



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: SHIP BUILDING

विभाग: बाह्यस्त्रोत-तकनीकी सेवाएँ

DEPARTMENT: OTS-TECHNICAL SERVICES

निविदा क्रमांक: १९००००००२४६

TENDER NO: 1900000246

निविदा जारी दिनांक : ०८ दिसंबर २०२५

TENDER DATE: 08 December 2025

निविदा देय दिनांक एवं समय: १२ दिसंबर २०२५ दोपहर १५:०० बजे

CLOSING DATE & TIME: 12 December 2025 at 15:00 Hrs

भाग १ - तकनीकी एवं वाणिज्यिक हिस्सा खोलने (ऑनलाइन) की तिथि एवं समय: १५ दिसंबर २०२५, दोपहर १५:३० बजे से

Online Opening of Part-I (Techno-commercial Bid): 15 DECEMBER 2025, 15:30 Hrs. IST onwards

माझगांव डॉक शिपबिल्डर्स लिमिटेड प्रासिद्ध निविदाकर्ताओं/विक्रेताओं से निम्नलिखित कार्य के लिए प्रतियोगी ऑनलाइन निविदाएँ दो हिस्सों में (भाग १ - तकनीकी एवं वाणिज्यिक हिस्सा और भाग २ - मूल्य हिस्सा) अपने ई-प्रॉक्यूरमेंट पोर्टल

<https://eprocuremdl.nic.in> पे आमंत्रित करते हैं।

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



कार्य का वर्णन
DESCRIPTION OF WORK

**नाव्हा यार्ड मे फेंडर(१४ नग) उपलब्ध कराना और
लगाना।**

**Providing and fixing of Fenders (14 Nos)
at Nhava Yard.**

निविदा क्र.: १९०००००२४६
TENDER NO: 1900000246

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1. प्रस्तावना /PREAMBLE

1.1. Mazgoan Dock Shipbuilders Ltd. (MDL), a listed Company, hereinafter referred as Employer (Client), is a Public Sector Undertaking by the Government of India under the administrative control of Department of Defense production, Ministry of Defense.

1.2. MDL intends to Providing and fixing of Fenders (14 Nos) at Nhava Yard.

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

2.1. The brief Scope of work, detailed Technical Specifications for Civil work which is attached separately at Enclosure -21.

2.2. The Safety Instruction & Statutory compliances are attached at Annexure A & B respectively.

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

3.1. This is an e-tender and bids have to be submitted online ONLY. It is the sole responsibility of the bidders to submit their bids online in time. Bidders are, therefore, advised to commence the bidding process on the e-procurement portal WELL IN ADVANCE (preferably 3-4 days prior to tender closing date) and not wait for last minute submission of their bids. MDL reserves the right for grant of extension or otherwise without assigning any reason. Bidder's failure to complete submission of their online bids in time on account of reasons such as SLOW SPEED OF SERVER, TECHNICAL PROBLEMS etc. shall not be entertained and EXTENSION OF SUBMISSION TIME shall not be granted on this account.

3.2. In case any bidder intending to respond against the tender and is not having the DSC to facilitate uploading of his bid, should approach the Service Provider at least 10 working days in advance of the tender closing date requesting for DSC. The request so made to the Service Provider should simultaneously be forwarded to MDL Dealing Officer. In case the DSC is not received within 3 to 4 working days of the request by the bidder, the Head of the concerned Commercial section be informed immediately. If the DSC is not received from the Service Provider three working days prior to the tender closing date, suitable extension to the tender closing date shall be considered if requested by the concerned bidder on submission of requisite supporting documents (scanned copy of application submitted to the service provider).

3.3. In case of any discrepancies

3.3.1. Between Hindi and English Versions of the Tender Clauses, English Version will prevail.

3.3.2. In the drawings or between the drawings, technical specifications, and/ or schedule of items/quantities, the contractor shall seek clarification from MDL and shall carry out the work in accordance with the clarification furnished by MDL.

3.3.3. MDL at its discretion, may follow the following order of preference- Description of Schedule of Bill of Quantities, Technical Specifications, Drawings, General Condition of Contract.

3.4. Tender due date extension may have considered if extension of time asked by bidder in 3 days in advance.

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



- 3.5.1. By the Proprietor, in case of a proprietary firm; or
- 3.5.2. By a Partner, in case of a partnership firm and/or a limited liability partnership;
- 3.5.3. By a duly authorized person holding the Power of Attorney, in case of a Limited or Private Limited Company or a corporation.
- 3.6. In case of any techno-commercial query prior to submission of bids, the bidder(s) are requested to contact the following from MDL. Letter(s)/emails shall be addressed to GM/HOD (OTS), MDL. Contact details are as under:

MDL	
Shri. Anant Garkhedkar DGM/HOS (OTS-PS & TS) Email: apgarkhedkar@mazdock.com Tel No: +91 22 23763086 Mob No: 9324019254	Shri. Sachin M Ghanwat, CM (OTS-TS) Mail: sghanwat@mazdock.com Tel No: +91 22 23764224 Mob No: 8879788195

3.7. Before submission of the tender, the bidder shall visit the site, examine the General Conditions of Contract, the Specifications (including any drawings and other specifications referred to therein), the schedules and the Bill of Quantities. In case of any ambiguity or discrepancy between any of these documents or between figured and measured dimensions, the bidder should immediately refer the matter to MDL.

3.8. **Corrigendum:**

- 3.8.1. Before the deadline for submitting bids, MDL may update, amend, modify, or supplement the information, assessment or assumptions contained in the Tender Document by issuing a corrigendum.
- 3.8.2. The corrigendum shall be published in the same manner as the original Tender Document. Without any liability or obligation, the Portal may send intimation of such corrigendum to bidders who have downloaded the document under their login. However, the bidders' responsibility is to check the website(s) for any corrigendum. Any corrigendum thus issued shall be considered a part of the Tender Document. To give reasonable time to the prospective bidders to take such corrigendum into account in preparing their bids, MDL may suitably extend the deadline for the bid submission, as necessary. After MDL makes such modifications, any Bidder who has submitted his bid in response to the original invitation shall have the opportunity to either withdraw his bid or re-submit his bid superseding the original bid within the extended time of submission.
- 3.9. Mazgoan Dock Shipbuilders Limited will not be responsible for any costs or expenses incurred by the Bidder in connection with the preparation and submission of his bid or for any other expenses incurred in connection with such bidding regardless of the conduct or outcome of the tendering process including cancellation of this tender process.
- 3.10. The bidder shall not take any benefit of grammatical or printing mistakes, which may have occurred.
- 3.11. **DEVIATIONS:** Deviations, if any, from Terms, Conditions & Technical requirements specified in the Tender Enquiry, General Conditions of Contract (GCC) should be clarified from MDL well before the closing date of the tender. Deviations put up along with the tender is generally discouraged and not accepted.

3.12. Information relating to the examination, clarification, evaluation and comparison of bids, and recommendations for the award of a contract, shall not be disclosed to bidders or



any other person not officially concerned with such a process until the award to the successful bidder has been announced.

3.13. From the time of bid opening to the time of contract award, no bidder shall contact MDL on any matter related to the bid, except on request and prior written permission.

3.14. Any effort by the bidder to influence MDL in bid evaluation, bid comparison or contract award decisions will vitiate the process and will result in the rejection of the bidder's bid.

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

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

4.2. Bidders can participate in online bidding

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

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

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

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

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

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

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

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

5.1.1. **Techno-Commercial (Part-I) Bid:** Bidders shall submit/upload scanned copy of the following duly filled in, signed & stamped with company seal in online Part (I) bid: -

i. In respect of technical requirements of the tender:

a. Documentary evidence in support of Past experience and Performance on Similar work(s) during the last 7 years, stipulated under **TEF Clause No.7**, as applicable in the format attached at **Enclosure-8**.

b. Documents in support of general construction experience (Annual Turnover) **TEF Clause No.7.1.3** in the format attached at **Enclosure-3**

c. List of Key Personnel available for this Project **TEF Clause No.7.1.4**, in the format attached at **Enclosure-9**

d. **Under taking for making available the required Key personnel as specified in the tender.**

e. Scanned copy of Bidder's company profile.

f. List of Equipment with its Model / Year / working status along with details of manufacturing facilities.

ii. In respect of Commercial requirements of the tender:

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



- b. Acceptance on clauses of Tender Enquiry (TEF) in the Prescribed Format **appearing online** stating 'Accepted' OR 'Not Accepted' as applicable for each of the clause in the format attached at **Enclosure-2**.
- c. Acceptance on clauses of General Conditions of Contract (GCC) in the Prescribed Format appearing online stating 'Accepted' OR 'Not Accepted' as applicable for each of the clause in the format attached at **Enclosure-4**.
- d. Deviations, if any, from Terms, Conditions & Technical requirements specified in the Tender Enquiry, GCC with reasons thereof shall be clearly indicated against the relevant clause(s) in the format attached at **Enclosure-5**.
- e. CA Audited & certified Average Annual financial turnover during the last 3 years ending **31st March, 2024 TEF Clause No.7.1.3**. Bidders shall upload scanned copies of Audit certified Balance Sheets & Profit/Loss Accounts for the last 3 years. Draft Audited Reports are not acceptable.
- f. Bidders shall furnish Available Bid Capacity as required in **TEF Clause No. 7.2.5** and **Enclosure-6 & 7** duly certified by Chartered Accountant and scanned copy of the same shall be uploaded in online Part-I bid: **Not Applicable**
- g. Bidder shall submit Declaration certificate for Local Content as per **TEF Clause No. 40** and in the format attached at **Enclosure-10 (A)**. **A Sample filled up Form is appended for reference.**
- h. Bidder shall submit Declaration in respect of restriction under Rule 144 (xi) of the General Financial Rules (GFRs), 2017 **TEF Clause No. 41** in the format attached at **Enclosure-10 (E)**.
- i. Bidder shall submit Declaration in respect debarred under Public Procurement Policy (PPP) Make in India (MII) **TEF Clause No.40** order, in the format attached at **Enclosure-10 (F)**.
- j. Bidder shall submit Declaration for Banned or delisted Tenderer/firms/Vendors as per **TEF Clause No.38** and in the format attached at **Enclosure-11**.
- k. Online transfer or NEFT receipt.

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

- l. Integrity Pact -Not Applicable.
- m. Scanned copy of Bank details for payment by NEFT/RTGS/ECS with authenticated by the Banker in the format attached at **Enclosure-14**.
- n. Solvency- Not Applicable.
- o. Scanned copy of **GST Registration Certificate & Permanent Account Number (PAN)**.
- p. Bidder ESIC code as per ESIC act and PF code- Bidder should have valid registration with Employees Provident Fund Organization under 'EPF and Miscellaneous Provisions Act, 1952'
- q. Scanned copy of Valid Bidder's Shop & Establishment Registration Certificate or Certification of Incorporation from Registrar of Companies or registration certificate from Registrar of firms.
- r. In case of Bidder registered with Mazgoan Dock Shipbuilders Limited **may upload scanned copy** of Valid Registration Certificate issued by MDL, for the items/services for which the offer is being submitted.
- s. Power of Attorney, in case of a Limited or Private Limited Company or a corporation.
- t. CHECKLIST OF SUBMITTALS attached along with online Technical Bid as per format at **Enclosure-26**.
- u. Declaration in respect of Conflict of Interest among Bidders/Agents- **Enclosure-29** to be filled and submitted duly signed and stamped.
- v. Signed copy of Corrigendum if issued by MDL.
- w. Submission of **Working Capital CA Certificate TEF Clause No.7.2.7. b**.



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

Notes:

- i) MDL has a right to verify / cross verification of authenticity of the scanned documents with respect to original submitted against this tender.
- ii) The bidder is requested to **ensure that all the documents asked for are submitted** and are clear, legible & duly signed (i.e. self-attested), as it would save considerable time without necessitating the need for furnishing of the documents again by them. The bidder is also requested **not to submit unnecessary documents not asked for, like signed & stamped copy of this Tender document, etc.**
- iii) Bidders are requested to ensure that only relevant documents complete in all respect as indicated in the tender should be attached with their offer. The first page of every uploaded set of scanned document shall be with an index of its contents. In case the offers received against this tender are more than 20, no opportunity will be extended for submission of deficient documents after opening of bids. The evaluation of the offers will be carried out and bidders will be qualified based on the documents received along with their offer.
- iv) MDL reserves the right to seek clarification/ deficient documents from all the bidders quoted against the tender in the following cases:
 - a. For tenders with Overall ranking: If number of the techno-commercially qualified bids are less than X+5 where X is the number of order proposed to be placed.
- v) The bidder is required to compulsorily select "ACCEPTED" or "DEVIATION" from the choices available against the relevant Para no. /Clause no. of TEF/GCC (as applicable). In case "DEVIATION" is selected against a particular Para no. /Clause no., it would be mandatory to explain the deviation proposed by the bidder in the Deviation form at **Enclosure-5**. Any deviation(s) mentioned elsewhere in the Offer/Bid, other than in the said forms, will not be considered.

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

- a. Price Bid as appearing in the format is to be filled ONLINE ONLY by the Bidder.
- b. The estimated rates for various items in the Bill of Quantities (BOQ) are as appearing 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, trucking off to two decimal places, to arrive at the order value.
- f. The Lowest Bidder (L1) shall be evaluated based on the overall cost quoted by the bidder including applicable Goods & Service Tax and loading criteria if any.
- g. However, Purchase Preference in line with Clause No 40.2 and 40.5 shall be given to MSE bidder/Class I Local Supplier.
- 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 <https://eprocuremdl.nic.in> prior to the tender closing date & time.

7. पूर्व योग्यता मापदंड/ PRE-QUALIFICATION CRITERIA:

**7.1. Technical PQC**

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

Bidder's experience of having successfully completed similar works during last 7 years ending 30 November 2025 should be either of the following:

7.1.1.1. तीन समरूप संपन्न कार्य जिसकी प्रत्येक की लागत ₹ 36 लाख से कम न हो।

Three similar* completed works each costing not less than **₹ 36 Lakhs.**

OR

7.1.1.2. दो समरूप संपन्न कार्य जिसकी प्रत्येक की लागत ₹ 45 लाख से कम न हो।

Two similar* completed works each costing not less than **₹ 45 Lakhs.**

OR

7.1.1.3. एक समरूप संपन्न कार्य जिसकी प्रत्येक की लागत ₹ 71 लाख से कम न हो।

One similar* completed work costing not less than **₹ 71 Lakhs.**

***Similar Work: "Providing and Fixing of fender to marine structure viz. jetty or terminal etc."**

In respect of the above, following shall be applicable

- (i) Similar completed works referred above means each work and not all works put together. It is clarified that the work executed by the bidders for their in-house or capital use will not be considered for the purpose of bidder's experience of completion of similar works. The work executed under labour rate where input materials which are supplied by client shall not be considered as experience in similar completed works.
- (ii) Successfully completed or substantially completed similar works can also be considered for above similar works. Substantial completion shall be based on 80 (eighty) per cent (value wise) or more works completed under the contract. (Note: Substantial completion should not be defined in terms of percentage completion, rather it should be based on functional consideration.)
- (iii) Client certificate for 'substantial project/work/asset should contain two parts. Part-I shall 'Financial value of work done' or client certified invoice and Part-II shall contain; certificate of functional completion of project/work/asset'.

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

7.1.3. General Construction Experience:



The bidder should have achieved an annual turnover of general construction work of at least **Rs.636 Lakhs** in any of the year over a period of 07 years, ending 31st March 2024. Further, out of the above annual turnover in the relevant year, the bidder should have achieved at least **Rs.318 Lakhs** from Civil works. Bidder has to submit a certificate from their Chartered Accountant for the above.

- i. The General Construction Experience should be at least **Rs.636 Lakhs**
- ii. The General Construction Experience from Civil works should be at least **Rs.318 Lakhs**

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

Sr. No.	Designation of Key Personnel	Total No	Qualification	Minimum Experience (In Years)
1	Project Manager cum planning/ quality/Site/billing Engineer.	1- (Civil Engineer)	Graduate Engineer or Diploma Engineer	2 or 5 respectively
2	Safety Supervisor	1	Safety Diploma	2 years

7.2. Commercial PQC

- 7.2.1. Submission of requisite Instrument in support of Bid Security viz. EMD/Proof of EMD Exemption.: Not applicable.
- 7.2.2. Submission of Valid Bidder's Shop & Establishment Registration Certificate or Certification of Incorporation from Registrar of Companies or registration certificate from registrar of firms.
- 7.2.3. Submission of Integrity Pact-Not Applicable
- 7.2.4. Submission of Solvency -Not Applicable
- 7.2.5. Submission of Available Bid Capacity: Not Applicable.
- 7.2.6. The Bidder shall submit the details as required in **clause 7.2.5** above in preformat **Enclosure- 6 & 7.: Not applicable**

7.2.7. Financial Capabilities'

- a. Bidder's average Audited Annual financial turnover during last 3 years ending 31st March 2024 should be at least **Rs.23 Lakhs.** as per the annual report or audited balance sheet and profit and loss account of the relevant period, duly authenticated by a Chartered Accountant/ Cost Accountant.
- b. The bidder should have access to, or possess available liquid assets and other financial means (independent of any contractual advance payments) sufficient to meet the construction cash flow requirements for the subject contract, of the certain minimum amount specified. The bidder should have adequate sources of finance to meet the cash flow requirements of works currently in progress and for future contract commitments. In support of the above, the bidder should have positive Working capital as on 31st March 2024. The Bidder has to submit Working capital statement duly signed & Stamped by CA and all the partners/Owner.



7.3. Clarification of Bids/Shortfall documents:

- 7.3.1. During evaluation and comparison of bids, MDL may, at its discretion, ask the bidder for clarifications on the bid. The request for clarification shall be given in writing, asking the bidder to respond by a specified date & time.
- 7.3.2. If the bidder does not comply or respond by the said date, his offer will be liable to be rejected.
- 7.3.3. Post-bid clarification at the initiative of the bidder shall not be entertained.

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

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

7.6. MSE shall not be given any relaxation in prior turnover and prior experience.

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

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

8. स्थल मुआयना /SITE VISIT:

8.1. The site for the work is located in **MDL Nhava Yard, Village Nhava, Tal: Panvel, Dist: 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 4224/ 3086 or email: sghanwat@mazdock.com for any doubts /clarifications / site visits.

9. बयाना राशि/ बोली प्रतिज्ञापत्र /EARNEST MONEY DEPOSIT (EMD) / BID BOND: Not Applicable

10. खंडता समझौता / INTEGRITY PACT:Not Applicable

11. वैधता काल /VALIDITY PERIOD:

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

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

11.3 In exceptional circumstances, prior to expiry of the original validity of offer(s), the bidders will be requested to extend the period of offer validity for a specified additional period. The request and the bidder's responses shall be made in writing. If the bidder does



not accept the request of MDL for extension of validity, the bid security will not be forfeited. A bidder agreeing to the request will not be required or permitted to modify his bid, but will be required to extend the validity of his bid security. In case techno-commercially accepted bidder/s does not agree to extend the offer validity, the offers of all techno-commercially accepted bidder/s including the bidder who has not agreed to extend their offer validity, shall be opened and proceed further with valid bids. If the bidder who has not agreed to extend their offer validity found to be L1 then his price shall be used as reference price for negotiation purpose as applicable.

12. निविदाएँ खोलने की प्रक्रिया बोली पूर्व बैठक/ OPENING OF BIDS AND PRE BID CONFERENCE:

- 12.1. **Part-I (Techno-commercial Bid):** **Part-I bid will be opened online on the due tender** opening date from 15:30 Hrs onwards in OTS-TS Section, OTS-Dept. The bidder can view the tender online by logging their user ID on the portal <https://eprocuremdl.nic.in>
- 12.2. **Part-II (Price Bid):** After completion of Techno-Commercial scrutiny, intimation for opening of Part-II bid will be communicated only to Techno-Commercially accepted bidders. Such intimation may be given at a short notice by Fax, E-mail or even by telephone, only to the Techno-Commercial accepted bidder(s). The bidders can view the price bids online from their location by logging on to the portal <https://eprocuremdl.nic.in> with their Class-III B digital signature certificate.
- 12.3. **Pre Bid Conference: Not Applicable.**

13. बोलियों का मूल्यांकन/EVALUATION OF BIDS:

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



13.9. In case Purchase Preference is not applicable, the Order shall be placed on Lowest bidder (L1) in case the offered/ negotiated price of L1 bidder is acceptable to MDL.

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

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

14.1.1. Bids received after tender closing date and time.

14.1.2. Bids received other than through e-portal.

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

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

Equal time and opportunity for submission of deficient techno-commercial documents and clarification shall be given to the bidders. Bidders are required to submit such documents / clarifications within the duration / date stipulated by MDL failing which their bids subject to clause no: 5.1-ii-Note -iii.

14.3. DISQUALIFICATION:

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

(a) Made misleading or false representations in the forms, statements, affidavits and attachments submitted in proof of the qualification requirements; and/ or;

(b) On account of currency of debarment by MDL.

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

15.1. Baseline Schedule and Impacted Schedule:

(a) The Contractor to submit Baseline Schedule in MS Project, duly approved by EIC/ Consultant, before commencement of Project. In case of additional work, revised schedule to be submitted by the Contractor.

(b) Extension of Time Period shall be considered for delays not attributable to the Contractor only for the activities identified in the baseline schedule/ revised schedule. No Extension to the Contract shall be considered in case of failure of submission of Baseline Schedule and Impacted Schedule.

(c) Construction Drawings for any activity identified in the baseline schedule will be issued 7 days prior to start date of that activity.

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

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

16.2. The successful bidder shall submit detailed bar chart/work schedule including activity, milestones, deployment of resources/manpower for execution of the work within 7 days after placement of the Purchase Order.



17. लामबंी /MOBILIZATION:

17.1 The Contractor shall deploy his manpower, material & machinery within 7 (Seven) days from Placement of P.O.

18. मूल्य निर्रण /PRICING:

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

19. कर और शुल्क /TAXES AND DUTIES:

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

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

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

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

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

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



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

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

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

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

Contract Value	Stamp Duty
a. Where the amount or value said forth in work contract does not exceed ₹ 5 Lakhs.	₹500.00
b. Where the amount or value said forth in work contract exceed 5 Lakhs and upto Rs.10 Lakhs.	₹500.00 +0.3% of the amount above Five lakhs.
c. Where it exceeds ₹10 Lakhs	₹1000.00 +0.1% of the amount above ten lakhs.

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

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

19.12. Wherever all-inclusive prices are quoted by the Bidder(s) without bifurcation of tax elements, no Price Variation can be considered in respect of any variations in statutory levies arising subsequently because of the absence of the required base figures in the purchase order / contract.



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

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

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

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

20. भुगतान की शर्तें /TERMS OF PAYMENT:

20.1. MDL payment terms shall be as under:

- i. The payment for work done after reducing any deductibles and/or the amount leviable towards liquidated damages, if any and after including statutory taxes, duties and levies as applicable will be made through RTGS/NEFT/ECS as per the actual quantities of the work executed by way of running account invoices per item basis (R. A.) Preferably as on monthly basis.
- ii. The invoices must be submitted in four copies **(1-Original + 3 copies)** along with the joint measurements taken at site duly approved by the designated representatives of the Technical Services department.
- iii. The payment against invoices will be made within 15 days of its receipt in MDL provided submission of invoice in totality along with all the necessary documents as under:
 - a. Invoice Certification as per **Enclosure-24,**
 - b. Joint Measurement sheets duly signed & stamped by MDL,
 - c. Soft copy of Joint Measurement sheets
 - d. SAP generated work completion certificate indicating deduction if any duly signed & stamped by MDL
 - e. Copy(s) of invoices of materials,
 - f. Vendor's self-Declaration (Refer Clause 20.1.vii) wherever applicable,
 - g. Certification of Disposal of Scrap/ Debris as per **Enclosure-28**
- iv. Before submission of the final bill, the Contractor should sign and submit the following:
 - a. Actual Local Content Certificate as per **Enclosure-10 (C)**
 - b. A "No Claim Certificate" indicating that he has no claim against the company under the contract except as included in the final bill.
 - c. Taking over certificate issued by Engineer in charge, MDL
- v. On request from Contractor, ad-hoc payments of not less than 75 % of eligible running account bill/due stage payment, shall be made within 10 working days of the submission of complete bill along with all applicable documents. The remaining payment is also to be made after final checking of the bill within 28 working days of submission of complete bill along with all applicable documents by the contractor.
- vi. **Electronic Invoicing System (EIS):** In any preceding financial year from 2017-18 onwards Contractor whose turnover is more than **₹ 5 Crores** on award of Purchase



order, need to issue E invoice to MDL, which has an Invoice Registration Number (IRN) and a Quick Response (QR) code. An invoice without an IRN and QR code will be treated as an invalid invoice and MDL will not be entitled for Input Tax Credit (ITC)/ GST on a vendor Invoice which is not compliant with the above invoice notification.

- vii. **Vendor's self-declaration:** Wherever GST is applicable, payment will be released against **e-Invoice** (refer **TEF Clause No. 20.1.vi**) or Invoice accompanied with **Vendor's self-declaration** stating that " **we do not fall under the category of registered persons notified under Rule 48(4) of the Central GST Rules, 2017 and we are not required to comply with the e-Invoicing provisions under GST Act, as our aggregate turnover in any preceding financial year from 2017-18 onwards has not exceeded ₹ 5 Crore as per GST Act**"
- viii. In case of materials where 'Basic Price' has been indicated in the Bill of Quantities (BOQ), the Contractor must necessarily submit copy(s) of challan and invoice of all such materials used in the works immediately on receipt of the materials in MDL. In case, the basic rate of the material procured is less than that indicated against the respective item the difference in the amount of basic rate of the material procured and the Basic Price indicated in the respective item in the Contract shall be deducted from the invoices.
- ix. For Items in BOQ where Basic Price is indicated: - In case, MDL specifically desires to adopt certain material in lieu of the material mentioned in the item in Bill of Quantities wherein the basic rate is indicated, the difference in the amount of basic rate of the material to be procured and the Basic Price indicated in the respective item in the Contract shall be paid extra over and above the quoted/ negotiated price of the item. In such cases, the Contractor must necessarily submit copy(s) of challan and invoice of all such materials used in the works immediately on receipt of the materials in MDL.
- x. Please note that No Extra payment shall be made on account of difference in basic price, in case the basic price of the procured material is more than that indicated in the respective items in the contract unless stated by MDL in writing.

xi. Alternate MSME vendor payment through TReDS:

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

MDL is registered on the "Invoicemart" TReDS platform and M1xchange of M/s Mynd Solutions Pvt. Ltd. Further, MDL has entered into an agreement with M/s.Receivables Exchange of Indica Limited (RXIL) for registration on TreDs platform. As a special gesture, all the above three discounting platforms i.e M/s.RXIL, Invoice Mart and M1Exchange have offered waiver of registration / on boarding fees to MDL Vendors

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

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



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

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

+91 9920455374 Ms. Ashwathi Jayandran

email id ashwathi.jayandran@m1xchange.com

+91 8839915724 Ms. Prinyaka Shah Email id prinyaka.shah@m1xchange.com

21. वृद्धि/PRICE VARIATION:

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

22. परिनिर्धारित हर्जाना /LIQUIDATED DAMAGES:

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

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

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

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

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

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

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

24. ँ नुबं निष्पादन गारंटी /CONTRACT PERFORMANCE GUARANTEE

24.1. Within 25 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 60 days beyond the stipulated Defect Liability Period of One year from actual completion of entire work.

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



- i. In case of Contract value increases more than 10% during execution of the work, within 25 days after issue of Amendment of Purchase order, the contractor shall submit the additional "PERFORMANCE BANK GUARANTEE" of 10% of additional contract value excluding taxes, duties, freight & services component etc. valid till 60 days beyond the stipulated Defect Liability Period of One year from actual completion of entire work.
- ii. No additional Bank Guarantee for amended value upto 10% of Original Order Value is required

24.3. The Bank Guarantee shall be submitted by the bidders preferably in E-BG mode or through SWIFT drawn in favour of MAZAGON DOCK SHIPBUILDERS LIMITED, MUMBAI. The Bank Guarantee shall be only from the list of Banks issued by a Scheduled Commercial (i.e. Indian or Foreign Banks included in the Second Schedule of Reserve Bank of India Act, 1934 excluding Co-operative banks or Regional Rural Banks). The Issuing Bank Notified vide OM No.F.9/4/2020-PPD issued by Department of Expenditure dated 30.12.2021 should also state the name and designation of the next Higher Authority of the Officials who have issued the Bank Guarantee. Crossed DD / Pay Order issued by Co-operative banks however may be considered to be accepted and the bid would be considered accordingly.

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

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

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

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

24.7. In case of delays in submission of the Performance Bank Guarantee, the amount towards the Bank Guarantees shall be retained from the subsequent Invoice. The same shall be returned to the Contractor, without interest, on submission of the Bank Guarantee and receipt of confirmation from the bank. In such case, MDL reserves the right to charge Interest @ SBAR+2% from the firm for such period of delays.

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

24.9. The BG's should contain the following:

- i. The name, designation and code number of the Bank officer(s) signing the Guarantee.
- ii. The address and other details (including telephone No.) of the controlling officer of the Bank issuing the BG.



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

25. जलरोधी गारंटी /WATERPROOFING GUARANTEE- Not applicable.

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

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.

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 (OTS) 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), Civil Works, General Conditions of Contract (GCC) for Civil Works and respective acceptance formats **are to be filled as appearing online in e-Techno-Commercial (Part-I) bid**. The bidder shall also abide by the statutory requirements, Official Secret Acts 1923, Safety Code and Security Procedure, which can be downloaded from www.mazagondock.in → Tenders → Technical Services.

- i. The Contractor shall pay to his employees not less than the minimum wages and 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.
- ii. The Contractor shall be responsible for timely payment of wages of all his employees engaged in the Purchaser's Yard, not less than the prescribed minimum wages in each case and without any deductions of any kind, except as specified by Government or permissible under the Payment of Wages Act.
- iii. The Contractor must settle all the pending dues of the employees i.e. arrears of wages, proportionate leave wages, proportionate bonus payment, etc.



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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

30.13. Availability of Construction material

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

30.14. **Special Condition of Contract.**

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

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



Sr. No.	Designation Technical Staff	Total No's	Qualifications	Minimum Experience (Years)	Duration	Recovery shall be made from the contractor in the event of not fulfilling
1	2	3	4	5	6	7
1	Project Manager cum planning/ quality/ site/ billing Engineer	1	Graduate Engineer or diploma Engineer	2 or 5 respectively	Throughout project duration	Rs. 15000/- Per Month per person.
2	Safety Supervisor	1	Safety Diploma	2 years	Throughout project duration	Rs. 15000/- Per Month per person.

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

31. निर्माण की निगरानी/MONITORING OF CONTRACT:

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

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

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

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

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

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

31.7. For Works involving Concreting: -



- (a) Where ever cube test is required as per IS Code – satisfactory test result of 07 days cube test is must for accepting the work for certification / payment.
- (b) In case of non-receipt of 28 days Cube Test Reports, 10% of the amount pertaining to concreting items to be kept on hold till its submission.

32. ठेकेदार का दायरा/CONTRACTOR'S SCOPE:

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

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

- 33.1. Extra items of works, if any, shall be determined supported by a rate analysis on the following basis this needs to be submitted by the contractor the rate analysis shall contain bifurcation of material, labour, transportation and Overhead & profit components:
- i. Rates derived from similar items of this Contract.
- OR**
- ii. Rates for similar items of work executed through other agencies for MDL recently.
- OR**
- iii. Rates mutually agreed to.
- 33.2. MDL reserves the right to conduct price negotiations with the Contractor in the following cases:
- i. Finalization of rates for extra items.
 - ii. To seek reduction in the unit rates of the items for the excess quantity, if the total value of variation in quantities exceeds 25% of the original order value

34. बाधा / HINDRANCE:

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



- i. Reasons for the delay vis-à-vis the mutually agreed schedule
- ii. Delay in inputs (Drawings/ Documents/ Site Clearances/ Services/ Inspection Call)
- iii. Delay by Inspection Agency/ Customer
- iv. Delay on account of specialist services
- v. Non-performance by the Contractor
- vi. Delinquency by the vendor
- vii. Force Majeure
- viii. Any other relevant reason

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

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

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

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

35. कचराहटाना /DEBRIS REMOVAL/ स्वच्छता/HOUSEKEEPING:

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

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

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

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

36. सुरक्षा और प्रशिक्षण /SAFETY AND TRAINING:

36.1. All the workers, Engineers of the contractor shall have Safety PPE's (Personnel Protective Equipment's) like Safety Helmets, Safety Shoes, Safety Belts, Hand Gloves, and Goggles etc. Contractors shall also have provision for minimum 5 to 10 visitors PPE's. The



periphery of the building shall be covered with the Green net. The contractor shall also provide Safety net and Safety Belts for height work.

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

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

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

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

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

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

37.1. The Contractor shall have to obtain Police Verification Report (PVR) of their Employees prior to deployment at MDL site for execution of the work. A Detailed procedure for Entry Passes for Contractor's Employees is displayed on MDL's website www.mazagondock.in → Tenders → Technical Services. In addition to this for loss of pass, bidders shall refer **Enclosure-23. BIDDERS ARE REQUESTED TO NOTE THE SAME. NO RELAXATION SHOULD BE ASKED FOR.**

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

38.1. The Bidder / Contractor declares that they being Proprietors / Directors / Partners have not been any time individually or collectively blacklisted or banned or de-listed by any Government or quasi Government agencies or PSUs. If a Tenderer's entities as stated above have been blacklisted or banned or de-listed by any Government or quasi Government agencies or PSUs, this fact must be clearly stated in the prescribed format **online** at **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 19th July 2024 as part of its policy to encourage "Make in India" and promote manufacturing and production of goods and services in India with a view to enhancing income and employment. Subject to the provisions of this order and to any specific instructions issued by Nodal Ministry or in pursuance of this order, Purchase Preference shall be given to local suppliers in all the procurements undertaken by MDL in the manner specified below:

- 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:
- Local content:** means the amount of value added in India which shall be the total value of item (goods, services or works or their combination) under



procurement (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value in percent. Different definition of Local Content may be specified by the Nodal Ministry for items assigned to them, which will prevail over above.

ii. **Explanatory notes for calculation of local content given above**

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

Note:

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



- vii. **L1:** means the lowest tender or lowest bid or lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.
- viii. **Margin of Purchase Preference:** means the maximum extent to which the price quoted by a Class-I Local Supplier may be above the L1 for the purpose of purchase preference. The margin of purchase preference shall be 20%.
- ix. **Special treatment for items covered under PLi Scheme:**
The manufacturers manufacturing an item under PLi Scheme shall be treated as deemed class II Local supplier for that item unless they have minimum local Content equal to or higher than that notified for class I Local Supplier for that item, provided the manufacturer has received incentive from the concerned PLi Ministry for the item. The above shall be applicable for the specific time period only, as notified by concerned PLi Ministry.

Note:

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

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) 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 bidder shall give Self-certification for Local Content in the quoted item (Goods/Works/Services) as **per Enclosure-10(A)**, by Chief Financial Officer or Other legally responsible person nominated in writing by the Chief Executive or Senior Member / Person with Management Responsibility of Corporation / Partnership / Individual. In case the contractor /supplier does not meet the stipulated local content requirement and the category of the supplier changes from Class-I to Class-II/ Non-local or from Class-II to Non-local, a penalty of 10% of the contract value shall be imposed which shall be withheld from the payment due to the bidder. However, contract once awarded shall not be terminated on this account.

- 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 need fulfilment of MDL.

- vi) On opening of the price bids, if it is identified that there is difference in local content declaration made & local content percentage as per price quoted is now not meeting (i.e. lesser than) the specified tender requirement (i.e. only on the quoted price without any loading) then such bidder shall be disqualified and shall not be considered for ranking purpose. The bid would be treated / considered as given false declaration and necessary action for debarment shall be initiated.

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

- i) MDL has right to negotiate with L1 bidders on the quoted prices. However, it shall be ensured that Local Content percentage as declared by the vendors maintained or increased but not reduced.
- ii) After the contract is awarded and the supplies are completed, the supplier shall provide a "Local content certificate" **Enclosure-10(C)**, declaring the actual Local content percentage achieved while executing the contract. In case of failure to provide Local Content Certificate for the executed order within reasonable time, the issue be referred for debarment.
- iii) Supplier shall be intimated that the supporting documentation towards realization of committed Local Content as per the contract / order terms & conditions shall be maintained for a period of seven years from the date of completion of the contract for audit purpose. Nodal Ministry may constitute committees with internal & external experts for independent verification of self-declarations and auditor's / accountant's certificates on random basis and in the case of complaints.

40.6. **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: -
- An entity incorporated, established or registered in such a country; or
 - A subsidiary of an entity incorporated, established or registered in such a country; or
 - An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - An entity whose *beneficial owner* is situated in such a country; or
 - An Indian (or other) agent of such an entity; or
 - A natural person who is a citizen of such a country; or
 - 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:
- 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-
 - "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;
 - "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholder's agreements or voting agreements.
 - 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;
 - 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;
 - Where no natural person is identified under **(41.4.i) or (41.4.ii) or (41.4.iii)** above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 - 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 GREIVANCE CELL

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

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

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

44. अधिकार क्षेत्र /JURISDICTION:

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

45. एमडीएल का अधिकार /MDL's RIGHT:

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

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

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

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

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

Yours faithfully,
For **MAZAGON DOCK SHIPBUILDERS LIMITED,**
GM/HOD (OTS)

**Enclosures:**

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



33.	SAMPLE FORMAT	-	SAMPLE FORMAT FOR FILLING ENCLOSURE-10 (A) OF TENDER
34.	Statutory requirements & Safety clause	-	<u>To be downloaded from our website www.mazagondock.in</u>
35.	Procedure for security passes	-	<u>To be downloaded from our website www.mazagondock.in</u>
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 (OTS),
OTS-TS Section
Mazagon Dock Shipbuilders Limited,
Dockyard Road, Mumbai-400 010.
Sir,

Sub: Providing and Fixing of Fenders (14 Nos) at Nhava Yard.**Ref: MDL Tender Enquiry No. 1900000246**

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

Dated this _____ day of _____ (year)

Signature _____ in the capacity of _____

duly authorised to sign Tenders for and on behalf of _____

(IN BLOCK CAPITALS)

Witness:

Signature _____ Address of Witness _____



Name _____ Occupation _____

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

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

TENDER ENQUIRY No. 1900000246

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

COMPANY'S NAME & ADDRESS :**SIGNATURE:****DATE:****NAME:****DESIGNATION:****TENDERER'S COMPANY****SEAL:**



NOTES :

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

**Enclosure-3**

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

MDL Tender No. 1900000246

Details of General Construction Work

(To be typed on Bidders Letterhead & submitted)

Sr. No	Financial Year	Particulars	Amount in Rs.
1		Annual value of General Construction work	
2		Annual value of General Construction work from Engineering field(Civil work)	

Signature of Chartered Accountant
with Seal

Signature and Seal of the Bidder



Enclosure-4

ACCEPTANCE FORM FOR GENERAL CONDITIONS OF CONTRACT (GCC)

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

TENDER ENQUIRY No. 1900000246

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



COMPANY'S NAME & ADDRESS:

SIGNATURE:

DATE:

NAME:

DESIGNATION:

TENDERER'S COMPANY

SEAL:

NOTES:

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

**Enclosure-5**

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

MDL Tender No. 1900000246

DEVIATIONS FROM CONDITIONS OF TENDER ENQUIRY FORM/GCC

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

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

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

SIGNATURE _____
NAME _____
DESIGNATION _____
COMPANY _____

COMPANY SEAL

DATE

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

The General Manager,
OTS Department,
6th Floor, Service Blcock Bldg. NY,
Mazagon Dock Shipbuilders Limited,
Dock Yard Road,
Mumbai - 400010, INDIA

Sir,

Sub: Providing and Fixing of Fenders (14 Nos) at Nhava Yard.

Ref: MDL Tender No. 1900000246.

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

Clause 7.1.1.1: Three similar completed works each costing not less than ₹ 36 Lakhs.

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

OR

Clause 7.1.1.2: Two similar completed works each costing not less than ₹ 45 Lakhs.

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

OR

Clause 7.1.1.3: One similar completed work costing not less than ₹ 71 Lakhs.

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

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

i.	Project Name:	
ii.	Project Location	
iii.	Client:	
iv.	Address of the Client & contact person with Tel No. & Fax No	
v.	Brief Description of the work	
vi.	Cost of project	
vii.	Contract/Work order No:	



viii.	Completion Certificate details viz, ref. No & date of issue	
ix.	Date of Commencement of Work	
x.	Date of completion work	

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

Signature of Contractor:

Name and Address:

Place:

Date:

Official Seal

**Enclosure-9**

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

MDL Tender No. 1900000246

KEY PERSONNEL AVAILABLE WITH THE CONTRACTOR FOR THIS PROJECT

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

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

**Enclosure-10 (A)**

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

MDL Tender No. 1900000246

DECLARATION CERTIFICATE FOR LOCAL CONTENT

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

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

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

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

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

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

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

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

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

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

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



- (e) I accept that the Procurement Authority / Institution / MDL / Nodal Ministry has the right to request that the local content be verified in terms of the requirements of revised Public Procurement (preference to Make in India) Order 2017 dtd16.09.2020 and I shall furnish the document / information on demand. Failure on my part to furnish the data will be treated as false declaration as per PPP MII Order 2017. In case of contract being awarded, I undertake to retain the relevant documents for 7 years from date of execution.
- (f) I understand that the submission of incorrect data, or data that are not verifiable as described in revised Public Procurement (preference to Make in India) Order 2017, may result in the Procurement Authority / Nodal Ministry / MDL imposing any or all of the remedies as provided for in Clause 9 of the Revised Public Procurement (preference to Make in India) Order 2017 dated 16.09.2020.

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

Seal / Stamp of Authorized Signatory

DATE: _____

**Enclosure-10 (C)**

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

MDL Tender No. 1900000246

ACTUAL LOCAL CONTENT CERTIFICATE

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

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

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

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

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

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

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

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

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

(d) I accept that the Procurement Authority / Institution / MDL / Nodal Ministry has the right to request that the local content be verified in terms of the requirements of revised Public Procurement (preference to Make in India) Order 2017 dtd 16.09.2020 and I shall



furnish the document / information on demand. Failure on my part to furnish the data will be treated as false declaration as per PPP MII Order 2017. I undertake to retain the relevant documents for 7 years from date of execution.

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

SIGNATURE: _____

DATE: _____

Seal / Stamp of Bidder



Enclosure-10 (E)

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

MDL Tender No. 1900000246

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

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

SIGNATURE:_____

DATE:_____

Seal / Stamp of Bidder



Enclosure-10 (F)

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

MDL Tender No. 1900000246

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

*I have read the **Clause No. 40** of the Tender and hereby declare that I/ we have not been debarred by any Government or quasi Government agencies or PSU's under Public Procurement Policy (PPP) Make In India (MII) order 2017, GeM and CPPP.*

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

SIGNATURE: _____

DATE: _____

Seal / Stamp of Bidder

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

**The General Manager,
OTS Department,
OTS –TS section,
6th Floor, Service Block Bldg. NY,
Mazagon Dock Shipbuilders Limited,
Dock Yard Road,
Mumbai - 400010, INDIA**

Sir,

Sub: Providing and Fixing of Fenders (14 Nos) at Nhava Yard.

Ref: MDL Tender No. 1900000246.

With reference to **Clause no: 38** (Banned or De-Listed Tenderer/ Firms / Vendors), referred Tender Enquiry, we declare the Information as below.

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

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

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

Sl	Name of Client	Name of Project / Work	Status

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

Signature of Contractor:

Name and Address:

Place:

Date:

Official Seal

**Enclosure-12**

To,
TO,
OTS-TS SECTION
OTS DEPARTMENT
MAZAGON DOCK SHIPBUILDERS LIMITED.

MDL Tender No. 1900000246

MAZAGON DOCK SHIPBUILDERS LIMITED
DOCKYARD ROAD
MUMBAI - 400010

1. MDL'S BANK ACCOUNT DETAILS:

NAME OF BANK A/C HOLDER	:	MAZAGON DOCK SHIPBUILDERS LTD
BANK AND BRANCH	:	STATE BANK OF INDIA, MAZAGON BRANCH, MUMBAI
BRANCH CODE	:	9054
BANK ACCOUNT NO	:	10005255246
IFSC CODE	:	SBIN0009054
MICR/NECS CODE	:	400002120
INCOME TAX PAN NO	:	AAACM8029J
INCOME TAX TAN NO	:	MUMM02076E

2. DETAILS OF REMITTANCE TO MDL'S BANK ACCOUNT:

(To be filled in by the vendors/firms making remittance of funds in MDL'S Bank Account)

Date of Remittance	Name of Firm	UTR No.	MDL tender/PO. Ref No.	Nature of Remittance viz. Performance Bank Guarantee etc.	Amount Remitted (₹)
			MDL Tender No. 1900000246		

Signature of Bidder

3. SAP Parked document No: _____ Date: _____

(To be filled in by MDL's Commercial Executive)

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

**Enclosure-14**

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

MDL Tender No. 1900000246

RTGS/NEFT/ECS – MANDATE AUTHORISATION FORM

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

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

Date**Vendor's Seal****Authorised Signature of the Vendor**

Certified that the particulars as per Serial No. 1 & 6 to 12 are correct as per our records.

Date**Bank's Stamp****Authorised Signature of the Bank Officer**



Enclosure-16

To,
OTS-TS SECTION
OTS DEPARTMENT
MAZAGON DOCK SHIPBUILDERS LIMITED.
MDL Tender No. 1900000246

PROFORMA FOR PERFORMANCE BANK GUARANTEE

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

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

4. We, Bank further agree with the Company that the Company shall have



the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said order/or to extend time of performance by the

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

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

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

7. Notwithstanding anything contained herein above:

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

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

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

For Bank
(by its constituted attorney)

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

**Enclosure-19**

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

Sub: Providing and Fixing of Fenders (14 Nos) at Nhava Yard.**Ref: MDL Tender No.1900000246**

Item No.	Item Description.	Unit	Quantity	Rate (Rs.)	Amount (Rs.)
1	Supplying and installation of D-type rubber fenders of cross-sectional size 400 X 400 mm with an internal diameter of 200 X 200 mm, each having a length of 2.5m. The work includes providing hot-dipped galvanized flat bars and SS 316 fasteners, including diamond-cutter drilling at site, and fixing the fasteners with epoxy-grade chemicals of Fischer/Hilti/Fosroc or equivalent. The fenders will be installed on the flat surface at 1.6m from the jetty top including scaffolding required for installation of the fenders with all safety precautions for working in marine environment, etc. complete.	Nos	14.00		
	Total Amount (RS)				
	Quoted/ Not Quoted				
	Add GST @				
	HSN Code				

**Enclosure-22****HINDRANCE REGISTER**

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

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



Enclosure-23

**To,
OTS DEPARTMENT**

OTS-TS SECTION

MAZAGON DOCK SHIPBUILDERS LIMITED.

MDL Tender No. 1900000246

Mazagon Dock Shipbuilders Ltd.

Loss of Pass - Contractor/Vendors.

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

Loss:

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

Non-Renewal:

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

2. Procedure for duplicate pass due to loss:

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



Enclosure-24



माझगांव डॉक शिपबिल्डर्स लिमिटेड

बाह्यस्तोत-तकनीकी सेवाएँ विभाग

INVOICE CERTIFICATION

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

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

B: Invoice Details:

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

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

C. Certification Details:

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

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

Engineer in Charge / HOD (Comm)
(Sign & Stamp with date)**Contractor**
(Name, Sign & Stamp with Date)



Enclosure-25

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

MDL Tender No. 1900000246

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

Shall be guilty of an offence under this Act.

SECTION 6 : “UNAUTHORISED USE OF UNIFORMS”

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



SECTION 7 : “INTERFERING WITH OFFICERS OF POLICE”

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

SECTION 8 : “DUTY OF GIVING INFORMATION”

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

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

SECTION 9 : “INCITEMENT”

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

SECTION 10 : “PENALTY FOR HARBOURING SPIES”

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

SECTION 11 : “SEARCH WARRANTS”

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

Enclosure-26



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

MDL Tender No. 1900000246

CHECKLIST OF SUBMITTALS ATTACHED ALONGWITH ONLINE TECHNICAL BID
TENDER ENQUIRY No. 1900000246

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

Sl No	Submittals (Scanned Copy)	Whether Submitted/ Not Submitted/ Not Applicable	Bidder to indicate the Reasons below for Non Submissions if any, or if they have indicated "NO" under relevant columns
1	Enclosure-1 viz. Form of undertaking	Yes/ No	
2	Enclosure-2 viz. TEF Acceptance Form	Yes/ No	
3	Enclosure-3 viz. General Construction Work	Yes/ No	
4	Enclosure-4 viz. GCC Acceptance Form	Yes/ No	
5	Enclosure-5 viz. Deviation Form	Yes/ No	
6	CA certified Average Audited Annual financial turnover of Past 03 years		
7	Audit certified Balance Sheets of Past 03 years		
8	Audit certified Profit/Loss Accounts of Past 03 years		
9	a. Enclosure-6 & 7 viz. Bidding Capacity		
	b. Whether Enclosure-6 Certified by CA	Yes/ No	
	c. Whether Enclosure 7 Certified by CA	Yes/ No	
	d. Whether PO Copies in respect of Projects mentioned in Enclosure 7 submitted		
10	Enclosure-8 viz. Exp. in Similar Projects		
	a. Work Orders along with Scope of work and BOQ		
	b. Completion Certificates issued / authenticated by Client		
	c. TDS Copy in case of Work Completion Certificate issued by Private firm		
11	Enclosure-9 viz. Key Personnel for this Project		



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
12	i) Enclosure-10(A) viz. Declaration certificate for Local Content		
	a. Whether Tender Item Sl No indicated at Col I of Para (d) of Enclosure	Yes/ No	
	b. Whether Local Content Percentage indicated at Col II of Para (d) of Enclosure	Yes/ No	
	c. Whether Location of Value addition indicated at Col III of Para (d) of Enclosure	Yes/ No	
	d. Whether Enclosure-10(A) viz. Declaration Certificate for Local Content has been signed by Authorized Signatory as indicated at Tender Clause No. 40.4(i)	Yes/ No	
	ii) Enclosure-10(E) viz Declaration in respect of restriction under Rule 144 (xi) of the General Financial Rules (GFRs), 2017	Yes/ No	
	iii) Enclosure-10(F) viz Declaration in respect of of debarred under Public Procurement Policy (PPP) Make In India (MII) order 2017	Yes/ No	
13	Enclosure-11 viz Declaration for Banned or delisted Tenderer	Yes/ No	
14	Enclosure-15 viz EMD Format	Yes/ No	
15	Enclosure-13 - Integrity Pact	NA	
16	a. Enclosure-14 viz RTGS Form	Yes/ No	
	b. Whether RTGS form is duly authenticated by any Bank	Yes/ No	
17	a. Solvency Certificate	NA	
	b. Whether Solvency Certificate is issued within 1 Year from Tender date		
	c. Whether Solvency is issued by a Scheduled Commercial (i.e. Indian or Foreign Banks included in the Second Schedule of Reserve Bank of India Act, 1934 excluding Co-operative banks or Regional Rural Banks).		
18	GST Registration Certificate	Yes/ No	
19	PAN CARD	Yes/ No	
20	a. Shop & Establishment Registration Certificate or Certificate of Incorporation from Registrar of Companies or	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
	registration certificate from local body/Factory license.		
	b. Whether Shop and Establishment Certificate is valid as on date of submission	Yes/ No	
21	Company Profile	Yes/ No	
22	List of Equipment's	Yes/ No	
23	Power of Attorney	Yes/ No	
24	Corrigendum, if any	Yes/ No	
25	Enclosure-29 -Declaration in respect of Conflict of Interest among Bidders/ Agents	Yes/ No	

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

SIGNATURE _____

NAME _____

DESIGNATION _____

COMPANY SEAL

COMPANY _____

DATE _____



Enclosure-28



माझगांव डॉक शिपबिल्डर्स लिमिटेड
तकनीकी सेवाएँ विभाग

Certification for Disposal of Scrap/Debris

Sub: "Providing and Fixing of Fenders (14 Nos) at Nhava Yard."

Ref: MDL Tender No. 1900000246

RA NO.:

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

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

Engineer in Charge

(Name, Sign & Stamp with date)

Contractor

(Name, Sign & Stamp with Date)

**Enclosure-29****MDL Tender No. 1900000246****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**