



## माझगांव डॉक शिपबिल्डर्स लिमिटेड

(भारत सरकार का उपक्रम)

राष्ट्र के पोत निर्माता  
डॉकयार्ड रोड, माझगांव  
मुंबई - ४०००१०  
भारत

### MAZAGON DOCK SHIPBUILDERS LIMITED

(A Government of India Undertaking)

Shipbuilders to the Nation  
Dockyard Road, Mazagon,  
Mumbai 400 010.  
INDIA

## ई-निविदा फॉर्म दो हिस्सों में

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

मंडल: समवाय  
DIVISION: CORPORATE

विभाग: तकनीकी सेवाएँ  
DEPARTMENT: TECHNICAL SERVICES

निविदा क्रमांक: १९०००००१८२  
TENDER NO: 1900000182

निविदा जारी दिनांक : ०९ फरवरी २०२४  
TENDER DATE: 09 FEBRUARY 2024

निविदा देय दिनांक एवं समय: ०५ मार्च २०२४ दोपहर १४:३० बजे  
CLOSING DATE & TIME: 05 MARCH 2024 at 1430 Hrs

भाग १ - तकनीकी एवं वाणिज्यिक हिस्सा खोलने (ऑनलाइन) कि तिथि एवं समय: ०६ मार्च २०२४, दोपहर १४:३० बजे से

Online Opening of Part-I (Techno-commercial Bid): 06 MARCH 2024, 1430 Hrs. IST onwards

माझगांव डॉक शिपबिल्डर्स लिमिटेड प्रासिद्ध निविदाकर्ताओं / विक्रेताओं से निम्नलिखित कार्य के लिए प्रतियोगी ऑनलाइन निविदाएँ दो हिस्सों में (भाग १ - तकनीकी एवं वाणिज्यिक हिस्सा और भाग २ - मूल्य हिस्सा) अपने ई-प्रॉक्यूरमेंट पोर्टल <http://eprocuremdl.nic.in> पे 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 न्हावा यार्ड, रायगड मे हार्ड स्टैंड, सर्विस ट्रेंच  
और लैंड टाईस का निर्माण एवं सहबद्ध विद्युत कार्य**

**Construction of Hard Stand with Land  
Ties, Brackets and Service Trench  
including allied Electrical works at Nhava  
Yard, MDL, Raigad.**

**निविदा क्र.: १९०००००१८२**  
**TENDER NO: 1900000182**

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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.

MDL intends to develop its Nhava Yard as greenfield shipyard. Accordingly, as per short term development plan, MDL intends to construct a Hard Stand and Service Trench for Shipbuilding/ Shiprepair activities.

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

2.1. The Brief Scope of Work is as under:

The proposed work consists of construction of a Hard stand jetty along with trenches & SWD service which is mentioned as below.

### A) Civil works:

- i. Site Clearance
- ii. Removing & Relaying of WMM
- iii. Providing & laying of new WMM if required
- iv. Providing & laying of M15 PCC
- v. Rock anchor dowels
- vi. Construction of side trenches which includes Piping trench, Storm water drain & Electrical trench respectively on both sides of hard stand in M30 grade RCC & CRS steel reinforcement.
- vii. M30 grade RCC for hard stand grade on slab, finished with floater & floor hardener.
- viii. Necessary testing at regular interval.

### B) Electrical works:

- i. Supply, Installation, Testing & Commissioning of Isolation Transformer.
- ii. Supply, Installation, Testing & Commissioning of 415 V Main LT Panel, Isolator Panel, Outdoor Type Power Panel, etc.
- iii. Supply, Installation, Testing & Commissioning of LT Cables.
- iv. Any other items specified in Schedule of Quantities.

2.2. Bidder shall refer detailed Scope of Work and Technical Specifications which is attached separately at Enclosure 21.

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

3.1. This is an e-tender and bids have to be submitted online ONLY. It is the sole responsibility of the bidders to submit their bids online in time. Bidders are, therefore, advised to commence the bidding process on the e-procurement portal WELL IN ADVANCE (preferably 3-4 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'

- 3.3.1. Between Hindi and English Versions of the Tender Clauses, English Version will prevail.
- 3.3.2. In the drawings or between the drawings, technical specifications, and/ or schedule of items/quantities, the contractor shall seek clarification from MDL and shall carry out the work in accordance with the clarification furnished by MDL.
- 3.3.3. MDL at its discretion, may follow the following order of preference- Description of Schedule of Bill of Quantities, Technical Specifications, Drawings, Special Conditions of Contract, General/Standard Conditions of Contract

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

- 3.4.1. By the Proprietor, in case of a proprietary firm; or
- 3.4.2. By a Partner, in case of a partnership firm and/or a limited liability partnership;
- 3.4.3. 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:

<b>MDL</b>	
Shri. Madhu Sah, DGM/HOD (TS-Comm) Email: <b>msah@mazdock.com</b> Tel No: +91 22 23764225 Mob No: 8879788201	Shri.Mahesh A Sawant, CM (TS-Comm) Mail: <b>tscomm@mazdock.com</b> Tel No: +91 22 23764249 Mob No: 9930028501

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, GT&C and STACS should be clarified from MDL well before the



closing date of the tender. Deviations put up alongwith the tender is generally discouraged and not accepted.

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

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

4.2. Bidders can participate in online bidding

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

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

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

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

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

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

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

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

a. Bidder's Undertaking at **Enclosure-1**.

b. Acceptance on clauses of Tender Enquiry (TEF) in the Prescribed Format **appearing online** stating 'Accepted' OR 'Not Accepted' as applicable for each of the clause in the format attached at **Enclosure-2**.

c. Acceptance on clauses of Standard Terms & Conditions (STACS) in the Prescribed Format **appearing online** stating 'Accepted' OR 'Not Accepted' as applicable for each of the clause in the format attached at **Enclosure-3**.

d. Acceptance on clauses of General Terms & Conditions (GT&C) in the Prescribed Format **appearing online** stating 'Accepted' OR 'Not Accepted' as applicable for each of the clause in the format **Enclosure-4**.

e. 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**.

f. CA certified Average Audited Annual financial turnover during the last 3 years ending **31<sup>st</sup> March, 2023** for at least **₹ 3933 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.

g. Bidders shall upload scanned copies of Audit certified Balance Sheets & Profit/Loss Accounts for the last 3 years. Draft Audited Reports are not acceptable.

h. Bidders shall furnish Working bid Capacity as required in **TEF Clause No. 7.2.1** and **Enclosure-6 & 7** duly certified by Chartered Accountant and scanned copy of the same shall be uploaded in online Part-I bid





- i. Documentary evidence in support of Past experience and Performance on Similar work(s) during the last 7 years, stipulated under **TEF Clause No.7**, as applicable in the format attached at **Enclosure-8**.
- j. List of Key Personnel available for this Project, in the format attached at **Enclosure-9**
- k. Bidder shall submit Declaration certificate for Local Content as per **TEF Clause No. 40 and** in the format attached at **Enclosure-10 (B)**. **A Sample filled up Form is appended for reference.**
- l. 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)**.
- m. 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)**.
- n. Bidder shall submit Declaration for Banned or delisted Tenderer/firms/Vendors as per **TEF Clause No.38** and in the format attached at **Enclosure-11**.
- o. The scanned image of BG towards Earnest Money Deposit (EMD) / BID BOND as stipulated in TEF Clause 9 shall be uploaded. The original of the above BG towards Earnest Money Deposit (EMD) / BID BOND shall be sent by Registered Post/Speed Post/Courier in a sealed envelope super scribing Tender Enquiry No. and Due date, so as to reach within 07 Days from the closing date of the tender during office working hours i.e. up to 1730 hrs., **addressed To**,

बिभाग प्रमुख(तकनीकी सेवाएँ),  
तकनीकी सेवाएँ विभाग,  
पहला मंज़िल, प्रशासनिक बिल्डिंग,  
अल्कोक यार्ड, माझगांव डॉकशिपबिल्डर्स लिमिटेड,  
डॉकयार्ड रोड, मुंबई - ४०००१० (भारत)  
**Head of the Department (Technical Services),  
Technical Services Department,  
1<sup>st</sup>Floor, Admin Building,  
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**

- p. 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.
- q. Integrity Pact shall be **duly signed and stamped on all pages** and the scanned image of the **Integrity Pact (IP) as stipulated in TEF clause no. 10 and Enclosure-13 shall be uploaded** along with the Technical Bid. **The original of the Integrity Pact shall be sent by Registered Post/Speed Post/Courier in a sealed envelope** super scribing Tender Enquiry No. and Due date, so as to reach within **07 Days** from the closing date of the tender during office working hours i.e. up to 1730 hrs, **to the above address**.
- 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. Bidders shall upload scanned copy of Solvency certificate for at least **Rs. 3824 Lakhs**, issued by Nationalized / Reputed International / Scheduled bank **except Co-Operative Banks, addressed to MDL**. The Solvency Certificate should not be older than Six months as on the Tender date. It 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.





- t. Scanned copy of **GST Registration Certificate & Permanent Account Number (PAN)**.
- u. Scanned copy of Valid Bidder's Shop & Establishment Registration Certificate or Certification of Incorporation.
- v. 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.
- w. Scanned copy of Bidder's company profile.
- x. List of Equipment with its Model / Year / working status along with details of manufacturing facilities.
- y. Power of Attorney, in case of a Limited or Private Limited Company or a corporation.
- z. Construction Programme / Construction Method Statement to be submitted if/when asked by MDL.
- aa. CHECKLIST OF SUBMITTALS attached along with online Technical Bid as per format at **Enclosure-26**.
- bb. Declaration in respect of Conflict of Interest among Bidders/Agents- **Enclosure-29** to be filled and submitted duly signed and stamped.
- cc. Corrigendum if any

**Notes:**

- i) MDL has a right to verify / cross verification of authenticity of the scanned documents with respect to original submitted against this tender.
- ii) The bidder is requested to **ensure that all the documents asked for are submitted** and are clear, legible & duly signed (i.e. self-attested), as it would save considerable time without necessitating the need for furnishing of the documents again by them. The bidder is also requested **not to submit unnecessary documents not asked for, like signed & stamped copy of this Tender document, etc.**
- iii) 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 Class I Local Supplier.
- h. If a firm quotes NIL charges/consideration, the bid shall be treated as unresponsive and will not be considered.

**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 tender closing date & time.

7. पूर्व योग्यता मापदंड/ PRE-QUALIFICATION CRITERIA:

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

Bidder's experience of having successfully completed similar works during last 7 years ending 31 January 2024 should be either of the following:

7.1.1. तीन समरूप संपन्न कार्य जिसकी प्रत्येक की लागत ₹ 3059 लाख से कम न हो।

Three similar\* completed works each costing not less than ₹ 3059 Lakhs.

OR

7.1.2. दो समरूप संपन्न कार्य जिसकी प्रत्येक कीलागत ₹ 3824 लाख से कम न हो।

Two similar\* completed works each costing not less than ₹ 3824 Lakhs.

OR

7.1.3. एक समरूप संपन्न कार्य जिसकी प्रत्येक कीलागत ₹ 6118 लाख से कम न हो।

One similar\* completed work costing not less than ₹ 6118 Lakhs.

**\*Similar Work:** *“Construction of RCC flooring for industrial usage, warehouse flooring, jetty/ quay wall, Concrete Road Works.”*

AND

7.2. Working Bid Capacity:

7.2.1. The Working Bid Capacity of the Bidder should be equal to or more than ₹ 7647 Lakhs

The Working Bid Capacity shall be calculated as under:

Working Bid Capacity =  $[2xAxN]-B$ , where

- A = Average Annual Turnover of the bidder for the last Three Years (ending **31<sup>st</sup> March, 2023**) from Construction activities.
- N = Number of years prescribed for completion of work for which bids have been invited = **0.58 years (07 Months)**.
- B = Value of existing commitments and on-going works to be completed (for all the Clients of the Bidder) during the period of Completion of Work for which bids have been invited, duly certified by chartered Accountant.

7.2.2. The details submitted by the bidders will be evaluated also considering the Working Bid Capacity of the Bidder apart from other requirements stated in the tender documents to determine bidder's eligibility for the work. In case, the Working Bid Capacity of the Bidder is less than of ₹ 7647 Lakhs, the bid shall not be considered for opening of Price Bid (Part-II), even if the bidder meets the other pre-qualification criteria.

7.2.3 The Bidder shall submit the details as required in **TEF Clause No. 7.2.1** above in proforma at **Enclosure- 6 & 7.**

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 works viz., copies of Work Order(s)/Contract Agreement(s) indicating contract amount, Project/Work value, Scope of Work etc. & Work Completion Certificate(s) issued by the Client(s) indicating proper reference of the



Work Order/Contract Agreement & date of Completion, duly signed & stamped with company seal shall be scanned and uploaded online. Bidder shall submit scanned copies of TDS certificate/ Copies of Certified invoices of relevant projects when/if asked for by MDL during tendering period.

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

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.

## 8. स्थल मुआयना /SITE VISIT:

8.1 The site for the work is located in Nhava Yard, MDL, Raigad.

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 4249/ 4225 or email: [tscomm@mazdock.com](mailto: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 **₹ 10 Lakhs (Rupees Ten Lakhs Only)**, against this tender.

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

- Go to [www.mazgondock.in](http://www.mazgondock.in)
- Click on Online Payment Tab available on the home page
- Click on the Tender Tab.
- Make the payment online using Debit Cards, Credit cards, Net Banking, BHIM/UPI etc. after filling the required details.

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

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



Income Tax TAN No.

MUMM02076E

9.4. In case bidders pay EMD online or remit the same directly to MDL Bank account through NEFT, they should specifically mention the details of company name as well as nature of remittance, tender number/order number etc. in the text/narration fields of Bank's NEFT remittance in order to identify the same. The format at **Enclosure-12** is required to be filled up by the bidder and scanned copy of the same is to be uploaded along with Techno-commercial bid (Part-I).

9.5. 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 CPC on 23 February 2016. Bidders submitting EMD by way of Bank Guarantee are requested to inform their issuing Bank to provide complete details viz., address, telephone / fax number(s) and e-mail id on their cover letter enclosing the BG.

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:

9.11.1. If the bidder withdraws, amends, impairs or derogates from the tender, agreed conditions of Technical Negotiation Committee/Commercial Negotiation Committee /Price Negotiation Committee in any respect within the period of validity of his offer.

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

**Note: All the bidders including MSE’s shall furnish EMD of 10,00,000/- (Rupees Ten Lakhs Only), against this tender. The procurement being of works, EMD exemption is not applicable for MSE bidder**

#### **10. अखंडता सन्धीता / INTEGRITY PACT:**

- 10.1 The Pact essentially envisages an agreement between the prospective vendors / bidders and MDL committing the persons / officials of both the parties, not to exercise any corrupt influence on any aspect of the contract.
- 10.2 Only **those vendors / bidders who enter into such an Integrity Pact with MDL would be competent to participate in the bidding.**
- 10.3 The Integrity Pact would be effective from the stage of invitation of bids till the complete execution of the contract. This pact begins when both parties have signed it. It expires for the Contractor **12 months** after the last payment under the contract and for all other bidders, **06 months** after the contract has been awarded.
- 10.4 Integrity Pact shall be **duly signed and stamped on all pages.** Bidders shall upload the signed Integrity Pact, as per format enclosed at **Enclosure-13** in the online Techno-Commercial Bid (Part-I). The hard copy of the **‘INTEGRITY PACT’ shall be submitted in the office of 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](http://www.mazagondock.in)**



**11. वैधता अवधि /VALIDITY PERIOD:**

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

11.2 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 1030 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) & quoted applicable GST, and loading parameters, as applicable. In this context please refer **TEF Clause No. 15 & Clause No. 19** of Tender Enquiry Form (TEF) for detailed information.

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

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

14.1.1 Bids received after tender closing date and time.

14.1.2. Bids received without EMD (Other than those who are exempted from payment of EMD), as specified in the tender.

14.1.3. Bidders who are debarred under Public Procurement Policy (PPP) Make In India (MII) order 2017, GeM, CPPP including Tender holiday issued by MDL.

14.1.4. Bid not accompanied by Integrity Pact duly signed by the bidder on each page.

14.2. For the following conditions (other than non-negotiable conditions indicated at **14.1**) equal time & opportunity for submission of deficient techno-commercial documents and clarification shall be given to the bidders. Bidders are required to submit such documents/ clarifications within the duration / date stipulated by MDL, failing which their bids **shall be rejected in following cases:**

14.2.1. Bidders submitting Integrity Pact with deviation in MDL format, subject to approval of deviation by MDL.

14.2.2. The original of the uploaded copy of Integrity Pact if not received within specified period by MDL in the tender.





- 14.2.3. Bidder's failure to submit sufficient or complete details, in case of deficiencies noticed for evaluation of the bids.
- 14.2.4. Incomplete / misleading / ambiguous bids in the considered opinion of TNC/CNC.
- 14.2.5. Bids with technical requirements and or terms not acceptable to MDL / Customers / External agency nominated as applicable.
- 14.2.6. Bids received without pre-qualification documents where required as per the tender.
- 14.2.7. Bids not meeting the pre-qualification parameters stipulated in the tender enquiry.
- 14.2.8. Unreasonably longer delivery period quoted by the firm
- 14.2.9. Validity period indicated by bidders is shorter than that specified in the tender enquiry.
- 14.2.10. Bidders not agreeing to furnish required Security Deposit / Required Contract Performance Guarantee till completion of the supplies / services as per contract.
- 14.2.11. Bidders not agreeing to furnish Performance Bank Guarantee for Equipment supplied/ Services rendered or not agreeing for retention of equivalent amount by MDL up to the period till completion of contractual & warranty obligations.
- 14.2.12. The original of the uploaded copy of EMD (DD/BG) not received by MDL
- 14.2.13. Bidders not agreeing to provide assistance wherever required for installation, STW, HATs, SATs and Training of equipment supplied by them.
- 14.2.14. In case of blacklisted or banned or de-listed by any Government or quasi Government agencies or PSUs as mentioned in **TEF Clause no: 38**, MDL reserves the right to accept or reject the bid based on the ground/reasons of blacklisted or banned or de-listed.
- 14.2.15. Bidders not meeting the eligibility criteria given in tender regarding the Class of Supplier as per PPP MII Order 2017.
- 14.2.16. Bidders not submitting the declaration certificate for Local Content and location of value addition.
- 14.2.17. Bidders not indicating /not declaring / not specifying the local content percentage or/and location of local value addition in the declaration certificate. **(Refer attached Sample Filled up Form for Filling Enclosure-10(B))**
- 14.2.18. Bidder submitting incomplete declaration certificate for Local Content or declaration certificate not certified by appropriate authority as per tender. **(Refer attached Sample Form for Filling Enclosure-10(B))**
- 14.2.19. Bidders not submitting EMD in the prescribed format.
- 14.2.20. Non submission of Complaine Certificate w.r.t Land Border Clause as per enclosed format. (Restriction under Rule 144 (xi) of the General Financial Rules (GFRs), 2017)
- 14.2.21. Bidders submitting incomplete declaration certificate for Local Content as per format stipulated in the tender.

**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. It is desirable that the bidder accepts the Terms of Payments indicated in the tender enquiry above. Varied payment terms quoted by indigenous bidders as compared to the terms stated in the Tender document shall be normalized by adopting the Prime Lending Rate of State Bank of India plus 2% thereon on the amount (s) at variation and / or for the period (in no. of days) at variation.



- 15.1.2. For the additional delivery period sought by the bidder over the stipulated date of delivery as per Tender, 0.50% per completed week may be loaded to the quoted price.
- 15.1.3. Deviations sought in respect of rate per week and / or maximum ceiling in respect of liquidated damages shall be loaded to the quoted price. For example, the maximum ceiling towards liquidated damages stipulated in the Tender is 5% and the bidder seeks to limit it to, say 3.50% then the price quoted will be loaded by 1.5%. If the rate of LD per week is 0.50% per week or part thereof as per tender and the bidder seeks it as, say, 0.40% per week or part thereof, the maximum ceiling on LD as per tender will first be equated to weeks (10 weeks in this case) and the rate proposed by the bidder i.e. 0.40% will be multiplied by the so equated maximum period (which works out to 4%) and the quoted price will be loaded accordingly by 1%. Delivery being the essence of the contract, it is desirable that the bidder(s) adhere to the stipulated clause.
- 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 अवधि / DELIVERY PERIOD/COMPLETION SCHEDULE:**

16.1. The Completion period for entire work shall be **07 (SEVEN) MONTHS**, (Excluding Mobilization period of 21 days from the date of placement of Purchase Order)

16.2. The successful bidder shall submit detailed bar chart/work schedule including activity, milestones, deployment of resources/manpower for execution of the work within 21 days after placement of the Purchase Order.

**17. लामबन्धी / MOBILIZATION:**

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

**18. मूल्य निर्धारण / PRICING:**

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

**19. कर और शुल्क / TAXES AND DUTIES:**

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

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

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

19.4. If the vendor is registered under GST, vendor shall mention the HSN code for goods &/or SAC for services in their tax invoice, etc. These codes must be in accordance with GST Laws and responsibility of specifying correct HSN codes for goods &/or SAC for services is that of the vendor. MDL shall not be responsible for any error in HSN code for goods &/or SAC for



services specified by supplier / contractor. Supplier /Contractor shall pay penalty and/ or interest imposed on MDL or any loss due to delay in availing ITC by MDL or any loss of ITC to MDL due to errors by vendors at any stage. MDL reserves right to recover any such interest, penalty or loss from any amount due to Supplier /Contractor or otherwise.

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

19.6. If the vendor is registered under GST, the GST registration number (15 digit GSTIN) issued by GOI shall be mandatorily provided by the vendor. Vendor having multiple business verticals within state / at multiple states with separate GST registration numbers shall forward GSTIN of only that vertical which is involved in supply of goods and/or services. MDL GSTIN is **27AAACM8029J1ZA** and vendor shall mention the same while invoicing and avoid any data entry error on GST portal.

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

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

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

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



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

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

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

## 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 stage wise payment basis as below:

20.1.2. The invoices must be submitted in four copies (**1-Original + 3 copies**) along with the joint measurements taken at site duly approved by the designated representatives of the Technical Services department.

20.1.3. The payment against invoices will be made between 15 to 20 days of its receipt in MDL along with all the necessary documents as under:

a. Invoice Certification as per **Enclosure-24**,



- b. Joint Measurement sheets duly signed & stamped by MDL,
- c. SAP generated work completion certificate indicating deduction if any duly signed & stamped by MDL
- d. Copy(s) of invoices of materials,
- e. Vendor's self Declaration (Refer Clause 22.1.6) wherever applicable,
- f. Reconciliation Statement for Steel, Cement & concrete wherever applicable etc. required for processing the invoices.
- g. Certification of Disposal of Scrap/ Debris as per **Enclosure-28**

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. **Electronic Invoicing System (EIS):** Contractor whose turnover is more than **₹ 5 Crores** on award of Purchase order, need to issue E invoice to MDL, which has an Invoice Registration Number (IRN) and a Quick Response (QR) code. An invoice without an IRN and QR code will be treated as an invalid invoice and MDL will not be entitled for Input Tax Credit (ITC)/ GST on a vendor Invoice which is not compliant with the above invoice notification.

20.1.6. **Vendor's self-declaration:** Wherever GST is applicable, payment will be released against **e-Invoice** (refer **TEF Clause No. 22.1.5**) or Invoice accompanied with **Vendor's self-declaration** stating that " **we do not fall under the category of registered persons notified under Rule 48(4) of the Central GST Rules, 2017 and we are not required to comply with the e-Invoicing provisions under GST Act, as our aggregate turnover in any preceding financial year from 2017-18 onwards has not exceeded ₹ 5 Crore as per GST Act**"

20.1.7. **Alternate MSME vendor payment through TReDS:**

In order to address the financial needs of MSME firms, GoI has introduced a platform for facilitating the financing of trade receivables of MSMEs from buyers, through multiple financiers which is termed as Trade Receivables Discounting System (TReDS). At TReDS, auctioning of invoices at competitive & transparent environment is done by financiers based on Buyer's credit profile.

MDL is registered on the "Invoicemart" TReDS platform and M1xchange of M/s MyndSolutions Pvt Ltd.

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

1. "Invoicemart" TReDS platform or by registering on it.  
Contact details at "Invoicemart" TReDS platform are as below:  
022 6235 7373 and a new mail id [service@invoicemart.com](mailto:service@invoicemart.com).

2. "M1xchange" TReDS platform or by registering on it.

Contact details at "M1xchange" TReDS platform are as below:

+91 9920455374 Ms. Ashwathi Jayandran

id [ashwathi.jayandran@m1xchange.com](mailto:ashwathi.jayandran@m1xchange.com)

+91 8839915724 Ms. Prinyaka Shah Email id [prinyaka.shah@m1xchange.com](mailto:prinyaka.shah@m1xchange.com)

email



**21. वृद्धि/ESCALATION:**

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

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

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

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

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

Where

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

$W$  : Cost of work done worked out as per para **21.1.2** above.

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

$$\text{ii) } V_1 = W \times 0.25 \times (L_i - L_{io})/L_{io}$$

Where

$V_1$  : Variation in labour cost i.e. increase or decrease in the amount in rupees to be paid or recovered.

$W$  : Cost of work done worked out as per para **21.1.2** above.

$L_i$  &  $L_{io}$  : **Consumer Price Index** for Industrial Labour (All India) declared by Labour Bureau, Govt. of India) as applicable for the period under consideration and that valid at the time of receipt of tenders, respectively.

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

Where

$V_f$  : Variation in cost of fuel, oil and lubricants, increase or





decrease in the amount in rupees to be paid or recovered.

W : Cost of work done worked out as per para 21.1.2 above.

F<sub>i</sub>& : Average index number of whole sale price for **group**

F<sub>io</sub> **(fuel, power, light and lubricants)** - as published by the Economic Adviser to Govt. of India, Ministry of Industry & Commerce for the period under reckoning and that valid at the time of receipt of tenders, respectively.

21.1.4. The following principles shall be followed while working out the indices mentioned in sub para 21.1.3 above.

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

21.1.5. In the event the price of materials and/or wages of labour required for execution of the work decrease/s, there shall be downward adjustment of the cost of work so that such price of materials and/or wages of labour shall be deductible from the cost of work under this contract and in this regard the formula herein before stated under this para 21.1.3 shall mutatis mutandis apply.

## 22. परिनिर्धारित हर्जाना / LIQUIDATED DAMAGES:

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

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

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

23.1. The defect liability period shall be **One Year** from the date of actual completion of entire work.

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

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



**24. अनुबंध निष्पादन गारंटी / CONTRACT PERFORMANCE GUARANTEE**

24.1. Within 21 days after placement of order, the Contractor shall submit “PERFORMANCE BANK GUARANTEE” as per MDL format at **Enclosure-16** for 10% of contract value excluding taxes, duties, freight & services component etc. valid till 30 days beyond the stipulated Defect Liability Period of One years from actual completion of entire work.

24.2. Increase in the Contract Value during execution of work:-

24.2.1. In case of Contract value increases more than 10% during execution of the work, within 21 days after issue of Amendment of Purchase order, the contractor shall submit the additional “PERFORMANCE BANK GUARANTEE” of 10% of additional contract value excluding taxes, duties, freight & services component etc. valid till 30 days beyond the stipulated Defect Liability Period of One year from actual completion of entire work.

24.2.2. In case of Contract value increases upto 10% during execution of work, an equivalent amount of 10% of the additional contract value excluding taxes, duties, freight & services component etc shall be retained from the Running Account bills/ Final bills which will be refunded without interest, to the Contractor on completion of 30 days beyond stipulated Defect Liability Period of One year from actual completion of entire work. However this retained amount can be released to the contractor without interest, on submission of Additional Performance Bank Guarantee of requisite amount valid till 30 days beyond the stipulated Defect Liability Period of One year from actual completion of entire work.

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

24.4. In case of non-submission of PBG within 21 days of Placement of Purchase Order, there is likelihood of cancellation of the order.

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

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

24.7. In case of non-submission of PBG within 21 days of Placement of Purchase Order, MDL reserves right to retain the equivalent amount of PBG from 1st RA bill upto the period till completion of contractual & Guarantee / Warranty obligations.

**25. जलरोधी गारंटी / WATERPROOFING GUARANTEE -**

25.1. The Contractor(s) shall submit Waterproofing Bank Guarantee, as per MDL format at **Enclosure-17**, for the value 10% of the total amount of waterproofing works, valid for a period of 5 years from the satisfactory completion of waterproofing work.

25.2. Alternatively, in case, the amount of Waterproofing Bank Guarantee is less than Rs 10,000/-, a retention towards Water proofing Bank Guarantee shall be made from the



invoices of the Contractor which shall be released after expiry of the period of 5 years from successful completion of the waterproofing works provided there is no defect observed during the said period required to be rectified by the Contractor.

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

**26. जल रिसाव के खिलाफ बैंक गारंटी/ BANK GUARANTEE AGAINST WATER LEAKAGE- NOT APPLICABLE FOR THIS TENDER**

**27. बीमा / INSURANCE:**

27.1. The Contractor has to keep MDL indemnified against any claims by purchasing **CONTRACTOR'S ALL RISK** insurance policy for the value of the Contract excluding total AMC value from any Insurance Company of repute.

In Addition to above, Contractor shall submit additional **CONTRACTOR'S ALL RISK** insurance policy of Total AMC Value valid till end of 03 years AMC period.

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

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

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

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

**28. ठेकेदार का दायित्व / CONTRACTOR'S OBLIGATION:**

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

28.1.1. The Contractor shall pay to his employees not less than the minimum wages and allowances applicable to the Engineering Industry as notified from time to time **by the Central Government or the State Government whichever is higher** under Minimum Wages Act.

28.1.2. The Contractor shall be responsible for timely payment of wages of all his employees engaged in the Purchaser's Yard, not less than the prescribed minimum wages in each case and without any deductins of any kind, except as specified by Government or permissible under the Payment of Wages Act.



- 28.1.3. The Contractor must settle all the pending dues of the employees i.e. arrears of wages, proportionate leave wages, proportionate bonus payment, etc.
- 28.1.4. Before winding up the site, the Bidder / Contractor shall pay all terminal dues to his employees such as Notice pay, Gratuity, Retrenchment compensation, etc.

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

- 28.2.1. Bidder has withdrawn / modified / amended / impaired / derogated from the tender during the period of bid validity
- 28.2.2. 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 Terms and Conditions (GT and C) and Standard Terms and Conditions (STACS), it shall be presumed that all our tender terms & conditions are acceptable to bidder.

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

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

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

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

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

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

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



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

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

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

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

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

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

30.13. Availability of Construction material

During the tenure of the Contract due to the various reasons, there may be scarcity of availability of construction material in Mumbai region & this type of crises may be for short term or long term. In such circumstances, Contractor shall arrange to procure the Material available from other state/region of India with no additional cost to MDL. The cost of the same is deemed to be included in Bidder's quote.

**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:** The contractor shall make his own arrangement for electricity, electrical fittings, cables/wires, welding transformers, etc. at his own cost.

32.2. **Water:** The contractor shall make his own arrangement for water, connecting lines, storage etc. at his own cost.

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

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

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

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

33.1. Extra items of works, if any, shall be determined supported by a rate analysis 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. Growth of work in the quantities of items in the BOQ is permitted at the same rates provided the total value of the growth does not exceed 25% of the original order value and the growth in individual quantities of items is within 100% of Original Order quantity. The same is binding to the contractor and the contractor shall execute the same at the specified rate in the Purchase Order for that item.

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

33.3.1. Finalisation of rates for extra items.

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





33.3.3. To seek reduction in the unit rate of items for the excess quantity if there is growth of work in the individual quantities of items over 100% of the original order quantity.

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

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

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



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

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

**36. सुरक्षा और प्रशिक्षण /SAFETY AND TRAINING:**

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

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

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

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

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

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

36.7. Please refer Seferty Instruction for sub Contractor's as Enclosed at Annexure'A'.

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

37.1. The Contractor shall have to obtain Police Verification Report (PVR) of their Employees prior to deployment at MDL site for execution of the work. A Detailed procedure for Entry Passes for Contractor's Employees is displayed on MDL's website [www.mazagondock.in](http://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/फ़र्म/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 **Enclosure11**. Filling the information in the said format is Mandatory for every Tenderer. MDL reserves the right to ask for additional information and right to accept /reject the bid.

**39. मूल्य वरीयता /PRICE PREFERENCE:**



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

**40. सार्वजनिक खरीद नीति (मेक इन इंडिया को प्राथमिकता) आदेश 2017/PUBLIC PROCUREMENT POLICY (Preference to Make in India) ORDER 2017:**

The Government of India has issued revised Public Procurement (Preference to Make in India) order 2017 on 16<sup>th</sup> 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.

**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.



#### 40.2. **Purchase Preference (PP):**

40.2.1 Subject to the provisions of the Order and to any specific instructions issued by the Nodal Ministry or in pursuance of the Order, purchase preference shall be given to 'Class-I local supplier' in procurements undertaken by procuring entities in the manner specified here under: In the procurements of goods or works, which are not divisible in nature, and in procurement of services where the bid is evaluated on price alone, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

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

#### 40.3. **Reciprocity Clause:**

- i) Entities of countries which have been identified by the nodal ministry/ department as not allowing Indian Companies to participate in their Government procurement for any item related to that nodal ministry shall not be allowed to participate in Government Procurement in India for all items related to that Nodal Ministry/ Department, except for the list of items published by the Ministry/ Department permitting their participation.
- ii) The term 'entity' of a country shall have the same meaning as under the FDI policy of Department for Promotion of Industry and Internal Trade(DPIIT) as amended from time to time.

#### 40.4. **Declaration/ Verification of Local content**

- i) Participating bidders to indicate the percentage of local content (i.e. value added in India) along with the details of location/s where the local value addition is made, in their bids, item wise or tender wise. The indicated local content percentage shall decide categorization of the vendors as "Class-I Local Supplier" / "Class-II Local Supplier" / "Non-local Supplier". All bidders should declare that the item and service offered meets the minimum local content & indicate its percentage in their offer which shall meet or excel required local content specified in tender. This declaration is necessary even if Custom Duty Exemption and / or ERV (if applicable) are not being sought. Certification as under is to be submitted mandatorily in technical Offer-Part-I bid.

The bidders shall provide a certificate, as per **Enclosure-10(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 40.6 of the said Order for debarment.**

- iii) Declared Local Content shall be the basis for categorization of the vendors and tender evaluation. However, MDL reserves the right to undertake detailed examination of declared local content and may call vendor to submit relevant documents.
  - iv) In cases where MDL received the complaint from any vendor or person, along with the fees prescribed below, verification of Declared Local Content shall be carried out by seeking additional info as deemed necessary and the bidders (including unsuccessful bidders) against the tender shall be obliged to furnish the necessary documents. Failing to do so, the vendor may invite penal action as per the provisions of the Order. If MDL assess the capability, then it shall perform the verification. However, if in the opinion of MDL matter needs to be dealt at higher level, then the complaint shall be referred to Nodal Ministry and their fees / expenses / charges applicable as per the Nodal Ministry, if any, shall be borne by the complainant. MDL is authorized to prescribe fees for handling complaints under revised PPP MII 2017 Order. The fees for filing a complaint under the order shall be Rs. 10,000/- per case. The complaint shall be filed to the Chairman, Public Grievance Cell. The fee shall be deposited by complainant in MDL's Account by NEFT.
  - 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 needful fulfillment of MDL.
  - vi) On opening of the price bids, if it is identified that there is difference in local content declaration made & local content percentage as per price quoted is now not meeting (i.e. lesser than) the specified tender requirement (i.e. only on the quoted price without any loading) then such bidder shall be disqualified and shall not be considered for ranking purpose. The bid would be treated / considered as given false declaration and necessary action for debarment shall be initiated.
- 40.5. **Price negotiation & contract placement:**
- i) MDL has right to negotiate with L1 bidders on the quoted prices. However, it shall be ensured that Local Content percentage as declared by the vendor is maintained or increased but not reduced.  
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.
  - ii) Supplier shall be intimated that the supporting documentation towards realization of committed Local Content as per the contract / order terms & conditions shall be maintained for a period of seven years from the date of completion of the contract for audit purpose. Nodal Ministry may constitute committees with internal & external experts for independent verification of self-declarations and auditor's / accountant's certificates on random basis and in the case of complaints.
- 40.6. **Debarment of bidders / suppliers:**





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

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

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

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

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

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

41.4. The beneficial owner for the purpose of **41.3** above will be as under:

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

Explanation---

- a) "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;
- b) "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements.

41.4.2. In case of a partnership firm, the beneficial owner is the natural person(S) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;





- 41.4.3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
- 41.4.4. Where no natural person is identified under **(41.4.1) or (41.4.2) or (41-4.3)** above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
- 41.4.5. In case of a trust, the identification or beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- 41.5. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- 41.6. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.
- 41.7. The bidders shall provide Declaration in respect of restriction under Rule 144 (xi) of the General Financial Rules (GFRs), 2017 in the prescribed format as per **Enclosure-10 (E)**

**42. सार्वजनिक शिकायत कक्ष /PUBLIC 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. विवाद समाधान 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. एमडीएल का अधिकार / MDL's RIGHT:**

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



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

- 46.1. Conflict of Interest among bidders/ Agents: A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of MDL's interests. The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:
- a) They have controlling parter(s) in common; or
  - b) They receive or have received any direct or indirect subsidy/ financial stake from any of them; or
  - c) They have the same legal representative/agent for purposes of this bid; or
  - d) They have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder; or
  - e) Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/ Assemblies from one bidding manufacturer in more than one bid.
  - f) In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/ management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidder must proactively declare such sister/ common business/ management units in same/ similar line of business.
- 46.2. Declaration in respect of Conflict of Interest among Bidders/ Agents as per format at **Enclosure-29** is to be submitted by bidder.

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

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

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	-	Standard Terms and Condition (Stacs) Acceptance Form-STACS attached separately.
4.	Enclosure-4	-	General Terms and Conditions (GT&C) Acceptance Form-GT&C attached separately.
5.	Enclosure-5	-	Deviations from Tender Enquiry Form/ GT&C/ STACS
6.	Enclosure-6	-	Financial Information of Bidder
7.	Enclosure-7	-	Details of Existing Commitments & On-going Works- Calculation of Bid capacity.
8.	Enclosure-8	-	Particulars of Experience in Similar Projects
9.	Enclosure-9	-	Personnel available with the Contractor for this Project
10.	Enclosure- 10 (B)	-	Declaration Certificate for Local Content <b>(Sample Filled up Form for Filling Enclosure-10 (B) ATTACHED SEPERATELY)</b>
11.	Enclosure- 10 (D)	-	Actual Local Content Certificate
12.	Enclosure- 10 (E)	-	Declaration in respect of restriction under Rule 144 (xi) of the General Financial Rules (GFRs), 2017
13.	Enclosure- 10 (F)	-	Declaration in respect of 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 format for Bid Bond / EMD
19.	Enclosure-16	-	Performa for Performance Bank Guarantee
20.	Enclosure-17	-	Performa for Waterproofing Bank Guarantee
21.	Enclosure-18	-	Performa for Bank Guarantee against water leakage- <b>Not applicable for this tender</b>
22.	Enclosure-19	-	Price Bid (Part-II) - <b>to be submitted online</b>
23.	Enclosure-20	-	List of Drawings.-Attached Separately
24.	Enclosure-21	-	Scope of Work
25.	Enclosure-22	-	Hindrance Register Format
26.	Enclosure-23	-	Loss of Pass
27.	Enclosure-24	-	Invoice Certification Format
28.	Enclosure-25	-	Extract of Official Secrets Act, 1923
29.	Enclosure-26	-	CHECKLIST OF SUBMITTALS ATTACHED ALONGWITH ONLINE TECHNICAL BID
30.	Enclosure-27	-	Address Label
31.	Enclosure-28	-	Certification for Disposal of Scrap/Debris
32.	Enclosure-29	-	Declaration in respect of Conflict of Interest among Bidders/ Agents



33.	SAMPLE FORMAT	-	SAMPLE FORMAT FOR FILLING ENCLOSURE-10 (B) OF TENDER
34.	Statutory requirements & Safety clause	-	<a href="http://www.mazagondock.in">To be downloaded from our website www.mazagondock.in</a>
35.	Procedure for security passes	-	<a href="http://www.mazagondock.in">To be downloaded from our website www.mazagondock.in</a>
36.	ANNEXURE-A		<u>SAFETY INSTRUCTIONS FOR SUB-CONTRACTORS IN MDL, attached separately</u>
37.	ANNEXURE-B		<u>STANDARD TERMS AND CONDITION (HR) FOR STATUTORY COMPLIANCE WHILE ENGAGING SUB-CONTRACTORS/ OUTSOURCED MANPOWER AND ITS UNIT attached separately</u>





**Enclosure-1**

**FORM OF UNDERTAKING TO BE FURNISHED BY THE BIDDER**

(To be typed on Bidder's Letter head)

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

Sir,

**Sub: Construction of Hard Stand with Land Ties, Brackets and Service Trench including allied Electrical works at Nhava Yard, MDL, Raigad.**

**Ref: MDL Tender Enquiry No. 1900000182**

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ (year)

Signature \_\_\_\_\_ in the capacity of \_\_\_\_\_

duly authorised to sign Tenders for and on behalf of \_\_\_\_\_

(IN BLOCK CAPITALS)

Witness:

Signature \_\_\_\_\_ Address of Witness \_\_\_\_\_

Name \_\_\_\_\_ Occupation \_\_\_\_\_

**TENDER ENQUIRY (TEF) ACCEPTANCE FORM**

To,  
MAZAGON DOCK SHIPBUILDERS LIMITED  
TECHNICAL SERVICES DEPARTMENT

**TENDER ENQUIRY No. 1900000182**

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

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.

**STANDARD TERMS AND CONDITIONS (STACS) ACCEPTANCE FORM**

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

**TENDER ENQUIRY No. 1900000182**

STACS CLAUSE NO.	TENDERER'S REMARK	STACS CLAUSE NO.	TENDERER'S REMARK	STACS CLAUSE NO.	TENDERER'S REMARK
	ACCEPTED/ DEVIATION		ACCEPTED/ DEVIATION		ACCEPTED/ DEVIATION
<b>501</b>		<b>508</b>		<b>515</b>	
<b>502</b>		<b>509</b>		<b>516</b>	
<b>503</b>		<b>510</b>		<b>517</b>	
<b>504</b>		<b>511</b>		<b>518</b>	
<b>505</b>		<b>512</b>		<b>519</b>	
<b>506</b>		<b>513</b>		<b>520</b>	<b>DELETED</b>
<b>507</b>		<b>514</b>			

COMPANY'S NAME & ADDRESS :

SIGNATURE:

DATE:

NAME:

DESIGNATION:

TENDERER'S COMPANY

SEAL:

**NOTES :**

1. Bidder(s) should carefully read the Standard Terms & Conditions (STACS) included in the tender prior to filling up this acceptance format.
2. Bidder(s) should note that the Clause No. 507(iv) of STACS **STACS** shall be read as Tender Enquiry Form Clause no. 30.2.
3. Bidder(s) should indicate Accepted/ Deviation Taken for each clause number in the above table.
4. 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**.
5. STACS 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.

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

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

**TENDER ENQUIRY No. 1900000182**

<b>GT&amp;C CLAUSE No.</b>	<b>TENDERER'S REMARK</b>	<b>GT&amp;C CLAUSE No.</b>	<b>TENDERER'S REMARK</b>	<b>GT&amp;C CLAUSE No.</b>	<b>TENDERER'S REMARK</b>
	ACCEPTED/ DEVIATION		ACCEPTED/ DEVIATION		ACCEPTED/ DEVIATION
<b>A301</b>		<b>A330</b>		<b>A359</b>	
<b>A302</b>	<b>Deleted</b>	<b>A331</b>		<b>A360</b>	
<b>A303</b>		<b>A332</b>		<b>A361</b>	
<b>A304</b>		<b>A333</b>		<b>A362</b>	
<b>A305</b>		<b>A334</b>		<b>A363</b>	
<b>A306</b>		<b>A335</b>		<b>A364</b>	
<b>A307</b>		<b>A336</b>		<b>A365</b>	
<b>A308</b>		<b>A337</b>		<b>A366</b>	
<b>A309</b>		<b>A338</b>		<b>A367</b>	
<b>A310</b>		<b>A339</b>		<b>A368</b>	
<b>A311</b>		<b>A340</b>		<b>A369</b>	
<b>A312</b>		<b>A341</b>		<b>A370</b>	
<b>A313</b>		<b>A342</b>		<b>A371</b>	
<b>A314</b>		<b>A343</b>		<b>A372</b>	
<b>A315</b>		<b>A344</b>		<b>A373</b>	
<b>A316</b>		<b>A345</b>		<b>A374</b>	
<b>A317</b>		<b>A346</b>		<b>A375</b>	
<b>A318</b>		<b>A347</b>		<b>A376</b>	
<b>A319</b>		<b>A348</b>		<b>A377</b>	
<b>A320</b>		<b>A349</b>		<b>A378</b>	
<b>A321</b>		<b>A350</b>		<b>A379</b>	
<b>A322</b>		<b>A351</b>		<b>A380</b>	
<b>A323</b>		<b>A352</b>		<b>A381</b>	
<b>A324</b>		<b>A353</b>		<b>A382</b>	
<b>A325</b>		<b>A354</b>		<b>A383</b>	
<b>A326</b>		<b>A355</b>		<b>A384</b>	
<b>A327</b>		<b>A356</b>		<b>A385</b>	
<b>A328</b>		<b>A357</b>		<b>A386</b>	
<b>A329</b>		<b>A358</b>		<b>A387</b>	<b>Deleted</b>

COMPANY'S NAME & ADDRESS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SIGNATURE:

DATE:

NAME:

DESIGNATION:

TENDERER'S COMPANY

SEAL:





NOTES :

1. Bidder(s) should carefully read the General Terms & Conditions (GT&C) of the Tender Enquiry prior to filling up this acceptance format.
2. Bidder(s) should indicate Accepted/ Deviation Taken for each clause number in the above table.
3. Bidder(s) to attach Separate Sheet indicating all relevant details such as Number & description of the Clause, Reasons for Deviation and Alternative suggested for any deviations taken by them in the prescribed format indicated at **Enclosure-5**.
4. Clause numbers shown in the above format also includes the sub-clauses under these clauses. For example Clause no. A356 means – Clause nos. A356, A356 i), A356 a) etc.





MDL Tender No. 1900000182

Enclosure-6

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

Description	FY 2020-21	FY 2021-22	FY 2022-23	Average Annual Turnover
	₹	₹		₹
	X	Y	Z	<b>(A) = (X+Y+Z)/3</b>
Gross Annual Turnover of Construction Works Only				

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

\_\_\_\_\_  
Signature of Chartered Accountant  
with Seal

\_\_\_\_\_  
Signature and Seal of the Bidder



MDL Tender No. 1900000182

**Enclosure-7****Details of Existing Commitments & On-going Works***(To be typed on Bidders Letterhead & submitted)*

1	2	3	4	5	6	7
Sr. No.	Name of the Work/Project	Contract Value (₹)	Date of start as per PO/Contract	Date of Completion as per PO/Contract	Work Done up to the preceding Month of submission of Bid (₹)	Value of existing commitments and on-going works to be completed (for all the Clients of the Bidder) during the period of completion of work for which bids have been invited (i.e. <b>Balance value of Work</b> ) (₹)  <b>(B) = 3-6</b>

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

**CALCULATION OF WORKING BID CAPACITY**

- (a) Working Bid Capacity =  $[A \times N \times 2] - B$ , where
- A** = Average Annual Turnover of the bidder for the last Three Years (ending 31<sup>st</sup> March, 2023) from Construction activities.
  - N** = Number of years prescribed for completion of work for which bids have been invited = **0.58 (07 Months)**.
  - B** = Value of existing commitments and on-going works to be completed (for all the Clients of the Bidder) during the period of Completion of Work for which bids have been invited, duly certified by chartered Accountant.

**Working Bid Capacity = ₹ \_\_\_\_\_**

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

\_\_\_\_\_  
Signature of Chartered Accountant  
with Seal

\_\_\_\_\_  
Signature and Seal of the Bidder

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

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

Sir,

**Sub: Construction of Hard Stand with Land Ties, Brackets and Service Trench including allied Electrical works at Nhava Yard, MDL, Raigad.**

**Ref: MDL Tender No. 1900000182**

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 **₹ 3059 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 **₹ 3824 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 **₹ 6118 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





**MDL Tender No. 1900000182**

**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. 1900000182  
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) Order2017.

“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 my self that the goods/services/works to be delivered in terms of the above specified bid comply with the local content requirements as specified in the tender for ‘Class- I Local Supplier’ / ‘Class-II Local Supplier’, and as above.

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

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

Attach separate sheet duly signed if space is not sufficient

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

- (e) I accept that the Procurement Authority / Institution / MDL / Nodal Ministry has the right to request that the local content be verified in terms of the requirements of revised Public Procurement(preference to Make in India)Order2017 dtd16.09.2020 and I shall furnish the document / information on demand. Failure on my part to furnish the data will be treated as false declaration as per PPP MII Order 2017. In case of contract being awarded, I



undertake to retain the relevant documents for 7 years from date of execution.

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

**SIGNATURE of the Bidder:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**Seal / Stamp of Bidder**

**SIGNATURE: (TO BE SIGNED BY AUTHORISED SIGNATORY STRICTLY AS PER TEF CLAUSE NO. 44.4.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. 1900000182.  
ISSUED BY: MAZAGON DOCK SHIPBUILDERS LIMITED**

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

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

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

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

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

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

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

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

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





**SIGNATURE of the Bidder:**\_\_\_\_\_

**DATE:**\_\_\_\_\_

**Seal / Stamp of Bidder**

**SIGNATURE:** (TO BE SIGNED BY AUTHORISED SIGNATORY STRICTLY AS PER TEF CLAUSE NO. 44.5 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)**



MDL Tender No. 1900000182

**Enclosure-10 (E)****Declaration in respect of restriction under Rule 144 (xi) of the General Financial Rules (GFRs), 2017**

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

**SIGNATURE:\_\_\_\_\_****DATE:\_\_\_\_\_****Seal / Stamp of Bidder**



MDL Tender No. 1900000182

**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. 38** 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: Construction of Hard Stand with Land Ties, Brackets and Service Trench including allied Electrical works at Nhava Yard, MDL, Raigad.**

**Ref: MDL Tender No. 1900000182**

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.

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

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:

<b>Sl</b>	<b>Name of Client</b>	<b>Name of Project / Work</b>	<b>Status</b>

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	:	<b>MAZAGON DOCK SHIPBUILDERS LTD</b>
BANK AND BRANCH	:	<b>STATE BANK OF INDIA, MAZAGON BRANCH, MUMBAI</b>
BRANCH CODE	:	<b>9054</b>
BANK ACCOUNT NO	:	<b>10005255246</b>
IFSC CODE	:	<b>SBIN0009054</b>
MICR/NECS CODE	:	<b>400002120</b>
INCOME TAX PAN NO	:	<b>AAACM8029J</b>
INCOME TAX TAN NO	:	<b>MUMMO2076E</b>

**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)*

<b>Date of Remittance</b>	<b>Name of Firm</b>	<b>UTR No.</b>	<b>MDL tender/PO. Ref No.</b>	<b>Nature of Remittance viz. Performance Bank Guaranteetc</b>	<b>Amount Remitted (₹)</b>
			<b>MDL Tender No. 1900000182</b>		

\_\_\_\_\_  
**Signature of Bidder**

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

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



**MDL Tender No. 1900000182**

**INTEGRITY PACT**

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

And

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

Preamble

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

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

**Section 1 - Commitments of the Principal/Buyer:**

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

For & on behalf of  
MAZAGON DOCK SHIPBUILDERS  
LIMITED  
(Office Seal)

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



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

- (1) The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
- The Bidder(s)/Contractor(s) shall not, directly or through any other persons or firm, offer promise or give to any of the Principal/Buyer's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage or any kind whatsoever during the tender process or during the execution of the contract.
  - The Bidder(s)/Contractor(s) shall not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal.  
This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
  - The Bidder(s)/Contractor(s) shall not commit any offence under the relevant Anti-Corruption Laws of India; further the Bidder(s)/Contractor(s) shall not use improperly, for purposes of competition or personal gain, or pass on to other, any information or document provided by the Principal/Buyer as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
  - 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.
  - The Bidder(s)/Contractor(s) shall when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
  - The Bidder (s)/Contractor(s), their agents, representatives shall not do such things so as to interfere with the procedures laid down in the Principal/Buyer's Purchase Manual containing the Standard Terms and Conditions (STAC) and General Terms and Conditions (GT&C) in respect of procurement contracts for goods, services and civil works.
- (2) The Bidder(s)/Contractor(s) shall 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:**

If the Bidder(s)/Contractor(s) before contract award has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility as Bidder(s) in question, the Principal/Buyer is entitled to disqualify the Bidder(s)/Contractor(s)

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



from the tender process or to terminate the contract, if already signed for such reason, as per the procedure mentioned in the "Guidelines on Banning of business dealings" Copy of the "Guidelines on Banning of business dealings" is annexed and marked as Annexure-B.

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

**Section 4 – Sanctions for Violation :**

- (1) Any breach of the aforesaid provisions by the Bidder or any one employed by him or acting on his behalf (whether with our without the knowledge of the Bidder) or the commission of any offence by the Bidder or any one employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act 1988 or any other Act enacted for the prevention of corruption shall entitle the Principal/Buyer to take all or any one of the following actions, wherever required –
  - a) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the Bidder. However, the proceedings with the other Bidder (s) would continue.
  - b) The Earnest Money Deposit/Security Deposit/Performance Bond shall stand forfeited either fully or partially, as decided by the Principal/Buyer, and the Principal/Buyer shall not be required to assign any reason therefor.
  - c) To immediately cancel the contract, if already signed, without giving any compensation to the Bidder.
  - d) To recover all sums already paid by the Principal/Buyer, in case of an Indian Bidder

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



- e) with interest thereon at 2% higher than the prevailing Base Rate of SBI, and in case of a Bidder from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the Bidder from the Buyer in connection with any other contract for any other Defence stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- f) To encash the advance Bank Guarantee and Performance Bond/Warranty bond, if furnished by the Bidder, in order to recover the payments, already made by the Principal/Buyer, along with interest.
- g) To cancel all or any other contracts with the Bidder.
- h) To debar the Bidder from entering into any bid from Principal/Buyer for a minimum period of five years, which may be further extended at the discretion of the Principal/Buyer.
- i) To recover all sums paid in violation of this Pact by Bidder(s) to any middleman or agent or broker with a view to securing the contract.
- j) If the Bidder or any employee of the Bidder or any person acting on behalf of the Bidder, either directly or indirectly, is closely related to any of the officers of the Buyer, or alternatively, if any close relative of an officer of the Buyer has financial interest/stake in the Bidder's firm, the same shall be disclosed by the Bidder at the time of filing of tender. Any failure to disclose the interest involved shall entitle the Buyer to rescind the contract without payment of any compensation to the Bidder.

The term 'close relative' for this purpose would mean spouse whether residing with the Principal/Buyer's employee/employees or not, but not include a spouse separated from the Principal/Buyer's employee/employees by a decree or order of a competent court; son or daughter or step son or step daughter and wholly dependent upon Principal/Buyer's employee/employees, but does not include a child or step child who is no longer in any way dependent upon the Principal/Buyer's employee/employees or of whose custody the Principal/Buyer's employee/employees has been deprived of by or under any law; any other person related, whether by blood or marriage, to the Principal/Buyer's employee/employees or to the Principal/Buyer's employee/employees wife or husband and wholly dependent upon Principal/Buyer's employee/employees.

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

For & on behalf of  
MAZAGON DOCK SHIPBUILDERS LIMITED  
(Office Seal)

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



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

**Section 5 - Previous Transgression:**

- (1) The Bidder declares that no previous transgressions occurred in the last three years with any other company in any country conforming to the anti-corruption approach or with any other public section enterprise in India that could justify his exclusion from the tender process.
- (2) If the bidder makes incorrect statement on this subject, he can be disqualified from the tender process or further action can be taken.

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

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

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

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

**Section 8 - Independent External Monitor/Monitors:**

- (1) The Principal/Buyer appoints competent and credible independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairman & Managing Director of the Principal/Buyer.
- (3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all project documentation of the Principal/Buyer including that provided by the Contractor. The Contractor shall also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The

For & on behalf of  
MAZAGON DOCK SHIPBUILDERS LIMITED  
(Office Seal)

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



- (4) same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality.
- (5) The Principal/Buyer shall provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations, between the Principal/Buyer and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he shall so inform the Management of the Principal/Buyer and request the Management to discontinue or take corrective action, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. However, the Monitor shall give an opportunity to the Bidder(s)/Contractor(s) to present its case before making its recommendation to the Principal/Buyer.
- (7) The Monitor shall submit a written report to the Chairman & Managing Director of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the Principal/Buyer and, should the occasion arise, submit proposals for correcting problematic situations.
- (8) Monitor shall be entitle to compensation on the same terms as being extended to / provided to Independent Directors on the Board of Principal/Buyer.
- (9) If the Monitor has reported to the Chairman & Managing Director of the Principal, a substantiated suspicion of an offence under relevant Anti Corruption Laws of India and the Chairman & Managing Director of the Principal/Principal/Buyer has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- (10) The word 'Monitor' would include both singular and plural.

**Section 9 - Pact Duration:**

This pact begins when both parties have legally signed it. It expires for the Contractor **12 months** after the last payment under the contract and for all other Bidders **06** months after the contract has been awarded.

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above unless it is discharged / determined by Chairman & Managing Director of the Principal/Buyer.

**Section 10 - Other provisions:**

- (1) This agreement is subject to Indian Law, place of performance and jurisdiction is the

\_\_\_\_\_  
For & on behalf of  
MAZAGON DOCK SHIPBUILDERS LIMITED  
(Office Seal)

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



- (2) Registered Office of the Principal/Buyer, i.e. Mumbai. The Arbitration clauses provided in the main tender document/ contract shall not be applicable for any issue/dispute arising under this Integrity pact.
- (3) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- (4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties shall strive to come to an agreement to their original intentions.

\_\_\_\_\_  
 For & on behalf of  
 MAZAGON DOCK SHIPBUILDERS  
 LIMITED  
 (Office Seal)  
 Place \_\_\_\_\_  
 Date \_\_\_\_\_

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

Witness 1:

(Name & Address)

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Witness 1:

(Name & Address)

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_



MDL Tender No. 1900000182

Enclosure-14**RTGS/NEFT/ECS – MANDATE AUTHORISATION FORM**

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

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

**Date****Vendor's Seal****Authorised Signature of the Vendor****Certified that the particulars as per Serial No. 1 & 6 to 12 are correct as per our records.****Date****Bank's Stamp****Authorised Signature of the Bank Officer**



**MDL Tender No. 1900000182****PROFORMA BANK GUARANTEE FOR BID BOND / EMD**

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

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

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

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

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

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



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

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

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

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

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

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

**MDL Tender No. 1900000182****PROFORMA FOR PERFORMANCE BANK GUARANTEE**

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

IN CONSIDERATION OF MAZAGON DOCK SHIPBUILDERS LIMITED (formerly known as MAZAGON DOCK LIMITED, a company incorporated under the Companies Act 1956 and having its registered office at Dockyard Road, Mumbai 400010 (hereinafter referred to as the "the Company" which expression shall, unless it be repugnant or contrary to the subject or context thereof, be deemed to mean and include its successors and assigns) having placed an order on Messers ..... a partnership firm/sole proprietor business/a company registered under the Companies Act, 1956 having its office at .....(hereinafter called " the Contractor" which expression shall, unless it be repugnant or contrary to the subject or context thereof, be deemed to mean and include its successors and assigns) vide order No..... dated..... (hereinafter called "the order" which expression shall include any amendments/alterations to "the order" issued by "the Company") for the work of \_\_\_\_\_ as stated in the said Order and the Company having agreed that the Contractor shall furnish a security for the performance of the Contractor obligations and/or discharge of the Contractor liability in connection with the said order and the Company having agreed with the Contractor to accept a performance guarantee, We, ..... Bank having office at ..... (hereinafter referred to as "the Bank" which expression shall includes its successors and assigns) hereby agree to pay to the Company without any demur on first demand an amount not exceeding Rs..... (Rupees.....only) against any loss or damage, costs, charges and expenses caused to or suffered by the Company by reason of non performance and non-fulfillment or for any breach on the part of the Contractor of any of the terms and conditions of the said order.

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

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

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

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



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

7. Notwithstanding anything contained herein above:

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

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

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

For ..... Bank  
(by its constituted attorney)

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

**MDL Tender No. 1900000182****PROFORMA FOR WATERPROOFING BANK GUARANTEE**

(On Non-Judicial stamp paper)

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

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



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

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

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

For ..... Bank  
(by its constituted attorney)

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

**Enclosure-20****LIST OF TENDER DRAWINGS**

<b>SR.NO.</b>	<b>DRAWING No.</b>	<b>Description</b>
<b>1.</b>	ARC/CD/001 (Sheet 1 of 2)	Layout and Details of Trench
<b>2.</b>	ARC/CD/001 (Sheet 2 of 2)	Layout and Details of Trench
<b>3.</b>	MEP-ELE-TD-01	PANEL LOCATION
<b>4.</b>	MEP-ELE-TD-02	Hi Mast Location
<b>5.</b>	MEP-ELE-TD-03	SINGLE LINE DIAGRAM- L.H.S PCC PANE
<b>6.</b>	MEP-ELE-TD-04	SINGLE LINE DIAGRAM- R.H.S PCC PANEL
<b>7.</b>	MEP-ELE-TD-05	SINGLE LINE DIAGRAM- ISOLATOR PANEL
<b>8.</b>	MEP-ELE-TD-06	ISOLATION TRANSFORMER PANEL
<b>9.</b>	MEP-ELE-TD-07	MASTER SLD
<b>10.</b>	STR/WD/003 (Sheet 1 of 2)	Structural Layout and details of trench
<b>11.</b>	STR/WD/003 (Sheet 2 of 2)	Structural Layout and details of trench





**Enclosure-22**

**HINDRANCE REGISTER**

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

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

**MDL Tender No. 1900000182****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.



माझगांव डॉक शिपबिल्डर्स लिमिटेड  
तकनीकी सेवाएँ 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.	<b>Total</b>	

**C. Certification Details:**

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

- MDL service entry sheets duly signed attached : Yes/ Not Applicable  
Service Entry Sheet No \_\_\_\_\_  
EMB No. \_\_\_\_\_
- Consultant's Certificate (if applicable) : Yes/ Not Applicable  
Reference No. \_\_\_\_\_ Dated: \_\_\_\_\_
- E-invoice/Vendor's Self Declaration: Yes/ Not Applicable
- No Claim Certificate (applicable for Final Invoice only) : Yes/ Not Applicable
- Vendor rating (applicable for Final Invoice only): Yes/ Not Applicable
- Actual Local Content Certificate (applicable for Final Invoice only) : Yes/Not Applicable
- Price indices & 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): \_\_\_\_\_
  - Release of Provisional Retained Amount (if any): \_\_\_\_\_

**Engineer in Charge / HOD (Comm)**  
(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.



MDL Tender No. 1900000182

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. 1900000182**

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

<b>Sl No</b>	<b>Submittals (Scanned Copy)</b>	<b>Whether Submitted/ Not Submitted/ Not Applicable</b>	<b>Bidder to indicate the Reasons below for Non Submissions if any, or if they have indicated "NO" under relevant columns</b>
<b>1</b>	Enclosure-1 viz Form of undertaking		
<b>2</b>	Enclosure-2 viz TEF Acceptance Form		
<b>3</b>	Enclosure-3 viz STACS Acceptance Form		
<b>4</b>	Enclosure-4 viz GT&C Acceptance Form		
<b>5</b>	Enclosure-5 viz Deviation Form		
<b>6</b>	CA certified Average Audited Annual financial turnover of Past 03 years		
<b>7</b>	Audit certified Balance Sheets of Past 03 years		
<b>8</b>	Audit certified Profit/Loss Accounts of Past 03 years		
<b>9</b>	a. Enclosure-6 & 7 viz Bidding Capacity		
	b. Whether Enclosure-6 Certified by CA	Yes/ No	
	c. Whether Enclosure 7 Certified by CA	Yes/ No	
	d. Whether PO Copies in respect of Projects mentioned in Enclosure 7 submitted		
<b>10</b>	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		
<b>11</b>	Enclosure-9 viz Key Personnel for this Project		
<b>12</b>	i) <b>Enclosure-10(B/D)</b> viz. Declaration certificate for Local Content		
	a. Whether Tender Item Sl No indicated at Col I of <b>Para (d) of Enclosure</b>	Yes/ No	
	b. Whether Local Content Percentage indicated at Col II of <b>Para (d) of Enclosure</b>	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
	c. Whether Location of Value addition indicated at Col III of <b>Para (d) of Enclosure</b>	Yes/ No	
	d. Whether Enclosure-10(A/C) viz. Declaration Certificate for Local Content has been signed by <b>Authorised Signatory</b> as indicated at <b>Tender Clause No. 40.4(i)</b>	Yes/ No	
	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		
<b>13</b>	Enclosure-11 viz Declaration for Banned or delisted Tenderer		
<b>14</b>	Enclosure-15 viz EMD Format		
<b>15</b>	Enclosure-13 - Integrity Pact	Yes/ No	
<b>16</b>	a. Enclosure-14 viz RTGS Form		
	b. Whether RTGS form is duly authenticated by any Bank	Yes/ No	
<b>17</b>	a. Solvency Certificate	Yes/ No	
	b. Whether Solvency Certificate is addressed to MDL	Yes/ No	
	c. Whether Solvency Certificate is issued within 6 month from Tender closing date	Yes/ No	
	d. Whether Solvency is issued by the bank from the list of banks as per MDL website	Yes/ No	
<b>18</b>	GST Registration Certificate		
<b>19</b>	PAN CARD		
<b>20</b>	a. Shop & Establishment Registration Certificate or Certificate of Incorporation		
	b. Whether Shop and Establishment Certificate is valid as on date of submission	Yes/ No	
<b>21</b>	"UDYAM Registration Certificate" in case Bidder is MSME		
<b>22</b>	Company Profile		
<b>23</b>	List of Equipments		



<b>S1 No</b>	<b>Submittals (Scanned Copy)</b>	<b>Whether Submitted/ Not Submitted/ Not Applicable</b>	<b>Bidder to indicate the Reasons below for Non Submissions if any, or if they have indicated "NO" under relevant columns</b>
<b>24</b>	Power of Attorney		
<b>25</b>	Corrigendum, if any		
<b>26</b>	Enclosure-29-Declaration in respect of Conflict of Interest among Bidders/ Agents		

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: Construction of Hard Stand with Land Ties, Brackets and Service Trench including allied Electrical works at Nhava Yard, MDL, Raigad.**

**Ref: MDL Tender No.1900000182**

**EMD**

**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



**माझगांव डॉक शिपबिल्डर्स लिमिटेड**  
**तकनीकी सेवाएँ विभाग**

**Certification for Disposal of Scrap/Debris**

**Sub: Construction of Hard Stand with Land Ties, Brackets and Service Trench including allied Electrical works at Nhava Yard, MDL, Raigad.**

**Ref: MDL Tender No. 1900000182**

**RA NO.:**

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

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

**Engineer in Charge**

(Name, Sign & Stamp with date)

**Contractor**

(Name, Sign & Stamp with Date)



MDL Tender No. 1900000182

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**