



माझगांव डॉक शिपबिल्डर्स लिमिटेड

(भारत सरकार का उपक्रम)

राष्ट्र के पोत निर्माता

डॉकयार्ड रोड, माझगांव

मुंबई - ४०००१०

भारत

MAZAGON DOCK SHIPBUILDERS LIMITED

(Formerly known as Mazagon Dock Ltd.)

CIN : U35100MH1934GOI002079

(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: इन्फ्राप्रोजेक्ट्स

DEPARTMENT: **INFRA PROJECTS**

निविदा क्रमांक : १८०००००२८

TENDER NO: 1800000028

निविदा जारी दिनांक: 13 दिसम्बर २०१६

TENDER DATE: 13 Dec' 16

निविदा देय दिनांक एवं समय: १८ जनवरी २०१७ दोपहर १४३० बजे

CLOSING DATE & TIME: 18 Jan' 17 at 1430Hrs

भाग १ - तकनीकी एवं वाणिज्यिक हिस्सा खोलने (ऑनलाइन) कि तिथि एवं समय: २० जनवरी २०१७ दोपहर
०२.३० बजे से

Online Opening of Part-I (Techno-commercial Bid): 20 Jan' 17, 1430 Hrs IST onwards

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

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

Description of Work: Modernization of MDRC Health Club - 1st Floor including Civil, Electrical, HVAC, including Gymnasium, Furniture Works, Lifts and Structural Works at MDL, Mumbai.



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

- Volume –I: Instructions to Tenderers, Tender data & Qualification Requirements
- Volume – II: Conditions of Contract, Payment Terms and Delivery Schedules
- Volume – III: Scope of work, Drawing & Price Bid (Part-II)
- Volume – IV: Technical Specifications



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**Modernization of MDRC Health Club – 1st Floor
including Civil, Electrical, Mechanical, Gym
Equipment & Furniture Works at MDL, Mumbai.**

VOLUME-I

**Instructions to Tenderers, Tender data &
Qualification Requirements**

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1. IMPORTANT NOTE FOR TENDERERS:

1.1. This is an e-tender and bids have to be submitted online ONLY. It is the sole responsibility of the Tenderers to submit their bids online on or before time. **Tenderers are, therefore, advised to commence the bidding process on the e-procurement portal WELL IN ADVANCE** (preferably 3-4 days prior to tender closing date) and not wait for last minute submission of their bids. Tenderer'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.

- 1.2. In case any Tenderer intending to respond against the tender and is not having the DSC to facilitate uploading of their 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 Tenderer, 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 Tenderer.
- 1.3. Tenderers desirous of modifying their bids may do so online prior to the tender closing date & time.
- 1.4. In case of any discrepancies between Hindi and English Versions of the Tender Clauses, English Version shall prevail.
- 1.5. The online bid can be submitted by the authorized representative of the Tenderer as detailed below:
- 1.5.1. By the Proprietor, in case of a proprietary firm; or
 - 1.5.2. By a Partner, in case of a partnership firm and/or a limited liability partnership; or
 - 1.5.3. By a duly authorized person holding the Power of Attorney, in case of a Limited Company or a corporation.
- 1.6. All correspondences and meetings during tendering process & execution shall be dealt with the authorized representative only.
- 1.7. MDL has appointed M/s. RATAN J BATLIBOI CONSULTANTS PVT LTD (RJBCPL) as a consultant for the subject work.
- 1.8. In case of any techno-commercial query prior to submission of bids, you may contact Shri Satish Patil, CM/HOD (IP-Comm) with a copy to representative of the consultant Mrs. Sandhya Shuklabaidya. The contact details for both as under:
Mr. Satish Patil
Email: mdlipcomm@mazdock.com
Tel No: 022 23764246/ 022 23764248
- Mrs. Sandhya Shuklabaidya
Email: sandhyas@rjbx.in
Tel No: 022 40640000
- 1.9. The Tender Enquiry can also be downloaded from our website www.mazdock.com and on Central Public Procurement Portal. However, they have to bid only on e-procurement portal <http://eprocuremdl.nic.in>.
- 1.10. **MDL's Service Provider for E-Procurement Portal is**
M/s. National Information Centre,
Mob. No.: +91-8826246593
E-mail: support-eproc@nic.in
The 24 x 7 Telephone Help Desk Number 0120-4200462, 0120-4001002
- 1.11. **Pre-requisites for up-loading the Techno-Commercial Bid**
- (i) "Digital Signature Certificate" class III B (DSC) is a must for downloading the tender and uploading the techno commercial offer on our e-procurement portal <http://eprocuremdl.nic.in> for secured bidding.
 - (ii) By registering with our e-procurement portal for User ID and Password.
 - (iii) "Digital Signature Certificate" class III B (DSC) can be obtained from our service provider M/s. National Information Centre, or from any authorized agency like MTNL, TCS & SIFY etc.
 - (iv) Bidders should ensure Hardware & Software compatibility as well as Digital Signature available on front page of e-procure web site. Request for extension of due date shall not be entertained due to non-availability of these tools.
 - (v) Bidders should follow all the instructions enlisted on the front page of e-procure web page.
- 1.12. **To ensure availability of above prerequisite is bidders responsibility**

- (i) It is mandatory to upload the complete techno-commercial offer along with the price bid through e-tendering on our e-procurement portal only.
- (ii) Price bids shall strictly be quoted in prescribed price format/rate sheet as available and appearing on line on e-procurement so that it remains secured, encrypted and unreadable in the system.
- (iii) In no circumstances the price bids shall be forwarded or uploaded in any other form.
- (iv) Entire responsibility of the uploading the complete bid (Part-I & Part-II) shall be that of the bidder.
- (v) No request / complaint shall be entertained after the due date/time of the tender.
- (vi) Non availability of any of the prerequisites or last minute calls seeking clarifications / projecting problems shall not entitle a bidder to seek request for extension of due date.
- (vii) Any problem with regard to uploading of the tender shall be intimated to M/s. M/s. National Information Centre at least 24 hours in advance to the tender closing time & date. However, it will not be considered as reason for extension of due date of the tender.
- (viii) Request for extension, if at all to be made, shall be forwarded at least 3 working days in advance to the tender closing date / time with proper reasoning to undersigned by e-mail/fax. The request shall be put up to the competent authority for consideration on the merit of the case. MDL reserves all rights in this regard & decision of MDL shall be binding to the applicants.

It is important to note that the bidders can upload their bids right from the time the tender is available on portal/website. It is advisable that the bidder uploads the bid well in time rather than wait till last minute to avoid situations wherein he is unable to successfully upload the bid for various reasons which cannot be addressed then due to lack of time.

2. **ELIGIBILITY AND QUALIFICATION**

This Tender is open to Tenderers having experience in ***Civil, Interior, Electrical, HVAC and associated Structural work for Buildings/ Corporate Offices /Malls/ Star Hotels including Gymnasium/ clubs, Sauna & Lift.*** Tenderers must meet the requirements of the Qualification Criteria detailed in **Enclosure-2 to 7** to this document, which is to be submitted as part of the tenderers Part 1 – Techno-Commercial Bid.

3. **COST OF TENDERING**

The Tenderer shall bear all costs associated with the preparation and submission of their Offer/Bid, and MDL will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process including cancellation of this tender process.

4. **SITE VISIT:**

- 4.1. The site for the work is located in MDL premises at Dockyard Road, Mumbai.
- 4.2. **It is considered necessary that the Tenderer should visit the site and get clear idea about the work involved, before quoting. Tenderer(s) are therefore advised to visit the site and study all the particulars of the site and the nature of the work.**
- 4.3. Tenderer(s), if required, may contact on telephone no. 23764246/48 or email: mdlipcomm@mazdock.com for any doubts /clarifications / site visits.

5. **PERIOD OF VALIDITY OF TENDERS:**

- 5.1. Bids / Offers shall remain valid for a period of not less than **150 Days** after the deadline date of submission.
- 5.2. Technically accepted Tenderer 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.

6. EARNEST MONEY DEPOSIT (EMD) / BID BOND:

- 6.1. Tenderers shall furnish EMD of ₹ 10,00,000/- (**Rupees Ten Lacs Only**), in the form of NEFT/crossed DD / Pay Order or Bid Bond / Bank Guarantee drawn in favor of MAZAGON DOCK SHIPBUILDERS LIMITED, Mumbai from the list of Banks approved by SBI /Canara Bank published on MDL website (as per **Enclosure-13**). www.mazdock.com → Tenders → Bills/EMD status → List of First Class Bank approved by CPPC on 23 Feb' 16
- 6.2. The Bid Bond / Bank Guarantee should be valid for one more month beyond the offer validity period indicated in the Tender. Either of these instruments should be drawn on reputed International / Nationalized / Scheduled Banks **excluding Co-operative Banks**, payable at Mumbai and should essentially be enclosed in the Part-I viz. Techno-commercial Bid. Crossed DD / Pay Order issued by Co-operative Banks, however, may be accepted subject to its realization.
- 6.3. The date of NEFT/DD/ BG shall not be later than the tender closing date.
- 6.4. **For tenderer(s) desiring to furnish EMD in form of NEFT/RTGS, MDL's Bank detail are given below:**

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

The MDL's Bank details mentioned above are also applicable for submission of PBG/SD. **The tenderer(s) shall fill EMD amount, Tender reference number and name of tenderer in the** relevant Text/Narration field while transferring the amount through NEFT online for EMD/PBG/SD.

- 6.5. The details of EMD/Bid Bond viz., EMD Amount, Mode of Payment, Instrument Number, Instrument Date & Bank Details (such as Banker Name, Telephone No., Fax No., Name of the signatory) are to be filled in the relevant form appearing online. Scanned Copy of the instrument towards EMD (DD/Pay Order/BG/Bid bond/ NEFT Transfer Report/RTGS Transfer Report/ SWIFT message) is to be uploaded on or before closing date of Tender.
- 6.6. **The original of the above DD / BG towards Earnest Money Deposit (EMD) / BID BOND shall be sent by Registered Post/Speed Post/Courier/Hand Delivery to Additional General Manager (IP), in a sealed envelope super scribing EMD for Tender Enquiry No. and Due date, so as to reach within 07 days from the Tender Closing date during office hours i.e upto 17:30 hrs, addressed To,**
Additional General Manager,
Infra Projects Department,
3rd Floor, Admin Building,
Alcock Yard,
Mazagon Dock Shipbuilders Limited,
Dock Yard Road,
Mumbai - 400010, INDIA
- 6.7. **If the original of EMD/Bid Bond is NOT RECEIVED within the stipulated period of 07 days from the closing date of the tender, the Bids / Offers shall not be considered.**
- 6.8. EMD of technically rejected Tenderers shall be refunded within 15 days from the date of opening of Price bid. EMD of remaining unsuccessful Tenderers shall be returned after finalization of the Contract and shall be interest free.

- 6.9. EMD of successful Tenderer(s) shall be returned after submission of Performance Bank Guarantee and shall be interest free.
- 6.10. The Earnest Money Deposit shall be forfeited by MDL in the following events:
- 6.10.1. If the Tenderer withdraws, amends, impairs or derogates from the tender, agreed conditions of TNC / PNC in any respect within the period of validity of his offer.
- 6.10.2. If the successful Tenderer declines acceptance of Order, within the period of his offer.

7. EXEMPTION FROM SUBMISSION OF EMD/BID BOND:

- 7.1. State & Central Government Of India Departments & Public Sector Undertakings.
- 7.2. Firms registered with MDL for the items for which the offer is being submitted: To qualify for EMD exemption, firms should necessarily submit valid copy of the Registration Certificate issued by MDL in Part-I offer/bid. Firms in the process of obtaining MDL/MDL registration shall not be considered for EMD exemption.
- 7.3. Firms registered with NSIC under its "Single Point Registration Scheme". (Exemption shall apply only to items/services & value up to which Tenderers are registered with NSIC). To qualify for EMD exemption, firms should necessarily submit valid copy of the Registration Certificate alongwith 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 shall not be considered for EMD exemption.
- 7.4. All Micro & Small Enterprises (MSEs). To qualify for EMD exemption, firms should necessarily submit valid copy of the Registration Certificate, issued by the Competent Authority regarding their Micro/Small Industry status, in Part-I offer / bid.

8. CONSTRUCTION PROGRAMME/METHODOLOGY AND LABOUR/ PLANT EQUIPMENT DEPLOYMENT SCHEDULE:

- 8.1. The Tenderer shall submit along with their offer the following with details to understand the Methodology of Work & its Time Frame.

8.1.1. Construction Programme:

This shall consist of a detailed bar chart showing programme for completion of various sections of Work and their sequence specifying particular Time Frame. The bar chart shall indicate the principal quantities of work forecast for execution monthly. This Construction Programme shall form the basis for preparation of detailed CPM schedule to be furnished after the award of the Contract.

8.1.2. Employment Schedule:

This shall consist of a chart/histogram showing monthly deployment of manpower (including skilled and unskilled labour of various categories) commensurate with the Construction Schedule. Employment Schedule shall be binding to the contractor & the contractor shall adhere to the same during the entire construction period without any fail.

8.1.3. Construction Method Statement

The Tenderer shall submit Method Statements i.e. A write-up with full technical particulars supported by sketches / drawings indicating the proposed methods of construction.

9. SUBMISSION OF TENDER IN TWO-BID SYSTEM:

The Tender must be submitted in Two parts i.e. Part-I (Techno-Commercial Bid) and Part-II (Price Bid) as appearing online on the portal <https://mdl.eproc.in>.

9.1. Techno-Commercial (Part-I) Bid:(online submissions of Offers):

9.1.1. Tenderers are requested to submit online/upload the following Enclosures as part of their Techno-Commercial Bid(Part-I).

SR.	Enclosure No.	Description of the Enclosure
1	Enclosure-1	Form of undertaking to be furnished by the Tenderer
		QUALIFICATION CRITERIA
2	Enclosure-2	Form (1): General Information
3	Enclosure-3.1	Form (2): Similar Experience Record
4	Enclosure-3.2	Form (3): Particulars of Experience in Similar Projects
5	Enclosure-4	Form (4): Bidding Capacity
6	Enclosure-5	Form (5): Summary Sheet: Current Contract Commitments / Works in Progress
7	Enclosure-6	Form (6): Key Personnel available with the Tenderer for this project
8	Enclosure-7	Form (7): Financial Capability
		ACCEPTANCE FORMS
9	Enclosure-8	Standard Terms & Conditions (STACS) Acceptance Form
10	Enclosure-9	General Terms & Conditions (GT&C) Acceptance Form
11	Enclosure-10	Conditions of Contract (CoC) Vol-II Acceptance Form
12	Enclosure-11	Deviation from General Conditions of Contract- Vol-II/STACS/GT&C
		OTHER FORMS
13	Enclosure-12	RTGS/NEFT/ECS – Mandate Authorization Form
14	Enclosure-13	Extract of provisions of the Official Secrets Act, 1923**
15	Enclosure-14	Proforma Bank Guarantee for Bid Bond / EMD
16	Enclosure-15	Banned or De-listed Tenderer /Firm / Vendors
17	Enclosure-16	Integrity Pact
18	Enclosure-17	Integrity Pact Bank Guarantee (IPBG)
Note:- Scanned copy of the above Enclosures in the MDL formats to be uploaded, ** for information & Confirmation of acceptance.		

9.1.2. Apart from above Enclosures, Tenderers are requested to submit upload the scanned copies of following Documents online as part of their Techno-Commercial Bid(Part-I).

- i. **VAT Registration Certificate, Service Tax Registration Certificate** for Works Contract Service & **Permanent Account Number (PAN)**.
- ii. Tenderer's company profile.
- iii. Valid Tenderer's Shop & Establishment Registration Certificate or Certificate of Incorporation.
- iv. Bio-data of key Personnel and technical team
- v. List of Equipment
- vi. Valid Registration Certificate issued by MDL, if applicable (Refer TEF Clause no. 7).
- vii. Valid Registration Certificate of NSIC/ MSME, if applicable (Refer TEF Clause no. 7).
- viii. Construction Programme, Employment Schedule & Construction Method Statement. (Refer TEF Clause no. 8).
- ix. Audit Certified Balance Sheet and Profit & Loss A/c for the last 3 years.
- x. CA certified Average Audited Annual financial turnover during the last 3 years.
- xi. Earnest Money Deposit (EMD) / BID BOND (Refer TEF Clause no. 6).
- xii. Valid Labour License

9.1.3. The details pertaining to the above submissions are listed below:

- i. Tenderer's Undertaking at **Enclosure-1** shall be on the firms letterhead, duly filled in, signed & stamped with company seal and scanned copy of the same shall be uploaded in online Part-I bid.
- ii. Tenderers shall upload scanned copy of all forms of Qualification Criteria (i.e. Form 1 to Form No.7) at **Enclosure-2 to Enclosure-7** in the prescribed format.
- iii. Tenderer's shall submit duly filled in, signed & stamped with company seal and scanned copy of Acceptance form online for STACS, GT&C & CoC(Vol-II) stating 'Accepted' OR 'Deviation' (for non acceptance) as applicable for each of the clause. The format of Acceptance Form is at **Enclosure-8, Enclosure-9 & Enclosure-10**. The conditions other than those mentioned shall generally not be acceptable to MDL. However, if Tenderer (s) still wish to take Deviation from the conditions, they may specify their Deviations with price tag in a prescribed format as stated at **Enclosure-11 & upload scanned copies of the documents**. Please note that Deviations if indicated in the Acceptance forms shall be supported by Relevant Deviation sheets (Enclosure-11) duly uploaded. In absence of Deviation Sheets (Enclosure-11) alongwith the technical bid, it will be deemed that the firm has no deviations even though indicated in Acceptance forms.
- iv. Tenderer shall submit Construction Methodology as detailed in the **Clause No 8** of the tender, signed & stamped with company seal and scanned copy of the same shall be submitted when/if asked for by MDL during tendering period.
- v. Scanned copy of Bank details for payment by NEFT/RTGS/ECS at **Enclosure-12**, duly filled in, signed & stamped by the Tenderer and authenticated by the Banker shall be uploaded in online Part-I bid.
- vi. Scanned copy of **VAT Registration Certificate, Service Tax Registration Certificate** for Works Contract Service & **Permanent Account Number (PAN)** duly signed & stamped with company seal shall be **uploaded in online Part-I bid**.
- vii. Bidders should have valid Labour Licence issued for any of their ongoing projects. Scanned copy of the same shall be uploaded in online Part-I bid.

9.2. **Part-II (PRICE BID):**

- 9.2.1. Price Bid as appearing in the format are **to be filed ONLINE ONLY** by the bidder.
- 9.2.2. The quantities of individual items in the BOQ are approximate and may vary.
- 9.2.3. Bidders are required to quote rates for all the items listed in the rate sheet. The Lowest Bidder (L1) shall be evaluated based on the overall cost, including WCT under VAT and Service Tax, quoted by the bidders.

10. **OPENING OF BIDS:**

- 10.1. **Part-I (Techno-commercial Bid):** Part-I bid shall be opened online on the tender closing date from 1431 hrs. onwards in Infra Projects Department. Tenderer(s), who wish to remain present during the tender (Part-I) opening, should nominate on their **company letterhead** the name and designation of one person authorised to remain present at the time of opening the bid and send this letter so as to reach the undersigned at least one working day prior to the closing date of the tender. However, the Tenderer can view the tender online by logging their user id on the portal <http://eprocuremdl.nic.in>.
- 10.2. **Part-II (Price Bid):** After completion of Technical scrutiny, intimation for opening of Part-II of bid shall be communicated only to technically accepted/qualified Tenderers. Such intimation may be given at a short notice by Fax, E-mail or even by telephone, only to the technically accepted/qualified

Tenderer(s). If any such technically accepted Tenderer wishes to remain present at the time of opening of the Price Bid, They may depute one representative with proper authorization letter on their **company letterhead**. Alternatively, Tenderer can witness the opening of their bid online from their location by logging on to the portal <http://eprocuremdl.nic.in> with their Class-IIIB digital signature certificate.

11. CLARIFICATIONS ON BID SUBMISSION/ E-TENDERING

11.1. In case of any clarifications, Tenderers are requested to contact the undersigned, before the closing date of the tender. Tenderers can also contact toll-free customer help line of e-procurement portal <http://eprocuremdl.nic.in>. User guide is available on the home page of the above-referred web site. In addition to this, it has Customer Help Desk Number 022-66865600/01/10/31/ 33/34. Training programme for online tendering is conducted in MDL Premises on working Fridays between 1400 – 1600 hrs for prospective/willing Tenderers. Interested Tenderers/vendors may forward their request for training on the following email id: **mdlipcomm@mazdock.com**.

12. BID REJECTION CRITERIA:

12.1. Following bids shall be **Categorically Rejected**:

- 12.1.1. Bids received after tender closing date and time.
- 12.1.2. Bids received without stipulated EMD or relevant documents in respect of exemption from submission of EMD.
- 12.1.3. If the date of issue of EMD (DD/BG/ online transfer) is later than the tender closing date.
- 12.1.4. Tenderers not agreeing to accept Integrity Pact or submitting Integrity Pact with deviation in MDL format.

12.2. Following bid rejection criteria shall also render the bids **Liable for Rejection**:

- i. Tenderer's failure to submit sufficient or complete details for evaluation of the bids even after given reasonable time by MDL.
- ii. Incomplete / misleading / ambiguous bids in the opinion of MDL.
- iii. Bids with technical requirements and or terms not acceptable to MDL.
- iv. Bids received without pre-qualification documents as per tender requirements.
- v. Bids not meeting the pre-qualification parameters stipulated in the tender enquiry.
- vi. Validity period indicated by Tenderers is shorter than that specified in the tender enquiry.
- vii. Tenderers not agreeing to furnish required Security Deposit / Required Contract Performance Guarantee till completion of the Scope of Work and services as per contract.
- viii. Tenderers not agreeing to the stipulated Period of Completion.
- ix. Tenderers not agreeing to Schedule of Payment.
- x. Tenderers not agreeing to the Scope of Work-Vol III.
- xi. Tenderers not submitting Original EMD within the stipulated period of **07 Days** from the closing date of the tender during working hours i.e. up to 1730 hrs, other than those who are exempt from payment of EMD, as specified in the tender.
- xii. Tenderers not submitting Original IPBG within the stipulated period of **07 Days** from the closing date of the tender during working hours i.e. up to 1730 hrs.
- xiii. In case of blacklisted or banned or de-listed by any Government or quasi Government agencies or PSUs as mentioned in Clause no: 20, MDL reserves the right to accept or reject the bid based on the ground/reasons of blacklisted or banned or de-listed.

13. EXAMINATION OF TENDERS

- 13.1. Prior to the detailed evaluation of Tenders, MDL will examine the Tenders to determine for each Tender whether:
- a. It is complete;
 - b. The documents have been properly signed and stamped by the tenderer;
 - c. It is accompanied by the required securities;
 - d. It is substantially responsive to the requirements of the tender documents; and
 - e. Tender is valid in accordance with TEF Clause no. 7.
- 13.2. A substantially responsive Tender is one which conforms to all the terms, conditions and specifications of the tender documents, without material deviation, reservation or omission. A material deviation, reservation or omission is one:
- a. Which affects in any substantial way, the scope, quality or performance of the goods;
 - b. Which limits in any substantial way, inconsistent with the tender documents, MDL's rights or the tenderer's obligation under the Contract; or
 - c. The rectification of which would affect unfairly the competitive position of other tenderers presenting substantially responsive Tenders.
- MDL's determination of a Tender's responsiveness is to be based on the contents of the Tender itself.
- 13.3. If a Tender is not substantially responsive, it will be rejected by MDL, and may not subsequently be made responsive by correction or withdrawal of the non-conformity.
- 13.4. Tenders determined to be substantially responsive will be checked by MDL for any arithmetic errors. Errors will be corrected by MDL as follows:
- a. Where there is a discrepancy between the amounts in words and in figures, the amount in words will govern;
 - b. Where there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall govern and the total price shall be corrected accordingly.
- 13.5. If the successful tenderer does not accept the correction of the errors pursuant to **paragraph 13.4 (a) and (b) above**, this will be considered as invalidating its tender and the Tender Security may be forfeited pursuant to **paragraph 6.9**.

14. EVALUATION AND COMPARISON OF TENDERS:

- 14.1. MDL along with consultant RJBCPL will evaluate and compare only the Tenders determined to be substantially responsive in accordance with paragraph above.
- 14.2. MDL reserves the right to reject any deviations, variations or alternative offers which are not submitted in accordance with the tender documents.
- 14.3. In evaluating each Tender, MDL and consultant RJBCPL will determine for each Tender the evaluated Tender price by adjusting the Tender price as follows:
- a. Making any corrections for errors pursuant to paragraph above
 - b. Adding the monetary costs of the "price tags", if any, in respect of deviations from the Conditions of Contract (CoC)/STACs/GT&C, indicated by the tenderers in **Enclosure 11**. Price Tag for Deviation is mandatory field to be filled by Tenderer.

15. PRICING:

- 15.1. All materials shall be procured by the contractor as specified in the Technical Specification/Bill of Quantities, at his own cost and the price quoted shall be deemed to be inclusive of all applicable taxes, duties, transportation, Octroi,

storage, royalties, handling, etc. The contractor should produce challans / bills of the materials and its quantity brought to the site as and when required by the Engineer-In-Charge / MDL.

16. PRICE PREFERENCE:

16.1. NO PRICE PREFERENCE SHALL BE GIVEN TO ANY TENDERER IRRESPECTIVE OF THEIR STATUS.

17. MODERNIZATION TO THE BIDS:

17.1. Tenderers desirous of modifying their bids prior to the closing date & time may do so online in the e-Procurement Portal <https://mdl.eproc.in> prior to the tender closing date & time.

18. LOADING CRITERIA FOR RANKING OF BIDS:

18.1. It is desirable that the Tenderers accept the tender terms & conditions without any deviation. In case of deviations sought by Tenderers against Payment Terms/other Commercial Terms, the Price Bids of such Tenderers shall be loaded for ranking of bids to judge the Lowest (L1) Tenderer as detailed below:

- i. It is desirable that the Tenderer accepts the Terms of Payments indicated in the tender enquiry. 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.
- ii. For the additional delivery period sought by the Tenderer over the stipulated date of delivery as per Tender, 0.50% per completed week may be loaded to the quoted price.
- iii. 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 Tenderer 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 Tenderer 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 Tenderer 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 Tenderer(s) adhere to the stipulated clause.
- iv. Tenderer(s) are advised to peruse the loading criteria thoroughly and understand the same. In case of doubt, Tenderers 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.

19. MDL'S RIGHT TO ACCEPT OR REJECT ANY TENDER

19.1. MDL reserves the right to accept or reject any tender, and to cancel the tender process and reject all tenders at any time prior to award of the contract, without incurring any liability to the affected Tenderer or Tenderers or any obligation to inform the affected Tenderer or Tenderers 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 any or all tenders without assigning any reasons thereof.

20. BANNED OR DE-LISTED TENDERER/ FIRMS / VENDORS:

20.1. The Tenderer / Contractor declares that they being Proprietors / Directors / Partners have not been any time individually or collectively blacklisted or banned or de-listed by any Government or quasi Government agencies or PSUs. If a Tenderer's entities as stated above have been blacklisted or banned or de-listed by any Government or quasi Government agencies or PSUs, this fact must be clearly stated in the prescribed format **online** at **Enclosure 15**. Filling the said information in the said format is Mandatory for every Tenderer. MDL reserve the right to ask for additional information and right to accept /reject the bid.

21. POLICE VERIFICATION OF CONTRACTOR'S EMPLOYEES:

21.1. The successful Tenderer 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 Security Passes is displayed on MDL's website www.mazdock.com-> Tenders-> Infra Projects.. **TENDERERS ARE REQUESTED TO NOTE THE SAME FOR COMPLIANCE. NO RELAXATION SHOULD BE ASKED FOR.**

22. PUBLIC GREIVANCE CELL:

22.1. A Public Grievance Cell headed by **General Manager (F-P&S)** 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 **3rd Floor, Mazadock House** or send their complaints / grievances to him in writing for redressal. His Telephone No. is **2375 9793/ 2376 2121**

23. PARTICIPATION IN ONLINE BIDDING:

Tenderers can participate in online bidding

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

24. IMPROPER ONLINE FILLING:

24.1. In case of improper on-line filling of Acceptance Formats for Tender Enquiry Form, General Terms and Conditions (GT and C) and Standard Terms and Conditions (STACS) & Conditions of Contract (CoC), it shall be presumed that all our tender terms & conditions are acceptable to Tenderer.

25. TENDERER'S OBLIGATION:

25.1. Tenderer shall abide by all Terms of Tender Enquiry (TEF), Standard Terms And Conditions (STACS) for Civil Works, General Terms And conditions (GT and C) for Civil Works, Conditions of Contract (CoC), and respective acceptance formats **are to be filled as per the format and scanned copy uploaded alongwith in e-Techno-Commercial (Part-I) bid**. The Tenderer shall also abide by the Statutory requirements, Official Secret Acts 1923, Safety Code and Security Procedure, which can be downloaded from www.mazdock.com-> Tenders-> Infra Projects.

26. INTEGRITY PACT:

- 26.1. The Pact essentially envisages an agreement between the prospective vendors / bidders and MDL, committing the persons / officials of both the parties, not to exercise any corrupt influence on any aspect of the contract.
- 26.2. **Only those vendors / bidders who enter into such an Integrity Pact with MDL would be competent to participate in the bidding.**
- 26.3. The Integrity Pact would be effective from the stage of invitation of bids till the complete execution of the contract. This pact begins when Contractor have signed it. It expires for the successful Contractor **12 months** after the last payment under the contract and for unsuccessful all other bidders, **06 months** after the contract has been awarded.

- 26.4. Bidders shall upload the signed Integrity Pact, as per format enclosed at **Enclosure-16** in the online Techno-Commercial Bid (Part-I). The hard copy of **'INTEGRITY PACT'** shall be submitted in the office of **Infra Projects Department, Mazagon Dock Shipbuilders Limited within 07 Days after closing of the tender.**
- 26.5. The Integrity Pact would be signed by the Competent Authority in MDL & a copy returned to the bidder.
- 26.6. MDL has appointed Independent External Monitors (IEMs), who shall monitor the tender process and the execution of the contract, for compliance with all relevant laws, rules, regulations, economic use of resources and for fairness / transparency in its relations with its Bidder(s) and /or Contractor(s). The names and complete address with contact details of the IEMs are displayed on MDL's website www.mazdock.com.

27. INTEGRITY PACT BANK GUARANTEE (IPBG):

- 27.1. Bidders shall furnish IPBG of ₹ 5,00,000/- (**Rupees Five Lacs Only**), in the form of Bank Guarantee as per format at **Enclosure-17** or Demand Draft drawn in favour of MAZAGON DOCK SHIPBUILDERS LIMITED. The Bank Guarantee or the Demand Draft should be from an Indian Nationalized Bank/Scheduled Bank/ICICI Bank/Axis Bank/HDFC Bank Ltd. **The Bank Guarantee from a Cooperative Bank shall not be accepted.**
- 27.2. The Integrity Pact Bank Guarantee should be valid upto and including 45 days after the validity of the commercial offer. However, bidders shall be required to extend the Integrity Pact Bank Guarantee, as and when required by Mazagon Dock Limited.
- 27.3. In case of the successful bidder, validity of the Integrity Pact Bank Guarantee shall be extended upto the satisfactory completion of the contract. IPBGs of unsuccessful bidders shall be returned after placement of the Purchase Order on the successful bidder(s).
- 27.4. The details of the IPBG viz., Amount, Mode of Payment, Instrument Number, Instrument Date & Bank Details are to be filled in the relevant form appearing online. Scanned Copy of the instrument towards IPBG is to be uploaded in the online Part-I bid.
- 27.5. Bidder shall send the original of the instrument towards IPBG by Registered Post/Speed Post/Courier so as to reach the designated addressee within 07 Days from the closing date of the tender during office working hours i.e. up to 1730 hrs. Timely submission of the original IPBG instrument is the responsibility of the bidders and no reasons / excuses in this regard shall be entertained by MDL.
- 27.6. **If the original of IPBG is NOT RECEIVED within the stipulated period of 07 Days from the closing date of the tender, the Bids / Offers is liable to be rejected.**

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

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

CM (HOD- IP -COMM)
(Satish Patil)
Email - mdlipcomm@mazdock.com

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

To,
The Additional General Manager,
Infra Project Department,
Mazagon Dock Shipbuilders Limited,
Dockyard Road, Mumbai-400 010.

Sir,

Sub: Modernization of MDRC Health Club – 1st Floor including Civil, Electrical, Mechanical, Gym Equipment & Furniture Works at MDL, Mumbai.

Ref: MDL Tender No. 1800000028

1. Having visited the site and having examined the General Conditions of Contract, Drawings, technical specifications and Bill of Quantities for the above named work, we offer to carry out whole of the said works in conformity with the said General Conditions of Contract, Drawings and Bill of Quantities for the sum stated in Bill of Quantities included in this Tender Document for such other sum as may be ascertained in accordance with the said conditions of Contract.
2. We undertake to complete the entire scope of services within the schedule stipulated in the tender.
3. We have independently considered the amount of Liquidated damages indicated in the tender and agree that it represents a fair estimate of the loss likely to be suffered by you in the event of the work(s) not being completed in time.
4. If our Tender is accepted, we will, when required, obtain the guarantees from a Bank (to be approved by you) to be jointly and severally bound with us for the sum named in the tender for the due performance of the Contract under the terms of a Bond to be approved by you.
5. The Contractor's All Risk Policy for the full value of the Contract valid till the completion period will be obtained by us in the joint names of Mazagon Shipbuilders Dock Limited and ourselves
6. 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.
7. Unless and until a formal Agreement or Order is prepared and executed, this tender together with your written acceptance thereof, shall constitute a binding Contract between us.
8. We hereby confirm that that there will not be any liability on MDL towards taxes & duties over and above considered by us in the Price Bid and change in legislation if any.
9. We understand that if our Tender-Bid is accepted, we are to be jointly and severally responsible for the due performance of the Contract.
10. We understand that you are not bound to accept the lowest or any Tender you may receive.

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**QUALIFICATION CRITERIA****FORM (1) General Information**

1.	<i>Name of firm</i>	
2.	<i>Head office address</i>	
3.	<i>Telephone</i>	<i>Contact Person</i>
4.	<i>Fax</i>	<i>Email</i>
5.	<i>Place of incorporation/registration</i>	<i>Year of incorporation/registration</i>
6.	<i>Brief Description of the Firm (Maximum 2 pages)</i>	

Signature of Contractor:

Name and Address:

Place:

Date:

Official Seal

Enclosure-3.1**QUALIFICATION CRITERIA****FORM (2) SIMILAR EXPERIENCE RECORD**

The Tenderer shall be required to satisfy the following **minimum criterion**

Tenderer shall be experienced of having successfully completed similar works during last 7 years ending **31 Nov' 16** should be either of the following:

3.1.1 Three similar completed Works* of not less than **₹ 3 Crore.**

Or

3.1.2 Two similar completed Works* of not less than **₹ 3.75 Crore.**

Or

3.1.3 One similar completed Work* of not less than **₹ 6 Crore.**

Note:-

1. Similar completed Work means each work and not all works put together.
2. Similar completed Work referred above at 3.1.1, 3.1.2 & 3.1.3 is defined below.

***Similar Work:** These are defined as:

Civil, Interior, Electrical, HVAC and associated Structural work for Buildings/ Corporate Offices /Malls/ Star Hotels/ clubs including Gymnasium, Sauna & Lift.

In case the work(s) submitted for technical qualification as mentioned above (3.1.1 or 3.1.2 or 3.1.3) do not have associated structural work/ Gymnasium/ Sauna/ Lift but otherwise meet the qualification criteria, the bidder may submit the documents pertaining to these works though they have executed these works separately for other projects. The experience may be considered.

- i. Tenderers shall fill in the details of similar projects executed in the relevant form at Enclosure 3.2. Documentary evidence in support of the same 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. Tenderer shall submit scanned copies of TDS certificate/ Copies of Certified invoices of relevant projects when/if asked for by MDL during tendering period.
- ii. Proxy bidding will not be accepted. MDL shall not entertain/ correspond with any person(s) other than authorized personnel during tendering process viz Technical Discussions/TNC/ PNC etc and execution.

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.

- iii. Tenderers should satisfy the qualifying criteria on their own merits and not as a sum total of their sub-agencies. Joint Ventures/Consortium/MOU shall not be entertained.

- iv. It is clarified that the work executed by the firm for their in-house or capital use need not be considered for the purpose of Tenderer's experience of completion of similar works.
- v. Supply of Manpower for Civil Works without involvement of supply of relevant materials shall not be considered as experience in similar work.

Enclosure-3.2**FORM (3) PARTICULARS OF EXPERIENCE IN SIMILAR PROJECTS**

The Additional General Manager,
 Infra Projects Department,
 3rd Floor, Alcock Yard,
 Mazagon Dock Shipbuilders Limited,
 Dock Yard Road,
 Mumbai - 400010, INDIA

Sir,

Sub: Modernization of MDRC Health Club – 1st Floor including Civil, Electrical, Mechanical, Gym Equipment & Furniture Works at MDL, Mumbai.

Ref: MDL Tender No. 1800000028

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 3.1.1/3.1.2/3.1.3 (*strike out whichever is not applicable*) of Enclosure 3.1 of the tender. The details of similar projects as stipulated in the tender enquiry form and completed satisfactorily by us are as under:

Sl	Name of Project	Name of Client	Scope of Work	Completed Project Cost	Start Date	Completion Date

2. 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*)
3. 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-4**BIDDING CAPACITY****Bidding capacity= [2AN]-B**

Name of Agency:-

A= Maximum value of construction works of similar nature executed in any one year during the last five years taking into account the completed as well as works in progress**N=** Number of years prescribed for completion of work for which pre-qualification application has been invited**B =** Value of existing commitments and ongoing works to be completed during the period of completion of work for which pre-qualification has been invited**A:(Annual Turnover)**Details of Maximum value of works executed/or in progress in any year during last 5 years(of similar nature)

Financial Year	Contract work receipts	(As per P/L statement for each year)
2011-12		A= _____ Lakhs
2012-13		Certified by Chartered Accountant.
2013-14		
2014-15		Avg Annual Turn Over
2015-16		
TOTAL		

N (No.of years assumed to carry out one work)Number of years prescribed for completion of work for which pre-qualification is invited **N= 0.75** (09 Months)**B** *as per the details submitted in "**Enclosure 3.2**" for Project Under Execution or Awarded.

Value of work in crores	Work completed	Value of Work Completed in Crores	Value of Balance work in Crores
		TOTAL	

B= _____ Lakhs

Copy of Work Order/Contract Agreement indicating contract amount, Project/Work value, billing status for ongoing projects or any other relevant documents shall be submitted.

Bidding capacity= [2AN]-B (.....)

= Lakhs Say ____ Crores

=		Crores		
---	--	---------------	--	--

Note: The bidding capacity of the bidder should be equal and more than the estimated cost.

Authorized signatory Signature with date & seal

Enclosure-5**QUALIFICATION CRITERIA****FORM (5) Summary Sheet: Current Contract Commitments / Works in Progress**

Name of Tenderer _____

Tenderers should provide information on their current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which, full completion certificate has yet to be issued.

<i>Name of contract</i>	<i>Value of outstanding work</i>	<i>Estimated completion date</i>
1.		
2.		
3.		
4.		
5.		
6.		

Signature of Contractor:

Name and Address:

Place:

Date:

Official Seal

QUALIFICATION CRITERIA**FORM (7) Financial Capability**

1. Tenderers should upload a scanned image of the following documents along with their e- (Part-I) bid:
 - 1.1 Tenderer's Company Profile
 - 1.2 Valid Tenderer's Shop & Establishment Registration Certificate or Certificate of Incorporation, if applicable
 - 1.3 CA certified Average Audited Annual financial turnover during the last 3 years ending **31st March, 2016** for at least **₹ 10.0 Crore** duly self attested and stamped with their company seal. If any cash transaction included in turnover (statement of Profit & loss), the same will not be considered for turnover value.
 - 1.4 Audit Certified Balance Sheet and Profit & Loss A/c for the last 3 years.
 - 1.5 Solvency certificate for minimum of **₹ 5.00 Crore** issued by Nationalized / Reputed International / Scheduled bank except Co-Operative Banks, addressed to MDL.
 - 1.6 In case Tenderer is permanently register with MDL, they shall submit valid MDL Certificate duly self attested and stamped with their company seal.

Enclosure-8**STANDARD TERMS AND CONDITIONS (STACS) ACCEPTANCE FORM**

**To,
MAZAGON DOCK SHIPBUILDERS LIMITED
INFRA PROJECTS DEPARTMENT.**

TENDER ENQUIRY No. 1800000028

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

COMPANY'S NAME & ADDRESS : SIGNATURE:

DATE:

NAME:

DESIGNATION:

TENDERER'S COMPANY

SEAL:

NOTES :

1. Tenderer(s) should carefully read the Standard Terms & Conditions (STACS) included in the tender prior to filling up this acceptance format.
2. Tenderer(s) should indicate Accepted/ Deviation Taken for each clause number in the above table.
3. Tenderer(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 10.
4. STACS clause numbers shown in the above format also includes the sub-clauses under these clauses. For example 8 means – clause nos. 8, 8(i), 8(ii) etc.

Enclosure-9**ACCEPTANCE FORM FOR GENERAL TERMS AND CONDITIONS (GT&C)**

To,
MAZAGON DOCK SHIPBUILDERS LIMITED
INFRA PROJECTS DEPARTMENT

TENDER ENQUIRY No. 1800000028

GT&C CLAUSE No.	TENDERER'S REMARK	GT&C CLAUSE No.	TENDERER'S REMARK	GT&C CLAUSE No.	TENDER ER'S REMARK
	ACCEPTED/ DEVIATION		ACCEPTED/ DEVIATION		ACCEPTED/ DEVIATION
A301		A330		A359	
A302		A331		A360	
A303		A332		A361	
A304		A333		A362	
A305		A334		A363	
A306		A335		A364	
A307		A336		A365	
A308		A337		A366	
A309		A338		A367	
A310		A339		A368	
A311		A340		A369	
A312		A341		A370	
A313		A342		A371	
A314		A343		A372	
A315		A344		A373	
A316		A345		A374	
A317		A346		A375	
A318		A347		A376	
A319		A348		A377	
A320		A349		A378	
A321		A350		A379	
A322		A351		A380	
A323		A352		A381	
A324		A353		A382	
A325		A354		A383 (as per Clause no.20 of tender Vol-I)	
A326		A355		A384	
A327		A356		A385	
A328		A357		A386	
A329		A358			

COMPANY'S NAME & ADDRESS:

SIGNATURE:

DATE:

NAME:

DESIGNATION:

TENDERER'S COMPANY

SEAL:

NOTES :

1. Tenderer(s) should carefully read the General Terms & Conditions (GT&C) of the Tender Enquiry prior to filling up this acceptance format.
2. Tenderer(s) should indicate Accepted/ Deviation Taken for each clause number in the above table.
3. Tenderer(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 10.
4. Clause numbers shown in the above format also includes the sub-clauses under these clauses. For example Clause no. A356 means – Clause nos. A356, A356 i), A356 a) etc.

Enclosure-10**CONDITIONS OF CONTRACT (CoC), Volume-II ACCEPTANCE FORM**

To,
MAZAGON DOCK SHIPBUILDERS LIMITED
INFRA PROJECTS DEPARTMENT

TENDER ENQUIRY No. 1800000028

COC CLAUSE NO.	TENDERER'S REMARK	COC CLAUSE NO.	TENDERER'S REMARK
	ACCEPTED/ DEVIATION		ACCEPTED/ DEVIATION
1		9	
2		10	
3		11	
4		12	
5		13	
6		14	
7		15	
8			

COMPANY'S NAME & ADDRESS:

SIGNATURE:

DATE:

NAME:

DESIGNATION:

TENDERER'S COMPANY

SEAL:

NOTES:

1. Tenderers should carefully read the Terms & Conditions of the Conditions of Contract, Volume-II prior to filling up this acceptance format.
2. Tenderer(s) should indicate Accepted/ Deviation Taken for each clause number in the above table.
3. Tenderer(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 10.
4. Clause numbers shown in the above format also includes the sub-clauses under these clauses. For example Clause no. 3 means – Clause nos. 3, 3.1, 3.2.

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: Supplier's Seal: Authorized Signature of the Supplier:

Certified that the particulars as per Serial Numbers 2, 7 to 11 are correct as per our records.

Date:

Authorized Signature of the Officer of the Bank.
Bank's Stamp

EXTRACT OF PROVISIONS OF THE OFFICIAL SECRETS ACT, 1923**1 SECTION 2(B) ; “PROHIBITED PLACE”**

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

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

SECTION 3 : “PENALTIES FOR SPYING”

If any per unlawfully -

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

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

SECTION 4 : “COMMUNICATION WITH FOREIGN AGENTS”

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

SECTION 5 : “WRONGFUL COMMUNICATION OF INFORMATION”

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

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

Shall be guilty of an offence under this Act.

SECTION 6 : “UNAUTHORISED USE OF UNIFORMS”

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

SECTION 7 : “INTERFERING WITH OFFICERS OF POLICE”

No person in the vicinity of any “PROHIBITED PLACE” shall obstruct any Police Officer engaged on guard, sentry or similar duty. If any person move 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-14**PROFORMA BANK GUARANTEE FOR BID BOND / EMD**

(On Non-Judicial stamp paper)

IN CONSIDERATION OF MAZAGON DOCK SHIPBUILDERS LIMITED, a company incorporated under the Companies Act 1956 and having its registered office at Dockyard Road, Mumbai- 400010 (hereinafter referred to as the "the Company" which expression shall, unless it be repugnant or contrary to the subject or context thereof, be deemed to mean and include its successors 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 fulfil the said tender in terms thereof or committed breach of any terms and conditions of the tender the extent of loss, damage, cost, charges and expenses suffered or incurred or would be suffered or incurred by the Company on account thereof and we waive in the favour of the Company all the rights and defences to which we as guarantors may be entitled to.

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

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

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

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

7. Notwithstanding anything contained herein above:

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

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

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

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

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

Enclosure-15**PARTICULARS OF BANNED OR DE-LISTED TENDERER/FIRM/VENDORS**

The Additional General Manager,
 Infra Projects Department,
 3rd Floor, Alcock Yard,
 Mazagon Dock Shipbuilders Limited,
 Dock Yard Road,
 Mumbai - 400010, INDIA

Sir,

Sub: Modernization of MDRC Health Club – 1st Floor including Civil, Electrical, Mechanical, Gym Equipment & Furniture Works at MDL, Mumbai.

Ref: MDL Tender No. 1800000028

With reference to the **clause 20** (Banned Or De-Listed Tenderer/ Firms / Vendors), Vol-I of referred Tender Enquiry, We declare the Information as below.

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

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

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

Sl	Name of Client	Name of Project / Work	Status

C. The bidding firm to enclose / submit all relevant documents pertaining to Sr A & Sr B above.

Signature of Contractor:

Name and Address:

Place:

Date:

Official Seal

INTEGRITY PACT

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

And

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

Preamble

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

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

Section 1 - Commitments of the Principal/Buyer:

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

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

- (1) The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

- a) The Bidder(s)/Contractor(s) shall not, directly or through any other persons or firm, offer promise or give to any of the Principal/Buyer's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage or any kind whatsoever during the tender process or during the execution of the contract.
- b) The Bidder(s)/Contractor(s) shall not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal.

This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

- c) The Bidder(s)/Contractor(s) shall not commit any offence under the relevant Anti Corruption Laws of India; further the Bidder(s)/Contractor(s) shall not use improperly, for purposes of competition or personal gain, or pass on to other, any information or document provided by the Principal/Buyer as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. All payments made to the Indian Agent/representative have to be in Indian Rupees only. Further details as mentioned in the "Guidelines of Indian Agents of Foreign suppliers" shall be disclosed by the Bidders(s)/Contractor(s). Copy of the "Guidelines on Indian Agents of Foreign Suppliers" as annexed and marked as Annexure-A.
- e) The Bidder(s)/Contractor(s) shall when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- f) The Bidder (s)/Contractor(s), their agents, representatives shall not do such things so as to interfere with the procedures laid down in the Principal/Buyer's Purchase Manual containing the Standard Terms and Conditions (STAC) and General Terms and Conditions (GT&C) in respect of procurement contracts for goods, services and civil works.

- (2) The Bidder(s)/Contractor(s) shall not instigate third persons to commit offences outlines above or be an accessory to such offences.

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

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

- 1) If the Bidder(s)/Contractor(s) has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal/Buyer is entitled also to exclude the Bidder(s)/Contractor(s) from future contract award processes. The imposition and duration of the exclusion shall be determined by the severity of the transgression. The severity shall be determined

by the circumstances of the case, in particular the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder(s) and the amount of the damage. The exclusion shall be imposed for a minimum of six months and maximum of five years, which may be further extended at the discretion of the Principal/Buyer.

- 2) A transgression is considered to have occurred, if the Principal/Buyer after due consideration of the available evidence, concludes that no reasonable doubt is possible.
- 3) The Bidder (s) accepts and undertakes to respect and uphold the Principal/Buyer's absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining legal advice.
- 4) If the Bidder(s)/Contractor(s) can prove that he has restored/ recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Buyer may revoke the exclusion prematurely.

Section 4 – Sanctions for Violation :

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

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

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

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

Section 5 - Integrity Pact Bank Guarantee (IPBG):

- (1) Every Bidder, while submitting commercial bid, shall submit an Integrity Pact Bank Guarantee for an amount of *_____ in favour of the Principal/Buyer in Indian Rupees/Foreign Currency.
 - a) Guarantee shall be from an Indian Nationalized Bank/Scheduled Bank in case of Indigenous Bidders. For Foreign Bidders, Bank Guarantee shall be from a Bank of International repute as updated by SBI from time to time, promising payment of the guaranteed sum to MAZAGON DOCK SHIPBUILDERS LIMITED (MDL/Principal/Buyer), on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the Principal/ Buyer shall be treated as conclusive proof for payment. A Model Bank Guarantee format is enclosed.
- (2) The Integrity Pact Bank Guarantee (IPBG) shall be valid upto and including 45 days after the validity of commercial offer. However, bidders shall be required to extend the Integrity Pact Bank Guarantee, as and when required by the Principal/Buyer. In the case of the successful bidder, validity of the Integrity Pact Bank Guarantee shall be extended upto the satisfactory completion of the contract, Integrity Pact Bank Guarantee shall be returned promptly in case of unsuccessful bidders.
- (3) In the case of successful bidder a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the Principal/Buyer to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- (4) The provisions regarding Sanctions for violation of Integrity Pact include forfeiture of Performance Bond in case of a decision by the Principal/Buyer to forfeit the same without assigning any reason for imposing sanction for violation of Integrity Pact.
- (5) No interest shall be payable by the Principal/Buyer to the Bidder(s) on Earnest Money/Security Deposit for the period of its currency.

Section 6 - Previous Transgression:

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

Section 7 - Equal treatment of all Bidders/Contractor(s)/Subcontractors:

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

Section 8 - Criminal charges against violation Bidder(s)/Contractor(s)/Subcontractor(s):

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

Section 9 - Independent External Monitor/Monitors:

- (1) The Principal/Buyer appoints competent and credible independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairman & Managing Director of the Principal/Buyer.
- (3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all project documentation of the Principal/Buyer including that provided by the Contractor. The Contractor shall also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality.
- (4) The Principal/Buyer shall provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations, between the Principal/Buyer and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he shall so inform the Management of the Principal/Buyer and request the Management to discontinue or take corrective action, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. However, the Monitor shall give an opportunity to the Bidder(s)/Contractor(s) to present its case before making its recommendation to the Principal/Buyer.
- (6) The Monitor shall submit a written report to the Chairman & Managing Director of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the Principal/Buyer and, should the occasion arise, submit proposals for correcting problematic situations.
- (7) Monitor shall be entitle to compensation on the same terms as being extended to / provided to Independent Directors on the Board of Principal/Buyer.
- (8) If the Monitor has reported to the Chairman & Managing Director of the Principal, a substantiated suspicion of an offence under relevant Anti Corruption Laws of India and the Chairman & Managing Director of the Principal/Principal/Buyer has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

(9) The word 'Monitor' would include both singular and plural.

Section 10 - Pact Duration:

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

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

Section 11 - Other provisions:

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

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

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

Witness 1:
 (Name & Address)

Witness 1:
 (Name & Address)

Annexure-A**GUIDELINES FOR INDIAN AGENTS OF FOREIGN SUPPLIERS**

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

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

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

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

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

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

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

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

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

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

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

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

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

- 2.2.3 Confirmation of the foreign principals of the Tenderer that the commission/remuneration, if any, reserved for the Tenderer in the quoted price (s), may be paid by MDL in India in equivalent Indian Rupees on satisfactory completion of the Project or supplies of Stores and Spares in case of operation items .
- 2.3 In either case, in the event of contract materializing, the terms of payment shall provide for payment of the commission /remuneration, if any payable to the agents/representatives in India in Indian Rupees on expiry of 90 days after the discharge of the obligations under the contract.
- 2.4 Failure to furnish correct and detailed information as called for in paragraph-2.0 above shall render the concerned tender liable to rejection or in the event of a contract materializing, the same liable to termination by MDL. Besides this there would be a penalty of banning business dealings with MDL or damage or payment of a named sum.

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

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1. Introduction

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

2. Scope

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

3. Definitions

In these Guidelines, unless the context otherwise requires:

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

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

4. **Initiation of Banning / Suspension**

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

5. **Suspension of Business Dealings**

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

5.6 It is not necessary to give any show-cause notice or personal hearing to the Agency before issuing the order of suspension. However, if investigations are not complete in six months time, the Competent Authority may extend the period of suspension by another three months, during which period the investigations must be completed.

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

- 6.1 If the security consideration, including questions of loyalty of the Agency to the State, so warrants;
- 6.2 If the Director / Owner of the Agency, proprietor or partner of the firm, is convicted by a Court of Law for offences involving moral turpitude in relation to its business dealings with the Government or any other public sector enterprises or MDL, during the last five years;
- 6.3 If there is strong justification for believing that the Directors, Proprietors, Partners, owner of the Agency have been guilty of malpractices such as bribery, corruption, fraud, substitution of tenders, interpolations, etc;
- 6.4 If the Agency continuously refuses to return / refund the dues of MDL without showing adequate reason and this is not due to any reasonable dispute which would attract proceedings in arbitration or Court of Law;
- 6.5 If the Agency employs a public servant dismissed / removed or employs a person convicted for an offence involving corruption or abetment of such offence;
- 6.6 If business dealings with the Agency have been banned/blacklisted by Government Agencies/ Statutory bodies, DGQA, Defence Shipyards, DPSUs or with whom commercial transactions have been suspended for sufficient and justifiable reasons. If the Agency having same promoters/Directors /Partners as the barred/blacklisted Company as at 6.6 above for the duration for which the barring/ blacklisting of sister concern persists.
- 6.7 If the Agency has resorted to Corrupt, fraudulent practices including misrepresentation of facts;
- If the agency who had fraudulently dealt with the Company for pecuniary gains or had connived with dealing officers for mutual benefit.
- 6.8 If the Agency uses intimidation / threatening or brings undue outside pressure on the MDL or its official in acceptance / performances of the job under the contract;
- 6.9 If the Agency indulges in repeated and / or deliberate use of delay tactics in complying with contractual stipulations;
- 6.10 Wilful indulgence by the Agency in supplying sub-standard material irrespective of whether pre-despatch inspection was carried out by MDL or not;
- 6.11 Based on the findings of the investigation report of CBI / Police against the Agency for malafide / unlawful acts or improper conduct on his part in matters relating to the MDL or even otherwise;
- 6.12 Established litigant nature of the Agency to derive undue benefit;
- 6.13 Continued poor performance of the Agency in several contracts;

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

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

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

7. Banning of Business Dealings

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

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

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

9. Procedure for issuing Show-cause Notice

- 9.1 In case where the Competent Authority decides that action against an Agency is called for, a show-cause notice has to be issued to the Agency. Statement containing the imputation of misconduct or mis-behaviour may be appended to the show-cause notice and the Agency should be asked to submit within 15 days a written statement in its defence.
- 9.2 If the Agency requests for inspection of any relevant document in possession of MDL, necessary facility for inspection of documents may be provided.

- 9.3 The Competent Authority may consider and pass an appropriate speaking order:
- a) For exonerating the Agency if the charges are not established;
 - b) For removing the Agency from the list of approved Suppliers / Contactors, etc.
 - c) For banning the business dealing with the Agency.
- 9.4 If it decides to ban business dealings, the period for which the ban would be operative may be mentioned. The order may also mention that the ban would extend to the interconnected Agencies of the Agency.

10. Appeal against the Decision of the Competent Authority

- 10.1 The Agency may file an appeal against the order of the Competent Authority banning business dealing, etc. The appeal shall lie to Appellate Authority. Such an appeal shall be preferred within one month from the date of receipt of the order banning business dealing, etc.
- 10.2 Appellate Authority would consider the appeal and pass appropriate order which shall be communicated to the Agency as well as the Competent Authority.

11. Review of the Decision by the Competent Authority

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

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

- 12.1 Depending upon the gravity of misconduct established, the Competent Authority may direct HOD (Materials)/OIC (SR&R) to circulate the names of Agency with whom business dealings have been banned, to the Government Departments, other Public Sector Enterprises, etc. for such action as they deem appropriate.
- 12.2 If Government Departments or a Public Sector Enterprise request for more information about the Agency with whom business dealings have been banned, a copy of the report of Inquiring Authority together with a copy of the order of the Competent Authority / Appellate Authority may be supplied.
- 12.3 If business dealings with any Agency have been banned by the Central or State Government or any other Public Sector Enterprise, MDL may, without any further enquiry or investigation, issue an order banning business dealing with the Agency and its inter-connected Agencies.

Enclosure-16

INTEGRITY PACT BANK GUARANTEE (IPBG)
(ILLUSTRATIVE FORMAT)

THIS DEED OF GUARANTEE made on this _____ day of _____ (month) _____ (of the year) by the Bank of (*Bank's name and address*) (hereinafter called the 'SURETY' which expression shall include its heirs, successors, administrators and assigns) of the ONE PART in favour of Messers MAZAGON DOCK SHIPBUILDERS LIMITED, Dockyard Road, Mazagon, Mumbai - 400 010, a Company registered under the Indian Companies Act, 1913 (hereinafter called the 'BUYER/MDL' which term shall include its heirs, successors, administrators and assigns) of the OTHER PART.

WHEREAS M/s (*Firm's name*) registered under _____ having its Registered Office (*Firm's address*) (hereinafter called the 'BIDDER' which expression shall include its heirs, successors, administrators and assigns) intend to submit a bid in response to the BUYER/MDL's TENDER Ref. No. _____ dated _____ (hereinafter called the said TENDER) with the Buyer/MDL for the supply, delivery at site, installation and commissioning of certain equipment, item/services/civil works etc. as stated in the said TENDER as per the terms and conditions provided in the TENDER.

AND WHEREAS under the said TENDER the BIDDER is required to furnish a Bank Guarantee towards Integrity Pact along with the said Tender.

NOW THIS DEED WITNESSES AS FOLLOWS WITHOUT ANY DEMUR:

In pursuance of the terms and conditions of the said Tender and on the request of the BIDDER, we the Surety do hereby irrevocably & unconditionally undertake to pay to the BUYER/MDL on demand within three working days without any demur and without seeking any reasons whatsoever, an amount not exceeding ₹ _____ (Rupees _____) and the guarantee shall remain valid upto and including 45 days after the validity of the commercial offer i.e. _____ (date). The Integrity Pact Bank Guarantee shall be extended from time to time as required by the BUYER/MDL.

We undertake not to revoke this guarantee during this period except with the previous consent of MDL in writing and we further agree that our liability under the Guarantee shall not be discharged by any variation in the terms of the commercial offer. No interest shall be payable by MDL to the Bidder (s) on the guarantee for the period of its currency.

We, the SURETY, do hereby agree that the BUYER/MDL shall be the sole judge to decide whether the BIDDER has committed any violation of the Integrity Pact of the said Tender and that the decision of the BUYER/MDL shall be final and binding on the SURETY. The BUYER/MDL and the BIDDER shall be at a liberty to carry out any modifications in the said Integrity Pact during the currency of the said Integrity Pact and any such modifications shall be duly intimated to the SURETY. Any accounts settled between the BIDDER and the BUYER/MDL shall be conclusive evidence against the SURETY of the amount due and shall not be questioned by the Surety.

We, the SURETY, further agree that the guarantee herein contained shall remain in full force and effect and that the guarantee shall continue to be enforceable till all the obligations under or arising by virtue of the said Integrity Pact have been fully discharged by the BIDDER till the BUYER/MDL certifies in writing that the terms and conditions of the said Integrity Pact have been fully and properly adhered to by the said BIDDER. We, the SURETY, further undertake not to revoke this guarantee during the currency of the same except with the previous consent of the BUYER/MDL in writing.

We, the SURETY, further agree that liabilities and obligations of the SURETY arising under or by virtue of this guarantee shall not be discharged by any variation of the terms or

conditions of the said BIDDER by any grant of time given or any indulgence shown by the BUYER/MDL to the BIDDER. It is agreed that the liabilities under this guarantee shall not exceed _____(currency / amount) (In words).

This guarantee shall remain in force till _____(day) _____(month) _____ (year) unless a claim or demand is made on us in writing on or before (validity + --- weeks), we shall be relieved and discharged from all liability thereunder.

This guarantee shall be governed by Indian Laws and the Courts at Mumbai, India, alone shall have the jurisdiction.

Date:

Signature of a person duly authorized to sign
on behalf of the Bank with Seal of the Bank

*INDIGENOUS SUPPLIERS TO SUBMIT THIS INTEGRITY PACT BANK GUARANTEE ON NONJUDICIAL STAMP PAPER OF RS. 100.00 FROM NATIONALISED / SCHEDULED BANK ONLY.

**FOREIGN SUPPLIERS TO SUBMIT THIS INTEGRITY PACT BANK GUARANTEE ON LETTER HEAD OF BANK OF INTERNATIONAL REPUTE.