



माझगांव डॉकशिपबिल्डर्स लिमिटेड

(भारत सरकार का उपक्रम)

राष्ट्र के पोत निर्माता

डॉकयार्ड रोड, माझगांव

मुंबई - ४०००१० (भारत)

MAZAGON DOCK SHIPBUILDERS LIMITED

(A Government of India Undertaking)

Shipbuilders to the Nation

Dockyard Road, Mazagon,

Mumbai 400 010 (INDIA)

CIN :U35100MH1934GOI002079

ई-निविदा फॉर्म दो हिस्सों में

e-TENDER ENQUIRY FORM (TEF) Two-Bid System

मंडल: समवाय

DIVISION: CORPORATE

विभाग: तकनीकी सेवाएँ

DEPARTMENT: TECHNICAL SERVICES

निविदा क्रमांक: १९०००००५१

TENDER NO: 190000051

निविदा जारी दिनांक: २१ सितम्बर २०१८

TENDER DATE: 21 September' 2018

निविदा देय दिनांक एवं समय: १९ अक्टूबर २०१८ दोपहर २.३० बजे

CLOSING DATE & TIME: 19 October' 2018 at 1430Hrs

भाग १ - तकनीकी एवं वाणिज्यिक हिस्सा खोलने (ऑनलाइन) कि तिथि एवं समय: २२ अक्टूबर २०१८ दोपहर २.३० बजेसे

Online Opening of Part-I (Techno-commercial Bid): 22 October' 2018, 1430 Hrs IST onwards



माझगांव डॉक शिपबिल्डर्स लिमिटेड प्रासिद्ध निविदाकर्ताओं / विक्रेताओं से निम्नलिखित कार्य के लिए प्रतियोगी ऑनलाइन निविदाएँ दो हिस्सों में (भाग १ - तकनीकी एवं वाणिज्यिक हिस्सा और भाग २ - मूल्य हिस्सा) अपने ई-प्रॉक्यूरमेंट पोर्टल <http://eprocuremdl.nic.in> पे मंत्रित करते हैं।

MAZAGON DOCK SHIPBUILDERS LIMITED INVITES ONLINE COMPETITIVE BIDS from reputed Bidders / Vendors in TWO BID SYSTEM (Part-I Techno-Commercial Bid and Part-II Price Bid) on our e-procurement portal <http://eprocuremdl.nic.in> for the following Work:

कार्य का वर्णन

DESCRIPTION OF WORK

Extension of Shed and Flooring work at Steel Store, South Yard, MDL, Mumbai.

TENDER NO: 1900000051

कार्य का ब्योरा एवं तकनीकी विनिर्देश

GENERAL SCOPE OF WORK & TECHNICAL SPECIFICATIONS:

- 1.1. The Bill of Quantities is attached at **Enclosure 13.**
- 1.2. The brief Scope of work is attached at **Enclosure 26.**
- 1.3. List of Tender Drawings is attached at **Enclosure 1.**
- 1.4. Technical Specifications / List of Preferred Makes for the works are attached separately at **Enclosure 27.**



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**1. निविदाकर्ताओं के लिए निर्देश/ INSTRUCTIONS TO THE BIDDERS:**

1.1. This is an e-tender and bids have to be submitted online ONLY. It is the sole responsibility of the bidders to submit their bids online in time. Bidders are, therefore, advised to commence the bidding process on the e-procurement portal WELL IN ADVANCE (preferably 3-4 working days prior to tender closing date) and not wait for last minute submission of their bids. MDL reserves the right for grant of extension or otherwise without assigning any reason.

1.2. In case any bidder intending to respond against the tender and is not having the DSC to facilitate uploading of his bid, should approach the Service Provider at least 10 working days in advance of the tender closing date requesting for DSC. The request so made to the Service Provider should simultaneously be forwarded to MDL Dealing Officer. In case the DSC is not received within 3 to 4 working days of the request by the bidder, the Head of the concerned Commercial section be informed immediately. If the DSC is not received from the Service Provider three working days prior to the tender closing date, suitable extension to the tender closing date shall be considered if requested by the concerned bidder on submission of requisite supporting documents (scanned copy of application submitted to the service provider).

1.3. In case of any discrepancies between Hindi and English Versions of the Tender Clauses, English Version will prevail.

3.5.1. The online bid can be submitted by the authorized representative of the bidder as detailed below,

3.5.2. By the Proprietor, in case of a proprietary firm; or

3.5.3. By a Partner, in case of a partnership firm and/or a limited liability partnership;

3.5.4. By a duly authorized person holding the Power of Attorney, in case of a Limited or Private Limited Company or a corporation.

1.4. In case of any techno-commercial query prior to submission of bids, the bidder(s) are requested to contact the following from MDL. Letter(s)/emails shall be addressed to AGM (TS), MDL. Contact details are as under:

MDL	
Shri A. M. Abhyankar , AGM / HOD (TS) Email: tscomm@mazdock.com Tel No: +91 22 23764220	Smt. Sangeeta Kamble, M (TS-Comm) Mail: srkamble@mazdock.com Tel No: +91 22 23764248

2. अखंडता समझौता / INTEGRITY PACT: (NOT APPLICABLE FOR THIS TENDER)**3. पूर्व योग्यता मापदंड/ PRE-QUALIFICATION CRITERIA:**

3.1. निविदा जारी दिनांकके पूर्व माह के अंतिम दिवस के समाप्ती तक पीछले सात वर्षों के दौरान समरूप कार्य के सफलतापूर्वक पूरा करने का अनुभव किसी भी निम्नलिखित के अंतर्गत होनी चाहिए:

Bidder's experience of having successfully completed similar works during last 7 years ending 31 Aug' 2018 should be either of the following:

3.1.1. तीन समरूप संपन्न कार्य जिसकी लागत ₹७३ लाख से कम न हो।

Three similar* completed works each costing not less than **₹ 73 Lakhs**

OR

3.1.2. दो समरूप संपन्न कार्य जिसकी लागत ₹९१.२५ लाख से कम न हो।

Two similar* completed works each costing not less than **₹ 91.25 Lakhs**

OR



3.1.3. एक समरूप संपन्न कार्य जिसकी लागत ₹१४६ लाख से कम न हो।

One similar* completed work costing not less than ₹ 146 Lakhs

***Similar Work:** “*Concreting work in flooring (Industrial/Commercial/ Residential / Roads) with reinforcement and structural steel work with roof sheeting works.*”

Further, the firm should have experience of having carried out Structural steel fabrication/alignment work for value of atleast ₹30 lakhs in the above similar completed works or any other one project or two projects put together.

AND

3.2. **Working Bid Capacity:**

3.2.1. The Working Bid Capacity of the Bidder should be equal to or more than the estimated cost of the work put to tender. The Working Bid Capacity shall be calculated as under:

- a) **Working Bid Capacity = $[2 \times A \times N] - B$, where**
- b) **A = Average Annual Turnover of the bidder for the last Three Years (ending 31st March, 2018) from Construction activities.**
- c) **N = Number of years prescribed for completion of work for which bids have been invited.**
- d) **B = Value of existing commitments and ongoing works to be completed (for all the Clients of the Bidder) during the period of Completion of Work for which bids have been invited, duly certified by chartered Accountant.**

3.3. The details submitted by the bidders will be evaluated also considering the Working Bid Capacity of the Bidder apart from other requirements stated in the tender documents to determine bidder's eligibility for the work. In case, the Working Bid Capacity of the Bidder is less than the estimated cost of the work put to tender, the bid shall not be considered for opening of Price Bid (Part-II), **even if the bidder meets the other pre-qualification criteria.**

3.4. The Bidder shall submit the details as required in **clause 3.2.1** above in proforma at **Enclosure-14 & 15.**

3.5. Similar completed works referred above means each work and not all works put together. It is clarified that the work executed by the bidders for their in-house or capital use will not be considered for the purpose of bidder's experience of completion of similar works. The work executed under labour rate where input materials which are supplied by client shall not be considered as experience in similar completed works

3.6. Documentary evidence in support of similar completed works viz., copies of Work Order(s)/Contract Agreement(s) indicating contract amount, Project/Work value, Scope of Work etc. & Work Completion Certificate(s) issued by the Client(s) indicating proper reference of the Work Order/Contract Agreement & date of Completion, duly signed & stamped with company seal shall be scanned and uploaded online. Bidder shall submit scanned copies of TDS certificate/ Copies of Certified invoices of relevant projects when/if asked for by MDL during tendering period.

3.7. Bids from Joint Venture / Consortium are not acceptable.

Note: **MDL reserves the right to demand hard copy(s) of any of the above documents along with originals to verify / cause verification of authenticity of the same, whenever felt necessary.**

**4. स्थल मूयना /SITE VISIT:**

- 4.1. The site for the work is located in Mazagon Dock Shipbuilders Limited at Dockyard Road, Mumbai.
- 4.2. It is considered necessary that the Bidder(s) visit the site and get clear idea about the work involved, before quoting. The Bidder(s) are therefore advised to visit the site and study all the particulars of the site and the nature of the work.
- 4.3. Bidder(s), if required, may contact on telephone no. 022 2376 4243/ 4248 or email: tscomm@mazdock.com for any doubts /clarifications / site visits.

5. बयाना राशि/ बोली प्रतिज्ञापत्र/ EARNEST MONEY DEPOSIT (EMD) / BID BOND:

- 5.1. Bidders shall furnish EMD of **₹3,65,000/- (Rupees Three Lakh Sixty Five Thousand Only)** against this tender.
- 5.2. EMD can be paid online through the link mazagondock.in/onlinepayment.aspx Or following the steps listed below:
- Go to www.mazagondock.in
 - Click on **Online Payment** Tab available on the home page
 - Click on the **Tender** Tab.
 - Make the payment online using Debit Cards, Credit cards, Net Banking, BHIM/UPI etc. after filling the required details.
- 5.3. The EMD can also be remitted directly to MDL Bank Account as per details given below:

Beneficiary's Name	Mazagon Dock Shipbuilders Limited
Name of Bank	State Bank of India
Branch	Mazagon Br.
Branch Code	9054
Bank Address	Mazagon Branch, Mazagon, Mumbai - 400 010
Telephone No. of Bank	23752802
Account No	10005255246
Account Type	Current Account
IFSC /RTGS/NEFT Code	SBIN0009054
MICR / NECS Code	400002120
Income Tax PAN No.	AAACM8029J

5.4. In case bidders pay EMD online or remit the same directly to MDL Bank account through NEFT, they should specifically mention the details of company name as well as nature of remittance, tender number/order number etc in the text/narration fields of Bank's NEFT remittance in order to identify the same. The format at **Enclosure-3** is required to be filled up by the bidder and scanned copy of the same is to be uploaded along with Techno-commercial bid (Part-I).

5.5. EMD can also be submitted in the form of Bank Guarantee in the prescribed format at **Enclosure-6**. The Bank Guarantee should be valid for **04 more weeks** beyond the offer validity period indicated in the Tender and should be drawn from any of the banks in the list of approved Banks by SBI/Canara Bank published on MDL website www.mazagondock.in →Vendors→Bills/EMD Status →List of First Class Bank approved by CPC on 23 February 2016. Bidders submitting EMD by way of Bank Guarantee are requested to inform their issuing Bank to provide complete details viz., address, telephone / fax number(s) and e-mail id on their cover letter enclosing the BG.

5.6. The Scanned Copy of the Bank Guarantee towards EMD shall be uploaded in the Techno-commercial bid (Part-I).



5.7. Bidder shall send the original of the Bank Guarantee towards Earnest Money Deposit (EMD) by Registered Post/Speed Post/Courier/In Person so as to reach the designated addressee within **07 Working Days** from the closing date of the tender during office working hours i.e. up to 1730 hrs. Timely submission of the original EMD instrument is the responsibility of the bidders and no reasons / excuses in this regard will be entertained by MDL. The Address Label of the Designated Addressee is at **Enclosure-25**

5.8. **If the original of EMD instrument is NOT RECEIVED within the stipulated period of 07 Days from the closing date of the tender, the Bids / Offers will be liable for rejection.**

5.9. EMD of unsuccessful bidders will be returned after finalization of the tender and shall be interest free.

5.10. EMD of successful bidder will be returned after submission of Performance Bank Guarantee and shall be interest free.

5.11. The Earnest Money Deposit shall be forfeited by MDL in the following events:

5.11.1. If the bidder withdraws, amends, impairs or derogates from the tender, agreed conditions of TNC/CNC/PNC in any respect within the period of validity of his offer.

5.11.2. If the successful bidder declines acceptance of order.

6. बयाना राशि जमा करने से छूट / EXEMPTION FROM SUBMISSION OF EMD:

6.1. State & Central Government Of India Departments & Public Sector Undertakings.

6.2. Firms registered with MDL. To qualify for EMD exemption, firms should necessarily submit valid copy of the Registration Certificate issued by MDL, for the items for which the offer is being submitted, in Part-I offer/bid. Firms in the process of obtaining MDL registration will not be considered for EMD exemption.

6.3. Firms registered with NSIC under its "Single Point Registration Scheme" (Exemption will apply only to items/services & value up to which bidders are registered with NSIC). To qualify for EMD exemption, firms should necessarily submit valid copy of the Registration Certificate along with the list of items / services for which they are registered, as issued by NSIC, in Part-I offer / bid. Firms in the process of obtaining NSIC registration will not be considered for EMD exemption.

6.4. All Micro & Small Enterprises (MSEs) subject to their submitting the Registration Certificate from the Competent Authority regarding their Micro/Small Industry status in Part-I offer / bid.

6.5. Common/Deemed DPSU registered vendors qualify for EMD exemption. Such firms shall submit valid copy of the registration certificate issued by DPSUs (other than MDL) for the items/services for which the offer is being submitted in part-I offer/bid. Firms in process of obtaining registration in other DPSUs will not be considered for EMD exemption.

6.6. Green Channel Status vendors qualify for EMD exemption. Such firms shall submit valid copy of the Green channel certificate issued by MoD for the items for which the offer is being submitted in Part-I offer/bid. Firms in process of obtaining this certificate will not be considered for EMD exemption.

7. वैधता अवधि / VALIDITY PERIOD:



7.1. Bids / Offers shall remain valid for a period of not less than **120 Days** after the deadline date of submission.

7.2. Technically accepted bidder shall be given opportunity to accept validity as per the tender in case of shorter validity quoted by him. Non-acceptance thereafter shall be rejected by MDL as non-responsive.

8. दो प्रणाली में ऑनलाइन प्रस्ताव प्रस्तुत करे /**ONLINE SUBMISSION OF OFFER IN TWO-BID**

SYSTEM:

8.1. Offer must be submitted in Two parts i.e. Part-I (Techno-Commercial Bid) and Part-II (Price Bid) as appearing online on the portal <http://eprocuremdl.nic.in>

8.1.1. **Techno-Commercial (Part-I) Bid:** Bidders permanently registered with Mazagon Dock Shipbuilders Limited shall submit the following:-

- a) Acceptance on clauses of Tender Enquiry (TEF) in the Prescribed Format **appearing online** stating 'Accepted' OR 'Not Accepted' as applicable for each of the clause.
- b) Acceptance on clauses of Standard Terms & Conditions (STACS) in the Prescribed Format **appearing online** stating 'Accepted' OR 'Not Accepted' as applicable for each of the clause.
- c) Acceptance on clauses of General Terms & Conditions (GT&C) in the Prescribed Format **appearing online** stating 'Accepted' OR 'Not Accepted' as applicable for each of the clause.
- d) Deviations, if any, from Terms, Conditions & Technical requirements specified in the Tender Enquiry, GT&C and STACS with reasons thereof shall be clearly indicated against the relevant clause(s) **in the form appearing online in Part-I bid.**
- e) Documentary evidence in support of Past experience and Performance on Similar work(s) during the last 7 years, stipulated under **Clause 3**, as applicable **shall be uploaded in online Part-I bid.**
- f) CA certified Average Audited Annual financial turnover during the last 3 years ending **31st March, 2018** for at least **₹ 243.33 Lakhs**, duly self attested and stamped with their company seal.
- g) Bidders shall upload scanned copies of Audit certified Balance Sheets & Profit/Loss Accounts for the last 3 years in Part-I bid. Draft Audited Reports are not acceptable.
- h) Bidders shall furnish Working bid Capacity as required in **clause 3.2.1** and **Enclosure-14 & 15** duly certified by Chartered Accountant and scanned copy of the same shall be uploaded in online Part-I bid.
- i) Bidder's Undertaking at **Enclosure-2** shall be duly filled in, signed & stamped with company seal and scanned copy of the same shall be uploaded in online Part-I bid.
- j) Scanned copy of Bank details for payment by NEFT/RTGS/ECS at **Enclosure-4**, duly filled in, signed & stamped by the bidder and authenticated by the Banker shall be uploaded in online Part-I bid.
- k) Scanned copy of **GST Registration Certificate & Permanent Account Number (PAN)** duly signed & stamped with company seal shall be uploaded in online Part-I bid.
- l) Bidders registered with Mazagon Dock Shipbuilders Limited **shall upload scanned copy** of Valid Registration Certificate issued by MDL, for the items/services for which the offer is being submitted, in online Part-I bid.
- m) Bidder shall submit Declaration for Banned or delisted Tenderer/firms/Vendors as per **Clause 17** and **Enclosure- 12** duly filled in, signed & stamped with company seal and scanned copy of the same shall be uploaded in online Part-I bid.
- n) Bidder shall submit Declaration certificate for Local Content as per **Clause 30** at **Enclosure- 18** duly filled in, signed & stamped with company seal and scanned copy of the same shall be uploaded in online Part-I bid.



- o) Bidders not registered with Mazagon Dock Shipbuilders Limited shall submit the following **in addition to the above**.
- Upload a scanned image of Bidder's company profile duly self attested and stamped with their company seal in online Part-I bid.
 - Upload a scanned image of Valid Bidder's Shop & Establishment Registration Certificate self attested and stamped with their company seal in online Part-I bid.
 - Upload List of Equipment with its Model / Year / working status along with details of manufacturing facilities duly self attested and stamped with their company seal in online Part-I bid.
 - Upload List of Personnel with their designations, Qualification & Experience duly self attested and stamped with their company seal in online Part-I bid.
 - Key Personnel available for this Project, refer **Enclosure-24**
- p) Bidders registered with NSIC in the relevant category as defined in the similar work **shall upload scanned copy(s)** of Valid Registration Certificate along with the list of items / services for which they are registered with NSIC. Similarly, Bidders registered as Micro / Small Enterprises (MSEs) in the relevant category as defined in the similar work **shall upload scanned copy(s)** of Valid Registration Certificate, issued by the Competent Authority, along with the list of items / services for which they are registered.
- q) The scanned image of BG towards Earnest Money Deposit (EMD) / BID BOND as stipulated in **TEF clause no. 5** shall be uploaded. The original of the above BG towards Earnest Money Deposit (EMD) / BID BOND shall be sent by Registered Post/Speed Post/Courier to Addl.General Manager (Technical Services) in a sealed envelope super scribing Tender Enquiry No. and Due date, so as to reach within **07 Days** from the closing date of the tender during office working hours i.e. up to 1730 hrs, **addressed To,**

उपर महाप्रबंधक (तकनीकी सेवाएँ),
तकनीकी सेवाएँ विभाग,
पहला मंज़िल, प्रशासनिक बिल्डिंग,
अल्कोक यार्ड, माझगांव डॉकशिपबिल्डर्स लिमिटेड,
डॉकयार्ड रोड, मुंबई – ४०००१० (भारत)
Addl. General Manager (Technical Services),
Technical Services Department,
1st Floor, Admin Building,
Alcock Yard,
Mazagon Dock Shipbuilders Limited,
Dock Yard Road,
Mumbai – 400010 (INDIA)

The address label of the addressee is at Enclosure 25 on the envelope

Notes:

- MDL has a right to verify / cross verification of authenticity of the scanned documents with respect to original submitted against this tender.
- The bidder is requested to **ensure that all the documents asked for are submitted** and are clear, legible & duly signed (i.e. self-attested), as it would save considerable time without necessitating the need for furnishing of the documents again by them. The bidder is also requested **not to submit unnecessary documents not asked for, like signed & stamped copy of this Tender document, etc.**
- The bidder is required to compulsorily select "ACCEPTED" or "DEVIATION" from the dropdown field choices available against the relevant Para no. /Clause no. of



TEF/STACS/GT&C (as applicable). In case “DEVIATION” is selected against a particular Para no. /Clause no., it would be mandatory to explain the deviation proposed by the bidder in the Deviation form at **Enclosure-23**. Any deviation(s) mentioned elsewhere in the Offer/Bid, other than in the said forms, will not be considered.

8.1.2. **मूल्य हिस्सा(भाग-२) /Price Bid (Part-II):**

- a) Price Bid as appearing in the format is **to be filled ONLINE ONLY** by the bidder.
- b) The estimated rates for various items in the Bill of Quantities (BOQ) are as appearing online in the Price Bid (Part-II).
- c) The quantities of individual items in the BOQ are approximate and may vary.
- d) Bidders after considering the estimated rates of individual items in the BOQ and the total estimated value shall quote their overall percentage at par, below or above the estimated rates.
- e) The percentage quoted/agreed by the Bidder shall be applied to the estimated rates of individual items in the BOQ, truncating off to two decimal places, to arrive at the order value.
- f) The Lowest Bidder (L1) shall be evaluated based on the overall cost quoted by the bidder including applicable Goods & Service Tax, which is 18% at present.

9. **बोलियों का मूल्यांकन/EVALUATION OF BIDS:**

9.1. The bids shall be evaluated on “all inclusive basis” considering the rates quoted by the bidders in the Price Bid (Part-II) & applicable GST, which is presently @ 18% and loading parameters, as applicable. In this context please refer **Clause no. 26** of Tender Enquiry Form (TEF) for detailed information.

10. **निविदाएँ खोलने की प्रक्रिया /OPENING OF BIDS:**

10.1. **Part-I (Techno-commercial Bid):** Part-I bid will be opened online on the due tender opening date from 1430 hrs onwards in Technical Services Department. Bidder(s), who wish to remain present during the tender (Part-I) opening, should nominate on their **company letterhead** the name and designation of one person authorised to remain present at the time of opening the bid and send this letter so as to reach the undersigned at least one working day prior to the closing date of the tender. However, the bidder can view the tender online by logging their user ID on the portal **<http://eprocuremdl.nic.in>**

10.2. **Part-II (Price Bid):** After completion of Technical scrutiny, intimation for opening of Part-II bid will be communicated only to technically accepted bidders. Such intimation may be given at a short notice by Fax, E-mail or even by telephone, only to the technically accepted bidder(s). If any such technically accepted bidder wishes to remain present at the time of opening the Price Bid, he may depute one representative with proper authorization letter on their company letterhead. Alternatively, bidders can view the price bids online from their location by logging on to the portal **<http://eprocuremdl.nic.in>** with their Class-III B digital signature certificate.

11. **बोली अस्वीकृति करनेकी मापदंड /BID REJECTION CRITERIA:**

11.1. Following bids shall be **categorically rejected**:

- 11.1.1. Bids received after tender closing date and time.
- 11.1.2. Bids received without EMD (other than those who are exempted from payment of EMD), or relevant documents in respect of exemption from submission of EMD as specified in the tender
- 11.1.3. In case of e-tenders, if the date of issue of EMD (BG) is later than the tender closing date.
- 11.1.4. Bidders not accepting Public Procurement (preference to Make in India) Order 2017.
- 11.1.5. Bidder who is found debarred based on the information uploaded on GeM/ CPPP Portals as on tender due date & time.



- 11.2. Following bid rejection criteria may render the bids **Liabie for Rejection:**
- 11.2.1. Bidder's failure to submit sufficient or complete details for evaluation of the bids within the given period which may range in between two to three weeks depending on the deficiencies noticed in the drawings / technical data which shall not however conflict with validity period. However, over all time allowed in respect of normal procurement shall not exceed 3 weeks and one week in case of emergency procurement.
 - 11.2.2. Incomplete / misleading / ambiguous bids in the considered opinion of TNC.
 - 11.2.3. Bids with technical requirements and or terms not acceptable to MDL / Customers / External agency nominated as applicable.
 - 11.2.4. Bids received without pre-qualification documents where required as per the tender.
 - 11.2.5. Bids not meeting the pre-qualification parameters stipulated in the tender enquiry.
 - 11.2.6. Bidders not agreeing to supply spares (onboard spares, B & D spares) / post sale product support / post work completion support.
 - 11.2.7. Unreasonably longer delivery period quoted by the firm.
 - 11.2.8. Validity period indicated by bidders is shorter than that specified in the tender enquiry.
 - 11.2.9. Bidders not agreeing to furnish required Security Deposit / Required Contract Performance Guarantee till completion of the supplies / services as per contract.
 - 11.2.10. Bidders not agreeing to furnish Performance Bank Guarantee for Equipment supplied / Services rendered or not agreeing for retention of equivalent amount by MDL upto the period till completion of contractual & Guarantee / Warranty obligations.
 - 11.2.11. In case of e-tenders, the original of the uploaded copy of EMD (BG) if received after seven days of the tender closing date.
 - 11.2.12. In case of blacklisted or banned or de-listed by any Government or quasi Government agencies or PSUs as mentioned in **Clause no: 17**, MDL reserves the right to accept or reject the bid based on the ground/reasons of blacklisted or banned or de-listed.

12. समापन अवधि / DELIVERY PERIOD / COMPLETION SCHEDULE:

12.1. The entire work shall be completed within a period of **09 (Nine) MONTHS including mobilisation period of 3 weeks and monsoon period**, from the date of placement of Purchase Order.

12.2. **The successful bidder shall submit a Detailed Bar Chart/Work Schedule indicating activities, milestones, deployment of resources/manpower for execution of the work, within 02 Weeks after receipt of the Purchase Order.**

13. मूल्य निर्धारण / PRICING:

13.1. All materials shall be procured by the contractor as specified in the Technical Specification/Bill of Quantities, at his own cost and the price quoted shall be deemed to be inclusive of all applicable taxes, transportation, storage, royalties, handling, etc. The contractor should produce challans / bills of the materials and its quantity brought to the site as and when required by the Client.

13.2.

14. कार्य एवं माप का क्रियान्वयन / EXECUTION OF WORK AND MEASUREMENT:

14.1. All works shall be carried out and measured as per specifications and standard Engineering practice and mode of measurements, conforming to the relevant IS code. The Contactor shall ensure that skilled workmen in their respective trades are employed. He



shall also employ qualified Engineer(s) / Supervisor(s) experienced in similar type of work, as required, for execution of work efficiently.

14.2. Request for permission for working on Saturday / Sunday / holidays if required, should be submitted 3 working days prior to the date of holiday, to Personnel department and Security through Technical Services Department.

14.3. The work is to be carried out in the area where MDL's normal activities are in progress. The Contractor has to plan his work in such a way as not to disturb the normal activities of MDL. The contractor shall not be paid for any compensation for idle period if generated due to any reason whatsoever. Reasonable extension in time, however, may be considered on application in writing.

14.4. All the quantities indicated in the Bill of Quantities are indicative only. However, the Contractor shall be paid for the actual work carried out at site in line with the Contract terms and conditions.

14.5. All the works under or in course of execution or executed in pursuance of the contract shall at all times be open to inspection and supervision of the MDL and the Contractor at all times during the usual working hours, offer assistance for the inspection of work. Orders given to the Contractor's agent shall be considered to have the same force as if they had been given to the contractor himself.

14.6. The Contractor shall submit supporting documents such as Delivery Challan(s), Release note from the nominated Inspection Agency, Test reports / Certificates, Packing Lists, Invoice, Performance Guarantee, Storage / Preservation / Installation / Commissioning / Maintenance Procedures & other Technical documentation in requisite sets as relevant along with the invoice for the purpose of certification by MDL.

14.7. Contractor shall be responsible for procuring all the materials required for construction. Contractor shall arrange for testing of materials from approved laboratory and submission of test certificates as per specification in accordance with relevant IS Codes. The cost towards testing is deemed to be included in the quoted rates.

14.8. All construction materials procured by the contractor should be of approved quality and free from defects. MDL has got all the Rights to Test and Reject any material in part or in full at any point of time. MDL reserves the right to take random samples from materials delivered by the Contractor at site and send the same for testing at Govt. approved laboratory(s). Cost towards the same shall be borne by the Contractor.

14.9. Contractor shall arrange for equipments / instruments with valid calibration certificate as required at site. The cost towards the same is deemed to be included in the quoted rates.

14.10. The Contractor shall comply with the sanitary requirements of the local Medical Health Authorities and bear the cost of any charges levied by such Authorities for the execution of work.

14.11. Design of Foundation, Steel Store Shed and Concrete Floor:

- a) Contractor shall have to engage the service of a Structural Consultant for design of foundations, Shed and Reinforced Concrete Floor. Contractor to obtain necessary approval of MDL prior to availing services of structural Consultant by submitting details of the same.
- b) The technical Specification provided with this tender are General Specification. The Contractor may propose additional /alternate Technical Specifications as per their design and item of work in compliance with relevant IS Code, if there is a saving in time and cost..



- c) The Structural design shall be based on detailed analysis carried out as per relevant IS Code. The analysis shall preferably be carried on Latest Software.
- d) The Contractor shall have to submit the detailed design calculations & structural drawings to MDL for approval prior to commencement of construction. The design, submitted by the bidders shall be 'proof checked'/approved by third party by MDL & the changes as suggested by them is required to be incorporated in the design/ drawing/ BOQ etc by the contractor at no extra cost to MDL. The construction shall be carried out as per approved design/drawings.
- e) The contractor shall submit 06(Six) sets of all final MDL approved drawings in hard copy, 02(Two) hard copies of Design Data and 01 (One) soft copy in AutoCAD.

15. स्वच्छता /HOUSEKEEPING:

15.1. Debris generated during execution of work shall be promptly disposed off outside MDL. The site will be maintained clean at all times and the Contractor is expected to budget for the same. Also, during dignitary visits, temporary works materials, debris etc shall be shifted suitably without any additional cost to MDL.

15.2. MDL has Designated Bins separately for Scrap Steel, Wood Scrap & Rubbish. Contractor shall segregate unusable scrap steel, wood, rubbish, if any, and deposit the same in the nearest respective bin.

15.3. In case the debris even in small quantities are not removed/ the site is not maintained clean within 24 hours of verbal/written instruction to the contractor, the clearing job shall be done by MDL at Contractor's risk and cost incurred for the same shall be recovered from the Contractor's bills.

16. सुरक्षा और प्रशिक्षण /SAFETY AND TRAINING:

16.1. During the Construction Period, Safety Engineers shall be deputed on site as and when required and directed by MDL. This is mandatory requirement.

16.2. All the workers, Engineers of the contractor shall have Safety PPE's (Personnel Protective Equipments) like Safety Helmets, Safety Shoes, Safety Belts, Hand Gloves, and Goggles etc. Contractors shall also have provision for minimum 5 to 10 visitors PPE's. The periphery of the building shall be covered with the Green net. The contractor shall also provide Safety net and Safety Belts for height work.

16.3. All workers on site shall adhere to the best safety practices applicable. All personal, process & material safety procedures shall be planned & implemented on site. Training & regular inspection shall ensure that safety standards are met.

16.4. First Aid kit & First aid training shall be given to all key members of the Site team.

16.5. Proper signages shall be placed on site. Warning in case of any critical/hazardous activity shall be given prior to starting of such activity.

16.6. All workers, supervisor's contractor shall optimum training regarding all aspects of site management prior to commencement of work.

17. प्रतिबंध निविदाकार/फर्म/विक्रेता /BANNED OR DE-LISTED TENDERER/ FIRMS / VENDORS:

17.1. The Bidder / 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 Tenderer's entities as stated above have been blacklisted or banned or de-listed by any Government or quasi Government agencies or PSUs, this fact must be clearly stated in the prescribed format **online** at **Enclosure 12**. Filling the information in the said format is Mandatory for every Tenderer. MDL reserves the right to ask for additional information and right to accept /reject the bid.

**18. अतिरिक्त कार्य /EXTRA ITEMS/VARIATION IN QUANTITY:**

18.1. Extra items of works, if any, shall be determined supported by a rate analysis on the following basis:

18.1.1. Rates derived from similar items of this Contract.

OR

18.1.2. Rates for similar items of work executed through other agencies for MDL recently.

OR

18.1.3. Rates mutually agreed to.

18.2. Growth of work in the quantities of items in the BOQ is permitted provided the total value of the growth does not exceed 25% of the original order value.

18.3. MDL reserves the right to conduct price negotiations with the Contractor in the following cases:

18.3.1. Finalisation of rates for extra items.

18.3.2. To seek reduction in the unit rates of the items for the excess quantity, if the total value of growth exceeds 25% of the original order value.

19. भुगतान की शर्तें /TERMS OF PAYMENT:

19.1. MDL payment terms shall be as under:

19.1.1. The payment for work done will be made through RTGS/NEFT/ECS as per the actual quantities of the work executed by way of running account bills per item basis (R. A. R) on monthly basis.

19.1.2. The bills must be submitted in duplicate along with the joint measurements taken at site duly approved by the designated representatives of the Technical Services department.

19.1.3. The payment against bills will be made between 15 to 20 days of its receipt in MDL along with all the necessary documents, copy(s) of invoices of materials, wherever applicable, etc. including 'Work Completion Certificate', required for processing the bills.

19.1.4. Before submission of the final bill, the Contractor should sign and submit a "No Claim Certificate" indicating that he has no claim against the company under the contract except as included in the final bill.

20. दोष दायित्व अवधि /DEFECT LIABILITY PERIOD (DLP):

20.1. The defect liability period shall be **Three Years** from the date of actual completion of entire work.

20.2. Defect Notification Period is 15 days from the last date of Defect Liability period. The contractor shall have to rectify any defects noticed in the work either by way of bad material or workmanship during the Defect Liability Period at no extra cost to MDL, on priority.

21. अनुबंध निष्पादन गारंटी /CONTRACT PERFORMANCE GUARANTEE:

21.1. Within 21 days after placement of order, the successful bidder shall submit "PERFORMANCE BANK GUARANTEE" as per MDL format at **Enclosure-7** for 10% of contract value valid till 30 days beyond the stipulated Defect Liability Period of **Three years** from actual completion of entire work.

21.2. The Bank Guarantee shall be only from banks as per list approved by SBI / Canara Bank published on MDL website. Bank Guarantee from banks not mentioned in the aforesaid approved list shall NOT be accepted.

21.3. In case of non submission of PBG, the invoices raised by the bidder shall be processed after withholding the amount of PBG till its submission. The amount shall be



released without interest on submission of PBG & receipt of confirmation from Bank of having issued the same. In addition, **clause 21.4** of TEF shall prevail in case of delay in submission of PBG.

21.4. In case of delays in submission of the Performance Bank Guarantee, MDL reserves the right to charge Interest @ SBAR+2% from the firm for such period of delays.

21.5. The Performance Bank Guarantee will be returned only after expiry of the 30 Days beyond the Defects Liability Period of **Three Years** from actual completion of the work, provided there are no pending defects for rectification, already notified to the contractor. However, in cases where rectification of defects notified are not likely to be completed by the Contractor before expiry of the DLP, the Contractor will have to extend the Performance Bank Guarantee suitably or as requested by MDL.

22. जल रिसाव के खिलाफ बैंक गारंटी / BANK GUARANTEE AGAINST WATER LEAKAGE:

22.1. In case of works involving roofing/cladding work, Contractor shall submit Bank Guarantee against Water Leakage, as per MDL format at **Enclosure-9**, for the value 10% of the total amount of **roof sheeting/cladding works**, as indicated in the Purchase Order, valid for a period of 5 years from the satisfactory completion of **roofing/cladding work**. The Bank Guarantee shall be submitted before completion of the project/final bill.

22.2. Alternatively, in case, the amount of Bank Guarantee against Water Leakage is less than Rs 10,000/-, a retention towards Bank Guarantee against Water Leakage shall be made from the invoices of the Contractor which shall be released after expiry of the period of 5 years from successful completion of the **roof sheeting/cladding works**, works provided there is no defect observed leading to water leakage during the said period required to be rectified by the Contractor.

23. जलरोधी गारंटी / WATERPROOFING GUARANTEE: (NOT APPLICABLE FOR THIS TENDER)

24. बीमा / INSURANCE:

24.1. The successful bidder has to keep MDL indemnified against any claims by purchasing **CONTRACTOR'S ALL RISK** insurance policy for the full value of the Contract from any Insurance Company of repute.

24.2. The policy shall be obtained in the **joint names of MDL and the Bidder**, with MDL's name appearing first. The Policy should be of full value of the Contract and shall be valid till the completion of the works. Successful bidder shall submit the policy within 21 days from the date of placement of order.

24.3. The original of policy shall be lodged with MDL.

25. बोलीदाताओं का दायित्व / BIDDER'S OBLIGATION:

25.1. Bidder shall abide by all Terms of Tender Enquiry (TEF), Standard Terms And Conditions (STACS) for Civil Works, General Terms And conditions (GT and C) for Civil Works and respective acceptance formats **are to be filled as appearing online in e-Techno-Commercial (Part-I) bid**. The bidder shall also abide by the statutory requirements, Official Secret Acts 1923, Safety Code and Security Procedure, which can be downloaded from www.mazdock.com → Tenders → Technical Services.

26. कर और शुल्क / TAXES AND DUTIES:

26.1. GST as per GST Laws shall be payable extra as quoted and agreed.



- 26.2. In case of purchases of goods/services from unregistered dealers under GST Laws, GST will be paid by MDL under reverse charge mechanism.
- 26.3. 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.
- 26.4. If the vendor is registered under GST, vendor shall mention the HSN code for goods &/or SAC for services in their tax invoice, etc. These codes must be in accordance with GST Laws and responsibility of specifying correct HSN codes for goods &/or SAC for services is that of the vendor. MDL shall not be responsible for any error in HSN code for goods &/or SAC for services specified by supplier / 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.
- 26.5. 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.
- 26.6. 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.
- 26.7. 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).
- 26.8. 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.
- 26.9. The rate sheet enclosed with the tender will indicate the rates to be entered under each head wherever applicable. Bidders must clearly mention the applicable Taxes & Duties unless otherwise stated in tender. 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).

26.10. **Stamp Duty:** It shall be incumbent on the successful tenderer to pay Stamp duty on the contract. As per the provision made in article 63, Schedule-I, read with section 30, of the Maharashtra Stamp Act (Bombay Act LX of 1958), Stamp duty is payable by the successful tenderer for “works contract” that is to say, a contract for works and labour or services involving transfer of property in goods (whether as goods or in some other form) in its executions and includes a sub-contract, as under:

Contract Value	Stamp Duty
a. Where the amount or value said forth in work contract does not exceed ₹ 10 Lakhs.	₹500.00
b. Where it exceeds ₹ 10 Lakhs	₹500.00 +0.1% of the amount above ten lakhs subject to maximum of ₹ 25 lakhs.

26.11. Bidder(s) will not be entitled to any increase in rate of taxes occurring during the period of extended delivery schedule, if there is delay in supply / completion attributed to him. However, if there is a decrease in taxes, the same must be passed on to MDL.

26.12. Wherever all inclusive prices are quoted by the Bidder(s) without bifurcation of tax elements, no escalation can be considered in respect of any variations in statutory levies arising subsequently because of the absence of the required base figures in the purchase order / contract.

26.13. Taxes and other levies shall be deducted at source, wherever applicable, from the bills of the Contractor/Bidder as per statutes.

26.14. Any increase/decrease in taxes, duties & levies or introduction of new taxes due to change in the legislation shall be subject to adjustment.

27. **प्रगति रिपोर्ट /PROGRESS REPORT:**

27.1. Daily progress report, Monthly progress report, Photographs (Camera shall be used as per MDL rules & regulations) shall be prepared by the Contractor and submitted to the MDL in two copies.

27.2. The Contractor shall appoint the Contractor's Representative with prior written approval from the MDL and shall give him all authority necessary to act on the Contractor's behalf under the Contract.

27.3. The Contractor shall not, without the prior consent of the MDL, revoke the appointment of the Contractor's Representative or appoint a replacement.

27.4. The Contractor's Representative shall, on behalf of the Contractor, receive instructions from the Architect / the MDL.

27.5. The Contractor's Representative may delegate any powers, functions and authority to any competent person, and may at any time revoke the delegation. Any delegation or revocation shall not take effect until the Employer has received prior notice signed by the Contractor's Representative, naming the person and specifying the powers, functions and authority being delegated or revoked. The Contractor shall appoint a team of qualified



persons having adequate experience in execution of such works for assisting the Contractor's Representative.

27.6. The Contractor has to co-ordinate with the other specialised agencies so working on the project so as to ensure a proper end product of the work.

28. स्थापना, परीक्षण और कमीशन के लिए सहायता /ASSISTANCE FOR INSTALLATION, TESTING, COMMISSIONING AND OTHER SUCH TECHNICAL ACTIVITIES:

28.1. **Power:** Power, if available and required by the Contractor, may be supplied in single phase or three phases, at a single nearby source free of cost. The contractor shall make his own arrangement for electrical fittings, cables/wires, welding transformers, etc. at his own cost.

28.2. **Water:** Water, if available, and required by the Contractor, may be supplied by MDL free of cost. However, the contractor shall make his own arrangement for connecting lines, storage etc. at his own cost.

28.3. **Equipment/Machinery:**The contractor shall make his own arrangement for all equipment, machinery, tools and tackles etc.

28.4. **Construction Material:** All the materials required for works procured by the Contractor shall be of reputed make and as approved by MDL. The rate shall be inclusive of transportation, storage, security, handling etc.

28.5. **Consumables:** All the consumables required for the works including temporary works, allied/ associated job etc shall be procured by the Contractor including transportation, storage, security, handling etc.

29. मूल्य वरीयता /PRICE PREFERENCE:

29.1. NO PRICE PREFERENCE SHALL BE GIVEN TO ANY BIDDER IRRESPECTIVE OF THEIR STATUS.

30. क्रय वरीयता /PURCHASE PREFERENCE

30.1. Purchase preference to Local Suppliers (LS) shall be applicable in the manner specified hereunder:

30.1.1. Cases where tender value is ₹50 Lakhs or less and where Nodal Ministry has communicated that there is sufficient local capacity and local competition, "Only local suppliers shall be eligible for participation in the tender and MDL shall have right to place contract / order on local suppliers only. **(Not Applicable for this tender)**

30.1.2. Cases where tender value is more than ₹50 Lakhs, the provisions of subparagraph 30.2 or 30.3, as the case may be, shall apply:

30.2. Items / goods "**divisible**" in nature, the following procedure shall be followed:

30.2.1. Among all qualified bids, the lowest bid will be termed as L1. If L1 is from a local supplier, the contract for full quantity will be awarded to L1.

30.2.2. If L1 bid is not from a local supplier, 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the local supplier will be invited to match the L1 price for the remaining 50% quantity subject to local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such local supplier subject to matching the L1 price. In case such lowest eligible local supplier fails to match the L1 price or accepts less than the offered quantity, the next higher local supplier within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded



accordingly. In case some quantity is still left uncovered on local suppliers, then such balance quantity may also be ordered on the L1 bidder.

30.2.3. If in the opinion of MDL, the tender cannot be divided in the manner, as stated above i.e 50:50, MDL, shall have the right to award contract on eligible LS for the quantities as may be divisible & desired in tender.”

30.3. Items goods which are **“not divisible”** in nature and in procurement of services where the bid is evaluated on price alone, the following procedure shall be followed:

30.3.1. Among all qualified bids, the lowest bid will be termed as L1. If L1 is from a local supplier, the contract will be awarded to L1.

30.3.2. If L1 is not from a local supplier, the lowest bidder among the local suppliers will be invited to match the L1 price subject to local supplier's quoted price falling within the margin of purchase preference and contract shall be awarded to such local supplier subject to matching the L1 price.

30.3.3. In case such lowest eligible local supplier fails to match the L1 price, the local supplier with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the local suppliers within the margin of purchase preference matches the L1 price, then the contract may be awarded to the L1 bidder.

Notes:

- i) **“Local Supplier”** means a supplier or service provider whose product or service offered for procurement meets the minimum local content, as prescribed under the said Order or by the competent Ministries / Department in pursuance of said order. A Local Supplier can be an Indian or foreign bidder.
- ii) **“Local content”** means the amount of value added in India, which shall unless otherwise prescribed by Nodal Ministry, 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. The minimum local content shall ordinarily be **50%**, which is to be indicated in tender. Nodal Ministry may prescribe a higher or lower percentage in respect of any particular item and may also prescribe the manner of calculating local content. Increase in minimum local content:
 - a) Nodal Ministry may annually review the local content requirements with a view to increasing them, subject to availability of sufficient local competition with adequate quality.
 - b) The local content can be increased through partnerships, cooperation with local companies, establishing production units in India or Joint Ventures (JV) with Indian suppliers, increasing the participation of local employees in services and training them.
- iii) **“L1”** means the lowest tender or lowest bid or lowest quotation received in a tender, bidding process or other procurement solicitation, as adjudged in the evaluation process as per the tender or other procurement solicitation.
- iv) **“Margin of Purchase Preference”** means the maximum extent to which the price quoted by local supplier may be above the L1 for the purpose of purchase preference. The margin of purchase preference shall ordinarily be **20%**, which is to be indicated in tender.
- v) **“Nodal Ministry”** means the Ministry or Department identified pursuant to the said Order in respect of a particular item of goods or services.

30.4. **Declaration of Local content:**

30.4.1. Participating bidders shall indicate their status on being Local Supplier or not. Local Supplier seeking purchase preference should declare that the



item and service offered meets the minimum local content & indicate its percentage in their offer which shall meet (or even offer more) required contents specified in tender. This declaration is necessary even if Custom Duty Exemption and / or ERV (if applicable) are not being sought. Following documents are to be submitted in technical offer-Part-I bid:

- a) Local Component list i.e Items and services which are being procured / produced domestically by supplier in the system / equipment / service offered against tender. This list shall include all the components, raw materials, sub services etc.
- b) Foreign / Imported Component list i.e Items and services which are being supplied by bidder from outside India in the system / equipment / service offered against tender. This list shall include all the components, raw materials sub services etc.
- c) Bidders shall give the details of the location(s) at which the local value addition is made. Additionally, location(s) details from where foreign / imported components are being supplied be also informed.
- d) Bidders shall give the price break-up in percentage for “Local Component” and “Foreign / Imported Component”.
- e) Custom duty applicable on FE component for all Foreign items.
- f) The Local Supplier are required to provide self-certification as per **Enclosure-18**. Note: In cases of procurement for value in excess of Rs. 10 Crores, the local supplier shall be required to provide a certificate from statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of supplier other than companies) giving the percentage of local content & applicable item wise custom duty.

30.4.2. Bidders are required to note that once the declaration/certification is committed at tender submission stage, the same cannot be altered at technical negotiation stage or after award of contract otherwise would be treated / considered as false declaration by bidder.

30.4.3. Custom duty issue: Imported / FE content is inclusive of all custom duties which is required for arriving local content, there could be situation where bidders may quote different custom duty. Therefore following clauses shall be incorporated.

- a) All bidders should upfront declare line item wise custom duty duly certified. Such declared custom duty percentage will only be considered for arriving local content.
- b) In the event if the rate of custom duty is found higher than the declared custom duty by bidder, then the bidders declaration shall be final for arriving L1 bid. Also in such case the difference in custom duty would be to bidders account. In case of foreign bidders, the same would be to bidders account and shall not be borne or reimbursed by Shipyard.
- c) In the event of rate of custom duty happens to be lower at the time of clearance of goods, then actual custom duty shall be payable.
- d) Notwithstanding above, local content shall be calculated based on the declared custom duty by the bidder in techno-commercial bid.

30.5. Preference to MSE:

- 30.5.1. In case of participation of MSE and Local Supplier against a same tender, MSE bidder will be given preference to match with L1 bidder as per Public Procurement Policy for MSEs Order 2012. MSE Vendor will be evaluated with L1 + 20% (Margin of Purchase Preference ordinary) as MSE does not fall under Public Procurement (Preference to Make in India) Order 2017 as per Public Procurement Policy for MSE Order 2012 and Public



Procurement (Preference to Make in India) order 2017 is not applicable to MSEs.

31. बोलियाँ में संशोधन /MODIFICATION TO THE BIDS:

31.1. Bidders desirous of modifying their bids prior to the closing date & time may do so online in the e-Procurement Portal <http://eprocuremdl.nic.in> prior to the tender closing date & time.

32. सार्वजनिक शिकायत कक्ष /PUBLIC GREIVANCE CELL:

32.1. A Public Grievance Cell headed by **General Manager (F-P&S)** has been set up in the Company. Members of public having complaints or grievances are advised to contact him on Wednesday between 10:00 hours and 12:30 hours in his office on **3rd Floor, Mazdock House** or send their complaints / grievances to him in writing for redressal. His Telephone No. is **2378 2338/ 2376 2106**

33. वृद्धि /ESCALATION:

33.1. If the prices of materials (not being materials supplied or services rendered at fixed prices by MDL and/or wages of labour required for execution of the work) increase, the Contractor shall be compensated for such increase as per provisions detailed below and the amount of the contract shall accordingly be varied, subject to the condition that such compensation in prices shall be available only for the work done during the stipulated period of the contract including such period for which the contract is validly extended under the provisions of the contract. Such compensation for escalation in the prices of materials and labour, when due shall be worked out based on the following provisions.

33.1.1. The base date for working out such escalation shall be the last date on which tenders were stipulated to be received.

33.1.2. The cost of work on which escalation will be payable shall be reckoned as 85% of the cost of work as per the bills, running or final, and from this amount the value of materials supplied or services rendered at fixed charges shall be deducted before the amount of compensation for escalation is worked out. In the case of materials brought to site for which any secured advance is included in the bill the final value of such materials as assessed by the Engineer-In-Charge (and not the reduced amount for which secured advance has been paid) shall be included in the cost of work done for operation of this clause. Similarly, when such materials are incorporated in the work and the secured advance is deducted from the bill, the full assessed value of the materials, originally considered for operation of this clause, should be deducted from the cost of the work shown in the bill, running or final. Further the cost of the work shall not include any work for which payment is made at prevailing market rates.

33.1.3. The compensation for escalation for materials, labour and P.O.L. shall be worked out as per the formula given below.

$$i) \quad V_m = W \times 0.70 \times (M_i - M_{io})/M_{io}$$

Where

V_m : Variation in material cost i.e. increase or decrease in the amount in rupees to be paid or recovered.

W : Cost of work done worked out as per para **33.1.2** above.

M_i & M_{io} : All India Wholesale Price Index for **All Commodities**, for the period under reckoning as published by the Economic Advisor to Government of India, Ministry of Industry and Commerce, for the period under consideration and that valid at the time of receipt of tender, respectively.

$$ii) \quad V_l = W \times 0.25 \times (L_i - L_{io})/L_{io}$$

Where



V_1 : Variation in labour cost i.e. increase or decrease in the amount in rupees to be paid or recovered.
 W : Cost of work done worked out as per para **33.1.2** above.
 L_i & : **Consumer Price Index** for Industrial Labour (All India)
 L_{io} : declared by Labour Bureau, Govt. of India) as applicable for the period under consideration and that valid at the time of receipt of tenders, respectively.

iii) $V_f = W \times 0.05x (F_1 - F_{io}) / F_{io}$

V_f : Variation in cost of fuel, oil and lubricants, increase or decrease in the amount in rupees to be paid or recovered.
 W : Cost of work done worked out as per para **33.1.2** above.
 F_i & : Average index number of whole sale price for **group (fuel, power, light and lubricants)** - as published by the Economic Adviser to Govt. of India, Ministry of Industry & Commerce for the period under reckoning and that valid at the time of receipt of tenders, respectively.
 F_{io}

33.1.4. The following principles shall be followed while working out the indices mentioned in sub para **33.1.3** above.

- i) The index relevant for any month will be the arithmetical average of the indices relevant to the three calendar months preceding the month in question.
- ii) The base index will be the one relating to the month in which the tender was stipulated to be received.
- iii) The compensation for escalation shall be worked out at quarterly intervals and shall be with respect to the cost of work done during the previous three months. The first such payment will be made at the end of six months excluding the month in which the tender was submitted and thereafter at three months interval.

In the event the price of materials and/or wages of labour required for execution of the work decrease/s, there shall be downward adjustment of the cost of work so that such price of materials and/or wages of labour shall be deductible from the cost of work under this contract and in this regard the formula herein before stated under this para **33.1.3** shall mutatis mutandis apply.

34. परिनिर्धारित हर्जाना /LIQUIDATED DAMAGES:

34.1. Time is the essence of the contract and therefore the job, as ordered, should be completed on the dates mutually agreed upon in accordance with the delivery schedule. In cases of delay not attributable to MDL beyond the agreed schedule, the Contractor shall pay liquidated damages, a sum representing 0.5% (Half percent) per week or part thereof, subject to maximum of 5% of the undelivered/ unfinished portion of the order/ contract.

34.2. If the Contractor fails to complete the works within the time or extended time as per the Order, then the contractor shall pay to MDL the sum stated above as liquidated damages for such default and not as a penalty for every day or part of a day which shall elapse between the time prescribed or extended time as the case may be and the date of completion of works. MDL may without prejudice to any other method of recovery deduct the amount of such damages from any monies in his hands due or which may become due to the contractor. The payment or deduction of such damages shall not relieve the contractor from his obligation to complete the works or from any other of his obligations and liabilities under the contract.



34.3. If before the completion of the whole of the works, any part of the works has been certified by MDL as completed and occupied or used by MDL, the liquidated damages for delay shall for any period of delay after such certification be reduced in the proportion of which the value of the part so certified bears to the value of the whole of the works.

35. **बाधा / HINDRANCE:**

35.1. A Hindrance Register as per attached format at **Enclosure-11** shall be maintained with the Designated Representative from TS Department. The Contractor shall submit schedule for completion of work and get it signed by MDL Engineer in charge of the project. The Schedule shall list out the major milestones leading to the completion of work as per final delivery date stipulated in the PO/Contract.

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

- 35.2.1. Reasons for the delay vis-à-vis the mutually agreed schedule
- 35.2.2. Delay in inputs (Drawings/ Documents/ Site Clearances/ Services/ Inspection Call)
- 35.2.3. Delay by Inspection Agency/ Customer
- 35.2.4. Delay on account of specialist services
- 35.2.5. Non performance by the Contractor
- 35.2.6. Delinquency by the vendor
- 35.2.7. Force Majeure
- 35.2.8. Any other relevant reason

35.3. All the hindrances with date of occurrence and removal are to be noted in the hindrance register. The Hindrance Register will be signed by the Designated Representatives from Technical Services Department (MDL) and the authorized Signatory from the Contractor side.

35.4. The Contractor may record their observations in the hindrance register. Any objections raised by the contractor shall be attended to and resolved without any delay.

35.5. In case the contractor has a different opinion for hindrance and a dispute arises, then the matter shall be referred to next higher authority in MDL and the decision shall be communicated to the Contractor within 15 days. The Contractor shall note that the decision of the next higher authority from MDL in case of dispute in respect of hindrances during the course of executing an order/ contract shall be final and binding on the contractor.

35.6. In case, MDL is unable to remove the hindrance immediately and if it is likely to take some time, the contractor shall be informed accordingly by the user. In such cases the contractor and MDL's approval may reduce manpower deployed on the work. **The Contractor shall also note that Under no circumstances Contractor shall be paid for idle manpower.**

36. **बोलियों को श्रेणीबद्ध करने हेतु भार लादने का मापदंड /LOADING CRITERIA FOR RANKING OF**

BIDS:

36.1. It is desirable that the bidders accept the tender terms & conditions without any deviation. In case of deviations sought by bidders against Payment Terms/other Commercial Terms, the Price Bids of such bidders shall be loaded for ranking of bids to judge the Lowest (L1) bidder as detailed below:

- 36.1.1. It is desirable that the bidder accepts the Terms of Payments indicated in the tender enquiry above. Varied payment terms quoted by indigenous bidders as compared to the terms stated in the Tender document shall be normalized by adopting the Prime Lending Rate of State Bank of India plus



2% thereon on the amount (s) at variation and / or for the period (in no. of days) at variation.

- 36.1.2. For the additional delivery period sought by the bidder over the stipulated date of delivery as per Tender, 0.50% per completed week may be loaded to the quoted price.
- 36.1.3. Deviations sought in respect of rate per week and / or maximum ceiling in respect of liquidated damages shall be loaded to the quoted price. For example, the maximum ceiling towards liquidated damages stipulated in the Tender is 5% and the bidder seeks to limit it to, say 3.50% then the price quoted will be loaded by 1.5%. If the rate of LD per week is 0.50% per week or part thereof as per tender and the bidder seeks it as, say, 0.40% per week or part thereof, the maximum ceiling on LD as per tender will first be equated to weeks (10 weeks in this case) and the rate proposed by the bidder i.e. 0.40% will be multiplied by the so equated maximum period (which works out to 4%) and the quoted price will be loaded accordingly by 1%. Delivery being the essence of the contract, it is desirable that the bidder(s) adhere to the stipulated clause.
- 36.1.4. Bidder(s) are advised to peruse the loading criteria thoroughly and understand the same. In case of doubt, bidders are required to get clarification on the same prior to submission of their bid(s). Revision of price bids due to reason of lack of clarity on loading factors shall not be allowed.

37. ठेकेदार के कर्मचारियों का पुलिस सत्यापन /POLICE VERIFICATION OF CONTRACTOR'S

EMPLOYEES:

37.1. The successful bidder shall have to obtain Police Verification Report (PVR) of their Employees prior to deployment at MDL site for execution of the work. A Detailed procedure for Entry Passes for Contractor's Employees is displayed on MDL's website www.mazdock.com → Tenders → Technical Services. In addition to this for loss of pass, bidders shall refer **Enclosure-19. BIDDERS ARE REQUESTED TO NOTE THE SAME. NO RELAXATION SHOULD BE ASKED FOR.**

38. ई-टेंडरिंग के लिये मार्गदर्शन /GUIDANCE FOR E-TENDERING:

- 38.1. No offer in sealed envelope will be accepted against e-Procurement.
- 38.2. Bidders can participate in online bidding
- 38.2.1. By registering with above referred portal for User ID and password.
- 38.2.2. By obtaining class III B DSC (Digital Signature Certificate) for secured bidding.
- 38.3. For any further details on e-tendering & Digital Signature Certificate(DSC), following are the contact details – email: eproc-support@gov.in , global support number - +91-120-4200462/+91-120-4001002, Mobile No - +918826246593.
- 38.4. For uploading the tender details, DSCs issued by the following are acceptable: i) n-Code ii) MTNL iii) TCS iv) SIFY
- 38.5. For mapping of DSC, representative of National Informatics Centre may be contacted.
- 38.6. Bidders who had earlier participated in MDL tenders on e-Procurement portal <https://mdl.eproc.in> need to register again on the current e-Procurement portal <https://eprocuremdl.nic.in>.
- 38.7. Training to vendors for E-procurement is organized by CIT department of Mazagon Dock Shipbuilders Limited & National Informatics Centre Representative on every Friday at 1400 hrs in CIT Department. Vendors desirous of attending the training may contact



Mr. Sagar Shende, M(C-MP) on telephone +91-22-23763252 & email - sushende@mazdock.com

39. अनुचित ऑनलाइन भरना /IMPROPER ONLINE FILLING:

39.1. In case of improper on-line filling of Acceptance Formats for Tender Enquiry Form, General Terms and Conditions (GT and C) and Standard Terms and Conditions (STACS), it shall be presumed that all our tender terms & conditions are acceptable to bidder.

40. एमडीएल का अधिकार /MDL's RIGHT:

40.1. MDL reserves the right to consider placement of Order / Contract in part or in full against the tendered quantity or reject any or all tenders without assigning any reasons thereof.

We look forward to your participation in on-line bidding by offering your most competitive and reasonable bid against this tender.

Yours faithfully,
For **MAZAGON DOCK SHIPBUILDERS LIMITED,**

Addl. General Manager (TS-Comm)
Technical Services Department

**Enclosures:**

1.	Enclosure-1	-	List of Tender Drawings. Tender Drawings attached separately.
2.	Enclosure-2	-	Form of undertaking to be furnished by the bidder
3.	Enclosure-3	-	MDL Bank Account Details for Online Remittance of EMD/Security Deposit
4.	Enclosure-4	-	RTGS/NEFT/ECS – Mandate Authorisation Form
5.	Enclosure-5		Particulars of Experience in Similar Projects
6.	Enclosure-6	-	Proforma Bank Guarantee format for Bid Bond / EMD
7.	Enclosure-7	-	Performa for Performance Bank Guarantee
8.	Enclosure-8 NOT APPLICABLE		Performa for WATERPROOFING BANK GUARANTEE
9.	Enclosure-9		Performa for Bank Guarantee against Water Leakage
10.	Enclosure-10	-	Extract of Official Secrets Act, 1923
11.	Enclosure-11	-	Hindrance Register Format
12.	Enclosure-12	-	Banned or Delisted of Firm/Vendor
13.	Enclosure-13	-	Price Bid (Part-II) - to be submitted online
14.	Enclosure-14	-	Financial Information of Bidder
15.	Enclosure-15	-	Details of Existing Commitments & Ongoing Works- Calculation of Bid capacity.
16.	Enclosure-16 NOT APPLICABLE	-	Integrity Pact
17.	Enclosure-17 NOT APPLICABLE	-	Integrity Pact Bank Guaranttee.
18.	Enclosure- 18	-	Declaration Certificate for Local Content
19.	Enclosure- 19	-	Loss of Pass
20.	Enclosure- 20	-	Tender Enquiry Acceptance Form
21.	Enclosure- 21	-	Standard Terms and Condition (Stacs) Acceptance Form – STACS attached separately.
22.	Enclosure- 22	-	General Terms and Conditions (GT&C) Acceptance Form – GT&C attached separately.
23.	Enclosure- 23	-	Deviations from Tender Enquiry Form/ GT&C/ STACS
24.	Enclosure- 24	-	Personnel available with the Contractor for this Project
25.	Enclosure- 25	-	Address Label
26.	Enclosure- 26	-	Brief Scope of Work
27.	Enclosure- 27	-	Technical Specification- attached separately.
28.	Statutory requirements & Safety clause	-	To be downloaded from our website www.mazagondock.in
29.	Procedure for security passes	-	To be downloaded from our website www.mazagondock.in

**Enclosure-1****LIST OF TENDER DRAWINGS**

SR.N	DRAWING . NO	DRAWINGS
1	TS/CV/SY/SB/01/RO	Layout of Cabin at Steel Store Shed, South Yard
2.	TS/CV/SY/SB/02/RO	Layout of Mezzanine Floor at Steel Store Shed, South Yard
3.	TS/CV/SY/SB/03/RO	Extension of South Yard Steel Store Shed- Detail of Steel Column
4.	TS/CV/SY/SB/04/RO	Extension of South Yard Steel Store Shed- Detail of Floor Slab
5.	TS/CV/SY/SB/05/RO	Extension of South Yard Steel Store Shed- Detail of Foundation

**Enclosure-2****FORM OF UNDERTAKING TO BE FURNISHED BY THE BIDDER**

(To be typed on Bidder's Letterhead)

To,
The Addl. General Manager (TS),
Mazagon Dock Shipbuilders Limited,
Dockyard Road, Mumbai-400 010.

Sir,

**Sub: Extension of Shed and Flooring work at Steel Store, South Yard, MDL,
Mumbai****Ref: MDL Tender Enquiry No. 1900000051**

1. Having visited the site and having examined the General Conditions of Contract, Technical Specifications, Drawings and Bill of Quantities for the above named work, we offer to construct, complete and maintain the whole of the said works in conformity with the said General Conditions of Contract, Technical Specifications, Drawings and Bill of Quantities for the sum stated in Bill of Quantities included in this Tender Document for such other sum as may be ascertained in accordance with the said conditions of Contract.
2. We undertake to complete and deliver the whole of the works comprised in the Contract within the time stated in this tender.
3. We have independently considered the amount of Liquidated damages indicated in the tender and agree that it represents a fair estimate of the loss likely to be suffered by you in the event of the work(s) not being completed in time.
4. If our Tender is accepted, we will, when required, obtain the guarantees from a Bank (to be approved by you) to be jointly and severally bound with us for the sum named in the tender for the due performance of the Contract under the terms of a Bond to be approved by you.
5. The Contractor's All Risk Policy for the full value of the Contract valid till the completion period will be obtained by us in the joint names of Mazagon Dock Shipbuilders Limited and ourselves.
6. We agree to abide by this Tender for the period of **120** days from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiry of this period.
7. Unless and until a formal Agreement or Order is prepared and executed, this tender together with your written acceptance thereof, shall constitute a binding Contract between us.
8. We understand that if our Tender-Bid is accepted, we are to be jointly and severally responsible for the due performance of the Contract.
9. We understand that you are not bound to accept the lowest or any Tender you may receive.
10. We undertake to comply with the Anti profiteering provisions of GST Act 2017 and we will pass on the benefits from reduction in the rate of Tax/input Tax credit if any, to MDL and there will be no liability on MDL on account of GST/Input Tax Credit.

Dated this _____ day of _____ (year)

Signature _____ in the capacity of _____

duly authorised to sign Tenders for and on behalf of _____

(IN BLOCK CAPITALS)



Witness:

Signature _____ Address of Witness _____

Name _____ Occupation _____

**Enclosure-3**

MAZAGON DOCK SHIPBUILDERS LIMITED
DOCKYARD ROAD
MUMBAI - 400010

1. MDL'S BANK ACCOUNT DETAILS:

NAME OF BANK A/C HOLDER	:	MAZAGON DOCK SHIPBUILDERS LTD
BANK AND BRANCH	:	STATE BANK OF INDIA, MAZAGON BRANCH, MUMBAI
BRANCH CODE	:	9054
BANK ACCOUNT NO	:	10005255246
IFSC CODE	:	SBIN0009054
MICR/NECS CODE	:	400002120
INCOME TAX PAN NO	:	AAACM8029J

2. DETAILS OF REMITTANCE TO MDL'S BANK ACCOUNT:

(To be filled in by the vendors/firms making remittance of funds in MDL'S Bank Account)

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

Signature of Bidder

3. SAP Parked document No: _____ Date: _____
(To be filled in by MDL's Commercial Executive)

Note: Sr. No.2 and 3 above will be filled in by the Bidder and MDL Commercial Executive respectively and the form forwarded to Treasury Section for posting of SAP Document to the respective Bank Account.

**Enclosure-4****RTGS/NEFT/ECS - MANDATE AUTHORISATION FORM**

1.	NAME OF THE FIRM	:	
2.	CONTACT PERSON AND DESIGNATION	:	
3.	PAN NO	:	
4.	VENDOR ADDRESS	:	
5.	VENDOR'S TELEPHONE/FAX	:	
6.	E-MAIL ADDRESS	:	
7.	BANK NAME	:	
8.	BANK ADDRESS	:	
9.	ACCOUNT NUMBER	:	
10.	ACCOUNT TYPE	:	
11.	NEFT CODE	:	
12.	RTGS CODE	:	
13.	MICR CODE	:	
14.	GST ID NO.	:	
15.	VAT NO.	:	
16.	CST NO.	:	
17.	EXCISE NO.	:	
18.	SERVICE TAX NO.	:	

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

Date**Vendor's Seal****Authorised Signature of the Vendor**

Certified that the particulars as per Serial No. 1 & 6 to 12 are correct as per our records.

Date**Bank's Stamp****Authorised Signature of the Bank Officer**

**Enclosure-5****FORM (3) PARTICULARS OF EXPERIENCE IN SIMILAR PROJECTS**

The Additional General Manager,
Technical Services Department,
3rd Floor, Alcock Yard,
Mazagon Dock Shipbuilders Limited,
Dock Yard Road,
Mumbai - 400010, INDIA

Sir,

Sub: Extension of Shed and Flooring work at Steel Store, South Yard, MDL, Mumbai

Ref: MDL Tender No. 1900000051

With reference to the above and after having read the terms & conditions in the Tender Enquiry, we wish to submit our bid for consideration of pre-qualification under **Clause 3.1.1/3.1.2/3.1.3** (*strike out whichever is not applicable*) of the tender. The details of similar projects as stipulated in the tender enquiry form and completed satisfactorily by us are as under:

Clause 3.1.1: Three similar completed works each costing not less than **₹ 73 Lakhs**

Sr. No	PO No & Date	Completion Cost	Work order (Submitted/Not submitted)	Completion Certificate (Submitted/Not Submitted)
1				
2				
3				

OR

Clause 3.1.2: Two similar completed works each costing not less than **₹ 91.25 Lakhs**

Sr. No	PO No & Date	Completion Cost	Work order (Submitted/Not submitted)	Completion Certificate (Submitted/Not Submitted)
1				
2				

OR

Clause 3.1.3: One similar completed work costing not less than **₹ 146 Lakhs**

Sr. No	PO No & Date	Completion Cost	Work order (Submitted/Not submitted)	Completion Certificate (Submitted/Not Submitted)
1				

2. The brief details of above similar projects are as under: (Use separate sheet for each work)

i.	Project Name:	
ii.	Project Location	
iii.	Client:	
iv.	Address of the Client & contact person with Tel No. & Fax No	
v.	Brief Description of the work	
vi.	Cost of project	
vii.	Contract/Work order No:	
viii.	Completion Certificate details viz, ref. No & date of issue	
ix.	Date of Commencement of Work	
x.	Date of completion work	

3. The following documents in support of the above similar projects are enclosed in our techno-commercial bid:



1. Copy of Work Order/Contract Agreement indicating contract amount, Project/Work value, Scope of Work & other details with signature of Both Parties.
2. Work Completion Certificates issued by the Client(s) indicating proper reference of Contract Agreement & Date of Completion.
3. Any other document (*please specify*)
4. We further agree to produce originals of the documents submitted in respect of the similar projects detailed above for verification by MDL as and when called for.

Signature of Contractor:

Name and Address:

Place:

Date:

Official Seal

**Enclosure-6****PROFORMA BANK GUARANTEE FOR BID BOND / EMD**

(On Non-Judicial stamp paper of value ₹100/-)

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

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

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

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

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

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

7. Notwithstanding anything contained herein above:



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

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

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

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

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

**Enclosure-7****PROFORMA FOR PERFORMANCE BANK GUARANTEE**

(On Non-Judicial stamp paper of value ₹100/-)

IN CONSIDERATION OF MAZAGON DOCK SHIPBUILDERS LIMITED (formerly known as MAZAGON DOCK LIMITED, a company incorporated under the Companies Act 1956 and having its registered office at Dockyard Road, Mumbai 400010 (hereinafter referred to as the "the Company" which expression shall, unless it be repugnant or contrary to the subject or context thereof, be deemed to mean and include its successors and assigns) having 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" 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 Company") for the work of _____ as stated in the said Order and the Company having agreed that the Contractor shall furnish a security for the performance of the Contractor obligations and/or discharge of the Contractor liability in connection with the said order and the Company having agreed with the Contractor to accept a performance guarantee, We, Bank having office at (hereinafter referred to as "the Bank" which expression shall includes its successors and assigns) hereby agree to pay to the Company without any demur on first demand an amount not exceeding Rs..... (Rupees.....only) against any loss or damage, costs, charges and expenses caused to or suffered by the Company by reason of non performance and non-fulfilment or for any breach on the part of the Contractor of any of the terms and conditions of the said order.

2. We, Bank further agree that the Company shall be sole judge whether the said Contractor 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 Company on account thereof and we waive in the favour of the Company all the rights and defences to which we as guarantors may be entitled to.

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

4. We, Bank further agree with the Company that the Company shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said order/or to extend time of performance by the Contractor from time to time or to postpone for any time to time any of the powers exercisable by the Company against the Contractor 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 or for any forbearance, act or omission on the part of the Company or any indulgence by the Company to the Contractor or by any such matter or things whatsoever which under the law relating to sureties would have the effect of relieving us.

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

6. We, Bank also agree that the Bank's liability under this guarantee shall not be affected by any change in the constitution of the Contractor.



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

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

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

For Bank
(by its constituted attorney)

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

**Enclosure-9****PROFORMA FOR BANK GUARANTEE AGAINST WATER LEAKAGE**

(On Non-Judicial stamp paper)

IN CONSIDERATION OF MAZAGON DOCK LIMITED, a company incorporated under the Companies Act 1956 and having its registered office at Dockyard Road, Mumbai 400010(hereinafter referred to as the "the Company" which expression shall, unless it be repugnant or contrary to the subject or context thereof, be deemed to mean and include its successors, liquidators 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 Contractors" 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 work of _____ as stated in the said Order and the Company having agreed that the Contractors shall furnish a security for the performance of the Contractors obligations and/or discharge of the Contractors liability in connection with the **roof sheeting/ cladding work(s)** executed under the said order and the Company having agreed with the Contractors to accept a bank guarantee against water leakage, We, Bank having office at (Hereinafter referred to as "the Bank" which expression shall includes its successors and assigns) hereby agree to pay to the Company without any demur on first demand an amount not exceeding Rs..... (Rupees.....only) 10% of the total value of **roof sheeting/ cladding work(s)** in the order against any loss or damage, costs, charges and expenses caused to or suffered by the Company by reason of any defects in **roof sheeting/cladding work(s) leading to water leakage** by the Contractor, as per the terms and conditions of the said order.

1. We, (Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for satisfactory performance and fulfillment in all respects of the said contract, which consists of 05 years after satisfactory completion of the **roof sheeting/ cladding work** as per terms and conditions of the said order.
2. We, Bank further agree that the Company shall be sole judge whether the said Contractors has failed to perform or fulfill the said order in terms thereof or committed breach of any terms and conditions of the order and the extent of loss, damage, cost, charges and expenses suffered or incurred or would be suffered or incurred by the Company on account thereof and we waive in the favour of the Company all the rights and defenses to which we as guarantors may be entitled to.
3. We, Bank further agree that the amount demanded by the Company as such shall be final and binding on the Bank as to the Bank's liability to pay and the amount demanded and the Bank undertake to pay the Company the amount so demanded on first demand and without any demur notwithstanding any dispute raised by the Contractors or any suit or other legal proceedings including arbitration pending before any court, tribunal or arbitrator relating thereto, our liability under this guarantee being absolute and unconditional.
4. We, Bank further agree with the Company that the Company shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said order/or to extend time of performance by the Contractors from time to time or to postpone for any time to time any of the powers exercisable by the Company against the Contractors 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 Contractors or for any forbearance, act or omission on the part of the Company or any indulgence by the Company to the Contractors or by any such matter or things whatsoever which under the law relating to sureties would have the effect of relieving us.

- 5. We, Bank further undertake not to revoke this guarantee during its currency except with the previous consent of the Company in writing.
- 6. We, Bank also agree that the Bank's liability under this guarantee shall not be affected by any change in the constitution of the Contractors.
- 7. Notwithstanding anything contained herein above:
 - i) Our liability under this guarantee shall not exceed Rs.....
 - ii) This Bank Guarantee shall be valid upto and including; and
 - iii) We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before.(Validity + --- weeks from the date of expiry of this guarantee).

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

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

For Bank
(by its constituted attorney)
(Signature of a person authorised
to sign on behalf of "the Bank")

**Enclosure-10****EXTRACT OF PROVISIONS OF THE OFFICIAL SECRETS ACT, 1923****SECTION 2(B) ; “PROHIBITED PLACE”**

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

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

SECTION 3 : “PENALTIES FOR SPYING”

If any per unlawfully -

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

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

SECTION 4 : “COMMUNICATION WITH FOREIGN AGENTS”

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

SECTION 5 : “WRONGFUL COMMUNICATION OF INFORMATION”

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

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

Shall be guilty of an offence under this Act.

SECTION 6 : “UNAUTHORISED USE OF UNIFORMS”

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

SECTION 7 : “INTERFERING WITH OFFICERS OF POLICE”

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

SECTION 8 : “DUTY OF GIVING INFORMATION”

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



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

SECTION 9 : “INCITEMENT”

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

SECTION 10 : “PENALTY FOR HARBOURING SPIES”

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

SECTION 11 : “SEARCH WARRANTS”

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

**Enclosure-12****PARTICULARS OF BANNED OR DE-LISTED TENDERER/FIRM/VENDORS**

The Additional General Manager,
 Technical Services Department,
 1st Floor, Alcock Yard,
 Mazagon Dock Shipbuilders Limited,
 Dock Yard Road,
 Mumbai - 400010, INDIA

Sir,

Sub: Extension of Shed and Flooring work at Steel Store, South Yard, MDL, Mumbai

Ref: MDL Tender No. 1900000051

With reference to **Clause no: 17** (Banned Or De-Listed Tenderer/ Firms / Vendors), referred Tender Enquiry, We declare the Information as below.

A. In case of Banned / Blacklisted by the client.

Sl	Name of Government/ quasi Government agencies/or PSUs who has Banned/Black listed	Name of Project value which firm is Banned/ Blacklisted	Banned/ Black listed for the Duration	Reasons

B. In case of penal Action Proceeding / Show cause notices initiated/issued by the Government or quasi Government agencies or PSU's including Pending in Judicial proceedings:

Sl	Name of Client	Name of Project / Work	Status

C. The bidding firm to enclose / submit all relevant documents pertaining to Sr. no. A & Sr no. B above.

Signature of Contractor:

Name and Address:

Official Seal

Place:

Date:

**Enclosure-13**

PRICE BID (PART-II)
BILL OF QUANTITIES
(To be submitted online)

Sub: Extension of Shed and Flooring work at Steel Store, South Yard, MDL, Mumbai

Ref: MDL Tender No.190000051

S.N.	Description	Unit	Qty	Rate (₹)	Amount (₹)
1	Design, drawings extension of South yard steel store shed (span approximately 20m) which includes design of steel structure including trusses, purlins, rafters, columns,connection to existing truss, bracings, tie runners including its supporting RCC foundation. Design of concrete floor for store as per requirement. Digging Trial pits and carrying out required test if required.Preparation of detailed drawings required for construction (06 hard copies), Submission of design data (02hard copies) with bill of materials for third party verification, providing Stability certificate after completion of work . All complete as directed.	LS	1	529514.00	529514.00
2	Dismantling steel work in built up sections in angles, tees, flats and channels including all gusset plates, bolts, nuts, cutting rivets, welding etc. including dismembering and stacking within 50metres lead.	Kg	9200	3.45	31740.00
3	Demolishing RCC work manually by mechanical means including stacking of steel bars and disposal of unserviceable material within 50mt lead as per direction of Engineer in charge. (PROVISIONAL ITEM)	Cum	10	2085.94	20859.40
4	Demolishing cement concrete manually/ by mechanical means including disposal of material within 50 metres lead as per direction of Engineer - in - charge.--Nominal concrete 1:3:6 or richer mix (i/c equivalent design mix)" (PROVISIONAL ITEM)	Cum	20	1429.85	28597.00
5	Dismantling old plaster of any thickness or skirting raking out joints and cleaning the surface for plaster including disposal of rubbish to the dumping ground within 50 metres lead. (PROVISIONAL ITEM)	Sqm	105	32.13	3373.65



6	Earth work in excavation by Mechanical means (Hydraulic excavator) / Manual means over areas (exceeding 30cm in depth, 1.5m in width as well as 10 sqm on plan) including getting out and disposal of excavated earth lead upto 50 m and lift upto 1.5 m, as directed by Engineer - In - Charge:- -All kind of soil	Cum	358	180.63	64665.54
7	Disposal of excavated earth , building rubbish / malba / similar unserviceable, dismantled or waste materials by mechanical means, including loading, transporting, unloading to approved Municipal dumping ground or as approved by Engineer-in-charge, beyond 50 m initial lead, for all leads including all lifts involved.	Cum	358	525.40	188093.20
8	Filling available excavated earth (excluding rock) in trenches, plinth, sides of foundation etc in layers not exceed 20cm in depth, consolidated each deposited layer by ramming and watering lead up to 50m and lift up to 1.5m	Cum	20	180.34	3606.80
9	Providing and laying damp-proof course 50 mm thick with cement concrete 1:2:4 (1 cement : 2 coarse sand : 4 graded stone aggregate 20 mm nominal size). (PROVISIONAL ITEM)	Sqm	15	459.27	6889.05
10	Providing and laying dry rubble stone soling/ packing handset thickness 150 mm to 250 mm including interstices being filled in with small pieces of stones, thoroughly rammed, consolidated and watered complete as directed.	Cum	310	784.22	243108.20
11	Providing & laying in position ready mixed Plain Cement concrete (PCC) M 15 with cement content as per approved design mix and manufactured in fully automatic batching plant and transported to site of work in transit mixer for all leads having continuous agitated mixer manufactured as per mix design of specified grade for plain cement concrete work including pumping of RMC from transit mixer to site of laying and curing excluding cost of centering, shuttering and finishing including cost of curing admixture in proportion as per IS9103 to accelerate/ retard setting of concrete improve workability without imparing strength and durability as per EIC All works up to plinth level	Cum	161	8877.93	1429346.73



12	Providing & fixing in position Centering & shuttering including strutting, propping etc and removal of form for all heights	Sqm	250	278.14	69535.00
13	Providing & laying in position machine batched, machine mixed Design Mix Concrete for reinforced cement concrete work using cement content as per design mix including pumping of concrete to site of laying excluding the cost of centering, shuttering, finishing & reinforcement, including admixtures in recommended proportions (as per IS 9103) to accelerate / retard setting of concrete improve workability without impairing strength and durability as etc;complete as directed for M-40 Grade B.M.C./R.M.C.reinforced cement concrete by using 360 Kg. of cement per cum of concrete all work in foundation and up to plinth level	Cum	462	9543.62	4409152.44
14	Providing & fixing in position steel reinforcement for RCC work including straightening ,cutting, bending, placing, welding in position and binding all complete up to plinth level Thermo mechanically treated bar	Kg	43800	81.17	3555246.00
15	Providing Brick work with common burnt clay F.P.S (non modular) bricks of class designation 7.5 in superstructure above plinth level up to V level in all shapes and size in CM 1:4	Cum	50	8319.79	415989.50
16	Application of IRONITE NO.3 (Non Colour Metallic dry shake) as per specify dosages shall be sprinkled over green concrete 1/3rd of the dry shake shall be broadcast in first pass and same is floated with power floater, remaining 2/3rd of dry shake is sprinkled in next pass thus the floor laid is floated & trowelled to acquire smooth finish. Curing for 7 days with water. Ironite No.3 Metallic Floor Hardner @ 7.0 kg/sqmt if movement is Heavy.	Sqm	1260	202.03	254557.80
17	Making of Grooves of 5mm wide and 25mm deep in RCC floor slab using mechanical saw after final curing of the concrete truly in line as directed by EIC.	RMT	500	59.78	29890.00
18	Providing & laying polysulphide sealant of Nitoseal 21 (I) or Choksey chemicals or approved equivalent make for 5 x 25mm contraction joints of RCC flooring including hacking, chiseling concrete etc as directed.	Rmt	300	148.15	44445.00



19	Providing and applying 20 mm thick waterproof cement plaster(1:4) in two coats for external surface mixed with standard waterproofing material as per manufacturer specification, curing etc; upto 10m height etc. all complete as directed.	Sqm	360	344.40	123984.00
20	Providing & applying plaster of paris of 2mm thickness over plastered surface to prepare the surface even and smooth etc. complete as directed. to plastered surfaces in all positions including scaffolding etc. complete as directed.	Sqm	360	170.23	61282.80
21	Providing and applying Acrylic smooth exterior paint of required shade. New work (two or more coat applied at 1.67lit/10sqm over and including base coat of water proofing cement paint applied at 2.2kg/10sqm	Sqm	360	137.75	49590.00
22	Providing and Fixing ISI marked flush door shutters conforming to IS: 2202(Part-I) <u>decorative type</u> , core of block board construction with frame of 1st class hardwood and well matched teak 3 ply veneering with vertical grains or cross bands and face veneers on both faces of shutters 35 mm thick including ISI marked stainless steel butt hinges with necessary screws, lipping for exposed edges wherever required	Sqm	8	3569.34	28554.72
23	Providing and fixing in position extruded modular aluminium section two track sliding window mounted on rectangular frame of size 63 mm x 38 mm x 2.00 mm thick (1.054 kg/ Rmt) made up of two track drain bottom section of size 61 mm x 45 mm x 1.3 mm thick (1.055 kg/ mt) and top and sides sections of size 61 mm x 31 mm x 1.3 mm thick (0.659 kg/Rmt). The shutter should be of bearing bottom of size 40 mm x 18 mm x 1.25 mm thick (0.417 kg/Rmt) top member of size 40 mm x 18 mm x 1.20 mm thick (0.475 kg/Rmt) Interlocking section size of 43 mm x 27 mm x 1.30 mm thick (0.558 kg/Rmt) and handle section of size 43 mm x 18 mm x 1.30 mm thick (0.424 kg/Rmt), selected quality 5.5 mm thick clear glass to be fixed in shutter with neoprene gasket with approved quality PVC rollers, necessary locks, handles, PVC lining and wooden encasement wherever necessary etc. complete. - Without Powder Coating / anodised	Sqm	13	3914.22	50884.86



24	Providing & fixing 18mm thk gang saw cut, mirror polished,premoulded and prepolished machine cut for kitchen platform, vanity counter, window sills, facias and similar of required size,approved shade, colour and texture laid over 20mm thk base CM 1:4 joints treated with white cement , pigment,epoxy touch including rubbing, curing,moulding and polishing to edges to give high gloss finishetc complete at all levels Granite of any colour and shade	Sqm	15	4464.71	66970.65
25	Supply & Fixing of High Tensile Alloy Steel 550 MPA having Galvanized + Aluminum Combined Coating of 150 GPM (AZ150) Colour Coated Trapezoidal Roofing Sheets of 0.70mm TCT to roofs & Side claddings,with packing, transportations, necessary required hard wares, i.e. self tapping and drilling screws as per AS 3566 including stitching of vertical (side lap) joints with special aluminium roofing rivets and washers at approx 500mm distance including wastage, overlap complete, measurement as per laid area after completion of work to roof, side, gable end	Sqm	1132	792.56	897177.92
26	Providing and fixing 3 mm thick translucent corrugated Fibre Glass Reinforced Polyester (FRP) Sheeting profile to match with sheeting including fixing in sloping roof with G.I. 'J' or 'L' hook bolts, G.I. Square nuts,25mm dia x 1.59mm thick flat washers, 25mm dia x 3.18mm thick bitumen washers, necessary lapping etc at all heights. The area of FRP sheeting including Laping as fixed in position will be measured. Rates shall include all fixtures and fastenings.	Sqm	170	2113.25	359252.50
27	Providing and fixing Structural steel work riveted bolted or welded in built up sections, trusses and framed work including cutting, hoisting, fixing in position and applying a priming coat of approved steel primer complete as directed by engineer.	Kg	38550	96.95	3737422.50
28	Providing and fixing in position Foundation bolts including nuts and washers conforming to relevent IS code all complete as directed. (Foundation bolts 24 MM DIA, 900mm long, double nuts and washers, 8 Nos. for each sole plate)	Kg	500	138.03	69015.00
29	Providing & laying polished vitrified floor in different sizes (thickness to be	Sqm	60	1605.31	96318.60



	specified by the manufacturer) with water absorption's less than 0.08% and confirming to IS : 15622 of approved make in all colours and shades, laid on 20mm thick cement mortar 1:4 (1 cement : 4 coarse sand) jointing with grey cement slurry @3.3kg/sqm including grouting the joints with white cement and matching pigments etc. complete Tile size 600*600mm				
30	Providing and applying two coats of Aluminium paint of approved brand & manufacture to give an even shade to structural steel including cleaning, wire brushing and surface preparation etc; all complete.	Sqm	9410	98.02	922368.20
31	Modular False Ceiling : Armstrong Modular ceiling grid(hot dipped galvanized steel section) will have 595 x 595 mm x 15mm fine fissured tiles(lay-in type) in true horizontal level using a 15mm T bar section suspended from the ceiling slab using 2 mm wire at every 1200mm interval. And will have fire rating of 60 minutes as per BS 476/23 of 1987, Noise reduction Coefficient (NRC) of 0.50-0.60, to resist temperature and humidity conditions up to 40 degree (104deg. F) and humidity of 99% RH.	Sqm	54	2148.10	115997.40
32	Designing fabricating testing fixing in position curtain wall with ACP Cladding with open grooves for linear as well as curvilinear portion of the building for all heights and all level etc including A)Structural analysis Design and preperation of shop drwg B) Providing fabricating and supplying and fixing panels of acp cladding in pan shape in metallic colour 4mm thk C) The fastening brackets of Aluminium alloy 6005T5/MS with hot dip galvanised with serrations and washers to arrest wind load movement fastner SS316 and Anchor bolt SS316. (PROVISIONAL ITEM)	Sqm	1	4884.32	4884.32
33	Providing and laying APP (Atactic Polypropylene Polymer) modified prefabricated five layer 3 mm thick water proofing membrane mineral finish, black finished reinforced with non-woven polyester matt consisting of a coat or bitumen primer for bitumen membrane @ 0.40 ltr/sqm by the same membrane manufacture of density at 25 degree C, 0.87-0.89 kg/ltr and viscosity 70-160 cps. Over the primer coat the layer of membrane shall be laid using Butane	Sqm	60	588.98	35338.80



	Torch and sealing all joints, etc. and preparing the surface complete. The vital physical and chemical parameters of the membrane shall be: Joint strength in longitudinal and transverse direction at 23 degree C as 650/450N/5cm. Tear strength in longitudinal and transverse direction as 300/250N. Softening point of membrane not less than 150 degree C. Cold flexibility shall be up to -2 degree C when tested in accordance with ASTM, D05147. The laying of membrane shall be got done through the authorised applicator of the manufacturer of membrane.				
34	Providing and applying POLYMER MODIFIED MORTAR(PMM) in proportion of 1(Polymer) : 5(Cement) : 15 (Quartz sand) by weight with water cement ratio of 0.35 including application of bond coat of Krishna Conchem or equivalent approved make using brush in ratio of 1 (Polymer) :1 (Cement) : 0.35 (water) by weight including cleaning of surface with air mixed with water under pressure, and subsequent layer upto 10mm after hardening curing; all complete.(Polymer manufactured by sunanda, pidilite, fosroc, acro- chem, build core or equivalent) (PROVISIONAL ITEM)	kg	50	83.00	4150.00
35	MICRO CONCRETE : Replacing distressed / loose / cracked / porous carbonated, loose part of concrete with fibrous micro concrete and repairing the damaged surface of concrete, fix the form work / shuttering across the profile of damaged structural element, pour the free flow ready mix micro concrete mix with 5 lt to 7 lt of water in the form work. Micro concrete should be mixed in steel tray homogeneously makeup concrete is based on type of structural element and its location. The work should be carried out with all the safety measures like helmet, safety belt and adequate labour insurance under the supervision of qualified supervisor etc. complete (PROVISIONAL ITEM)	kg	50	80.51	4025.50
36	Providing & erecting self supporting bamboo's double scaffolding of required height & width and strength by sides of dry dock wall for platform to enable to carry out repairs to the dry dock including removing the same and clearing the site. (PROVISIONAL ITEM)	Sqm	500	91.00	45500.00



37	Providing & fixing wash basin with CI brackets 15 mm C.P brass pillar taps, 32 mm C.P. brass waste of standard pattern, including painting of fittings and brackets, cutting and making good the walls wherever required :White Vitreous China Flat back wash basin size 450 x 300mm with single 15 mm CP brass pillar trap	Nos	3	2231.42	6694.26
38	Providing and fixing on wall face unplasticised Rigid PVC rain water pipes conforming to IS : 13592 Type A, including jointing with seal ring conforming to IS : 5382, leaving 10 mm gap for thermal expansion, (i) Single socketed pipes. -110 mm dia	RMT	60	338.95	20337.00
39	Providing & fixing PVC waste pipe for sink/wash basin including PVC waste fittings complete. 32mm dia flexible pipe	RMT	10	105.05	1050.50
40	Providing and fixing PTMT Waste Coupling for wash basin and sink, of approved quality and colour. Waste coupling 31 mm dia of 79 mm length and 62mm breadth weighing not less than 45 gms	Nos	3	118.39	355.17
41	Providing and fixing Chlorinated Polyvinyl Chloride (CPVC) pipes, having thermal stability for hot & cold water supply including all CPVC plain and brass threaded fittings. This includes jointing of pipes & fittings with one step CPVC solvent cement, trenching, refilling & testing of joints complete as per direction of Engineer-in-Charge. 15 mm nominal outer dia pipes	RMT	30	205.01	6150.30
42	Provide and install 25 thk Shalitex or approved equivalent joint filler board as specified. (PROVISIONAL ITEM)	Sqm	5	3838.02	19190.10
43	Providing and fixing PVC pipe in chases including clamps and necessary fittings to match pipe and making good the chases of following dia. --40 mm internal dia PVC pipe (PROVISIONAL ITEM)	Rmt	10	430.00	4300.00
44	Providing and applying two coats of Rust preventive coating of IPNET of Krishna Conchem or equivalent approved make after cleaning the existing surface from dust/ loose particles by applying air water under pressure etc complete as directed. (PROVISIONAL ITEM)	Ltr	350	409.34	143269.00



45	Providing and fixing 25cm wide, 80cm overall trapezoidal, 2mm thick Aluminum gutter with MS (GI) brackets 40x5mm/50x5mm size, including bending, cutting, welding, hoisting, fixing in position with bolts, nuts and washers etc. all complete as directed.	RMT	20	2140.26	42805.20
46	Providing and fixing PTMT Bib cock 15 mm nominal dia 122 mm long weight more than 99 gms	Nos	3	206.44	619.32
47	Providing and fixing CP Brass 32mm size Bottle trap of approved quality and make and as per direction of Engineer In Charge	Nos	3	1140.31	3420.93
	TOTAL			(₹)	18249518.86
	GST @ 18%			(₹)	
	Grand Total			(₹)	

**Enclosure-14****Financial Information of Bidder***(To be typed on Bidders Letterhead & submitted)*

Description	FY 2015-16	FY 2016-17	FY 2017-18	Average Annual Turnover
	₹(in Cr.)	₹(in Cr.)	₹(in Cr.)	₹(in Cr)
	X	Y	Z	(A) = (X+Y+Z)/3
Gross Annual Turnover of Construction Works Only				

Note: The figures for Gross Annual Turnover filled in by the bidder should be as per the audited Balance Sheets and Profit & Loss Account for the relevant Financial Year.

Signature of Chartered Accountant
with Seal

Signature and Seal of the Bidder

**Enclosure-15****Details of Existing Commitments & Ongoing Works***(To be typed on Bidders Letterhead & submitted)*

Sr. No.	Name of the Work/Project	Contract Value ₹(in Cr)	Date of start as per PO/Contract	Date of Completion as per PO/Contract	Work Done up to the preceding Month of submission of Bid ₹(in Cr)	Value of existing commitments and ongoing works to be completed (for all the Clients of the Bidder) during the period of completion of work for which bids have been invited (i.e. Balance value of Work) ₹(in Cr) (B)

Note: The bidder shall also include the value of all such works which are awarded to bidder but yet not started up to the last day of preceding month of submission of bid.

CALCULATION OF WORKING BID CAPACITY

- (a) **Working Bid Capacity = [A×N×2]-B, where**
 (b) **A = Average Annual Turnover of the bidder for the last Three Years (ending 31st March, 2018) from Construction activities.**
 (c) **N = Number of years prescribed for completion of work for which bids have been invited = 0.75 (9 Months).**
 (d) **B = Value of existing commitments and ongoing works to be completed (for all the Clients of the Bidder) during the period of Completion of Work for which bids have been invited, duly certified by chartered Accountant.**

Working Bid Capacity = ₹_____ Crore

Note: The bidder should attach the proof for 'A' & 'B' mentioned above.

Signature and Seal of the Bidder

**Enclosure-18****DECLARATION CERTIFICATE FOR LOCAL CONTENT**

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

1. General Conditions

1.1. The local content (LC) as a percent must be calculated in accordance with the definition provided at clause 2 of Public Procurement (preference to Make in India) Order 2017. i.e.

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

1.2. A bid will be disqualified if:

- the bidder fails to achieve the stipulated minimum threshold for local content indicated in tender; and.
- this declaration certificate is not submitted as part of the bid documentation. (This is applicable only for tenders below Rs. 50 Lakhs) **(Not Applicable for this Tender)**

2. Definitions:

2.1. **“Imported content”** means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and whose costs are inclusive of the costs abroad, plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the port of entry in India i.e. Mumbai in case of MDL;

2.2. **“local content”** means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;

3. The stipulated minimum threshold(s) for local content for this bid is/are as follows:

<u>Description of services, works or goods</u>	<u>Local Content</u>	<u>Custom Duty</u>
_____	_____ %	_____ %
_____	_____ %	_____ %
_____	_____ %	_____ %

4. Does a bidder seek benefit of Public Procurement Policy for MSEs – Order 2012. If yes, bidders should not seek benefits against this policy & should categorically seek benefits of only one policy which cannot be modified subsequently. YES / NO

4.1 Does any portion of the services, works or goods offered have any imported content? YES / NO

4.2 If yes, the rate(s) of exchange to be used in this bid to calculate the local content. Indicate the rate(s) of exchange against the appropriate currency in the table below:

Currency	Rates of exchange
US Dollar	
Euro	
Others	



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 satisfied myself that the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the tender, and as measured in terms of Public Procurement (preference to Make in India) Order 2017.
- (c) The local content has been calculated using the definition given in clause 2 of Public Procurement (preference to Make in India) Order 2017, the rates of exchange indicated in paragraph 4.1 above and the following figures:

Bid price, excluding net domestic indirect taxes	
Imported content including all custom duties	
Stipulated minimum threshold for Local content (paragraph 3 above)	
Local content % , as calculated	

NB: If the bid is for more than one product or the product offered has components / raw material / sub assemblies, a schedule of the local content by product or product break-up including applicable custom duties of shall be attached.

(d) I accept that the Procurement Authority / Institution / MDL has the right to request that the local content be verified in terms of the requirements of Public Procurement (preference to Make in India) Order 2017.

(e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in Public Procurement (preference to Make in India) Order 2017, may result in the Procurement Authority / Institution / MDL imposing any or all of the remedies as provided for in Clause 9 of the Public Procurement (preference to Make in India) Order 2017.

SIGNATURE: 1 _____ **DATE:** _____

WITNESS No. 1 _____ **DATE:** _____

WITNESS No. 2 _____ **DATE:** _____

**Enclosure-19****Mazagon Dock Shipbuilders Ltd.****Loss of Pass - Contractor/Vendors.**

1. Penalties will be imposed towards loss of passes/ non renewal of passes apart from warning as deemed necessary for contractors, vendors & their workers. This is in addition to cost of the pass prescribed from time to time.

Loss:

- | | |
|------------------|---------------------------------------|
| a) First loss - | Rs. 250/- |
| b) Second loss - | Rs. 500/- |
| c) Third loss - | Rs. 1000/- and permanent cancellation |

Non-Renewal:

- | | |
|----------------------|-----------------------------|
| a) Upto 4 days- | No Penalty |
| b) 5-10 days- | Rs. 5/- per day |
| c) 11 days & beyond- | Rs. 50/- + Rs. 10/- per day |

2. **Procedure for duplicate pass due to loss:**

The loss has to be immediately reported to the concern Police Station. Thereafter a statement narrating circumstances of the loss, countersigned by the contractor and Project Officer shall be submitted to security office along with the prescribed penalty.

**Enclosure-20****TENDER ENQUIRY (TEF) ACCEPTANCE FORM**

**To,
MAZAGON DOCK SHIPBUILDERS LIMITED
TECHNICAL SERVICES DEPARTMENT**

TENDER ENQUIRY No. 190000051

TEF CLAUSE NO.	TENDERER'S REMARK	TEF CLAUSE NO.	TENDERER'S REMARK	TEF CLAUSE NO.	TENDERER'S REMARK
	ACCEPTED/ DEVIATION		ACCEPTED/ DEVIATION		ACCEPTED/ DEVIATION
1		15		29	
2	NOT APPLICABLE	16		30	
3		17		31	
4		18		32	
5		19		33	
6		20		34	
7		21		35	
8		22	NOT APPLICABLE	36	
9		23		37	
10		24		38	
11		25		39	
12		26		40	
13		27			
14		28			

COMPANY'S NAME & ADDRESS : SIGNATURE:

DATE:

NAME:

DESIGNATION:

TENDERER'S COMPANY
SEAL:

NOTES :

1. Bidder(s) should carefully read the Tender Enquiry Terms & Conditions (TEF) included in the tender prior to filling up this acceptance format.



2. Bidder(s) should indicate Accepted/ Deviation Taken for each clause number in the above table.
3. 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 in the prescribed format indicated at **Enclosure 23**.
4. TEF clause numbers shown in the above format also includes the sub-clauses under these clauses. For example 8 means – clause nos. 8, 8(i), 8(ii) etc.

**Enclosure-21****STANDARD TERMS AND CONDITIONS (STACS) ACCEPTANCE FORM**

To,
MAZAGON DOCK SHIPBUILDERS LIMITED
TECHNICAL SERVICES DEPARTMENT

TENDER ENQUIRY No. 190000051

STACS CLAUSE NO.	TENDERER'S REMARK	STACS CLAUSE NO.	TENDERER'S REMARK	STACS CLAUSE NO.	TENDERER'S REMARK
	ACCEPTED/ DEVIATION		ACCEPTED/ DEVIATION		ACCEPTED/ DEVIATION
501		508		515	
502		509		516	
503		510		517	
504		511		518	
505		512		519	
506		513			
507		514			

COMPANY'S NAME & ADDRESS : SIGNATURE:

DATE:

NAME:

DESIGNATION:

TENDERER'S COMPANY
SEAL:

NOTES :

1. Bidder(s) should carefully read the Standard Terms & Conditions (STACS) included in the tender prior to filling up this acceptance format.
2. Bidder(s) should indicate Accepted/ Deviation Taken for each clause number in the above table.
3. 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 in the prescribed format indicated at **Enclosure 23**.
4. STACS clause numbers shown in the above format also includes the sub-clauses under these clauses. For example 8 means – clause nos. 8, 8(i), 8(ii) etc.

**Enclosure-22****ACCEPTANCE FORM FOR GENERAL TERMS AND CONDITIONS (GT&C)**

To,
MAZAGON DOCK SHIPBUILDERS LIMITED
TECHNICAL SERVICES DEPARTMENT

TENDER ENQUIRY No. 1900000051

GT&C CLAUSE No.	TENDERER'S REMARK	GT&C CLAUSE No.	TENDERER'S REMARK	GT&C CLAUSE No.	TENDERER'S REMARK
	ACCEPTED/ DEVIATION		ACCEPTED/ DEVIATION		ACCEPTED/ DEVIATION
A301		A330		A359	
A302		A331		A360	
A303		A332		A361	
A304		A333		A362	
A305		A334		A363	
A306		A335		A364	
A307		A336		A365	
A308		A337		A366	
A309		A338		A367	
A310		A339		A368	
A311		A340		A369	
A312		A341		A370	
A313		A342		A371	
A314		A343		A372	
A315		A344		A373	
A316		A345		A374	
A317		A346		A375	
A318		A347		A376	
A319		A348		A377	
A320		A349		A378	
A321		A350		A379	
A322		A351		A380	
A323		A352		A381	
A324		A353		A382	
A325		A354		A383 (as per Clause no.17 of TEF)	
A326		A355		A384	
A327		A356		A385	
A328		A357		A386	
A329		A358			

COMPANY'S NAME & ADDRESS:

SIGNATURE:

DATE:

NAME:

DESIGNATION:

TENDERER'S COMPANY

SEAL:



NOTES :

1. Bidder(s) should carefully read the General Terms & Conditions (GT&C) of the Tender Enquiry prior to filling up this acceptance format.
2. Bidder(s) should indicate Accepted/ Deviation Taken for each clause number in the above table.
3. 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 in the prescribed format indicated at **Enclosure 23**.
4. Clause numbers shown in the above format also includes the sub-clauses under these clauses. For example Clause no. A356 means – Clause nos. A356, A356 i), A356 a) etc.



Address Label

Please cut & Affix Address label given below on the envelope for sending EMD

Sub: Extension of Shed and Flooring work at Steel Store, South Yard, MDL, Mumbai
Ref: MDL Tender No. 190000051

EMD

To,

**Additional General Manager,
Technical Services Department,
1st Floor, Admin Building, Alcock Yard,
Mazagon Dock Shipbuilders Limited,
Dock Yard Road, Mumbai - 400010.**

From,

**SCOPE OF WORK****Sub: Extension of Shed and Flooring work at Steel Store, South Yard, MDL, Mumbai**

The Brief Scope of work is as under:

1. Design & Drawing of Shed including Foundation and Concrete flooring.
2. Site cleaning
3. Dismantling of existing Concrete.
4. Excavation for foundation (Cabin/Mezzanine floor/Steel column)
5. Soling for foundation (Cabin/Mezzanine floor/ Steel column)
6. PCC for foundation (Cabin/Mezzanine floor/Steel column)
7. Providing & applying two coats of Rust preventive coating IPNET of M/s Krishna Conchem Products Pvt. Ltd. or equivalent to reinforcement bars.
8. Providing Steel reinforcement (Cabin/Mezzanine floor/Steel column) & Foundation bolts work for foundation of Mezzanine floor/Steel column.
9. Shuttering work for foundation (Cabin/Mezzanine floor/Steel column)
10. Providing & laying Design Mix Concrete M-40 for foundation (Cabin/Mezzanine floor/Steel column)
11. Shuttering & Reinforcement work for Column & Plinth beam of Cabin
12. Providing & laying Design Mix Concrete M-40 Column & Plinth beam of Cabin
13. Backfilling for foundation (Cabin/Mezzanine floor/Steel column)
14. Plinth Filling & PCC work for Cabin
15. Excavation (Floor slab)
16. Soling (Floor slab)
17. PCC (Floor slab)
18. Steel reinforcement work (Floor slab)
19. Providing & laying Design Mix Concrete M-40 for foundation (Floor slab)
20. Shuttering & Reinforcement work of Cabin
21. Concreting & finishing work of Cabin
22. Providing and fixing Structural steel work of Mezzanine floor/Steel column
23. Roofing work
24. Waterproofing work for Cabin
25. Providing and applying two coats of Aluminium paint to structural steel.
26. Application of IRONITE NO.3 (Non Colour Metallic dry shake) to concrete floor slab.