



माझगांव डॉक शिपबिल्डर्स लिमिटेड

(भारत सरकार का उपक्रम)

राष्ट्र के पोत निर्माता
डॉकयार्ड रोड, माझगांव
मुंबई - 400 010

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 हिस्सो में

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

मंडल: समवाय

DIVISION: CORPORATE

विभाग: तकनीकी सेवाएँ

DEPARTMENT: TECHNICAL SERVICES

निविदा क्रमांक:1900000176

TENDER NO: 1900000176

निविदा जारी दिनांक: 11 दिसम्बर 2023

TENDER DATE: 11 December 2023

निविदा देय दिनांक एवं समय: 02 जनवरी 2024 दोपहर 02:30 बजे

CLOSING DATE & TIME: 02 January 2024 at 1430 Hrs.

भाग १ - तकनीकी एवं वाणिज्यिक हिस्सा खोलने (ऑनलाइन) कि तिथि एवं समय: 03 जनवरी 2024 दोपहर 1430 बजेसे



Online Opening of Part-I (Techno-commercial Bid): 03 January 2024, 1430 Hrs. IST onwards

माझगांव डॉक शिपबिल्डर लिमिटेड प्रासिद्ध निविदाकर्ताओं / विक्रेताओं से निम्नलिखित कार्य के लिए प्रतियोगी ऑनलाइन निविदाएँ दो हिस्सों में (भाग १ - तकनीकी एवं वाणिज्यिक हिस्सा और भाग २ - मूल्य हिस्सा) अपने ई-प्रॉक्यूरमेंट पोर्टल <http://eprocuremdl.nic.in> पे 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 <http://eprocuremdl.nic.in> for the following Work / Services:

कार्य का वर्णन **DESCRIPTION OF WORK**

**एम.डी.एल. के फैक्ट्री और आवासीय परिसर में
एकीकृत सुविधा प्रबंधन सेवाएँ.**

**Integrated Facility Management Services in
MDL Factory and Residential Premises.**

निविदा क्र: 1900000176
TENDER NO: 1900000176



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1. प्रस्तावना /PREAMBLE

- 1.1. Mazagon Dock Shipbuilders Ltd. (MDL), hereinafter referred as Employer (Client), is a Public Sector Undertaking fully owned by the Government of India under the administrative control of Department of Defence production, Ministry of Defence.
- 1.2. MDL's main business/ activities are Shipbuilding, Submarine Construction and Heavy Engineering Works.
- 1.3. MDL intends to avail Integrated Facility Management Services in MDL Factory (North Yard, South Yard, East Yard & Alcock Yard) at Mumbai and Residential Premises at Mumbai & Navi Mumbai.

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

A. Integrated Facility Management Services in North Yard, South Yard, Alcock Yard and Residential Areas

2.1. Housekeeping Services & Supply of Items:

- i. Housekeeping Manpower for MDL Yard & MDL Residential Area including Belapur Quarters.
- ii. Washing of Main Roads in NY, SY.
- iii. Cleaning of Compound Walls, Boundary Walls, Gates, Fire Shed, Parking Shed in Residential Area, Drainages using Suction cum Water Jet Machine, Service Trenches, Fresh Water Tanks,
- iv. Glass Façade Cleaning of Mazdock House Building, Service Block Building, MDRC/ Gymnasium in Residential Area, New Security Complex.
- v. Supply of Hand Wash/ Liquid Soap, Hand Sanitizer, Wall Mount Soap Dispenser, Dustbins, Mat/ Carpet
- vi. Hiring of Cherry Picker Lift
- vii. Removal, Transportation and Disposal of Debris with the help of Dumpers.
- viii. Supply of Water Tankers

2.2. Garden Maintenance Activities:

- i. Creation and Maintenance of Gardens, Potted Plants
- ii. Removal of unwanted growth of plants, bushes, grass etc. from walls, surroundings of docks, open areas etc. at NY, SY, Removal of grass and wild growth scattered in the open premises of Alcock Yard and Removal of Wild Growth & Vegetation from Buildings of NY, SY, ALY & Residential Buildings.
- iii. Trimming of Trees, Disposal of fallen Trees

2.3. Supply of Garden Materials

2.4. Pest Control Services:

- i. Anti-Rodent Treatment Services
- ii. Mosquito Management Services
- iii. Removal of Honeycomb
- iv. Termite Treatment
- v. Treatment for Cockroaches
- vi. Bed Bug Treatment

2.5. Operation & Maintenance of Road Sweeper Machine:

- i. CAMC for Road Sweeper Machine
- ii. Supply of Operator & Helper
- iii. Spare Items for Road Sweeper Machine

2.6. Maintenance of Bio Waste Compost Machine

2.7. Liftmen Services

2.8. Pump Operator Services



B. Integrated Facility Management Services in East Yard

- 2.9. Housekeeping and Cleaning in MDL EY Premises
- 2.10. Supply of various Sanitization items, Repellent items, Carpentry & Plumbing Items & Housekeeping items, Garden plants & materials, Water purifier filters etc. indicated in Tender BOQ.
- 2.11. Creation of & Maintenance new Gardens
- 2.12. Maintenance of Potted Plants
- 2.13. Removal of grass and wild growth scatter, vegetation on buildings
- 2.14. Creation of Vertical Wall Garden or Green Wall Garden
- 2.15. Supply of Manpower- Painters with painting materials & Mason with civil work materials indicated in tender BOQ, Liftmen,
- 2.16. Pest Control Services – Mosquito Control Service, Honey Comb Removal, Anti Termite Treatment, Rodent Treatment, Cockroach & Ant Treatment, Bed Bugs Control.
- 2.17. O&M of Water Management System & Fire Fighting System
- 2.18. Painting & Cement Washing of Potable Water Tanks
- 2.19. Potability Test of Water samples
- 2.20. Preventive maintenance/ servicing/ supply & fixing of spare parts of rolling shutters in EY & ALY.

Note: The quantities of all services are indicative. However, the Integrated Facility Management Services may not be availed or may be availed in full / partial or the quantities may increase during the course of contract period. The payment would be made at actual.

Bidders shall refer detailed Standard Operating Procedures, Scope of Work and Specifications etc. attached separately at Enclosure-21A & 21B.

The services under Enclosure-21A shall be certified by Executive of rank CM & above of TS-YUC Section and services under Enclosure-21B shall be certified by Executive of rank CM & above of MTC-EY Section.

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

A. INSTRUCTION FOR BIDDING:

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 working days prior to tender closing date) and not wait for last minute submission of their bids. MDL reserves the right for grant of extension or otherwise without assigning any reason. Bidder's failure to complete submission of their online bids in time on account of reasons such as SLOW SPEED OF SERVER, TECHNICAL PROBLEMS etc. shall not be entertained and EXTENSION OF SUBMISSION TIME shall not be granted on this account.

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' between Hindi and English Versions of the Tender Clauses, English Version will prevail.



3.4. The online bid can be submitted by the authorized representative of the bidder as detailed below,
a) By the Proprietor, in case of a proprietary firm; or
b) By a Partner, in case of a partnership firm and/or a limited liability partnership;
c) By a duly authorized person holding the Power of Attorney, in case of a Limited or Private Limited Company or a corporation.

3.5. 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 DGM (TS), MDL. Contact details are as under:

MDL	
Smt. Madhu Sah, DGM/HOD (TS-Comm) Email: msah@mazdock.com Tel No: +91 22 23764225 Mob No: 8879788201	Shri. J. M. Dabhi, DM (TS-Comm) Mail: tscomm@mazdock.com Tel No: +91 22 23764233 Mob No: 7506704597

3.6. 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.

3.7. 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.

3.8. The bidder shall not take any benefit of grammatical or printing mistakes, which may have occurred.

3.9. DEVIATIONS:- Deviations, if any, from Terms, Conditions & Technical requirements specified in the Tender Enquiry, 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.

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

3.11. MDL reserves the right to seek clarification / deficient documents from all the bidders quoted against the tender if number of the techno-commercially qualified bids are less than X + 5 where X is the number of orders/contracts proposed to be placed.

B. INSTRUCTION FOR BIDDERS:

3.12. Bidders are advised to visit the site and acquaint themselves with all relevant facility requirements prior to bidding. It shall be the bidder's responsibility to take any relevant measurements and assumptions and request any clarification on technical scope within the tender due dates. No correspondence or pretexts shall be entertained in this matter in future. The bidder shall visit all the facilities of MDL and clearly understand the Scope of Work/Standard Operating Procedures and requirements stipulated in the tender. The bidder shall seek clarification, if any, with the representative(s) of EICs -Yard Upkeep Cell



(YUC) in Technical Services Department as well as MTC-EY Dept. of MDL and submit Vendor Declaration as per **Enclosure-30**.

- 3.13. The qualifications and relevant documentation of Managerial staff employed as per Scope Of Work under this contract may be sought by MDL office at any time. A copy of all relevant documents for the same shall be maintained at the premises.
- 3.14. The Service Provider shall be responsible for payment of any compensation /settlement of any liability arising out of any death or injury caused to the person employed by him for rendering the jobs under the contract, either under the Workmen Compensation Act or any act in force at that time.
- 3.15. The Service Provider shall be responsible for all injury to persons or damage to the structural and/or decorative part of property which may arise from the operation or neglect of himself or any sub Service Provider or any of his or sub-Service Provider's employees, whether such injury or damage arise from carelessness, accident or any other cause whatever in any way connected with execution of this contract. The Service Provider shall indemnify MDL and hold MDL harmless in respect of all and any expenses arising from any such injury or damage to person or property as aforesaid and also in respect of any claim made in respect of injury or damage under any act of government or otherwise and also in respect of any award of compensation or damage consequent upon such claim.
- 3.16. MDL shall be at liberty and is hereby empowered to deduct the amount of any damage, compensation, costs, charges and expenses arising or occurring from in respect of any such claim or damage from any sum or sums due or to become due to the Service Provider.
- 3.17. If at any time during the period of the contract, it is observed by MDL or by its authorized representative/s that the service rendered by the Service Provider's personnel are not to the satisfaction of the Owner or any terms of the contract violated, MDL reserves the right to terminate the contract with immediate effect.
- 3.18. It shall be the responsibility of the Service Provider to ensure that no unlawful act is done by his person(s) while on duty. In case of loss or damage of the Owner's property i.e equipment, furniture, facilities and utilities due to negligence, carelessness or for any other reason attributable to the person(s) deployed by the successful Service Provider, he will be responsible and shall make good the same else recovery at market rates would be effected from the service provider invoices and the material/item repaired at his cost. The decision of Officer In Charge (MDL) about the recovery would be final.
- 3.19. The Service Provider shall be solely responsible for setting / resolving any dispute /claim of his/ her personnel during the pendency of the Contract and no liability shall accrue to MDL under any circumstances even after expiry of the contract.
- 3.20. Service Provider's personnel deployed for carrying out the contractual obligation, while on duty should wear tidy and proper uniform. The Service Provider will provide at least two sets of uniform per year (pant & shirt or dress whichever applicable) to each of persons deployed by service provider and will be responsible for maintenance of the uniforms. The person deployed is required to be always in uniform while they are on duty. There shall be **DISTINGUISHING& DIFFERENT UNIFORMS** for the different categories of the staff under this contract:
 - a. Workers / Labour Staff
 - b. Supervisor Staff
 - c. Facility Executives / Coordinators
 - d. Facility Manager
- 3.21. All personnel deployed at site should carry Identity badge and wear safety shoes at all times in duty hours& PPE while at work.
- 3.22. The Service Provider shall provide at his cost, all necessary protective clothing and equipment to enable his/her/their personnel to carry out their work with complete safety, especially in job those are related to working at height.
- 3.23. The successful Service Provider shall keep daily record of inventory /materials and housekeeping of items / equipment and store. Successful Service Provider shall ensure that daily log report of all the jobs carried out and the performance /inspection report by the



persons deployed for the purpose of this contract is maintained at office premises of MDL. This Daily log report should be checked and counter signed by the Service Provider on a monthly basis and produced before the officer- in-charge of MDL whenever asked to do so. A monthly report of all the jobs carried out during the month should accompany the monthly bill.

- 3.24. The stationery required for maintaining the job-records (inventory and log reports) will be provided by the Service Provider at no extra cost to MDL. At the end of the contract period, the original records are to be retained at MDL.
- 3.25. The Contractor shall keep MDL indemnified from and against all personal and third party claims whatsoever arising out of any commission or omission by Contractor or his employees, or representatives as the case may be.
- 3.26. The Contractor shall give vacant possession of the facilities/premises made available to the Contractor by MDL and return all furniture, fixture, equipment and other items made available by MDL in good condition after the contractual period is over or if the contract is terminated earlier. Handing over of the vacant possession of the premises and equipment etc. shall be effected within 7 days of the completion of the period of contract or termination of the contract. If the Contractor fails to do so then MDL shall be free to take possession of the premises by opening lock(s), if necessary, and make out an inventory of all furniture material and equipment and shall be free to deduct from the Contractor's bill(s) or Security Deposit, any item found to be missing at the replacement cost of the material/equipment, furniture etc. given to the Contractor by MDL.
- 3.27. Organization Chart with details of Key Personnel along with their experience on their payroll.
- 3.28. Bidders Declaration on Visit of the MDL Facilities as per tender clause.
- 3.29. List of current commitments/ orders in hand in respect of Facility Management as per tender clause format, indicating order value, name of the client and address, completion period. All necessary documents in support of the list viz. work order with detailed scope of work should be provided.
- 3.30. List of Facility Manager and Facility Executives on bidder's payroll for minimum 02 years as on 01 October 2023 as per **Enclosure-31**.
- 3.31. The Contract may be extended for a period, mutually agreed, at the same rates, terms & conditions, if the Contractor's services are found satisfactory. The total extended period, either in single stage or multiple stages shall, however, not exceed ONE Year.
- 3.32. The Service Provider shall deploy his manpower for three days in advance from the start date of the contract to acquaint himself /staff with complete work/ system layout and schematics at no extra cost to MDL.
- 3.33. The Service Provider shall deploy his manpower for three days after the date of expiry of the contract to enable the incoming Service Provider and his staff to acquaint with the complete work and schematics at no extra cost to MDL.
- 3.34. The payment against invoices will be made between 15 to 20 days of its receipt in MDL along with all the necessary documents including measurement sheets, SAP generated work completion certificate indicating deduction if any duly signed & stamped by EIC, copy(s) of invoices of materials, wherever applicable as per tender clause format, Monthly Equipment Operational Report along with Work Done Reports. etc. to be submitted to EICs (TS-YUC).

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
 - a) By registering with above referred portal for User ID and password.
 - b) By obtaining class III B DSC (Digital Signature Certificate) for secured bidding.



- 4.3. For any further details on e-tendering & Digital Signature Certificate (DSC), following are the contact details – email: eproc-support@gov.in , global support number - +91-120-4200462/+91-120-4001002, Mobile No - +918826246593.
- 4.4. For uploading the tender details, DSCs issued by the following are acceptable: i) n-Code ii) MTNL iii) TCS iv) SIFY
- 4.5. For mapping of DSC, representative of National Informatics Centre may be contacted.
- 4.6. Bidders who had earlier participated in MDL tenders on e-Procurement portal <https://mdl.eproc.in> need to register again on the current e-Procurement portal <https://eprocuremdl.nic.in>.

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

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

- 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:-
- Bidder's Undertaking at **Enclosure-1**.
 - 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**.
 - 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 **Enclosure-4**.
 - Deviations, if any, from Terms, Conditions & Technical requirements specified in the Tender Enquiry, GT&C and STACS with reasons thereof shall be clearly indicated against the relevant clause(s) in the format attached at **Enclosure-5**.
 - CA certified Average Audited Annual financial turnover during the last 3 years ending **31st March, 2022** for at least **₹ 646 Lakhs**, duly self-attested and stamped with their company seal. If any cash transaction is included in the turnover (statement of Profit & Loss), the same will not be considered for turnover value.
 - Bidders shall upload scanned copies of Audit certified Balance Sheets & Profit/Loss Accounts for the last 3 years. Draft Audited Reports are not acceptable.
 - BLANK.**
 - Documentary evidence in support of the Work / Purchase Order, Work Completion Certificate/ Proof of payment with Tax Invoice or any other evidence that confirms that the work is completed which is issued by the party for whom the work is done, stipulated under **Clause7**, as applicable in the format attached at **Enclosure-8**.
 - List of Key Personnel available for this Project, in the format attached at **Enclosure-9**
 - Bidder shall submit Declaration certificate for Local Content as per **Clause 40** & in the format attached at **Enclosure-10(B)**. **A Sample filled up Form is appended for reference.**
 - Bidder shall submit Declaration in respect of restriction under Rule 144 (xi) of the General Financial Rules (GFRs), 2017 in the format attached at **Enclosure-10 (E)**.
 - Bidder shall submit Declaration in respect debarred under Public Procurement Policy (PPP) Make In India (MII) order, in the format attached at **Enclosure-10 (F)**.
 - Bidder shall submit Declaration for Banned or delisted Tenderer/firms/Vendors as per **Clause38** and in the format attached at **Enclosure-11**.
 - 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,**

विभाग प्रमुख(तकनीकी सेवाएँ),
तकनीकी सेवाएँ विभाग,
प्रथम तल, उत्तर ब्लॉक 5,
□ ल्कोक यार्ड, माझगांव डॉक शिपबिल्डर्स लिमिटेड,
डॉकयार्ड रोड, मुंबई - 400 010 (भारत)
**Head of Department (Technical Services),
Technical Services Department,
1st Floor, North Block 5,
Alcock Yard,
Mazagon Dock Shipbuilders Limited,
Dock Yard Road,
Mumbai - 400010 (INDIA)**

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

- o. In case Bidder is registered with **NSIC** in the relevant category as defined in the similar work, bidder **may upload scanned copy(s)** of Valid Registration Certificate along with the list of items / services for which they are registered with NSIC. Similarly, Bidders registered as **Micro / Small Enterprises (MSEs) shall upload scanned copy(s)** of Valid **UDYAM Registration Certificate**, issued by the Competent Authority.
- q. The scanned image of the Integrity Pact (IP) duly signed and stamped on all pages as stipulated in **TEF clause no. 10 and Enclosure-13** shall be uploaded. The original of the Integrity Pact shall be sent by Registered Post/Speed Post/Courier in a sealed envelope super scribing Tender Enquiry No. and Due date, so as to reach within **07 Days** from the closing date of the tender during office working hours i.e. up to 1730 hrs, **to the above address.**
- r. Scanned copy of Bank details for payment by NEFT/RTGS/ECS with authenticated by the Banker in the format attached at **Enclosure-14.**
- s. **BLANK**
- t. Scanned copy of **GST Registration Certificate & Permanent Account Number (PAN).**
- u. Bidders shall submit the scanned copy unique **GeM seller ID.**
- v. Scanned copy of Valid **Bidders Shop and establishment registration certificate or registration certificate** from registrar of firms or certificate of incorporation from Registrar of Companies (Not required for permanent registered vendors with MDL).
- w. In case of Bidder registered with Mazagon Dock Shipbuilders Limited **may upload scanned copy** of Valid Registration Certificate issued by MDL, for the items/services for which the offer is being submitted.
- x. Scanned copy of Bidder's company profile.
- y. List of Equipment with its Model / Year / working status along with details of manufacturing facilities.
- z. Power of Attorney, in case of a Limited or Private Limited Company or a corporation.
- aa. Organization Chart with details of Key Personnel along with their experience on their payroll.
- bb. Bidders Declaration on visit of the MDL Facilities as per format at **Enclosure-30.**
- cc. List of current commitments/ orders in hand in respect of Facility Management as per format at **Enclosure-28** indicating order value, name of the client and address, completion period. All necessary documents in support of the list viz. work order with detailed scope of work should be provided.



- dd. CHECKLIST OF SUBMITTALS attached along with online Technical Bid as per format at **Enclosure-26**.
- ee. Declaration in respect of Conflict of Interest among Bidders/ Agents as per format at **Enclosure-29**, duly signed and stamped..
- ff. Corrigendum if any
- gg. List of Facility Manager and Facility Executives on bidder's payroll for minimum 02 years as on 01 October 2023 as per **Enclosure-31**.

Notes:

- i) MDL has a right to verify / cause verification of authenticity of the PQC documents whenever felt necessary. 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.**
- ii) The bidder is required to compulsorily select "ACCEPTED" or "DEVIATION" from the choices available against the relevant Para no. / Clause no. of TEF/STACS/GT&C (as applicable). In case "DEVIATION" is selected against a particular Para no. / Clause no., it would be mandatory to explain the deviation proposed by the bidder in the Deviation form at **Enclosure-5**. Any deviation(s) mentioned elsewhere in the Offer/Bid, other than in the said forms, will not be considered.

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

- a. Price Bid as appearing in the format is to be filled ONLINE ONLY by the Bidder.
- b. The estimated rates for various items in the Bill of Quantities (BOQ) are as appearing online in the Price Bid (Part-II).
- c. The quantities of individual items in the BOQ are approximate and may vary.
- d. Bidders after considering the estimated rates of individual items in the BOQ and the total estimated value shall quote their overall percentage at par, below or above the estimated rates.
- e. The percentage quoted/agreed by the Bidder shall be applied to the estimated rates of individual items in the BOQ, trunking off to two decimal places, to arrive at the order value.
- f. The Lowest Bidder (L1) shall be evaluated based on the overall cost quoted by the bidder including applicable Goods & Service Tax and loading criteria if any.
- g. However, Purchase Preference in line with Clause No 40.2 and 40.5 shall be given to MSE bidder/Class I Local Supplier.

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 <http://eprocuremdl.nic.in> prior to the original or extended tender closing date & time.

7. पूर्व योग्यता मापदंड/ PRE-QUALIFICATION CRITERIA:

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

Bidder's experience of having executed/completed *similar services during last 7 years ending original tender closing date should be either of the following:

- 7.1.1. समान पूर्ण सेवाओं के तीन अनुबंध / आदेश प्रत्येक की कीमत ₹1800 लाख से कम न हो।
Three contracts/orders of similar completed services each of not less than ₹1800 Lakhs.

OR

- 7.1.2. समान पूर्ण सेवाओं के दो अनुबंध / आदेश प्रत्येक की कीमत ₹2200 लाख से कम न हो।



Two contracts/orders of similar completed services each of not less than **₹2200 Lakhs.**

OR

7.1.3. **समान पूर्ण सेवाओं के एक □ नुबंध / आदेश प्रत्येक की कीमत ₹3500 लाख से कम न हो।**

One contract/order of similar completed services of not less than **₹3500 Lakhs.**

***Similar Services:**

"Providing Facility Management Services (FMS) comprising Housekeeping, Garden Maintenance and Creation in PSUs/ Govt. Offices/ Corporate Offices/ Railways/ Industrial Complexes/ Residential Township/ Shopping Malls/ Hospitals/ Airports".

7.2. **BLANK**

7.3. 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

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

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

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

7.6. Start-ups are exempted from submission of prior turnover details and prior experience/PO copies. **This exemption will be granted only for the services identified and displayed on MDL website under Start-up icon** which can be rendered / outsourced from Startups without compromising on quality and technical specifications.

7.7. Separate orders for housekeeping and gardening activities is not acceptable. The offer shall be rejected.

Note:

- a) The value of similar completed services in a contract will be considered for PQC even if the contract is not fully completed.
- b) The date of Order/Contract can be older but completion period shall be within last 07 years ending till the original tender closing date.
- c) The Work Completion Certificate shall contain following details:
 - (i) Particulars of the work and contract number and Date;
 - (ii) Original Contract Value;
 - (iii) Details of Growth Of Work / amendments, if any;
 - (iv) Date of commencement of the work;
 - (v) Date of completion as per original contract agreement;
 - (vi) Actual date of completion;
 - (vii) Actual completion cost;
 - (viii) Extension of time, if any granted;
 - (ix) Defect liability period, if any;
 - (x) Any other details as per the requirements.



7.8. **Right to reject any or all bids** : MDL reserves its right to accept or reject any or all bids, abandon / cancel the tender process, and issue another tender for the same or similar Goods/Services at any time before the award of the contract. It would have no liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for such action(s).

7.9. **Contacting MDL during the evaluation** : From the time of bid submission to awarding the contract, no bidder shall contact MDL on any matter relating to the submitted bid. If a Bidder needs to contact MDL for any reason relating to this tender and/ or its bid, it should do so only in writing or electronically. Any effort by a Bidder to influence MDL during the processing of bids, evaluation, bid comparison or award decisions shall be construed as a violation of the Code of Integrity, and bid shall be liable to be rejected as nonresponsive in addition to other punitive actions for violation of Code of Integrity as per the Tender Document.

8. **स्थल मुआयना /SITE VISIT:**

8.1. The site for the work is located in North Yard, South Yard, East Yard, Alcock Yard, Residential Premises at Dockyard Road (Mumbai) and CBD Belapur (Navi 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 4233/ 4223 or email: tscomm@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 **Rs 10,00,000/- (Rupees Ten Lakhs 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.mazagondock.in
- Click on **Online Payment** Tab available on the home page
- Click on the **Tender** Tab.
- Make the payment online using Debit Cards, Credit cards, Net Banking, BHIM/UPI etc. after filling the required details.

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

Name Of Bank A/C Holder	Mazagon Dock Shipbuilders Limited
Bank and Branch	State Bank of India, Commercial Branch, Fort, Mumbai-400023
Account No	11079519138
Account Type	Current Account
IFSC Code	SBIN0006070
SWIFT Code	SBININBB101



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. EMD can also be submitted in the form of Bank Guarantee in the prescribed format at **Enclosure-15**. The Bank Guarantee should be valid for **04 more weeks** beyond the offer validity period indicated in the Tender and should be drawn from any of the banks in the list of approved Banks by SBI/Canara Bank published on MDL website www.mazagondock.in → Vendors → Bills/EMD Status → List of First Class Bank approved by SBI on 24 April 2017. 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.

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

9.7. Bidder shall send the original of the Bank Guarantee towards Earnest Money Deposit (EMD) by Registered Post/Speed Post/Courier/In Person so as to reach the designated addressee within **07 Working Days** from the closing date of the tender during office working hours i.e. up to 1730 hrs. Timely submission of the original EMD instrument is the responsibility of the bidders and no reasons / excuses in this regard will be entertained by MDL. The Address Label of the Designated Addressee is at **Enclosure-27**

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

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

9.10. EMD of successful bidder will be returned after submission of Security Deposit and shall be interest free.

9.11. The Earnest Money Deposit shall be forfeited by MDL in the following events:
a) If the bidder withdraws, amends, impairs or derogates from the tender, agreed conditions of TNC/CNC/PNC in any respect within the period of validity of his offer.
b) If the successful bidder declines acceptance of order.

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

9.12.1. State & Central Government of India Departments & Public Sector Undertakings.

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

9.12.3. Firms registered with NSIC under its "Single Point Registration Scheme" (Exemption will apply only to items/services & value up to which bidders are registered with NSIC). To qualify for EMD exemption, firms should necessarily submit valid copy of the Registration Certificate along with the list of items / services for which they are



registered, as issued by NSIC, in Part-I offer / bid. Firms in the process of obtaining NSIC registration will not be considered for EMD exemption.

9.12.4. Micro and Small Enterprises who are manufacturer or Service Provider and give specific confirmation to this effect at the time of bid submission and whose credentials are validated online through Udyam Registration (as validated by Government from time to time) and through uploaded supporting documents.

9.12.5. Common/Deemed DPSU registred vendors qualify for EMD ememption. 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.

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

9.12.7. Start-ups as recognized by Department of Industrial Policy and Promotion (DIPP).

9.12.8. The recognised institutes such as VJTI/IIT.

9.13. EMD can also be submitted by way of Demand Draft / Pay order / Insurance Security Bond / e-Bank Guarantee in favour of Mazagon Dock Shipbuilders Limited, Mumbai from the list of Banks approved by SBI / Canara Bank published on MDL website. Crossed DD / Pay Order issued by Co-operative banks however may be considered to be accepted and the bid would be considered accordingly.

9.14. Bidders are encouraged to advice their banker to send EMD directly to TS-Commercial department or through SWIFT to dispense with additional step of verification of authenticity of signatories. In case of EMD transmitted through SWIFT, it shall be the responsibility of the bidder that he directs the receiving banker to forward the message duly authenticated to the concerned commercial executive mentioned in the tender.

9.15. EMD shall be forfeited in the following cases:

- a) Bidder withdraws, amends, impairs or derogates from the tender, agreed conditions of TNC / PNC in any respect within the period of validity of his offer.
- b) Non-acceptance of order.

10. खंडता समझौता /INTEGRITY PACT:

10.1. The Pact essentially envisages an agreement between the prospective vendors / bidders and MDL committing the persons / officials of both the parties, not to exercise any corrupt influence on any aspect of the contract.

10.2. Only **those vendors / bidders who enter into such an Integrity Pact with MDL would be competent to participate in the bidding.**

10.3. The Integrity Pact would be effective from the stage of invitation of bids till the complete execution of the contract. This pact begins when both parties have signed it. It expires for the Contractor **12 months** after the last payment under the contract and for all other bidders, **06 months** after the contract has been awarded.

10.4. Bidders shall upload the signed Integrity Pact duly signed and stamped on all pages, as per format enclosed at **Enclosure-13** in the online Techno-Commercial Bid (Part-I). The hard



copy of the **'INTEGRITY PACT'** shall be submitted in the office of Technical Services Department, Mazagon Dock Shipbuilders Limited within 07 Days after closing of the tender.

10.5. The Integrity Pact would be signed by the Competent Authority in MDL & a copy returned to the bidder.

10.6. MDL has appointed **Independent External Monitors (IEMs)**, who will monitor the tender process and the execution of the contract, for compliance with all relevant laws, rules, regulations, economic use of resources and for fairness / transparency in its relations with its Bidder(s) and /or Contractor(s). The names and complete address with contact details of the IEMs are displayed on MDL's website www.mazagondock.in.

11. **वैधता □ वधि /VALIDITY PERIOD:**

11.1. Bids / Offers shall remain valid for a period of not less than **150 Days** after the deadline date of submission.

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

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

12.1. **Part-I (Techno-commercial Bid):** Part-I bid will be opened online on the due tender opening date from 1430 hrs onwards in Technical Services Department. The bidder can view the tender online by logging their user ID on the portal <http://eprocuremdl.nic.in>

12.2. **Part-II (Price Bid):** After completion of Technical scrutiny, intimation for opening of Part-II bid will be communicated only to technically accepted bidders. Such intimation may be given at a short notice by Fax, E-mail or even by telephone, only to the technically accepted bidder(s). The bidders can view the price bids online from their location by logging on to the portal <http://eprocuremdl.nic.in> with their Class-III B digital signature certificate.

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

13.1. The bids shall be evaluated on "all inclusive basis" considering the rates quoted by the bidders in the Price Bid (Part-II) & applicable GST and loading parameters, as applicable. In this context please refer **Clause no. 14 & Clause no. 18** of Tender Enquiry Form (TEF) for detailed information.

14. **श्रेणीबद्ध □ स्वीकृति मानदंड / CATEGORICAL 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 PPP MII order 2017, GeM, CPPP including Tender holiday issued by MDL.
- 14.1.4. Bids received without Integrity Pact duly signed by the bidder on each page.
- 14.1.5. Bids received without EMD (other than those who are exempted from payment of EMD).



14.2. **Liabile for Rejection Criteria :** Non-compliance/non-acceptance to any of the terms and conditions of the tender other than following shall render the bid liable for rejection;
(a) Clause mentioned under loading criteria at Clause No. 15.

15. बोलियों को श्रेणीबद्ध करने हेतु भार लादने का मापदंड /LOADING CRITERIA FOR RANKING OF BIDS:

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

- 15.1.1. Varied payment terms quoted by indigenous bidders as compared to the terms stated in the tender document shall be normalized by adopting the Prime Lending Rate of State Bank of India plus 2% thereon on the amount (s) at variation and / or for the period (in no. of days) at variation and LIBOR / EURIBOR rates plus 2% or 6% whichever is higher in case of foreign bidders.
- 15.1.2. If the bidder seeks advance payment at a lower rate of interest than the rate specified in the tender document, then only the differential amount of interest shall be loaded to the quoted price.
- 15.1.3. Any variation regarding the base date for price variation clause as compared to the base date specified in the Tender document shall be loaded to the quoted price for the period of variation in between the base date as per Tender document and the Bid(s) submitted by the Bidder(s) at the rate specified in the tender document.
- 15.1.4. Bidder(s) are advised to peruse the loading criteria thoroughly and understand the same. In case of doubt, bidders are required to get clarification on the same prior to submission of their bid(s). Revision of price bids due to reason of lack of clarity on loading factors shall not be allowed.

16. समापन □ वधि /DELIVERY PERIOD/COMPLETION SCHEDULE:

16.1. The Completion period for entire work shall be **24 (TWENTY FOUR) MONTHS from the date of Placement of Purchase Order** excluding mobilization period of 21 days.

16.2. The Contract may be extended for a period, mutually agreed, at the same rates, terms & conditions, if the Contractor's services are found satisfactory. The total extended period, either in single stage or multiple stages shall, however, not exceed ONE Year.

17. लामबन्धी /MOBILIZATION:

17.1. The Contractor shall deploy his manpower within 21(Twenty One) days from the date of placement of Order.

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 the Client.

18.2. **Tie Breaker :** When multiple vendors quote same price for particular item(s)/services under such situation, following action in given sequence shall be done:

- (a) 50-50 qty to be given to each.
- (b) lottery option to be exercised after above option is not conclusive.

19. कर और शुल्क /TAXES AND DUTIES:



19.1. GST as per GST Laws shall be payable extra as quoted and agreed. Bidders shall quote the amounts of Taxes and Duties as applicable, separately, duly indicating the base amount(s) and the applicable rate(s). Wherever Exemption Certificates are issued, no liability for payment of taxes and duties arises and hence taxes and duties shall not be reimbursed / allowed.

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 unregistered 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: NOT APPLICABLE**

19.11. Bidder(s) will not be entitled to any increase in rate of taxes occurring during the period of extended delivery completion 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 escalation can be considered in respect of any variations in statutory levies arising subsequently because of the absence of the required base figures in the purchase order / contract.

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.

19.15. If, in the price structure quoted for the required goods, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit prices shall prevail and the total price corrected accordingly.

19.16. If there is an error in a total corresponding to the addition of subtraction of sub-totals, the sub-totals shall prevail and the total shall be corrected.

19.17. If there is a discrepancy between words and figures, the amount in words shall prevail.

19.18. **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.

19.19 **Denial Clause:**

- i) No increases in price shall be admissible/allowed on account of any statutory increase in or fresh Imposition of GST, customs duty or on account of any other taxes/ duty/ cess/ levy), leviable in respect of the goods and services specified in the said contract which takes place after the original delivery date.
- ii) Notwithstanding any stipulation in the contract for increase in price on any other ground including price variation clause or foreign exchange rate variation, no such increase which takes place after the original delivery date shall be admissible on such of the said goods as are delivered after the said date.
- iii) But nevertheless, MDL shall be entitled to the benefit of any decrease in price on account of reduction in or remission of GST, Customs duty or on account of any other Tax or duty or on any other ground as stipulated in the price variation clause or foreign exchange rate variation which takes place after the expiry of the original delivery date.



20. भुगतान की शर्तें /TERMS OF PAYMENT:

20.1. MDL payment terms shall be as under:

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

20.1.2. The invoices must be submitted in three copies (**1-Original + 2 copies**) along with the joint measurements taken at site duly approved by the designated representatives of the Technical Services department.

20.1.3. The payment against invoices will be made within 15 days of its receipt/completion of material/services subject to acceptance of material/services in MDL along with all the necessary documents as under:

- a. Suppliers invoice
- b. PO copy with amendments if any.
- c. Invoice Certification as per **Enclosure- 24,**
- d. Work Done Reports & Joint Measurement sheets, as applicable, duly signed & stamped by MDL.
- e. SAP generated work completion certificate indicating deduction if any duly signed & stamped by MDL
- f. Copy(s) of invoices/ challan of materials (wherever applicable)
- g. Vendor's Self Declaration (Refer Clause 20.1.6) wherever applicable,

20.1.4. Before submission of the final bill, the Contractor should sign and submit the following:

- a. Actual Local Content Certificate as per Enclosure-10(D)
- b. A "No Claim Certificate" indicating that he has no claim against the company under the contract except as included in the final bill.

20.1.5. **E-invoice:** The contractor whose aggregate turnover in any preceding financial year from FY 2017-18 onwards, exceeds **INR 5 Crores** as per GST Act or as applicable from time to time, will have to issue an e-Invoice with Quick Response (QR) code and Invoice Registration No. (IRN). It is important to note that MDL will not be entitled for Input Tax Credit (ITC)/GST on a vendor Invoice which is not compliant with the above e-Invoice notification.

20.1.6. **Vendor's self-declaration:** Wherever GST is applicable, payment will be released against **e-Invoice** (refer Clause 20.1.5) **or** Invoice accompanied with **Vendor's self-declaration** that "**we do not fall under the category of registered persons notified under Rule 48(4) of the Central GST Rules, 2017 and we are not required to comply with e-Invoicing provisions under GST Act, as our aggregate turnover in any preceding financial year from 2017-18 onwards has not exceeded INR 5 Crore as per GST Act**".

20.1.7. **Trade Receivable Discounting System (TReDS) for MSEs:**

- a) TReDS is a digital platform to help MSMEs to address their financial needs for facilitating the financing of trade receivables from buyers, through multiple financiers. TReDS is governed by the Reserve Bank of India under the Payment and Settlement Systems Act, 2017 and the Factoring Regulations Act, 2011. Under the TReDS initiative, at present, RBI has given licenses to three participants (A.TREDS Ltd, RXIL, M1 Xchange). MDL is registered for TReDS online platform with A.TREDS Ltd, and M1Xchange to facilitate payments to MSMEs through TReDS. At TReDS, auctioning of invoices at competitive and transparent environment is done by financiers based on Buyer's credit profile.



b) MSE bidders desirous to receive payments through TReDS platform may avail the facility if they are already registered on TReDS platform or by registering on any one of the service provider. Contact details of TReDS platform service providers are to be indicated. MSE bidders upon successful delivery shall submit their invoices along with the mandated enclosures at MDL, central receipt section. MSE vendors, desirous to receive payments through a particular TReDS platform must submit their TReDS details along with the invoice at MDL, central receipt section. Upon receipt and acceptance of the supplied material and receipt of invoices with the mandated enclosures, MDL shall process the invoice for payment on that particular TReDS platform. Any unfinanced invoices / invoices of MSE bidders seeking payment from MDL directly shall be processed as per the standard payment terms agreed in PO / contract.

20.1.8. Payment for the value of services as reduced by any deductibles and/or the amount leviable towards penalties, if any and after including statutory taxes, duties and levies as applicable may be payable through RTGS/NEFT within 15 days for actual quantities of work executed and on submission of relevant documents.

20.1.9. Payment for the value of services may be payable by way of monthly running account bill per item / activity basis prepared by contractor and certified by the designated executive of MDL (Minimum in the rank of CM) and against the submission of documents such as invoices, guarantees etc. as per the Order / Contract terms within 15 days.

20.1.10. Payment for the value of services may be payable by way of final bill as reduced by any deductibles and/or the amount leviable towards penalties, if any, after total completion of the work certified by the designated executive of MDL (Minimum in the rank of CM) and against the submission of documents such as invoices, guarantees etc. as per the Order /Contract terms within 15 days.

20.1.11. No claims by the firms will be entertained after 03 years from date of execution/completion of order.

21. मूल्य भिन्नता खंड / PRICE VARIATION CLAUSE (PVC):

21.1. The price quoted by the Bidders shall be subject to adjustment during the original delivery period to take care of the changes in the input cost of labour, material, and fuel/ power components under the price variation formula as stipulated in the tender document.

21.2. The price variation will be computed as follows;

- i. The base price will be the price as at the date of Purchase Order as stipulated in the purchase order.
- ii. The base index price will be the price indices as on the date of Purchase Order as stipulated in the purchase order.
- iii. The cut-off date for reckoning price variation will be one third of the period between the date of PO and the delivery date of the services.
- iv. Indexed price will be arrived at by multiplying the base price as on purchase order date by the price index as on the cut-off date and the product arrived at to be divided by the price index as at the date of purchase order.
- v. 85% of the difference between the purchase order price and the indexed price calculated as above will be the price variation admissible.

21.3. Such escalation, however, will not apply to the extent of interest free advance given / stage payments made. For evaluation of bids for ranking to decide L1, this clause can be ignored being impractical for formulating a rational factor for normalization.

21.4. Bidders are not allowed to quote fixed price since ranking of bids would be impractical and irrational to determine L1. (for steel, pipe items)



21.5. For the variation in price of metal as well as labour, the Contractor shall be compensated or recovery will be made for such variation as per provisions detailed below. The amount of the contract shall accordingly be varied, subject to the condition that such adjustment in prices shall be available only for the work done during the stipulated period of the contract including such period for which the contract is validly extended under the provisions of the contract. In case of the delay in execution of work / delivery beyond stipulated period for reasons not attributable to MDL, no upward revision in prices would be admissible, however in case of downward trend in the indices, the recovery would be effected by applying PVC for the delayed quantum of work / delivery. Such adjustment in the prices of metals and labour, when due shall be worked out based on the following provisions.

21.6. Rates are fixed for 12 (Twelve) months respectively from date of placement of order. Thereafter prices will be revised after every 12 (Twelve) month till completion of contract and linked to the prices as announced by CPI indices.

- i. The base date for working out such variation shall be the tender closing date.
- ii. Consumer Price Index for Industrial Labour (CPI) [Reference will be taken from website: - labourbureau.gov.in] will be considered for adjustment of prices.
- iii. Price variation during the contract period will be calculated as per dates given in table below
- iv. Formula for Price Variation

Period of application for Price Variation from PO Date	Base Date for calculation of Price Variation (for calculating Li)	Cut-off Date for calculation of Price Variation
1 to 12 Month	No Escalation will be given	
13 to 24 month	*Tender closing date	*12th month from PO placement date
25 to 36 month	*Tender closing date	*24th month from PO placement date
37 to 48 month	*Tender closing date	*36th month from PO placement date
And so on till the completion of contract.		
• *Note: Since CPI index is calculated month-wise, the CPI index for respective month will be considered for calculation purpose.		

V. Formula for Price Variation:

- A) There will not be any price revision for services for initial period of 12 months from date of placement of PO.
- B) The prices for subsequent years(s) would be revised based on the increase /decrease in labour price during first year's period as per following formula.

$$V_i = (0.7 * W) \times (L_{io} - L_i) / L_i$$

Where

- V_i : Variation in service charges in Rupees to be paid/recovered.
 - W : Cost of completed work.
 - L_i : Consumer Price Index for Industrial Labour (All India) declared by Labour Bureau, Govt. Of India) as on tender closing date.
 - L_{io} : Consumer Price Index for Industrial Labour (All India) declared by Labour Bureau, Govt. Of India) as on end day of year from the date of placement of PO.
- C) The prices such revised would be valid for subsequent year. In case the period of contract is extended for third year, the price revision would be applicable based on the increase/decrease in the labour cost in preceding year.
 - d) While certifying the invoices, MDL shall verify the downward trend in indices if any during the period of completed work and withhold proportionate amount from supplier's



due payment for price adjustment at the time of price revision. The proportionate amount shall be worked out based on the lowest indices declared during the period of work completed.

Note: At any rate, an undertaking should be submitted by the contractor as following “It is certified that there has been no decrease in the price of price variation indices and, in the event of any decrease of such indices during the currency of this contract, we shall promptly notify this to the purchaser and offer the requisite reduction.”

22. परिनिर्धारित हर्जाना /LIQUIDATED DAMAGES - (NOT APPLICABLE FOR THIS TENDER)

23. दोष दायित्व □ वधि/DEFECT LIABILITY PERIOD (DLP) - (NOT APPLICABLE FOR THIS TENDER)

24. निष्पादन सुरक्षा (निष्पादन बैंक गारंटी सह सुरक्षा जमा राशि/ PERFORMANCE SECURITY (PERFORMANCE BANK GUARANTEE cum SECURITY DEPOSIT):

- 24.1. Performance Security {Performance Bank Guarantee (PBG) cum Security Deposit (SD)} shall be submitted by the successful bidder for an amount of 5% of the value of the contract (excluding taxes & duties).
- 24.2. Performance security may be furnished in the form of NEFT / Demand Draft / Pay order / Bank Guarantee / Insurance Security Bond / e-Bank Guarantee in favour of Mazagon Dock Shipbuilders Limited, Mumbai from the list of Banks approved by SBI / Canara Bank published on MDL website.
- 24.3. In cases where the contractor has not submitted the PS and already commenced supply / services, the Performance security shall be withheld from contractor’s bills if any. In such case, interest shall be recovered for the period starting from 26th day of transmission / notification of order / contract by any mode and amount involved at the relevant rate of interest.
- 24.4. Performance Security is to be furnished within 25 days after notification of the award of contract and it should remain valid for a period of 60 (sixty) days beyond the date of completion of all contractual obligations of the supplier, including warranty obligations.
- 24.5. The performance security will be forfeited and credited to MDL’s account in the event of a breach of contract by the contractor. It shall be refunded to the contractor without interest, after he duly performs and completes the contract in all respects but not later than 60(sixty) days of completion of all such obligations including the warranty under the contract
- 24.6. Where the duration of contract is very long and banks are unwilling to issue BGs for long duration, rolling bank guarantee towards performance security can be obtained where it will be valid for at least one year with claim period of three months within which the same can be extended for further period by amendment. Performance security on reducing balance can also be accepted when the contract period extends beyond one year. This will be effective on completion of one year and thereafter on six monthly / yearly basis.
- 24.7. No exemption can be granted to any unit including MSME, SSI units and MDL Registered suppliers.
- 24.8. Additional value and extension shall be submitted by way of amendment. In case of extension solely on account MDL, MDL shall reimburse bank charges if desired by the supplier for such extension.
- 24.9. In case of failure to submit performance security by the supplier within 25 days of transmission / notification of order by any mode, then his EMD will be forfeited and MDL reserves the right to cancel the order and invoke the risk purchase clause.
- 24.10. In the event of defects due to poor workmanship leading to non-performance of the Equipment/Item and bidder failure to attend the Guarantee/Warranty defects within 45 days from date of intimation or as agreed during TNC the performance security shall be forfeited.



- 24.11. If it is established that the contractor has failed to comply with the Guarantee/warranty obligations, the PSBG will be encashed by MDL. MDL's decision in this regard shall be final and binding on the supplier / contractor.
- 24.12. **Exemptions of Performance Security:** The requirement of submission of performance security shall be exempted in respect of following:
- Indemnity bond from PSU in case of single tender.
 - No additional Performance Security for amended value up to 10% of original order value.
 - No additional Performance Security for increase in value beyond 10% if the balance value of supply / work is covered within the limit of original Performance Security. Extension of performance security shall be submitted for additional time.
 - No performance security if order is on reserve.
- 24.13. **Renewal of Performance Security:** In case delivery / completion is likely to be delayed, the contractor shall extend validity of performance security till the completion of delivery. Interest shall be levied for delay in submission of amended Performance Security BG after expiry of original Performance Security BG.
25. **जलरोधी गारंटी / WATERPROOFING GUARANTEE: (NOT APPLICABLE FOR THIS TENDER)**
26. **जल रिसाव के खिलाफ बैंक गारंटी/ BANK GUARANTEE AGAINST WATER LEAKAGE: (NOT APPLICABLE FOR THIS TENDER)**
27. **श्रमिक सुरक्षा और बीमा / WORKMEN SAFETY AND INSURANCE:**
- The service provider shall alone be fully responsible for safety and security and insurance or life insurance of their personnel who is working on the operation and maintenance works. The service providers (a) shall take out and maintain, and shall cause any Subcontractors to take out and maintain, at their (or the Subcontractors', as the case may be) own cost but on terms and conditions approved by the MDL, insurance against the risks, and for the coverage; and (b) at the MDL's request, shall provide evidence to the MDL showing that such insurance has been taken out and maintained and that the current premiums have been paid. The service provider shall provide and ensure sufficient protection gears like safety shoes, hand gloves, ladders, etc. are being used by their workers while carrying out works. MDL shall not be liable for any compensation in case of any fatal injury/death caused to or by any man power while performing/discharging their duties / for inspection or otherwise.
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 Services 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.
- 28.2. **Restrictions regarding Personnel Deployed :** The quoted rates shall not be less than the minimum wage fixed/notified by the State Government – where service is performed and shall include all statutory obligations. However, bids without any element of cost over and above such minimum wage (or below it) shall be treated as 'Nil' price quotation and would be rejected. The service provider shall be liable for all kinds of dues payable in respect of all personnel provided under the contract and MDL shall not be liable for any dues for availing the services of the personnel. The service provider should ensure that persons to be deployed are not alcoholic, drug addict and not indulge in any activity prejudicial to the interest of the MDL. The service provider shall ensure to get the Police verification for all the manpower



deployed by them and the contractor should ensure that the manpower deputed should bear good moral character.

28.3. **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:

- 28.3.1. Bidder has withdrawn / modified / amended / impaired / derogated from the tender during the period of bid validity
- 28.3.2. 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 2 working days prior to the date of holiday, to Personnel department and Security through Technical Services Department and EY-MTC 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 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.



30.8. All 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.

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

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

30.11. Availability of material : During the tenure of the Contract due to the various reasons, there may be scarcity of availability of 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.

30.12. Deployment of Manpower and deductions/ penalties shall be as per Scope of Work.

31. प्रगति रिपोर्ट /PROGRESS REPORT:

31.1. The Contractor shall record; submit to the Engineer daily, progress report for the preceding day showing up to date progress and progress during the previous day on all items of each section of the works in relation to and in consideration of the schedule. In addition the Contractor shall submit on the second day of every fortnight, a detailed progress report giving the progress of the works during the preceding fortnight and also indicating the up to date progress of the work.

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

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

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

31.5. The Contractor's Representative may delegate any powers, functions and authority to any competent person, and may at any time revoke the delegation. Any delegation or revocation shall not take effect until the Employer has received prior notice signed by the Contractor's Representative, naming the person and specifying the powers, functions and authority being delegated or revoked. The Contractor shall appoint a team of qualified persons having adequate experience in execution of such works for assisting the Contractor's Representative.

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

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



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. **Material:** All the materials required for services 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. □ तिरिक्त कार्य /EXTRA ITEMS/VARIATION IN QUANTITY:

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

33.1.1. Rates derived from similar items of this Contract.

OR

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

OR

33.1.3. Rates mutually agreed to.

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

33.2.1. Finalisation of rates for extra items.

33.2.2. To seek reduction in the unit rates of the items for the excess quantity for amendment to 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:-

34.2.1. Reasons for the delay vis-à-vis the mutually agreed schedule

34.2.2. Delay in inputs (Drawings/ Documents/ Site Clearances/ Services/ Inspection Call)

34.2.3. Delay by Inspection Agency/ Customer

34.2.4. Delay on account of specialist services

34.2.5. Non performance by the Contractor

34.2.6. Delinquency by the vendor

34.2.7. Force Majeure

34.2.8. 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. BLANK:

36. सुरक्षा और प्रशिक्षण /SAFETY AND TRAINING:

36.1. All the Workers, Supervisors, Executives & Managers of the contractor shall use Safety PPE's (Personnel Protective Equipments) like Safety Helmets, Safety Shoes, Safety Belts, Hand Gloves, and Goggles etc. Contractors shall also have provision for minimum 5 to 10 visitors PPE's. The contractor shall also provide Safety net and Safety Belts for height work.

36.2. 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.

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

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

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

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. मेक इन इंडिया 2017 को खरीद प्राथमिकता / PURCHASE PREFERENCE TO MAKE IN INDIA 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:

40.1.1. **Local content:** means the amount of value added in India which shall be the total value of item (goods, services or works or their combination) under procurement (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value in percent. Different definition of Local Content may be specified by the Nodal Ministry for items assigned to them, which will prevail over above.

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.

40.1.2. **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.

40.1.3. **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.

40.1.4. **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.

40.1.5. **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%.

40.1.6. **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.



40.1.7. **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.

40.1.8. "Nodal Ministry" means the Ministry or Department identified pursuant to the said Order in respect of a particular item of goods or services or works.

40.1.9. "Procuring entity" means a Ministry or department or attached or subordinate office of or autonomous body controlled by, the Government of India and includes Government companies as defined in the Companies Act.

Note: Mazagon Dock Shipbuilders Limited (MDL) shall be a procuring entity.

40.1.10. "Works" means all works as per Rule 130 of GFR-2017 and will also include "turnkey works", Engineering, Procurement and Construction (EPC) contracts.

40.1.11. "Services" includes System Integrator (SI) contracts among other services.

40.2. **सुक्ष्म एवं लघु उद्यमों को खरीद प्राथमिकता / Purchase Preference to Micro and Small Enterprises (MSEs):**

Micro and Small Enterprises (MSEs) registered under Udyam Registration or as directed by government are eligible to avail the benefits under the policy. This Policy is meant for procurement of only goods produced and services rendered by MSEs. Traders/Distributors/Sole Agents/Works Contract are excluded from the purview of the policy. MDL has right to place order on MSE Manufacturer and MSE Service Provider meeting following criteria:

- a) In tender, participating Micro and Small Enterprises (MSE) quoting price within price band of L1+15 (fifteen) per cent shall also be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE and such MSE shall be allowed to supply up to 25(twenty-five) per cent of total tendered value. The 25(twenty-five) per cent quantity is to be distributed proportionately among these bidders, in case there are more than one MSEs within such price band.
- b) Within this 25% (Twenty Five Percent) quantity, a purchase preference of four (4) per cent is reserved for MSEs owned by Scheduled Caste (SC)/ Scheduled Tribe (ST) entrepreneurs and three (3) percent is reserved for MSEs owned by women entrepreneur (if they participate in the tender process and match the L1 price). However, in event of failure of such MSEs to participate in tender process or meet tender requirements and L1 price, four percent sub-target for procurement earmarked for MSEs owned by SC/ST entrepreneurs and three (3) percent earmarked to women entrepreneur will be met from other MSEs. . MSEs would be treated as owned by SC/ ST entrepreneurs:
 - (i) In case of proprietary MSE, proprietor(s) shall be SC /ST;
 - (ii) In case of partnership MSE, the SC/ ST partners shall be holding at least 51% (fifty one percent) shares in the unit;
 - (iii) In case of Private Limited Companies, at least 51% (fifty-one percent) share shall be held by SC/ ST promoters.
- c) If subcontract is given to MSEs, it will be considered as procurement from MSEs.

40.2.1. **Purchase Preference**

- a) Purchase preference shall be given to only "Class-I Local Supplier" (Class II Local Supplier are not eligible for purchase preference) in procurements undertaken in the manner specified in the succeeding sub-paras:



- b) The Class-I local suppliers, under PPP-MII Order, participating in any government tender, may or may not be MSEs, as defined under the MSME Act. Similarly, MSEs participating in any government tender, may or may not be Class-I local suppliers. Suppliers may be categorised in following four broad categories for consideration or applicability of purchase preference:

Category	Terminology
Supplier is both MSE & Class-I local supplier	MSE Class-I local supplier
Supplier is MSE but not Class-I local supplier	MSE but non-Class-I local supplier
Supplier is not MSE but is Class-I local supplier	Non-MSE but Class-I local supplier
Supplier is neither MSE nor Class-I local	Non-MSE non-Class-I local supplier

- c) Purchase preference shall be accorded as under:

- i. L-1 is "MSE Class-I local supplier": 100% of the tendered quantity shall be awarded to L-1.
- ii. L-1 is "Non-MSE but Class-I local supplier" : Purchase preference shall be given to MSEs as per PPP-MSE Order. Balance quantity be awarded to the L-1 bidder.
- iii. L-1 is "MSE but non-Class-I local supplier": Purchase preference shall be given to Class-I local suppliers, if eligible, as per PPP-MII Order. Balance quantity be awarded to L-1 bidder.
- iv. L-1 is "Non-MSE non-Class-I local supplier": Firstly, Purchase preference shall be given to MSEs as per PPP-MSE Order. Thereafter, purchase preference is to be given to Class-I local suppliers for "50% of the tendered quantity minus quantity allotted to MSEs above" as per PPP- MII Order. For the balance quantity, contract be awarded to L-1 bidder.

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. Certification as under is to be submitted mandatorily in technical Offer-Part-I bid.

The bidders shall provide a certificate, as per **Enclosure-10(B)**, from statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of supplier other than companies) giving the percentage of local content.



- ii) **Bidders to 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 40.7 of the said Order for debarment.**
- iii) Declared Local Content shall be the basis for categorization of the vendors and tender evaluation. However, MDL reserves the right to undertake detailed examination of declared local content and may call vendor to submit relevant documents.
- iv) In cases where MDL received the complaint from any vendor or person, along with the fees prescribed below, verification of Declared Local Content shall be carried out by seeking additional info as deemed necessary and the bidders (including unsuccessful bidders) against the tender shall be obliged to furnish the necessary documents. Failing to do so, the vendor may invite penal action as per the provisions of the Order. If MDL possess the capability, then it shall perform the verification. However, if in the opinion of MDL matter needs to be dealt at higher level, then the complaint shall be referred to Nodal Ministry and their fees / expenses / charges applicable as per the Nodal Ministry, if any, shall be borne by the complainant. MDL is authorized to prescribe fees for handling complaints under revised PPP MII 2017 Order. The fees for filing a complaint under the order shall be Rs. 10,000/- per case. The complaint shall be filed to the Chairman, Public Grievance Cell. The fee shall be deposited by complainant in MDL's Account by NEFT.
- v) On scrutiny of offer, if all the bidders participating in the tender happen to have either not submitted the declaration certificate or not declared / specified the local content percentage in the declaration certificate or specified local content lower than the minimum local content 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 fulfillment of MDL.
- vi) On opening of the price bids, if it is identified that there is difference in local content declaration made & local content percentage as per price quoted is now not meeting (i.e. lesser than) the specified tender requirement (i.e. only on the quoted price without any loading) then such bidder shall be disqualified and shall not be considered for ranking purpose. The bid would be treated / considered as given false declaration and necessary action for debarment shall be initiated.

40.5. **PPP MSE Order 2012:**
Purchase Preference under PPP MSE Order 2012 shall prevail over Purchase preference under PPP MII Order 2017. and Purchase preference shall be accorded as per para 40.2.1.

- 40.6. **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 vendor is maintained or increased but not reduced.
- ii) After the contract is awarded and the supplies/ services are completed, the supplier shall provide a Local Content certificate **Enclosure-10(D)**, from statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of supplier other than companies) giving the percentage of local content.



- iii) Supplier shall be intimated that the supporting documentation towards realization of committed Local Content as per the contract / order terms & conditions shall be maintained for a period of seven years from the date of completion of the contract for audit purpose. Nodal Ministry may constitute committees with internal & external experts for independent verification of self-declarations and auditor's / accountant's certificates on random basis and in the case of complaints.

40.7. **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. भूमि सीमा खंड / Land Border Clause (सामान्य वित्तीय नियमों के नियम 144 (xi) के तहत प्रतिबन्ध / Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017):

- 41.1. MoF DoE vide OMs No 6/18/2019-PPD dated 23 Jul 2020 & 24 Jul 2020 and OM No F.7/10/2021/-PPD(1) dated 23.02.2023 has promulgated restrictions and procedure for buying from a bidder from a country which shares a land border with India under GFR Rule 144 (xi) on the grounds of Defence of India and National Security for information and compliance.
- 41.2. The Orders stipulate mandatory registration with competent authority and seeking certificate of compliance with this Order from the bidder from a country which shares a land border with India in the tender process. Exclusions from these restrictions have also been enlisted in the Order. The Competent authority for the purpose of registration under this Order shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT).
- 41.3. Provisions of the Order shall be appropriately included in the tenders.
- 41.4. Procurement of spare parts and other essential service support like Annual Maintenance Contract (AMC) / Comprehensive Maintenance Contract (CMC), including consumables for closed systems, from Original Equipment Manufacturers (OEMs) or their authorized agents shall be exempted from the requirement of registration as mandated under Rule 144(xi) of GFRs 2017 Public Procurement Order issued in this regard (OM No.F.12/1/2021-PPD(Pt.) dated 02.03.2021).
- 41.5. A bidder is permitted to procure raw material, components etc. from the vendors from countries which shares a land border with India. Such vendors will not be required to be registered with Competent Authority, as it is not regarded as "sub-contracting". However, if bidder has proposed to supply finished goods procured directly/ indirectly from the vendors from the countries sharing land border with India, such vendor will be required to be registered with the Competent Authority.
- 41.6. 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 GRIEVANCE 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. विवादसमाधान तंत्र/DISPUTE RESOLUTION MECHANISM(DRM) and मध्यस्थता /ARBITRATION:

43.1. Dispute Resolution Mechanism:

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

43.1.2. In case of non-settlement by **(43.1.1)** 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.

43.1.3. In case no amicable settlement is arrived by **(43.1.2)** 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.

43.1.4. 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.

43.2. Arbitration clause applicable to CPSUs:

43.2.1. In the event of any dispute or difference between the parties hereto, such disputes or differences shall be resolved amicably by mutual consultation or through the good offices or empowered agencies of the Government. If such resolution is not possible, then the unresolved dispute or difference shall be referred to arbitration by Permanent Machinery of Arbitrators in the Bureau of Public Enterprises in terms of Office Memorandum No.15/9/86-BPE(FIN) dated 30.03.1989 issued by the Ministry of Industry, Bureau of Public Enterprises and as modified from time to time. The Arbitration and conciliation Act 1996 shall not be applicable to arbitration under this clause. The Arbitrators' fee and cost incurred in arbitration shall be borne equally by both the parties.

43.2.2. The venue of arbitration shall be Mumbai, India.

43.2.3. The award of Arbitrator (so shall be reasoned award and Arbitrator(s) shall mention his (their) reason of the award.

43.2.4. The award of Arbitrator(s) shall be binding upon the parties to the dispute provided, however, any party disagree to buy such award may make further reference for setting aside or revision of the award to the Law Secretary Department of Legal Affairs, Ministry of Justice, Government of India. Upon such reference, the dispute shall be decided by the Law Secretary or the Special Secretary / Additional Secretary when so authorized by the Law Secretary, whose decision shall bind the parties finally and conclusively.



43.3. Arbitration clause applicable to non-CPSUs:

43.3.1. If any dispute, difference or question shall, any time hereafter, arise between the parties hereto in respect of the construction of these presents or concerning anything herein contained or arising out of these presents or as to the rights, liabilities or duties of the said parties hereunder which cannot be mutually resolved by the parties, the same shall be referred to the sole Arbitrator appointed by the CMD, MDL. The Sole Arbitrator shall on matters referred to him / her indicate the reasons for his finding on each and every item of disputes. The venue of the Arbitration shall be Mumbai. Subject to above, The Arbitration will be governed by the provisions of Conciliation and Arbitration Act, 1996, as amended from time to time.

**44. अधिकार क्षेत्र / JURISDICTION:**

44.1. 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.

45. समाप्ति / TERMINATION:

45.1. If MDL considers that the services rendered by the firm directly or through their associates are unsatisfactory, MDL reserves the right to terminate the agreement with firm in writing at any stage by giving them 30 days' notice. In case MDL decides to part with the services of the firm, the firm fees quoted by them will be restricted to the proportionate work rendered by them up to that stage.

46. एमडीएल का अधिकार / MDL's RIGHT:

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

47. बोलीदाताओं / एजेंटों के बिच हितों का टकराव / Conflict of Interest among Bidders/ Agents:

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

- a) They have controlling partner(s) in common; or
- b) They receive or have received any direct or indirect subsidy/ financial stake from any of them; or
- c) They have the same legal representative/agent for purposes of this bid; or
- d) They have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder; or
- e) Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/ Assemblies from one bidding manufacturer in more than one bid.
- f) In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/ management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidder must proactively declare such sister/ common business/ management units in same/ similar line of business.

47.2. Bidder shall submit Declaration for Conflict of Interest among Bidders/ Agents as per **Enclosure-29**, duly signed and stamped.

48. विकल्प उपवाक्य / Option Clause : MDL retains the right to increase/decrease the ordered quantity by up to 50% at any time, till final delivery date (or the extended delivery date of the contract), by giving reasonable notice even though the quantity ordered initially has been supplied in full before the last date of the delivery period (or the extended delivery period).



49. पुस्तक परिक्षण खण्ड / Book Examination Clause (BEC) :

In case it is found to the satisfaction of MDL that the Supplier 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 penalty for use of undue influence, the supplier, on a specific request of MDL shall provide necessary information/inspection of the relevant financial documents/information.

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**,

DGM/HOD (TS-Comm)
Technical Services Department

**Enclosures:**

1.	Enclosure-1	-	Form of undertaking to be furnished by the bidder
2.	Enclosure-2	-	Tender Enquiry Acceptance Form
3.	Enclosure-3	-	NOT APPLICABLE
4.	Enclosure-4	-	General Conditions of Contract (GCC) Acceptance Form- GCC attached separately.
5.	Enclosure-5	-	Deviations from Tender Enquiry Form/ GCC
6.	Enclosure-6	-	Not Applicable
7.	Enclosure-7	-	Not Applicable
8.	Enclosure-8	-	Particulars of Experience in Similar Projects
9.	Enclosure-9	-	Personnel available with the Contractor for this Project
10.	Enclosure- 10 (B)	-	Declaration Certificate for Local Content (Sample Filled up Form for Filling Enclosure-10(B) ATTACHED SEPERATELY)
11.	Enclosure- 10 (D)	-	Actual Local Content Certificate
12.	Enclosure- 10 (E)	-	Declaration of Compliance of Order (Public Procurement No.1, 2 & 3) dtd 23 Jul 2020 & 24 Jul 2020 on Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017
13.	Enclosure- 10 (F)	-	Declaration in respect of of debarred under Public Procurement Policy (PPP) Make In India (MII) order 2017
14.	Enclosure-11	-	Banned or Delisted of Firm/Vendor
15.	Enclosure-12	-	MDL Bank Account Details for Online Remittance of Security Deposit/ Performance Bank Guarantee
16.	Enclosure-13	-	Integrity Pact
17.	Enclosure-14	-	RTGS/NEFT/ECS – Mandate Authorisation Form
18.	Enclosure-15	-	Proforma Bank Guarantee for EMD
19.	Enclosure-16	-	Proforma Bank Guarantee for Performance Security
20.	Enclosure-17 NOT APPLICABLE	-	Performa for WATERPROOFING BANK GUARANTEE
21.	Enclosure-18 NOT APPLICABLE	-	Performa for Bank Guarantee against Water Leakage
22.	Enclosure-19	-	Price Bid (Part-II) - to be submitted online
23.	Enclosure-20	-	NOT APPLICABLE.
24.	Enclosure-21	-	Detailed Scope of Work, Standard Operating Procedures, Specifications, Area Details - attached separately.
25.	Enclosure-22	-	Hindrance Register Format
26.	Enclosure-23	-	Loss of Pass
27.	Enclosure-24	-	Invoice Certification Format
28.	Enclosure-25	-	Extract of Official Secrets Act, 1923
29.	Enclosure-26	-	CHECKLIST OF SUBMITTALS ATTACHED ALONGWITH ONLINE TECHNICAL BID
30.	Enclosure-27	-	Address Label
31.	Enclosure-28	-	NOT APPLICABLE
32.	Enclosure-29	-	Declartion for Conflict of Interest among Bidders/ Agents
33.	SAMPLE FORMAT	-	SAMPLE FORMAT FOR FILLING ENCLOSURE-10 (B) OF TENDER



34.	Statutory requirements & Safety clause	-	To be downloaded from our website www.mazagondock.in
35.	Procedure for security passes	-	To be downloaded from our website www.mazagondock.in



Enclosure-1

FORM OF UNDERTAKING TO BE FURNISHED BY THE BIDDER

(To be typed on Bidder's Letterhead)

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

Sir,
Sub: Integrated Facility Management Services in MDL Factory & Residential Premises.
Ref: MDL Tender Enquiry No. 1900000176

1. Having visited the site and having examined the General Conditions of Contract, Special Conditions of Contract, 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, 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 180 days from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiry of this period.
7. Unless and until a formal Agreement or Order is prepared and executed, this tender together with your written acceptance thereof, shall constitute a binding Contract between us.
8. We understand that if our Tender-Bid is accepted, we are to be jointly and severally responsible for the due performance of the Contract.
9. We understand that you are not bound to accept the lowest or any Tender you may receive.
10. We undertake to comply with the Anti-profiteering provisions of GST Act 2017 and we will pass on the benefits from reduction in the rate of Tax/input Tax credit if any, to MDL and there will be no liability on MDL on account of GST/Input Tax Credit.

Dated this _____ day of _____ (year)

Signature _____ in the capacity of _____

duly authorised to sign Tenders for and on behalf of _____

(IN BLOCK CAPITALS)

Witness:

Signature _____ Address of Witness _____

Name _____ Occupation _____

**TENDER ENQUIRY (TEF) ACCEPTANCE FORM**

To,
MAZAGON DOCK SHIPBUILDERS LIMITED
TECHNICAL SERVICES DEPARTMENT
TENDER ENQUIRY No. 1900000176

TEF CLAUSE NO.	TENDERER'S REMARK	TEF CLAUSE NO.	TENDERER'S REMARK
	ACCEPTED/ DEVIATION		ACCEPTED/ DEVIATION
1		25	Not applicable
2		26	Not applicable
3		27	
4		28	
5		29	
6		30	
7		31	
8		32	
9		33	
10		34	
11		35	Not applicable
12		36	
13		37	
14		38	
15		39	
16		40	
17		41	
18		42	
19		43	
20		44	
21		45	
22	Not applicable	46	
23	Not applicable	47	
24		48	
--	--	49	

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

NOT APPLICABLE

**ACCEPTANCE FORM FOR GENERAL CONDITIONS OF CONTRACT (GCC)**

To,
MAZAGON DOCK SHIPBUILDERS LIMITED
TECHNICAL SERVICES DEPARTMENT

TENDER ENQUIRY No. 1900000176

GCC CLAUSE No.	TENDERER'S REMARK	GCC CLAUSE No.	TENDERER'SREMARK
	ACCEPTED/ DEVIATION		ACCEPTED/ DEVIATION
1		20	
2		21	
3		22	
4		23	
5		24	
6		25	
7		26	
8		27	
9		28	
10		29	
11		30	
12		31	
13		32	
14		33	
15		34	
16		35	
17		36	
18		37	
19		38	

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. 1 means – Clause nos. 1(a), 1(b) etc., Clause no. 3 means – Clause nos. 3.1(a) & (b) and 3.2 etc.



Enclosure-5

DEVIATIONS FROM CONDITIONS OF TENDER ENQUIRY FORM/GT&C/STACS

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 _____
DATE _____

COMPANY SEAL
DATE



Enclosure-6

NOT APPLICABLE FOR THIS TENDER



Enclosure-7

NOT APPLICABLE FOR THIS TENDER

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

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

Sir,

Sub: Integrated Facility Management Services in MDL Factory & Residential Premises
Ref: MDL Tender No. 1900000176

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 7.1.1/7.1.2/7.1.3** (*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: Three similar completed works each costing not less than ₹ 1800 Lakhs.

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

OR

Clause 7.1.2: Two similar completed works each costing not less than ₹ 2200 Lakhs.

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

OR

Clause 7.1.3: One similar completed work costing not less than ₹ 3500 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

QUALIFICATION CRITERIA

KEY PERSONNEL AVAILABLE WITH THE CONTRACTOR FOR THIS PROJECT

Bidders should provide information of personnel of relevant discipline (Engineers & Supervisors) 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 (B)

DECLARATION CERTIFICATE FOR LOCAL CONTENT

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

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

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

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

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have read and understood the requirement of local content (LC) and same is specified as percentage calculated in accordance with the definition provided at clause 2 of revised Public Procurement (preference to Make in India) Order 2017.

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

(c) I have satisfied myself that the goods / services / work 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) I understand that a bidder can seek benefit of either Public Procurement Policy for MSEs – Order 2012 or Public Procurement (preference to Make in India) Order 2017 and not both and once the option is declared / selected it is not permitted to be modified subsequently. Accordingly, I seek the benefit from the below declared purchase preference policy only.

i.	I seek benefits against the following policy only (Select only one Option)		
	1)	PPP MSE Order 2012	<input type="checkbox"/> (applicable for MSE manufacturers)
	2)	PPP MII 2017	<input type="checkbox"/> (applicable for Class I supplier as well as MSE manufacturers)

(Note: If not declared / selected it shall be deemed that purchase preference benefit is sought under PPP MII 2017 policy. However, selection of both the options will be treated as ambiguous and will result in rejection of bid)



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

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

Attach separate sheet duly signed if space is not sufficient

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

(f) I accept that the Procurement Authority / Institution / MDL / Nodal Ministry has theright to request that the local content be verified in terms of the requirements of revised Public Procurement(preferencetoMakeinIndia)Order2017dtd16.09.2020andIshallfurnishthe 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 ofexecution.

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

SIGNATURE 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; STATUTORY AUDITOR OR COST AUDITOR OF THE COMPANY (IN CASE OF COMPANIES)OR FROM A PRACTICING COST ACCOUNTANT OR PRACTICING CHARTED ACCOUNTANT (IN RESPECT OF SUPPLIER OTHER THAN COMPANIES)

Enclosure-10 (D)



ACTUAL LOCAL CONTENT CERTIFICATE

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

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

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

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

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

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

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

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

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

(d) I accept that the Procurement Authority / Institution / MDL / Nodal Ministry has theright to request that the local content be verified in terms of the requirements of revised Public Procurement(preferencetoMakeinIndia)Order2017dtd16.09.2020andIshallfurnishthe 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 ofexecution.

(e) I understand that the submission of incorrect data, or data that are not verifiable as describedinrevisedPublicProcurement(preferencetoMakeinIndia)Order2017,mayresult 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 dated16.09.2020.



SIGNATURE of the Bidder: _____

DATE: _____

Seal / Stamp of Bidder

SIGNATURE: (TO BE SIGNED BY AUTHORISED SIGNATORY STRICTLY AS PER TEF CLAUSE NO. 40.6.i) & STAMPED-VIZ: STATUTORY AUDITOR OR COST AUDITOR OF THE COMPANY (IN CASE OF COMPANIES) OR FROM A PRACTICING COST ACCOUNTANT OR PRACTICING CHARTED ACCOUNTANT (IN RESPECT OF SUPPLIER OTHER THAN COMPANIES)



Enclosure-10 (E)

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

Before completing this declaration, bidders must study the General Conditions, Definitions, Govt. Directives applicable in respect of Public Procurement No.1, 2 & 3) dtd 23 Jul 2020 & 24 Jul 2020 on Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017 & prescribed tender conditions).

DECLARATION BY AUTHORISED SIGNATORY OF THE FIRM

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

- 1) The facts contained herein are within my own personal knowledge.
- 2) I have read the Order (Public Procurement No.1, 2 & 3) dtd 23 Jul 2020 & 24 Jul 2020 on the subject of Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017 regarding restrictions on procurement from a bidder of a country which shares a land border with India and comply to all the provisions of the Order
- 3) I certify that M/s(name of bidder entity) **is not from such a country / is from such a country and registered with the Competent Authority** (strike out whichever is not applicable). I hereby certify that this SUPPLIER fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority is attached]
- 4) I understand that the submission of incorrect data and / or if certificate / declaration given by M/s(name of bidder entity) is found to be false, this would be a ground for immediate termination and further legal action in accordance with law as per Clause 12 of the Public Order on Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017

AUTHORISED SIGNATURE: _____

DATE: _____

Seal / Stamp of Bidder



Enclosure-10 (F)

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

I have read the Clause No. 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****PARTICULARS OF BANNED OR DE-LISTED TENDERER/FIRM/VENDORS**

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

Sir,

Sub: Integrated Facility Management Services in MDL Factory & Residential Premises.

Ref: MDL Tender No. 1900000176

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**

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, COMMERCIAL BRANCH, FORT, MUMBAI-400023
TYPE OF ACCOUNT	:	CURRENT
BANK ACCOUNT NO	:	11079519138
IFSC CODE	:	SBIN0006070
SWIFT CODE	:	SBININBB101

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

Signature of Vendor/Representative

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

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

**Enclosure-13****INTEGRITY PACT**

Mazagon Dock Shipbuilders Limited (MDL) hereinafter referred to as "**The Principal/Buyer**"

And.....hereinafter referred to as "**The Bidder/ Contractor**"

PREAMBLE

	<p>The Principal/Buyer intends to award, under laid down organizational procedures, contract/s for</p> <p>.....The Principal/Buyer values full compliance with all relevant laws of the land rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder(s) and /or Contractor(s).</p> <p>In order to achieve these goals, the Principal/Buyer will appoint an Independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.</p>
--	--

Section 1 - Commitments of the Principal/Buyer:

(1)	The Principal/Buyer commits itself to take all measures necessary to prevent corruption and to observe the following principles:
	a) No employee of the Principal/Buyer, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
	b) The Principal/Buyer will during the tender process treat all Bidder(s) with equity and reason. The Principal/Buyer will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
	c) The Principal/Buyer will exclude from the process all known prejudiced persons.
	d) The Principal/Buyer undertakes to scrupulously follow the tender containing General Conditions of Contract (GCC) in respect of procurement contracts for goods, services and civil works.
(2)	If the Principal/Buyer obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti Corruption Laws of India, or if there be a substantive suspicion in this regard, the Principal/Buyer will inform the Chief Vigilance Officer, MDL and in addition can initiate disciplinary actions.

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

(1)	<p>The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.</p> <p>Signature & Stamp of Bidder: _____</p>
-----	---



	a)	The Bidder(s)/Contractor(s) will not, directly or through any other persons or firm, offer promise or give to any of the Principal/Buyer's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage or any kind whatsoever during the tender process or during the execution of the contract.
	b)	The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
	c)	The Bidder(s)/Contractor(s) will not commit any offence under the relevant Anti-Corruption Laws of India; further the Bidder(s)/Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to other, any information or document provided by the Principal/Buyer as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
	d)	The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. All payments made to the Indian Agent/representative have to be in Indian Rupees only. Further details as mentioned in the "Guidelines of Indian Agents of Foreign suppliers" shall be disclosed by the Bidders(s)/Contractor(s). Copy of the "Guidelines on Indian Agents of Foreign Suppliers" as annexed and marked as Annexure-A.
	e)	The Bidder(s)/Contractor(s) will when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
	f)	The Bidder (s)/Contractor(s), their agents, representatives shall not do such things so as to interfere with the procedures laid down in the Principal/Buyer's tender containing the General Conditions of Contract (GCC) in respect of procurement contracts for goods, services and civil works.
	g)	The Bidder commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
(2)		The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlines above or be an accessory to such offences.

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

	<p>If the Bidder(s)/Contractor(s) before contract award or during execution of Contract has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility as Bidder(s) in question, the Principal/Buyer is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or to terminate the contract, if already signed for such reason, as per the procedure mentioned in the "Guidelines on Banning of business dealings" Copy of the "Guidelines on Banning of business dealings" is annexed and marked as Annexure-B.</p> <p>Signature & Stamp of Bidder: _____</p>
--	---



1)	If the Bidder(s)/Contractor(s) has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal/Buyer is entitled also to exclude the Bidder(s)/Contractor(s) from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder(s) and the amount of the damage. The exclusion will be imposed for a minimum of <u>six</u> months and maximum of <u>five</u> years, which may be further extended at the discretion of the Principal/Buyer.
2)	A transgression is considered to have occurred, if the Principal/Buyer after due consideration of the available evidence, concludes that no reasonable doubt is possible.
3)	The Bidder (s) accepts and undertakes to respect and uphold the Principal/Buyer's absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining legal advice.
4)	If the Bidder(s)/Contractor(s) can prove that he has restored/ recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Buyer may revoke the exclusion prematurely.

Section 4 – Sanctions for Violation:

(1)	Any breach of the aforesaid provisions by the Bidder or any one employed by him or acting on his behalf (whether with or without the knowledge of the Bidder) or the commission of any offence by the Bidder or any one employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act 1988 or any other Act enacted for the prevention of corruption shall entitle the Principal/Buyer to take all or any one of the following actions, wherever required –
a)	To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the Bidder. However, the proceedings with the other Bidder (s) would continue.
b)	The Earnest Money Deposit/Security Deposit/Performance Bond shall stand forfeited either fully or partially, as decided by the Principal/Buyer, and the Principal/Buyer shall not be required to assign any reason there for.
c)	To immediately cancel the contract, if already signed, without giving any compensation to the Bidder.
d)	To recover all sums already paid by the Principal/Buyer, in case of an Indian Bidder with interest thereon at 2% higher than the prevailing Base Rate of SBI, and in case of a Bidder from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the Bidder from the Buyer in connection with any other contract for any other Defence stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
	Signature & Stamp of Bidder: _____



e)	To en-cash the advance Bank Guarantee and Performance Bond/Warranty bond, if furnished by the Bidder, in order to recover the payments, already made by the Principal/Buyer, along with interest.
f)	To cancel all or any other contracts with the Bidder.
g)	To debar the Bidder from entering into any bid from Principal/Buyer for a minimum period of five years, which may be further extended at the discretion of the Principal/Buyer.
h)	To recover all sums paid in violation of this Pact by Bidder(s) to any middleman or agent or broker with a view to securing the contract.
i)	If the Bidder or any employee of the Bidder or any person acting on behalf of the Bidder, either directly or indirectly, is closely related to any of the officers of the Buyer, or alternatively, if any close relative of an officer of the Buyer has financial interest/stake in the Bidder's firm, the same shall be disclosed by the Bidder at the time of filing of tender. Any failure to disclose the interest involved shall entitle the Buyer to rescind the contract without payment of any compensation to the Bidder.
	The term 'close relative' for this purpose would mean spouse whether residing with the Principal/Buyer's employee/employees or not, but not include a spouse separated from the Principal/Buyer's employee/employees by a decree or order of a competent court; son or daughter or step son or step daughter and wholly dependent upon Principal/Buyer's employee/employees, but does not include a child or step child who is no longer in any way dependent upon the Principal/Buyer's employee/employees or of whose custody the Principal/Buyer's employee/employees has been deprived of by or under any law; any other person related, whether by blood or marriage, to the Principal/Buyer's employee/employees or to the Principal/Buyer's employee/employees wife or husband and wholly dependent upon Principal/Buyer's employee/employees.
j)	The Bidder shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the Principal/Buyer, and if he does so, the Principal/Buyer shall be entitled forthwith to rescind the contract and all other contracts with the Bidder. The Bidder shall be liable to pay compensation for any loss or damage to the Principal/Buyer resulting from such rescission and the Principal/Buyer shall be entitled to deduct the amount so payable from the money(s) due to the Bidder.
k)	In cases where Irrevocable Letters of Credit have been received in respect of any contract signed by the Principal/Buyer with the Bidder, the same shall not be opened.
(2)	The decision of the Principal/Buyer to the effect that a breach of the provisions of this Integrity Pact has been committed by the Bidder shall be final and binding on the Bidder, however, the same Bidder can approach the Monitor(s) appointed for the purposes of this Pact.

Section 5 - Previous Transgression:

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



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

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

(1)	The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this integrity Pact, and to submit it to the Principal before contract signing.
2)	The Principal/Buyer will enter into agreements with identical conditions as this one with all bidders, contractors and subcontractors.
(3)	The Principal/Buyer will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

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

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

Section 8 - Independent External Monitor/ Monitors:

(1)	The Principal/Buyer appoints competent and credible independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively whether and to what extent the parties comply with the obligations under this agreement.
(2)	The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairman & Managing Director of the Principal/Buyer.
(3)	The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all project documentation of the Principal/Buyer including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality.
(4)	The Principal/Buyer will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations, between the Principal/Buyer and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
(5)	As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal/Buyer and request the Management to discontinue or take corrective action, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. However, the Monitor shall give an opportunity to the Bidder(s)/Contractor(s) to present its case before making its recommendation to the Principal/Buyer.

Signature & Stamp of Bidder: _____



(6)	The Monitor will submit a written report to the Chairman & Managing Director of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the Principal/Buyer and, should the occasion arise, submit proposals for correcting problematic situations.
(7)	Monitor shall be entitled to compensation on the same terms as being extended to / provided to Independent Directors on the Board of Principal/Buyer.
(8)	If the Monitor has reported to the Chairman & Managing Director of the Principal, a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India and the Chairman & Managing Director of the Principal/Buyer has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
(9)	The word 'Monitor' would include both singular and plural.

Section 9 - Pact Duration:

	<p>This pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract and for all other Bidders 06 months after the contract has been awarded.</p> <p>If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above unless it is discharged / determined by Chairman & Managing Director of the Principal/Buyer.</p>
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Section 10 - Other provisions:

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

Section 11 - Fall Clause: #

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

Signature & Stamp of Bidder: _____



For & on behalf of
MAZAGON DOCKSHIPBUILDERS LIMITED
(Office Seal)
Place _____
Date _____

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

Witness 1:
(Name & Address)

Witness 2:
(Name & Address)

**Annexure-A to Enclosure-13****GUIDELINES FOR INDIAN AGENTS OF FOREIGN SUPPLIERS**

1.0	There shall be compulsory registration of agents for all Global (Open) Tender and Limited Tender. An agent who is not registered with MDL shall apply for registration.
1.1	An agent shall represent only one Foreign Supplier and not represent two suppliers or quote on their behalf in the same tender.
	However, either the Indian Agent on behalf of the Foreign Suppliers (also includes foreign manufacturers) or the Foreign Suppliers (also includes foreign manufacturers) directly could bid in a tender, but not both. In cases where an agent participates in a tender on behalf of one manufacturer, shall not quote on behalf of another manufacturer along with the first Manufacturer in a subsequent/parallel tender for the same item.
1.2	Registered agents will file an authenticated Photostat copy duly attested by a Notary Public/Original certificate of the principal confirming the agency agreement and giving the status being enjoyed by the agent and the commission/remuneration/salary/ retainer ship being paid by the principal to the agent before the placement of order by MDL.
1.3	Wherever the Indian representatives have communicated on behalf of their principals and the foreign parties have stated that they are not paying any commission to the Indian agents, and the Indian representative is working on the basis of salary or as retainer, a written declaration to this effect should be submitted by the party (i.e. Principal) before finalizing the order.

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

2.1	Tenderers of Foreign nationality shall furnish the following details in their offer:	
	2.1.1	The name and address of the agents/representatives in India, if any and the extent of authorization and authority given to commit the Principals. In case the agent/representative be a foreign Company, it shall be confirmed whether it is real substantial Company and details of the same shall be furnished.
	2.1.2	The amount of commission/remuneration included in the quoted price(s) for such agents/representatives in India.
	2.1.3	Confirmation of the Tenderer that the commission/ remuneration if any, payable to his agents/ representatives in India, may be paid by MDL in Indian Rupees only.
2.2	Tenderers of Indian Nationality shall furnish the following details in their offers:	
	2.1.1	The name and address of the foreign principals indicating their nationality as well as their status, i.e, whether manufacturer or agents of manufacturer holding the Letter of Authority of the Principal specifically authorizing the agent to make an offer in India in response to tender either directly or through the agents/representatives.
	2.2.2	The amount of commission/remuneration included in the price (s) quoted by the Tenderer for himself.
		Signature & Stamp of Bidder: _____



	2.2.3	Confirmation of the foreign principals of the Tenderer that the commission/remuneration, if any, reserved for the Tenderer in the quoted price (s), may be paid by MDL in India in equivalent Indian Rupees on satisfactory completion of the Project or supplies of Stores and Spares in case of operation items .
2.3		In either case, in the event of contract materializing, the terms of payment will provide for payment of the commission /remuneration, if any payable to the agents/representatives in India in Indian Rupees on expiry of 90 days after the discharge of the obligations under the contract.
2.4		Failure to furnish correct and detailed information as called for in paragraph-2.0 above will render the concerned tender liable to rejection or in the event of a contract materializing, the same liable to termination by MDL. Besides this there would be a penalty of banning business dealings with MDL or damage or payment of a named sum.

Signature & Stamp of Bidder: _____

**Annexure-B to Enclosure-13****GUIDELINES ON BANNING OF BUSINESS DEALINGS CONTENTS**

Sr.	Description
1.	Introduction
2.	Scope
3.	Definitions
4.	Initiation of Banning / Suspension
5.	Suspension of Business Dealings
6.	Ground on which Banning of Business Dealing can be initiated
7.	Banning of Business Dealings
8.	Removal from List of Approved Agencies-Suppliers/ Contractors etc.
9.	Procedure for issuing Show-cause Notice
10.	Appeal against the Decision of the Competent Authority
11.	Review of the Decision by the Competent Authority
12.	Circulation of the names of Agencies with whom Business Dealings have been banned

1. Introduction

1.1	Mazagon Dock Shipbuilders Limited (MDL), being a Public Sector Enterprise and 'State', within the meaning of Article 12 of Constitution of India, has to ensure preservation of rights enshrined in Chapter III of the Constitution. MDL as also to safeguard its commercial interests. MDL deals with Agencies, who have a very high degree of integrity, commitments and sincerity towards the work undertaken. It is not in the interest of MDL to deal with Agencies who commit deception, fraud or other misconduct in the execution of contracts awarded / orders issued to them. In order to ensure compliance with the constitutional mandate, it is incumbent on MDL to observe principles of natural justice before banning the business dealings with any Agency.
1.2	Since banning of business dealings involves civil consequences for an Agency concerned, it is incumbent that adequate opportunity of hearing is provided and the explanation, if tendered, is considered before passing any order in this regard keeping in view the facts and circumstances of the case.

2. Scope

2.1	MDL reserves its rights to remove from list of approved suppliers / contractors or to ban business dealings if any Agency has been found to have committed misconduct and also to suspend business dealings pending investigation.
2.2	Similarly, in case of sale of material there is a clause to deal with the Agencies / customers / buyers, who indulge in lifting of material in unauthorized manner.
2.3	However, absence of such a clause does not in any way restrict the right of MDL to take action / decision under these guidelines in appropriate cases.
2.4	The procedure of (i) Removal of Agency from the List of approved suppliers / contractors; (ii) Suspension and (iii) Banning of Business Dealing with Agencies, has been laid down in these guidelines.
	Signature & Stamp of Bidder: _____



2.5	These guidelines apply to all the Divisions/Yards of MDL.
2.6	It is clarified that these guidelines do not deal with the decision of the Management not to entertain any particular Agency due to its poor / inadequate performance or for any other reason.
2.7	The banning shall be with prospective effect, i.e., future business dealings.

3. Definitions

In these Guidelines, unless the context otherwise requires:

i)	'Bidder / Contractor / Supplier / Purchaser / Customer' shall mean and include a public limited company or a private limited company, a firm whether registered or not, an individual, a cooperative society or an association or a group of persons engaged in any commerce, trade, industry, etc. 'Bidder / Contractor / Supplier / Purchaser / Customer' in the context of these guidelines is indicated as 'Agency'.
ii)	'Inter-connected Agency' shall mean two or more companies having any of the following features:
	a) If one is a subsidiary of the other.
	b) If the Director(s), Partner(s), Manager(s) or Representative(s) are common;
	c) If management is common;
	d) If one owns or controls the other in any manner;
iii)	'Competent Authority' and 'Appellate Authority' shall mean the following:
	a) Functional Director shall be the 'Competent Authority' for the purpose of these guidelines. CMD, MDL shall be the 'Appellate Authority'.
	b) CMD, MDL shall have overall power to take suo-moto action on any information available or received by him and pass such order(s) as he may think appropriate, including modifying the order(s) passed by any authority under these guidelines.
iv)	'Investigating Department' shall mean any Department or Unit investigating into the conduct of the Agency and shall include the Vigilance Department, Central Bureau of Investigation, the State Police or any other department set up by the Central or State Government having powers to investigate.
v)	'List of approved Agencies - Bidder / Contractors / Suppliers / Purchasers / Customers shall mean and include list of approved / registered Agencies - Bidder / Contractors / Suppliers / Purchasers / Customers, etc.

4. Initiation of Banning / Suspension

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

**5. Suspension of Business Dealings**

5.1	If the conduct of any Agency dealing with MDL is under investigation by any department, the Competent Authority may consider whether the allegations under investigation are of a serious nature and whether pending investigation, it would be advisable to continue business dealing with the Agency. If the Competent Authority, after consideration of the matter including the recommendation of the Investigating Department, if any, decides that it would not be in the interest to continue business dealings pending investigation, it may suspend business dealings with the Agency. The order to this effect may indicate a brief of the charges under investigation. If it is decided that inter-connected Agencies would also come within the ambit of the order of suspension, the same should be specifically stated in the order. The order of suspension would operate for a period not more than six months and may be communicated to the Agency as also to the Investigating Department. The Investigating Department may ensure that their investigation is completed and whole process of final order is over within such period.
5.2	The order of suspension shall be communicated to all Commercial Departmental Heads. During the period of suspension, no business dealing may be held with the Agency.
5.3	As far as possible, the existing contract(s) with the Agency may continue unless the Competent Authority, having regard to the circumstances of the case, decides otherwise.
5.4	If the gravity of the misconduct under investigation is very serious and it would not be in the interest of MDL, as a whole, to deal with such an Agency pending investigation, the Competent Authority may order suspension of business dealing with Agency and send his recommendation to Chief Vigilance Officer (CVO), MDL along with the material available, copy of which may be issued to the Agency concerned with intimation to CVO MDL. Such an order would operate for a period of six months from the date of issue.
5.5	If the Agency concerned asks for detailed reasons of suspension, the Agency may be informed that its conduct is under investigation. It is not necessary to enter into correspondence or argument with the Agency at this stage.
5.6	It is not necessary to give any show-cause notice or personal hearing to the Agency before issuing the order of suspension. However, if investigations are not complete in six months' time, the Competent Authority may extend the period of suspension by another three months, during which period the investigations must be completed.

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

6.1	If the security consideration, including questions of loyalty of the Agency to the State, so warrants;
6.2	If the Director / Owner of the Agency, proprietor or partner of the firm, is convicted by a Court of Law for offences involving moral turpitude in relation to its business dealings with the Government or any other public sector enterprises or MDL, during the last five years;
6.3	If there is strong justification for believing that the Directors, Proprietors, Partners, owner of the Agency have been guilty of malpractices such as bribery, corruption, fraud, substitution of tenders, interpolations, etc;
	Signature & Stamp of Bidder: _____



6.4	If the Agency continuously refuses to return / refund the dues of MDL without showing adequate reason and this is not due to any reasonable dispute which would attract proceedings in arbitration or Court of Law;
6.5	If the Agency employs a public servant dismissed / removed or employs a person convicted for an offence involving corruption or abetment of such offence;
6.6	If business dealings with the Agency have been banned/blacklisted by Government Agencies/ Statutory bodies, DGQA, Defence Shipyards, DPSUs or with whom commercial transactions have been suspended for sufficient and justifiable reasons.
	If the Agency having same promoters/Directors /Partners as the barred/blacklisted Company as at 6.6 above for the duration for which the barring/ blacklisting of sister concern persists.
6.7	If the Agency has resorted to Corrupt, fraudulent practices including misrepresentation of facts; If the agency who had fraudulently dealt with the Company for pecuniary gains or had connived with dealing officers for mutual benefit.
6.8	If the Agency uses intimidation / threatening or brings undue outside pressure on the MDL or its official in acceptance / performances of the job under the contract;
6.9	If the Agency indulges in repeated and / or deliberate use of delay tactics in complying with contractual stipulations;
6.10	Wilful indulgence by the Agency in supplying sub-standard material irrespective of whether predispatch inspection was carried out by MDL or not;
6.11	Based on the findings of the investigation report of CBI / Police against the Agency for malafide / unlawful acts or improper conduct on his part in matters relating to the MDL or even otherwise;
6.12	Established litigant nature of the Agency to derive undue benefit;
6.13	Continued poor performance of the Agency in several contracts;
6.14	If the Agency misuses the premises or facilities of the MDL, forcefully occupies, tampers or damages the Company's properties including land, water resources, forests / trees, etc. If the Agency who knowingly collude to defeat competition with the aim of deriving undeserved profit or gain from doing business with MDL. (Note: The examples given above are only illustrative and not exhaustive. The Competent Authority may decide to ban business dealing for any good and sufficient reason).

7. Banning of Business Dealings

7.1	Decision to ban business dealings with any Agency would apply throughout the Company.
7.2	There will be a Standing Committee to be appointed by the CMD which may include HOD of respective Commercial Section/Capital Works/OTS, HOD (M), rep of Legal Dept. and OIC (SR&R) for processing the cases of "Banning of Business Dealings". The functions of the committee shall, inter-alia include:
	i) To study the report of the Investigating Agency and decide if a prima-facie case for banning exists, if not, send back the case to the Competent Authority.
	ii) To recommend for issue of show-cause notice to the Agency by the concerned department.
	Signature & Stamp of Bidder: _____



	iii)	To examine the reply to show-cause notice and call the Agency for personal hearing, if required.
	iv)	To submit final recommendation to the Competent Authority for banning or otherwise.
7.3		If the Competent Authority is prima-facie of view that action for banning business dealings with the Agency is called for, a show-cause notice may be issued to the Agency as per paragraph 9.1 and an enquiry held accordingly.

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

8.1		If the Competent Authority decides that the charge against the Agency is of a minor nature, it may issue a show-cause notice as to why the name of the Agency should not be removed from the list of approved Agencies - Suppliers / Contractors, etc.
8.2		The effect of such an order would be that the Agency would not be disqualified from competing in Open Tender Enquiries but LTE may not be given to the Agency concerned.
8.3		Past performance of the Agency may be taken into account while processing for approval of the Competent Authority for awarding the contract.

9. Show-cause Notice

9.1		In case where the Competent Authority decides that action against an Agency is called for, a show-cause notice has to be issued to the Agency. Statement containing the imputation of misconduct or misbehavior may be appended to the show-cause notice and the Agency should be asked to submit within 15 days a written statement in its defence.
9.2		If the Agency requests for inspection of any relevant document in possession of MDL, necessary facility for inspection of documents may be provided.
9.3		The Competent Authority may consider and pass an appropriate speaking order:
	a)	For exonerating the Agency if the charges are not established;
	b)	For removing the Agency from the list of approved Suppliers / Contractors, etc.
	c)	For banning the business dealing with the Agency.
9.4		If it decides to ban business dealings, the period for which the ban would be operative may be mentioned. The order may also mention that the ban would extend to the interconnected Agencies of the Agency.

10. Appeal against the Decision of the Competent Authority

10.1		The Agency may file an appeal against the order of the Competent Authority banning business dealing, etc. The appeal shall lie to Appellate Authority. Such an appeal shall be preferred within one month from the date of receipt of the order banning business dealing, etc.
10.2		Appellate Authority would consider the appeal and pass appropriate order which shall be communicated to the Agency as well as the Competent Authority.

Signature & Stamp of Bidder: _____

**11. Review of the Decision by the Competent Authority**

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

12.1	Depending upon the gravity of misconduct established, the Competent Authority may direct HOD (Materials)/OIC (SR&R) to circulate the names of Agency with whom business dealings have been banned, to the Government Departments, other Public Sector Enterprises, etc. for such action as they deem appropriate.
12.2	If Government Departments or a Public Sector Enterprise request for more information about the Agency with whom business dealings have been banned, a copy of the report of Inquiring Authority together with a copy of the order of the Competent Authority / Appellate Authority may be supplied.
12.3	If business dealings with any Agency have been banned by the Central or State Government or any other Public Sector Enterprise, MDL may, without any further enquiry or investigation, issue an order banning business dealing with the Agency and its inter-connected Agencies.

Signature & Stamp of Bidder: _____



RTGS/NEFT – MANDATE AUTHORISATION FORM

(ILLUSTRATIVE FORMAT)

1. Supplier's / Vendor's Name:

2. Supplier's / Vendor's Name as per Bank Records:

3A. Supplier's Code

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3B. Supplier's PAN Number: #

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Quoting PAN No. in all the e-returns has become 100% mandatory w.e.f. 14-02-2008 hence, ensure to fill-up this and also send a photocopy of PAN duly self-attested. If there is any difference between the name given in the supplier's name and name given in the PAN card, then a note to explain the reason for the difference and the correlation between both.

4. Supplier's / Vendor's Complete Postal Address:

Door No.								Street:											
Location:								District:											
City:								State					PIN						

5. Supplier's / Vendor's E-mail ID:

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6. Supplier's / Vendor's Telephone Number & Mobile Phone Number:

7. Name of the Bank:

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8. Bank (Branch) Postal Address:

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

9. RTGS*/NEFT - Code of the Branch:**

RTGS:																			
NEFT:																			

RTGS* - "Real Time Gross Settlement", NEFT** - "National Electronic Fund Transfer".
 These "IFSC" Codes are unique numbers of each Branch - "Indian Financial Services Code". For some Branches both the codes are the same and some Banks, may maintain one Code No. for RTGS and another Code No. for NEFT. Hence, please fill-up both the rows, even if it is the same.



10. Nature of the Account: (Tick whichever is applicable & put 'x' mark for the balance two accounts)

Saving Bank Account:		Cash Credit Account:		Current Account:	
----------------------	--	----------------------	--	------------------	--

11. Bank Account Number of the Supplier: ©

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© Fill up from the 1st column. For the balance left out blank columns, please mention 'x' mark. 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: Supplier's Seal: Authorized Signature of the Supplier:

Certified that the particulars as per Serial Numbers 2, 7 to 11 are correct as per our records.

Date: Bank's Stamp Authorized Signature of the Officer of the Bank.

**Enclosure-15****PROFORMA BANK GUARANTEE 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.)

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

2. We, Bank further agree that the Company shall be sole judge whether the said tenderer has failed to perform or fulfil the said tender in terms thereof or committed breach of any terms and conditions of the tender the extent of loss, damage, cost, charges and expenses suffered or incurred or would be suffered or incurred by the Company on account thereof and we waive in the favour of the Company all the rights and defences to which we as guarantors may be entitled to.
3. We, Bank further agree that the amount demanded by the Company as such shall be final and binding on the Bank as to the Bank 's liability to pay and the amount demanded and the Bank undertake to pay the Company the amount so demanded on first demand and without any demur notwithstanding any dispute raised by the tenderer or any suit or other legal proceedings including arbitration pending before any court, tribunal or arbitrator relating thereto, our liability under this guarantee being absolute and unconditional.
4. We, Bank further agree with the Company that the Company shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said tender/or to extend time of performance by the tenderer from time to time or to postpone for any time to time any of the powers exercisable by the Company against the tenderer and to forbear to enforce any of the terms and conditions relating to the tender and we shall not be relieved from our liability by reason of any such variation or extension being granted to the tenderer or for any forbearance, act or omission on the part of the Company or any indulgence by the Company to the tenderer or by any such matter or things whatsoever which under the law relating to sureties would have the effect of relieving us.
5. We, Bank further undertake not to revoke this guarantee during its currency except with the previous consent of the Company in writing.
6. We, Bank also agree that the Bank's liability under this guarantee shall not be affected by any change in the constitution of the tenderer or dissolution or winding up of the business of the tenderer.
7. Notwithstanding anything contained herein above:
 - i) Our liability under this guarantee shall not exceed Rs.....
 - ii) This Bank Guarantee shall be valid upto and including; and



iii) We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before(validity + ---weeks from the date of expiry of this guarantee).

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

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

.....

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

(Signature of a person authorized

to sign on behalf of "the Bank")

**Enclosure-16****PROFORMA BANK GUARANTEE FOR PERFORMANCE SECURITY**

(ILLUSTRATIVE FORMAT)

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

IN CONSIDERATION OF MAZAGON DOCK SHIPBUILDERS LIMITED, a company incorporated under the Companies Act 1956 and having its registered office at Dockyard Road, Mumbai 400010 (hereinafter referred to as the "the 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 a Bank Guarantee in lieu of Performance Security payable under the said order for the fulfillment and performance of the said order, We, Bank having office at (hereinafter referred to as "the Bank" which expression shall includes its 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, Bank 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 guarantors may be entitled to.

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

4. We, Bank further agree with the Purchaser that the Purchaser shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said order/or to extend time of performance by the Supplier from time to time or to postpone for any time to time any of the 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, Bank further undertake not to revoke this guarantee during its currency except with the previous consent of the Purchaser in writing.



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

7. Notwithstanding anything contained herein above:

i) Our liability under this guarantee shall not exceed Rs.....

ii) This Bank Guarantee shall be valid 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 + 4 weeks from the date of expiry of this guarantee).

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

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

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



Enclosure-17

(NOT APPLICABLE FOR THIS TENDER)



Enclosure-18

(NOT APPLICABLE FOR THIS TENDER)

**Enclosure-19**

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

Sub: Integrated Facility Management Services in MDL Factory & Residential Premises.
Ref: MDL Tender No.1900000176

S.N	Item Description	Unit	Qty	Rate (Rs.)	Amount (Rs.)
(I)	PART I – YARD UPKEEP CELL (NY, SY, ALY & RESIDENTIAL AREA)				
A	HOUSE KEEPING SERVICES & SUPPLY OF ITEMS				
1	HOUSE KEEPING MANPOWER FOR MDL YARD & MDL-RESIDENTIAL AREA INCLUDING BELAPUR QUARTERS	MANDAY	131750	1368.86	18,03,47,305.00
2	Manpower requirement on Saturday	MANDAY	23000	1368.86	3,14,83,780.00
3	Manpower requirement on Sunday / Holiday	MANDAY	750	2737.72	20,53,290.00
4	Manpower requirement beyond Working Hours	HOUR	5000	342.22	17,11,100.00
5	Washing of Main roads in NY,SY	AU	4	4424.84	17,699.36
6	Cleaning of Compound walls, Boundary walls, Gates	AU	12	27915.59	3,34,987.08
7	Glass Façade Cleaning of Mazdock House Building	AU	8	4652.59	37,220.72
8	Glass Façade Cleaning of Service Block Building	AU	8	4652.59	37,220.72
9	Glass Façade Cleaning of MDRC / Gymnasium in Resi. Area	AU	8	4652.59	37,220.72
10	Glass Façade Cleaning of New Security Complex	AU	8	4652.59	37,220.72
11	Cleaning of Fire Shed	AU	4	1742.23	6,968.92
12	Cleaning and Washing of Parking shed in residential area	AU	24	1742.23	41,813.52
	SUPPLY OF ITEMS				
13	Supply of Hand Wash / Liquid Soap	Litre	10000	60.28	6,02,800.00
14	Supply of Hand Sanitizer (Ethyl Alcohol 70-95%)	Litre	500	123.79	61,895.00
15	Supply of Wall Mount Soap Dispenser	Nos.	200	415.33	83,066.00
16	Hiring of Cherry Picker Lift	DAY	10	13064.22	1,30,642.20
17	Removal, Transportation and Disposal of Debris with the help of Dumpers	AU	125	7987.30	9,98,412.50
18	Supply of Water Tankers (10000 LTRS CAPACITY)	NOS	20	2048.74	40,974.80



19	Cleaning of Drainages using Suction cum Water Jet Machine	AU	12	6154.22	73,850.64
20	Wheeled Trolley (Dustbin) - 120 Ltr	NOS	50	3000.00	1,50,000.00
21	Closed Dustbin with paddle (Medium) for Ladies toilet	NOS	100	250.00	25,000.00
22	Open Dustbin (Medium) for Office use	NOS	500	175.00	87,500.00
23	Synthetic Rubber Mat/Tufted carpet as per IS: 5884 (width-4Ft/length-40Ft)	NOS	6	144922.50	8,69,535.00
24	Welcome Door Mat Synthetic Rubber Mat (W-3Ft/L-4Ft)	NOS	50	450.00	22,500.00
TOTAL A					21,92,92,002.90
B	GARDEN MAINTENANCE ACTIVITIES				
1	Creation of new gardens. (Rate to be quoted per Sq. M.)	Sq. M.	2000	642.53	1285060.00
2	Maintenance of All gardens (Rate to be quoted per Sq. M. Per month)	Sq. M.	192000	51.60	9907200.00
3	Maintenance of Potted plants (Rate to be quoted per pot Per month)	Nos.	108000	5.84	630720.00
4	Indoor potted plants on Rental basis (Rate to be quoted per pot Per month)	Nos.	2000	204.44	408880.00
5	Flowery potted plants on rental basis (Rate to be quoted per pot Per month)	Nos.	7000	262.84	1839880.00
6	Removal of unwanted growth of plants, bushes, grass etc. from walls, surroundings of docks, open areas etc. at NY, SY (Rate to be quoted per service)	AU	4	11682.59	46730.36
7	Removal of grass and wild growth scattered in the open premises of Alcock Yard (Excluding areas under EY) (Rate to be quoted per service)	AU	4	9346.08	37384.32
8	Trimming of Small trees (Rate to be quoted per tree)	Nos.	100	233.65	23365.00
9	Trimming of Medium trees (Rate to be quoted per tree)	Nos.	100	584.12	58412.00
10	Trimming of Big trees (Rate to be quoted per tree)	Nos.	500	1168.25	584125.00
11	Disposal of fallen Small trees (Rate to be quoted per tree)	Nos.	5	233.65	1168.25
12	Disposal of fallen Medium trees (Rate to be quoted per tree)	Nos.	5	584.12	2920.60
13	Disposal of fallen Big trees (Rate to be quoted per tree)	Nos.	15	1168.25	17523.75



14	Removal of Wild Growth & Vegetation from buildings of NY, SY, ALY & Residential Buildings	Nos.	500	78.84	39420.00
TOTAL SECTION B					1,48,82,789.28
C	SUPPLY OF GARDEN MATERIALS				
1	PESTICIDE	LTR	30	1200.00	36000.00
2	HERBICIDE	LTR	20	1200.00	24000.00
3	ORGANIC FERTILIZER	KG	500	17.64	8820.00
4	UREA	KG	100	34.44	3444.00
5	SUPHALA	KG	40	57.40	2296.00
6	PEBBLES ALL COLOURED	KG	2500	28.69	71725.00
7	GRAVELS	KG	500	29.95	14975.00
8	PLASTIC PLATES FOR POTS 6" diameter	NOS	200	13.30	2660.00
9	PLASTIC PLATES FOR POTS 8" diameter	NOS	150	18.97	2845.50
10	PLASTIC PLATES FOR POTS 10" diameter	NOS	150	24.28	3642.00
11	PLASTIC PLATES FOR POTS 12" diameter	NOS	100	29.95	2995.00
12	PLASTIC PLATES FOR POTS 14" diameter	NOS	100	31.61	3161.00
13	PLASTIC PLATES FOR POTS 16" diameter	NOS	100	39.93	3993.00
14	GEODRAINCELL 20 mm	SQMT	500	242.39	121195.00
15	GEO TEXTILE - GSM 150	SQMT	500	66.62	33310.00
16	COURSE SWEET RIVER SAND	KG	500	17.29	8645.00
PLANTS					
17	RANGOON CREEPER 1' to 1.5'	NOS	100	49.92	4992.00
18	JASMIN SPP.	NOS	100	53.24	5324.00
19	ASPARAGUS 6" to 12"	NOS	200	31.61	6322.00
20	PORTULACA 6"	NOS	100	31.61	3161.00
21	CARNATION 12"	NOS	100	31.61	3161.00
22	DAHLIA 6"	NOS	100	46.59	4659.00
23	WADELIA 6"	NOS	100	31.61	3161.00
24	ZEBRINA PENDULA 6"	NOS	200	29.95	5990.00
25	POTHOS(MONEY PLANT) 6"	NOS	200	64.89	12978.00
26	ALTERNANTHRA 6"-12"	NOS	200	25.96	5192.00
27	BOUGAINVILLEA 2'	NOS	200	43.25	8650.00
28	IXORA SPP 2' to 3'	NOS	100	226.30	22630.00
29	HELLICONIA SPP 2'	NOS	300	94.85	28455.00
30	JATROPHA 2'	NOS	100	47.25	4725.00
31	PHILODENDRON SPP. 1'	NOS	150	96.51	14476.50



32	AGLONAEMA 2'	NOS	300	158.07	47421.00
33	CHLOROPHYTUM 6"	NOS	200	28.28	5656.00
34	Z Z PLANT 1.5' TO 2'	NOS	100	156.42	15642.00
35	FERN 1'	NOS	100	65.89	6589.00
36	P.SELLOWM 1'	NOS	100	154.74	15474.00
37	SYNGONIUM 12"	NOS	200	51.66	10332.00
38	SENSAVARIA 6" TO 12"	NOS	100	109.82	10982.00
39	KOREAN LAWN	SQMT	1500	176.38	264570.00
40	PASPULUM LAWN	SQMT	1000	227.96	227960.00
41	TECOMA 1.5' TO 2'	NOS	100	49.92	4992.00
42	LANTANA 6"	NOS	100	26.40	2640.00
43	ADENIUM 2'	NOS	50	822.02	41101.00
44	TABLE PALM 2' TO 3'	NOS	50	625.67	31283.50
45	CROTON 1.5'	NOS	100	193.01	19301.00
46	PHEONIX PALM 4'	NOS	50	567.42	28371.00
47	RATRANI 2'	NOS	50	28.28	1414.00
48	FICUS BLACKEANA 3'	NOS	50	622.34	31117.00
49	PLUMERIA ALBA 4'	NOS	50	1106.56	55328.00
50	PISSONIA ALBA 3' TO 4'	NOS	50	780.42	39021.00
51	DRACEANA REFLEXA 2.5' TO 3'	NOS	50	472.58	23629.00
52	DRACEANA GOLD 2'	NOS	100	161.41	16141.00
53	DRACEANA SPP. 2'	NOS	200	474.24	94848.00
54	PENDANUS 1'	NOS	100	93.17	9317.00
55	ROHEO 6"	NOS	100	26.62	2662.00
56	KANHER DWARF 2'	NOS	50	44.93	2246.50
57	ROSE MINIATURE 1'	NOS	100	26.62	2662.00
58	YUCCA 2.5'	NOS	100	252.04	25204.00
59	BUDDHABELLY BAMBOO 3' TO 5'	NOS	50	770.43	38521.50
60	PANDA FICUS 2' TO 2.5'	NOS	50	675.59	33779.50
61	MALPIGHIA 2' TO 2.5'	NOS	50	675.59	33779.50
62	ARECA PALM 4' AND ABOVE	NOS	500	880.26	440130.00
63	FOXTAIL PALM 5' TO 7'	NOS	50	1131.53	56576.50
64	DATE PALM 8'	NOS	5	18686.94	93434.70
65	MINI IXORA 1' TO 1.5'	NOS	500	18.89	9445.00
66	ROSE 2'	NOS	100	37.80	3780.00
67	CHRISTMAS TREE 3'	NOS	10	474.24	4742.40
68	CYPRUS 2' TO 4'	NOS	50	672.26	33613.00
69	ARALIA 1' TO 2'	NOS	100	78.20	7820.00
70	GOLDEN DURANTA	NOS	500	6.29	3145.00



71	JUNRIPER 3' above	NOS	100	315.05	31505.00
72	CHRYSANTHEMUM 1'	NOS	100	51.58	5158.00
73	VINCA 1'	NOS	200	26.62	5324.00
74	KANHER WHITE PINK RED 3'	NOS	100	37.80	3780.00
75	POINSETTIA 1.5' TO2'	NOS	200	186.37	37274.00
76	BONSAI PLANTS 1'	NOS	20	630.12	12602.40
77	CYCAS PALM 2' TO 2.5'	NOS	20	1148.17	22963.40
78	CANNA 1.5' TO 2'	NOS	300	49.92	14976.00
79	LUCKY BAMBOO 1'	NOS	50	37.80	1890.00
80	LILY 1'	NOS	200	12.61	2522.00
81	MINI TAGAR 1.5' TO 2'	NOS	100	68.89	6889.00
82	SPETHYPHYLAM 18" TO 24"	NOS	200	37.80	7560.00
83	PLUMERIA ALBA 4' ABOVE	NOS	25	1589.14	39728.50
84	PLUMERIA DWARF 3.5'	NOS	25	1589.14	39728.50
85	VARIEGATED FICUS 2' TO 4'	NOS	50	252.04	12602.00
86	ALLUMINIUM PLANT 1.5' TO 2'	NOS	100	48.24	4824.00
87	SUCCULENT PLANTS	NOS	50	216.32	10816.00
88	CACTUS PLANTS	NOS	50	321.15	16057.50
89	HIBISCUS HYBRID AND TROPICAL	NOS	200	163.06	32612.00
90	RAPHIS PALM	NOS	50	505.19	25259.50
91	COLEUS 6"	NOS	100	12.61	1261.00
92	SCHEPLERA GRREN VARIEGATED 1.5'	NOS	100	78.20	7820.00
93	FRUIT TREES 4'	NOS	25	1131.53	28288.25
94	ANTHURIUM 1 FEET	NOS	50	189.44	9472.00
95	RED SEAL WAX PALM 4 FEET	NOS	20	890.25	17805.00
CERAMIC / PLASTIC/FIBER & BRASS POTS					
96	CERAMIC POTS SMALL 6" UPPER DIAMETER	NOS	50	103.33	5166.50
97	CERAMIC POTS MEDIUM 10"	NOS	100	376.60	37660.00
98	CERAMIC POTS BIG 12"	NOS	50	459.26	22963.00
99	CERAMIC POTS BONSAI POTS	NOS	25	459.26	11481.50
100	PLASTIC POTS SMALL 8"UPPER DIAMETER	NOS	500	45.92	22960.00
101	PLASTIC POTS MEDIUM 14"UPPER DIAMETER	NOS	500	103.33	51665.00
102	PLASTIC POTS BIG POTS 18" AND ABOVE UPPER DIAMETER	NOS	100	229.63	22963.00
103	ROUND BRASS FLOWER POT 14" DIAMETER	NOS	20	2330.79	46615.80
104	FIBER POTS SMALL 9"UPPER DIAMETER	NOS	50	196.35	9817.50



105	FIBRE POTS MEDIUM 16"UPPER DIAMETER	NOS	50	638.43	31921.50
106	FIBER POTS BIG POTS 18" UPPER DIAMETER	NOS	50	971.55	48577.50
107	FIBER POTS RECTANGULAR POTS 1' *3'	NOS	50	1865.37	93268.50
OTHER GARDEN ITEMS					
108	HANGING BASKET	NOS	100	58.23	5823.00
109	RED EARTH	CU/MT	250	1291.54	322885.00
110	COWDUNG MANURE	CU/MT	100	1291.54	129154.00
111	VERTICAL GARDEN ALONG WITH IRRIGATION SYSTEM	SQMT	100	11681.42	1168142.00
112	COCO PIT	KG	1000	14.18	14180.00
113	ALL INCLUSIVE CHARGES FOR TERRACE GARDEN-WATER PROOFING AS PER SOW	SQMT	150	2689.24	403386.00
114	CHRISTIANA FICUS 2 FT	NOS	100	600.00	60000.00
115	BOUGAINVILLEA DWARF 1-2 FT	NOS	150	150.00	22500.00
116	CHINESE EVERGREEN 1 FT	NOS	100	200.00	20000.00
117	CALADIUM 1 FT	NOS	50	250.00	12500.00
118	MUSANDA 1 FT	NOS	100	250.00	25000.00
119	EUPHORBIA 1-1.5 FT	NOS	100	80.00	8000.00
120	LEMONIA 2 FT	NOS	100	80.00	8000.00
121	HIBISCUS	NOS	100	80.00	8000.00
122	PEPEROMIA 0.6 FT	NOS	100	120.00	12000.00
123	CALATHEA 1 FT	NOS	50	250.00	12500.00
124	GOLDEN MONEY PLANT 0.6 FT	NOS	100	80.00	8000.00
125	TABLE BAMBOO 1 FT	NOS	50	200.00	10000.00
126	EARTHEN POT 12 INCH	NOS	20	3200.00	64000.00
127	MOCLUM FICUS 1 FT	NOS	50	200.00	10000.00
128	BRASSIA PLANT 4-5 FT	NOS	25	850.00	21250.00
129	CALATRIA LULRA 4-5 FT	NOS	25	850.00	21250.00
130	WHITE DIFFENBACKIA 1 FT	NOS	25	450.00	11250.00
131	OXAUS 1/2 FT	NOS	50	200.00	10000.00
132	IMPATIENS 1 FT	NOS	50	250.00	12500.00
133	XANTO SOMA 1-2 FT	NOS	25	650.00	16250.00
134	ZARIA 1 FT	NOS	25	450.00	11250.00
135	CURCUMA SESSILLIS 1-2 FT	NOS	50	550.00	27500.00
136	FIBER POTS 24" UPPER DIAMETER	NOS	25	2550.00	63750.00
137	ARTIFICIAL FLOWERS 2'	NOS	20	2550.00	51000.00
138	ARTIFICIAL FLOWERS 5'	NOS	10	7000.00	70000.00



139	FIBER BIG POT 36" UPPER DIAMETER	NOS	20	7000.00	140000.00
140	GEO TEXTILE 200 GSM	SQMT	200	77.71	15542.00
TOTAL C					58,71,643.95
D	PEST CONTROL SERVICES				
1	Anti-Rodent Treatment Services for Open Spaces, Office Buildings, Shops in NY, SY,ALY and Officers' Mess	Nos.	48	1497.62	71885.76
2	Anti-Rodent Treatment Services for Residential Area (Dockyard Road)	Nos.	48	748.81	35942.88
3	Anti-Rodent Treatment Services for Residential Area (Belapur)	Nos.	48	748.81	35942.88
4	Mosquito Management Services in Open spaces and all shops in NY, SY & ALY	Nos.	64	2995.24	191695.36
5	Mosquito Management Services in Residential Area (Dockyard Road)	Nos.	64	1198.10	76678.40
6	Mosquito Management Services in Residential Area (Belapur)	Nos.	64	948.49	60703.36
7	Removal of Honeycomb on Cranes in NY & SY	Nos.	20	499.21	9984.20
8	Removal of Honeycomb on Buildings, Shops, Trees etc. in NY, SY,ALY & Residential Areas	Nos.	20	499.21	9984.20
9	Termite Treatment Services in Mazdock House	Sq. M.	9000	42.52	382680.00
10	Termite Treatment Services in New Security Complex	Sq. M.	3000	37.94	113820.00
11	Termite Treatment Services in FOB Building	Sq. M.	9600	67.86	651456.00
12	Termite Treatment Services in West Block Building	Sq. M.	17000	39.56	672520.00
13	Termite Treatment Services in Service Block Building	Sq. M.	14400	43.25	622800.00
14	Termite Treatment Services in Moghul House	Sq. M.	4600	126.38	581348.00
15	Termite Treatment Services in Scindia Building	Sq. M.	3000	37.94	113820.00
16	Termite Treatment Services in Project Office (TS)Building	Sq. M.	2800	37.94	106232.00
17	Termite Treatment Services in ATS(Welding,Basic+3,BTC+1,Marine Centre)	Sq. M.	1600	37.94	60704.00
18	Termite Treatment Services in Reception Office, CSO Office, CISF Office, Fire Dept.	Sq. M.	6000	78.44	470640.00
19	Termite Treatment Services in CURRIE HOUSE BUILDING	Sq. M.	7600	36.25	275500.00
20	Termite Treatment Services in SARIN HOUSE BUILDING	Sq. M.	8200	33.60	275520.00



21	Termite Treatment Services in ANGRE HOUSE BUILDING	Sq. M.	14600	33.24	485304.00
22	Termite Treatment Services in P&O TERRACE with MDRC (G+2 floor)	Sq. M.	16000	28.60	457600.00
23	Termite Treatment Services in VASHI - JN2 & JN4 FLATS	Sq. M.	2800	81.28	227584.00
24	Termite Treatment Services in VASHI - F1 FLATS	Sq. M.	3000	59.90	179700.00
25	Termite Treatment Services in C-6 TYPE FLATS AT SECTOR-3, CBD BELAPUR	Sq. M.	6000	45.92	275520.00
26	Treatment for Cockroaches, Ant in Residential Premises (Dockyard Road) - Currie House Flats	Nos.	96	349.44	33546.24
27	Treatment for Cockroaches, Ant in Residential Premises (Dockyard Road) - Sarin House Flats	Nos.	120	349.44	41932.80
28	Treatment for Cockroaches, Ant in Residential Premises (Dockyard Road) - Angre House Flats	Nos.	432	179.71	77634.72
29	Treatment for Cockroaches, Ant in Residential Premises (Dockyard Road) - P&O Terrace (Duplex Flats)	Nos.	66	349.44	23063.04
30	Treatment for Cockroaches, Ant in Residential Premises (Dockyard Road) - P&O Terrace (Boat Deck Flats)	Nos.	126	249.60	31449.60
31	Treatment for Cockroaches, Ant in Residential Premises (Dockyard Road) - MDRC Club & Gymnasium	Nos.	6	798.73	4792.38
32	Treatment for Cockroach, Ants-red & Black - Officers' Mess	Nos.	24	4992.06	119809.44
33	Treatment for Cockroach, Ants-red & Black - Central Kitchen ALY	Nos.	24	4992.06	119809.44
34	Treatment for Cockroach, Ants-red & Black - Worker Canteen Service Block	Nos.	24	4992.06	119809.44
35	Treatment for Cockroaches, Ant in Residential Premises (CBD Belapur)	Nos.	360	179.71	64695.60
36	Treatment for Cockroaches, Ant in Residential Premises (Vashi) - JN2 Type Flats & JN4 Type Flats	Nos.	162	199.68	32348.16
37	Treatment for Cockroaches, Ant in Residential Premises (Vashi) - F1 Type Flats	Nos.	96	179.71	17252.16
38	Bed Bug Treatment in Flats of Residential Area (Dockyard Road, Vashi & Belapur)	Nos.	40	399.36	15974.40
TOTAL D					71,47,682.46
E	OPERATION & MAINTENANCE OF ROAD SWEEPER MACHINE				



1	CAMC for Road Sweeper Machine	Month	24	50259.05	1206217.20
2	Supply of Operator	MANDAY	550	1637.91	900850.50
3	Supply of Helper	MANDAY	550	1239.99	681994.50
4	Operator Requirement on Sunday/Holiday	Days	10	3275.82	32758.20
5	Helper Requirement on Sunday/Holiday	Days	10	2479.98	24799.80
6	Operator services beyond normal working hours	Hrs.	250	409.48	102370.00
7	Helper services beyond normal working hours	Hrs.	250	310.00	77500.00
				TOTAL (E)	30,26,490.20
F	SPARE ITEMS NOT COVERED UNDER REGULAR CAMC				
1	New Tyres	Nos.	4	13079.20	52316.80
2	Hydraulic motor	Nos.	2	46111.65	92223.30
3	Centre Broom motor	Nos.	2	40347.75	80695.50
4	Side Broom Motor	Nos.	2	40347.75	80695.50
5	Vibrator motor	Nos.	2	34583.66	69167.32
6	Side Cylinder	Nos.	2	9222.33	18444.66
7	Drum Cylinder	Nos.	2	11527.99	23055.98
8	Pneumatic Valve	Nos.	10	8645.91	86459.10
9	Clutch	Nos.	2	23055.66	46111.32
10	Air Filter Unit	Nos.	3	5763.83	17291.49
11	Compressor Belt	Nos.	10	14986.16	149861.60
12	Radiator	Nos.	2	25266.48	50532.96
13	Power Steering Box	Nos.	1	22969.46	22969.46
14	Break Booster	Nos.	1	20672.78	20672.78
15	Battery Main	Nos.	1	12089.10	12089.10
16	Battery Auxiliary	Nos.	1	12089.10	12089.10
17	Main engine Over hauling service cost	Nos.	2	253297.44	506594.88
18	Auxiliary engine over hauling service cost	Nos.	2	230270.41	460540.82
19	Gear Box Overhauling service cost	Nos.	2	63324.28	126648.56
20	Suspension - (set)	Nos.	2	40642.68	81285.36
21	Air Compressor Overhauling Service Cost	Nos.	2	81285.04	162570.08
22	Lower housing assy (Fow jet) MS	Nos.	2	16837.55	33675.10
23	V-Grove belt	Nos.	2	18579.45	37158.90
24	Rear door seal	Nos.	2	2903.04	5806.08
25	Mud flap rubber	Nos.	10	3019.19	30191.90
26	Light control module	Nos.	2	13691.22	27382.44



27	Suction Head Wheel	Nos.	8	3533.04	28264.32
28	Main Broom Drive tube	Nos.	2	9164.08	18328.16
29	Fuel off sol 12VDC with fine	Nos.	2	11255.09	22510.18
30	Service Charges Renewal of Fitness Certificate, PUC, Payment of Road Tax	Nos.	2	17346.08	34692.16
31	Flexible Suction Hose	Nos.	1	10985.85	10985.85
32	Dust Filter	Nos.	35	6000	210000.00
33	Front Engine Oil	Ltr	15	1,016.00	15240.00
34	Oil Filter	Nos.	1	1,350.00	1350.00
35	Diesel Filter	Nos.	3	783.00	2349.00
36	Rear Engine Oil	Ltr	15	1,016.00	15240.00
37	Rear Oil Filter	Nos.	1	1,350.00	1350.00
38	Rear Diesel Filter	Nos.	2	1,267.00	2534.00
39	Hydraulic Oil	Ltr	20	450.00	9000.00
40	Gear Oil	Ltr	20	450.00	9000.00
41	Hydraulic Relay	Nos.	8	4,000.00	32000.00
42	Diesel Pipe	Nos.	4	1,575.00	6300.00
43	Front Starter Service	Nos.	2	4,500.00	9000.00
44	Rear Starter Service	Nos.	2	4,500.00	9000.00
45	Centre Brush	Nos.	2	24,000.00	48000.00
46	Side/Front Brush	Nos.	24	6,000.00	144000.00
47	Stop & Accelerator Cable	Nos.	6	1,800.00	10800.00
48	Pneumatic Cylinder	Nos.	6	13,500.00	81000.00
49	Air Control Valve	Nos.	8	750.00	6000.00
50	Hydraulic Cylinder	Nos.	2	18,000.00	36000.00
51	Rope Cable	Mtr	20	1,250.00	25000.00
TOTAL F					30,94,473.76
G	MAINTENNANCE OF BIO WASTE COMPOST MACHINE				
1	Maintenance Quarterly - 2 Years	QUARTER S	8	4792.38	38339.04
LIST OF SPARE PARTS					
2	Gear Box: Size A:200, Ratio: 10:1	NOS	1	14776.50	14776.50
3	Chopper Assembly	NOS	1	24461.09	24461.09
4	Chopper Blade (04 Nos.) Set	SET	1	4193.33	4193.33
5	Bearing	NOS	2	3144.10	6288.20
6	ELCB	NOS	1	7847.51	7847.51
7	Toggle Clamp	NOS	1	1797.14	1797.14
8	Drive Pulley: A-2, 100 PCD	NOS	1	2545.95	2545.95
9	Driven Pulley: A-2, 100 PCD	NOS	1	2545.95	2545.95



10	Side Shaft Bush (4 Halves)	NOS	2	2945.32	5890.64
11	Material Trolley Wheel (04 Nos.)	SET	1	2446.11	2446.11
12	Drive Motor: 2 HP, 1440 RPM, 415 Volts, 50 Hz, 3 Phase,	NOS	1	10483.33	10483.33
13	Chopper Motor: 2 HP, 2900 RPM, 415 Volts, 50 Hz, 3 Phase,	NOS	1	10483.33	10483.33
14	Chain Coupling	NOS	1	4792.38	4792.38
15	V Belt	NOS	2	1198.09	2396.18
16	Main Shaft	NOS	1	10782.85	10782.85
17	Plough Steam Assembly	NOS	6	2196.51	13179.06
18	Discharge Assembly	NOS	1	21865.22	21865.22
19	Flexible Coupling	NOS	1	848.65	848.65
20	Control Panel	NOS	1	25659.19	25659.19
21	Contacto	NOS	2	2995.24	5990.48
22	Overload Relay	NOS	2	3194.92	6389.84
23	Timer	NOS	1	5191.74	5191.74
24	Ammeter	NOS	2	1248.02	2496.04
25	ON / OFF Switch	NOS	2	898.57	1797.14
26	Buzzer	NOS	1	848.65	848.65
27	Emergency Stop	NOS	1	349.44	349.44
28	Elements	NOS	8	299.52	2396.16
29	Connector	NOS	22	44.93	988.46
30	MCB	NOS	1	2795.55	2795.55
31	Gear/Lube Oil	LTR	1	648.97	648.97
32	Saw Dust	Kg	100	9.50	950.00
33	Bio Culture	Kg	20	254.59	5091.80
TOTAL G =					2,47,555.92
H	SERVICE TRENCH CLEANING SERVICES				
1	Kasara North wall side Trench cleaning (Width-0.75m, Height-0.75m)	M	1,240	71.88	89131.20
2	Kasara South wall side Trench cleaning (Width-0.75m, Height-0.75m)	M	1060	74.88	79372.80
3	Ritchie Dry Dock North side Trench cleaning (Width-0.75m, Height-0.75m)	M	880	74.88	65894.40
4	NY Slipway (North Side) Trench cleaning (Width-1.40m, Height-0.56m)	M	420	62.89	26413.80
5	NY Slipway (South Side) Trench cleaning (Width-1.40m, Height-0.56m)	M	420	62.89	26413.80



6	North Yard Assembly Shop Trench cleaning (Width-1.45m, Height-0.45m)	M	400	62.89	25156.00
7	SY Slipway No.1 (North Side) Trench cleaning (Width-1.12m, Height-0.52m)	M	484	89.85	43487.40
8	SY Slipway No.2 (South Side) Trench cleaning (Width-1.12m, Height-0.52m)	M	448	89.85	40252.80
9	SY Slipway No.2 (North Side) Trench cleaning (Width-1.15m, Height-0.52m)	M	528	89.85	47440.80
10	SY Slipway No.2 (South Side) Trench cleaning (Width-1.14m, Height-0.52m)	M	440	89.85	39534.00
11	South Yard Assembly Shop A Trench cleaning (Width-1.90m, Height-0.85m)	M	348	77.87	27098.76
12	South Yard Assembly Shop Trench cleaning (Width-0.60m, Height-0.60m)	M	360	77.87	28033.20
13	Cable Trenches cleaning in EY (Width-1.14m, Height-0.75m)	M	624	95.84	59804.16
14	Miscellaneous Trenches cleaning (Width-0.75m to 1m, Height-0.75m to 1m)	M	1000	74.88	74880.00
TOTAL H					6,72,913.12
I	FRESH WATER TANK CLEANING SERVICES				
1	Fire Station No. 1 (Mazdock House) -Underground RCC Fresh water tanks, capacity_30,000 Gallon_ each: Fire station no.1 (Mazdock house), Fire Station no.2 & near Currie House Garden. - 256.87 Sq. M.	Sq. M.	4.00	11540.79	46163.16
2	Fire Station No. 2 -Underground RCC Fresh water tank, capacity_10,000 Gallons: Mazdock house back side, NY. - 225.66 Sq. M.	Sq. M.	4.00	10138.57	40554.28
3	Near Currie House Garden- Underground RCC Fresh water tank, capacity_3000 Gallons_ near Pickling shop, NY - 377.93 Sq. M.	Sq. M.	4.00	16979.83	67919.32
4	Mazdock House Back Side, NY - Underground RCC Fresh water tank, capacity_15,000 Gallons_: near RDD pump house FOB, NY. - 72.37 Sq. M.	Sq. M.	4.00	3034.70	12138.80
5	Near Pickling Shop, NY- Underground RCC Fresh water tank, capacity_2650 Gallons_ :	Sq. M.	4.00	1039.94	4159.76



	north Wall of Kasara, NY. - 24.8 Sq. M.				
6	Near RDD Pump House, FOB NY- Underground RCC Fresh water tank, capacity_35,800 Gallons_: Service Block, NY. - 118.91 Sq. M.	Sq. M.	4.00	4986.28	19945.12
7	North Wall of Kasara, NY- Underground RCC Fresh water tank, capacity_6150 Gallons_ : Sarin House - 37.35 Sq. M.	Sq. M.	4.00	1118.72	4474.88
8	Service Block, NY -Underground RCC Fresh water Tank, capacity_10,968 Gallons_: Angre House - 266.82 Sq. M.	Sq. M.	4.00	11188.64	44754.56
9	Sarin House- Underground RCC Fresh water Tanks, capacity_20,000 Gallons each : Main Gate & Mogul House, SY- 85.47 Sq. M.	Sq. M.	4.00	3584.03	14336.12
10	Angre House-Overhead Sintex Fresh Water Tanks, capacity_1000 Gallons each: FOB Terrace, NY. - 321.07 Sq. M.	Sq. M.	4.00	13463.52	53854.08
11	Main Gate, SY- Overhead Steel Fresh water Tanks, capacity_3660 Gallons each: FOB Terrace, NY - 210.14 Sq. M.	Sq. M.	4.00	8182.44	32729.76
12	Mogul House Underground RCC Fresh Water Tank - Underground RCC Fresh water Tanks: of surface area 1865Sq.Ft. - 173.26 Sq. M.	Sq. M.	4.00	7265.36	29061.44
13	FOB Terrace, NY-Overhead Steel Fresh water Tank, capacity_1470 Gallons_: FOB Complex, NY - 133.78 Sq. M.	Sq. M.	4.00	5209.13	20836.52
14	FOB Terrace, NY- Overhead Steel Fresh water Tank, capacity_10,000 Gallons:ERS Terrace, FOB, NY - 95.6 Sq. M.	Sq. M.	4.00	3436.13	13744.52
15	FOB Complex, NY- Overhead Sintex Fresh water Tanks, capacity_400 Gallons each: Kasara(two), SMS(two) & SDD (four) in NY - 15.79 Sq. M.	Sq. M.	4.00	472.94	1891.76
16	ERS Terrace, FOB, NY- Overhead Sintex Fresh water Tanks, capacity_300 Gallons each : FOB Complex(one) & North Wall Kasara(two) in NY - 64.10 Sq. M.	Sq. M.	4.00	2111.93	8447.72
17	Kasara (Two), SMS(Two) & SDD(Four) in NY- Overhead RCC Fresh water tanks, capacity_4520	Sq. M.	4.00	2226.06	8904.24



	Gallons each : Service Block Terrace, NY - 74.32 Sq. M.				
18	FOB Complex(One) & North Wall Kasara(Two)- Overhead RCC Fresh water tanks, capacity_15,000 Gallons each : West BLock & Mazdock House, NY	Sq. M.	4.00	1028.62	4114.48
19	Service Block Terrace, North Side-Overhead Steel Fresh water tanks, capacity_400 Gallons each: Titanium Shop, NY - 162.76 Sq. M.	Sq. M.	4.00	6825.05	27300.20
20	Service Block Terrace, South Side-Overhead RCC Fresh water tank, of surface area 1110Sq.Ft. - 103.12 Sq. M.	Sq. M.	4.00	4324.16	17296.64
21	West Block- Overhead RCC Fresh water tank, capacity_800 Gallons_: Electroplating Shop, NY - 97.18 Sq. M.	Sq. M.	4.00	3783.99	15135.96
22	Mazdock House, NY, Overhead RCC Fresh water tank, of surface area 1709Sq.Ft. - 158.77 Sq. M.	Sq. M.	4.00	5706.63	22826.52
23	Titanium Shop, NY- Overhead Sintex Fresh water tanks, capacity_300 Gallons each: New Slipway, NY - 46.82 Sq. M.	Sq. M.	4.00	1402.36	5609.44
24	Electroplating Shop, NY- Overhead Steel Fresh water tank, capacity_4040 Gallons_: Fire Station no. 2 NY - 13.94 Sq. M.	Sq. M.	4.00	417.52	1670.08
25	New Slipway, NY Overhead PVC Fresh Water Tank capacity_8850 Gallons each: Sarin House - 16.35 Sq. M.	Sq. M.	4.00	440.75	1763.00
26	Fire Station No. 2, NY- Overhead Steel Fresh water tanks capacity_7760 Gallons each: Angre House - 38.32 Sq. M.	Sq. M.	4.00	1606.88	6427.52
27	Sarin House- Overhead RCC Fresh water tank capacity_9150 Gallons_: near Fire Station no.2 in Residential Area. - 90.12 Sq. M.	Sq. M.	4.00	3509.09	14036.36
28	Angre House South Side-Overhead RCC Fresh water tanks capacity_4375 Gallons each : Currie House - 129.74 Sq. M.	Sq. M.	4.00	5051.82	20207.28
29	Angre House North Side Overhead RCC Fresh water tanks of surface area 1458Sq.Ft. - 135.45 Sq. M.	Sq. M.	4.00	5679.86	22719.44
30	Near Fire Station No.2 in Residential- Overhead Steel Fresh	Sq. M.	4.00	3429.27	13717.08



	water tanks capacity_2000 Gallons each: Currie house- 88.07 Sq. M.				
31	Currie House (North Side)- Overhead Steel Fresh Water Tank capacity_500 Liter each: Joiner shop, Gunner Laboure, Pipe shop & Brass Foundry in NY - 126.72 Sq. M.	Sq. M.	4.00	4554.66	18218.64
32	Currie House (South Side)- Overhead Steel Fresh water tank capacity_1000 Liters: Alcock Gate Toilet, NY - 65.40 Sq. M.	Sq. M.	4.00	2154.77	8619.08
33	Joiner Shop, Gunner Labour, Pipe Shop, Brass Foundry capacity_2090 Gallons_: Mogul House, SY. - 16.26 Sq. M.	Sq. M.	4.00	584.42	2337.68
34	Alcock Gate Toilet, NY Overhead PVC Fresh Water Tank capacity_3140 Gallons each: Mogul House. SY - 6.04 Sq. M.	Sq. M.	4.00	217.09	868.36
35	Mogul House, SY (Above Terrace)- Overhead Steel Fresh water tanks capacity_1040 Gallons each: Mogul House SY. - 32.7 Sq. M.	Sq. M.	4.00	1077.38	4309.52
36	Mogul House, SY (On Terrace)- Overhead Steel Fresh water tanks, Mogul House (one), Main gate(two) in SY capacity_200 Gallons each: Mogul House (one), Main gate(two) in SY - 222.97 Sq. M.	Sq. M.	4.00	9349.86	37399.44
37	Mogul House, SY- Overhead Steel Fresh water tanks capacity_275 Gallons each: Mogul House, 3rd floor for W.C. SY - 65.4 Sq. M.	Sq. M.	4.00	2546.54	10186.16
38	Mogul House(One), Main Gate(Two) in SY- Overhead Sintex Fresh water tanks, capacity_200 Gallons each: near Post Office(one) & slipway 1 toilet (two),SY - 22.3 Sq. M.	Sq. M.	4.00	734.73	2938.92
39	Mogul House, 3rd Floor for WC, SY- Overhead steel Fresh water tank capacity_100 Gallons - 78.5 Sq. M.	Sq. M.	4.00	2821.51	11286.04
40	Near Post Office(one) & Slipway 1 toilet- Overhead PVC Fresh water tank capacity_100 Gallons - 18.12 Sq. M.	Sq. M.	4.00	651.28	2605.12
41	Main Gate for Officer's Toilet, SY Overhead Steel Fresh Water Tank capacity_200 Gallons - 2.14 Sq. M.	Sq. M.	4.00	76.92	307.68



42	Behind Production Shop Toilet, SY - Overhead PVC Fresh water tank capacity_400 Gallons - 4.18 Sq. M.	Sq. M.	4.00	150.24	600.96
43	Admin Building, SY Annex Overhead PVC Fresh Water Tank of surface area 195Sq.Ft. - 18.12 Sq. M.	Sq. M.	4.00	651.28	2605.12
44	Admin Building, SY Annex Overhead RCC Fresh Water Tank of surface area 97Sq.Ft. - 9.01 Sq. M.	Sq. M.	4.00	377.82	1511.28
45	Module Shop (18 Nos. Tanks above CASH Building Terrace) Overhead PVC Fresh Water Tank of surface area 3780Sq.Ft. - 351.17 Sq. M.	Sq. M.	4.00	14725.71	58902.84
46	Module Shop (Inside) Overhead PVC Fresh Water Tank of surface area 140Sq.Ft. - 13.01 Sq. M.	Sq. M.	4.00	545.55	2182.20
47	Module Shop (Backside Toilet Block near Jetty) Overhead PVC Fresh Water Tank of surface area 210Sq.Ft. - 19.51 Sq. M.	Sq. M.	4.00	818.11	3272.44
48	Module Shop (Backside Toilet Block near Jetty) Overhead PVC Fresh Water Tank of surface area 65Sq.Ft. - 6.04 Sq. M.	Sq. M.	4.00	199.00	796.00
49	Module Shop (near DA Plant) Underground RCC Fresh Water Tank of Internal surface area 3884Sq.Ft. - 360.83 Sq. M.	Sq. M.	4.00	15130.79	60523.16
50	New Security Complex Overhead RCC Water Tank capacity 3,000 Lit - 4 Nos. & 10,000 Lit - 2 Nos. Area- 22.89 Sq. M.	Sq. M.	4.00	1028.45	4113.80
51	Fresh water tank near Petrol Pump - Internal surface area 218.32 Sq.M.	Sq. M.	4.00	10453.16	41812.64
52	Fresh water tank main office building, MS Tank (4 Nos.) - Internal surface area 50.00 Sq.M.	Sq. M.	4.00	2394.00	9576.00
53	Fresh water tank main office building, MS Tank - Internal surface area 24.47 Sq.M.	Sq. M.	4.00	1027.74	4110.96
54	Fresh water tank near Auto Shop, MS Tank - Internal surface area 61.72 Sq.M.	Sq. M.	4.00	2592.24	10368.96
55	Miscellaneous Tanks located at different shops & offices in NY , SY & ALY - 750 Sq. M.	Sq. M.	4.00	29203.54	116814.16
56	Portability Test of water samples	Nos.	60.00	893.58	53614.80
				TOTAL I	10,66,622.00



J LIFTMAN SERVICES					
1	Supply of Liftmen in Factory Premises (Monday to Friday)	Mandays	3500	1239.99	4339965.00
2	Supply of Liftmen in Factory Premises on Saturday	Mandays	300	1239.99	371997.00
3	Supply of Liftmen in Factory Premises on Sunday	Mandays	100	2479.98	247998.00
4	Supply of Liftmen in Residential Premises(All days inclusive Sunday/holiday)	Mandays	3650	1239.99	4525963.50
TOTAL J					94,85,923.50
K PUMP OPERATOR SERVICES					
1	Supply of Pump Operators (All days inclusive Sunday & Holiday)	Mandays	14600	1239.99	18103854.00
TOTAL K					1,81,03,854.00
GRAND TOTAL PART (I) = (A+B+C+D+E+F+G+H+I+J+K)					28,28,91,951.09
(II) PART (II) – EAST YARD					
A HOUSE KEEPING ACTIVITY					
1	Housekeeping Man power	AU	48,000	1,168.00	5,60,64,000.00
2	Manpower on Sunday/Holiday	AU	1500	2,336.00	35,04,000.00
3	Manpower requirement beyond working hours overtime (OT) (rate / hour)	AU	10000	292.00	29,20,000.00
4	Supply of 16 Litre Tank Capacity (Backpacked) Hand operated	AU	3	2,507.00	7,521.00
5	Supply of silver Hydrogen Peroxide base (in litre)	AU	600	211.00	1,26,600.00
6	Supply of Hand Sanitizer (Ethyl Alcohol 70-95% / Isopropyl Alcohol 70-95%)	AU	1,000.00	124.00	1,24,000.00
7	Dog repellent liquid	AU	1	17,297.00	17,297.00
8	Rat repellent	AU	1	3,362.00	3,362.00
9	supply and fixing Mirrors(2ft X 3 ft)	AU	10	3,228.00	32,280.00
10	Jet spray pipe & nozzle for toilets S.S material.	AU	100	223.00	22,300.00
11	Sewage suction pump machine on call basis	AU	20	6,181.00	1,23,620.00
12	Liquid soap Hand wash make : Dettol /Savlon/Lifebuoy/Hygiex/	AU	6,000.00	61.00	3,66,000.00
13	Buble scented vaporiserm oil base (1000ml) Supply and Installation Bubble scented vaporizer machine electrical operated (oil base)(size : 500ml)in toilets / rooms for airfreshning. (With base to be	AU	40	1,326.00	53,040.00



	fitted on the wall along with cable connection): Location Officers executive cabins / Carridors/ Washrooms				
14	Refill of oil scent sandal Aroma magc Satchithanand or equivalent diffuser vaporiser oil of A Hygiene plus company or equivalent (size 50ml)	AU	320	218.00	69,760.00
15	Virex II 256	AU	240	802.00	192,480.00
16	Work Place Sanitising machine The Sanitizing Machine battery operated cordless is used for fogging all types of water based disinfectant in closed rooms. This machine breaks the disinfecting liquid into very fine particles, which remain suspended in the air for a long time and increases the contact time of the disinfectant with micro-organisms in the air. The small particle size also ensures that there is minimum wetting of the surface. The Sanitizing Machine when used with the right disinfectant ensures proper fumigation of closed spaces. The tank size is 6 liters , Effective range- 3-8 meters, Atomization volume -650ml/min, Particle size - 10 microns Battery 10Ah Le-Ion Battery Charging time 3.5 to 4hours Battery backup 1 hour suggested chemical -Silver Hydrogen peroxide	AU	1	24,994.00	24,994.00
				Total A	6,36,51,254.00
B	GARDENING ACTIVITY				
1	BULBS (white) plant	AU	50	23.06	1,153.00
2	KOCHIA SEEDS	AU	250	7.02	1,755.00
3	BURNING KOCHIA with colors	AU	50	40.11	2,005.50
4	BULBS OF MIXED COLOR	AU	50	35.09	1,754.50
5	BULBS OF LAVENDER	AU	50	29.07	1,453.50
6	BULBS OF PINK	AU	50	29.07	1,453.50
7	RED EARTH	AU	25	1297.09	32,427.25
8	BULL MANURE	AU	30	1297.09	38,912.70
9	VERMICOMPOST	AU	3000	17.04	51,120.00
10	DICHLORVOUS	AU	50	461.23	23,061.50



11	CHLOROPYRIPHOS 5% DP	AU	50	172.96	8,648.00
12	BAVISTIN	AU	50	1095.45	54,772.50
13	CARBENDAZIM	AU	20	415.12	8,302.40
14	HERBICIDE	AU	5	951.56	4,757.80
15	GLYPHOSATE	AU	5	207.56	1,037.80
16	SUPHLA	AU	50	50.14	2,507.00
17	N:P:K 19:19:19	AU	100	63.16	6,316.00
18	ROOTEX	AU	5	118.65	593.25
19	PUSA	AU	25	173.46	4,336.50
20	UREA	AU	50	34.59	1,729.50
21	Celocia Plant (Seasonal)	AU	100	30	3,000.00
22	Gomphrena (Seasonal)	AU	50	30	1,500.00
23	Zinnia Plant (Seasonal)	AU	100	30	3,000.00
24	Cockscomb Plant (Seasonal)	AU	100	24	2,400.00
25	Ananta Plant	AU	50	72	3,600.00
26	Kanchan Plant	AU	50	72	3,600.00
27	Tigarr Canna	AU	50	27	1,350.00
28	Sadabahr Plant	AU	50	72	3,600.00
29	Tagar Plant	AU	50	48	2,400.00
30	Pentas Plant	AU	50	48	2,400.00
31	Crown of Thorns Plant	AU	50	60	3,000.00
32	Coleus Plant (Mix colour)	AU	50	42	2,100.00
33	Umbrella Plant	AU	50	60	3,000.00
34	Rubber Plant	AU	10	300	3,000.00
35	Lemon Cypress Plant	AU	50	90	4,500.00
36	Peace Lily Plant	AU	50	150	7,500.00
37	Poinsettia Plant (Seasonal)	AU	50	300	15,000.00
38	Kalanchoe Plant (Seasonal)	AU	50	144	7,200.00
39	Hibiscus Plant (Seasonal)	AU	50	48	2,400.00
40	Petunia Plant (Seasonal)	AU	50	30	1,500.00
41	Morigold Plant (Seasonal)	AU	50	30	1,500.00
42	Acalyphab Plant (Red colour)	AU	50	30	1,500.00
43	Rangoon (Madhumalti)	AU	50	48	2,400.00
44	Passion (Krishnakamal)	AU	50	60	3,000.00
45	Vernonia Creeper	AU	50	30	1,500.00
46	Allamenda Plant	AU	50	48	2,400.00
47	Jasmin SP Plant	AU	50	48	2,400.00
48	Asparagus Plant	AU	50	30	1,500.00
49	Dianthus Plant (Seasonal)	AU	50	30	1,500.00



50	Portulaca Plant	AU	50	24	1,200.00
51	Salvia Plant (Seasonal)	AU	50	30	1,500.00
52	Balsam Plant (Seasonal)	AU	50	60	3,000.00
53	Carnation Plant (Seasonal)	AU	50	72	3,600.00
54	Torenia Plant (Seasonal)	AU	50	27	1,350.00
55	Wedelia Plant	AU	50	30	1,500.00
56	Zebrina Pendula Plant	AU	50	30	1,500.00
57	Pothos (Money Plant)	AU	50	30	1,500.00
58	Hemigrphis Plant	AU	50	30	1,500.00
59	Bogunvillea Plant	AU	50	96	4,800.00
60	Ixora SP Plant	AU	50	48	2,400.00
61	Heliconia Small Plant	AU	50	84	4,200.00
62	Jatropha Plant	AU	50	48	2,400.00
63	Costus Medicinal Plant	AU	50	60	3,000.00
64	Aglaonema Red	AU	50	96	4,800.00
65	Chlorophytum (Spider Plant)	AU	50	24	1,200.00
66	Rose Plant	AU	50	48	2,400.00
67	ZZ Plant	AU	50	216	10,800.00
68	Fern Plant	AU	50	72	3,600.00
69	Cuphea Plant	AU	50	42	2,100.00
70	Shevanti Plant (Seasonal)	AU	50	36	1,800.00
71	Ratrani Plant	AU	50	48	2,400.00
72	Ficus Blackina Plant	AU	50	360	18,000.00
73	Mini Ixora Plant	AU	100	48	4,800.00
74	Purple Heart Plant	AU	50	24	1,200.00
75	Pisonia Plant	AU	50	420	21,000.00
76	Daracaena Reflxa Plant	AU	50	72	3,600.00
77	Daracaena Plant	AU	5	324	1,620.00
78	Rhoeo Plant	AU	50	54	2,700.00
79	Kaner Plant	AU	50	54	2,700.00
80	Miniature Rose	AU	50	48	2,400.00
81	Xandu Plant	AU	50	60	3,000.00
82	Philodendron Plant	AU	50	60	3,000.00
83	Syngonium Plant	AU	50	60	3,000.00
84	SNAKE PLANT Height 1 feet	AU	50	108	5,400.00
85	Korean Grass	AU	50	232.42	11,621.00
86	Paspalum Lawn	AU	50	96	4,800.00
87	Jumping Lawn	AU	100	219.5	21,950.00
88	Mondra Grass	AU	50	96	4,800.00



89	Tecoma Plant	AU	50	72	3,600.00
90	Lantana Plant	AU	50	22	1,100.00
91	Adenium Plant	AU	50	240	12,000.00
92	Table palm	AU	50	144	7,200.00
93	Croton Plant	AU	50	54	2,700.00
94	Thunbergia Plant	AU	50	72	3,600.00
95	Yucca Plant	AU	50	300	15,000.00
96	Buddha Belly Bamboo	AU	50	300	15,000.00
97	Areca palm	AU	50	240	12,000.00
98	Ficus Panda Palnat	AU	50	120	6,000.00
99	Fourwall Decorated Polyster Artificial Japanese Maple Plant (150 cm)	AU	4	6000	24,000.00
100	CREATION OF NEW GARDEN ON FLOOR - Sqm	AU	100	282.76	28,276.00
101	Maintenance of All gardens rate per SQM per month (Appro. 100 Sq. Mtr per Month)	AU	2400	14.04	33,696.00
102	Maintenance of Potted plants (per pot per month) (Approx.600 Pots per month)	AU	14400	17.04	2,45,376.00
103	REMOVAL OF GRASS AND WILD SCATTER (No of services)	AU	4	4035.88	16,143.52
104	REMOVAL OF WILD GROWTH & VAGITATION ON BUILDINGS (No of Services)	AU	24	1729.66	41,511.84
105	Tower garden(4feet height X 2 feet dia)	AU	1	2882.77	2,882.77
106	Coco pit	AU	500	14.24	7,120.00
107	Lawn carpet (grass) type	AU	100	104.28	10,428.00
108	Vertical wall Garden or Green wall garden of framework: The framing shall be modular type as per type of wall: Wall surface may be in curvature/ in rectangle/ elliptical/ semicircular type. Depends upon site the framing shall be in continuous, there won't be any offset. Small pots shall be used as predesign in order to cover the gaps in between plant of the pots.	AU	100	2,061.55	2,06,155.00
109	PLASTIC POTS 6" DIAMETER	AU	50	46.12	2,306.00
110	PLASTIC POTS 8" DIAMETER	AU	50	103.27	5,163.50
111	PLASTIC POTS 10" DIAMETER	AU	50	69.19	3,459.50
112	PLASTIC POTS 12" DIAMETER	AU	100	92.24	9,224.00



113	PLASTIC Plates for POTS 6" DIAMETER	AU	50	13.36	668.00
114	PLASTIC Plates for POTS 8" DIAMETER	AU	50	19.05	952.50
115	PLASTIC Plates for POTS 10" DIAMETER	AU	50	24.39	1,219.50
116	PLASTIC POTS 14" DIAMETER	AU	100	125.94	12,594.00
117	PLASTIC POTS 16" DIAMETER	AU	100	211.81	21,181.00
118	PLASTIC POTS 18" DIAMETER	AU	100	320.57	32,057.00
119	PLASTIC POTS 20" DIAMETER	AU	30	515.21	15,456.30
120	PLASTIC POTS 22" DIAMETER	AU	20	915.92	18,318.40
121	PLASTIC POTS 24" DIAMETER	AU	10	1488.37	14,883.70
122	Ceramic Pots (white color pine apple or equivalent pattern) of size 2feet (dia) and 2 feet height.	AU	6	1,383.73	8,302.38
123	Ceramic Pots (white color pine apple or equivalent pattern – (8"dia and 1-1.5 ft height)	AU	10	922.48	9,224.80
124	All color Burning Kochia seeds	AU	250	7.02	1,755.00
125	Artificial Vertical gardening Supply and Installation of Artificial Vertical gardening as per patterns given in Scope of work (under Gardening section)	AU	50	3,804.25	1,90,212.50
126	Perforated drain Pipe (40mm dia)	AU	50	230.62	11,531.00
Total B					15,72,286.41
C	Painting Activity				
1	Manpower painters (3 workmen)	AU	1818	1,458.00	26,50,644.00
2	Roller 9"brush cotton with handle.	AU	400	344.78	1,37,912.00
3	Masking of area for plants -roll plastic 2ichwidth length 30 meters	AU	50	114.15	5,707.50
4	Sand paper 1 ft. * 1 feet different grade maximum (grit 80,120,300)	AU	500	21.90	10,950.00
5	Scotch bytes SS or equivalent	AU	500	38.05	19,025.00
6	Roller 6 " type with handle	AU	500	224.85	1,12,425.00
7	Roller 4 " type with handle	AU	500	77	38,500.00
8	Supply of paint enamel synthetic, brilliant green	AU	1000	138	1,38,000.00
9	Supply of paint enamel synthetic azure blue	AU	300	156	46,800.00
10	Supply of paint enamel synthetic Golden Yellow glossy	AU	300	156	46,800.00
11	Supply of paint silver aluminium	AU	500	197.50	98,750.00
12	Supply of paint enamel synthetic white	AU	300	180.00	54,000.00



13	Supply of paint enamel synthetic light grey	AU	300	200.00	60,000.00
14	Supply of paint enamel synthetic dark grey	AU	100	200.00	20,000.00
15	Supply of paint enamel synthetic post office red	AU	200	166.00	33,200.00
16	Supply of paint enamel synthetic signal red	AU	500	200.00	1,00,000.00
17	Artistic painting of portraits - SQM	AU	100	1,163.00	1,16,300.00
18	Artistic Painting or Portrait painting- SQM Artistic Painting or Portrait painting on wall (Innovative idea or theme) as per the theme given by MDL, artistic painting to be done on walls in the yards as the examples are given under Painting section of Scope of work. (Including all material and services) Quote rate per square meter	AU	100	1,163.00	1,16,300.00
19	Thinner GP Asian or equivalent	AU	200	135	27,000.00
20	Turpentine	AU	200	100	20,000.00
21	Supply of Paint (Epoxy red oxide zinchromite) ready to use in Litres	AU	200	136	27,200.00
22	White distemper	AU	200	45	9,000.00
23	Berger-Green weather coat smooth code7717	AU	60	404	24,240.00
Total C					39,12,753.50
D	Pest control Activity				
1	Mosquito Services Once in a 15 days(Oct & May) Once in a week (June to Sept) Once in a 15 days(Oct & May) The Areas details are available at Sr.no6 if SOW (EY IFMS) under Pest control Section	AU	96	1,132.00	1,08,672.00
2	Removal of Honey comb	AU	5	501.00	2,505.00
3	Anti-Termite Treatment - By Spray Method No of services for 2 years are 24. Anti-Termite Treatment - By Spray Method Once in a Months	AU	24	4,430.00	1,06,320.00
4	Anti-Termite Treatment - By Drill Method Once in a Six Months No of services required is 4 no for two years	AU	4	25,612.00	1,02,448.00
5	Rodent Control: No of services- Once in a 15 days	AU	48	504	24,192.00



6	Cockroach Treatment: (no of services)-Once in a Months	AU	24	2,450.00	58,800.00
7	Beg bug treatment - Once in a Month (for 6 porta cabins)	AU	24	25	600.00
				TOTAL D	4,03,537.00
E	Civil Work Activity				
1	Mason (tread /Kadiya) high skilled)-2 workmen	AU	1208	1,273.06	15,37,856.48
2	3 LANE CABLE PROTECTORS , VEHICULAR MOVEMENT : The material shall be rubber with ramp type , as the 3 lines of cable can pass through each module with size : L900X W 500 H 65 mm. Each grove size of height 65 mm cable shall pass through that grove such that there will not any loading on that cable. The width shall ie axial length is 500 mm including Ramp on both sides. Capacity 90ton and weight of each module is 19kgs.	AU	20	4,964.00	99,280.00
3	2 LANE CABLE PROTECTORS , VEHICULAR MOVEMENT : The material shall be rubber with ramp type , as the 2 lines of cable can pass through each module with size : L1000X W 250 H 45 mm. Each grove size of height 65 mm cable shall pass through that grove such that there will not any loading on that cable. The width shall ie axial length is 250 mm including Ramp on both sides. Capacity 30ton and weight of each module is 9kgs.	AU	20	2,153.00	43,060.00
4	Bricks good quality full burn	AU	2000	14	28,000.00
5	Cement -Ambuja Kavach or equivalent. Each 50kg bag.	AU	400	438	1,75,200.00
6	River Sand - brown /yellow color 1 bag of 50 kg total 200 BAGS	AU	600	122	73,200.00
7	Ready mix plaster -Adhithya birla or Ultra tech equivalent Page	AU	500	8.07	4,035.00
8	Rusticide - Sunanda chem or Krishna chem	AU	20	190	3,800.00
9	Cebex 100 Fosroc equivalent of Sunanda	AU	20	519	10,380.00
10	Washbasin of size length 22" make Kohler or equivalent ceramic	AU	5	14,413.00	72,065.00
11	Vitrified tiles (johnson and johnson)	AU	50	1,038.00	51,900.00
12	Green marble (20mm)thick	AU	10	1,241.00	12,410.00



					Total E	21,11,186.48	
F	Lift Man Activity						
1	Provision of Liftmen 2 NOS. "Operation of Lifts for East Yard and Alcock Yard (Factory Premises) (Monday to Saturday)- 2 workmen"	AU	1,460.00	1071		15,63,660.00	
					Total F	15,63,660.00	
G	O & M of WMS & Firefighting system activity						
O & M of WMS & Firefighting system							
1	O& M of WMS & Firefighting System services (12 Services per Year)	AU	24	2,27,368.49		54,56,843.76	
Cleaning of Water Tanks							
2	D1 Building Pump house RCC type size: 19.5x13x6 Capacity:27000 Ltrs (2 Services Per Year)	AU	408	45		18,360.00	
3	Ind Tank Main pump house RCC type.Size:29.5x20x10 Capacity:150000 Ltrs (2 Services Per Year)	AU	808	45		36,360.00	
4	Outside of W/S-D RCC type.Size:18x8x9 Capacity:22000 Ltrs (2 Services Per Year)	AU	292	45		13,140.00	
5	Store Building RCC type size:20x13x10 Capacity:20000 Ltrs (2 Services Per Year)	AU	440	45		19,800.00	
6	Rest room at ALY RCC type size:11.5x11x6 Capacity:27000 Ltrs (2 Services Per Year)	AU	196	45		8,820.00	
7	Fire tank SSA RCC rype size:53x32x11, Capacity: 200000 Ltrs (2 Services Per Year)	AU	1956	45		88,020.00	
8	D1 Building RCC type size:14x7x6.5 Capacity 17000 lts (2 Services Per Year)	AU	176	45		7,920.00	
9	D1 Building RCC type size:14x7x6.5 Capacity 17000 lts (2 Services Per Year)	AU	176	45		7,920.00	
10	D2 Building RCC type size:14x8.5x5.5 Capacity 19000 lts (2 Services Per Year)	AU	184	45		8,280.00	
11	D2 Building RCC type size:14x8.5x5.5 Capacity 19000 lts (2 Services Per Year)	AU	184	45		8,280.00	



12	Reclamation Building RCC type size:9.8X4.2X4.2 Capacity 16000 Ltrs (2 Services Per Year)	AU	200	45	9,000.00
13	Reclamation Building RCC type size:9.8X4.2X4.2 Capacity 16000 Ltrs (2 Services Per Year)	AU	200	45	9,000.00
14	Reclamation Building Sintext type size:6HX6.5W Capacity 1500 Ltrs (2 Services Per Year)	AU	80	38.5	3,080.00
15	Store Building RCC type size:12X5X7 Capacity 12000Ltrs (2 Services Per Year)	AU	112	45	5,040.00
16	Store Building RCC type size:12X5X7 Capacity 20000Ltrs (2 Services Per Year)	AU	220	45	9,900.00
17	Store Building Sintext type size:3x3 Capacity 500 Ltrs (2 Services Per Year)	AU	44	38.5	1,694.00
18	Pipe shop MS tank size:12x6x6 Capacity 45000 Ltrs (2 Services Per Year)	AU	116	41.8	4,848.80
19	Pipe shop MS tank size:12x6x6 Capacity 15000 Ltrs (2 Services Per Year)	AU	116	41.8	4,848.80
20	D1 building PS-1 MS tank size:20x12x8 Capacity 50000 Ltrs (2 Services Per Year)	AU	368	41.8	15,382.40
21	D2 building compressor house PS-2 MS tank size:20x12x8 Capacity 50000 Ltrs (2 Services Per Year)	AU	368	41.8	15,382.40
22	Rest room Aly sintex type size:6.5hx5w Capacity 3000 Ltrs (2 Services Per Year)	AU	136	38.5	5,236.00
23	GW (rest room) Rest room Aly sintex type size:6hx6.5w Capacity 5000 Ltrs (2 Services Per Year)	AU	192	38.5	7,392.00
24	FW (rest room) Rest room Aly sintex type size:6hx6.5w Capacity 5000 Ltrs (2 Services Per Year)	AU	192	38.5	7,392.00
25	Near fire pump no-1 Aly sintex type size:13.5hx8.3w Capacity 20000 Ltrs (2 Services Per Year)	AU	424	38.5	16,324.00
26	Near fire pump no-1 Aly sintex type size:13.5hx8.3w Capacity 20000 Ltrs (2 Services Per Year)	AU	424	38.5	16,324.00
27	Near fire pump no-3 Aly sintex type size:4hx3.5w Capacity 1000 Ltrs (2 Services Per Year)	AU	64	38.5	2,464.00
28	Near fire pump no-3 Aly sintex type size:4hx3.5w Capacity 1000 Ltrs (2 Services Per Year)	AU	64	38.5	2,464.00



29	Workers toilet no-01 Aly sintex type size:5hx4.3w Capacity 2000 Ltrs (2 Services Per Year)	AU	96	38.5	3,696.00
30	Workers toilet no-02 Aly sintex type size:5hx4.3w Capacity 2000 Ltrs (2 Services Per Year)	AU	96	38.5	3,696.00
31	Workers toilet no-03 Aly sintex type size:5hx4.3w Capacity 2000 Ltrs (2 Services Per Year)	AU	96	38.5	3,696.00
32	SSA Building tank-01 Sintex type size:4hx3.5w Capacity: 1000 Ltr (2 Services Per Year)	AU	64	38.5	2,464.00
33	SSA Building tank-02 Sintex type size:4hx3.5w Capacity: 1000 Ltr (2 Services Per Year)	AU	64	38.5	2,464.00
34	SSA Building tank-03 Sintex type size:4hx3.5w Capacity: 1000 Ltr (2 Services Per Year)	AU	64	38.5	2,464.00
35	SSA Building tank-04 Sintex type size:4hx3.5w Capacity: 1000 Ltr (2 Services Per Year)	AU	64	38.5	2,464.00
36	SSA Building tank-05 Sintex type size:5hx4.3w Capacity: 2000 Ltr (2 Services Per Year)	AU	88	38.5	3,388.00
37	SSA Building tank-06 Sintex type size:5hx4.3w Capacity: 2000 Ltr (2 Services Per Year)	AU	88	38.5	3,388.00
38	Potability Test of water samples	AU	38	957	36,366.00
39	10" Water purifier PP Filters	AU	720	72.76	52,387.20
40	20" Water purifier PP Filters	AU	720	128.4	92,448.00
41	10" Water Purifier bowl	AU	30	235.4	7,062.00
42	Water purifier pipe R/O white 1/4" in Mtr	AU	120	16.14	1,936.80
43	Water purifier pipe R/O white 3/8" in Mtr	AU	120	32.1	3,852.00
TOTAL G					60,31,288.56
H Operations & Maintenance of Rolling Shutter Service Activity					
Preventive Maintenance /Servicing for EY					
1	Preventative Maintenance/ Servicing of Rolling shutters	AU	4764	175	8,33,700.00
Supply & fixing of Spare parts for Rolling Shutters					
2	Shutter Strip- 16/18 SWG, 2" Wide	NOS	200	214	42,800.00
3	Shutter Strip- 16/18 SWG, 2.5 " Wide	NOS	200	214	42,800.00
4	Bottom Lock Plate,6" Wide	NOS	50	54	2,700.00
5	Bottom Lock Plate,8" Wide	NOS	50	54	2,700.00
6	Side Guid,3" Wide	NOS	50	54	2,700.00
7	Side Guid,4" Wide	NOS	50	54	2,700.00



8	Side Guid,6" Wide	NOS	50	54	2,700.00
9	Shutter Cover- 18/20 SWG	NOS	500	535	2,67,500.00
10	Drum Shaft 'C' Class 1/4" Thk, 2"	NOS	30	32	960.00
11	Drum Shaft 'C' Class 1/4" Thk, 2.5"	NOS	30	32	960.00
12	Drum Shaft 'C' Class 1/4" Thk, 3"	NOS	30	32	960.00
13	Drum Spring 3" SWG, 12"coiled length	NOS	40	43	1,720.00
14	Drum Spring 3" SWG, 20"coiled length	NOS	40	43	1,720.00
15	Drum Spring 3" SWG, 25"coiled length	NOS	40	43	1,720.00
16	Drum Spring 3" SWG, 30"coiled length	NOS	40	43	1,720.00
17	Bearing with ring	NOS	50	54	2,700.00
18	Ring only	NOS	100	107	10,700.00
19	Side bracket	NOS	40	43	1,720.00
20	Bevel gear assembly	NOS	15	16	240.00
21	Reduction gear box	NOS	5	5	25.00
22	Locking arrangement set	NOS	30	32	960.00
23	Worm wheel	NOS	5	5	25.00
24	Worm shaft	NOS	10	11	110.00
25	Manual gear box	NOS	15	16	240.00
26	Manual gear box connecting pipe	NOS	20	21	420.00
27	6mm thick strips for Drum Case	NOS	50	54	2,700.00
28	Shutter Sizes above 42.25Sq.mtr till 100	NOS	200	5268	10,53,600.00
29	Motor for 42.25 Sq.mtr to 100Sq.mtr Opening	NOS	3	62478	1,87,434.00
TOTAL H					24,70,741.00
GRAND TOTAL PART (II) = (A+B+C+D+E+F+G+H)					8,17,16,706.95
TOTAL (PART I + PART II)					36,46,08,658.04

Note: GST is payable in addition to above.



Enclosure-20

NOT APPLICABLE

**Enclosure-21-A****A. BRIEF SCOPE OF WORK: Integrated Facility Management Services in North Yard, South Yard, Alcock Yard and Residential Areas (FOR TS-YUC).**

1. Housekeeping Services & Supply of Items:
 - ix. Housekeeping Manpower for MDL Yard & MDL Residential Area including Belapur Quarters.
 - x. Washing of Main Roads in NY, SY.
 - xi. Cleaning of Compound Walls, Boundary Walls, Gates, Fire Shed, Parking Shed in Residential Area, Drainages using Suction cum Water Jet Machine, Service Trenches, Fresh Water Tanks,
 - xii. Glass Façade Cleaning of Mazdock House Building, Service Block Building, MDRC/ Gymnasium in Residential Area, New Security Complex.
 - xiii. Supply of Hand Wash/ Liquid Soap, Hand Sanitizer, Wall Mount Soap Dispenser, Dustbins, Mat/ Carpet
 - xiv. Hiring of Cherry Picker Lift
 - xv. Removal, Transportation and Disposal of Debris with the help of Dumpers.
 - xvi. Supply of Water Tankers
2. Garden Maintenance Activities:
 - iv. Creation and Maintenance of Gardens, Potted Plants
 - v. Removal of unwanted growth of plants, bushes, grass etc. from walls, surroundings of docks, open areas etc. at NY, SY, Removal of grass and wild growth scattered in the open premises of Alcock Yard and Removal of Wild Growth & Vegetation from Buildings of NY, SY, ALY & Residential Buildings.
 - vi. Trimming of Trees, Disposal of fallen Trees
3. Supply of Garden Materials
4. Pest Control Services:
 - vii. Anti-Rodent Treatment Services
 - viii. Mosquito Management Services
 - ix. Removal of Honeycomb
 - x. Termite Treatment
 - xi. Treatment for Cockroaches
 - xii. Bed Bug Treatment
5. Operation & Maintenance of Road Sweeper Machine:
 - iv. CAMC for Road Sweeper Machine
 - v. Supply of Operator & Helper
 - vi. Spare Items for Road Sweeper Machine
6. Maintenance of Bio Waste Compost Machine
7. Liftmen Services
8. Pump Operator Services



Enclosure-21-B

A. BRIEF SCOPE OF WORK: Integrated Facility Management Services in East Yard (FOR EY)

1. Housekeeping and Cleaning in MDL EY Premises
2. Supply of various Sanitization items, Repellent items, Carpentry & Plumbing Items & Housekeeping items, Garden plants & materials, Water purifier filters etc. indicated in Tender BOQ.
3. Creation of & Maintenance new Gardens
4. Maintenance of Potted Plants
5. Removal of grass and wild growth scatter, vegetation on buildings
6. Creation of Vertical Wall Garden or Green Wall Garden
7. Supply of Manpower- Painters with painting materials & Mason with civil work materials indicated in tender BOQ, Liftmen,
8. Pest Control Services – Mosquito Control Service, Honey Comb Removal, Anti Termite Treatment, Rodent Treatment, Cockroach & Ant Treatment, Bed Bugs Control.
9. O&M of Water Management System & Fire Fighting System
10. Painting & Cement Washing of Potable Water Tanks
11. Potability Test of Water samples
12. Preventive maintenance/ servicing/ supply & fixing of spare parts of rolling shutters in EY & ALY.



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 .	Nature of Hindrance	Activity of Work affected	Date of Notification by Contractor	Name & Signature		Action Taken	Date of Removal of Hindrance	Name & Designation	
				Contractor's representative	Site Executive of MDL			Contractor's representative	Site Executive of MDL

**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.



**माझगांवडाक शिपाबेल्ड सीलमेटेड
तकनीकी सेवाएं विभाग**

INVOICE CERTIFICATION

HOD (TS-Comm)

Ref No.:

Date:

Firm's Name: M/s.

RA Bill No:

A. Contract Details:

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

B: Invoice Details:

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

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

C. Certification Details:

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

- MDL service entry sheets duly signed attached : Yes/ Not Applicable
E-MB No. _____
Service Entry Sheet No _____
- Consultant's Certificate (if applicable) : Yes/ Not Applicable
Reference No. _____ Dated: _____
- E-invoice/Vendor's Self Declaration: Yes/ Not Applicable
- No Claim Certificate (applicable for Final Invoice only) : Yes/ Not Applicable
- Vendor rating (applicable for Final Invoice only): Yes/ Not Applicable
- Actual Local Content Certificate (applicable for Final Invoice only) : Yes/Not Applicable
- Price indices & Escalation sheet (if escalation is included) : Yes/ Not Applicable
- Bank Guarantee against Waterproofing/ Leakages
(applicable for Final Invoice only) : Yes/ Not Applicable
- The following deductions to be made from the invoice:
 - Liquidated Damages as per purchase order : To be levied/Not Applicable Details of LD to be levied (if applicable):

 - Other Deductions (if any):



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

Engineer in Charge

(Sign & Stamp with date)

Contractor

(Name, Sign & Stamp with Date)

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

**Enclosure-25****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****CHECKLIST OF SUBMITTALS ATTACHED ALONGWITH ONLINE TECHNICAL BID****TENDER ENQUIRY No. 1900000176**

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		
2	Enclosure-2 viz TEF Acceptance Form		
3	Enclosure-3 viz STACS Acceptance Form		
4	Enclosure-4 viz GT&C Acceptance Form		
5	Enclosure-5 viz Deviation Form		
6	CA certified Average Audited Annual financial turnover of Past 03 years		
7	Audit certified Balance Sheets of Past 03 years		
8	Audit certified Profit/Loss Accounts of Past 03 years		
10	Enclosure-8 viz Exp in Similar Projects		
	a. Work Orders along with Scope of work and BOQ		
	b. Completion Certificates issued / authenticated by Client		
	c. TDS Copy in case of Work Completion Certificate issued by Private firm		
11	Enclosure-9 viz Key Personnel for this Project		
12	i) Enclosure-10(B) viz. Declaration certificate for Local Content		
	a. Whether ONE of the option choosen at Para (d)-i) of Enclosure	Yes/ No	
	b. Whether Tender Item Sl No indicated at Col I of Para (e)of Enclosure	Yes/ No	
	c. Whether Local Content Percentage indicated at Col II of Para (e)of Enclosure	Yes/ No	
	d. Whether Location of Value addtion indicated at Col III of Para (e) of Enclosure	Yes/ No	
	e. Whether Enclosure-10(B) viz. Declaration Certificate for Local Content has been signed by Authorised Signatory as indicated at Tender Clause No. 40.4(i)	Yes/ No	



Sl No	Submittals (Scanned Copy)	Whether Submitted/ Not Submitted/ Not Applicable	Bidder to indicate the Reasons below for Non Submissions if any, or if they have indicated "NO" under relevant columns
	ii) Enclosure-10(E) viz Declaration in respect of restriction under Rule 144 (xi) of the General Financial Rules (GFRs), 2017		
	iii) Enclosure-10(F) viz Declaration in respect of of debarred under Public Procurement Policy (PPP) Make In India (MII) order 2017		
13	Enclosure-11 viz Declaration for Banned or delisted Tenderer		
14	Enclosure-15 viz BANK GUARANTEE FOR BID BOND / EMD		
15	Enclosure-13 - Integrity Pact		
16	a. Enclosure-14 viz RTGS Form		
	b. Whether RTGS form is duly authenticated by any Bank	Yes/ No	
17	BLANK		
18	GST Registration Certificate		
19	PAN CARD		
20	a. Shop & Establishment Registration Certificate or Certificate of Incorporation		
	b. Whether Shop and Establishment Certificate is valid as on date of submission	Yes/ No	
21	"UDYAM Registration Certificate" in case Bidder is MSME		
22	GeM Seller ID		
23	Company Profile		
24	List of Equipments		
25	Power of Attorney		
26	Corrigendum, if any		
27	Declaration in respect of Conflict of Interest among Bidders/ Agents as per Enclosure-29		
28	Bidder's Declaration for on Visit of the MDL Facilities as per Enclosure-30		
29	List of Facility Manager and Facility Executives as per Enclosure-31		

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 _____



Address Label

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

Sub: Integrated Facility Management Services in MDL Factory & Residential Premises.

Ref: MDL Tender No. 1900000176

EARNEST MONEY DEPOSIT and INTEGRITY PACT

To,

**Head of Department - Commercial,
Technical Services Department,
1st Floor, Admin Building, Alcock Yard,
Mazagon Dock Shipbuilders Limited,
Dock Yard Road, Mumbai - 400010.**

From,

**Enclosure-28****DETAILS OF ONGOING FACILITY MANAGEMENT CONTRACTS***(To be submitted on Bidder's Letterhead)*

Sub:	Integrated Facility Management Service in MDL Factory & Residential Premises
Ref:	MDL E-Tender No. 1900000176

Sr. No.	Facility Owner with address	Contract Value	Contract Period	Annual Value	Vendors Deployed	Manpower Deployed	Remarks

Note:

1. Bidders may give other details not covered in the above format and if relevant for information.
2. MDL reserves the right to visit any or all of the above sites/hold discussions with the Facility Owners and review the documents generated for monitoring performance of the contracts.

**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

UNDERTAKING TO BE SUBMITTED BY THE BIDDER ALONGWITH TECHNICAL BID (PART-I)

(To be submitted on Bidder's Letterhead)

Sub:	Integrated Facility Management Service in MDL Factory & Residential Premises
Ref:	MDL E-Tender No. 1900000176

1. We confirm that we have visited the site of MDL and clearly understood the Scope of Work/Standard Operating Procedures and requirements stipulated in the tender.

2. We further confirm that the same has also been discussed with the concerned officials of MDL and we do not have any ambiguity and our quoted price/rates are in line with the tender scope of work.

Yard Upkeep Cell/ EY-MTC Dept

Bidder:

M/s Mazagon Dock Shipbuilders Limited

M/s _____

Signature _____

Signature _____

Name _____

Name _____

Designation _____

Designation _____

Stamp

Stamp

Date _____

Date _____



Enclosure-31

**LIST OF FACILITY MANAGER AND FACILITY EXECUTIVES ON BIDDER'S PAYROLL FOR
MINIMUM 02 YEARS AS ON 01 OCTOBER 2023**

Sub:	Integrated Facility Management Service in MDL Factory & Residential Premises
Ref:	MDL E-Tender No. 1900000173

Sr. No.	Name of the Employee	Designation	Educational Qualification	Month and Year of Passing	Degree Certificate/ Final Marksheet attached (Yes/No)	Total Experience in Years	Joining Date	Salary Slip of Nov'21 or earlier and Oct'23 along with Bank Statement attached (YES / NO)		Remarks
								Salary Slip	Bank Statement	