



माझगांव डॉक शिपबिल्डर्स लिमिटेड

(भारत सरकार का उपक्रम)

राष्ट्र के पोत निर्माता

डॉकयार्ड रोड, माझगांव

मुंबई - ४०००१०

भारत

MAZAGON DOCK SHIPBUILDERS LIMITED

(A Government of India Undertaking)

Shipbuilders to the Nation

Dockyard Road, Mazagon,

Mumbai 400 010.

INDIA

ई-निविदा फॉर्म दो हिस्सों में

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

मंडल: समवाय

DIVISION: CORPORATE

विभाग: तकनीकी सेवाएँ

DEPARTMENT: TECHNICAL SERVICES

निविदा क्रमांक: १९००००००२६१

TENDER NO: 1900000261

निविदा जारी दिनांक : १० जुलाई २०२६

TENDER DATE: 10 July 2026

निविदा देय दिनांक एवं समय: ४ अगस्त २०२६ दोपहर १५:०० बजे

CLOSING DATE & TIME: 04 AUGUST 2026 at 1500 Hrs

भाग १ - तकनीकी एवं वाणिज्यिक हिस्सा खोलने (ऑनलाइन) की तिथि एवं समय: ५ अगस्त २०२६, दोपहर १५:३० बजे से

Online Opening of Part-I (Techno-commercial Bid): 05 AUGUST 2026, 1530 Hrs. IST onwards



माझगांव डॉक शिपबिल्डर लिमिटेड प्रासिद्ध निविदाकर्ताओं / विक्रेताओं से निम्नलिखित कार्य के लिए प्रतियोगी ऑनलाइन निविदाएँ दो हिस्सों में (भाग १ - तकनीकी एवं वाणिज्यिक हिस्सा और भाग २ - मूल्य हिस्सा) अपने ई-प्रॉक्यूरमेंट पोर्टल <https://eprocuremdl.nic.in> पे आमंत्रित करते हैं। ३२४

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**

अनिक चेंबूर यार्ड मे टी ३ और ७ सी शेड के बीच प्री-फ़ैब्रिकेटेड स्टील शेड का डिज़ाइन, आपूर्ति और निर्माण करना।

Design, Supply & Erection of Pre-Fabricated steel shed in between T3 & 7C shed at Anik Chembur Yard, MDL, Mumbai

निविदा क्र.: १९०००००२६१

TENDER NO: 1900000261



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1. प्रस्तावना /PREAMBLE

- 1.1. Mazagon Dock Shipbuilders Ltd. (MDL), a listed Company, hereinafter referred as Employer (Client), is a Public Sector Undertaking by the Government of India under the administrative control of Department of Defense production, Ministry of Defense.
- 1.2. MDL's main business/ activities are Shipbuilding, Submarine Construction and Heavy Engineering Works.
- 1.3. MDL intends to undertake Design, Supply and Erection of Pre-Fabricated steel shed in between T3 & 7C shed at Anik Chembur Yard, MDL, Mumbai.

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

- 2.1. The Detail Scope of Work & Technical Specification is appended at Annexure -21 and drawing at Annexure-20 (**both are separately attached**).
- 2.2. The Safety Instruction & Statutory compliances are attached at Annexure A & B respectively.

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

- 3.1. This is an e-tender and bids have to be submitted online ONLY. It is the sole responsibility of the bidders to submit their bids online in time. Bidders are, therefore, advised to commence the bidding process on the e-procurement portal WELL IN ADVANCE (preferably 3-4 days prior to tender closing date) and not wait for last minute submission of their bids. MDL reserves the right for grant of extension or otherwise without assigning any reason. Bidder's failure to complete submission of their online bids in time on account of reasons such as SLOW SPEED OF SERVER, TECHNICAL PROBLEMS etc. shall not be entertained and EXTENSION OF SUBMISSION TIME shall not be granted on this account.
- 3.2. In case any bidder intending to respond against the tender and is not having the DSC to facilitate uploading of his bid, should approach the Service Provider at least 10 working days in advance of the tender closing date requesting for DSC. The request so made to the Service Provider should simultaneously be forwarded to MDL Dealing Officer. In case the DSC is not received within 3 to 4 working days of the request by the bidder, the Head of the concerned Commercial section be informed immediately. If the DSC is not received from the Service Provider three working days prior to the tender closing date, suitable extension to the tender closing date shall be considered if requested by the concerned bidder on submission of requisite supporting documents (scanned copy of application submitted to the service provider).
- 3.3. In case of any discrepancies'
 - 3.3.1. Between Hindi and English Versions of the Tender Clauses, English Version will prevail.



- 3.3.2. In the drawings or between the drawings, technical specifications, and/ or schedule of items/quantities, the contractor shall seek clarification from MDL and shall carry out the work in accordance with the clarification furnished by MDL.
- 3.3.3. MDL at its discretion, may follow the following order of preference- Description of Schedule of Bill of Quantities, Technical Specifications, Drawings, General Condition of Contract.
- 3.4. Tender due date extension may have considered if extension of time asked by bidder in 3 days' in advance.
- 3.5. The online bid can be submitted by the authorized representative of the bidder as detailed below,
- 3.5.1. By the Proprietor, in case of a proprietary firm; or
- 3.5.2. By a Partner, in case of a partnership firm and/or a limited liability partnership;
- 3.5.3. By a duly authorized person holding the Power of Attorney, in case of a Limited or Private Limited Company or a corporation.
- 3.6. In case of any techno-commercial query prior to submission of bids, the bidder(s) are requested to contact the following from MDL. Letter(s)/emails shall be addressed to GM/HOD (TS), MDL. Contact details are as under:

MDL	
Shri. Kailash Shende DGM/HOS (TS-Comm.) Email: kshende@mazdock.com Tel No: +91 22 23764230 Mob No: 8879788189	Shri. Girdharilal G Rathod, DGM (TS-Comm.) Mail: gathod@mazdock.com Tel No: +91 22 23764224 Mob No: 7506704671

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

3.8. Corrigendum:

- 3.8.1. Before the deadline for submitting bids, MDL may update, amend, modify, or supplement the information, assessment or assumptions contained in the Tender Document by issuing a corrigendum.
- 3.8.2. The corrigendum shall be published in the same manner as the original Tender Document. Without any liability or obligation, the Portal may send intimation of such corrigendum to bidders who have downloaded the document under their login. However, the bidders' responsibility is to check the website(s) for any corrigendum. Any corrigendum thus issued shall be considered a part of the Tender Document. To give reasonable time to the prospective bidders to take such corrigendum into account in preparing their bids, MDL may suitably extend the deadline for the bid submission, as necessary. After MDL makes such modifications, any Bidder who has submitted his bid in response to the original invitation shall have the opportunity to either withdraw his bid or re-submit his bid superseding the original bid within the extended time of submission.



- 3.9. Mazagon Dock Shipbuilders Limited will not be responsible for any costs or expenses incurred by the Bidder in connection with the preparation and submission of his bid or for any other expenses incurred in connection with such bidding regardless of the conduct or outcome of the tendering process including cancellation of this tender process.
- 3.10. The bidder shall not take any benefit of grammatical or printing mistakes, which may have occurred.
- 3.11. DEVIATIONS: - Deviations, if any, from Terms, Conditions & Technical requirements specified in the Tender Enquiry, General Conditions of Contract (GCC) should be clarified from MDL well before the closing date of the tender. Deviations put up along with the tender is generally discouraged and not accepted.
- 3.12. Information relating to the examination, clarification, evaluation and comparison of bids, and recommendations for the award of a contract, shall not be disclosed to bidders or any other person not officially concerned with such a process until the award to the successful bidder has been announced.
- 3.13. From the time of bid opening to the time of contract award, no bidder shall contact MDL on any matter related to the bid, except on request and prior written permission.
- 3.14. Any effort by the bidder to influence MDL in bid evaluation, bid comparison or contract award decisions will vitiate the process and will result in the rejection of the bidder's bid.
- 4. ई-टेंडरिंग के लिये मार्गदर्शन /GUIDANCE FOR E-TENDERING:**
- 4.1. No offer in sealed envelope will be accepted against e-Procurement.
- 4.2. Bidders can participate in online bidding
- 4.2.1. By registering with above referred portal for User ID and password.
- 4.2.2. By obtaining class III B DSC (Digital Signature Certificate) for secured bidding.
- 4.3. For any further details on e-tendering & Digital Signature Certificate (DSC), following are the contact details – email: eproc-support@gov.in , global support number - +91-120-4200462/+91-120-4001002, Mobile No -+918826246593.
- 4.4. For uploading the tender details, DSCs issued by the following are acceptable: i) n-Code ii) MTNL iii) TCS iv) SIFY
- 4.5. For mapping of DSC, representative of National Informatics Centre may be contacted.
- 4.6. Bidders who had earlier participated in MDL tenders on e-Procurement portal <https://mdl.eproc.in> need to register again on the current e-Procurement portal <https://eprocuremdl.nic.in>.
- 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.
 - g. Proposed methodology and Programme for execution duly supported by equipment planning and QA procedures proposed to be adopted by the bidder to be submitted.
 - h. The contractor/ bidder shall have valid PWD Electrical contractors license. In case bidder don't have valid PWD Electrical contractor license then the bidder shall submit the License for execution of electrical works of a licensed electrical contractor with whom bidder has tie up, should have an MoU for the subject work & this licensed Electrical Contractor should have experience of execution of Electrical works from last two years in such case contractor to submit documentary evidence of execution of electrical works by the tied up contractor.
- ii. In respect of Commercial requirements of the tender:
- a. Bidder's Undertaking at **Enclosure-1**.
 - b. Acceptance on clauses of Tender Enquiry (TEF) in the Prescribed Format **appearing online** stating 'Accepted' OR 'Not Accepted' as applicable for each of the clause in the format attached at **Enclosure-2**.
 - c. Acceptance on clauses of General Conditions of Contract (GCC) in the Prescribed Format appearing online stating 'Accepted' OR 'Not Accepted' as applicable for each of the clause in the format attached at **Enclosure-4**.
 - d. Deviations, if any, from Terms, Conditions & Technical requirements specified in the Tender Enquiry, GCC with reasons thereof shall be clearly indicated against the relevant clause(s) in the format attached at **Enclosure-5**.
 - e. CA Audited & certified Average Annual financial turnover during the last 3 years ending **31st March, 2025 TEF Clause No.7.1.3**. Bidders shall upload scanned copies of Audit certified Balance Sheets & Profit/Loss Accounts for the last 3 years. Draft Audited Reports are not acceptable.
 - f. Bidders shall furnish Available bid Capacity as required in **TEF Clause No. 7.2.5** and **Enclosure-6 & 7** duly certified by Chartered Accountant and scanned copy of the same shall be uploaded in online Part-I bid
 - g. Bidder shall submit Declaration certificate for Local Content as per **TEF Clause No. 41 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.39** and in the format attached at **Enclosure-11**.



- k. Online transfer or NEFT Receipt.
- l. The scanned image of BG towards Earnest Money Deposit (EMD) / BID BOND as stipulated in TEF Clause 9 shall be uploaded. The original of the above BG towards Earnest Money Deposit (EMD) / BID BOND shall be sent by Registered Post/Speed Post/Courier in a sealed envelope super scribing Tender Enquiry No. and Due date, so as to reach within 07 Days from the closing date of the tender during office working hours i.e. up to 1730 hrs., **addressed to,**

बिभाग प्रमुख (तकनीकी सेवाएँ),
तकनीकी सेवाएँ,
पहली मंज़िल, उत्तर ब्लॉक-५, अल्कोक यार्ड,
माझगांव डॉकशिपबिल्डर्स लिमिटेड,
डॉकयार्ड रोड, मुंबई - ४०००१० (भारत)
Head of Department (Technical Services),
Technical Services Department,
1st Floor, North Block-5, ALY.
Mazagon Dock Shipbuilders Limited,
Dock Yard Road, Mumbai - 400010. (INDIA).

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

- m. Integrity Pact shall be **duly signed and stamped on all pages** and the scanned image of the **Integrity Pact (IP) as stipulated in TEF clause no. 10 and Enclosure-13 shall be uploaded** along with the Technical Bid. **The original of the Integrity Pact shall be sent by Registered Post/Speed Post/Courier in a sealed envelope** super scribing Tender Enquiry No. and Due date, so as to reach within **07 Days** from the closing date of the tender during office working hours i.e. up to 1730 hrs, to the above address.
- n. Scanned copy of Bank details for payment by NEFT/RTGS/ECS with authenticated by the Banker in the format attached at **Enclosure-14.**
- o. Bidders shall upload scanned copy of Solvency certificate for at least **Rs 95 Lakhs**, The Solvency Certificate should not be older than One Year as on the Tender date. It should be issued by a Scheduled Commercial (i.e. Indian or Foreign Banks included in the Second Schedule of Reserve Bank of India Act, 1934 excluding Co-operative banks or Regional Rural Banks). The Bank Guarantee shall be from banks as per list approved by SBI Bank published on MDL website
- p. Scanned copy of **GST Registration Certificate & Permanent Account Number (PAN).**
- q. Bidder should have valid ESIC code as per ESIC act and PF code- Bidder should have valid registration with Employees Provident Fund Organization under 'EPF and Miscellaneous Provisions Act, 1952'
- r. Scanned copy of Valid Bidder's Shop & Establishment Registration Certificate or Certification of Incorporation from Registrar of Companies or registration certificate from Registrar of firms.
- s. In case of Bidder registered with Mazagon Dock Shipbuilders Limited **may upload scanned copy** of Valid Registration Certificate issued by MDL, for the items/services for which the offer is being submitted.
- t. Power of Attorney, in case of a Limited or Private Limited Company or a corporation.
- u. CHECKLIST OF SUBMITTALS attached along with online Technical Bid as per format at **Enclosure-26.**
- v. Declaration in respect of Conflict of Interest among Bidders/Agents- **Enclosure-29** to be filled and submitted duly signed and stamped.
- w. Signed copy of Corrigendum if issued by MDL.



- x. Submission of **Working Capital CA Certificate TEF Clause No.7.2.7. b.**
- y. Blank Price bid **indicating 'quoted / not quoted' against item and GST %, HSN code.**

Notes:

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

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

- a. Price Bid as appearing in the format is to be filled ONLINE ONLY by the Bidder.
- b. The quantities of individual items in the BOQ are approximate and may vary.
- c. Bidders are required to quote rates and GST for the items listed in BOQ in online Price Bid (Part-II).
- d. The Lowest Bidder (L1) shall be evaluated based on the overall cost quoted by the bidder including quoted Goods & Service Tax.
- e. However, Purchase Preference in line with **TEF Clause No. 41.2** shall be given to Class I Local Supplier.
- f. 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 समाप्ती तक पीएल सात वर्षों के दौरान समरूप कार्य के सफलतापूर्वक पूरा करने का अनुभव किसी भी निम्नलिखित के अंतर्गत होनी चाहिए:



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

- 7.1.1.1.** तीन समरूप संपन्न कार्य जिसकी प्रत्येक की लागत ₹ १६६ लाख से कम न हो।
Three similar* completed works each costing not less than **₹ 166 Lakhs.**
OR
- 7.1.1.2.** दो समरूप संपन्न कार्य जिसकी प्रत्येक की लागत ₹ २०७ लाख से कम न हो।
Two similar* completed works each costing not less than **₹ 207 Lakhs.**
OR
- 7.1.1.3.** एक समरूप संपन्न कार्य जिसकी प्रत्येक की लागत ₹ ३३१ लाख से कम न हो।
One similar* completed work costing not less than **₹ 331 Lakhs.**

***Similar Work:** Similar work shall mean “Design, Supply and Erection of Pre-Fabricated Structural steel shed along with associated Civil works, Mechanical works & Electrical works.”

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. 10.42 Crore** in any of the year over a period of 7 years, ending 31st March 2025. Further, out of the above annual turnover in the relevant year, the bidder should have achieved at least **Rs.5.21 Crore** from construction work comprising civil



& electrical work. Bidder has to submit a certificate from their Chartered Accountant for the above.

7.1.4. Personnel Capability: NA

7.2. Commercial PQC

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

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

7.2.3. Submission of Integrity Pact.

7.2.4. Submission of Solvency

7.2.5. Submission of Available Bid Capacity equal to or more than **Rs.350 Lakh.**

The Available Bid Capacity of the Bidder should be equal to or more than **Rs.350 Lakh** The Available Bid Capacity shall be calculated as under:

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

- i. A = Maximum value of engineering (Civil/ Electrical/ Mechanical as relevant to work being procured) works executed in any one year during the last five years (updated at the current price level by applying a weightage of 7% per annum), taking into account the completed as well as works in progress. Value of engineering works executed during last five years shall be certified by Chartered Accountant and shall be considered for evaluation.
- ii. N = Number of years prescribed for completion of work for which bids have been invited = **0.67 years (08 Months).**
- iii. B = Value (updated at the current price level) of the existing commitments and ongoing works to be completed in the next 'N' years. This statement should be submitted duly verified by Chartered Accountant.

Note: -

- a. The yield rate of GoI bonds as on the closing date of the tender shall be considered as discounting factor for updation of the value of "B".

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

7.2.7. Financial Capabilities

- a. Bidder's average Audited Annual financial turnover during last 3 years ending 31st March 2025 should be at least **Rs.105 Lakhs.** as per the annual report or audited balance sheet and profit and loss account of the relevant period, duly authenticated by a Chartered Accountant/ Cost Accountant.
- b. The bidder should have access to, or possess available liquid assets and other financial means (independent of any contractual advance payments) sufficient to meet the construction cash flow requirements for the subject contract, of the certain minimum amount specified. The bidder should have adequate sources of finance to meet the cash flow requirements of works currently in progress and for future contract commitments. In support of the above, the bidder should have positive Working capital as on 31st March 2025.



7.3. Clarification of Bids/Shortfall documents:

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

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

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

7.6. 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 Anik Chembur, Yard, MDL, Mumbai.
- 8.2. **It is considered necessary that the Bidder(s) shall visit the site and get clear idea about the work involved, before quoting. The Bidder(s) are therefore advised to visit the site and study all the particulars of the site and the nature of the work.**
- 8.3. Bidder(s), if required, may contact on telephone no. 022 2376 4224/ 4225 or email: grathod@mazdock.com for any doubts /clarifications / site visits.

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

- 9.1. Bidders shall furnish EMD of **₹ 7 Lakhs (Rupees Seven Lakhs Only)**, against this tender.
- 9.2. EMD can be paid online through the link mazagondock.in/onlinepayment.aspx Or following the steps listed below:
- Go to www.mazgondock.in
 - Click on Online Payment Tab available on the home page
 - Click on the Tender Tab.
 - Make the payment online using Debit Cards, Credit cards, Net Banking, BHIM/UPI etc. after filling the required details.
- 9.3. The EMD can also be remitted directly to MDL Bank Account as per details given below:

Beneficiary's Name	Mazagon Dock Shipbuilders Limited
Name of Bank	State Bank of India
Branch	Mazagon Br.
Branch Code	9054
Bank Address	Mazagon Branch, Mazagaon, Mumbai - 400 010
Telephone No. of Bank	23752802



Account No	10005255246
Account Type	Current Account
IFSC Code	SBIN0009054
MICR / NECS Code	400002120
Income Tax PAN No.	AAACM8029J
Income Tax TAN No.	MUMM02076E

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

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

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

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

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

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

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

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



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

9.6. The E-Bank Guarantee should be valid for the offer validity period indicated in the Tender plus minimum one month as claim period and should be drawn from any of the banks from the list of Banks issued by a Scheduled Commercial (i.e. Indian or Foreign Banks included in the Second Schedule of Reserve Bank of India Act, 1934 excluding Co-operative banks or Regional Rural Banks). The Bank Guarantee shall be kept valid till validity period of the offer plus 30 days. The details of the mode of EMD submitted should reach HOD (C)/ Dealing Executive within seven days of the tender closing date.

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

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

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

9.9. EMD can also be submitted by way of NEFT/Demand Draft/ Pay order drawn in favour of Mazagon Dock Shipbuilders Limited, Mumbai from the list of Banks issued by a Scheduled Commercial (i.e. Indian or Foreign Banks included in the Second Schedule of Reserve Bank of India Act, 1934 excluding Cooperative banks or Regional Rural Banks). Crossed DD/ Pay Order issued by Cooperative banks however may be considered to be accepted and the bid would be considered accordingly.

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

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

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

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

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



- iii. EMD of successful bidders may be converted into performance security or refunded on receipt of performance security B.G.
- iv. If the validity of the offer of the firm has expired and if bidder is not willing to extend the validity of offer, the EMD of such bidders to be refunded.

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

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

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

- 9.15.1. State & Central Government of India Departments & Public Sector Undertakings.
- 9.15.2. Firms registered with MDL. To qualify for EMD exemption, firms should necessarily submit valid copy of the Registration Certificate issued by MDL under materials group 0059100, 990003 & 9990008 for the items for which the offer is being submitted, in Part-I offer/bid. Firms in the process of obtaining MDL registration will not be considered for EMD exemption.
- 9.15.3. Common/Deemed DPSU registered vendors qualify for EMD exemption. Such firms shall submit valid copy of the registration certificate issued by DPSUs (other than MDL) for the items/services for which the offer is being submitted in Part-I offer/bid. Firms in process of obtaining registration in other DPSUs will not be considered for EMD exemption.
- 9.15.4. Start-ups as recognized by Department of Industrial Policy and Promotion (DIPP).
- 9.15.5. Green Channel Status vendors qualify for EMD exemption. Such firms shall submit valid copy of the Green channel certificate issued by MoD for the items for which the offer is being submitted in Part-I offer/bid. Firms in process of obtaining this certificate will not be considered for EMD exemption.
- 9.15.6. The recognised institutes such as VJTI/IIT.

Noe: All the bidders including MSE's shall furnish EMD of 700,000/- (Rupees Seven Lakhs Only), against this tender. The procurement being of works, EMD exemption is not applicable for MSE bidder.

10. अखंडता समझौता / INTEGRITY PACT:

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



- 10.3 The Integrity Pact would be effective from the stage of invitation of bids till the complete execution of the contract. This pact begins when both parties have signed it. It expires for the Contractor **12 months** after the last payment under the contract and for all other bidders, **06 months** after the contract has been awarded.
- 10.4 Integrity Pact shall be **duly signed and stamped on all pages**. Bidders shall upload the signed Integrity Pact, as per format enclosed at **Enclosure-13** in the online Techno-Commercial Bid (Part-I). The hard copy of the **'INTEGRITY PACT'** shall be submitted in the office of "Head of Department (Technical Services Dept.), 1st Floor, North Block-5, ALY. Mazagon Dock Shipbuilders Limited, Dock Yard Road, Mumbai – 400010" within 07 Days after closing of the tender.
- 10.5 The Integrity Pact would be signed by the Competent Authority in MDL & a copy returned to the bidder.
- 10.6 MDL has appointed **Independent External Monitors (IEMs)**, who will monitor the tender process and the execution of the contract, for compliance with all relevant laws, rules, regulations, economic use of resources and for fairness / transparency in its relations with its Bidder(s) and /or Contractor(s). The names and complete address with contact details of the IEMs are displayed on MDL's website www.mazagondock.in
- i. Mr. M N Krishnamurthy IPS(Retd)
E-mail ID - krishnamurthymn19@gmail.com
 - ii. Mr. Deepak Kashyap, IRTS (Retd)
E-mail ID - deepakkashyapnd02@gmail.com

11. वधता अवधि /VALIDITY PERIOD:

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

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

11.3 In exceptional circumstances, prior to expiry of the original validity of offer(s), the bidders will be requested to extend the period of offer validity for a specified additional period. The request and the bidder's responses shall be made in writing. If the bidder does not accept the request of MDL for extension of validity, the bid security will not be forfeited. A bidder agreeing to the request will not be required or permitted to modify his bid, but will be required to extend the validity of his bid security. In case techno-commercially accepted bidder/s does not agree to extend the offer validity, the offers of all techno-commercially accepted bidder/s including the bidder who has not agreed to extend their offer validity, shall be opened and proceed further with valid bids. If the bidder who has not agreed to extend their offer validity found to be L1 then his price shall be used as reference price for negotiation purpose as applicable.

12. निविदाएँ खोलने की प्रक्रिया /OPENING OF BIDS:

- 12.1. **Part-I (Techno-commercial Bid):** **Part-I bid will be opened online on the due tender opening date from 15:30 Hrs onwards in Technical Services-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-Commercially qualified 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) In case of non-divisible, 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 if required.
- 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 अस्वीकृति करनेकी मापदंड /BID REJECTION CRITERIA:

- 14.1. The Following conditions/ deviations are non- negotiable and therefore any bid falling under these conditions/ deviations shall be **summarily rejected**. Bidders to note that they shall not be provided any opportunity to rectify these conditions/ deviations post bid opening:
 - 14.1.1. Bids received after tender closing date and time.
 - 14.1.2. Bids received other than through e-portal.
 - 14.1.3. Bidders who are debarred under Public Procurement Policy (PPP) Make In India (MII) order 2017, GeM, CPPP including Tender holiday issued by MDL.
 - 14.1.4. Bids received without EMD (other than those who are exempted from payment of EMD or those submitting valid EMD Exemption document).



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

Equal time and opportunity for submission of deficient techno-commercial documents and clarification shall be given to the bidders. Bidders are required to submit such documents / clarifications within the duration / date stipulated by MDL failing which their bids are liable for rejection.

14.3. DISQUALIFICATION:

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

- (a) Made misleading or false representations in the forms, statements, affidavits and attachments submitted in proof of the qualification requirements; and/ or;
- (b) On account of currency of debarment by MDL.

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

15.1. Baseline Schedule and Impacted Schedule:

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

16. समापन अवधि /DELIVERY PERIOD/COMPLETION SCHEDULE:

16.1. The Completion period for entire work shall be **08 (Eight Months)**, (Excluding Mobilization period of 21 days from the date of placement of Purchase Order)

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

17. लामबंदी /MOBILIZATION:

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

18. मूल्य निर्धारण /PRICING:

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

19. कर और शुल्क /TAXES AND DUTIES:

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



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

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

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

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

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

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

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

19.9. The rate sheet enclosed with the tender will indicate the rates to be entered under each head wherever applicable. Bidders must clearly mention the applicable Taxes & Duties unless



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

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

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

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

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

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

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

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

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

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

20. भुगतान की शर्तें /**TERMS OF PAYMENT:**

20.1. MDL payment terms shall be as under:

- The payment for work done after reducing any deductibles and/or the amount leviable towards liquidated damages, if any and after including statutory taxes, duties and levies as applicable will be made through RTGS/NEFT/ECS as per the actual quantities of the work executed by way of running account invoices per item basis (R. A.) Preferably as on monthly basis.



- 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 20.1.6) 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. Items where Basic Rates of Items are specified in The Contract:
 - a. The Contractor must necessarily submit copy(s) of challan and invoice of all such materials used in the works immediately on receipt of the materials in MDL. In case, the basic rate of the material procured is less than that indicated against the respective item, the difference in the amount of basic rate of the material procured and the Basic Price indicated in the respective item in the Contract shall be deducted from the invoices.
 - b. In case, MDL specifically desires to adopt certain material in lieu of the material mentioned in the item in Bill of Quantities wherein the basic rate is indicated, the difference in the amount of basic rate of the material to be procured and the Basic Price indicated in the respective item in the Contract shall be paid extra over and above the quoted/ negotiated price of the item provided that MDL conveys it in writing before execution of said item. In such cases, the Contractor must necessarily submit copy(s) of challan and invoice of all such materials used in the works immediately on receipt of the materials in MDL.
- vii. 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.
- viii. **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.



ix. **Vendor's self-declaration:** Wherever GST is applicable, payment will be released against **e-Invoice** (refer **TEF Clause No. 22.1.vii**) or Invoice accompanied with **Vendor's self-declaration** stating that " **we do not fall under the category of registered persons notified under Rule 48(4) of the Central GST Rules, 2017 and we are not required to comply with the e-Invoicing provisions under GST Act, as our aggregate turnover in any preceding financial year from 2017-18 onwards has not exceeded ₹ 5 Crore as per GST Act**"

x. **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

20.2. **Payment Schedule:** - The payment shall be as per accepted price for each stage on submission of work done certificate by Structural Designer/Consultant.

Sr. No.	Activity for Consideration of Payment	% age Payment
01	On Submission of Detailed design, proof checking & approval from third party, design calculations, issue of GFC drawings, method statement for execution	10% of Accepted value
02	Completion of RCC work upto Plinth level including foundation work	10% of Accepted value
03	Fabrication and Supply of Structural Steel material	15% of Accepted value
04	Execution at MDSL sit- Fabrication of all the Structures incl. trusses and Erection at site	15% of Accepted value
05	Fixing of Roofing / Cladding Sheets, Doors	15% of Accepted value
06	Completion of firefighting, Electrical works	15% of Accepted value
07	Completion of all the balance Civil works incl. touch-up painting, issue of Stability Certificate and as built drawings	20% of Accepted value



21. वृद्धि/PRICE VARIATION: The rate shall remain firm and fixed during the tenure of the contract and no price variation, whatsoever, shall be payable.

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

Purchase Preference: After the ERA Process, the award of Contract(s) Shall be made by Keeping in view the Public Procurement Policy for Micro and small Enterprises (MSEs) order,2012 and public procurement (Preference to Make in India) Order2017 as amended from time to time as well as the concurrent application guidelines. The RFQ need to clearly stipulate the applicable policies and quantity reserving to them short listed (MSE or Class-I local suppliers) eligible for any purchase preference policy as per tender document, shall get an opportunity to match the L1-prices concluded after reverse auction if their final prices in the Reverse Auction fall within the permitted percentage
: Not applicable for MSEs being works contract

23. परिनिर्धारित हर्जाना /LIQUIDATED DAMAGES:

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

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

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

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

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

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

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

25. अनुबंध निष्पादन गारंटी /CONTRACT PERFORMANCE GUARANTEE

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



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

- 24.2.1. ~~Further, whenever a bidder submits SFMF BG, the bidder will mandatorily be required to submit letter from issuing bank that it is unable to issue NeSL (National e-Governance Service Ltd) based e-BG as on date. Such letter should accompany the SFMS BG – NOT APPLICABLE~~
- 24.2.2. Bidder shall get SFMS BG issued from SFMS enabled Bank as allowed by MDL in tender conditions. Bank shall issue the Bank Guarantee through SFMS system and send SFMS message to MDL's Bank confirming the authenticity of Bank Guarantee. Bidder will be required to submit SFMS BG towards performance Bond along with SFMS delivery report/message copy which has been transmitted to MDL's bank by BG issuing bank through SFMS system.
- 24.2.3. The SFMS BG will have to be given on non-judicial stamp paper/ with franking receipt e-stamping as per stamp duty applicable at the place from where the bid has emanated. The non-judicial stamp paper/ franking receipt e-stamping should be either in the name of the issuing bank or the bidder.
- 24.2.4. The Original SFMS BG in physical form towards Bid security/Performance Warranty security (along with SFMS delivery report / message copy which has been transmitted by issuing bank through SFMS system to beneficiary's i.e MDL's Bank) should reach to the designated MDL office on or before due date.
- 24.2.5. SFMS BG will not be acceptable unless details of the same is transmitted to the MDL's Bank through SFMS platform. Its bidder's responsibility to ensure that BG issuing bank send the BG advice correctly in the form of message format 760 COV vis SFMS (Structured Financial Messaging System) as provided by RBI while capturing all requisite fields including Beneficiary Account Name, Bank Name, Bank Account Number, IFSC Code etc.
- 24.2.6. In case of any error by the Bidder/contractor or BG issuing Bank while capturing the requisite field details / format or non-receipt of confirmation of BG through SFMS 760COV message format, the bidder/contractor shall be responsible for non-acceptance of the SFMS Bank Guarantee.
- 24.2.7. For any amendment of SFMS BG, message 767COV through SFMS should be used.

25.3. 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 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

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

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



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

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

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

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

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

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

26. जलरोधी गारंटी /WATERPROOFING GUARANTEE- Not Applicable for this Tender.

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

27.1. Incase of works involving roofing/cladding work, the Contractor shall submit Bank Guarantee against Water Leakage, as per MDL format at **Enclosure-18**, for the value 10% of the total amount of **roof sheeting/cladding works excluding Taxes & duties**, valid for a period of 5 years plus 60 days from the satisfactory completion of **roofing/cladding work**. The Bank Guarantee shall be submitted before completion of the project/final bill. The Bank Guarantee is to be submitted before completion of project/Final bill.

27.2. Alternatively, a retention towards Bank Guarantee against Water Leakage shall be made from the invoices of the Contractor which shall be released after expiry of the period of 5 years from successful completion of Defect Liability Period provided there is no defect observed leading to water leakage during the said period required to be rectified by the Contractor.

27.3. 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).

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

28. बीमा / INSURANCE:

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

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

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

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

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

29. ठेकेदार का दायित्व / CONTRACTOR'S OBLIGATION:

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

31.13. Availability of Construction material

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

31.14. For Works involving Concreting: -

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

31.15. For Works involving Concreting: -

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

31.16. **Special Condition of Contract:**

General Guidelines for Posting of Technical Staff for this work at Site.

- i. It is anticipated that the work at site shall continue 24 x 7 with various activities of various discipline.
- ii. A minimum set of Supervisor Staff/Tech. team required at site for supervision, Safety and quality compliance.
- iii. 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 of Key Personnel	Total No	Qualification	Duration	Minimum Experience (In Years)	Rate at which recovery shall be made from the contractor in the event of not fulfilling
1	Project Manager cum planning/quality/	01	B.E. Civil Engineer or Diploma Engineer	Till completion of the work	2 Years	Rs. 15,000/- Per Month.
2	Site/billing Engineer	01	B.E. Civil Engineer or Diploma Engineer	Till completion of the work	2 or 5 respectively	Rs. 15,000/- Per Month.
3	Safety Officer	01	Diploma in Safety	Till completion of the work	03 Years	Rs. 15,000/- Per Month.
4	Electrical Supervisor	01	Degree/ Diploma electrical with valid PWD License Engineer	Till completion of the work	03 Years	Rs. 15,000/- Per Month.

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

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

32.1. 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.

32.2. 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.

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

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

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

32.6. 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.



33. ठेकेदार का दायरा /CONTACTOR'S SCOPE:

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

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

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

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

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

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

34.1. 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.

34.2. Variation in the quantities of items in the BOQ is permitted at the same rates provided the total value of the growth does not exceed 25% of the original order value. The same is binding to the contractor and the contractor shall execute the same at the specified rate in the Purchase Order for that item.

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

i. Finalization of rates for extra items.

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

35. बाधा / HINDRANCE:

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

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

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

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



- iii. Delay by Inspection Agency/ Customer
- iv. Delay on account of specialist services
- v. Non-performance by the Contractor
- vi. Delinquency by the vendor
- vii. Force Majeure
- viii. Any other relevant reason

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

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

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

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

36. कचराहटाना /DEBRIS REMOVAL/ स्वच्छता/HOUSEKEEPING:

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

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

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

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

37. सुरक्षा और प्रशिक्षण /SAFETY AND TRAINING:

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

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



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

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

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

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

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

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

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

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

39.1. The Bidder / Contractor declares that they being Proprietors / Directors / Partners have not been any time individually or collectively blacklisted or banned or de-listed by any Government or quasi Government agencies or PSUs. If a Tenderer's entities as stated above have been blacklisted or banned or de-listed by any Government or quasi Government agencies or PSUs, this fact must be clearly stated in the prescribed format **online** at **Enclosure 11**. Filling the information in the said format is Mandatory for every Tenderer. MDL reserves the right to ask for additional information and right to accept /reject the bid.

40. मूल्य वरीयता /PRICE PREFERENCE: No Price Preference Shall Be Given to Any Bidder Irrespective of Their Status.

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

The Government of India has issued revised Public Procurement (Preference to Make in India) order 2017 on 16th Sep 2020 as part of its policy to encourage "Make in India" and promote manufacturing and production of goods and services in India with a view to enhancing income and employment. Subject to the provisions of this order and to any specific instructions issued by Nodal Ministry or in pursuance of this order, Purchase Preference shall be given to local suppliers in all the procurements undertaken by MDL in the manner specified below:

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

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

Note:



- a) The local content can be increased by vendors through partnerships, cooperation with local companies, establishing production units in India or Joint Ventures (JV) with Indian suppliers, increasing the participation of local employees in services and training them.
- ii. **Class-I Local Supplier:** means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for 'Class-I Local Supplier' under this Order.
- iii. **Class-II Local Supplier:** means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for 'Class-II Local Supplier' but less than that prescribed for 'Class-I Local Supplier' under this Order.
- iv. **Non-Local Supplier:** means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than that prescribed for 'Class-II Local Supplier' under this Order.
- v. **Minimum Local Content:** The 'Local Content' requirement to categorize a supplier as 'Class-I Local Supplier' is minimum 50%. For 'Class-II Local Supplier', the 'local content' requirement is minimum 20%.
- vi. L1: means the lowest tender or lowest bid or lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.
- vii. Margin of Purchase Preference: means the maximum extent to which the price quoted by a Class-I Local Supplier may be above the L1 for the purpose of purchase preference. The margin of purchase preference shall be 20%.

Note:

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

41.2. Purchase Preference (PP):

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

41.3. **Reciprocity Clause:**

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

41.4. **Declaration/ Verification of Local content**

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

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

- ii) **Bidders to be noted that once the declaration / certification is committed at tender submission stage, the same cannot be altered subsequently at technical negotiation stage or after award of contract otherwise would be treated / considered as false declaration by bidder and necessary action shall be initiated as per Para 40.6 of the said Order for debarment.**
- iii) Declared Local Content shall be the basis for categorization of the vendors and tender evaluation. However, MDL reserves the right to undertake detailed examination of declared local content and may call vendor to submit relevant documents.
- iv) In cases where MDL received the complaint from any vendor or person, along with the fees prescribed below, verification of Declared Local Content shall be carried out by seeking additional info as deemed necessary and the bidders (including unsuccessful bidders) against the tender shall be obliged to furnish the necessary documents. Failing to do so, the vendor may invite penal action as per the provisions of the Order. If MDL 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.

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

- i) MDL has right to negotiate with L1 bidders on the quoted prices. However, it shall be ensured that Local Content percentage as declared by the vendors maintained or increased but not reduced.
The supplier shall provide a Local Content Certificate **Enclosure-10(C)**, from statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of supplier other than companies) giving the percentage of local content.
- ii) Supplier shall be intimated that the supporting documentation towards realization of committed Local Content as per the contract / order terms & conditions shall be maintained for a period of seven years from the date of completion of the contract for audit purpose. Nodal Ministry may constitute committees with internal & external experts for independent verification of self-declarations and auditor's / accountant's certificates on random basis and in the case of complaints.

41.6. **Debarment of bidders / suppliers:**

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

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

- 42.1. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.
- 42.2. "Bidder" (including the term 'tenderer', 'Consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated



hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.

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

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

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

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

Explanation---

- a) "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;
- b) "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholder's agreements or voting agreements.
- ii. In case of a partnership firm, the beneficial owner is the natural person(S) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
- iii. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
- iv. Where no natural person is identified under **(41.4.i) or (41.4.ii) or (41.4.iii)** above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
- v. In case of a trust, the identification or beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

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



42.6. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

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

43. सार्वजनिक शिकायत कक्ष /PUBLIC GREIVANCE CELL

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

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

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

45. अधिकार क्षेत्र /JURISDICTION:

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

46. एमडीएल का अधिकार /MDL's RIGHT:

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

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

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

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

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



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

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

GM/HOD (TS)

**Enclosures:**

1.	Enclosure-1	-	Form of undertaking to be furnished by the bidder
2.	Enclosure-2	-	Tender Enquiry Acceptance Form
3.	Enclosure-3	-	Details Of General Construction Work
4.	Enclosure-4	-	General Conditions of Contract (GCC) Acceptance Form- GCC attached separately.
5.	Enclosure-5	-	Deviations from Tender Enquiry Form/ GCC
6.	Enclosure-6	-	Financial Information of Bidder
7.	Enclosure-7	-	Details of Existing Commitments & On-going Works- Calculation of Bid capacity.
8.	Enclosure-8	-	Particulars of Experience in Similar Projects
9.	Enclosure-9	-	Personnel available with the Contractor for this Project
10.	Enclosure- 10 (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-
17.	Enclosure-14	-	RTGS/NEFT/ECS – Mandate Authorisation Form
18.	Enclosure-15	-	Proforma Bank Guarantee for Bid Bond / EMD
19.	Enclosure-16	-	Proforma Bank Guarantee
20.	Enclosure-17	-	Proforma Bank Guarantee for water proofing
21.	Enclosure-18	-	Proforma Bank Guarantee for water leakage
22.	Enclosure-19	-	Price Bid (Part-II) - to be submitted online
23.	Enclosure-20	-	List of Drawings. -Attached Separately
24.	Enclosure-21	-	Scope of Work & Technical specification (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 Along with 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>
38.	ANNEXURE-C		Tender Cum Auction (e-Reverse Auction) in Govt. eProcurement System of NIC



Annexure-C

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

1. Tender Cum Auction is a combination of electronic Tender followed by Reverse Auction in GePNIC. It is generally called as eRA. The Reverse Auction as the case may be, will be conducted after Opening of Price / Financial Bids.
2. The Tender Inviting Authority (TIA) will normally mention about conducting of eRA along with necessary instructions at the Notice Inviting Tender (NIT) stage itself. In the portal, it will be mentioned in the Form of Contract as 'Tender Cum Auction' against the particular tender.
3. Bidders, who are registered as privileged bidders (like MSME/ Startup / Make in India) in the portal and wish to avail the preferential treatment during financial evaluation of the tender, as per GoI policy should upload relevant documents during bid submission to claim Preferential treatment, subject to whether the preferential treatment is permitted by TIA against that tender during the time of Publishing.
4. Bidders are advised to refer the Annexure in this document regarding terminologies being used in Tender cum Auction.
5. Generally, all bidders who are techno-commercially qualified & approved by department/organization will be eligible for participation in the Reverse Auction.
6. Bidder's eligibility in the Reverse Auction will also depends on the "Bidders Elimination Process" configured by TIA in that tender. The elimination criteria for auction is one which normally restricts one or more bidders from participation in the auction who have quoted in the tender which is exorbitantly high in case of Reverse Auction. Hence, bidders are advised to quote reasonably in the price bid to avoid elimination from participation in the auction. Bidders are advised to refer to NIT/ Tender documents or may contact concerned tender inviting authority for auction elimination criteria against the tender.
7. After opening of the price (financial) bids, System will display L1 bidders price based on either overall price basis or item wise/lot price basis automatically.
8. The participation in the auction by an eligible bidder is voluntary. It is solely at the discretion of the bidder to participate in the auction. If a qualified bidder is not interested to participate in the auction, then price / financial bid submitted by bidder in the tender shall be treated as final price/financial bid of that bidder.
9. There will be no participation fees for the Auction. The bidders get an opportunity to change their prices by participating in the auction. In the case of Reverse Auction, the least price among the value quoted by the bidder in the auction and Financial Bid submitted will be taken as the final price quote of the bidder against the tender.
10. Using the system provided price, which would normally be considered as auction start price (but can be changed by the TIA, if required) and accordingly, will create Reverse Auction as the case may be and the auction will be published by the TIA.
11. The Techno-commercially qualified bidders (who are not eliminated by the system from participation in the Auction as per elimination criteria set by TIA against that tender cum auction) will receive Auction schedule intimation through e-mail. However, bidders are always advised to visit web site / portal regularly to keep them updated and to timely act upon w.r.t. auction / other requirements of that tender.
12. The server time (which is displayed on the bidders' dash-board after login) will be considered as the standard time for referencing the deadlines for participation in live auction and other process during auction in the portal. The bidders should follow server time (Server System Clock) for all activities in the portal. The Time followed in this portal is as per Indian Standard Time (IST) which is GMT+5:30.
13. As per the configuration defined against the tender cum auction by the TIA, the system will not disclose the name of the L1 bidder, number of bids and names of the



participating bidders on the portal to anybody prior to the completion of Reverse auction process.

14. Participation in Reverse Auction:

- a) Bidders shall login using their login ID & Password and then using DSC.
- b) Click on 'My Auctions' button given in left side of page, to view all Auction details for which bidder is Techno-Commercially qualified.
- c) For participating in Live Auction during schedule date & time,
 - i. Click on Live Auctions Button.
 - ii. Click on View button to participate in the interested Auction.
 - iii. There is List of qualified Lots in which Bidder can participate against selected Auction. Click on Hammer Icon to participate in the respective lot.
 - iv. On clicking Hammer Icon, system will show Start price, Decremental price and Current price against lot. Current Price will appear as Blank (-) in case no bidder has offered price.
 - v. In case of Reverse Auction: Enter your Price in 'My Auction Price in Rs' in multiples of decremental value up to above Max Seal % value, and then sign it digitally by clicking on Sign Icon and Click on submit button.
 - vi. System will then display Current Auction Price, Auction submitted Date/Time (last successfully quoted date & time), Auction scheduled date & time, Auction extended time up to (if any) etc.
 - vii. On clicking "Refresh" Link in the screen, then the screen will be reloaded and will show your Latest Value / Price Quoted and system will also show Least Amount/ Rate which any Bidder would have quoted.
15. The live auction will be extended automatically by "Auto Extensions in minutes" if a valid and digitally signed bid has been successfully recorded in the system during the "Auction Elapse Time in minutes" before auction closing. The server time will be considered final and all bids that are received and recorded by the server before the auction close time (as per the server time) only shall be treated as valid bids. Bidder should follow the auction end/close time as displayed on the screen.
16. During the auction the bidders are also advised to click "Refresh" link for refreshing their webpage to get the latest information about the status of the auction. The Live Auction window will remain same and also time remaining will be ticking, even in the event of disconnection of bidder computer system, Network/Internet. The bids submitted by other bidders during the time of disconnect of bidder computer system will not be displayed on your screen. The other bidder might have become L1 for the item during this time. To overcome this situation the bidders are also advised to click "Refresh" link for refreshing their webpage frequently.
17. The last successful bid price quoted by bidder will be considered as valid price at any point of time during Auction.
18. The chronologically last bid submitted by the bidder till the end of the auction will be considered as the valid price bid offered by the bidder and acceptance of the same by Tender Inviting Authority will form a binding contract between Tender Inviting Authority and the bidder for entering into a contract.
19. For those bidders, who are eliminated from participating in the auction or bidders who are eligible for auction but not provided any price during auction, the rate quoted in the price/financial bid of the tender will be considered as final price.
20. Internet connectivity and other paraphernalia requirements shall have to be ensured by bidder themselves. In order to ward-off such contingent situation like internet connectivity failure, power failure etc., bidders are requested to make all the necessary arrangements / alternatives whatever required so that they are able to circumvent such situation and still be able to participate in the live auction successfully. However, the bidders are requested not to wait till the last moment to quote their bids to avoid any such complex situations.
21. Non submission of bid/quote during live auction within due date / time following due process prevalent at that time in the portal due to failure of computer system, power,



network, internet connectivity or delay in performance or otherwise at Bidder's end or any other reasons for which bidder shall be held solely responsible. Neither National Informatics Centre nor concerned Tender Inviting Authority will be held responsible for the same in any manner.

22. The Tender Inviting Authority reserves the right to postpone, suspend/pause, resume and extend the Auction, if required.
23. Bidder shall not divulge their bids to any other party during auction. If a Bidder or any of its representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, strict action including black listing shall be taken against such bidders as per procurement guidelines/policies of the TIA.
24. After the conclusion of the online reverse auction, all bidders who have participated in Reverse will see the overall Comparative chart ie L1 price of the Auction.
25. Based on the L1 price of each bidder as well as the price quoted in the tender by the non-participating bidder, comparative chart will be generated by the system and accordingly, further financial evaluation processing will be done by Tender Inviting Authority.
26. The Tender Inviting Authority normally reserves the right to extend, reschedule or cancel the Reverse Auction process at any time, before ordering, without assigning any reason, with intimation to bidders.
27. Bidding will be conducted only in Indian Rupees as indicated in the tender.
28. Validity of bids: Price shall be valid for a period of defined number of days from the date of reverse auction or as specified in the tender. These shall not be subjected to any change whatsoever.

Annexure - Auction Terminology

- i. **Reverse Auction:** A bidder shall quote below the Starting Price or Current Auction Price.
- ii. **Auction Start Date & Time and Auction End Date & Time:** Live auction would be conducted during this period.
- iii. **Auction Elapse Time in minutes (15 Minutes):** It is the minute(s) before the 'Auction End Time' and acts as a trigger for auto extension of current auction. If a bid is received successfully within these minutes, the auction will be extended subject to number of extension is not crossed.
- iv. **Auction Bid Auto Extensions in minutes (15 Minutes):** The Auction End Time will be extended by this 'Auto Extension Time in Minutes', If a bid is received successfully within 'Elapse Time' in Minutes. Process will continue till no bid is received in elapse time.
- v. **Auto Extension Restriction Required:** If procuring entity (TIA/MDL) desires to restrict the number of Extensions during Live Auction then TIA/MDL will specify this parameter as 'Yes' and also specify the number of extensions required. System will accordingly, extend the Auction only for specified number of times. If unlimited Extensions is required then TIA/MDL will specify it as No.
- vi. **Max Seal Percentage (50%):** It defines maximum value a bidder can quote in multiples of incremental / decremental value in the auction.
- vii. In case of Reverse Auction, in order to displace a standing lowest bid and to become "L1", a bidder can offer a minimum bid decrement or in multiples of decremental value up to above Max Seal %. For ex :

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

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



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

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

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

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

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

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

(To be typed on Bidder's Letter head)

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

Sir,
Sub Design, Supply and Erection of Pre-Fabricated steel shed in between T3 & 7C shed at Anik
: Chembur Yard, MDL, Mumbai

Ref: MDL Tender Enquiry No. 1900000261

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.

We undertake to complete and deliver the whole of the works comprised in the Contract within the time stated in this tender.

1. 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.
2. 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.
3. 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.
4. 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.
5. 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.
6. We understand that if our Tender-Bid is accepted, we are to be jointly and severally responsible for the due performance of the Contract.
7. We understand that you are not bound to accept the lowest or any Tender you may receive.
8. 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,
**TECHNICAL SERVICES DEPARTMENT
MAZAGON DOCK SHIPBUILDERS LIMITED**

TENDER ENQUIRY No. 1900000261.

TEF CLAUSE NO.	TENDERER'S REMARK	TEF CLAUSE NO.	TENDERER'S REMARK
	ACCEPTED/ DEVIATION		ACCEPTED/ DEVIATION
1		24	
2		25	
3		26	NA
4		27	
5		28	
6		29	
7		30	
8		31	
9		32	
10		33	
11		34	
12		35	
13		36	
14		37	
15		38	
16		39	
17		40	
18		41	
19		42	
20		43	
21		44	
22		45	
23		46	
		47	

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

MDL Tender No. 1900000261.

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 in any of the year over a period of seven years, ending 31st March 2025.	
2		Annual value of General Construction work from Civil & Electrical Work.	

Signature of Chartered Accountant
with Seal

Signature and Seal of the Bidder

**Enclosure-4****ACCEPTANCE FORM FOR GENERAL CONDITIONS OF CONTRACT (GCC)**

To,
TECHNICAL SERVICES DEPARTMENT
MAZAGON DOCK SHIPBUILDERS LIMITED

TENDER ENQUIRY No. 1900000261.

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,
TECHNICAL SERVICES DEPARTMENT
MAZAGON DOCK SHIPBUILDERS LIMITED.**

MDL Tender No. 1900000261.

DEVIATIONS FROM CONDITIONS OF TENDER ENQUIRY FORM/GCC

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

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

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

SIGNATURE _____

NAME _____

DESIGNATION _____

COMPANY SEAL

COMPANY _____

DATE _____

**Enclosure-6**

To,
TECHNICAL SERVICES DEPARTMENT
MAZAGON DOCK SHIPBUILDERS LIMITED.

MDL Tender No. 1900000261.

Financial Information of Bidder

(To be typed on Bidders Letterhead & submitted)

Description	FY 2020-21 ₹	FY 2021-22 ₹	FY 2022-23 ₹	FY 2023-24 ₹	FY 2024-25 ₹	Maximum Value ₹
	V	W	X	Y	Z	(A)
Maximum value of engineering (Civil/ Electrical/ Mechanical as relevant to work being procured) works						
Above Value updated at the current price level by applying a weightage of 7% per annum						

Signature of Chartered Accountant
with Seal

Signature and Seal of the Bidder

**Enclosure-7**

To,
TECHNICAL SERVICES DEPARTMENT
MAZAGON DOCK SHIPBUILDERS LIMITED.

MDL Tender No. 1900000261.

Details of Existing Commitments & On-going Works

(To be typed on Bidders Letterhead & submitted)

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

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

CALCULATION OF AVAILABLE BID CAPACITY

(a) Available Bid Capacity = $[AxNx1.5]-B$, where

- i. A = Maximum value of engineering (Civil/ Electrical/ Mechanical as relevant to work being procured) works executed in any one year during the last five years (updated at the current price level by applying a weightage of 7% per annum), taking into account the completed as well as works in progress. Value of engineering works executed during last five years shall be certified by Chartered Accountant and shall be considered for evaluation.
- ii. **N** = Number of years prescribed for completion of work for which bids have been invited = **0.67 (08 Months)**.
- iii. **B** = Value (updated at the current price level) of the existing commitments and ongoing works to be completed in the next 'N' years. This statement should be submitted duly verified by Chartered Accountant.

Note: -

- a) The yield rate of GoI bonds as on the closing date of the tender shall be considered as discounting factor for updation of the value of "B".



Available Bid Capacity = ₹ _____

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

Signature of Chartered Accountant
with Seal

Signature and Seal of the Bidder

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

The General Manager,
Technical Services Department,
1st Floor, North Block-V, ALY.
Mazagon Dock Shipbuilders Limited,
Dock Yard Road, Mumbai – 400010, INDIA

Sir,

Sub: Design, Supply and Erection of Pre-Fabricated steel shed in between T3 & 7C shed at Anik Chembur Yard, MDL, Mumbai.

Ref: MDL Tender No. 1900000261.

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 **₹166 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 **₹207 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 **₹ 331 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,
TECHNICAL SERVICES DEPARTMENT
MAZAGON DOCK SHIPBUILDERS LIMITED.**

MDL Tender No. 1900000261.

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

MDL Tender No. 1900000261

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:1900000261
ISSUED BY: MAZAGON DOCK SHIPBUILDERS LIMITED**

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

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

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

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

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

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

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

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



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

SIGNATURE: (TO BE SIGNED & STAMPED BY AUTHORISED SIGNATORY STRICTLY AS PER TEF CLAUSE NO. 41.4.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,
**TECHNICAL SERVICES DEPARTMENT
MAZAGON DOCK SHIPBUILDERS LIMITED.**

MDL Tender No. 1900000261

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,
TECHNICAL SERVICES DEPARTMENT
MAZAGON DOCK SHIPBUILDERS LIMITED.**

MDL Tender No. 1900000261.

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

MDL Tender No. 1900000261.

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

*I have read the **Clause No. 41** of the Tender and hereby declare that I/ we have not been debarred by any Government or quasi Government agencies or PSU's under Public Procurement Policy (PPP) Make In India (MII) order 2017, GeM and CPPP.*

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

SIGNATURE:_____

DATE:_____

Seal / Stamp of Bidder

**Enclosure-11**

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

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

The General Manager,
Technical Services Department,
1st Floor, North Block-V, ALY.
Mazagon Dock Shipbuilders Limited,
Dock Yard Road, Mumbai – 400010, INDIA

Sir,

Sub: Design, Supply and Erection of Pre-Fabricated steel shed in between T3 & 7C shed at Anik Chembur Yard, MDL, Mumbai.

Ref: MDL Tender No. 1900000261.

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

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

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

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

Sl	Name of Client	Name of Project / Work	Status

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

Signature of Contractor:

Name and Address:

Official Seal

Place:

Date:

**Enclosure-12**

To,
TECHNICAL SERVICES DEPARTMENT
MAZAGON DOCK SHIPBUILDERS LIMITED.

MDL Tender No. 1900000261.

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. 1900000261.		

Signature of Bidder

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



Enclosure-13

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

MDL Tender No. 1900000261

INTEGRITY PACT

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

And

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

Preamble

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

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

Section 1 - Commitments of the Principal/Buyer:

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



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

- (1) The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
 - a) The Bidder(s)/Contractor(s) shall not, directly or through any other persons or firm, offer promise or give to any of the Principal/Buyer's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage or any kind whatsoever during the tender process or during the execution of the contract.
 - b) The Bidder(s)/Contractor(s) shall not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal.
This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - c) The Bidder(s)/Contractor(s) shall not commit any offence under the relevant Anti-Corruption Laws of India; further the Bidder(s)/Contractor(s) shall not use improperly, for purposes of competition or personal gain, or pass on to other, any information or document provided by the Principal/Buyer as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. All payments made to the Indian Agent/representative have to be in Indian Rupees only. Further details as mentioned in the "Guidelines of Indian Agents of Foreign suppliers" shall be disclosed by the Bidders(s)/Contractor(s). Copy of the "Guidelines on Indian Agents of Foreign Suppliers" as annexed and marked as Annexure-A.
 - e) The Bidder(s)/Contractor(s) shall when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
 - f) The Bidder (s)/Contractor(s), their agents, representatives shall not do such things so as to interfere with the procedures laid down in the Principal/Buyer's Purchase Manual containing the General Conditions of Contract (GCC) in respect of procurement contracts for goods, services and civil works.
- (2) The Bidder(s)/Contractor(s) shall not instigate third persons to commit offences outlines above or be an accessory to such offences.
- (3) A person signing IP shall not approach the courts while representing the matters to IEMs and he/she will await their decision in matter.

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

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



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

Section 4 – Sanctions for Violation:

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



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

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

- k) The Bidder shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the Principal/Buyer, and if he does so, the Principal/Buyer shall be entitled forthwith to rescind the contract and all other contracts with the Bidder. The Bidder shall be liable to pay compensation for any loss or damage to the Principal/Buyer resulting from such rescission and the Principal/Buyer shall be entitled to deduct the amount so payable from the money(s) due to the Bidder.
 - l) In cases where Irrevocable Letters of Credit have been received in respect of any contract signed by the Principal/Buyer with the Bidder, the same shall not be opened.
- (2) The decision of the Principal/Buyer to the effect that a breach of the provisions of this Integrity Pact has been committed by the Bidder shall be final and binding on the Bidder, however, the same Bidder can approach the Monitor(s) appointed for the purposes of this Pact.

Section 5 - Previous Transgression:

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



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

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

- (1) The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this integrity Pact, and to submit it to the Principal before contract signing.
- (2) The Principal/Buyer will enter into agreements with identical condition as this one with all bidders, contractors. In case of joint venture, all the partners of the joint venture should sign the Integrity Pct. In case of sub-contractor, the principal contractor shall be solely responsible for the adherence to provisions of IP by the sub-contractor (s).
- (3) The Principal/Buyer shall disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

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

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

Section 8 - Independent External Monitor/Monitors:

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



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

Section 9 - Pact Duration:

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

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

Section 10 - Other provisions:

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

Section 11 - Fall Clause:

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



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

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

Witness 1:
(Name & Address)

Witness 1:
(Name & Address)



Annexure-A

GUIDELINES FOR INDIAN AGENTS OF FOREIGN SUPPLIERS

1.0 There shall be compulsory registration of agents for all Global (Open) Tender and Limited Tender. An agent who is not registered with MDL shall apply for registration.

1.1 An agent shall represent only one Foreign Supplier and not represent two suppliers or quote on their behalf in the same tender.

However, either the Indian Agent on behalf of the Foreign Suppliers (also includes foreign manufacturers) or the Foreign Suppliers (also includes foreign manufacturers) directly could bid in a tender, but not both. In cases where an agent participates in a tender on behalf of one manufacturer, shall not quote on behalf of another manufacturer along with the first Manufacturer in a subsequent/parallel tender for the same item.

1.2 Registered agents shall file an authenticated Photostat copy duly attested by a Notary Public/Original certificate of the principal confirming the agency agreement and giving the status being enjoyed by the agent and the commission/remuneration/salary/ retainer ship being paid by the principal to the agent before the placement of order by MDL.

1.3 Wherever the Indian representatives have communicated on behalf of their principals and the foreign parties have stated that they are not paying any commission to the Indian agents, and the Indian representative is working on the basis of salary or as retainer, a written declaration to this effect should be submitted by the party (i.e. Principal) before finalizing the order.

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

2.1 Tenderers of Foreign nationality shall furnish the following details in their offer:

2.2.1 The name and address of the agents/representatives in India, if any and the extent of authorization and authority given to commit the Principals. In case the agent/representative be a foreign Company, it shall be confirmed whether it is real substantial Company and details of the same shall be furnished.

2.2.2 The amount of commission/remuneration included in the quoted price(s) for such agents/representatives in India.

2.2.3 Confirmation of the Tenderer that the commission/ remuneration if any, payable to his agents/ representatives in India, may be paid by MDL in Indian Rupees only.

2.2 Tenderers of Indian Nationality shall furnish the following details in their offers:

2.2.1 The name and address of the foreign principals indicating their nationality as well as their status, i.e, whether manufacturer or agents of manufacturer holding the Letter of Authority of the Principal specifically authorizing the agent to make an offer in India in response to tender either directly or through the agents/representatives.

2.2.2 The amount of commission/remuneration included in the price (s) quoted by the Tenderer for himself.

2.2.3 Confirmation of the foreign principals of the Tenderer that the commission/remuneration, if any, reserved for the Tenderer in the quoted price (s), may be paid by MDL in India in



equivalent Indian Rupees on satisfactory completion of the Project or supplies of Stores and Spares in case of operation items.

- 2.3 In either case, in the event of contract materializing, the terms of payment shall provide for payment of the commission /remuneration, if any payable to the agents/representatives in India in Indian Rupees on expiry of 90 days after the discharge of the obligations under the contract.
- 2.4 Failure to furnish correct and detailed information as called for in paragraph-2.0 above shall render the concerned tender liable to rejection or in the event of a contract materializing, the same liable to termination by MDL. Besides this there would be a penalty of banning business dealings with MDL or damage or payment of a named sum.

**Annexure-B****GUIDELINES ON BANNING OF BUSINESS DEALINGS****CONTENTS**

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1. Introduction

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

2. Scope

- 2.1 MDL reserves its rights to remove from list of approved suppliers / contractors or to ban business dealings if any Agency has been found to have committed misconduct and also to suspend business dealings pending investigation.
- 2.2 Similarly, in case of sale of material there is a clause to deal with the Agencies / customers / buyers, who indulge in lifting of material in unauthorized manner.
- 2.3 However, absence of such a clause does not in any way restrict the right of MDL to take action / decision under these guidelines in appropriate cases.
- 2.4 The procedure of (i) Removal of Agency from the List of approved suppliers / contractors; (ii) Suspension and (iii) Banning of Business Dealing with Agencies, has been laid down in these guidelines.
- 2.5 These guidelines apply to all the Divisions/Yards of MDL.
- 2.6 It is clarified that these guidelines do not deal with the decision of the Management not to entertain any particular Agency due to its poor / inadequate performance or for any other reason.
- 2.7 The banning shall be with prospective effect, i.e., future business dealings.

3. Definitions

In these Guidelines, unless the context otherwise requires:

- a) 'Bidder / Contractor / Supplier / Purchaser / Customer' shall mean and include a public limited company or a private limited company, a firm whether registered or not, an individual, a cooperative society or an association or a group of persons engaged in any commerce, trade, industry, etc. 'Bidder / Contractor / Supplier / Purchaser / Customer' in the context of these guidelines is indicated as 'Agency'.
- b) 'Inter-connected Agency' shall mean two or more companies having any of the following features:
- a) If one is a subsidiary of the other.
 - b) If the Director(s), Partner(s), Manager(s) or Representative(s) are common;
 - c) If management is common;
 - d) If one owns or controls, the other in any manner;
- c) 'Competent Authority' and 'Appellate Authority' shall mean the following:
- a) Functional Director shall be the 'Competent Authority' for the purpose of these guidelines. CMD, MDL shall be the 'Appellate Authority'.



- b) CMD, MDL shall have overall power to take suo-moto action on any information available or received by him and pass such order(s) as he may think appropriate, including modifying the order(s) passed by any authority under these guidelines.
- d) 'Investigating Department' shall mean any Department or Unit investigating into the conduct of the Agency and shall include the Vigilance Department, Central Bureau of Investigation, the State Police or any other department set up by the Central or State Government having powers to investigate.
- e) 'List of approved Agencies – Bidder / Contractors / Suppliers / Purchasers / Customers shall mean and include list of approved / registered Agencies - Bidder / Contractors / Suppliers / Purchasers / Customers, etc.

4. Initiation of Banning / Suspension

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

5. Suspension of Business Dealings

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



the Competent Authority may extend the period of suspension by another three months, during which period the investigations must be completed.

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

- 6.1 If the security consideration, including questions of loyalty of the Agency to the State, so warrants;
- 6.2 If the Director / Owner of the Agency, proprietor or partner of the firm, is convicted by a Court of Law for offences involving moral turpitude in relation to its business dealings with the Government or any other public sector enterprises or MDL, during the last five years;
- 6.3 If there is strong justification for believing that the Directors, Proprietors, Partners, owner of the Agency have been guilty of malpractices such as bribery, corruption, fraud, substitution of tenders, interpolations, etc.;
- 6.4 If the Agency continuously refuses to return / refund the dues of MDL without showing adequate reason and this is not due to any reasonable dispute which would attract proceedings in arbitration or Court of Law;
- 6.5 If the Agency employs a public servant dismissed / removed or employs a person convicted for an offence involving corruption or abetment of such offence;
- 6.6 If business dealings with the Agency have been banned/blacklisted by Government Agencies/ Statutory bodies, DGQA, Defence Shipyards, DPSUs or with whom commercial transactions have been suspended for sufficient and justifiable reasons.
If the Agency having same promoters/Directors /Partners as the barred/blacklisted Company as at 6.6 above for the duration for which the barring/ blacklisting of sister concern persists.
- 6.7 If the Agency has resorted to Corrupt, fraudulent practices including misrepresentation of facts;

If the agency who had fraudulently dealt with the Company for pecuniary gains or had connived with dealing officers for mutual benefit.
- 6.8 If the Agency uses intimidation / threatening or brings undue outside pressure on the MDL or its official in acceptance / performances of the job under the contract;
- 6.9 If the Agency indulges in repeated and / or deliberate use of delay tactics in complying with contractual stipulations;
- 6.10 Wilful indulgence by the Agency in supplying sub-standard material irrespective of whether pre-despatch inspection was carried out by MDL or not;
- 6.11 Based on the findings of the investigation report of CBI / Police against the Agency for malafide / unlawful acts or improper conduct on his part in matters relating to the MDL or even otherwise;
- 6.12 Established litigant nature of the Agency to derive undue benefit;
- 6.13 Continued poor performance of the Agency in several contracts;



- 6.14 If the Agency misuses the premises or facilities of the MDL, forcefully occupies, tampers or damages the Company's properties including land, water resources, forests / trees, etc.

If the Agency who knowingly collude to defeat competition with the aim of deriving undeserved profit or gain from doing business with MDL.

(Note: The examples given above are only illustrative and not exhaustive. The Competent Authority may decide to ban business dealing for any good and sufficient reason).

7. Banning of Business Dealings

- 7.1 Decision to ban business dealings with any Agency would apply throughout the Company.
- 7.2 There shall be a Standing Committee to be appointed by the CMD which may include HOD of respective Commercial Section/Capital Works/MATERIAL, HOD (TS), rep of Legal Deptt. and OIC (SR&R) for processing the cases of "Banning of Business Dealings". The functions of the committee shall, inter-alia include:
- a) To study the report of the Investigating Agency and decide if a prima-facie case for banning exists, if not, send back the case to the Competent Authority.
 - b) To recommend for issue of show-cause notice to the Agency by the concerned department.
 - c) To examine the reply to show-cause notice and call the Agency for personal hearing, if required.
 - d) To submit final recommendation to the Competent Authority for banning or otherwise.
- 7.3 If the Competent Authority is prima-facie of view that action for banning business dealings with the Agency is called for, a show-cause notice may be issued to the Agency as per paragraph 9.1 and an enquiry held accordingly.

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

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

9. Procedure for issuing Show-cause Notice

- 9.1 In case where the Competent Authority decides that action against an Agency is called for, a show-cause notice has to be issued to the Agency. Statement containing the imputation of misconduct or mis-behaviour may be appended to the show-cause notice and the Agency should be asked to submit within 15 days a written statement in its defence.
- 9.2 If the Agency requests for inspection of any relevant document in possession of MDL, necessary facility for inspection of documents may be provided.
- 9.3 The Competent Authority may consider and pass an appropriate speaking order:
- a) For exonerating the Agency if the charges are not established;



- b) For removing the Agency from the list of approved Suppliers / Contractors, etc.
- c) For banning the business dealing with the Agency.

9.4 If it decides to ban business dealings, the period for which the ban would be operative may be mentioned. The order may also mention that the ban would extend to the interconnected Agencies of the Agency.

10. Appeal against the Decision of the Competent Authority

10.1 The Agency may file an appeal against the order of the Competent Authority banning business dealing, etc. The appeal shall lie to Appellate Authority. Such an appeal shall be preferred within one month from the date of receipt of the order banning business dealing, etc.

10.2 Appellate Authority would consider the appeal and pass appropriate order which shall be communicated to the Agency as well as the Competent Authority.

11. Review of the Decision by the Competent Authority

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

12. Circulation of the names of Agencies with whom Business Dealings have been banned

12.1 Depending upon the gravity of misconduct established, the Competent Authority may direct HOD (Materials)/OIC (SR&R) to circulate the names of Agency with whom business dealings have been banned, to the Government Departments, other Public Sector Enterprises, etc. for such action as they deem appropriate.

12.2 If Government Departments or a Public Sector Enterprise request for more information about the Agency with whom business dealings have been banned, a copy of the report of Inquiring Authority together with a copy of the order of the Competent Authority / Appellate Authority may be supplied.

12.3 If business dealings with any Agency have been banned by the Central or State Government or any other Public Sector Enterprise, MDL may, without any further enquiry or investigation, issue an order banning business dealing with the Agency and its inter-connected Agencies.

**Enclosure-14**

To,
TECHNICAL SERVICES DEPARTMENT
MAZAGON DOCK SHIPBUILDERS LIMITED.

MDL Tender No. 1900000261.

RTGS/NEFT/ECS – MANDATE AUTHORISATION FORM

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

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

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

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

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

**Enclosure-15**

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

MDL Tender No. 1900000261

PROFORMA BANK GUARANTEE FOR BID BOND / EMD

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

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

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

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

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



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

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

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

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

**Enclosure-16**

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

MDL Tender No. 1900000261

PROFORMA FOR PERFORMANCE BANK GUARANTEE

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

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

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

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

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



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

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

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

7. Notwithstanding anything contained herein above:

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

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

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

For Bank
(by its constituted attorney)

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

**Enclosure-17**

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

MDL Tender No. 1900000261

PROFORMA FOR WATERPROOFING BANK GUARANTEE

(On Non-Judicial stamp paper)

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

1. We, (Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for satisfactory performance and fulfilment in all respects of the said contract, which consists of 05 years after satisfactory completion of the waterproofing work as per terms and conditions of the said order.
2. We, Bank further agree that the Company shall be sole judge whether the said Contractors has failed to perform or fulfil the said order in terms thereof or committed breach of any terms and conditions of the order and the extent of loss, damage, cost, charges and expenses suffered or incurred or would be suffered or incurred by the Company on account thereof and we waive in the favour of the Company all the rights and defences to which we as guarantors may be entitled to.
3. We, Bank further agree that the amount demanded by the Company as such shall be final and binding on the Bank as to the Bank's liability to pay and the amount demanded and the Bank undertake to pay the Company the amount so demanded on first demand and without any demur notwithstanding any dispute raised by the



Contractors or any suit or other legal proceedings including arbitration pending before any court, tribunal or arbitrator relating thereto, our liability under this guarantee being absolute and unconditional.

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

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

For Bank
(by its constituted attorney)

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

**Enclosure-18**

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

MDL Tender No. 1900000261

PROFORMA FOR BANK GUARANTEE AGAINST WATER LEAKAGE

(On Non-Judicial stamp paper)

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

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



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

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

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

**Enclosure-19**

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

Sub: Design, Supply and Erection of Pre-Fabricated steel shed in between T3 & 7C shed at Anik Chembur Yard, MDL, Mumbai.

Ref: MDL Tender No.1900000261.

Sr. No.	Description	Unit	Qty.	Rate (Rs.)	Amount (Rs.)
1	Design, Supply, and Erection of a Prefabricated Steel Shed, including all necessary geotechnical investigation and Civil foundation works based on design prepared by a licensed Structural designer/Engineer. The scope also includes third-party proof checking and approval by reputed institutions such as IIT/VJTI/IRS/NIT. Additionally, the item includes complete Electrical and Fire-Fighting works as per the defined scope.	Activity Unit	1	Quoted / not Quoted'	Quoted / not Quoted'
	Total Amount (Rs.)				
	Add Total GST @				
	Gross Total Amount				
	HSN Code:				

Note: Blank Price bid indicating 'quoted / not quoted' against item and GST %, HSN code.
(to be submit in tech document part-I)



Enclosure-20

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

MDL Tender No. 1900000261.

LIST OF TENDER DRAWINGS (Separately attached)

Sr. No	Drawing No.	Description of Drawing	Rev. No.
1	SHED/ANIK/T3TC/I/REV	PROPOSED SHED NEAR LEFT SIDE OF T3 AT ANIK CHEMBUR	01



TENDER NO.1900000261

Enclosure-21

SUB: Design, Supply and Erection of Pre-Fabricated steel shed in between T3 & 7C shed at Anik Chembur Yard, MDL, Mumbai

**SCOPE OF WORK & TECHNICAL SPECIFICATION
OF CIVIL AND ELECTRICAL
(ATTACHED SEPARATELY)**

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

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

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



Enclosure-23

To,
**TECHNICAL SERVICES DEPARTMENT
MAZAGON DOCK SHIPBUILDERS LIMITED.
MDL Tender No. 1900000261.**

Mazagon Dock Shipbuilders Ltd.

Loss of Pass - Contractor/Vendors.

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

Loss:

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

Non-Renewal:

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

2. **Procedure for duplicate pass due to loss:**

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

**Enclosure-24**

माझगांव डॉक शिपबिल्डर्स लिमिटेड
बाह्यस्त्रोत-तकनीकी सेवाएँ विभाग

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

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

B: Invoice Details:

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

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

C. Certification Details:

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

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

MDL Tender No. 1900000261.

EXTRACT OF PROVISIONS OF THE OFFICIAL SECRETS ACT, 1923

SECTION 2(B) : “PROHIBITED PLACE”

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

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

SECTION 3 : “PENALTIES FOR SPYING”

If any per unlawfully -

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

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

SECTION 4 : “COMMUNICATION WITH FOREIGN AGENTS”

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

SECTION 5 : “WRONGFUL COMMUNICATION OF INFORMATION”

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

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

Shall be guilty of an offence under this Act.

SECTION 6 : “UNAUTHORISED USE OF UNIFORMS”

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



SECTION 7 : “INTERFERING WITH OFFICERS OF POLICE”

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

SECTION 8 : “DUTY OF GIVING INFORMATION”

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

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

SECTION 9 : “INCITEMENT”

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

SECTION 10 : “PENALTY FOR HARBOURING SPIES”

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

SECTION 11 : “SEARCH WARRANTS”

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

**Enclosure-26**

To,
TECHNICAL SERVICES DEPARTMENT
MAZAGON DOCK SHIPBUILDERS LIMITED.

MDL Tender No. 1900000261.

CHECKLIST OF SUBMITTALS ATTACHED ALONGWITH ONLINE TECHNICAL BID
TENDER ENQUIRY No. 1900000261

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

Sl No	Submittals (Scanned Copy)	Whether Submitted/ Not Submitted/ Not Applicable	Bidder to indicate the Reasons below for Non Submissions if any, or if they have indicated "NO" under relevant columns
1	Enclosure-1 viz Form of undertaking	Yes/ No	
2	Enclosure-2 viz TEF Acceptance Form	Yes/ No	
3	Enclosure-3 viz General Construction Work	Yes/ No	
4	Enclosure-4 viz GCC Acceptance Form	Yes/ No	
5	Enclosure-5 viz Deviation Form	Yes/ No	
6	CA certified Average Audited Annual financial turnover of Past 03 years ending 31 March 2025		
7	Audit certified Balance Sheets of Past 03 years ending 31 March 2025		
8	Audit certified Profit/Loss Accounts of 03 years ending 31 March 2025		
9	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	EMD Format	Yes/ No	
15	Enclosure-13 - Integrity Pact	Yes/ No	
16	a. Enclosure-14 viz RTGS Form	Yes/ No	
	b. Whether RTGS form is duly authenticated by any Bank	Yes/ No	
17	a. Solvency Certificate	Yes/ No	
	b. Whether Solvency Certificate is issued within 1 Year from Tender date	Yes/ No	
	c. Whether Solvency is issued by a Scheduled Commercial (i.e. Indian or Foreign Banks included in the Second Schedule of Reserve Bank of India Act, 1934 excluding Co-operative banks or Regional Rural Banks).	Yes/ No	
18	GST Registration Certificate	Yes/ No	
19	PAN CARD	Yes/ No	
20	a. Shop & Establishment Registration Certificate or Certificate of Incorporation from Registrar of Companies or Registrar	Yes/ No	



S1 No	Submittals (Scanned Copy)	Whether Submitted/ Not Submitted/ Not Applicable	Bidder to indicate the Reasons below for Non Submissions if any, or if they have indicated "NO" under relevant columns
	of firms 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-27

Address Label

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

Sub: Design, Supply and Erection of Pre-Fabricated steel shed in between T3 & 7C shed at Anik Chembur Yard, MDL, Mumbai.

Ref: MDL Tender No.1900000261

EMD & INTEGRITY PACT

To,

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

From,



माझगांव डॉक शिपबिल्डर्स लिमिटेड
तकनीकी सेवाएँ विभाग

Enclosure-28

Certification for Disposal of Scrap/Debris

Sub: Design, Supply and Erection of Pre-Fabricated steel shed in between T3 & 7C shed at Anik Chembur Yard, MDL, Mumbai.

Ref: MDL Tender No. 1900000261.

RA No.:

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

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

Engineer in Charge

(Name, Sign & Stamp with date)

Contractor

(Name, Sign & Stamp with Date)



MDL Tender No. 1900000261.

Enclosure-29**Declaration in respect of Conflict of Interest among Bidders/ Agents**

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

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

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

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

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

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

Ref. No.

Insurance Surety Bond No.

Dated:

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

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

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

4. We, the Surety further agree with the Company that the Company shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said tender/or to extend



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

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

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

7. Notwithstanding anything contained herein above:

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

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

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

For

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

**Enclosure-31**

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

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

1. IN CONSIDERATION OF MAZAGON DOCK SHIPBUILDERS LIMITED, a company incorporated under the Companies Act 1956 and having its registered office at Dockyard Road, Mumbai 400010 (hereinafter referred to as the "the Purchaser" which expression shall, unless it be repugnant or contrary to the subject or context thereof, be deemed to mean and include its successors and assigns) having placed an order on Messers a partnership firm/sole proprietor business/a company registered under the Companies Act, 1956 having its office at(hereinafter called " the Contractor/ Supplier" which expression shall, unless it be repugnant or contrary to the subject or context thereof, be deemed to mean and include its successors and assigns) vide order No..... dated..... (hereinafter called "the order" which expression shall include any amendments/alterations to "the order" issued by "the Purchaser") for the supply , delivery at site, installation and commissioning of certain equipment, item/services/civil works etc. as stated in the said Order and the Purchaser having agreed with the Contractor/Supplier to accept an unconditional and irrevocable Insurance Surety Bond in lieu of Performance Security payable under the said order for the fulfillment and performance of the said order, We, Surety Insurer having office at (hereinafter referred to as "the Surety" which expression shall includes its successors and assigns) hereby agree to pay to the Purchaser without any demur on first demand an amount not exceeding Rs..... (Rupees.....only) being 5% (10% in case of Capital Procurement) of the order value against any loss or damage, costs, charges and expenses caused to or suffered by the Purchaser by reason of non performance and non-fulfillment or for any breach on the part of the Contractor / Supplier of any of the terms and conditions of the said order.

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

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

4. We, the Surety further agree with the Purchaser that the Purchaser shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said order/or to extend



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

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

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

7. Notwithstanding anything contained herein above:

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

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

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

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