



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
(TENDER CUM AUCTION)

मंडल: पोत निर्माण

**DIVISION: CORPORATE
PLANNING & PERSONAL**

विभाग: बाह्यस्त्रोत-तकनीकी सेवाएँ

DEPARTMENT: TECHNICAL SERVICES

निविदा क्रमांक: १९००००००२६६

TENDER NO: 1900000266

निविदा जारी दिनांक : ०७ अगस्त २०२६

TENDER DATE: 07 Aug 2026

निविदा देय दिनांक एवं समय: २८ अगस्त २०२६ दोपहर १५:३० बजे

CLOSING DATE & TIME: 28th AUGUST 2026 at 1530 Hrs

भाग १ - तकनीकी एवं वाणिज्यिक हिस्सा खोलने (ऑनलाइन) कि तिथि एवं समय: ३१ अगस्त २०२६, दोपहर १४:३० बजे से

Online Opening of Part-I (Techno-commercial Bid): 31st August 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

फायर टेंडर पार्किंग शेड पर स्थापित उल्टे शंकाकार (Inverted Conical Type) कैनोपी के मौजूदा टेंसाइल फैब्रिक मेम्ब्रेन को हटाने (Dismantling) एवं उसके स्थान पर नए टेंसाइल फैब्रिक मेम्ब्रेन की आपूर्ति, स्थापना (Replacement) एवं प्रतिस्थापन।

Dismantling and Replacement of Existing Tensile Fabric Membrane for Inverted Conical Type Canopy at Fire Tender Parking Shed.

निविदा क्र.: १९०००००२६६
TENDER NO: 1900000266

**Tender Enquiry Form - TABLE OF CONTENTS**

Claus e No.	PARTICULARS	PAG E No.
1.	प्रस्तावना/ PREAMBLE	5
2.	काम का संक्षिप्त विवरण/ BRIEF SCOPE OF WORK	5
3.	निविदाकर्ताओं के लिए निर्देश / INSTRUCTIONS TO THE BIDDERS	5
4.	ई-टेंडरिंग के लिये मार्गदर्शन / GUIDANCE FOR E-TENDERING	7
5.	दो प्रणाली में ऑनलाइन प्रस्ताव प्रस्तुत करें / ONLINE SUBMISSION OF OFFER IN TWO-BID SYSTEM	7
6.	बोलियाँ में संशोधन / MODIFICATION TO THE BIDS	10
7.	पुर्व योग्यता मापदंड / PRE-QUALIFICATION CRITERIA	10
8.	स्थल मुआयना / SITE VISIT	13
9.	बयाना राशि/ बोली प्रतिज्ञापत्र/ EARNEST MONEY DEPOSIT(EMD)/ BID BOND	13
10.	अखंडता सझौता/ INTEGRITY PACT: (NOT APPLICABLE FOR THIS TENDER)	16
11.	वैधता अवधि / TENDER VALIDITY PERIOD	16
12.	निविदाएँ खोलने की प्रक्रिया / OPENING OF BIDS	16
13.	बोलियों का मुल्याकन / EVALUATION OF BIDS	16
14.	बोली अस्वीकृति करनेकी मापदंड / BID REJECTION CRITERIA	17
15.	बेसलाईन शेड्यूल और प्रभावित शेड्यूल/ Baseline Schedule and Impacted Schedule	17
16.	समापन अवधि / DELIVERY PERIOD/ COMPLETION SCHEDULE	18
17.	लामबंदी / MOBILIZATION	18
18.	मूल्य निर्धारण / PRICING	18
19.	कर और शुल्क / TAXES AND DUTIES	18
20.	भुगतान की शर्तें / TERMS OF PAYMENT	20
21.	वृद्धि / PRICE VARIATION (NOT APPLICABLE FOR THIS TENDER)	22
22.	परिनिर्धारित हर्जाना / LIQUIDATED DAMAGES	22
23.	दोष दायित्व अवधि / DEFECT LIABILITY PERIOD (DLP)	22
24.	अनुबंध निष्पादन गारंटी / CONTRACT PERFORMANCE GUARANTEE	22
25.	जलरोधी गारंटी / WATERPROOFING GUARANTEE (NOT APPLICABLE FOR THIS TENDER)	24
26.	जल रिसाव के खिलाफ बैंक गारंटी/ BANK GUARANTEE AGAINST WATER LEAKAGE	24
27.	बीमा / INSURANCE	24
28.	ठेकेदारों का दायित्व / CONTRACTOR'S OBLIGATION	24



29.	नियम और शर्तों की स्वीकृति/ACCEPTANCE OF TERMS AND CONDITIONS	25
30.	कार्य एवं माप का क्रियान्वयन /EXECUTION OF WORK AND MEASUREMENT	25
31.	अनुबंध की निगरानी/MONITORING OF CONTRACT	27
32.	ठेकेदार का दायरा/CONTACTOR'S SCOPE	27
33.	अतिरिक्त कार्य /EXTRA ITEMS/VARIATION IN QUANTITY	28
34.	बाधा /HINDRANCE	28
35.	कचराहटाना /DEBRIS REMOVAL / स्वच्छता /HOUSEKEEPING	29
36.	सुरक्षा और प्रशिक्षण /SAFETY AND TRAINING	29
37.	ठेकेदार के कर्मचारियों का पुलिस सत्यापन /POLICE VERIFICATION OF CONTRACTOR's EMPLOYEES	30
38.	प्रतिबंध निविदाकार/फ़र्म/विक्रेता /BANNED OR DE-LISTED TENDERER/ FIRMS / VENDORS	30
39.	मूल्य वरीयता /PRICE PREFERENCE	30
40.	सार्वजनिक खरीद नीति (मेक इन इंडिया को प्राथमिकता) आदेश 2017 / PUBLIC PROCUREMENT POLICY (Preference to Make in India) ORDER 2017:	30
41.	सामान्य वित्तीय नियमों के नियम 144 (xi) के तहत प्रतिबन्ध / Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017:	33
42.	सार्वजनिक शिकायत कक्ष /PUBLIC GREIVANCE CELL	35
43.	विवाद समाधान तंत्र/DISPUTE RESOLUTION MECHANISM (DRM) and मध्यस्थता/ARBITRATION	35
44.	अधिकार क्षेत्र / JURISDICTION	35
45.	एमडीएल का अधिकार /MDL's RIGHT	35
46.	बोलीदाताओं / एजेंटों के बीच हितों का टकराव / Conflict of Interest among Bidders/ Agents	35
47.	चैनल की सूची/List of Enclosures	37



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 Defence production, Ministry of Defence. MDL's main business/ activities are Shipbuilding, Submarine Construction and Heavy Engineering Works.
- 1.2. MDL intends to undertake Dismantling and Replacement of Existing Tensile Fabric Membrane for Inverted Conical Type Canopy at Fire Tender Parking Shed..

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

- 2.1. Bidder shall refer detailed Scope of Work and Technical Specifications which is attached at **Enclosure 21**. The Safety Instructions & 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 be 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. G.V.Vamsi Krishna, CM (TS-COMM) Mail: vvkgullapalli@mazdock.com Tel No: +91 22 23764233 Mob No: 8097096699

- 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. Mazagon Dock Shipbuilders Limited will not be responsible for any costs or expenses incurred by the Bidder in connection with the preparation and submission of his bid or for any other expenses incurred in connection with such bidding regardless of the conduct or outcome of the tendering process including cancellation of this tender process.
- 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>.
- 4.7. 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. 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.7.1.3**. 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.
 - f) List of Equipment with its Model / Year / working status along with details of manufacturing facilities.
- 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.7.1.3.** 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) 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.**
 - g) 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).**
 - h) 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).**
 - i) 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.**
 - j) Online transfer or NEFT receipt.
 - k) 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, अल्कोक 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

- l) Scanned copy of Bank details for payment by NEFT/RTGS/ECS with authenticated by the Banker in the format attached at **Enclosure-14**.
- m) Scanned copy of **GST Registration Certificate & Permanent Account Number (PAN)**.
- n) 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'
- o) 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.
- p) 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.
- q) Power of Attorney, in case of a Limited or Private Limited Company or a corporation.
- r) CHECKLIST OF SUBMITTALS attached along with online Technical Bid as per format at **Enclosure-26**.
- s) Declaration in respect of Conflict of Interest among Bidders/Agents- **Enclosure-29** to be filled and submitted duly signed and stamped.
- t) Signed copy of Corrigendum if issued by MDL.
- u) Submission of Working Capital CA Certificate TEF Clause No.7.2.7. b.
- v) `Blank Price bid indicating `quoted / not quoted' against item 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):

- 5.1.2.1 Price Bid as appearing in the format is to be filled by the bidder ONLINE ONLY.
- 5.1.2.2 The estimated rates for various items in the Bill of Quantities (BOQ) are as appearing at Enclosure -19.
- 5.1.2.3 The quantities of individual items in the BOQ are approximate and may vary.
- 5.1.2.4 The Lowest Bidder (L1) shall be evaluated based on the overall cost quoted by the bidder including applicable Goods & Service Tax.
- 5.1.2.5 However, Purchase Preference in line with Clause No 40.2 shall be given to Class I Local Supplier.
- 5.1.2.6 If a firm quotes NIL charges/consideration, the bid shall be treated as unresponsive and will not be considered.
- 5.1.2.7 The Bidder should fill in rates and prices for all items of the works described in price schedule. Items for which no rate or price is entered by the Bidder will not be paid for by MDL when executed and shall be deemed covered by the other rates and prices in the price schedule.

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 समाप्ती तक पीछले सात वर्षों के दौरान समरूप कार्य के सफलतापूर्वक पूरा करने का अनुभव किसी भी निम्नलिखित के अंतर्गत होनी चाहिए:

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

- 7.1.1.1. **तीन समरूप संपन्न कार्य जिसकी प्रत्येक की लागत ₹१८ लाख से कम न हो।**

Three similar* completed works each costing not less than **₹ 18 Lakhs.**

OR

- 7.1.1.2. **दो समरूप संपन्न कार्य जिसकी प्रत्येक की लागत ₹२३ लाख से कम न हो।**

Two similar* completed works each costing not less than **₹ 23 Lakhs.**

OR

- 7.1.1.3. **एक समरूप संपन्न कार्य जिसकी प्रत्येक की लागत ₹३६ लाख से कम न हो।**

One similar* completed work costing not less than **₹ 36 Lakhs.**



*Similar Work:	“Supply and Installation of Tensile membrane/fabric for Tensile structures, including associated fixtures, tensioning, accessories and allied works.”
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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:

7.1.4. General Construction Experience: Annual Turnover: The bidder should have achieved an annual turnover of general work of at least **Rs. 76 Lakhs** in any of the year over a period of 07 years, ending 31 st March 2025. Further, out of the above annual turnover in the relevant year, the bidder should have achieved at least **Rs. 38 Lakhs** from Tensile Fabric Membrane Work. Bidder has to submit a certificate from their Chartered Accountant for the above.

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

Sr. No.	Qualification	Minimum Experience (In Years)	Number (of Major + Minor Component)	Designation Technical Staff
1	Graduate Engineer or Diploma Engineer	02 or 05 years respectively	1	Project Manager cum Planning/Quality/Site /Billing Engineer

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. **Financial Capabilities**

- a. Bidder's average Audited Annual financial turnover during last 3 years ending 31st March 2025 should be at least **Rs. 12 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. MSE shall not be given any relaxation in prior turnover and prior experience.

7.7. **Start-ups shall not be given any 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 in MDL premises, Mumbai.

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 3410/ 4225 or email: vvkgullapall@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 **0.80 Lakhs (Rupees Eighty 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, Mazagaon, 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.	MUMM02076E

- 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. The 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 details of the mode of EMD submitted 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
Bidders submitting EMD by way of Bank Guarantee are requested to inform their issuing Bank to provide complete details viz., address, telephone / fax number(s) and e-mail id on their cover letter enclosing the BG.
- 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 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 details of 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 **General B** 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 Rs. 80,000/- (Rupees Eighty Thousand Only), against this tender. The procurement being of works, EMD exemption is not applicable for MSE bidder.



10. अखंडता समझौता / INTEGRITY PACT: Not applicable.

11. वैधता अवधि /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 बोली पूर्व बैठक/ OPENING OF BIDS AND PRE BID CONFERENCE:

- 12.1. **Part-I (Techno-commercial Bid):** **Part-I bid will be opened online on the due tender** opening date from 14:30 Hrs onwards in TS-Commercial Section, 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: NA.**
- 12.4. **ELECTRONIC REVERSE AUCTION (ERA):** Electronic Reverse Auction terminology shall be as per eRA in the NIC Tenders on the Central Public Procurement Portal(CPPP/GePNIC)
The Reverse Auction as the case May be/will be conducted after Opening of Price / Financial Bids.
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 MDL against that tender during the time of Publishing. Detail Instruction to Bidders for eRA Is attached in **ANNEXURE-C**.
- 12.5. **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 the Tender Document, shall get an opportunity to match the L-1 prices concluded after the reverse auction if their final prices in the Reverse Auction fall within the permitted percentage- **(Not Applicable for MSEs being Works Contract)**

13. बोलियों का मुल्याकन/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.
- 13.10. **PARALLEL RATE CONTRACT: Not applicable.**

14. बोली अस्वीकृति 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 bidder's subject to **TEF clause no:5.1-ii-Note-s. no. iii & iv**. 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, bidder 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. बेसलाईन शेड्यूल और प्रभावित शेड्यूल /Baseline Schedule and Impacted Schedule

15.1. Baseline Schedule and Impacted Schedule:

- (i) The Contractor to submit Baseline Schedule in MS Project, duly approved by EIC, before commencement of Project. In case of additional work, revised schedule to be submitted by the Contractor.
- (ii) 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.
- (iii) Construction Drawings for any activity identified in the baseline schedule will be issued 60 days prior to start date of that activity.
- (iv) Contractor shall notify the MDL in writing at least 15 days in advance for any drawings/ sketches/ detailing required during execution of the work at site.

16. समापन अवधि /DELIVERY PERIOD/COMPLETION SCHEDULE:

- 16.1. The Completion period for entire work shall be **02 (TWO) MONTHS** (Excluding Mobilization period of 7 days from the date of placement of Purchase Order)
- 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. लामबन्धी /MOBILIZATION:

- 17.1 The Contractor shall deploy his manpower, material & machinery within 7 (Seven 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 ₹Rs 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 During 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:

- 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.
- 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.
- 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:
 - Invoice Certification as per **Enclosure-24**,
 - Joint Measurement sheets duly signed & stamped by MDL,
 - 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.viii**) 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) For Items where Basic Rates of Items are specified in The Contract:
 - a) The Contractor must necessarily submit copy(s) of challan and invoice of all such materials used in the works immediately on receipt of the materials in MDL. In case, the basic rate of the material procured is less than that indicated against the respective item, the difference in the amount of basic rate of the material procured and the Basic Price indicated in the respective item in the Contract shall be deducted from the invoices.
 - b) In case, MDL specifically desires to adopt certain material in lieu of the material mentioned in the item in Bill of Quantities wherein the basic rate is indicated, the difference in the amount of basic rate of the material to be procured and the Basic Price indicated in the respective item in the Contract shall be paid extra over and above the quoted/ negotiated price of the item provided that MDL conveys it in writing before execution of said item. In such cases, the Contractor must necessarily submit copy(s) of challan and invoice of all such materials used in the works immediately on receipt of the materials in MDL.
- vii) **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.
- viii) **Vendor's self-declaration:** Wherever GST is applicable, payment will be released against **e-Invoice** (refer **TEF Clause No. 20.1.vii**) 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**"
- ix) **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: Not applicable.

22. परिनिर्धारित हर्जाना /LIQUIDATED DAMAGES:

- 22.1. 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).
- 22.2. 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.

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

- 23.1. 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'.
- 23.2. Defect Notification Period is 15 days from the last date of Defect Liability period.
- 23.3. 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.
- 23.4. CLAIMS BY FIRMS: No claims by the firms will be entertained after 03 years from completion of Defect Liability Period.



24. अनुबंध निष्पादन गारंटी /CONTRACT PERFORMANCE GUARANTEE

24.1. 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**.

24.2. 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.

24.2.1 ~~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**

24.2.2 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.

24.2.3 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.

24.2.4 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.

24.2.5 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.

24.2.6 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.

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

24.3. 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

- 24.4. The Bank Guarantee shall be from banks as per list approved by SBI Bank published on MDL website.
- 24.5. Bank Guarantee from banks not mentioned in the aforesaid approved list shall NOT be accepted.
- 24.6. 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.
- 24.7. In case of non-submission of PBG within 25 days of Placement of Purchase Order, there is likelihood of cancellation of the order.
- 24.8. 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.
- 24.9. 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.
- 24.10. In case the validity of the Bank Guarantee is on the verge of expiry and the same is not extended /not renewed by the contractor as per order terms, MDL reserves the right to forfeit the same.
- 24.11. 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.**

25. जलरोधी गारंटी /WATERPROOFING GUARANTEE: Not Applicable

26. जल रिसाव के खिलाफ बैंक गारंटी/ BANK GUARANTEE AGAINST WATER LEAKAGE-

- 26.1. In case of works involving roofing/cladding work, the Contractor shall submit Bank Guarantee against Water Leakage, as per MDL format at **Enclosure-18**, for the value 10% of the total amount of **roof sheeting/cladding works**, valid for a period of 5 years from the satisfactory completion of **roofing/cladding work**. The Bank Guarantee shall be submitted before completion of the project/final bill.
- 26.2. Alternatively, in case, the amount of Bank Guarantee against Water Leakage is less than Rs 10,000/-, a retention towards Bank Guarantee against Water Leakage shall be made from the invoices of the Contractor which shall be released after expiry of



the period of 5 years from successful completion of the **roof sheeting/cladding works**, works provided there is no defect observed leading to water leakage during the said period required to be rectified by the Contractor.

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

27. बीमा / INSURANCE:

- 27.1. The Contractor has to keep MDL indemnified against any claims by purchasing **CONTRACTOR'S ALL RISK** insurance policy for the value of the Contract from any Insurance Company of repute.
- 27.2. 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 GM/HOD(TS) and shall be extended well in time as required.
- 27.3. 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. No additional insurance policy is required in case the Contract value increases upto 10% of Original Contract Value or upto Rs 5 lakhs whichever is lower.
- 27.4. The original of policy shall be lodged with MDL.
- 27.5. 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.

28. ठेकेदार का दायित्व /CONTRACTOR'S OBLIGATION:

- 28.1. Bidder shall abide by all Terms of Tender Enquiry (TEF), 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.



- 28.2. **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.

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

- 29.1. 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.

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

- 30.1. 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.
- 30.2. 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.
- 30.3. 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.
- 30.4. 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.
- 30.5. 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.
- 30.6. 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.
- 30.7. 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.
- 30.8. 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.

- 30.9. 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.
- 30.10. 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.
- 30.11. 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.
- 30.12. 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.
- 30.13. 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.
- 30.14. **Special Condition of Contract.**

GENERAL GUIDELINES FOR POSTING OF TECHNICAL STAFF FOR THIS WORK AT SITE.

1. On award of work, Contractor to submit an organogram highlighting site team as well as 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	Total No's	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
1	Project Manager cum planning/quality/Site/Billing/ Engineer	1	Graduate Engineer (or) Diploma Engineer	02 or 05 Years respectively	Till completion of work	Rs 15,000/- Per Month.

**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 Purchaser 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/CONTACTOR'S SCOPE:

- 32.1. **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.
- 32.2. **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.
- 32.3. **Equipment/Machinery:** The contractor shall make his own arrangement for all equipment, machinery, tools and tackles etc.
- 32.4. **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.
- 32.5. **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.

33. अतिरिक्त कार्य /EXTRA ITEMS/VARIATION IN QUANTITY:

- 33.1. Extra items of works, if any, shall be determined supported by a rate analysis which needs to be submitted by the Contractor. 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.

33.2. 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.

33.3. 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

34. बाधा / HINDRANCE:

34.1. 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.

34.2. 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

34.3. 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.

34.4. 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.

34.5. 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.

34.6. 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.**

**35. कचराहटाना /DEBRIS REMOVAL/ स्वच्छता/HOUSEKEEPING:**

- 35.1. 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.
- 35.2. 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.
- 35.3. 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.
- 35.4. The contractor to submit Certification of Disposal of Scrap/ Debris as per **Enclosure-28**

36. सुरक्षा और प्रशिक्षण /SAFETY AND TRAINING:

- 36.1. During the Construction Period, Safety Engineers shall be deputed on site as and when required and directed by MDL. This is mandatory requirement.
- 36.2. 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.
- 36.3. 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.
- 36.4. First Aid kit & First aid training shall be given to all key members of the Site team.
- 36.5. 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.
- 36.6. All workers, supervisor's contractor shall optimum training regarding all aspects of site management prior to commencement of work
- 36.7. Please refer Safety Instruction for sub Contractor's as Enclosed at Annexure 'A'.

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

- 37.1. 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.**

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

38.1. The Bidder / Contractor declares that they being Proprietors / Directors / Partners have not been any time individually or collectively blacklisted or banned or de-listed by any Government or quasi Government agencies or PSUs. If a Tenderer's entities as stated above have been blacklisted or banned or de-listed by any Government or quasi Government agencies or PSUs, this fact must be clearly stated in the prescribed format **online** at **Enclosure 11**. 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.

39. मूल्य वरीयता /PRICE PREFERENCE:

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

40. 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 on 16th Sep 2020 as part of its policy to encourage "Make in India" and promote manufacturing and production of goods and services in India with a view to enhancing income and employment. Subject to the provisions of this order and to any specific instructions issued by Nodal Ministry or in pursuance of this order, Purchase Preference shall be given to local suppliers in all the procurements undertaken by MDL in the manner specified below:

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

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

Note:

- a) The local content can be increased by vendors through partnerships, cooperation with local companies, establishing production units in India or Joint Ventures (JV) with Indian suppliers, increasing the participation of local employees in services and training them.
- ii) **Class-I Local Supplier:** means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for 'Class-I Local Supplier' under this Order.
- iii) **Class-II Local Supplier:** means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for 'Class-II Local Supplier' but less than that prescribed for 'Class-I Local Supplier' under this Order.
- iv) **Non-Local Supplier:** means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than that prescribed for 'Class-II Local Supplier' under this Order.
- v) **Minimum Local Content:** The 'Local Content' requirement to categorize a supplier as 'Class-I Local Supplier' is minimum 50%. For 'Class-II Local Supplier', the 'local content' requirement is minimum 20%.



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

Note:

- 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.

40.2. 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:

40.2.2 In the procurements of goods or works, which are not divisible in nature, 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.

40.3. 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.

40.4. 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), 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)**

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.

- ii) 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.
- iii) 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 assess 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.
- iv) 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.
- v) 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.

40.5. 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.



- 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.

40.6. 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.

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

- 41.1. 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.
- 41.2. "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.
- 41.3. "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.
- 41.4. 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 of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

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

41.6. 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.

41.7. 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)**

42. सार्वजनिक शिकायत कक्ष /PUBLIC GREIVANCE CELL

42.1. 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**

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

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

44. अधिकार क्षेत्र /JURISDICTION:

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

45. एमडीएल का अधिकार /MDL's RIGHT:

45.1. 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.



46. बोलीदाताओं / एजेंटों के बिच हितों का टकराव / CONFLICT OF INTERESST AMONG BIDDERS / AGENTS:

- 46.1. 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.
- 46.2. 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-8	-	Particulars of Experience in Similar Projects
7.	Enclosure-9	-	Personnel available with the Contractor for this Project
8.	Enclosure- 10(A)	-	Declaration Certificate for Local Content (Sample Filled up Form for Filling Enclosure-10 (A) ATTACHED SEPERATELY)
9.	Enclosure- 10(C)	-	Actual Local Content Certificate
10.	Enclosure- 10 (E)	-	Declaration in respect of restriction under Rule 144 (xi) of the General Financial Rules (GFRs), 2017
11.	Enclosure- 10 (F)	-	Declaration in respect of debarred under Public Procurement Policy (PPP) Make In India (MII) order 2017
12.	Enclosure-11	-	Banned or Delisted of Firm/Vendor
13.	Enclosure-12	-	MDL Bank Account Details for Online Remittance of Security Deposit/ Performance Bank Guarantee
14.	Enclosure-14	-	RTGS/NEFT/ECS – Mandate Authorisation Form
15.	Enclosure-15	-	Proforma Bank Guarantee format for Bid Bond / EMD
16.	Enclosure-16	-	Performa for Performance Bank Guarantee
17.	Enclosure-18	-	Performa for BANK GUARANTEE AGAINST WATER LEAKAGE
18.	Enclosure-19	-	Price Bid (Part-II) - to be submitted online
19.	Enclosure-21	-	Scope of Work
20.	Enclosure-22	-	Hindrance Register Format
21.	Enclosure-23	-	Loss of Pass
22.	Enclosure-24	-	Invoice Certification Format
23.	Enclosure-25	-	Extract of Official Secrets Act, 1923
24.	Enclosure-26	-	CHECKLIST OF SUBMITTALS ATTACHED ALONGWITH ONLINE TECHNICAL BID
25.	Enclosure-27	-	Address Label
26.	Enclosure-28	-	Certification for Disposal of Scrap/Debris
27.	Enclosure-29	-	Declaration in respect of Conflict of Interest among Bidders/ Agents
28.	Enclosure-30	-	ISB format for Bid Bond / EMD
29.	Enclosure-31	-	ISB Format for Performance Bank Guarantee
30.	SAMPLE FORMAT	-	SAMPLE FORMAT FOR FILLING ENCLOSURE-10 (A) OF TENDER
31.	Statutory requirements & Safety clause	-	<u>To be downloaded from our website www.mazagondock.in</u>
32.	Procedure for security passes	-	<u>To be downloaded from our website www.mazagondock.in</u>
33.	ANNEXURE-A	-	<u>SAFETY INSTRUCTIONS FOR SUB-CONTRACTORS IN MDL, attached separately</u>
34.	ANNEXURE-B	-	<u>STANDARD TERMS AND CONDITION (HR) FOR STATUTORY COMPLIANCE WHILE ENGAGING SUB-CONTRACTORS/ OUTSOURCED MANPOWER AND ITS UNIT attached separately</u>

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

(To be typed on Bidder's Letter head)

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

**Sub: Dismantling and Replacement of Existing Tensile Fabric Membrane for
Inverted Conical Type Canopy at Fire Tender Parking Shed.**

Ref: MDL Tender Enquiry No. 1900000266

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-COMMERCIAL SECTION
TS DEPARTMENT
MAZAGON DOCK SHIPBUILDERS LIMITED**

TENDER ENQUIRY No. 1900000266

TEF CLAUSE NO.	TENDERER'S REMARK	TEF CLAUSE NO.	TENDERER'S REMARK
	ACCEPTED/ DEVIATION		ACCEPTED/ DEVIATION
1		24	
2		25	Not Applicable
3		26	
4		27	
5		28	
6		29	
7		30	
8		31	
9		32	
10	Not Applicable	33	
11		34	
12		35	
13		36	
14		37	
15		38	
16		39	
17		40	
18		41	
19		42	
20		43	
21	Not Applicable	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-COMMERCIAL SECTION
TS DEPARTMENT
MAZAGON DOCK SHIPBUILDERS LIMITED.**

MDL Tender No. 1900000266

Details of General Construction Work

(To be typed on Bidders Letterhead & submitted)

Sr. No	Financial Year	Particulars	Amount in Rs.
1		Annual turnover of general construction work in any of the year over a period of 07years, ending 31st March 2025	
2		Out of the above, annual turnover in the relevant Tensile Fabric Membrane Work	

Signature of Chartered Accountant
with Seal

Signature and Seal of the Bidder



Enclosure-4

ACCEPTANCE FORM FOR GENERAL CONDITIONS OF CONTRACT (GCC)

To,
TS-COMMERCIAL SECTION
TS DEPARTMENT
MAZAGON DOCK SHIPBUILDERS LIMITED

TENDER ENQUIRY No. 1900000266

GCC CLAUSE No.	TENDERER'S REMARK	GCC CLAUSE No.	TENDERER'S REMARK	GCC CLAUSE No.	TENDERER 'SREMARK
	ACCEPTED/ DEVIATION		ACCEPTED/ DEVIATION		ACCEPTED / DEVIATION
1		38		75	
2		39		76	
3		40		77	
4		41		78	
5		42		79	
6		43		80	
7		44		81	
8		45		82	
9		46		83	
10		47		84	
11		48		85	
12		49		86	
13		50		87	
14		51		88	
15		52		89	
16		53		90	
17		54		91	
18		55		92	
19		56		93	
20		57		94	
21		58		95	
22		59		96	
23		60		97	
24		61		98	
25		62		99	
26		63		100	
27		64		101	
28		65		102	
29		66		103	
30		67		104	
31		68		105	
32		69		106	
33		70		107	
34		71		108	
35		72		109	
36		73		110	Not Applicable
37		74			



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-COMMERCIAL SECTION
TS DEPARTMENT
MAZAGON DOCK SHIPBUILDERS LIMITED.**

MDL Tender No. 1900000266

**DEVIATIONS FROM CONDITIONS OF TENDER ENQUIRY FORM/GCC/ Technical
specification**

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

The General Manager,
TS Department,
1st Floor, North Block Bldg.
MDL Gate No.09, Alcock Yard
Mazagon Dock Shipbuilders Limited,
Dock Yard Road,
Mumbai - 400010, INDIA

Sir,

Sub: Dismantling and Replacement of Existing Tensile Fabric Membrane for Inverted Conical Type Canopy at Fire Tender Parking Shed.

Ref: MDL Tender No. 1900000266.

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 **₹ 18 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 **₹ 23 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 **₹ 36 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-COMMERCIAL SECTION
TS DEPARTMENT
MAZAGON DOCK SHIPBUILDERS LIMITED.**

MDL Tender No. 1900000266

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-COMMERCIAL SECTION
TS DEPARTMENT
MAZAGON DOCK SHIPBUILDERS LIMITED.**

MDL Tender No. 1900000266

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. 1900000266
ISSUED BY: MAZAGON DOCK SHIPBUILDERS LIMITED**

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

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

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

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

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

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

Tender Item Sr No	Local content calculated as above %	Location of value addition (Location shall be specified as name of city or district etc.)

Attach separate sheet duly signed if space is not sufficient

NB: Local content percentage shall be declared item wise or tender wise strictly as per the terms of the tender.

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

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

SIGNATURE of the Bidder: _____

DATE: _____

Seal / Stamp of Bidder

SIGNATURE: (TO BE SIGNED BY AUTHORISED SIGNATORY STRICTLY AS PER TEF CLAUSE NO. 40.4.i) & STAMPED-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).

**Enclosure-10 (C)**

**To,
TS-COMMERCIAL SECTION
TS DEPARTMENT
MAZAGON DOCK SHIPBUILDERS LIMITED.**

MDL Tender No. 1900000266

ACTUAL LOCAL CONTENT CERTIFICATE

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

LOCAL CONTENT DECLARATION (post execution of contract / PO) 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. 1900000266.
ISSUED BY: MAZAGON DOCK SHIPBUILDERS LIMITED**

I, the undersigned, (full names), do hereby declare, in my capacity asof(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

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

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

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

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



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

SIGNATURE of the Bidder:_____

DATE:_____

Seal / Stamp of Bidder

SIGNATURE:(TO BE SIGNED BY AUTHORISED SIGNATORY STRICTLY AS PER TEF CLAUSE NO. 40.5.i) & STAMPED-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).

**Enclosure-10 (E)**

**To,
TS-COMMERCIAL SECTION
TS DEPARTMENT
MAZAGON DOCK SHIPBUILDERS LIMITED.**

MDL Tender No. 1900000266

**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-COMMERCIAL SECTION
TS DEPARTMENT
MAZAGON DOCK SHIPBUILDERS LIMITED.

MDL Tender No. 1900000266

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. 40** 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**

**To,
TS-COMMERCIAL SECTION
TS DEPARTMENT
MAZAGON DOCK SHIPBUILDERS LIMITED.**

PARTICULARS OF BANNED OR DE-LISTED TENDERER/FIRM/VENDORS

The General Manager,
TS Department,
1st Floor, North Block Bldg.
MDL Gate No.09, Alcock Yard
Mazagon Dock Shipbuilders Limited,
Dock Yard Road,
Mumbai - 400010, INDIA

Sir,

**Sub: Dismantling and Replacement of Existing Tensile Fabric Membrane for
Inverted Conical Type Canopy at Fire Tender Parking Shed.**

Ref: MDL Tender No. 1900000266.

With reference to **Clause no: 38** (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-COMMERCIAL SECTION
TS DEPARTMENT
MAZAGON DOCK SHIPBUILDERS LIMITED.

MDL Tender No. 1900000266

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. 1900000266		

Signature of Bidder

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

**Enclosure-14**

**To,
TS-COMMERCIAL SECTION
TS DEPARTMENT
MAZAGON DOCK SHIPBUILDERS LIMITED.**

MDL Tender No. 1900000266

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-COMMERCIAL SECTION
TS DEPARTMENT
MAZAGON DOCK SHIPBUILDERS LIMITED.**

MDL Tender No. 1900000266

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-COMMERCIAL SECTION
TS DEPARTMENT
MAZAGON DOCK SHIPBUILDERS LIMITED.**

MDL Tender No. 1900000266

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 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-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 authorized
to sign on behalf of "the Bank")

**Enclosure-18****PROFORMA FOR BANK GUARANTEE AGAINST WATER LEAKAGE**

(On Non-Judicial stamp paper)

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

1. We, (Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for satisfactory performance and 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**

Blank BOQ								
Name of work: Dismantling and Replacement of Existing Tensile Fabric Membrane for Inverted Conical Type Canopy at Fire Tender Parking Shed near Service Block at MDL, Mumbai								
Sr. No	Item Description	Unit	Qty	Rate (₹)	Amount (₹)	Quote d/Not Quote d	GST	HSN/ SA CODE
1	Providing services for dismantling, design, supply, fabrication, transportation, erection and commissioning of new tensile fabric membrane for Inverted Conical Structure (16.00 m × 20.00 m and height 6.00 m), including: Careful dismantling and removal of existing damaged tensile membrane, unclamping, lowering, stacking and disposal at designated location within premises, complete. Design, detailing and execution considering wind load, rain load, seismic forces as per relevant IS/BS codes, complete. Supplying, cutting, patterning, welding and installation of new PVC coated polyester fabric (1050 GSM) with PVDF top coating (both sides), UV resistant, fire retardant, anti-fungal and self-cleaning properties of approved make. Providing and fixing complete tensioning system including SS 316 fasteners, anchor bolts, edge cables, tie-down cables, base plates, aluminium/steel clamping profiles, EPDM gaskets, corner/stabilizing plates, perimeter cables, etc., as required for proper tensioning and durability. Hoisting, fixing, mechanical tensioning and shaping of membrane into inverted conical form with one fixed edge and three catenary edges, including integration with existing drainage system through columns, complete. Cleaning, surface preparation, spot repairs, application of zinc-rich epoxy primer and two coats of PU paint on existing MS structural members prior to membrane installation. Including all labour, materials, scaffolding, staging, working platformss, safety systems, and /or deployment of mechanical equipment like cherry picker /boom lift /hydra crane etc.	Sqm	320.00					
		Total Amount (Rs.) Without GST						

**Enclosure-21****SCOPE OF WORK**

Sub: Dismantling and Replacement of Existing Tensile Fabric Membrane for Inverted Conical Type Canopy at Fire Tender Parking Shed near Service Block at MDL, Mumbai

1. The scope of work includes the **dismantling, design, supply, fabrication, transportation, installation, testing, and commissioning of a new tensile fabric membrane structure of inverted conical shape (16.00 m x 20.00 m with a of height 6.00 m)**, complete in all respects, including the following:

- Dismantling of Existing Membrane:** Careful dismantling, unclamping, lowering, removal, stacking, and disposal of the existing damaged tensile membrane at designated location within the premises.
- Design and Engineering:** Preparation of detailed design, structural analysis, and fabrication drawing considering wind load, rain load, and seismic forces as per relevant IS/BS codes and standards.
- Supply of Tensile Fabric Membrane:** Supply, cutting, patterning, welding and installation of new PVC coated polyester fabric of minimum 1050 GSM with PVDF coating on both sides, having UV-resistant, fire retardant, anti-fungal and self-cleaning properties.
- Tensioning and Fixing System:** Supply and installation of complete tensioning system comprising SS-316 fasteners, anchor bolts, edge cables, tie-down cables, base plates, clamping profiles, EPDM gaskets, corner/stabilizing plates, perimeter cables, and all other accessories required for proper tensioning and structural stability.
- Installation of Membrane Structure:** Hoisting, positioning, mechanical tensioning, shaping, and fixing of the membrane into the specified inverted conical configuration, including integration with the existing drainage arrangement through supporting columns.
- Repair and Painting of Existing Steel Structure:** Cleaning, surface preparation, minor repairs, application of zinc-rich epoxy primer, and two coats of PU paint on existing MS structural members before membrane installation.
- Deployment of Equipment:** Provision and operation of all necessary machinery and equipment such as cherry, boom lift, hydra crane, scaffoldings, staging, and working platforms for safe execution of the work. *(No extra/additional payment shall be paid towards the same).*


हेमंत र. वानखेडे
HEMANT R. WANKHEDE
उप महाप्रबंधक (तकनीकी सेवाएँ)
DEPUTY GENERAL MANAGER (TECHNICAL SERVICES)
महाराष्ट्र डॉक शिपबिल्डर्स लिमिटेड
MAHARASHTRA DOCK SHIPBUILDERS LIMITED

- Safety and Compliance:** Provision of all safety measures, PPE, barricading, permits, supervision, and compliance with applicable safety regulations and site requirements during execution.
- Testing and Commissioning:** Inspection, testing, final tension adjustment, and commissioning of the tensile membrane structure to ensure satisfactory performance and durability.
- Completion:** The work shall be executed on a turnkey basis including all labour, materials, consumables, tools, tackles, transportation, loading/unloading, and incidentals required successful completion of the work.


हेमंत र. वानखेडे
HEMANT R. WANKHEDE
उप महाप्रबंधक (तकनीकी सेवाएँ)
DEPUTY GENERAL MANAGER (TECHNICAL SERVICES)
महाराष्ट्र डॉक शिपबिल्डर्स लिमिटेड
MAHARASHTRA DOCK SHIPBUILDERS LIMITED



Technical Specification

1. All works shall be executed in accordance with the latest CPWD Specifications, relevant Indian Standards (IS Codes), and other applicable statutory codes, as amended up to the date of tender.
2. Where no relevant IS Code exists for a particular item or activity, the work shall be carried out in accordance with the applicable national/international standards or accepted engineering practices, subject to the approval of the Engineer-in-Charge.
3. In cases where the work or material is not covered under CPWD Specifications or IS Codes, it shall conform to the respective manufacturer's latest technical specifications, recommendations, and installation guidelines, subject to the approval of the Engineer-in-Charge.
4. The Contractor shall read these Technical Specifications in conjunction with the Bill of Quantities (BOQ), Scope of Work, and all other tender documents. In the event of any discrepancy, the more stringent specification shall prevail, as decided by the Engineer-in-Charge.
5. All materials, workmanship, testing, installation, and quality control shall comply with the above specifications and shall be subject to inspection and approval by the Engineer-in-Charge before acceptance.

-----X-----X-----


MAMT R. WANKHEDE
उप महाप्रबंधक (तकनीकी सेवाएँ)
DEPUTY GENERAL MANAGER (TECHNICAL SERVICE)
माझगांव डॉक शिपबिल्डर्स लिमिटेड
MAZAGON DOCK SHIPBUILDERS LIMITED

**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	Action Taken		Name & Signature	
				Contractors Representative	Site Executive of MDL		Contractors Representative	Site Executive of MDL		



Enclosure-23

To,
TS DEPARTMENT
TS-COMMERCIAL SECTION
MAZAGON DOCK SHIPBUILDERS LIMITED.
MDL Tender No. 1900000266

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
बाह्यस्त्रोत-तकनीकी सेवाएँ विभाग
INVOICE CERTIFICATION

GM/HOD(TS)**Ref No.:****Date:****Firm's Name: M/s.****RA Bill No:****A. Contract Details:**

1. Subject: _____
2. MDL P.O. No: _____ dated: _____ Value: _____
3. PO Original Delivery date: _____ Extended Delivery Date (if any): _____
4. Contractor All Risk Policy vide No. _____ date.: _____ for an amount of Rs _____ Valid till dated _____
5. Performance Bank Guarantee/ Security Deposit vide No. _____ dated: _____ Rs. _____ Valid till _____
6. Stamp Duty Paid vide Challan No. _____ Rs. _____

B: Invoice Details:

1. Firms Invoice No: _____ dated _____
2. 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:

1. MDL service entry sheets duly signed attached : Yes/ Not Applicable
Service Entry Sheet No _____
EMB No. _____
2. Consultant's Certificate (if applicable) : Yes/ Not Applicable
Reference No. _____ Dated: _____
3. E-invoice/Vendor's Self Declaration: Yes/ Not Applicable
4. No Claim Certificate (applicable for Final Invoice only) : Yes/ Not Applicable
5. Vendor rating (applicable for Final Invoice only): Yes/ Not Applicable
6. Actual Local Content Certificate (applicable for Final Invoice only) : Yes/Not Applicable
7. Price indices & Price Variation sheet (if price variation is included) : Yes/ Not Applicable
8. Bank Guarantee against Waterproofing/ Leakages (applicable for Final Invoice only): Yes/ Not Applicable
9. The following deductions to be made from the invoice:
 - a) Liquidated Damages as per purchase order : To be levied/Not Applicable Details of LD to be levied (if applicable): _____
 - b) Other Deductions (if any): _____
 - c) Release of Provisional Retained Amount (if any): _____

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

Consultant
 (Name, Sign & Stamp with Date)

Contractor
 (Name, Sign & Stamp with Date)



Enclosure-25

**To,
TS-COMMERCIAL SECTION
TS DEPARTMENT
MAZAGON DOCK SHIPBUILDERS LIMITED.**

MDL Tender No. 1900000266

EXTRACT OF PROVISIONS OF THE OFFICIAL SECRETS ACT, 1923

SECTION 2(B) : “PROHIBITED PLACE”

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

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

SECTION 3 : “PENALTIES FOR SPYING”

If any per unlawfully -

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

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

SECTION 4: “COMMUNICATION WITH FOREIGN AGENTS”

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

SECTION 5: “WRONGFUL COMMUNICATION OF INFORMATION”

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

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

Shall be guilty of an offence under this Act.

SECTION 6: “UNAUTHORISED USE OF UNIFORMS”

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



SECTION 7: “INTERFERING WITH OFFICERS OF POLICE”

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

SECTION 8: “DUTY OF GIVING INFORMATION”

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

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

SECTION 9: “INCITEMENT”

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

SECTION 10: “PENALTY FOR HARBOURING SPIES”

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

SECTION 11: “SEARCH WARRANTS”

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

**Enclosure-26**

To,
TS-COMMERCIAL SECTION
TS DEPARTMENT
MAZAGON DOCK SHIPBUILDERS LIMITED.

MDL Tender No. 1900000266

CHECKLIST OF SUBMITTALS ATTACHED ALONGWITH ONLINE TECHNICAL BID
TENDER ENQUIRY No. 1900000266

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 ending 31 March 2025		
7	Audit certified Balance Sheets of Past 03 years ending 31 March 2025		
8	Audit certified Profit/Loss Accounts of 03 years ending 31 March 2025		
9	Enclosure-8 viz Exp in Similar Projects		
	a. Work Orders along with Scope of work and BOQ		
	b. Completion Certificates issued / authenticated by Client		
	c. TDS Copy in case of Work Completion Certificate issued by Private firm		
10	Enclosure-9 viz Key Personnel for this Project		
11	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	



S1 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
	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	
	iii) Enclosure-10(F) viz Declaration in respect of of debarred under Public Procurement Policy (PPP) Make In India (MII) order 2017	Yes/ No	
12	Enclosure-11 viz Declaration for Banned or delisted Tenderer	Yes/ No	
13	Enclosure-15 viz EMD Format	Yes/ No	
	a. Enclosure-14 viz RTGS Form	Yes/ No	
14	b. Whether RTGS form is duly authenticated by any Bank	Yes/ No	
15	GST Registration Certificate	Yes/ No	
16	PAN CARD	Yes/ No	
	a. Shop & Establishment Registration Certificate or Certificate of Incorporation from Registrar of Companies or Registrar of firms registration certificate from local body/Factory license.	Yes/ No	
17	b. Whether Shop and Establishment Certificate is valid as on date of submission	Yes/ No	
18	Company Profile	Yes/ No	
19	Power of Attorney	Yes/ No	
20	Corrigendum, if any	Yes/ No	
21	Enclosure-29-Declaration in respect of Conflict of Interest among Bidders/ Agents	Yes/ No	
22	Document related to Working Capital	Yes/ No	
23	Bidder have valid ESIC code as per ESIC act and PF code	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 _____

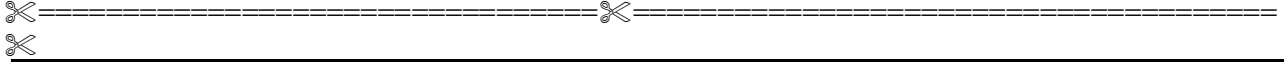
DATE _____



Enclosure-27

Address Label

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



Sub: Dismantling and Replacement of Existing Tensile Fabric Membrane for Inverted Conical Type Canopy at Fire Tender Parking Shed.

Ref: MDL Tender No.1900000266

EMD

To,

**Head of Department (TS),
TS Department,
TS-Commercial Section
1st Floor, North Block., ALY, Gate No.09.
Mazagon Dock Shipbuilders Limited,
Dock Yard Road, Mumbai – 400010.**

From,



माझगांव डॉक शिपबिल्डर्स लिमिटेड
तकनीकी सेवाएँ विभाग

Enclosure-28

Certification for Disposal of Scrap/Debris

Sub: Dismantling and Replacement of Existing Tensile Fabric Membrane for Inverted Conical Type Canopy at Fire Tender Parking Shed.

Ref: MDL Tender No. 1900000266

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)



MDL Tender No. 1900000266

Enclosure-29**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")



MAZAGON DOCK SHIPBUILDERS LIMITED

(Formerly known as Mazagon Dock Ltd.)

CIN : U35100MH1934GOI002079

(A Government of India Undertaking)

Shipbuilders to the Nation

Dockyard Road, Mazagon,

Mumbai 400 010.

INDIA

GENERAL CONDITIONS OF
CONTRACT FOR WORKS
(GCC)

SECTION	PERTICULARS	Page No.
1.	DEFINITIONS AND INTERPRETATION	7
2.	EMPLOYER'S RIGHT TO ACCEPT ANY BID, PART OF BID AND TO REJECT ANY OR ALL BIDS.	9
3.	ACCEPTANCE OF ORDER/CONTRACT	9
4.	SITE A PROTECTED PLACE	10
5.	CONTRACTOR TO CONFORM TO STATUTES ETC	10
6.	POLICE VERIFICATION OF EMPLOYEES	10
7.	COMPLIANCE WITH LAWS	10
8.	CONTRACT LABOUR (REGULATION & ABOLITION) ACT 1970	11
9.	MINIMUM WAGES ACT	12
10.	BONUS ACT	12
11.	COMPLIANCE OF FACTORIES ACT AND SAFETY REGULATIONS	13
12.	EMPLOYEES' PROVIDENT FUNDS AND MISCELLANEOUS PROVISIONS ACT, 1952	13
13.	EMPLOYEES' STATE INSURANCE ACT	14
14.	SAFETY	15
15.	INDEMNITIES AND INSURANCE (PATENT RIGHTS AND ROYALTIES)	16
16.	EMPLOYER'S PROPERTY	16
17.	FORFEITURE- REMEDIES AVAILABLE TO EMPLOYER	16
18.	FORCEMAJEURE	18
19.	RISK PURCHASE	18
20.	AGENTS / AGENCY COMMISSION	19
21.	USE OF UNDUE INFLUENCE / CORRUPT PRACTICES:	20
22.	IMMUNITY OF GOVERNMENT OF INDIA CLAUSE. (APPLICABLE ONLY FOR ORDERS / CONTRACTS WITH USA / OTHER FOREIGN COMPANIES)	21

23.	DISPUTE RESOLUTION MECHANISM AND Arbitration	22
24.	DISPUTE RESOLUTION MECHANISM (DRM)	22
25.	ARBITRATION	22
26.	JURISDICTION OF COURTS	23
27.	FORFEITURE OF EMD/ BID SECURITY DEPOSIT	23
28.	FORFEITURE OF SECURITY DEPOSIT / PERFORMANCE GUARANTEE	23
29.	FORFEITURE OF PERFORMANCE GUARANTEE	23
30.	CANCELLATION OF ORDER / CONTRACT	23
31.	PRELIMINARIES, CONTRACT DOCUMENTS, ETC.	24
32.	I. SUFFICIENCY OF TENDER II) ADVERSE PHYSICAL CONDITIONS & ARTIFICIAL OBSTRUCTIONS.	24
33.	EXTENT OF CONTRACT	25
34.	DOCUMENTS MUTUALLY EXPLANATORY	25
35.	I) DRAWINGS II) ONE COPY OF DRAWINGS TO BE KEPT ON SITE	26
36.	FURTHER DRAWINGS AND INSTRUCTIONS	26
37.	CONTRACT AGREEMENT	26
38.	EXECUTION OF WORKS - GENERAL	26
39.	BANK GUARANTEE/INSURANCE COVER FOR FREE ISSUE MATERIAL	27
40.	SUPPLIES / SERVICES	27
41.	PRESERVATION & MAINTENANCE	27
42.	FREIGHT & INSURANCE	27
43.	DEMURRAGE	28
44.	DEMURRAGE	28
45.	DEMURRAGE	28
46.	RECEIPT INSPECTION BY MDL	28

47.	REJECTION OF MATERIALS	29
48.	WORK TO BE TO SATISFACTION OF ENGINEER	29
49.	ACCESS FOR ENGINEER AND EMPLOYER	29
50.	QUALITY OF MATERIALS & WORKMANSHIP AND TESTS	29
51.	POSSESSION OF SITE	30
52.	SUBCONTRACT & RIGHT OF EMPLOYER	31
53.	OPPORTUNITIES FOR OTHER CONTRACTORS	31
54.	FACILITY PROVIDED BY EMPLOYER / EMPLOYER	31
55.	NO NIGHT OR SUNDAY WORK.	31
56.	BOREHOLES AND EXPLORATORY EXCAVATION	32
57.	WATCHING AND LIGHTING	32
58.	GIVING OF NOTICE AND PAYMENT OF FEES	32
59.	INTERFERENCE WITH TRAFFIC AND ADJOINING PROPERTIES	33
60.	HEAVY TRAFFIC	33
61.	CARE OF WORKS	34
62.	EXAMINATION OF WORKS BEFORE COVERING UP	34
63.	RIGHT OF ENGINEER TO INSPECT AT PLACE OF MANUFACTURE ETC.	35
64.	URGENT REPAIRS	36
65.	SITE TO BE KEPT CLEAR OF OBSTRUCTIONS	36
66.	EXECUTION OF WORKS - SUPERVISION ETC	37
67.	CONTRACTOR'S EMPLOYEES	37
68.	RETURN OF CONTRACTOR'S EMPLOYEES.	38
69.	SETTING OUT	39
70.	EXECUTION OF WORKS - TIME, DELAYS, etc.	39
71.	TIME FOR COMPLETION	40
72.	PROGRESS REPORTING & MONITORING	40

73.	PROGRAMME TO BE FURNISHED	40
74.	RATE OF PROGRESS	41
75.	SUSPENSION OF WORKS	41
76.	EXTENSION OF TIME FOR COMPLETION	42
77.	EXECUTION OF WORKS - VARIATIONS	42
78.	VALUATION OF VARIATIONS	43
79.	DAY WORK	44
80.	CLAIMS ADDITIONAL OR SUBSTITUTED WORK	45
81.	INDEMNITY BY CONTRACTOR	45
82.	ACCIDENT OR INJURY TO WORKMEN	46
83.	INSURANCE OF WORKS ETC	46
84.	THIRD PARTY INSURANCE	47
85.	GENERAL PROVISIONS AS TO INSURANCE	47
86.	REMEDY ON CONTRACTORS FAILURE TO INSURE	48
87.	MEASUREMENT AND PAYMENT	48
88.	WORKS TO BE MEASURED	48
89.	METHOD OF MEASUREMENT. I. S. CODE	49
90.	PROVISIONAL SUMS	49
91.	NOMINATED SUB- CONTRACTORS	50
92.	PAYMENT CONDITIONS	52
93.	NO RESPONSIBILITY UPON ENGINEER FOR PAYMENT	54
94.	MAINTENANCE AND MAINTENANCE CERTIFICATE	54
95.	DEFINITION OF DEFECT LIABILITY PERIOD	54
96.	CONTRACTOR TO SEARCH FOR CAUSE OF DEFECT ETC	55
97.	APPROVAL ONLY BY MAINTENANCE CERTIFICATE	55
98.	MAINTENANCE CERTIFICATE	56

99.	SPECIAL RISKS AND FRUSTRATION	57
100.	PAYMENT IN EVENT OF FRUSTRATION	59
101.	MISCELLANEOUS	60
102.	SUB-LETTING	60
103.	NO APPROVAL BY VESTING	63
104.	FOSSILS ETC	63
105.	RECOVERY-ADJUSTMENT PROVISIONS	64
106.	TAXES & DUTIES / STATUTORY LEVIES	64
107.	TECHNOLOGICAL DEVELOPMENTS / MODIFICATIONS	64
108.	EXPORT LICENCE	65
109.	BANNED OR DE-LISTED CONTRACTORS / FIRMS	65
110.	PREFERENCETIAL PURCHASE FROM & START- UPS	66

GENERAL CONDITIONS OF CONTRACT (GCC)

A. GENERAL CONDITIONS OF CONTRACT FOR WORKS

1. DEFINITIONS AND INTERPRETATION

- i) **construct**” In the contract (as herein after defined) the following words and expressions shall have the meaning hereby assigned to them except where the context otherwise requires: -
 - a. **"Employer/. Purchaser"** means Mazagon Dock Shipbuilders Limited (MDL) of Dockyard road, Mazagon, Mumbai-400 010 and include the employer's representatives or successors, but not without the consent of the Contractor) any assignee of the Employer.
 - b. **"Bidder"** means the person or person's firm or company whose tender-bid has been received by the employer and includes the bidder's personal representatives, successors and permitted assigns.
 - c. **"Contractor"** means the person or persons firm or company whose tender-bid has been accepted by the employer and includes the contractor's personal representatives, successors and permitted assigns.
 - d. **"Engineer"** means HOD (Technical Services) or any other person appointed from time to time by the Employer notified in writing to the Contractor to act as engineer for the purpose of the contract.
 - e. **"Works"** means the works to be executed in accordance with the contract and includes materials, apparatus, equipment, plant, fittings, and things of all kinds (other than construction plant) to be provided and work to be done by the contractor under this contract and all temporary works of every kind required for the execution completion or maintenance of the works.
 - f. **"Items"** means the materials, apparatus, equipment, fittings and other things as specified in the contract or necessary for incorporation in the works.
 - g. **"Contract / Order"** means the contract effected by the contractor's tender - bid and the Employer's acceptance thereof comprising (in addition to the tender and the acceptance) the priced bill of quantities and schedules, schedules of particulars (if any) Specification and drawings, these general conditions of contract and any special or particular conditions of contained or attached to any of the foregoing documents, all of which shall be deemed to embody any alterations agreed in writing

between the parties before the formal acceptance of the Tender.

- h. **“Contract Price”** means the sum named in the tender subject to such additions thereto or deductions there from as may be made under the provisions hereinafter contained
- i. **“Constructional Plant”** means all appliances or things of whatsoever nature required for the execution, completion or maintenance of the works or Temporary Works (as hereinafter defined) but does not include materials or other things intended to form or forming part of the permanent work.
 - (i) "Constructional Plant" shall be deemed to exclude vehicles engaged in transporting any plant equipment or materials to or from the site.
 - (ii) "Essential Hired Plant" shall mean all Constructional Plant Temporary Works and materials for temporary works the withdrawal of which in the event of a forfeiture might (having regard to the methods of construction employed prior to the forfeiture) endanger the safety or stability of or result in serious disturbance to the execution of any part of the works and which are held by the contractor under any agreement for hire thereof.
 - (iii) The expression "Hired Plant" shall mean any Constructional Plant temporary works and materials for temporary works (other than essential hired plant) held by the contractor under agreement for hire thereof.
 - (iv) "Agreement for Hire" shall be deemed not to include an agreement for hire purchase.
 - (v) "Hire Purchase Plant" shall mean any constructional plant temporary works and materials for temporary works held by the contractor under an agreement for hire purchase thereof.
- j. **“Specification”** means the specification annexed to or issued with these conditions and includes Indian or other Standard Specifications where required by the Specification.
- k. **“Drawings”** means the drawings referred to in the Specification and any modification of such drawings

approved in writing by the Engineer and such other drawings as may from time to time be furnished or approved in writing by the Engineer.

l. **“Site”** means the lands and other places on under in or through which the Works to be executed or carried out and any other lands or places provided by the Employer for the purposes of the Contract.

m. **“Approved”** means approved in writing and **“Approval” means** approval in writing.

n. **“Month”** means month according to the Gregorian calendar.

o. **Singular & Plural**

Words importing the singular only also include the plural and vice versa where the context requires.

p. **Marginal headings or notes**

The marginal headings or notes in these terms & conditions shall not be deemed to be part thereof or be taken into consideration in the interpretation or construction thereof or of the Contract

q. **Construction of Contract**

This contract shall in all respects be interpreted and operated as an Indian Contract and in conformity with Indian Law.

2. EMPLOYER’S RIGHT TO ACCEPT ANY BID, PART OF BID AND TO REJECT ANY OR ALL BIDS.

The Employer reserves the right to accept and or reject any or all tenders and or to withdraw the tender in Toto and or award the contract / order in full or part to more than one party without assigning any reason whatsoever and without thereby incurring any liability to the affected Bidder or Bidders or any obligations to inform the affected Bidder or Bidders of the grounds for MDL action.

3. ACCEPTANCE OF ORDER/CONTRACT

i) With the acceptance of the successful bidder’s offer by the Employer, which is as per the Terms & Conditions of the tender, by means of Order/Contract, the tender is concluded. The bidder/ Contractor shall, on receipt of the order / Contract, communicate their unconditional acceptance to the Employer in the prescribed format immediately within 10 days.

- ii) If nothing to the contrary is heard by Employer within 10 days from the date of placement of order, it will be understood that the order has been accepted by the Contractor/ bidder.
- iii) Any delay in acknowledging the receipt & acceptance of the Order/Contract from the specified time limit or any qualification or modification of the order/Contract in its acknowledgement acceptance by the bidder / Contractor shall be termed as breach and would be liable for forfeiture of EMD, Security deposits etc.

4. SITE A PROTECTED PLACE

The Site is a Protected Place under the Defence of India Regulations and no person shall be employed or allowed on the Site without the prior authority in writing of the Employer. All persons employed or allowed on the Site shall at all times conform to all regulations laid down by the Engineer for personnel employed upon the Site.

5. CONTRACTOR TO CONFORM TO STATUTES ETC.

The contractor shall conform in all respects to the provisions of any Central and/or State Government Acts and the Regulations and/or Bye-laws of any local or other statutory authority which may be applicable to the works or to any temporary works or services used and with such rules of public bodies and companies as aforesaid and shall keep the Employer indemnified against all penalties and liability of every kind for breach of any such Act, Regulation or Bye-law.

6. POLICE VERIFICATION OF EMPLOYEES

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

7. COMPLIANCE WITH LAWS

The Contractor shall comply fully with all Central and State Government Laws and ordinance

dealing with the employment of persons including (but not by way of limitation), Interstate migrant workmen act(Regulation of employment and condition of service) act 1979, the employment of children act 1938, the Workmen's Compensation Act 1923,the Factories Act 1948, The Minimum Wages Act 1948, the Contract Labour (Regulation &Abolition) Act, 1970, the Apprentices Act 1970, the Apprentices Act 1961 and any statutory amendment or re-enactment thereof for the time being in force.

8. CONTRACT LABOUR (REGULATION & ABOLITION) ACT 1970

- i) Contractor / bidder shall possess licence under Section 12 and 13 of the Contract Labour (Regulation & Abolition) Act, 1970 and rules made there under and the same should be kept valid at least until the expiry of contract with Employer, if he is intending to employ 20 and more employees. The registration and Licence under the Contract Labour (Regulation and Abolition) Act 1970 shall be renewed in time every year and if work continues for more than a year, a copy of the Licence is produced as and when demanded by the concerned authorities of Employer.
- ii) The contractor / bidder shall carryout his obligations and duties under the Contract Labour (Regulation & Abolition) Act, 1970 and the rules framed there under, but not limited to: -
 - a. Pay in time, on or before 7th of every succeeding month not less than the prescribed minimum wages (as stipulated under item V (a) or V (b) of the Form VI prescribed Under Rule (25) 1 of the Act as applicable.
 - b. Disburse Wages in respect of workers working on Employer's jobs inside the premises under the supervision of nominated representative of the Employer.
 - c. Production of Wage / Attendance Register along with E. S. I. & P. F. Statements to Corporate Personnel Department (from 8th to 15th of every succeeding month) for verification of the same as required under the Contract Labour (Regulation and Abolition) Act 1970.
 - d. Forwarding to the respective Divisional Personnel Department a list of deductions and contributions duly effected from the salary / wages on Contract Labour engaged on Employer's jobs in respect of Employees' Provident Fund, Employees' Family Pension Fund and Employees' State Insurance Scheme, with reasons for non-deduction, if any, duly clarified by

passing suitable remarks against the name of concerned employee on the list.

- e. Comply with all the statutory regulations and requirements concerned with employment of contract labour on Employer's jobs and shall follow all orders / decisions of the Government in this respect. Contractor / bidder shall furnish all the statutory half yearly returns / six monthly statements concerning with such contract labour to the Licensing Executive in Form No. XXIV as per Rule 82 (1) of Contract Labour (Regulation & Abolition) Act 1970 and also forward a copy of these with necessary statistical information of manpower employed to the Corporate Personnel Department

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

9. MINIMUM WAGES ACT

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

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

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

10. BONUS ACT

The contractor / bidder shall pay to his eligible employees a Statutory Bonus as per 'Payment of Bonus Act' at the rate

prescribed by the Statutory Authorities from time to time.

11. COMPLIANCE OF FACTORIES ACT AND SAFETY REGULATIONS

- i) The contractor / bidder shall observe all applicable Rules and Regulations stipulated under Factories Act applicable to contract labour.
- ii) The contractor / bidder shall maintain a separate register prescribed under the Act and pay Privilege Leave wages to all eligible employees.
- iii) On completion of execution of the contract and before winding up, the -contractor /bidder shall pay proportionate Privilege Leave wages to all eligible employees.
- iv) The contractor / bidder shall ensure observance of all applicable Safety Rules and Regulations i.e. issue of Boiler Suits (other than Blue and White colour), Safety Shoes, Gum Boots / Rainy Shoes, Rain Coat, Hand gloves, Helmets, Visors, Safety Belts, etc. wherever applicable.

12. EMPLOYEES' PROVIDENT FUNDS AND MISCELLANEOUS PROVISIONS ACT, 1952

- i) The contractor / bidder, where applicable, shall cover his employees deployed in the Employer's Yard –
 - a. Under the Employees' Provident Funds and Miscellaneous Act, 1952,
 - b. Under the Family Pension Scheme, and
 - c. Under the Employees' Deposit Linked Insurance Scheme and pay the contributions both in respect of his employees and his own. He shall submit all the necessary returns and other particulars periodically as prescribed under the said Act. contractor / bidder shall cover from the first day working all his contract labour on MDL jobs by filling requisite returns to concerned Statutory authorities and obtaining Code Numbers / Account Numbers. Sub-contractor/ bidder shall remit employees' and employers' contributions directly to the concerned authorities along with Inspection and Administrative Charges as per relevant provisions of the concerned Acts and Schemes made there under within 15 days from the close of every month. The Bidder / Contractor must submit copies of P. F. dues payment challans, copy of Form No. 12 (A), copy of form No. 6 (A) (Annually) & copies of Muster Roll of their workmen every month to Corporate Personnel Department before renewal of passes for entry into

the yard. The contractor / bidder must also attend to P. F. Inspections by concerned authorities and submit copy of the Inspection Report.

- ii) The Contractor / Bidder, shall through his own P. F. code number shall fill in P. F. / Pension settlement forms of all the employees engaged in Purchaser's Yard, well in advance of last working day and forward the said settlement forms to the respective P. F. Commissioner's office for settlement. Contractors who are yet to obtain PF code shall apply for Code no s to PF Commissioners Office & furnish copies of the same to Corporate Personnel Department. Purchaser shall recover PF dues from the contractors running bills till such time the PF Code no is obtained.
- iii) The Bidder / Contractor may contact Corporate Personnel Department / consultant appointed for the purpose to seek any / all clarification / necessary advice for completion of procedural work such as filling labour challans, E. S. I., P. F. -declaration forms, covering their labour under Group Insurance Policy, etc. An Administrative charge @ Rs. 10/- per employee per month for such consultancy will be recovered from all the contractors from the bills of the respective contracts.

13. EMPLOYEES' STATE INSURANCE ACT

- i) The Bidder / Contractor should also cover all the eligible contract labourers working on MDL jobs, under the Employees' State Insurance Act and Scheme by furnishing necessary returns to appropriate authority and pay both employees' and employers' contributions in respect of these employees to the concerned authorities within 20 days from the close of every month. The contractor shall produce copy of R. D. F. duly acknowledged by ESI local office for confirmation that the workmen are covered under ESI Act and Scheme.
- ii) Contractor / Bidder should produce proof of such remittances to Corporate Personnel Department. of MDL along with full details of contributions etc. within 25 days from the close of month. He shall also give an undertaking that he will not engage any one on our work who is not duly covered under the said Act & Scheme. The contract employees who are out of coverage of ESI Act & Scheme should be covered under Group Insurance Policy linked with workman compensation Act. Those Bidders / contractors do not have their ESI Code No.; they should submit documentary evidence of application

for obtaining ESI Code no to Corporate Personnel Department.

14. SAFETY

- i) The Bidder / Contractor must observe all safety precautions in connection with the work to be performed by him, his agents or labourers. In the event of any accident happening in our yard resulting in loss of lives or otherwise damaging any part of the property, the contractor shall be required to make good the loss to the Company and shall be responsible for all consequences that follow from the loss and / or injuries to the persons involved in such accidents. The standard of safety to be observed in the Company shall be decided by the Executive-in-Charge Safety, or any Executive appointed for the purpose before the commencement of work in the yard. It will be essential for contractor to ascertain the standard precautions which contractor is required to observe in discharging his work as per the standards prevalent in MDL. The decision of MDL in matters concerning Safety shall be final and binding on the contractor.
- ii) The Bidder / Contractor subcontractor shall be required to provide his workmen with Boiler Suits of any suitable colour other than blue or white, with the Name of the Contractor in prominent letters on the boiler suits along with personal protection gears like safety shoes, hand gloves etc. workmen of the Contractor must wear throughout their working while in the premises of MDL. Contractor's workmen working without safety gears are likely to be disallowed for work.
- iii) Notwithstanding the provisions of above paragraphs, the contractor shall at all times comply fully with the provisions of any law or ordinance currently in force relating to all labour employed by him and the Employer shall be entitled to deduct from any monies due or which may become due to the contractor, all sums (if any) payable by the employer under such ordinance in respect of any default of the contractor.
- iv) The Contractor shall at all times during the continuance of the contract display and maintain in clean and legible condition at conspicuous places on the site notices stating in English and the local Indian language spoken by the majority of the workers the rates of wages which have been fixed as fair wages are payable. The contractor shall send to the engineer copies of all such notices.
- v) The contractor shall maintain all notices registers and

records of payment of wages overtime and other matters as required by the Conciliation Officer (Central) Ministry of Labour of the Government of India or any other authorized person appointed by the Central or Provincial or State Government.

15. INDEMNITIES AND INSURANCE (PATENT RIGHTS AND ROYALTIES)

The contractor shall save harmless and indemnify the Employer from and against all claims and proceedings for or on account of infringement of any patent rights design trade mark or name or other protected rights in respect of any constructional plant or machine work or temporary works or any of them and from any against all claims demands proceedings damages costs charges and expenses whatsoever in respect thereof or in relation thereto. Except where otherwise specified, the contractor shall pay all tonnage and other royalties rent and other payments or compensation (if any) for getting stone sand gravel clay or other materials required for the works or temporary works or any of them.

16. EMPLOYER'S PROPERTY

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

17. FORFEITURE- REMEDIES AVAILABLE TO EMPLOYER

i) If the contractor shall become bankrupt or have a receiving order made against him or shall present him petition in bankruptcy or shall make an arrangement with or assignment in favour of his creditors or shall agree to carry out the contract under a Committee Of Inspection of his creditors or (being a Corporation) shall go into liquidation (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) or if the contractor shall assign the contract without the consent in writing of the employer first obtained or shall have an execution levied on his goods or if the engineer shall certify in writing to the employer that in his opinion the contractor.

a. Has abandoned the contract, or

- b. without reasonable excuse has failed to commence the works within 7 days from the written order to commence work or handing over of site or has suspended the progress of the works for 28 days after receiving from the engineer written notice to proceed, or
 - c. has failed to remove materials from the site or to pull down and replace work for 28 days after receiving from the engineer written notice that the said materials or work had been condemned and rejected by the engineer under these conditions, or
 - d. is not executing the works in accordance with the contract or is persistently or flagrantly neglecting to carry out his obligations under the contract, or
 - e. has to the detriment of good workmanship or in defiance of the engineer's instructions to the contrary sub-let any part then the employer may after giving 14 days' notice in writing to the contractor enter upon the site and the works and expel the contractor there from without thereby avoiding the contract or releasing the contractor from any of his obligations or liabilities under the contract or affecting the rights and powers conferred on the employer or the engineer by the contract and may himself complete the works or employ any other contractor to complete the works and the employer or such other contractor may use for such completion as much of the constructional plant temporary works and materials on the site which have been deemed to become the property of the employer under the provisions of the contract as he or they may think proper and the employer may at any time sell any of the said constructional plant temporary works and unused materials and apply the proceeds of sale in or towards the satisfaction of any sums due or which may become due to him from the contractor under the contract.
- ii) The Engineer shall as soon as may be practicable after any such entry and expulsion by the employer fix and determine ex-parte or by or after reference to the parties or after such investigation or enquiries as he may think fit to make or institute and shall certify what amount (if any) had at the time of such entry and expulsion been reasonably earned by or would reasonably accrue to the contractor in respect of work then actually done by him under the

contract and what was the value of any unused or partially used materials and constructional plant and any temporary works which have been deemed to become the property of the employer under the provisions of the contract upon the site.

18. FORCEMAJEURE

- i) If at any time during the execution of the supply order, the performance in whole or in part by either Employer or and by the Bidder / Contractor is / are prevented or delayed by any reason of force majeure situations such as acts of civil war, civil commotion, sabotage, hostilities, war, fires, explosions, epidemics, natural calamities like floods, earthquakes, volcanoes, storms, acts of God & laws of respective Governments or any other causes beyond the control of either parties, hereinafter referred to as "events", provided notice of the occurrence of such event/s is / are communicated by either party, to the other party within 21 days from the date of occurrence thereof, neither party shall by reason such events be entitled to terminate the contract nor shall either party have any claim for damages against the other in respect of such non-performance and or delay in performance of the contract / order. Executions on either side shall be resumed as soon as practicable after such event has come to an end or ceased to exist and the decision of Employer as to whether activities can resume or not, shall be conclusive and final. Occurrence of the events to be certified by Chamber of Commerce / Indian High Commission or Embassies / Government in that Country.
- ii) The performance in whole or in part under the captioned tender / contract is prevented or delayed by reason of any such event for a period exceeding sixty days either party may at its option terminate the contract / further processing of the tender. The relative obligations of both the parties remain suspended during the actual period of force majeure.
- iii) The Employer may extend the delivery schedule as mutually agreed, on receipt of written communication from the Contractor / Bidder regarding occurrence of 'Force Majeure' conditions, but not exceeding six months from the scheduled delivery date. If the 'Force Majeure' conditions extend beyond this period, the Employer shall have the right to cancel the order without any financial implication to the Employer or on terms mutually agreed to.

19. RISK PURCHASE

- i) If the equipment / article / service or any portion thereof be not delivered / performed by the scheduled delivery date / period, any stoppage or discontinuation of ordered supply / awarded contract without written consent by Purchaser or not meeting the required quality standards the Purchaser shall be at liberty, without prejudice to the right of the Purchaser to recover Liquidated Damages / penalty as provided for in these conditions or to any other remedy for breach of contract, to terminate the contract either wholly or to the extent of such default. Amounts advanced or part thereof corresponding to the undelivered supply shall be recoverable from the Contractor / Bidder at the prevailing bank rate of interest.
- ii) The Employer shall also be at liberty to Complete/ purchase, manufacture or supply from stock as it deems fit, other articles of the same or similar description to make good such default and or in the event of the contract being terminated, the balance of the articles of the remaining to be delivered there under. Any excess over the purchase price, cost of manufacture or value of any articles supplied from the stock, as the case may be, over the contract price shall be recoverable from the Contractor.

20. AGENTS / AGENCY COMMISSION

- i) The seller confirms and declares to the buyer that the seller is the original manufacturer or authorized distributor/stockiest of original manufacturer of the stores referred to in this contract and has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommended to the Buyer or any of its functionaries, whether officially or unofficially , to the award of the Contract / Purchase order to the Seller; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation.
- ii) The Seller agrees that if it is established at any time to the satisfaction of the Buyer that the present declaration is in any way incorrect or if at a later stage it is discovered by the Buyer that the Seller has engaged any such individual/firm, and paid or intended to pay any amount, gift, reward , fees, commission or consideration to such person, party, firm or institution , whether before or after the signing of this Contract / Purchase order, the Seller will be liable to refund that amount to the Buyer.

- iii) The seller will also be debarred from participation in any RFQ/Tender for new projects/program with Buyer for a minimum period of five years.
- iv) The buyer will also have a right to consider cancellation of the Contract either wholly or in part, without any entitlement or compensation to the Seller who shall in such event be liable to refund all payments made by the buyer in terms of the Contract along with interest at the rate of 2% per annum or 6% whichever is higher above LIBOR (London Inter Bank Offer Rate) (for foreign vendors) and base rate of SBI plus 2% (for Indian Vendors).
- v) The Buyer will also have the right to recover any such amount from any contracts concluded earlier with Buyer.

21. USE OF UNDUE INFLUENCE / CORRUPT PRACTICES:

- i) The Contractor / bidder undertakes that he has not given, offered or promised to give, directly or indirectly any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the Employer or otherwise in procuring the contract or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the Contract with the Employer for showing or forbearing to show favour or disfavour to any person in relation to the Contract or any other Contract with the Employer. Any breach of the aforesaid undertaking by the Contractor / bidder or any one employed by him or acting on his behalf (whether with or without the knowledge of the Contractor / bidder) or the commission of any offence by the Contractor / bidder or any one employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1980 or the Prevention of Corruption Act, 1947 or any other Act enacted for the prevention of corruption shall entitle the Employer to cancel the contract and all or any other contracts with the Contractor / bidder and recover from the Contractor / bidder the amount of any loss arising from such cancellation. A decision of the Employer or his nominee to the effect that a breach of the undertaking has been committed shall be final and binding on the Contractor / bidder.
- ii) The Contractor / bidder shall not offer or agree to give any person in the employment of Employer any gift or consideration of any kind as "Inducement" or "reward" for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the contract/s. Any breach of the aforesaid condition by the

Contractor s or any one employed by them or acting on their behalf (whether with or without the knowledge of the Contractor s) or the commission of any offence by the Contractor s or by any one employed by them or acting on their behalf which shall be punishable under the Indian Penal Code 1980 or the Prevention of Corruption by Public Servants, shall entitle Employer to cancel the contract/s and all or any other contracts and then to recover from the Contractor / Bidder the amounts of any loss arising from such contracts' cancellation, including but not limited to imposition of penal damages, forfeiture of Security Deposit, encashment of the Bank Guarantee and refund of the amounts paid by the Employer.

- iii) In case, it is found to the satisfaction of the Employer that the Contractor / Bidder has engaged an Agent or paid commission or influenced any person to obtain the contract as described in clauses relating to Agents / Agency Commission and use of undue Influence, the Contractor /Bidder, on a specific request of the Employer shall provide necessary information / inspection of relevant financial documents / information.

22. IMMUNITY OF GOVERNMENT OF INDIA CLAUSE.
(APPLICABLE ONLY FOR ORDERS / CONTRACTS WITH USA /
OTHER FOREIGN COMPANIES)

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

manner, claim, cause of action or thing whatsoever arising of or under this Agreement.

in connection with the entrusted work will not indulge in any activities other than the duties assigned to them.

23. DISPUTE RESOLUTION MECHANISM AND ARBITRATION

24. DISPUTE RESOLUTION MECHANISM (DRM)

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

ii) In case of non-settlement by (i) above, if at any time, before, during or after the contract period any unsettled claim, dispute or difference arose between the parties, upon or in relation to or in connection with or in any way touching or concerning this tender/agreement order/contract, the same shall be referred to the concerned Functional Director.

The Functional Director shall then nominate an Executive of the rank of General Manager whom he thinks fit and competent or a Committee of Executives who/which shall then scrutinise the claims/disputes that have been referred to the concerned functional Director and make efforts for amicable settlements by mutual discussions/negotiations.

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

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

25. ARBITRATION

i) Unresolved disputes/differences, if any, shall then be settled by arbitration. The Arbitration proceedings shall be conducted at Mumbai, India, in English Language, under the Arbitration & Conciliation Act, 1996.

ii) MDL prefers to have arbitration through Institutes such as Indian Council of Arbitration (ICA)/ICA-DR, with the mutual consent of the parties.

iii) In case of unresolved difference/dispute between the Purchaser and Contractor, being Central Public Sector Enterprises/Central Govt. departments, the disputes shall be resolved firstly through mutual discussion or through the

empowered agencies of the Govt. or through arbitration by reference by either party to the department of Public Enterprises, as per extant guidelines. If disputes/ differences remain unresolved/unexecuted, the same shall be referred first to the Cabinet Secretariat and then, if necessary to the PMO.

- iv) Any changes to arbitration clause must be vetted by HOD (Legal) before incorporation in contract/PO.

26. JURISDICTION OF COURTS

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

27. FORFEITURE OF EMD/ BID SECURITY DEPOSIT

In cases of withdrawal of bid during validity period or during any extension granted thereof, no acceptance of agreed conditions of Technical and or Commercial and or Price Negotiations, non-submission of the security deposit / performance bank guarantee the EMD or bid security will be forfeited or encashed as the case may be.

28. FORFEITURE OF SECURITY DEPOSIT / PERFORMANCE GUARANTEE

Non-performance of agreed terms and or default / breach by bidder/ contractor will result in forfeiture of security deposit / performance bank guarantee with application of risk purchase, by the Employer.

29. FORFEITURE OF PERFORMANCE GUARANTEE

In the event of contractor's failure to attend the Guarantee defects within a reasonable period of time, the Performance Bank Guarantee will be encashed by the Employer. The Employer's decision shall be final and binding on Bidder / Contractor in this regard.

30. CANCELLATION OF ORDER / CONTRACT

The Employer reserves the right to cancel an order forthwith without any financial implications on either side, if on completion of 50% of the scheduled delivery period the progress of Contractor is not to the satisfaction of Employer and failure on the part of the Contractor to comply with the delivery schedule is inevitable. In such an event

the Contractor shall repay all the advances together with interest at prevailing bank rates from the date of receipt of such advances till date of repayment. The title of any property delivered to Employer will be reverted to the Contractor at his cost.

In case of breach /noncompliance of any of the agreed terms & conditions of order /contract and also in case of any persistent failure on part of contractor to comply with any of the provision of contract labour (regulation & Abolition) act & Scheme, ESI Act, Family Pension Scheme, order/Contract is liable to be terminated at the cost of the contractor and employer reserves the right to recover consequential damages from the contractor on account of such premature termination of contract. Without prejudice to any other rights.

31. PRELIMINARIES, CONTRACT DOCUMENTS, ETC.

i) INSPECTION OF SITE

The Contractor shall inspect and examine the Site and its surroundings and shall satisfy himself before submitting his tender as to the nature of the ground and sub-soil (so far as is practicable) the form and nature of the Site and the quantities and nature of the work and materials necessary for the completion of the Works and the means of access to the Site and accommodation he may require and in general shall himself obtain all necessary information (subject as above mentioned) as to risks contingencies and other circumstances which may influence or affect his tender.

32.

I) SUFFICIENCY OF TENDER

The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the Works and of the rates and prices stated in the Priced Bill of Quantities and Schedules which rates and price shall except in so far as the Contract otherwise provides cover all his obligations under the Contract and all matters and things necessary for the proper completion and maintenance of the Works. In drawing up a programme of Construction before tendering and entering times for completion in his tender, the Contractor shall have regard to the procurement of any supplementary information plant delivery and other contractor's commitments so that the Employer is not responsible for additional costs that may arise from the contract period for completion being exceeded.

II) ADVERSE PHYSICAL CONDITIONS & ARTIFICIAL OBSTRUCTIONS.

If however during the execution of the Works unfavourable physical conditions (other than weather conditions or conditions due to weather conditions) or artificial obstructions are encountered the Contractor shall forthwith give written notice thereof to the Engineer and if (in either case) such conditions could not in the opinion of the Engineer have been reasonably foreseen by an experienced contractor then the Engineer shall certify and the Employer shall pay the additional expenses to which the contractor shall have been put by reason of such conditions including the proper and reasonable expense :

- a. of complying with any instruction which the Engineer may issue to the Contractor in connection therewith and
- b. of any proper reasonable measures approved by the Engineer which the Contractor may take in the absence of specific instruction from the Engineer as a result of such conditions being encountered.

33. EXTENT OF CONTRACT

The contract comprises the construction completion and maintenance of the Works and except insofar as the contract otherwise provides the provision of all labour. Materials, constructional plant, temporary works and everything whether of a temporary or permanent nature required in and for such construction completion and maintenance so far as the necessity for providing the same is specified in or reasonably to be inferred from the Contract.

34. DOCUMENTS MUTUALLY EXPLANATORY

The several documents forming the Contract are to be taken as mutually explanatory of one another and in case of ambiguities or discrepancies the explanatory same shall be explained and adjusted by the Engineer who shall thereupon direct the Contractor in what manner the work is to be carried out. Provided always that if in the opinion of the Engineer compliance with any such directions shall involve the Contractor in any expense which by reason of any such ambiguity or discrepancy the Contractor did not and had reason not to anticipate the Engineer shall certify and the Employer shall pay such additional sum as may be reasonable to cover such expense.

35.

I) DRAWINGS

The drawings shall remain in the sole custody of the Engineer but two free copies thereof shall be furnished to the Contractor. The Contractor shall make at his own expense any further copies required by him. At the completion of the contract the contractor shall return to the engineer all drawings provided under the contract, including the copies made by him.

The Contractor shall give adequate notice in writing to the engineer or the engineer's representative of any further drawing or specification that may be required for the execution of the works or otherwise under the contract.

II) ONE COPY OF DRAWINGS TO BE KEPT ON SITE

One copy of the Drawings furnished to the contractor as aforesaid shall be kept by him on the Site and shall at all reasonable times be available for inspection and use by the Engineer and the Engineer's Representative and by any other person authorized by the Engineer in writing.

36. FURTHER DRAWINGS AND INSTRUCTIONS.

The Engineer shall have the right to supply to the Contractor from time to time during the progress of the works such further drawings and instructions as shall be necessary for the proper and adequate execution and maintenance of the works and the contractor shall be bound by and carry out the same.

37. CONTRACT AGREEMENT

- i) The Contractor shall if and when called upon to do so enter into and execute a formal agreement (to be prepared at the cost of the contractor embodying the terms of the contract, but unless and until such a formal agreement is executed the contract as defined in clause 19.A.01 shall be binding upon the parties.
- ii) An executed counterpart of the Agreement together with copies of all other documents comprising the contract shall be supplied to the contractor by the Employer

38. EXECUTION OF WORKS - GENERAL

i) SUPPLY OF PLANT, MATERIAL & LABOUR

Except where otherwise specified the Contractor shall at his own expense supply and provide all the Constructional Plant & Temporary Works materials both for temporary and for permanent works labour (including the supervision thereof),

transport to or from the site and in and about the Works and other things of every kind required for the construction completion and maintenance of the Works.

39. BANK GUARANTEE/INSURANCE COVER FOR FREE ISSUE MATERIAL

The Contractor / Bidder shall furnish Bank Guarantee/Insurance Cover equivalent to the value of materials supplied by MDL free of cost valid up to the execution of the contract / delivery of material, inspected / accepted and receipt at MDL together with the material reconciliation statement whichever is later.

40. SUPPLIES / SERVICES

Contractual work / services to be provided / facilities hire including supply of equipment / products / items / Jobs to be supplied / performed shall be strictly in accordance with the Drawings / Specifications / Requirements / Scope indicated in the Tender Enquiry / Order / Contract with deviations, if any, as mutually accepted.

41. PRESERVATION & MAINTENANCE

Should any material require any preservation till its final installation/fitment, the detailed procedure (Long term & short term) for the same as also the time of interval after which the state of preservation needs to be reviewed is to be stated by the Contractor Further the de-preservation prior to the material/equipment being commissioned and the maintenance procedure together with its periodicity is also to be indicated by the Contractor Supplier.

The Contractor in their offer must confirm that indigenous oil; lubricants and preservatives, etc. can be used in the equipment. The bidder must also give assurance that the equipment performance will not be downgraded by use of indigenous equivalents.

42. FREIGHT & INSURANCE

I) FOR INDIGENOUS BIDDERS.

In cases where the Contractor / bidder's offers are for 'Door Delivery to Employer,' (FOR MDL store/site), transit freight & Insurance charges shall be borne by the Contractor / bidder.

In other agreed cases of Ex-works / Ex-Transporter's warehouse or Railway go down offers, the Contractor / bidder on dispatch, shall give details of materials with despatch particulars and their value in time to Employer's Insurance

Company on the contact details as provided in the order. In such agreed cases, the freight & insurance charges will be paid by the Employer directly to the parties concerned.

II) FOR OVERSEAS/FOREIGN BIDDERS.

For overseas supplies on CIF basis. Freight & Insurance up to port of destination (Sea/Air) shall be arranged by the Contractor. The Contractor / bidder shall immediately on despatch of the items, inform all relevant details of despatch such as Order number, Bill of Lading / AWB number marked as Freight Paid basis, Insurance Policy / Document, number of packages, value of consignment, invoice number in time directly to Employer's Insurance Company & Employer on the contact details as provided in the order. In case of delivery term other than CIF/CIP, the freight & insurance charges will be paid by the Employer directly to the parties concerned.

43. DEMURRAGE

Storage and Demurrage charges will be payable by the Contractor for all shipments that reach Employer without proper despatch documentations, Lorry Receipts not accompanied by packing lists, invoices etc. The Contractor shall be responsible for fines due to errors or omissions in description, weight or measurements and for increased handling charges due to improper packing.

44. The ordered items will be inspected either by Classification Society / Nominated Agency and or by Inspection Executive nominated by Employer at stages defined in the tender / Purchase Order or as agreed to be defined subsequently in terms of the Purchase Order.

45. The decision of the Inspecting Authority or their representatives, as the case may be, on any question of the intent, meaning and the scope of Specifications / Standards shall be final, conclusive and binding on the Contractor. The Contractor shall accord all facilities to Employer's Inspectors / Nominated Agency to carry out Inspection / Testing during course of manufacture / final testing.

46. RECEIPT INSPECTION BY MDL

MDL shall carry out necessary inspection of the items / jobs on receipt, on the basis of an appropriate quality assurance system and inspection system requirements along with representative of the Owner. Any objection raised by MDL Quality Control Team against quality of materials or workmanship shall be satisfactorily corrected by the Contractor at his expense including replacement as may be required within shortest possible time within 30 days. Items damaged during transit shall also be rectified / replaced by

the Contractor within shortest possible time, payment for which shall be made at mutually agreed rates.

47. REJECTION OF MATERIALS

Should the items / jobs, or any portion thereof of the equipment / jobs be found defective / rejected, the Contractor shall collect the same from the Employer's Stores, all incidental charges being borne by him (inclusive of Custom duty, if payable), within 30 days from the date of intimation to the Contractor of such rejection. The Employer reserves the right to dispose off the rejected items at the end of a total period of 90 days in any manner to the best advantage to the Employer and recover storage charges and any consequential damages, from sale proceeds of such disposal.

48. WORK TO BE TO SATISFACTION OF ENGINEER

Save in so far as it is considered legally or physically impossible by the Engineer and the Employer the Contractor shall execute complete and maintain the Works in strict in accordance with the Contract to the satisfaction of the Engineer and shall comply with and adhere strictly to the Engineer's instructions and directions on any matter (whether mentioned in the Contract or not) touching or concerning the works. The Contractor shall take instructions and directions only from the Engineer or (subject to the limitations referred to in clause 50 hereof) from the Engineer's Representative.

49. ACCESS FOR ENGINEER AND EMPLOYER

The Engineer and the Employer and any person authorized by them shall at all times have access to the Works and to the Site and to all Workshops and places where work is being prepared or whence materials, manufactured articles or machinery are being obtained for the Works and the Contractor shall afford every facility for and every assistance in obtaining the right to such access.

50. QUALITY OF MATERIALS & WORKMANSHIP AND TESTS

- i) All materials and workmanship shall be of the respective kinds described in the Contract and in accordance with the Engineer's instructions and shall be subjected from time to time to such tests as the Engineer may direct at the place of manufacture or fabrication or on the site or at all or any of such places. The Contractor shall provide such assistance instruments, machines, labour and materials as are normally required for examining, measuring and testing any work and the quality, weight or quantity of any material used and shall supply samples of materials before incorporation in the Works for testing as may be selected and required by the

Engineer.

ii) **COST OF SAMPLES**

All samples shall be supplied by the Contractor at his own cost if the supply thereof is clearly intended by or provided for in the Specification or Bill of Quantities but otherwise at the cost of the Employer.

iii) The cost of making any test shall be borne by the contractor if such test is clearly intended by or provided for in the Specification or Bill Of Quantities and/or (in the cases only of a test under load or of a test to ascertain whether the design of any finished or partially finished work is appropriate for the purpose which it was intended to fulfil) is particularized in the Specification or Bill Of Quantities in sufficient detail to enable the Contractor to price or allow for the same in his Tender.

iv) **COST OF TESTS NOT PROVIDED FOR ETC**

If any test is ordered by the Engineer Which Cost of is either:

- a. not so intended by or provided for or
- b. in the cases above mentioned) is not so particularized or
- c. though so intended or provided for is ordered by the Engineer to be carried out by an independent person at any place other than the Site or the place of manufacture or fabrication of the materials tested then the cost of such test shall be borne by the Contractor if the test shows the workmanship or materials not to be in accordance with the provisions of the Contract or the Engineer's instructions but otherwise by the Employer.

51. POSSESSION OF SITE

- i) Save in so far as the Contract may prescribe the extent of portions of the site. Which the Contractor is to be given possession from time to time and the order in which such portions shall be made available to him and subject to any requirement in the Contract as to the order in which the works shall be executed the Employer will give to the Contractor timely possession of such parts of the Site as may be required to enable the Contractor to commence and proceed with the constructions of the Works in accordance with the programme referred to clause 73 hereof (if any) and otherwise in accordance with such reasonable proposals as

the Contractor shall make in writing to the Engineer. If the Contractor suffers delay from failure on the part of the Employer to give possession in accordance with the terms of this Clause the Engineer shall grant an extension of time for the completion of the Works.

ii) **Way leaves Etc.**

The Contractor shall bear all expenses and charges for special or temporary way leaves required by him in connection with access to the Site. The Contractor shall also provide at his own cost any additional accommodation outside the Site required by him for the purpose of the work.

52. SUBCONTRACT & RIGHT OF EMPLOYER

The Bidder / Contractor shall under no circumstances undertake or subcontract any work / contract from or to any other Sub-contractor without prior written approval of the Competent Authority of Employer.

53. OPPORTUNITIES FOR OTHER CONTRACTORS

The Contractor shall in accordance with the requirements of the Engineer afford all reasonable opportunities for carrying out their work to any other contractors employed by the Employer and their workmen and to the workmen of the Employer and of any other duly constituted authorities who may be employed in the execution on or near the site of any work not included in the contract.

54. FACILITY PROVIDED BY EMPLOYER / EMPLOYER

The Employer would consider providing facilities like - compressed air, carnage facility for handling heavy loads for lowering onto the ship and water intended for use by the Bidder / Contractor for execution of contract for working within the Employer's premises at no extra cost to the Bidder / Contractor. Industrial gases, electrical power, office space / RU store facility may be provided only if possible and available, and only on CHARGEABLE BASIS, if so desired by the Bidder / Contractor.

55. NO NIGHT OR SUNDAY WORK.

- i) Subject to any provision to the contrary contained in the Contract none of the permanent work shall save as hereinafter provided be carried on during the night or on Sundays (if locally recognized as days of rest) or their locally recognized equivalent without the permission in writing of the Engineer save or when the work is unavoidable or absolutely necessary for the saving of life or property or for the safety of

the Works in which case the Contractor shall immediately advise the Engineer or the Engineer's Representative. Provided always that the provisions of this Clause shall not be applicable in the case of any work which it is customary to carry out by rotary or double shifts, or which has to be carried out under tidal conditions.

- ii) All work at night shall be carried out without unreasonable noise and disturbance. The Contractor shall indemnify the Employer from and against any liability for damages on account of noise or other disturbance created while or in carrying out the work and from and against all claims demands proceedings costs charges and expenses whatsoever in regard or in relation to such liability.

56. BOREHOLES AND EXPLORATORY EXCAVATION

If at any time during the execution of the works, the Engineer shall require the Contractor to make boreholes or to carry out exploratory excavation such requirement shall be ordered unless a provisional of clause 50 here of unless a provisional sum in respect of such anticipated work shall have been included in the Bill of Quantities.

57. WATCHING AND LIGHTING

The Contractor shall in connection with the Works provide and maintain at his own cost all lights, guards, fencing and watching when and where necessary or required by the Engineer or the Engineer's representative or by any duly constituted authority for the protection of the Works or for the safety and convenience of the public or others.

58. GIVING OF NOTICE AND PAYMENT OF FEES

- i) The Contractor shall at his own expenses give all notices and pay all fees required to be given or paid by any Central or State Government Act or Ordinance or any Regulation or Bye-laws of any local or other statutory authority in relation to the execution of the Works or of any Temporary Works and by the Rules and Regulations to all public bodies and companies whose property or rights are affected or may be affected in any way by the works or any temporary works. Provided always that the Contractor shall not be responsible for obtaining any planning permission which may be necessary in relation to the Works or for making application to the appropriate authority in respect of development charges or for payment of any sum which the appropriate authority may determine to be payable by way of

development charges.

ii) **CONTRACTOR'S RATES TO INCLUDE FEES, DUTIES ETC.**

The contractor shall pay (and the rates and prices named by him in the priced Bill Of Quantities and Schedules shall provide) all fees, octroi, general or sales tax, import and export duties, harbour dues, port rates, tolls pilotage, lighter age, landing charges, wharf age and all other imposts, charges and taxes including Income Tax, Service Tax Time & Costs for Import & Export Licenses etc. whatsoever in respect of the materials, labour, plant and all other things obtained or used by the Contractor for the execution and maintenance of the works or any temporary works.

59. INTERFERENCE WITH TRAFFIC AND ADJOINING PROPERTIES

All operations necessary for the execution, construction of any temporary works shall so far as compliance with the requirements of the contract permits be carried on so as not to interfere unnecessarily or improperly with the public convenience or the access to use and occupation of public or private roads and footpaths or to or of properties whether in the possession of the Employer or of any other person and the Contractor shall save harmless and indemnify the Employer in respect of all claims demands proceedings damages costs charges and expenses whatsoever arising out of or in relation to any such matters.

60. HEAVY TRAFFIC

- i) The Contractor shall use every reasonable means to prevent any of the highways or bridges communicating with or on the routes to the site from being damaged or injured by any traffic of the contractor or any of his sub-contractors and in particular shall select routes choose and use vehicles and restrict and distribute loads so that the movement of plant and materials to and from the site shall not damage or injure such highways and bridges.
- ii) Should any highway or bridge be damaged or injured by such traffic as aforesaid then:
 - a. If the highway or bridge is vested in or maintainable by the Employer, the Contractor shall at his own cost make good all such damage or injury to the entire satisfaction of the Employer or if the Employer shall prefer to do the making good the Contractor shall pay to the Employer or

the Employer may deduct from any monies due to the Contractor or otherwise recover from the Contractor so much of the cost incurred by the Employer in so making good the highway or bridge as shall be attributable to damage or injury caused by or due to much traffic as aforesaid.

- b. In any other case the Contractor shall indemnify and keep indemnified the Employer from and against and shall himself be responsible for and shall meet and discharge all claims demands proceedings damages and expenses in respect of any such damage or injury to highway or bridges.
- iii) Where the nature of the works is such as to require the use by the contractor of water-borne transport, the foregoing provisions of this clause shall be construed as though 'highway' included a lock, dock, sea wall or other structure related to a waterway and 'vehicle' included craft, and shall have effect accordingly.

61. CARE OF WORKS

From the commencement to the handing over of the works, the contractor shall take full responsibility for the care thereof and of all temporary works and in case any damage loss or injury shall happen to the works or to any part thereof or to any temporary works from any cause whatsoever (save and except the excepted risks as defined in sub-clause (ii) of this clause) shall at his own cost repair and make good the same so that at completion and handing over the works shall be in good order and condition and in conformity in every respect with the requirements of the contract and the Engineer's instructions. In the event of any such damage loss or injury happening from any of the excepted risks the contractor shall if and to the extent required by the Engineer and subject always to the provisions of clause 87 hereof repair and make good the same as aforesaid at the cost of the Employer. The contractor shall also be liable for any operations carried out by him for the purpose of complying with his obligations under clause 80 hereof.

62. EXAMINATION OF WORKS BEFORE COVERING UP

- i) No work shall be covered up or put out of view without the approval of the engineer and the contractor shall afford full opportunity or the engineer to examine and measure any work which is about to be covered up or put out of view and to examine foundations before permanent work is placed thereon. The Contractor shall give due notice to the Engineer

whenever any such work or foundations before permanent work is placed thereon. The contractor shall give due notice to the engineer whenever any such work or foundations is or are ready or about to be ready for examination and the engineer shall without unreasonable delay unless he considers it unnecessary and advises the contractor accordingly attend for the purpose of examining such foundations.

ii) **UNCOVERING AND MAKING OPENINGS**

The contractor shall uncover any part or parts of the work or make openings in or through the same as the engineer may from time to time direct and shall reinstate and make good such part or parts to the satisfaction of the engineer. If any such part or parts have been covered up or put out of view after compliance with the requirements of sub-clause (i) of this clause and are found to be executed in accordance with the contract the expenses of uncovering making openings in or through reinstating and making good the same shall be borne by the employer but in any other case all such expenses shall be borne by the contractor and shall be recoverable from him by the employer from any monies due or which may become due to the contractor.

63. RIGHT OF ENGINEER TO INSPECT AT PLACE OF MANUFACTURE ETC.

- i) The engineer shall during the progress of the works be entitled to inspect from time to time at the place of manufacture or preparation or getting any materials intended for incorporation in the permanent works and the Contractor shall make arrangements with his Contractors accordingly. The Engineer shall also be entitled upon such inspection to reject any such materials as are in his opinion not in accordance with the contract. Notwithstanding that materials may have been so inspected before delivery on the site, the engineer shall be entitled to reject any material after delivery found not be suitable or not in accordance with the contract.
- ii) The Engineer shall during the progress of the works have power to order in writing from time to time.
 - a. The removal from the site within such time or times as may be specified in the order of any materials which in the opinion of the Engineer are not in accordance with the contract.
 - b. The substitution of proper and suitable materials; and
 - c. The removal and proper re-execution (not

withstanding any previous test thereof or interim payment therefore) of any work which in respect of materials or workmanship is not in the opinion of the Engineer in accordance with the Contract.

iii) **Default of Contractor in compliance**

In case of defaults on the part of the Contractor in carrying out such order, the Employer shall be entitled to employ and pay other persons to carry out the same and all expenses consequent thereon or incidental thereto from him by the Employer or may be recoverable from him by the Employer or may be deducted by the Employer from any monies due or which may become due to the Contractor.

64. URGENT REPAIRS

If by reason of any accident or failure or other even occurring to in or in connection with the works or any part thereof either during the execution of the works or during the period of maintenance any remedial or other work or repair shall be in the opinion of the engineer or the engineer's representatives be urgently necessary for security and the contractor is unable or unwilling at once to do such work or repair the employer may his own or other workmen do such work or repairs as the Engineer or the Engineer's representative may consider necessary. If the work or repair so done by the Employer is, work which in the opinion of the Engineer, the Contractor was liable to do at his own expense under the contract all costs and charges properly incurred by the Employer in so doing shall on demand be paid by the contractor to the employer or may be deducted by the employer from any monies due to which may become due to the contractor. Provided always that the engineer or the engineer's representative (as the case may be) shall soon after the occurrence of any such emergency as may be reasonably practicable notify the contractor thereof in writing.

65. SITE TO BE KEPT CLEAR OF OBSTRUCTIONS

i) The contractor shall at all times keep the site free from obstruction except that which is the unavoidable result of the construction of the works and shall at any time if directed by the engineer clear away and remove from the site any redundant constructional plant surplus materials, rubbish, wreckage and temporary works no longer required.

ii) **Clearance of site on Completion**

On the completion of the works, the contractor shall clear away and remove from the site, all constructional plant surplus materials rubbish and temporary works of every kind

and leave the whole of the site and works clean and in a workmanlike condition to the satisfaction of the engineer.

66. EXECUTION OF WORKS - SUPERVISION ETC

i) Contractor's Superintendence

The Contractor shall give or provide all necessary superintendence during the execution of the works and as long thereafter as the engineer may consider necessary for the proper fulfilling of the contractor's obligations under the contract. The contractor or a competent and authorized agent or representative approved of in writing by the engineer (which approval at any time be withdrawn) is to be constantly on the works and shall give his whole time to the superintendence of the same and shall make himself available whenever called for by the engineer or his representative. If such approval shall be withdrawn by the Engineer, the contractor shall as soon as is practicable (having regard to the requirement of replacing him as hereinafter mentioned) after receiving written notice of such withdrawal remove the agent from the site and shall not thereafter employ him again on the site in any capacity and shall replace him by another agent approved by the engineer. Such authorized agent or representative shall receive on behalf of the contractor directions and instruction from the Engineer or the engineer's representative.

ii) The names, qualifications, training and experience of the contractor's agent or representative and other supervisory site staff shall be submitted to the engineer for approval before they are appointed and such agent or representative and senior supervisory staff shall speak the English language.

67. CONTRACTOR'S EMPLOYEES

- i) The contractor shall provide and employ on the site in connections with the execution and maintenance of the works.
- a. Only such technical assistance as are skilled and experienced in their respective callings and such sub-agents foremen and leading hands as are competent to give proper supervision to the work they required to supervise, and
 - b. Such skilled, semi-skilled and unskilled labour as is necessary for the proper and timely execution and maintenance of the works.

- ii) The Engineer shall be at liberty to object to and require the contractor to remove forth with from the works any person employed by the contractor in or about the execution or maintenance of the works who in the opinion of the engineer misconducts himself or is incompetent or negligent in the proper performance of his duties or whose employment is otherwise considered by the engineer to be undesirable and such person shall not be again employed upon the works without the written permission of the engineer. Any person so removed from the works shall be replaced without delay by a competent substitute approved by the engineer.

- iii) **COST OF CONTRACTOR'S EMPLOYEES.**

The rates and prices named by the contractor in the priced bill of quantities and schedules shall include salaries wages transport accommodation insurances allowances of all kinds and all expenses costs and charges whatsoever of and in connection with the contractor's agent and other employees and labour force.

68. RETURN OF CONTRACTOR'S EMPLOYEES.

- i) The contractor shall if required by the engineer deliver to the engineer or the engineer's representative at such intervals as the engineer may prescribe returns showing in detail the supervisory staff and numbers of the several classes of labour from time to time employed by the contractor and his sub-contractors on the site.

- ii) **SANITATION AT THE SITE**

The Contractor shall provide to the approval of the engineer and in such numbers as he may require sanitary arrangements at approved locations on the site for the supervisory staffs and labour of the contractor and his subcontractors. The contractor shall at all times during the continuance of the contract adopt such precautions as may be necessary to prevent soil or water pollution on the site (including any area occupied by temporary accommodation) and shall compel his and his sub-contractors' employees and labour to use the facilities provided which shall be carefully maintained throughout the currency of the contract to the satisfaction of the engineer.

- iii) **SANITARY REQUIREMENTS OF LOCAL AUTHORITIES**

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 on the Contractor's behalf.

iv) **ANTI-MALARIA PRECAUTIONS**

The contractor shall carry out all anti-malarial instructions given to him by engineer including (but not by way of limitation) the filling up of borrow pits and the treatment of standing water.

v) **DRINKING WATER**

The contractor shall make drinking water available for his supervisory staffs and labour to the satisfaction of the engineer.

vi) **OBSERVANCE BY SUB-CONTRACTORS**

The contractor shall be responsible for the observance of the provisions of this clause by sub-contractors employed by him in the execution of the works.

69. SETTING OUT

The contractor shall be responsible for the true and proper setting out of the works and for the correctness of the position, levels, dimensions and alignment of all parts of the works and for the provision of all necessary instruments, appliances and labour in connection there with. If at any time during the progress of the works, any error shall appear or arise in the position levels dimensions or alignment of any part of the works, the contractor on being required so to do by the engineer or the engineer's representative, shall at his own expense rectify such error to the satisfaction of the engineer or the engineer's representative unless such error is based on incorrect data supplied in writing by the engineer or the engineer's representative in which case the expense of rectifying the same shall be borne by the employer. The checking of any setting out or of any line or level by the engineer or the engineer's representative shall not in any way relieve the contractor of his responsibility for the correctness thereof and the contractor shall carefully protect and preserve all benchmarks, sight-rails, pegs and other things used in the setting out the works.

70. EXECUTION OF WORKS - TIME, DELAYS, etc.

Commencement of Works

The contractor shall commence the works on site within the period named in the tender after the receipt by him of any order in writing

to this effect from the engineer and shall proceed with the same with due expedition and without delay except as may be expressly sanctioned or ordered by the engineer or be wholly beyond the contractor's control.

71. TIME FOR COMPLETION

- i) Subject to any requirement in the specification as to completion of any portion of the works before completion of the whole, the whole of the works shall be completed with the time stated in the tender calculated from the date of the engineer's written order to commence the works or such extended time as may be allowed under clause 76 hereof.
- ii) Subject as aforesaid, the contractor will be free to decide the order and programme of the works and shall be responsible for providing and regulating the supply of all necessary plant labour and materials as required from time to time to complete the works and section of the works within the period named in the tender.
- iii) The contractor shall each month or more frequently review the progress of the works after which he shall take all necessary steps that may be required to remedy any delays.
- iv) The contractor shall notify the engineer each month or more frequently of any delay in the work, stating the cause and extent of the delay and the action being taken to remedy the delay.

72. PROGRESS REPORTING & MONITORING

- i) Where so stipulated in the order, the Contractor shall render such reports from time to time as regards the progress of the contract and in such a form as may be called for by the Employer.

73. PROGRAMME TO BE FURNISHED

- i) As soon as practicable after the acceptance of his tender, the contractor shall, if required, submit to the engineer for his approval a programme showing the order or procedure and method in which he proposes to carry out the works and shall whenever required by the engineer or the engineers representative furnish for his information particulars in writing of the contractors arrangements for the carrying out of the works and constructional plant and temporary works which the contractor intends to supply, use or construct as the case may be. The submission to and approval by the engineer or the engineer's representative of such programme or the furnishing of such particulars shall

not relieve the contractor of any of his duties or responsibilities under the contract, and the contractor shall be absolutely and solely responsible for the methods employed in carrying out the works

- ii) The schedule of plant submitted by the contractor in accordance with sub-clause (i) of this clause shall if approved by the engineer be deemed to form part of the contract. If necessary, the contractor shall at his own expense and in agreement with the engineer add to or amend the schedule of plant to suit the progress of the works.

74. RATE OF PROGRESS

- i) The whole of the materials plant and labour to be provided by the contractor in the mode manner and speed of execution and maintenance of the works are to be of a kind and conducted in a manner to the satisfaction of the engineer. Should the rate of progress of the works or any part thereof be at any time in the opinion of the engineer too slow to ensure the completion of the works by the prescribed time or extended time for completion, the engineer shall so notify the contractor in writing and the contractor shall there upon take such steps as the contractor may think necessary and the engineer may approve to expedite the progress as to complete the works by the prescribed time or extended time for completion. If the work is not being carried on by day and by night and the contractor shall request permission to work by night as well as by day, then if the engineer shall grant such permission, the contractor shall not be entitled to any additional payment for so doing but if such permission shall be refused and there shall be no equivalent practicable method of expediting the progress of the work, the time for completion shall be extended by such period as is solely attributable to such refusal.

75. SUSPENSION OF WORKS

- i) The contractor shall on the written order of the Engineer suspend the progress of the works or any part thereof for such time or times and in such manner as the engineer may consider necessary and shall during such suspension properly protect and secure the work so far as is necessary in the opinion of the engineer. The contractor will be allowed by the accepting Executive, extension of time (not less than the period of suspension) for completion of the item or the group of items of work for which a separate period of completion is given in the contract and of which

the suspended work forms a part but no other claims in this respect of completion or otherwise however shall be admitted.

- ii) If the progress of the works or any part thereof is suspended on the written order of the engineer for more than 90 days the contractor may serve a written notice on the engineer requiring permission within 28 days from the receipt thereof to proceed with the works or that part thereof in regard to which progress is suspended and if such permission is not granted within that time the contractor by a further written notice so serve may (but is not bound to) elect to treat the suspension where it affects part only of the works as an omission of such part under clause 77 hereof or where it affects the whole works as an abandonment of the contract by the employer.

76. EXTENSION OF TIME FOR COMPLETION

- i) All additional works and variations ordered by the engineer shall be completed within the contract time for completion of the section of the works to which they relate unless the amount of extra or additional work of any kind or other special circumstances of any kind whatsoever which may occur shall be such as fairly to entitle the contractor to an extension of time for completion in which case the engineer shall determine the amount of such extension. Provided that the engineer is not bound to take into account any extra or additional work or other special circumstances unless the contractor has within 28 days after such work has been commenced or such circumstances have arisen or as soon thereafter as is practicable delivered to the engineer's representative full and detailed particulars of any claim to extension of time to which he may consider himself entitled in order that such claim may be investigated at the time. Provided further that an extension of time for completion shall not entitle the contractor to any extra payment for expenses by way of increased overheads or otherwise.

77. EXECUTION OF WORKS - VARIATIONS

a. NO VARIATION UNLESS ORDERED

- i) The contractor shall not alter any of the works except in accordance with a Variation Order issue in writing by the engineer under the following provisions.
- ii) The engineer shall make any variation of the form quality or quantity of the works or any part thereof that

may in his opinion be necessary and for that purpose or if for any other reason it shall in his opinion be desirable shall have power to order the contractor to do and the contractor shall do any of the following:

- (a) Increase or decrease the quantity of work included in the contract.
- (b) Omit any such work
- (c) Change the levels lines positions and dimensions of any part of the works and
- (d) Execute additional or substituted work of any kind necessary for the completion of the works.

b. **CONTRACT NOT VITIATED BY VARIATIONS.**

- i) No variation order issued by the Engineer under sub-clause
- ii) of this clause shall in any way vitiate or invalidate the contract that the value (if any) of all variations ordered by the engineer shall be taken into account in ascertaining the contract price.

c. **VARIATIONS EXCLUDE MEASURE-MENT DIFFERENCE**

- i) Any increase or decrease of the quantities set out in the Bill of Quantities ascertained by measurement in accordance with Clause 89 hereof is not a variation within the meaning of this Clause 77.

78. VALUATION OF VARIATIONS

- i) The Engineer shall determine what adjustments (if any of the sums named in paragraph 1 of the tender) shall be made in respect of work done or omitted pursuant to a variation order. All such work shall be valued at the rates set out in the priced Bill of Quantities if the Engineer considers such rates to be applicable. If the priced Bill of Quantities does not contain any rates applicable to such work then suitable prices shall be agreed between the engineer and the contractor such prices being based upon the rates and prices in the priced Bill of Quantities so far as it is practicable to do so. In the event of disagreement, the Engineer shall fix such prices as he considers being reasonable and proper.
- ii) **Power of Engineer to fix rates**
If by reason of any Variation Order, the rate or price contained in the priced Bill of Quantities for any item of the works is in the opinion of the engineer

rendered unreasonable or inapplicable then a suitable rate or price shall be submitted by the contractor and on recommendation by the engineer will be subject to approval of the employer before acceptance.

iii) **NOTICE TO BE GIVEN**

No increase of the Contract Price under sub-clause (i) of Variation of rate or price and under and under sub-clause (ii) of this Clause shall be made unless 28 days after the date of the Variation Order notice is given in writing: -

- a. By the Contractor to the Engineer of his intention to claim extra payment or a varied rate or
- b. By the Engineer to the Contractor of his intention to vary a rate or price as the case may be.

iv) **COST OF REVISING CONTRACTORS PROGRAMME ETC.**

All rates and prices for variations agreed or determined pursuant to the foregoing provisions shall be deemed to include for any necessary revision of the Contractor's programme and his supervision labour and plant requirements and costs that the variations may entail.

79. DAY WORK

- i) In any Variation Order, the Engineer may if in his opinion it is necessary or desirable order in writing that any additional or substituted work shall be executed on a day work basis. The contractor shall then be paid for such work under the conditions set out in the Day work Schedule included in the Bill of quantities and at the rates and prices affixed thereto by him in his tender or in the absence thereof upon such terms consider to be proper and reasonable.
- ii) The Contractor shall furnish to the Engineer such receipts or other vouchers as may be necessary to prove the amounts paid and before ordering materials shall submit to the Engineer quotations for the same for his approval.
- iii) In respect of all work executed on a day work basis the Contractor shall during the continuance of such work deliver each day to the Engineer's representative an exact list in duplicate of the names occupation and time of all workmen employed on such work and statement also in duplicate showing the description and quantity of all materials and plant used thereon or therefore (other than plant which is included in the percentage addition in accordance with the schedule under which payment for day work is made). One copy of each list and statement when agreed will be signed

by the Engineer's representative and returned to the contractor. At the end of each month the contractor shall deliver to the Engineer's representative a priced statement of the labour materials and plant (except as aforesaid) used.

80. CLAIMS ADDITIONAL OR SUBSTITUTED WORK

- i) The Contractor shall send to the Engineer with each monthly statement to be submitted under sub-clause (i) of clause 92 hereof an account giving full and detailed particulars (including in the case of day work the above mentioned priced statement of labour, materials and plant) additional or substituted work ordered by the engineer (whether on a day work basis or otherwise) which the contractor has executed during the preceding month. No claim for payment for any such work will be considered which has not been included in such particulars unless the omission shall have been approved by the engineer in exceptional circumstances represented by the contractor to the engineer in writing before the end of the month in which the additional or substituted work is executed.

81. INDEMNITY BY CONTRACTOR

- i) The contractor shall (except if and so far as the specification provides otherwise) indemnify and keep indemnified the Employer against all losses and claims for injuries or damage to any person or any property whatsoever (including surface or other damage to land being or crops being on the site suffered by tenants or occupiers) which may arise out of or in consequence of the construction and maintenance of the works and against all claims demands proceedings damages costs charges and expenses whatsoever in respect of or in relation thereto. The Contractor shall further indemnify and keep indemnified the Employer against all claims demands proceedings damages cost charges and expenses whatsoever for which the Employer may become liable or which he may incur in consequence of any failure on the part of the contractor to comply with the provisions of clauses 57, 59 and 60 hereof (GT&C) and. Provided always that nothing herein contained shall be deemed to render the contractor liable for or in respect of or to indemnify the employer against any compensation or damages for or with respect to:
 - a. The permanent use of occupation of land by the works or any part thereof.
 - b. The right of the employer to construct the works or any

- part thereof on over under in or through any land.
- c. Interference whether temporary or permanent with any right of light airway or water or other easement or quasi-element which is the unavoidable result of the construction of the works in accordance with the contract.
 - d. Injuries or damage to persons or property resulting from any act or neglect done or committed during the currency of the contract by the employer his agents servants or other contractors (not being employed by the contractor) or for or in respect of any claims demands proceedings damages costs charges and expenses in respect thereof or in relation there to.

ii) **INDEMNITY BY EMPLOYER**

The Employer will save harmless and indemnify the contractor from and against all claims demands proceedings damages costs charges and expenses in respect of the matters referred to in the proviso to sub-clause (i) of this clause.

82. ACCIDENT OR INJURY TO WORKMEN

- i) The employer shall not be liable for or in respect of any damages or compensation payable at law in respect or in consequence of any accident or injury to any workman or other person in the employment of the contractor or any subcontractor save and except an accident or injury resulting from any act or default of the employer his agents or servants and the contractor shall indemnify and keep indemnified the employer against all such damages and compensation (save and except as aforesaid) and against all claims demands proceedings costs charges and expenses whatsoever in respect thereof or in relation thereto.

ii) **INSURANCE AGAINST ACCIDENT, ETC. TO WORKMEN**

The contractor shall insure against such liability and shall continue such insurance during the whole of the time that any persons are employed by him on the works. Provided always that in respect of any persons employed by any sub-contractor, the contractor's obligation to insure as aforesaid under this sub-clause shall be satisfied if the sub-contractor shall have insured against the liability in respect of such persons in such manner that the employer is indemnified under the policy.

83. INSURANCE OF WORKS ETC

- i) Without limiting his obligations and responsibilities under clause 61 hereof the contractor shall insure at his expense with a company to be approved by the employer in the joint names of the employer and the contractor against all loss or damage from whatever cause arising (other than the excepted risks) for which he is responsible under the terms of the contract
 - a. The works and the temporary works to the full value of such works executed from time to time.
 - b. The materials constructional plant and the things brought on to the site by the contractor to the full value of such materials constructional plant and other things. The value of the work to be insured will be specified in the Special conditions of contract.

84. THIRD PARTY INSURANCE

Before commencing the execution of the works, the contractor (but without limiting his obligations and responsibilities under clause 61 hereof) shall insure in the joint names of the employer and the contractor against any damage loss or injury which may occur to any property or to any person (including property and employees of the employer) by or arising out of the execution of the works or temporary works or in the carrying out of the contract otherwise than due to the matters referred to in the proviso to clause 67(i) hereof. Such insurance shall be effected from the insurance company of repute for at least full value of the contract till the completion period. The original policy shall be lodged with the employer and employer's name shall appear first in the insurance policy.

85. GENERAL PROVISIONS AS TO INSURANCE

- i) All insurance to be effected by the contractor under clauses 81, 82 and 83 hereof or otherwise under the contract shall be effected with an insurer and in terms approved by the employer (which approval shall not be unreasonably withheld) and the contractor shall whenever required produce to the engineer or the engineer's representative the policy or policies of insurance and the receipts for payment of the current premium and shall also procure to be so produced policies effected by his sub-contractors under clause 52 hereof and the receipts for the current premium there under.
- ii) All such insurances shall (save as otherwise expressly provided) be kept in force by the contractor in such manner

that the employer and contractor are covered during the period of construction of the works and are also covered during the period of maintenance for loss or damage occasioned by the contractor in the course of any operations carried out by him for the purpose of complying with his obligations under clause 95 hereof.

- iii) If the site where the works or part thereof are to be executed is the sea the insurance to be effected pursuant to these conditions shall include (but not by way of limitation) collision and other risks attaching to works and operations on under in or through the sea at the site.

86. REMEDY ON CONTRACTORS FAILURE TO INSURE

If the contractor shall fail to effect and keep in force the insurances referred to in clauses 82, 83 and 84 hereof or any other insurance which he may be required to effect under the terms of the contract then and in any such case the employer may effect and keep in force any such insurance and pay such premium or premiums as may be necessary for that purpose and from time to time deduct the amount so paid by the employer as aforesaid from any monies due or which may become due to the contractor or recover the same as a debt due from the contractor.

87. MEASUREMENT AND PAYMENT

i) **Quantities**

The quantities set out in the Bill of Quantities are the estimated quantities of the work but they are not to be taken as the actual and correct quantities of the works to be executed by the contractor in fulfilment of his obligations under the contract.

88. WORKS TO BE MEASURED

The engineer shall except as otherwise stated ascertain and determine by admeasurements the value in accordance with the contract of work done in accordance with the contract. He shall when he requires any part or parts of the works to be measured give notice to the contractor's authorised agent or representative who shall forthwith attend or send a qualified agent to assist the engineer or the engineer's representative in making such measurement and shall furnish all particulars required by either of them. Should the contractor not attend or neglect or omit to send such agent then the measurement made by the engineer or approved by him shall be taken to be the correct measurement of the work. For purpose of measuring such permanent work as is to be measured by record drawings the contractor's

representative shall prepare record drawings month by month of such work and the contractor when called upon to do so in writing shall within 14 days attend to examine and agree such record drawings with the engineer's representative and shall sign the same when so agreed and if the contractor does not so attend to examine and agree any such record drawings they shall be taken to be correct. If after examination of such record drawings the contractor does not agree the same or does not sign the same as agreed they shall nevertheless be taken to be correct unless the contractor shall within 14 days of such examination lodged with the engineer's representative for decision by the engineer notice in writing of the respects in which such record drawings are claimed by him to be incorrect.

89. METHOD OF MEASUREMENT. I. S. CODE

The works shall be measured notwithstanding any general or local custom except where otherwise specifically described or prescribed in the contract/ relevant IS Code.

90. PROVISIONAL SUMS

- i) Every provisional sum (other than P.C. prices under sub-clause
- ii) of this clause) set out in the bill of quantities (whether for work to be executed by the contractor which has not been specified in detail when the contract is entered into or for work to be executed by a nominated sub-contractor as hereinafter defined) together with the charges and profits (if any) which the contractor shall have added to such sums shall be deducted from the contract price and in lieu thereof there shall be added to the contract price.
 - a. Where work to which the provisional sum relates has been ordered by the engineer and executed by the contractor the value of the work so executed valued in accordance with clause 78 hereof and
 - b. Where work to which the provisional sum relates has been ordered by the Engineer and executed by a nominated sub-contractor (as hereinafter defined) the sub or sums actually paid by the contractor to such sub-contractor on the direction of the engineer and (if the contractor shall have added to the provisional sum to which the work relates any sums in respect of charges and profits) an sum in the same proportion to the sum so actually paid as the said charges and profits bear to the said provisional sum

iii) **PRIME COST ITEMS**

Every sum in the bill of quantities which contains (either as the whole or part of the sum) a prime cost (P.C.) price for goods or materials to be supplied for or for incorporation into the works shall be varied by the substitution for the prime cost price of the actual price paid by the contractor for the goods or materials on the direction of the engineer and the contract price shall be increased or decreased (as the case may be) by the amount by which the sum in the bill of quantities is increased or decreased by such substitution. No variation shall be made to or in respect of any sum added for labours to the prime cost price on account of the said actual prices being greater or less than the prime cost but in respect of all other charges and profit there shall be added or deducted as the case may be a sum representing such percentage as provided in the bill of quantities in relation to the particular item of prime cost concerned.

iv) **USE OF PROVISIONAL AND CONTINGENCY ITEMS**

All sums set out in the bill of quantities, which shall be stated to be provisional or for contingencies shall be used only at the direction and discretion of the Engineer and if not used either whole or in part shall as to the amount not used be deducted from the contract price.

v) **PRODUCTION OF VOUCHERS ETC**

The contractor shall when required by the engineer produce all quotations invoices, vouchers and accounts or receipts in connection with expenditure in respect of provisional or prime cost items.

91. NOMINATED SUB- CONTRACTORS

- i) All specialists merchants tradesmen and others executing any work or supplying any goods for which provisional or prime cost sums are included in the Bill of Quantities who may have been or be nominated or selected or approved by the employer or the engineer and all persons to whom by virtue of the provisions of the bill of quantities or specification the contractor is required to sub-let any work shall in the execution of such work or the supply of such goods be deemed to be sub-contractors employed by the contractor and are hereinafter referred to as "nominated sub-contractors". Provided always that the contractor shall not be required by the employer or the engineer or be deemed to be under any obligation to employ any nominated sub-

contractor who shall decline to enter into a sub-contract with the contractor containing provisions

- a. That in respect of the work or goods the subject of the sub contract the subcontractor will undertake towards the contractor the like obligations and liabilities as are imposed upon the contractor towards the employer by the terms of the contract and will save harmless and indemnify the contractor from and against the same and from all claims demands proceedings damages costs charges and expenses whatsoever arising out of or in connection with any failure to perform such obligations or to fulfil such liabilities and
- b. That the sub-contractor will save harmless and indemnify the contractor from and against any negligence by the sub-contractor his agents workmen and servants and from and against any issue by him or them of any constructional plant or temporary works provided by the contractor for the purposes of the contract and from all claims as aforesaid.

ii) **PAYMENT TO NOMINATED SUB- CONTRACTORS**

Before issuing under clause 94 hereof any certificate which includes any payment in respect of work done or goods supplied by any nominated sub-contractor the engineer shall be entitled to demand from the contractor reasonable proof that all payments (less retentions) included in previous certificates in respect of the work or goods of such nominated sub-contractor have been paid or discharged by the contractor in default whereof unless the contractor shall –

- a. inform the Engineer in writing that he has reasonable cause for withholding or refusing to make such payment and
- b. produce to the engineer reasonable proof that he has so informed such nominated sub-contractor in writing the employer shall be entitled to pay to such nominated sub-contractor direct upon the certificate of the engineer all payments (less retention) which the contractor has failed to make to such nominated sub-contractor and to deduct by way of set-off the amount so paid by the employer from any sums due or which become due from the employer to the contractor.

Provided always that where the engineer has certified and the employer has paid direct as aforesaid the

engineer shall issuing any further certificate in favour of the contractor deduct from the amount thereof the amount so paid direct as aforesaid but shall not withhold or delay the issue of the certificate itself when due to be issued under the terms of the contract.

92.

i) **PAYMENT ON ACCOUNT**

The Contractor shall submit to the Engineer at the end of each month a statement showing the estimated contract value of the permanent work executed up to the end of the month (if such value shall justify the issue of an interim certificate) and the contractor will be paid on the certificate of the Engineer the amount due to him on account of the estimated contract value of the permanent work executed as the Engineer may consider fair and reasonable for any Preliminaries Temporary Works or Constructional Plant for which separate amounts are provided in the Bill Of Quantities subject to a retention of the percentage named in the Tender until the amount retained shall reach "Limit Of Retention Money" named in the Tender (hereinafter called the retention money). Provided always that no interim certificate shall be issued for a less sum than that named in the tender at one time.

ii) **FINAL STATEMENTS**

The Contractor's final statement showing in detail the total quantities and values of the works actually executed under the contract shall be delivered to the engineer within three months after the date of issue of the Certificate of completion under clause 94 hereof or latest such certificate if more than one and the contractor shall be paid on the certificate of the engineer the amount due to the contractor for the works actually executed under the contract less the aggregate amount of all previous payments made to the Contractor under the provisions of this clause. Full effect shall be given to this sub-clause notwithstanding that at the date of issue of the Engineer's certificate relevant to the Contractor's final statement there may be outstanding works which the contractor has undertaken to complete during the period of maintenance but the employer shall be entitled to withhold payment of such sums as shall in the opinion of the engineer represent the cost of such outstanding works until they are completed.

iii) **PAYMENT OF RETENTION MONEY**

One half of the retention money shall become due and shall be paid to the contractor when the engineer shall certify in writing

that the works have been substantially completed and the other half shall be paid to the contractor within twenty-eight days after the expiration of the defects liability period notwithstanding that at such time there may be outstanding claims by the contractor against the employer.

Provided always that if at such time there shall remain to be executed by the contractor any works ordered during such period pursuant to clauses 95 and 96 hereof the employer shall be entitled to withhold payment until the completion of such works of so much of the second half of the retention money as shall in the opinion of the engineer represent the cost of the works so remaining to be executed.

Provided further that in the event of different maintenance periods having become applicable to different parts of the works pursuant to clause 94 hereof the expression "expression of the Period of Maintenance" shall for the purposes of this sub-clause be deemed to mean the expiration of the latest of such periods.

iv) **CORRECTION AND WITHHOLDING OF CERTIFICATES**

The Engineer may by any certificate make any correction or modification in any previous certificate which have been issued by him and shall have power to withhold any certificate if the works or any part thereof are not being carried out to his satisfaction.

v) **CURRENCY**

Unless specially agreed otherwise by the employer before the acceptance of the tender, the contract price shall be paid wholly in India in rupees.

vi) **RECOVERY OF SUMS DUE FROM CONTRACTOR**

Whenever under this contract any sum of money shall be recoverable from or payable by the contractor the same may be deducted from any sum then due to the contractor under this contract or any other contract.

vii) **POST PAYMENT AUDIT AND TECHNICAL EXAMINATION**

The employer reserves the right until the end of the maintenance period to carry out a post-payment audit and technical examination of the final bill including all supporting vouchers abstracts, etc. If as a result of such audit and technical examination any overpayment is discovered in respect of any work done by the contractor or alleged to have been done by him under the contract, it shall be recovered by the employer from the contractor by any or all of the methods described above or if any underpayment discovered the

amount shall be duly paid to the contractor by the employer.

93. NO RESPONSIBILITY UPON ENGINEER FOR PAYMENT

Nothing in the contract or arising out of the relationship between the employer and the engineer shall place any responsibility upon engineer for any payment to the contractor for or in respect of the works or other obligations of the contractor hereunder.

94. MAINTENANCE AND MAINTENANCE CERTIFICATE

CERTIFICATE FOR VIRTUAL COMPLETION OF WORKS

As soon as in the opinion of the Engineer the works shall have been substantially completed and shall have satisfactorily passed any final test that may be prescribed by the contract the engineer shall on receiving a written undertaking by the contractor to finish any outstanding work during the period of maintenance issue to the employer (with a copy to the contractor) a certificate of virtual completion in respect of the works and the period of maintenance of works shall commence from the date of such certificate. Provided that the engineer may give such a certificate with respect to any part of the works before the completion of the whole of the works and shall upon the written application of the contractor give such certificate with respect to any substantial part of the works which has been both completed to the satisfaction of the engineer and occupied or used by the employer and when any such certificate is given in respect of a part of the works such part shall be considered as completed and the period of maintenance of such part shall commence from the date of such certificate. Provided also that a certificate of virtual completion given in accordance with the foregoing provisions of any of the works occupied and used as aforesaid shall not be deemed to certify completion of any ground or surfaces requiring reinstatement unless such certificate shall expressly so state.

95. DEFINITION OF DEFECT LIABILITY PERIOD

- i) In these conditions the expression "Defect Liability Period" shall mean the period of maintenance in the tender calculated from the date of virtual completion of the works certified by the engineer or in the event of more than one certificate having been issued by the engineer under the said clause from the respective dates so certified and in relation to the period of maintenance the expression "the works" shall be construed accordingly.

ii) **Execution of work of repair Etc.**

To the intent that the works shall comply in all respects with

the contract (fair wear and tear during the Defects Liability Period only expected) the contractor shall execute all such work or repair amendment/reconstruction/rectification and making good of defects /imperfections /shrinkages or other faults as may be required of the contractor in writing by the engineer during the defects liability period for within fourteen days after its expiration as a result of an inspection made by or on behalf of the engineer prior to its expiration.

iii) **COST OF EXECUTION OF REPAIR WORK ETC**

All such work shall be carried out by the contractor at his own expenses if the necessity thereof shall in the opinion of the engineer be due to the use of materials or workmanship not in accordance with the contract or to neglect or failure on the part of the contractor to comply with any obligations expressed or implied on the contractor's part under the contract. If in the opinion of the engineer such necessity shall be due to any other cause the value of such work shall be ascertained and paid for as it were additional work

iv) **REMEDY ON CONTRACTOR'S FAILURE TO CARRY OUT WORK REQUIRED**

If the contractor shall fail to do any such work as aforesaid required by the engineer, the employer shall be entitled to carry out such work by his own workmen or by other contractors and if such work which the contractor should have carried out at the contractor's own cost shall be entitled to recover from the contractor and cost thereof or may deduct the same from any monies due or that become due to the contractor.

96. CONTRACTOR TO SEARCH FOR CAUSE OF DEFECT ETC

The Contractor shall if required by the engineer in writing search for the cause of any defect, imperfection or fault under the directions of the engineer. Unless such defect imperfection or fault shall be one for which the contractor is liable under the contract the cost of the work carried out by the contractor in searching as aforesaid shall be borne by the employer. But if such imperfection or fault shall be one for which the contractor is liable as aforesaid the cost of the work carried out in searching as aforesaid shall be borne by the contractor and he shall in such case repair rectify and make good such defect imperfection or fault at his own expenses in accordance with the provisions of clause 95 hereof.

97. APPROVAL ONLY BY MAINTENANCE CERTIFICATE

No certificate other than the maintenance certificate referred to in clause 98 hereof shall be deemed to constitute approval of any work or other matter in respect of which it is issued or shall be taken as an admission of the due performance of the accuracy of any claim or demand made by the contractor or of additional or varied work having been ordered by the engineer nor shall any other certificate conclude or prejudice any of the powers of the engineer.

98. MAINTENANCE CERTIFICATE

i) The contract shall not be considered as completed until a Maintenance Certificate have been signed by the engineer and delivered to the employer stating that the works have been signed by the engineer and delivered to the employer stating that the works have been completed and maintained to his satisfaction. The maintenance certificate shall be given by the engineer twenty-eight days after the expiration of the Period Of Maintenance (or if different periods of maintenance shall become applicable to different parts of the works the expiration of latest such period) or as soon thereafter as any works ordered during such period pursuant to clauses 95 and 96 hereof shall have been completed to the satisfaction of the engineer and full effect shall be given to the clause notwithstanding any previous entry on the works or the taking possession working or using thereof or any part thereof by the employer. Provided always that the issue of the maintenance certificate shall not be a condition precedent to payment to the contractor of the second half of retention money in accordance with clause 92 hereof.

ii) **CESSATION OF EMPLOYER'S LIABILITY.**

The employer shall not be liable to the contractor for any matter or thing arising out of or in connection with the contract or the execution of the works unless the contractor shall have made a claim in writing in respect thereof before the giving of the maintenance certificate under this clause.

iii) **UNFULFILLED OBLIGATIONS**

Notwithstanding the issue of the maintenance certificate, the contractor and (subject to sub-clause (ii) of this clause), the employer shall remain liable for the fulfilment of any obligation incurred under the provisions of the contract prior to the issue of the maintenance certificate which remains unperformed at the time such certificate is issued and for the

purposes of determining the nature and extent of any such obligation the contract shall be deemed to remain in force between the parties as hereto.

99. SPECIAL RISKS AND FRUSTRATION

i) NO LIABILITY FOR WAR, ETC., RISKS

Not with standing anything in the contract contained:

The contractor shall be under no liability whatsoever whether by way of indemnity or otherwise for or in respect of destruction of or damage to the works (Save to work condemned under the provisions of clause 63 hereof to the occurrence of any special risk hereinafter mentioned) or temporary works or to property whether of the injury or loss of life which is the consequence whether direct or indirect of war hostilities (whether war be declared or not) invasion act of foreign enemies rebellions revolution insurrection or military or usurped power riot civil war or commotion or disorder otherwise than among the contractor's own workmen (hereinafter comprehensively referred to as the said special risks) and the employer shall indemnify and save harmless the contractor against and from all claims demands proceedings damages costs charges and expenses whatsoever arising there from or in connection therewith and shall compensate the contractor for any loss of or damage to property of the contractor used or intended to be used for the purposes of the works (including property in transit to the site) and occasioned either directly or indirectly by the said special risks and for the purposes of this clause the expression "property of the contractor" shall include any plant brought to on the site by the contractor the property in which is vested in the employer under the terms of clause 91 hereof.

ii) DAMAGE TO WORKS ETC, BY SPECIAL RISKS

If the works or temporary works or any materials (whether for the former or the latter) on or near the site shall sustain destruction or damage by reason of any of the said special risks the contractor shall nevertheless be entitled to payment for any permanent work and for any materials so destroyed or damaged and the contractor shall be entitled to be paid by the employer the cost of making good any such destruction or damage whether to the works or the temporary works and of replacing or making good such materials so far as may be required by the engineer or as may be necessary for the completion of the works on a prime

costs basis plus such profit as the engineer may certify to be reasonable.

iii) **PROJECTILES, MISSILES ETC**

Destruction damage injury or loss of life caused by the explosion or impact whenever and wherever occurring of any bomb shell grenade or other projectile missile munitions or explosive of war shall be deemed to be a consequence of the said special risks.

iv) **INCREASED COSTS ARISING FROM SPECIAL RISKS**

The employer shall repay to the contractor any increased cost of or incidental to the execution of the works (other than such as may be attributable to the cost of reconstructing work condemned under the provisions of clause 63 hereof prior to the occurrence of any special risk) which is howsoever attributable to or consequent on or the result of or in any way whatsoever connection with said special risks (subject however the provisions in this clause hereinafter contained in regard to outbreak of war) but the contractor shall as soon as any such increase of cost shall come to his knowledge forthwith notify the engineer thereof in writing.

v) **OUTBREAK OF WAR**

If during the currency of the contract there shall be an outbreak of war (whether war is declared or not) in any part of the world which whether financially or otherwise materially affects the execution of the works, the contractor shall unless and until the contract is determined under the provisions in this clause contained use his best endeavours to complete the execution of the works provided always that the employer shall be entitled at any time after such outbreak of war to determine this contract by giving notice in writing to the contractor and upon such notice being given this contract shall (save as to the rights of the parties under this clause and to the operation terminate but without prejudice to the rights of either party in respect of any antecedent breach thereof.

vi) **REMOVAL OF PLANT ON DETERMINATION**

If the contract shall be determined under the provisions of the last preceding sub- clause the contractor shall with all reasonable dispatch remove from the site all constructional plant and shall give similar facilities to his sub-contractors to do so.

vii) **PAYMENT IF CONTRACT DETERMINED**

If the contract shall be determined as aforesaid, the contractor shall be paid by the employer (insofar as such amounts on items shall not have already been covered by payments on account made to the contractor) for all work executed prior to the date of determination at the rates and prices provided in the contract and in addition:

- a. The amounts payable in respect of any preliminary items so far as the work or service comprised therein has been carried out or performed and a proper proportion as certified by the engineer of any such items the work or service comprised in which has been partially carried out or performed.
- b. The cost of materials or goods reasonably ordered for the works or temporary works which shall have been delivered to the contractor or of which the contractor is legally liable to accept delivery (such materials or goods becoming the property of the employer upon such payment being made by him.
- c. A sum to be certified by the engineer being the amount of any expenditure reasonably incurred by the contractor in the expectation of completing the whole of the works insofar as such expenditure shall not have been covered by the payments in this sub-clause before mentioned.
- d. Any additional sum payable under the provisions of sub-clauses (i), (ii) & (iv) of this clause.
- e. The reasonable cost of removal under sub-clause (vi) of this clause and (if required by the contractor) return thereof to the contractor's main plant yard in his country of registration.
- f. The reasonable cost of repatriation of all the contractor's staff and workmen employed on or in connection with the works at the time of such termination.

Provided always that against any payments due from the employer under this sub-clause the employer shall be entitled to be credited with any outstanding balances due from the contractor for advances (if any) in respect of plant and materials and any sum previously paid by the employer to the contractor in respect of the execution of the works.

100. PAYMENT IN EVENT OF FRUSTRATION

In the event of the contract being frustrated whether by war or otherwise howsoever, the sum payable by the employer to the contractor in respect of the work executed shall be the same as

that which would have been payable under clause 83 hereof if the contract had been determined under the provisions of clause 99 (vii).

101. MISCELLANEOUS

ASSIGN-MENT

The contractor shall not assign the contract or any part thereof or any benefit or interest there in or there under (other than a charge in favour of the contractor's bankers of any monies due or to become due under this contract) without the prior written consent of the employer.

102. SUB-LETTING

The contractor shall not sub-let the whole of the works except where otherwise provided by the contract, the contractor shall not sub-let any part of the works without the prior written consent of the engineer (which shall not be unreasonably withheld) and such consent if given shall not relieve the contractor from any liability or obligations under the contract and he shall be responsible for the acts defaults and neglects of any sub-contractor his agents servants or workmen as fully as if they were the acts defaults or neglects of the contractor his agents servants or workmen. The sub-contractor shall be selected in consultation with the engineer. Provided always that the provision of labour on a piece- work basis shall not be deemed to be sub-letting under this clause, but the contractor shall not employ a sub-contractor for the supply of labour without the prior approval of the engineer. In the event of subletting without the permission of Employer, the contract is liable to be terminated without notice and the Bidder/Contractor is debarred all from future tender enquiries / work order.

i) Employers Property

- a. The Employer would provide on demand the requisite material to be supplied as per the Contract. On completion / execution of the contract a reconciliation statement detailing quantity of material issued, quantity used for the contract, scrap generated, quantity returned to Stores and certificate regarding protection of Intellectual Property Rights will have to be submitted along with certified Invoice/s before payment/s are effected. Any excess consumption of material on account of wastage / damage, re-work not attributable to Employer will be suitably recovered from the Bidder / Contractor.
- b. On completion of work in any location, the contractor

must ensure that the place is left in a reasonably clean state and all scrap/rubble/debris/refuse is transferred to nearby scrap/ Garbage /refuse bins.

ii) **VESTING OF CERTAIN PLANT**

All constructional plant temporary works and materials owned by the contractor or by any company in which the contractor has a controlling interest shall when brought on to the site (or in the case of hire purchase plant on the site on its becoming the property of the contractor) immediately be deemed to become the property of the employer.

iii) **CONDITIONS OF HIRE OF CERTAIN PLANT**

With a view to securing the event of a forfeiture the continued availability for the purposes of executing the works of any essential hired plant the contractor shall not bring onto the site any essential hired plant unless the agreement for hire thereof contains a provision that the owner thereof will on request in writing made by the employer within seven days after the date on which any such forfeiture has become effective and on the employer undertaking to pay all hire charges in respect thereof from such date hire such essential hired plant to the employer on the same terms in all respects as the same was hired to the contractor save that the employer shall be entitled to permit the use thereof by any other contractor employed by him for the purpose of completing the works

iv) **COST OF PURCHASE FOR CLAUSE 10 OF STACS**

In the event of the employer entering into any agreement for hire of essential hired plant pursuant to the provisions of sub-clause iii) of this clause all sums properly paid by the employer under the provisions of any such agreement and all expenses incurred by him (including stamp duties) in entering into such agreement shall be deemed to be part of the cost of completing the works.

v) **CONTRACTOR'S CERTIFICATE AS TO HIRING PROVISIONS**

The contractor shall upon request made by the engineer at any time in relation to any item of essential hired plant forthwith notify to the engineer in writing the name and address of the owner thereof and shall certify that the agreement for the hire thereof contains a provision in accordance with the requirements of sub-clause (iii) of this

clause. The contractor shall also upon request as aforesaid give a like notification (but without certificate) in regard to any Hire Purchase Plant.

vi) HIRE PURCHASE PAYMENTS BY EMPLOYER

The employer shall in order to avoid seizure by the owner of any hire purchase plant be entitled to pay to such owner the amount of any overdue instalment or other sum payable under any agreement for hire purchase in the event of his doing so any amount so paid by him shall be a debt due from the contractor to the employer and may be deducted by the employer from any moneys due or that may become due to the contractor under the contract or may be recovered by the employer from the contractor at law.

vii) IRREMOVABILITY OF CERTAIN PLANT ETC.

No Constructional Plant, Temporary Works of materials or any part thereof (except hired plant) shall be removed from the site without the written consent of the engineer which consent shall not be unreasonably withheld where the same is not immediately required for the purpose of completion of works but the employer will permit the contractor the exclusive use of all such Constructional Plant Temporary Works and materials in and for the completion of the works until the occurrence of any event which gives the employer the right to exclude the contractor from the site and proceed with the completion of works.

viii) RE-VESTING AND REMOVAL OF PLANT

Upon removal of any such Constructional Plant Temporary Works or materials as have been deemed to have become the property of the employer under sub-clause (ii) of this clause with consent as aforesaid the property therein shall be deemed to revest in the contractor and upon completion of the works the property in the remainder of such Constructional Plant Temporary Works and materials as aforesaid shall subject to the provisions be deemed to revest in the contractor who shall remove the same together with any essential hired plant and hire purchase plant. If the contractor shall fail to remove any constructional plant temporary works or materials as aforesaid or any essential hire plant or hired purchase plant within such reasonable time after completion of the works as may be allowed by the engineer then the employer may:

- a.** Sell any such constructional plant temporary works and materials as aforesaid, and

b. Return at the contractor's expense to the person firm or company from whom any essential hire plant or hire purchase plant was held by the contractor such essential hired plant or hire purchase plant and after deducting from any proceeds of sale the costs charges and expenses of and in connection with such sale and of and in connection with return as aforesaid shall pay the balance (if any) to the contractor but to the extent that the proceeds of any sale are insufficient to meet all such costs charges and expenses the excess shall be a debt due from the contractor to the employer and shall be deductible or recoverable by the employer accordingly as aforesaid.

ix) **LIABILITY FOR LOSS OF OR INJURY TO PLANT**

The employer shall not at any time be liable for the loss of or injury to any of the constructional plant temporary works or materials which have been deemed to become the property of the employer under sub-clause(ii) of this clause save as mentioned in clauses 61 and 99 hereof.

x) **INCORPORATION OF CLAUSES IN SUB-CONTRACTS**

The contractor shall when entering into any sub-contract for the execution of any part of the works incorporate in such sub-contract (by reference or otherwise) the provision of this clause in relation to constructional plant temporary works and materials essential hired plant and hire purchase plant brought on to the site by the sub-contractor.

103. NO APPROVAL BY VESTING

The operation of the preceding clause shall not be deemed to imply any approval by the engineer of the materials or other matters referred to therein nor shall it prevent the rejection of any such materials at any time by the engineer.

104. FOSSILS ETC

All fossils coins articles of value or antiquity and structures and other remains or things of geological or archaeological interest discovered on the site of the works shall as between the employer and the contractor be deemed to the absolute property of the employer and the contractor shall take reasonable precautions to prevent his workmen or any other persons from removing or damaging any such articles or thing and shall immediately upon discovery thereof and before removal acquaint the engineer's

representative of such discovery and carry out at the expense of the employer the engineer's representative's orders as to the disposal of the same.

105. RECOVERY-ADJUSTMENT PROVISIONS

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

106. TAXES & DUTIES / STATUTORY LEVIES

- i) Taxes and duties applicable, if any, would be allowed at actual provided the bidder indicates in his bid the taxes and duties applicable and the amount on which they are reckoned. Taxes shall be deducted at source wherever applicable (e.g. Income tax) from the bills of the Contractor / bidder as per statutes.
- ii) Stamp Duty (Applicable only for the Work Contracts): It shall be incumbent on the successful tenderer to pay Stamp duty on the contract. As per the provision made in article 63, Schedule-I, read with section 30, of the Maharashtra Stamp Act (Bombay Act LX of 1958), Stamp duty is payable by the successful tenderer for "works contract" that is to say, a contract for works and labour or services involving transfer of property in goods (whether as goods or in some other form) in its executions and includes a sub-contract, as under:

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

107. TECHNOLOGICAL DEVELOPMENTS / MODIFICATIONS

The Bidder / Contractor shall unconditionally and free of cost to the Employer transfer information on technological developments/ innovations /modifications which the Bidder / Contractor would

evolve in future (within 3 years) in relation to the supplied equipment. To enable this, the Employer's address shall be added to the contractor's / bidder's mailing list or database or any other document maintained for dissemination of product information and the Employer shall be informed of the action taken in this regard. If such improvements /modifications are brought in by the contractor's/ bidder's

Design Department in the course of manufacture of equipment ordered by the Employer, the Bidder / Contractor shall incorporate such improved versions in the equipment without any extra cost to the Employer.

If the Employer be desirous of getting incorporated all post supply modifications / improvements arising out of technological developments to the original equipment supplied by the Bidder / Contractor, the Bidder /Contractor, shall quote for and carry out all such modifications to the equipment.

Where the whole or a portion of the equipment has been specifically developed by the Bidder / Contractor for the Owner and the latter would through the Employer be bearing the entire or part of the development cost incurred by the Bidder / Contractor, the design rights for the whole or portion thereof, of the equipment as appropriate, shall vest in the Owners.

Prior approval of the Owner should be obtained before similar articles are sold / supplied to any other party other than the Owner. If such approval is given and sale is effected, the Bidder / Contractor shall pay to the Owner royalty at the rate mutually agreed to.

108. EXPORT LICENCE

The export licenses that may be required for delivery of the various items/equipment to MDL shall be arranged by the bidder from the concerned authorities in their country.

109. BANNED OR DE-LISTED CONTRACTORS / FIRMS

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

i) COMMUNICATION & LANGUAGE FOR DOCUMENTATION

Any letter, facsimile message, e-mail intimation or notice sent to the Bidder / Contractor at the last known address mentioned in the offer / order shall be deemed to be valid communication

for the purpose of the order/contract. Unless stated otherwise by the Employer, Language for communication & all documentation shall be same which the Employer has used in the tender enquiry.

ii) **SERVICES OF NOTICES ON EMPLOYER**

Any notice to be given to the employer under the terms of the contract shall be served by sending the same by post to or leaving the same at the employer's last known address (or in the event of the employer being a company to or at its registered office).

110. PREFERENCETIAL PURCHASE FROM & START-UPS:

- i) MDL has right to place order on Start-ups meeting following criteria: 20% of the of the tendered quantity can be ordered on techno-commercially qualified Start-ups in case emerged L1 bidder is other than Start-up and Start-up firm agrees to match L1 prices. In case if Start-up firm emerges as L1, an initial order for 20% shall be released to monitor performance & subsequently upon successful execution order for balance 80% quantity shall be placed. Presently Circular No. 113 dated 18/02/2016/G.S.R180 (E) is applicable.