



Tender no. 1900000018



माझगांव डॉक शिपबिल्डर्स लिमिटेड

(भारत सरकार का उपक्रम)

राष्ट्र के पोत निर्माता

डॉकयार्ड रोड, माझगांव

मुंबई - ४०००१० (भारत)

MAZAGON DOCK SHIPBUILDERS LIMITED

(A Government of India Undertaking)

Shipbuilders to the Nation

Dockyard Road, Mazagon,

Mumbai 400 010 (INDIA)

CIN :U35100MH1934GOI002079

ई-निविदा फॉर्म दो हिस्सो में

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

मंडल: समवाय

DIVISION: CORPORATE

विभाग: तकनीकी सेवाएँ

DEPARTMENT: TECHNICAL SERVICES

निविदा क्रमांक : १९००००००१८

TENDER NO: 1900000018

निविदा जारी दिनांक: २० जुलाई '१७

TENDER DATE: 20 Jul '17

निविदा देय दिनांक एवं समय: २२ अगस्त '१७ दोपहर २.३० बजे

CLOSING DATE & TIME: 22 Aug '17 at 1430Hrs

भाग १ - तकनीकी एवं वाणिज्यिक हिस्सा खोलने (ऑनलाइन) कि तिथि एवं समय: २३ अगस्त '१७ दोपहर २.३० बजे से

Online Opening of Part-I (Techno-commercial Bid): 23 Aug '17, 1430 Hrs IST onwards

**PART A**

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 Bidders / Vendors in TWO BID SYSTEM (Part-I Techno-Commercial Bid and Part-II Price Bid) on our e-procurement portal <http://eprocuremdl.nic.in> for the following Work:

1. कार्य का वर्णन /DESCRIPTION OF WORK:

1.1. Replacement of polycarbonate sheets at P & A Shop, South Yard, Mazagon Dock Shipbuilders Ltd, Mumbai.

2. कार्य का ब्योरा /GENERAL SCOPE OF WORK

2.1. Removing of existing damage/old polycarbonate sheets and stacking at designated place.

2.2. Supply & installation of 2mm thick embossed clear polycarbonate translucent sheeting.

3. निविदाकर्ताओं के लिए महत्वपूर्ण सूचना / IMPORTANT NOTE FOR BIDDERS:

3.1. **This is an e-tender and bids have to be submitted online ONLY. It is the sole responsibility of the bidders to submit their bids online in time. Bidders are, therefore, advised to commence the bidding process on the e-procurement portal WELL IN ADVANCE (preferably 3-4 days prior to tender closing date) and not wait for last minute submission of their bids. Bidders' failure to complete submission of their online bids in time on account of reasons such as SLOW SPEED OF SERVER, TECHNICAL PROBLEMS etc. will not be entertained and EXTENSION OF SUBMISSION TIME will not be granted on this account.**

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

3.3. **Bidders desirous of modifying their bids may do so online prior to the tender closing date & time.**

3.4. **In case of any discrepancies between Hindi and English Versions of the Tender Clauses, English Version will prevail.**

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

3.5.1. By the Proprietor, in case of a proprietary firm; or

3.5.2. By a Partner, in case of a partnership firm and/or a limited liability partnership; or

3.5.3. By a duly authorized person holding the Power of Attorney, in case of a Limited Company or a corporation.

**4. निविदाकर्ताओं के लिए निर्देश / INSTRUCTIONS TO THE BIDDERS:**

4.1. **Bidders permanently registered with Mazagon Dock Shipbuilders Limited** should upload a scanned image of the following documents along with their e-(Part-I) bid:

4.1.1. Valid Registration Certificate duly self attested and stamped with their company seal along with their e-(Part-I) bid.

4.1.2. CA certified Average Audited Annual financial turnover during the last 3 years ending **31st March, 2017** for at least **₹18,00,000/-**, duly self attested and stamped with their company seal. Audit Certified Balance Sheet and Profit & Loss A/c for the last 3 years.

4.2. **Bidders not registered with Mazagon Dock Shipbuilders Limited** should upload a scanned image of the following documents along with their e-(Part-I) bid:

4.2.1. Bidder's Company Profile

4.2.2. Valid Bidder's Shop & Establishment Registration Certificate.

4.2.3. CA certified Average Audited Annual financial turnover during the last 3 years ending **31st March, 2017** for at least **₹18,00,000/-**, duly self attested and stamped with their company seal.

4.2.4. List of Equipments with its Model / Year / working status alongwith details of Manufacturing facilities duly self attested and stamped with their company seal.

4.2.5. List of Personnel with their designations, Qualification & Experience duly self attested and stamped with their company seal.

4.2.6. Audit Certified Balance Sheet and Profit & Loss A/c for the last 3 years.

5. पूर्व योग्यता मापदंड / PRE-QUALIFICATION CRITERIA:

5.1. निविदा जारी दिनांक के पूर्व माह के अंतिम दिवस के समाप्ती तक पीछले सात वर्षों के दौरान समरूप कार्य के सफलतापूर्वक पूरा करने का अनुभव किसी भी निम्नलिखित के अंतर्गत होनी चाहिए:

Bidder's experience of having successfully completed similar works during last 7 years ending last day of month previous to the month of publication of this tender should be either of the following:

5.1.1. तीन समरूप संपन्न कार्य जिसकी लागत ₹१२,००,०००/- से कम न हो।

Three similar* completed works each costing not less than **₹12,00,000/-**

OR

5.1.2. दो समरूप संपन्न कार्य जिसकी लागत ₹१५,००,०००/- से कम न हो।

Two similar* completed works each costing not less than **₹15,00,000/-**

OR

5.1.3. एक समरूप संपन्न कार्य जिसकी लागत ₹२४,००,०००/- से कम न हो।

One similar* completed work costing not less than **₹24,00,000/-**

*Similar Work	<i>Repair & renovation work such as structural steel work, roof sheeting work in major and general civil work for workshops/sheds/malls/buildings/shopping complex</i>
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5.2. Documentary evidence in support of completed works viz., copies of Work Order(s)/Contract Agreement(s) indicating contract amount, Project/Work value,



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

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

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.

6. स्थल मुआयना / SITE VISIT:

6.1. The site for the work is South Yard, Mazagon Dock Shipbuilders Ltd, Mumbai

6.2. **It is considered necessary that the Bidder(s) visit the site and get clear idea about the work involved, before quoting. The Bidder(s) are therefore advised to visit the site and study all the particulars of the site and the nature of the work.**

6.3. Bidder(s), if required, may contact on telephone no. 2376 4221/ 2376 4224/4230 or email: tscomm@mazdock.com for any doubts /clarifications / site visits.

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

7.1. Bidders shall furnish EMD of **₹60,000/- (Rupees Sixty Thousand Only)** against this tender.

7.2. The EMD can be remitted directly to MDL Bank Account as per details given below:

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

7.3. In case bidders remit the EMD directly to MDL Bank account through NEFT, they should specifically mention the details of company name as well as nature of remittance, tender number/order number etc in the text/narration fields of Bank's NEFT remittance in order to identify the same. **The format at Enclosure-2 is required to be filled up by the bidder and scanned copy of the same is to be uploaded along with Techno-commercial bid (Part-I).**

7.4. EMD can also be submitted in the form of Bank Guarantee in the prescribed format at **Enclosure-4**. The Bank Guarantee should be valid for **04 more weeks** beyond the offer validity period indicated in the Tender and should be drawn from any of the banks in the list of approved Banks by SBI/Canara Bank



published on MDL website www.mazdock.com →Vendors→Bills/EMD Status →List of First Class Bank approved by CPC on 23 February 2016. Bidders submitting EMD by way of Bank Guarantee are requested to inform their issuing Bank to provide complete details viz., address, telephone / fax number(s) and e-mail id on their cover letter enclosing the BG.

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

7.6. Bidder shall send the original of the Bank Guarantee towards Earnest Money Deposit (EMD) 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 EMD instrument is the responsibility of the bidders and no reasons / excuses in this regard will be entertained by MDL.

7.7. **If the original of EMD instrument is NOT RECEIVED within the stipulated period of 07 Days from the closing date of the tender, the Bids / Offers will not be considered.**

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

7.9. EMD of successful bidder(s) will be returned after submission of Performance Bank Guarantee and shall be interest free.

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

7.10.1. If the bidder withdraws, amends impairs or derogates from the tender, agreed conditions of TNC/CNC / PNC in any respect within the period of validity of his offer.

7.10.2. If the successful bidder declines acceptance of order.

8. बयाना राशि जमा करने से छूट / EXEMPTION FROM SUBMISSION OF EMD:

8.1. State & Central Government Of India Departments & Public Sector Undertakings

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

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

8.4. All Micro & Small Enterprises (MSEs) subject to their submitting the Registration Certificate from the Competent Authority regarding their Micro/Small Industry status in Part-I offer / bid.

9. वैधता अवधि / VALIDITY PERIOD:

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

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



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

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

10.1.1. Techno-Commercial (Part-I) Bid:

- a) Acceptance on clauses of Tender Enquiry (TEF) in the Prescribed Format **appearing online** stating 'Accepted' OR 'Not Accepted' as applicable for each of the clause.
- b) Acceptance on clauses of Standard Terms & Conditions (STACS) in the Prescribed Format **appearing online** stating 'Accepted' OR 'Not Accepted' as applicable for each of the clause.
- c) Acceptance on clauses of General Terms & Conditions (GT&C) in the Prescribed Format **appearing online** stating 'Accepted' OR 'Not Accepted' as applicable for each of the clause.
- d) BLANK Price Bid indicating 'QUOTED / NOT QUOTED' as applicable against each of the listed item but clearly indicating the applicable taxes included in the quote in the prescribed format **as appearing in online Part-I bid.**
- e) Deviations, if any, from Terms, Conditions & Technical requirements specified in the Tender Enquiry, GT&C and STACS with reasons thereof shall be clearly indicated against the relevant clause(s) **in the form appearing online in Part-I bid.**
- f) Documentary evidence in support of Past experience and Performance on Similar work(s) during the last 7 years, stipulated under **Clause 5**, as applicable **shall be uploaded in online Part-I bid.**
- g) Bidders shall **upload scanned copies** of Audit certified Balance Sheets & Profit/Loss Accounts for the relevant years in Part-I bid.
- h) Bidder's Undertaking at **Enclosure-1** shall be duly filled in, signed & stamped with company seal and scanned copy of the same shall be uploaded in online Part-I bid.
- i) Scanned copy of Bank details for payment by NEFT/RTGS/ECS at **Enclosure-3**, duly filled in, signed & stamped by the bidder and authenticated by the Banker shall be uploaded in online Part-I bid.
- j) Scanned copy of **GST Registration Certificate & Permanent Account Number (PAN)** duly signed & stamped with company seal shall be **uploaded in online Part-I bid.**
- k) Bidders not permanently registered with MDL shall comply with the following:
 - a) Upload a scanned image of Bidder's company profile duly self attested and stamped with their company seal in online Part-I bid.
 - b) Upload a scanned image of Valid Bidder's Shop & Establishment Registration Certificate self attested and stamped with their company seal in online Part-I bid.
 - c) Upload List of Equipment with its Model / Year / working status along with details of manufacturing facilities duly self attested and stamped with their company seal in online Part-I bid.
 - d) Upload List of Personnel with their designations, Qualification & Experience duly self attested and stamped with their company seal in online Part-I bid.
 - e) Upload scanned copy of Solvency Certificate duly self attested and stamped with their company seal in online Part-I bid.



- l) Bidders registered with Mazagon Dock Shipbuilders Limited **shall upload scanned copy** of Valid Registration Certificate issued by MDL, for the items/services for which the offer is being submitted.
- m) Bidders registered with NSIC in the relevant category as defined in the similar work **shall upload scanned copy(s)** of Valid Registration Certificate along with the list of items / services for which they are registered with NSIC. Similarly, Bidders registered as Micro / Small Enterprises (MSEs) in the relevant category as defined in the similar work **shall upload scanned copy(s)** of Valid Registration Certificate, issued by the Competent Authority, along with the list of items / services for which they are registered.
- n) The scanned image of DD / BG towards Earnest Money Deposit (EMD) / BID BOND as stipulated in **TEF clause no. 8** shall be uploaded. The original of the above DD / BG towards Earnest Money Deposit (EMD) / BID BOND shall be sent by Registered Post/Speed Post/Courier to General Manager (Technical Services) in a sealed envelope super scribing Tender Enquiry No. and Due date, so as to reach within **07 Days** from the closing date of the tender during office working hours i.e. up to 1730 hrs, **addressed To,**
- अतिरिक्त महाप्रबंधक/विभाग अध्यक्ष (तकनीकी सेवाएँ),
तकनीकी सेवाएँ विभाग,
पहिली मंज़िल, प्रशासनिक बिल्डिंग,
अल्कोक यार्ड, माझगांव डॉक शिपबिल्डर्स लिमिटेड,
डॉकयार्ड रोड, मुंबई - ४०००१० (भारत)
Additional General Manager /HOD(Technical Services),
Technical Services Department,
1st Floor, Admin Building,
Alcock Yard,
Mazagon Dock Shipbuilders Limited,
Dock Yard Road,
Mumbai - 400010 (INDIA)**

Notes:

- i) MDL has a right to verify / cross verification of authenticity of the scanned documents with respect to original submitted against this tender.
- ii) The bidder is requested to **ensure that all the documents asked for are submitted** and are clear, legible & duly signed (i.e. self-attested), as it would save considerable time without necessitating the need for furnishing of the documents again by them. The bidder is also requested **not to submit unnecessary documents not asked for**, like signed & stamped copy of this Tender document, etc.
- iii) The bidder is required to compulsorily select "ACCEPTED" or "DEVIATION" from the dropdown field choices available against the relevant Para no. /Clause no. of TEF/STACS/GT&C (as applicable). In case "DEVIATION" is selected against a particular Para no. /Clause no., it would be mandatory to explain the deviation proposed by the bidder in the adjoining text field. Any deviation(s) mentioned elsewhere in the Offer/Bid, other than in the said forms, will not be considered.
- iv) Blank Rate Sheet form is required to be filled-up by the bidder online by selecting "QUOTED" or "NOT QUOTED" from the drop-down field choices available, depending upon whether the bidder has quoted for the particular Service/Item



tendered. The bidder is also required to specify the Taxes & duties (if any) quoted & the rate of the Taxes/Duties therein.

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

- a) Price Bid as appearing in the format is **to be filled ONLINE ONLY** by the bidder.
- b) The quantities of individual items in the BOQ are approximate and may vary during execution.

11. बोलियों का मूल्यांकन/ EVALUATION OF BIDS:

11.1. The bids shall be evaluated on “all inclusive basis” considering the rates & taxes as quoted by the bidders in the Price Bid (Part-II) and loading parameters, as applicable. **In this context please refer sr no 26 clause of Tender Enquiry Form(TEF) for detailed information.**

12. निविदाएँ खोलने की प्रक्रिया / OPENING OF BIDS:

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

12.2. **Part-II (Price Bid):** After completion of Technical scrutiny, intimation for opening of Part-II bid will be communicated only to technically accepted bidders. Such intimation may be given at a short notice by Fax, E-mail or even by telephone, only to the technically accepted bidder(s). If any such technically accepted bidder wishes to remain present at the time of opening the Price Bid, he may depute one representative with proper authorization letter on their company letterhead. Alternatively, bidders can view the price bids online from their location by logging on to the portal <http://eprocuremdl.nic.in> with their Class-III B digital signature certificate.

13. बोली अस्वीकृति करनेकी मापदंड / BID REJECTION CRITERIA:

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

13.1.1. Bids received after tender closing date and time.

13.1.2. Bidders 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.

13.2. Following bid rejection criteria may render the bids **Liable for Rejection:**

13.2.1. Bidder's failure to submit sufficient or complete details for evaluation of the bids even after given reasonable time by MDL. The overall time allowed shall not **exceed 03(Three) weeks.**

13.2.2. Incomplete / misleading / ambiguous bids in the considered opinion of MDL.

13.2.3. Bids with technical requirements and or terms not acceptable to MDL.

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



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

13.2.6. **Unreasonably longer delivery period** quoted by the bidder.

13.2.7. Validity period indicated by bidders is shorter than that specified in the tender enquiry.

13.2.8. **Bidders not agreeing to furnish required Security Deposit / Required Contract Performance Guarantee till completion of the supplies / services as per contract.**

13.2.9. Bidders not agreeing to furnish Performance Bank Guarantee for Equipment supplied / Services rendered or not agreeing for retention of equivalent amount by MDL up to the period till completion of contractual & Guarantee / Warranty obligations.

13.2.10. In case of E-Tenders, the original of the uploaded copy of EMD(DD/BG) if received after 07(Seven) days of the tender closing date.

14. समापन अवधि / DELIVERY PERIOD/COMPLETION SCHEDULE:

14.1. The entire work shall be completed within a period of **06 Months**, from the date of placement of Purchase Order or handing over of site, whichever is later.

15. मूल्य निर्धारण / 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, 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 Consultant / Client.

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

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

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

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

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

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

16.6. The Contractor shall submit supporting documents such as Delivery Challan(s), Release note from the nominated Inspection Agency, Test reports /



Certificates, Packing Lists, Invoice, Performance Guarantee, Storage / Preservation / Installation / Commissioning / Maintenance Procedures & other Technical documentation in requisite sets as relevant along with the invoice for the purpose of certification by MDL.

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

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

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

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

17. स्वच्छता / HOUSEKEEPING:

17.1. The site will be maintained clean at all times and the Contractor is expected to budget for the same.

17.2. In case the site is not maintained clean, the clearing job shall be done by MDL at Contractor's risk and cost incurred for the same shall be recovered from the Contractor's bills.

17.3. The Construction/ Building material should be stacked and maintained properly on site and the material stacked in open area shall be barricaded, construction/ Building material shall not affect any activity of the Ground floor. Ground floor, surrounding area and approaches shall be kept all the time clean and accessible.

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

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

18.1.1. Rates derived from similar items of this Contract.

OR

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

OR

18.1.3. Rates Mutually agreed to.

18.2. Growth of work in the quantities of items in the BOQ is permitted provided the total value of the growth does not exceed 25% of the original order value.

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

18.3.1. Finalisation of rates for extra items.

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

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

19.1. MDL payment terms shall be as under:

19.1.1. The payment for work done will be made through RTGS/NEFT/ECS as per the actual quantities of the work executed by way of running account bills per item basis (R. A. R) on fortnightly basis.

19.1.2. The bills must be submitted in triplicate along with the joint measurements taken at site duly approved by the designated representative(s) of **Central Maintenance Section (CMS)** in Technical Services department and 'Work Completion Certificate', duly certified by an Executive of Chief Manager level or **above from CMS**.

19.1.3. The payment against R.A bills will be made between 25 to 30 days and the final bill between 45 to 60 days of its receipt in MDL along with all the necessary documents, copy(s) of invoices of materials, wherever applicable, etc. including 'Work Completion Certificate', required for processing the bills.

19.1.4. Before submission of the final bill, the Contractor should sign and submit a "No Claim Certificate" indicating that he has no claim against the company under the contract except as included in the final bill.

20. दोष दायित्व अवधि / DEFECT LIABILITY PERIOD:

20.1. The defect liability period will be ONE YEAR from the date of actual completion of entire work.

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

21. सुरक्षा जमा राशि / SECURITY DEPOSIT:

21.1. Security deposit for the work done shall be recovered as "Retention Money" which shall be **deducted @ 10%** of the value of work done (excluding secured advance, escalation etc.) from each R.A. Bill subject to a maximum of 5% of contract value.

21.2. Half (50%) the "Retention Money" retained as above shall be refunded to the Contractor on actual completion of the work and the balance 50% will be refunded on completion of Defects Liability Period, subject to rectification of any defects at no cost to MDL.

22. अनुबंध निष्पादन गारंटी / CONTRACT PERFORMANCE GUARANTEE:

22.1. In addition to **5%** Retention Money, the Contractor shall submit "PERFORMANCE BANK GUARANTEE" as per MDL format for 5% of contract value, excluding taxes & duties, valid till 30 days beyond the stipulated Defect Liability Period of one year from actual completion of entire work.

22.2. The Performance Bank Guarantee shall be submitted within 07 days after placement of the Purchase Order.

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

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

22.5. The Performance Bank Guarantee will be returned only after expiry of the 30 Days beyond the Defects Liability Period of One Year from actual completion of



the work, provided there are no pending defects for rectification, already notified to the contractor.

23. जलरोधी गारंटी / WATERPROOFING GUARANTEE:

23.1. The Contractor shall submit Waterproofing Bank Guarantee, as per MDL format at **Enclosure-6**, for an amount of **10% of the** total value for waterproofing works, valid for a period of **5 years** from the satisfactory completion of waterproofing works.

24. बीमा / INSURANCE:

24.1. The successful bidder has to keep MDL indemnified against any claims by purchasing **CONTRACTOR'S ALL RISK** insurance policy for the full value of the Contract from any Insurance Company of repute.

24.2. The policy shall be obtained in the joint names of MDL and the Bidder, with MDL's name appearing first. The Policy should be of full value of the Contract and shall be valid till the completion of the works.

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

25. बोलीदाताओं का दायित्व / BIDDER'S OBLIGATION:

25.1. Bidder 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 and respective acceptance formats **are to be filled as appearing online in e-Techno-Commercial (Part-I) bid**. The bidder shall also abide by the Statutory requirements, Official Secret Acts 1923, Safety Code and Security Procedure, which can be downloaded from www.mazdock.com → Tenders → Technical Services.

26. कर और शुल्क / TAXES AND DUTIES:

26.1. The rates quoted in the Price Bid (Part II) shall include all expenses and applicable taxes & duties viz., transportation, storage, royalties, handling etc. **except applicable Goods and Service Tax (GST) on the overall contract value, which should be indicated separately in the Price Bid (Part-II).**

26.2. Bidders shall indicate in terms of percentage of applicable **GST on the Works Contract**, considered in their quote in the 'BLANK PRICE BID' **appearing online in Part-I.**

26.3. Where the quoted price is claimed to be inclusive of taxes, MDL shall consider it as net price on which GST is payable. In such cases, the GST may be paid by MDL directly to GSTN under reverse charge mechanism or otherwise for which no input tax credit will be available to vendor and vendor is deemed to have confirmed that he will not claim ITC for such items.

26.4. Where "applicable GST" has been quoted as extra, vendor has to give declaration that the benefit of vendor's ITC has been factored in the prices quoted. Such declaration should be given in technical bid.

26.5. The invoices must mention HSN/SAC numbers as given by vendors at the time of quote and reflected in the order. These numbers must be in accordance with GST Act 2017 and responsibility of specifying correct HSN no. / SAC no. in quote is that of vendor. MDL shall not be responsible for any error in HSN/SAC no specified by vendor however if any penalty is levied on MDL or any loss of ITC to MDL occurs or any delay in availing ITC by MDL occurs due to such error vendor shall reimburse/ make good such loss within 15 days after intimation by MDL.

26.6. Any delay in availing of ITC by MDL beyond the time permitted by GST Act 2017 due to non-compliance by vendor shall be compensated by vendor by way of



interest for such period at the rate promulgated by MDL every quarter within 15 days after intimation by MDL.

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

Contract Value	Stamp Duty
a. Where the amount or value said forth in work contract does not exceed ₹ 10 Lakhs.	₹ 500.00
b. Where it exceeds ₹ 10 Lakhs	₹ 500.00 +1% of the amount above ten lakhs subject to maximum of ₹ 25 lakhs.

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

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

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

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

27. स्थापना, परीक्षण और कमीशन के लिए सहायता / ASSISTANCE FOR INSTALLATION, TESTING, COMMISSIONING AND OTHER SUCH TECHNICAL ACTIVITIES:

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

27.2. **Water:** The contractor shall make his own arrangement for potable water & storing arrangement, required for execution of the works at his own cost.

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

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

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

28. मूल्य वरीयता / PRICE PREFERENCE:

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

29. बोलियाँ में संशोधन / MODIFICATION TO THE BIDS:



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

30. सार्वजनिक शिकायत कक्ष / PUBLIC GREIVANCE CELL:

30.1. 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 **6th Floor, Mazdock House** or send their complaints / grievances to him in writing for redressal. His Telephone No. is **2378 2338/ 2376 2106**

31. वृद्धि / ESCALATION:

31.1. The rates shall remain firm and fixed during the tenure of the contract and no escalation, whatsoever, shall be payable.

32. परिनिर्धारित हर्जाना / LIQUIDATED DAMAGES:

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

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

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

33. बाधा / HINDRANCE:

33.1. A Hindrance Register as per attached format at **Enclosure-8** shall be maintained with the Designated Representative from TS Department. The Contractor shall submit schedule for completion of work and get it signed by MDL executive. The Schedule shall list out the major milestones leading to the completion of work as per final delivery date stipulated in the PO/Contract.

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

- 33.2.1. Reasons for the delay vis-à-vis the mutually agreed schedule
- 33.2.2. Delay in inputs (Drawings/ Documents/ Site Clearances/ Services/ Inspection Call)
- 33.2.3. Delay by Inspection Agency/ Customer
- 33.2.4. Delay on account of specialist services
- 33.2.5. Non performance by the Contractor
- 33.2.6. Delinquency by the vendor



33.2.7. Force Majeure

33.2.8. Any other relevant reason

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

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

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

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

34. बोलियों को श्रेणीबद्ध करने हेतु भार लाने का मापदंड / LOADING CRITERIA FOR RANKING OF BIDS:

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

34.1.1. It is desirable that the bidder accepts the Terms of Payments indicated in the tender enquiry above. Varied payment terms quoted by indigenous bidders as compared to the terms stated in the Tender document shall be normalized by adopting the Prime Lending Rate of State Bank of India plus 2% thereon on the amount (s) at variation and / or for the period (in no. of days) at variation.

34.1.2. For the additional delivery period sought by the bidder over the stipulated date of delivery as per Tender, 0.50% per completed week may be loaded to the quoted price.

34.1.3. Deviations sought in respect of rate per week and / or maximum ceiling in respect of liquidated damages shall be loaded to the quoted price. For example, the maximum ceiling towards liquidated damages stipulated in the Tender is 5% and the bidder seeks to limit it to, say 3.50% then the price quoted will be loaded by 1.5%. If the rate of LD per week is 0.50% per week or part thereof as per tender and the bidder seeks it as, say, 0.40% per week or part thereof, the maximum ceiling on LD as per tender will first be equated to weeks (10 weeks in this case) and the rate proposed by the bidder i.e. 0.40% will be multiplied by the so equated maximum period (which works out to 4%) and the quoted price will be loaded accordingly by 1%. Delivery being the essence of the contract, it is desirable that the bidder(s) adhere to the stipulated clause.

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

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

- 35.1. No offer in sealed envelope will be accepted against e-Procurement.
- 35.2. For any further details on e-tendering & Digital Signature Certificate(DSC), following are the contact details – email: eprocsupport@gov.in , global support number - +91-120-4200462/+91-120-4001002, Mobile No - +918826246593.
- 35.3. For uploading the tender details, DSCs issued by the following are acceptable: i) n-Code ii) MTNL iii) TCS iv) SIFY
- 35.4. For mapping of DSC, representative of National Informatics Centre may be contacted.
- 35.5. Bidders who had earlier participated in MDL tenders on e-Procurement portal <https://mdl.eproc.in> need to register again on the current e-Procurement portal <https://eprocuremdl.nic.in>
- 35.6. Training to vendors for E-procurement is organized by CIT department of Mazagon Dock Shipbuilders Limited & National Informatics Centre Representative on every Friday at 1400 hrs in CIT Department. Vendors desirous of attending the training may contact Mr. M. S. Kumbhare, AGM(C-MP) on telephone +91-22-23763252 & email – mkskumbhare@mazdock.com

36. अनुचित ऑनलाइन भरना / IMPROPER ONLINE FILLING:

- 36.1. 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), it shall be presumed that all our tender terms & conditions are acceptable to bidder.

37. एमडीएल का अधिकार / MDL's RIGHT:

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

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**,

Dy. General Manager (TS-Comm)
Technical Services Department

Enclosures:

1.	Enclosure-1	-	Form of undertaking to be furnished by the bidder
2.	Enclosure-2	-	MDL Bank Account Details for Online Remittance of EMD/Security Deposit
3.	Enclosure-3	-	RTGS/NEFT/ECS – Mandate Authorisation Form
4.	Enclosure-4	-	Proforma Bank Guarantee format for Bid Bond / EMD
5.	Enclosure-5	-	Proforma for Performance Bank Guarantee
6.	Enclosure-6	-	Proforma for Waterproofing Bank Guarantee



7.	Enclosure-7	-	Extract of Official Secrets Act, 1923
8.	Enclosure-8		Hindrance Register Format
9.	Enclosure-9	-	Price Bid (Part-II) - to be submitted online
10.	Enclosure-10	-	Standard Terms & Conditions (STACS) - attached separately
11.	Enclosure-11	-	General Terms & Conditions (GT&C) - attached separately
12.	Statutory requirements & Safety clause	-	To be downloaded from our website www.mazdock.com



Enclosure-1

FORM OF UNDERTAKING TO BE FURNISHED BY THE BIDDER

(To be typed on Bidder's Letterhead)

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

Sir,

Sub: Removing of existing, Supply & fixing of Polycarbonate roof sheets at P& A Shop , South Yard, MDL, Mumbai.

Ref: MDL Tender Enquiry No. 190000018 dated 20 Jul'17

1. Having visited the site and having examined the General Conditions of Contract, Technical Specifications, Drawings and Bill of Quantities for the above named work, we offer to construct, complete and maintain the whole of the said works in conformity with the said General Conditions of Contract, Technical Specifications, Drawings and Bill of Quantities for the sum stated in Bill of Quantities included in this Tender Document for such other sum as may be ascertained in accordance with the said conditions of Contract.
2. We undertake to complete and deliver the whole of the works comprised in the Contract within the time stated in this tender.
3. We have independently considered the amount of Liquidated damages indicated in the tender and agree that it represents a fair estimate of the loss likely to be suffered by you in the event of the work(s) not being completed in time.
4. If our Tender is accepted, we will, when required, obtain the guarantees from a Bank (to be approved by you) to be jointly and severally bound with us for the sum named in the tender for the due performance of the Contract under the terms of a Bond to be approved by you.
5. The Contractor's All Risk Policy for the full value of the Contract valid till the completion period will be obtained by us in the joint names of Mazagon Dock Shipbuilders Limited and ourselves.
6. We agree to abide by this Tender for the period of **120** days from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiry of this period.
7. Unless and until a formal Agreement or Order is prepared and executed, this tender together with your written acceptance thereof, shall constitute a binding Contract between us.
8. We understand that if our Tender-Bid is accepted, we are to be jointly and severally responsible for the due performance of the Contract.
9. We understand that you are not bound to accept the lowest or any Tender you may receive.

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**

MAZAGON DOCK SHIPBUILDERS LIMITED
DOCKYARD ROAD
MUMBAI - 400010

1. MDL'S BANK ACCOUNT DETAILS:

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

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

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

Date of Remittance	Name of Firm	UTR No.	MDL tender/PO. Ref No.	Nature of Remittance viz. EMD/SD etc	Amount Remitted (₹)

Signature of Bidder

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

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

**Enclosure-3****RTGS/NEFT/ECS – MANDATE AUTHORISATION FORM**

1.	VENDOR NAME	:	
2.	PAN NO	:	
3.	VENDOR ADDRESS	:	
4.	VENDOR'S TELEPHONE/FAX	:	
5.	E-MAIL ADDRESS	:	
6.	BANK NAME	:	
7.	BANK ADDRESS	:	
8.	ACCOUNT NUMBER	:	
9.	ACCOUNT TYPE	:	
10.	NEFT CODE	:	
11.	RTGS CODE	:	
12.	MICR CODE	:	
13.	GST REGISTRATION NO	:	

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

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

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

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

**Enclosure-4****PROFORMA BANK GUARANTEE FOR BID BOND / EMD**

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

IN CONSIDERATION OF MAZAGON DOCK SHIPBUILDERS LIMITED, a company incorporated under the Companies Act 1956 and having its registered office at Dockyard Road, Mumbai 400010 (hereinafter referred to as the "the 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 includes its successors and assigns) hereby agree to pay to the Company without any demur on first demand an amount not exceeding Rs..... (Rupees.....only) against any loss or damage, costs, charges and expenses caused to or suffered by the Company by reason of non performance and non-fulfilment or for any breach on the part of the tenderer of any of the terms and conditions of the said tender.

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

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

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



matter or things whatsoever which under the law relating to sureties would have the effect of relieving us.

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

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

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

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

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

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

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

**Enclosure-5****PROFORMA FOR PERFORMANCE BANK GUARANTEE**

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

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

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

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

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



such matter or things whatsoever which under the law relating to sureties would have the effect of relieving us.

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

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

7. Notwithstanding anything contained herein above:

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

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

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

For Bank
(by its constituted attorney)

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

**Enclosure-6****PROFORMA FOR WATERPROOFING BANK GUARANTEE**

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

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

2. We, (Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for satisfactory performance and fulfilment in all respects of the said contract which consists of **05 years** after satisfactory completion of the waterproofing work as per terms and conditions of the said order.

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

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

5. We, Bank further agree with the Company that the Company shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said



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

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

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

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

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

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

For Bank
(by its constituted attorney)

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

**Enclosure-7****EXTRACT OF PROVISIONS OF THE OFFICIAL SECRETS ACT, 1923****SECTION 2(B) ; “PROHIBITED PLACE”**

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

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

SECTION 3 : “PENALTIES FOR SPYING”

If any per unlawfully -

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

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

SECTION 4 : “COMMUNICATION WITH FOREIGN AGENTS”

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

SECTION 5 : “WRONGFUL COMMUNICATION OF INFORMATION”

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

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

Shall be guilty of an offence under this Act.

SECTION 6 : “UNAUTHORISED USE OF UNIFORMS”

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

SECTION 7 : “INTERFERING WITH OFFICERS OF POLICE”

No person in the vicinity of any “PROHIBITED PLACE” shall obstruct any Police Officer engaged on guard, sentry or similar duty. If any person 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.



HINDRANCE REGISTER

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

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

**Enclosure-9****PRICE BID (PART-II)
BILL OF QUANTITIES
(To be submitted online)****Sub: Removing of existing , Supply & fixing of Polycarbonate roof sheets at P& A Shop , South Yard, MDL,Mumbai****Ref: MDL Tender No. 1900000018 dated 20 Jul'17**

Sl. No	Item Description	Quantity	Unit	Rate (₹)	Amount (₹)
1	Dismantalling Asbestos Cement/GI roofing sheets, Polycarbonate sheets, U Cladding/North Light glasses including ridges, hips, valleys, gutters,coal tar etc and stacking the serviceable materials within 100m lead and disposal off unserviceable material at the approved municipal dumping ground outside MDL premises all complete as directed by Eingeener In charge.	1400	SqM		
2.	Providing and fixing of 2mm thick Polycarbonate Translucent Sheets for roof, North Light and cladding etc to match with existing profile of galvalume roofing sheets including lapping, transportation, labour, wastage complete with hardwares,etc all complete. (Only open area covered by sheeting will be measured considering overlapping of minimum 150mm)	1400	SqM		
Applicable Goods & Service Tax (GST) in (%)					