



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 हिस्सो में

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

मंडल: समवाय

DIVISION: CORPORATE

विभाग: तकनीकी सघाएँ

DEPARTMENT: TECHNICAL SERVICES

निविदा क्रमांक: १९००००००१७१

TENDER NO: 1900000171

निविदा जारी दिनांक: ०८ दिसम्बर'२०२३

TENDER DATE: 08 DECEMBER'2023

निविदा दघादिनांक एवं समय: २४ जनवरी' २०२४ दोपहर 14:30 बजे

CLOSING DATE & TIME: 24 JANUARY' 2024 at 1430Hrs

भाग १ - तकनीकी एवं वाणिज्यिक हिस्सा खोलना(ऑनलाइन) कि तिथि एवं समय: २५ जनवरी' २०२४ दोपहर 14:30

बजेसे

Online Opening of Part-I (Techno-commercial Bid): 25 JANUARY'2024, 14:30 Hrs. IST onwards



माझगांव डॉक शिपबिल्डर्स लिमिटेड प्रासिद्ध निविदकृतियों / विक्रेतओं से निम्नलिखित कर्तों के लिए प्रतियोगी ऑनलाइन निविदों दो हिस्सों में (भाग १ - तकनीकी एवं वाणिज्यिक हिस्सा और भाग २ - मूल्य हिस्सा) अपने ई-प्रॉक्यूरमेंट पोर्टल <http://eprocuremdl.nic.in> पे मंत्रित करते हैं।

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

कार्य का वर्णन

DESCRIPTION OF WORK

एमडीएल मुंबई कर्तों लिए ०८ लल्लल लफ़िंग कर्तों की रचना, उत्पादन, दर्जा अनुमोदन, पूर्ति, स्थापना, परीक्षण और प्रवर्तन मल्लानहर्तु निविदा

**Design, Manufacturing, Class Approval,
Supply, Installation, Testing and
Commissioning of 08 New LL Cranes at
MDL**

निविदा क्र: १९०००००१७१

TENDER NO: 1900000171

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**1. प्रस्तावना /PREAMBLE**

- 1.1. Mazagon Dock Shipbuilders Ltd. (MDL), hereinafter referred as Employer (Client), is a Public Sector Undertaking fully owned by the Government of India under the administrative control of Department of Defence production, Ministry of Defence.
- 1.2. MDL's main business/ activities are Shipbuilding, Submarine Construction and Heavy Engineering Works.
- 1.3. MDL intends to undertake Design, Manufacturing, Class Approval, Supply, Installation, Testing and Commissioning of New Level Luffing Cranes (08 nos.) at various locations in North and South Yard at MDL, Mumbai.

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

2.1. MDL is intended to procure 08 Nos. single boom Level Luffing Jib Cranes as under:

Sr.No.	Location	Crane No.	Capacity	
			Main Hoist	Aux. Hoist
1	South Yard	LLC 09	15T	5T
2		LLC 10	50T	10T
3		LLC 11	20T	7.5T
4	North Yard	LLC 12	25T	5T
5		LLC 13	25T	5T
6		LLC 14	25T	5T
7		LLC 16	60T	5T
8		LLC 17	25T	5T

2.2. Bidder shall refer detailed Scope of Work, Technical Specification attached separately at Enclosure 21.

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

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

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

3.3. In case of any discrepancies'



- a) Between Hindi and English Versions of the Tender Clauses, English Version will prevail.
- b) 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.
- c) MDL at its discretion, may follow the following order of preference- Description of Schedule of Bill of Quantities, Technical Specifications, Drawings, FIDIC General Conditions of Contract and Particular Conditions of Contract, reply to pre-bid queries, corrigendum if any.

3.4. Tenders determined to be substantially responsive will be checked by the MDL for any arithmetic errors. Errors will be corrected by MDL as follows:

- a. Where there is a discrepancy between the amounts in words and in figures, the amount in words will govern
- b. Where there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall govern and the total price shall be corrected.
- c. If the successful tenderer does not accept the correction of the errors pursuant to 3.4 (a) and (b) above, this will be considered as invalidating its tender and the Tender Security may be forfeited pursuant to paragraph 11.15 (c).

3.5. **All items in the Schedules must be priced. If a tenderer has included the price of associated items in the price of the main items this must be clearly stated and a price of zero must be entered for the respective associated items. For any item left blank, the Employer will consider quoted rate/amount as “zero”.**

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

- a) By the Proprietor, in case of a proprietary firm; or
- b) By a Partner, in case of a partnership firm and/or a limited liability partnership;
- c) By a duly authorized person holding the Power of Attorney, in case of a Limited or Private Limited Company or a corporation.
- d) Joint Venture / Consortium of foreign firm with Indian firm

3.7. In case of any techno-commercial query prior to submission of bids, the bidder(s) are requested to contact the following from MDL. Letter(s)/emails shall be addressed to DGM/HOD (TS-Comm), MDL. Contact details are as under:

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

3.8. Before submission of the tender, the bidder shall visit the site, examine the General Conditions of Contract and Particular 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.

3.9. 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, FIDIC terms 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. Language of Tender for foreign bidders: The tender prepared by the tenderer and all correspondence and comments relating to the tender exchanged by the tenderer and the Employer shall be written in the English language. Supporting documents and printed literature could be in other language, provided they are accompanied by an appropriate translation in English. For the purpose of the tender, interpretation given in English language shall prevail.

4. ई-टेंडरिंग कालियमार्गदर्शन /GUIDANCE FOR E-TENDERING:

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

4.2. Bidders can participate in online bidding

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

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

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

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

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

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

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

5.1.1 Techno-Commercial (Part-I) Bid:

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

- a. Bidder's Undertaking at **Enclosure-1**.
- b. Acceptance on clauses of Tender Enquiry (TEF) in the Prescribed Format **appearing online** stating 'Accepted' OR 'Not Accepted' as applicable for each of the clause in the format attached at **Enclosure-2**.
- c. Acceptance on clauses of Conditions of Contract (**FIDIC**) including Particular Condition of Contracts & General requirement in the Prescribed Format **appearing online** stating 'Accepted' OR 'Not Accepted' as applicable for each of the clause in the format attached at **Enclosure-3**.
- d. Deviations, if any, from Terms, Conditions & Technical requirements specified in the Tender Enquiry, Conditions of Contract (**FIDIC**) including Particular Condition of



- Contracts & General requirement with reasons thereof shall be clearly indicated against the relevant clause(s) in the format attached at **Enclosure-5**.
- e. Blank Price Bid clearly indicating 'Quoted/ Not Quoted' against relevant heads as appearing online.
- f. CA certified Average Audited Annual financial turnover during the last 3 years ending **31st March, 2022** for at least **₹ 4552 Lakhs**, duly self-attested and stamped with their company seal. If any cash transaction is included in the turnover (statement of Profit & Loss), the same will not be considered for turnover value. *Firms owned by Individuals, and partnerships, may submit their balance sheets certified by Chartered accountant, and supported by copies of tax returns, if audits are not required by the laws of their countries of origin.*
- g. Bidders shall upload scanned copies of Audit certified Balance Sheets & Profit/Loss Accounts for the last 3 years. Draft Audited Reports are not acceptable.
- h. Bidders shall furnish Working bid Capacity as required in **clause 7.2.1** and **Enclosure-6&7** duly certified by Chartered Accountant and scanned copy of the same shall be uploaded in online Part-I bid.
- i. Documentary evidence in support of Past experience and Performance on Similar work(s) during the last 15 years, stipulated under **Clause7**, as applicable in the format attached at **Enclosure-8**.
- j. List of Key Personnel available for this Project, in the format attached at **Enclosure-9**
- k. List of Equipment with its Model / Year / working status along with details of manufacturing facilities.
- l. Scanned copy of 'Method Statement & Work Plan' including baseline programme duly typed on bidders letter head with necessary details signed and stamped with Company seal, shall be uploaded online in Part I bid.
- m. Bidder shall submit Declaration certificate for Local Content as per **Clause 44 &** in the format attached at **Enclosure-10(B). A Sample filled up Form is appended for reference.**
- n. Bidder shall submit Declaration in respect of restriction under Rule 144 (xi) of the General Financial Rules (GFRs), 2017 in the format attached at **Enclosure-10 (E)**.
- o. Bidder shall submit Declaration in respect debarred under Public Procurement Policy (PPP) Make In India (MII) order, in the format attached at **Enclosure-10 (F)**.
- p. Bidder shall submit Declaration for Banned or delisted Tenderer/firms/Vendors as per **Clause42** and in the format attached at **Enclosure-11**.
- q. The scanned copy of BG towards Earnest Money Deposit (EMD) / BID BOND as stipulated in **TEF Clause 11** 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 सहाय्य),
तकनीकी सहाय्य विभाग,
पहला मंजिल, प्रशासनिक बिल्डिंग,
अल्कोक यार्ड, माझगांव डॉकशिपबिल्डर्स लिमिटेड]
डॉकयार्ड रोड, मुंबई - ४०००१० (भारत)
**Head of the Department (Technical Services),
Technical Services Department,
1stFloor, Admin Building,
Alcock Yard,
Mazagon Dock Shipbuilders Limited,**



**Dock Yard Road,
Mumbai – 400010 (INDIA)**

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

- r. The scanned copy of the Integrity Pact (IP) as per Enclosure 13, duly signed and stamped on all pages as stipulated in **TEF clause no. 13** shall be uploaded. The original of the Integrity Pact, duly signed and stamped on all pages 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.**
- s. Scanned copy of Bank details for payment by NEFT/RTGS/ECS duly authenticated by the Banker in the format attached at **Enclosure-14.**
- t. Bidders shall upload scanned copy of Solvency certificate addressed to MDL for at least **Rs.17,700 Lakhs**, issued by Nationalized / Reputed International / Scheduled bank **except Co-Operative Banks, addressed to MDL.** The Solvency Certificate should not be older than Six months as on the Tender date. It should be drawn from any of the banks in the list of approved Banks by SBI/Canara Bank published on MDL website www.mazagondock.in → Vendors → Bills/EMD Status → List of First Class Bank approved by SBI
- u. Scanned copy of **GST Registration Certificate** (Not applicable for Foreign Bidders) & **Permanent Account Number (PAN)**
- v. Scanned copy of Valid Bidder's **Shop & Establishment Registration Certificate** (Not applicable for Foreign Bidders) or **Certification of Incorporation.**
- w. Permanent Establishment Declaration (In case of Foreign Bidders)
- x. Foreign vendors shall submit Tax Residency certificate (TRC) with Part I offer for Services offered in their quote. If no TRC is submitted, then the enhanced Income Tax rate and GST Tax thereon will be considered while determining L-1.
- y. 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.
- z. Scanned copy of Bidder's company profile.
- aa. Power of Attorney, in case of a Limited or Private Limited Company or a corporation.
- bb. CHECKLIST OF SUBMITTALS attached along with online Technical Bid as per format at Enclosure-26.
- cc. Declaration in respect of Conflict of Interest among Bidders/ Agents filled in with necessary details as per format at Enclosure-29 signed and stamped with Company seal shall be uploaded.
- dd. Corrigendum if any
- ee. Erection Capability
- ff. Service Network and Maintenance Mechanism

Notes:

- i) MDL has a right to verify / cross verification of authenticity of the scanned documents with respect to original submitted against this tender.
- ii) The bidder is requested to **ensure that all the documents asked for are submitted** and are clear, legible & duly signed (i.e. self-attested), as it would save considerable time without necessitating the need for furnishing of the documents again by them. The bidder is also requested **not to submit unnecessary documents not asked for, like signed & stamped copy of this Tender document, etc.**
- iii) The bidder is required to compulsorily select "ACCEPTED" or "DEVIATION" from the choices available against the relevant Para no. / Clause no. of TEF/ Conditions of Contract (**FIDIC**) (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. Bids received other than the prescribed format will be rejected.
- b. The quantities of individual items in the BOQ are approximate and may vary.
- c. The Lowest Bidder (L1) shall be evaluated based on the overall cost quoted by the bidder including applicable Tax, Terminal Taxes, duties and levies and loading criteria if any.
- d. Custom Duty if any will not be reimbursed by MDL and the same shall be borne by the bidder only.
- e. However, Purchase Preference in line with Clause No 44.2 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.
- g. Bidders shall submit the confirmation on their letter head that they have quoted against all items and no relevant fields are kept blank.

6. बोलियाँ में संशोधन /MODIFICATION TO THE BIDS:

6.1. Bidders desirous of modifying their bids prior to the closing date & time may do so online in the e-Procurement Portal <http://eprocuremdl.nic.in> prior to the tender closing date & time.

7. पूर्व योग्यता मापदंड/ PRE-QUALIFICATION CRITERIA:

7.1. एकल बोलीदाता / मुख्य साझेदार को निविदा जारी दिनांक पूर्व माह के अंतिम दिवस के समाप्ति तक पीछल सात वर्षों के दौरान समरूप कार्य के सफलतापूर्वक पूरा करना अनुभव किसी भी निम्नलिखित के अंतर्गत होनी चाहिए:

The Single Bidder/ Lead Partner should have manufactured, installed and successfully commissioned Level Luffing Cranes during last 15 years ending 30 Nov' 2023 should be either of the following:

7.1.1. न्यूनतम २५ टन क्षमता एवं न्यूनतम ३० मिटर जीब रडियस के तीन लव्फिंग सिंगल जीब क्रन
Three (3) numbers of level luffing single jib cranes of minimum capacity 25T at a jib radius of 30m or more

OR

7.1.2. न्यूनतम ४० टन क्षमता एवं न्यूनतम ३५ मिटर जीब रडियस के दो लव्फिंग सिंगल जीब क्रन
Two (2) numbers level luffing single jib cranes of minimum capacity 40T at jib radius of 35 m or more

OR

7.1.3. न्यूनतम ६० टन क्षमता एवं न्यूनतम ३५ मिटर जीब रडियस के एक लव्फिंग सिंगल जीब क्रन
One (1) numbers level luffing single jib cranes of minimum capacity 60 T at jib radius of 35 m or more

Notes:

(i) The projects that have been undertaken and executed within 15 years ending 30th Nov' 2023. shall only be considered eligible for evaluation.

(ii) In line with this experience criteria, crane manufacturer shall submit Notary vetted or Embassy attested copy of the following:



- (a) Crane Commissioning Report issued by the Class Surveyors/ Third Party Inspection Agency or Completion Certificate issued by the client as relevant stating the above.

- (iii) Notary vetting of documents is applicable for Indian crane manufacturers only. In case of foreign crane manufacturers, the attestation is to be done by Indian Embassy.

Bidder shall submit details of supply of above mentioned cranes such as Order copies, work completion certificate issued by the owner (Buyer/End user).

7.2 DESIGNER'S EXPERIENCE

Bidder has to declare the designer (Basic Design) for the project who meets the criteria mentioned below. Single bidder or Lead partner or consortium partner or third party designer can act as a designer.

Designer for the crane should have designed (Basic Design) cranes as mentioned below which are successfully commissioned in the last 15 years ending 30th Nov' 2023.

- a. Three number of level luffing single jib cranes of minimum capacity 25T at a jib radius of 30m or more

OR

- b. Two numbers of level luffing single jib cranes of minimum capacity 40T at a jib radius of 35m or more

OR

- c. One number of level luffing single jib crane of minimum capacity 60T at a jib radius of 35m or more.

Notes:

- i. The projects that have been undertaken and executed within 15 years ending 30th Nov' 2023. shall only be considered eligible for evaluation.

- ii. In case of bidder is availing design from a third party, an agreement between the bidder and designer to be submitted.

- iii. In case of consortium partner acting as designer, this role is to be defined in the consortium agreement.

- iv. Relevant document copies vetted by notary or embassy shall be submitted as proof for design experience. Notary vetting of documents is applicable for Indian firms only. In case of foreign firms, the attestation is to be done by Indian Embassy.

7.3 In addition to the above, Tenderer should be:

- i) Original Equipment manufacturer (OEM) having experience of similar work.

OR

- ii) Consortium / Joint venture of two or more companies which include OEM as one of the Firms and any Crane manufacturer as other Firm.

OR



- iii) Licensed Manufacturer wherein the OEM and any Crane manufacturer enter into a License agreement for similar work. Further, the Tenderer should have made separate/supplementary agreement with OEM specifically for this Tender, copy of the same to be furnished.

OR

- iv) Crane manufacturer entering in to MOU with OEM having experience of similar work.

NOTE:

1. The minimum criteria for specific experience should be met by OEM or any one firm of Joint Venture/ Consortium/ License Agreement / Firms entering into MOU. However, the OEM should be a designer of shipyard/Port type Level Luffing Jib Cranes of similar work.
2. Bidders must have their registered office in India for the technical support and deploying personnel for the maintenance of the crane, troubleshooting etc.
3. The bidder shall be in a position/capable of sending the technical experts including logical systems/drive experts to the site within 48 hours of receiving maintenance call from MDL.
4. Bidders willing to participate in the tender shall visit the Shipyard (MDL) to fully familiarize themselves with the intended location, the prevailing site conditions and any possible constraints in advance / prior to submitting their offer.
5. Tenders submitted by a consortium/ joint venture as partners shall comply with the following requirements:

- a. The maximum number of partners in a Consortium/JV shall be limited to three only.
- b. The tenderer shall declare the lead & other partners as below –

<i>Names of all partners of a joint venture</i>	
1. Lead partner	
2. Partner	
3. Partner	

- c. A member of the Consortium/JV shall not be permitted to participate either in individual capacity or as a member of another Consortium for this tender.
- d. The successful Tenderer shall sign the Contract which will be legally binding on all partners.
- e. One of the partners shall be authorised to act as leader of the consortium or joint venture; and this authorization shall be evidenced by submitting a Power of Attorney signed by legally authorised signatories of all the partners.
- f. The leader of the consortium or joint venture shall be authorized to incur liabilities and receive instructions for and on behalf of any or all partners of the joint venture and the entire execution of the Contract including payment shall be done exclusively with the leader of the joint venture. The lead partner should have registered office in India & all payments against the contract shall be released in INR or USD.
- g. Notwithstanding clause (f) above, all partners of the consortium/joint venture shall be liable jointly and severally for the execution of the Contract in accordance with the Contract terms, and a relevant statement to this effect shall be included in the authorisation mentioned under sub paragraph (b) above as well as in the Tender Form and the Contract Agreement (in case of a successful Tender).



The Consortium/JV members shall also be liable jointly and severally for the loss, damages caused to the Employer/Client during the course of execution of the contract or due to non-execution of the contract or part thereof.

- h. A scanned copy of the consortium or joint venture agreement confirming the above aspects, including apportioning of work between the partners, by nature of work, duly signed by legally authorized signatories of all the partners in the presence of a Magistrate of an Indian Court of Law / Notary Public on a valid stamp paper, shall be submitted with the Tender & hard copy of the same in original to be forwarded separately within 10 days, after tender closing date.
- i. Complete details of the members of the Consortium, their share, role and responsibility particularly with reference to financial and technical, name of the Lead Member, powers given to the Lead member, among others, shall be furnished in the said Consortium/JV Agreement.
- j. Once the tender is submitted, the Consortium Agreement shall not be modified / altered / terminated during the validity of the tender.
- k. The Lead Member of the Consortium/JV shall satisfy the criteria of the Average Annual Financial Turnover stipulated in the tender.
- l. The Bid Security Declaration shall be submitted by the Lead Member on behalf of the Consortium/JV.

AND

7.4 Working Bid Capacity:

7.4.1 The Working Bid Capacity of the Bidder should be equal to or more than **Rs.354 Crore**. The Working Bid Capacity shall be calculated as under:

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

- i. A = Average Annual Turnover of the bidder for the last Three Years (ending 31st March, 2022)
- ii. N = Number of years prescribed for completion of work for which bids have been invited = **28 Months (2.33 Years)**
- iii. B = Value of existing commitments and on-going works to be completed (for all the Clients of the Bidder) during the period of Completion of Work for which bids have been invited, duly certified by chartered Accountant.

7.4.2 The details submitted by the bidders will be evaluated also considering the Working Bid Capacity of the Bidder apart from other requirements stated in the tender documents to determine bidder's eligibility for the work. In case, the Working Bid Capacity of the Bidder is less than of **Rs. 354 Crore**, the bid shall not be considered for opening of Price Bid (Part-II), **even if the bidder meets the other pre-qualification criteria.**

7.4.3 The Bidder shall submit the details as required in **clause 7.2.1** above in proforma at **Enclosure- 6 & 7.**

7.5 It is clarified that the work executed by the bidders for their in-house or capital use will not be considered for the purpose of bidder's experience of completion of similar works. The work executed under labour rate where input materials which are supplied by client shall not be considered as experience in similar completed works.

7.6 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.

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

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

8. स्थल मु॰यना /SITE VISIT:

8.1. The site for the work is located in North and South Yard of 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 4225/ 4249 or email: **tscomm@mazdock.com** for any doubts /clarifications / site visits.

9. निविदा की लागत / Cost of Tendering:

The tenderer shall bear all costs associated with the preparation and submission of its tender, and the Employer will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process including cancellation of this tender process pursuant to para 50.

10. बोली पूर्व बैठक /Pre Bid Conference :

10.1 Pre Bid Meeting is scheduled on **22 December' 2023 at 11:00 Hrs** Bidders to confirm their participation in the said meeting 3-4 days in advance by email indicating details of person(s), name of the firm, contact details attending the said meeting. Further, all the queries shall be forwarded one week prior to the scheduled date of Pre Bid meeting.

10.2 The Bidders are advised to visit and examine the work site and its surroundings and obtain for themselves on their own responsibility all the information that may be necessary for preparing the Tender and entering into a contract. The Bidder shall bear all the costs towards site visit visiting / Pre Bid meeting.

10.3 The Bidder and his personnel or agents will be granted permission by MDL to visit the site on prior request from the Bidder.

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

11.1. Bidders shall furnish EMD of **Rs 10,00,000/- (Rupees Ten Lakhs Only)** or equivalent in foreign currency against this tender.

11.2. EMD can be paid online through the link mazagondock.in/onlinepayment.aspx Or following the steps listed below:

- Go to www.mazagondock.in
- Click on **Online Payment** Tab available on the home page



- Click on the **Tender** Tab.
- Make the payment online using Debit Cards, Credit cards, Net Banking, BHIM/UPI etc. after filling the required details.

11.3. 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, Mazagon, Mumbai – 400 010
Telephone No. of Bank	23752802
Account No	10005255246
Account Type	Current Account
IFSC/RTGS/NEFT Code	SBIN0009054
MICR / NECS Code	400002120
Income Tax PAN No.	AAACM8029J
Income Tax TAN No.	MUMMO2076E

11.4. 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).

11.5. EMD can also be submitted in the form of Bank Guarantee in the prescribed format at **Enclosure-15**. The Bank Guarantee should be valid for **04 more weeks** beyond the offer validity period indicated in the Tender and should be drawn from any of the banks in the list of approved Banks by SBI/Canara Bank published on MDL website www.mazagondock.in → Vendors → Bills/EMD Status → List of First Class Bank approved by SBI on 24 April 2017. Bidders submitting EMD by way of Bank Guarantee are requested to inform their issuing Bank to provide complete details viz., address, telephone / fax number(s) and e-mail id on their cover letter enclosing the BG.

11.6. In case of Foreign Bidders, the EMD shall be denominated in the currency of the tender and shall be, at the tenderer's option, in the form of a bank draft or bank guarantee issued by a reputable bank located abroad or in India. The format of the bank guarantee shall be in accordance with **Enclosure-12**.

11.7. In case of Foreign bidders, bank guarantee can be from Bank of International repute. It is preferable that foreign bidder:

- a. Submits the Bank Guarantee from bank located in Mumbai and / or
- b. Submits the Bank Guarantee from nationalized, scheduled banks in India excluding Co-operative banks
- c. Submits the Bank Guarantee from the Indian branches of a foreign bank.
- d. Submits bank guarantee from a bank of international repute through Bankers of MDL

11.8. In case bank guarantee is from foreign bank, MDL shall seek advise of State Bank of India (SBI) on the bank guarantee. If SBI advises MDL to accept Bank Guarantee, no confirmation of the bank would be required. However, if SBI advises MDL contrary, the confirmation of the bank guarantee from the local bank would be required to be obtained by the Bidders.



OR

11.9. Foreign bidder shall submit EMD through Foreign Bank by SWIFT mode to MDL Bank SWIFT A/c.No. is SBININBB101

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

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

11.12. **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.**

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

11.14. EMD of successful bidder will be returned after submission of Performance Bank Guarantee and shall be interest free.

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

- a) If the bidder withdraws, amends, impairs or derogates from the tender, agreed conditions of TNC/CNC/PNC in any respect within the period of validity of his offer.
- b) If the successful bidder declines acceptance of order.
- c) If the successful bidder fails or refuses to accept the corrections of the errors pursuant to para 3.4 (a) & (b)

11.16. बयाना राशि जमा करन स छूट/बोली प्रतिज्ञापत्र /EXEMPTION FROM SUBMISSION OF EMD/ BID BOND:

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

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

11.16.3. Firms registered with NSIC under its "Single Point Registration Scheme" (Exemption will apply only to items/services & value up to which bidders are registered with NSIC). To qualify for EMD exemption, firms should necessarily submit valid copy of the Registration Certificate along with the list of items / services for which they are registered, as issued by NSIC, in Part-I offer / bid. Firms in the process of obtaining NSIC registration will not be considered for EMD exemption.

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



11.16.5. 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.

12. कार्य प्रणाली सूची एवं कार्य योजना / Method Statement & Work Plan:

The Bidder shall submit the Method Statement outlining the approach to be adopted for execution of work and its completion within the stipulated time as per the contract. The Method Statement shall be supported by Baseline Programme and Deployment Schedule of manpower and equipment required for successful completion of the work. The programme shall include details of various activities along with its time frame and interdependency of activities if any. The deployment Schedule shall consist of a chart showing deployment of manpower and equipment of various categories commensurate with schedule.

13. अखंडता सन्झौता /INTEGRITY PACT:

13.1. 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.

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

13.3. 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.

13.4. Bidders shall upload the s Integrity Pact duly signed and stamped on all the pages, as per format enclosed at **Enclosure-13** in the online Techno-Commercial Bid (Part-I). The hard copy of the **'INTEGRITY PACT'** shall be submitted in the office of **Technical Services Department, Mazagon Dock Shipbuilders Limited** within **07 Days** after closing of the tender.

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

13.6. 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

14. वधिता अवधि /VALIDITY PERIOD:

14.1. Bids / Offers shall remain valid for a period of not less than **180 Days** after the deadline date of submission.

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

15. निविदाएं खोलनकी प्रक्रिया /OPENING OF BIDS:



15.1. **Part-I (Techno-commercial Bid):** Part-I bid will be opened online on the due tender opening date from 1000 hrs onwards in Technical Services Department. The bidder can view the tender online by logging their user ID on the portal <http://eprocuremdl.nic.in>

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

16. बोलियों का मूल्यांकन/EVALUATION OF BIDS:

16.1. The bids shall be evaluated on “all inclusive basis” considering the rates quoted by the bidders in the Price Bid (Part-II) & applicable GST, taxes quoted by the bidder and other loading parameters transportation, storage, royalties, handling, Custom duties etc., as applicable. In this context please refer **Clause no. 18 & Clause no. 22** of Tender Enquiry Form (TEF) for detailed information.

16.2. Conversion of foreign currency into Indian Rupee shall be made at the selling exchange rate on the date of opening of price bid. If the date of opening of price bid happens to be holiday or nontransaction day, the exchange rate on immediate previous working day will be adopted. These currency conversion rates would be obtained from the website of State Bank of India (SBI).

17. बोली अस्वीकृति करणकी मापदंड /BID REJECTION CRITERIA:

17.1. 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::

17.1.1. Bids received after tender closing date and time.

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

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

17.1.4. Bid not accompanied by Integrity Pact duly signed & stamped by the bidder on each page.

17.2. For the following conditions (other than non-negotiable conditions indicated at **17.1**) equal time & opportunity for submission of deficient techno-commercial documents and clarification shall be given to the bidders. Bidders are required to submit such documents/ clarifications within the duration / date stipulated by MDL, failing which their bids **shall be rejected in following cases:**

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

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

17.2.3. Bidder's failure to submit sufficient or complete details, in case of deficiencies noticed for evaluation of the bids.

17.2.4. Incomplete / misleading / ambiguous bids in the considered opinion of TNC/CNC.

17.2.5. Bids with technical requirements and or terms not acceptable to MDL / Customers / External agency nominated as applicable.

17.2.6. Bids received without pre-qualification documents where required as per the tender.

17.2.7. Bids not meeting the pre-qualification parameters stipulated in the tender enquiry.

17.2.8. Unreasonably longer delivery period quoted by the firm



- 17.2.9. Validity period indicated by bidders is shorter than that specified in the tender enquiry.
 - 17.2.10. Bidders not agreeing to furnish required Security Deposit / Required Contract Performance Guarantee till completion of the supplies / services as per contract.
 - 17.2.11. Bidders not agreeing to furnish Performance Bank Guarantee for Equipment supplied/ Services rendered or not agreeing for retention of equivalent amount by MDL up to the period till completion of contractual & warranty obligations.
 - 17.2.12. The original of the uploaded copy of EMD (DD/BG) not received by MDL
 - 17.2.13. Bidders not agreeing to provide assistance wherever required for installation, STW, HATs, SATs and Training of equipment supplied by them.
 - 17.2.14. In case of blacklisted or banned or de-listed by any Government or quasi Government agencies or PSUs as mentioned in **Clause no: 42**, MDL reserves the right to accept or reject the bid based on the ground/reasons of blacklisted or banned or de-listed.
 - 17.2.15. Bidders not submitting the declaration certificate for Local Content and location of value addition.
 - 17.2.16. Bidders not indicating /not declaring / not specifying the local content percentage or/and location of local value addition in the declaration certificate. **(Refer attached Sample Filled up Form for Filling Enclosure-10(B))**
 - 17.2.17. Bidder submitting incomplete declaration certificate for Local Content or declaration certificate not certified by appropriate authority as per tender. **(Refer attached Sample Form for Filling Enclosure-10(D))**
 - 17.2.18. Non submission of Compliance Certificate w.r.t Land Border Clause as per enclosed format. (Restriction under Rule 144 (xi) of the General Financial Rules (GFRs), 2017)
- 17.3 (a) Either the Indian agent on behalf of the Principal/OEM or Principal/OEM itself bids, but not both bid simultaneously for the same product/item in the same tender in such cases offer of the agent will be liable for rejection.
- (b) Also if an agent submits bid on behalf of the Principal/OEM, the same agent shall not submit a bid on behalf of another Principal/OEM in the same tender for the same item/product.

18. बोलियों को श्रेणीबद्ध करन हेतु भार लादन का मापदंड /LOADING CRITERIA FOR RANKING OF BIDS:

- 18.1. It is desirable that the bidders accept the tender terms & conditions without any deviation. In case of deviations sought by bidders against Payment Terms/other Commercial Terms, the Price Bids of such bidders shall be loaded for ranking of bids to judge the Lowest (L1) bidder as detailed below:
- 18.1.1. It is desirable that the bidder accepts the Terms of Payments indicated in the tender enquiry above. Varied payment terms quoted by indigenous bidders as compared to the terms stated in the Tender document shall be normalized by adopting the Prime Lending Rate of State Bank of India plus 2% thereon on the amount (s) at variation and / or for the period (in no. of days) at variation.
 - 18.1.2. For the additional delivery period sought by the bidder over the stipulated date of delivery as per Tender, 0.50% per completed week may be loaded to the quoted price.
 - 18.1.3. Deviations sought in respect of rate per week and / or maximum ceiling in respect of liquidated damages shall be loaded to the quoted price. For example, the maximum ceiling towards liquidated damages stipulated in the Tender is 5% and the bidder seeks to limit it to, say 3.50% then the price quoted will be loaded by 1.5%. If the rate of LD per week is 0.50% per week or part thereof as per tender and the bidder seeks it as, say, 0.40% per week or part thereof, the maximum ceiling on LD as per tender will first be equated to weeks (10 weeks in this case)



and the rate proposed by the bidder i.e. 0.40% will be multiplied by the so equated maximum period (which works out to 4%) and the quoted price will be loaded accordingly by 1%. Delivery being the essence of the contract, it is desirable that the bidder(s) adhere to the stipulated clause.

- 18.1.4. Conversion of foreign currency into Indian Rupee shall be made at the selling exchange rate on the date of opening of price bid. If the date of opening of price bid happens to be holiday or nontransaction day, the exchange rate on immediate previous working day will be adopted. These currency conversion rates would be obtained from the website of State Bank of India.
- 18.1.5. In case of Foreign Bidders, the applicable Stamp Duty will be paid by MDL and shall be loaded to the quoted price by the Foreign Bidders.
- 18.1.6. Additional loading of prices (A) Towards charges incurred in L/C opening by MDL and (B) Interest for period of 20 days @ base rate of SBI+2% on payment amount shall be considered while evaluating foreign bidders for ranking purpose.
- 18.1.7. Bidder(s) are advised to peruse the loading criteria thoroughly and understand the same. In case of doubt, bidders are required to get clarification on the same prior to submission of their bid(s). Revision of price bids due to reason of lack of clarity on loading factors shall not be allowed.
- 18.1.8. Ranking of bids shall be done on the basis of “all inclusive of taxes, duties & levies”.

19. अनुबंध पर हस्ताक्षर / SIGNING OF CONTRACT AGREEMENT:

- 19.1. MDL issues the Letter of Acceptance to the successful tenderer. MDL will send the tenderer the Contract Agreement pursuant to Volume II, incorporating the understanding between the parties.
- 19.2. Within twenty-eight (28) days of receipt of the Letter of Acceptance, the successful tenderer shall sign and date the Contract Agreement referred above and return it to MDL.
- 19.3. The person signing the Contract Agreement shall be the person as described in para 3.6 above.
- 19.4. **Non Disclosure Agreement** – Successful bidder has to sign Non Disclosure Agreement in proscribed format referred at Enclosure 30.

20. समापन अवधि / DELIVERY PERIOD / COMPLETION SCHEDULE:

20.1. The Completion period for entire work shall be **28 (Twenty Eight) MONTHS from the date of Placement of Purchase Order** excluding mobilization period of 42 days.

The stage wise schedule & grouping cranes is stipulated below:

STAGE 1: Commissioning of crane No. 9,10,11 & 16 (04 cranes)

STAGE 2: Commissioning of crane No. 14 & 17 (02 cranes)

STAGE 3: Commissioning of crane No. 12 & 13 (02 cranes)

S No	Activity	Time lines
1	Submission of drawings related to Civil works (trench requirements, end buffers, anchors, embedment..etc) to MDL for progression of civil work by the MDL civil construction contractor.	Within 2 months after issue of PO



2	Submission of the design and quality assurance Documentation (QAP) to MDL duly approved by TPIA	Within 2 months after issue of PO
3	Submission of quality assurance Documentation (QAP) to MDL duly approved by TPIA.	
4	Shipment of materials/items as per mutually agreed material delivery schedule of stage 1 cranes.	Within 18 months after issue of PO
5	Completion of Erection/Testing, commissioning, Approvals and handing over to MDL for stage- 1 cranes.	22 months after issue of PO
6	Shipment of materials/items as per mutually agreed material delivery schedule of stage 2	Within 20-22 months after issue of PO
7	Completion of Erection/Testing, commissioning, Approvals and handing over to MDL for stage -2 cranes	25 months after issue of PO
8	Shipment of materials/items as per mutually agreed material delivery schedule for stage 3 cranes	Within 23-25 months after issue of PO
9	Completion of Erection/Testing, commissioning, Approvals and handing over to MDL for stage-3 cranes	28 months after issue of PO

20.2. **The Contractor shall submit a Detailed Bar Chart/Work Schedule indicating activities, milestones, deployment of resources/manpower for execution of the work, within 02 Weeks after receipt of the Purchase Order.**

21. लामबन्धी /MOBILIZATION:

21.1. The Contractor shall deploy his manpower within 42 (Forty Two) days from the date of placement of Order.

22. मूल्य निर्धारण /PRICING:

22.1. 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, Custom duties etc. The contractor should produce challans / Invoices of the materials and its quantity brought to the site as and when required by the Client. Insurance shall be arranged by the bidder at their own cost during the currency of the order / contract.

22.2. In case of foreign bidders following shall be applicable:

22.2.1 Overseas bidders shall submit the unconditional order acceptance which is a pre-requisite for opening of L/C.

22.2.2 All the documents should clearly indicate the Purchaser's Order number, Import License Number, Airway Bill / Bill of Lading Number, Insurance Policy number / Insurance Document reference no.

22.2.3 Foreign Bidders must submit the Letter of Credit format duly filled as per enclosure of the tender.

22.2.4 The prices quoted shall remain firm and fixed during currency of the order/ contract.

23. कर और शुल्क /TAXES AND DUTIES:

23.1. Income tax applicable on cost of services rendered in India in relation to the contract, shall be payable by bidders (Indian & foreign).

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



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

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

23.5. 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.

23.6. 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.

23.7. 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.

23.8. 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).

23.9. 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.

23.10. 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).

23.11. **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.

23.11.1 In case of Foreign Bidders, Stamp Duty will be paid by MDL.

23.12. 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.

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

23.14. Taxes and other levies shall be deducted at source, wherever applicable, from the invoices of the Contractor/Bidder as per statutes. In case of TDS of Foreign bidders, the TDS will be deducted from the suppliers bills at the time of remittance of payments.

23.15. Foreign vendors shall submit Tax Residency certificate (TRC) with Part I offer for Services offered in their quote. If no TRC is submitted, then the enhanced Income Tax rate and GST Tax thereon will be considered while determining L-1.

23.16. Any increase/decrease in taxes, duties & levies or introduction of new taxes due to change in the legislation shall be subject to adjustment.

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

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

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

23.20. **LABOUR CESS: (Not applicable for this tender)**

24. भुगतान की शर्तें /TERMS OF PAYMENT:

24.1. MDL payment terms shall be as under:



- 24.1.1. No advance payment shall be made.
- 24.1.2. The payment for work done will be made through RTGS/NEFT/ECS as per the actual quantities of the work executed by stage payments periodically on completion of stages.
- 24.1.3. The invoices must be submitted in four ink signed copies along with the joint measurements taken at site duly approved by the designated representatives of the Technical Services department.
- 24.1.4. The payment against invoices will be made between 15 to 20 days of its receipt in MDL along with all the necessary documents as under:
- Invoice Certification as per **Enclosure- 24**,
 - Joint Measurement sheets duly signed & stamped by MDL,
 - SAP generated work completion certificate indicating deduction if any duly signed & stamped by MDL
 - Copy(s) of invoices of materials,
 - Vendor's self Declaration (Refer Clause 24.1.6) wherever applicable,
 - Certificaion of Disposal of Scrap/ Debris as per **Enclosure-28**
- 24.1.5. Before submission of the final bill, the Contractor should sign and submit the following:
- Actual Local Content Certificate as per Enclosure-10(D) (Not applicable for Foreign Bidders)
 - A "No Claim Certificate" indicating that he has no claim against the company under the contract except as included in the final bill.
- 24.1.6. Payment for the completed activities shall be paid stage wise as under:

Sr. No.	Description	% of Base Price
1	Approval of Design, GA (General Arrangement) Drawings, QAP (Quality Assurance Plan),etc by Third Party Inspection Agency (TPIA)/MDL and receipt of Bank Guarantee for an equivalent amount valid till the completion of stage no 4 and 5.	10
2	On submission of the complete crane detailed assembly drawings, welding procedures, welding plan and NDT plan, fabrication methodology, testing methodology, final technical specifications, etc and receipt of Bank Guarantee for an equivalent amount valid till the completion of stage no 4 and 5.	5
3	On placement of purchase orders for major mechanical, electrical equipment & Structural steel and satisfactory verification of these purchase orders vis-a-vis requirement as per detailed design, by TPIA/MDL and receipt of Bank Guarantee for an equivalent amount valid till completion of stage no 4 and 5.	15
4	On Receipt of major structural items viz; Bogies, Portal, post, frames, etc at MDL site along with all supporting documents, Test Certificates, etc. & due satisfactory inspection by TPIA.	25



5	On Receipt of Electrical & Mechanical equipments & machineries, drives & control system items, etc all complete, at MDL site along with all supporting documents, Test Certificates, etc. & due satisfactory inspection by TPIA	20
6	On Completion of erection of complete crane duly inspected & certified by TPIA.	15
7	On successful completion Testing & commissioning of the crane with due inspection & certification by TPIA and satisfactory taking over by MDL, along with the list of recommended critical spare parts, tools & tackles kit, etc.	10

NOTE:-

- i) If the delivery of the cranes is staggered, payment for the above stages shall be made on the contract price for the individual cranes supplied/delivered at MDL.
- ii) In case of delays in completion of the milestones at sr no 5, the Bank Gaurantee submitted by the contractor will have to be extended accordingly.

24.1.7. **Electronic Invoicing System (EIS):** Contractor whose turnover is more than **Rs. 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.

24.1.8. **Vendor's self-declaration:** Wherever GST is applicable, payment will be released against **e-Invoice**(refer Clause 24.1.6) **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 Rs. 05 Crore as per GST Act**"

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

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

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

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

2. "M1xchange" TReDS platform or by registering on it.
Contact details at "M1xchange" TReDS platform are as below:



+91 9920455374 Ms. AshwathiJayandran email
id ashwathi.jayandran@mlxchange.com
+91 8839915724 Ms. Prinyaka Shah Email id prinyaka.shah@mlxchange.com

24.1.10. **Tender currencies:**

The prices shall be quoted by the tenderer in Indian Rupees (INR) or United States Dollars (USD). Bidder shall specify the tender currency option amongst INR and USD. Indian Bidders are to quote in INR only.

Tenderers may specify their foreign currency requirements in foreign currency and justify that the amounts are reasonable and correspond to actual expectations. Conversion of foreign currency into Indian Rupee shall be made at the selling exchange rate on the date of opening of price bid.

If the date of opening of price bid happens to be holiday or nontransaction day, the exchange rate on immediate previous working day will be adopted. These currency conversion rates would be obtained from the website of State Bank of India (SBI).

24.2. **Foreign Bidders: Payment through LC**

(i) Payment to Foreign Bidders shall be against irrevocable letter of credit (L/C) established through our bankers as per format. L/C will be opened for each stage value of deliverables (Cost of Material including freight & insurance till port of destination i.e. CIF basis) charges for services viz. installation, STW, HAT, SAT etc. shall be against separate irrevocable L/C established through our bankers as per format.

(ii) For opening L/C, suppliers should essentially furnish their acceptance of PO in time. For opening L/C, all charges outside India shall be borne by the Beneficiary (supplier). In case supplier seeks L/C amendment for no fault of MDL or requires confirmation of L/C then all charges towards L/C amendment or confirmation of L/C respectively shall be borne by the supplier.

(iii) L/C will allow payment on timely presentation of documents through bank as mentioned below. Opening of L/C shall be before one month of the schedule for dispatch or before such period as may be discussed and mutually agreed to in the TNC / CNC / PNC. The time limit for opening of L/Cs and / or amendment for L/C shall be 7 days or within such number of days as may be stipulated in purchase order / contract. Delay in opening of L/C can lead to corresponding delay in delivery and hence no LD is applicable on such delayed portion. L/C amendment charges on account of MDL shall be borne by MDL.

Documents for L/C for Deliverables at stage 4 and 5 of TEF Cl. 24.1.6 (for Foreign Bidders only):

- (i) Set of original + 2 copies of signed Invoice showing item-wise prices as per the order.
- (ii) Set of original + 2 copies of signed packing list clearly showing list of items packed.
- (iii) 1 set of original + 2 copies Clean on Board Bill of Lading OR Air Way Bill Made in the name of MDL's bank and marked as freight paid.
- (iv) Set of original + 2 copies Certificate of Approval OR Release Note from MDL nominated inspection agency.
- (v) Certificate of country of origin in original + 2 copies by chamber of commerce for non-naval projects.
- (vi) Original + 2 copies of warranty / guarantee certificate in prescribed format
- (vii) PBG in Original + 2 copies valid till 30 days beyond the stipulated Defect Liability Period of Three years from actual completion of entire work as per agreed terms and



settlement of amounts, if any, by the supplier towards rebates/discounts/deductibles/liquidated damages if any.

(viii) Original + 2 copies of all Manufacturer's Test Certificates (MTCs) / Reports, Drawings, Manuals, Procedures, etc. as relevant to the ordered item.

(ix) Certificate Confirming that supplier has couriered / dispatched --- sets of Non Negotiable Documents comprising of all Test Reports / MTCs, Technical Documents, Drawings, Manuals, Procedures etc. and of Signed Invoices, Packing Lists, Bill of Lading / AWB marked as Freight Paid, Insurance Policy/Document, Freight Paid Certificate MDL nominated Inspection Agency's Certificate of approval, Country of Origin Certificate, Guarantee / Warranty Certificate, Performance Bank Guarantee, directly to MDL.

(x) Original + 2 copies of the certificate issued by the classified society confirming seaworthiness of the vessel and that the shipment is made on vessels of not more than 15 years vintage.

(xi) Certificate issued by MDL confirming that the delivery is made in time and no liquidated damages / penalty is applicable OR in case of delays, admissible amount of liquidated damages / penalty will be specified by MDL in this certificate for reduction of equal amount from supplier's invoice. (MDL will issue this certificate generally by email immediately on receipt of signed copy of invoice, packing list, approval certificate of the nominated inspection agency, copies of B/L or AWB marked as Freight Paid, Insurance Policy / Document, Freight Paid Certificate or any other acceptable documents confirming dispatch on CIF basis).

(xii) Certificate confirming that the shipping instructions (inclusive of packing) have been followed while packing / shipment and forwarding of details for Freight & Insurance to MDL.

Please refer TEF Cl. 24.1.6 for submission of requisite Documents for L/C for Deliverables at stage 1 to 3 and 6 to 7 of TEF Cl. 24.1.6 (for Foreign Bidders only)

25. वृद्धि/ESCALATION: (Not applicable for this tender)

26. परिनिर्धारित हर्जाना /LIQUIDATED DAMAGES:

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

26.2. 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.

26.3. For foreign bidders, the order would be placed on CIF basis. Hence the date of 'Bill of Lading' shall be considered for LD purpose. The risk and ownership shall be transferred on CIF basis.

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

27.1. The defect liability period shall be **Three Years** from the date of actual completion of entire work.



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

27.3. 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.

27.4. In case of any defects/ malfunctioning of the installed cranes is noticed during the Defect Liability Period, the Contractor shall have to attend the same within 24 hours of notification by MDL. Delays in attending the defects within stipulated time period without any justifiable reason on part of the Contractor may attract suitable action including forfeiture of Performance Bank Guarantee (PBG).

28. अनुबंध निष्पादन गारंटी /CONTRACT PERFORMANCE GUARANTEE

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

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

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

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

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

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

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

28.6. The Performance Bank Guarantee will be returned only after expiry of the 30 Days beyond the stipulated Defect Liability Period of Three 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.



28.7. Foreign bidder shall submit PBG through Foreign Bank by SWIFT mode to MDL Bank SWIFT A/c. No. is SBININBB101.

29. जलरोधी गारंटी /WATERPROOFING GUARANTEE:(NOT APPLICABLE FOR THIS TENDER)

30. जल रिसाव क खिलाफ बैंक गारंटी/ BANK GUARANTEE AGAINST WATER LEAKAGE: (NOT APPLICABLE FOR THIS TENDER)

31. बीमा / INSURANCE:

31.1. The Contractor has to keep MDL indemnified against any claims by purchasing **CONTRACTOR'S ALL RISK** insurance policy for the full value of the Contract from any Insurance Company of repute. Insurance shall be arranged by the bidder at their own cost during the currency of the order / contract.

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

31.3. 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.

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

31.5. 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.

32. ठगदर का दायित्व /CONTRACTOR'S OBLIGATION:

32.1. Bidder shall abide by all Terms of Tender Enquiry (TEF), General Conditions of Contract (GCC), Particular conditions of Contract (PCC) of FIDIC and respective acceptance formats **are to be filed 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.

32.2. In respect of Minimum Wages Act, following is applicable:

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

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

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

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



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

32.3.1. Bidder has withdrawn / modified / amended /impaired / derogated from the tender during the period of bid validity

32.3.2. Bidder fails or refuses to execute the contract upon notification of acceptance of bid by the Purchaser during the period of bid validity.

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

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

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

34.1. All works shall be carried out and measured as per specifications and standard Engineering practice and mode of measurements, conforming to the relevant IS/ International code. The Contactor 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.

34.2. 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.

34.3. 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.

34.4. 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.

34.5. 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.

34.6. 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.

34.7. Contractor shall be responsible for procuring all the materials required for manufacturing of cranes. 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.



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

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

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

35. प्रगति रिपोर्ट /PROGRESS REPORT:

35.1. 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 last day of every month, a detailed progress report giving the progress of the works during the completed month and also indicating the up to date progress of the work.

35.2. 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.

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

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

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

35.6. 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.

36. स्थापना, परीक्षण और कमीशन कर्तव्य /ASSISTANCE FOR INSTALLATION, TESTING, COMMISSIONING AND OTHER SUCH TECHNICAL ACTIVITIES:

36.1. **Power:** Power, if available and required by the Contractor, may be supplied in single phase or three phases, at a single nearby source free of cost. The contractor shall make his own arrangement for electrical fittings, cables/wires, welding transformers, etc. at his own cost.

36.2. **Water:** Water, if available, and required by the Contractor, may be supplied by MDL free of cost. However, the contractor shall make his own arrangement for connecting lines, storage etc. at his own cost.

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



36.4. **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.

36.5. **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.

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

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

37.1.1. Rates derived from similar items of this Contract.

OR

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

OR

37.1.3. Rates mutually agreed to.

37.2. Growth of work in the quantities of items in the BOQ is permitted at the same rates provided the total value of the growth does not exceed 25% of the original order value and the growth in individual quantities of items is within 100% of Original Order quantity. The same is binding to the contractor and the contractor shall execute the same at the specified rate in the Purchase Order for that item.

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

37.3.1. Finalisation of rates for extra items.

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

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

38. बाधा / HINDRANCE:

38.1. 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.

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

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

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

38.2.3. Delay by Inspection Agency/ Customer

38.2.4. Delay on account of specialist services

38.2.5. Non performance by the Contractor

38.2.6. Delinquency by the vendor

38.2.7. Force Majeure

38.2.8. Any other relevant reason



38.3. 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.

38.4. 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.

38.5. 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.

38.6. 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.**

39. कचराहटाना /DEBRIS REMOVAL/ स्वच्छता/HOUSEKEEPING:

39.1. Debris generated during execution of work shall be promptly disposed off outside MDL. Also, during dignitary visits, temporary works materials, debris etc. shall be shifted suitably without any additional cost to MDL.

39.2. 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.

39.3. 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.

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

40. सुरक्षा और प्रशिक्षण /SAFETY AND TRAINING:

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

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

40.3. 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.

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



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

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

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

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

41.1. 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.**

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

42.1. The Bidder / Contractor declares that they being Proprietors / Directors / Partners have not been any time individually or collectively blacklisted or banned or de-listed by any Government or quasi Government agencies or PSUs. If a Tenderer's entities as stated above have been blacklisted or banned or de-listed by any Government or quasi Government agencies or PSUs, this fact must be clearly stated in the prescribed format **online** at **Enclosure11**. Filling the information in the said format is Mandatory for every Tenderer. MDL reserves the right to ask for additional information and right to accept /reject the bid.

43. मूल्य वरीयता /PRICE PREFERENCE:

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

44. सार्वजनिक खरीद नीति (मक़्क़ इन् इंडिया को प्राथमिकता) दश 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:

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

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

Note:

a) The local content can be increased by vendors through partnerships, cooperation with local companies, establishing production units in India or Joint Ventures (JV) with Indian suppliers, increasing the participation of local employees in services and training them.



- 44.1.2. **Class-I Local Supplier:** means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for 'Class-I Local Supplier' under this Order.
- 44.1.3. **Class-II Local Supplier:** means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for 'Class-II Local Supplier' but less than that prescribed for 'Class-I Local Supplier' under this Order.
- 44.1.4. **Non-Local Supplier:** means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than that prescribed for 'Class-II Local Supplier' under this Order.
- 44.1.5. **Minimum Local Content:** The 'Local Content' requirement to categorize a supplier as 'Class-I Local Supplier' is minimum 50%. For 'Class-II Local Supplier', the 'local content' requirement is minimum 20%.
- 44.1.6. **L1:** means the lowest tender or lowest bid or lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.
- 44.1.7. **Margin of Purchase Preference:** means the maximum extent to which the price quoted by a Class-I Local Supplier may be above the L1 for the purpose of purchase preference. The margin of purchase preference shall be 20%.

Note:

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

44.2. **Purchase Preference (PP):**

In the procurement of goods, Services 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 the following procedure:

- i) Among all qualified bids, the lowest bid will be termed as L1. If L1 is "Class-I Local Supplier", the contract for the full quantity will be awarded to L1.
- ii) If L1 is not 'Class-I Local Supplier', then the Class I local supplier (L1+20%) whose price falls within the margin of purchase preference under PPP MII order 2017 will be invited to match the L1 price in the order of ranking of class I Local supplier and the contract shall be awarded to such "Class-I Local Supplier" who first matches the L1 price.
- iii) In case, none of the "Class-I Local Supplier" is within the margin of purchase preference or do not agree to match the L1 price, the contract may be awarded to the L1 bidder.

44.3. **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.

44.4. **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 exceed required local content specified in tender. This declaration is necessary even if Custom Duty Exemption and / or ERV (if applicable) are not being sought. Certification as under is to be submitted mandatorily in technical Offer-Part-I bid.

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

- ii) **Bidders to be noted that once the declaration / certification is committed at tender submission stage, the same cannot be altered subsequently at technical negotiation stage or after award of contract otherwise would be treated / considered as false declaration by bidder and necessary action shall be initiated as per Para 44.6 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 possess the capability, then it shall perform the verification. However, if in the opinion of MDL matter needs to be dealt at higher level, then the complaint shall be referred to Nodal Ministry and their fees / expenses / charges applicable as per the Nodal Ministry, if any, shall be borne by the complainant. MDL is authorized to prescribe fees for handling complaints under revised PPP MII 2017 Order. The fees for filing a complaint under the order shall be Rs. 10,000/- per case. The complaint shall be filed to the Chairman, Public Grievance Cell. The fee shall be deposited by complainant in MDL's Account by NEFT.

- v) On scrutiny of offer, if all the bidders participating in the tender happen to have either not submitted the declaration certificate or not declared /specified the local content percentage in the declaration certificate or specified local content lower than the minimum local content requirement as per the tender, the subject tender shall be cancelled & matter shall be taken up with Ministry through MDL Nodal Executive. Meanwhile, retendering may be done without applying the provisions of said Order for need fulfillment of MDL.



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

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

- i) MDL has right to negotiate with L1 bidders on the quoted prices. However, it shall be ensured that Local Content percentage as declared by the vendor is maintained or increased but not reduced.
- ii) After the contract is awarded and the supplies are completed, the supplier shall provide a "Local content certificate" **Enclosure-10(D)**, declaring the actual Local content percentage achieved while executing the contract. In case of failure to provide Local Content Certificate for the executed order within reasonable time, the issue be referred for debarment.

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

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

44.6. **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.

45. सामान्य वित्तीय नियमों का नियम 144 (xi) का अहत प्रतिबन्ध/ Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017:

45.1. 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.

45.2. "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.



- 45.3. "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.
- 45.4. The beneficial owner for the purpose of **45.3** above will be as under:
- 45.4.1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(S), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.
Explanation---
- a) "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;
 - b) "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements.
- 45.4.2. In case of a partnership firm, the beneficial owner is the natural person(S) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
- 45.4.3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
- 45.4.4. Where no natural person is identified under **(45.4.1)** or **(45.4.2)** or **(45.4.3)** above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
- 45.4.5. In case of a trust, the identification or beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- 45.5. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- 45.6. 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.
- 45.7. The registration shall be valid at the time of submission of Bid and at the time of acceptance of Bid.



- 45.8. If the bidder was validly registered at the time of acceptance/ placement of order, registration shall not be relevant consideration during contract execution.
- 45.9. Notwithstanding anything contained in these Rules, Department of Expenditure may by order in writing, impose restrictions, including prior registration and/ or screening, on procurement from bidders from, or bidders having commercial arrangements with an entity from, a country or countries, or a class of countries' on grounds of defence of India, or matters directly or indirectly related thereto including national security; no procurement shall be made in violation of such restrictions.
- 45.10. 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)**

46. सार्वजनिक शिकायत कक्ष /PUBLIC GREIVANCE CELL

- 46.1. 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**

47. विवादसमाधान तंत्र/DISPUTE RESOLUTION MECHANISM(DRM) and मध्यस्थता /ARBITRATION:

47.1. Dispute Resolution Mechanism:

- 47.1.1. Any dispute/differences between the parties arising out of and in connection with the contract shall be settled amicably by mutual negotiations.
- 47.1.2. In case of non-settlement by **(47.1.1)** above, if at any time, before, during or after the contract period any unsettled claim, dispute or difference arose between the parties, upon or in relation to or in connection with or in any way touching or concerning this tender/agreement/order/contract, the same shall be referred to the concerned Functional Director.
The Functional Director shall then nominate an Executive of the rank of General Manager whom he thinks fit and competent or a Committee of Executives who/which shall then scrutinise the claims/disputes that have been referred to the concerned functional Director and make efforts for amicable settlements by mutual discussions/negotiations.
- 47.1.3. In case no amicable settlement is arrived by **(47.1.2)** above within a period of three months, then the contractor shall approach Public Grievance Cell and address the disputes as per the provisions made under the relevant clause of the contract.
- 47.1.4. In case the issues/disputes do not get settled within a period of six months from the date of submission of the dispute to the Grievance Cell, then the contractor may invoke Arbitration Clause of the contract.

47.2. Arbitration clause applicable to CPSUs:

- 47.2.1. In the event of any dispute or difference between the parties hereto, such disputes or differences shall be resolved amicably by mutual consultation or through the good offices or empowered agencies of the Government. If such resolution is not possible, then the unresolved dispute or difference shall be referred to arbitration by Permanent Machinery of Arbitrators in the Bureau of Public Enterprises in terms of Office Memorandum No.15/9/86-BPE(FIN) dated 30.03.1989 issued by the Ministry



of Industry, Bureau of Public Enterprises and as modified from time to time. The Arbitration and conciliation Act 1996 shall not be applicable to arbitration under this clause. The Arbitrators' fee and cost incurred in arbitration shall be borne equally by both the parties.

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

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

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

47.3. Arbitration clause applicable to non-CPSUs:

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

48. अधिकार क्षेत्र/JURISDICTION:

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

49. समाप्ति /TERMINATION:

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

49.2. TERMINATION OF CONTRACT FOR INSOLVENCY - If the supplier becomes bankrupt or becomes otherwise insolvent or undergoes liquidation or loses substantially the technical or financial capability (based on which he was selected for award of contract), at any time, the contract may be terminated, by giving a written notice to the supplier, without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to MDL.

50. एमडीएल का अधिकार /MDL's RIGHT:



50.1. 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.

51. बोलीदाताओं / एजेंटों के बीच हितों का टकराव / Conflict of Interest among Bidders/ Agents:

51.1. 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.

Bidder shall submit duly filled, signed and stamped Enclosure 29 in this regard.

52. विनिमय दर भिन्नता / Exchange Rate Variation (ERV) Clause:

In case of global competition, indigenous bidders quoting imported component should clearly state FE content and rate of exchange in their bids. Exchange rate variation applicable on the date of Bill of lading/contractual delivery if bill of lading is delayed whichever is earlier shall be reimbursed subject to submission of proof and limited to FE content in their offer/actual whichever is less. FE variation upto +/- 5% to be absorbed by either side. FE Variation only on the percentage beyond +/- 5% (i.e. upward & downward) at the time of actual import shall be reimbursed/recovered by MDL. No ERV shall be payable on the portion of contract price paid to the contractor as an interest free advance. Wherever stage payment, if any, is allowed with reference to procurement of bulk material, ERV will be limited to the date of such procurement or upto a date three months before scheduled delivery whichever is earlier.

The following documents are required for claiming ERV.

- (a) A bill of ERV claim enclosing worksheet.
- (b) Banker's Certificate / debit advice detailing FE paid & Exchange rate, date of the transaction.
- (c) Copies of import orders placed on the suppliers.
- (d) Invoice of supplier for the relevant import orders.

Bidders to note the following about FE Content:

- (i) If sought by MDL, bidders shall declare line item wise FE & custom duty duly self-certified. Such declared custom duty percentage will only be considered for arriving local content
- (ii) If there is variation in declared custom duty percentage and the actuals, the consequence shall be borne by the bidder including penalty, if any.



53. बुक परीक्षण खंड / Book Examination Clause (BEC) :

In case it is found to the satisfaction of MDL that the Supplier has engaged an Agent or paid commission or influenced any person to obtain the contract as described in clauses relating to Agents/Agency Commission and penalty for use of undue influence, the supplier, on a specific request of MDL shall provide necessary information/inspection of the relevant financial documents/information.

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

54. टाइ ब्रेकर / Tie Breaker:

In case multiple vendors quote same price, under such situation, following action in given sequence shall be done: (a) Supplementary bid asking for discount to be obtained. (b) Lottery option to be exercised after above option is not conclusive.

55. डमरुज / Demurrage:

In case there is a delay in clearance of consignment and demurrage charges are applicable, and the demurrage is on account of delayed receipt of documents from Supplier, accordingly the amount will be recovered from the Supplier's bills.

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

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

DGM/HOD (TS-Comm)
Technical Services Department

**Enclosures:**

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



35.	Enclosure-32		FIDIC – GCC & PCC (Attached Separately)
36.	Enclosure-33		Appendix – FIDIC GCC & PCC (Attached separately)
37.	SAMPLE FORMAT	-	SAMPLE FORMAT FOR FILLING ENCLOSURE-10 (B) OF TENDER
38.	Statutory requirements & Safety clause	-	To be downloaded from our website www.mazagondock.in
39.	Procedure for security passes	-	To be downloaded from our website www.mazagondock.in



Enclosure-1

FORM OF UNDERTAKING TO BE FURNISHED BY THE BIDDER

(To be typed on Bidder's Letterhead)

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

Sir,
Sub: Design, Manufacturing, Class Approval, Supply, Installation, Testing and Commissioning of 08 New LL Cranes at MDL.
Ref: MDL Tender Enquiry No. 1900000171

1. Having visited the site and having examined the General Conditions of Contract, Particular Conditions of Contract, Technical Specifications, Drawings 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, Particular Conditions of Contract, Technical Specifications, Drawings and Bill of Quantities for the sum stated in Bill of Quantities included in this Tender Document for such other sum as may be ascertained in accordance with the said conditions of Contract.
2. We undertake to complete and deliver the whole of the works comprised in the Contract within the time stated in this tender.
3. We have independently considered the amount of Liquidated damages indicated in the tender and agree that it represents a fair estimate of the loss likely to be suffered by you in the event of the work(s) not being completed in time.
4. If our Tender is accepted, we will, when required, obtain the guarantees from a Bank (to be approved by you) to be jointly and severally bound with us for the sum named in the tender for the due performance of the Contract under the terms of a Bond to be approved by you.
5. The Contractor's All Risk Policy for the full value of the Contract valid till the completion period will be obtained by us in the joint names of Mazagon Dock Shipbuilders Limited and ourselves.
6. We agree to abide by this Tender for the period of **180 Days** from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiry of this period.
7. Unless and until a formal Agreement or Order is prepared and executed, this tender together with your written acceptance thereof, shall constitute a binding Contract between us.
8. We understand that if our Tender-Bid is accepted, we are to be jointly and severally responsible for the due performance of the Contract.
9. We understand that you are not bound to accept the lowest or any Tender you may receive.
10. We undertake to comply with the Anti-profiteering provisions of GST Act 2017 and we will pass on the benefits from reduction in the rate of Tax/input Tax credit if any, to MDL and there will be no liability on MDL on account of GST/Input Tax Credit.

Dated this _____ day of _____ (year)

Signature _____ in the capacity of _____

duly authorised to sign Tenders for and on behalf of _____

(IN BLOCK CAPITALS)

Witness:

Signature _____ Address of Witness _____

Name _____ Occupation _____

**TENDER ENQUIRY (TEF) ACCEPTANCE FORM**

To,
MAZAGON DOCK SHIPBUILDERS LIMITED
TECHNICAL SERVICES DEPARTMENT

TENDER ENQUIRY No. 1900000171

TEF CLAUSE NO.	TENDERER'S REMARK	TEF CLAUSE NO.	TENDERER'S REMARK	TEF CLAUSE NO.	TENDERER'S REMARK
	ACCEPTED/ DEVIATION		ACCEPTED/ DEVIATION		ACCEPTED/ DEVIATION
1		19		37	
2		20		38	
3		21		39	
4		22		40	
5		23		41	
6		24		42	
7		25	Not Applicable	43	
8		26		44	
9		27		45	
10		28		46	
11		29	Not Applicable	47	
12		30	Not Applicable	48	
13		31		49	
14		32		50	
15		33		51	
16		34		52	
17		35		53	
18		36		54	
				55	

COMPANY'S NAME & ADDRESS :

SIGNATURE:

DATE:

NAME:

DESIGNATION:

TENDERER'S COMPANY

SEAL:

NOTES :

- Bidder(s) should carefully read the Tender Enquiry Terms & Conditions (TEF) included in the tender prior to filling up this acceptance format.
- Bidder(s) should indicate Accepted/ Deviation Taken for each clause number in the above table.
- 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**.
- 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.

**FIDIC - GENERAL CONDITIONS OF CONTRACT (GCC) ACCEPTANCE FORM**

To,
MAZAGON DOCK SHIPBUILDERS LIMITED
TECHNICAL SERVICES DEPARTMENT

TENDER ENQUIRY No. 1900000171

GCC CLAUSE NO.	TENDERER'S REMARK	GCC CLAUSE NO.	TENDERER'S REMARK	GCC CLAUSE NO.	TENDERER'S REMARK
	ACCEPTED/ DEVIATION		ACCEPTED/ DEVIATION		ACCEPTED/ DEVIATION

COMPANY'S NAME & ADDRESS :

SIGNATURE:

DATE:

NAME:

DESIGNATION:

TENDERER'S COMPANY

SEAL:

NOTES :

1. Bidder(s) should carefully read the FIDIC- General Conditions of Contract (GCC) 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**.



1. Bidder(s) should carefully read the FIDIC – Particular Conditions of Contract (PCC) 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**.



TENDER ENQUIRY No. 1900000171

DEVIATIONS FROM CONDITIONS OF TENDER ENQUIRY FORM

All deviations from the Conditions of Tender Enquiry Form 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 _____



TENDER ENQUIRY No. 1900000171

Enclosure-6**Financial Information of Bidder***(To be typed on Bidders Letterhead & submitted)*

Description	FY 2019-20	FY 2020-21	FY 2021-22	Average Annual Turnover
	₹	₹	₹	₹
	X	Y	Z	(A) = (X+Y+Z)/3
Gross Annual Turnover of Works				

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

Signature of Chartered Accountant
with Seal

Signature and Seal of the Bidder



TENDER ENQUIRY No. 1900000171

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

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

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

CALCULATION OF WORKING BID CAPACITY(a) Working Bid Capacity = $[AxNx2]-B$, where

- i. **A** = Average Annual Turnover of the bidder for the last Three Years (ending 31st March, 2022) from works
- ii. **N** = Number of years prescribed for completion of work for which bids have been invited = **2.33 (28 Months)**.
- iii. **B** = Value of existing commitments and on-going works to be completed (for all the Clients of the Bidder) during the period of Completion of Work for which bids have been invited, duly certified by chartered Accountant.

Working Bid Capacity = ₹ _____

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

Signature of Chartered Accountant
with Seal

Signature and Seal of the Bidder



TENDER ENQUIRY No. 1900000171

PARTICULARS OF EXPERIENCE IN SIMILAR PROJECTS

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

Sir,

Sub: Design, Manufacturing, Class Approval, Supply, Installation, Testing and Commissioning of 08 New LL Cranes at MDL.

Ref: MDL Tender No. 1900000171

With reference to the above and after having read the terms & conditions in the Tender Enquiry, we wish to submit our bid for consideration of pre-qualification under **Clause 7.1.1/7.1.2/7.1.3** (*strike out whichever is not applicable*) of the tender. The details of similar projects as stipulated in the tender enquiry form and completed satisfactorily by us are as under:

Clause 7.1.1: Three numbers level luffing single/ double jib cranes of minimum capacity 25 T at jib radius of minimum 30 m

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

OR

Clause 7.1.2: Two numbers level luffing single/ double jib cranes of minimum capacity 40 T at jib radius of minimum 35 m

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

OR

Clause 7.1.3: One number level luffing single/ double jib cranes of minimum capacity 60 T at jib radius of minimum 35 m

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-10 (B)

DECLARATION CERTIFICATE FOR LOCAL CONTENT

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

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

**IN RESPECT OF BID/ TENDER No. 1900000171
ISSUED BY: MAZAGON DOCK SHIPBUILDERS LIMITED**

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

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have read and understood the requirement of local content (LC) and same is specified as percentage calculated in accordance with the definition provided at clause 2 of revised Public Procurement (preference to Make in India) Order2017.

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

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

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

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

Attach separate sheet duly signed if space is not sufficient

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

- (e) I accept that the Procurement Authority / Institution / MDL / Nodal Ministry has the right to request that the local content be verified in terms of the requirements of revised Public Procurement(preference to Make in India)Order2017 dtd16.09.2020 and I shall furnish the document / information on demand. Failure on my part to furnish the data will be treated as false declaration as per PPP MII Order 2017. In case of contract being awarded, I undertake to retain the relevant documents for 7 years from date of execution.



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

SIGNATURE of the Bidder:_____

DATE:_____

Seal / Stamp of Bidder

SIGNATURE:(TO BE SIGNED BY AUTHORISED SIGNATORY STRICTLY AS PER TEF CLAUSE NO. 44.4.i) & STAMPED-VIZ; STATUTORY AUDITOR OR COST AUDITOR OF THE COMPANY (IN CASE OF COMPANIES)OR FROM A PRACTICING COST ACCOUNTANT OR PRACTICING CHARTED ACCOUNTANT (IN RESPECT OF SUPPLIER OTHER THAN COMPANIES)



ACTUAL LOCAL CONTENT CERTIFICATE

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

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

**IN RESPECT OF CONTRACT No./ PO No. 1900000171.
ISSUED BY: MAZAGON DOCK SHIPBUILDERS LIMITED**

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

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

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

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

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

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

(d) I accept that the Procurement Authority / Institution / MDL / Nodal Ministry has theright to request that the local content be verified in terms of the requirements of revised Public Procurement(preference to Make in India)Order2017 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)Order2017,may result in the Procurement Authority / Nodal Ministry / MDL imposing any or all of the remedies as provided for in Clause 9 of the Revised Public Procurement (preference to Make in India) Order 2017 dated 16.09.2020.



SIGNATURE of the Bidder:_____

DATE:_____

Seal / Stamp of Bidder

SIGNATURE: (TO BE SIGNED BY AUTHORISED SIGNATORY STRICTLY AS PER TEF CLAUSE NO. 44.5 i) & STAMPED-VIZ; STATUTORY AUDITOR OR COST AUDITOR OF THE COMPANY (IN CASE OF COMPANIES) OR FROM A PRACTICING COST ACCOUNTANT OR PRACTICING CHARTED ACCOUNTANT (IN RESPECT OF SUPPLIER OTHER THAN COMPANIES)



TENDER ENQUIRY No. 1900000171

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**



TENDER ENQUIRY No. 1900000171

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. 42 of the Tender and hereby declare that I/ we have not been debarred by any Government or quasi Government agencies or PSU's under Public Procurement Policy (PPP) Make In India (MII) order 2017, GeM and CPPP.

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

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

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

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

Sir,

Sub: Design, Manufacturing, Class Approval, Supply, Installation, Testing and Commissioning of 08 New LL Cranes at MDL.

Ref: MDL Tender No. 1900000171

With reference to **Clause no: 42** (Banned Or De-Listed Tenderer/ Firms / Vendors), referred Tender Enquiry, We declare the Information as below.

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

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

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

Sl	Name of Client	Name of Project / Work	Status

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

Signature of Contractor:

Name and Address:

Place:

Date:

Official Seal

**Enclosure-12**

MAZAGON DOCK SHIPBUILDERS LIMITED
DOCKYARD ROAD
MUMBAI - 400010

TENDER ENQUIRY No. 1900000171

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
SWIFT CODE		SBININBB101
MICR/NECS CODE		400002120
INCOME TAX PAN NO		AAACM8029J
INCOME TAX TAN NO		MUMMO2076E

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. Security Deposit/Performance Bank Guarantee etc	Amount Remitted (₹)

Signature of Bidder

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

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



MDL Tender No. 1900000171

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 Standard Terms & Conditions (STAC) and General Terms & Conditions (GT&C) in respect of procurement contracts for goods, services and civil works.
- (2) If the Principal/Buyer obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti Corruption Laws of India, or it there be a substantive suspicion in this regard, the Principal/Buyer shall inform the Chief Vigilance Officer, MDL and in addition can initiate disciplinary actions.

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**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 Standard Terms and Conditions (STAC) and General Terms and Conditions (GT&C) in respect of procurement contracts for goods, services and civil works.
- (2) The Bidder(s)/Contractor(s) shall not instigate third persons to commit offences outlines above or be an accessory to such offences.

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

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

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

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

Section 4 – Sanctions for Violation :

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

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- 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.

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

Section 5 - Previous Transgression:

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

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

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

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

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

Section 8 - Independent External Monitor/Monitors:

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

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- (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

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

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

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

Witness 1:

(Name & Address)

Witness 1:

(Name & Address)

**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:
- If one is a subsidiary of the other.
 - If the Director(s), Partner(s), Manager(s) or Representative(s) are common;
 - If management is common;
 - If one owns or controls the other in any manner;
- c) 'Competent Authority' and 'Appellate Authority' shall mean the following:
- 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 months time, the Competent Authority may extend the period of suspension by another three months, during which period the investigations must be completed.



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

- 6.1 If the security consideration, including questions of loyalty of the Agency to the State, so warrants;
- 6.2 If the Director / Owner of the Agency, proprietor or partner of the firm, is convicted by a Court of Law for offences involving moral turpitude in relation to its business dealings with the Government or any other public sector enterprises or MDL, during the last five years;
- 6.3 If there is strong justification for believing that the Directors, Proprietors, Partners, owner of the Agency have been guilty of malpractices such as bribery, corruption, fraud, substitution of tenders, interpolations, etc;
- 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/OTS, HOD (M), 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:
- 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.
 - To recommend for issue of show-cause notice to the Agency by the concerned department.
 - To examine the reply to show-cause notice and call the Agency for personal hearing, if required.
 - 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:
- For exonerating the Agency if the charges are not established;
 - For removing the Agency from the list of approved Suppliers / Contractors, etc.
 - 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.
-



TENDER ENQUIRY No. 1900000171

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**



TENDER ENQUIRY No. 1900000171

PROFORMA BANK GUARANTEE FOR BID BOND / EMD

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

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

2. We, Bank further agree that the Company shall be sole judge whether the said tenderer has failed to perform or fulfil the said tender in terms thereof or committed breach of any terms and conditions of the tender the extent of loss, damage, cost, charges and expenses suffered or incurred or would be suffered or incurred by the Company on account thereof and we waive in the favor 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 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
or the person authorized to sign)

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

**Enclosure-16**

TENDER ENQUIRY No. 1900000171

PROFORMA FOR PERFORMANCE BANK GUARANTEE

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

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

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

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

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

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

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



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

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

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

For Bank
(by its constituted attorney)

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

**Enclosure-19**

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

Sub: Design, Manufacturing, Class Approval, Supply, Installation, Testing and Commissioning of 08 New LL Cranes at MDL.

Ref: MDL Tender No.1900000171

S.N.	Item Description	Unit	Qty	Rate (₹ or \$)	Amount (₹ or \$)
	LL Crane 15/5 T				
1	Designs of crane as per specification and its approval from 'classification society'	No.	1.00		
2	Fabrication of crane structure and assemblies along with manufacturing of mechanical & electrical/ electronic components, software if applicable,	No.	1.00		
3	Cost towards 3rd party inspection agency and also statutory approvals/compliances	No.	1.00		
4	Transportation of cranes at MDL site including packaging, handling, forwarding and insurance	No.	1.00		
	Taxes and Duties				
5	Import item/Custom Duty (if any)	No.	1.00		
6	Applicable GST (Presently)	No.	1.00		
7	Others if any, Bidders may specify	No.	1.00		
8	Cost of Installation, erection, testing and commissioning of the crane	No.	1.00		
	Total Amount (A)				
	LL Crane 20/7.5 T				
9	Designs of crane as per specification and its approval from 'classification society'	No.	1.00		
10	Fabrication of crane structure and assemblies along with manufacturing of mechanical & electrical/ electronic components, software if applicable,	No.	1.00		
11	Cost towards 3rd party inspection agency and also statutory approvals/compliances	No.	1.00		
12	Transportation of cranes at MDL site including packaging, handling, forwarding and insurance	No.	1.00		
	Taxes and Duties				
13	Import item/Custom Duty (if any)	No.	1.00		
14	Applicable GST (Presently)	No.	1.00		
15	Others if any, Bidders may specify	No.	1.00		



16	Cost of Installation, erection, testing and commissioning of the crane	No.	1.00		
	Total Amount (B)				
	LL Crane 25/5T				
17	Designs of crane as per specification and its approval from 'classification society'	No.	4.00		
18	Fabrication of crane structure and assemblies along with manufacturing of mechanical & electrical/ electronic components, software if applicable,	No.	4.00		
19	Cost towards 3rd party inspection agency and also statutory approvals/compliances	No.	4.00		
20	Transportation of cranes at MDL site including packaging, handling, forwarding and insurance	No.	4.00		
	Taxes and Duties				
21	Import item/Custom Duty (if any)	No.	4.00		
22	Applicable GST (Presently)	No.	4.00		
23	Others if any, Bidders may specify	No.	4.00		
24	Cost of Installation, erection, testing and commissioning of the crane	No.	4.00		
	Total Amount				
	Grand total for 4 cranes [C]				
	LL Crane 50/10T				
25	Designs of crane as per specification and its approval from 'classification society'	No.	1.00		
26	Fabrication of crane structure and assemblies along with manufacturing of mechanical & electrical/ electronic components, software if applicable,	No.	1.00		
27	Cost towards 3rd party inspection agency and also statutory approvals/compliances	No.	1.00		
28	Transportation of cranes at MDL site including packaging, handling, forwarding and insurance	No.	1.00		
	Taxes and Duties				
29	Import item/Custom Duty (if any)	No.	1.00		
30	Applicable GST (Presently)	No.	1.00		
31	Others if any, Bidders may specify	No.	1.00		
32	Cost of Installation, erection, testing and commissioning of the crane	No.	1.00		
	Total Amount (D)				
	LL Crane 60/5T				



33	Designs of crane as per specification and its approval from 'classification society'	No.	1.00		
34	Fabrication of crane structure and assemblies along with manufacturing of mechanical & electrical/ electronic components, software if applicable,	No.	1.00		
35	Cost towards 3rd party inspection agency and also statutory approvals/compliances	No.	1.00		
36	Transportation of cranes at MDL site including packaging, handling, forwarding and insurance	No.	1.00		
	Taxes and Duties				
37	Import item/Custom Duty (if any)	No.	1.00		
38	Applicable GST (Presently)	No.	1.00		
39	Others if any, Bidders may specify	No.	1.00		
40	Cost of Installation, erection, testing and commissioning of the crane	No.	1.00		
	Total Amount [E]				
NET TOTAL OF ALL 8 CRANES INCLUDING TAXES & DUTIES					

**Enclosure-20**

TENDER ENQUIRY No. 1900000171

LIST OF TENDER DRAWINGS

SR.NO.	DRAWING NO	DRAWINGS
1.	TS/CV/SY/CRANE/TRK-001	Existing Layout Plan of Crane Track No. 09,10 & 11 – South Yard
2.	Nil	LLC in North Yard
3.	Nil	Plan view of LL Crane #09
4.	Nil	Plan view of LL Crane #10
5.	Nil	Plan view of LL Crane #11
6.	Nil	Level Luffing Crane No.12 Layout
7.	Nil	Level Luffing Crane No.13 Layout
8.	Nil	Level Luffing Crane No.16 Layout



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



TENDER ENQUIRY No. 1900000171

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.



माझगांवडॉकशिपबिल्डर्सलिमिटेड
तकनीकी सेवाएँ विभाग
INVOICE CERTIFICATION

HOD (TS-Comm)

Ref No.:

Date:

Firm's Name: M/s. _____

RA Bill No: _____

A. Contract Details:

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

B: Invoice Details:

1. Firms Invoice No: _____ dated _____
2. Period of Work: From _____ To _____

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

C. Certification Details:

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

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

 - b) Other Deductions (if any): _____



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

Engineer in Charge

(Sign & Stamp with date)

Contractor

(Name, Sign & Stamp with Date)

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



TENDER ENQUIRY No. 1900000171

EXTRACT OF PROVISIONS OF THE OFFICIAL SECRETS ACT, 1923**SECTION 2(B) ; “PROHIBITED PLACE”**

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

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

SECTION 3 : “PENALTIES FOR SPYING”

If any per unlawfully -

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

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

SECTION 4 : “COMMUNICATION WITH FOREIGN AGENTS”

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

SECTION 5 : “WRONGFUL COMMUNICATION OF INFORMATION”

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

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

Shall be guilty of an offence under this Act.

SECTION 6 : “UNAUTHORISED USE OF UNIFORMS”

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

SECTION 7 : “INTERFERING WITH OFFICERS OF POLICE”

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



SECTION 8 : “DUTY OF GIVING INFORMATION”

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

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

SECTION 9 : “INCITEMENT”

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

SECTION 10 : “PENALTY FOR HARBOURING SPIES”

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

SECTION 11 : “SEARCH WARRANTS”

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

**Enclosure-26**

CHECKLIST OF SUBMITTALS ATTACHED ALONGWITH ONLINE TECHNICAL BID
TENDER ENQUIRY No. 1900000171

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

Sl No	Submittals (Scanned Copy)	Whether Submitted/ Not Submitted/ Not Applicable	Bidder to indicate the Reasons below for Non Submissions if any, or if they have indicated "NO" under relevant columns
1	Enclosure-1 viz Form of undertaking		
2	Enclosure-2 viz TEF Acceptance Form		
3	Enclosure-3 viz STACS Acceptance Form		
4	Enclosure-4 viz GT&C Acceptance Form		
5	Enclosure-5 viz Deviation Form		
6	CA certified Average Audited Annual financial turnover of Past 03 years		
7	Audit certified Balance Sheets of Past 03 years		
8	Audit certified Profit/Loss Accounts of Past 03 years		
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		
12	i) Enclosure-10(B) viz. Declaration certificate for Local Content		
	a. Whether ONE of the option chosen at Para (d-i) of Enclosure	Yes/ No	
	b. Whether Tender Item Sl No indicated at Col I of Para (e) of Enclosure	Yes/ No	



Sl No	Submittals (Scanned Copy)	Whether Submitted/ Not Submitted/ Not Applicable	Bidder to indicate the Reasons below for Non Submissions if any, or if they have indicated "NO" under relevant columns
	c. Whether Local Content Percentage indicated at Col II of Para (e) of Enclosure	Yes/ No	
	d. Whether Location of Value addition indicated at Col III of Para (e) of Enclosure	Yes/ No	
	e. Whether Enclosure-10(B) viz. Declaration Certificate for Local Content has been signed by Authorised Signatory as indicated at Tender Clause No. 44.4(i)	Yes/ No	
	ii) Enclosure-10(E) viz Declaration in respect of restriction under Rule 144 (xi) of the General Financial Rules (GFRs), 2017		
	iii) Enclosure-10(F) viz Declaration in respect of of debarred under Public Procurement Policy (PPP) Make In India (MII) order 2017		
13	Enclosure-11 viz Declaration for Banned or delisted Tenderer		
14	Enclosure-15 viz Bid Security Declaration Format		
15	Enclosure-13 - Integrity Pact	Yes/ No	
16	a. Enclosure-14 viz RTGS Form		
	b. Whether RTGS form is duly authenticated by any Bank	Yes/ No	
17	a. Solvency Certificate	Yes/ No	
	b. Whether Solvency Certificate is addressed to MDL	Yes/ No	
	c. Whether Solvency Certificate is issued within 6 month from Tender closing date	Yes/ No	
	d. Whether Solvency is issued by the bank from the list of banks as per MDL website	Yes/ No	
18	GST Registration Certificate		
19	PAN CARD		
20	a. Shop & Establishment Registration Certificate or Certificate of Incorporation		
	b. Whether Shop and Establishment Certificate is valid as on date of submission	Yes/ No	
21	“UDYAM Registration Certificate” in case Bidder is MSME		
22	GeM Seller ID		



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
23	Company Profile		
24	List of Equipments		
25	Power of Attorney		
26	Corrigendum, if any		
27	Declaration in respect of Conflict of Interest among Bidders/ Agents		

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

SIGNATURE _____

NAME _____

DESIGNATION _____

COMPANY SEAL COMPANY _____

DATE _____



Address Label

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

**Sub: Design, Manufacturing, Class Approval, Supply, Installation, Testing and Commissioning of 08 New LL Cranes at MDL.
Ref: MDL Tender No. 1900000171**

EARNEST MONEY DEPOSIT and INTEGRITY PACT

To,

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

From,



माझगांवडॉकशिपबिल्डर्सलिमिटेड
तकनीकी सेवाएँ विभाग

Certification for Disposal of Scrap/Debris

Sub: Design, Manufacturing, Class Approval, Supply, Installation, Testing and Commissioning of 08 New LL Cranes at MDL.

Ref: MDL Purchase order No. 1900000171

RA NO.

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

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

Engineer in Charge

(Name, Sign & Stamp with date)

Contractor

(Name, Sign & Stamp with Date)

**Enclosure-29**

TENDER ENQUIRY No. 1900000171

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**



TENDER ENQUIRY No. 1900000171

NON DISCLOSURE AGREEMENT

THIS NON DISCLOSURE Agreement made at Mumbai, India on this _____ day of _____ 20__ between Mazagon Dock Shipbuilders Limited a company registered under the Companies Act, 1956 and having its registered office at Dockyard Road, Mumbai-400 010 (hereinafter referred to as “MDL”) and _____ a company registered under the Companies Act, 1956 and having its registered office at _____ (hereinafter referred to as “_____”). MDL and _____ shall hereinafter be collectively referred to as “the Parties” and individually as “a Party”. WHEREAS A*. MDL has floated a tender and is required to provide certain information to (name of the bidder) to prepare his bid and/or AA **. The Parties are considering to enter into a _____ for which each Party shall provide information (“Disclosing Party”) to the other Party (“Receiving Party”) which at present is confidential and not in the public domain.

B. The Parties intend that the aforesaid information be kept confidential as between the Parties. The Parties undertake and declare that they shall not divulge, publish or reproduce the same before any party or person except in accordance with the terms of this Agreement. NOW THEREFORE the Parties agree as follows:

1. As used in this Agreement (hereinafter referred to as the “Agreement”) the term “Confidential Information” shall mean any technical, confidential, proprietary or trade secret information or data disclosed by the Disclosing Party in connection with the _____ to the Receiving Party including without limitation any written or printed documents, specifications for the vessel, plans, general arrangement plans, production schedules, drawings, samples, models, information regarding business operations, financial information, marketing strategies, either in writing or orally or any means of disclosing such Confidential Information that the Disclosing Party may elect to use prior to the execution or during the validity of this Agreement. The Receiving Party agrees that all Confidential Information shall be treated as absolute confidential and the Receiving Party shall not disclose to any person such information otherwise than in terms of this Agreement. The Receiving Party will impose a similar duty of confidentiality on any person to whom the Receiving Party is permitted to transfer such information in accordance with the terms hereof. For the purposes of this Agreement, the term “Receiving Party” shall mean and include its officers, employees, directors, agents, contractors, representatives, affiliated companies, successors and assigns.

2. Nothing in this Agreement may be construed as compelling the Disclosing Party to disclose any Confidential Information to the Receiving Party or to enter into any contractual relationships with the Receiving Party.

3. Any information or data in whatever form disclosed by the Disclosing Party to the Receiving Party and which (i) is clearly identified as Confidential Information by an appropriate and conspicuous marking or (ii) has been identified as Confidential Information at the time of disclosure shall be subject to the relevant terms and conditions of this Agreement. The Disclosing Party’s decision whether any information disclosed by it under this Agreement is confidential or not shall be final and binding on the Receiving Party.

4. The Receiving Party hereby covenants that the Confidential Information received from the Disclosing Party shall:

(a) Be safely kept by the Receiving Party; the Receiving Party shall protect the Confidential Information with the same degree of care as the Receiving Party uses with its own confidential information in order to prevent its disclosure, copy and / or its use (but in no event less than reasonable care) for purposes other than the Proposal.

(b) Be only disclosed to, and used by, those employees or directors who have a need to know.



(c) Not be disclosed to a third party except those with a need to know provided they receive such information subject to the same restrictions as are contained in this Agreement.

(d) Be used by the Receiving Party directly or indirectly, solely for the purpose of considering, evaluating and effecting the tender/bid/contract.

5. The Receiving Party shall promptly upon requests by the Disclosing Party at any time return all copies of the Confidential Information communicated to it hereunder together with all copies and extracts made thereof and shall not retain any copies of the same, in any form whatsoever.

6. The Receiving Party shall have no obligations or restrictions with respect to:

(a) Information publicly known through no wrongful act of the Receiving Party.

(b) Information rightfully disclosed by a third party without breach of this Agreement by the Receiving Party and which can be communicated without restriction.

(c) Information which was already known or which was independently developed by the Receiving Party (provided that the Receiving Party can demonstrate the same).

(d) Information, the disclosure of which the Disclosing Party authorizes in writing.

7. Nothing in this Agreement shall be construed as granting to the Receiving Party any patent, copyright or design license, or rights of use under similar intellectual property rights in respect of the Confidential Information.

8. The Receiving Party shall not without prior written consent of the Disclosing Party:

(a) Disclose to any person, directly or indirectly:

i) The fact that the Confidential Information has been made available to the Receiving Party by the Disclosing Party or that the Receiving Party has inspected any portion of the Confidential Information; or

ii) The fact that any discussion or negotiation is taking place concerning the Proposal; or

iii) Any of the terms, conditions or other facts with respect to the Proposal, including the status thereof; or

(b) Make any private or public announcement or statement concerning or relating to the Proposal.

09. The Disclosing Party represents and warrants that save as otherwise notified in writing to the Receiving Party:

a) Disclosure of information by it to the Receiving Party does not infringe the rights of any third party nor is it under any restriction with regard to the disclosure of any information, and that where applicable, it has obtained all licenses and consents necessary to enable the lawful disclosure of information by it to the Recipient; and

b) It is not aware of any restriction on the use of such information by the Receiving Party, save as provided in this Agreement.

c) To the effect that the foregoing representations and warranties shall be deemed to be given at the date of this Agreement and after that date upon and in respect of each disclosure. The Disclosing Party makes no warranty or representation whatsoever as to the accuracy, completeness, suitability or adequacy of any information or as to the results obtained from it and assumes no responsibility in respect of the use of the information by the Receiving Party.

10. The Receiving Party shall indemnify and hold harmless the Disclosing Party from and against any action, claim or proceeding and any loss, damage, costs, expenses or liabilities arising out of any such action, claim or proceeding, brought by any third party pursuant to any unauthorized disclosure or use of any information by the Receiving Party, or by any person for whom the Receiving Party is responsible under this Agreement, or pursuant to any breach of any undertaking, warranty or representation contained in this Agreement.

11. For the purposes of this Agreement 'Classified Information' shall mean information, documents and material of any kind which the respective Government i.e. Indian Government has given or caused



to be given a security classification irrespective of whether the same is transmitted orally, electronically, in writing or by hand. Notwithstanding any other provision of this Agreement:

- a) Each Party hereto undertakes to follow security procedures prescribed for military purposes with respect to disclosure, receipt, production, use and handling of Classified Information.
- b) Any Classified Information, disclosed by one Party hereto shall be, whatever the method of disclosure be, identified by the Disclosing Party as Classified Information at the time of disclosure.
- c) The provisions of this Clause are to remain in full force and effect notwithstanding any termination by expiration or otherwise of this Agreement.

12. In the event the Receiving Party is required to disclose Confidential Information under any provision of law or upon an action, subpoena or order of a court of competent jurisdiction or of any requirement of legal process regulation or governmental order, decree, regulation or rule, the Receiving Party will immediately notify the Disclosing Party of its having received a request to so disclose (alongwith the terms and circumstances thereof), unless otherwise prohibited by law and consult with the Disclosing Party on action or steps to be taken in response to such request.

13. This Agreement represents the entirety of the agreement of the Parties relating to the disclosure of the Confidential Information and shall not be waived, amended or assigned by the Receiving Party except by prior written consent of the Disclosing Party. No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

14. This Agreement shall be valid for a period of _____ (_____) years from the date of its execution between the parties. Notwithstanding the aforesaid, the obligations of Parties in connection with confidentiality under this Agreement shall survive in perpetuity.

15. The foregoing constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes and cancels any prior representation, understanding and commitment (whether oral and written) made between the Parties with respect to or in connection with any of the matter of things to which this Agreement applies.

16. This Agreement shall be governed by and shall be interpreted in accordance with the laws of India.

17. Any dispute arising in connection with or out of the validity, performance or the interpretation of this Agreement shall be finally settled by the competent jurisdiction in Mumbai.

18. The Receiving Party acknowledges that any breach of the terms and conditions of this Agreement may cause the Disclosing Party irreparable damage for which recovery of money damages would be inadequate. Therefore, the Receiving Party agrees that the Disclosing Party shall be entitled, in addition to any other remedies available to it, to seek injunctive relief and/or other equitable relief to prevent or restrain any breach by the Receiving Party or its employees/officials, or otherwise to protect its rights, under this Agreement.

19. Unless otherwise provided herein, all notices or other communications under or in connection with this Agreement shall be given in writing and may be sent by personal delivery or post or courier or facsimile at the address as specified herein below:

To
MDL
Address:
Phone No.:
Fax:
E-mail:



To _____
Address:
Phone No.:
Fax No. :
E-mail:

Any such notice or other communication will be deemed to be effective if sent by personal delivery, when delivered, if sent by post, 4 (four) days after being deposited in the post and if sent by courier, one day after being deposited with the courier, and if sent by facsimile, when sent (on receipt of a confirmation to the correct facsimile number).

IN WITNESS WHEREOF, this Agreement is executed by authorized representatives of both the Parties in two (2) originals.

Signed by the within named Signed by the within named MDL _____

In the presence of

In the presence of

Note: The above Agreement is to be drawn up by the contractor on non-judicial stamped paper of value Rs.100/-, if it executed in Maharashtra. However, for other places stamp duty is to be levied as per Stamp Act of respective States. The value of stamp paper to be confirmed from Legal Department, MDL * -

A: Pre-submission of Bid

**_ AA:

Post Entering of Contract In case any changes to format are desired by the supplier, same shall be approved as under –

- i) Dealing Executive to initiate and put up.
- ii) HOD(C)/PE(C) to recommend
- iii) CS/GM(L&E) to vet.
- iv) Functional Director to approve.



TENDER ENQUIRY No. 1900000171

FORMAT FOR CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT is made at Mumbai, on the _____ day of _____ in the year _____

BETWEEN

MAZAGON DOCK SHIPBUILDERS LIMITED (MDL), a company incorporated under the companies Act, 1956 and having its registered office at Dockyard Road, Mumbai – 400 010, hereinafter, called “The Employer/Owner/Client” (which expression shall unless excluded by or repugnant to the subject or context include its successors or assigns) of the ONE PART.

AND

M/s..... having their office athereinafter called the "CONTRACTOR" (in which expression shall unless repugnant to the context are included, unless such inclusion is inconsistent with the context or meaning thereof be deemed to include the partners or partner for the time being of the said firm and their representative, heirs and legal representatives) of the OTHER PART.

WHEREAS the Employer/Owner/Client has invited tender / bid for the execution of “-----” vide e-Tender No. -----dated _____ and has accepted a Tender by the Contractor in accordance with the works in accordance with the Tender Enquiry Form, Drawings, Technical Specifications, Special Conditions of Contract, Standard Terms & Conditions and General Terms & Conditions (hereinafter referred to as "the contract documents"), in the sum of _____(hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall constitute the Contract between the Employer/Owner/Client and the Contractor, and each shall be read and construed as an integral part of the Contract:
 - (a) This Contract Agreement;
 - (b) Letter of Acceptance / Purchase Order;
 - (c) Tender Enquiry Form including Corrigenda issued;
 - (d) Technical Requirements (including Schedule of Requirements and Technical Specifications, drawings);
 - (e) Special Conditions of Contract;
 - (f) General Conditions of Contract;
 - (g) Replies issued to the Pre-bid queries to the tender, if any.

AND WHEREAS

EMPLOYER/OWNER/CLIENT accepted the Bid of CONTRACTOR for the provision and the



execution of WORK at the CONTRACT PRICE as indicated in CONTRACT upon the terms and subject to the conditions of Contract. Now this CONTRACT AGREEMENT witnesseth and it is hereby agreed and declared as follows:

- 3. In consideration of the payment to be made to CONTRACTOR for WORK to be executed by him, CONTRACTOR hereby Covenants with EMPLOYER/OWNER/CLIENT that CONTRACTOR shall and will duly provide, execute and complete Work and things in CONTRACT, mentioned or described or which are to be implied there from or may be reasonably necessary for completion of Work and at the times and in the manner and subject to the terms and conditions or stipulations mentioned in CONTRACT.
- 4. In consideration of the due provision, execution and completion of WORK by the CONTRACTOR in accordance with the terms of the CONTRACT, the EMPLOYER/OWNER/CLIENT does hereby agree with CONTRACTOR that EMPLOYER/OWNER/CLIENT will pay to Contractor the respective amounts for the work actually done by him and approved by EMPLOYER/OWNER/CLIENT as per Payment Terms accepted in CONTRACT and payable to CONTRACTOR under provision of Contract at such time and at such manner as provided for in the CONTRACT.

AND

- 5. In consideration of the due provision, execution and completion of WORK, CONTRACTOR does hereby agree to pay such sums as may be due to EMPLOYER/OWNER/CLIENT for the services rendered by EMPLOYER/OWNER/CLIENT to Contractor as set forth in CONTRACT and such other sums as may become payable to EMPLOYER/OWNER/CLIENT towards loss, damage to the EMPLOYER/OWNER/CLIENT BOARD's equipment, materials etc. and such payments to be made at such time and in such manner as is provided in the CONTRACT.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of India on the day, month and year indicated above.

Signed and Delivered for and on behalf of
EMPLOYER/OWNER/CLIENT

Signed and Delivered for and on
behalf of CONTRACTOR

Date:

Date:

Place:

Place:

Designation:

Designation:

In presence of Witness

In presence of Witness
