



माझगांव डॉक शिपबिल्डर्स लिमिटेड

(भारत सरकार का उपक्रम)

राष्ट्र के पोत निर्माता

डॉकयार्ड रोड, माझगांव

मुंबई - ४०००१०

भारत

MAZAGON DOCK SHIPBUILDERS LIMITED

(A Government of India Undertaking)

Shipbuilders to the Nation

Dockyard Road, Mazagon,

Mumbai 400 010.

INDIA

ई-निविदा फॉर्म दो हिस्सों में

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

मंडल: समवाय

DIVISION: **CORPORATE**

विभाग: तकनीकी सेवाएँ

DEPARTMENT: **TECHNICAL SERVICES**

निविदा क्रमांक : १९००००००९४

TENDER NO: **1900000094**

निविदा जारी दिनांक: ०८ दिसम्बर २०२०

TENDER DATE: **08 December' 2020**

निविदा देय दिनांक एवं समय: ०६ जनवरी २०२१ दोपहर १४३० बजे

CLOSING DATE & TIME: **06 January' 2021 at 1430Hrs**

भाग १ - तकनीकी एवं वाणिज्यिक हिस्सा खोलने (ऑनलाइन) की तिथि एवं समय: **०८ जनवरी २०२१**

दोपहर ०२.३० बजे से

Online Opening of Part-I (Techno-commercial Bid): 08 January' 2021, 1430 Hrs IST onwards

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

कार्य का वर्णन

DESCRIPTION OF WORK:

APPOINTMENT OF CONSULTANT
FOR DEVELOPMENT OF NEW
INFRASTRUCTURES AT NHAVA
YARD OR ADJOINING MbPT LAND.

TENDER NO: 1900000094

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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 Defense production, Ministry of Defence.
- 1.2. MDL's main business/ activities are Shipbuilding, Submarine Construction and Heavy Engineering Works.
- 1.3. Mazagon Dock Shipbuilders Ltd (MDL), intends to create new infrastructure development as under:
 - a. Development of Nhava Yard as Greenfield Shipyard for Shipbuilding and Ship repair activities.

OR

- b. Acquisition of adjoining Mumbai Port Trust (MbPT) land and its development for Shipbuilding & Ship repair activities.

Accordingly, MDL intend to appoint a reputed consultant having requisite experience in development / creation of Shipbuilding / Ship repair infrastructure(s). The infrastructure includes creation of:

- a. Marine structures viz. Dry Dock, Wet Basin, Berthing jetty, Ship lift etc.
- b. Land Based structures & services - Workshop, Office space and Store, Substation, Road, Water tank, Firefighting system, Rain water harvesting system etc.
- c. Material Handling facilities - Goliath Crane, Luffing Crane, EOT Crane, Mobile Crane, Ship transfer facilities etc.

2. कार्य का ब्योरा / SCOPE OF WORK:**2.1 Preparation of Preliminary Project Report (PPR)**

The Consultant shall prepare a Preliminary Project Report (PPR) on NHY Development vis-à-vis adjoining MbPT land acquisition & its development. The PPR shall clearly bring out the Advantages and Limitations along with the Cost Benefit Analysis (CBA) in each case. The Consultant would make recommendation on the most cost effective solution between NHY development vis-à-vis MbPT land. The Consultant shall recommend the best suitable option and present the same for consideration and approval of MDL.

2.2.1 MDL is envisaging following infrastructure at its existing Nhava Yard:

A. Marine Infrastructure:

- i. A multipurpose **Dry Dock** of suitable size to accommodate the following
 - (a) Naval ships having approx. dimension 210 m x 25 m size with 10 m draft
 - (b) Commercial vessels having approx. dimension 220 m x 30 m size with 10 m draft and.
 - (c) The proposed dry dock shall also be capable of facilitating the submarine separation from pontoon / barge to water with 18 m water column.
- ii. A Wet basin (captive water enclosure free from tidal fluctuations)
- iii. Feasibility of Berthing Jetty, Ship lift with ship transfer facilities, Quay wall, shore protection etc.
- iv. Feasibility of Reclamation of adjoining land and its protection/ development.

B. Land based Infrastructure:

- i. Workshops and Stores required for shipbuilding & ship repair
- ii. Office / Administrative Building
- iii. Hard standing area, Entrance / security check, internal roadways etc.

C. Material handling facilities

- i. Heavy Duty Goliath Crane
- ii. Level Luffing Cranes, EOT Cranes, Mobile cranes etc.
- iii. Other material handling equipment (s).

D. Allied Services:

- i. Fire Water system including storage and network
- ii. Potable Water - storage capacity and pipe network
- iii. Dissolved Oxygen, Compressed Air etc.
- iv. Power supply including HT/ LT supply, substation, illumination of Yard, Entrance and internal roadways etc.

2.2.2 MDL is envisaging following infrastructure at adjoining MbPT Land:

A. Marine Infrastructure:

- i. A multipurpose Dry Dock of suitable size.
(Feasibility of maximum dimensions, draft / depth of dry dock considering topographical conditions, outside draft, siltation pattern, constraint etc. to be finalized by consultant)
- ii. Berthing jetty, Quay wall etc.

B. Land based Infrastructure:

- i. Workshops
- ii. Stores & allied structures

C. Allied Services:

Feasibility of extension of existing services viz. Fire Water, Potable Water, Dissolved Oxygen, Compressed Air, HT/ LT supply etc. to proposed development area.

D. Material handling facilities

- i) Heavy Duty Goliath Crane,
- ii) Luffing Cranes, EOT Cranes
- iii) Other material handling equipment (s)

E. Optimum Utilisation of existing assets of MDL

The consultant have to study in details the existing infrastructures of MDL and production process and bring out how best the new infrastructure will supplement its extension to the new facilities and optimum utilization by submitting process flow chart.

3. Tasks to be performed by Consultant:

3.1 Considering the above requirements and also other facilities / infrastructure required for shipbuilding / ship repair, Consultant shall perform the following tasks:

The Consultant shall comprehensively study the technical feasibility of setting up of Greenfield shipyard at existing Nhava Yard vis-a-vis MbPT land acquisition & its development. The study shall take into consideration the following aspects:

- i. The type, nature and usability of infrastructure facilities to be created
- ii. Infrastructure Development Cost
- iii. Land acquisition Cost
- iv. Availability of draft
- v. Accessibility
- vi. Proximity
- vii. Availability of Water front area
- viii. Dredging Cost – One time Capital dredging cost & thereafter its Maintenance cost.

- 3.2** The consultant shall study all necessary data available with MDL and if additional data is needed they may carry out further survey and investigations etc. as may be necessary with prior approval of MDL. The agency for such surveys / investigations shall be appointed by the Consultant and the charges of the same shall be borne by the consultants.
- 3.3** Requirement of Service / facilities, Estimate of Power requirement on Peak load, provision of Electrical Receiving Station / Sub-station, compressed air, etc. to be estimated and provision for the same are to be made, if necessary by fresh augmentation.
- 3.4** The brief details as envisaged by MDL and stated above are illustrative only, the Consultant are required to analyse the same and any other aspect(s) which in their opinion are essential to complete the comparative analysis should be considered by them. The Consultant to Prepare and submit Preliminary Project Report (PPR) based on the advantages and limitations and recommending the most suitable and economical option for MDL's acceptance and approval.

4. सलाहकार के लिए इनपुट / INPUTS TO THE CONSULTANT :

- 4.1. MDL in recent past had carried out following surveys and investigation at Nhava Yard.
- 4.1.1. At Nhava Yard
- Geotechnical Investigation by Bore hole having depth ranging from 15-22 mtr
 - Field Data Analysis for Monsoon & Non Monsoon season
 - Model studies for HD, ST and dispersion of dredged material including Bathymetric Survey
 - Mathematical Model Studies for wave tranquility
 - Sub bottom Seismic Profiling Studies
- 4.1.2. At MbPT land
- No Survey and Investigation data is available for adjoining land of MbPT.
- 4.2. The above Survey and investigation reports are attached separately for reference.
- 4.3. As envisaged by MDL a minimum of following survey & investigation are required to be carried out by Consultant:
- At Nhava – Land side 15 nos. bore hole up to required depth to determine hard rock level. Also Marine bore hole 05 nos up to required depth to determine hard rock level.
 - At MbPT land – Land side bore hole – 03 nos. and marine side 07 bore holes

5. DELIVERABLES:

The Consultant shall submit the following deliverables:

- 5.1. Preliminary Project Report:** Preliminary Project Report clearly bringing out the most suitable and economical option between Nhava Yard and MbPT land.
- 5.2. Bathymetric Survey analysis:** Bathymetric surveys required for estimation of capital dredging and further study of siltation patterns to estimate the periodicity of maintenance dredging, Cost estimates etc. in each case.
- 5.3. Concept document:** **The consultant should consider FSI (Floor Space Index) available as per local laws while preparing concept / layout design.** The Concept Document which includes schematic layout of proposed infrastructure

and shall also cover the method and sequence of execution of the project in each case.

- 5.4. **Block Cost Estimate and Project Timeline:** The consultant shall prepare a Block Estimate and project time line for the entire project including cost break up and reference for items / rates in each case.
- 5.5. **Cost Benefit Analysis:**
The Consultant shall submit the Cost Benefit Analysis in each case considering various aspects viz. land acquisition cost, infrastructure development cost, maintenance & operational cost, Dredging Cost (capital and maintenance) and any other anticipated cost in the opinion of consultant, in each case.
- 5.6. **Statutory approval requirements:** The consultant shall submit list of statutory approval required from authorities and tentative timelines for obtaining the same in each case.

6. निविदाकर्ताओं कऱलिए निर्देश/ INSTRUCTIONS TO THE BIDDERS:

- 6.1. 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.
- 6.2. 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).
- 6.3. In case of any discrepancies'
- 6.3.1. Between Hindi and English Versions of the Tender Clauses, English Version will prevail.
- 6.4. The online bid can be submitted by the authorized representative of the bidder as detailed below,
- 6.4.1. By the Proprietor, in case of a proprietary firm; or
- 6.4.2. By a Partner, in case of a partnership firm and/or a limited liability partnership;
- 6.4.3. By a duly authorized person holding the Power of Attorney, in case of a Limited or Private Limited Company or a corporation.
- 6.5. In case of any techno-commercial query prior to submission of bids, the bidder(s) are requested to contact the following from MDL. Letter(s)/emails shall be addressed to DGM (TS), MDL. Contact details are as under:

MDL	
Shri. K. B. Shende, DGM/HOD (TS-Comm) Email: kshende@mazdock.com Tel No: +91 22 23764223	Shri.Sandeep Krishnan, CM (TS-Comm) Mail: tscomm@mazdock.com Tel No: +91 22 23764248

- 6.6. Before submission of the tender, the bidder shall visit the site, examine the General Conditions of Contract, the Specifications (including any drawings and other specifications referred to therein), the schedules and the Bill of Quantities. In case of any ambiguity or discrepancy between any of these documents or between figured and measured dimensions, the bidder should immediately refer the matter to MDL.
- 6.7. Mazagon Dock Shipbuilders Limited will not be responsible for any costs or expenses incurred by the Bidder in connection with the preparation and submission of his bid or for any other expenses incurred in connection with such bidding regardless of the conduct or outcome of the tendering process including cancellation of this tender process.

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

- 7.1. No offer in sealed envelope will be accepted against e-Procurement.
- 7.2. Bidders can participate in online bidding
 7.2.1. By registering with above referred portal for User ID and password.
 7.2.2. By obtaining class III B DSC (Digital Signature Certificate) for secured bidding.
- 7.3. 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.
- 7.4. For uploading the tender details, DSCs issued by the following are acceptable: i) n-Code ii) MTNL iii) TCS iv) SIFY
- 7.5. For mapping of DSC, representative of National Informatics Centre may be contacted.
- 7.6. 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>.
- 7.7. Training to vendors for E-procurement is organized by CIT department of Mazagon Dock Shipbuilders Limited & National Informatics Centre Representative on every Friday at 1400 hrs in CIT Department. Vendors desirous of attending the training may contact Mr. Promod K Roy, M(C-MP) on telephone +91-22-23763248 & email – proy@mazdock.com

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

- 8.1. 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>
- 8.2. **Techno-Commercial (Part-I) Bid:** Bidders shall submit/upload scanned copy of the following duly filled in, signed & stamped with company seal in online Part (I) bid:-
 i) Bidder's Undertaking at **Enclosure-1**.

- ii) 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**.
- iii) Deviations, if any, from Terms, Conditions & Technical requirements specified in the Tender Enquiry, with reasons thereof shall be clearly indicated against the relevant clause(s) in the format attached at **Enclosure-5**.
- iv) CA certified Average Audited Annual financial turnover during the last 3 years ending **31st March, 2019** for at least **₹ 3.54 Crores**, 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.
- v) Bidders shall upload scanned copies of Audit certified Balance Sheets & Profit/Loss Accounts for the last 3 years. Draft Audited Reports are not acceptable.
- vi) Bidders shall furnish Working bid Capacity as required in **clause 10.11** and **Enclosure-6 & 7** duly certified by Chartered Accountant and scanned copy of the same shall be uploaded in online Part-I bid
- vii) Documentary evidence in support of Past experience and Performance on Similar work(s) during the last **15 years**, stipulated under **Clause 10**, as applicable in the format attached at **Enclosure-8 and Enclosure-23**.
- viii) List of Key Personnel available for this Project, in the format attached at **Enclosure-9**
- ix) Bidder shall submit Declaration certificate for Local Content as per **Clause 31 &** in the format attached at **Enclosure-10 (A)**. **Please ensure correctness of the declaration before its submissions as incorrect or incomplete form may lead to disqualification. Any change in the form is not acceptable after its submission. A Sample filled up Form is appended for reference.**
- x) The scanned image of **Declaration in respect of restriction under Rule 144 (xi) of the General Financial Rules (GFRs), 2017** as indicated at **Enclosure-10 (C)**.
- xi) Bidder shall submit Declaration for Banned or delisted Tenderer/firms/Vendors as per **Clause 34** and in the format attached at **Enclosure-11**.
- xii) 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 in the format attached at **Enclosure-12**.
- xiii) In case bidders pay EMD in the form of BG, The scanned image of BG towards Earnest Money Deposit (EMD) / BID BOND as stipulated in **TEF clause no. 12** as per format attached at **Enclosure -15** 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 सञ्चार),
 तकनीकी सञ्चार विभाग,
 पहला मंज़िल, 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 25 on the envelope

- xiv) In case of Bidder is registered with **NSIC** in the relevant category as defined in the similar work and seeking exemption of submission of EMD, bidder **shall upload scanned copy(s)** of Valid Registration Certificate along with the list of items / services for which they are registered with NSIC. Similarly, Bidders registered as **Micro / Small Enterprises (MSEs)** in the relevant category as defined in the similar work and seeking exemption of submission of EMD, **bidder shall upload scanned copy(s)** of Valid Registration Certificate, issued by the Competent Authority, along with the list of items / services for which they are registered.
- xv) The Integrity Pact (IP) -NOT APPLICABLE FOR THIS TENDER
- xvi) Scanned copy of Bank details for payment by NEFT/RTGS/ECS with authenticated by the Banker in the format attached at **Enclosure-14.**
- xvii) Solvency Certificate:- **NOT APPLICABLE FOR THIS TENDER**
- xviii) Scanned copy of **GST Registration Certificate & Permanent Account Number (PAN).**
- xix) Scanned copy of Valid Bidder's Shop & Establishment Registration Certificate or Certification of Incorporation.
- xx) In case of Bidder registered with Mazagon Dock Shipbuilders Limited **shall upload scanned copy** of Valid Registration Certificate issued by MDL, for the items/services for which the offer is being submitted.
- xxi) Scanned copy of Bidder's company profile.
- xxii) Power of Attorney, in case of a Limited or Private Limited Company or a corporation.
- xxiii) Litigation History as per Format at **Enclosure-22**
- xxiv) Initial Draft Concept Plan/ Technical Proposal as per **Clause 10.7.**
- xxv) **CHECKLIST OF SUBMITTALS attached along with online Technical Bid as per format at Enclosure-24.**

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 (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.
- iv) Scanned copy of EMD instrument and **Enclosure-12**, duly filled in with sign & stamp, as applicable shall be uploaded.

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

- i) Price Bid as appearing in the format is to be filled ONLINE ONLY by the Bidder.

- ii) The quantities of individual items in the BOQ are approximate and may vary.
- iii) Bidders are required to quote rates for all the items listed in the rate sheet.
- iv) All the costs associated with the assignment shall be included in the Price Bid. These shall normally cover remuneration for all the Personnel (Resident, in the field, office etc), accommodation, air fare, equipment, printing of documents, etc. The total amount indicated in the Price Bid shall be without any condition attached or subject to any assumption, and shall be final and binding. In case any assumption or condition is indicated in the Price Bid, it shall be considered non-responsive and liable to be rejected.
- v) The Lowest Bidder (L1) shall be evaluated based on the overall cost quoted by the bidder including applicable Goods & Service Tax, which is 18% at present and loading parameters, as applicable.

9. बोलियों में संशोधन / MODIFICATION TO THE BIDS:

- 9.1. 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.

10. पूर्व योग्यता मापदंड/ PRE-QUALIFICATION CRITERIA:

10.1. General

Prequalification will be based on the applicant meeting the minimum qualifying criteria regarding the applicant's general and particular experience, personnel, and financial position as specified in the document and as demonstrated by the applicant's responses in the attached Enclosures and other requested documentation.

If highly specialised inputs (essential for execution of the contract) are required by the applicant from specialised sub consultants, application forms shall be completed for such sub-consultants with their inputs also.

An applicant must demonstrate to the Employer that it substantially satisfies the requirements regarding experience, personnel, financial position and litigation history, as specified below by furnishing supporting documents:

10.2. Basic Experience

- i) The Bidder should be in the consulting field for development of Shipyards / Port related facilities for a period of at least 15 years.
- ii) The Bidder shall be a single consulting firm. Foreign consulting firms having Indian subsidiaries shall submit offer through their Indian subsidiary and can quote only in Indian currency. However, Indian subsidiaries can claim the experience, credentials & track record of parent company for meeting qualification, if needed, with due authorization of the parent company. An authorization letter from the parent company to this effect should accompany the offer.
- iii) Bidder shall not be under a declaration of ineligibility / blacklisted issued by Govt. of India / State govt. / Public Sector Undertakings etc.

10.3. Specific Experience

- 10.3.1. The Bidder, during the last 15 years ending **30 Nov 2020**, should have undertaken and satisfactorily completed Project Management Consultancy services including Preparation of Detailed Project Report, Detailed Engineering & Design for development of a Shipyard / Port with at least two

associated marine infrastructures facilities viz., Dry Dock, Wet Basin, Finger Jetty, Breakwater, marine quay wall Slipway, Ship lift etc.

10.3.2. The Bidder during the last 15 years ending **30 Nov 2020**, should have completed Techno Economic Feasibility Study (TEFS) for the Establishment of Dry Dock / Shipyards / Ports with contract / order value for TEFS as under:

10.3.2.1. **तीन समरूप संपन्न कार्य जिसकी लागत ₹७१.०० लाख सक्किम न हो।**

Three Completed Projects / works of value not less than Rs 71 Lakhs each

OR

10.3.2.2. **दो समरूप संपन्न कार्य जिसकी लागत ₹८९.०० लाख सक्किम न हो।**

Two Completed Projects / works of value not less than Rs 89 Lakhs each

OR

10.3.2.3. **एक समरूप संपन्न कार्य जिसकी लागत ₹१४२.०० लाख सक्किम न हो।**

One Completed Project / work of value not less than Rs142 Lakhs

10.3.3. The applicant to submit relevant documents in order to substantiate meeting Qualification Criteria as stated at para 10.3.1 and 10.3.2 above.

10.4. **Litigation History**

The applicant shall provide accurate information on any current or past litigation or arbitration resulting from contracts completed or under execution by him over the last five years in the attached format at **Enclosure-22**.

10.5. **CRITERIA FOR EVALUATION:**

Each responsive Proposal will be evaluated on the basis of Bidder's experience, their Approach & Methodology and experience of Key Personnel. In addition to the satisfying qualification criteria cited above, only those Bidders, whose Technical Proposals score is 70 marks or more out of 100, shall qualify for further consideration of opening Financial Proposals.

The scoring criteria to be used for evaluation shall be as follows:

Sl	Criteria	Marks
(a)	Bidder's Relevant Experience	40
(b)	Approach & Methodology	20
(c)	Key Personnel	40
Total		100

10.6. **Evaluation of Bidder's Experience:**

The evaluation under this Sub-criterion will be undertaken as per following: **(In this respect, Consultant is required to submit Enclosure-23).**

Sl	Sub-Criteria Attributes	Marks
i)	Years of Existence	15 (Max.)
	Up to 15 Years	10
	More than 15 years	1 mark for every additional 3 years or part thereof
ii)	Similar Consultancy Services	25(Max.)

a.	Undertaken (completed or on-going) 03 Major Marine Infrastructure Projects involving Design and PMC for Jetty, Dry Dock, Ship Lift, Berths, Breakwater, quay wall and associated Services/Utilities (All together or Part of).	25
b.	Undertaken (completed or on-going) 02 Major Marine Infrastructure Projects involving Design and PMC for Jetty, Dry Dock, Ship Lift, Berths, Breakwater, quay wall and associated Services/Utilities (All together or Part of).	20
c.	Undertaken (completed or on-going) 01 Major Marine Infrastructure Projects involving Design and PMC for Jetty, Dry Dock, Ship Lift, Berths, Breakwater, quay wall and associated Services/Utilities (All together or Part of).	10
Note: In case the consultancy assignments comprise only Design, the marks shall be proportionately reduced by 70%. Similarly, if the consultancy assignments comprise only PMC, the marks shall be proportionately reduced by 30%.		

10.7. Evaluation of Approach & Methodology:

10.7.1. The evaluation under this Sub-criterion will be undertaken as per following:

Sl	Sub-Criteria	Marks (Max.)	Assessment
i)	Project Concept document with supporting submission	10	(a) Reliable with details =10 (b) Fairly reliable = 05 (c) Sketchy = 03
ii)	Quality of Methodology	06	(a) Identification of project components =03 (b) Deployment of manpower during preparation of PPR =03
iii)	Project Programme	04	(a) Reliable with details =04 (b) Fairly reliable = 02 (c) Sketchy = 01

10.7.2. Reference to the Evaluation Criteria stated at **Clause 10.7.1** with respect to "Approach & Methodology" Bidder shall submit the Initial Draft Concept Plan/ Technical Proposal with respect to Nhava Yard Development and Development of MbPT Land. The Technical Proposal should include Setting Out Plan of various structures (Marine/ Land based/ Material Handling) along with timeline & Block Cost Estimate (Without breakup/ reference), List of Statutory Approvals if any with options/ alternate.

10.8. Experience of Key Personnel:

The total marks allocated for the Key Personnel shall be 40, out of which the Project Head shall be assigned 15 marks and other experts shall be assigned cumulative of 25 marks. The evaluation under this Sub-Criteria will be undertaken as per following:

The evaluation of the Project Head shall be further split as under:

Sl	Sub-Criteria	Max. Marks
i)	Educational Qualification	5
ii)	Relevant Experience	10

Educational Qualification (Max. Marks=5):

Sl	Educational Qualification	Marks
i)	Post Graduate Degree or equivalent in related discipline with 12 years' experience	05
ii)	Graduate Degree or equivalent in related discipline with 15 years' experience	05
Note: Marks shall be reduced proportionately for lesser experience		

10.9. Project Related Experience (Max. Marks =10)

Sl	Project Related Experience	Marks per Project	Max. No. of Projects to be assessed	Max. Marks
i)	Development of Shipyard	4	1	04
ii)	Construction of Dry Dock	4	1	04
iii)	Other Marine Projects	1	2	02

10.10. Experts other than the Project Head shall be evaluated as under:

Sl	Key Personnel	Marks per Shipyard projects	Marks per Dry Dock Projects	Marks per other Marine Projects	Max. No. of Projects to be assessed	Marks
i)	Project Planner/ Expert	4	4	2	2	08
ii)	Structural Engineer/Naval Architect	3	3	2	2	06
iii)	Mechanical/Marine Equipment Expert	3	3	1	1	03
iv)	Electrical Engineer	3	3	1	1	03
v)	Financial Analyst	2	2	1	1	02
vi)	Surveyor	1	1	1	1	01
vii)	Environmental Expert	1	1	1	2	02

10.11. **Working Bid Capacity:**

The Working Bid Capacity of the Bidder should be equal to or more than Rs 177 lakhs. The Working Bid Capacity shall be calculated as under:

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

b) A = Average Annual Turnover of the bidder for the last Three Years (ending 31st Mar, 2019) from Consultancy Services.

- c) **N = 0.5** (6 months) =Number of years prescribed for completion of work for which bids have been invited.
- d) B = Value of existing commitments and ongoing 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.

10.12. 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 **₹177 Lakhs**, the bid shall not be considered for opening of Price Bid (Part-II), **even if the bidder meets the other pre-qualification criteria.**

10.13. The Bidder shall submit the details as required in **clause 10.11** above in proforma at **Enclosure- 6 & 7.**

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

10.15. Bids from Joint Venture / Consortium are not acceptable except bidder falling under **Clause 32.**

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.

10.16. 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.

11. स्थल मूयना / SITE VISIT:

11.1. The sites for the work are located **at Nhava Yard**, village Nhava, District Raigad and **adjoining land of MbPT** is at Dockyard Road, Mazagaon in Mumbai.

11.2. It is considered necessary that the Bidder shall visit both the site at Nhava Yard and MbPT land, Mumbai and get clear idea about the work involved, before quoting. Bidder(s) are therefore advised to visit the site and study all the particulars of the site and the nature of the work at their own cost.

11.3. Bidder(s), if required, may contact on telephone no. 23764224/4249 or email: tscomm@mazdock.comm for any doubts / clarifications / site visits etc.

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

12.1. Bidders shall furnish EMD of **₹ 3,54,000/- (Rupees Three Lakhs Fifty Four Thousand Only)** against this tender.

12.2. 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.

12.3. 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	Mazgaon Br.
Branch Code	9054
Bank Address	Mazgaon Branch, Mazgaon, 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
VAT Number	27890000186V

12.4. 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).

12.5. EMD can also be submitted in the form of Bank Guarantee in the prescribed format at **Enclosure-15**. The Bank Guarantee should be valid for **04 more weeks** beyond the offer validity period indicated in the Tender and should be drawn from any of the banks in the list of approved Banks by SBI/Canara Bank published on MDL website: www.mazagondock.in → Vendors → Bills/EMD Status → List of First Class Bank approved by CPC on 23 February 2016. Bidders submitting EMD by way of Bank Guarantee are requested to inform their issuing Bank to provide complete details viz., address, telephone / fax number(s) and e-mail id on their cover letter enclosing the BG.

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

12.7. Bidder shall send the original of the Bank Guarantee towards Earnest Money Deposit (EMD) by Registered Post/Speed Post/Courier/In Person so as to reach the designated addressee within **07 Working Days** from the closing date of the tender during office working hours i.e. up to 1730 hrs. Timely submission of the original EMD instrument is the responsibility of the bidders and no reasons / excuses in this regard will be entertained by MDL. The Address Label of the Designated Addressee is at **Enclosure-25**

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

- 12.9. EMD of unsuccessful bidders will be returned after finalization of the tender and shall be interest free.
- 12.10. EMD of successful bidder will be returned after submission of Bank Guarantee against Security Deposit and shall be interest free.
- 12.11. The Earnest Money Deposit shall be forfeited by MDL in the following events:
- 12.11.1. If the bidder withdraws, amends, impairs or derogates from the tender, agreed conditions of Technical Negotiation Committee (TNC) /Commercial Negotiation Committee (CNC)/Price Negotiation Committee (PNC) in any respect within the period of validity of his offer.
- 12.11.2. If the successful bidder declines acceptance of order.

13. बयाना राशि जमा करन सिद्धि/बोली प्रतिज्ञापत्र / EXEMPTION FROM SUBMISSION OF EMD/BID BOND:

- 13.1. State & Central Government of India Departments & Public Sector Undertakings.
- 13.2. 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.
- 13.3. 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.
- 13.4. All Micro & Small Enterprises (MSEs) subject to their submitting the Registration Certificate from the Competent Authority regarding their Micro/Small Industry status in Part-I offer / bid.
- 13.5. 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.
- 13.6. Green Channel Status vendors qualify for EMD exemption. Such firms shall submit valid copy of the Green channel certificate issued by MoD for the items for which the offer is being submitted in Part-I offer/bid. Firms in process of obtaining this certificate will not be considered for EMD exemption

14. अखंडतासम्झौता /INTEGRITY PACT: NOT APPLICABLE FOR THIS TENDER

15. वैधता अवधि /VALIDITY PERIOD:

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

15.2. 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.

16. निविदाएँ खोलन की प्रक्रिया / OPENING OF BIDS:

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

16.2. **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.

17. बोलियों का मूल्यांकन / EVALUATION OF BIDS:

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

18. बोली अस्वीकृति करन की मापदंड / BID REJECTION CRITERIA:

18.1. Following bids shall be **categorically rejected**:

- 18.1.1. Bids received after tender closing date and time.
- 18.1.2. Bids received without EMD (other than those who are exempted from payment of EMD), or relevant documents in respect of exemption from submission of EMD as specified in the tender
- 18.1.3. In case of e-tenders, if the date of issue of EMD (BG) is later than the tender closing date.
- 18.1.4. Bidders not accepting Public Procurement (preference to Make in India) Order 2017.
- 18.1.5. Bidder who is found debarred based on the information uploaded on GeM/ CPPP Portals as on tender due date & time.
- 18.1.6. Bidders not agreeing to provide assistance for installation of equipment supplied by them.
- 18.1.7. Bidders who are debarred under Public Procurement Policy (PPP) Make In India (MII) order 2017.
- 18.1.8. Bidders not meeting the eligibility criteria given in tender regarding the Class of Supplier as per PPP MII Order 2017.
- 18.1.9. **Bidders not submitting the declaration certificate or not indicating / declaring / specifying the local content percentage in the declaration certificate. (Refer attached Sample Filled up Form for Filling Enclosure-10(A))**
- 18.1.10. **Bidder submitting incomplete declaration certificate or declaration not certified by appropriate authority as per tender. (Refer attached Sample Form for Filling Enclosure-10(A))**

18.2. Following bid rejection criteria may render the bids **Liabile for Rejection**:

- 18.2.1. Bidder's failure to submit sufficient or complete details for evaluation of the bids within the given period which may range in between two to three weeks depending on the deficiencies noticed in the drawings / technical data which shall not however conflict with validity period. However, over all time allowed in respect of normal procurement shall

- not exceed 3 weeks and one week in case of emergency procurement, unless accepted by MDL.
- 18.2.2. Incomplete / misleading / ambiguous bids in the considered opinion of TNC.
- 18.2.3. Bids with technical requirements and or terms not acceptable to MDL / Customers / External agency nominated as applicable.
- 18.2.4. Bids received without pre-qualification documents where required as per the tender.
- 18.2.5. Bids not meeting the pre-qualification parameters stipulated in the tender enquiry.
- 18.2.6. Unreasonably longer delivery period quoted by the firm.
- 18.2.7. Validity period indicated by bidders is shorter than that specified in the tender enquiry.
- 18.2.8. Bidders not agreeing to furnish required Security Deposit / Required Contract Performance Guarantee till completion of the supplies / services as per contract.
- 18.2.9. In case of e-tenders, the original of the uploaded copy of EMD (BG) if received after seven days of the tender closing date.
- 18.2.10. In case of blacklisted or banned or de-listed by any Government or quasi Government agencies or PSUs as mentioned in **Clause no: 34**, MDL reserves the right to accept or reject the bid based on the ground/reasons of blacklisted or banned or de-listed.

19. बोलियों को श्रेणीबद्ध करने हेतु भार लादन का मापदंड / LOADING CRITERIA FOR RANKING

OF BIDS:

- 19.1. 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:
- 19.1.1. 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.
- 19.1.2. 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.
- 19.1.3. 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.
- 19.1.4. Bidder(s) are advised to peruse the loading criteria thoroughly and understand the same. In case of doubt, bidders are required to get clarification on the same prior to submission of their bid(s). Revision of price bids due to reason of lack of clarity on loading factors shall not be allowed.

20. वितरण अवधि/समापन अनुसूची /DELIVERY PERIOD/COMPLETION SCHEDULE:

20.1. The entire work shall be completed within a period of **06 (Six) months' time** which includes monsoon period and approval of draft report by MDL(01 month time) from date of placement of purchase order. The delivery schedule of consultancy services to be rendered is tabulated below:

Sr No.	Description	Soft Copy	Number of Hard Copies	Completion date
1	Draft Feasibility Study Report	Pdf ACAD	3	D+4 months
2	Discussions and deliberations, Scrutiny & comments by MDL			D+5 months
3	Final Feasibility Report covering all aspects mentioned in the scope of work and incorporating comments on draft report	Pdf ACAD	3	D+6 months

Note - D: Date of placement of the Purchase Order

20.2. The Consultant shall submit a Detailed Bar Chart/Work Schedule indicating activities, milestones, within 02 Weeks after receipt of the Purchase Order.

21. मूल्य एवं कर /PRICES & TAXES:

- 21.1. GST as per GST Laws shall be payable extra as quoted and agreed.
- 21.2. In case of purchases of goods/services from unregistered dealers under GST Laws, GST will be paid by MDL under reverse charge mechanism.
- 21.3. Benefits from reduction in rate of tax/ITC are required to be passed on to consumer. Where "applicable GST" has been quoted as extra, Goods and service providers (except un-registered dealers under GST Law) have to submit declaration that they have complied with 'Anti-profiteering clause' under GST Law. Such declaration be given in technical bid.
- 21.4. If the vendor is registered under GST, vendor shall mention the HSN code for goods &/or SAC for services in their tax invoice, etc. These codes must be in accordance with GST Laws and responsibility of specifying correct HSN codes for goods &/or SAC for services is that of the vendor. MDL shall not be responsible for any error in HSN code for goods &/or SAC for services specified by supplier / consultant. Supplier /Consultant 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 /Consultant or otherwise.
- 21.5. In case, MDL is unable to avail ITC, supplier/consultant 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 /Consultant 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/consultant and MDL ends up in reversal of credits and / or payments, supplier /consultant 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 /Consultant or otherwise.

- 21.6. If the vendor is registered under GST, the GST registration number (15 digit GSTIN) issued by GOI shall be mandatorily provided by the vendor. Vendor having multiple business verticals within state / at multiple states with separate GST registration numbers shall forward GSTIN of only that vertical which is involved in supply of goods and/or services. MDL GSTIN is 27AAACM8029J1ZA and vendor shall mention the same while invoicing and avoid any data entry error on GST portal.
- 21.7. If the vendor is registered under GST, Vendor shall ensure timely submission of invoice as per the provisions / requirement / timeline promulgated by GOI in relation to GST Law with all required supporting documents to enable MDL to avail input tax credit promptly. The vendors invoice inter alia should contain GSTIN of vendor, GSTIN of MDL (i.e. 27AAACM8029J1ZA), GST tax rate separately, HSN code wise goods or services, place of supply, signature of vendor, etc. Original invoice needs to be submitted to Bill Receipt Centre at MDL gate, and a copy of the invoice should be given to the goods receiving section (GRS).
- 21.8. If the vendor is registered under GST, vendor shall file all applicable returns under GST Laws in the stipulated time & any losses of tax credit to MDL arising due to delay in filing will be recovered from their invoice wherever MDL is eligible to avail tax credit. Any default towards payment of tax and / or uploading of monthly returns by supplier/consultant, MDL retains right to withhold payments towards tax portion until the same is corrected & complied by the supplier/consultant with the requirement of GST along with satisfactory evidence.
- 21.9. The rate sheet enclosed with the tender will indicate the rates to be entered under each head wherever applicable. Bidders must clearly mention the applicable Taxes & Duties unless otherwise stated in tender. The item-wise rates (i.e. Basic+P&F+F&I) quoted in the Rate Sheet should exclude Taxes & Duties. Bidder should indicate GST rates as applicable separately under each of the head in the same Rate sheet, which will be paid extra based on tax invoice to the extent applicable. The GST will be applicable on total basic rate of each item (i.e. Basic + P&F + F&I).
- 21.10. 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.
- 21.11. 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.
- 21.12. Taxes and other levies shall be deducted at source, wherever applicable, from the invoices of the Consultant/Bidder as per statutes.
- 21.13. Any increase/decrease in taxes, duties & levies or introduction of new taxes due to change in the legislation shall be subject to adjustment.

22. भुगतान की शर्तें /TERMS OF PAYMENT:

22.1. MDL payment terms shall be as under:

- 22.1.1. The payment for work done will be made through RTGS/NEFT/ECS as per the actual quantities of the work executed by way of running account invoices per item basis (R. A.) on monthly basis.
- 22.1.2. The invoices must be submitted in four copies (1-Original + 3 copies) along with the joint measurements taken at site duly approved by the designated representatives of the Technical Services department.
- 22.1.3. The payment against invoices will be made between 15 to 20 days of its receipt in MDL along with all the necessary documents including SAP generated work completion certificate indicating deduction if any duly signed & stamped by EIC, invoice certification form as per Enclosure 21, etc. required for processing the invoices.
- 22.1.4. Before submission of the final bill, the Consultant should sign and submit Actual Local Content Certificate as per **Enclosure 10 (B)** and a "No Claim Certificate" indicating that he has no claim against the company under the contract except as included in the final bill.
- 22.1.5. Electronic Invoicing System (EIS): Successful Bidder(s) whose turnover is more than Rs. 100 Crores on award of Purchase order, need to issue 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 ITC cannot be availed by MDL against such invalid invoices & shall be governed by Government directives time to time.

22.1.6. Alternate MSME vendor payment through TReDS:

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

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

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

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

2. "M1xchange" TReDS platform or by registering on it. Contact details at "M1xchange" TReDS platform are as below: +91 9920455374 Ms. Ashwathi Jayandran email id ashwathi.jayandran@m1xchange.com +91 8839915724 Ms. Prinyaka Shah Email id prinyaka.shah@m1xchange.com

23. स्ट्रुक्चरल पेमेंट / STAGE PAYMENT:

- i. No advance will be paid in any manner against the contract.
- ii. Stage payments will be made as a percentage of LUMP SUM price quoted by the Firm and approved by MDL on each completion of services in accordance with the following schedule:

Sr No.	Description	Payment Schedule
1	Survey & investigation at Nhava Yard (as per scope of work) = Rs. X	
1.1	On completion of field work	60% of X
1.2	On submission of Report	40% of X
2	Survey & investigation at MbPT Land (as per scope of work) = Y	
2.1	On completion of field work	60% of Y
2.2	On submission of Report	40% of Y
3	Professional Consultancy fees = Z	
3.1	On Submission of Draft Report	60% of Z
3.2	On submission of Final Report and acceptance / approval by MDL	40% of Z

24. वृद्धि / ESCALATION:

- 24.1. The rates accepted by MDL, shall remain firm and fixed during the tenure of the contract and no escalation, whatsoever, shall be payable.

25. परिनिर्धारित हर्जाना / LIQUIDATED DAMAGES:

- 25.1. 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 Consultant shall pay liquidated damages, a sum representing 0.5% (Half percent) per week or part thereof, subject to maximum of 5% of the undelivered/ unfinished portion of the order/ contract.
- 25.2. Consultant will also be liable to pay Liquidated Damages for late submission of Drawings and Documentation as agreed to by Purchaser and Consultant and as stated in the Purchase Order. The amount of such damages will be clearly defined in the Purchase Order and may extend up to 5% of the Contract Value.
- 25.3. If the Consultant fails to complete the works within the time or extended time as per the Order, then the consultant 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 consultant. The payment or deduction of such damages shall not relieve the consultant from his obligation to complete the works or from any other of his obligations and liabilities under the contract.

25.4. If before the completion of the whole of the works/services, any part of the works/services has been certified by MDL as completed and accepted by MDL, the liquidated damages for delay shall for any period of delay after such certification be reduced in the proportion of which the value of the part so certified bears to the value of the whole of the works.

26. सुरक्षा जमा राशी / SECURITY DEPOSIT:

- 26.1. Within 15 days from the date of placement of the Purchase Order, the successful bidder shall submit a Security Deposit (SD) equivalent to 5% of the contract/order value (excluding applicable taxes/duties) towards contract performance by way of Bank Guarantee as per prescribed format at **Enclosure-16** or NEFT / Demand Draft in favour of Mazagon Dock Shipbuilders Limited, Mumbai.
- 26.2. The Bank Guarantee shall be from the list of banks approved by SBI/Canara Bank published on MDL website www.mazagondock.in→Vendors→Bills/EMD Status →List of First Class Bank approved by CPC on 23 February 2016.
- 26.3. The Bank Guarantee towards SD must be valid for 30 Days beyond the tenure of the Purchase Order. In case of delays in submission of Security Deposit, MDL reserves the right to charge Interest at PLR of SBAR+2% from the firm for such period of delays.

27. बीमा / INSURANCE:

- 27.1. The Consultant shall keep MDL indemnified against all liabilities of every kind in case of unforeseen eventualities related to personnel deployed in MDL premises for execution of the contract. The Employer shall not be liable for or in respect of any damages or compensation payable at law in respect or in consequence of any accident or injury to any personnel in the employment of the consultant save and except an accident or injury resulting from any act or default of the employer, his agents or servants and the consultant shall indemnify and keep indemnified the employer against all such damages and compensation (save and except as aforesaid) and against all claims demands proceedings, costs charges and expenses whatsoever in respect thereof or in relation thereto.

28. FACILITIES PROVIDED BY MDL: NOT APPLICABLE FOR THIS TENDER

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

- 29.1. Extra items of works, if any, shall be determined supported by a rate analysis on the following basis:
- 29.1.1. Rates derived from similar items of this Contract.
- OR**
- 29.1.2. Rates for similar items of work executed through other agencies for MDL recently.
- OR**
- 29.1.3. Rates mutually agreed to.
- 29.2. 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. The same is binding in the consultant and the consultant shall execute the same at the specified rate in the Purchase Order for that item.
- 29.3. MDL reserves the right to conduct price negotiations with the Consultant in the following cases:
- 29.3.1. Finalization of rates for extra items.
- 29.3.2. 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.

30. बाधा / HINDRANCE:

- 30.1. A Hindrance Register as per attached format at **Enclosure-17** shall be maintained with the Designated Representative from TS Department. The Consultant 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.
- 30.2. The Hindrance Register shall document the following aspect post placement of the PO/ Contract:-
- 30.2.1. Reasons for the delay vis-à-vis the mutually agreed schedule
 - 30.2.2. Delay in inputs (Drawings/ Documents/ Site Clearances/ Services/ Inspection Call)
 - 30.2.3. Delay by Inspection Agency/ Customer
 - 30.2.4. Delay on account of specialist services
 - 30.2.5. Non performance by the Consultant
 - 30.2.6. Delinquency by the vendor
 - 30.2.7. Force Majeure
 - 30.2.8. Any other relevant reason
- 30.3. 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 Consultant side.
- 30.4. The Consultant may record their observations in the hindrance register. Any objections raised by the Consultant shall be attended to and resolved without any delay.
- 30.5. In case the Consultant 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 Consultant within 15 days. The Consultant 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 consultant.
- 30.6. In case, MDL is unable to remove the hindrance immediately and if it is likely to take some time, the consultant shall be informed accordingly by MDL. In such cases, the Consultant on MDL's approval may reduce manpower deployed on the work. **The Consultant shall also note that Under no circumstances Consultant shall be paid for idle manpower.**

31. 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 4th June 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:

- 31.1. **Aspects of 'Preference to Make in India':** The following terminology / definitions used in the policy is enumerated below and applicable to the tender:
- i) **Local content:** means the amount of value added in India which shall be the total value of item (goods, services or works or their combination) under

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

Note:

- a) The local content can be increased by vendors through partnerships, cooperation with local companies, establishing production units in India or Joint Ventures (JV) with Indian suppliers, increasing the participation of local employees in services and training them.
- b) No change is permitted in the requirement of local content as stated in this order to categorize the supplier. However, if any nodal Ministry / Department finds that for any particular item, pertaining to their nodal ministry / department, the definition of Local Content, as defined in the Order, is not workable / has limitations, it may notify alternate suitable mechanism for calculation of local content for that particular item.
- ii) **Class-I Local Supplier:** means a supplier or service provider, whose goods, services or works offered for procurement has local content equal to or more than 50%.
- iii) **Class-II Local Supplier:** Means a supplier or service provider, whose goods, services or works offered for procurement, has local content more than 20% but less than 50%.
- iv) **Non-Local Supplier:** means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than or equal to 20%.
- v) **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.
- vi) **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: Procedure for determination of L1 price for the purpose of deciding eligibility for Purchase Preference shall be as per tender Ranking criteria.

31.2. 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, if L1 is "Class-I Local Supplier" or MSE, the contract for the full quantity will be awarded to L1.
- ii) If L1 is other than "Class-I Local Supplier" , then first MSEs (L1+15%) eligible for PP under PPP MSE Order 2012 will be invited to match the L1 price and the contract for full quantity shall be awarded to such MSE bidder. In case MSE bidders decline to match L1 price 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 for full quantity 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" or MSEs are within the margin of purchase preference or do not agree to match the L1 price of there is no Class I Local Supplier or MSE, the contract for full quantity may be awarded to the L1 bidder.

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

Self-certification as per **Enclosure-10(A)**, by Chief Financial Officer or Other legally responsible person nominated in writing by the Chief Executive or Senior Member / Person with Management Responsibility of Corporation / Partnership / Individual however in cases of procurement for value in excess of Rs. 10 Crores, the bidders shall provide a certificate, as per **Enclosure-10(A)**, from statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of supplier other than companies) giving the percentage of local content.

- ii) **Bidders to be noted that once the declaration / certification is committed at tender submission stage, the same cannot be altered subsequently at technical negotiation stage or after award of contract otherwise would be treated / considered as false declaration by bidder and necessary action shall be initiated as per Para 41.6 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, re tendering may be done without applying the provisions of said Order for need fulfilment of MDL.

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

31.4. **PPP MSE Order 2012:**

Purchase Preference under PPP MSE Order 2012 shall prevail over Purchase preference under PPP MII Order 2017. Bidders to be noted that, in case of participation of MSE and Local Supplier against a same tender, MSE bidder will be given preference over other bidders to match with L1 bidder provided *it has chosen Purchase Preference under PPP MSE Order 2012 in the tender & it is meeting Purchase Preference Criteria as per Public Procurement Policy for MSEs Order 2012*. Bidder has to indicate his choice for Purchase Preference in **Enclosure-10(A)**, which will not be permitted to be changed once bid is opened.

31.5. **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(B)**, 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.

Note: In cases of procurement for value in excess of Rs. 10 Crores, the supplier shall provide a Local Content certificate 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.

31.6. **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.

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

- 32.1. 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.
- 32.2. "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 herein before, including any agency branch or office controlled by such person, participating in a procurement process.
- 32.3. "Bidder from a country which shares a land border with India" for the purpose of this Order means:-
- An entity incorporated, established or registered in such a country; or
 - A subsidiary of an entity incorporated, established or registered in such a country; or
 - An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - An entity whose *beneficial owner* is situated in such a country; or
 - An Indian (or other) agent of such an entity; or
 - A natural person who is a citizen of such a country; or
 - A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.
- 32.4. The beneficial owner for the purpose of **32.3** above will be as under:
- 32.4.1. 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---
- "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;
 - "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements.
- 32.4.2. 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;
- 32.4.3. 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;
- 32.4.4. Where no natural person is identified under **(32.4.1) or (32.4.2) or (32.4.3)** above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

32.4.5. 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.

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

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

33. मूल्य वरीयता / PRICE PREFERENCE:

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

34. प्रतिबंध निविदाकार/फर्म/विक्रेता /BANNED OR DE-LISTED BIDDER/ FIRMS / VENDORS:

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

35. भारत सरकार की प्रतिरक्षा/ IMMUNITY OF THE GOVERNMENT OF INDIA:

35.1. It is expressly understood and agreed by and between M/s. (Bidder) and Mazagon Dock Shipbuilders Limited, Dockyard Road, Mumbai - 400 010 (MDL) that finalization of contract by MDL will be solely on its own behalf and not on the behalf of any person or entity. In particular, it is expressly understood and agreed that the Government of India is not a party to this Agreement and has no liabilities, obligations or rights hereunder. It is expressly understood and agreed that MDL is an independent legal entity with power and authority to enter into contracts solely in its own behalf under the applicable Laws of India and general principles of Contract Law. The (Bidder) expressly agrees, acknowledges and understands that MDL is not an agent, representative or delegate of the Government of India. It is further understood and agreed that the Government of India is not and shall not be liable for any acts, omissions and commissions, breaches or other wrongs arising out of the contract. Accordingly, (Bidder) hereby expressly waives, releases and foregoes any and all actions or claims, including cross claims, impleader claims or counter claims against the Government of India arising out of this contract and covenants not to sue Government of India in any manner, claim, cause of action or thing whatsoever arising of or under this tender.

36. संचार और प्रलंबन कर्णिए भाषा / COMMUNICATION & LANGUAGE FOR DOCUMENTATION:

36.1. Any letter, facsimile message, e-mail intimation or notice sent to the Bidder at the last known address mentioned in the Offer / Order shall be deemed to be the valid communication for the purpose of the Order/Contract. Unless stated otherwise by the MDL, Language for communication & all documentation shall be same, which the MDL has used in the tender enquiry. Supporting documents, documentary evidences with regard to qualification criteria and printed literature could be in

other language(s), provided bidder are accompanied by an appropriate translation in English **duly notarised.**

37. सलाहकार कर्मियों की ड्युटी / DUTY OF PERSONNEL OF CONSULTANT:

37.1. MDL being a Defence Organisation, the Firm undertakes that their personnel deployed in connection with the entrusted work will not indulge in any activities other than the duties assigned to them.

38. सलाहकार कर्तव्य / DUTIES OF CONSULTANT:

38.1. The consultant shall carry site visits, walk the proposed site, understand the topography & seafront available in the site and hold the technical discussions with MDL Executives.

38.2. The consultant shall examine feasibility for the requirements stated at **TEF Clause 2** above and prepare a comprehensive Preliminary Feasibility Study Report (PFS) and Preliminary Project Report (PPR).

39. सलाहकार की कार्रवाई / CONSULTANT'S ACTIONS:

39.1. The consultants shall obtain the MDL's prior approval in writing before taking any of the following action:

39.1.1. Appointing sub- consultants or the personnel

39.1.2. Entering into a subcontract for the performance of any part of the services, it being understood that consultant shall remain fully liable for the performance of services by the sub-consultant and its personnel pursuant to this contract.

39.1.3. All plans, drawings, specification, designs, reports, correspondence and other document prepared by the consultant in performing services shall become and remain the property of the MDL and the consultant shall not later than termination or expiration of this contract, deliver all such documents to MDL, together with a detailed inventory thereof. The consultants shall not use these document for purposes unrelated to this contract without the prior written approval of the MDL.

40. रिपोर्ट्स और रिकॉर्ड्स मॉड्युल डि एल का मालिकाना हक / PROPRIETARY RIGHTS OF MDL IN REPORTS AND RECORDS:

40.1. All reports and relevant data such as maps, diagrams, plans, statistics and supporting records, calculations, materials compiled or prepared in the course of the services shall be confidential and shall be the absolute property of MDL. The firm shall deliver all these materials, data to MDL upon completion of the work and shall not use for any other purposes.

41. क्षतिपूर्ति और पेटेंट अधिकार / INDEMNIFICATION & PATENT RIGHTS:

41.1. Firm hereby indemnify, protect and defend at Firm's own expense, MDL and its employees from and against any and all direct damages and or losses and or injury arising out of any negligence and or violation by the firm in respect of drawings/ infringement of patent rights/ failure to exercise the skill and care required for performance of the assigned work by making good such damages to the property, setting right the design deficiencies, setting right the infringement of patent rights, compensating personal injury. Provided, however, ceiling on Firm's liability under this provision shall be equal to the total fees of the firm.

42. गोपनीयता / CONFIDENTIALITY:

42.1. Except with prior written consent of MDL, the consultant and their personnel shall not at any time communicate to any person or entity, any confidential information disclosed to them for the purpose of services or disclosed by them in the course of rendering the services, nor shall the consultant or their personnel make public any information as to the recommendations formulated in the course of the services.

43. छुट्टियो का दिन काम / WORKING ON MDL HOLIDAYS:

43.1. 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.

44. सलाहकार की स्थिति / STATUS OF CONSULTANTS:

44.1. The Consultant covenant that there shall not be any material change in their partnership deeds, shareholding, partners or its directors as the case may be during the subsistence of the agreement or order for award of the work.

45. कम्पनी को सघारत सूचना / SERVICE OF NOTICES ON CONSULTANT:

45.1. Any notice to be given to the firm under the terms of the contract shall be served by sending the same by post or leaving the same at the firm's principal place of business (or in the event of the firm being a company, to its registered office).

46. एम डी एल को सघारत सूचना / SERVICES OF NOTICES ON MDL:

46.1. Any notice, to be given to MDL under the terms of the contract, shall be served by sending the same by post or leaving the same at MDL's address.

47. सार्वजनिक शिकायत कक्ष / PUBLIC GREIVANCE CELL:

47.1. A Public Grievance Cell headed by **Executive Director (EY)** 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** or send their complaints / grievances to him in writing for redressal. His Telephone No. is **022- 2376 3506/ 2376 3507**

48. विवाद समाधान तंत्र /DISPUTE RESOLUTION MECHANISM (DRM) and मध्यस्थता /ARBITRATION:**48.1. Dispute Resolution Mechanism:**

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

48.1.2. In case of non-settlement by (43.1.1) above, if at any time, before, during or after the contract period any unsettled claim, dispute or difference arose between the parties, upon or in relation to or in connection with or in any way touching or concerning this tender/agreement/order/contract, the same shall be referred to the concerned Functional Director.

48.1.3. 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.

48.1.4. In case no amicable settlement is arrived by (43.1.2) above within a period of three months, then the consultant shall approach Public Grievance Cell and address the disputes as per the provisions made under the relevant clause of the contract.

48.1.5. 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 consultant may invoke Arbitration Clause of the contract.

48.2. Arbitration clause applicable to CPSUs:

48.2.1. 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.

48.2.2. The venue of arbitration shall be Mumbai. India.

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

48.2.4. 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.

48.3. Arbitration clause applicable to non-CPSUs:

48.3.1. 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.

49. RISK PURCHASE:

49.1. If the article / service or any portion thereof be not delivered / performed by the scheduled delivery date / period, any stoppage or discontinuation of ordered supply / awarded contract without written consent by Purchaser or not meeting the required quality standards the Purchaser shall be at liberty, without prejudice to the right of the Purchaser to recover Liquidated Damages / penalty as provided for in these conditions or to any other remedy for breach of contract, to terminate the contract either wholly or to the extent of such default. Amounts

advanced or part thereof corresponding to the undelivered supply shall be recoverable from the Firm / Bidder at the prevailing bank rate of interest.

49.2. MDL shall also be at liberty to purchase, manufacture or supply from stock or utilize the services as it deems fit, other articles of the same or similar description to make good such default and/or in the event of the contract being terminated, the balance of the articles of the remaining to be delivered there under. Any excess over the purchase price, cost of manufacture or value of any articles supplied from the stock, as the case may be, over the contract price shall be recoverable from the Bidder / Firm.

50. अनुबंध संचालन / CONTRACT OPERATION:

50.1. This contract shall in all respects be interpreted and operated as an Indian Contract and in conformity with Indian Law.

51. अधिकार क्षेत्र / JURISDICTION:

51.1. 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.

52. समाप्ति / TERMINATION:

52.1. 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.

53. संरक्षित क्षेत्र / PROTECTED AREA:

53.1. The Site is a Protected Place under the Defence of India Regulations and no person shall be employed or allowed on the Site without the prior authority in writing of the Employer. All persons employed or allowed on the Site shall at all times conform to all regulations laid down by the Employer for personnel employed upon the Site.

54. सलाहकार कर्मचारियों का पुलिस सत्यापन / POLICE VERIFICATION OF CONSULTANT'S EMPLOYEES:

54.1. The Consultant 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 Consultant'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-20. BIDDERS ARE REQUESTED TO NOTE THE SAME. NO RELAXATION SHOULD BE ASKED FOR.**

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

55.1. In case of improper on-line filling of Acceptance Formats for Tender Enquiry Form, it shall be presumed that all our tender terms & conditions are acceptable to bidder.

56. AMENDMENT TO THE TENDER ENQUIRY:

56.1. At any time prior to the deadline for submission of the bids, MDL for any reason whether at MDL's own initiative or in response to a clarification requested by a prospective Tenderer may modify the Bidding Documents by amendment. In order to afford the amendment, the reasonable time may be given by extending the deadline of the tender.

57. निविदाकारों कर कर्तव्य / BIDDER'S OBLIGATION:

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

58. एम डि एल की समीक्षा / MDL's REVIEW:

- 58.1. MDL reserves the right to review Consultant's recommendations for any activity and may ask to alter (addition/deletion) the same prior to according approval to the report.
- 58.2. MDL also reserves the right for change of the personnel deployed by the consultant if their services are found to be unsatisfactory, upon written request giving valid reason.
- 58.3. Offload the Firm at any point of time during the period of Contract.

59. निविदाओं को स्वीकृत या अस्वीकृत करने का एमडीएल का अधिकार / MDL'S RIGHT TO ACCEPT OR REJECT ANY TENDER :

59.1. MDL reserves the right to accept or reject tender, and to cancel the tender process and reject Tender at any time prior to award of the contract, without incurring any liability to the affected Bidder or any obligation to inform the affected Bidder of the grounds for MDL's action. MDL also reserves the right to consider placement of Order / Contract in part or in full against the tendered quantity or reject Tender without assigning any reasons thereof.

60. PROGRESS REVIEW :

60.1. A monthly review of the Project shall be held at MDL where all concerned, including Senior Officials of the Consultant's firm, are requested to be present to review the Progress of the work. No Extra charges shall be paid for such visits/attending meetings.

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

DGM/HOD (TS-COMM)
(K B Shende)
Email - tscomm@mazdock.com

Enclosures:

1.	Enclosure-1	-	Form of undertaking to be furnished by the bidder
2.	Enclosure-2	-	Tender Enquiry Acceptance Form
3.	Enclosure-3	-	Standard Terms and Condition (Stacs) Acceptance Form- NOT APPLICABLE
4.	Enclosure-4	-	Extract of Official Secrets Act, 1923
5.	Enclosure-5	-	Deviations from Tender Enquiry Form
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-I
9.	Enclosure-9	-	Personnel available with the Consultant for this Project
10.	Enclosure- 10 (A)	-	Declaration Certificate for Local Content(Sample Filled up Form for Filling Enclosure-10(A) ATTACHED SEPERATELY)
11.	Enclosure- 10 (B)		Actual Local Content Certificate
12.	Enclosure- 10 (C)		Declaration in respect of restriction under Rule 144 (xi) of the General Financial Rules (GFRs), 2017
13.	Enclosure-11	-	Banned or Delisted of Firm/Vendor
14.	Enclosure-12	-	MDL Bank Account Details for Online Remittance of EMD/Security Deposit
15.	Enclosure-13	-	Integrity Pact- NOT APPLICABLE
16.	Enclosure-14	-	RTGS/NEFT/ECS – Mandate Authorisation Form
17.	Enclosure-15	-	Proforma Bank Guarantee format for Bid Bond / EMD
18.	Enclosure-16	-	Performa for Bank Guarantee against Security Deposit
19.	Enclosure-17	-	Hindrance Register Format
20.	Enclosure-18	-	List of Reports and Drawings. Reports and Drawings are attached separately.
21.	Enclosure-19	-	Price Bid (Part-II) - to be submitted online
22.	Enclosure-20	-	Loss of Pass
23.	Enclosure-21		Invoice Certification Format
24.	Enclosure-22	-	Litigation History
25.	Enclosure-23	-	PARTICULARS OF EXPERIENCE IN SIMILAR PROJECTS-II
26.	Enclosure-24	-	CHECKLIST OF SUBMITTALS ATTACHED ALONGWITH ONLINE TECHNICAL BID
27.	Enclosure-25	-	Address Label
28.	SAMPLE FORMAT	-	SAMPLE FORMAT FOR FILLING ENCLOSURE-10 (A) OF TENDER-attached Separately
29.	Statutory requirements & Safety clause	-	To be downloaded from our website www.mazagondock.in
30.	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:	Appointment of Consultant for Development of New Infrastructures at Nhava yard or adjoining MbPT land
Ref:	MDL Tender Enquiry No. 1900000094

1. We undertake to complete the entire scope of services comprised in the Contract within the schedule stipulated in the tender. In this regard, we have visited the all the sites located at Nhava Yard, village Nhava, District Raigad and adjoining land of MbPT is at Dockyard Road, Mumbai and clearly understood the scope of work to be rendered under the above-referred tender.
2. We have independently considered the amount of 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 delay in completion of services attributable to us.
3. We agree to abide by this Tender for a period of **150** 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.
4. We agree to furnish required Bank Guarantee towards Contract Performance as a Security Deposit for 5% of contract value, valid till 30 days beyond the actual completion of the contract.
5. Unless and until a formal Agreement or Order is prepared and executed, this tender together with your written acceptance thereof, shall constitute a binding Contract between us.
6. We understand that if our Tender-Bid is accepted, we are to be jointly and severally responsible for the due performance of the Contract.
7. We understand that you are not bound to accept the lowest or any Tender you may receive.
8. We undertake to comply with the Anti profiteering provisions of GST Act 2017.

Dated this _____ day of _____ (year)

Signature _____ in the capacity of _____

duly authorised to sign Tenders for and on behalf of _____

(IN BLOCK CAPITALS)

Witness:

Signature _____ Address of Witness _____

Name _____ Occupation _____

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

To,
MAZAGON DOCK SHIPBUILDERS LIMITED
TECHNICAL SERVICES DEPARTMENT

TENDER ENQUIRY No. 1900000094

TEF CLAUSE NO.	TENDERER'S REMARK	TEF CLAUSE NO.	TENDERER'S REMARK
	ACCEPTED/ DEVIATION		ACCEPTED/ DEVIATION
15		27	
20		28	
21		29	
22		30	
24		49	
25		50	
26		52	

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 8 means – clause nos. 4, 4(i), 4(ii) etc.

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) Wilfully 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-5

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 _____

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

Description	FY 2016-17	FY 2017-18	FY 2018-19	Average Annual Turnover
	₹(in Lakhs)	₹(in Lakhs)	₹(in Lakhs)	₹(in Lakhs)
	X	Y	Z	(A) = (X+Y+Z)/3
Gross Annual Turnover of Consultancy Services Only				

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

Signature of Chartered Accountant
with Seal

Signature and Seal of the Bidder

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

1	2	3	4	5	6	7
Sr. No.	Name of the Work/Project	Contract Value ₹(in Cr)	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 ₹(in Lakhs)	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) ₹(in Lakhs) (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 = $[A \times N \times 2] - B$, where
- (b) **A** = Average Annual Turnover of the bidder for the last Three Years (ending 31st March, 2019) from Consultancy Services.
- (c) **N** = Number of years prescribed for completion of work for which bids have been invited = **0.5 (6 Months)**.
- (d) **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 = ₹ _____ Lakhs

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

Signature of Chartered Accountant
with Seal

Signature and Seal of the Bidder

PARTICULARS OF EXPERIENCE IN SIMILAR PROJECTS-I

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

Sir,

Sub: Appointment of Consultant for Development of New Infrastructures at Nhava yard or adjoining MbPT land.

Ref: MDL Tender No. 190000094

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 10.3.2.1/10.3.2.2/10.3.2.3** (*strike out whichever is not applicable*) of the tender. The details of projects as stipulated in the tender enquiry form and completed satisfactorily by us are as under:

Clause 10.3.2.1: Three completed works each costing not less than ₹ 71 Lakhs.

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

OR

Clause 10.3.2.2: Two completed works each costing not less than ₹ 89 Lakhs.

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

OR

Clause 10.3.2.3: One completed work costing not less than ₹ 142 Lakhs.

Sr. No	PO No & Date	Completion Cost of TEFS	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 TEFS	
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:
- Copy of Work Order/Contract Agreement indicating contract amount, Project/Work value, Scope of Work & other details with signature of Both Parties.
 - Work Completion Certificates issued by the Client(s) indicating proper reference of Contract Agreement & Date of Completion.
 - 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 Consultant:

Name and Address:

Place:

Date:

Official Seal

Enclosure-9

QUALIFICATION CRITERIA

KEY PERSONNEL AVAILABLE WITH THE CONSULTANT FOR THIS PROJECT

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

Sl No.	Designation of the Personnel with Discipline	No of Personnel to be deployed	Month wise Duration of Deployment this project	No of Years of Relevant Experience (Attach Supporting documents)

DECLARATION CERTIFICATE FOR LOCAL CONTENT

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

In cases of procurement for value in excess of Rs. 10 Crores, the bidders 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 chartered accountant (in respect of supplier other than companies) giving the percentage of local content & applicable item wise custom duty.

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

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

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

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

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have read and understood the requirement of local content (LC) and same is specified as percentage calculated in accordance with the definition provided at clause 2 of revised Public Procurement (preference to Make in India) Order 2017.
 “Local content” as per above order means the amount of value added in India which shall be the total value of items procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value in percent.”
- (c) I have satisfied myself that the goods/services/works to be delivered in terms of the above specified bid comply with the local content requirements as specified in the tender for ‘Class-I Local Supplier’ / ‘Class-II Local Supplier’, and as above.
- (d) I understand that a bidder can seek benefit of either Public Procurement Policy for MSEs –Order 2012 or Public Procurement (preference to Make in India) Order 2017 and not both and once the option is declared / selected it is not permitted to be modified subsequently. Accordingly, I seek the benefit from the below declared purchase preference policy only.

i.	I seek benefits against the following policy.:	PPP MSE Order 2012 <input type="checkbox"/> PPP MII 2017 <input type="checkbox"/> Choose/Tick One OPTION from above
----	--	--

(e) I declare the following in respect of the goods/services/works to be delivered in terms of the above-specified bid

i. Does any portion of the services, works or goods offered have any imported content?	YES / NO
ii. If yes, the rate(s) of exchange against the appropriate currency used in this bid to calculate the local content are declared in the table below:	

Currency	Rates of exchange	Date of exchange
US Dollar		
Euro		
Others		

Attach separate sheet duly signed if space is not sufficient

(f) The local content calculated using the definition given above and the rates of exchange indicated in paragraph (e) are as under:

Tender Item Sr No	Local content calculated as above %	Imported content including all custom duties (%)	Bid price in percentage only, excluding domestic indirect taxes (%)	Location value ad

Attach separate sheet duly signed if space is not sufficient

(g) I accept that the Procurement Authority / Institution / MDL / Nodal Ministry has theright to request that the local content be verified in terms of the requirements of revised Public Procurement(preferencetoMakeinIndia)Order2017dtd04.06.2020andIshallfurnishthe document / information on demand. Failure on my part to furnish the data will be treated as false declaration as per PPP MII Order 2017. In case of contract being awarded, I undertake to retain the relevant documents for 7 years from date ofexecution.

(h) I understand that the submission of incorrect data, or data that are not verifiable as describedinrevisedPublicProcurement(preferencetoMakeinIndia)Order2017,mayresult in the Procurement Authority / Nodal Ministry / MDL imposing any or all of the remedies as provided for in Clause 9 of the Revised Public Procurement (preference to Make in India) Order 2017 dated04.06.2020.

SIGNATURE: _____

DATE: _____

Seal / Stamp of Bidder

ACTUAL LOCAL CONTENT CERTIFICATE

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

Note 2: In cases of PO / Contract value in excess of Rs. 10 Crores, 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 chartered accountant (in respect of supplier other than companies) giving the percentage of local content.

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

IN RESPECT OF CONTRACT No./ PO

No.....

ISSUED BY: MAZAGON DOCK SHIPBUILDERS LIMITED

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

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

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

Tender Item Sr No	Local content calculated as above %	Imported content including all custom duties (%)	Bid price in percentage only, excluding net domestic indirect taxes (%)	Location of value addition

I declare the following in respect of the goods/services/works delivered in terms of the above specified PO / Contract

- (i) It contains the import content (including Customs duties) to the tune of ----- Percent
- (ii) The relevant rate(s) of exchange against the appropriate currency used in execution of this PO / Contract are given in the table below:

Currency	Rates of exchange	Date of exchange rate
US Dollar		
Euro		
Others		

(f) The local content calculated using the declaration given at the time of Bid, and the above rates of exchange is as under:

Tender Sr. No.	Actual Price, excluding domestic taxes (%)	Price, net indirect	Actual Imported content including all custom duties (%)	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.

(g) I accept that the Procurement Authority / Institution / MDL / Nodal Ministry has the right to request that the local content be verified in terms of the requirements of revised Public Procurement (preference to Make in India) Order 2017 dtd 04.06.2020 and I shall furnish the document / information on demand. Failure on my part to furnish the data will be treated as a false declaration as per PPPMII Order 2017. I undertake to retain the relevant documents for 7 years from date of execution.

(h) 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 04.06.2020.

SIGNATURE: _____

DATE: _____

Seal / Stamp of Bidder

Enclosure-10 (C)**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 consultants 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 consultant from such countries unless such consultant is registered with the Competent Authorities. I hereby certify that this bidder fulfils all requirements in this regards and is eligible to be considered. (Where applicable, evidence of valid registration by the Competent Authorities shall be attached)

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

Enclosure-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: Appointment of Consultant for Development of New Infrastructures at Nhava yard or adjoining MbPT land.

Ref: MDL Tender No. 1900000094

With reference to **Clause no: 34** (Banned Or De-Listed Tenderer/ Firms / Vendors), referred Tender Enquiry, We declare the Information as below.

- i. 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

- ii. 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

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

Signature of Consultant:

Name and Address:

Place:

Date:

Official Seal

Enclosure-12

MAZAGON DOCK SHIPBUILDERS LIMITED
DOCKYARD ROAD
MUMBAI - 400010

1. MDL'S BANK ACCOUNT DETAILS:

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

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

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

Date of Remittance	Name of Firm	UTR No.	MDL tender/PO. Ref No.	Nature of Remittance viz. EMD/SD 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.

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

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

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

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

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

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

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-fulfillment 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 fulfill the said tender in terms thereof or committed breach of any terms and conditions of the tender the extent of loss, damage, cost, charges and expenses suffered or incurred or would be suffered or incurred by the Company on account thereof and we waive in the favour of the Company all the rights and defences to which we as guarantors may be entitled to.

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

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

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

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

7. Notwithstanding anything contained herein above:

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

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

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

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

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

PROFORMA BANK GUARANTEE FOR SECURITY DEPOSIT

(ILLUSTRATIVE FORMAT)

(On Non-Judicial stamp paper of value Rs. 100/-. However, the value of stamp paper to be confirmed from Legal Department, MDL.)

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

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

6. We, Bank also agree that the Bank's liability under this guarantee shall not be affected by any change in the constitution of the Consultant/ Supplier or dissolution or winding up of the business of the consultant/ supplier.
7. Notwithstanding anything contained herein above:
 - i) Our liability under this guarantee shall not exceed Rs.....
 - ii) This Bank Guarantee shall be valid upto and including; and
 - iii) We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before (validity + ---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

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

LIST OF REPORTS and DRAWINGS

SR.NO.	REPORT/DRAWING Details	DESCRIPTION
1.	Report dtd Oct 2019	Marine Geotechnical Investigation Report
2.	Report dtd Nov 2019	Field Data Analysis Report for Monsoon Season
3.	Report dtd Feb 2019	Field Data Analysis Report for First Season
4.	Report dtd June 2020	Model Studies for HD, ST and Dispersion of Dredged Material
5.	Report dtd Mar 2020	MMS for Wave Tranquility
6.	Report dtd Sept 2020	Sub Bottom Seismic Profiling Studies
7.	Drawing dtd 29.09.2009	Layout Drawing of Nhava Yard
8.	Drawing dtd 18.07.2018	Layout Drawing of MbPT Land

Enclosure-19

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

**Sub: Appointment of Consultant for Development of New Infrastructures at
 Nhava yard or adjoining MbPT land.**

Ref: MDL Tender No. 1900000094

S.N.	Item Description	Unit	Qty	Rate (₹)	Amount (₹)
1	Professional Fee including Preparation of Reports	Lumpsum	1		
2	Survey & Investigations at Nhava Yard	Lumpsum	1		
3	Survey & Investigations at MbPT	Lumpsum	1		
TOTAL					
GST @ 18%					
NET TOTAL INCLUDING GST					

Mazagon Dock Shipbuilders Ltd.**Loss of Pass - Consultant/Vendors.**

1. Penalties will be imposed towards loss of passes/ non renewal of passes apart from warning as deemed necessary for consultants, 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 consultant 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. Performance Bank Guarantee/ Security Deposit vide No. _____
dated: _____ Rs. _____ Valid till _____

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 _____
2. No Claim Certificate (applicable for Final Invoice only) : Yes/ Not Applicable
3. Actual Local Content Certificate (applicable for Final Invoice only): Yes/Not Applicable
4. Price indices & Escalation sheet (if escalation is included) : Yes/ Not Applicable
5. 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 / HOD (Comm)

(Sign & Stamp with date)

Consultant

(Name, Sign & Stamp with Date)

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

Litigation History

Name of Applicant _____

Applicants should provide information on any history of litigation or arbitration resulting from contracts executed in the last five years or currently under execution.

Year	Award FOR or AGAINST Applicant	Name of client, cause of litigation, and matter in dispute	Disputed amount (current value in Rupee equivalent)

Enclosure-23**PARTICULARS OF EXPERIENCE IN SIMILAR PROJECTS-II**

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

Sir,

Sub: Appointment of Consultant for Development of New Infrastructures at Nhava yard or adjoining MbPT land

Ref: Tender no: 1900000094

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 10.6iia/10.6iib/10.6iic** (strike out whichever is not applicable) of the tender. The details of similar projects as stipulated in the tender enquiry form carried out satisfactorily/ being carried out by us are as under:

Clause 10.6iia): Three similar completed or ongoing works Major Marine Infrastructure Projects involving Design and PMC for Jetty, Dry Dock, Ship Lift, Berths, Breakwater, quay wall and associated Services/Utilities (All together or Part of).

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

OR

Clause 10.6iib): Two similar completed works Major Marine Infrastructure Projects involving Design and PMC for Jetty, Dry Dock, Ship Lift, Berths, Breakwater, quay wall and associated Services/Utilities (All together or Part of).

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

OR

Clause 10.6iic): One similar completed work Major Marine Infrastructure Projects involving Design and PMC for Jetty, Dry Dock, Ship Lift, Berths, Breakwater, quay wall and associated Services/Utilities (All together or Part of).

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:
- a. Copy of Work Order/Contract Agreement indicating contract amount, Project/Work value, Scope of Work & other details with signature of Both Parties.
 - b. Work Completion Certificates issued by the Client(s) indicating proper reference of Contract Agreement & Date of Completion.
 - c. Any other document (*please specify*)
- 4.** Year of Existence of our Company isThe following supporting documents are enclosed for the same:
- i. Certificate of Registration
 - ii. Shop & Establishment Act Certificate
- 5.** 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-24

CHECKLIST OF SUBMITTALS ATTACHED ALONGWITH ONLINE TECHNICAL BID
TENDER ENQUIRY No. 1900000094

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

S1 No	Submittals (Scanned Copy)	Whether Submitted/ Not Submitted	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		
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(A) viz Declaration certificate for Local Content		
	a. Whether not chosen option has been struck off at Para (d-i) of Enclosure	Yes/ No	
	b. Whether proper option (Yes/ No) has been chosen at Para (e-i) of Enclosure	Yes/ No	
	c. If Yes option has been chosen at Para e(i), Whether all the columns have been filled up at Para (e-ii) of Enclosure	Yes/ No	

Sl No	Submittals (Scanned Copy)	Whether Submitted/ Not Submitted	Bidder to indicate the Reasons below for Non Submissions if any, or if they have indicated "NO" under relevant columns
	d. If NO option has been chosen at Para e(i), Whether Not Applicable (NA) has been indicated in all columns at Para (e)-ii) of Enclosure	Yes/ No	
	e. Whether all columns have been filled up at Para (f) of Enclosure	Yes/ No	
	f. Whether Enclosure-10(A) viz. Declaration Certificate for Local Content has been signed by Authorised Signatory as indicated at Tender Clause No. 31.3(i)	Yes/ No	
	ii) Enclosure-10(C) viz Declaration in respect of restriction under Rule 144 (xi) of the General Financial Rules (GFRs), 2017		
13	Enclosure-11 viz Declaration for Banned or delisted Tenderer		
	Enclosure-12 viz Online Remittance of EMD/Security Deposit		
14	Scan copy of BG in case of EMD submitted through BG	Yes/ No	
	EMD or Exemption Certificate for EMD viz NSIC/ MDL Registration certificate/MSME Certificate	Yes/ No	
15	Enclosure-13 - Integrity Pact		NOT APPLICABLE
	a. Enclosure-14 viz RTGS Form		
16	b. Whether RTGS form is duly authenticated by any Bank	Yes/ No	
	a. Solvency Certificate		
17	b. Whether Solvency Certificate is addressed to MDL	Yes/ No	NOT APPLICABLE
	c. Whether Solvency Certificate is issued within 6 month from Tender closing date	Yes/ No	
18	GST Registration Certificate		
19	PAN CARD		
	a. Shop & Establishment Registration Certificate or Certificate of Incorporation		
20	b. Whether Shop and Establishment Certificate is valid as on date of submission	Yes/ No	
21	Company Profile		
22	Power of Attorney		

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		_____

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**Sub: Appointment of Consultant for Development of New Infrastructures
at Nhava yard or adjoining MbPT land
Ref: MDL Tender No. 190000094**

EARNEST MONEY DEPOSIT

To,

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

From,

