



MAZAGON DOCK SHIPBUILDERS LIMITED

(Formerly known as Mazagon Dock Ltd)

CIN: U35100MH1934GOI002079

(A Government of India Undertaking)

Dockyard Road, Mazagaon, Mumbai 400 010. INDIA

Certified - ISO 9001:2008 for Shipbuilding Division

DIVISION: SHIP BUILDING

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माझगाँव डॉक शिपबिल्डर्स लिमिटेड, मुंबई द्वारा पात्र बोलीकर्ताओं से नीचे दिये गए विवरण के अनुसार दो-बोली प्रणाली (२) वाणिज्यिक नियम एवं शर्तों के साथ तकनीकी बोली (२) मुख्य बोलि के अंतर्गत ई-प्रॉक्यूरमेंट पोर्टल (**e-procurement NIC portal MDL**) के माध्यम से बोलियां आमंत्रित की जाती है।

Mazagon Dock Shipbuilders Limited invites on-line competitive bids in TWO BID SYSTEM (Part-I Techno Commercial Bid and Part-II Price Bid), from reputed Bidders / Vendors, on NIC procurement portal for the Work/Services as detailed in this tender document:

Note: Before quoting against this Tender, the prospective bidder is requested to go through the Tender Enquiry document (& Annexes, if any) thoroughly & carefully. Deviations to the Terms & Conditions of the Tender are highly discouraged. Therefore, any doubts arising in respect of any of the Terms & Conditions stipulated, Qualification Criteria, clarification if any w.r.t. Documentation / Procedural requirements, etc. shall get clarified by the prospective bidder through the Dealing Executive invariably before the submission of the Bid.

- 1. Description of Work/Supplies/Services:** Mazagon Dock Shipbuilders Limited (MDL), a Govt. of India Undertaking, under Ministry of Defence and located on the western coast of Mumbai, is engaged in construction / repair / re-fit of Warship and Submarines for Indian Navy. MDL owns approximately 38 Acres of land parcel at Nhava Village, Navi Mumbai. The MDL property is designated as Nhava Yard, MDL. MDL intends to carry out development of Nhava Yard by constructing various Infra structures through Appointment of Consultant having experience in the similar work defined in this tender.
 - a. MDL has to carry out construction of 31 vessels as per the recent orders along with the on-going vessels of P17A Project. In addition to the existing orders, to cater for the future orders, there is a requirement to evaluate the existing infrastructure and arrive at a comprehensive infrastructure augmentation plan considering existing MDL Yard, land available at Nhava Yard (NHV).
 - b. The primary objective of this consultancy is to provide master planning and execution plan for development of Nhava Yard into a shipbuilding cum ship repair facility at Nhava with proven technology and best industry practice in compliance with international standards and codes of practice. The new development shall provide the infrastructure backbone for shipbuilding and ship repair activities envisaged by MDL in the succeeding paragraphs. Bidders are requested to refer Scope of work & TOR for details.
 - c. The Project Management Consultant shall be appointed through TWO BID TENDERING PROCESS VIZ TECHNICAL AND FINANCIAL BIDS. The Selection method shall be Quality and Cost Based Selection (QCBS).
 - d. Conditions of Contract as per FIDIC Publications "Client / Consultant Model Services agreement 5th Edition 2017 - White Book' shall be applicable. **Wherever, it is at variance with the General Conditions of Contract (GCC) for Consultancy Services, GCC & TEF shall be applicable.**



2. DEVIATIONS - Deviations, if any, from Terms, Conditions & Technical requirements specified in the Tender Enquiry, GCC, FIDIC should be clarified from MDL well before the closing date of the tender. Deviations put up along with the tender is generally discouraged and not accepted.

a) Bidders are requested to ensure that only relevant documents complete in all respect as indicated in the tender should be attached with their offer. The first page of every uploaded set of scanned document shall be an index of its contents. In case the offers received against this tender are more than 20, no opportunity will be extended for submission of deficient documents after opening of bids. The evaluation of the offers will be carried out and bidders will be qualified based on the documents received along with their offer.

b) MDL reserves the right to seek clarification/ deficient documents from all the bidders quoted against the tender in the following cases: If number of the techno-commercially qualified bids are less than X+5 where X is the number of order proposed to be placed.

3. CORRIGENDUM TO THE TENDER:

- i) Before the deadline for submitting bids, MDL may update, amend, modify, or supplement the information, assessment or assumptions contained in the Tender Document by issuing a corrigendum.
- ii) The corrigendum shall be published in the same manner as the original Tender Document. Without any liability or obligation, the Portal may send intimation of such corrigendum to bidders who have downloaded the document under their login. However, the bidders' responsibility is to check the website(s) for any corrigendum. Any corrigendum thus issued shall be considered a part of the Tender Document. To give reasonable time to the prospective bidders to take such corrigendum into account in preparing their bids, MDL may suitably extend the deadline for the bid submission, as necessary. After MDL makes such modifications, any Bidder who has submitted his bid in response to the original invitation shall have the opportunity to either withdraw his bid or re-submit his bid superseding the original bid within the extended time of submission.

4. CLAIMS BY FIRMS: No claims by the firms will be entertained after 03 years from completion of Defect Liability Period.

5. MISC. / Liasoning Expenditure: Statutory Fees: The Bidder may note that MDL will pay all the statutory fees to Statutory Authorities on receipt of original demand note/ letter only. It is expected that consultant shall carry out all the Liasoning work with government agencies / Contractors / MDL independently. Letters for Liasoning shall be issued by MDL if required.

6. Review/Approval of Deliverables: The Consultant shall submit the deliverables for review/approval of MDL as applicable. MDL shall review/approve the same within 15 days. However, the Consultant shall be responsible for the drawings, design, estimate and other deliverables.

7. Soil Investigation/ Topographical Survey:

- i) The consultant shall study all data available with MDL and if the same is inadequate, he may carry out further topographical survey, geo technical investigations, NDT etc. as may be necessary with prior approval of MDL.
- ii) The arrangements for the supervision for such surveys / investigations/ NDT etc. shall be carried out by the consultants on behalf of MDL and the charges / bill of such agencies will be reimbursed by MDL on certification by the consultants.
- iii) The Consultant shall formulate the scope of work and obtain minimum of Three quotes from specialized agencies and submit a comparative statement along with their recommendation to MDL.
- iv) MDL shall conduct PNC with the firm submitting the lowest quote and finalize the rates.

8. Approvals & Clearance:

- i) Consultant shall prepare detailed layout and architectural drawings and obtain clearance from concerned statutory authorities as applicable.
- ii) Consultants shall obtain expeditiously the approval / clearance / Commencement Certificate (CC), No objection certificates, occupancy certificates, fire NOC or any other clearances, as applicable environmental clearances viz MOEF/CRZ clearances, from



appropriate authorities as required by law for commencement and successful completion of the project. The Consultant shall be solely responsible for obtaining all such permissions.

- iii) The Consultant shall also timely carry out all liaison work with the authorities for obtaining the clearances.
- iv) MDL shall extend all possible assistance in terms of issuing appropriate letters or requests or application to the statutory bodies.
- v) Any charges towards security deposit / scrutiny fee payable to statutory bodies for obtaining such approval(s) shall be paid by MDL on production of requisite documents. However, coordination with these authorities will be the Consultant's responsibility.
- vi) It is essential that the Consultant shall be conversant with all the Development Control Rules and Regulations of local bodies/ statutory authorities

9. I) Design and Drawings:

- i) Consultant shall prepare the detailed design of the structures
- ii) The Consultant shall also prepare detailed working drawings of the project as per the scheme approved in the DPR
- iii) The detailed design of the works will be based on the current Indian Standards and code of practice as appropriate as well as the project Design Specification.
- iv) While designing the above facilities, applicable norms as per the extant development control rules shall be considered.
- v) The Consultant shall submit upto 02 sets (in hard and soft copies) of all design calculations and associated drawings of the structures and associated facilities as per requirement, for approval.
- vi) The Consultant shall check and vet the design of the Structures submitted by the Construction Contractor/ Vendor, if applicable

II) Review of Design Data:

- i) MDL reserves the right to review the design data and request the Consultant to modify or alter the same if certain factors are to be incorporated in the design.
- ii) The Consultant shall have to make changes/ modifications/ alterations in design/ drawings as per requirements, which may be indicated by MDL, during planning, design stage and due to site constraints during construction/ commissioning stage.
- iii) The Consultancy Fee quoted shall be deemed to be inclusive of making such changes/ modifications/alterations.

III) Proof Checking:

- i) The design calculations, at the discretion of MDL, may be proof checked by reputed Govt. Institute.
- ii) The Consultant shall accept the recommendations given by them. In case of difference of opinion between Proof Checking authority and the Consultant, decision of MDL will be final & binding on the Consultant.
- iii) Cost of Proof checking, if done, will be borne by MDL.

10. Cost Estimate for Execution:

- i) The Consultant shall prepare detailed item rate cost estimate/ analysis for different sections of the project based on Standard specification/ guidelines of Schedule of Rates with applicable multiplying factor of local bodies such as CPWD, Maharashtra PWD, MPA, MCGM / MHADA, etc. or in the absence of any Standard Schedule, based on market rate analysis.
- ii) Wherever rates are derived from market, it should be supported by rate analysis indicating the following
 1. Material cost
 2. Labour cost
 3. Transportation cost
 4. Overhead and profits
 5. Any other component if required
- iii) Consultants shall submit 3 sets (soft and hard copies) of drawing and estimates to MDL along with the total programme / bar chart for approval.

11. Project Planning:

- a) Consultant shall submit Project Schedule preferably in MS Project showing each stage of work completion.



- b) The base line programme so prepared shall be reviewed periodically by the Consultant and revision if any shall be made accordingly to ensure completion of the project on time.

12. Tender Documents:

- a) The Consultant shall submit the following documents to MDL for tendering for the works contract
- i) Tender Enquiry Form
 - ii) Tender Drawings,
 - iii) Bill of Quantities
 - iv) Technical Specification,
 - v) List of Preferred Makes
 - vi) List of Prospective firms who can qualify for the tender
 - vii) Special Conditions of Contract, if any, etc.
- b) **Assistance During Tendering Process:** The Consultant shall render any assistance to MDL during tendering process, attend TNC/CNC/PNC meeting pertaining to tenders for Works, if required. After opening of bids, the Consultant shall prepare Techno-Commercial Evaluation with recommendations and submit it to MDL. Similarly, the Price Bid Evaluation shall be carried out by the Consultant and submit it to MDL with recommendations.

13. CONSTRUCTION STAGE (PROJECT MANAGEMENT SERVICES)

- a) **Pre-Construction Conference:** A pre-construction conference will be held prior to the start of construction to review with the successful Contractor, the requirements of the Tender Documents and to develop a list of information that is required to be provided as stipulated in the Tender Documents and work order.
- b) **Working Drawings:** After the award of work, the Consultant shall issue all the approved detailed working drawings to the Contractor and MDL for the execution of work as may be necessary. Contractor shall provide necessary inputs wherever required to the Consultant for preparation of GFC Drawings. In case where shop drawings are to be prepared by contractor, the same shall be checked and approved by the Consultant.
- c) **Review and Approve Contractor's Schedule:** The schedule submitted by the Contractor indicating their proposed timing and control of various activities will be reviewed. Following that review, advice will be given on any changes deemed necessary in the schedule proposed by the Contractor. The schedule will be monitored against the works to check their progress and quality procedures.
- d) **Progress Reports:** Monthly progress reports shall be submitted to MDL and shall cover all phases of the work in all disciplines, on delivery schedules, on the development of schedule updated, identify particular construction problems or quality control problems during the course of the month. It will further include the degree of physical completion along with Photographs of Progress of work.
- e) **Resident Engineer & Team:** The Consultant shall post, at site, a competent and qualified Resident Engineer and his team duly approved by MDL who has good knowledge and vast experience in similar work. The Resident Engineer shall supervise the work at site, approve and certify the materials and the works in consultation with MDL Engineers. The Resident Engineer shall be assisted by a team of competent qualified technical personnel as required at site. The team of Consultants' Engineers is to be augmented, as and when required/felt necessary by MDL. Consultant shall also make available their expert personnel in relevant field for various specialised job such as structural, electrical, mechanical, geotechnical investigations etc. as and when required.
- f) **Material Quality and Workmanship:** The Consultant shall be solely responsible for ensuring good quality of workmanship & materials used by the contractor. The Consultant shall be solely responsible for any bad workmanship or defective material used by the Contractor.
- g) **Certification of Contractor's Invoice:** The Consultant shall verify/scrutinize the Invoices of the contractors within the stipulated time period and submit their recommendation for certification by MDL.
- h) **Review Contractor's Drawing/ Methodology:** Detailed construction drawings, fabrication and erection drawings, methodology and any other related proposals required by the Contract Documents to be submitted by the Contractor if any, will be checked for adequacy and compliance with the terms and conditions of the Contract Documents of the contractor at no extra cost.
- i) **Variation Orders for Works:** Throughout the progress of the Project, certain changes/modifications/ alterations by virtue of site conditions may be required. Changes/ modifications/ alterations may be required in the drawing and/or specifications due to site conditions being



at variance with those assumed during design. MDL will be advised by Consultant of any such changes/ modifications/ alterations. When such conditions arise, Consultant shall prepare the estimate for any extra items along with rate analysis and submit the same to MDL.

- j) MDL reserves the right to accept or reject the Resident Engineer if found inexperienced for the said work.
- k) **Final Inspection:** Upon substantial completion of work, a final inspection will be undertaken by the Consultant and the Contractor will be advised for balance works or any additional work required at site. On completion of the remedial work, a final work completion certificate of the Works contract will be required to be issued by the Consultant to MDL.
- l) **Commissioning and Handing Over:** All testing need to be witnessed by the Consultant and the commissioning of the project to be performed by the Contractor shall be inspected by Consultant.
- m) **Staff Submission of Key Personnel:** During an assignment where key Personnel are named in the contract, if substitution is necessary (for example, because of ill health or because a staff member proves to be unsuitable, or the member is no longer working with the consultant), the consultant shall propose other staff of at least the same level of qualifications for approval by MDL.

14. POST-CONSTRUCTION STAGE

- a) **As Built Drawings:** After the works are complete, the Consultant shall submit the 'As Built' Drawings to statutory authorities, wherever applicable, to obtain Occupancy Certificate. They shall also submit 4 sets of hard copies of 'As Built' Drawings along with One set of soft copy on suitable media drive in AutoCAD as well as PDF formats to MDL for their records.

15. Defect Liability Period: The Defect Liability Period for the Consultancy Contract shall be till the end of Defect Liability Period of Works Contract. Consultant shall have to provide their services to rectify any defects arising out due to design/ material/ workmanship observed during the defect liability period of Works Contract.

16. Arbitration of Works Contractor: Consultant shall also resolve any dispute between the contractor and MDL efficiently. Technical advice and assistance in the event of arbitration proceedings between the Client and Contractors, shall, where appropriate, be provided by the Consultant's technical personnel resident at that time on the Project site at no additional cost to the Client only during the project execution period including defect liability period of one year. The Consultant shall act at all times so as to protect the interests of MDL and will take all reasonable steps to keep all expenses to a minimum, consistent with sound economic and engineering practices. The Consultancy Firm and or any of its affiliates, hired to provide Consultancy services for preparation or implementation of a project shall not be allowed to participate in the tender for the Works Tender pertaining to the Project for which the Consultancy Services are being rendered by the same firm.

17. FAULT IN DESIGN/ DELAY IN EXECUTION/ DELAY IN SUBMISSION OF DELIVERABLES/ DECISIONS:

- a) In case of faulty design on account of oversight / slippage on the part of consultant, or an error in design, the Consultant shall be liable for damages @ 100 % of total consultancy Fees excluding fees towards additional services, extended stay.
- b) In case of delay in issuing drawing or execution of work on account of oversight / slippage on the part of consultant, either in commencing the project in time (after all the formalities are completed) or an error in drawings / specifications, etc. or any other cause attributable to Consultant, the Consultant shall be liable for penalty (not exceeding 10% of the total fee payable under the consultancy agreement) to MDL as under:
 - i) Construction Drawings are to be issued by the Consultant within 15 days of placement of order for Works Contract. Additional Drawings if any, for any activity shall be issued 60 days prior to start date of that activity.
 - ii) **Delay in Submission of deliverables/Drawings/Decisions-** In case of Delay in Submission of deliverables/Drawings attributable to Consultant beyond stipulated period leading to consequent delay of project, the consultant shall be liable for penalty @ 1% per week or part thereof of the total consultancy fees.



- iii) In case of Delay in decision by Consultant beyond 15 days from the date of occurrence of problem, the consultant shall be liable for penalty@ 1% per week or part thereof of the total consultancy fees.
- c) **Delay in execution**-In case of delay in execution of works contract on account of oversight/ slippage on the part of consultant, the consultant shall be liable for penalty @ 1% per week or part thereof of total consultancy fees.
- d) The total penalty on account of all the above put together shall be maximum of 10% of total fee payable under the consultancy contract. The decision of MDL in this regard shall be final and binding.

18.Planning and Designing in Purview of Vulnerability Atlas of India Clause: - It is mandatory for the bidders to refer Vulnerability Atlas of India for multi-hazard risk assessment and include the relevant hazard proneness specific to project location while planning and designing the project in terms of:

- a) Seismic zone (II to V) for earthquakes
- b) Wind velocity (Basic Wind Velocity: 55, 50, 47, 44, 39 & 33 m/s)
- c) Area liable to floods and Probable max. surge height
- d) Thunderstorms history
- e) Number of cyclonic storms/ severe cyclonic storms and max sustained wind specific to coastal region
- f) Landslides incidences with Annual rainfall normal
- g) District wise Probable Max. Precipitation.

19.Substitution of Named Key Personnel:

- a) One common type of variation involves a substitution of key personnel identified by name in the contract. Sometimes a change of personnel is unavoidable because of resignation, illness, accident, inadequate performance, or personality conflict.
- b) When personnel are to be replaced, following factors need to be considered:
 - i) Any replacement should be as well qualified or better qualified than the person being replaced;
 - ii) The remuneration should not be more than that was agreed upon for the person being replaced;
 - iii) The consultant should bear all costs arising out of or incidental to the replacement.

c) Substitution of key personnel during execution of consultancy contract:

- i) Quality in consultancy contracts is largely dependent upon deployment and performance of key personnel, during execution of the contract.
- ii) Substitution of key personnel can be allowed in compelling or unavoidable situations only and the substitute shall be of equivalent or higher credentials. Such substitution may ordinarily be limited to not more than 30% of total key personal, subject to equally, or better, qualified and experienced personnel being provided to the satisfaction of CMC.
- iii) Replacement of first 10% of key personnel will be subject to reduction of remuneration. The remuneration is to be reduced, say, by 5% of the remuneration which would have been paid to the original personal, from the date of the replacement till completion of contract.
- iv) In case of the next 10% replacement, the reduction in remuneration may be equal to (say) 10% (ten percent) and for the third 10% replacement such reduction may be equal to (say) 15% (fifteen percentage).

20.Bids from Joint Venture / Consortium shall not be considered.

21.Start-ups and MSEs shall not be given any relaxation in prior turnover and prior experience.

22.Cost of Tendering:

- a) The tenderer shall bear all costs associated with the preparation and submission of its tender, and the Employer will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process including cancellation of this tender process.

23. Contract Period: Contract period will be as stated in SOW & TOR.



24. Pre Bid Conference:

- a) Pre Bid Meeting will schedule **on 26.06.2024** In OTS dept. MDL, Mumbai and the Bidders have to confirm their participation in the said meeting 3-4 days in advance by email indicating details of person(s), name of the firm, contact details attending the said meeting. Further, all the queries shall be forwarded one week prior to the scheduled date of Pre Bid meeting.
- b) The Bidders are advised to visit and examine the work site and its surroundings and obtain for themselves on their own responsibility all the information that may be necessary for preparing the Tender and entering into a contract. The Bidder shall bear all the costs towards site visit / Pre Bid meeting.
- c) The Bidder and his personnel or agents will be granted permission by MDL to visit the site on prior request from the Bidder.

25. VALIDITY PERIOD:

- a) Bids / Offers shall remain valid for a period of not less than **180 Days** after the deadline date of submission.
- b) Techno-commercially 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.
- c) In case techno-commercially accepted bidder/s does not agree to extend the offer validity, the offers of all techno-commercially accepted bidder/s including the bidder who has not agreed to extend their offer validity, shall be opened and proceed further with valid bids. If the bidder who has not agreed to extend their offer validity found to be L1 then his price shall be used as reference price for negotiation purpose as applicable.

26. DISQUALIFICATION: Even if a bidder meets the tender terms and conditions including prequalification criteria, he shall be subject to disqualification if he is found to have:

- i) Made misleading or false representations in the forms, statements, affidavits and attachments submitted in proof of the qualification requirements; and/ or;
- ii) On account of currency of debarment by MDL

27. ESI CODE & PF CODE: The Consultants are required to comply with the provisions of ESI & PF act. The Contractor shall be required to indemnify MDL for any liabilities arising on account of ESI & PF act.

28. Ranking of Bids

- a) Ranking of Bids shall will be as per SOW & TOR, however the cost weightage shall be inclusive of Rapid EIA Studies

29. MDL's REVIEW:

- a) MDL reserves the right to review Consultant's recommendations for any activity and may ask to alter (addition/deletion) the same prior to according approval to the report. MDL also reserves the right for change of the personnel deployed by the consultant if their services are found to be unsatisfactory, upon written request giving valid reason.

30. Breach of Obligation with respect to Bid submitted: In case of breach of any obligation mentioned under, the bidder shall be disqualified / debarred from the bidding process for a period of one year from the date of notification:

- a) Bidder has withdrawn / modified / amended /impaired / derogated from the tender during the period of bid validity
- b) Bidder fails or refuses to execute the contract upon notification of acceptance of bid by MDL during the period of bid validity.

31. Confidentiality of Process

- a) Information relating to the examination, clarification, evaluation and comparison of bids, and recommendations for the award of a contract, shall not be disclosed to bidders or any other person not officially concerned with such a process until the award to the successful bidder has been announced.
- b) From the time of bid opening to the time of contract award, no bidder shall contact MDL on any matter related to the bid, except on request and prior written permission.
- c) Any effort by the bidder to influence MDL in bid evaluation, bid comparison or contract award decisions will vitiate the process and will result in the rejection of the bidder's bid.



32. Concluding the Assignment: The contract is normally considered closed on the day after the completion date listed in the contract. Any expenditure incurred after the completion date are unlikely to be paid. It is therefore, important, under all types of assignments, for the consultant to request an extension of the completion date if it appears that additional items will need to be billed after the completion date. The consultant should submit the final claim promptly after completing the assignment. The standard consultancy contract states that the claim must be submitted within 60 (sixty) days of completion.

33. INSTRUCTIONS TO THE BIDDERS:

- a) 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. Bidder's failure to complete submission of their online bids in time on account of reasons such as SLOW SPEED OF SERVER, TECHNICAL PROBLEMS etc. shall not be entertained and EXTENSION OF SUBMISSION TIME shall not be granted on this account.
- b) 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).
- c) In case of any discrepancies'
 - i) Between Hindi and English Versions of the Tender Clauses, English Version will prevail.
 - ii) In the drawings or between the drawings, technical specifications, and/ or schedule of items/quantities, the Consultant shall seek clarification from MDL and shall carry out the work in accordance with the clarification furnished by MDL.
 - iii) MDL at its discretion, may follow the following order of preference- Description of Schedule of Bill of Quantities, Technical Specifications, Special Conditions of Contract, General/Standard Conditions of Contract
- d) The online bid can be submitted by the authorized representative of the bidder as detailed below,
 - i) By the Proprietor, in case of a proprietary firm; or
 - ii) By a Partner, in case of a partnership firm and/or a limited liability partnership;
 - iii) By a duly authorized person holding the Power of Attorney, in case of a Limited or Private Limited Company or a corporation.
 - iv) 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 GM/HOD (OTS), MDL. Contact details are as under:

MDL	
Ms. Madhu Sah, DGM/HOS (OTS-TS) Email: msah@mazdock.com Tel No: +91 22 23764225	Ms. Pallavi Vaidya, M (OTS) Email: ppvaidya@mazdock.com Tel No: +91 22 23763082

- e) Before submission of the tender, the bidder shall visit the site; examine the General Conditions of Contract, the Specifications (including any drawings and other specifications referred to therein), the schedules and the Bill of Quantities. In case of any ambiguity or discrepancy between any of these documents or between figured and measured dimensions, the bidder should immediately refer the matter to MDL.
- f) Mazagon Dock Shipbuilders Limited will not be responsible for any costs or expenses incurred by the Bidder in connection with the preparation and submission of his bid or for



- any other expenses incurred in connection with such bidding regardless of the conduct or outcome of the tendering process including cancellation of this tender process.
- g) The bidder shall not take any undue benefit of grammatical or typographical errors, which may have occurred.

34. GUIDANCE FOR E-TENDERING:

- a) **No offer in sealed envelope will be accepted against e-Procurement.**
- b) Bidders can participate in online bidding
- i) By registering with above referred portal for User ID and password.
- ii) By obtaining class III B DSC (Digital Signature Certificate) for secured bidding.
- c) 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.
- d) For uploading the tender details, DSCs issued by the following are acceptable: i) n-Code ii) MTNL iii) TCS iv) SIFY
- e) For mapping of DSC, representative of National Informatics Centre may be contacted.
- f) 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>.

35. ONLINE SUBMISSION OF OFFER IN TWO-BID SYSTEM:

- a) 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 <https://eprocuremdl.nic.in>
- i) **Techno-Commercial (Part-I) Bid:** Bidders shall submit/upload scanned copy of the following duly filled in, signed & stamped with company seal in online Part (I) bid: -
1. Bidder's Undertaking at **Enclosure-1.**
 2. Acceptance on clauses of Tender Enquiry (TEF) in the Prescribed Format stating 'Accepted' OR 'Not Accepted' as applicable for each of the clause in the format attached at **Enclosure-2.**
 3. Acceptance on clauses of General Conditions of Contract (GCC) in the Prescribed Format stating 'Accepted' OR 'Not Accepted' as applicable for each of the clause in the format at **Enclosure-4**
 4. Deviations, if any, from Terms, Conditions & Technical requirements specified in the Tender Enquiry, GCC, FIDIC with reasons thereof shall be clearly indicated against the relevant clause(s) in the format attached at **Enclosure-5.**
 5. Bidders shall upload scanned copy of Solvency certificate. The Solvency Certificate should not be older than One Year as on the Tender date. It should be issued by a Scheduled Commercial (i.e. Indian or Foreign Banks included in the Second Schedule of Reserve Bank of India Act, 1934 excluding Co-operative banks or Regional Rural Banks).
 6. **ESIC and PF code-** Bidder should have valid registration with Employees Provident Fund Organization under 'EPF and Miscellaneous Provisions Act, 1952
 7. Documentary evidence in support of Past experience and Performance on Similar work(s) as stipulated under **Scope of work** and **Terms of Reference**, as applicable in the format attached at **Enclosure-7.**
 8. List of Key Personnel available for this Project, in the format attached at **Enclosure-10**
 9. Bidder shall submit Declaration in respect of restriction under Rule 144 (xi) of the General Financial Rules (GFRs), 2017 in the format attached at **Enclosure-9(E).**
 10. Bidder shall submit Declaration for Banned or delisted Tenderer/firms/Vendors in the format attached at **Enclosure-12.**
 11. The Consultant is required to submit GST Registration Certificate
 12. The scanned image of BG towards Earnest Money Deposit (EMD) / BID BOND as stipulated in **TEF Clause EMD** 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 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,**

बिभाग प्रमुख(बाह्यस्त्रोत),
बाह्यस्त्रोत विभाग (बाह्यस्त्रोत -तकनीकी सेवाएँ),



छटा मंज़िल, सर्विस ब्लॉक बिल्डिंग,
नॉर्थ यार्ड, माझगांव डॉकशिपबिल्डर्स लिमिटेड,
डॉकयार्ड रोड, मुंबई - ४०००१० (भारत)

**Head of the Department (OTS),
OTS- Department, OTS-TS Section
6th Floor, Service Block Building,
Mazagon Dock Shipbuilders Limited,
Dock Yard Road,
Mumbai - 400010 (INDIA)**

The address label of the addressee is at Enclosure-22 on the envelope

13. In case Bidder is registered with **NSIC** in the relevant category as defined in the similar work, bidder **may 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) shall upload scanned copy(s)** of Valid **UDYAM Registration Certificate**, issued by the Competent Authority.
14. Scanned copy of Bank details for payment by NEFT/RTGS/ECS with authenticated by the Banker in the format attached at **Enclosure-14**.
15. Scanned copy of **GST Registration Certificate & Permanent Account Number (PAN)**.
16. Bidders shall submit the scanned copy unique **GeM seller ID**.
17. Scanned copy of Valid Bidder's Shop & Establishment Registration Certificate or Certification of Incorporation.
18. In case of Bidder registered with Mazagon Dock Shipbuilders Limited **may upload scanned copy** of Valid Registration Certificate issued by MDL, for the items/services for which the offer is being submitted.
19. Scanned copy of Bidder's company profile.
20. Power of Attorney, in case of a Limited or Private Limited Company or a corporation.
21. CHECKLIST OF SUBMITTALS attached along with online Technical Bid as per format at **Enclosure-24**.
22. Corrigendum if any
23. Declaration in respect of Conflict of Interest among Bidders/Agents- **Enclosure-23** to be filled and submitted duly signed and stamped

Notes:

- a) MDL has a right to verify / cross verification of authenticity of the scanned documents with respect to original submitted against this tender.
 - b) 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.**
 - c) The bidder is required to compulsorily select "ACCEPTED" or "DEVIATION" from the choices available against the relevant Para no. /Clause no. of TEF/GCC (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-5**. Any deviation(s) mentioned elsewhere in the Offer/Bid, other than in the said forms, will not be considered.
- ii) **Price Bid (Part-II):**
1. Price Bid as appearing in the format is to be filled by the Bidder ONLINE ONLY.
 2. Bidders are required to quote rate for the items listed in BOQ in online Price Bid (Part-II) for all the line items. Bidders not quoting for all line items will be Dis-qualified.

36. MODIFICATION TO THE BIDS:

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



- b) 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.

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.

37. **SITE VISIT:**

- a) The site for the work is located at MDL Nhava Yard, Raigad, Maharashtra.
- b) It is considered necessary before submission of the tender; the bidder shall 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. Also carefully examine the Tender Enquiry Form (TEF), FIDIC conditions of Contract ` Client / Consultant Model Services agreement 5 th Edition 2017 - White Book, General Conditions of Contract (GCC), the schedules and the Bill of Quantities. In case of any ambiguity or discrepancy between any of these documents or between figured and measured dimensions, the bidder should immediately refer the matter to MDL.

38. **EARNEST MONEY DEPOSIT (EMD) / BID BOND:**

- a) Bidders shall furnish EMD of **Rs 10,00,000/- (Rupees Ten Lakhs Only)** against this tender.
- b) 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.
- c) 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
Income Tax TAN No.	MUMM02076E

- d) In case of Indegenous bidders, The EMD can be submitted by way of NEFT / Demand Draft / Pay order / Bank Guarantee / Insurance Security Bond / eBank Guarantee drawn in favour of Mazagon Dock Shipbuilders Limited, Mumbai from the list of Banks issued by a Scheduled Commercial (i.e. Indian or Foreign Banks included in the Second Schedule of Reserve Bank of India Act, 1934 excluding Cooperative banks or Regional Rural Banks)
- e) The Issuing Bank Notified vide OM No.F.9/4/2020-PPD issued by Department of Expenditure dated Page | 43 30.12.2021 should also state the name and designation of the next Higher Authority of the Officials who have issued the Bank Guarantee. Crossed DD / Pay Order issued by Co-operative banks however may be considered to be accepted and the bid would be considered accordingly.
- f) The Bank Guarantee (including E-Bank Guarantees) should be valid for the offer validity period indicated in the Tender plus minimum one month as claim period. (vi) The EMD can also be remitted online through MDL website. The Bank details of MDL shall be indicated in the tender for bidders to submit EMD online.



- g) 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-13** & **Enclosure-14** 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).
- h) EMD can also be submitted in the form of Bank Guarantee in the prescribed format at **Enclosure-15**. 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 SBI. Bidders submitting EMD by way of Bank Guarantee are requested to inform their issuing Bank to provide complete details viz., address, and telephone / fax number and e-mail id on their cover letter enclosing the BG.
- i) The Scanned Copy of the Bank Guarantee towards EMD shall be uploaded in the Techno-commercial bid (Part-I). For NEFT transaction copy of UTR/ NEFT receipt to be uploaded with the technical bid.
- j) 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-22**
- k) **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.**
- l) EMD of unsuccessful bidders will be returned after finalization of the tender and shall be interest free.
- m) EMD of successful bidder will be returned after submission of Security Deposit and shall be interest free.
- n) The Earnest Money Deposit shall be forfeited by MDL in the following events:
- 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.
 - If the successful bidder declines acceptance of order.

39. EXEMPTION FROM SUBMISSION OF EMD/ BID BOND:

- State & Central Government of India Departments & Public Sector Undertakings.
- 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.
- Firms registered with NSIC under its "Single Point Registration Scheme". (Exemption will apply only to consultancy services for which they are registered. To qualify for EMD exemption, firms should necessarily submit valid copy of the Registration Certificate along with the list of consultancy 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. (Exemption will apply only to items/services if permanently registered under service group no. **C030004-CONSULTANCY SERVICES**)
- Micro and Small Enterprises who are manufacturer or Service Provider and give specific confirmation to this effect at the time of bid submission and whose credentials are validated online through Udyam Registration (as validated by Government from time to time) and through uploaded supporting documents, in Part-I offer / bid.
- Start-ups as recognized by Department of Industrial Policy and Promotion (DIPP)
- 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.
- 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

Note:-MSE Trader(retail & wholesaler) may not be considered for EMD exemption.

- 40.** Refund of EMD Refund of EMD in all the cases shall be without interest as stated below:
- EMD will be refunded to the technically rejected bidders within 15 days from the date of approval of price bid opening and remaining bidders after placement of order on the successful bidder within 30 days from the date of order placement.
 - In the event of cancellation of tender, the EMD will be refunded / returned to all the bidders.
 - EMD of successful bidders may be converted into performance security or refunded on receipt of performance security B.G. as called for in the contract on the basis of written communication from the Commercial Executive.
 - If the validity of the offer of the firm has expired and if bidder is not willing to extend the validity of offer, the EMD of such bidders to be refunded without linking of the same to the Price Bid Opening.

41. INTEGRITY PACT:

- The signed and stamped Integrity Pact (IP) to be submitted by the prospective vendors/bidders in soft copy in PartI and hard copy to reach MDL.
- The pact essentially envisages the agreement between prospective vendors/bidders and buyers committing the persons / officials of both the parties not to exercise any corrupt influence on any aspect of the contract. Only those vendors/bidders who enter into such an integrity pact with the buyer would be competent to participate in the bid. Therefore, non-acceptance of Integrity Pact by the vendors/bidders shall be criteria for liable for rejection. The format of Integrity Pact is placed at Enclosure and the same is to be strictly adhered to.
- Please note that the Bidders not agreeing to accept Integrity Pact or submitting integrity pact with deviation is criteria for liable for rejection of the offer. A copy of Integrity Pact duly signed on each page by bidder, strictly as per the format given at Enclosure-11 is to be uploaded along with Part I of the offer. The completely filled signed and stamp on each page original of the Integrity pact is to be submitted to MDL within Five (05) days of the tender closing date addressed to: "HOD (Outsourcing), 6th floor, Service Block, North Yard, Mazagon Dock Shipbuilders Limited, Mumbai – 400 010, super scribing Tender No & Tender date by Speed Post / Registered Post / Courier Service/Hand Delivery to reach the office of HOD (Outsourcing)"
- In case of successful bidder, a clause will be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the Principal/Buyer to forfeit the same without assigning any reason for imposing sanction for violation of the Integrity Pact.
- All pages of the Integrity Pact shall be signed by the bidder he/she represents. The acceptance of Integrity Pact shall be unconditional and the bidder must not change any contents of the integrity Pact.
- The nominated Independent External Monitor (IEM) will have power to access the entire project document and examine any complaints received by him. The details of nominated IEM from the panel of IEMs are as follows:
 - Mr. M N Krishnamurthy, IPS(Retd), email id-krishnamurthymn19@gmail.com
 - Mr.P V Rao, IRS(Retd) email id-pasupuletirao@yahoo.co.in. For updated list of IEMs, Kindly visit MDL website www.mazagondock.inFor updated list of IEMs, Kindly visit MDL website www.mazagondock.in

42. SOLVENCY CERTIFICATE:

Bidders to furnish scanned copy of Solvency certificate for at least Rs.45,66,59,954/- (w/o GST). The Solvency Certificate should not be older than One Year as on the Tender date. It should be issued by a Scheduled Commercial (i.e. Indian or Foreign Banks included in the Second Schedule of Reserve Bank of India Act, 1934 excluding Co-operative banks or Regional Rural Banks).

43. OPENING OF BIDS:

- Part-I (Techno-commercial Bid):** Part-I bid will be opened online on the due tender opening date from 1530hrs onwards in OTS Department. **The bidder can view the tender online by logging their user ID on the portal <http://eprocuemdl.nic.in>**



- b) **Part-II (Price Bid):** After completion of Technical scrutiny, intimation for opening of Part-II bid will be communicated only to techno-commercially 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). **The 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.**

44. Pre-Qualification criteria: The bidder is required to submit scanned copies of necessary documents as stated in Eligibility Criteria clause of SOW & TOR to ascertain their qualifying status. MDL reserves the right to verify the authenticity of the documents submitted / claims made by the bidder wherever felt necessary. Following commercial PQC is to be complied.

- a) Bidders should have an average annual turnover as stated in SOW & TOR.
- b) CA certified Average Audited Annual financial turnover during the last 3 years ending 31st March, 2023, duly self-attested and stamped with their company seal. If any cash transaction is included in the turnover (statement of Profit & Loss), the same will not be considered for turnover value.
- c) Bidders shall upload scanned copies of Audit certified Balance Sheets & Profit/Loss Accounts for the last 3 years ending 31st March, 2023. Draft Audited Reports are not acceptable

45. Bid Rejection Criteria:

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

- (a) Bids received after tender closing date and time.
- (b) Bids received other than through e-portal (in case of e-tender).
- (c) Bidders who are debarred under PPP MII order 2017, GeM, CPPP including Tender holiday issued by MDL.
- (d) Bids received without EMD (other than those who are exempted from payment of EMD).

(ii) Following bid rejection criteria may render the bids Liable for Rejection: Non-compliance/non-acceptance to any of the terms and conditions of the tender shall render the bid liable for rejection;

- (a) Equal time and opportunity for submission of deficient techno commercial documents and clarification shall be given to the bidders. Bidders are required to submit such documents / clarifications within the duration / date stipulated by MDL failing which their bids will be rejected.

(iii) DISQUALIFICATION: Even if a bidder meets the tender terms and conditions including prequalification criteria, he shall be subject to disqualification if he is found to have:

- (a) Made misleading or false representations in the forms, statements, affidavits and attachments submitted in proof of the qualification requirements; and/ or;
- (b) On account of currency of debarment by MDL.

46. Bid Evaluation Criteria:

a. The Bidders should meet the criteria as stipulated in "Prequalification criteria and SOW" and submit all documents as stipulated in Clause "Techno-Commercial (Part-I) Bid"

b. The Price bid of only Techno-Commercially qualified bidders shall be opened.

c. **Selection of Bidders will be on the basis of Quality cum Cost based Selection (QCBS) system** as detailed in SOW & TOR.

d. Bidders have to quote their price, applicable taxes (viz. GST%, CESS etc.) as per rate sheet available on NIC Portal.

e. Bidder not quoting for all the services tendered & listed in the Rate Sheet are liable for rejection. Bidder has to confirm that they have quoted all the line items by filling blank rate sheet.

f. Evaluation Process

1. An Evaluation Committee will be constituted within MDL to evaluate the responses of the bidders.
2. The Evaluation Committee shall evaluate the responses to the Tender and all supporting documents & documentary evidence. Inability to submit requisite supporting documents or documentary evidence, may lead to rejection of the bids.
3. Each of the responses shall be evaluated to validate compliance of the bidders according to the eligibility criteria, technical evaluation Forms and the supporting documents specified in this document.



4. The decision of the Evaluation Committee in the evaluation of responses to the Tender shall be final. No correspondence will be entertained outside the evaluation process of the Committee.
5. The Evaluation Committee may ask for presentation / meetings with the bidders to evaluate its suitability for the Consulting assignment.
6. The Evaluation Committee reserves the right to reject any or all proposals.
7. The Evaluation Committee would submit its recommendations to the Competent Authority.

g. Selection of Bidders will be on the basis of Quality cum Cost based Selection (QCBS) system as detailed in SOW & TOR.

47. TAXES AND DUTIES:

- a) GST as per GST Laws shall be payable extra as quoted and agreed.
- b) The Consultant is required to submit GST Registration Certificate
- c) In case of purchases of goods/services from unregistered dealers under GST Laws, GST will be paid by MDL under reverse charge mechanism.
- d) 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.
- e) 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 / Consultant. Supplier /Consultant 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 /Consultant or otherwise.
- f) In case, MDL is unable to avail ITC, supplier/Consultant 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 /Consultant 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/Consultant and MDL ends up in reversal of credits and / or payments, supplier /Consultant 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 /Consultant or otherwise.
- g) 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.
- h) 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).
- i) 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/Consultant, MDL retains right to withhold payments towards tax portion until the same is corrected & complied by the supplier/Consultant with the requirement of GST along with satisfactory evidence.



- j) 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).

48. PRICING: All the services as specified in the PRICE BID, shall be given by the bidder, at his own cost and the price quoted shall be deemed to be inclusive of all applicable taxes, transportation, accommodation, food, travel, local conveyance, etc.

- a) 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.
- b) Taxes and other levies shall be deducted at source, wherever applicable, from the bills of the Consultant/Bidder as per statutes.
- c) Any increase/decrease in taxes, duties & levies or introduction of new taxes due to change in the legislation shall be subject to adjustment.

49. TERMS OF PAYMENT:

- a) MDL payment will be done as per the payment schedule stated in SOW&TOR as under:
 - i) The payment for work done after reducing any deductibles and/or the amount leviable towards liquidated damages, if any and after including statutory taxes, duties and levies as applicable will be made through RTGS/NEFT/ECS as per the actual quantities of the work executed by way of running account invoices per item basis (R. A.) Preferably as on monthly basis.
 - ii) 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.
 - iii) The bills must be submitted in four copies (1-Original + 3 copies) along with the Work Completion Certificate (System Generated) duly approved (signed and stamped) by the designated representatives
 - iv) The payment against bills will be made between 15 days of its receipt in MDL along with all the necessary documents, copy(s) of invoices, wherever applicable, etc. including 'Work Completion Certificate', required for processing the bills.
 - v) Before submission of the final bill, the Consultant 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 and should sign and submit the Actual Local Content Certificate as per Enclosure-10 (D).
 - vi) Electronic Invoicing System (EIS): Contractor whose turnover is more than Rs. 5 Crores on award of Purchase order, need to issue E-invoice to MDL, which has an Invoice Registration Number (IRN) and a Quick Response (QR) code. An invoice without an IRN and QR code will be treated as an invalid invoice and MDL will not be entitled for Input Tax Credit (ITC)/ GST on a vendor Invoice which is not compliant with the above invoice notification.
 - vii) **Vendor's self-declaration:** Wherever GST is applicable, payment will be released against e-Invoice or Invoice accompanied with Vendor's self-declaration stating that " we do not fall under the category of registered persons notified under Rule of the Central GST Rules, 2017 and we are not required to comply with the e-Invoicing provisions under GST Act, as our aggregate turnover in any preceding financial year from 2017- 18 onwards has not exceeded Rs. 5 Crore as per GST Act".
 - viii) Alternate MSE Vendor payment through TReDS:
 - ix) In order to address the financial needs of MSME firms, GoI has introduced a platform for facilitating the financing of trade receivables of MSMEs from buyers, through multiple financiers which is termed as Trade Receivables Discounting System (TReDS). At TReDS, auctioning of invoices at competitive & transparent environment is done by financiers based on Buyer's credit profile.
MDL is registered on the "Invoicemart" TReDS platform and M1xchange of M/s Mynd Solutions Pvt Ltd.
Further, MDL has entered into an agreement with M/s.Receivables Exchange of Indica Limited (RXIL) for registration on TreDs platform. As a special gesture, all the above three discounting



platforms i.e M/s.RXIL, Invoice Mart and M1Exchange have offered waiver of registration / on boarding fees to MDL Vendors.

MSME bidders desirous to receive payments through TReDS platform may avail the facility if they are already registered on

1."Invoicemart" TReDS platform or by registering on it.

Contact details at "Invoicemart" TReDS platform are as below:

022 6235 7373 and a new mail id service@invoicemart.com.

2. "M1xchange" TReDS platform or by registering on it. Contact details at "M1xchange" TReDS platform are as below:

+91 9920455374 Ms AshwathiJayandran

email id ashwathi.jayandran@m1xchange.com

+91 8839915724 Ms Prinyaka Shah

email id prinyaka.shah@m1xchange.com

50. CONTRACT AGREEMENT:

A formal agreement as per terms & conditions of tender, as per MDL format, on Non-Judicial Stamp Paper of requisite value, shall be made between MDL and the successful bidder.

51. PERFORMANCE BANK GUARANTEE:

- A) Within 25 days of placement of order, the Consultant shall submit "PERFORMANCE BANK GUARANTEE" as per MDL format at **Enclosure-16** for 10% of contract value excluding GST, **valid till actual Completion of Consultancy Services plus minimum 60 days as claim period.**
- b) The Bank Guarantee shall be from the list of banks approved by SBI / Canara Bank published on MDL website www.mazgondock.in →Vendors→Bills/EMD Status →List of First Class Bank approved by **SBI**.
- c) Bank Guarantee shall be submitted preferably in e-BG mode.
- d) In case of delay in submission of the Bank Guarantee, the amount towards the Bank Guarantees shall be retained from the subsequent Invoice. The same shall be returned to the Consultant, without interest, on submission of the Bank Guarantee and receipt of confirmation from the bank. In such case, MDL reserves the right to charge Interest @ SBAR+2% from the firm for such period of delays/upto the date of retention of BG amount.
- e) Where the duration of contract is very long, rolling bank guarantee towards performance security can be submitted where it will be valid for at least one year with claim period of three months within which the same can be extended for further period by amendment. Performance security on reducing balance can also be accepted when the contract period extends beyond one year. This will be effective on completion of one year and thereafter on six monthly / yearly basis.
- f) In case the Contract is extended by MDL beyond the stipulated period, the Consultant(s) shall have to extend the validity of the Bank Guarantee towards PBG for the said period.
- g) The PBG will be returned only after the successful completion of the Guarantee/warranty period of Works Contract by the Works Contractor plus 60 days and shall be without interest only.
- h) The BG's should contain the following:
 - i) The name, designation and code number of the Bank officer(s) signing the Guarantee.
 - ii) The address and other details (including telephone No.) of the controlling officer of the Bank issuing the BG.
- i) In case the validity of the Bank Guarantee is on the verge of expiry and the same is not extended /not renewed by the contractor as per order terms, MDL reserves the right to forfeit the same.
- j) **Revision in Contract Value:-**
 - i) In case of Contract value increases more than 10% during execution of the work, within 25 days after issue of Amendment of Purchase order, the Consultant shall submit the additional "PERFORMANCE BANK GUARANTEE" of 10% of additional contract value excluding taxes, valid till 60 days beyond the stipulated Defect Liability Period from actual completion of entire work.
 - ii) No additional Bank Guarantee for amended value upto 10% of Original Order Value is required.



NOTE:- In all cases of delay beyond 25 days in submission of a bank Guarantee, MDL reserves the right to charge Interest @ SBAR+2% from the firm for such period of delays/upto the date of retention of BG amount.

52. INSURANCE:

- a) The Consultant shall keep MDL indemnified against all liabilities of every kind in case of unforeseen eventualities related to personnel deployed in MDL premises for execution of the contract. The Employer shall not be liable for or in respect of any damages or compensation payable at law in respect or in consequence of any accident or injury to any personnel in the employment of the consultant save and except an accident or injury resulting from any act or default of the employer, his agents or servants and the consultant shall indemnify and keep indemnified the employer against all such damages and compensation (save and except as aforesaid) and against all claims demands proceedings, costs charges and expenses whatsoever in respect thereof or in relation thereto.

53. BIDDER'S OBLIGATION:

- a) Bidder shall abide by all Terms of Tender Enquiry (TEF), General conditions of Contract (GCC), FIDIC 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.mazgondock.in → Tenders → Technical Services.

54. ACCEPTANCE OF TERMS AND CONDITION:

- a) In case of improper on-line filling of Acceptance Formats for Tender Enquiry Form, General Conditions Of Contract (GCC) and FIDIC, it shall be presumed that all our tender terms & conditions are acceptable to bidder.

55. COMMUNICATION & LANGUAGE FOR DOCUMENTATION:

- a) Any letter, facsimile message, e-mail intimation or notice sent to the Bidder at the last known address mentioned in the Offer / Order shall be deemed to be the valid communication for the purpose of the Order/Contract. Unless stated otherwise by the MDL, Language for communication & all documentation shall be same, which MDL has used in the tender enquiry.

56. DUTY OF PERSONNEL OF CONSULTANT:

- a) MDL being a Defence Organisation, the Firm undertakes that their personnel deployed in connection with the entrusted work will not indulge in any activities other than the duties assigned to them.

57. DUTIES OF CONSULTANT:

- a) The consultant shall carry site visits, understand the topography and hold the technical discussions with MDL Executives.
- b) The consultant shall examine feasibility for the requirements and prepare a comprehensive Preliminary Feasibility Study Report (PFS) and Preliminary Project Report (PPR).
- c) In general, following shall be the duties of Resident Engineer:
- i) Inspect the material brought at site by the contractor.
 - ii) To prepare monitoring system by way of PERT, CPM method so as to anticipate the critical activity and take remedial action in advance, for timely completion of work.
 - iii) To ensure the quality of work as per standard norms, IS code etc.
 - iv) To take joint measurements with the representatives of the contractor and MDL Engineer, as per relevant IS codes for measurement of works.
 - v) To certify the bills of the contractors after the bills/ measurements are duly Checked and verified.
 - vi) MDL reserves the right to change the R.E. if found incompetent.
- d) A Senior Manager/Engineer/Partner/Proprietor of the consultant's firm shall visit the site periodically to monitor the progress.
- e) Consultant shall also resolve any dispute between the contractor and MDL efficiently and assist MDL for the arbitration, if it is inevitable.

58. CONSULTANT'S ACTIONS:



- a) The consultant shall obtain MDL's prior approval in writing before taking any of the following action:
- i) Appointing sub-consultants or the personnel who are not listed in the **Enclosure-10** of tender.
 - ii) Entering into a subcontract for the performance of any part of the services, it being understood that consultant shall remain fully liable for the performance of services by the sub-consultant and its personnel pursuant to this contract.
 - iii) All plans, drawings, specification, designs, reports, correspondence and other document prepared by the consultant in performing services shall become and remain the property of the MDL and the consultant shall, not later than termination or expiration of this contract, deliver all such documents to MDL, together with a detailed inventory thereof. The consultant shall not use these document for purposes unrelated to this contract without the prior written approval of the MDL.

59. POLICE VERIFICATION OF CONSULTANT'S EMPLOYEES:

- a) 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.mazagondock.in --> 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.**

60. MDL's REVIEW:

- a) MDL reserves the right to review Consultant's recommendations for any activity and may ask to alter (addition/deletion) the same prior to according approval to the report. MDL also reserves the right for change of the personnel deployed by the consultant if their services are found to be unsatisfactory, upon written request giving valid reason.

61. PROPRIETARY RIGHTS OF MDL IN REPORTS AND RECORDS:

- a) All reports and relevant data such as maps, diagrams, plans, statistics and supporting records, calculations, materials compiled or prepared in the course of the services shall be confidential and shall be the absolute property of MDL. The firm shall deliver all these materials, data to MDL upon completion of the work and shall not use for any other purposes.

62. INDEMNIFICATION & PATENT RIGHTS:

- a) Firm hereby indemnify, protect and defend at Firm's own expense, MDL and its employees from and against any and all direct damages and or losses and or injury arising out of any negligence and or violation by the firm in respect of drawings/ infringement of patent rights/ failure to exercise the skill and care required for performance of the assigned work by making good such damages to the property, setting right the design deficiencies, setting right the infringement of patent rights, compensating personal injury. Provided, however, ceiling on Firm's liability under this provision shall be equal to the total fees of the firm.

63. CONFIDENTIALITY:

- a) Except with prior written consent of MDL, the consultant and their personnel shall not at any time communicate to any person or entity, any confidential information disclosed to them for the purpose of services or disclosed by them in the course of rendering the services, nor shall the consultant or their personnel make public any information as to the recommendations formulated in the course of the services.

64. EXECUTION OF WORK:

- a) 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.

65. PROGRESS REPORT:

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



- b) The Consultant shall appoint the Consultant's Representative with prior written approval from the MDL and shall give him all authority necessary to act on the Consultant's behalf under the Contract.
- c) The Consultant shall not, without the prior consent of the MDL, revoke the appointment of the Consultant's Representative or appoint a replacement.
- d) The Consultant's Representative shall, on behalf of the Consultant, receive instructions from the MDL.
- e) The Consultant'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 Consultant's Representative, naming the person and specifying the powers, functions and authority being delegated or revoked. The Consultant shall appoint a team of qualified persons having adequate experience in execution of such works for assisting the Consultant's Representative.
- f) The Consultant 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.

66. EXTRA ITEMS/VARIATION IN QUANTITY:

- a) Extra items of works, if any, shall be determined supported by a rate analysis on the following basis:
 - i) Rates derived from similar items of this Contract.

OR

 - ii) Rates for similar items of work executed through other agencies for MDL recently.

OR

 - iii) Rates mutually agreed to.
- b) Growth of work in the quantities of items in the BOQ is permitted at the same rates provided the total value of the growth does not exceed 25% of the original order value. The same is binding to the Consultant and the Consultant shall execute the same at the specified rate in the Purchase Order for that item.
- c) MDL reserves the right to conduct price negotiations with the Consultant in the following cases:
 - i) Finalisation of rates for extra items.
 - ii) 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.

67. HINDRANCE:

- a) A Hindrance Register as per attached format at **Enclosure-18** shall be maintained with the Designated Representative from MDL. The Consultant 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.
- b) The Hindrance Register shall document the following aspect post placement of the PO/Contract: -
 - i) Reasons for the delay vis-à-vis the mutually agreed schedule
 - ii) Delay in inputs (Drawings/ Documents/ Site Clearances/ Services/ Inspection Call)
 - iii) Delay by Inspection Agency/ Customer
 - iv) Delay on account of specialist services
 - v) Non performance by the Consultant
 - vi) Delinquency by the vendor
 - vii) Force Majeure
 - viii) Any other relevant reason
- c) 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 MDL and the authorized Signatory from the Consultant side.



- d) The Consultant may record their observations in the hindrance register. Any objections raised by the Consultant shall be attended to and resolved without any delay.
- e) In case the Consultant 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 Consultant within 15 days. The Consultant 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 Consultant.
- f) In case, MDL is unable to remove the hindrance immediately and if it is likely to take some time, the Consultant shall be informed accordingly by the user. In such cases the Consultant and MDL's approval may reduce manpower deployed on the work. **The Consultant shall also note that under no circumstances Consultant shall be paid for idle manpower.**

68. SAFETY AND TRAINING:

- a) All the workers, Engineers of the Consultant shall have Safety PPE's (Personnel Protective Equipments). Consultants shall also have provision for minimum 5 to 10 visitors PPE's.
- b) First Aid kit & First aid training shall be given to all key members of the Site team.

69. BANNED OR DE-LISTED TENDERER/ FIRMS / VENDORS:

- a) The Bidder / Consultant 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.

70. PRICE PREFERENCE:

- a) NO PRICE PREFERENCE SHALL BE GIVEN TO ANY BIDDER IRRESPECTIVE OF THEIR STATUS.

71. 2017/PUBLIC PROCUREMENT POLICY (Preference to Make in India) ORDER 2017: The Government of India has issued revised Public Procurement (Preference to Make in India) order 2017 on 16th Sep 2020 as part of its policy to encourage "Make in India" and promote manufacturing and production of goods and services in India with a view to enhancing income and employment. Subject to the provisions of this order and to any specific instructions issued by Nodal Ministry or in pursuance of this order, **No Purchase Preference shall be applicable.**

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

- i) **Local content:** means the amount of value added in India which shall be the total value of item (goods, services or works or their combination) under procurement (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value in percent.

Note:

- a) The local content can be increased by vendors through partnerships, cooperation with local companies, establishing production units in India or Joint Ventures (JV) with Indian suppliers, increasing the participation of local employees in services and training them.
- ii) **Class-I Local Supplier:** means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for 'Class-I Local Supplier' under this Order.
- iii) **Class-II Local Supplier:** means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for 'Class-II Local Supplier' but less than that prescribed for 'Class-I Local Supplier' under this Order.
- iv) **Non-Local Supplier:** means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than that prescribed for 'Class-II Local Supplier' under this Order.



- v) **Minimum Local Content:** The 'Local Content' requirement to categorize a supplier as 'Class-I Local Supplier' is minimum 50%. For 'Class-II Local Supplier', the 'local content' requirement is minimum 20%.
- b) **Reciprocity Clause:**
- i) Entities of countries which have been identified by the nodal ministry/ department as not allowing Indian Companies to participate in their Government procurement for any item related to that nodal ministry shall not be allowed to participate in Government Procurement in India for all items related to that Nodal Ministry/ Department, except for the list of items published by the Ministry/ Department permitting their participation.
 - ii) The term 'entity' of a country shall have the same meaning as under the FDI policy of Department for Promotion of Industry and Internal Trade (DPIIT) as amended from time to time.
- c) **Declaration/ Verification of Local content**
- i) Participating bidders to indicate the percentage of local content (i.e. value added in India) along with the details of location/s where the local value addition is made, in their bids, item wise or tender wise. The indicated local content percentage shall decide categorization of the vendors as "Class-I Local Supplier" / "Class-II Local Supplier" / "Non-local Supplier". All bidders should declare that the item and service offered meets the minimum local content & indicate its percentage in their offer which shall meet or excel required local content specified in tender. This declaration is necessary even if Custom Duty Exemption and / or ERV (if applicable) are not being sought. Certification as under is to be submitted mandatorily in technical Offer-Part-I bid.

The bidders shall provide a certificate, as per **Enclosure-8(B)**, from statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of supplier other than companies) giving the percentage of local content.

- ii) **Bidders to note that once the declaration / certification is committed at tender submission stage, the same cannot be altered subsequently at technical negotiation stage or after award of contract otherwise would be treated / considered as false declaration by bidder and necessary action shall be initiated as per Para 47.7 of the said Order for debarment.**
- iii) Declared Local Content shall be the basis for categorization of the vendors and tender evaluation. However, MDL reserves the right to undertake detailed examination of declared local content and may call vendor to submit relevant documents.
- iv) In cases where MDL received the complaint from any vendor or person, along with the fees prescribed below, verification of Declared Local Content shall be carried out by seeking additional info as deemed necessary and the bidders (including unsuccessful bidders) against the tender shall be obliged to furnish the necessary documents. Failing to do so, the vendor may invite penal action as per the provisions of the Order. If MDL possess the capability, then it shall perform the verification. However, if in the opinion of MDL matter needs to be dealt at higher level, then the complaint shall be referred to Nodal Ministry and their fees / expenses / charges applicable as per the Nodal Ministry, if any, shall be borne by the complainant. MDL is authorized to prescribe fees for handling complaints under revised PPP MII 2017 Order. The fees for filing a complaint under the order shall be Rs. 10,000/- per case. The complaint shall be filed to the Chairman, Public Grievance Cell. The fee shall be deposited by complainant in MDL's Account by NEFT.
- v) On scrutiny of offer, if all the bidders participating in the tender happen to have either not submitted the declaration certificate or not declared /specified the local content percentage in the declaration certificate or specified local content lower than the minimum local content requirements as per the tender, the subject tender shall be cancelled & matter shall be taken up with Ministry through MDL Nodal Executive. Meanwhile, retendering may be done without applying the provisions of said Order for needful fulfillment of MDL.
- vi) On opening of the price bids, if it is identified that there is difference in local content declaration made & local content percentage as per price quoted is now not meeting (i.e. lesser than) the specified tender requirement (i.e. only on the quoted price without any



loading) then such bidder shall be disqualified and shall not be considered for ranking purpose. The bid would be treated / considered as given false declaration and necessary action for debarment shall be initiated.

72. Price negotiation & contract placement:

- i) MDL has right to negotiate with L1 bidder. However, it shall be ensured that Local Content percentage as declared by the vendor is maintained or increased but not reduced.
- ii) After the contract is awarded and the supplies are completed, the supplier shall provide a Local Content Certificate Enclosure-8(D), 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.
- iii) Supplier shall be intimated that the supporting documentation towards realization of committed Local Content as per the contract / order terms & conditions shall be maintained for a period of seven years from the date of completion of the contract for audit purpose. Nodal Ministry may constitute committees with internal & external experts for independent verification of self-declarations and auditor's / accountant's certificates on random basis and in the case of complaints.

73. Debarment of bidders / suppliers:

- i) False declaration will be in breach of Code of Integrity under Rule 175(1)(i)(h) of GFR 2017 for which a bidder or its successors can be debarred for up to 2 years as per Rule 151(iii) of GFR 2017 along with such other actions as may be permissible under law.
- ii) A supplier who has been debarred by any procuring entity for violation of said Order shall not be eligible for preference under said Order for procurement by any other procuring entity for the duration of debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities, in such a manner that ongoing procurements are not disrupted.

74. Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017:

1. Any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority. Further, any bidder (including bidder from India) having specified Transfer of Technology (TOT) arrangement with an entity from a country which shares a land border with India, shall also require to be registered with the same competent authority.

2. "Bidder" means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.

3. "Bidder (or entity) from a country which shares a land border with India" for the purpose of this Order means: -

- i. An entity incorporated, established or registered in such a country; or
- ii. A subsidiary of an entity incorporated, established or registered in such a country; or
- iii. An entity substantially controlled through entities incorporated, established or registered in such a country; or
- iv. An entity whose beneficial owner is situated in such a country; or
- v. An Indian (or other) agent of such an entity; or
- vi. A natural person who is a citizen of such a country; or
- vii. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

4 The beneficial owner for the purpose of 2 above will be as under:

- i. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation—

- a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;



- b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholder's agreements or voting agreements;
 - ii. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
 - iii. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
 - iv. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 - v. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- 5 An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
 - 6 The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.
 - 7 The registration shall be valid at the time of submission of bid and at the time of acceptance of bid.
 - 8 If the bidder was validly registered at the time of acceptance I placement of order, registration shall not be a relevant consideration during contract execution

75. PUBLIC GRIEVANCE CELL:

A Public Grievance Cell headed by Shri. R R Kumar, ED(EY-PRODN) 4th Floor, D2 Building, East Yard, has been set up in the Company. Members of public having complaints or grievances are advised to contact him on Wednesday between 10.00hours and 12.30hours in his office or send their complaints / grievances to him in writing for redressal. His Telephone No. is 2376 3512

76. TERMINATION:

- a) If MDL considers that the services rendered by the firm directly or through their associates are unsatisfactory, MDL reserves the right to terminate the agreement with firm in writing at any stage by giving them 30 days' notice. In case MDL decides to part with the services of the firm, the firm fees quoted by them will be restricted to the proportionate work rendered by them up to that stage.
- b) Termination may be initiated by any party. Termination must be undertaken within the terms of the contract document. These provide for a notice period of 30 (thirty) days, the payment by MDL of any legitimate outstanding fees and costs to the consultant, and the payment of legitimate costs to windup the Consultancy team (unless the termination was occasioned by the default of the consultant).
- c) The CMC would indicate which of the final billings by the firm are eligible for payment and which are not. In case of dispute over what is or is not a legitimate expense, eligible for payment, the dispute mechanism as per the contract is invoked and, if it is not possible to resolve the matter amicably, the issue is submitted for arbitration. The contract will remain valid until the arbitration decision is made.

77. CONFLICT OF INTEREST AMONG BIDDERS /AGENTS:

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

- a) They have controlling partner(s) in common; OR
- b) They receive or have received any direct or indirect subsidy/financial stake from any of them;
OR
- c) They have the same legal representative/agent for purposes of this bid; OR



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

Note: The bidders have to give the undertaking for above paras along with part I bid

78.MDL's RIGHT:

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,**
General Manager (Outsourcing Dept.)

**LIST OF ENCLOSURES:**

1.	Enclosure-1	-	Form of undertaking to be furnished by the bidder
2.	Enclosure-2	-	Tender Enquiry Acceptance Form
3.	Enclosure-3		General Conditions of Contract (GCC)
4.	Enclosure-4	-	General Conditions of Contract (GCC) Acceptance Form
5.	Enclosure-5	-	Deviations from Tender Enquiry Form/ GCC/ FIDIC
6.	Enclosure-6	-	Financial Information of Bidder
7.	Enclosure-7	-	Particulars of Experience in Similar Projects
8.	Enclosure- 8 (B)	-	Declaration Certificate for Local Content (Sample Filled up Form for Filling Enclosure-9(B) ATTACHED SEPERATELY)
9.	Enclosure- 8 (D)	-	Actual Local Content Certificate after PO
10.	Enclosure- 9 (E)	-	Declaration in respect of restriction under Rule 144 (xi) of the General Financial Rules (GFRs), 2017
11.	Enclosure- 9 (F)	-	Declaration in respect of of debarred under Public Procurement Policy (PPP) Make In India (MII) order 2017
12.	Enclosure-10	-	Key Personnel available with the Consultant for this Project
13.	Enclosure-11	-	Integrity Pact
14.	Enclosure-12	-	Declaration for Banned or Delisted of Tenderer/Firm/Vendor
15.	Enclosure-13	-	MDL Bank Account Details for Online Remittance of EMD/Security Deposit/ Performance Bank Guarantee
16.	Enclosure-14	-	RTGS/NEFT/ECS – Mandate Authorisation Form
17.	Enclosure-15	-	Proforma Bank Guarantee format for Bid Bond / EMD
18.	Enclosure-16	-	Performa for Performance Bank Guarantee
19.	Enclosure-17	-	Illustrative rate sheet
20.	Enclosure-18	-	Hindrance Register Format
21.	Enclosure-19	-	Loss of Pass
22.	Enclosure-20	-	Invoice Certification Format
23.	Enclosure-21	-	Extract of Official Secrets Act, 1923
24.	Enclosure-22	-	Address Label
25.	Enclosure-23	-	Declaration in respect of Conflict of Interest among Bidders/ Agents
26.	Enclosure-24	-	CHECKLIST OF SUBMITTALS ATTACHED ALONGWITH ONLINE TECHNICAL BID
27.	SAMPLE FORMAT	-	SAMPLE FORMAT FOR FILLING ENCLOSURE-9(B) OF TENDER
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
30.	Annexure 1	-	<u>Scope of work and Terms of Reference</u>



FORM OF UNDERTAKING TO BE FURNISHED BY THE BIDDER

(To be typed on Bidder's Letterhead)

To,
Outsourcing Department,
Mazagon Dock Shipbuilders Limited,
Dockyard Road, Mumbai-400 010.

Sir,

Sub Appointment of Project Management Consultant for Development at MDL Nhava Yard,
: Raigad
Ref: MDL Tender Enquiry No.

1. Having visited the site and having examined the General Conditions of Contract, Technical Specifications & Special Conditions of Contract 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/ Special Conditions of Contract 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 Consultant'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 **180** 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 _____

**TENDER ENQUIRY (TEF) ACCEPTANCE FORM**

To,
MAZAGON DOCK SHIPBUILDERS LIMITED
OUTSOURCING DEPARTMENT
TENDER ENQUIRY No.

TEF CLAUSE	TENDERER'S REMARK	TEF CLAUSE	TENDERER'S REMARK	TEF CLAUSE	TENDERER'S REMARK
	ACCEPTED/ DEVIATION		ACCEPTED/ DEVIATION		ACCEPTED/ DEVIATION
1		28		55	
2		29		56	
3		30		57	
4		31		58	
5		32		59	
6		33		60	
7		34		61	
8		35		62	
9		36		63	
10		37		64	
11		38		65	
12		39		66	
13		40		67	
14		41		68	
15		42		69	
16		43		70	
17		44		71	
18		45		72	
19		46		73	
20		47		74	
21		48		75	
22		49		76	
23		50		77	
24		51		78	
25		52			
26		53			
27		54			
<u>COMPANY'S NAME & ADDRESS :</u>		SIGNATURE:			
		DATE:			
		NAME:			
		DESIGNATION:			
		TENDERER'S COMPANY SEAL:			

NOTES:

- Bidder(s) should carefully read the Tender Enquiry Terms & Conditions (TEF) included in the tender prior to filling up this acceptance format.
- Bidder(s) should indicate Accepted/ Deviation Taken for each clause number in the above table.
- Bidder(s) to attach Separate Sheet indicating all relevant details such as Number & description of the Clause, Reasons for Deviation and Alternative suggested for any deviations taken by them in the prescribed format indicated at **Enclosure-5**.
- TEF clause numbers shown in the above format also includes the sub-clauses under these clauses. For example, 4 means - clause nos. 4, 4(i), 4(ii) etc.



GENERAL CONDITIONS OF CONTRACT (GCC)
FOR CONSULTANCY SERVICES

1. The word 'Purchaser' refers to MAZAGON DOCK SHIPBUILDERS LIMITED, (MDL), a Company registered under the Indian Companies Act, 1913 and it includes its successors or assignees.
2. The word 'Consultant / Bidder' means the person / firm / Company who undertakes to provide consultancy services and/or undertake services of any nature assigned by the Purchaser from time to time and includes its successors or assignees.
3. GENERAL UNLESS OTHERWISE INDICATED SPECIFICALLY BY THE BIDDER / CONSULTANT IN HIS BID, IT SHALL BE CONSTRUED AS HIS ACCEPTANCE OF ALL THE CONDITIONS MENTIONED IN THIS GCC
4. PURCHASER'S PROPERTY All property (such as materials, drawings, documents etc) issued by the Purchaser or any other individual or firm on behalf of the Purchaser in connection with the contract shall remain confidential, being the property of the Purchaser and the Bidder / Consultant shall undertake to return all such property so issued and will be responsible for any or all loss thereof and damage thereto resulting from whatever causes and shall reimburse the Purchaser the full amount of loss and damage. On completion of work in any compartment / location, the Consultant must ensure that the place is left in a reasonably clean state and all scrap/Rubble/Debris/refuse is transferred to nearby scrap/Garbage/refuse bins.
5. RISK PURCHASE If the services not delivered / performed by the scheduled delivery date / period, any stoppage or discontinuation of services as stipulated in the order without written consent by Purchaser or not meeting the required quality standards the Purchaser shall be at liberty, without prejudice to the right of the Purchaser to recover Liquidated Damages / penalty as provided for in these conditions or to any other remedy for breach of contract, to terminate the contract either wholly or to the extent of such default. Amounts advanced or part thereof corresponding to the undelivered services shall be recoverable from the Consultant / Bidder at the prevailing bank rate of interest. The Purchaser shall also be at liberty to purchase or utilise the services as it deems fit, other articles of the same or similar description to make good such default and/or in the event of the contract being terminated, the balance of the articles of the remaining to be delivered there under. Any excess over the purchase price, cost of any articles supplied from the stock, as the case may be, over the contract price shall be recoverable from the Bidder / Consultant.
6. RECOVERY-ADJUSTMENT PROVISIONS: Payment made under one order shall not be assigned or adjusted to any other order except to the extent agreed upon in writing by the Purchaser. During the currency of the contract, if any sum of money is payable by the Bidder / Consultant the same shall be deducted from any sum then due or thereafter may become due to the Bidder / Consultant under the contract or any other contract with the Purchaser.
7. TRANSFER OF CONSULTANT'S RIGHTS: The Consultant / Bidder shall not either wholly or partly sell, transfer, assign or otherwise dispose of the rights, liabilities and obligations under the contract between him and the Purchaser without prior consent of the Purchaser in writing.
8. SUBCONTRACT & RIGHT OF PURCHASER The Consultant / Bidder shall under no circumstances undertake or subcontract any part of the services from or to any other Consultant without prior written approval of the Competent Authority of Purchaser. In the event it is found that such practice has been indulged in, the contract is liable to be terminated without notice and the Consultant / Bidder is debarred all from future tender enquiries / work orders. However, in no circumstances a Consultant is permitted to subcontract any part of the contract to the bidders who had quoted for the concerned tender.
9. AGENTS / AGENCY COMMISSION: The seller confirms and declares to the buyer that the seller is the original manufacturer or authorized distributor/stockiest of original manufacturer of the stores referred to in this contract and has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommended to the Buyer or any of its functionaries, whether officially or unofficially, to the award of the Contract / Purchase order to the Seller; nor has any amount been paid, promised or intended to be paid to any such individual or firm



in respect of any such intercession, facilitation or recommendation. The Seller agrees that if it is established at any time to the satisfaction of the Buyer that the present declaration is in any way incorrect or if at a later stage it is discovered by the Buyer that the Seller has engaged any such individual/firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this Contract / Purchase order, the Seller will be liable to refund that amount to the Buyer. The seller will also be debarred from participation in any RFQ/Tender for new projects/program with Buyer for a minimum period of five years. The buyer will also have a right to consider cancellation of the Contract either wholly or in part, without any entitlement or compensation to the Seller who shall in such event be liable to refund all payments made by the buyer in terms of the Contract along with interest at the rate of 2% per annum or 6% whichever is higher above LIBOR (London Inter Bank Offer Rate) (for foreign vendors) and base rate of SBI plus 2% (for Indian Vendors). The Buyer will also have the right to recover any such amount from any contracts concluded earlier with Buyer.

10. USE OF UNDUE INFLUENCE / CORRUPT PRACTICES: The Consultant / Bidder undertakes that he has not given, offered or promised to give, directly or indirectly any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the Purchaser or otherwise in procuring the contract or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the Contract with the Purchaser for showing or forbearing to show favour or disfavour to any person in relation to the Contract or any other Contract with the Purchaser. Any breach of the aforesaid undertaking by the Consultant / Bidder or any one employed by him or acting on his behalf (whether with or without the knowledge of the Consultant / Bidder) or the commission of any offence by the Consultant / Bidder or any one employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1980 or the Prevention of Corruption Act, 1947 or any other Act enacted for the prevention of corruption shall entitle the Purchaser to cancel the contract and all or any other contracts with the Consultant / Bidder and recover from the Consultant / Bidder the amount of any loss arising from such cancellation. A decision of the Purchaser or his nominee to the effect that a breach of the undertaking has been committed shall be final and binding on the Consultant / Bidder. The Consultant / Bidder shall not offer or agree to give any person in the employment of Purchaser any gift or consideration of any kind as "Inducement" or "reward" for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the contract/s. Any breach of the aforesaid condition by the Consultant / Bidder or any one employed by them or acting on their behalf (whether with or without the knowledge of the Consultant / Bidder) or the commission of any offence by the Consultant / Bidder or by any one employed by them or acting on their behalf which shall be punishable under the Indian Penal Code 1980 or the Prevention of Corruption by Public Servants, shall entitle Purchaser to cancel the contract/s and all or any other contracts and then to recover from the Consultant / Bidder the amounts of any loss arising from such contracts' cancellation, including but not limited to imposition of penal damages, forfeiture of Security Deposit, encashment of the Bank Guarantee and refund of the amounts paid by the Purchaser. In case, it is found to the satisfaction of the Purchaser that the Consultant / Bidder has engaged an Agent or paid commission or influenced any person to obtain the contract as described in clauses relating to Agents / Agency Commission and use of undue Influence, the Consultant / Bidder, on a specific request of the Purchaser shall provide necessary information / inspection of the relevant financial documents / information.

11. BANNED OR DE-LISTED CONSULTANTS / FIRMS. The bidders declare that they being Proprietors / Directors / Partners have not been any time individually or collectively blacklisted or banned or de-listed by any Government or quasi Government agencies or PSUs. If a bidder' entities as stated above have been blacklisted or banned or de-listed by any Government or quasi Government agencies or PSUs, this fact must be clearly stated and it may not necessarily be a cause for disqualifying him.

12. DISPUTE RESOLUTION MECHANISM AND ARBITRATION

13. DISPUTE RESOLUTION MECHANISM (DRM)

i) Any dispute/differences between the parties arising out of and in connection with the contract shall be settled amicably by mutual negotiations.

ii) In case of non-settlement by (i) above, if at any time, before, during or after the contract period any unsettled claim, dispute or difference arose between the parties, upon or in relation to or in connection with or in any way touching or concerning this tender/agreement/order/contract, the same shall be referred to the concerned Functional Director. The Functional Director shall then nominate an Executive of the rank of General Manager whom he thinks fit and competent or a Committee of



Executives who/which shall then scrutinise the claims/disputes that have been referred to the concerned functional Director and make efforts for amicable settlements by mutual discussions/negotiations.

iii) In case no amicable settlement is arrived by (ii) above within a period of three months, then the Consultant shall approach Public Grievance Cell and address the disputes as per the provisions made under the relevant clause of the contract.

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

14. **ARBITRATION.** Unresolved disputes/differences, if any, shall then be settled by arbitration. The Arbitration proceedings shall be conducted at Mumbai, India, in English Language, under the Arbitration & Conciliation Act, 1996. MDL prefers to have arbitration through Institutes such as Indian Council of Arbitration (ICA)/ICA-DR, with the mutual consent of the parties. In case of unresolved difference/dispute between the Purchaser and Consultant, being Central Public Sector Enterprises/Central Govt. departments, the disputes shall be resolved firstly through mutual discussion or through the empowered agencies of the Govt. or through arbitration by reference by either party to the department of Public Enterprises, as per extant guidelines. If disputes/differences remain unresolved/unexecuted, the same shall be referred first to the Cabinet Secretariat and then, if necessary to the PMO.

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

16. **CONTRACT LABOUR (REGULATION & ABOLITION) ACT 1970** 17. Consultant / Bidder shall obtain licence under Section 12 and 13 of the Contract Labour (Regulation & Abolition) Act, 1970 and rules made there under and the same should be kept valid at least until the expiry of contract with Purchaser. The registration and Licence under the Contract Labour (Regulation and Abolition) Act 1970 shall be renewed in time every year and if work continues for more than a year, a copy of the Licence is produced as and when demanded by the concerned authorities of Purchaser.

18. The Consultant / Bidder shall carryout his obligations and duties under the Contract Labour (Regulation & Abolition) Act, 1970 and the rules framed there under, but not limited to: - i) Pay in time, on or before 7th of every succeeding month not less than the prescribed minimum wages (as stipulated under item V (a) or V (b) of the Form VI prescribed Under Rule (25) 1 of the Act as applicable. ii) Disburse Wages in respect of workers working on Purchaser's jobs inside the premises under the supervision of nominated representative of the Purchaser. iii) Production of Wage / Attendance Register along with E. S. I. & P. F. Statements to Corporate Personnel Department (from 8th to 15th of every succeeding month) for verification of the same as required under the Contract Labour (Regulation and Abolition) Act 1970. iv) Forwarding to the respective Divisional Personnel Department a list of deductions and contributions duly effected from the salary / wages on Contract Labour engaged on Purchaser's jobs in respect of Employees' Provident Fund, Employees' Family Pension Fund and Employees' State Insurance Scheme, with reasons for non-deduction, if any, duly clarified by passing suitable remarks against the name of concerned employee on the list. v) Comply with all the statutory regulations and requirements concerned with employment of contract labour on Purchaser's jobs and shall follow all orders / decisions of the Government in this respect. Consultant / Bidder shall furnish all the statutory half yearly returns / six monthly statements concerning with such contract labour to the Licensing Executive in Form No. XXIV as per Rule 82 (1) of Contract Labour (Regulation & Abolition) Act 1970 and also forward a copy of these with necessary statistical information of manpower employed to the Corporate Personnel Department.

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

20. **MINIMUM WAGES ACT**



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

22. The Consultant / Bidder must settle all the pending dues of the employees i.e. arrears of wages, proportionate leave wages, proportionate bonus payment, etc.

23. Before winding up the site, the Consultant / Bidder shall pay all terminal dues to his employees such as Notice pay, Gratuity, Retrenchment compensation, etc.

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

25. Factories Act

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

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

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

29. Employees' Provident Funds and Miscellaneous Provisions Act, 1952

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

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

ii) under the Family Pension Scheme, and

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

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

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

33. Employees' State Insurance Act

34. The Consultant / Bidder should also cover all the eligible contract labourers working on MDL jobs, under the Employees' State Insurance Act and Scheme by furnishing necessary returns to appropriate authority and pay both employees' and employers' contributions in respect of these employees to the



concerned authorities within 20 days from the close of every month. The Consultant shall produce copy of R. D. F. duly acknowledged by ESI local office for confirmation that the workmen are covered under ESI Act and Scheme.

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

36. SAFETY:

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

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

39. POLICE VERIFICATION OF EMPLOYEES

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

41. The Purchaser may extend the delivery schedule as mutually agreed, on receipt of written communication from the Consultant / Bidder regarding occurrence of 'Force Majeure' conditions, but not exceeding six months from the scheduled delivery date. If the 'Force Majeure' conditions extend beyond this period, the Purchaser shall have the right to cancel the order without any financial implication to the Purchaser or on terms mutually agreed to.

42. FORFEITURE OF EMD / BID BOND In cases of withdrawal of bid during validity period or during any extension granted thereof, non-acceptance of agreed conditions of Technical and or Commercial and or Price Negotiations, non-submission of the security deposit and / or non-acceptance of the order the EMD or bid security will be forfeited or encashed as the case may be.

43. FORFEITURE OF SECURITY DEPOSIT Non-performance of agreed terms and or default/breach by Bidder/ Consultant will result in forfeiture of security deposit with application of risk purchase provisions as felt appropriate by the Purchaser.

44. FORFEITURE OF PERFORMANCE GUARANTEE In the event of Bidder/ Consultant failure to render consultancy services within a reasonable period of time, the Performance Bank Guarantee will be encashed by the Purchaser. The Purchaser's decision shall be final and binding on Bidder/ Consultant in this regard.



45. SERVICES The Services to be rendered shall be strictly in accordance with the Drawings/ Specifications/ Requirements indicated in the Tender Enquiry / Order with deviations, if any, as mutually accepted.

46. PROGRESS REPORTING & MONITORING Where so stipulated in the order, the Bidder / Consultant shall render such reports from time to time as regards the progress of the contract and in such a form as may be called for by the Purchaser.

47. CANCELLATION OF ORDER

48. The Purchaser reserves the right to cancel an order forthwith without any financial implications on either side, if services rendered/the progress of Services rendered is not to the satisfaction of Purchaser and failure on the part of the Bidder/ Consultant to comply with the delivery schedule is inevitable. In such an event the Bidder/ Consultant or shall repay all the advances together with interest at prevailing bank rates from the date of receipt of such advances till date of repayment. The title of any property delivered to Purchaser will be reverted to the Bidder/ Consultant at his cost.

49. In case of breach / non-compliance of any of the agreed terms & conditions of order / contract. MDL reserves the right to recover consequential damages from the Consultant on account of such premature termination of contract.

50. In case of delay beyond agreed period for liquidated damages or 10 weeks from contractual delivery period whichever is earlier, MDL reserves the right to cancel the order and procure the order items / services from any available source at MDL's option & discretion and entirely at your risk and cost. Extra expenditure incurred by MDL in doing will be recoverable from Bidder/ Consultant.

51. TAXES & DUTIES / STATUTORY LEVIES. i) Bidder shall indicate separately the taxes and duties applicable in their offer. Taxes shall be paid as indicated in the Purchase Order/Contract. Tax deduction at source (TDS) will be effected wherever applicable from the bills of the Consultant as per statutes. ii) GST as per GST Laws shall be payable extra as quoted and agreed. iii) In case of purchases of goods/services from unregistered dealers under GST Laws, GST will be paid by MDL under reverse charge mechanism. iv) 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. Page | 272 v) 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 Consultant. Consultant 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 / Consultant or otherwise. vi) In case, MDL is unable to avail ITC, supplier/ Consultant 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, nonpayment of taxes or non-filing of returns or any other reason not attributable to MDL, Supplier / Consultant 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/ Consultant and MDL ends up in reversal of credits and / or payments, supplier / Consultant 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 / Consultant or otherwise. vii) 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. viii) 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 Page | 273 Bill Receipt Centre at MDL gate, and a copy of the invoice should be given to the goods receiving section (GRS). ix) 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/ Consultant, MDL retains right to withhold payments towards tax portion until the same is corrected & complied by the supplier/ Consultant with the requirement of GST along with satisfactory evidence. x) 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). xi) 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. xii) 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. xiii) Taxes and other levies shall be deducted at source, wherever applicable, from the invoices of the Consultant /Bidder as per statutes. xiv) Any increase/decrease in taxes, duties & levies or introduction of new taxes due to change in the legislation shall be subject to adjustment. xv) If, in the price structure quoted for the required goods, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit prices shall prevail and the total price corrected accordingly. xvi) If there is an error in a total corresponding to the addition of subtraction of sub-totals, the sub-totals shall prevail and the total shall be corrected. xvii) If there is a discrepancy between words and figures, the amount in words shall prevail.

52. TECHNOLOGICAL DEVELOPMENTS / MODIFICATIONS The Bidder / Consultant shall unconditionally and free of cost to the Employer transfer information on technological developments / innovations / modifications which the Bidder / Consultant would evolve in future (within 3 years) in relation to the services rendered. To enable this, the Employer's address shall be added to the Consultant's / bidder's mailing list or database or any other document maintained for dissemination of product information and the Employer shall be informed of the action taken in this regard. If such improvements / modifications are brought in by the Consultant / Bidder by the Employer, the Bidder / Consultant shall incorporate such improved versions in the equipment without any extra cost to the Employer. If the Employer be desirous of getting incorporated all post supply modifications / improvements arising out of technological developments to the original equipment supplied by the Bidder / Consultant, the Bidder / Consultant, shall quote for and carry out all such modifications to the equipment. Where the whole or a portion of the equipment has been specifically developed by the Bidder / Consultant for the Owner and the latter would through the Employer be bearing the entire or part of the development cost incurred by the Bidder / Consultant, the design rights for the whole or portion thereof, of the equipment as appropriate, shall vest in the Owners. Prior approval of the Owner should be obtained before similar articles are sold / supplied to any other party other than the Owner. If such approval is given and sale is effected, the Bidder / Consultant shall pay to the Owner royalty at the rate mutually agreed to.

53. PURCHASER'S RIGHT TO ACCEPT ANY BID, PART OF BID AND TO REJECT ANY OR ALL BIDS. The Purchaser reserves the right to accept and or reject any or all tenders and or to withdraw the tender in to and or award the contract / order in full or part to more than one Consultant without assigning any reason whatsoever and without thereby incurring any liability to the affected Bidder or Bidders or any obligations to inform the affected Bidder or Bidders of the grounds for MDL action.

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

55. CHANGE IN PERSONNEL: On receipt of written request from MDL, the Consultant shall immediately arrange for replacement of his personnel by personnel of comparable competence within



the period of one-month from the date of intimation. The cost of such replacement shall be borne by the Consultant.

56. SERVICES OF NOTICES ON CONSULTANT: Any notice to be given to the Consultant under the terms of the contract shall be served by sending the same by post or leaving the same at the Consultant's principal place of business (or in the event of the Consultant being a company, to its registered office).

57. SERVICES OF NOTICES ON MDL: Any notice, to be given to MDL under the terms of the contract, shall be served by sending the same by post or leaving the same at MDL's address.

58. STATUS OF CONSULTANTS: i) The Consultant covenant that there shall not be any material change in their partnership deeds, shareholding, partners or its directors as the case may be during the subsistence of consultancy contract period.

59. PROPRIETARY RIGHTS OF MDL IN REPORTS AND RECORDS: All reports and relevant data such as maps, diagrams, plans, statistics and supporting records, calculations, materials compiled or prepared in the course of the services shall be confidential and shall be the absolute property of MDL. The consultant shall deliver all these materials, data to MDL upon completion of the work and shall not use for any other purposes.

60. CONFIDENTIALITY: Except with prior written consent of MDL, the Consultant and their personnel shall not at any time communicate to any person or entity, any confidential information disclosed to them for the purpose of services or disclosed by them in the course of rendering the services, nor shall the consultant or their personnel make public any information as to the recommendations formulated in the course of the services.(Engineer in Charge shall obtain Non-Disclosure Agreement (NDA) from the Consultant. The NDA to be signed by HOD(TS) and Consultant.)

61. Export lice & PATENT RIGHTS: Consultant hereby indemnify, protect and defend at Architect/consultant's own expense, MDL and its employees from and against any and all direct damages and or losses and or injury arising out of any negligence and or violation by the consultant in respect of drawings/ infringement of patent rights/ failure to exercise the skill and care required for performance of the assigned work by making good such damages to the property, setting right the design deficiencies, setting right the infringement of patent rights, compensating personal injury. Provided, however, ceiling on Architect/ Consultant's liability under this provision shall be equal to the total fees of the Architect/Consultant.

63. DUTY OF PERSONNEL OF BIDDER: MDL being a Defence Organisation, the Bidder undertakes that their personnel deployed in connection with the entrusted work will not indulge in any activities other than the duties assigned to them.

64. COMMUNICATION & LANGUAGE FOR DOCUMENTATION: Any letter, facsimile message, e-mail intimation or notice sent to the Bidder at the last known address mentioned in the offer / order shall be deemed to be valid communication for the purpose of the order/contract. Unless stated otherwise by the Employer, Language for communication & all documentation shall be same, which the Employer has used in the tender enquiry.

**GENERAL CONDITIONS OF CONTRACT ACCEPTANCE FORMAT**To,
Mazagon Dock Shipbuilders Limited**Tender Enquiry No.....****Date:.....**

GCC Clause No	Bidder's Remark	GCC Clause No	Bidder's Remark	GCC Clause No	Bidder's Remark
	Acc./ Dev		Acc./ Dev		Acc./ Dev
1		23		44	
2		24		45	
3		25		46	
4		26		47	
5		27		48	
6		28		49	
7		29		50	
8		30		51	
9		31		52	
10		32		53	
11		33		54	
12		34		55	
13		35		56	
14		36		57	
15		37		58	
16		38		59	
17		39		60	
18		40		61	
19		41		62	
20		42		63	
21		43		64	

Company's Name & Address:

Signature:

Date:

Name:

Designation:

Bidder's Company Seal:

NOTES:

- Bidder(s) should carefully read the General Conditions of contracts (GCC) included in the tender prior to filling up this acceptance format.
- This format should be properly filled, signed and returned by the bidder(s) along with their technical offer for considering their Bid.
- Bidder(s) should indicate "ACC" for Accepted, "DEV" for Deviation Taken for each clause number in the above table.
- Bidder(s) to attach Separate Sheet indicating all relevant details such as Number & description of the Clause, Reasons for Deviation and Alternative suggested for any deviations taken by them.
- GCC clause numbers shown in the above format also includes the sub-clauses under these clauses.

**Enclosure-6****Financial Information of Bidder***(To be typed on Bidders Letterhead & submitted)*

Description	FY 2020-21	FY 2021-22	FY 2022-23	Average Annual Turnover
	Rs (in Cr.)	Rs (in Cr.)	Rs (in Cr.)	Rs (in Cr)
	X	Y	Z	(A) = (X+Y+Z)/3
Gross Annual Turnover of Consultancy services 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

**PARTICULARS OF EXPERIENCE IN SIMILAR PROJECTS**

Mazagon Dock Shipbuilders Limited,
Dock Yard Road,
Mumbai - 400010, INDIA

Sir,

Sub: Appointment of Project Management Consultant for Development at MDL Nhava yard, Raigad
Ref: MDL Tender No.

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 of the tender. The details of similar projects as stipulated in the tender enquiry form and completed satisfactorily by us are as under:

Similar Projects

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

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 Consultant:

Name and Address:

Place:

Date:

Official Seal

**Enclosure-8(B)****DECLARATION CERTIFICATE FOR LOCAL CONTENT**

This declaration serves as a declaration form for the bidders. (Before completing this declaration, bidders must study the General Conditions, Definitions, Govt. Directives applicable in respect of Local Content & prescribed tenderconditions).

THE BIDDER SHALL PROVIDE THIS CERTIFICATE FROM STATUTORY AUDITOR OR COST AUDITOR OF THE COMPANY (IN CASE OF COMPANIES) OR FROM A PRACTICING COST ACCOUNTANT OR PRACTICING CHARTED ACCOUNTANT (IN RESPECT OF SUPPLIER OTHER THAN COMPANIES) GIVING THE PERCENTAGE OF LOCAL CONTENT.

IN RESPECT OF BID/ TENDER No.

ISSUED BY: MAZAGON DOCK SHIPBUILDERS LIMITED

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

- (a) The facts contained herein are within my own personal knowledge.
(b) I have read and understood the requirement of local content (LC) and same is specified as percentage calculated in accordance with the definition provided at clause 2 of revised Public Procurement (preference to Make in India) Order 2017. "Local content" as per above order means the amount of value added in India which shall be the total value of items procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value in percent."
(c) I have satisfied myself that the goods/ services/ works to be delivered in terms of the above specified bid comply with the local content requirements as specified in the tender for 'Class- I Local Supplier' / 'Class-II Local Supplier', and as above.
(d) The local content calculated using the definition given above are as under:

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

Attach separate sheet duly signed if space is not sufficient

NB: Local content percentage shall be declared item wise

(e) I accept that the Procurement Authority / Institution / MDL / Nodal Ministry has theright to request that the local content be verified in terms of the requirements of revised Public Procurement (preference to Make in India) Order2017 dtd 16.09.2020 and I shall furnish the document / information on demand. Failure on my part to furnish the data will be treated as false declaration as per PPP MII Order 2017. In case of contract being awarded, I undertake to retain the relevant documents for 7 years from date of execution.

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

SIGNATURE of the Bidder:_____

DATE:_____

Seal / Stamp of Bidder

SIGNATURE: (TO BE SIGNED BY AUTHORISED SIGNATORY STRICTLY AS PER TEF CLAUSE NO. & STAMPED-VIZ; STATUTORY AUDITOR OR COST AUDITOR OF THE COMPANY (IN CASE OF COMPANIES) OR FROM A PRACTICING COST ACCOUNTANT OR PRACTICING CHARTED ACCOUNTANT (IN RESPECT OF SUPPLIER OTHER THAN COMPANIES)

**Enclosure-8 (D)****ACTUAL LOCAL CONTENT CERTIFICATE**

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

LOCAL CONTENT DECLARATION (post execution of contract / PO). THE SUPPLIER SHALL PROVIDE THIS CERTIFICATE FROM STATUTORY AUDITOR OR COST AUDITOR OF THE COMPANY (IN CASE OF COMPANIES) OR FROM A PRACTICING COST ACCOUNTANT OR PRACTICING CHARTED ACCOUNTANT (IN RESPECT OF SUPPLIER OTHER THAN COMPANIES) GIVING THE PERCENTAGE OF LOCAL CONTENT.

IN RESPECT OF CONTRACT No./ PO

No.....

ISSUED BY: MAZAGON DOCK SHIPBUILDERS LIMITED

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

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

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

Tender Item SrNo	Local content calculated as above %	Location of local value addition

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

Tender Item SrNo	Declared minimum Local content at the time of bidding (%)	Achieved Local content of delivered items (%)

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

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

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

SIGNATURE of the Bidder:_____DATE:_____**Seal / Stamp of Bidder**

SIGNATURE: (TO BE SIGNED BY AUTHORISED SIGNATORY & STAMPED-VIZ: STATUTORY AUDITOR OR COST AUDITOR OF THE COMPANY (IN CASE OF COMPANIES) OR FROM A PRACTICING COST ACCOUNTANT OR PRACTICING CHARTED ACCOUNTANT (IN RESPECT OF SUPPLIER OTHER THAN COMPANIES)



Enclosure-9(E)

Declaration by bidder for RESTRICTIONS UNDER RULE 144(XI) OF GENERAL FINANCIAL RULES GFRS, (2017) AS PER DIRECTIVES F NO. DPE/7(4)/2017-FIN DTD 24.02.2023 & ORDER NO F.7/10/2021-PPD (1) DTD 23.02.2023

(On bidder's Letter Head)

1. I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that our Firm M/s..... is not from such a country and does not have any specified Transfer of Technology (TOT) from such a country or, if from such a country or if having specified TOT from such a country has been registered with the Competent Authority.
2. I hereby certify that our Firm M/s..... fulfills all requirements in this regard and is eligible to be considered for procurement on GeM. [Where applicable, evidence of valid registration by the Competent Authority shall be attached along with this declaration as per the case]

Note – The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. MDL reserves the right to consider placement of Order / Contract or reject any or all tenders/Orders without assigning any reason.

COMPANY'S NAME & ADDRESS:

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



Enclosure-9(F)

Declaration in respect of debarred under Public Procurement Policy (PPP) Make In India (MII) order 2017, GeM, CPPP including Tender holiday issued by MDL.

*I have read the **Clause No. 73** of the Tender and hereby declare that I/ we have not been debarred by any Government or quasi Government agencies or PSU's under Public Procurement Policy (PPP) Make In India (MII) order 2017, GeM and CPPP.*

Further, I hereby declare that I/ we have not been given the Tender holiday by MDL.

SIGNATURE: _____

DATE: _____

Seal / Stamp of Bidder

**INTEGRITY PACT**

1. **Mazagon Dock Shipbuilders Limited (MDL)** hereinafter referred to as "**The Principal /Buyer**" Andhereinafter referred to as "**The Bidder/ Contractor**"

Preamble

The Principal/Buyer intends to award, under laid down organizational procedures, contract/s forThe Principal/Buyer values full compliance with all relevant laws of the and, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder(s) and /or Contractor(s).

In order to achieve these goals, the Principal/Buyer will appoint an Independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 - Commitments of the Principal/Buyer:

(1) The Principal/Buyer commits itself to take all measures necessary to prevent corruption and to observe the following principles:

a) No employee of the Principal/Buyer, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

b) The Principal/Buyer will during the tender process treat all Bidder(s) with equity and reason. The Principal/Buyer will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

c) The Principal/Buyer will exclude from the process all known prejudiced persons.

d) The Principal/Buyer undertakes to scrupulously follow the Purchase Manual containing Standard Terms & Conditions (STAC) and General Terms & Conditions (GT&C) in respect of procurement contracts for goods, services and civil works.

(2) If the Principal/Buyer obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti Corruption Laws of India, or it there be a substantive suspicion in this regard, the Principal/Buyer will inform the Chief Vigilance Officer, MDL and in addition can initiate disciplinary actions.

Section 2 - Commitments of the Bidder(s)/Contractor(s):

(1) The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

a) The Bidder(s)/Contractor(s) will not, directly or through any other persons or firm, offer promise or give to any of the Principal/Buyer's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage or any kind whatsoever during the tender process or during the execution of the contract.

b) The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant Anti Corruption Laws of India; further the Bidder(s)/Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to other, any information or document provided by the Principal/Buyer as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. All payments made to the Indian Agent/representative have to be in Indian Rupees only. Further details as



mentioned in the "Guidelines of Indian Agents of Foreign suppliers" shall be disclosed by the Bidders(s)/Contractor(s). Copy of the "Guidelines on Indian Agents of Foreign Suppliers" as annexed.

e) The Bidder(s)/Contractor(s) will when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

f) The Bidder (s)/Contractor(s), their agents, representatives shall not do such things so as to interfere with the procedures laid down in the Principal/Buyer's Purchase Manual containing the Standard Terms and Conditions (STAC) and General Terms and Conditions (GT&C) in respect of procurement contracts for goods, services and civil works.

g) The Bidder commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

(2) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 - Disqualification from tender process and exclusion from future contracts:

If the Bidder(s)/Contractor(s) before contract award has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility as Bidder(s) in question, the Principal/Buyer is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or to terminate the contract, if already signed for such reason, as per the procedure mentioned in the "Guidelines on Banning of

business dealings" Copy of the "Guidelines on Banning of business dealings" is annexed

1) If the Bidder(s)/Contractor(s) has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal/Buyer is entitled also to exclude the Bidder(s)/Contractor(s) from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances

of the case, in particular the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder(s) and the amount of the damage. The exclusion will be imposed for a minimum of six months and maximum of five years, which may be further extended at the discretion of the Principal/Buyer.

2) A transgression is considered to have occurred, if the Principal/Buyer after due consideration of the available evidence, concludes that no reasonable doubt is possible.

3) The Bidder (s) accepts and undertakes to respect and uphold the Principal/Buyer's absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining legal advice.

4) If the Bidder(s)/Contractor(s) can prove that he has restored/ recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Buyer may revoke the exclusion prematurely.

Section 4 – Sanctions for Violation:

(1) Any breach of the aforesaid provisions by the Bidder or any one employed by him or acting on his behalf (whether with or without the knowledge of the Bidder) or the commission of any offence by the Bidder or any one employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act 1988 or any other Act enacted for the prevention of corruption shall entitle the Principal/Buyer to take all or any one of the following actions, wherever required –

a) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the Bidder. However, the proceedings with the other Bidder (s) would continue.

b) The Earnest Money Deposit/Security Deposit/Performance Bond shall stand forfeited either fully or partially, as decided by the Principal/Buyer, and the Principal/Buyer shall not be required to assign any reason there for.

c) To immediately cancel the contract, if already signed, without giving any compensation to the Bidder.

d) To recover all sums already paid by the Principal/Buyer, in case of an Indian Bidder with interest thereon at 2% higher than the prevailing Base Rate of SBI, and in case of a Bidder from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the Bidder from the Buyer in connection with any other contract



for any other Defence stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.

e) To encash the advance Bank Guarantee and Performance Bond/Warranty bond, if furnished by the Bidder, in order to recover the payments, already made by the Principal/Buyer, along with interest.

f) To cancel all or any other contracts with the Bidder.

g) To debar the Bidder from entering into any bid from Principal/Buyer for a minimum period of five years, which may be further extended at the discretion of the Principal/Buyer.

h) To recover all sums paid in violation of this Pact by Bidder(s) to any middleman or agent or broker with a view to securing the contract.

i) If the Bidder or any employee of the Bidder or any person acting on behalf of the Bidder, either directly or indirectly, is closely related to any of the officers of the Buyer, or alternatively, if any close relative of an officer of the Buyer has financial interest/stake in the Bidder's firm, the same shall be disclosed by the Bidder at the time of filing of tender. Any failure to disclose the interest involved shall entitle the Buyer to rescind the contract without payment of any compensation to the Bidder. The term 'close relative' for this purpose would mean spouse whether residing with the Principal/Buyer's employee/employees or not, but not include a spouse separated from the Principal/Buyer's employee/employees by a decree or order of a competent court; son or daughter or step son or step daughter and wholly dependent upon Principal/Buyer's employee/employees, but does not include a child or step child who is no longer in any way dependent upon the Principal/Buyer's employee/employees or of whose custody the Principal/Buyer's employee/employees has been deprived of by or under any law; any other person related, whether by blood or marriage, to the Principal/Buyer's employee/employees or to the Principal/Buyer's employee/employees wife or husband and wholly dependent upon Principal/Buyer's employee/employees.

j) The Bidder shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the Principal/Buyer, and if he does so, the Principal/Buyer shall be entitled forthwith to rescind the contract and all other contracts with the Bidder. The Bidder shall be liable to pay compensation for any loss or damage to the Principal/Buyer resulting from such rescission and the Principal/Buyer shall be entitled to deduct the amount so payable from the money(s) due to the Bidder.

k) In cases where Irrevocable Letters of Credit have been received in respect of any contract signed by the Principal/Buyer with the Bidder, the same shall not be opened.

(2) The decision of the Principal/Buyer to the effect that a breach of the provisions of this Integrity Pact has been committed by the Bidder shall be final and binding on the Bidder, however, the same Bidder can approach the Monitor(s) appointed for the purposes of this Pact.

Section 5 - Previous Transgression:

(1) The Bidder declares that no previous transgressions occurred in the last three years with any other company in any country conforming to the anti corruption approach or with any other public section enterprise in India that could justify his exclusion from the tender process.

(2) If the bidder makes incorrect statement on this subject, he can be disqualified from the tender process or further action can be taken.

Section 6 - Equal treatment of all Bidders/Contractor(s)/Subcontractors:

(1) The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this integrity Pact, and to submit it to the Principal before contract signing.

2) The Principal/Buyer will enter into agreements with identical conditions as this one with all bidders, contractors and subcontractors.

(3) The Principal/Buyer will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 - Criminal charges against violation Bidder(s)/Contractor(s)/Subcontractor(s):

(1) If the Principal/Buyer obtains knowledge of conduct of a Bidder, Contractor or subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor of subcontractor which constitutes corruption or if the Principal has substantive suspicion in this regard, the Principal/Buyer will inform the same to the Chief Vigilance Officer, MDL.

Section 8 - Independent External Monitor/Monitors:



- (1) The Principal/Buyer appoints competent and credible independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairman & Managing Director of the Principal/Buyer.
- (3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all project documentation of the Principal/Buyer including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality.
- (4) The Principal/Buyer will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations, between the Principal/Buyer and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal/Buyer and request the Management to discontinue or take corrective action, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. However, the Monitor shall give an opportunity to the Bidder(s)/Contractor(s) to present its case before making its recommendation to the Principal/Buyer.
- (6) The Monitor will submit a written report to the Chairman & Managing Director of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the Principal/Buyer and, should the occasion arise, submit proposals for correcting problematic situations.
- (7) Monitor shall be entitled to compensation on the same terms as being extended to / provided to Independent Directors on the Board of Principal/Buyer.
- (8) If the Monitor has reported to the Chairman & Managing Director of the Principal, a substantiated suspicion of an offence under relevant Anti Corruption Laws of India and the Chairman & Managing Director of the Principal/Buyer has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- (9) The word 'Monitor' would include both singular and plural.

Section 9 - Pact Duration:

This pact begins when both parties have legally signed it. It expires for the Contractor **12 months** after the last payment under the contract and for all other Bidders **06 months** after the contract has been awarded. If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above unless it is discharged / determined by Chairman & Managing Director of the Principal/Buyer.

Section 10- Other provisions:

- (1) This agreement is subject to Indian Law, place of performance and jurisdiction is the Registered Office of the Principal/Buyer, i.e. Mumbai. The Arbitration clauses provided in the main tender document/ contract shall not be applicable for any issue/dispute arising under this Integrity pact.
- (2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- (3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

Section 11 – Fall Clause:



“The Bidder undertakes that it has not supplied/is not supplying similar products/ systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/systems or sub systems was supplied by the Bidder to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance of elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the Bidder to the Principal/Buyer, if the contract has already been concluded.”

For & on behalf of
MAZAGON DOCKSHIPBUILDERS LIMITED
Bidder/Contractor
(Office Seal)

For & on behalf of
(Office Seal)

Place _____
Date _____

Witness 1:
(Name & Address)

Witness 2:
(Name & Address)



Annexure-I

GUIDELINES FOR INDIAN AGENTS OF FOREIGN SUPPLIERS

1.0 There shall be compulsory registration of agents for all Global (Open) Tender and Limited Tender. An agent who is not registered with MDL shall apply for registration.

1.1 An agent shall represent only one Foreign Supplier and not represent two suppliers or quote on their behalf in the same tender. However, either the Indian Agent on behalf of the Foreign Suppliers (also includes foreign manufacturers) or the Foreign Suppliers (also includes foreign manufacturers) directly could bid in a tender, but not both. In cases where an agent participates in a tender on behalf of one manufacturer, shall not quote on behalf of another manufacturer along with the first Manufacturer in a subsequent/parallel tender for the same item.

1.2 Registered agents will file an authenticated Photostat copy duly attested by a Notary Public/Original certificate of the principal confirming the agency agreement and giving the status being enjoyed by the agent and the commission/remuneration/salary/ retainer ship being paid by the principal to the agent before the placement of order by MDL.

1.3 Wherever the Indian representatives have communicated on behalf of their principals and the foreign parties have stated that they are not paying any commission to the Indian agents, and the Indian representative is working on the basis of salary or as retainer, a written declaration to this effect should be submitted by the party (i.e. Principal) before finalizing the order.

2.0 DISCLOSURE OF PARTICULARS OF AGENTS/ REPRESENTATIVES IN INDIA, IF ANY.

2.1 Tenderers of Foreign nationality shall furnish the following details in their offer:

2.1.1 The name and address of the agents/representatives in India, if any and the extent of authorization and authority given to commit the Principals. In case the agent/representative be a foreign Company, it shall be confirmed whether it is real substantial Company and details of the same shall be furnished.

2.1.2 The amount of commission/remuneration included in the quoted price(s) for such agents/representatives in India.

2.1.3 Confirmation of the Tenderer that the commission/ remuneration if any, payable to his agents/ representatives in India, may be paid by MDL in Indian Rupees only.

2.2 Tenderers of Indian Nationality shall furnish the following details in their offers:

2.2.1 The name and address of the foreign principals indicating their nationality as well as their status, i.e, whether manufacturer or agents of manufacturer holding the Letter of Authority of the Principal specifically authorizing the agent to make an offer in India in response to tender either directly or through the agents/representatives.

2.2.2 The amount of commission/remuneration included in the price (s) quoted by the Tenderer for himself.

2.2.3 Confirmation of the foreign principals of the Tenderer that the commission/remuneration, if any, reserved for the Tenderer in the quoted price (s), may be paid by MDL in India in equivalent Indian Rupees on satisfactory completion of the Project or supplies of Stores and Spares in case of operation items.

2.3 In either case, in the event of contract materializing, the terms of payment will provide for payment of the commission /remuneration, if any payable to the agents/representatives in India in Indian Rupees on expiry of 90 days after the discharge of the obligations under the contract.

2.4 Failure to furnish correct and detailed information as called for in paragraph-2.0 above will render the concerned tender liable to rejection or in the event of a contract materializing, the same liable to termination by MDL. Besides this there would be a penalty of banning business dealings with MDL or damage or payment of a named sum.

**Annexure-II****GUIDELINES ON BANNING OF BUSINESS DEALINGS****CONTENTS**

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1. Introduction

1.1 Mazagon Dock Shipbuilders Limited (MDL), being a Public Sector Enterprise and 'State', within the meaning of Article 12 of Constitution of India, has to ensure preservation of rights enshrined in Chapter III of the Constitution. MDL as also to safeguard its commercial interests. MDL deals with Agencies, who have a very high degree of integrity, commitments and sincerity towards the work undertaken. It is not in the interest of MDL to deal with Agencies who commit deception, fraud or other misconduct in the execution of contracts awarded / orders issued to them. In order to ensure compliance with the constitutional mandate, it is incumbent on MDL to observe principles of natural justice before banning the business dealings with any Agency.

1.2 Since banning of business dealings involves civil consequences for an Agency concerned, it is incumbent that adequate opportunity of hearing is provided and the explanation, if tendered, is considered before passing any order in this regard keeping in view the facts and circumstances of the case.

2. Scope

2.1 MDL reserves its rights to remove from list of approved suppliers / contractors or to ban business dealings if any Agency has been found to have committed misconduct and also to suspend business dealings pending investigation.

2.2 Similarly, in case of sale of material there is a clause to deal with the Agencies / customers / buyers, who indulge in lifting of material in unauthorized manner.

2.3 However, absence of such a clause does not in any way restrict the right of MDL to take action / decision under these guidelines in appropriate cases.

2.4 The procedure of (i) Removal of Agency from the List of approved suppliers / contractors; (ii) Suspension and (iii) Banning of Business Dealing with Agencies, has been laid down in these guidelines.

2.5 These guidelines apply to all the Divisions/Yards of MDL.

2.6 It is clarified that these guidelines do not deal with the decision of the Management not to entertain any particular Agency due to its poor / inadequate performance or for any other reason.

2.7 The banning shall be with prospective effect, i.e., future business dealings.

3. Definitions

In these Guidelines, unless the context otherwise requires:

i) 'Bidder / Contractor / Supplier / Purchaser / Customer' shall mean and include a public limited company or a private limited company, a firm whether registered or not, an individual, a cooperative society or an association or a group of persons engaged in any commerce, trade, industry, etc. 'Bidder / Contractor / Supplier / Purchaser / Customer' in the context of these guidelines is indicated as 'Agency'.

ii) 'Inter-connected Agency' shall mean two or more companies having any of the following features:

a) If one is a subsidiary of the other.

b) If the Director(s), Partner(s), Manager(s) or Representative(s) are common;

c) If management is common;

d) If one owns or controls the other in any manner;



iii) 'Competent Authority' and 'Appellate Authority' shall mean the following:

a) Functional Director shall be the 'Competent Authority' for the purpose of these guidelines. CMD, MDL shall be the 'Appellate Authority'.

b) CMD, MDL shall have overall power to take suo-moto action on any information available or received by him and pass such order(s) as he may think appropriate, including modifying the order(s) passed by any authority under these guidelines.

iv) 'Investigating Department' shall mean any Department or Unit investigating into the conduct of the Agency and shall include the Vigilance Department, Central Bureau of Investigation, the State Police or any other department set up by the Central or State Government having powers to investigate.

v) 'List of approved Agencies - 'Bidder / Contractors / Suppliers / Purchasers / Customers shall mean and include list of approved / registered Agencies - 'Bidder / Contractors / Suppliers / Purchasers / Customers, etc.

4. Initiation of Banning / Suspension

Action for banning / suspension business dealings with any Agency should be initiated by the department having business dealings with them after noticing the irregularities or misconduct on their part. Besides the concerned department, Vigilance Department may also be competent to initiate such action.

5. Suspension of Business Dealings

5.1 If the conduct of any Agency dealing with MDL is under investigation by any department, the Competent Authority may consider whether the allegations under investigation are of a serious nature and whether pending investigation, it would be advisable to continue business dealing with the Agency. If the Competent Authority, after consideration of the matter including the recommendation of the Investigating Department, if any, decides that it would not be in the interest to continue business dealings pending investigation, it may suspend business dealings with the Agency. The order to this effect may indicate a brief of the charges under investigation. If it is decided that inter-connected Agencies would also come within the ambit of the order of suspension, the same should be specifically stated in the order. The order of suspension would operate for a period not more than six months and may be communicated to the Agency as also to the Investigating Department. The Investigating Department may ensure that their investigation is completed and whole process of final order is over within such period.

5.2 The order of suspension shall be communicated to all Commercial Departmental Heads. During the period of suspension, no business dealing may be held with the Agency.

5.3 As far as possible, the existing contract(s) with the Agency may continue unless the Competent Authority, having regard to the circumstances of the case, decides otherwise.

5.4 If the gravity of the misconduct under investigation is very serious and it would not be in the interest of MDL, as a whole, to deal with such an Agency pending investigation, the Competent Authority may order suspension of business dealing with Agency and send his recommendation to Chief Vigilance Officer (CVO), MDL alongwith the material available, copy of which may be issued to the Agency concerned with intimation to CVO MDL. Such an order would operate for a period of six months from the date of issue.

5.5 If the Agency concerned asks for detailed reasons of suspension, the Agency may be informed that its conduct is under investigation. It is not necessary to enter into correspondence or argument with the Agency at this stage.

5.6 It is not necessary to give any show-cause notice or personal hearing to the Agency before issuing the order of suspension. However, if investigations are not complete in six months' time, the Competent Authority may extend the period of suspension by another three months, during which period the investigations must be completed.

6. Ground on which Banning of Business Dealings can be initiated

6.1 If the security consideration, including questions of loyalty of the Agency to the State, so warrants;

6.2 If the Director / Owner of the Agency, proprietor or partner of the firm, is convicted by a Court of Law for offences involving moral turpitude in relation to its business dealings with the Government or any other public sector enterprises or MDL, during the last five years;

6.3 If there is strong justification for believing that the Directors, Proprietors, Partners, owner of the Agency have been guilty of malpractices such as bribery, corruption, fraud, substitution of tenders, interpolations, etc;

6.4 If the Agency continuously refuses to return / refund the dues of MDL without showing adequate reason and this is not due to any reasonable dispute which would attract proceedings in arbitration or Court of Law;

6.5 If the Agency employs a public servant dismissed / removed or employs a person convicted for an offence involving corruption or abetment of such offence;



6.6 If business dealings with the Agency have been banned/blacklisted by Government Agencies/ Statutory bodies, DGQA, Defence Shipyards, DPSUs or with whom commercial transactions have been suspended for sufficient and justifiable reasons. If the Agency having same promoters/Directors /Partners as the barred/blacklisted Company as at 6.6 above for the duration for which the barring/ blacklisting of sister concern persists.

6.7 If the Agency has resorted to Corrupt, fraudulent practices including misrepresentation of facts; If the agency who had fraudulently dealt with the Company for pecuniary gains or had connived with dealing officers for mutual benefit.

6.8 If the Agency uses intimidation / threatening or brings undue outside pressure on the MDL or its official in acceptance / performances of the job under the contract;

6.9 If the Agency indulges in repeated and / or deliberate use of delay tactics in complying with contractual stipulations;

6.10 Wilful indulgence by the Agency in supplying sub-standard material irrespective of whether pre-despatch inspection was carried out by MDL or not;

6.11 Based on the findings of the investigation report of CBI / Police against the Agency for malafide / unlawful acts or improper conduct on his part in matters relating to the MDL or even otherwise;

6.12 Established litigant nature of the Agency to derive undue benefit;

6.13 Continued poor performance of the Agency in several contracts;

6.14 If the Agency misuses the premises or facilities of the MDL, forcefully occupies, tampers or damages the Company's properties including land, water resources, forests / trees, etc. If the Agency who knowingly collude to defeat competition with the aim of deriving undeserved profit or gain from doing business with MDL. (Note: The examples given above are only illustrative and not exhaustive. The Competent Authority may decide to ban business dealing for any good and sufficient reason).

7. Banning of Business Dealings

7.1 Decision to ban business dealings with any Agency would apply throughout the Company.

7.2 There will be a Standing Committee to be appointed by the CMD which may include HOD of respective Commercial Section/Capital Works/OTS, HOD (M), rep of Legal Deptt. and OIC (SR&R) for processing the cases of "Banning of Business Dealings". The functions of the committee shall, inter-alia include:

i) To study the report of the Investigating Agency and decide if a prima-facie case for banning exists, if not, send back the case to the Competent Authority.

ii) To recommend for issue of show-cause notice to the Agency by the concerned department.

iii) To examine the reply to show-cause notice and call the Agency for personal hearing, if required.

iv) To submit final recommendation to the Competent Authority for banning or otherwise.

7.3 If the Competent Authority is prima-facie of view that action for banning business dealings with the Agency is called for, a show-cause notice may be issued to the Agency as per paragraph 9.1 and an enquiry held accordingly.

8 Removal from List of Approved Agencies - Suppliers / Contractors, etc.

8.1 If the Competent Authority decides that the charge against the Agency is of a minor nature, it may issue a show-cause notice as to why the name of the Agency should not be removed from the list of approved Agencies - Suppliers / Contractors, etc.

8.2 The effect of such an order would be that the Agency would not be disqualified from competing in Open Tender Enquiries but LTE may not be given to the Agency concerned.

8.3 Past performance of the Agency may be taken into account while processing for approval of the Competent Authority for awarding the contract.

9. Show-cause Notice

9.1 In case where the Competent Authority decides that action against an Agency is called for, a show-cause notice has to be issued to the Agency. Statement containing the imputation of misconduct or mis-behaviour may be appended to the show-cause notice and the Agency should be asked to submit within 15 days a written statement in its defence.

9.2 If the Agency requests for inspection of any relevant document in possession of MDL, necessary facility for inspection of documents may be provided.

9.3 The Competent Authority may consider and pass an appropriate speaking order:

a) For exonerating the Agency if the charges are not established;

b) For removing the Agency from the list of approved Suppliers / Contractors, etc.

c) For banning the business dealing with the Agency.

9.4 If it decides to ban business dealings, the period for which the ban would be operative may be mentioned. The order may also mention that the ban would extend to the interconnected Agencies of the Agency.

10. Appeal against the Decision of the Competent Authority



10.1 The Agency may file an appeal against the order of the Competent Authority banning business dealing, etc. The appeal shall lie to Appellate Authority. Such an appeal shall be preferred within one month from the date of receipt of the order banning business dealing, etc.

10.2 Appellate Authority would consider the appeal and pass appropriate order which shall be communicated to the Agency as well as the Competent Authority.

11. Review of the Decision by the Competent Authority

Any petition / application filed by the Agency concerning the review of the banning order passed originally by Competent Authority under the existing guidelines either before or after filing of appeal before the Appellate Authority or after disposal of appeal by the Appellate Authority, the review petition can be decided by the Appellate Authority upon disclosure of new facts / circumstances or subsequent development necessitating such review. The Competent Authority may refer the same petition to the separate Standing Committee which may be constituted by Appellate Authority for examination and recommendation.

12. Circulation of the names of Agencies with whom Business Dealings have been banned

12.1 Depending upon the gravity of misconduct established, the Competent Authority may direct HOD (Materials)/OIC (SR&R) to circulate the names of Agency with whom business dealings have been banned, to the Government Departments, other Public Sector Enterprises, etc. for such action as they deem appropriate.

12.2 If Government Departments or a Public Sector Enterprise request for more information about the Agency with whom business dealings have been banned, a copy of the report of Inquiring Authority together with a copy of the order of the Competent Authority / Appellate Authority may be supplied.

12.3 If business dealings with any Agency have been banned by the Central or State Government or any other Public Sector Enterprise, MDL may, without any further enquiry or investigation, issue an order banning business dealing with the Agency and its interconnected Agencies.

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

Mazagon Dock Shipbuilders Limited,
Dock Yard Road,
Mumbai - 400010, INDIA

Sir,

Sub: Appointment of Project Management Consultant for Development at MDL Nhava yard, Raigad

Ref: MDL Tender No.

With reference to **TEF Clause** (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.

SI	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:

SI	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 Consultant:

Name and Address:

Official Seal

Place:

Date:



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 (Rs)

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-14****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 ADRESS	:	
7.	BANK NAME	:	
8.	BANK ADDRESS	:	
9.	ACCOUNT NUMBER	:	
10.	ACCOUNT TYPE	:	
11.	IFSC CODE	:	
12.	MICR CODE	:	
13.	GST ID 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**



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

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

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

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

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

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

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

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

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

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

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

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

**PROFORMA FOR PERFORMANCE BANK GUARANTEE**

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

IN CONSIDERATION OF MAZAGON DOCK SHIPBUILDERS LIMITED (formerly known as MAZAGON DOCK LIMITED, a company incorporated under the Companies Act 1956 and having its registered office at Dockyard Road, Mumbai 400010 (hereinafter referred to as the "the 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-fulfillment 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 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 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")



PRICE BID (PART-II)
Illustrative rate sheet
(To be submitted online)

Job description	qty	unit	Quoted/ Not Quoted	SAC/ HSN	GST%
<p>Consultancy Fees for carrying out Detailed Design, preparation and submission of Preliminary Project Report, Detailed Project Report, obtaining approvals from statutory authorities for commencement of work, Tender Drawings and Construction Drawings, technical Specifications, detailed cost estimates, tender documents- for all marine, civil & structural, electrical & mechanical works and associated services etc and evaluation of Technical bid, price bid, completion of all activities leading to placement of award of Works Contract. Fees for Back Office Support during the Construction Period including visits of Designers, Architects, Draughtsman etc as and when necessitated and including Issue of Balance Good for Construction Drawings and vetting of Good for Construction Drawings and detailed design for Electrical/Mechanical systems/Shop Drawings prepared by the Contractor</p> <p>Payable proportionately to the percentage progress of work based on the certified RA bills of the Construction Contractor as per Payment schedule</p> <p>On satisfactory completion and acceptance of the project as per the agreement including all consultancy services leading to the completion of entire work, obtaining necessary approvals from requisite authorities, handing over documents/ reports submission of As built drawings, Stability Certificates and training of MDL employees Rendering of Project Management including review and comment on defects observed and render remedies to resolve the defects during Defect Liability Period of Works Contract Rendering professional services and advice after the commissioning of the project for settlement of any disputes, arbitrations, CTE/CVC/CAG audit query etc. in the planning and procedure of execution of this project for a period of 5 years.</p>	1	AU	Quoted/ Not Quoted		
Deployment of Site staff during Construction Stage of the Project Resident Engineer (Project In Charge) 48Man-Month	48	MAN MONTH	Quoted/ Not Quoted		
Deployment of Site staff during Construction Stage of the Project Assistant Resident Engineer (Civil/Structural) 96Man-Month	96	MAN MONTH	Quoted/ Not Quoted		
Deployment of Site staff during Construction Stage of the Project Assistant Resident Engineer (Mech) 36Man-Month	36	MAN MONTH	Quoted/ Not Quoted		
Deployment of Site staff during Construction Stage of the Project Assistant Resident Engineer (Elec) 36Man-Month	36	MAN MONTH	Quoted/ Not Quoted		



PART-A TO MDL TENDER NO.6000001617

Deployment of Site staff during Construction Stage of the Project Site Engineers (Civil) 288Man-Month	288	MAN MONTH	Quoted/ Not Quoted		
Deployment of Site staff during Construction Stage of the Project Civil Quality Engineers 96Man-Month	96	MAN MONTH	Quoted/ Not Quoted		
Deployment of Site staff during Construction Stage of the Project Surveyors 48Man-Month	48	MAN MONTH	Quoted/ Not Quoted		
Deployment of Site staff during Construction Stage of the Project Site Engineers (Structural) 36Man-Month	36	MAN MONTH	Quoted/ Not Quoted		
Deployment of Site staff during Construction Stage of the Project Site Engineers (Mech) 36Man-Month	36	MAN MONTH	Quoted/ Not Quoted		
Deployment of Site staff during Construction Stage of the Project Site Engineers (Elec) 36Man-Month	36	MAN MONTH	Quoted/ Not Quoted		
Deployment of Site staff during Construction Stage of the Project Documentation Controller Cum Office Administrator 96Man-Month	96	MAN MONTH	Quoted/ Not Quoted		
Deployment of Site staff during Construction Stage of the Project Project Planning, Contract Management 96Man-Month	96	MAN MONTH	Quoted/ Not Quoted		
Deployment of Site staff during Construction Stage of the Project Safety Engineer 96Man-Month	96	MAN MONTH	Quoted/ Not Quoted		
Carrying out all required Data Collection and field surveys and Environmental Studies and obtaining Environmental, CRZ and other Statutory Clearances for the Project considering Rapid EIA study as per payment schedule	1	AU	Quoted/ Not Quoted		
Additional for Comprehensive EIA study, if required	1	AU	Quoted/ Not Quoted		
Fees For Visiting Specialists (from Overseas) to be paid on a per visit basis (based on 6 days per visit inclusive of travelling time) as per actual deployment as per the man-visit rates Project Director (1AU is considered as 1 visit of 6days)	48	DAY	Quoted/ Not Quoted		
Fees For Visiting Specialists (from Overseas) to be paid on a per visit basis (based on 6 days per visit inclusive of travelling time) as per actual deployment as per the man-visit rates Technical Director (1AU is considered as 1 visit of 6days)	48	DAY	Quoted/ Not Quoted		
Fees For Visiting Specialists (from Overseas) to be paid on a per visit basis (based on 6 days per visit inclusive of travelling time) as per actual deployment as per the man-visit rates Project Manager (1AU is considered as 1 visit of 6days)	96	DAY	Quoted/ Not Quoted		
Fees For Visiting Specialists (from Overseas) to be paid on a per visit basis (based on 6 days per visit inclusive of travelling time) as per actual deployment as per the man-visit rates Gate Specialist (1AU is considered as 1 visit of 6days)	12	DAY	Quoted/ Not Quoted		
Fees For Visiting Specialists (from Overseas) to be paid on a per visit basis (based on 6 days per visit inclusive of travelling time) as per actual deployment as per the man-visit rates M & E specialist (1AU is considered as 1 visit of 6days)	48	DAY	Quoted/ Not Quoted		



Fees For Visiting Specialists (from Overseas) to be paid on a per visit basis (based on 6 days per visit inclusive of travelling time) as per actual deployment as per the man-visit rates Specialist for Geotechnical Investigation (1AU is considered as 1 visit of 6days)	6	DAY	Quoted/ Not Quoted		
Fees For Visiting Indian Specialists to be paid on per day basis as per actual deployment as per the man-day rates Project Director	8	DAY	Quoted/ Not Quoted		
Fees For Visiting Indian Specialists to be paid on per day basis as per actual deployment as per the man-day rates Technical Director	8	DAY	Quoted/ Not Quoted		
Fees For Visiting Indian Specialists to be paid on per day basis as per actual deployment as per the man-day rates Project Manager	16	DAY	Quoted/ Not Quoted		
Fees For Visiting Indian Specialists to be paid on per day basis as per actual deployment as per the man-day rates Gate Specialist	12	DAY	Quoted/ Not Quoted		
Fees For Visiting Indian Specialists to be paid on per day basis as per actual deployment as per the man-day rates M&E Specialist	16	DAY	Quoted/ Not Quoted		
Fees For Visiting Indian Specialists to be paid on per day basis as per actual deployment as per the man-day rates Specialist for Geotechnical Investigation	2	DAY	Quoted/ Not Quoted		
Fee for Additional Services arising due to Re-tendering (if availed by MDL) Review and submission of Revised Cost Estimate	1	AU	Quoted/ Not Quoted		
Fee for Additional Services arising due to Re-tendering (if availed by MDL) Re-Technical Bid Evaluation	1	AU	Quoted/ Not Quoted		
Fee for Additional Services arising due to Re-tendering (if availed by MDL) Re- Price bid Evaluation	1	AU	Quoted/ Not Quoted		

This is only for illustration for the purpose of indicating tax, whether quoted / not quoted.

BIDDER HAS TO QUOTE ONLINE AS PER THE PRICE BID FORMAT AVAILBALE ON E-PORTAL.



HINDRANCE REGISTER

1. Name of the Work:
2. Contract Agreement No. :
3. Date of Commencement:
4. Stipulated Date of Completion:
5. Extended Date of Completion, if applicable:
6. Name of the Supplier / Contractor:

Sr. No.	Nature of Hindrance	Activity of work affected	Date of notification by contractor	Name & Signature		Action Taken	Date of removal of hindrance	Name & Signature	
				Contractors Representative	Site Executive of MDL			Contractors Representative	Site Executive of MDL

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

1. Penalties will be imposed towards loss of passes/ non renewal of passes apart from warning as deemed necessary for Consultants, 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 Consultant and Project Officer shall be submitted to security office along with the prescribed penalty.



माझगांव डॉक शिपाबिल्डर्स लिमिटेड
तकनीकी सेवाएं विभाग

INVOICE CERTIFICATION

Ref No.:

Date:

Firm's Name: M/s. _____

RA Bill No: _____

A. Contract Details:

- Subject: _____
- MDL P.O. No: _____ dated: _____ Value: _____
- PO Original Delivery date: _____ Extended Delivery Date (if any): _____
- Performance Bank Guarantee/ Security Deposit vide No. _____
dated: _____ Rs. _____ Valid till _____

B: Invoice Details:

- Firms Invoice No: _____ dated _____
- Period of Work: From _____ To _____

S.N.	Description	Amount in Rs.
1.	RA Bill Amount	
2.	Escalation Amount	
3.	Total	

C. Certification Details:

The following have been appended along with the GST Tax Invoice:

- MDL service entry sheets duly signed attached : Yes/ Not Applicable
Service Entry Sheet No _____
- No Claim Certificate (applicable for Final Invoice only) : Yes/ Not Applicable
- Actual Local Content Certificate (applicable for Final Invoice only) : Yes/Not Applicable
- Price indices & Escalation sheet (if escalation is included) : Yes/ Not Applicable
- The following deductions to be made from the invoice:
 - Liquidated Damages as per purchase order : To be levied/Not Applicable
Details of LD to be levied (if applicable): _____
 - Other Deductions (if any): _____
 - Release of Provisional Retained Amount (if any): _____

Engineer in Charge

(Sign & Stamp with date)

Consultant

(Name, Sign & Stamp with Date)

Note: In case the invoice(s) are pertaining to Escalation only, endorsement of Engineer in Charge not required.



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 moves 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"

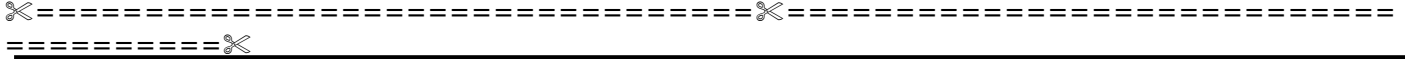
If a presidency Magistrate, Magistrate First Class or Sub-Divisional magistrate is satisfied with the information that there is reasonable ground for suspecting that an offence under this Act has been or is about to be committed, he may grant search warrant to any Police Officer to enter at any time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

-*****-



Address Label

Please cut & Affix Address label given below on the envelope for sending EMD, IPBG & Integrity Pact



Sub: Appointment of Project Management Consultant for Development at MDL Nhava Yard, Raigad

Ref: MDL Tender No.

To,

**HOD (Out Sourcing Dept.),
6th Floor, Service Block Bldg.,
Mazagon Dock Shipbuilders Limited,
Dock Yard Road, Mumbai - 400010.**

From,



CONFLICT OF INTEREST AMONG BIDDERS /AGENTS:
format to be submitted on letter head

MDL tender no.

Sub:

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

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

Note: The bidders have to give the undertaking for above paras along with part I bid

**CHECKLIST OF SUBMITTALS ATTACHED ALONGWITH ONLINE TECHNICAL BID****TENDER No.**

Bidder to indicate Submitted/ Not submitted and Yes / No under relevant Column and Reasons for Non submissions if any

SI No	Submittals (Scanned Copy)	Whether Submitted/ Not Submitted/ Not Applicable	Bidder to indicate the Reasons below for Non Submissions if any, or if they have indicated "NO" under relevant columns
1	Enclosure-1 viz Form of undertaking	Yes/ No	
2	Enclosure-2 viz TEF Acceptance Form	Yes/ No	
3	Enclosure-4 viz GCC Acceptance Form	Yes/ No	
	Enclosure-4A viz FIDIC Acceptance Form	Yes/ No	
4	Enclosure-5 viz Deviation Form	Yes/ No	
5	Enclosure-6 viz CA certified Average Audited Annual financial turnover of Past 03 years ending Mar 2023	Yes/ No	
6	Audit certified Balance Sheets of Past 03 years ending Mar 2023	Yes/ No	
7	Audit certified Profit/Loss Accounts of Past 03 years ending Mar 2023	Yes/ No	
8	Enclosure-7 viz Exp in Similar Projects	Yes/ No	
	a. Work Orders along with Scope of work and BOQ	Yes/ No	
	b. Completion Certificates issued / authenticated by Client	Yes/ No	
	c. TDS Copy in case of Work Completion Certificate issued by Private firm	Yes/ No	
	Whether Tender Item SI No indicated at Col I of Para (d) of Enclosure	Yes/ No	
	Whether Location of Value addition indicated at Col III of Para (d) of Enclosure	Yes/ No	
	Purchase Preference declaration Enclosure-8 B & D	Yes/ No	
10	ii) Enclosure-9(E) viz Declaration in respect of restriction under Rule 144 (xi) of the General Financial Rules (GFRs), 2017	Yes/ No	
	Enclosure-10 viz Key Personnel for this Project	Yes/ No	
11	Enclosure-11 - Integrity Pact	Yes/ No	
12	Enclosure -12 viz Declaration for Banned or delisted Tenderer	Yes/ No	
13	EMD		



PART-A TO MDL TENDER NO.6000001617

SI No	Submittals (Scanned Copy)	Whether Submitted/ Not Submitted/ Not Applicable	Bidder to indicate the Reasons below for Non Submissions if any, or if they have indicated "NO" under relevant columns
	a. Enclosure-13 , In case bidders pay EMD online or remit the same directly to MDL Bank account through NEFT	Yes/ No	
	b. Enclosure-15 In case bidders pay EMD in the form of Bank Guarantee	Yes/ No	
	i) Whether validity of BG is 4 weeks more than tender closing date	Yes/ No	
	ii) Whether Original BG is sent on Address mentioned at Enclosure-22 so as to reach within 7 days from tender closing date	Yes/ No	
	c. In case of EMD Exemption, whether Exemption Certificate for EMD viz NSIC/ MDL Registration Certificate/MSME Certificate etc. Submitted	Yes/ No	
16	a. Enclosure-14 viz RTGS Form	Yes/ No	
	b. Whether RTGS form is duly authenticated by any Bank	Yes/ No	
17	a. Solvency Certificate	Yes/ No	
	b. Whether Solvency Certificate is issued within One year as on Tender date	Yes/ No	
	c. Whether Solvency is issued by the bank from the list of banks as per MDL website	Yes/ No	
18	GST Registration Certificate	Yes/ No	
19	PAN CARD	Yes/ No	
20	a. Shop & Establishment Registration Certificate or Certificate of Incorporation	Yes/ No	
	b. Whether Shop and Establishment Certificate is valid as on date of submission	Yes/ No	
22	GeM Seller ID	Yes/ No	
23	Company Profile	Yes/ No	
24	Power of Attorney	Yes/ No	
25	Corrigendum, if any	Yes/ No	

The Bidder hereby declares that in case any of the above submittals are **not submitted/ not appended** along with the tender bid or the bidder have indicated "**No**" against any of the above submittals, MDL reserves the right to disqualify their bid for incomplete submission of the documents without assigning any reasons. The bidder shall be responsible for the incompleteness of their bid.

SIGNATURE _____

NAME _____

DESIGNATION _____

COMPANY SEAL

COMPANY _____

DATE _____