



माझगांव डॉक शिपबिल्डर्स लिमिटेड

(भारत सरकार का उपक्रम)

राष्ट्र के पोत निर्माता

डॉकयार्ड रोड, माझगांव

मुंबई - ४०००१०

भारत

MAZAGON DOCK SHIPBUILDERS LIMITED

(A Government of India Undertaking)

Shipbuilders to the Nation

Dockyard Road, Mazagon,

Mumbai 400 010.

INDIA

ई-निविदा फॉर्म दो हिस्सों में

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

मंडल: समवाय

DIVISION: CORPORATE

विभाग: तकनीकी सेवाएँ

DEPARTMENT: TECHNICAL SERVICES

निविदा क्रमांक: १९००००००२६७

TENDER NO: 1900000267

निविदा जारी दिनांक : ०६ अगस्त २०२६

TENDER DATE: 06 Aug. 2026

निविदा देय दिनांक एवं समय: २७ अगस्त २०२६ दोपहर १४:३० बजे.

CLOSING DATE & TIME: 27 Aug. 2026 at 1430 Hrs.

भाग १ - तकनीकी एवं वाणिज्यिक हिस्सा खोलने (ऑनलाइन) की तिथि एवं समय: २८ अगस्त २०२६, दोपहर १४:३० बजे से

Online Opening of Part-I (Techno-commercial Bid): 28 Aug. 2026, 1430 Hrs. IST onwards

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



MAZAGON DOCK SHIPBUILDERS LIMITED hereinafter referred to as **MDL**, INVITES ONLINE COMPETITIVE BIDS from reputed Bidders in TWO BID SYSTEM (Part-I Techno-Commercial Bid and Part-II Price Bid) on e-procurement portal <https://eprocuremdl.nic.in> for the following Work / Services:



कार्य का वर्णन **DESCRIPTION OF WORK**

- निक चेम्बूर यार्ड , न्हावा यार्ड और साउथ यार्ड
- नेक्स एमडीएल में सुरक्षा के लिए नए बियोमेट्रिक एक्सेस रूम का निर्माण |

Construction of New Biometric Access Rooms for Security at Anik Chembur Yard, Nhava Yard and South Yard Annex MDL.

निविदा क्र.: १९०००००२६७
TENDER NO: 1900000267

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1. प्रस्तावना /PREAMBLE

- 1.1. Mazagon Dock Shipbuilders Ltd. (MDL), a listed Company, hereinafter referred as Employer (Client), is a Public Sector Undertaking by the Government of India under the administrative control of Department of Defense production, Ministry of Defense.
- 1.2. MDL's main business/ activities are Shipbuilding, Submarine Construction and Heavy Engineering Works.
- 1.3. MDL intends to undertake Construction of New Biometric Access Rooms for Security at Anik Chembur Yard, Nhava Yard and South Yard Annex MDL.

2. काम का संक्षिप्त विवरण/BRIEF SCOPE OF WORK:

- 2.1. The brief Scope of Work, Technical Specification, Drawings & List of preferred Makes is appended at **Annexure -21**.
- 2.2. The Safety Instruction & Statutory compliances are attached at **Annexure A & B** respectively.

3. निविदाकर्ताओं के लिए निर्देश/ INSTRUCTIONS TO THE BIDDERS:

- 3.1. This is an e-tender and bids have to be submitted online ONLY. It is the sole responsibility of the bidders to submit their bids online in time. Bidders are, therefore, advised to commence the bidding process on the e-procurement portal WELL IN ADVANCE (preferably 3-4 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.
- 3.2. In case any bidder intending to respond against the tender and is not having the DSC to facilitate uploading of his bid, should approach the Service Provider at least 10 working days in advance of the tender closing date requesting for DSC. The request so made to the Service Provider should simultaneously be forwarded to MDL Dealing Officer. In case the DSC is not received within 3 to 4 working days of the request by the bidder, the Head of the concerned Commercial section be informed immediately. If the DSC is not received from the Service Provider three working days prior to the tender closing date, suitable extension to the tender closing date shall be considered if requested by the concerned bidder on submission of requisite supporting documents (scanned copy of application submitted to the service provider).
- 3.3. In case of any discrepancies
 - 3.3.1. Between Hindi and English Versions of the Tender Clauses, English Version will prevail.
 - 3.3.2. In the drawings or between the drawings, technical specifications, and/ or schedule of items/quantities, the contractor shall seek clarification from MDL and shall carry out the work in accordance with the clarification furnished by MDL.
 - 3.3.3. MDL at its discretion, may follow the following order of preference- Description of Schedule of Bill of Quantities, Technical Specifications, Drawings, General Condition of Contract.



- 3.4. Tender due date extension may have considered if extension of time asked by bidder in 3 days in advance.
- 3.5. The online bid can be submitted by the authorized representative of the bidder as detailed below,
- 3.5.1. By the Proprietor, in case of a proprietary firm; or
- 3.5.2. By a Partner, in case of a partnership firm and/or a limited liability partnership;
- 3.5.3. By a duly authorized person holding the Power of Attorney, in case of a Limited or Private Limited Company or a corporation.
- 3.6. 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 (TS), MDL. Contact details are as under:

MDL	
Shri. Kailash Shende DGM/HOS (TS-Comm.) Email: kshende@mazdock.com Tel No: +91 22 23764230 Mob No: 8879788189	Shri. Sachin M Ghanwat, CM (TS-Comm.) Mail: sghanwat@mazdock.com Tel No: +91 22 23764224 Mob No: 8879788195

3.7. 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.

3.8. **Corrigendum:**

- 3.8.1. 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.
- 3.8.2. 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.
- 3.9. Mazgoan 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.
- 3.10. The bidder shall not take any benefit of grammatical or printing mistakes, which may



have occurred.

3.11. **DEVIATIONS:** Deviations, if any, from Terms, Conditions & Technical requirements specified in the Tender Enquiry, General Conditions of Contract (GCC) 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.

3.12. 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.

3.13. 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.

3.14. 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.

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

4.1. No offer in sealed envelope will be accepted against e-Procurement.

4.2. Bidders can participate in online bidding

4.2.1. By registering with above referred portal for User ID and password.

4.2.2. By obtaining class III B DSC (Digital Signature Certificate) for secured bidding.

4.3. For any further details on e-tendering & Digital Signature Certificate (DSC), following are the contact details – email: eproc-support@gov.in , global support number - +91-120-4200462/+91-120-4001002, Mobile No -+918826246593.

4.4. For uploading the tender details, DSCs issued by the following are acceptable: i) n-Code ii) MTNL iii) TCS iv) SIFY

4.5. For mapping of DSC, representative of National Informatics Centre may be contacted.

4.6. Bidders who had earlier participated in MDL tenders on e-Procurement portal <https://mdl.eproc.in> need to register again on the current e-Procurement portal <https://eprocuremdl.nic.in>.

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

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

5.1.1. **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: -

i. In respect of technical requirements of the tender:



- a. Documentary evidence in support of Past experience and Performance on Similar work(s) during the last 7 years, stipulated under **TEF Clause No.7**, as applicable in the format attached at **Enclosure-8**.
 - b. Documents in support of general construction experience (Annual Turnover) **TEF Clause No.7.1.2** in the format attached at **Enclosure-3**
 - c. List of Key Personnel available for this Project **TEF Clause No.7.1.4**, in the format attached at **Enclosure-9**
 - d. **Under taking for making available the required Key personnel as specified in the tender.**
 - e. Scanned copy of Bidder's company profile.
- ii. In respect of Commercial requirements of the tender:
- a. Bidder's Undertaking at **Enclosure-1**.
 - b. Acceptance on clauses of Tender Enquiry (TEF) in the Prescribed Format **appearing online** stating 'Accepted' OR 'Not Accepted' as applicable for each of the clause in the format attached at **Enclosure-2**.
 - c. Acceptance on clauses of General Conditions of Contract (GCC) in the Prescribed Format appearing online stating 'Accepted' OR 'Not Accepted' as applicable for each of the clause in the format attached at **Enclosure-4**.
 - d. Deviations, if any, from Terms, Conditions & Technical requirements specified in the Tender Enquiry, GCC with reasons thereof shall be clearly indicated against the relevant clause(s) in the format attached at **Enclosure-5**.
 - e. CA Audited & certified Average Annual financial turnover during the last 3 years ending **31st March, 2025 TEF Clause No.7.2.7. a** Bidders shall upload scanned copies of Audit certified Balance Sheets & Profit/Loss Accounts for the last 3 years. Draft Audited Reports are not acceptable.
 - f. Bidders shall furnish Available Bid Capacity as required in **TEF Clause No. 7.2.5** and **Enclosure-6 & 7** duly certified by Chartered Accountant and scanned copy of the same shall be uploaded in online Part-I bid
 - g. Bidder shall submit Declaration certificate for Local Content as per **TEF Clause No. 40** and in the format attached at **Enclosure-10 (A)**. **A Sample filled up Form is appended for reference.**
 - h. Bidder shall submit Declaration in respect of restriction under Rule 144 (xi) of the General Financial Rules (GFRs), 2017 **TEF Clause No. 41** in the format attached at **Enclosure-10 (E)**.
 - i. Bidder shall submit Declaration in respect debarred under Public Procurement Policy (PPP) Make in India (MII) **TEF Clause No.40** order, in the format attached at **Enclosure-10 (F)**.
 - j. Bidder shall submit Declaration for Banned or delisted Tenderer/firms/Vendors as per **TEF Clause No.38** and in the format attached at **Enclosure-11**.
 - k. Online transfer or NEFT receipt.
 - l. The scanned image of BG towards Earnest Money Deposit (EMD) / BID BOND as stipulated in TEF Clause 9 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 (तकनीकी सेवाएँ),
तकनीकी सेवाएँ,
पहली मंज़िल, उत्तर ब्लॉक-५, □ लॉक यार्ड,
माझगांव डॉकशिपबिल्डर्स लिमिटेड,
डॉकयार्ड रोड, मुंबई - ४०००१० (भारत)
Head of Department (Technical Services),
Technical Services Department,
1st Floor, North Block-5, ALY.
Mazagon Dock Shipbuilders Limited,
Dock Yard Road, Mumbai - 400010. (INDIA).

The address label of the addressee is at Enclosure 27 on the envelope

- m. Integrity Pact shall be **duly signed and stamped on all pages** and the scanned image of the **Integrity Pact (IP) as stipulated in TEF clause no. 10 and Enclosure-13 shall be uploaded** along with the Technical Bid. **The original of the Integrity Pact 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., to the above address.
- n. Scanned copy of Bank details for payment by NEFT/RTGS/ECS with authenticated by the Banker in the format attached at **Enclosure-14**.
- o. Bidders shall upload scanned copy of Solvency certificate for at least **Rs 130 Lakhs**, 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). The Bank Guarantee shall be from banks as per list approved by SBI Bank published on MDL website.
- p. Scanned copy of **GST Registration Certificate & Permanent Account Number (PAN)**.
- q. Bidder ESIC code as per ESIC act and PF code- Bidder should have valid registration with Employees Provident Fund Organization under 'EPF and Miscellaneous Provisions Act, 1952'
- r. Scanned copy of Valid Bidder's Shop & Establishment Registration Certificate or Certification of Incorporation from Registrar of Companies or registration certificate from Registrar of firms.
- s. In case of Bidder registered with Mazgoan 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.
- t. Power of Attorney, in case of a Limited or Private Limited Company or a corporation.
- u. CHECKLIST OF SUBMITTALS attached along with online Technical Bid as per format at **Enclosure-26**.
- v. Declaration in respect of Conflict of Interest among Bidders/Agents- **Enclosure-29** to be filled and submitted duly signed and stamped.
- w. Signed copy of Corrigendum if issued by MDL.
- x. Submission of **Working Capital CA Certificate TEF Clause No.7.2.7. b**.



- y. Blank Price bid **indicating 'quoted / not quoted' against percentage quote and GST %, HSN code.**

Notes:

- i) MDL has a right to verify / cross verification of authenticity of the scanned documents with respect to original submitted against this tender.
- ii) 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.**
- iii) 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 with 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.
- iv) MDL reserves the right to seek clarification/ deficient documents from all the bidders quoted against the tender in the following cases:
 - a. For tenders with Overall ranking: If number of the techno-commercially qualified bids are less than X+5 where X is the number of order proposed to be placed.
- v) 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.

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

- a. Price Bid as appearing in the format is to be filled ONLINE ONLY by the Bidder.
- b. The estimated rates for various items in the Bill of Quantities (BOQ) are as appearing at Enclosure 19 and total estimated amount indicated in the Online Price bid(Part-II).
- c. The quantities of individual items in the BOQ are approximate and may vary.
- d. Bidders after considering the estimated rates of individual items in the BOQ at Enclosure 19 and the total estimated value, shall quote their overall percentage at par, below or above the estimated rates and GST percentage in the Online Price bid (Part-II).
- e. The percentage quoted/agreed by the Bidder shall be applied to the estimated rates of individual items in the BOQ, truncating off to two decimal places, to arrive at the order value.
- f. The Lowest Bidder (L1) shall be evaluated based on the overall cost quoted by the bidder including applicable Goods & Service Tax.
- g. However, Purchase Preference in line with Clause No 40.2 shall be given to Class I Local Supplier.
- h. If a firm quotes NIL charges/consideration, the bid shall be treated as unresponsive and will not be considered.
- i.

**6. बोलियाँ में संशोधन /MODIFICATION TO THE BIDS :**

6.1. 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.

7. पूर्व योग्यता मापदंड/ PRE-QUALIFICATION CRITERIA:**7.1. Technical PQC**

7.1.1. Particular experience- निविदा जारी दिनांक के पूर्व माह के अंतिम दिवस के समाप्ति तक पीएल सात वर्षों के दौरान समरूप कार्य के सफलतापूर्वक पूरा करने का अनुभव किसी भी निम्नलिखित के अंतर्गत होनी चाहिए:

Bidder's experience of having successfully completed similar works during last 7 years ending 31 July 2026 should be either of the following:

7.1.1.1. तीन समरूप संपन्न कार्य जिसकी प्रत्येक की लागत ₹ 153 लाख से कम न हो।

Three similar* completed works each costing not less than **₹ 153 Lakhs.**

OR

7.1.1.2. दो समरूप संपन्न कार्य जिसकी प्रत्येक की लागत ₹ 191 लाख से कम न हो।

Two similar* completed works each costing not less than **₹ 191 Lakhs.**

OR

7.1.1.3. एक समरूप संपन्न कार्य जिसकी प्रत्येक की लागत ₹ 306 लाख से कम न हो।

One similar* completed work costing not less than **₹ 306 Lakhs.**

***Similar Work:** “Similar work shall mean “Construction of RCC Building with Associated Electrical work.”

In respect of the above, following shall be applicable

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

(ii) Successfully completed or substantially completed similar works can also be considered for above similar works. Substantial completion shall be based on 80 (eighty) per cent (value wise) or more works completed under the contract. (Note: Substantial completion should not be defined in terms of percentage completion, rather it should be based on functional consideration.)

(iii) Client certificate for 'substantial project/work/asset should contain two parts. Part-I shall 'Financial value of work done' or client certified invoice and Part-II shall contain; certificate of functional completion of project/work/asset'.

7.1.2. 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.

7.1.3. General Construction Experience:

The bidder should have achieved an annual turnover of general construction work of at least Rs.648 Lakhs in any of the year over a period of 7 years, ending 31st March 2025. Further, out of the above annual turnover in the relevant year, the bidder should have achieved at least Rs.324 Lakhs from Civil work. Bidder has to submit a certificate from their Chartered Accountant for the above.

7.1.4. Personnel Capability: The Contractor's Key Personnel should meet the requirements of qualification and experience as under.

Sr. No.	Designation of Key Personnel	Total No	Qualification	Duration	Minimum Experience (In Years)
01	Project Manager cum planning/quality/Site/billing Engineer	1+1 (Civil Engineer)	Graduate Engineer or Diploma Engineer	Till Completion of the work	02 or 05 years respectively
02	Safety Supervisor	01	Diploma or Graduate	Till Completion of the work	02 Years

Note: i. Monthly deployment of staff means a minimum work for 25 days at site.
ii. Contractor to maintain attendance register, duly endorsed by EIC.

7.2. Commercial PQC

7.2.1. Submission of requisite Instrument in support of Bid Security viz. EMD/Proof of EMD Exemption.

7.2.2. Submission of Valid Bidder's Shop & Establishment Registration Certificate or Certification of Incorporation from Registrar of Companies or registration certificate from registrar of firms.

7.2.3. Submission of Integrity Pact.

7.2.4. Submission of Solvency

7.2.5. Submission of Available Bid Capacity equal to or more than **Rs.324 Lakhs**.

The Available Bid Capacity of the Bidder should be equal to or more than **324 Lakhs** The Available Bid Capacity shall be calculated as under:

Available Bid Capacity = $[1.5 \times A \times N] - B$, where

- A = Maximum value of General Construction works executed in any one year during the last five years (updated at the current price level by applying a weightage of 7% per annum), taking into account the completed as well as works in progress. Value of engineering works executed during



last five years shall be certified by Chartered Accountant and shall be considered for evaluation.

- ii. N = Number of years prescribed for completion of work for which bids have been invited =1.00 (**12 Months**)
- iii. B = Value (updated at the current price level) of the existing commitments and ongoing works to be completed in the next 'N' years. This statement should be submitted duly verified by Chartered Accountant.

Note: - The yield rate of GoI bonds as on the closing date of the tender shall be considered as discounting factor for updation of the value of “B”.

7.2.6. The Bidder shall submit the details as required in **clause 7.2.5** above in preformat **Enclosure- 6 & 7.**

7.2.7. Financial Capabilities'

- a. Bidder's average Audited Annual financial turnover during last 3 years ending 31st March 2025 should be at least **Rs. 97 Lakhs.** as per the annual report or audited balance sheet and profit and loss account of the relevant period, duly authenticated by a Chartered Accountant/ Cost Accountant.
- b. The bidder should have access to, or possess available liquid assets and other financial means (independent of any contractual advance payments) sufficient to meet the construction cash flow requirements for the subject contract, of the certain minimum amount specified. The bidder should have adequate sources of finance to meet the cash flow requirements of works currently in progress and for future contract commitments. In support of the above, the bidder should have positive Working capital as on 31st March 2025.

7.3. Clarification of Bids/Shortfall documents:

7.3.1. During evaluation and comparison of bids, MDL may, at its discretion, ask the bidder for clarifications on the bid. The request for clarification shall be given in writing, asking the bidder to respond by a specified date & time.

7.3.2. If the bidder does not comply or respond by the said date, his offer will be liable to be rejected.

7.3.3. Post-bid clarification at the initiative of the bidder shall not be entertained.

7.4. In case Projects submitted by the firm is carried out for a Project where the firm has formed Joint Venture/Consortium, the share of the firm in the Joint Venture/Consortium shall be considered for turnover/prior experience.

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

7.6. The condition of prior turnover and prior experience is relaxed only for all Start-ups recognized by Department for Promotion of Industry and Internal Trade (DPIIT) subject



to meeting of quality & technical specifications. (a) Start-ups shall be given 100% relaxation in prior turnover and prior experience.

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.

8. स्थल मुआयना /SITE VISIT:

8.1. The site for the work is located at Anik Chembur Yard, Nhava Yard and South Yard Annex, MDL.

8.2. **It is considered necessary that the Bidder(s) 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.**

8.3. Bidder(s), if required, may contact on telephone no. 022 2376 4224/4230 or email: sghanwat@mazdock.com for any doubts / clarifications / site visits.

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

9.1. Bidders shall furnish EMD of ☐ **6.50 Lakhs (Rupees Six Lakhs Fifty Thousand Only)**, against this tender.

9.2. EMD can be paid online through the link mazagondock.in/onlinepayment.aspx Or following the steps listed below:

- Go to www.mazgondock.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.

9.3. The EMD can also be remitted directly to MDL Bank Account as per details given below:

Beneficiary's Name	Mazagon Dock Shipbuilders Limited
Name of Bank	State Bank of India
Branch	Mazagon Br.
Branch Code	9054
Bank Address	Mazagon Branch, Mazagon, Mumbai – 400 010
Telephone No. of Bank	23752802
Account No	10005255246
Account Type	Current Account
IFSC Code	SBIN0009054
MICR / NECS Code	400002120
Income Tax PAN No.	AAACM8029J
Income Tax TAN No.	MUMMM02076E



9.4. In case bidders pay EMD online or remit the same directly to MDL Bank account through NEFT, they should specifically mention the details of company name as well as nature of remittance, tender number/order number etc. in the text/narration fields of Bank's NEFT remittance in order to identify the same. The format at **Enclosure-12** 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).

9.5. **The Bidders can also submit the EMD in form of irrevocable Electronic Bank guarantee (e-BG) or Structural Financial Messaging System Bank Guarantee (SFMS BG).** While submitting the Structural Financial Messaging System Bank Guarantee (SFMS BG). IFSC: ICIC0000393 shall be used.

~~9.5.1 Further, whenever a bidder submits SFMF BG, the bidder will mandatorily be required to submit letter from issuing bank that it is unable to issue NeSL (National e Governance Service Ltd) based e BG as on date. Such letter should accompany the SFMS BG - NOT APPLICABLE~~

9.5.2 Bidder shall get SFMS BG issued from SFMS enabled Bank as allowed by MDL in tender conditions. Bank shall issue the Bank Guarantee through SFMS system and send SFMS message to MDL's Bank confirming the authenticity of Bank Guarantee. Bidder will be required to submit SFMS BG towards performance Bond along with SFMS delivery report/message copy which has been transmitted to MDL's bank by BG issuing bank through SFMS system.

9.5.3 The SFMS BG will have to be given on non-judicial stamp paper/ with franking receipt e-stamping as per stamp duty applicable at the place from where the bid has emanated. The non-judicial stamp paper/ franking receipt e-stamping should be either in the name of the issuing bank or the bidder.

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

9.5.5 SFMS BG will not be acceptable unless details of the same is transmitted to the MDL's Bank through SFMS platform. Its bidder's responsibility to ensure that BG issuing bank send the BG advice correctly in the form of message format 760 COV vis SFMS (Structured Financial Messaging System) as provided by RBI while capturing all requisite fields including Beneficiary Account Name, Bank Name, Bank Account Number, IFSC Code etc.

9.5.6 In case of any error by the Bidder/contractor or BG issuing Bank while capturing the requisite field details / format or non-receipt of confirmation of BG through SFMS 760COV message format, the bidder/contractor shall be responsible for non-acceptance of the SFMS Bank Guarantee.

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



9.6. Bank Guarantee in the prescribed format at **Enclosure-15**. The Bank Guarantee (Including E-Bank Guarantee) should be valid for the offer validity period indicated in the Tender plus minimum one month as claim period and should be drawn from any of the banks 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 Co-operative banks or Regional Rural Banks). The Bank Guarantee shall be kept valid till validity period of the offer plus 30 days. The original of the scanned copy of EMD (BG) should reach HOD (C)/ Dealing Executive within seven days of the tender closing date.

9.7. The Bank Guarantee shall be from banks as per list approved by SBI Bank published on MDL website

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

9.9. EMD can also be submitted by way of NEFT/Demand Draft/ Pay order/ Insurance Security Bond/ 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). Crossed DD/ Pay Order issued by Cooperative banks however may be considered to be accepted and the bid would be considered accordingly.

9.10. Alternatively, bidder can submit the EMD in the form of ISB (Insurance Surety Bond) issued by an Indian Insurance company as defined in Section 2(7A) of the Insurance Act, 1938 and the Insurer should also be registered under the Insurance Act, 1938 to transact the business of general insurance and also registered with the IRDAI. The bond shall be irrevocable and unconditional. The Format for the ISB for EMD is attached at **Enclosure-30**.

9.11. 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-27**

9.12. **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.**

9.13. Refund of EMD in all the cases shall be without interest as stated below:

- i. EMD will be refunded to the **techno-commercially** rejected bidders within 15 days from the date of price bid opening and remaining bidders within 30 days of determination of L1 or placement of Order on Successful bidder whichever is earlier.
- ii. In the event of cancellation of tender, the EMD will be refunded / returned to all the bidders
- iii. EMD of successful bidders may be converted into performance security or refunded on receipt of performance security B.G.



- iv. 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.

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

- 9.14.1. If the bidder withdraws, amends, impairs or derogates from the tender, agreed conditions of Technical Negotiation Committee/Commercial Negotiation Committee /Price Negotiation Committee in any respect within the period of validity of his offer.
- 9.14.2. If the successful bidder declines acceptance of order.

9.15. बयाना राशि जमा करने से छूट/बोली प्रतिज्ञापत्र / EXEMPTION FROM SUBMISSION OF EMD/BID BOND:

- 9.15.1. State & Central Government of India Departments & Public Sector Undertakings.
- 9.15.2. Firms registered with MDL. To qualify for EMD exemption, firms should necessarily submit valid copy of the Registration Certificate issued by MDL under materials group 9990003 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.
- 9.15.3. 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.
- 9.15.4. Start-ups as recognized by Department of Industrial Policy and Promotion (DIPP).
- 9.15.5. 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: All the bidders including MSE's shall furnish EMD of ₹6,50,000/- (Rupees Six Lakhs Fifty Thousand Only), against this tender. The procurement being of works, EMD exemption is not applicable for MSE bidder.

10. खंडता समझौता / INTEGRITY PACT:

- 10.1 The Pact essentially envisages an agreement between the prospective vendors / bidders and MDL committing the persons / officials of both the parties, not to exercise any corrupt influence on any aspect of the contract.
- 10.2 Only those vendors / bidders who enter into such an Integrity Pact with MDL would be competent to participate in the bidding.



- 10.3 The Integrity Pact would be effective from the stage of invitation of bids till the complete execution of the contract. This pact begins when both parties have 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.
- 10.4 Integrity Pact shall be duly signed and stamped on all pages. Bidders shall upload the signed Integrity Pact, as per format enclosed at Enclosure-13 in the online Techno-Commercial Bid (Part-I). The hard copy of the 'INTEGRITY PACT' shall be submitted in the office of "Head of Department (Technical Services Dept.), 1st Floor, North Block-5, Mazagon Dock Shipbuilders Limited within 07 Days after closing of the tender.
- 10.5 The Integrity Pact would be signed by the Competent Authority in MDL & a copy returned to the bidder.
- 10.6 MDL has appointed Independent External Monitors (IEMs), who will monitor the tender process and the execution of the contract, for compliance with all relevant laws, rules, regulations, economic use of resources and for fairness / transparency in its relations with its Bidder(s) and /or Contractor(s). The names and complete address with contact details of the IEMs are displayed on MDL's website www.mazagondock.in
- i. Mr. M N Krishnamurthy IPS(Retd)
E-mail ID - krishnamurthymn19@gmail.com
 - ii. Mr. Deepak Kashyap, IRTS (Retd)
E-mail ID - deepakkashyapnd02@gmail.com

11. वैधता □ वधि /VALIDITY PERIOD:

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

11.2 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 the bid shall be rejected by MDL as non-responsive.

11.3 In exceptional circumstances, prior to expiry of the original validity of offer(s), the bidders will be requested to extend the period of offer validity for a specified additional period. The request and the bidder's responses shall be made in writing. If the bidder does not accept the request of MDL for extension of validity, the bid security will not be forfeited. A bidder agreeing to the request will not be required or permitted to modify his bid, but will be required to extend the validity of his bid security. 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.

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

- 12.1. **Part-I (Techno-commercial Bid):** **Part-I bid will be opened online on the due tender** opening date from 15:30 Hrs onwards in TS Dept. The bidder can view the tender online by logging their user ID on the portal <https://eprocuremdl.nic.in>
- 12.2. **Part-II (Price Bid):** After completion of Techno-Commercial 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 Techno-Commercial accepted bidder(s). The bidders can view the price bids online from their location by logging on to the portal <https://eprocuremdl.nic.in> with their Class-III B digital signature certificate.
- 12.3. **Pre Bid Conference: Not Applicable.**

13. बोलियों का मूल्यांकन/EVALUATION OF BIDS:

- 13.1. The Bidders should meet the criteria as stipulated in "Prequalification criteria" and submit all documents as stipulated in Clause "Techno-Commercial (Part-I) Bid"
- 13.2. The Price bid of only Techno-Commercially qualified bidders shall be opened.
- 13.3. The comparison of the responsive tenders shall be on total outgo on Least Cost Net of Credit Basis (LCNC), for the procurement to be paid to the Contractor or the Service provider, including all elements of costs, duties, levies, freight, insurance etc. excluding GST (where ITC is available).
- 13.4. The applicable loading towards deviations shall be loaded for ranking purpose.
- 13.5. Discount given, if any, by the bidders, after the last date for submission of the bids but before opening of the price bids, will not be considered for determining the ranking of bids but will have to be considered after the said bidder is adjudged as L1.
- 13.6. Instances of multiple L1s: In cases where multiple bidders emerge as L1, the following action in the order of sequence shall be followed
- (i) Offline sealed supplementary bids indicating discount offered over already quoted price shall be sought from such L1 bidders on a pre-determined date and time. The sealed supplementary bids shall be opened by tender opening executives in presence of representatives of those bidders on pre-determined date and time.
 - (ii) In case the above option is inconclusive, lottery option to be exercised.
- 13.7. Negotiations will be done with L1 bidders.
- 13.8. However, Purchase Preference in line with PUBLIC PROCUREMENT POLICY (Preference to Make in India) ORDER 2017 shall be extended to Class I Local Supplier. Order shall be placed accordingly on offered/negotiated price with such Class I Local Supplier, if the offered/negotiated price is acceptable to MDL
- 13.9. In case Purchase Preference is not applicable, the Order shall be placed on Lowest bidder (L1) in case the offered/negotiated price of L1 bidder is acceptable to MDL.

14. बोली ❑ स्वीकृति करनेकी मापदंड /BID REJECTION CRITERIA:

- 14.1. 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:



- 14.1.1. Bids received after tender closing date and time.
- 14.1.2. Bids received other than through e-portal.
- 14.1.3. Bidders who are debarred under Public Procurement Policy (PPP) Make In India (MII) order 2017, GeM, CPPP including Tender holiday issued by MDL.
- 14.1.4. Bids received without EMD (other than those who are exempted from payment of EMD or those submitting valid EMD Exemption document).

14.2. Non-compliance/non-acceptance to any of the terms and conditions of the tender shall render the bid liable for rejection;

Equal time and opportunity for submission of deficient techno-commercial 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 are liable for rejection.

14.3. 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.

15. बेसलाइन शेड्यूल और प्रभावित शेड्यूल /Baseline Schedule and Impacted Schedule

15.1. Baseline Schedule and Impacted Schedule:

- (a) The Contractor to submit Baseline Schedule in MS Project, duly approved by EIC/ Consultant, before commencement of Project. In case of additional work, revised schedule to be submitted by the Contractor.
- (b) Extension of Time Period shall be considered for delays not attributable to the Contractor only for the activities identified in the baseline schedule/ revised schedule. No Extension to the Contract shall be considered in case of failure of submission of Baseline Schedule and Impacted Schedule.
- (c) Construction Drawings for any activity identified in the baseline schedule will be issued 60 days prior to start date of that activity.

16. समापन ँ वधि /DELIVERY PERIOD/COMPLETION SCHEDULE:

- 16.1. The Completion period for entire work shall be **12 (Twelve) MONTHS**, (Excluding Mobilization period of 21 days from the date of placement of Purchase Order). The Contractor shall commence work simultaneously at all locations in parallel.
- 16.2. The successful bidder shall submit detailed bar chart/work schedule including activity, milestones, deployment of resources/manpower for execution of the work within 21 days after placement of the Purchase Order.



17. लामबंदी /MOBILIZATION:

17.1 The Contractor shall deploy his manpower, material & machinery within 21 (Twenty-One) days from Placement of P.O.

18. मूल्य निर्धारण /PRICING:

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

19. कर और शुल्क /TAXES AND DUTIES:

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

19.2. In case of purchases of goods/services from unregistered dealers under GST Laws, GST will be paid by MDL under reverse charge mechanism.

19.3. Benefits from reduction in rate of tax/ITC are required to be passed on to consumer. Where “applicable GST” has been quoted as extra, Goods and service providers (except un-registered dealers under GST Law) have to submit declaration that they have complied with ‘Anti-profiteering clause’ under GST Law. Such declaration be given in technical bid.

19.4. If the vendor is registered under GST, vendor shall mention the HSN code for goods &/or SAC for services in their tax invoice, etc. These codes must be in accordance with GST Laws and responsibility of specifying correct HSN codes for goods &/or SAC for services is that of the vendor. MDL shall not be responsible for any error in HSN code for goods &/or SAC for services specified by supplier / contractor. Supplier /Contractor shall pay penalty and/ or interest imposed on MDL or any loss due to delay in availing ITC by MDL or any loss of ITC to MDL due to errors by vendors at any stage. MDL reserves right to recover any such interest, penalty or loss from any amount due to Supplier /Contractor or otherwise.

19.5. In case, MDL is unable to avail ITC, supplier/contractor at their own cost shall rectify the shortcoming in the returns to be filed immediately thereafter. Further, if the ITC is delayed / denied to MDL / reversed subsequently as per GST Laws due to non / delayed receipt of goods and / or services and / or tax invoice or expiry of timelines prescribed in GST Laws for availing ITC, non-payment of taxes or non-filing of returns or any other reason not attributable to MDL, Supplier /Contractor shall pay any loss of amount along with interest and penalty on MDL under GST Laws for the number of days the ITC was delayed. If the short coming is not rectified by supplier/contractor and MDL ends up in reversal of credits and / or payments, supplier /contractor is fully liable for making good all the loss incurred by MDL. MDL reserves right to recover any interest, penalty or loss from any amount due to Supplier /Contractor or otherwise.

19.6. If the vendor is registered under GST, the GST registration number (15 digit GSTIN) issued by GOI shall be mandatorily provided by the vendor. Vendor having multiple business verticals within state / at multiple states with separate GST registration numbers shall forward GSTIN of only that vertical which is involved in supply of goods and/or services. MDL GSTIN is



27AAACM8029J1ZA and vendor shall mention the same while invoicing and avoid any data entry error on GST portal.

19.7. If the vendor is registered under GST, Vendor shall ensure timely submission of invoice as per the provisions / requirement / timeline promulgated by GOI in relation to GST Law with all required supporting documents to enable MDL to avail input tax credit promptly. The vendors invoice inter alia should contain GSTIN of vendor, GSTIN of MDL (i.e. **27AAACM8029J1ZA**), GST tax rate separately, HSN code wise goods or services, place of supply, signature of vendor, etc. Original invoice needs to be submitted to Bill Receipt Centre at MDL gate, and a copy of the invoice should be given to the goods receiving section (GRS).

19.8. If the vendor is registered under GST, vendor shall file all applicable returns under GST Laws in the stipulated time & any losses of tax credit to MDL arising due to delay in filing will be recovered from their invoice wherever MDL is eligible to avail tax credit. Any default towards payment of tax and / or uploading of monthly returns by supplier/contractor, MDL retains right to withhold payments towards tax portion until the same is corrected & complied by the supplier/contractor with the requirement of GST along with satisfactory evidence.

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

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

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

Note: The Stamp Duty is applicable on Base value excluding GST.

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

19.12. Wherever all-inclusive prices are quoted by the Bidder(s) without bifurcation of tax elements, no Price Variation 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.

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

19.14. Any increase/decrease in taxes, duties & levies or introduction of new taxes due to change in the legislation shall be subject to adjustment Duly currency of the original contract period.

19.15. **LABOUR CESS:** Deduction towards Labour Cess shall be made from invoices of contractor in line with 'Building & Other Construction Workers (BOCW) Act, 1996.

The Contractors who are having 20 or more workers have to be registered under BOCW (RE& CS) Act, 1996. The Contractor shall ensure compliance of the same, if applicable to them.

20. भुगतान की शर्तें /TERMS OF PAYMENT:

20.1. MDL payment terms shall be 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 invoices must be submitted in four copies **(1-Original + 3 copies)** along with the joint measurements taken at site duly approved by the designated representatives of the Technical Services department.
- iii. The payment against invoices will be made within 15 days of its receipt in MDL provided submission of invoice in totality along with all the necessary documents as under:
 - a. Invoice Certification as per **Enclosure-24,**
 - b. Joint Measurement sheets duly signed & stamped by MDL,
 - c. Soft copy of Joint Measurement sheets
 - d. SAP generated work completion certificate indicating deduction if any duly signed & stamped by MDL
 - e. Copy(s) of invoices of materials,
 - f. Vendor's self-Declaration (Refer Clause 20.1.vii) wherever applicable,
 - g. Certification of Disposal of Scrap/ Debris as per **Enclosure-28**
- iv. Before submission of the final bill, the Contractor should sign and submit the following:
 - a. Actual Local Content Certificate as per **Enclosure-10 (C)**
 - b. A "No Claim Certificate" indicating that he has no claim against the company under the contract except as included in the final bill.
 - c. Taking over certificate issued by Engineer In charge, MDL



- v. On request from Contractor, ad-hoc payments of not less than 75 % of eligible running account bill/due stage payment, shall be made within 10 working days of the submission of complete bill along with all applicable documents. The remaining payment is also to be made after final checking of the bill within 28 working days of submission of complete bill along with all applicable documents by the contractor.
- vi. **Electronic Invoicing System (EIS):** In any preceding financial year from 2017-18 onwards Contractor whose turnover is more than **₹ 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** (refer **TEF Clause No. 20.1.vi**) **or** Invoice accompanied with **Vendor's self-declaration** stating that "**we do not fall under the category of registered persons notified under Rule 48(4) of the Central GST Rules, 2017 and we are not required to comply with the e-Invoicing provisions under GST Act, as our aggregate turnover in any preceding financial year from 2017-18 onwards has not exceeded ₹ 5 Crore as per GST Act**"
- viii. **Alternate MSME vendor payment through TReDS:**
In order to address the financial needs of MSME firms, GoI has introduced a platform for facilitating the financing of trade receivables of MSMEs from buyers, through multiple financiers which is termed as Trade Receivables Discounting System (TReDS). At TReDS, auctioning of invoices at competitive & transparent environment is done by financiers based on Buyer's credit profile.
- MDL is registered on the "Invoicemart" TReDS platform and M1xchange of M/s Mynd Solutions Pvt. Ltd. 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. Ashwathi Jayandran
email id ashwathi.jayandran@m1xchange.com
+91 8839915724 Ms. Prinyaka Shah Email id prinyaka.shah@m1xchange.com

**21. वृद्धि/PRICE VARIATION:**

The rate shall remain firm and fixed during the tenure of the contract and no price variation, whatsoever, shall be payable.

22. ELECTRONIC REVERSE AUCTION (ERA): Electronic Reverse Auction terminology shall be as per NIC methodology and procedure: **Detail Instruction /procedure refer Annexure-C:**

Purchase Preference: After the ERA Process, the award of Contract(s) Shall be made by Keeping in view the Public Procurement Policy for Micro and small Enterprises (MSEs) order, 2012 and public procurement (Preference to Make in India) Order 2017 as amended from time to time as well as the concurrent application guidelines. The RFQ need to clearly stipulate the applicable policies and quantity reserving to them short listed (MSE or Class-I local suppliers) eligible for any purchase preference policy as per tender document, shall get an opportunity to match the L1-prices concluded after reverse auction if their final prices in the Reverse Auction fall within the permitted percentage. **Not applicable for MSEs being works contract**

23. परिनिर्धारित हर्जाना /LIQUIDATED DAMAGES:

23.1. Time is the essence of the contract and therefore the job, as ordered, should be completed on the dates mutually agreed upon in accordance with the delivery schedule. In cases of delay not attributable to MDL beyond the agreed schedule, the Contractor shall pay liquidated damages, a sum representing 0.5% (Half percent) per week or part thereof, subject to maximum of 10% of the contract value (completed value).

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

24. दोष दायित्व □ वधि/DEFECT LIABILITY PERIOD (DLP):

24.1. The defect liability period shall be **One Year** from the date of actual completion of entire work. However, in case Part of the work has been taken over by MDL, the Defect Liability Period pertaining to that part shall commence from the date of taking over of that portion by MDL. Defect Liability Period for the balance part shall commence from the date of actual completion of entire work'.

24.2. Defect Notification Period is 15 days from the last date of Defect Liability period.

24.3. The contractor shall have to rectify any defects noticed in the work either by way of bad material or workmanship during the Defect Liability Period at no extra cost to MDL, on priority.

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

**25. नुबंध निष्पादन गारंटी / CONTRACT PERFORMANCE GUARANTEE**

25.1. Within 25 days after placement of order, the Contractor shall submit “PERFORMANCE BANK GUARANTEE” in the form of e-Bank Guarantee or Structural Financial Messaging System Bank Guarantee (SFMS BG) for 10% of contract value excluding taxes valid till 60 days beyond the stipulated Defect Liability Period of One year from actual completion of entire work.

“PERFORMANCE BANK GUARANTEE” format is attached at **Enclosure-16**.

25.2. The Bidders must submit the irrevocable Electronic Bank guarantee (e-BG) or Structural Financial Messaging System Bank Guarantee (SFMS BG). While submitting the Structural Financial Messaging System Bank Guarantee (SFMS BG). IFSC: ICIC0000393 shall be used.

~~25.2.1. Further, whenever a bidder submits SFMF BG, the bidder will mandatorily be required to submit letter from issuing bank that it is unable to issue NeSL (National e Governance Service Ltd) based e BG as on date. Such letter should accompany the SFMS BG.~~ **Not Applicable**

25.2.2. Bidder shall get SFMS BG issued from SFMS enabled Bank as allowed by MDL in tender conditions. Bank shall issue the Bank Guarantee through SFMS system and send SFMS message to MDL's Bank confirming the authenticity of Bank Guarantee. Bidder will be required to submit SFMS BG towards performance Bond along with SFMS delivery report/message copy which has been transmitted to MDL's bank by BG issuing bank through SFMS system.

25.2.3. The SFMS BG will have to be given on non-judicial stamp paper/ with franking receipt e-stamping as per stamp duty applicable at the place from where the bid has emanated. The non-judicial stamp paper/ franking receipt e-stamping should be either in the name of the issuing bank or the bidder.

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

25.2.5. SFMS BG will not be acceptable unless details of the same is transmitted to the MDL's Bank through SFMS platform. Its bidder's responsibility to ensure that BG issuing bank send the BG advice correctly in the form of message format 760 COV vis SFMS (Structured Financial Messaging System) as provided by RBI while capturing all requisite fields including Beneficiary Account Name, Bank Name. Bank Account Number, IFSC Code etc.

25.2.6. In case of any error by the Bidder/contractor or BG issuing Bank while capturing the requisite field details / format or non-receipt of confirmation of BG through SFMS 760COV message format, the bidder/contractor shall be responsible for non-acceptance of the SFMS Bank Guarantee.

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

25.3. In case of increase in the Contract Value during execution of work: -

- i. In case of Contract value increases more than 10% of contract value excluding GST during execution of the work, within 25 days after issue of Amendment of Purchase order, the contractor shall submit the additional “PERFORMANCE BANK GUARANTEE” of 10% of additional contract value excluding GST. valid till 60 days



- beyond the stipulated Defect Liability Period of One year from actual completion of entire work.
- ii. No additional Bank Guarantee for amended value up to 10% of Original Order Value is required

25.4. The Bank Guarantee shall be from banks as per list approved by SBI Bank published on MDL website.

25.5. Bank Guarantee from banks not mentioned in the aforesaid approved list shall NOT be accepted.

25.6. Rolling Bank Guarantee towards Performance Security can be submitted with the validity period of at least One year with a claim period of three months within which the same to be extended by the contractor for further period by Amendment.

25.7. In case of non-submission of PBG within 25 days of Placement of Purchase Order, there is likelihood of cancellation of the order.

25.8. In case of delays in submission of the Performance Bank Guarantee, the amount towards the Bank Guarantees shall be retained from the subsequent Invoice. The same shall be returned to the Contractor, 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.

25.9. The Performance Bank Guarantee will be returned only after expiry of the 60 Days beyond the stipulated Defect Liability Period of One year from actual completion of entire work, provided there are no pending defects for rectification, already notified to the contractor. However, in cases where rectification of defects notified are not likely to be completed by the Contractor before expiry of the DLP, the Contractor will have to extend the Performance Bank Guarantee suitably or as requested by MDL.

25.10. In case the validity of the Bank Guarantee is on the verge of expiry and the same is not the extended /not renewed by the contractor as per order terms, MDL reserves the right to forfeit the same.

25.11. Alternatively, bidder can submit the Performance security in the form of ISB (Insurance Surety Bond) issued by an Indian Insurance company as defined in Section 2(7A) of the Insurance Act, 1938 and the Insurer should also be registered under the Insurance Act, 1938 to transact the business of general insurance and also registered with the IRDAI. The bond shall be irrevocable and unconditional. The Format for the ISB for Performance Security is attached at **Enclosure-31**.

26. जलरोधी गारंटी /WATERPROOFING GUARANTEE-

26.1. The Contractor(s) shall submit Waterproofing Bank as per MDL format at **Enclosure-17** for the value of 10% of the total amount of waterproofing works as applicable excluding taxes and duties, valid for a period of 5 years from the satisfactory completion of Defect Liability Period.

26.2. The Bank Guarantee is to be submitted before completion of project/Final bill.



26.3. Alternatively, a retention towards Bank Guarantee shall be made from the invoice(s) of the Contractor which shall be released after expiry of the period of 5 years from the satisfactory completion of Defect Liability Period provided there is no defect observed during the said period. The retention can also be released without interest on submission of the said Bank Guarantee.

26.4. The Bank Guarantee shall be submitted by the bidders preferably in E-BG mode or through SWIFT drawn in favour of MAZAGON DOCK SHIPBUILDERS LIMITED, MUMBAI. The Bank Guarantee shall be only 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 Co-operative banks or Regional Rural Banks). The Issuing Bank Notified vide OM No.F.9/4/2020-PPD issued by Department of Expenditure dated 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.

26.5. The Bank Guarantee shall be from banks as per list approved by SBI Bank published on MDL website.

27. जल रिसाव के खिलाफ बैंक गारंटी/ BANK GUARANTEE AGAINST WATER LEAKAGE- Not Applicable

28. बीमा / INSURANCE:

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

28.2. The policy shall be obtained in the **joint names of MDL and the Contractor**, with MDL's name appearing first. The Policy should be of full value of the Contract and shall be valid till the completion of the works. Contractor shall submit the policy within 21 days from the date of placement of order or before commencement of work whichever is earlier. The Original CAR Policy shall be deposited with Engineer in Charge and copy to be submitted to HOD (TS) and shall be extended well in time as required.

28.3. In case Contract value increases more than 10% from Original Contract value during execution of the work, the contractor shall submit the additional "**CONTRACTOR'S ALL RISK** insurance of additional contract value.

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

28.5. In case Contractor fails to submit valid CAR policy of full value of contract, their workmen shall not be allowed to enter inside MDL premises/ working areas and Engineer-In-Charge may issue prior Notice for Stoppage of work.

29. ठेकेदार का दायित्व /CONTRACTOR'S OBLIGATION:

29.1. Bidder shall abide by all Terms of Tender Enquiry (TEF), Civil Works, General Conditions of Contract (GCC) for Civil Works and respective acceptance formats **are to be filled as appearing online in e-Techno-Commercial (Part-I) bid**. The bidder shall also abide by the



statutory requirements, Official Secret Acts 1923, Safety Code and Security Procedure, which can be downloaded from www.mazagondock.in → Tenders → Technical Services.

- i. The Contractor shall pay to his employees not less than the minimum wages and other statutory obligations applicable to the Engineering Industry as notified from time to time **by the Central Government or the State Government whichever is higher** under Minimum Wages Act.
- ii. The Contractor shall be responsible for timely payment of wages of all his employees engaged in the Purchaser's Yard, not less than the prescribed minimum wages in each case and without any deductions of any kind, except as specified by Government or permissible under the Payment of Wages Act.
- iii. The Contractor must settle all the pending dues of the employees i.e. arrears of wages, proportionate leave wages, proportionate bonus payment, etc.
- iv. Before winding up the site, the Bidder / Contractor shall pay all terminal dues to his employees such as Notice pay, Gratuity, Retrenchment compensation, etc.

29.2. **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:

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

30. नियम और शर्तों की स्वीकृति/ACCEPTANCE OF TERMS AND CONDITION:

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

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

31.1. All works shall be carried out and measured as per specifications and standard Engineering practice and mode of measurements, conforming to the relevant IS code. The Contractor shall ensure that skilled workmen in their respective trades are employed. He shall also employ qualified Engineer(s) / Supervisor(s) experienced in similar type of work, as required, for execution of work efficiently.

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

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



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

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

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

31.7. Contractor shall submit Reconciliation Statement for Steel, Cement, Concrete and other materials along with invoice for checking/ verification by MDL Executives before certification and processing of invoice.

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

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

31.10. The contractor shall give seven days' notice for MDL to arrange representatives for inspection at their works. Testing of samples shall be made in the presence of MDL representatives. Materials shall be delivered to MDL site only after clearance from MDL along with test certificates. MDL reserves the right to take random samples from materials delivered by the Contractor at site and send the same for testing at Govt. approved laboratory(s). Cost towards the same shall be borne by the Contractor.

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

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

31.13. Availability of Construction material

During the tenure of the Contract due to the various reasons, there may be scarcity of availability of construction material in Mumbai region & this type of crises may be for short term or long term. In such circumstances, Contractor shall arrange to procure the Material available from



other state/region of India with no additional cost to MDL. The cost of the same is deemed to be included in Bidder's quote.

31.14. For Works involving Concreting: -

- i. Wherever cube test is required as per IS Code – satisfactory test result of 07 days cube test is must for accepting the work for certification / payment.
- ii. In case of non-receipt of 28 days Cube Test Reports, 10% of the amount pertaining to concreting items can be kept on hold till its submission. In case of non-receipt of Cube Test Report till next bill cycle, the entire amount towards such concreting items paid in the previous bill shall be retained till its submission.

31.15. **SPECIAL CONDITION OF CONTRACT.**

31.15.1 General Guidelines for Posting of Technical Staff for This Work at Site.

- a. A minimum set of Supervisor Staff/Tech. team required at site for supervision, Safety and quality compliance.
- b. On award of work, Contractor to submit an organogram highlighting site team as well as Head/Project office staff. Nevertheless, a minimum technical team staff as detailed below is required at site failing which suitable recovery shall be made.:

Sr. No.	Designation Technical Staff	Number(of Major + Minor Component)	Qualifications	Minimum Experience (Years)	Duration	Rate at which recovery shall be made from the contractor in the event of not fulfilling
1	2	3	4	5	6	7
01	Project Manager cum planning/quality/Site/billing Engineer	01+01	Graduate Engineer or Diploma Engineer	02 or 05 years respectively	Till Completion of the work	Rs.15,000/- per month
02	Safety Supervisor	01	Diploma Graduate	02 Years	Till Completion of the work	Rs.15,000 per month.

Note: i. Monthly deployment of staff means a minimum work for 25 days at site.
ii. Contractor to maintain attendance register, duly endorsed by EIC.

**31. अनुबंध की निगरानी/MONITORING OF CONTRACT:**

- 31.1 The Contractor shall record; submit to the Engineer daily, progress report for the preceding day showing up to date progress and progress during the previous day on all items of each section of the works in relation to and in consideration of the schedule. In addition, the Contractor shall submit on the second day of every fortnight, a detailed progress report giving the progress of the works during the preceding fortnight and also indicating the up to date progress of the work.
- 31.2 The Contractor shall appoint the Contractor's Representative with prior written approval from the MDL and shall give him all authority necessary to act on the Contractor's behalf under the Contract.
- 31.3 The Contractor shall not, without the prior consent of the MDL, revoke the appointment of the Contractor's Representative or appoint a replacement.
- 31.4 The Contractor's Representative shall, on behalf of the Contractor, receive instructions from MDL.
- 31.5 The Contractor's Representative may delegate any powers, functions and authority to any competent person, and may at any time revoke the delegation. Any delegation or revocation shall not take effect until the Employer has received prior notice signed by the Contractor's Representative, naming the person and specifying the powers, functions and authority being delegated or revoked. The Contractor shall appoint a team of qualified persons having adequate experience in execution of such works for assisting the Contractor's Representative.
- 31.6 The Contractor has to co-ordinate with the other specialised agencies so working on the project so as to ensure a proper end product of the work.

32. ठेकेदार का दायरा/CONTRACTOR'S SCOPE:

- 33.1. **Power:** Power, if available and required by the Contractor, may be supplied in single phase or three phases, at a single nearby source free of cost. The contractor shall make his own arrangement for electrical fittings, cables/wires, welding transformers, etc. at his own cost.
- 33.2. **Water:** Water, if available, and required by the Contractor, may be supplied by MDL free of cost. However, the contractor shall make his own arrangement for connecting lines, storage etc. at his own cost.
- 33.3. **Equipment/Machinery:** The contractor shall make his own arrangement for all equipment, machinery, tools and tackles etc.
- 33.4. **Construction Material:** All the materials required for works procured by the Contractor shall be of reputed make and as approved by MDL. The rate shall be inclusive of transportation, storage, security, handling etc.
- 33.5. **Consumables:** All the consumables required for the works including temporary works, allied/ associated job etc. shall be procured by the Contractor including transportation, storage, security, handling etc.

**34. □ तिरिक्त कार्य /EXTRA ITEMS/VARIATION IN QUANTITY:**

34.1. Extra items of works, if any, shall be determined supported by a rate analysis, which needs to be submitted by the Contractor, on the following basis The Rate Analysis shall contain bifurcation of Material, Labour, transportation and Overhead and Profit Components

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.

34.2. Variation 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 contractor and the contractor shall execute the same at the specified rate in the Purchase Order for that item.

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

i. Finalization 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 variation in quantities exceeds 25% of the original order value

35. बाधा / HINDRANCE:

35.1. A Hindrance Register as per attached format at **Enclosure-22** shall be maintained with the Designated Representative from TS Department. The Contractor shall submit schedule for completion of work and get it signed by MDL Engineer in charge of the project. The Schedule shall list out the major milestones leading to the completion of work as per final delivery date stipulated in the PO/Contract.

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

- 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 Contractor
- vi. Delinquency by the vendor
- vii. Force Majeure
- viii. Any other relevant reason

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

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



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

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

36. कचराहटाना /DEBRIS REMOVAL/ स्वच्छता/HOUSEKEEPING:

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

36.2. In case debris is not removed within two days, MDL will remove the same and the charges towards debris removal @ Rs. 10,000/- per truck shall be deducted from Contractor's RA bills. Engineer-In-charge shall keep the record of the same and forward the details of recoveries in Invoice Certification.

36.3. The site will be maintained neat and clean at all times and the Contractor is expected to budget for the same. MDL has Designated Bins separately for Scrap Steel, Wood Scrap & Rubbish. Contractor shall segregate unusable scrap steel, wood, rubbish, if any, and deposit the same in the nearest respective bin.

36.4. The contractor to submit Certification of Disposal of Scrap/ Debris as per **Enclosure-28**

37. सुरक्षा और प्रशिक्षण /SAFETY AND TRAINING:

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

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

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

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

37.5. Proper signage's shall be placed on site. Warning in case of any critical/hazardous activity shall be given prior to starting of such activity.



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

37.7. Please refer Safety Instruction for sub Contractor's as Enclosed at Annexure 'A'.

38. ठेकेदार के कर्मचारियों का पुलिस सत्यापन /POLICE VERIFICATION OF CONTRACTOR's EMPLOYEES:

38.1. The Contractor 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-23. BIDDERS ARE REQUESTED TO NOTE THE SAME. NO RELAXATION SHOULD BE ASKED FOR.**

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

39.1. The Bidder / Contractor declares that they being Proprietors / Directors / Partners have not been any time individually or collectively blacklisted or banned or de-listed by any Government or quasi Government agencies or PSUs. If a Tenderer's entities as stated above have been blacklisted or banned or de-listed by any Government or quasi Government agencies or PSUs, this fact must be clearly stated in the prescribed format **online** at **Enclosure11**. 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.

40. मूल्य वरीयता /PRICE PREFERENCE:

40.1. No Price Preference Shall Be Given to Any Bidder Irrespective of their Status.

41. सार्वजनिक खरीद नीति (मेक इन इंडिया को प्राथमिकता) आदेश 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 amended on 19th July 2024 as part of its policy to encourage "Make in India" and promote manufacturing and production of goods and services in India with a view to enhancing income and employment. Subject to the provisions of this order and to any specific instructions issued by Nodal Ministry or in pursuance of this order, Purchase Preference shall be given to local suppliers in all the procurements undertaken by MDL in the manner specified below:

- 41.1. **Aspects of 'Preference to Make in India':** The following terminology / definitions used in the policy is enumerated below and applicable to the tender:
- Local content:** means the amount of value added in India which shall be the total value of item (goods, services or works or their combination) under procurement (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value in percent.
Different definition of Local Content may be specified by the Nodal Ministry for items assigned to them, which will prevail over above.
 - Explanatory notes for calculation of local content given above**
 - Imported items sourced locally from resellers/distributors shall be excluded from calculation of local content



- b. The licenses fees /royalties paid /technical charges paid out of India shall be excluded from local content calculation.
- c. Procurement /supply of repackaged /refurbished /rebranded/imported products as understood commonly shall be treated as reselling of imported products and shall be excluded from calculation of local content. the definition of repackaged /refurbished/rebranded imported products is as follows.:
'Refurbishing' means repair of reconditioning of an imported product does not amount to manufacture because no new goods come into existence.
'Repackaging' means repacking of imported goods from bulk pack to smaller packs would not originally amount to manufacture of a new item.
'Rebranding' means relabelling or renaming or change in symbol or logo/makes or corporate image of a company/organisation/firm for an imported product would amount to rebranding.
- d. The cost of such locally -sourced imported items (inclusive of taxes) with break-up on licence/royalty paid/technical expertise cost etc sourced from outside India to be furnished by the bidder. For items sold by the bidders as Reseller, OEM certificate for country of origin to be submitted.
- e. For contract involving supply of multiple items, weighted average of all items to be taken while calculating the local content.

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.
- iii. **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.
 - iv. **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.
 - v. **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.
 - vi. **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%.
 - vii. **L1:** means the lowest tender or lowest bid or lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.



viii. **Margin of Purchase Preference:** means the maximum extent to which the price quoted by a Class-I Local Supplier may be above the L1 for the purpose of purchase preference. The margin of purchase preference shall be 20%.

ix. **Special treatment for items covered under PLi Scheme:**

The manufacturers manufacturing an item under PLi Scheme shall be treated as deemed class II Local supplier for that item unless they have minimum local Content equal to or higher than that notified for class I Local Supplier for that item, provided the manufacturer has received incentive from the concerned PLi Ministry for the item. The above shall be applicable for the specific time period only, as notified by concerned PLi Ministry.

Note:

1. Procedure for determination of L1 price for the purpose of deciding eligibility for Purchase Preference shall be as per tender Ranking criteria.
2. If Price/s of all Class I Local Supplier/s is more than 20% of L1's price, no purchase preference shall be applicable.

41.2. **Purchase Preference (PP):**

40.2.1. Subject to the provisions of the Order and to any specific instructions issued by the Nodal Ministry or in pursuance of the Order, purchase preference shall be given to 'Class-I local supplier' in procurements undertaken by procuring entities in the manner specified here under:

In the procurements of goods or works and in procurement of services where the bid is evaluated on price alone, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

- a) Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract will be awarded to L1.
- b) If L1 is not 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier', will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.
- c) In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the 'Class-I local supplier' within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.
- d) "Class-II local supplier" will not get purchase preference in any procurement, undertaken by procuring entities.

41.3. **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.

41.4. **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-10(A)**, from statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of supplier other than companies) giving the percentage of local content.

- ii) **Bidders to be noted that once the declaration / certification is committed at tender submission stage, the same cannot be altered subsequently at technical negotiation stage or after award of contract otherwise would be treated / considered as false declaration by bidder and necessary action shall be initiated as per Para 40.6 of the said Order for debarment.**
- iii) Declared Local Content shall be the basis for categorization of the vendors and tender evaluation. However, MDL reserves the right to undertake detailed examination of declared local content and may call vendor to submit relevant documents.
- iv) In cases where MDL received the complaint from any vendor or person, along with the fees prescribed below, verification of Declared Local Content shall be carried out by seeking additional info as deemed necessary and the bidders (including unsuccessful bidders) against the tender shall be obliged to furnish the necessary documents. Failing to do so, the vendor may invite penal action as per the provisions of the Order. If MDL possess the capability, then it shall perform the verification. However, if in the opinion of MDL matter needs to be dealt at higher level, then the complaint shall be referred to Nodal Ministry and their fees / expenses / charges applicable as per the Nodal Ministry, if any, shall be borne by the complainant. MDL is authorized to prescribe fees for handling complaints under revised PPP MII 2017 Order. The fees for filing a complaint under the order shall be Rs. 10,000/- per case. The complaint shall be filed to the Chairman, Public Grievance Cell. The fee shall be deposited by complainant in MDL's Account by NEFT.
- v) On scrutiny of offer, if all the bidders participating in the tender happen to have either not submitted the declaration certificate or not declared /specified the local content percentage in the declaration certificate or specified local content lower than the minimum local content requirement as per the tender, the subject tender shall be



cancelled & matter shall be taken up with Ministry through MDL Nodal Executive. Meanwhile, retendering may be done without applying the provisions of said Order for need fulfilment 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.

41.5. **Price negotiation & contract placement:**

- i) MDL has right to negotiate with L1 bidders on the quoted prices. However, it shall be ensured that Local Content percentage as declared by the vendors maintained or increased but not reduced.

The supplier shall provide a Local Content certificate **Enclosure-10(C)**, 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) 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.

41.6. **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.

42. सामान्य वित्तीय नियमों के नियम 144 (xi) के तहत प्रतिबन्ध/ Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017:

42.1. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.

42.2. "Bidder" (including the term 'tenderer', 'Consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons or firms or companies), every artificial juridical



person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.

42.3. "Bidder from a country which shares a land border with India" for the purpose of this Order means: -

- a) An entity incorporated, established or registered in such a country; or
- b) A subsidiary of an entity incorporated, established or registered in such a country; or
- c) An entity substantially controlled through entities incorporated, established or registered in such a country; or
- d) An entity whose *beneficial owner* is situated in such a country; or
- e) An Indian (or other) agent of such an entity; or
- f) A natural person who is a citizen of such a country; or
- g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

42.4. The beneficial owner for the purpose of **41.3** 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 **(41.4.i) or (41.4.ii) or (41.4.iii)** 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 or 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.



42.5. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

42.6. 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.

42.7. The bidders shall provide Declaration in respect of restriction under Rule 144 (xi) of the General Financial Rules (GFRs), 2017 in the prescribed format as per **Enclosure-10 (E)**.

43. सार्वजनिक शिकायत कक्ष /PUBLIC GREIVANCE CELL

43.1. A Public Grievance Cell headed by **Executive Director (Tech)** has been set up in the Company. Members of public having complaints or grievances are advised to contact him on Wednesday between 10:00 hours and 12:30 hours in his office on **4th Floor, D2 Building, East yard, MDL** or send their complaints / grievances to him in writing for redressal. His Telephone No. is **022- 2376 3512 / 2372 3426 / 8879399826**

44. विवाद समाधान तंत्र /DISPUTE RESOLUTION MECHANISM(DRM) and मध्यस्थता /ARBITRATION:

44.1. Refer General Conditions of Contract Clause No. 23,24,25.

45. □ अधिकार क्षेत्र /JURISDICTION:

45.1. Refer General Conditions of Contract Clause No. 26.

46. एमडीएल का □ अधिकार /MDL's RIGHT:

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

47. बोलीदाताओं / एजेंटों के बिच हितों का टकराव / CONFFLICT OF INTERESST AMONG BIDDERS /AGENTS:

47.1. Conflict of Interest among bidders/ Agents: A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive 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 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. Bidder must proactively declare such sister/ common business/ management units in same/ similar line of business.

47.2. Declaration in respect of Conflict of Interest among Bidders/ Agents as per format at **Enclosure-29** is to be submitted by bidder.

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,**

GM/HOD (TS)

**Enclosures:**

1.	Enclosure-1	-	Form of undertaking to be furnished by the bidder
2.	Enclosure-2	-	Tender Enquiry Acceptance Form
3.	Enclosure-3	-	Details Of General Construction Work
4.	Enclosure-4	-	General Conditions of Contract (GCC) Acceptance Form- GCC attached separately.
5.	Enclosure-5	-	Deviations from Tender Enquiry Form/ GCC
6.	Enclosure-6	-	Financial Information of Bidder
7.	Enclosure-7	-	Details of Existing Commitments & On-going Works- Calculation of Bid capacity.
8.	Enclosure-8	-	Particulars of Experience in Similar Projects
9.	Enclosure-9	-	Personnel available with the Contractor for this Project
10.	Enclosure- 10 (B)	-	Declaration Certificate for Local Content (Sample Filled up Form for Filling Enclosure-10 (B) ATTACHED SEPERATELY)
11.	Enclosure- 10 (D)	-	Actual Local Content Certificate
12.	Enclosure- 10 (E)	-	Declaration in respect of restriction under Rule 144 (xi) of the General Financial Rules (GFRs), 2017
13.	Enclosure- 10 (F)	-	Declaration in respect of debarred under Public Procurement Policy (PPP) Make In India (MII) order 2017
14.	Enclosure-11	-	Banned or Delisted of Firm/Vendor
15.	Enclosure-12	-	MDL Bank Account Details for Online Remittance of Security Deposit/ Performance Bank Guarantee
16.	Enclosure-13	-	Integrity Pact.
17.	Enclosure-14	-	RTGS/NEFT/ECS – Mandate Authorisation Form
18.	Enclosure-15	-	Performa Bank Guarantee format for Bid Bond / EMD
19.	Enclosure-16	-	Performa for Performance Bank Guarantee
20.	Enclosure-17	-	Performa for Waterproofing Bank Guarantee
21.	Enclosure-18	-	Performa for Bank Guarantee against water leakage- Not applicable for this tender
22.	Enclosure-19	-	Price Bid (Part-II) - to be submitted online
23.	Enclosure-20	-	List of Drawings.-Attached Separately
24.	Enclosure-21	-	Technical Specification, Scope of Work & List of Preferred Makes (Attached Separately)
25.	Enclosure-22	-	Hindrance Register Format
26.	Enclosure-23	-	Loss of Pass
27.	Enclosure-24	-	Invoice Certification Format
28.	Enclosure-25	-	Extract of Official Secrets Act, 1923
29.	Enclosure-26	-	CHECKLIST OF SUBMITTALS ATTACHED ALONGWITH ONLINE TECHNICAL BID
30.	Enclosure-27	-	Address Label



31.	Enclosure-28		Certification for Disposal of Scrap/Debris
32.	Enclosure-29		Declaration in respect of Conflict of Interest among Bidders/ Agents
33.	SAMPLE FORMAT	-	Sample Format For Filling Enclosure-10 (B) Of Tender
34.	Statutory requirements & Safety clause	-	To be downloaded from our website www.mazagondock.in
35.	Procedure for security passes	-	To be downloaded from our website www.mazagondock.in
36.	ANNEXURE-A		SAFETY INSTRUCTIONS FOR SUB-CONTRACTORS IN MDL, <i>attached separately</i>
37.	ANNEXURE-B		STANDARD TERMS AND CONDITION (HR) FOR STATUTORY COMPLIANCE WHILE ENGAGING SUB-CONTRACTORS/ OUTSOURCED MANPOWER AND ITS UNIT <i>attached separately</i>
38.	ANNEXURE-C		Tender Cum Auction (e-Reverse Auction) in Govt. eProcurement System of NIC

**Annexure-C****Tender Cum Auction (e-Reverse Auction) in Govt. eProcurement System of NIC (GePNIC©)
Instructions to Bidders**

1. Tender Cum Auction is a combination of electronic Tender followed by Reverse Auction in GePNIC. It is generally called as eRA. The Reverse Auction as the case may be, will be conducted after Opening of Price / Financial Bids.
2. The Tender Inviting Authority (TIA) will normally mention about conducting of eRA along with necessary instructions at the Notice Inviting Tender (NIT) stage itself. In the portal, it will be mentioned in the Form of Contract as 'Tender Cum Auction' against the particular tender.
3. Bidders, who are registered as privileged bidders (like MSME/ Startup / Make in India) in the portal and wish to avail the preferential treatment during financial evaluation of the tender, as per GoI policy should upload relevant documents during bid submission to claim Preferential treatment, subject to whether the preferential treatment is permitted by TIA against that tender during the time of Publishing.
4. Bidders are advised to refer the Annexure in this document regarding terminologies being used in Tender cum Auction.
5. Generally, all bidders who are techno-commercially qualified & approved by department/organization will be eligible for participation in the Reverse Auction.
6. Bidder's eligibility in the Reverse Auction will also depends on the "Bidders Elimination Process" configured by TIA in that tender. The elimination criteria for auction is one which normally restricts one or more bidders from participation in the auction who have quoted in the tender which is exorbitantly high in case of Reverse Auction. Hence, bidders are advised to quote reasonably in the price bid to avoid elimination from participation in the auction. Bidders are advised to refer to NIT/ Tender documents or may contact concerned tender inviting authority for auction elimination criteria against the tender.
7. After opening of the price (financial) bids, System will display L1 bidders price based on either overall price basis or item wise/lot price basis automatically.
8. The participation in the auction by an eligible bidder is voluntary. It is solely at the discretion of the bidder to participate in the auction. If a qualified bidder is not interested to participate in the auction, then price / financial bid submitted by bidder in the tender shall be treated as final price/financial bid of that bidder.
9. There will be no participation fees for the Auction. The bidders get an opportunity to change their prices by participating in the auction. In the case of Reverse Auction, the least price among the value quoted by the bidder in the auction and Financial Bid submitted will be taken as the final price quote of the bidder against the tender.
10. Using the system provided price, which would normally be considered as auction start price (but can be changed by the TIA, if required) and accordingly, will create Reverse Auction as the case may be and the auction will be published by the TIA.
11. The Techno-commercially qualified bidders (who are not eliminated by the system from participation in the Auction as per elimination criteria set by TIA against that tender cum auction) will receive Auction schedule intimation through e-mail. However, bidders are always advised to visit web site / portal regularly to keep them updated and to timely act upon w.r.t. auction / other requirements of that tender.
12. The server time (which is displayed on the bidders' dash-board after login) will be considered as the standard time for referencing the deadlines for participation in live auction and other process during auction in the portal. The bidders should follow server



time (Server System Clock) for all activities in the portal. The Time followed in this portal is as per Indian Standard Time (IST) which is GMT+5:30.

13. As per the configuration defined against the tender cum auction by the TIA, the system will not disclose the name of the L1 bidder, number of bids and names of the participating bidders on the portal to anybody prior to the completion of Reverse auction process.

14. Participation in Reverse Auction:

- a) Bidders shall login using their login ID & Password and then using DSC.
- b) Click on 'My Auctions' button given in left side of page, to view all Auction details for which bidder is Techno-Commercially qualified.
- c) For participating in Live Auction during schedule date & time,
 - i. Click on Live Auctions Button.
 - ii. Click on View button to participate in the interested Auction.
 - iii. There is List of qualified Lots in which Bidder can participate against selected Auction. Click on Hammer Icon to participate in the respective lot.
 - iv. On clicking Hammer Icon, system will show Start price, Decremental price and Current price against lot. Current Price will appear as Blank (-) in case no bidder has offered price.
 - v. In case of Reverse Auction: Enter your Price in 'My Auction Price in Rs' in multiples of decremental value up to above Max Seal % value, and then sign it digitally by clicking on Sign Icon and Click on submit button.
 - vi. System will then display Current Auction Price, Auction submitted Date/Time (last successfully quoted date & time), Auction scheduled date & time, Auction extended time up to (if any) etc.
 - vii. On clicking "Refresh" Link in the screen, then the screen will be reloaded and will show your Latest Value / Price Quoted and system will also show Least Amount/ Rate which any Bidder would have quoted.

15. The live auction will be extended automatically by "Auto Extensions in minutes" if a valid and digitally signed bid has been successfully recorded in the system during the "Auction Elapse Time in minutes" before auction closing. The server time will be considered final and all bids that are received and recorded by the server before the auction close time (as per the server time) only shall be treated as valid bids. Bidder should follow the auction end/close time as displayed on the screen.

16. During the auction the bidders are also advised to click "Refresh" link for refreshing their webpage to get the latest information about the status of the auction. The Live Auction window will remain same and also time remaining will be ticking, even in the event of disconnection of bidder computer system, Network/Internet. The bids submitted by other bidders during the time of disconnect of bidder computer system will not be displayed on your screen. The other bidder might have become L1 for the item during this time. To overcome this situation the bidders are also advised to click "Refresh" link for refreshing their webpage frequently.

17. The last successful bid price quoted by bidder will be considered as valid price at any point of time during Auction.

18. The chronologically last bid submitted by the bidder till the end of the auction will be considered as the valid price bid offered by the bidder and acceptance of the same by Tender Inviting Authority will form a binding contract between Tender Inviting Authority and the bidder for entering into a contract.



19. For those bidders, who are eliminated from participating in the auction or bidders who are eligible for auction but not provided any price during auction, the rate quoted in the price/financial bid of the tender will be considered as final price.
20. Internet connectivity and other paraphernalia requirements shall have to be ensured by bidder themselves. In order to ward-off such contingent situation like internet connectivity failure, power failure etc., bidders are requested to make all the necessary arrangements / alternatives whatever required so that they are able to circumvent such situation and still be able to participate in the live auction successfully. However, the bidders are requested not to wait till the last moment to quote their bids to avoid any such complex situations.
21. Non submission of bid/quote during live auction within due date / time following due process prevalent at that time in the portal due to failure of computer system, power, network, internet connectivity or delay in performance or otherwise at Bidder's end or any other reasons for which bidder shall be held solely responsible. Neither National Informatics Centre nor concerned Tender Inviting Authority will be held responsible for the same in any manner.
22. The Tender Inviting Authority reserves the right to postpone, suspend/pause, resume and extend the Auction, if required.
23. Bidder shall not divulge their bids to any other party during auction. If a Bidder or any of its representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, strict action including black listing shall be taken against such bidders as per procurement guidelines/policies of the TIA.
24. After the conclusion of the online reverse auction, all bidders who have participated in Reverse will see the overall Comparative chart ie L1 price of the Auction.
25. Based on the L1 price of each bidder as well as the price quoted in the tender by the non-participating bidder, comparative chart will be generated by the system and accordingly, further financial evaluation processing will be done by Tender Inviting Authority.
26. The Tender Inviting Authority normally reserves the right to extend, reschedule or cancel the Reverse Auction process at any time, before ordering, without assigning any reason, with intimation to bidders.
27. Bidding will be conducted only in Indian Rupees as indicated in the tender.
28. Validity of bids: Price shall be valid for a period of defined number of days from the date of reverse auction or as specified in the tender. These shall not be subjected to any change whatsoever.

Annexure - Auction Terminology

- i. **Reverse Auction:** A bidder shall quote below the Starting Price or Current Auction Price.
- ii. **Auction Start Date & Time and Auction End Date & Time:** Live auction would be conducted during this period.
- iii. **Auction Elapse Time in minutes (15 Minutes):** It is the minute(s) before the 'Auction End Time' and acts as a trigger for auto extension of current auction. If a bid is received successfully within these minutes, the auction will be extended subject to number of extension is not crossed.
- iv. **Auction Bid Auto Extensions in minutes (15 Minutes):** The Auction End Time will be extended by this 'Auto Extension Time in Minutes', If a bid is received successfully



within 'Elapse Time' in Minutes. Process will continue till no bid is received in elapse time.

- v. **Auto Extension Restriction Required:** If procuring entity (TIA/MDL) desires to restrict the number of Extensions during Live Auction then TIA/MDL will specify this parameter as 'Yes' and also specify the number of extensions required. System will accordingly, extend the Auction only for specified number of times. If unlimited Extensions is required, then TIA/MDL will specify it as No.
- vi. **Max Seal Percentage (50%):** It defines maximum value a bidder can quote in multiples of incremental / decremental value in the auction.
- vii. In case of Reverse Auction, in order to displace a standing lowest bid and to become "L1", a bidder can offer a minimum bid decrement or in multiples of decremental value up to above Max Seal %. For example:

Current price: Rs. 49,000	Decrement value: Rs. 1,000
Maximum Seal % : 50	

In this case a bidder can quote minimum decrement amount as Rs 49,000 – 1,000 = Rs. 48,000 and maximum decrement amount is 49,000 - 24,500 – 1,000 = 23,500 = 24,000* (as decrement value is in terms of 1000).

Bidder Elimination process: If the procuring entity (TIA) wish to eliminate bidders who is offering high price from participating in Reverse Auction, then TIA will select this option as Yes.

In addition, if Allow Preferential Bidder Elimination is selected as No by TIA/MDL, then Preferential bidders like (MSME / Startup / Make in India) will not be eliminated even if they have quoted very high and will be allowed to participate in Reverse Auction. Moreover, even if Allow Preferential Bidder Elimination is selected as Yes by TIA, in this case during highest bidder elimination process in reverse auction, if the bidder is a privileged Bidder and their quote rate falls under the criteria L1+ Tolerance percentage will not be eliminated and all others will be eliminated.

Minimum Bidder for Elimination: 4(recommended value) - If procuring entity has received the minimum number of bids, say 4 then system will initiate the Bidder Elimination process.

Number of Bidder to Eliminate: 1(recommended value) - When the system will implement Bidder Elimination process, then system will eliminate say 1 (or mentioned number of Bidder) and start the Auction process with rest of the Bidders.

In case of Reverse Auction, H1 Bidder will be eliminated from participating in the auction even though qualified in the techno-commercial evaluation.

**Enclosure-1****FORM OF UNDERTAKING TO BE FURNISHED BY THE BIDDER**

(To be typed on Bidder's Letter head)

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

Sir,

Sub: Construction of New Biometric Access Rooms for Security at Anik Chembur Yard, Nhava Yard and South Yard Annex MDL.

Ref: MDL Tender Enquiry No. 1900000267.

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

Dated this _____ day of _____ (year)

Signature _____ in the capacity of _____

duly authorised to sign Tenders for and on behalf of _____



(IN BLOCK CAPITALS)

Witness:

Signature_____Address of Witness_____

Name _____Occupation _____

**Enclosure-2****TENDER ENQUIRY (TEF) ACCEPTANCE FORM**

**To,
TS DEPARTMENT
MAZAGON DOCK SHIPBUILDERS LIMITED**

TENDER ENQUIRY No. 1900000267.

TEF CLAUSE NO.	TENDERER'S REMARK	TEF CLAUSE NO.	TENDERER'S REMARK
	ACCEPTED/ DEVIATION		ACCEPTED/ DEVIATION
1		24	
2		25	
3		26	
4		27	NA
5		28	
6		29	
7		30	
8		31	
9		32	
10		33	
11		34	
12		35	
13		36	
14		37	
15		38	
16		39	
17		40	
18		41	
19		42	
20		43	
21	NA	44	
22		45	
23		46	

COMPANY'S NAME & ADDRESS :

SIGNATURE:

DATE:



NAME:

DESIGNATION:

TENDERER'S COMPANY

SEAL:

NOTES:

1. Bidder(s) should carefully read the Tender Enquiry Terms & Conditions (TEF) included in the tender prior to filling up this acceptance format.
2. Bidder(s) should indicate Accepted/ Deviation Taken for each clause number in the above table.
3. Bidder(s) to attach Separate Sheet indicating all relevant details such as Number & description of the Clause, Reasons for Deviation and Alternative suggested for any deviations taken by them in the prescribed format indicated at **Enclosure-5**.
4. 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.

**Enclosure-3**

**To,
TS DEPARTMENT
MAZAGON DOCK SHIPBUILDERS LIMITED.**

MDL Tender No. 1900000267.

Details of General Construction Work

(To be typed on Bidders Letterhead & submitted)

Sr. No	Financial Year	Particulars	Amount in Rs.
1		Annual Turnover from general construction work carried out in any of the year over a period of seven years, ending 31st March 2025.	
2		Annual Turnover in the relevant year from construction work comprising Civil works.	

Signature of Chartered Accountant
with Seal

Signature and Seal of the Bidder



Enclosure-4

ACCEPTANCE FORM FOR GENERAL CONDITIONS OF CONTRACT (GCC)

To,
TS DEPARTMENT
MAZAGON DOCK SHIPBUILDERS LIMITED

TENDER ENQUIRY No. 1900000267.

GCC CLAUSE No.	TENDERER'S REMARK	GCC CLAUSE No.	TENDERER'S REMARK	GCC CLAUSE No.	TENDERER'S REMARK
	ACCEPTED/ DEVIATION		ACCEPTED/ DEVIATION		ACCEPTED/ DEVIATION
1		38		76	
2		39		77	
3		40		78	
4		41		79	
5		42		80	
6		43		81	
7		44		82	
8		45		83	
9		46		84	
10		47		85	
11		48		86	
12		49		87	
13		50		88	
14		51		89	
15		52		90	
16		53		91	
17		54		92	
18		55		93	
19		56		94	
20		57		95	
21		58		96	
22		59		97	
23		60		98	
24		61		99	
25		62		100	
26		63		101	
27		64		102	
28		65		103	
29		67		104	
30		68		105	
31		69		106	
32		70		107	
33		71		108	
34		72		109	



35		73		110	Not Applicable
36		74			
37		75			

COMPANY'S NAME & ADDRESS:

SIGNATURE:

DATE:

NAME:

DESIGNATION:

TENDERER'S COMPANY

SEAL:

NOTES:

1. Bidder(s) should carefully read the General Conditions OF CONTRACT (GCC) of the Tender Enquiry prior to filling up this acceptance format.
2. Bidder(s) should indicate Accepted/ Deviation Taken for each clause number in the above table.
3. Bidder(s) to attach Separate Sheet indicating all relevant details such as Number & description of the Clause, Reasons for Deviation and Alternative suggested for any deviations taken by them in the prescribed format indicated at **Enclosure-5**.
4. Clause numbers shown in the above format also includes the sub-clauses under these clauses. For example, Clause no. 56 means – Clause nos. 56, 56 i), 56 a) etc.



Enclosure-5

To,
TS DEPARTMENT
MAZAGON DOCK SHIPBUILDERS LIMITED.

MDL Tender No. 1900000267.

DEVIATIONS FROM CONDITIONS OF TENDER ENQUIRY FORM/GCC

All deviations from the Conditions of Tender Enquiry Form/ GCC shall be filled in by the bidder clause by clause in this Schedule. If deviations are discussed in the covering Letter of Tender, then reference to the said letter shall be made below.

Clause No.	Contractual requirement	Deviation proposed by the Bidder	Reason for proposed deviation
(1)	(2)	(3)	(4)

The Bidder hereby certifies that the above mentioned are the only deviations from the Conditions of Contract.

SIGNATURE _____

NAME _____

DESIGNATION _____

COMPANY SEAL

COMPANY _____

DATE _____



Enclosure-6

To,
TS DEPARTMENT
MAZAGON DOCK SHIPBUILDERS LIMITED.

MDL Tender No. 1900000267.

Financial Information of Bidder

(To be typed on Bidders Letterhead & submitted)

Description	FY 2020-21 ₹	FY 2021-22 ₹	FY 2022-23 ₹	FY 2023-24 ₹	FY 2024-25 ₹	Maximum Value ₹
	V	W	X	Y	Z	(A)
Maximum value of General Construction works						
Above Value updated at the current price level by applying a weightage of 7% per annum						

Signature of Chartered Accountant
with Seal

Signature and Seal of the Bidder

**Enclosure-7**

To,
TS DEPARTMENT
MAZAGON DOCK SHIPBUILDERS LIMITED.

MDL Tender No. 1900000267.

Details of Existing Commitments & On-going Works

(To be typed on Bidders Letterhead & submitted)

1	2	3	4	5	6	7	8
Sr. No.	Name of the Work/Project	Contract Value (₹)	Date of start as per PO/Contract	Date of Completion as per PO/Contract	Work Done up to the preceding Month of submission of Bid (₹)	Value of existing commitments and on-going works to be completed (for all the Clients of the Bidder) during the period of completion of work for which bids have been invited (₹)	Value updated at the current price level (□) (B)

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

CALCULATION OF AVAILABLE BID CAPACITY

(a) Available Bid Capacity = $[A \times N \times 1.5] - B$, where

- i. A = Maximum value of General Construction works executed in any one year during the last five years (updated at the current price level by applying a weightage of 7% per annum), taking into account the completed as well as works in progress. Value of engineering works executed during last five years shall be certified by Chartered Accountant and shall be considered for evaluation.
- ii. **N** = Number of years prescribed for completion of work for which bids have been invited = 1.00 (**12 Months**).
- iii. B = Value (updated at the current price level) of the existing commitments and ongoing works to be completed in the next 'N' years. This statement should be submitted duly verified by Chartered Accountant.



Note :- The yield rate of GoI bonds as on the closing date of the tender shall be considered as discounting factor for updation of the value of “B”.

Available Bid Capacity = ₹_____

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

Signature of Chartered Accountant
with Seal

Signature and Seal of the Bidder

**Enclosure-8****PARTICULARS OF EXPERIENCE IN SIMILAR PROJECTS**

The General Manager,
TS Department,
1st Floor, North Blcock-5 Bldg. ALY,
Mazagon Dock Shipbuilders Limited,
Dock Yard Road,
Mumbai - 400010, INDIA

Sir,

Sub: Construction of New Biometric Access Rooms for Security at Anik Chembur Yard, Nhava Yard and South Yard Annex MDL.

Ref: MDL Tender No. 1900000267.

With reference to the above and after having read the terms & conditions in the Tender Enquiry, we wish to submit our bid for consideration of pre-qualification under **Clause 7.1.1.1/7.1.1.2/7.1.1.3** (*strike out whichever is not applicable*) of the tender. The details of similar projects as stipulated in the tender enquiry form and completed satisfactorily by us are as under:

Clause 7.1.1.1: Three similar completed works each costing not less than **₹ 153 Lakhs.**

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

OR

Clause 7.1.1.2: Two similar completed works each costing not less than **₹ 191 Lakhs.**

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

OR

Clause 7.1.1.3: One similar completed work costing not less than **₹ 306 Lakhs.**

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

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

i.	Project Name:	
ii.	Project Location	
iii.	Client:	



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

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

Signature of Contractor:

Name and Address:

Place:

Date:

Official Seal

**Enclosure-9**

**To,
TS DEPARTMENT
MAZAGON DOCK SHIPBUILDERS LIMITED.**

MDL Tender No. 1900000267.

KEY PERSONNEL AVAILABLE WITH THE CONTRACTOR FOR THIS PROJECT

Bidders should provide information of personnel of relevant discipline (Engineers & Supervisors) including Safety Officer(s) who will be deployed for this Project in the following prescribed format.

Sl No.	Designation of the Personnel with Discipline	No of Personnel to be deployed	Month wise Duration of Deployment for this project	No of Years of Relevant Experience

**Enclosure-10 (A)**

To,
TS DEPARTMENT
MAZAGON DOCK SHIPBUILDERS LIMITED.

MDL Tender No. 1900000267.

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 tender conditions).

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

IN RESPECT OF BID/ TENDER No.....
ISSUED BY: MAZAGON DOCK SHIPBUILDERS LIMITED

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

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

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

(b) I have read and understood the requirement of local content (LC) and same is specified as percentage calculated in accordance with the definition provided at clause 2 of revised Public Procurement (preference to Make in India) Order 2017.

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

(c) I have satisfied myself that the goods/services/works to be delivered in terms of the above specified bid comply with the local content requirements as specified in the tender for ‘Class- I Local Supplier’ / ‘Class-II Local Supplier’, and as above.

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

Tender Item Sr No	Local content calculated as above %	Location of value addition
All items put together		



- (e) 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 dtd16.09.2020 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: (TO BE SIGNED& STAMPED BY AUTHORISED SIGNATORY STRICTLY AS PER TEF CLAUSE NO. 40.4.i))-VIZ; CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CORPORATION, PARTNERSHIP OR INDIVIDUAL)

Seal / Stamp of Authorized Signatory

DATE: _____

**Enclosure-10 (C)**

To,
TS DEPARTMENT
MAZAGON DOCK SHIPBUILDERS LIMITED.

MDL Tender No. 1900000267.

ACTUAL LOCAL CONTENT CERTIFICATE

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

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

IN RESPECT OF CONTRACT No./ PO No.....
ISSUED BY: MAZAGON DOCK SHIPBUILDERS LIMITED

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

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

- (a) The facts contained herein are within my own personal knowledge.
- (b) My/our company has declared the local content at the time of tender as under

Tender Item Sr. No.	Local content calculated as above %	Location of local value addition
All items put together		

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

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



(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:_____

DATE:_____

Seal / Stamp of Bidder

**Enclosure-10 (E)**

**To,
TS DEPARTMENT
MAZAGON DOCK SHIPBUILDERS LIMITED.**

MDL Tender No. 1900000267.

**Declaration in respect of restriction under Rule 144 (xi) of the General Financial
Rules (GFRs), 2017**

I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authorities and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authorities. I hereby certify that this bidder fulfils all requirements in this regards and is eligible to be considered. (Where applicable, evidence of valid registration by the Competent Authorities shall be attached)

SIGNATURE: _____

DATE: _____

Seal / Stamp of Bidder



Enclosure-10 (F)

**To,
TS DEPARTMENT
MAZAGON DOCK SHIPBUILDERS LIMITED.**

MDL Tender No. 1900000267.

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. 41** 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

**Enclosure-11****PARTICULARS OF BANNED OR DE-LISTED TENDERER/FIRM/VENDORS**

**The General Manager,
TS Department,
1st Floor, North Block-5 Bldg. NY,
Mazagon Dock Shipbuilders Limited,
Dock Yard Road,
Mumbai - 400010, INDIA**

Sir,

Sub: Construction of New Biometric Access Rooms for Security at Anik Chembur Yard, Nhava Yard and South Yard Annex MDL.

Ref: MDL Tender No. 1900000267.

With reference to **Clause no: 39** (Banned or De-Listed Tenderer/ Firms / Vendors), referred Tender Enquiry, we declare the Information as below.

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

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

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

Sl	Name of Client	Name of Project / Work	Status

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

Signature of Contractor:
Name and Address:

Place:
Date:

Official Seal

**Enclosure-12**

**TO,
TS DEPARTMENT
MAZAGON DOCK SHIPBUILDERS LIMITED.**

MDL Tender No. 1900000267.

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
INCOME TAX TAN NO		MUMM02076E

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. Performance Bank Guarantee etc.	Amount Remitted (₹)
			MDL Tender No. 1900000267		

Signature of Bidder

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

**Enclosure-13**

To,
TS DEPARTMENT
MAZAGON DOCK SHIPBUILDERS LIMITED.

MDL Tender No. 1900000267

INTEGRITY PACT

MAZAGON DOCK SHIPBUILDERS LIMITED (MDL) hereinafter referred to as "**The Principal/Buyer**"

And

.....hereinafter 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 shall appoint an Independent External Monitor (IEM), who shall 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, shall 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 shall during the tender process treat all Bidder(s) with equity and reason. The Principal/Buyer shall in particular, before and during the tender process, provide to all Bidder(s) the same information and shall 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 shall exclude from the process all known prejudiced persons.
 - d) The Principal/Buyer undertakes to scrupulously follow the Purchase Manual containing General Conditions of Contract (GCC) 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 shall 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) shall 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) shall 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) shall not commit any offence under the relevant Anti-Corruption Laws of India; further the Bidder(s)/Contractor(s) shall 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 and marked as Annexure-A.
 - e) The Bidder(s)/Contractor(s) shall 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 General Conditions of Contract (GCC) in respect of procurement contracts for goods, services and civil works.
- (2) The Bidder(s)/Contractor(s) shall not instigate third persons to commit offences outlines above or be an accessory to such offences.
- (3) A person signing IP shall not approach the courts while representing the matters to IEMs and he/she will await their decision in matter.

**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 and marked as Annexure-B.

- 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 shall be determined by the severity of the transgression. The severity shall 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 shall 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 therefor.



- 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
- e) 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.
- f) 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.
- g) To cancel all or any other contracts with the Bidder.
- h) 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.
- i) 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.
- j) 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.

- k) 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.

- 1) 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 condition as this one with all bidders, contractors. In case of joint venture, all the partners of the joint venture should sign the Integrity Pct. In case of sub-contractor, the principal contractor shall be solely responsible for the adherence to provisions of IP by the sub-contractor (s).
- (3) The Principal/Buyer shall 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 or subcontractor which constitutes corruption or if the Principal has substantive suspicion in this regard, the Principal/Buyer shall 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 shall also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The
- (4) 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.
- (5) The Principal/Buyer shall 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.
- (6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he shall 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.
- (7) The Monitor shall 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.
- (8) Monitor shall be entitle to compensation on the same terms as being extended to / provided to Independent Directors on the Board of Principal/Buyer.
- (9) 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/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.
- (10) 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.
- (2) 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.
- (3) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- (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 shall 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 DOCK SHIPBUILDERS
LIMITED
(Office Seal)
Place _____
Date _____

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

Witness 1:

(Name & Address)

Witness 1:

(Name & Address)

**Annexure-A****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 shall 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:

- 2.2.1 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.
- 2.2.2 The amount of commission/remuneration included in the quoted price(s) for such agents/representatives in India.
- 2.2.3 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 shall 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 shall 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-B****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:

- a) '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'.
- b) '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;
- c) '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.
- d) '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.
- e) '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 along with 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 shall be a Standing Committee to be appointed by the CMD which may include HOD of respective Commercial Section TS Dept., rep of Legal Dept. and OIC (SR&R) for processing the cases of "Banning of Business Dealings". The functions of the committee shall, inter-alia include:
 - a) 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.
 - b) To recommend for issue of show-cause notice to the Agency by the concerned department.
 - c) To examine the reply to show-cause notice and call the Agency for personal hearing, if required.
 - d) 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. Procedure for issuing 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 / Contactors, 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 inter-connected Agencies.
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**Enclosure-14**

**To,
TS DEPARTMENT
MAZAGON DOCK SHIPBUILDERS LIMITED.**

MDL Tender No. 1900000267.

RTGS/NEFT/ECS – MANDATE AUTHORISATION FORM

1.	NAME OF THE FIRM	:	
2.	CONTACT PERSON AND DESIGNATION	:	
3.	PAN NO	:	
4.	VENDOR ADDRESS	:	
5.	VENDOR'S TELEPHONE/FAX	:	
6.	E-MAIL ADDRESS	:	
7.	BANK NAME	:	
8.	BANK ADDRESS	:	
9.	ACCOUNT NUMBER	:	
10.	ACCOUNT TYPE	:	
11.	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**

**Enclosure-15**

**To,
TS DEPARTMENT
MAZAGON DOCK SHIPBUILDERS LIMITED.**

MDL Tender No. 1900000267.

PROFORMA BANK GUARANTEE FOR BID BOND / EMD

(On Non-Judicial stamp paper of value ₹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 nonperformance and non-fulfilment or for any breach on the part of the tenderer of any of the terms and conditions of the said tender.

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

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

4. We, Bank further agree with the Company that the Company shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said tender/or to extend time of performance by the tenderer from time to time or to postpone for any time to time any of the powers exercisable by the



Company against the tenderer and to forbear to enforce any of the terms and conditions relating to the tender and we shall not be relieved from our liability by reason of any such variation or extension being granted to the tenderer or for any forbearance, act or omission on the part of the Company or any indulgence by the Company to the tenderer or by any such matter or things whatsoever which under the law relating to sureties would have the effect of relieving us.

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

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

7. Notwithstanding anything contained herein above:

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

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

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

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

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

**Enclosure-16**

To,
TS DEPARTMENT
MAZAGON DOCK SHIPBUILDERS LIMITED.

MDL Tender No. 1900000267.

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")

**Enclosure-17**

**To,
TECHNICAL SERVICES DEPT.
MAZAGON DOCK SHIPBUILDERS LIMITED.**

MDL Tender No. 1900000267

PROFORMA FOR WATERPROOFING BANK GUARANTEE

(On Non-Judicial stamp paper)

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, liquidators and assigns) having placed an order on Messers a partnership firm/sole proprietor business/a company registered under the Companies Act, 1956 having its office at(hereinafter called " the Contractors" which expression shall, unless it be repugnant or contrary to the subject or context thereof, be deemed to mean and include its successors and assigns) vide order No..... dated..... (Hereinafter called "the order" which expression shall include any amendments/alterations to "the order" issued by "the Purchaser") for the work of _____ as stated in the said Order and the Company having agreed that the Contractors shall furnish a security for the performance of the Contractors obligations and/or discharge of the Contractors liability in connection with the waterproofing work(s) executed under the said order and the Company having agreed with the Contractors to accept a waterproofing bank 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) 10% of the total value of waterproofing work(s) in the order against any loss or damage, costs, charges and expenses caused to or suffered by the Company by reason of any defects in waterproofing work done by the Contractor, as per the terms and conditions of the said order.

1. We, (Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for satisfactory performance and fulfilment in all respects of the said contract, which consists of 05 years after satisfactory completion of the waterproofing work as per terms and conditions of the said order.
2. We, Bank further agree that the Company shall be sole judge whether the said Contractors has failed to perform or fulfil the said order in terms thereof or committed breach of any terms and conditions of the order and the extent of loss, damage, cost, charges and expenses suffered or incurred or would be suffered or incurred by the Company on account thereof and we waive in the favour of the Company all the rights and defences to which we as guarantors may be entitled to.



3. We, Bank further agree that the amount demanded by the Company as such shall be final and binding on the Bank as to the Bank's liability to pay and the amount demanded and the Bank undertake to pay the Company the amount so demanded on first demand and without any demur notwithstanding any dispute raised by the Contractors or any suit or other legal proceedings including arbitration pending before any court, tribunal or arbitrator relating thereto, our liability under this guarantee being absolute and unconditional.
4. We, Bank further agree with the Company that the Company shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said order/or to extend time of performance by the Contractors from time to time or to postpone for any time to time any of the powers exercisable by the Company against the Contractors and to forbear to enforce any of the terms and conditions relating to the order and we shall not be relieved from our liability by reason of any such variation or extension being granted to the Contractors or for any forbearance, act or omission on the part of the Company or any indulgence by the Company to the Contractors or by any such matter or things whatsoever which under the law relating to sureties would have the effect of relieving us.
5. We, Bank further undertake not to revoke this guarantee during its currency except with the previous consent of the Company in writing.
6. We, Bank also agree that the Bank's liability under this guarantee shall not be affected by any change in the constitution of the Contractors.
7. Notwithstanding anything contained herein above:
 - i) Our liability under this guarantee shall not exceed Rs.....
 - ii) This Bank Guarantee shall be valid up to and including; and
 - iii) We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before.(Validity + ---weeks from the date of expiry of this guarantee).
8. This Guarantee shall be governed by Indian laws and the Courts at Mumbai, India shall have the exclusive jurisdiction.

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

For Bank
(by its constituted attorney)

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

**Enclosure-18**

**To,
TECHNICAL SERVICES DEPT.
MAZAGON DOCK SHIPBUILDERS LIMITED.**

MDL Tender No. 1900000267

PROFORMA FOR BANK GUARANTEE AGAINST WATER LEAKAGE (Not Applicable)

(On Non-Judicial stamp paper)

IN CONSIDERATION OF MAZAGON DOCK LIMITED, a company incorporated under the Companies Act 1956 and having its registered office at Dockyard Road, Mumbai 400010(hereinafter referred to as the "the Company" which expression shall, unless it be repugnant or contrary to the subject or context thereof, be deemed to mean and include its successors, liquidators and assigns) having placed an order on Messers a partnership firm/sole proprietor business/a company registered under the Companies Act, 1956 having its office at(hereinafter called " the Contractors" which expression shall, unless it be repugnant or contrary to the subject or context thereof, be deemed to mean and include its successors and assigns) vide order No..... dated..... (Hereinafter called "the order" which expression shall include any amendments/alterations to "the order" issued by "the Purchaser") for the work of as stated in the said Order and the Company having agreed that the Contractors shall furnish a security for the performance of the Contractors obligations and/or discharge of the Contractors liability in connection with the **roof sheeting/ cladding work(s)** executed under the said order and the Company having agreed with the Contractors to accept a bank guarantee against water leakage, We, Bank having office at (Hereinafter referred to as "the Bank" which expression shall includes its successors and assigns) hereby agree to pay to the Company without any demur on first demand an amount not exceeding Rs..... (Rupees.....only) 10% of the total value of **roof sheeting/ cladding work(s)** in the order against any loss or damage, costs, charges and expenses caused to or suffered by the Company by reason of any defects in **roof sheeting/cladding work(s) leading to water leakage** by the Contractor, as per the terms and conditions of the said order.

1. We, (Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for satisfactory performance and fulfilment in all respects of the said contract, which consists of 05 years after satisfactory completion of the **roof sheeting/ cladding work** as per terms and conditions of the said order.
2. We, Bank further agree that the Company shall be sole judge whether the said Contractors has failed to perform or fulfil the said order in terms thereof or committed breach of any terms and conditions of the order and the extent of loss, damage, cost, charges and expenses suffered or incurred or would be suffered or incurred by the Company on account



thereof and we waive in the favour of the Company all the rights and defences to which we as guarantors may be entitled to.

3. We, Bank further agree that the amount demanded by the Company as such shall be final and binding on the Bank as to the Bank's liability to pay and the amount demanded and the Bank undertake to pay the Company the amount so demanded on first demand and without any demur notwithstanding any dispute raised by the Contractors or any suit or other legal proceedings including arbitration pending before any court, tribunal or arbitrator relating thereto, our liability under this guarantee being absolute and unconditional.
4. We, Bank further agree with the Company that the Company shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said order/or to extend time of performance by the Contractors from time to time or to postpone for any time to time any of the powers exercisable by the Company against the Contractors and to forbear to enforce any of the terms and conditions relating to the order and we shall not be relieved from our liability by reason of any such variation or extension being granted to the Contractors or for any forbearance, act or omission on the part of the Company or any indulgence by the Company to the Contractors or by any such matter or things whatsoever which under the law relating to sureties would have the effect of relieving us.
5. We, Bank further undertake not to revoke this guarantee during its currency except with the previous consent of the Company in writing.
6. We, Bank also agree that the Bank's liability under this guarantee shall not be affected by any change in the constitution of the Contractors.
7. Notwithstanding anything contained herein above:
 - i) Our liability under this guarantee shall not exceed Rs.....
 - ii) This Bank Guarantee shall be valid up to and including; and
 - iii) We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before.(Validity + ---weeks from the date of expiry of this guarantee).
8. This Guarantee shall be governed by Indian laws and the Courts at Mumbai, India shall have the exclusive jurisdiction.

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

For Bank



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

**Enclosure-19**

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

Sub: Construction of New Biometric Access Rooms for Security at Anik Chembur Yard, Nhava Yard and South Yard Annex MDL

Ref: MDL Tender No.1900000267.

Sr. No.	Description of item	Unit	Qty	Rate (₹)	Amount (₹)
1	Earth work in excavation by mechanical means (Hydraulic excavator) / manual means in foundation trenches or drains including pumping out water as required, for all lift, in or under water and/or liquid mud, dressing of sides and ramming of bottoms, including getting out the excavated soil and disposal of surplus excavated soil as directed, within a lead of 50 m. - All kinds of soil	Cum	314.00	277.12	87,015.68
2	Excavation in ordinary rock , by Mechanical means (Hydraulic excavator) / Manual means up to 1.5m depth including stacking excavated material , lead upto 50 m at designated place within MDL premises before disposal as per direction of Engineer - in- charge etc. complete. - Ordinary rock	Cum.	26.00	501.08	13,028.08
3	Filling available excavated earth (excluding rock) in trenches, Plinth, sides of foundations,for levelling etc. in layers not exceeding 20cm in depth, consolidating each layer by ramming and watering, etc complete for all lift, including loading/unloading materials by mechanical transport	Cum	95.00	196.86	18,701.70
4	Carriage of earth by mechanical transport including loading, unloading and stacking from MDL premises to municipal dumping ground etc complete.	Cum	220.00	786.09	1,72,939.80
5	Carriage of excavated Rock by mechanical transport including loading, unloading and stacking from MDL premises to municipal dumping ground etc complete.	Cum	26.00	1,257.86	32,704.36
6	Providing and removing open or closed shoring and strutting in the trenches/ pits for all depths as per specifications/ drawings and or as directed by Engineer-in-charge by including walling, struts, open poling boards, horizontal sheeting, runners, dog spikes by using timber etc. complete.	Sqm	150.00	155.98	23,397.00



Sr. No.	Description of item	Unit	Qty	Rate (₹)	Amount (₹)
7	Dismantling RCC Work Manually / by Mechanical means including cutting bars and stacking of steel bars within MDL premises and disposal of un-serviceable material outside MDL premises to municipal dumping ground complete as directed at any height / Location etc.	Cum.	13.00	4,195.68	54,543.84
8	Dismantling carefully PCC Work Manually / by Mechanical means & carting away debris outside MDL premises to municipal dumping ground complete as directed at any height / Location etc.	Cum	28.00	3,073.80	86,066.40
9	Raising manhole/sewer/ chamber with cover and frame RCC slab to required level including dismantling existing slab and making good the damage as required and directed. Also, includes stacking of useful materials near the site and disposal of unserviceable materials into municipal dumping ground etc complete (Raising depth of manhole to be paid separately).	Each	6.00	2,867.71	17,206.26
10	PCC 1:1.5:3 Plinth Providing & laying Plain Cement concrete (PCC-Cast in situ) including curing but excluding the cost of centering & shuttering etc;complete as directed. --UPTO PLINTH LEVEL---(1:1.5:3) Concrete (1 Cement:: 1.5 coarse aggregate: 3 graded stone aggregate 20mm nominal size)	Cum.	79.00	8,377.24	6,61,801.96
11	PCC 1:1.5:3 superstructure: Providing & Laying Plain Cement concrete (PCC-Cast in Situ)at any location, curing excluding centering, shuttering etc;complete as directed. ---UPTO FLOOR FIVE LEVEL---(1:1.5:3) Concrete (1 Cement:1.5 coarse aggregate: 3 graded stone aggregate 20mm nominal size)	Cum.	3.00	10,402.74	31,208.22
12	M40 in Plinth : Providing and laying in position ready mixed or site batched design mix cement concrete for reinforced cement concrete work; using coarse aggregate and fine aggregate derived from natural sources, Portland Pozzolana / Ordinary Portland /Portland Slag cement, admixtures in recommended proportions as per IS: 9103 to accelerate / retard setting of concrete, to improve durability and workability without impairing strength; including pumping of concrete to site of laying, curing, carriage for all leads; but excluding the cost of centering, shuttering, finishing and reinforcement as per direction of the engineer-in-charge; for the following grades of concrete. Concrete of M40 grade with minimum cement content of 390 kg /cum	Cum.	107.00	10,001.09	10,70,116.63



Sr. No.	Description of item	Unit	Qty	Rate (₹)	Amount (₹)
13	M40 in Upto Floor V : Providing and laying in position ready mixed or site batched design mix cement concrete for reinforced cement concrete work; using coarse aggregate and fine aggregate derived from natural sources, Portland Pozzolana / Ordinary Portland /Portland Slag cement, admixtures in recommended proportions as per IS: 9103 to accelerate / retard setting of concrete, to improve durability and workability without impairing strength; including pumping of concrete to site of laying, curing, carriage for all leads; but excluding the cost of centering, shuttering, finishing and reinforcement as per direction of the engineer-in-charge; for the following grades of concrete. Concrete of M40 grade with minimum cement content of 390 kg /cum	Cum.	271.00	10,358.29	28,07,096.59
14	Providing & fixing in position Centering & shuttering including strutting, propping etc. and removal of form work of approved type as directed by Engineer in charge. For all height				-
i	Shuttering: Foundations, footings, bases of columns, Small lintels not exceeding 1.5 m clear span, moulding as in cornices, window sills, string courses, bands, copings, bed plates, anchor blocks	Sqm	201.00	393.86	79,165.86
ii	Shuttering: Suspended floors, roofs, landings, balconies, access platform and shelves (cast in situ)	Sqm	835.00	931.30	7,77,635.50
iii	Shuttering: Lintels, beams,plinth beams, girders, bressumers and cantilevers	Sqm	483.00	739.61	3,57,231.63
iv	Shuttering: Columns, pillars, piers, Abutments, posts & struts	Sqm	545.00	965.49	5,26,192.05
15	Providing and fixing in position TMT - Fe 500D bar reinforcement of various diametersfor R.C.C. pile caps, footings, foundations, slabs, beams columns, canopies,staircase, newels, chajjas, lintels pardis, copings, fins, arches etc. as per detailed designs, drawings and schedules. including cutting, bending, hooking the bars, binding with wires or tack welding and supporting as required complete including providing and applying two coats of Anti corrosive protective coating and Sprinkle dry sand when second coat is tacky.	Kg	39261.00	97.03	38,09,494.83



Sr. No.	Description of item	Unit	Qty	Rate (₹)	Amount (₹)
16	Extra Over item of stencil concrete above concrete in footpath. Providing, applying and finishing the topsurface of concrete with stamp/ stencil of approved pattern and colour, in accordance with manufacturer's specification of any approved brand of colour hardener @ 3.5 kgs/m ² ; including floating of colour hardened over concrete surface with different types of floaters; including application of release agent @ 0.15 kgs/m ² , stamping over the concrete surface with stamping tools; including cleaning of surface with water and cutting of finished concrete; including application of two coats of acrylic based sealer for finishing. Colour hardener and release agent shall be tested for abrasion resistance for a depth of wear, should not be more than 0.025 mm. Coverage of sealer should not be more than 6.5 sq.m per one litre coat; including cost of skilled manpower, cutting machine, sprayer and all tools tackles for all activities; complete smooth & finish as per direction of Engineer-In-Charge.	Sqm	174.00	298.60	51,956.40
17	Demolishing carefully brick work/ precast concrete block/Siporex block by Manual / Mechanical means of any thickness including tile work, plaster etc as directed & disposal of debris / outside MDL premises to municipal dumping ground etc. complete as directed.	Cum	1.00	2,698.12	2,698.12
18	Demolishing carefully stone rubble masonry by Manual / Mechanical means as directed & disposal of debris / un-serviceable material outside MDL premises to municipal dumping ground etc. complete as directed at any height / Location	Cum	3.00	3,098.61	9,295.83
19	Providing second class Brick masonry with conventional / IS type bricks including scaffolding, waterring, racking out joints etc. complete In superstructure upto floor V level in cement mortar (1:4)	Cum	141.00	9,385.12	13,23,301.92
20	Providing second class Half Brick masonry with conventional / IS type bricks including scaffolding, waterring, racking out joints etc. complete CEMENT MORTAR (1 : 4) In superstructure upto floor V level including for providing & placing 2 nos. 6 mm dia. M.S bar at every third course of half brick masonry	Sqm	278.00	1,233.96	3,43,040.88
21	Constructing second class brick masonry road gully chamber 50x45x60 cm with bricks in cement mortar 1:4 (1 cement : 4 coarse sand) including 500x450 mm pre cast R.C.C. horizontal grating with frame complete as per standard design With common burnt clay F.P.S. (non modular) bricks of class designation 7.5	Each	8.00	5,983.89	47,871.12



Sr. No.	Description of item	Unit	Qty	Rate (₹)	Amount (₹)
22	Constructing second class brick masonry chamber for underground C.I. inspection chamber and bends with bricks in cement mortar 1:4 (1 cement : 4 coarse sand) C.I. cover with frame (light duty) 455x610 mm internal dimensions, total weight of cover with frame to be not less than 38 kg (weight of cover 23 kg and weight of frame 15 kg), R.C.C. top slab with 1:1.5:3 mix (1 cement : 1.5 coarse sand : 3 graded stone aggregate 20 mm nominal size), foundation concrete 1:5:10 (1 cement : 5 fine sand : 10 graded stone aggregate 40 mm nominal size), inside plastering 12 mm thick with cement mortar 1:3 (1 cement : 3 coarse sand), finished smooth with a floating coat of neat cement on walls and bed concrete etc. complete as per standard design Inside dimensions 500x700 mm and 45 cm deep for pipe line with one or two inlets With common burnt clay F.P.S. (non modular) bricks of class designation 7.5.	Each	8.00	8,186.06	65,488.48
23	Cutting holes up to 30x30 cm in walls including making good the same With common burnt clay F.P.S. (non modular) bricks and carting away the debris etc complete.	Nos	5.00	418.62	2,093.10
24	Cutting holes up to 15x15 cm in R.C.C. floors and roofs for passing drain pipe etc. and repairing the hole after insertion of drain pipe etc. with cement concrete 1:2:4 (1 cement : 2 coarse sand : 4 graded stone aggregate 20 mm nominal size), including finishing complete so as to make it leak proof.	Nos	8.00	453.97	3,631.76
25	Providing & laying wash basin counter of 500-550 mm depth (clear) and at 700mm to 800 mm ht (top) above ffl. Of approved 20mm thk granite slab laid on 20mm thk white marble support with required cement mortar base & 100-150 mm thk champhered and machine polished edge facia.it shall be supported on side walls & with white marble vertical supports as shown in the drawing. (Basic granite rate=Rs 2690 per sqm)	Meter	5.00	3,787.16	18,935.80
26	Providing and laying flamed finish Granite stone flooring in required design and patterns, in linear as well as curvilinear portions of the building all complete as per the architectural drawings with 18 mm thick stone slab over 20 mm (average) thick base of cement mortar 1:4 (1 cement : 4 coarse sand) laid and jointed with cement slurry and pointing with white cement slurry admixed with pigment of matching shade including rubbing, curing and edge polishing etc. all complete as specified and as directed by the Engineer-in-Charge Flamed finish granite stone slab Jet Black, Cherry Red, Elite Brown, Cat Eye or equivalent.	Sqm	26.00	3,200.60	83,215.60
27	Providing & Laying dry stone Rubble Soling with average 150 mm to 200 mm size hard stone set in regular lines, handpacked and interstices thoroughly filled with small chips including filling in with good quality murum brought from outside, compacting with iron rammers, watering complete as directed by Engineer In Charge. (Note: The rate includes the royalty and other taxes if any)	Cum	178.00	1,687.15	3,00,312.70



Sr. No.	Description of item	Unit	Qty	Rate (₹)	Amount (₹)
28	Dismantling carefully damaged portion of cement plaster of any finish from the wall, ceiling, beams etc & raking out the joints to a suitable depth up to 20mm & carting away debris etc outside MDL premises to Municipal Dumping ground. complete as directed at any height / Location	Sqm	50.00	67.47	3,373.50
29	Providing and applying plastering on RCC/brick masonry work with 12 mm thick in cement mortar 1:4 (1 cement: 4 fine sand) including curing & finishing including plaster of paris putty of 2 mm thickness over plastered surface to prepare the surface even and smooth complete. as directed.	Sqm	1762.00	612.41	10,79,066.42
30	Providing and applying 20 mm thick external sand faced cement plaster in cement mortar (1:3) with neat cement rendering upto 10m from ground level and at all locations in cement mortar proportion specified below in two coats for masonry (except stone masonry) and concrete surfaces including providing water proofing compound to the first coat of plaster as per manufacturers specification, racking out joints, hacking of concrete surface, finishing, curing, scaffolding etc. complete as directed By Engineer In Charge. Min. time lag between two coats shall be 24 hours.(as per IS 2402 of 1963.)	Sqm	1539.00	689.59	10,61,279.01
31	Providing, erecting, maintaining and removing temporary protective screens made out of specified fabric Covering the scaffolding with Wooven PVC Cloth Bardan (Agro Knitted Fabric) by sewing, knotting as required at any height of the building /structure while carrying out external work of the building/structure etc. as per the direction of Engineer In charge.	Sqm	1739.00	54.49	94,758.11
32	Providing & fixing the Safety Net with 12mm Border rope, 4mm knotted, 1mm fishnet size -15mm X 15mm mesh to prevent the debris falling on ground /walkway etc. as per the direction of Engineer In charge.	Sqm	200.00	118.83	23,766.00
33	Providing and fixing fire doors with 2 hour fire rating conforming to IS: 3614 (Part 2), BS 476 (Parts 20 & 22), ISO 834 ; 45 mm thick fully flush, double skin door shell with lock seam joints at stile edges made from 1.25 mm thick galvanized steel sheet including door frames made from 1.6 mm thick galvanized steel sheet formed to double rebate profile of size 143 mm x 57mm as per manufacturer's instructions, door frames and shutter primed with Zinc Phosphate stoving Primer and finished with Polyurethane Aliphatic grade or epoxy paint including ironmongery consisting of stainless steel ball bearing butt hinges 3 mm thick fixed flush to the frame and shutter, full width horizontal handles (panic bar), concealed flush bolts, door closers, other standards fixtures and fasteners, etc. complete for the following clear opening sizes.	Sqm	13.00	26,895.11	3,49,636.43



Sr. No.	Description of item	Unit	Qty	Rate (₹)	Amount (₹)
34	Providing & fixing in position 35 mm thick 1st quality water proof Single Leaf solid core Flush Door for W.C. with 1.5mm thick laminate on both sides with 12x35mm lipping patti on all egdes. Rate is inclusive of s.s.fixtures & fittings, such as handles on both sides, tower bolts, locking arrangement,, door stopper of make (ozone, Hettich,Hafle) 450 x 150mm aluminum ventilation grill powder coated, as per architect's detailed drg.and design complete.	Sqm	29.00	12,222.18	3,54,443.22
35	Providing and fixing in position, Single/Double leaf solid core flush door of required size including providing & fixing T.W. frame 60mm x 150mm., 45mm thick solid code hard wood block board shutters with 25mm x 45mm lipping patti , allround the shutter & finished with 1mm thick approved textured laminates on either sides, finishing all exposed surfaces of wood with approved shade french polish, treating all the surfaces of wood in contact with masonry with tar paint (Black Japan), chrominum plated brass fittings & fastenings, S.S. handles etc. complete as per detailed drawing and as directed by the Engineer In charge.	Sqm	59.00	16,350.70	9,64,691.30
36	Providing and fixing on site VENEER FINISH WALL PANELING made by using approved quality seasoned T.W. framing of 38 x 25 mm at approximately 600 x 450 mm center to center or as per site conditions and covered by 12 mm thick marine ply generally conforming to I.S.303 /I.S.710-1980 finished with 3 mm thick group match veneer of approved quality with groove pattern including all necessary end mouldings, moulding pattern, and melamine polish. Antitermite treatment to plywood and woodwork etc.including all leads & lifts complete as per Architects detailed drg. & design and as instructed by The Engineer In Charge (Basic Veneer Rate Rs.857.84/- per sqm)	Sqm	26.00	6,023.77	1,56,618.02
37	Providing and fixing glazing panels & doors using 12mm thk toughen clear glass (confirming to ASTM Standards C-1048) supported by channel (embedded in the floor) at the bottom & side edge and wall connecting profile at the top edge, stainless steel articulated countersunk bolts threaded bolts, chemical fasteners, etc., glass panel size as per design and drawing including applying colourless sealant of joint incl. required edge polish, making glazing water tight etc. Destructive joint test reports to be submitted for establishing the safety factor, including operating hardware, SS patch fittings, fabricated long length satin finish SS 304 handles, patchlock, floor springs etc., complete as directed by the architect for frameless patch doors, single or twin leaf shutters with fixed panel on top. Hardware-Droma BTS 80 Floor Spring.	Sqm	108.00	14,280.81	15,42,327.48
38	Providing and fixing Wooden Flooring-8mm thk. etc. Complete. As per Engineer Incharge approval.	Sqm	12.00	1,313.64	15,763.68



Sr. No.	Description of item	Unit	Qty	Rate (₹)	Amount (₹)
39	Providing and fixing Wooden Floor Skirting-3" 8mm thk. etc. Complete. As per Engineer Incharge approval	Sqm	3.00	246.99	740.97
40	Providing and fixing aluminium die cast body tubular type universal hydraulic door closer (having brand logo with ISI, IS : 3564, embossed on the body, door weight upto 35 kg and door width upto 700 mm) with necessary accessories and screws etc. complete.	each	24.00	1,129.76	27,114.24
41	Providing & Fixing Fly / Mosquito proof Stainless Steel wire mesh grade 304 to anodised (AC-15) aluminium frames / shutters with necessary fixtures, fittings etc complete (Note: For Aluminum Sections, total weight shall be upto 3.5 kg/sq.m.)	Sqm	7.00	1,788.20	12,517.40
42	Providing & fixing approved type of Soft Translucent Roller Blinds with imported mechanism, approved make on windows. (Basic cost of Rs. 1254/- SqM)	Sqm	72.00	1,264.98	91,078.56
43	Pantry Shutter: Providing and fixing Teakwood frames, 25mm x 40mm with Shutters to pantry counter made out of 19mm Marine Plywood finished with approved 1.5mm thick for external surface & 1mm thick laminate for internal surface as directed etc. complete.	Sqm	5.00	5,855.66	29,278.30
44	Vision Panel : Extra for providing vision panel not exceeding 0.1 sqm in all type of flush doors (cost of glass excluded) (overall area of door shutter to be measured) Rectangular or square	Sqm	5.00	200.02	1,000.10
45	Providing & Fixing frosted film, manufactured by 3 M or approved equivalent on glass partition including MDL logo where ever required and approved by EIC. No separate payment shall be done for MDL logo.	Sqm	59.00	1,463.69	86,357.71
46	Removing dry or oil bound distemper, water proofing cement paint and the like by scrapping, sand papering and preparing the surface smooth including necessary repairs to scratches etc. complete.	Sqm	203.00	25.26	5,127.78
47	Providing & Applying two coats of synthetic enamel paint on new work of approved brand & manufacturer and shade to give uniform finish with the help of brush, Rollers etc . complete as directed.	Sqm	24.00	156.58	3,757.92



Sr. No.	Description of item	Unit	Qty	Rate (₹)	Amount (₹)
48	Providing and applying Interior wall finish luster of Asian / Berger / Nerolac / Dulux paint or equivalent approved make on internal wall surface as detailed below Scrapping the surface with emery paper and wipe clean for area. Applying Asian / Berger / Nerolac / Dulux or equivalent wall primer with brush with mineral turpentine of 8 to 10 % and oil 15 to 20 % with roller and allowing to dry for a period of 6 to 8 hours. Applying Asian / Berger / Nerolac / Dulux or equivalent Acrylic wall putty with appropriate proportion of water of allowing to dry for period of 4 to 6 hours. Scrapping with emery paper 180 and wipe clean. Applying Asian / Berger / Nerolac / Dulux or equivalent wall primer with brush with mineral turpentine 8 to 10 % and oil 15 to 20 % with roller. Scrapping with emery paper 320 and wiping it clean, applying Asian / Berger / Nerolac / Dulux or equivalent interior wall finish luster 1st coat with brush/rubber/spray with mineral turpentine 7 to 9 % and oil with roller 19 to 21 % after 8 hours of activity , applying 2nd coat of Asian / Berger / Nerolac / Dulux or equivalent interior wall finish luster with mineral turpentine 7 to 9 % with brush and oil with roller 19 to 21 % with roller, after allowing dry for the period of 6 to 8 hours activity. (Excluding Scaffolding).	Sq.m	1762.00	290.55	5,11,949.10
49	Providing and applying external raincoat painting with crack filling acrylic polymer based chemical compound coating to the external surface of walls to prevent water seepage in the masonry walls during monsoon added with required shade Steiner to give required shade to the surface in two coats. Including providing three coat of priming of polymer base primer including preparing surface scrapping the existing loose old paint, removing loose particles of sand on the surface opening and cleaning the cracks developed in the external plaster, removing loose particles by chiseling, filling cracks by chemicals compound of approved make with proper penetration etc. Coating of Raincoat with the help of brush and as per instructions and specification given by manufacturer and with instruction from Engineer in- charge. Work shall be executed by certified applicator only and covering gurantee of 3 years on court stamp paper of Rs. 500/- and necessary testing etc. complete	Sqm	1539.00	316.19	4,86,616.41
50	Providing and fixing in position uPVC/SWR (Soil/Waste/Rain) pipe of type-B 110 mm dia. in any position including all fittings and accessories, making joints / connections water tight with solvent cement, scaffolding if necessary and making good the damages if any (excluding excavation and refilling the trenches) etc. complete as specified and directed.(All fittings and accessories like clamps,etc. should be of same brand. No separate payment shall be made for fittings and accessories).	Rmt	60.00	466.49	27,989.40



Sr. No.	Description of item	Unit	Qty	Rate (₹)	Amount (₹)
51	Providing and fixing in position uPVC/SWR (Soil/ Waste/ Rain) pipe of type-B 160 mm dia. in any position including all fittings and accessories, making joints / connections water tight with solvent cement, scaffolding if necessary and making good the damages if any (excluding excavation and refilling the trenches) etc. complete as specified and directed.(All fittings and accessories like clamps,etc. should be of same brand. No separate payment shall be made for fittings and accessories).	Rmt	10.00	1,105.37	11,053.70
52	Providing and fixing wash basin with C.I. brackets, 15 mm C.P. brass pillar taps,32 mm C.P. brass waste of standard pattern, including painting of fittings and brackets, cutting and making good the walls wherever require : White Vitreous China Wash basin size 630x450 mm with a single 15 mm C.P. brass pillar tap.	Each	4.00	3,709.36	14,837.44
53	Providing and fixing wash basin: White Vitreous China of 'Hindustan & Parryware' make or equivalent under counter type Oval wash basin of size 550 x 480mm with CI brackets suitable for mounting below granite counter including waste fitting with CP brass bottle trap, angle valve with CP connection etc as specified. Oval Wash Basin Model No.10051 or equivalent	Nos	6.00	10,267.22	61,603.32
54	Urinals: Providing and fixing white glazed vitreous china flat back urinal of half stall of size 580mm * 380mm * 350mm with white PVC automatic flushing cistern Parryware/ Hindware or equivalent including with fittings, standard size C.P. brass flush pipe, spreaders with unions and clamps (all in CP brass) with waste fittings, C.I trap with outlet grating and other couplings in CP brass, brackets including painting of fittings and cutting & making good the walls and floors wherever required etc. complete as directed. All fittings to have ISI mark. Single half stall urinal with 5 litres PVC automatic flushing cistern	Nos	6.00	12,124.42	72,746.52
55	Providing & fixing 15mm dia nominal bore C.P brass bibcock of approved quality conforming to IS:8931etc. complete as directed.	Nos	6.00	509.01	3,054.06
56	Providing & fixing 15mm dia nominal bore C.P brass stopcock (concealed) of approved quality conforming to IS:8931	Nos	6.00	673.38	4,040.28
57	Providing and Fixing 15mm nominal bore C.P. brass long nose bib cock of approved quality confirming to IS standards and weighing not less than 810 gms	Nos	6.00	824.28	4,945.68
58	Providing and fixing 15mm nominal bore C.P. brass angle valve for basin mixer and geyser points of approved quality conforming to IS:8931	Nos	26.00	576.81	14,997.06



Sr. No.	Description of item	Unit	Qty	Rate (₹)	Amount (₹)
59	Providing and fixing mirror rectangular shape 1500 x 450 mm size (outer dimensions) with plastic moulded frame of approved make and shade with 6mm thick hard board backing etc. all complete	No	10.00	2,102.13	21,021.30
60	Providing and fixing 600*450mm bevelled edge mirror of superior glass (of approved quality) of make Modifloat/Saint Gobin or equivalent with 6mm thick hard board ground fixed to wooden cleats with CP brass screws and washers complete.	No	9.00	1,614.97	14,534.73
61	Providing and fixing toilet paper holder in CP brass etc complete as directed.	Nos	10.00	807.21	8,072.10
62	Providing & fixing PVC waste pipe for sink/wash basin including PVC waste fittings complete. 40mm dia semi rigid pipe	Rm	28.00	117.21	3,281.88
63	Providing and fixing Gun metal gate valve with C.I. Wheel of approved quality (screwed end) 40mm nominal bore.	Nos	8.00	829.70	6,637.60
64	Providing and fixing gun metal non- return valve of approved quality (screwed end) : 40 mm nominal bore vertical	No	8.00	1,139.65	9,117.20
65	Making connection of drain or sewer line for pipes 100 to 250 mm diameter with existing manhole including breaking into and making good the walls, floors with cement concrete 1:2:4 mix (1 cement : 2 coarse sand : 4 graded stone aggregate 20 mm nominal size) cement plastered on both sides with cement mortar 1:3 (1 cement : 3 coarse sand) finished with a floating coat of neat cement and making necessary channels for the drain etc.	Each	8.00	813.99	6,511.92
66	Providing and fixing square mouth S.W. Gully trap class SP-1 of 100 x 100 mm size P type , grade "A" complete with C.I. grating brick masonry chamber,made of Sewer bricks conforming to IS: 4885 with water tight C.I. cover with frame of 300 x 300 mm size (inside) the weight of cover to be not less than 4.50 kg and frame to be not less than 2.70 kg as per standard design.	Nos	18.00	2,696.91	48,544.38
67	Concealed work, including cutting chases and making good the walls etc.: Providing and fixing Chlorinated Polyvinyl Chloride (CPVC) pipes, having thermal stability for hot & cold water supply and all CPVC plain & brass threaded fittings, including fixing the pipe with clamps at 1.00 m spacing. This includes jointing of pipes & fittings with one step CPVC solvent cement and testing of joints complete as per direction of Engineer in Charge.				-
i	15 mm nominal outer dia pipes	Rm	60.00	499.97	29,998.20
ii	20 mm nominal outer dia pipes	Rm	40.00	539.95	21,598.00
iii	25 mm nominal outer dia pipes	Rm	30.00	629.99	18,899.70
iv	32 mm nominal outer dia pipes	Rm	30.00	742.53	22,275.90



Sr. No.	Description of item	Unit	Qty	Rate (₹)	Amount (₹)
68	Providing and fixing Chlorinated Polyvinyl Chloride (CPVC) pipes , having thermal stability for hot & cold water supply including all CPVC plain and brass threaded fittings. This includes jointing of pipes & fittings with one step CPVC solvent cement, trenching, refilling & testing of joints complete as per direction of Engineer-in-charge. 40 mm nominal dia pipes	Rm	50.00	565.51	28,275.50
69	Providing and fixing PTMT Bottle Trap for Wash Basin and Sink: Bottle Trap 38mm single piece moulded with height of 270mm, effective length of tail pipe 260mm from the center of the waste coupling 77mm breadth with 25 mm minimum water seal, weighing not less than 263 gms.	No	16.00	377.29	6,036.64
70	Providing & fixing 20mm dia nominal bore C.P brass Quarter turn Concealed Stop Cock including body of Concealed Stop Cock with Protection Cap of approved make and quality conforming to IS:8931etc. complete as directed. Basic Rate per unit Stop Cock+ Protection Cap : Rs. 2220/-	No	20.00	2,772.06	55,441.20
71	Providing & fixing 15mm dia nominal bore C.P brass Quarter turn Flush Cock of Jaquar FLR-CHR-6081 N or equivalent approved make and quality conforming to IS:8931etc. complete as directed. Basic Rate per unit: Rs.1830/-	No	10.00	2,280.27	22,802.70
72	Providing & fixing 15mm dia nominal bore C.P brass Full Turn 2 Way Bib Cock With Wall Flange of Jaquar item no. LYR-CHR-38041 or equivalent and quality conforming to IS:8931etc. complete as directed. Basic Rate per unit: Rs. 2050/-	No	10.00	2,562.65	25,626.50
73	Providing & fixing 15mm dia nominal bore C.P brass Health Faucet with 1 Meter Long Easy Flex Tube in Chrome Finish and Wall Hook with N.R.V (Back Flow Preventer) of Jaquar item no. ALD CHR -573 or equivalent and quality conforming to IS:8931etc. complete as directed. Basic Rate per unit: Rs. 1600/-	No	10.00	1,992.76	19,927.60
74	EWC: Providing and fixing floor mounted, white vitreous china single piece, double traps syphonic water closet of approved brand/make, shape, size and pattern including integrated white vitreous china cistern of capacity 10 litre with dual flushing system, with UPVC soft close slim seat and lid with chromium plated brass hinges and rubber buffers including UPVC and vent pipe up to the outside face of wall, 100mm dia PVC plug bend inlet pipe all fittings, cutting & making good walls & floors including making connection with the existing P/S trap, complete in all respect as per directions of Engineer-in-Charge. (Make shall conform to manufacturer's Green product and shall got approved from the Engineer In Charge.) Basic Rate of Single Piece Water Closet: Rs. 21300/-	No	10.00	29,883.48	2,98,834.80



Sr. No.	Description of item	Unit	Qty	Rate (₹)	Amount (₹)
75	Providing and fixing Orissa type white glazed earthenware water closet pan of size 440 mmX590mmX 250mm with approved make Slim wall hung cistern with installation kit including S or P trap with PVC soil and vent pipe upto outside face of the wall 1:2:4 brick bat lime concrete bedding without flushing tank and its accessories etc.complete. (Make shall conform to manufacturer's Green product and shall got approved from the Engineer In Charge.) Basic Rate of Orissa type Water Closet: Rs. 2175/-	No	2.00	8,382.16	16,764.32
76	Providing & fixing 4" dia. PVC Nahani trap with PVC jali including making holes in walls / beams etc. and cement grouting (1:1) making good the damaged portion finished in C.M(1:3), curing complete as directed.	Nos	20.00	658.01	13,160.20
77	Providing waterproofing treatment through specialized agencies as per their specifications to the flooring of water closets, bathrooms, kitchen, nahanies, washing places, sanitary blocks etc. by giving INJECTIONS with cement solution with water proofing compound into the floor slab so as to make it consistent, homogeneous and impervious against leakage, seepage etc. The sunk portion shall then be covered with brickbat waterproof coba in 1:5 c.s. of required thickness with necessary gradient for easy flow of water. Finally the floor shall be covered with joint less waterproof cement plaster in 1:3 c.s. 12 mm to 15 mm thick finished rough for receiving tiles. The average thickness of complete treatment shall not be less than 100 mm. The soil pan area will not be deducted. (After completion of work leakage test shall be carried out after impounding the water for 7 days without any extra cost. The actual treated area will be measured and paid for).	Sqm	91.00	697.48	63,470.68
78	Extra for providing additional thickness of brickbats over 100 mm in 1:5 c.s. either due to location of rain water pipes or due to increase in the travel length of flow of rain water or brick bats required in the sunk portion of baths, W.C.s nahani etc. The rate includes for fixing brickbats in C.M., with waterproofing compound as per specification as directed	Cum	28.00	11,381.60	3,18,684.80
79	Providing and fixing Anti-skid vitrified tiles for flooring of size 600 X 600mm of approved make, colour and size 10 mm thick, laid on 20mm thick cement mortar 1:4 (1 cement : 4 coarse sand) Bedding on flooring , cladding fixed with tile adhesive or neat cement paste including sealing, jointing with grey cement slurry @3.3 kg/sqm including grouting the joints with white cement and matching pigments etc including, curing, cleaning etc. complete as directed. Size of Tiles 60cm X 60 cm	Sqm	137.00	1,471.24	2,01,559.88



Sr. No.	Description of item	Unit	Qty	Rate (₹)	Amount (₹)
80	Providing & laying polished vitrified floor tiles in different sizes (thickness to be specified by the manufacturer) with water absorption less than 0.08% and confirming to IS : 15622 of approved make in all colours and shades, laid on 20mm thick cement mortar 1:4 (1 cement : 4 coarse sand) jointing with grey cement slurry @3.3kg/sqm including grouting the joints with white cement and matching pigments etc. complete Size of Tiles 60cm X 60 cm				
		Sqm	407.00	1,560.23	6,35,013.61
81	Providing and Fixing Granite of 18mm thick gang saw cut mirror polished premoulded and prepolished machine cut for kitchen platforms, vanity counters, window sills, facias and similar location of required size of approved shade, colour and texture laid over 20mm thick base cement mortar 1:4 (1 cement : 4 coarse sand) with joints treated with white cement, mixed with matching pigments, epoxy touch ups, including rubbing, curing, moulding and polished to edge to give high gloss finish etc. complete at all levels as directed by Engineer-In-Charge Granite of any colour and shade Area of slab up to 0.5 Sqm (Basic rate of Granite/sqm = Rs 2213.28				
		Sqm	71.00	5,437.12	3,86,035.52



Sr. No.	Description of item	Unit	Qty	Rate (₹)	Amount (₹)
82	Providing and laying integral cement based water proofing treatment including preparation of surface as required for treatment of roofs, balconies, terraces etc consisting of following operations: (a) Applying a slurry coat of neat cement using 2.75 kg/sqm of cement admixed with water proofing compound conforming to IS. 2645 and approved by Engineer-in-charge over the RCC slab including adjoining walls upto 300 mm height including cleaning the surface before treatment. (b) Laying brick bats with 50% of cement mortar 1:5 (1 cement : 5 coarse sand) admixed with water proofing compound conforming to IS : 2645 and approved by Engineer-in-charge over 20 mm thick layer of cement mortar of mix 1:5 (1 cement :5 coarse sand) admixed with water proofing compound conforming to IS : 2645 and approved by Engineer-in-charge to required slope up 1 in 120 and treating similarly the adjoining walls upto 300 mm height including rounding of junctions of walls and slabs. (c) After two days of proper curing applying a second coat of cement slurry using 2.75 kg/ sqm of cement admixed with water proofing compound conforming to IS : 2645 and approved by Engineer-in-charge. (d) Finishing the surface with 20 mm thick jointless cement mortar of mix 1:4 (1 cement :4 coarse sand) admixed with water proofing compound conforming to IS : 2645 and approved by Engineer-in-charge including laying glass fibre cloth of approved quality in top layer of plaster and finally finishing the surface with trowel with neat cement slurry and making pattern of 300x300 mm square 3 mm deep. (e) The whole terrace so finished shall be flooded with water for a minimum period of two weeks for curing and for final test. "All above operations to be done in order and as directed and specified by the Engineer-in-Charge":	Sqm	498.00	1,691.95	8,42,591.10
83	Providing and laying Vitrified tiles in different sizes (thickness to be specified by manufacturer), with water absorption less than 0.08 % and conforming to I.S. 15622, of approved make, in all colours & shade, in skirting, riser of steps, dado over 12 mm thick bed of cement mortar 1:3 (1 cement: 3 coarse sand), jointing with grey cement slurry @3.3kg/sqm including grouting the joint with white cement & matching pigments etc. complete. Size of Tiles 600x 600 mm (Basic rate of tile/sqm = Rs. 638/-	Sqm	353.00	1,630.13	5,75,435.89



Sr. No.	Description of item	Unit	Qty	Rate (₹)	Amount (₹)
84	Providing and laying damp-proof course 40mm thick with cement concrete 1:2:4 (1 cement : 2 coarse sand : 4 graded stone aggregate 12.5mm nominal size) including water proofing material in cement concrete work in doses by weight of cement as per manufacturer's specification.	Sqm	34.00	412.40	14,021.60
85	Providing & Making Waterproofing Treatment to the Chajja by finishing top surface with 20 mm thick 1:2 C.M. plaster with addition of approved water proofing compound as per manufacturers specifications and neat cement finish, including drip moulding at edge, at bottom of chajja & cement vatta above chajja along the junction with wall etc complete, as directed by the Engineer-In-Charge.	Sqm	109.00	558.88	60,917.92
86	Providing and fixing Structural steel work riveted, bolted or welded in built up sections, trusses and framed work including cutting, hoisting, fixing in position and applying a priming coat of approved steel primer complete as directed by engineer.	Kg	150.00	134.28	20,142.00
87	Providing and fixing steel work welded in built up sections/ framed work including cutting hoisting, fixing in position and applying a priming coat of approved steel primer using structural steel etc as required - in stringers, treads, landings etc of staircase, including use of chequered plates wherever required etc all complete.	Kg	2300.00	124.14	2,85,522.00
88	Steel work in built up tubular (round, square or rectangular hollow tubes etc.) trusses, column etc., including cutting, hoisting, fixing in position and applying a priming coat of approved steel primer, including welding and bolted with special shaped washers etc. complete. Hot finished seamless type tubes	Kg	450.00	207.25	93,262.50
89	Providing and fixing stainless steel (Grade 304) railing made of Hollow tubes, channels, plates etc., including welding, grinding, buffing, polishing and making curvature (wherever required) and fitting the same with necessary stainless steel nuts and bolts complete, i/c fixing the railing with necessary accessories & stainless steel dash fasteners, stainless steel bolts etc., of required size, on the top of the floor or the side of waist slab with suitable arrangement as per approval of Engineer-in-charge, (for payment purpose only weight of stainless steel members shall be considered excluding fixing accessories such as nuts, bolts, fasteners etc.).	Kg	700.00	775.77	5,43,039.00
90	Providing & fixing MS ornamental grill of approved design weighing from 10 to 15 Kg / Sq.M. With necessary hold fast, complete with two coats of synthetic enamel paint of approved make & quality over a coat of approved anti corrosive yellow zinc chromate metal primer.etc all complete.	Sqm	80.00	3,130.19	2,50,415.20



Sr. No.	Description of item	Unit	Qty	Rate (₹)	Amount (₹)
91	Providing and fixing anodised aluminium work for doors, windows, ventilators and partitions with extruded built up standard tubular and other sections of approved make conforming to IS 733 and IS 1285, Anodised transparent or dyed to required shade according to IS 1868. (Minimum anodic coating of grade AC 15), fixed with rawl plugs and screws or with fixing clips, or with expansion hold fasteners/dash fasteners of required dia. & size including necessary filling up of gaps at junctions, at top, bottom and sides with required PVC/ neoprene felt/EPDM rubber etc. Aluminium sections shall be smooth, rust free, straight, mitred and jointed mechanically wherever required including cleat angle,. Aluminium snap beading for glazing/ panelling, CP brass/ stainless steel screws, all complete as per drawings and the directions of Engineer in Charge (Glazing and panelling, dash fasteners/rawl plugs/hold fasteners to be paid for seperately)				-
i	For fixed Portion	kg	820.00	497.21	4,07,712.20
ii	For shutters of doors, windows and ventilators including providing and fixing hinges/ pivots/ handles/rollers and making provision for fixing of fittings wherever required including cost of EPDM rubber/neoprene gasket required (fittings shall be paid for separately), complete.	kg	420.00	601.21	2,52,508.20
92	Providing and fixing glazing in wooden/aluminium door, window, ventilator shutters and partitions etc with PVC/ neoprene gasket etc complete as per the architectural drawings and the directions of engineer in charge (Cost of aluminium snap beading shall be paid in basic item) Make of glass Saint Gobin, ASAI, Modi Float or equivalent. With float glass panes of 5.0mm thickness (weight not less than 12.50 kg/ sqm)	Sqm	205.00	1,511.82	3,09,923.10



Sr. No.	Description of item	Unit	Qty	Rate (₹)	Amount (₹)
93	Providing and fixing false ceiling 12.5mm thk tapered edge gypsum plain board at all height including providing and fixing of frame work made of special sections, power pressed from M.S. sheets and galvanized with zinc coating of 120 gms/sqm (both side inclusive) as per IS : 277 and consisting of angle cleats of size 25 mm wide x 1.6 mm thick with flanges of 27 mm and 37mm, at 1200 mm centre to centre, one flange fixed to the ceiling with dash fastener 12.5 mm dia x 50mm long with 6mm dia bolts, other flange of cleat fixed to the angle hangers of 25x10x0.50 mm of required length with nuts & bolts of required size and other end of angle hanger fixed with intermediate G.I. channels 45x15x0.9 mm running at the spacing of 1200 mm centre to centre, to which the ceiling section 0.5 mm thick bottom wedge of 80 mm with tapered flanges of 26 mm each having lips of 10.5 mm, at 450 mm centre to centre, shall be fixed in a direction perpendicular to G.I. intermediate channel with connecting clips made out of 2.64 mm dia x 230 mm long G.I. wire at every junction, including fixing perimeter channels 0.5 mm thick 27 mm high having flanges of 20 mm and 30 mm long, the perimeter of ceiling fixed to wall/partition with the help of rawl plugs at 450 mm centre, with 25mm long dry wall screws @ 230 mm interval, including fixing of gypsum board to ceiling section.	Sqm	220.00	1,361.72	2,99,578.40



Sr. No.	Description of item	Unit	Qty	Rate (₹)	Amount (₹)
94	Providing and Fixing 15 mm thick densified tegular edged eco friendly light weight calcium silicate false ceiling tiles of approved texture of size 595 x 595 mm in true horizontal level, suspended on inter locking metal grid of hot dipped galvanised steel sections (galvanising @ 120 grams per sqm including both side) consisting of main 'T' runner suitably spaced at joints to get required length and of size 24x38 mm made from 0.33 mm thick (minimum) sheet, spaced 1200 mm centre to centre, and cross "T" of size 24x28 mm made out of 0.33 mm (Minimum) sheet, 1200 mm long spaced between main 'T' at 600 mm centre to centre to form a grid of 1200x600 mm and secondary cross 'T' of length 600 mm and size 24 x28 mm made of 0.33 mm thick (Minimum) sheet to be inter locked at middle of the 1200x 600 mm panel to form grid of size 600x600 mm, resting on periphery walls /partitions on a Perimeter wall angle pre-coated steel of size(24x24X3000 mm made of 0.40 mm thick (minimum) sheet with the help of rawl plugs at 450 mm centre to centre with 25 mm long dry wall screws @ 230 mm interval and laying 15 mm thick densified edges calcium silicate ceiling tiles of approved texture in the grid, including, cutting/ making opening for services like diffusers, grills, light fittings, fixtures, smoke detectors etc., wherever required. Main 'T' runners to be suspended from ceiling using G.I. slotted cleats of size 25x35x1.6 mm fixed to ceiling with 12.5 mm dia and 50 mm long dash fasteners, 4 mm G.I. adjustable rods with galvanised steel level clips of size 85 x 30 x 0.8 mm, spaced at 1200 mm centre to centre along main 'T', bottom exposed with 24 mm of all Tsections shall be pre-painted with polyester baked paint, for all heights, as per specifications, drawings and as directed by Engineer-in-Charge.	Sq.m	407.00	2,167.57	8,82,200.99
95	Providing and fixing in position 4mm thk ACP (shade as per approval). This system includes Aluminium Angle support, rivets, SS304 pan head/csk screws (Kudan or equivalent make),. Weather silicone (Dow corning/GE/sikasil), Backer rod and other required Hardwares & Accessories. This cost inclusive of wastage, transportation packing, insurance, Breaking and handling charges and scaffolding. Payment will be made for actual fixed ACP.	Sq.m	50.00	5,357.84	2,67,892.00
96	Providing & Fixing in position signage board in aluminium extruded brown anodized section or as approved with letters in vinayl on one side covered with acrylic sheet as per approved sample by architect with required fitting, fixtures etc. including all taxes, loading / unloading, transportation, installing etc. all complete. All aluminium components shall be anodised to '101' Bronze colour, 15µm thick, as standard, other colours as approved. Size : 4" x 5"	Sq.m	50.00	27.04	1,352.00



Sr. No.	Description of item	Unit	Qty	Rate (₹)	Amount (₹)
97	Name Plate: Providing and fixing of retro-reflectorised informatory sign board rectangular /Square in shape having area less than 0.9 square meter made out of 2 mm aluminium sheet bonded with white retro reflective sheeting of Class B (Type IV High intensity micro-prismatic grade sheeting -HIP) having pressure sensitive /heat activated adhesive retro reflective specified background, border and back side retro reflective symbols ,letters, numerals, arrow as per IRC :67-2012 Table No: 8.3msupported with back support frame of 25mm x25mmx3mm,duly painted on back side with two coats of grey stove enamel paint and supported on one no. mild steel angle iron post 75 mmx75 mmx6 ,,3.5 mt. long firmly fixed to the ground by means of properly designed foundation with M25 grade cement concrete 45 cmx45 cmx 60cm ,60 cm below ground level as per approved drawing .The angle iron post shall be duly painted with one coat of epoxy primer and two coats of epoxy finish paints having alternate black and white bands of 25 cm width including GI fixtures and transportation etc. complete. The nut Bolts of board with angle iron post/supporting structure after fixing at site has to be electrically welded. Class B (Type IV High intensity micro-prismatic grade sheeting - HIP)sheeting shall have 7years written warranty from the manufacturer and authorised distributor/converter issued for field performance including the screen printed areas and cut-out sheeting and cut-out durable transparent overlay film and this warranty certificate in original should be submitted to Engineer in charge.	Sq.m	22.00	411.25	9,047.50
98	Main Frame: Providing & fixing Aluminium Sections main Frame of 50mm x 50 x 1.5mm thick at approx. 450mm C/C vertically and horizontally @ 600mm C/C. All verticals secured to ceiling with anchor fasteners. Glasswool infill of 24kg/m3 density to be provided. Well notched frames including making cutout for electrical conduits, support for access control lock etc. complete.(As per detailed drawings) at any height / Location etc	Sq M	48.00	1,467.39	70,434.72
99	Providing and fixing panelling of: Skin : 12mm thick BWP grade Marine Plywood on one side screwed to frame work with joints as shown or as directed including Trims on all edges.	Sq M	96.00	931.03	89,378.88
100	LAMINATE : Providing & fixing laminate of size not less than 1.5mm thk. on one side fixed to plywood skin with glue having joints and grooves as shown or directed. (Basic rate of laminate- Rs. 724.18/Sqmt)	Sq M	96.00	973.22	93,429.12
101	Providing and fixing 12 mm thick Toughened Glass with wooden moulding around the periphery of glass on both side with polish etc complete as directed by engineer Incharge for partially glazed partitions.	Sq M	21.00	3,981.13	83,603.73



Sr. No.	Description of item	Unit	Qty	Rate (₹)	Amount (₹)
102	Door Frame: To have 100mm x 75mm CP teak wood door frame and melamine polished to match the shutter . Providing and fixing of factory finish CP teak wood door frame of size 2150mmx900mm with necessary hardware such as anchor fasteners (6 nos) and the back side of the frame shall be painted with black japan paint and the front side of frame finished with melamine polish matching with the shutter laminate as approved by Engineer Incharge etc. complete at any height / Location etc	No	21.00	4,323.41	90,791.61
103	Door Frame: To have 100mm x 75mm CP teak wood door frame and melamine polished to match the shutter . Providing and fixing of factory finish CP teak wood door frame of size 2150mmx1500mm with necessary hardware such as anchor fasteners (6 nos) and the back side of the frame shall be painted with black japan paint and the front side of frame finished with melamine polish matching with the shutter laminate as approved by Engineer Incharge etc. complete at any height / Location etc	No	10.00	4,821.34	48,213.40
104	Providing and laying factory made chamfered edge Cement Concrete paver blocks in footpath, parks, lawns, drive ways or light traffic parking etc, of required strength, thickness & size/ shape, made by table vibratory method using PU mould, laid in required colour & pattern over 50 mm thick compacted bed of sand, compacting and proper embedding/laying of inter locking paver blocks into the sand bedding layer through vibratory compaction by using plate vibrator, filling the joints with sand and cutting of paver blocks as per required size and pattern, finishing and sweeping extra sand. complete all as per direction of Engineer-in-Charge. 80 mm thick C.C. paver block of M-35 grade with approved colour design and pattern.	Sqm	127.00	1,096.26	1,39,225.02
105	Providing and laying flamed finish Granite stone flooring in required design and patterns, in linear as well as curvilinear portions of the building all complete as per the architectural drawings with 18 mm thick stone slab over 20 mm (average) thick base of cement mortar 1:4 (1 cement : 4 coarse sand) laid and jointed with cement slurry and pointing with white cement slurry admixed with pigment of matching shade including rubbing, curing and polishing etc. all complete as specified and as directed by the Engineer-in-Charge Flamed finish granite stone slab Jet Black, Cherry Red, Elite Brown, Cat Eye or equivalent.	Sqm	27.00	3,200.60	86,416.20



Sr. No.	Description of item	Unit	Qty	Rate (₹)	Amount (₹)
106	Providing and placing on terrace (at all floor levels) polyethylene water storage tank , ISI : 12701 marked, with cover and suitable locking arrangement and making necessary holes for inlet, outlet and overflow pipes but without fittings and the base support for tank	per litre	2500.00	6.76	16,900.00
107	Engagement of licenced, qualified and experienced Structural Engineer for the comprehensive Preparation of Structural designs and drawings, issue details of "Good for Construction" (GFC) drawings and periodical site visit of all structural work, issue as build drawings, issue stability certificate etc.	Unit Activity	1.00	562599.97	5,62,599.97
	Total Civil Amount Rs. (Without GST)				2,86,92,598.33
	<u>ELECTRICAL BOQ</u>				
	MAIN DISTRIBUTION BOARD				
1	Supplying & erecting triple pole and neutral distribution board (TPNDB), 3 pole/ 4 pole MCCB as incomer & outgoing SP MCB (12 poles) or TP MCB of 4 ways (12 poles), with door, 1.2mm thickness, surface/flush mounted, on iron/GI frame (vertical busbar type) as per specification Note:- 1) All MCB's shall have breaking capacity not less than 10 kA. 2) Above rates are applicable only to factory made enclosures. 3) MCB's (double pole, four pole or triple pole & neutral) & isolators for single phase circuits shall not be incorporated for outgoing circuits of three phase distribution board. 4) For more than 2 kW load RCCB shall invariably be provided & erected preferably on the same distribution board. (RCCB+MCB) or (RCCB+MCCB etc,) separate box for RCCB/ELCB is not permissible. 5) Above rates are for branded DB's with provision of same brand interior switchgears 6) The MCBDB is exclusive of incoming MCB/MCCB and outgoing SP/TP MCB's and the same should be preferably of the same make 7) ROHS compliant MCB's, MCCB's, RCCB's, RCBO's and Distribution Boards shall be preferred. 8) DB,s with IEC 61439 part 1 &3 and minimum IK 08 shall be preferred.	AU	2.00	19,485.00	38,970.00



Sr. No.	Description of item	Unit	Qty	Rate (₹)	Amount (₹)
2	Supplying & erecting triple pole and neutral distribution board (TPNDB), SPMCB of 6 ways/phase (18 poles), with door, 1.2mm thickness, surface/flush mounted, IP 43 protection on iron/GI frame (horizontal busbar type) as per specification Note:- 1) All MCB's shall have breaking capacity not less than 10 kA.2) Above rates are applicable only to factory made enclosures.3) MCB's (double pole, four pole or triple pole & neutral) & isolators for single phase circuits shall not be incorporated for outgoing circuits of three phase distribution board.4) For more than 2 kW load RCCB shall invariably be provided & erected preferably on the same distribution board. (RCCB+MCB) or (RCCB+MCCB etc,) separate box for RCCB/ELCB is not permissible.5) Above rates are for branded DB's with provision of same brand interior switchgears6) The MCBDB is exclusive of incoming MCB/MCCB and outgoing SP/TP MCB's and the same should be preferably of the same make 7) ROHS compliant MCB's, MCCB's, RCCB's, RCBO's and Distribution Boards shall be preferred. 8) DB,s with IEC 61439 part 1 &3 and minimum IK 08 shall be preferred.	AU	1.00	8,520.24	8,520.24
	MAIN INCOMER				
3	Providing & erecting 3 Pole MCCB upto 125A, 415V, with short circuit rating 25 kA (Ics=100% of Icu),adjustable thermal (overload) setting and fixed magnetic setting with provided leads, provision for installation of shunt/ UV/ trip alarm contact and MCCB should have phase barriers both sides, in provided enclosure on iron /GI frame as per specification Note: 1)ROH Compliant MCB's, MCCB's, RCCB's, RCBO's and Distribution Boards shall be	AU	2.00	7,738.49	15,476.98
4	Supplying, erecting & marking FPMCB 40A to 63A in provided distribution board as per specification Note: 1)For lighting load 'B' series MCBs are to be provided and for motive power load 'C' series MCB s are to be provided 2)ROHS compliant MCB's, MCCB's, RCCB's, RCBO's and distribution board shall be preferred.	AU	1.00	3,050.11	3,050.11
	OUTGOING				
5	Supplying, erecting & marking TPMCB 6 A to 32A in provided distribution board as per specification Note: 1)For lighting load 'B' series MCBs are to be provided and for motive power load 'C' series MCB s are to be provided 2)ROHS compliant MCB's, MCCB's, RCCB's, RCBO's and distribution board shall be preferred.	AU	2.00	1,562.62	3,125.24
6	Supplying, erecting & marking TPMCB 40A to 63A in provided distribution board as per specification Note: 1)For lighting load 'B' series MCBs are to be provided and for motive power load 'C' series MCB s are to be provided 2)ROHS compliant MCB's, MCCB's, RCCB's, RCBO's and distribution board shall be preferred.	AU	4.00	2,398.06	9,592.24



Sr. No.	Description of item	Unit	Qty	Rate (₹)	Amount (₹)
7	Supplying, erecting & marking FPMCB 6A to 32A in provided distribution board as per specification Note: 1)For lighting load 'B' series MCBs are to be provided and for motive power load 'C' series MCB s are to be provided 2)ROHS compliant MCB's, MCCB's, RCCB's, RCBO's and distribution board shall be preferred.	AU	2.00	2,111.94	4,223.88
8	Supplying, erecting & marking FPMCB 40A to 63A in provided distribution board as per specification Note: 1)For lighting load 'B' series MCBs are to be provided and for motive power load 'C' series MCB s are to be provided 2)ROHS compliant MCB's, MCCB's, RCCB's, RCBO's and distribution board shall be preferred.	AU	4.00	3,050.11	12,200.44
9	Supplying, erecting & marking SPMCB 6A to 32A, B- series (for lighting) in provided distribution board as per specification Note:1)For lighting load 'B' series MCBs are to be provided and for motive power load 'C' series MCB s are to be provided 2)ROHS compliant MCB's, MCCB's, RCCB's, RCBO's and distribution board shall be preferred.	AU	9.00	236.65	2,129.85
10	Supplying, erecting & marking SPMCB 6A to 32A, C-series (for motor/power) in provided distribution board as per specification No. SWSWR/MCB Note:1)For lighting load 'B' series MCBs are to be provided and for motive power load 'C' series MCB s are to be provided 2)For heavy duty motors, welding transformers and machines having heavy surge current MCB of 'D' type series should be provided for which rates are to be taken by increasing 10% on the material cost of rates of 'C' series	AU	9.00	282.77	2,544.93
	CABLE				
11	Supplying, erecting & terminating FR XLPE insulated, galvanised steel formed wire armoured (strip) cable 1100 V, 3½ core 70 sq. mm. aluminium conductor complete erected with glands & lugs, on wall/ trusses/pole or laid in provided trench/ pipe as per specification Note : OEM test report has to be submitted with cable.	M	200.00	930.12	1,86,024.00
12	Supplying, erecting & terminating FR XLPE insulated, galvanised steel formed wire armoured (strip) cable 1100 V, 3½ core 25 sq. mm. aluminium conductor complete erected with glands & lugs, on wall/ trusses/pole or laid in provided trench/ pipe as per specification Note : OEM test report has to be submitted with cable.	M	100.00	385.91	38,591.00



Sr. No.	Description of item	Unit	Qty	Rate (₹)	Amount (₹)
	UPS DB				
13	Supplying and erecting single pole and neutral distribution board (SPNDB), with 2 ways for incoming and 10 ways (10 poles) for outgoing SP MCBs, with door, 1.2mm thickness surface / flush mounted, IP 43 Protection on iron / GI frame as per specification Note:- 1) All MCB's shall have breaking capacity not less than 10 kA. 2) Above rates are applicable only to factory made enclosures. 3) MCB's (double pole, four pole or triple pole & neutral) & isolators for single phase circuits shall not be incorporated for outgoing circuits of three phase distribution board. 4) For more than 2 kW load RCCB shall invariably be provided & erected preferably on the same distribution board. (RCCB+MCB) or (RCCB+MCCB etc.) separate box for RCCB/ELCB is not permissible. 5) Above rates are for branded DB's with provision of same brand interior switchgears 6) The MCBDB is exclusive of incoming MCB/MCCB and outgoing SP/TP MCB's and the same should be preferably of the same make 7) ROHS compliant MCB's, MCCB's, RCCB's, RCBO's and Distribution Boards shall be preferred. 8) DB,s with IEC 61439 part 1 &3 and minimum IK 08 shall be preferred.	AU	3.00	3,303.89	9,911.67
14	Supplying, erecting & marking DPMCB 6A to 32A, C- series (for motor/power) in provided distribution board as per specification Note: 1)For lighting load 'B' series MCBs are to be provided and for motive power load 'C' series MCB s are to be provided 2)ROHS compliant MCB's, MCCB's, RCCB's, RCBO's and distribution board shall be preferred.	AU	3.00	941.82	2,825.46
15	Supplying, erecting & terminating FR XLPE insulated, galvanised steel formed wire armoured (strip) cable 1100 V, 3 core 2.5 sq. mm. copper conductor complete erected with glands & lugs, on wall/ trusses/ pole or laid in provided trench/ pipe as per specification no. CB-LT/CU Note : OEM test report has to be submitted with cable.	M	400.00	191.22	76,488.00
16	Supplying, erecting & marking SPMCB 6A to 32A, C-series (for motor/power) in provided distribution board as per specification No. SWSWR/MCB Note:1)For lighting load 'B' series MCBs are to be provided and for motive power load 'C' series MCB s are to be provided 2)For heavy duty motors, welding transformers and machines having heavy surge current MCB of 'D' type series should be provided for which rates are to be taken by increasing 10% on the material cost of rates of 'C' series	AU	24.00	282.77	6,786.48
17	Supplying and erecting blanking plate of suitable size on MCB DB	AU	6.00	34.58	207.48



Sr. No.	Description of item	Unit	Qty	Rate (₹)	Amount (₹)
	LIGHTING & POWER DB				
18	Supplying & erecting triple pole and neutral distribution board (TPNDB), SPMCB of 4 ways/phase (12 poles), with door, 1.2mm thickness, surface/flush mounted, IP 43 protection on iron/GI frame (horizontal busbar type) as per specification Note:- 1) All MCB's shall have breaking capacity not less than 10 kA. 2) Above rates are applicable only to factory made enclosures. 3) MCB's (double pole, four pole or triple pole & neutral) & isolators for single phase circuits shall not be incorporated for outgoing circuits of three phase distribution board. 4) For more than 2 kW load RCCB shall invariably be provided & erected preferably on the same distribution board. (RCCB+MCB) or (RCCB+MCCB etc,) separate box for RCCB/ELCB is not permissible. 5) Above rates are for branded DB's with provision of same brand interior switchgears 6) The MCBDB is exclusive of incoming MCB/MCCB and outgoing SP/TP MCB's and the same should be preferably of the same make 7) ROHS compliant MCB's, MCCB's, RCCB's, RCBO's and Distribution Boards shall be preferred. 8) DB,s with IEC 61439 part 1 &3 and minimum IK 08 shall be preferred.	AU	4.00	7,562.72	30,250.88
19	Supplying & erecting triple pole and neutral distribution board (TPNDB), SPMCB of 8 ways / phase (24 poles), with door, 1.2mm thickness surface/ flush mounted, IP 43 Protection on iron/GI frame (horizontal busbar type) as per specification Note:-1) All MCB's shall have breaking capacity not less than 10 kA.2) Above rates are applicable only to factory made enclosures.3) MCB's (double pole, four pole or triple pole & neutral) & isolators for single phase circuits shall not be incorporated for outgoing circuits of three phase distribution board.4) For more than 2 kW load RCCB shall invariably be provided & erected preferably on the same distribution board. (RCCB+MCB) or (RCCB+MCCB etc,) separate box for RCCB/ELCB is not permissible.5) Above rates are for branded DB's with provision of same brand interior switchgears6) The MCBDB is exclusive of incoming MCB/MCCB and outgoing SP/TP MCB's and the same should be preferably of the same make 7) ROHS compliant MCB's, MCCB's, RCCB's, RCBO's and Distribution Boards shall be preferred. 8) DB,s with IEC 61439 part 1 &3 and minimum IK 08 shall be preferred.	AU	1.00	10,176.35	10,176.35
20	Supplying and erecting blanking plate of suitable size on MCB DB	AU	6.00	34.58	207.48



Sr. No.	Description of item	Unit	Qty	Rate (₹)	Amount (₹)
	INCOMER				
21	Supplying, erecting & marking FPMCB 6A to 32A in provided distribution board as per specification Note:1)For lighting load 'B' series MCBs are to be provided and for motive power load 'C' series MCB s are to be provided 2)ROHS compliant MCB's, MCCB's, RCCB's, RCBO's and distribution board shall be preferred.	AU	5.00	2,111.94	10,559.70
22	Supplying, erecting & marking SPMCB 6A to 32A, B- series (for lighting) in provided distribution board as per specification Note:1)For lighting load 'B' series MCBs are to be provided and for motive power load 'C' series MCB s are to be provided 2)ROHS compliant MCB's, MCCB's, RCCB's, RCBO's and distribution board shall be preferred.	AU	29.00	236.65	6,862.85
23	Supplying, erecting & marking SPMCB 6A to 32A, C-series (for motor/power) in provided distribution board as per specification No. SWSWR/MCB Note:1)For lighting load 'B' series MCBs are to be provided and for motive power load 'C' series MCB s are to be provided 2)For heavy duty motors, welding transformers and machines having heavy surge current MCB of 'D' type series should be provided for which rates are to be taken by increasing 10% on the material cost of rates of 'C' series	AU	38.00	282.77	10,745.26
	ACDB				
24	Supplying & erecting triple pole and neutral distribution board (TPNDB), SPMCB of 4 ways/phase (12 poles), with door, 1.2mm thickness, surface/flush mounted, IP 43 protection on iron/GI frame (horizontal busbar type) as per specification Note:- 1) All MCB's shall have breaking capacity not less than 10 kA. 2) Above rates are applicable only to factory made enclosures. 3) MCB's (double pole, four pole or triple pole & neutral) & isolators for single phase circuits shall not be incorporated for outgoing circuits of three phase distribution board. 4) For more than 2 kW load RCCB shall invariably be provided & erected preferably on the same distribution board. (RCCB+MCB) or (RCCB+MCCB etc,) separate box for RCCB/ELCB is not permissible. 5) Above rates are for branded DB's with provision of same brand interior switchgears 6) The MCBDB is exclusive of incoming MCB/MCCB and outgoing SP/TP MCB's and the same should be preferably of the same make 7) ROHS compliant MCB's, MCCB's, RCCB's, RCBO's and Distribution Boards shall be preferred. 8) DB,s with IEC 61439 part 1 &3 and minimum IK 08 shall be preferred.	AU	4.00	7,562.72	30,250.88



Sr. No.	Description of item	Unit	Qty	Rate (₹)	Amount (₹)
25	Supplying, erecting & marking FPMCB 40A to 63A in provided distribution board as per specification Note:1)For lighting load 'B' series MCBs are to be provided and for motive power load 'C' series MCB s are to be provided 2)ROHS compliant MCB's, MCCB's, RCCB's, RCBO's and distribution board shall be preferred.	AU	4.00	3,050.11	12,200.44
26	Supplying, erecting & terminating FR XLPE insulated, galvanised steel formed wire armoured (strip) cable 1100 V, 4 core 16 sq. mm. copper conductor complete erected with glands & lugs, on wall/ trusses/ pole or laid in provided trench/ pipe as per specification Note : OEM test report has to be submitted with cable.	M	120.00	1,815.09	2,17,810.80
27	Supplying, erecting & marking SPMCB 6A to 32A, C-series (for motor/power) in provided distribution board as per specification No. SWSWR/MCB Note:1)For lighting load 'B' series MCBs are to be provided and for motive power load 'C' series MCB s are to be provided 2)For heavy duty motors, welding transformers and machines having heavy surge current MCB of 'D' type series should be provided for which rates are to be taken by increasing 10% on the material cost of rates of 'C' series	AU	30.00	282.77	8,483.10
28	Supplying and erecting blanking plate of suitable size on MCB DB	AU	6.00	34.58	207.48
29	Supplying & erecting CRCA sheet metal enclosures of 1.2mm thickness with 20A, 2 pin plug & earth socket and 20A, 3 pin plug top with 20A/30A single pole MCB having rated short - circuit breaking capacity (Icn) 10kA complete erected on angle iron/ GI frame. Note 1) All MCBs shall have rated short-circuit breaking capacity not less than 10kA. 2) For more than 2 kW load RCCB shall invariably be provided & erected preferably in the same distribution board. (RCCB+MCB) or (RCCB+MCCB etc.). Separate box for RCCB/ELCB is not permissible. 3) DBs and allied switchgears must be of same make. 4) DBs with IEC 61439 part 1 & 3 and minimum IK 08 rating shall be preferred.	AU	40.00	2,287.05	91,482.00
30	Supplying & erecting IP 65 Weather proof one way FRP enclosures 2/4/6/8 modules suitable for DP MCB /TP MCB/FP MCB/RCCB/RCBO complete erected on angle iron/GI frame.	AU	40.00	3,013.66	1,20,546.40



Sr. No.	Description of item	Unit	Qty	Rate (₹)	Amount (₹)
	Computer DB				
31	Supplying & erecting triple pole and neutral distribution board (TPNDB), SPMCB of 6 ways/phase (18 poles), with door, 1.2mm thickness, surface/flush mounted, IP 43 protection on iron/GI frame (horizontal busbar type) as per specification Note:- 1) All MCB's shall have breaking capacity not less than 10 kA. 2) Above rates are applicable only to factory made enclosures. 3) MCB's (double pole, four pole or triple pole & neutral) & isolators for single phase circuits shall not be incorporated for outgoing circuits of three phase distribution board. 4) For more than 2 kW load RCCB shall invariably be provided & erected preferably on the same distribution board. (RCCB+MCB) or (RCCB+MCCB etc.) separate box for RCCB/ELCB is not permissible. 5) Above rates are for branded DB's with provision of same brand interior switchgears 6) The MCBDB is exclusive of incoming MCB/MCCB and outgoing SP/TP MCB's and the same should be preferably of the same make 7) ROHS compliant MCB's, MCCB's, RCCB's, RCBO's and Distribution Boards shall be preferred. 8) DB,s with IEC 61439 part 1 &3 and minimum IK 08 shall be preferred.	AU	2.00	8,520.24	17,040.48
32	Supplying, erecting & marking FPMCB 40A to 63A in provided distribution board as per specification Note:1)For lighting load 'B' series MCBs are to be provided and for motive power load 'C' series MCB s are to be provided 2)ROHS compliant MCB's, MCCB's, RCCB's, RCBO's and distribution board shall be preferred.	AU	2.00	3,050.11	6,100.22
33	Supplying, erecting & terminating FR XLPE insulated, galvanised steel formed wire armoured (strip) cable 1100 V, 4 core 10 sq. mm. copper conductor complete erected with glands & lugs, on wall/ trusses/ pole or laid in provided trench/ pipe as per specification Note : OEM test report has to be submitted with cable.	M	100.00	1,222.63	1,22,263.00
34	Supplying, erecting & marking SPMCB 6A to 32A, C-series (for motor/power) in provided distribution board as per specification No. SWSWR/MCB Note:1)For lighting load 'B' series MCBs are to be provided and for motive power load 'C' series MCB s are to be provided 2)For heavy duty motors, welding transformers and machines having heavy surge current MCB of 'D' type series should be provided for which rates are to be taken by increasing 10% on the material cost of rates of 'C' series	AU	20.00	282.77	5,655.40



Sr. No.	Description of item	Unit	Qty	Rate (₹)	Amount (₹)
35	Supplying and erecting blanking plate of suitable size on MCB DB	AU	6.00	34.58	207.48
	POINT WIRING				
36	Point wiring for light/fan/bell hybrid type (Surface type under false ceiling and concealed type for drops & switch boards on walls) in min 20 mm PVC conduit / casing n capping with 1.5 sq.mm. (2+1E) FR grade copper wires, modular type switch,earthing and required accessories as per specification No: WGPW/HW Notes 1)Point wiring starts from Main board/Intermediate switch board and suitable circuit mains are to be provided from D.B. to first board and between boards. 2) For covering at wall entries acrylic sheet of appropriate size shall be provided. 3) For concealed type wiring multistrand wires shall be used preferably. 4) Earth Wire of minimum 1.5 sq mm Shall be terminated in each point rate of Point wiring with FRLSH Wire	P	94.00	607.93	57,145.42
37	Point wiring for ceiling fan (Surface type under false ceiling and concealed type for drops & switch boards on walls) in min 20 mm PVC conduit / casing n capping with 1.5 sq.mm. (2+1E) FRLSH grade copper wires, modular type switch, earthing and required accessories as per specification No: WG-PW/HW	P	12.00	705.19	8,462.28
38	Secondary point wiring for additional light/ bell point, concealed type in min 20 mm PVC conduit with 1.5 sq.mm. (2+1E) FRLSH grade copper wires with required accessories as per specification No: WG-PW/CW Notes 1)Point wiring starts from Main board/Intermediate switch board and suitable circuit mains are to be provided from D.B. to first board and between boards.2) For covering at wall entries acrylic sheet of appropriate size shall be provided.3) For concealed type wiring multistrand wires shall be used preferably.4) Earth Wire of minimum 1.5 sq mm Shall be terminated in each point rate of Point wiring with FRLSH Wire	p	59.00	225.49	13,303.91
39	Wiring for plug on board with Switch socket surface/concealed type, copper wiring and earthing and with modular accessories as per specification No: WG PW/CW Notes 1)Point wiring starts from Main board/Intermediate switch board and suitable circuit mains are to be provided from D.B. to first board and between boards. 2) For covering at wall entries acrylic sheet of appropriate size shall be provided. 3) For concealed type wiring multistrand wires shall be used preferably. 4) Earth Wire of minimum 1.5 sq mm Shall be terminated in each point rate of Point wiring with FRLSH Wire	P	21.00	426.65	8,959.65



Sr. No.	Description of item	Unit	Qty	Rate (₹)	Amount (₹)
	LIGHT FIXTURES				
40	Supplying, installation, Testing & Commissioning of Panel light 2x2 ft. 36W of following body material and construction as per IS : 10322 with driver as per the requirement with Driver efficiency >85%, Operating voltage AC 140-270 Volt, freq 50/60 hz, Operating temp range -15 deg to 40 deg centigrade, internal surge protection of 2.5 KV with Short & Open circuit protection ,THD < 10% , P. F.≥0.95, IP20, CRI >80, UGR (Unified Glare Rating) < 19, Flicker free, (flicker should be below 5 %), life time (LED,Driver & electrical circuitry), of minimum 50000 Burning Hours with ,70% of initial Lumen maintained till life ends,CCT 3000°K / 4000°K / 5700°K /6000°K/6500°K (As per ANSI Bin), SDCM(Standard Deviation Color Matching) <3, Maximum power consumption should not more than the specified rating and Fixture shall be of relevant BIS standard and trade mark certificate (T.C.). Manufactures Word Mark/ Name Engraved/ Embossing/ Screen printing on housing. complete in all respect i/c connections with 1.5 sq mm FRLS, PVC insulated copper conductor single core cable and earthing etc. as required with Minimum 5 year OEM warranty. System lumen efficacy ≥120 <135 lm/Watt output . LM79 & LM80 Test report from NABL lab for all testing required for LED fixtures as per BIS shall be submitted. Shape size and CCT shall be as approved by Engineer-in-Charge as per requirement. (Thermal management: heat sink of aluminium housing such that LED junction temperature shall not rise above 90°C)	AU	80.00	2,547.21	2,03,776.80



Sr. No.	Description of item	Unit	Qty	Rate (₹)	Amount (₹)
41	Supplying, installation, Testing & Commissioning of LED Recessed/ surface Down lighter 8W-10W (Round/ square/ Rectangular) SMD type of following body material with PMMA and prismatic diffuser and construction as per IS : 10322 with driver as per the requirement with Driver efficiency >85%, Operating voltage AC 140-270 Volt, frequency 50/60 hz, Operating temp range -15 deg to 40 deg centigrade, internal surge protection of 2.5 KV with Short & Open circuit protection ,THD < 10% , P. F.≥0.95, IP20, CRI >80 , UGR (Unified Glare Rating) < 19, Flicker free (flicker should be below 5%), life time (LED,Driver & electrical circuitary), of minimum 50000 Burning Hours with 70% of initial Lumen maintained till life ends , CCT 3000°K / 4000°K / 5700°K / 6000°K / 6500°K (As per ANSI Bin), SDCM (Standard Deviation Color Matching) <3, Maximum power consumption should not more than the specified rating and Fixture shall be confirming to relevant BIS standards and trade mark certificate (T.C.). Manufactures Word Mark/ Name Engraved/ Embossing/ Screen printing on housing Complete in all respect i/c connections with 1.5 sq mm FRLS, PVC insulated copper conductor single core cable and earthing etc. as required with Minimum 5 year OEM warranty. System lumen efficacy ≥105 and <120 lm/Watt output . LM79 & LM80 Test report from NABL lab for all testing required for LED fixtures as per BIS shall be submitted. Shape size and CCT shall be as approved by Engineer-in-Charge as per requirement. (Thermal management: heat sink of aluminum housing such that LED junction temperature shall not rise above 90°C)	AU	12.00	503.41	6,040.92



Sr. No.	Description of item	Unit	Qty	Rate (₹)	Amount (₹)
42	Supplying, installation, Testing & Commissioning of LED Recessed/ surface Down lighter 18W (Round/ square/ Rectangular) SMD type of following body material with PMMA and prismatic diffuser and construction as per IS : 10322 with driver as per the requirement with Driver efficiency >85%, Operating voltage AC 140-270 Volt, frequency 50/60 hz, Operating temp range -15 deg to 40 deg centigrade, internal surge protection of 2.5 KV with Short & Open circuit protection, THD < 10% , P. F. ≥ 0.95, IP20, CRI >80 , UGR (Unified Glare Rating) < 19, Flicker free (flicker should be below 5%), life time (LED, Driver & electrical circuitary), of minimum 50000 Burning Hours with 70% of initial Lumen maintained till life ends , CCT 3000°K / 4000°K / 5700°K / 6000°K / 6500°K (As per ANSI Bin), SDCM (Standard Deviation Color Matching) <3, Maximum power consumption should not more than the specified rating and Fixture shall be confirming to relevant BIS standards and trade mark certificate (T.C.). Manufactures Word Mark/ Name Engraved/ Embossing/ Screen printing on housing Complete in all respect i/c connections with 1.5 sq mm FRLS, PVC insulated copper conductor single core cable and earthing etc. as required with Minimum 5 year OEM warranty. System lumen efficacy ≥105 and <120 lm/Watt output . LM79 & LM80 Test report from NABL lab for all testing required for LED fixtures as per BIS shall be submitted. Shape size and CCT shall be as approved by Engineer-in-Charge as per requirement. (Thermal management: heat sink of aluminum housing such that LED junction temperature shall not rise above 90°C)	AU	57.00	735.29	41,911.53
	FANS				
43	Supplying and erecting BLDC type Super Energy Efficient Bracket Fan 400 mm. sweep A. C. 230 volts 50 cycles. Oscillating type, plastic or metal blades chrome plated guard with remote control complete at site.	AU	10.00	4,674.02	46,740.18
44	Providing and erecting air circulator 450 mm. sweep oscillating type, wall mounting 1440 RPM without speed regulator, overheat protection unit, totally enclosed, flame proof motor suitable for 230/250 Volts single phase, 50 cycles A.C. supply, with one metre of 3 core lead wire and with moisture proof treatment to winding and with 'E' class insulation and marking Sr. No. and date of erection	AU	12.00	6,011.78	72,141.38
	SWITCH SOCKETS				
45	Supplying and erecting ISI mark modular type switch 16 / 20 A with indicator, duly erected on provided plate and box with wiring connections complete	AU	39.00	245.74	9,583.86
46	Supplying and erecting ISI mark modular type 3 pin 6 / 16A multi socket with safety shutter, duly erected on provided plate and box with wiring connections complete.	AU	33.00	254.88	8,411.04
47	Supplying and erecting ISI mark modular type 3 pin 6A multi sockets with safety shutter, duly erected on provided plate and box with wiring connections complete	AU	106.00	136.56	14,475.36



Sr. No.	Description of item	Unit	Qty	Rate (₹)	Amount (₹)
48	Supplying and erecting ISI mark modular type switch 6A / 10A duly erected on provided plate and box with wiring connections complete.	AU	92.00	99.08	9,115.36
49	Supplying and erecting ISI mark modular type switch 16A duly erected on provided plate and box with wiring connections complete	AU	7.00	201.86	1,413.02
50	Supplying and erecting unbreakable concealed type modular switch box with double mounting plate for 1 module duly erected flush to wall with required chiseling and finishing with cement mortar / POP as per required to match the background in an approved manner.	AU	50.00	243.17	12,158.50
51	Supplying and erecting unbreakable concealed type modular switch box with double mounting plate for 2 module duly erected flush to wall with required chiselling and finishing with cement mortar / POP as per required to match the background in an approved manner.	AU	5.00	244.28	1,221.40
52	Supplying and erecting unbreakable concealed type modular switch box with double mounting plate for 3 module duly erected flush to wall with required chiselling and finishing with cement mortar / POP as per required to match the background in an approved manner.	AU	83.00	276.33	22,935.39
53	Supplying and erecting unbreakable concealed type modular switch box with double mounting plate for 4 module duly erected flush to wall with required chiselling and finishing with cement mortar / POP as per required to match the background in an approved manner.	AU	10.00	306.18	3,061.80
54	Supplying and erecting unbreakable concealed type modular switch box with double mounting plate for 6 module duly erected flush to wall with required chiselling and finishing with cement mortar / POP as per required to match the background in an approved manner.	AU	48.00	370.28	17,773.44
55	Supplying and erecting unbreakable concealed type modular switch box with double mounting plate for 8 module duly erected flush to wall with required chiselling and finishing with cement mortar / POP as per required to match the background in an approved manner.	AU	9.00	460.92	4,148.28
56	Supplying and erecting PVC Surface modular switch box with double mounting plate for 2 module duly erected in an approved manner.	AU	5.00	362.63	1,813.15
57	Supplying and erecting PVC Surface modular switch box with double mounting plate for 3 module duly erected in an approved manner.	AU	5.00	398.72	1,993.60
58	Supplying and erecting PVC Surface modular switch box with double mounting plate for 4 module duly erected in an approved manner.	AU	5.00	469.34	2,346.70
59	Supplying and erecting PVC Surface modular switch box with double mounting plate for 6 module duly erected in an approved manner.	AU	5.00	584.17	2,920.85
60	Supplying and erecting PVC Surface modular switch box with double mounting & front plate for 8 module complete duly connected.	AU	5.00	678.06	3,390.30



Sr. No.	Description of item	Unit	Qty	Rate (₹)	Amount (₹)
61	Supplying and erecting ISI mark modular type computer jack RJ 45 with safety shutter, duly erected on provided plate and box with wiring connections complete.	AU	36.00	489.10	17,607.60
62	Supplying and erecting ISI marked modular type telephone socket one gang with safety shutter, duly erected on provided plate and box with wiring connections complete.	AU	29.00	194.29	5,634.41
63	Supplying & installing Cat-6 cable suitable for LAN / WAN Computer net-working as per specification	M	1600.00	58.59	93,744.00
64	Supplying, installing & testing UTP Connector (RJ-45) as per specification	AU	38.00	87.32	3,318.16
65	Supplying & erecting 2 pair telephone copper cable 0.5 mm dia. with high density polyethylene insulation, polyester taped, Nylon Rip Cord & grey colour sheathed with FR PVC, conforming to ITD specification S/WS 113C laid in provided PVC casing capping/conduit as per specification No. WG-TW	M	390.00	25.43	9,917.70
	NETWORK COMPONENT				
66	Supplying and fixing 24 port Patch Panel with tool-less keystone jacks in provided U Rack complete as per specification	AU	5.00	11,733.98	58,669.90
67	Supplying and fixing 9U Wall Mount Rack (Dimension-DxWXH - 450X550X500 mm) as per specification in approved manner	AU	5.00	10,020.75	50,103.75
68	Supplying and installing 6 port single mode fibre adapter with plate complete.	AU	6.00	4,888.79	29,332.74
69	Supplying and installing single mode simplex pigtail with SC/LC splicing complete.	AU	6.00	862.15	5,172.90
70	Supplying and fixing Rack mounted type 12 Ports, Light guide unloaded Interconnect Unit with adapter Panel for termination of Optical fibre cables on wall/ provided U Rack complete as per specification	AU	3.00	5,364.07	16,092.21
71	Supplying and installing 3 m fibre patch cord duplex single mode for OS1/OS2 complete	AU	3.00	2,693.65	8,080.95
72	Supplying and installing armoured single mode optical fibre cable with 6 fiber, core dia 50/125µm (OS1/OS2) 10/40 GBPS speed in provided underground HDPE pipe complete.	M	600.00	114.96	68,976.00



Sr. No.	Description of item	Unit	Qty	Rate (₹)	Amount (₹)
	CONDUITS & WIRES				
73	Supplying & erecting mains with 2x2.5 sq.mm FRLSH copper PVC insulated wire laid in provided conduit/trunking/inside pole/Bus bars or any other places. as per specification Note:- 1) Continuous running earth wire should be provided of min. 1.5 sq. mm. up to phase wire of 2.5 sq. mm. And further earth wire of half of the size of phase wire is to be used only for light & power load . 2) Rates for the earth wire shall be calculated as one half rate of mains of bunch of two wire and earth wire should be with green colour PVC. 3) For all types of wiring stranded copper wires shall be invariably used.	M	4100.00	86.93	3,56,413.00
74	Supplying & erecting mains with 2x1.5 sq.mm FRLSH copper PVC insulated wire laid in provided conduit/trunking/inside pole/Bus bars or any other places as per specification Note:- 1) Continuous running earth wire should be provided of min. 1.5 sq. mm. up to phase wire of 2.5 sq. mm. And further earth wire of half of the size of phase wire is to be used only for light & power load . 2) Rates for the earth wire shall be calculated as one half rate of mains of bunch of two wire and earth wire should be with green colour PVC. 3) For all types of wiring stranded copper wires shall be invariably used.	M	1800.00	55.48	99,864.00
75	Supplying and erecting PVC trunking (PVC casing-n-capping) of size 25 mm with accessories on wall/ceiling as per specification	M	620.00	48.64	30,156.80
76	Supplying & erecting mains with 2x4 sq.mm FRLSH copper PVC insulated wire laid in provided conduit/trunking/inside pole/Bus bars or any other places. as per specification Note:- 1) Continuous running earth wire should be provided of min. 1.5 sq. mm. up to phase wire of 2.5 sq. mm. And further earth wire of half of the size of phase wire is to be used only for light & power load . 2) Rates for the earth wire shall be calculated as one half rate of mains of bunch of two wire and earth wire should be with green colour PVC. 3) For all types of wiring stranded copper wires shall be invariably used.	M	1100.00	133.81	1,47,191.00
77	Supplying and erecting HMS PVC conduit FRLS grade 25 mm dia. with necessary accessories in wall/floor with chiselling appropriately as per specification No: WG-MA/CC.	M	1800.00	140.38	2,52,684.00
78	Supplying & laying HMS PVC conduit 20 mm dia. With necessary accessories in RCC work/false ceiling/false flooring as per specification No. WG-MA/CC.	M	800.00	109.43	87,544.00



Sr. No.	Description of item	Unit	Qty	Rate (₹)	Amount (₹)
79	Supplying and erecting HMS PVC conduit FRLS grade 32 mm dia. with necessary accessories in wall/floor with chiselling appropriately as per specification No: WG-MA/CC	M	1150.00	198.96	2,28,804.00
80	Supplying and erecting 25 mm dia. corrugated flexible polypropylene conduit	M	680.00	23.22	15,789.60
81	Supplying and erecting PVC trunking (PVC casing-n-capping) of size 40 mm with accessories on wall/ceiling as per specification	M	230.00	89.54	20,594.20
82	Supplying and laying PVC trunking (PVC casing-n-capping) of size 50x50mm. with accessories on wall/ceiling as per specification	M	100.00	185.70	18,570.00
	CABLE TRAY				
83	Providing & erecting hot dipped galvanised ladder type cable tray manufactured from 16 SWG (1.6 mm thick) GI sheet of 150 mm width & 75 mm height complete with necessary coupler plates & hardware. Note:- 1) Standard accessories shall typically include : a) 'Z' section support -30 x 35 mm in size - 312 mm in length - 6 nos. support for one piece ladder of 2.5 m in length each. b) Anchor fastner & nut bolts of adequate size - 16 nos.(2 nos. per each support) c) Coupler plates with hardware - 70 x 200 x 3 mm thick - 2 nos. for each piece of 2.5 m Ladder complete with necessary accessories such as Reducer, Horizontal Elbow & Tee, Up & Down Vertical Elbow & bend, Cross Piece complete erected in approved manner. 2) Provision for resting arrangement or support for perforated type Cable tray shall be made separately as per iron work Item 3) Provision of cover for perforated type Cable tray shall be made only where it is absolutely necessary and make sure for locking arrangement. 4) Both type of cable tray shall be earthed properly.	M	100.00	678.67	67,867.00
	IRON WORK AND EXCAVATION				
84	Supplying and erecting Iron work consisting of Various sections of MS and including Plates, Chequered Plates, Rods, Bars, MS pipes, etc. for panel board or any other purposes complete with bending, cutting, drilling and welding complete erected at the position with necessary materials duly painted with one coat of red oxide and two coats of enamel paint to match the switchgears or as per directions by the authority Note:- Quantity of Iron/sheet metal work shall be considered and worked out as per steel data table.	Kg	500.00	205.59	1,02,795.00



Sr. No.	Description of item	Unit	Qty	Rate (₹)	Amount (₹)
85	Supplying & laying (including excavation) 15 cm dia RCC Hume pipe with coupling collar of standard thickness at required depth up to 90 cm below road / ground surface, for enclosing provided cable & necessary back filling with light ramming to make the road/ground surface as it was (Except bitumen carpet). Note: 1) All the GI pipes and DWC pipes shall be ISI marked. 2) DWC pipe shall be preferably used for the length where possibility of damaging of cable is more. If DWC pipe for length of more than 25m is to be used depending on environmental condition, approval should be taken from concerned Superintending Engineer 3) For running the cable across the field / along the road, it should be covered by half round Hume Pipe only.	M	100.00	628.93	62,893.00
86	Supply and Installation of 100X38 mm GI powder coated under floor raceway for Data, Voice & Power	M	55.00	375.12	20,631.60
87	Supply and Installation of 50X38 mm GI powder coated under floor raceway for Data, Voice & Power.	M	80.00	281.34	22,507.20
88	Supply and Installation of GI powder coated junction box of size 200X200X50 mm with partition.	AU	15.00	522.49	7,837.35
89	Supply and Installation of GI powder coated junction box of size 150X150X50 mm with partition.	AU	50.00	348.31	17,415.50
	DISMANTLING				
90	Dismantling the existing light, fan, bell, clock, independent plug point, wiring including circuit mains of all types along with accessories etc. complete as per specification	P	20.00	7.74	154.80
91	Dismantling the existing Aluminium/copper mains, submains wiring upto 10 sq.mm. along with accessories etc. Complete as per specification Note:- Dismantled material of Point wiring / circuit mains/mains, sub-mains / telephone / LAN / WAN / TV wires / cables shall be retained by contractor.	M	200.00	3.32	664.00
92	Dismantling of existing fluorescent fittings of any type & size	AU	20.00	17.69	353.80
93	Dismantling the existing ceiling fan / exhaust fan / cabin fan / bracket fan complete with accessories, G.I. down rod, frame etc. and making the site clear.	AU	10.00	40.90	409.00
94	Dismantling the existing switchgears, DB, and bus bar of any size complete with/ without board or angle iron frame The rates for item no 5-12-1 to 5-12-3 are for dismantling and handing over to section office inclusive of transportation up to 25 km, between site and section office.	AU	2.00	102.80	205.60
	Total Electrical Amount (Excl GST)				36,24,957.09
	Total Amount-Civil + Electrical -Quoted/Not Quoted				3,23,17,555.42
	Add GST @				
	Gross Total Amount including GST@				
	HSN/SAC Code				

**Enclosure-20**

**To,
TECHNICAL SERVICES DEPT.
MAZAGON DOCK SHIPBUILDERS LIMITED.**

MDL Tender No. 1900000267.

LIST OF TENDER DRAWINGS

Sr. No	Drawing No.	Description of Drawing	Rev. No.
1	TS/CV/NHY/PUNHING/GRND FLR/R0	Proposed Layout Of Ground Floor Plan Of Anik Chembur Yard Punching & Biometric Scan Area	0
2	TS/CV/NHY/PUNHING/GRND FLR/R0	Proposed Layout Of First Floor Plan Of Anik Chembur Yard Punching & Biometric Scan Area	0
3	TS/CV/NHY/PUNHING/GRND FLR/R0	Proposed Layout Of Ground Floor Plan Of Nhava Yard Punching & Biometric Scan Area	0
4	TS/CV/NHY/PUNHING/GRND FLR/R0	Proposed Layout Of First Floor Plan Of Nhava Yard Punching & Biometric Scan Area	0
5	TS/CV/NHY/PUNHING/GRND FLR/R0	Proposed Layout Of Ground Floor Plan Of Su Annex Yard gate No. 01 Punching & Biometric Scan Area	0



Enclosure-21

TENDER NO.1900000267

Sub: Construction of New Biometric Access Rooms for Security at Anik Chembur Yard, Nhava Yard and South Yard Annex MDL

**SCOPE OF WORK, TECHNICAL SPECIFICATION AND PREFERRED MAKE LIST
(ATTACHED SEPARATELY)**



Enclosure-22

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		Date of removal of hindrance	Name & Signature	
				Contractors Representative	Site Executive of MDL		Contractors Representative	Site Executive of MDL



Enclosure-23

To,
TS DEPARTMENT
MAZAGON DOCK SHIPBUILDERS LIMITED.
MDL Tender No. 1900000267

Mazagon Dock Shipbuilders Ltd.

Loss of Pass - Contractor/Vendors.

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

Loss:

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

Non-Renewal:

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

2. Procedure for duplicate pass due to loss:

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



Enclosure-24



माझगांव डॉक शिपबिल्डर्स लिमिटेड

तकनीकी सेवाएँ विभाग

INVOICE CERTIFICATION

HOD (TS)

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): _____
- Contractor All Risk Policy vide No. _____ date.: _____ for an amount of Rs _____ Valid till dated _____
- Performance Bank Guarantee/ Security Deposit vide No. _____ dated: _____ Rs. _____ Valid till _____
- Stamp Duty Paid vide Challan No. _____ Rs. _____

B: Invoice Details:

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

S.N.	Description	Amount in Rs.
1.	RA Bill Amount	
2.	Price Variation 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 _____
EMB No. _____
- Consultant's Certificate (if applicable) : Yes/ Not Applicable
Reference No. _____ Dated: _____
- E-invoice/Vendor's Self Declaration: Yes/ Not Applicable
- No Claim Certificate (applicable for Final Invoice only) : Yes/ Not Applicable
- Vendor rating (applicable for Final Invoice only): Yes/ Not Applicable
- Actual Local Content Certificate (applicable for Final Invoice only): Yes/Not Applicable
- Price indices & Price Variation sheet (if price variation is included) : Yes/ Not Applicable
- Bank Guarantee against Waterproofing/ Leakages (applicable for Final Invoice only): 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): _____



c) Release of Provisional Retained Amount (if any): _____

Engineer in Charge / HOD (Comm)
(Sign & Stamp with date)

Contractor
(Name, Sign & Stamp with Date)



Enclosure-25

**To,
TS DEPARTMENT
MAZAGON DOCK SHIPBUILDERS LIMITED.**

MDL Tender No. 1900000267.

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) Wilfully 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.

**Enclosure-26**

**To,
TS DEPARTMENT
MAZAGON DOCK SHIPBUILDERS LIMITED.**

MDL Tender No. 1900000267.

CHECKLIST OF SUBMITTALS ATTACHED ALONGWITH ONLINE TECHNICAL BID
TENDER ENQUIRY No. 1900000267.

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

Sl 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-3 viz. General Construction Work	Yes/ No	
4	Enclosure-4 viz. GCC Acceptance Form	Yes/ No	
5	Enclosure-5 viz. Deviation Form	Yes/ No	
6	CA certified Average Audited Annual financial turnover of Past 03 years		
7	Audit certified Balance Sheets of Past 3 years ending 31 March 2024		
8	Audit certified Profit/Loss Accounts of Past 3 years ending 31 March 2024		
9	a. Enclosure-6 & 7 viz. Bidding Capacity		
	b. Whether Enclosure-6 Certified by CA	Yes/ No	
	c. Whether Enclosure 7 Certified by CA	Yes/ No	
	d. Whether PO Copies in respect of Projects mentioned in Enclosure 7 submitted		
10	Enclosure-8 viz. Exp. in Similar Projects		
	a. Work Orders along with Scope of work and BOQ		
	b. Completion Certificates issued / authenticated by Client		



Sl 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
	c. TDS Copy in case of Work Completion Certificate issued by Private firm		
11	Enclosure-9 viz Key Personnel for this Project		
12	i) Enclosure-10(A) viz. Declaration certificate for Local Content		
	a. Whether Tender Item Sl No indicated at Col I of Para (d) of Enclosure	Yes/ No	
	b. Whether Local Content Percentage indicated at Col II of Para (d) of Enclosure	Yes/ No	
	c. Whether Location of Value addition indicated at Col III of Para (d) of Enclosure	Yes/ No	
	d. Whether Enclosure-10(A) viz. Declaration Certificate for Local Content has been signed by Authorized Signatory as indicated at Tender Clause No. 40.4(i)	Yes/ No	
	ii) Enclosure-10(E) viz Declaration in respect of restriction under Rule 144 (xi) of the General Financial Rules (GFRs), 2017	Yes/ No	
13	iii) Enclosure-10(F) viz Declaration in respect of of debarred under Public Procurement Policy (PPP) Make In India (MII) order 2017	Yes/ No	
	Enclosure-11 viz Declaration for Banned or delisted Tenderer	Yes/ No	
14	Enclosure-15 viz EMD Format	Yes/ No	
15	Enclosure-13 - Integrity Pact	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 1 Year from Tender date	Yes/ No	
	c. Whether Solvency is issued by a Scheduled Commercial (i.e. Indian or Foreign Banks included in the	Yes/ No	



Sl 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
	Second Schedule of Reserve Bank of India Act, 1934 excluding Co-operative banks or Regional Rural Banks).		
18	GST Registration Certificate	Yes/ No	
19	PAN CARD	Yes/ No	
20	a. Shop & Establishment Registration Certificate or Certificate of Incorporation from Registrar of Companies or Registrar of firms.	Yes/ No	
	b. Whether Shop and Establishment Certificate is valid as on date of submission	Yes/ No	
21	Company Profile	Yes/ No	
22	List of Equipment's	NA	
23	Power of Attorney	Yes/ No	
24	Corrigendum, if any	Yes/ No	
25	Enclosure-29 -Declaration in respect of Conflict of Interest among Bidders/ Agents	Yes/ No	
26	Working Capital, ESIC & PF code	Yes/ No	
27	Blank Price bid rate sheet.	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 _____



Enclosure-27

Address Label

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

Sub: “Construction of New Biometric Access Rooms for Security at Anik Chembur Yard, Nhava Yard and South Yard Annex MDL.”

Ref: MDL Tender No.1900000267.

EMD & INTEGRITY PACT

To,

**Head of Department (TS),
Technical Services Dept.,
1st Floor, North Block-5, ALY.
Mazagon Dock Shipbuilders Limited,
Dock Yard Road, Mumbai – 400010.**

From,



Enclosure-28



माझगांव डॉक शिपबिल्डर्स लिमिटेड
तकनीकी सेवाएँ विभाग

Certification for Disposal of Scrap/Debris

Sub: “Construction of New Biometric Access Rooms for Security at Anik Chembur Yard, Nhava Yard and South Yard Annex MDL.”

Ref: MDL Tender No. 1900000267.

RA NO.:

This is to certify that there is no accumulation of scrap/debris at site in sizable quantum, in respect of the works carried out for the subject work, as on date.

The scrap/debris generated from the above work is disposed off as per extant procedure.

Engineer in Charge

(Name, Sign & Stamp with date)

Contractor

(Name, Sign & Stamp with Date)

**Enclosure-29****MDL Tender No. 1900000267.****Declaration in respect of Conflict of Interest among Bidders/ Agents**

We, hereby, declare that we do not have Conflict of Interest with other Bidders. We shall be disqualified if found having conflict of interest with other bidders.

We may be considered to have a conflict of interest with one or more parties in this bidding process, if:

- a) We have controlling partner(s) in common; or*
- b) We received or have received any direct or indirect subsidy/ financial stake from any of them; or*
- c) We have the same legal representative/ agent for purpose of this bid; or*
- d) We have relationship with each other, directly or through common parties, that puts us in a position to have access to information about or influence on the bid of another Bidder; or*
- e) We participate in more than one bid in this bidding process. Participation by us 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 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. We must proactively declare such sister/ common business/ management units in same/ similar line of business.*

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

**Enclosure-30****PROFORMA OF UNCONDITIONAL AND IRREVOCABLE INSURANCE SURETY
BOND FOR BID BOND / EMD**

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

Ref. No.

Insurance Surety Bond No.

Dated:

1. IN CONSIDERATION OF MAZAGON DOCK SHIPBUILDERS LIMITED, a company incorporated under the Companies Act 1956 and having its registered office at Dockyard Road, Mumbai 400010 (hereinafter referred to as the "the 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 an unconditional and irrevocable Insurance Surety Bond (ISB) 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, Surety Insurer having office at (hereinafter referred to as "the Surety" which expression shall include its successors and assigns) hereby agree to pay to the 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, the Surety 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 sureties may be entitled to.

3. We, the Surety further agree that the amount demanded by the Company as such shall be final and binding on the Surety as to the Surety's liability to pay and the amount demanded and the Surety undertake to pay the 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 Bond being absolute and unconditional.

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

6. We, Surety also agree that the Surety's liability under this Bond 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 Bond shall not exceed Rs.....
(ii) This Surety Bond shall be valid upto and including; and
(iii) We are liable to pay the Bond amount or any part thereof under this Surety 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 Bond).

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

IN WITNESS WHEREOF the Surety has executed this document on this.....
day of
For
(Signature of a person authorised
to sign on behalf of "the Surety")

**Enclosure-31****PROFORMA OF UNCONDITIONAL AND IRREVOCABLE INSURANCE SURETY
BOND FOR PERFORMANCE SECURITY**
(ILLUSTRATIVE FORMAT)

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

1. IN CONSIDERATION OF MAZAGON DOCK SHIPBUILDERS LIMITED, a company incorporated under the Companies Act 1956 and having its registered office at Dockyard Road, Mumbai 400010 (hereinafter referred to as the "the Purchaser" which expression shall, unless it be repugnant or contrary to the subject or context thereof, be deemed to mean and include its successors and assigns) having placed an order on Messers a partnership firm/sole proprietor business/a company registered under the Companies Act, 1956 having its office at(hereinafter called " the Contractor/ Supplier" which expression shall, unless it be repugnant or contrary to the subject or context thereof, be deemed to mean and include its successors and assigns) vide order No..... dated..... (hereinafter called "the order" which expression shall include any amendments/alterations to "the order" issued by "the Purchaser") for the supply , delivery at site, installation and commissioning of certain equipment, item/services/civil works etc. as stated in the said Order and the Purchaser having agreed with the Contractor/Supplier to accept an unconditional and irrevocable Insurance Surety Bond in lieu of Performance Security payable under the said order for the fulfillment and performance of the said order, We, Surety Insurer having office at (hereinafter referred to as "the Surety" which expression shall includes its successors and assigns) hereby agree to pay to the Purchaser without any demur on first demand an amount not exceeding Rs..... (Rupees.....only) being 5% (10% in case of Capital Procurement) of the order value against any loss or damage, costs, charges and expenses caused to or suffered by the Purchaser by reason of non performance and non-fulfillment or for any breach on the part of the Contractor / Supplier of any of the terms and conditions of the said order.
2. We,the Surety further agree that the Purchaser shall be sole judge whether the said Contractor/Supplier has failed to perform or fulfil the said order in terms thereof or committed breach of any terms and conditions of the order and the extent of loss, damage, cost, charges and expenses suffered or incurred or would be suffered or incurred by the Purchaser on account thereof and we waive in the favour of the Purchaser all the rights and defences to which we as surety may be entitled to.
3. We, the Surety further agree that the amount demanded by the Purchaser as such shall be final and binding on the Surety as to the Surety's liability to pay and the amount demanded and the Surety undertake to pay the Purchaser the amount so demanded on first demand and without any demur notwithstanding any dispute raised by the Contractor/Supplier or any suit or other legal proceedings including arbitration pending before any court, tribunal or arbitrator relating thereto, our liability under this Bond being absolute and unconditional.
4. We, the Surety further agree with the Purchaser that the Purchaser shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said order/or to extend



time of performance by the Supplier from time to time or to postpone for any time to time any of the powers exercisable by the Purchaser against the Contractor/ Supplier and to forbear to enforce any of the terms and conditions relating to the order and we shall not be relieved from our liability by reason of any such variation or extension being granted to the Contractor/ Supplier or for any forbearance, act or omission on the part of the Purchaser or any indulgence by the Purchaser to the Contractor/Supplier or by any such matter or things whatsoever which under the law relating to sureties would have the effect of relieving us.

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

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

7. Notwithstanding anything contained herein above:

- (i) Our liability under this Bond shall not exceed Rs.....
- (ii) This Surety Bond shall be valid upto and including; and
- (iii) We are liable to pay the Bond amount or any part thereof under this Surety Bond only and only if you serve upon us a written claim or demand on or before(validity + 4 weeks from the date of expiry of this Bond).

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

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

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