The bidder (or his allied firm) provided services for the need assessment/ procurement planning of the Tender process in which it is participating;
 - A Principal can authorize only one agent, and an agent should not represent or quote on behalf of more than one Principal. However, this shall not debar more than one Authorised distributor (with/ or without the OEM) from quoting equipment manufactured by an Original Equipment Manufacturer (OEM) in procurements under a Proprietary Article Certificate or
 - A bidder participates in more than one bid in this tender process. Participation in any capacity by a Bidder (including the participation of a Bidder as a partner/ JV member or sub-contractor in another bid or vice versa) in more than one bid shall result in the disqualification of all bid in which he is a party. However, this does not limit the participation of an entity as a sub-contractor in more than one bid if he is not bidding independently in his own name or as a member of a JV;
 - The bidder shall submit the undertaking for the above paras along with part I Bid.

22. CARTEL FORMATION/POOL RATES:

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

23. INSTRUCTION TO BIDDER:

- 23.1. From the time of bid submission to awarding the contract, no bidder shall contact MDL on any matter relating to the submitted bid. If a Bidder needs to contact MDL for any reason relating to this tender and/ or its bid, it should do so only in writing or electronically. Any effort by a Bidder to influence MDL during the processing of bid, evaluation, bid comparison or award decisions shall be construed



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- as a violation of the Code of Integrity, and bid shall be liable to be rejected as nonresponsive in addition to other punitive actions for violation of Code of Integrity as per the Tender Document.
- 23.2. MDL reserves its right to accept or reject any or all bid, abandon / cancel the tender process, and issue another tender for the same or similar Goods/Services at any time before the award of the contract. It would have no liability to the affected Bidder or Bidder or any obligation to inform the affected Bidder or Bidder of the grounds for such action(s).
- 23.3. Contractor shall not engage employees of other contractor presently working in MDL & recorded at Security Dept. The contractor can engage such employee if other contractor gives No Objection Certificate for such engagement & cancel the name of such desirous employee from his roll & accordingly convey to Security. The contractor engaging such employee without permission is liable for penalty including termination of contract & forfeiture of Security Deposit. Such penalty can also be imposed if it is observed that supervisors/ Workers deployed by contractor are not on their roll as per statement submitted by him at Security.
- 23.4. Discrepancies can be observed in responsive tenders between the original copy and other copies of the same tender set. In such a case, the text, and so on, of the original copy will prevail. Such a discrepancy in an offer should be conveyed to the tenderer asking him to respond by a target date and if the tenderer does not agree to MDL's observation, the tender is liable to be rejected. In e-Procurement there could be discrepancies between the uploaded scanned copies and the Originals submitted by the bidder.
- 23.5. The bidder / supplier / contractor declares that they being proprietors / directors / partners have not been any time individually or collectively blacklisted or banned or de-listed by any Government or quasi Government agencies or PSUs. If a bidder's entities as stated above have been blacklisted or banned or de-listed by any Government or quasi Government agencies or PSUs, this fact must be clearly stated and it may not necessarily be a cause for disqualifying him.
- 23.6. Entry Pass for Contractor and their workmen: Bidder shall comply with the "MDL Security Procedures laid down in MDL for entry passes in respect of Contractor and their workmen" which is available in the home page of OUTSOURCING DEPT. of MDL Website www.mazadock.in →Tenders → Shipbuilding Outsourcing → SB-OTS Notification
- 23.7. In the event of placement of order on unregistered vendor, the firm shall apply for registration through MDL SR&R Dept./ Outsourcing dept., Tel. No. 23763450, within one month from placement of order.
- 23.8. In case of the performance of the contractor is not satisfactory, MDL reserves the right to cancel the order.
- 23.9. No claims by the firms will be entertained after 03 years from date of execution/completion of order.
- 23.10. In case of proper on-line filling of Acceptance Formats for Tender Enquiry Form and General Conditions of Contract (GCC), it shall be presumed that all our tender terms & conditions are acceptable to you.
- 23.11. The Reference Price, if Any, indicated anywhere in the tender document against each line item is only notional and has no commercial relevance. Therefore, such reference price should not be considered as guidance price and the Bidder shall quote their price based on their costing and pricing policies
- 24.** We look forward to your participation in e-bidding by offering your most competitive and reasonable bid against this tender

**Yours faithfully, For MAZAGON DOCK SHIPBUILDERSLIMITED,
Prashant Pimple
(OUTSOURCING DEPARTMENT)**



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Following documents, references & formats form a part of the ASLA: -

Annexure – A	Scope of work/TSP no PSV/MODEL TEST/1001 dated 14.05.2026
Annexure – B	Illustrative Rate sheet format.
Annexure – C	Additional Service Level Agreement (SLA) Acceptance format
Annexure – D	General Conditions of Contract (GCC) Acceptance format
Annexure – F	GST terms & conditions
Annexure – G	Statutory compliances by the sub-contractor\vendor while deploying contract employees in MDL premises and its units.
Annexure – H	Declaration by bidder for Restrictions under rule 144(xi) of general financial rules GFRs, (2017)
Annexure – J	Safety instruction for Sub-Contractor
Annexure – K	MDL Bank account details for remittance of SD.
Annexure – L	RTGS/ NEFT - Mandate Authorization Form
Annexure – M.1	Declaration of Local Content Certificate
Annexure – M.2	Actual Local Content Certificate
Annexure – N	Format for information of past orders.
Annexure – O	Bank Guarantee/ EMD Format
Annexure – P	Bank Guarantee/ Performance Security Deposit Format
Annexure – Q	Performa for Insurance Surety Bond for Bid Bond/ EMD
Annexure – R	Performa for Insurance Surety Bond for Performance Security
Annexure – S	Technical documents to be uploaded in Technical

REFERENCES:

Terms & Conditions (Available on MDL Website www.mazdock.com →Work/Service Contracts or www.mazdock.com → tenders → shipbuilding → Outsourcing).


- 1) Official Secrets Act 1923.
- 2) Safety Code for Sub-Contractor.
- 3) Procedure for entry passes.



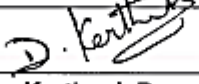

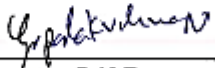
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Annexure-A

	MAZAGON DOCK SHIPBUILDERS LTD, (A Govt. Of India Undertaking) Dockyard Road, Mumbai -400 010.	DESIGN-FDG	T.S.P. NO.	PSV/MODELTEST/1001
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**TECHNICAL SPECIFICATION FOR
CONDUCT OF
HYDRODYNAMIC MODEL TESTS
FOR
PSV**

		
Kartheek Doppala M(D-FDG)	Shruthi Jayadas M(D-FDG)	G K Rao DGM/HoS(D-FDG)
Prepared	Checked	Approved




	MAZAGON DOCK SHIPBUILDERS LTD, (A Govt. Of India Undertaking) Dockyard Road, Mumbai –400 010.	DESIGN-FDG	T.S.P. NO.	PSV/MODELTEST/1001
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1. GENERAL

This Technical Specification pertains to model testing of PSV through scaled hydrodynamic model/simulations to be conducted on the model of PSV ship developed by M/s WinMarine. The data pertaining to the ship are placed at Encl-1 and the general requirements governing the model tests and submission of results at Encl-2.

2. SCOPE OF WORK

The model tests for PSV shall be undertaken in four phases and all the tests shall be executed in the premises of the testing agency. It is expected that testing agency is in possession of state-of-the art testing basin. The tabulated task list based on the scope of work is placed at Encl-3 and the various tests to be conducted are enumerated below:

PHASE 1

2.1. COMPUTATIONAL FLUID DYNAMICS(CFD) ANALYSIS:

A Computational Fluid Dynamics (CFD) analysis shall be conducted to assess the hull form design in terms of power consumption at the specific speed of 12 knots. Thereafter, the hull form shall be optimized in the aft and the fore body. The aim of the CFD calculations is to achieve low resistance and high propulsion efficiency at the appropriate draught and trim conditions. Advanced RANSE calculations shall be carried out with the optimized hull form.

If the desired results are not achieved, the CFD calculations shall be repeated with a different hull form.

The final optimized hull form shall be investigated at four (4) speeds and one (1) draught condition. A speed/power curve shall be generated from the CFD results, which shall be later validated by model tests.

2.2. Presentation of Test Results for tests as per clauses 2.1:

The test results shall be presented to include the following information as tabulated data and graphs both for model and the full scale ship along with the correlation factor:

(a) Details of recommended alignment and optimization of appendages based on flow visualization using CFD analysis. This shall be in the form of drawings and offsets to understand the alignment of the appendages completely.

(b) Plots of effective horsepower against ship's speed for fully appended hull for sea water temperature of 15°C and 30°C.



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- (c) Faired hull form with appendages.
- (d) Plots viz. Wave elevation plots, free surface elevation plots, pressure distribution plots and streamline plots.
- (e) Tabulated values of coefficient (C_r , C_t , C_w , C_{app} , form factor & C_f) for fully appended hull for sea water temperature of 15°C and 30°C.
- (f) Any other relevant data from the CFD analysis.

PHASE 2

2.3. MANUFACTURING OF HULL MODEL

Based on the receipt of hull form drawings, a model of suitable scale shall be manufactured. The final model scale shall be determined based on the propeller characteristics. The model shall be equipped with all necessary appendages such as azimuth thrusters, bilge keels, etc. Waterlines, frames and lateral thruster holes shall be marked on the model.

Two (2) suitable stock propellers, nozzles and gearbox housings shall be selected for the stock propeller tests. The open water characteristics of the stock propeller shall also be included in the report.

2.4. PAINT FLOW TESTS:

Paint flow tests shall be carried out at one (1) draught and one (1) speeds on ship's complete hull model with appendages to determine the position and alignment of the appendages, the bilge keels and the lateral thruster grids.

2.5. RESISTANCE TESTS USING PHYSICAL MODEL


The tests are conducted to determine the total resistance of the ship. The sequence of tests and conditions to be tested are indicated below:

Post completion of paint flow tests and final alignment of appendages, resistance tests shall be conducted in tank of sufficient depth. The resistance tests shall be conducted at two (2) draughts (ballast and design draught) covering six (6) speeds.

2.6. PROPULSION TEST(WITH THE STOCK PROPELLER SET)

The sequence of tests and conditions to be tested in this task in calm water condition using the closest stock propeller selection based on preliminary data supplied are given below:



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(a) **Open Water Tests:**

Open water tests shall be conducted in case the data for the stock propeller is not available, to cover the range from advance coefficient (J) = 0 to Thrust Coefficient (KT)=0. The full scale open water characteristics of the stock propeller shall be determined which are required for the Self Propulsion Tests.

(b) **Propulsion Test:**

Self-propulsion tests shall be carried out at two displacement conditions (design and ballast draught) for the selected stock propeller. The test shall be conducted for a range of six (6) speeds.

2.7. Presentation of Test Results for tests as per clauses 2.3,2.4,2.5 & 2.6:

The test results shall be presented to include the following information as tabulated data and graphs both for model and the full scale ship along with the correlation factor:

- (a) Details of recommended alignment and optimization of appendages based on flow visualization test. This shall be in the form of drawings and offsets to understand the alignment of the appendages completely.
- (b) Final orientation and 3-D geometric model of the hull and other appendages.
- (c) Plots of resistance and effective horsepower against ship's speed for fully appended hull for sea water temperature of 15°C and 30°C.
- (d) Tabulated values of dynamic trim and parallel sinkage for all test conditions.
- (e) Videos and photographs of model at various test conditions.
- (f) Tabulated values of coefficient (C_T , C_r , C_D , C_{app} , form factor & C_T) for fully appended hull for sea water temperature of 15°C and 30°C.
- (g) Wake fraction based on thrust identity as well as torque identity.
- (h) Relative rotative efficiency based on thrust identity as well as torque identity.
- (i) Thrust deduction and resistance augmentation.
- (j) Ship model correlation factors on power and shaft RPM.



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- (k) Plot and table of shaft power against ship speed of clean hull.
- (l) Propeller drawing and data.
- (m) Recommendation on improvement in propeller design.
- (n) Any other relevant data from the resistance and self-propulsion tests with stock propeller.

PHASE 3

2.8. MANUFACTURING OF DESIGN PROPELLER MODEL

Post receipt of propeller drawings from OEM (Propeller Manufacturer), the workshop drawings for the manufacturing of propeller model shall be generated.

Two (2) propeller models with four (4) blades each including the boss cap shall be manufactured in suitable material and suitable scale.

In addition, two (2) gearbox housings with nozzles based on the OEM drawings shall be manufactured. The gearbox housings shall be fitted to the existing Z-drives.

2.9. PROPULSION TEST(WITH THE DESIGN PROPELLER SET)

The sequence of tests and conditions to be tested in this task in calm water condition using the actual propeller model based on input data supplied are given below:

(a) Open Water Tests:

Open water tests shall be conducted for the design propellers (azimuth units with nozzles) to cover the range from advance coefficient (J) = 0 to Thrust Coefficient (KT)=0. The full scale open water characteristics of the design propeller shall be determined which are required for the Self Propulsion Tests.

(b) Propulsion Test:

Self-propulsion tests shall be carried out at two displacement conditions (design and ballast draught) for the design propeller. The test shall be conducted for a range of six (6) speeds. Further, a load variation test shall be conducted at one (1) speed (service speed).



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2.10. Presentation of Test Result for Open Water, Self-Propulsion (for tests as per clauses 2.9)

The results of open water and self-propulsion tests shall include the following:

- (a) Wake fraction based on thrust identity as well as torque identity.
- (b) Relative rotative efficiency based on thrust identity as well as torque identity.
- (c) Thrust deduction and resistance augmentation.
- (d) Ship model correlation factors on power and shaft RPM.
- (e) Plot and table of shaft power against ship speed of clean hull.
- (f) Any other relevant data from the open water tests and self-propulsion tests with design propeller.

PHASE 4

2.11. SEA KEEPING ANALYSIS

Seakeeping simulations shall be conducted to predict the expected motions of the vessel. The model shall be constructed in a suitable software and analyzed for the following conditions:


- (a) Allowable ship motion at LARS location i.e aft region: 0.5g which ensures deployment and recovery through LARS upto Seastate 5.
- (b) Deployment and recovery through winches upto Seastate 6
- (c) Towing operations upto Seastate 7.
- (d) With and without the damping effect of the roll stabilization tank
- (e) One (1) loading condition
- (f) One Ship Speed for each of the conditions indicated at (a),(b) &(c) above.
- (g) Seven (7) vessel headings between 0° and 180°

A report shall be prepared detailing the conduct and results of the seakeeping simulations. Plots of the RAO's for the vessel motions with and without roll stabilization tank in operation shall be provided. Motion results for and upto 04 location onboard (including vessel CoG and LARS system) shall be provided, location shall be specified by Designer.

2.12. Presentation of results for clause no.2.11(indicative):

The results of sea keeping tests shall be presented with the following information:



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- (a) Operability assessment
- (b) Waves spectrum details.
- (c) Motion Spectrum Plot. Polar plots for various motions at various speeds, headings and sea states.
- (d) Significant and maximum heave amplitudes and heave spectra.
- (e) Significant and maximum pitch amplitudes and pitch spectra.
- (f) Video films of important test conditions.
- (g) Responses amplitude operators (RAO) for pitch, heave, bow motion, stern motion and accelerations at defined speed with and without the roll stabilization tank.
- (h) Roll spectra at various headings and speed to be documented.
- (i) Any other data relevant to the studies

2.13. MANEUVERING ANALYSIS

These analyses are undertaken to assess and quantify the ships course keeping ability, controllability and response to control surfaces. A maneuvering assessment study by means of numerical methods/software shall be undertaken to determine the maneuverability and course keeping ability of the ship and compare these characteristics to ships of similar type and dimensions. The maneuvering simulations shall be carried out in accordance with IMO Res. MSC 137(76) and MSC/Circ. 1053. The following Manoeuvring simulations shall be carried out for the PSV:

- (a) Turning Circle Test (one rudder angle)
- (b) 10/10 and 20/20 Zigzag
- (c) Emergency stopping


These simulations shall predict the vessel's manoeuvring abilities against the criteria in IMO Res. MSC 137(76). The hydrodynamic hull form coefficients shall be estimated from publicly available empirical relationships. The propulsion coefficients and propeller open water characteristics shall be yielded from the propeller tests, as well as hull resistance curves.

A report shall be prepared detailing the conduct and results of the maneuvering simulations. Plots for the same shall also be provided.



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3. **MODELS:**

The following models shall be manufactured at various phases of the tests by the model testing agency:

3.1. **Phase-2, Hull Model and stock propeller model:** The self-propelled hull model of the Ship hull with appendages according to the hull lines and 3D model shall be manufactured. Closest stock propeller model along with gearbox housings based on the data forwarded by designer/ MDL shall be manufactured by the Testing agency

3.2. **Phase -3, Design propeller models:** Design propeller model along with gearbox housings based on data forwarded by OEM (Propeller manufacturer) shall be manufactured by the testing agency.

4. **DELIVERABLES**

The firm shall deliver the outputs within one week (07) days of completion of the tests at each phase. The phase wise list of deliverables is placed at **Encl-4**. The outputs shall comply with the requirements specified at presentation of results for individual tests in the Scope of Work and shall also be in accordance with Para (2) of **Encl-2**.

5. **ESTIMATED TIME LINES**

The estimated duration for carrying out the tasks is given below:

Tasks	Estimated Duration	Remarks
Conduct of Phase 1 analysis	2 weeks	The actual Calendar dates and duration to be indicated by the model testing agency
Conduct of Phase 2 tests	4 weeks	
Conduct of phase 3 tests	3 weeks	
Conduct of Phase 4 analysis	3 weeks	
Total	12 weeks	

Note: Multiple phases may be started simultaneously to reduce the timelines for the entire model test activity.


6. **DEPUTATION OF PERSONNEL:**

MDL personnel along with Owner's rep shall be deputed to witness/review the tests at the model basin in each of the phases. All the facilities shall be extended to the officers to witness various tests as well as for carrying out work e.g. writing, typing, and communication by telex, telephone. Boarding and lodging expenses of the deputed personnel shall be borne by the respective organizations and need not



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be borne by the testing agency. The tentative duration of the deputation is given below:

Sl No	Stages of visit	Tentative duration of Deputation	Remarks
(a)	Phase 2	1 week	The actual duration shall be based on the testing program by the model testing agency
(b)	Phase 3	1 week	

7. ACCEPTANCE AND CERTIFYING AUTHORITY

The final acceptance of all the tests carried out by the firm shall be by MDL. MDL shall prepare the Work Done Certificate post acceptance.

8. PAYMENT

The payment shall be released against deliverables listed at Encl-4 only after MDL issuing the Work Done Certificate.


9. PRESERVATION/STORAGE OF THE HULL AND PROPELLER MODELS

The firm shall store the model without any cost implication for a minimum period six (6) months from the date of completion of the phases and delivery of the final test reports.



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Enclosure-1

PSV SHIP DATA

1. The main particulars of the ship (tentative) are appended below:


Sl.no	Parameter	Value
(a)	Length Overall	~84.6m approx.
(b)	Length between perpendicular	76.8 m approx.
(c)	Beam Maximum	18 m
(d)	Depth (moulded)	7.25 m
(e)	Mean Indicative Draft (design)	5.95m
(f)	Deadweight at 5.95m	3000t

2. Other particulars:

2.1. Propellers: The ship shall be fitted with 2 nos. Azimuth units of ducted propeller of approx. dia 2.5 m

2.2. Appendages: Bilge Keel, Lateral thruster grids etc.



	MAZAGON DOCK SHIPBUILDERS LTD, (A Govt. Of India Undertaking) Dockyard Road, Mumbai –400 010.	DESIGN-FDG	T.S.P. NO.	PSW/MODELTEST/1001
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Enclosure-2

**GENERAL REQUIREMENTS GOVERNING HYDRODYNAMIC MODEL TESTS OF
PSV SHIPS**

1. GENERAL

1.1 Information regarding the ship, the hull forms and the results of the model tests are not to be communicated to any authority except MDL.

1.2 The model testing agency shall obtain prior concurrence of MDL on any matters where their standard procedures of test differ from the methods specified in relevant ITTC guidelines/procedures and those indicated herein.

1.3 The reports of model tests shall highlight if any of the results appear to be significantly different from expected values and suggestions for appropriate remedial measures for correcting or improving the same shall be indicated in the report.

1.4 Lines in the aft region, especially at the stern and the area around bow, are intended to be suitable to give a uniform wake across the propeller discs and uniform flow. Careful study shall be carried out during the towing tests for evolution of flow lines parallel to ships centerline. Details of changes to the lines if considered beneficial to improve flow/resistance, shall be proposed by the model testing authority.

1.5 Computer Simulation studies for sea keeping and maneuvering experiments shall be carried out to define/indent critical test conditions from the considerations of ship motion, dynamic responses and forces, turning characteristics etc.

1.6 In case the pitch amplitude for the ship is observed to exceed the limiting value during the sea keeping tests, necessary recommendations for improvement in pitching performance of the ship shall be suggested in the report.

2. SUBMISSION OF REPORTS/RESULTS:

The specific results from the tests shall be presented along with the details of individual tests. However, the generic requirement for submitting the reports and results are given below:

2.1 Three hard bound copies and three CDs (in pdf format) of the final comprehensive report shall be supplied on the completion of the model tests at each phase.



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2.2 The final reports shall be complete in all respects and shall include the following:

- (i) Standard procedure/methodology for the conduct and analysis of various tests as adopted by tank testing authority.
- (ii) Details of testing facilities, instrumentation as applicable, highlight the limitations.
- (iii) Data on models used for the tests.
- (iv) All assumptions used and deviations from standard procedure if any.
- (v) Observed readings, photographs and video films.
- (vi) At least one set of sample calculations on each type of test.
- (vii) Result in tabulated form and graphical form as applicable.
- (viii) Interpretation of result and conclusions.

2.3 Positive recommendations to improve performance based on existing data of similar ships and past experience shall be forwarded. All test results shall be compared with similar ships and reflected in the report.

2.4 All result shall be reported in SI units. The report shall be written in the English language.

2.5 Three copies of Photographs and three copies of all video films, wherever specified and/ or applicable, shall be supplied.




	MAZAGON DOCK SHIPBUILDERS LTD. (A Govt. Of India Undertaking) Dockyard Road, Mumbai -400 010.	DESIGN-FDG	T.S.P. NO.	PEWMODELTEST/1001
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Enclosure-3


TASK LIST BASED ON THE SCOPE OF WORK

TASK NO.	CLAUSE REFERENCE	TESTS	INDICATIVE CONDITIONS
PHASE 1			
CFD ANALYSIS			
1	2.1	CFD analysis	Flow around the hull to be examined, optimized and appendages shall be aligned. Displacement – one displacement Speed – 4 Speeds
PHASE 2			
RESISTANCE & SELF PROPULSION TESTS WITH STOCK PROPELLER			
2	2.3	Manufacturing of ship's model with all appendages	
3	2.4	Paint Flow Test	Displacement – One displacement Speed – One speed
4	2.5	Resistance Tests	Displacement – Two displacements Speed – 06 Speeds
5	2.6(a)	Open Water Test	Range from advance coefficient (J) = 0 to Thrust Coefficient (K _T)=0 Only to be carried out if the stock propeller data is not available.
6	2.6(b)	Propulsion Test	Displacement – Two displacements Speed – 06 Speeds
PHASE 3			
PROPULSION TEST (WITH DESIGN PROPELLER)			



 <p>MAZAGON DOCK SHIPBUILDERS LTD. (A Govt. Of India Undertaking) Dockyard Road, Mumbai -400 016.</p>		DESIGN-FDG		T.S.P. NO.	PSV MODEL TEST 11001
		PSV		REV. NO.	00
		HYDRODYNAMIC MODEL TESTS		DATE	14 May 26
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TASK NO.	CLAUSE REFERENCE	TESTS	INDICATIVE CONDITIONS		
7	2.8	Manufacturing of Design propeller models	As per OEM Data		
8	2.9 (a)	Open Water Test	Range from advance coefficient (J) = 0 to Thrust Coefficient (K_T)=0		
9	2.9(b)	Propulsion Test	Displacement – Two displacements Speed – 06 Speeds		
PHASE 4					
SEAKEEPING AND MANEUVERING ANALYSIS					
10	2.11	Seakeeping Analysis	As detailed out at Para 2.11		
11	2.13	Maneuvering Analysis <ul style="list-style-type: none"> Turning Circle Test (one rudder angle) 10/10 and 20/20 Zigzag Emergency stopping 	Displacement – One Displacement		



 MAZAGON DOCK SHIPBUILDERS LTD. (A Const. Of India Undertaking) Dockyard Road, Mumbai -400 014.		DESIGN-FDG		T.S.P. NO.	
		PSV		PSV/MODELTEST/001	
		HYDRODYNAMIC MODEL TESTS		REV. NO. 00	
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LIST OF DELIVERABLES					
Enclosure-4					
Phase	TASK NO.	Deliverables	Submission format	Submission Medium	
Phase-1	Task nos 01	CFD Analysis and submission of report	Report, Igis format	Hard copies - 3 nos Soft copy in pdf format in CD- 3 nos	
Phase-2	Task nos 02 to 07	Submission of Interim Report covering Manufacturing of stock propeller model, Completion of model tests , Performance of calculation and submission of results	Document	Hard copies - 3 nos Soft copy in pdf format in CD- 3 nos	
		Submission of Final Report	Report	Three copies (Both hard and soft copies in CD), whenever specified and/ or applicable Soft copies in CD, whenever specified and/ or applicable	
Phase-3	Task nos 08 to 09	Submission of Interim Report covering Manufacturing of sea keeping ship model ,Completion of model tests , Performance of calculation and submission of results	Document	Hard copies - 3 nos Soft copy in pdf format in CD- 3 nos	
		Submission of Final Report	Report	Three copies (Both hard and soft copies in CD), whenever specified and/ or applicable Soft copies in CD, whenever specified and/ or applicable	
Phase-4	Task nos 10 - 11	Submission of Final report of Seakeeping Analysis Report	Report	Hard copies - 3 nos Soft copy in pdf format in CD- 3 nos	
		Submission of Final report of Maneuvering Analysis	Report	Hard copies - 3 nos Soft copy in pdf format in CD- 3 nos	



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Annexure-B

ILLUSTRATIVE RATE SHEET FORMAT:

BLANK rate sheet in below format to be uploaded in technical bid:

SI No	DESCRIPTION	Unit	Qty	Unit rate	Applicable tax rate	HSN no.	Total (Rs.)
				Quoted/ Not Quoted%	XXXX	Quoted/ Not Quoted
1	Task -1 (CFD Analysis)	Nos	01				
2	Task – 2 to 6 (Resistance and self-propulsion tests)	Nos	01				
3	Task – 7 to 9 (Self prop tests with Design propeller)	Nos	01				
4	Task – 10 and 11 (Seakeeping and Manoeuvring Analysis)	Nos	01				
	Total				Quoted/ Not Quoted		

COMPANY'S NAME & ADDRESS:

SIGNATURE:

DATE:

NAME:

DESIGNATION:

BIDDER'S COMPANY SEAL:

NOTE:

- This rate sheet is only for illustration purpose & for the purpose of indicating tax and whether quoted / not quoted, as per clause 11.1.iii of Additional Service Level Agreement (SLA).
- BIDDER HAS TO QUOTE ONLINE AS PER THE PRICE BID FORMAT AVAILBALE ON GEM-PORTAL.**
- Bidder while quoting should consider the all costs such as labour, Consumables, High End Machinery & Equipment, hike in the minimum wages, transportation, equipment, all incidental expenses, consumables etc.
- While quoting bidder should consider that the minimum wages and allowances applicable to the Engineering Industry as notified from time to time by the Central Government or State Government whichever is higher under the Minimum Wages Act.
- Quantity shown is indicative. However, Payment shall be made as per actual work done.
- An **illustrative example** of blank rate sheet to be uploaded in bidder's bid is given below:*Illustrative Example of Blank rate sheet to be uploaded in Part-I.*

SI No	DESCRIPTION	Unit	Qty	Unit rate	Applicable tax rate	HSN no.	Total (Rs.)
1	Task -1 (CFD Analysis)	Nos	01	Quoted	GST@18%	123456	Quoted



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Annexure-C

ADDITIONAL SERVICE LEVEL AGREEMENT (ASLA) ACCEPTANCE FORMAT:

To,
MAZAGON DOCK SHIPBUILDERS LIMITED
OUTSOURCING DEPARTMENT.

SLA CLAUSE No.	BIDDER'S REMARK	SLA 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	
23		24	

COMPANY'S NAME & ADDRESS:

SIGNATURE:

DATE:

NAME:

DESIGNATION:

BIDDER'S COMPANY SEAL:

NOTE:

1. Bidder should carefully read the Terms & Conditions of the Additional Service Level Agreement (SLA) 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.



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[Annexure-D](#)

GENERAL CONDITIONS OF CONTRACT (GCC) ACCEPTANCE FORMAT

To,
MAZAGON DOCK SHIPBUILDERS LIMITED
OUTSOURCING DEPARTMENT.

GCC CLAUSE No.	BIDDER'S REMARK	GCC CLAUSE No.	BIDDER'S REMARK
	Acc/Dev		Acc/Dev
17.6.1		17.6.18	
17.6.2		17.6.19	
17.6.3		17.6.20	
17.6.4		17.6.21	
17.6.5		17.6.22	
17.6.6		17.6.23	
17.6.7		17.6.24	
17.6.8		17.6.25	
17.6.9		17.6.26	
17.6.10		17.6.27	
17.6.11		17.6.28	
17.6.12		17.6.29	
17.6.13		17.6.30	
17.6.14		17.6.31	
17.6.15		17.6.32	
17.6.16		17.6.33	
17.6.17		17.6.34	

COMPANY'S NAME & ADDRESS:

SIGNATURE:

DATE:

NAME:

DESIGNATION:

BIDDER'S COMPANY SEAL:

NOTE:

1. Bidder should carefully read the General Conditions of Contract (GCC) at ASLA clause 34 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.

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.



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Annexure-F

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 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.
9. The rate sheet enclosed with the tender will indicate the rates to be entered under each head wherever applicable. Bidder 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).



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Annexure-H

(On bidder's Letter Head)

Declaration by bidder for Restrictions under rule 144(xi) of general financial rules GFRs, (2017)
(On bidder's Letter Head)

Declaration of Compliance of Order (Public Procurement No.1, 2, 3 & 4) dtd 23 Jul 2020, 24 Jul 2020 and 23.02.2023 on Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017

(Before completing this declaration, Bidder must study the General Conditions, Definitions, Govt Directives applicable in respect of Public Procurement No.1, 2, 3 & 4) dtd 23 Jul 2020, 24 Jul 2020 & 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 MoF DoE Order OM No.F.7/10/2021/-PPD(1) (Public Procurement No. 4 order) 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 and comply to all the provisions of the Order
- 3) I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"
- 4) I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractor from such countries; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. Where applicable, evidence of valid registration by the Competent Authority shall be attached.]'
- 5) 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



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[Annexure-K](#)

MDL BANK ACCOUNT DETAILS FOR REMITTANCE OF EMD / SD:

1. Contractor/Bidder can use the following links/steps for making online payment of EMD/SD.

a. www.mazagondock.in/onlinepayment.aspx

OR

b. Follow the following steps.

- Go to www.mazagondock.in
- Click on online payment tab available on home page.
- 4 options viz. Career, tender, security, scrap/disposal will be available.
- Click on the respective tab and make the payment online using debit cards, credit cards, net banking, BHIM / UPI etc. after filling the required details.

OR

MDL'S BANK ACCOUNT DETAILS:

NAME OF BANK A/C HOLDER: MAZAGON DOCK SHIPBUILDERS LTD

BANK AND BRANCH : STATE BANK OF INDIA, COMMERCIAL BRANCH, FORT, MUMBAI-400023

TYPE OF ACCOUNT : CURRENT

BANK ACCOUNT NO : 11079519138

IFSC CODE : SBIN0006070

SWIFT CODE : SBININBB101

2. Details to be filled by Bidder making online remittance of funds in MDL's bank account :

Date of Remittance	Name of Firm	Vendor Code	MDL tender/PO. Ref No.	Nature of Remittance viz. EMD/SD etc.	Amount Remitted (Rs.)

Signature of Vendor/Representative



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[Annexure-L](#)

Mazagon Dock Shipbuilders Limited
Dockyard Road,
Mumbai – 400 010
RTGS / NEFT – Mandate Authorization Form

1.	Vendor Name	:	
2.	PAN No.	:	
3.	Vendor Address	:	
4.	Vendor's Telephone	:	
5.	E-Mail Address	:	
6.	Bank Name	:	
7.	Bank Address	:	
	Fax No.	:	
	Telephone No.	:	
8.	Account No.	:	
9.	Account Type	:	
10.	NEFT Code	:	
11.	RTGS Code	:	
12.	MICR No.	:	
13.	Excise No.	:	
14.	GST No.	:	

We hereby declare that the particulars given above are correct and complete. If the transaction is delayed for reason of incomplete or incorrect information, we would not hold MDL responsible.

Date

Suppliers Seal

Authorized Signature of the suppliers

Certified that the particular as per Serial No. 1 to 14 are correct as per our records.

Date

Bank's Stamp

Authorized Signatories of Bank Officers



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[Annexure-M.1](#)

DECLARATION CERTIFICATE FOR LOCAL CONTENT **(Tender value Less than Rs 10 Crores)**

This declaration must form part of all tenders & it contains general information and serves as a declaration form for all Bidder. (Before completing this declaration, Bidder 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

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 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: _____
Seal / Stamp of Bidder

DATE: _____



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Annexure-M.2

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SIGNATURE: _____

DATE: _____

Stamp / Seal of the company



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[ANNEXURE- P](#)

(On 500 Rs. Stamp Paper)

FORMAT

PROFORMA BANK GUARANTEE FOR SECURITY DEPOSIT

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 Messer’s 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 Security Deposit 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 includes its successor and assign) hereby agree to pay to the purchaser without any demur on first demand amount not exceeding Rs.....(Rupees.....only) being 5% of the order value against any loss or damage, costs, charges and expenses cause 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 & 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 term thereof or committed breach of any terms and conditions of the order and the extend 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 right 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 related 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 power excisable 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



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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 up to 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 + four weeks from the date of expiry of this guarantee).

8. This Guarantee shall be governed by Indians 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")



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[Annexure-R](#)

**PROFORMA OF UNCONDITIONAL AND IRREVOCABLE INSURANCE SURETY
BOND FOR PERFORMANCE SECURITY**

(ILLUSTRATIVE FORMAT)

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

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 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 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 includes 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 favour of the Purchaser all the rights and defences to which we as surety may be entitled to.

3. 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 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.

4. We, the Surety 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



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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, the Surety further undertake not to revoke this Bond during its currency except with the previous consent of the Purchaser in writing.

6. 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.

7. Notwithstanding anything contained herein above:

- (i) Our liability under this Bond shall not exceed Rs.....
- (ii) This Surety Bond shall be valid upto 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).

8. 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 authorised
to sign on behalf of "the Surety")



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[Annexure-S](#)

Vendor's Contact Details

Name of Firm	
Tender Executive – 1 Contact Details	
Name	
Designation	
Contact No.	
Email Id.	
Tender Executive – 2 Contact Details	
Name	
Designation	
Contact No.	
Email Id.	



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[Annexure-T](#)

Technical documents to be uploaded in Technical Bid **(Ref clause 11 of tender Enquiry)**

1. Blank Rate sheet **(Annexure-B)**
2. Declaration of quoted prices in GEM on all-inclusive basis i.e. including GST, all taxes, duties, local levies/ transportation etc.
3. Acceptance of Service Level Agreement **(Annexure-C)**
4. Acceptance of General Conditions of Contract (GCC) **(Annexure-D)**
5. **Signed and stamped acceptance** of GST Terms and conditions **(Annexure-F)**
6. Copies of valid UDYAM Registration or Approval certificates (if any) of the following shall be uploaded on-line:
 - a) Micro Enterprises.
 - b) Small Enterprises.
 - c) ISO Accreditation.
7. Declaration Certificate for Local content. **(Annexure-M.1)**
8. Declaration by bidder for Restrictions under rule 144(xi) of general financial rules GFRs, (2017) on Letter head of firm. **(Annexure-H)**
9. RTGS/ NEFT - Mandate Authorization Form **(Annexure – L)**
10. Contact Information **(Annexure – S)**
11. Scanned image of PAN card.
12. Shop & Establishment.