



माझगांव डॉक लिमिटेड

(भारत सरकार का उपक्रम)

राष्ट्र के पोत निर्माता

डॉकयार्ड रोड, माझगांव

मुंबई - ४०००१० (भारत)

MAZAGON DOCK SHIPBUILDERS LIMITED

(A Government of India Undertaking)

Dockyard Road, Mazagon,

Mumbai 400 010 (INDIA)

CIN :U35100MH1934GOI002079

ई-निविदा फॉर्म दो हिस्सों में

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

मंडल: समवाय

विभाग: तकनिकि सेवाए

DIVISION: CORPORATE

DEPARTMENT: TECHNICAL SERVICES

निविदा क्रमांक : १९००००००२१

निविदा जारी दिनांक: १६ अक्टूबर '१७

TENDER NO: 1900000021

TENDER DATE: 16 Oct '17

निविदा देय दिनांक एवं समय : २९ नवम्बर '१७ दोपहर २.३० बजे से

CLOSING DATE & TIME: 29 Nov '17 at 1430 Hrs

भाग १ - तकनीकी एवं वाणिज्यिक हिस्सा खोलने (ऑनलाइन) कि तिथि एवं समय: ३० नवम्बर '१७

दोपहर २.३० बजे से

Online Opening of Part-I (Techno-commercial Bid): 30 Nov '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 ँ मंत्रित 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. प्रस्तावना / PREAMBLE:

1.1. Mazagon Dock Shipbuilders Ltd. (MDL), hereinafter referred as Employer (Client), is a Public Sector Undertaking fully owned by the Government of India under the administrative control of Department of Defence production, Ministry of Defence.

1.2. MDL's main business/ activities are Shipbuilding, Submarine Construction and Heavy Engineering Works.

1.3. The ships being constructed at MDL are required to proceed for sea trials to the open ocean, for weapon-sensor STWs to the Naval Dock Yard – ND(Mbi). These movements are heavily dependent on favourable tide due to the limitation that the requisite water depth is not available in the navigational path. The main channel maintained by MbPT is dredged to have water depth of 10-15m depending upon the tide. The bottleneck for MDL movement is the stretch between the MDL's Kasara channel up to the main channel for proceeding to sea and the path leading up to ND(Mbi). This stretch is not maintained by dredging by MbPT. Further, the movement between MDL's wet basins and Dry dock is also limited by tidal constraints.

1.4. The water depth available is the major constraint existing presently for movement of vessels within the waterfront and beyond from MDL to ND(Mbi) and to the open ocean. The details are as follows:

(a) The water depth available at low waters is only +1.5 to +2.0 MCD which means that the maximum water depth at a tide of 4.0m (maximum tide available) is 5.5-6.0m.

(b) The max. draft of a fully fitted Destroyer being built at MDL would be - 6.2m, which leaves no room for navigation even at 4.5m tide. Approximately, 1.8m water depth below the vessel is required for safe navigation.

(c) Considering the max draft of the vessel and the clearances, a destroyer class vessel requires approximately 8.0m water depth for safe navigation. Assuming that the vessel movement will be executed only at a minimum tide of 4.0m, the water depth required below CD is 4.0m.

1.5. With the above background, MDL had appointed Central Water & Power Research Station (CWPRS) for conducting Mathematical Model studies, Wave transformation studies, Dispersion studies, Ship navigation studies & Sub-bottom seismic profiling survey to assess feasibility for creating the proposed new channel integrated with the existing navigational channel at OCT berth.



1.6. MDL had also concurrently commissioned M/s WAPCOS Ltd., Pune to carry out feasibility study for the proposed deepening of channel between MDL and OCT Berth, MbPT.

2. कार्य का वर्णन /DESCRIPTION OF WORK:

2.1. एमडीएल के उत्तरी तट और एमबीपीटी के अपतटीय कंटेनर टर्मिनल बर्थ के बीच नौवहन चैनल को गहरा करने हेतु पुंजी निकर्षन का कार्य |

Capital Dredging for creating a New Navigational Channel from MDL water front to Offshore Container Terminal (OCT) Berth of MbPT.

3. कार्य का ब्योरा / SCOPE OF WORK:

3.1. The work consists of Deepening of Navigational Channel from Northern Waterfront of MDL to Offshore Container Terminal (OCT) Berth of MbPT by suitable means. The channel from MDL up to end of Kasara channel and end of Kasara channel to OCT berth is to be deepened to 5.5 m and 6.0 m below CD of Apollo Bunder respectively. The material to be dredged comprises of soft marine clay, soft to compact clay/silty clay and weathered/hard rock.

3.2. Works envisaged under this tender shall include but are not limited to the following:

3.2.1. Mobilization and Demobilization of the equipment/ dredgers required for the work

3.2.2. Dredging in soil including removal of offshore boulders, debris/wrecks and other obstructions, if any.

3.2.3. Dredging in rock including concrete lumps, if any.

3.2.4. Disposing off the dredged soil/rock at the designated disposal ground at flood dumping ground at Latitude 18° 53' 00" (±15") N and Longitude 72° 44' 00" (±15") E during flood phase of tide only, while at DS-3 dumping ground at Latitude 18° 55' 00" (±30") N and Longitude 72° 42' 00" (±30") E during ebb phase of tide.

3.2.5. Jet probing for rock level/ strata identification (to be carried out by successful bidder, if required).

3.2.6. Relocation of navigational bouys owing to increase in width of the channel.

3.2.7. Removal of underwater obstructions/material etc. if any.

3.3. The quantities of dredging indicated in the BOQ are only an approximate and may vary depending on the actual profile of the sea bed.

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

4.1. 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.

4.2. 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.

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

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

5. अखंडता सम्झौता / INTEGRITY PACT:

5.1. 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.

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

5.3. The Integrity Pact would be effective from the stage of invitation of bids till the complete execution of the contract. This pact begins when both parties have signed it. It expires for the Contractor 12 months after the last payment under the contract and for all other bidders, 06 months after the contract has been awarded.

5.4. Bidders shall upload the signed Integrity Pact, as per format enclosed at Enclosure-11 in the online Techno-Commercial Bid (Part-I). The hard copy of the 'INTEGRITY PACT' shall be submitted in the office of Technical Services Department, Mazagon Dock Shipbuilders Limited within 07 Days after closing of the tender.

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

5.6. MDL has appointed Independent External Monitors (IEMs), who will monitor the tender process and the execution of the contract, for compliance with all relevant laws, rules, regulations, economic use of resources and for fairness / transparency in its relations with its Bidder(s) and /or Contractor(s). The names and complete address with contact details of the IEMs are displayed on MDL's website www.mazdock.com

6. अखंडता सम्झौता बैंक गारंटी / INTEGRITY PACT BANK GUARANTEE (IPBG):

6.1. Bidders shall furnish IPBG of ₹1,00,00,000/- (**Rupees One Crore Only**), in the form of Bank Guarantee as per format at **Enclosure-12** or Demand Draft drawn in favour of MAZAGON DOCK SHIPBUILDERS LIMITED. The Bank Guarantee or the Demand Draft should be from an Indian Nationalised Bank/Scheduled Bank/ICICI Bank/Axis Bank/HDFC Bank Ltd.

6.2. The Integrity Pact Bank Guarantee should be valid up to and including 45 days after the validity of the commercial offer. However, bidders will be required to extend the Integrity Pact Bank Guarantee, as and when required by Mazagon Dock Shipbuilders Limited.

6.3. In the case of the successful bidder, validity of the Integrity Pact Bank Guarantee will 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).

6.4. 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.

6.5. 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 will be entertained by MDL.



6.6. **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 will not be considered.**

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

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

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

7.3. CA certified Average Audited Annual financial turnover during the last 3 years ending 31st March, 2016 for at least **₹126.12 Crore**, duly self attested and stamped with their company seal. Audit Certified Balance Sheet and Profit & Loss A/c for the last 3 years.

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

7.4.1. Bidder's Company Profile

7.4.2. Valid Bidder's Shop & Establishment Registration Certificate or Certificate of Incorporation.

7.4.3. CA certified Average Audited Annual financial turnover during the last 3 years ending 31st March, 2016 for at least **₹126.12 Crore**, duly self attested and stamped with their company seal.

7.4.4. Schedule of Plants & Equipments alongwith details on bidder's letterhead as per format at **Enclosure-7**, duly self attested and stamped with their company seal.

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

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

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

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

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

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

7.6. **३० सितम्बर २०१७ 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 on 30 Sep '17 should be either of the following:

7.6.1. **तीन समरूप संपन्न कार्य जिसकी लागत ६३.०६ करोड़ रुपया से कम न हो।**

Three similar* completed works of not less than **₹63.06 Crore or 9,00,000 Cu.M.**

OR

7.6.2. **दो समरूप संपन्न कार्य जिसकी लागत ८४.०८ करोड़ रुपया से कम न हो।**

Two similar* completed works of not less than **₹84.08 Crore or 12,00,000 Cu.M.**

OR

7.6.3. **एक समरूप संपन्न कार्य जिसकी लागत १२६.१२ करोड़ रुपया से कम न हो।**

One similar* completed work of not less than **₹126.12 Crore or 18,00,000 Cu.M.**



***Similar Work: Marine Dredging work using suitable dredging equipment.**

7.6.4. In addition to above, the bidder should have carried out at least **44,000 Cu.M.** of rock dredging by drilling and blasting or by Cutter Suction Dredger (CSD) or by any other suitable dredging equipment in any one project.

7.6.5. Bidders shall demonstrate capability to execute at least 15000 Cu.M. & 1500 Cu.M. per day of Silt and Hard Rock dredging respectively, considering normal working of 12 hours in a day.

7.7. Similar completed works referred at 7.6.1., 7.6.2. & 7.6.3 above means each work and not all works put together. It is clarified that the work executed by the bidders for their in-house or capital use will not be considered for the purpose of bidder's experience of completion of similar works.

7.8. The Bidder shall possess by absolute ownership/ disponent ownership/charter Dredger(s) and Hopper Barges for deployment required to carry out the necessary dredging work. The bidder shall submit a methodology to demonstrate as to how design depth will be achieved so as to complete the dredging work within the stipulated contract period. In case the bidder do not own the dredger and plans to execute the dredging works by other modes of arranging the dredger by wet leasing, hiring etc., the above firm has to pay additional security of 5% in addition to the performance security indicated in the tender which will be returned without interest after satisfactory completion of dredging work, in case the firm gets the contract. In addition to above, the details of arranging the dredgers for the work with "Irrevocable Letter of Authority" from the owner to be produced by the bidder to the effect that the dredger so chartered/hired shall not be withdrawn till completion of the work.

7.9. Chartering / wet leasing of dredger does not constitute as work experience for the owner of the dredger.

7.10. Bidders shall submit details of similar works executed. Documentary evidence in support of the same viz., copies of Work Order(s), Work Completion Certificate(s) and other relevant documents, if any, issued by the Party for whom the work is done, duly signed & stamped with company seal shall be **scanned and uploaded online.**

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

7.11. Bids from Joint Venture / Consortium are not acceptable. Bidders should have requisite experience in their own name and not as partner of any Joint Ventures/Consortia.

7.12. Before submission of the tender, the bidder shall visit the site, approved dumping areas for dredged spoil of Mumbai Port and also carefully examine the General Conditions of Contract, Special Conditions of Contract, the Specifications (including any drawings and other specifications referred to therein), the schedules and the Bill of Quantities. In case of any ambiguity or discrepancy between any of these documents or between figured and measured dimensions, the bidder should immediately refer the matter to the MDL.

8. निविदा की लागत / COST OF TENDERING:



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

9. स्थल मुा यना / SITE VISIT:

9.1. It is considered necessary that the Bidder(s) visit the site and get clear idea about the work involved, before quoting. Bidder(s) are therefore advised to visit the site and satisfy themselves on the actual site conditions, meteorological and oceanographic data, soil/subsoil strata to be dredged and the areas identified for disposal of dredged material, before tendering.

9.2. The information regarding surface and subsurface strata, climatological, oceanographic data given in the tender documents are only intended as a general guidance for the contractor and no warranty is given for the correctness of the same.

9.3. Bidder(s), if required, may contact on telephone no. 2376 4221/ 2376 4222/2376 4230/ 2372 5090 or email: tscomm@mazdock.com for any doubts /clarifications / site visits.

10. पूर्व बोली सम्मेलन / PRE-BID CONFERENCE:

10.1. A Pre-Bid Conference will be held from **1030 Hrs onwards on 09 Nov '17 (Thursday)** in the Conference Room, Technical Services Dept., 1st Floor, Admin Building, Alcock Yard, Mazagon Dock Shipbuilders Ltd. Bidders may send their queries in writing either by email to tscomm@mazdock.com or send them by post/courier to the address below so as to reach MDL on or before **07 Nov '17** at the following address:

**Addl. General Manager (TS),
Technical Services Department,
1st Floor, Admin Building, Alcock Yard,
Mazagon Dock Shipbuilders Limited,
Dock Yard Road,
Mumbai – 400010, India
Tel: +91 22 2372 5090/ 2376 4221**

10.2. Intending bidders shall also furnish names and designation of their persons attending the pre-bid meet.

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

11.1. Bidders shall furnish EMD of **₹10,00,000/- (Rupees Ten Lakh Only)**, against this tender.

11.2. 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



11.3. 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).

11.4. 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.

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

11.6. 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.

11.7. **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.**

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

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

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

11.10.1.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.

11.10.2.If the successful bidder declines acceptance of order.

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

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

12.2. Firms registered with MDL. 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 registration will not be considered for EMD exemption.

12.3. 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 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 will not be considered for EMD exemption.

12.4. All Micro & Small Enterprises subject to their submitting the Registration Certificate from the Competent Authority regarding their Micro/Small Industry status.



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

12.6. Green Channel Status vendors qualify for EMD exemption. Such firms shall submit valid copy of the Green channel certificate issued by MoD for the items for which the offer is being submitted in Part-I offer/bid. Firms in process of obtaining this certificate will not be considered for EMD exemption.

13. विधि विवरण तथा कार्य परियोजना / METHOD STATEMENT & WORK PLAN

13.1. The Bidder shall submit a Method Statement outlining the approach to be adopted for execution of the dredging works and its completion within the stipulated time as per the contract. The Method statement shall be supported by a Baseline Programme and Deployment schedule of manpower & equipments required for successful completion of the dredging work. The programme shall include details of various activities along with its time duration and interdependency of activities, if any. The bidder shall take into account loss of time due to inclement weather/monsoon while preparing the programme/schedule. The deployment schedule shall consist of a chart showing deployment of manpower & equipments of various categories commensurate with the schedule.

14. वैधता अवधि /VALIDITY PERIOD:

14.1. The Bids / Offers shall remain valid for a period of **180 days** from the date of opening of the Techno-Commercial (Part-I) bid(s).

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

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

15.1. 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>.

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

i) 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.

ii) Acceptance on clauses of Conditions of Contract (FIDIC) including Particular Conditions of Contract in the Prescribed Format **appearing online** stating 'Accepted' OR 'Not Accepted' as applicable for each of the clause.

iii) Acceptance on clauses of General Requirements in the Prescribed Format **appearing online** stating 'Accepted' OR 'Not Accepted' as applicable for each of the clause.

iv) BLANK Price Bid clearly indicating 'QUOTED' / 'NOT QUOTED' against the relevant heads as **appearing online**.

v) Deviations, if any, from Terms, Conditions & Technical requirements specified in the Tender Enquiry, Conditions of Contract including Particular Conditions of Contract and General Requirements with reasons thereof shall be clearly indicated against the relevant clause(s) **in the form appearing online in Part-I bid.**



- vi) Documentary evidence in support of Past experience and Performance on Similar work during the last 7 years, stipulated at Clauses 7.6.1 or 7.6.2 or 7.6.3, as applicable AND 7.6.4 **shall be uploaded in online Part-I bid.**
- vii) Bidders shall fill the details of their annual turnover in the form appearing online and **upload scanned copies** of Audit certified Balance Sheets & Profit/Loss Accounts for the relevant years in Part-I bid.
- viii) 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.
- ix) 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.
- x) **Schedule of Plants & Equipments** in the format at **Enclosure-7** typed on bidder's letterhead with necessary details, signed & stamped with company seal shall be scanned and uploaded in online Part-1 bid.
- xi) Scanned Copy of **'Method Statement & Work Plan'** duly typed on bidder's letterhead with necessary details, signed & stamped with company seal shall be uploaded in online Part-I bid.
- xii) Scanned copy of **'Integrity Pact'** as per format at **Enclosure-11**, duly filled in, signed & stamped by the bidder shall be uploaded in online Part-I bid.
- xiii) Scanned copy of **Goods & Services Tax (GST) Registration Certificate & Permanent Account Number (PAN)** duly signed & stamped with company seal shall be **uploaded in online Part-I bid.**
- xiv) Scanned Copy of **'Appendix to Tender'**, duly filled in with necessary details, wherever required, signed & stamped with company seal shall be uploaded in online Part-I bid.
- xv) 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.
- xvi) Bidders registered with Mazagon Dock Shipbuilders Limited **shall upload scanned copy** of Valid Registration Certificate issued by MDL.
- xvii) Bidders registered with NSIC in the relevant category as defined in the similar work **shall upload scanned copy(s)** of Valid Registration Certificate alongwith 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, alongwith the list of items / services for which they are registered. xviii) The scanned image of the instruments towards Earnest Money Deposit (EMD) / BID BOND and INTEGRITY PACT BANK GUARANTEE (IPBG) as stipulated in the tender shall be uploaded. The original of the above DD / BG towards Earnest Money Deposit (EMD) / BID BOND and INTEGRITY PACT BANK GUARANTEE 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,**

अपर महाप्रबंधक (तकनिकि सेवाए),
तकनिकि सेवाए विभाग,
पहिली मंज़िल, प्रशासनिक बिल्डिंग,
अल्कोक यार्ड, माझगांव डॉक शिपबिल्डर्स लिमिटेड,
डॉकयार्ड रोड, मुंबई - ४०००१० (भारत)
**Addl. General Manager (Technical Services),
Technical Services Department,
1st Floor, Admin Building,
Alcock Yard,
Mazagon Dock Shipbuilders Limited,
Dock Yard Road,
Mumbai – 400010 (INDIA)**

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

- i) Price Bid as appearing in the format are **to be filled ONLINE ONLY** by the bidder.
- ii) The quantities of individual items in the BOQ are estimated and may vary during execution.
- iii) Bidders are required to quote rates for all the individual items listed in the BOQ.

16. बोलियों का मूल्यांकन/ EVALUATION OF BIDS:

16.1. The bids shall be evaluated on the Basic Price quoted by the bidders.

17. निविदाएँ खोलने की प्रक्रिया / OPENING OF BIDS:

17.1. **Part-I (Techno-commercial Bid):** Part-I bid will be opened online on the tender opening date from 1430 hrs 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. Alternatively, the bidder can view the tender online by logging their user id on the portal <http://eprocuremdl.nic.in>.

17.2. **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, the bidder can view the tender online by logging their user id on the portal <http://eprocuremdl.nic.in>.

18. बोली अस्वीकृति करनेकी मापदंड / BID REJECTION CRITERIA:

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

18.1.1. Bids received after tender closing date and time.

18.1.2. Bidders not submitting EMD or relevant documents in respect of exemption from submission of EMD.

18.1.3. 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.

18.1.4. Bidders not agreeing to accept Integrity Pact.

18.1.5. Bidders not submitting IPBG as specified in the tender.

18.1.6. Bidders 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, as specified in the tender.

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

18.2.1. Bidder's failure to submit sufficient or complete details for evaluation of the bids even after given reasonable time by MDL.

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

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

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

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

18.2.6. Unreasonably longer delivery period quoted by the bidder.

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

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

18.2.9. 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.

19. समापन अवधि / DELIVERY PERIOD/COMPLETION SCHEDULE:

19.1. The entire work shall be completed within a period of **06 (SIX) MONTHS**, excluding mobilization period of 30 Days from the date of issue of Letter of Acceptance (LOA) **or date of issue of Notice for Commencement of work, whichever is later**. The Completion Period shall however be inclusive of intervening Monsoon Period, if any.

19.2. **The dredging work shall commence only after receipt of necessary Environmental Clearance from MoEF. The MoEF clearance is expected to be received by Jan '18.**

20. मूल्य निर्धारण एवम मुद्रा / PRICING & CURRENCY:



20.1. The quoted price shall be inclusive of all costs towards planning, mobilization/demobilisation of suitable Dredgers/Equipments/Machineries and other required crafts/ land based equipment including all items/materials, labour, tools, fabrication, transportation, insurance, consumables, overhead, profit etc. necessary for execution of dredging works.

20.2. Price(s) shall be quoted entirely in **Indian Rupees (INR)** only.

21. कर /TAXES:

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

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

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

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

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

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

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

21.8. If the vendor is registered under GST, vendor shall file all applicable returns under GST Laws in the stipulated time & any losses of tax credit to MDL arising due to delay in filing will be recovered from their invoice wherever MDL is



eligible to avail tax credit. Any default towards payment of tax and / or uploading of monthly returns by supplier/contractor, MDL retains right to withhold payments towards tax portion until the same is corrected & complied by the supplier/contractor with the requirement of GST along with satisfactory evidence.

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

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

22.1. All works shall be carried out and measured as per specifications and standard Engineering practice. 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(s) efficiently.

22.2. 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.

22.3. All the quantities indicated in the Bill of Quantities are indicative but the Contractor will be paid for the actual work carried out at site at the rates quoted / negotiated, which will remain firm during the operations of the contract.

22.4. All the works under or in course of execution or executed in pursuance of the contract shall at all times be open to inspection and supervision of the Engineer-in-charge and his authorized subordinates 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.

23. अनुबंध / CONTRACT AGREEMENT:

23.1. Within 15 days after issue of the LOA or Notice for Commencement of Work, whichever is later, a formal agreement in the prescribed format shall be executed between MDL and the Contractor. The Contractor shall have to provide 02 nos of Non-Judicial Stamp Paper of requisite value for execution of the Agreement. One copy of the signed agreement shall be handed over to the Contractor.

24. प्रतिधारण मुद्रा / RETENTION MONEY

24.1. Retention Money shall be deducted @ 10% of the value of work done (excluding secured advance, escalation etc.) from each Interim Bill subject to a maximum of 5% of contract value (excluding taxes).

24.2. The Retention Money retained as above shall be released to the Contractor after satisfactory completion of the dredging works and along with the Final Bill. No interest shall be paid to the Contractor on the Retention Money so deducted.

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. कार्यशाला एवम यंत्र / PLANT & MACHINERY:

26.1. The Contractor(s) shall make his own arrangement of all Plant & Machinery required for carrying out the dredging work(s).

27. जलापूर्ति / WATER SUPPLY:

27.1. The Contractor(s) shall make his own arrangement for supply of water to their Crafts, Plants, Dredgers etc. at their own cost.

28. बिजली की पूर्ति / ELECTRIC SUPPLY:

28.1. No electric power will be supplied by MDL.

28.2. The Contractor(s) shall have to make his own arrangement at his own cost. However, electric power for lighting purposes at site office and stores on the shore would be given, if available, at one point, free of cost. The arrangements of cable wiring, etc., shall be made by the Contractor, at his own cost.

29. क्रय अधिमान / PURCHASE PREFERENCE:

29.1. The Indian company owning Indian flag dredgers including Dredging Corporation of India, shall have the First Right of Refusal if the rate is within 10% of the lowest valid offer. If more than one company owning Indian flag dredger participates in the tender, the right of first refusal will go to that Indian company which has quoted the lowest rate and is within 10% of the lowest offer. If an Indian flag vessel is not available, then "Indian controlled ships" shall be accorded higher priority in the Right of First Refusal than Non-Indian Flag Vessels.

29.2. An Indian Dredging Company can be defined as a company registered under the companies Act 1956 and engaged in dredging work and having dredgers under Indian flag or vessels registered as Indian controlled ships in accordance with DGS Order No.10 of 2014.

30. बोलियाँ में संशोधन /MODIFICATION TO THE BIDS:

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

31. सार्वजनिक शिकायत कक्ष /PUBLIC GREIVANCE CELL:

31.1. 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 **2375 9793/ 2376 2121**

32. वृद्धि /ESCALATION:

32.1. If the prices of materials (not being materials supplied or services rendered at fixed prices by MDL and/or wages of labour required for execution of the work) increase, the Contractor shall be compensated for such increase as per provisions detailed below and the amount of the contract shall accordingly be varied, subject to the condition that such compensation in prices shall be available only for the work done during the stipulated period of the contract including such period for which the contract is validly extended under the provisions of the contract. Such compensation for escalation in the prices of materials and labour, when due shall be worked out based on the following provisions:



32.1.1. The base date for working out such escalation shall be the last date on which tenders were stipulated to be received.

32.1.2. The cost of work on which escalation will be payable shall be reckoned as 85% of the cost of work as per the bills, running or final, and from this amount the value of materials supplied or services rendered at fixed charges shall be deducted before the amount of compensation for escalation is worked out. In the case of materials brought to site for which any secured advance is included in the bill the final value of such materials as assessed by the Engineer-In-Charge (and not the reduced amount for which secured advance has been paid) shall be included in the cost of work done for operation of this clause. Similarly, when such materials are incorporated in the work and the secured advance is deducted from the bill, the full assessed value of the materials, originally considered for operation of this clause, should be deducted from the cost of the work shown in the bill, running or final. Further the cost of the work shall not include any work for which payment is made at prevailing market rates.

32.1.3. The compensation for escalation for materials, labour and P.O.L. shall be worked out as per the formula given below:

$$\text{i) } V_m = W \times 0.30 \times (M_i - M_{io}) / M_{io}$$

where

V_m : Variation in material cost i.e. increase or decrease in the amount in rupees to be paid or recovered.

W : Cost of work done worked out as per para 32.1.2 above.

M_i & M_{io} : All India Wholesale Price Index for **All Commodities**, for the period under reckoning as published by the Economic Advisor to Government of India, Ministry of Industry and Commerce, for the period under consideration and that valid at the time of receipt of tender, respectively.

$$\text{ii) } V_l = W \times 0.40 \times (L_i - L_{io}) / L_{io}$$

Where

V_l : Variation in labour cost i.e. increase or decrease in the amount in rupees to be paid or recovered.

W : Cost of work done worked out as per para 32.1.2 above.

L_i & L_{io} : **Consumer Price Index** for Industrial Labour (All India) declared by Labour Bureau, Govt. of India) as applicable for the period under consideration and that valid at the time of receipt of tenders, respectively.

$$\text{ii) } V_f = W \times 0.30 \times (F_i - F_{io}) / F_{io}$$

Where

V_f : Variation in cost of fuel, oil and lubricants, increase or decrease in the amount in rupees to be paid or recovered.

W : Cost of work done worked out as per para 32.1.2 above.

F_i & F_{io} : Average index number of whole sale price for **group (fuel, power, light and lubricants)** - as published by the Economic Adviser to Govt. of India, Ministry



of Industry & Commerce for the period under reckoning and that valid at the time of receipt of tenders, respectively.

32.1.4. The following principles shall be followed while working out the indices mentioned in sub para 32.1.3 above:

- i) The index relevant for any month will be the arithmetical average of the indices relevant to the three calendar months preceding the month in question.
- ii) The base index will be the one relating to the month in which the tender was stipulated to be received.
- iii) The compensation for escalation shall be worked out at quarterly intervals and shall be with respect to the cost of work done during the previous three months. The first such payment will be made at the end of six months excluding the month in which the tender was submitted and thereafter at three months interval.

32.1.5. In the event the price of materials and/or wages of labour required for execution of the work decrease/s, there shall be downward adjustment of the cost of work so that such price of materials and/or wages of labour shall be deductible from the cost of work under this contract and in this regard the formula herein before stated under this para 32.1.3 shall mutatis mutandis apply.

33. बाधा / HINDRANCE:

33.1. A Hindrance Register as per attached format at **Enclosure-9** 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 MDL 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 both the parties i.e Designated Representative from TS Department and the 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 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 लादने 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 State Bank Advance Rate (SBAR) plus 2% thereon on the amount (s) at variation and / or for the period (in no. of days) at variation.

34.1.2. 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.

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

35.1. The successful bidder shall have to obtain Police Verification Report (PVR) of their Employees prior to deployment at MDL site for execution of the work. A Detailed procedure for Entry Passes for Contractor's Employees is displayed on MDL's website www.mazdock.com → Tenders → Technical Services. **BIDDERS ARE REQUESTED TO NOTE THE SAME. NO RELAXATION SHOULD BE ASKED FOR.**

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

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

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

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

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



36.5. 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>

36.6. 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 – mस्कुम्भारे@mazdock.com

37. ऑनलाइन बोली में भागीदारी /PARTICIPATION IN ONLINE BIDDING:

- 37.1. Bidders can participate in online bidding
 37.1.1. By registering with above referred portal for User ID and password.
 37.1.2. By obtaining class III B DSC (Digital Signature Certificate) for secured bidding.

38. अनुचित ऑनलाइन भरना /IMPROPER ONLINE FILLING:

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

39. एमडीएल का अधिकार /MDL's RIGHT:

39.1. MDL reserves the right to consider placement of Order / Contract in part or in full against the scope of work indicated in the tender.

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,**

Addl. General Manager (C-TS)
 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 (PBG)
6.	Enclosure-6	-	Extract of Official Secrets Act, 1923
7.	Enclosure-7	-	Schedule of Plants & Equipments (to be submitted on bidder's letterhead)
8.	Enclosure-8	-	General Requirements
9.	Enclosure-9	-	Hindrance Register
10.	Enclosure-10	-	Price Bid (Part-II) – to be filled ONLINE Only
11.	Enclosure-11	-	Integrity Pact
12.	Enclosure-12	-	Proforma for Integrity Pact Bank Guarantee (IPBG)
13.	Enclosure-13	-	Format for Contract Agreement
14.	Enclosure-14	-	General Conditions of Contract (FIDIC)
15.	Enclosure-15	-	Appendix to Tender
16.	Enclosure-16	-	Final Alignment of Navigational Channel



17.	Enclosure-17		Geotechnical Investigation Report
18.	Enclosure-18	-	Statutory requirements & Safety clause - To be downloaded from www.mazdock.com →Tenders→Technical Services→Standard Formats
19.	Enclosure-19	-	Procedure for security passes - To be downloaded from www.mazdock.com →Tenders→Technical Services→Standard Formats



Enclosure-1

FORM OF UNDERTAKING TO BE FURNISHED BY THE BIDDER

To,
Head of Department (TS),
Mazagon Dock Shipbuilders Limited,
Dockyard Road, Mumbai-400 010.

Sir,

Sub: Capital Dredging for creating a New Navigational Channel from MDL water front to Offshore Container Terminal (OCT) Berth of MbPT.

Ref: MDL Tender Enquiry No. 190000021 dated 16 Oct '17

1. Having visited the site, examined and understood the Terms & Conditions of the Tender Enquiry, General Conditions of Contract, General Requirements, Drawings and Bill of Quantities for the above named work, we offer to execute the whole of the said works in conformity with the said General Conditions of Contract, General Requirements, 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. We agree to submit Insurance Policy as stipulated in the tender and the same shall be valid during the tenure of the Contract.
6. We agree to abide by this Tender for the period of 180 days from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiry of this period.
7. We agree to enter into Integrity Pact & abide by the same as stipulated in the tender.
8. 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.
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 undertake to comply with the 'Anti-profiteering clause' under the GST Act 2017.
11. 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**
BANK ACCOUNT NO : **10005255246**
IFSC CODE : **SBIN0009054**

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.	VAT NO.	:	
14.	CST NO.	:	
15.	EXCISE NO.	:	
16.	SERVICE TAX 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 Rs. 100/- . However, the value of stamp paper to be confirmed from Legal Department, MDL.)

IN CONSIDERATION OF MAZAGON DOCK SHIPBUILDERS LIMITED, a company incorporated under the Companies Act 1956 and having its registered office at Dockyard Road, Mumbai 400010 (hereinafter referred to as the "the 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 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 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****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.



Enclosure - 7

SCHEDULE OF PLANTS & EQUIPMENTS PROPOSED TO BE DEPLOYED
(to be typed on bidder's letterhead)

1. The details of the plant and equipment owned by the Bidder and considered suitable and available for the proposed work.

Name of plant/equipment	No. of units	Description (type, make, model, capacity)	Condition	Year of Service	Present Location	Validity of Insurance with Policy Number

2. The details of plant and equipment bidder intend to purchase, or procure on hire-rent basis or on lease for use on the proposed work.

Name of plant/equipment	No. of units	Description (type, make, model, capacity)	Condition	Year of Service	Present Location	Validity of Insurance with Policy Number

With regard to equipment and floating crafts, absolute ownership, disponent ownership, time charter and bare-boat charter can be considered. **However, in case of chartering the dredger, an “irrevocable letter of authority” from the owner to be produced by the bidder to the effect that the dredger so chartered shall not be withdrawn till completion of the work.**

Note: Idle time on account of tide limitation, machinery breakdown etc. are included in the quoted rates.

Signature of the Bidder

Official Seal

**GENERAL REQUIREMENTS****GR-1. GENERAL:**

- a) The scope of work is described in the tender, specifications, Bill of Quantity and drawings) and in general includes, but is not limited to deploying requisite number of dredgers, support crafts, all materials including consumables, and equipment necessary to conduct surveys, dredging and disposal of spoil at specific locations as described in the tender.
- b) Quantities, drawings and specifications given in the Bid Document are for the sole purpose of indicating to bidders the order of magnitude of work and are not in any way guaranteed to remain unchanged. Time is the essence of contract and the work should be completed in all respects within the period stipulated in the tender from the date of placement of Purchase Order or date of issue of Notice for Commencement of work, whichever is later.
- c) Bidders are advised to visit the site of the work, review the drawings, and acquaint themselves of all site conditions prior to submission of their bid. Failure to visit the site will in no way relieve the successful bidder of any of the obligations in performing the work in accordance with this tender within the quoted price.
- d) If the bidders find discrepancies in or omission from the drawings, specifications, or other documents, or have any doubts as to the meaning or intent of any part thereof, they shall at once inform MDL who may send a written instruction or explanation to all bidders. No oral interpretations shall be made by any bidder as to the meaning of any of the provisions of the bid documents.
- e) The bidders may please note that the MDL will not entertain any correspondence or queries on the status of the offers received against this Bid.

GR-2. SCOPE OF WORK:

- a) The details of work to be executed are indicated in the tender drawings.
- b) The work consists of Deepening of Navigational Channel from Northern Waterfront of MDL to Offshore Container Terminal (OCT) Berth of MbPT by suitable means. The channel from MDL up to end of Kasara channel and end of Kasara channel to OCT berth is to be deepened to 5.5 m and 6.0 m below CD of Apollo Bunder respectively. The material to be dredged comprises of soft marine clay, soft to compact clay/silty clay and weathered/hard rock.
- c) Works envisaged under this tender shall include but are not limited to the following:
 - i) Mobilization and Demobilization of the equipment/ dredgers required for the work
 - ii) Dredging in soil including removal of offshore boulders, debris/wrecks and other obstructions, if any.
 - iii) Dredging in rock including concrete lumps, if any.
 - iv) Disposing off the dredged soil/rock at the designated disposal ground at flood dumping ground at Latitude 18° 53' 00" (±15") N and Longitude 72° 44' 00" (±15") E during flood phase of tide only, while at DS-3 dumping ground at Latitude 18° 55' 00" (±30") N and Longitude 72° 42' 00" (±30") E during ebb phase of tide.
 - v) Jet probing for rock level/ strata identification (to be carried by out by successful bidder, if required).
 - vi) Relocation of navigational buoys owing to increase in width of the channel.
 - vii) Removal of underwater obstructions/ material etc. if any.
- d) The successful Bidder/Contractor shall submit a detailed methodology



proposed for execution of the dredging works including Schedule of Plants & Equipments to be deployed for the work along with their Technical Bid.

e) The successful Bidder/Contractor is expected to deploy adequate numbers of preferably minimum 3 legged Spud Type Barge mounted with long arm Hydraulic Excavator capable of dredging soft silty marine clay, hard silty clay with loose boulders and clayey sandy gravel, etc., up to the hard strata level and to the satisfaction of Engineer-in-Charge. Bidders shall furnish the information in respect of their proposed Methodology, Schedule of Plants and Equipments required for the above work along with their Technical Bid (Part-I).

f) On completion of the Silt Dredging and after reaching the hard strata, the successful Bidder/Contractor shall then carry out Rock Dredging by any suitable method up to required level. In case Rock Dredging is carried out by Controlled Blasting Method, the Contractor shall deploy suitable Spud type Drilling Pontoon capable of carrying out Drilling / Blasting. In addition to the above Drilling Equipment, Contractor shall deploy Crane Pontoon fitted with Orange-peel Grab/Hydraulic Excavator capable of excavating weathered rock to the required level below Chart Datum in any tidal conditions. Bidders shall furnish the information in respect of their proposed Methodology, Schedule of Plant and Equipment required for the above work along with their Technical Bid (Part-I).

g) The contractor will dredge, transport, and dump/dispose off spoils at the designated dumping areas of Mumbai Port Trust (MbPT).

h) In case of Controlled Blasting, the Contractor shall arrange for necessary permission(s)/license(s) from the Statutory Authorities, as applicable, for carrying out the same and all cost & expenses incurred towards the same shall be borne by him.

GR-3. **SITE VISIT:**

a) The bidder shall visit, inspect, and examine the site of work as well as the designated dumping areas to decide the methodology of dredging, requirement of equipment for dredging and satisfy himself before submitting the tender. The bidder shall also thoroughly acquaint himself with the draft availability, tidal ranges, currents, swell, prevailing winds and weather, nature of the soil / rock to be dredged, traffic and other conditions likely to affect his work. All costs and expenses that may be incurred by the bidder in connection with such investigations shall be borne by him.

GR-4. **AVAILABLE DATA:**

a) Copies of following reports & drawings/charts are available for reference at Technical Services Department, MDL.

- i) Hydrographic Survey Report (Jun '15)- WAPCOS
- ii) Field Data Collection for Non-Monsoon Season (Aug '15) - WAPCOS
- iii) Field Data Collection for Monsoon Season (Jan '16) - WAPCOS
- iv) Geotechnical Investigation Report (Aug '16)-WAPCOS
- v) Geotechnical Investigation Report (Jun '17)-WAPCOS
- vi) CWPRS Technical Report No. 5422 (Sep '16) on "Mathematical Model Studies For Hydrodynamics and Siltation For The Proposed Extension of Navigational Channel"
- vii) CWPRS Technical Report No. 5421 (Sep '16) on "Mathematical Model Studies for Wave Transformation and Assessment of Wave Conditions along the proposed extension of Navigational Channel".
- viii) CWPRS Technical Report No. 5425 (Sep '16) on "Desk Studies for Design of Proposed Extension of Navigational Channel".
- ix) CWPRS Technical Report No. 5433 (Sep '16) on "Mathematical Model Studies to assess Feasibility of Flood Dumping Ground for the



- disposal of dredged material from Navigational Channel”.
- x) CWPRS Technical Report No. 5426 (Sep '16) on “Seismic Sub-Bottom Profiling Studies”
 - xi) CWPRS Technical Report No. 5520 (Sep '17) on “Underwater Seismic Reflection Survey”

b) Application has been made for obtaining Environmental Clearance from MoEF in respect of the project, which is expected by Jan'18. The execution of the project shall commence only after receipt of the Environmental clearance.

c) The survey data is being provided in good faith to help bidder(s) to assess the type of strata to be dredged and the site conditions. However, the bidders should draw their own interpretation from the data supplied. MDL would not bear any responsibility for the accuracy and / or sufficiency of the data provided and would not entertain any claims based on the data provided by MDL.

GR-5. DISPOSAL OF DREDGED SOIL & ROCK:

a) All the soil and rock dredged under this Contract shall be disposed off only at the designated dumping area(s).

b) The Contractor shall ensure that no dredged soil or rock is dumped outside the limits of the dumping area(s) specified. A record shall be kept of all the positions and time of each hopper discharge and this record shall be forwarded to the Engineer every week. Periodical check survey shall be carried out to ascertain that the bed levels in the dumping areas are within the tolerance limits. Check survey results plotted on the drawings shall be submitted to the Engineer.

c) In case of dumping of dredged material by the Contractor at unauthorized places and times, such quantities so dumped and as assessed by the Engineer shall be removed by the Contractor at his cost and the same shall be dumped in the designated dumping ground.

d) MDL / Mumbai Port Trust, reserves the right to allow the use of these dumping areas to other parties during this contract period.

GR-6. DEPLOYMENT OF PERSONNEL:

a) The Contractor shall deploy adequate number of experienced personnel during the execution of the Contract. The team shall be headed by a Project In-charge, who will be responsible for the work and workmen. The Project In-charge shall be authorized to take onsite decisions on behalf of the successful Bidder/Contractor so that the Engineer-in-charge or his representative can interact with him on all matters related to the execution of the job.

b) The Contractor, on receipt of the Purchase Order, will be required to submit a copy of police verification certificate(s) and other necessary documents for making entry passes for their workers and supervisors who will be involved in the execution of the works.

GR-7. SURVEYS:

a) For determination of the original seabed level, before commencing dredging operations, a joint survey of the seabed is to be undertaken by the Contractor and the Engineer. The services of an external survey agency viz., Marine Survey Dept. of MbPT / Maharashtra Maritime Board (MMB) shall be inducted for the Pre dredge surveys along with the representative of the Engineer and the Contractor. The Pre dredge survey drawing(s) shall be signed by the Hydrographic Surveyor, Contractor and the Engineer, which shall form the basis for all the further measurement of the works undertaken in the course of the Contract.



- b) The level of the sea bed shall be recorded by means of echo sounding equipment using frequencies 33 KHZ and 210 KHZ simultaneously. Soundings shall be taken on lines at 5 metres apart, or such other spacing as the Engineer may direct. Soundings shall be taken to nearest 100mm. The equipment shall be calibrated in the presence of the Engineer before and after carrying out soundings. All the levels shall be reduced to Chart Datum. On completion of the surveys the soundings shall be mutually verified and agreed upon between the Engineer and Contractor and the Contractor shall prepare record drawings to a scale as approved by the Engineer, to show the pre-dredging surface levels of the sea bed. Four copies of these drawings shall be signed by the Contractor and the marine survey dept. of MbPT / MMB and these drawings shall form the basis for measurement. It is to be noted that for the purpose of computation of volumes of Soil/Rock for payment recordings using 210 KHZ only will be used.
- c) At the beginning and at the end of each day's soundings, a bar check shall be taken on the echo sounding machine. If the results of these checks are not to the satisfaction of the Engineer or his Representative, the soundings will be rejected and a fresh survey carried out. This stipulation applies to all soundings taken under this Contract.
- d) Interim surveys shall be carried out jointly during the period of dredging works on monthly basis or at agreed suitable intervals for stage payments. Soundings shall be taken under the same configuration and settings as used for pre-dredging surveys. On completion of each survey, Contractor shall prepare record drawings showing surface levels of the bed reduced to Chart Datum and submit the same to the Engineer for approval. These approved drawings shall be used for interim measurement and payment. The cost towards the Interim Surveys shall be borne by the Contractor.
- e) The Post dredging survey equipment shall have the same configuration as used for Pre dredging survey. On completion of all required dredging works and sweeping operation a post dredging final hydrographic survey will be conducted jointly by the contractor and the Engineer's Representative on the same basis as specified for pre-dredging survey. The services of an external survey agency viz., Marine Survey Dept. of MbPT / Maharashtra Maritime Board (MMB) shall be inducted for the Post dredge surveys along with the representative of the Engineer and the Contractor. The Post dredge survey drawing(s) shall be signed by the Hydrographic Surveyor, Contractor and the Engineer. The Contractor shall be paid for the quantities worked out on the basis of Pre & Post dredge survey drawings after adjusting for the quantities paid based on the interim surveys. The cost towards Pre dredge and Post dredge surveys shall only be borne by MDL.
- f) It is to be noted that for the purpose of computation of volumes of dredged material for payment, recordings using 210 KHZ only will be used.
- g) All levels indicated on the drawings are with respect to chart datum, which is 21.95M above Town Hall datum.
- h) The work to be undertaken is under water and the Contractor should allow for all necessary works in tidal range or under water and for all delays or damages on account of this both in his programme of works and in his rates and prices to be affixed to the Bill of Quantities.
- i) When divers are employed, the Contractor shall arrange for competent linesman to be in attendance at all times during the diving operations. Before any diving operation is undertaken, the Contractor is to supply the Engineer with two copies of the code prominently displayed on the craft or structures from which the operations take place. Complete equipment and a standby diver must be ready for use whenever operations by a single diver are in progress.
- j) If divers are employed, the contractor shall make available at



such times as the Engineer may direct a diving boat with all necessary equipment and attendance to enable inspection of underwater work to be made by the Engineer. The Contractor shall provide a standby diver with independent equipment during the period of inspection. All the above equipment including divers shall be provided at the expenses of the contractor.

GR-8. PLANT AND EQUIPMENT:

- a) The Contractor shall furnish a detailed list of Plant & Equipment proposed to be deployed for execution of the dredging works.
- b) The Contractor shall deploy all crafts capable of operating in all weather conditions.
- c) The Contractor shall be responsible for the supply, use and maintenance of all dredging plant and equipment and shall ensure that it is suitable for the works and is maintained in such a manner as to ensure its efficient working. The Engineer may direct that plant and equipment which is not efficient and is prejudicial to the quality of the works be removed from the site and replaced by a plant and equipment to his satisfaction.
- d) No facilities for repairs or dry-docking of the Contractor's crafts or plants can be spared by MDL during the period of work. The contractor shall make his own arrangements for such facilities at his own cost. The contractor will have to obtain assistance of the Port for pilotage, berthing and mooring facilities for his crafts, at his own cost.

GR-9. CONTRACTOR RESPONSIBILITY FOR MATERIAL, LABOUR AND EQUIPMENT:

- a) The Contractor shall be responsible for the provision of all materials, site office, stores, equipment and craft necessary for the satisfactory execution and completion of the dredging work and surveys for the measurements. The Contractor shall employ competent persons with adequate qualifications and experience in dredging to take charge of and maintain in good working order all dredgers, hopper barges, tugs and drilling pontoons and other crafts to be deployed for the works.
- b) The Contractor shall locate his various facilities in such a way that they do not interfere with the working of the other Contractor or the work of MDL as well as the Port.
- c) The Contractor shall make his own arrangements for suitable telephone/internet connections / wireless communication system for intercommunication between base office, dredging spread and transport barges.
- d) The contractor shall at his own expense provide and maintain upon the works to the satisfaction of the Engineer sufficient proper and efficient lifesaving and first-aid appliances which shall at all times be available for use.
- e) In the event of the occurrence of any accidents at or near the site of works or in connection with the execution of the works, the contractor shall inform the Engineer of the same within 24 hours. He shall also report such accidents to all competent authorities whenever, such reports are required by them. In the event of any marine accidents, a report shall be made immediately to the Engineer.

GR-10. ACCESS TO SITE:

- a) The Engineer or his Representatives shall have at all times during working hours access to the Contractor's dredging and disposal craft, plant, etc., and shall have the right to call for and obtain any information regarding the maintenance and operation of plant, progress of works, etc., from the contractor or his representative. For making such visits to the dredging and disposal plants, etc., the contractor shall make available to the engineer or his



Representative a suitable launch whenever required and make other necessary and proper arrangements for such inspection.

GR-11. **MOBILISATION:**

- a) No assistance will be provided by MDL for mobilization of equipment and the contractor should get clearance from statutory authorities for movement of dredging and disposal plant, barges, crafts, launches, etc., at the site. Port dues, if any, will be borne by the contractor.
- b) All the survey processing, plotting etc. shall be by automated survey system with necessary checks including manual verification as may be required. All the survey data collected shall be made available to the Engineer for verification before final acceptance.
- c) The Contractor shall, at his own expense, carry out all the necessary surveys, measurements and setting out of the works and shall for this purpose engage well qualified, experienced and competent marine and hydrographic surveyors for the works. The Contractor shall, for the purpose of checking the survey and setting out, provide to the Engineer all the assistance, which he may require. The Surveyor shall be selected having appropriate experience and as far as possible, the same surveyor shall be provided throughout the Contract Period. Before commencing any survey work or setting out, Contractor shall give the Engineer not less than two days written notice of his intention to survey or to set out or to take soundings for any part of the Works in order that arrangements may be made for checking. The Contractor shall provide for the sole use of the Engineer and his staff, all necessary survey instruments and other equipment and all technicians, labour and attendants which the Engineer may require for checking the setting out and soundings. The Contractor shall maintain in good working order at all times, during the period of the Contract, the instruments and equipment provided by him all as aforesaid. The Contractor shall provide, at his own expense, any poles, staging, templates or profiles required by the Engineer for checking or measurement of the Works. Working shall be suspended for such times as necessary for checking the lines and levels on any part of the Work, at no extra cost to MDL.

GR-12. **TRAFFIC:**

- a) The navigational channel is used by Mumbai Port Trust for the vessels movement. As the dredging is to be undertaken in the navigational channel and the normal port operations will be continued throughout the progress of the works, the contractor have to carry out his dredging operations without disturbing the Port's Traffic.
- b) The existing depths for navigation available in the Port shall be maintained for normal traffic in and out of the Port. It will be Contractor's responsibility to see that the period of his working, the existing depths are not affected so as to cause obstruction to the normal traffic in the Port.
- c) The Contractor shall at all times observe and comply with all laws including regulations that are relating to the navigation, manoeuvring, and anchorage of his floating craft being used throughout the works and shall get their craft within the Port limits or at the work site. The contractor shall follow the instructions given by the Engineer in this regard. The Contractor shall carry out his works strictly in a manner which would not obstruct or endanger the normal use of the waterways, anchorages, wharves and approaches thereto. The priority of navigation within Port limits will be always be at the discretion of MDL and MDL shall not be responsible for any inconvenience, loss or delays to the Contractor arising due to the priority not being given to their floating craft for moving about within the Port limits as per the decision of the Engineer, and no claims will be entertained due to delays occurring because of such



restriction.

d) The capital dredging is to be carried out in an operational navigational channel being used by MbPT. The equipments to be mobilized for carrying out the dredging works should not hamper the navigation in the approach channel during the dredging period. Various dredgers to be deployed should be movable from one place to the other in no time while the channel is being used by the vessels calling at both the ports. Apart from this, drilling and blasting equipments also should not cause any hindrance for the navigation of the vessels calling at both the ports. Clear specifications of the capacity and the type of dredgers and equipments to be deployed shall be submitted by the bidder as per prescribed enclosure of the tender. The details shall include for the make, type, model, capacity, working condition, year of manufacture, present location and works carried out by the same in past etc.

e) Any light provided by the contractor shall be so placed or screened as not to interfere with any signal for navigation lights or other markings to the satisfaction of MDL.

f) The ordinary business and works of the Employer and other as carried out in the vicinity of the site will be continued during the period of the works and the contract shall be conducted in such a way as to avoid interference with traffic of every kind by water and with any other works in progress in the vicinity.

GR-13. WATCHING AND LIGHTING:

a) The contractor at his own cost shall make such provisions for lighting of dredging areas. Temporary works, materials and Plant, whether on shore or afloat and shall provide all such marks and lights as may be required by MDL or any other authority having jurisdiction over the site together with all labour, stores and services required for their efficient working and use at any time, day or night and all marks by floats, buoys, etc, as required for the proper indication of submerged work and of moorings for his vessels.

b) The Contractor shall also provide at his own cost every description of watching and maintenance required in connection with the foregoing and all other services for protecting and securing all places dangerous whether to contractor's workmen or to other persons until the works are handed over to the Employer or till such time when the Engineer decides that such services are no longer required.

c) All lights provided by the contractor shall be placed or screened such as not to interfere with any navigation lights or with any traffic or signal lights of any local or other authority.

d) Floating plant deployed by the Contractor shall display day and night signals as required by the Port Authorities. All attendant hoppers, tugs or other crafts associated with the work shall display riding lights when moored or buoyed in the port area and shall not obstruct other port traffic when moving to and from the dredgers.

e) All anchors or other securing devices for moorings are to be placed in accordance with the requirements of the port. The contractor shall ensure that he provides the Port all the details with accurate fix of the position of all anchors, securing devices and mooring lines as and when the information is required.

f) Certain area within the port basin will be in constant use and shall be kept free from the equipment related to the dredging operations till specifically authorized by the Engineer/Employer.

GR-14. MARKING OF THE DREDGED AREA:

a) The Contractor shall provide and place in position and maintain adequate



number of buoys to mark the dredging areas, limits and boundaries etc. The Contractor, at his own cost, provide all assistance such as boats, labour, etc. which the Engineer or his representative may require to enable him to carry out the required inspections and checks. The Contractor shall allow for all re-aligning or replacement of buoys and navigational lights arising from drifts or any other cause as is considered by the Engineer. Such buoys shall be removed upon completion of the works.

GR-15. **METHOD STATEMENT:**

a) A detailed method statement including the details of proposed methodology, equipment, sequence of works, etc., should be submitted by the Contractor to the Engineer for approval before commencing the dredging operations.

b) In case, the methodology for rock dredging involves controlled blasting, the Contractor shall comply with the following:

i) The site of dredging is in the vicinity of marine infrastructures of MDL wherein warships/submarines are under construction. The dredging methodology and equipment proposed shall be such that none of these structures is disturbed. A detailed technical analysis shall be made by the Contractor and indicated in his methodology giving details and specifications of the equipment to be deployed, the methodology including drilling and blasting, if required on a controlled basis, equipment for monitoring vibrations of nearby structures and for shielding structures from shock waves of blasting, etc. Drilling and blasting shall only be done after pre-determining the charges of explosives taking into consideration the conditions of nearby structures (existing or under construction) as well as vessels afloat or in the dry dock / on slipways, by measuring Peak Particle Velocities (PPVs) by suitable ground vibration monitoring equipment conforming to Indian / other International Standard.

ii) The Contractor shall take into consideration the latest methodology in executing the work. No major changes in dredging methodology are permissible except for improvements and variations to optimize the operations, with justification, subject to approval by the Employer. If the Contractor intends to adopt blasting with explosives for dredging in rock strata, he will have to obtain, in advance, the approval of the Employer. The Contractor will be required to carry out trial blasts and record the peak particles velocity and vibrations caused at selected locations of above facilities by the blasting, all under the direction of a recognised agency such as the Central Water and Power Research Station, Pune or Indian Institute of Technology, Mumbai, and obtain expert opinion of such recognised agency. The ground vibrations due to underwater rock blasting, hammering of rock drills, operation of compressors, detonation of main explosive charge, under water explosion shock wave shall be limited to the norms prescribed by a recognised agency for different structures / vessels situated at different distances.

iii) All costs and charges of the recognised agency shall be borne by the Contractor. The Contractor will be required to prove to the Employer that the proposed blasting will not cause any damage to the Employer's facilities and vessels afloat or in dry dock/on slipways. If blasting is permitted, the drilling pattern, explosive charge to be used per drill hole, delay periods between successive charges, use of air curtain to shield existing facilities from the blast waves, etc. will have to be approved/vetted by the recognised agency. The Contractor will have to make his own arrangements for the procurement, transportation and storage of explosives, and will have to comply with all laws and regulations and the



requirements of the Inspectorate of Explosives regarding the handling, storage, transport and use of explosives.

GR-16. **DREDGE AREA:**

a) To the best of our knowledge, there exist no major natural or artificial obstructions in the form of sunken wrecks of ships or plants in the area to be dredged. However, if any small obstructions like sunken buoys, boulders, fish net, anchor chain, parts of container, parts of machinery etc. are encountered, these shall be removed by the Contractor at his own cost and no claim, whatsoever, on this account will be entertained by the Employer.

GR-17. **PROGRAMME OF WORK:**

a) The Contractor shall submit to the Engineer within 14 days of the award of the Contract a detailed programme schedule (hard copy & soft copy preferably in MS-Project software), showing in approved form the estimated dates of commencement and completion of the different parts of the works including expected dates for completion of the various sections of the works. The detailed programme schedule shall be such as it can be updated quarterly or as directed by the Engineer and hard & soft copy of the revised programme schedule shall be supplied to the Engineer.

GR-18. **DAILY PROGRESS REPORTS:**

a) The Contractor shall record; submit to the Engineer daily, progress report for the preceding day showing up to date progress and progress during the previous day on all items of each section of the works in relation to and in consideration of the detailed CPM schedule. In addition the Contractor shall submit on the second day of every fortnight, a detailed progress report giving the progress of the works during the preceding fortnight and also indicating the up to date progress of the work.

GR-19. **SETTING OUT:**

a) Setting out of the Works shall be done by the Contractor on such dates as to permit timely commencement of the work.

b) The Contractor shall furnish, install and maintain all markers, buoys, shore beacons and their items necessary to define the Works and facilitate the inspection and measurement thereof. It shall be the responsibility of the Contractor to obtain all licenses, permits and permissions for the use of marine radios, walkie-talkies, radio positioning systems, for the placing of onshore, offshore and underwater beacons and marker buoys, and for giving the proper statutory notices for all maritime operators. The costs of such licenses, permits and notices are to be borne by the Contractor, and shall be deemed to be covered by the rates and prices quoted in the Tender.

c) The Contractor shall be responsible for the accuracy of the setting out of the works and shall be executed in the presence of Engineer's Representative. All the beacons and markers for setting out the work or for defining the limits of the permitted working areas shall be of such size as shall be clearly visible at all times and lights shall be fitted wherever necessary or required by the appropriate authority.

d) The Contractor shall provide the Engineer's Representative with sufficient equipment, duly calibrated in the field, manpower, and materials to enable him to check the Contractor's setting out, at any time the Engineer's Representative may reasonably direct.

e) Work shall be suspended for such time as necessary for checking the lines and levels on any part of the works at no extra cost to MDL.



GR-20. LIMITS OF TOLERANCE FOR DREDGING:

- a) The width and dimensions shown on the Drawings are the clear inside dimensions exclusive of any side slopes. Side slopes in dredging of soft marine clay, hard silty clay, boulders, clayey sandy gravel, etc. other than hard strata/rock shall be 1 in 5, which will be paid extra over & above the specified dredged area.
- b) The dredging shall be carried out to the specified levels and slopes shown on the Drawings or such modified levels as may be notified by the Engineer to the Contractor in writing. The tolerance limits shall be 30 cm below the required level.
- c) In the case of Rock Dredging, dredged volumes due to side slopes shall not be measured and paid to the Contractor. However, 30cms vertical tolerance below the specified level shown on the drawing shall be considered for payment.
- d) In calculation of dredged volumes, the actual dredged slope or above specified side slope whichever is steeper shall be considered. No payment for increase in width, if any, beyond this limit for any reasons whatsoever will be made.
- e) No payment will be made in respect of materials dredged beyond the specified limits of tolerance.

GR-21. CALCULATION OF DREDGED VOLUME:

- a) Simpson's formula shall be used for computing quantity of dredging for payment purpose. The areas of sections shall be calculated by Simpson's Rule based on ordinates spaced not more than 5 m. apart and the volume calculated using areas of cross sections spaced not more than 5 m. apart. The actual spacing to be adopted of ordinates for areas and sections for volumes, in each case shall be determined by the Engineer. The volume between any two cross-sections shall be calculated by Simpson's cubic rule using areas of cross-sections as ordinates, spaced 5 meters apart or as directed by the Engineer According to this rule" the volume between any two cross-sections shall be calculated by adding together the areas of the extreme sections, twice the sum of areas of all intermediate sections of odd order 4 times the sum of the areas of all intermediate sections of an even order, multiplying by the distance between any two consecutive sections and dividing by 3".
- b) Since the behaviour of natural forces such as currents, tides, waves and winds, etc., is generally unpredictable, the effect by way of siltation, scour, erosion and bank slips on the volume of the work carried out by the contractor will not be taken into consideration and no adjustments made in the measured quantities for the area allotted to him for dredging. The benefit of scour, erosion or bank slips due to natural causes in the adjacent and/or adjoining land beyond the particular area allotted to the Contractor and prior to the allotment of the next area for commencing the dredging work, soundings, level, etc., shall be taken to arrive at the correct volume of dredging work to be carried out in that particular area.
- c) Final payments will be based on net quantities measured using the calculated difference between the agreed original seabed levels from pre dredging surveys and the post dredging surveys. The measurement will be the net volume within limits and specified tolerances.

GR-22. TEMPORARY WORKS:

- a) The Contractor shall submit to the Engineer for his approval drawings and proposals for any temporary works, offices, stores, etc., which he intends to construct for the execution of the contract and no such work shall be constructed before obtaining the written approval of the Engineer.



GR-23. **SAFETY:**

- a) The contractor shall take all possible precautions to prevent outbreaks of fire on the site and in all offices, stores, camps and other places and things connected therewith and especially with respect to the safe storage of petroleum products, and all other dangerous or hazardous goods. He shall comply with all rules, regulations and orders of any Statutory Authority and of the Engineer at no extra cost to the Employer.
- b) The Contractor shall obtain from the Employer details of any restricted areas in or around the site and shall have prominently and clearly displayed for the information of his staff and work people notices defining any such restricted areas. Such notices shall be provided at his own expense. The Contractor shall give every facility to the authorized safety officers of the employer to inspect the works whenever required and shall observe and abide by any instructions given by the Engineer in regard to the use of plant equipment and temporary works whether in respect of fire hazards or general safety and to any restrictions on smoking or the use of naked lights by persons employed by the Contractor. Compliance with such restrictions shall not be used as the basis of a claim against the employer.
- c) The contractor shall not enter upon or commence any work in or upon, across or through any land, building or place being private property until authorized in writing by the Engineer.

GR-24. **USE OF EXPLOSIVES:**

- a) Except as may be provided in the Contract or authorized by the Engineer in writing, the Contractor shall not use explosives. Where the use of explosives is so provided or ordered or authorized the Contractor shall comply with the following requirements.
 - i) The Contractor shall at all times take every possible precaution in and shall comply with the appropriate laws and regulations relating to the importation, handling, transportation, storage and use of explosives and shall at all times when engaged in blasting operations post sufficient warning flagmen to the full satisfaction of the Engineer.
 - ii) The Contractor shall at all times make full liaison with and inform well in advance and obtain such permission as is required from all Government authorities, public bodies and private parties whosoever concerned or affected or likely to be concerned or affected by blasting operations.
 - iii) The Contractor shall pay all license fees and charges which may be required for storage or in respect of any other matter whatsoever.
 - iv) The Contractor shall take particular care while undertaking underwater blasting in the vicinity of existing structures and structures under construction as well as vessels afloat or in dry dock / on slipways. Contractor shall notify the Engineer in writing before rock blasting for the work of dredging, submitting therewith his blasting scheme indicating number, depth, pattern and spacing of holes, charges and firing delays proposed and procedure of blasting to ensure uniform level of rock removal.
 - v) The Contractor shall permit the handling and use of explosives to be carried out only by men fully qualified and having a valid blaster's licence and experienced in the storage, handling and use of the types of explosives to be used for this type of under-water works.
 - vi) Blasting shall only be carried out at times to be agreed with the Engineer. Contractor shall give notice to the floating crafts / vessels tied/anchored nearby or likely to come in the area of blasting to be shifted / stopped before actual blasting takes place.



vii) The Contractor shall comply with prevalent regulations regarding purchase, handling, transportation, storage, accounting and use of explosives and shall at all times, when engaged in blasting operations, hoist sufficient warning signals to the full satisfaction of the Engineer.

viii) The Contractor shall strictly comply with the prevalent Regulations contained in the Indian Explosives Act, 1940 and its amendments till date and Safety Rules, Mining Act, stipulations of the Chief Controller of Explosives, etc. regarding purchase, storage, handling, transportation, accounting, safety, use of explosives. The responsibility to observe these Rules and Regulations lies with the Contractor from the time of receipt of explosives till they are properly and safely used in the works. The Contractor shall at all times when engaged in blasting operations, hoist sufficient warning signals prior to firing of explosives to the full satisfaction of the Engineer as precautionary measures to avoid vessels and persons staying in the blasting area and shall remain hoisted until the danger is over. No explosive shall be allowed to remain unexploded underwater. Appropriate vibration monitoring equipments shall be deployed. The type and make of the equipments shall be got approved by the Engineer before proceeding with blasting operations.

ix) Safety requirements as laid down in accordance with "IS:4081-Safety Code For Blasting And Related Drilling Operations" shall be followed.

x) The drilling pattern of holes, for charging of explosives, for dredging in the designated areas shall be so planned to give even plane surface at the specified dredged level with no projections above that level. Any projections left above the specified level shall be trimmed down to that level by divers.

GR-25. **MISCELLANEOUS:**

a) The Contractor shall forthwith and with dispatch raise and remove any plant (floating or otherwise) belonging to him or to any sub-contractor or to any person employed by him which may be sunk in the course of the execution and completion of the works or otherwise deal with the same as Engineer or the Engineer's representative may direct. Until the same shall be raised and removed the contractor shall set all such things for the safety of navigation as may be required by the Engineer or the Engineer's representative. In the event of the Contractor not carrying out the obligations imposed on him by this Clause, the Employer may buoy and light such sunken plant and raise and remove the same (without prejudice to the right of the Employer to hold the contractor liable) and the contractor shall refund to the employer all costs incurred in connection therewith. The fact that the sunken vessel or plant is insured or has been declared a total loss shall not absolve the contractor for his obligations under this clause to raise and remove the same.

b) All materials and things of any kind obtained from excavations or found on or under the Site or under any additional site which the contractor may be allowed to occupy shall remain the property of the Employer and shall not be used in the works or sold or otherwise disposed off without the written authority of the Engineer or the Engineer's representative unless otherwise expressly provided in the specification. No excavations are to be made upon the site or additional site beyond those shown on the drawings without previous written authority of the Engineer or the Engineer's representative.

c) In the event of work being terminated by the Employer for no fault of the Contractor, the contractor will be paid only for quantum of works actually executed at site and MDL will not be liable for any extra sum towards damages.

d) The contractor shall allow in his rates for any loss of working time due to



weather, surveying, positioning of craft, shifting of dredger/equipment during maintenance, idle time of the dredger / equipment for movements of vessels from the Employers jetties or basins, and other operations in the turning circle and approach channel as per instructed/agreed by the Engineer.

e) No important operation shall be commenced or work beyond normal working hours be carried out without the consent in writing of the Engineer.



Enclosure-9

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



PRICE BID (PART-II)
(to be filled ONLINE Only)

Sub: Capital Dredging for creating a New Navigational Channel from MDL water front to Offshore Container Terminal (OCT) Berth of MbPT
Ref: MDL E-Tender No.1900000021 dated 16 Oct '17

Sl. No.	Item Description	Unit	Qty	Rate (₹)	Amount (₹)
1.	Dredging in all types of soils including overburden, dense to very dense clay, silt, sand, gravel, soil mixed with gravel, moorum, shells, pebbles, cobels and removal of surface boulders but excluding hard rock strata to create required depth up to 5.5m below CD from MDL water front to the end of Kasara channel and up to 6m below CD from Kasara channel to OCT berth by removing shallow areas for deepening with suitable dredgers and equipment to the required lines and levels and slopes including removal and transportation of the dredged materials and dumping the same in the designated off shore dumping areas. The unit rate shall include mobilization and demobilization of plant, equipment, rail dragging of dredged area to the specified level after completion of dredging, operation and maintenance of all plant, equipment and crafts, manpower and labour charges, cost of material, fuel and taxes (except applicable GST), insurance etc. all complete as directed by the Engineer-in- charge, but excluding charges towards pre and post dredging surveys.	CuM	27,80,000.00		
2.	Dredging from existing depths to 5.5m below CD from Northern Waterfront of MDL to Offshore Container Terminal (OCT) Berth of MbPT, Mumbai in all types of rocks, weathered to hard rock including Concrete Lumps etc. by any suitable method, including removal and transportation of the dredged materials and dumping the same in the designated off	CuM	2,22,000.00		



	shore dumping areas. The unit rate shall include mobilization and demobilization of all plants and equipments required for the work, operation and maintenance of all plant, equipment and crafts, manpower and labour charges, cost of material, fuel and taxes (except applicable GST), insurance etc. all complete as directed by the Engineer-in- charge.				
					Total
					Applicable GST(%)
					Total Amount including Tax



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 land, 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 will appoint an Independent External Monitor (IEM), who will 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, will 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 will during the tender process treat all Bidder(s) with equity and reason. The Principal/Buyer will in particular, before and during the tender process, provide to all Bidder(s) the same information and will 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 will exclude from the process all known prejudiced persons.
 - d) The Principal/Buyer undertakes to scrupulously follow the tender 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 if there be a substantive suspicion in this regard, the Principal/Buyer will 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.



e) The Bidder(s)/Contractor(s) will 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.

f) The Bidder(s)/Contractor(s) will 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.

g) The Bidder(s)/Contractor(s) will not commit any offence under the relevant Anti Corruption Laws of India; further the Bidder(s)/Contractor(s) will 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.

h) 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.

i) The Bidder(s)/Contractor(s) will 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.

j) 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 tender 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.

k) The Bidder commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

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

Section 4 – Sanctions for Violation:

- (1) Any breach of the aforesaid provisions by the Bidder or any one employed by him or acting on his behalf (whether with or without the knowledge of the Bidder) or the commission of any offence by the Bidder or any one employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act 1988 or any other Act enacted for the prevention of corruption shall entitle the Principal/Buyer to take all or any one of the following actions, wherever required –
 - a) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the Bidder. However, the proceedings with the other Bidder (s) would continue.
 - b) The Earnest Money Deposit/Security Deposit/Performance Bond shall stand forfeited either fully or partially, as decided by the Principal/Buyer, and the Principal/Buyer shall not be required to assign any reason there for.
 - 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 dependent 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 **₹1,00,00,000/- (Rupees One Crore Only)** in favour of the Principal/Buyer in Indian Rupees/Foreign Currency.
 1. Guarantee will 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 will 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 will 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 Sector 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 will enter into agreements with identical conditions as this one with all bidders, contractors and subcontractors.
- (3) The Principal/Buyer will 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 will 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 will 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 will 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 will 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 will 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/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) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

Section 12 – Fall Clause:

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

For & on behalf of
MAZAGON DOCK SHIPBUILDERS
LIMITED

For & on behalf of Bidder/Contractor



Office Seal	Office Seal
Place _____	Place _____
Date _____	Date _____
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 will 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:

2.1.1. 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.

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

2.1.3. 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 will provide for payment of the commission /remuneration, if any payable to the agents/representatives in Indi 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 will 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.
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**Annexure-B****GUIDELINES ON BANNING OF BUSINESS DEALINGS****CONTENTS**

Sr.	Description
1.	Introduction
2.	Scope
3.	Definitions
4.	Initiation of Banning / Suspension
5.	Suspension of Business Dealings
6.	Ground on which Banning of Business Dealing can be initiated
7.	Banning of Business Dealings
8.	Removal from List of Approved Agencies-Suppliers/ Contractors etc.
9.	Procedure for issuing Show-cause Notice 6
10.	Appeal against the Decision of the Competent Authority 7
11.	Review of the Decision by the Competent Authority 7
12.	Circulation of the names of Agencies with whom Business Dealings have been banned



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 has 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:

- i) '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'.
- ii) '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;
- iii) '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.
- iv) '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.
- v) '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 will 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:

- i) 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.



- ii) To recommend for issue of show-cause notice to the Agency by the concerned department.
- iii) To examine the reply to show-cause notice and call the Agency for personal hearing, if required.
- iv) 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. Show-cause Notice

- 9.1. In case where the Competent Authority decides that action against an Agency is called for, a show-cause notice has to be issued to the Agency. Statement containing the imputation of misconduct or mis-behaviour may be appended to the show-cause notice and the Agency should be asked to submit within 15 days a written statement in its defence.
- 9.2. If the Agency requests for inspection of any relevant document in possession of MDL, necessary facility for inspection of documents may be provided.
- 9.3. The Competent Authority may consider and pass an appropriate speaking order:
 - a) For exonerating the Agency if the charges are not established;
 - b) For removing the Agency from the list of approved Suppliers / Contractors, etc.
 - c) For banning the business dealing with the Agency.
- 9.4. If it decides to ban business dealings, the period for which the ban would be operative may be mentioned. The order may also mention that the ban would extend to the interconnected Agencies of the Agency.

10. Appeal against the Decision of the Competent Authority



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

11. Review of the Decision by the Competent Authority

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

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

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



Enclosure-12

PROFORMA FOR INTEGRITY PACT BANK GUARANTEE (IPBG)

(ILLUSTRATIVE FORMAT)

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

IN CONSIDERATION OF MAZAGON DOCK SHIPBUILDERS LIMITED, a company incorporated under the Companies Act 1956 and having its registered office at Dockyard Road, Mumbai 400010 (hereinafter referred to as the "the 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 entered into an Integrity Pact No.....dated(hereinafter called "the Pact") with Messers a partnership firm/sole proprietor business/a company registered under the Companies Act, 1956 (strike out whichever is not applicable) having its office at(hereinafter called " the Bidder" 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 the Bidder's participation 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. and the Bidder having agreed that the Bidder shall furnish a security for the performance of the Bidder's obligation under the Pact and/or discharge of the Bidder's liability in connection with the tender and the Company having agreed with the Bidder to accept a Bank Guarantee as said security, 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 nonfulfilment or for any breach on the part of the Bidder of any of the terms and conditions of the Pact and / or tender.

2. We, Bank further agree that the Company shall be sole judge whether the Bidder has failed to perform or fulfil the Pact and/or the tender in terms thereof or committed breach of any terms and conditions of the Pact and/or the tender 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 Bidder 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 Pact and/or the tender or to extend time of performance by the Bidder from time to time or to postpone for any time to time any of the powers exercisable by the Company against the Bidder and to forbear to enforce any of the terms and conditions relating to the Pact and/or the tender and we shall not be relieved from our liability by reason of any such variation or extension being granted to the Bidder or for any forbearance, act or



omission on the part of the Company or any indulgence by the Company to the bidder or by any such matter or things whatsoever which under the law relating to sureties would have the effect of relieving us.

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

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

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-13

FORMAT FOR CONTRACT AGREEMENT

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

BETWEEN

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

AND

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

WHEREAS the Employer/Owner/Client has invited tender / bid for the execution of **“Capital Dredging for creating a New Navigational Channel from MDL water front to Offshore Container Terminal (OCT) Berth of MbPT”** vide e-Tender No. 19000000021 dated _____ and has accepted a Tender by the Contractor in accordance with the works in accordance with the Tender Enquiry Form, Drawings, Technical Specifications, Special Conditions of Contract, Standard Terms & Conditions and General Terms & Conditions (hereinafter referred to as "the contract documents"), in the sum of _____(hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

AND WHEREAS

EMPLOYER/OWNER/CLIENT accepted the Bid of CONTRACTOR for the provision and the execution of WORK at the CONTRACT PRICE as indicated in CONTRACT upon the



terms and subject to the conditions of Contract. Now this CONTRACT AGREEMENT witnesseth and it is hereby agreed and declared as follows:

3. In consideration of the payment to be made to CONTRACTOR for WORK to be executed by him, CONTRACTOR hereby Covenants with EMPLOYER/OWNER/CLIENT that CONTRACTOR shall and will duly provide, execute and complete Work and things in CONTRACT, mentioned or described or which are to be implied there from or may be reasonably necessary for completion of Work and at the times and in the manner and subject to the terms and conditions or stipulations mentioned in CONTRACT.

4. In consideration of the due provision, execution and completion of WORK by the CONTRACTOR in accordance with the terms of the CONTRACT, the EMPLOYER/OWNER/CLIENT does hereby agree with CONTRACTOR that EMPLOYER/OWNER/CLIENT will pay to Contractor the respective amounts for the work actually done by him and approved by EMPLOYER/OWNER/CLIENT as per Payment Terms accepted in CONTRACT and payable to CONTRACTOR under provision of Contract at such time and at such manner as provided for in the CONTRACT.

AND

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

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

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

Signed and Delivered for and on behalf
of CONTRACTOR

Date:

Date:

Place:

Place:

Designation:

Designation:

In presence of Witness

In presence of Witness



Enclosure-14

CONDITIONS OF CONTRACT

Conditions of Contract comprises of the following:

Part 1 General Conditions of Contract

Part 2 Particular Conditions of Contract consists of:

- (a) Amendments to the General Conditions of Contract
- (b) Additional Clauses to the General Conditions of Contract

Part 1 and Part 2 above shall be read in conjunction with each other as detailed in Part 1 General Conditions of Contract.

Part-1

GENERAL CONDITIONS OF CONTRACT

The Conditions of Contract comprise the “General Conditions”, which form part of the “Form of Contract For Dredging AND RECLAMATION WORKS, First Edition 2006”, published by Federation Internationale Des Ingenieurs-Conseils (FIDIC), and the following “Particular Conditions”, which include amendments and additions to the General Conditions. Whenever there is a conflict between the General and Particular Conditions, the provisions contained in the Particular Conditions shall prevail over those in the General Conditions of Contract.

FIDIC website is <http://www.fidic.org/bookshop/>

Hard copies on payment can be obtained from:

Address (A): FIDIC, World Trade Center II – Geneva Airport, P.O. Box 311, CH-1215, Geneva 15, Switzerland

Address (B): CEAI Bhawan, Nelson Mandela Marg, Masudpur Village3, Sector B, Vasant Kunj, New Delhi – 110 070.

Part 2

PARTICULAR CONDITIONS OF CONTRACT

- (a) **Amendments to the General Conditions of Contract**

Sub-Clause 1.1 Definitions

1.1.4 The Employer is M/s Mazagon Dock Shipbuilders Limited, a Company incorporated under the Companies Act 1956 and having its registered office at Dockyard Road, Mumbai 400010 acting through its Chairman & Managing Director, Director(Corporate Planning & Personnel), HOD(Technical Services) or any other Executive so nominated by MDL.

1.1.6 The Engineer shall be the Engineer-in-charge (EIC) as nominated by the Employer through HOD (Technical Services).

1.1.13 Replace “DAB” by “DRM(Dispute Resolution Mechanism)”

Sub-Clause 1.4 Law

Delete the text “The law.....in the Appendix” and substitute with the following:

All contracts shall be deemed to have been wholly made in Mumbai and all claims there under are payable in Mumbai City and it is the distinct condition of the order that no suit or action for the purpose of enforcing any claim in respect of the order shall be instituted in any Court other than that situated in Mumbai City, Maharashtra State,



India i.e. courts in Mumbai shall alone have jurisdiction to decide upon any dispute arising out of or in respect of the contract.

Sub-Clause 2.2 Permits and Licences

Replace the word “Engineer” at the end of the para with “Employer/Engineer”

Sub-Clause 4.4 Performance Security

The entire text of existing Sub- Clause shall be substituted by the following:

Within 21 days from the date of issue of Letter of Acceptance (LOA) **or date of issue of Notice for Commencement of work, whichever is later**, the Contractor shall submit Performance Security in the form of a Bank Guarantee as per MDL format for 10% of the contract value (excluding taxes) valid till 90 days beyond the date of actual completion of entire work.

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.

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.

The Performance Bank Guarantee will be returned only after expiry of the 30 Days of MDL taking over the whole of the Works.

Sub-Clause 5 Design by Contractor

This clause including sub-clauses is deleted.

Sub-Clause 7.2 Programme

Delete the words “and in the form” in 2nd line of the para and add the following paragraphs at the end of the existing Sub-Clause as follows:

The Programme shall be in the form of a detailed, logic linked, PERT bar chart, showing the various activities involved in the execution of the Works, their interdependency, principal quantities and time required for completion.

The submission of the Contractor’s programme shall not relieve the Contractor of any of his duties or responsibilities under the Contract, and the Contractor shall be solely responsible for the methods employed in carrying out the Works.

Sub-Clause 6.1 Defined Risks

The sub-clause m) is deleted. All climatic conditions are the Contractor’s risk.

Sub-Clause 8.1 Completion

Add the following paragraph at the end of the existing Sub-Clause as follows:
The completion of the Works will entail working in the monsoon period(s). The Contractor must take this into account in his rates and his Programme.

Sub-Clause 9.1 Remedying Defects



The sub-clause is deleted.

Sub-Clause 9.3 Uncovering and Testing

The sub-clause is deleted.

Sub-Clause 11.1 Valuation of the Works

Add the following paragraph at the end of the existing Sub-Clause as follows:

The Contract Price will be subjected to adjustment on account of variation of prices of Material, Labour & Fuel as per the Escalation clause in the tender.

Sub-Clause 11.2 Advance Payment

The sub-clause is deleted.

Sub-Clause 11.4 Interim Payments

Add the following para at the end.

The payment will be made through RTGS/NEFT/ECS. The payment for interim bills shall be based on difference between intermittent/progress survey levels with the pre dredging survey. Survey costs associated for preparation of interim bills shall be borne by the Contractor. Payment up to a maximum of 60% of the quantity claimed, subject to corrections, shall only be paid against the Monthly Interim Bills.

Sub-Clause 11.6 Payment of Retention – Other Works

The sub-clause is deleted.

Sub-Clause 11.7 Final Payment

Add the following para at the end.

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.

The payment against the Final Bill shall be made based on the pre & post dredging sounding charts after making necessary adjustments of the quantities certified in the Monthly Interim Bills.

Sub-Clause 11.9 Delayed Payment

The sub-clause is deleted.

Sub-Clause 14.1 Arrangements

The entire text of existing Sub- Clause shall be substituted by the following:

"The Contractor shall, prior to commencing the Works, obtain a marine insurance policy for the full value of the contract which shall cover general losses of all vessels & equipments of the Contractor, Employer's property/personnel and third party liability for losses caused by the vessels (property losses as well as death or injury) as stated in



the Appendix. The policies shall be issued by insurers and in terms approved by the Employer. The insurance policy shall be valid till "Taking Over of the Works" by the Employer. The Contractor shall, prior to the Commencement date, provide the Employer with evidence that the required marine insurance policy is in force and that premiums have been paid."

Sub-Clause 14.2 Failure to Insure

The sub-clause is deleted.

Sub-Clause 15.1 Adjudication

The sub-clause is deleted. Following sub-clause is added:

DISPUTE RESOLUTION MECHANISM (DRM)

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

Sub-Clause 15.2 Notice of Dissatisfaction

The sub-clause is deleted.

Sub-Clause 15.3 Arbitration

Replace the text under the sub-clause with following:

Unresolved disputes/differences, if any, shall then be settled by arbitration. The Arbitration proceedings shall be conducted at Mumbai, India, in English Language, under the Arbitration & Conciliation Act, 1996.

MDL prefers to have arbitration through Institutes such as Indian Council of Arbitration (ICA)/ICA-DR, with the mutual consent of the parties.

In case of unresolved difference/dispute between the Purchaser and Supplier, being Central Public Sector Enterprises/Central Govt. departments, the disputes shall be resolved firstly through mutual discussion or through the empowered agencies of the Govt. or through arbitration by reference by either party to the department of Public Enterprises, as per extant guidelines. If disputes/differences remain



unresolved/unexecuted, the same shall be referred first to the Cabinet Secretariat and then, if necessary to the PMO.

Part 2

PARTICULAR CONDITIONS OF CONTRACT

(b) ADDITIONAL CLAUSES TO THE GENERAL CONDITIONS OF CONTRACT

1 GENERAL PROVISIONS

1.7. Employer's Right to accept any bid, Part of bid and to reject any or all bids

The Employer reserves the right to accept and or reject any or all tenders and or to withdraw the tender in toto and or award the contract / order in full or part to more than one party without assigning any reason whatsoever and without thereby incurring any liability to the affected Bidder or Bidders or any obligations to inform the affected Bidder or Bidders of the grounds for MDL action.

1.8. Acceptance of order/contract

- ii) With the acceptance of the successful bidder's offer by the Employer, which is as per the Terms & Conditions of the tender, by means of Order/Contract, the tender is concluded. The Supplier / bidder/ Contractor shall, on receipt of the order / Contract, communicate their unconditional acceptance to the Employer in the prescribed format immediately within 10 days.
- iii) If nothing to the contrary is heard by Employer within 10 days from the date of placement of order, it will be understood that the order has been accepted by the Contractor/Supplier / bidder.
- iv) Any delay in acknowledging the receipt & acceptance of the Order/Contract from the specified time limit or any qualification or modification of the order/Contract in its acknowledgement acceptance by the Supplier / bidder / Contractor shall be termed as breach and would be liable for forfeiture of EMD, Security deposits etc.

1.9. Contractor to Conform to Statutes Etc.

The contractor shall conform in all respects to the provisions of any Central and/or State Government Acts and the Regulations and/or Bye-laws of any local or other statutory authority which may be applicable to the works or to any temporary works or services used and with such rules of public bodies and companies as aforesaid and shall keep the Employer indemnified against all penalties and liability of every kind for breach of any such Act, Regulation or Bye-law.

1.10. Secrecy and Access to Employer's Premises

- i) The Contractor shall take all steps necessary to ensure that all persons employed on any work in connection with the Contract have noted that the Indian Official Secrets Act 1923 (XIX of 1923) applies to them and shall continue to apply even after completion of the Works under the Contract.
- ii) Passes for Contractor's personnel and labour to work at the Employers premises and at the Site, will be issued by the Employer's Security Department after clearance by the Employer's Personnel Department and local police authorities. All Security and Safety Regulations of the Employer shall be strictly complied with.

**1.11. Police Verification of Employees**

Contractor / Supplier / bidder shall have to produce and submit to the Chief Security Executive of Employer, verification through Mumbai Police of Character and Antecedents of their employees / workers for while working in Purchaser's/Employer's Yards. Entry passes will not be issued in the absence of Police Verification Report and employees without Police Verification shall not be employed by them in Employer's /Employer's Yard and any lapse on the part of Contractor / Supplier / bidder shall will be viewed seriously as per applicable laws of the land. Employment of any Foreign National during the contract period would be permitted with prior permission of Employer.

1.12. Compliance with Laws.

The Contractor shall comply fully with all Central and State Government Laws and ordinance dealing with the employment of persons including (but not by way of limitation), Interstate migrant workmen act(Regulation of employment and condition of service) act 1979, the employment of children act 1938, the Workmen's Compensation Act 1923,the Factories Act 1948, The Minimum Wages Act 1948, the Contract Labour (Regulation &Abolition) Act, 1970, the Apprentices Act 1970, the Apprentices Act 1961, Employees' Provident Funds and Miscellaneous Provisions Act, 1952, Employees' State Insurance Act and any statutory amendment or re-enactment thereof for the time being in force.

1.13. Safety

The Bidder / Contractor must observe all safety precautions in connection with the work to be performed by him, his agents or labourers. In the event of any accident happening in our yard resulting in loss of lives or otherwise damaging any part of the property, the contractor shall be required to make good the loss to the Company and shall be responsible for all consequences that follow from the loss and / or injuries to the persons involved in such accidents. The standard of safety to be observed in the Company shall be decided by the Executive-in-Charge Safety, or any Executive appointed for the purpose before the commencement of work in the yard. It will be essential for contractor to ascertain the standard precautions which contractor is required to observe in discharging his work as per the standards prevalent in MDL. The decision of MDL in matters concerning Safety shall be final and binding on the contractor. The Bidder / Contractor subcontractor shall be required to provide his workmen with Boiler Suits of any suitable colour other than blue or white, with the Name of the Contractor in prominent letters on the boiler suits along with personal protection gears like safety shoes, hand gloves etc. workmen of the Contractor must wear throughout their working while in the premises of MDL. Contractor's workmen working without safety gears are likely to be disallowed for work.

1.14. Patent rights and royalties

The contractor shall save harmless and indemnify the Employer from and against all claims and proceedings for or on account of infringement of any patent rights design trade mark or name or other protected rights in respect of any constructional plant or machine work or temporary works or any of them and form any against all claims demands proceedings damages costs charges and expenses whatsoever in respect thereof or in relation thereto. Except where otherwise specified, the contractor shall pay all tonnage and other royalties rent and other payments or compensation (if any) for getting stone sand gravel clay or other materials required for the works or temporary works or any of them.

1.15. Employer's Property



All property (such as materials, drawings, documents etc) issued by the Employer or any other individual or firm on behalf of the Employer in connection with the contract shall remain confidential, being the property of the Employer and the Bidder / Contractor shall undertake to return all such property so issued and will be responsible for any or all loss thereof and damage thereto resulting from whatever causes and shall reimburse the Employer the full amount of loss and damage.

1.16. Banned or delisted Contractors / Firms / Suppliers / Suppliers

The bidder 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 bidder'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 and it may not necessarily be a cause for disqualifying him.

2 The Employer

2.5 Accident or injury to Workmen.

The employer shall not be liable for or in respect of any damages or compensation payable at law in respect or in consequence of any accident or injury to any workman or other person in the employment of the contractor or any subcontractor save and except an accident or injury resulting from any act or default of the employer his agents or servants and the contractor shall indemnify and keep indemnified the employer against all such damages and compensation (save and except as aforesaid) and against all claims demands proceedings costs charges and expenses whatsoever in respect thereof or in relation thereto.

2.6 Insurance against Accident, etc. to Workmen.

The contractor shall insure against such liability and shall continue such insurance during the whole of the time that any persons are employed by him on the works. Provided always that in respect of any persons employed by any subcontractor, the contractor's obligation to insure as aforesaid under this sub-clause shall be satisfied if the sub-contractor shall have insured against the liability in respect of such persons in such manner that the employer is indemnified under the policy.

4 THE CONTRACTOR

4.5 The Site is a Protected Place

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

4.6 Documents Relating to the Works

The Contractor shall not disclose to third parties, any details of the Works in the form of drawings, photographs, documents or correspondence of any kind, on which he is engaged without prior approval of the Employer.

4.7 Publicity

The Contractor shall not permit or allow any information regarding the Works herein embraced to be published in any scientific or engineering journal, newspaper, periodical, trade or other publication or broadcast on television and radio or by any other medium such as the internet without prior approval of the Employer.

**10 Variations and Claims****10.7 Access to the Contractors Books**

Whenever, it is considered necessary by the Engineer / Employer to ascertain the actual cost of execution of any particular item of work, he shall direct the Contractor to produce the relevant documents such as pay roll records of personnel, invoices of materials and any or all data relevant to the item as necessary, to determine its cost, etc. The Contractor shall when so required, furnish all information pertaining to the aforesaid items, in the mode and manner specified by the Engineer.

11 Contract Price and Payment**11.10 Post Payment Audit**

The Employer reserves the right until the Final Payment to carry out a post-payment audit and technical examination of the final Contract Price including all supporting data.

If, as a result of such audit and technical examination, any overpayment is discovered in respect to any work done by the Contractor or alleged to have been done by him under the Contract, it shall be recovered by the Employer from the Contractor under the Contract. If any underpayment is discovered the amount shall be duly paid to the Contractor by the Employer.

11.11 No Responsibility Upon the Engineer for Payment

Nothing in this Contract or arising out of the relationship between the Employer and the Engineer shall place any responsibility upon the Engineer for any payment to the Contractor for in respect of the Works.

Insert the following new clauses:**16 Notices**

- i) Any notice to be given to the Contractor under the terms of the Contract shall be served by sending the same by registered post to or leaving the same at the Contractor's principal place of business (or at its registered office in the event of the Contractor being a Company)
- ii) Any notice to be given to the Employer under the terms of the Contract shall be served by sending the same by registered post to or leaving the same at the Employer's principal place of business (or at its registered office in the event of the Employer being a Company)

17 Duties and Taxes**17.1 Foreign Taxation**

The prices bid by the Contractor shall include for all taxes, duties and other charges imposed outside India on the production, manufacture, sale and transport of the Contractors plant and equipment, materials and other supplies (both permanent, temporary or consumable) to be used on or furnished under the Contract and on the services to be performed under the Contract.

17.2 Local Taxation

The prices tendered by the Contractor shall include for all customs duties, import duties, and other taxes that may be levied according to the laws and regulations in force in India and/or Maharashtra State on all Contractors Equipment, materials and other supplies (both permanent, temporary or consumable) acquired for the purpose of the Contract and on the services performed under the Contract. Taxes shall be deducted wherever applicable from the bills of the



Contractor/Bidder as per statutes. The variance in statutory levies etc. are not allowed unless the Break-up in respect of taxes, duties, levies etc. is clearly and separately furnished in the bid.

Nothing in the Contract shall relieve the Contractor from any responsibility to pay business taxes, income taxes or any other tax whatsoever that may be levied in India and/ or Maharashtra State on profits made by the Contractor in respect of the Contract.

Tax at Source (TDS) shall be deducted from the payments made to the Contractor towards Income tax and Goods & Services Tax (GST), as applicable. Certificate in respect of Income-tax on payments (Indian Rupees and foreign currencies) from Indian IT authority and provide the same to the Employer before payment. Delay in producing 'Tax Determination Certificate' by the Contractor will not be considered as delay in payment by the Employer.

17.3 Income Taxes on Staff and Labour

The Contractor's staff, personnel and labour will be liable to pay personal income taxes in India in respect of such part of their salaries and wages as are chargeable under the laws and regulations for the time being in force and the Contractor shall perform such duties in regard to such deductions thereof as may be imposed on him by such laws and regulations.

17.4 Liability of Government Of India

It is expressly understood and agreed by and between the Contractor and the Employer that the Employer is entering into this Agreement solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood and agreed that the Government of India is not a party to this Agreement and has no liabilities, obligations or rights hereunder. It is expressly understood and agreed that the Employer is an independent legal entity with power and authority to enter into Contract solely in its own behalf under the applicable laws of India and general principles of Contract Law. The Contractor expressly agrees, acknowledges and understands that the Employer is not an agent, representative or delegate of Government of India. It is further understood and agreed that the Government of India is not and shall not be liable for any note, omissions, commissions, breaches or other wrongs arising out of the Contract. Accordingly, Contractor hereby expressly waives, releases and foregoes any and all action or claims, including cross claims, impleader claims or counter claims against the Government of India arising out of this Contract and covenants not to sue the Government of India as to any manner, claims, cause of actions or things whatsoever arising of or under this Agreement.

17.5 Immunity of Govt. of India (Applicable only for Contracts with USA / other foreign companies):

It is expressly understood and agreed by and between M/s. (Bidder / Tenderer) and Mazagon Dock Shipbuilders Limited, Dockyard Road, Mumbai - 400 010 (MDL) is entering into this Agreement solely on its own behalf and not on the behalf of any person or entity. In particular, it is expressly understood and agreed that the Government of India is not a party to this Agreement and has no liabilities, obligations or rights hereunder. It is expressly understood and agreed that MDL is an independent legal entity with power and authority to enter into contracts solely in its own behalf under the applicable Laws of India and general principles of Contract Law. The (Bidder / Tenderer) expressly agrees, acknowledges and understands that MDL is not an agent, representative or delegate of the Government of India. It is further understood and agreed that the



Government of India is not and shall not be liable for any acts, omissions and commissions, breaches or other wrongs arising out of the contract. Accordingly, (Bidder / Tenderer) hereby expressly waives, releases and foregoes any and all actions or claims, including cross claims, impleader claims or counter claims against the Government of India arising out of this contract and covenants not to sue Government or India in any manner, claim, cause of action or thing whatsoever arising of or under this Agreement.

17.6 **Jurisdiction of Courts:**

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

17.7 **PREFERENCETIAL PURCHASE FROM MSE- MANUFACTURERS & START-UPS:**

i) MDL has right to place order on MSE-Manufacturers meeting following criteria:

In tenders, if participating MSEs quoted prices are within price band of L1+15%, such MSEs shall also be allowed to supply a portion up to 20% of requirement by bringing down their prices to L1 price where L1 is non MSEs. If more than 1 MSEs fall under such criteria then this 20% shall be distributed proportionally. This preference shall not be applicable where MSE firm is L1 firm. % out of 20 percent target of annual procurement from Micro and Small Enterprises, a sub-target of 20 percent (i.e 4 percent out of 20 percent) shall be earmarked for procurement from Micro and Small Enterprises owned by the Scheduled Caste or the Scheduled Tribe Entrepreneurs. In respect of items reserved for MSE-Manufacturers, extant guidelines shall be followed. Presently Circular No. S.O. 581(E) dated 23.03.2012 is applicable. MSEs involved in trading activity are not eligible to avail benefits of PPP for MSEs.

ii) **MDL has right to place order on Start-ups meeting following criteria:**

20% of the of the tendered quantity can be ordered on techno-commercially qualified Start-ups in case emerged L1 bidder is other than Start-up and Start-up firm agrees to match L1 prices. In case if Start-up firm emerges as L1, an initial order for 20% shall be released to monitor performance & subsequently upon successful execution order for balance 80% quantity shall be placed. Presently Circular No. 113 dated 18/02/2016/G.S.R180 (E) is applicable.

**Enclosure-15****APPENDIX TO TENDER**

[Note: with the exception of the items for which the Employer's requirements have been inserted, the following information must be completed before the Tender is submitted]

Item	Sub-Clause of General Conditions of Contract (GCC)	Entry
Documents forming the Contract listed in the order of priority	1.1.1 & 1.3	a) This Contract Agreement; b) Letter of Acceptance / Purchase Order; c) Tender Enquiry Form including Corrigenda issued; d) Technical Requirements (including Schedule of Requirements and Technical Specifications, drawings); e) General Conditions of Contract; f) General Requirements; g) Replies issued to the Pre-bid queries to the tender, if any.
Name and address of Engineer	1.1.6	Engineer-in-charge (EIC) as nominated by the Employer through HOD (Technical Services).
Time for Completion for the Works	1.1.10	06 (SIX) MONTHS , excluding mobilization period of 30 Days from the date of issue of Letter of Acceptance (LOA) or date of issue of Notice for Commencement of work, whichever is later. The Completion Period shall however be inclusive of intervening Monsoon Period, if any.
Law of the Contract	1.4	The Law of India, Jurisdiction - Mumbai
Language	1.5	English
Methods of Communication	1.5	By hand, by fax, by email, by post, by courier.
Addresses for Communication	1.5	Employer: HOD(Technical Services) Mazagon Dock Shipbuilders Limited 1 st Floor, Admin Building, Alcock Yard, Dockyard Road, Mumbai – 400010 India Bidder: _____ _____ _____



		Engineer: Engineer-in-charge (EIC) as nominated by the Employer
Notice, fees and other charges to be given or paid by the Employer	1.6	All statutory fees related to obtaining Environmental Clearance or any other statutory/local bodies approvals to be obtained by the successful bidder/Contractor.
Provision of Site	2.1	Within a period of 30 Days from the date of issue of LOA or date of issue of Notice for Commencement of work, whichever is later.
Permits, licences and approvals to be obtained and paid by the Employer	2.2	As stated at 1.6 above.
Employers' authorised person	2.4	As stated at 1.1.6 above.
Limits on Engineer's authority	3.1 & 10.1	The Engineer-in-charge (EIC) is required to obtain specific written approval of the Competent Authority of the Employer in the following cases: i) Clause 7.3: determination of extensions of time pursuant to this clause and any entitlement to additional costs incurred. ii) Clause 10.1: issuing Variation Orders iii) Clause 10.2: Valuation of variations
Performance security	4.4	10% of the Contract Amount, excluding taxes to be submitted within 21 days after placement of the LOA or Notice for Commencement of Work, whichever is later.
Requirements for Contractor's design (if any)	5.1	This clause is deleted
Adverse climatic conditions	6.1(m)	Sub-clause m) is deleted. All climatic conditions are the Contractor's risk.
Programme Time for submission	7.2	14 Days from the date of Letter of Acceptance (LOA) or date of issue of Notice for Commencement of work, whichever is later.
Form of programme	7.2	This clause is deleted
Amount payable due to failure to complete the Works	7.4	0.1% per day subject to a maximum of 10% of the Contract value excluding taxes
Period of notifying defects	9.2 & 11.5	Not applicable
Extent of dredging works	9.2 & 11.5	As stated in the tender document.
Variation procedure	10.2	Sub-clause e) is deleted
Valuation of the Works	11.1	As per the agreed rates against the



		Bill of Quantities to be indicated/quoted by the bidder in the Price Bid.
Advance Payment	11.2	This clause is deleted
Percentage of value of Materials and Plant	11.3(b)	Not applicable
Percentage of retention	11.4	10% of the value of work done (excluding secured advance, escalation etc.) from each Interim Bill subject to a maximum of 5% of contract value.
Currency of payment	11.8	INR (Indian Rupee)
Financing charges	11.9	This clause is deleted.
Limits of Contractor's liability	13.3	Damage to the Works - Full value of the Contract. Damage to Employer's property other than the works - ₹150 Cr. Death or injury to Employer's personnel - ₹5Cr per occurrence. Indemnity to Employer in respect of Third Party claims for damage to property or for death or injury - No Limit.
Insurance	14.1	As stated under 13.3 above.
Adjudication	15.1	This clause is deleted.

Initials of signatory of Tender