



माझगांव डॉक शिपबिल्डर्स लिमिटेड

(भारत सरकार का उपक्रम)

राष्ट्र के पोत निर्माता

डॉकयार्ड रोड, माझगांव

मुंबई - ४०००१० (भारत)

MAZAGON DOCK SHIPBUILDERS LIMITED

(A Government of India Undertaking)

Shipbuilders to the Nation

Dockyard Road, Mazagon,

Mumbai 400 010 (INDIA)

CIN: U35100MH1934GOI002079

ई-निविदा फॉर्म दो हिस्सों में

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

मंडल: समावय

DIVISION: CORPORATE

विभाग: तकनीकी सेवाएँ

DEPARTMENT: TECHNICAL SERVICES

निविदा क्रमांक : १९००००००१५

TENDER NO: 1900000015

निविदा जारी दिनांक: १७ मार्च २०१७

TENDER DATE: 17 March 2017

निविदा देय दिनांक एवं समय : २४ अप्रिल २०१७ , दोपहर २.३०

CLOSING DATE & TIME: 24 April 2017, 1430Hrs

भाग १ - तकनीकी एवं वाणिज्यिक हिस्सा खोलने (ऑनलाइन) कि तिथि एवं समय: २५ अप्रिल २०१७

दोपहर २.३० बजे से

Online Opening of Part-I (Techno-commercial Bid): 25 April 2017, 1430Hrs 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> के द्वारा आमंत्रित करते हैं।

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

1. कार्य का वर्णन / DESCRIPTION OF WORK:

1.1. माझगांव डॉक शिपबिल्डर्स लिमिटेड के मुंबई स्थित कार्यालयों, कार्यशालाओं, भंडार, खुले क्षेत्रों एवं आवासिय क्वार्टर के लिये एकीकृत सुविधा प्रबंधन सेवाएँ प्रदान हेतु।

Providing Integrated Facility Management Services for offices, workshops, stores, open areas, residential quarters of Mazagon Dock Shipbuilders Limited in Mumbai.

2. निविदाकर्ताओं के लिए सामान्य निर्देश / GENERAL INSTRUCTIONS TO BIDDERS:

2.1. The scope and details mentioned herein are tentative and approximate. Bidders are advised to visit the site and acquaint themselves with all relevant facility requirements prior to bidding. It shall be the bidder's responsibility to take any relevant measurements and assumptions and request any clarification on technical scope within the tender due dates. No correspondence or pretexts shall be entertained in this matter in future.

2.2. The qualifications and relevant documentation of all staff employed under this contract may be sought by MDL office at any time. A copy of all relevant documents for the same shall be maintained at the premises.

2.3. The Service Provider shall be responsible for payment of any compensation / settlement of any liability arising out of any death or injury caused to the person employed by him for rendering the jobs under the contract, either under the Workmen Compensation Act or any act in force at that time.

2.4. The Service Provider shall be responsible for all injury to persons or damage to the structural and/or decorative part of property which may arise from the operation or neglect of himself or any sub Service Provider or any of his or sub-Service Provider's employees, whether such injury or damage arise from carelessness, accident or any other cause whatever in any way connected with execution of this contract. The Service Provider shall indemnify MDL and hold MDL harmless in respect of all and any expenses arising from any such injury or damage to person or property as aforesaid and also in respect of any claim made in respect of injury or damage under any act of government or otherwise and also in respect of any award of compensation or damage consequent upon such claim.

2.5. MDL shall be at liberty and is hereby empowered to deduct the amount of any damage, compensation, costs, charges and expenses arising or occurring from in respect of any such claim or damage from any sum or sums due or to become due to the Service Provider.



2.6. If at any time during the period of the contract, it is observed by MDL or by its authorized representative/s that the service rendered by the Service Provider's personnel are not to the satisfaction of the Owner or any terms of the contract violated, MDL reserves the right to terminate the contract with immediate effect.

2.7. It shall be the responsibility of the Service Provider to ensure that no unlawful act is done by his person(s) while on duty. In case of loss of the Owner's property due to negligence, carelessness or for any other reason attributable to the person(s) deployed by the successful Service Provider, he will be responsible and shall make good the same.

2.8. The Service Provider shall be solely responsible for setting / resolving any dispute /claim of his/ her personnel during the pendency of the Contract and no liability shall accrue to MDL under any circumstances even after expiry of the contract.

2.9. Service Provider's personnel deployed for carrying out the contractual obligation, while on duty should wear tidy and proper uniform. The tender will provide at least two sets of uniform (pant & shirt or dress whichever applicable) to each of persons deployed by him for one year of the contract period and Service Provider will be responsible for maintenance of the uniforms. The person deployed is required to be always in uniform while they are on duty. There shall be DISTINGUISHING & DIFFERENT UNIFORMS for the different categories of the staff under this contract:

- 2.9.1. Housekeeping & Gardening.
- 2.9.2. Facility Coordinator

2.10. All personnel deployed at site should carry Identity badge and wear safety shoes.

2.11. The Service Provider shall provide at his cost, all necessary protective clothing and equipments to enable his/her/their personnel to carry out their work in complete safety, especially in job those are related to working at height.

2.12. The successful Service Provider shall keep daily record of inventory / materials and housekeeping of items / equipments and store. Successful Service Provider shall ensure that daily log report of all the jobs carried out and the performance /inspection report by the persons deployed for the purpose of this contract is maintained at office premises of MDL. This Daily log report should be checked and counter signed by the Service Provider on a monthly basis and produced before the officer- in-charge of MDL whenever asked to do so. A monthly report of all the jobs carried out during the month should accompany the monthly bill.

2.13. The stationery required for maintaining the job-records (inventory and log reports) will be provided by the Service Provider at no extra cost to MDL. At the end of the contract period, the original records are to be retained at MDL.

2.14. All expenses in preparation and submission of bids and visits to the site(s) or any place in connection with the preparation of Bid shall be borne by the Bidder. MDL, in no case shall be responsible or liable for these costs regardless of the outcome of the Bidding process.



2.15. The Contractor shall keep MDL indemnified from and against all personal and third party claims whatsoever arising out of any commission or omission by Contractor or his employees, or representatives as the case may be.

2.16. The Contractor shall give vacant possession of the facilities/premises made available to the Contractor by MDL and return all furniture, fixture, equipment and other items made available by MDL in good condition after the contractual period is over or if the contract is terminated earlier. Handing over of the vacant possession of the premises and equipment etc. shall be effected within 7 days of the completion of the period of contract or termination of the contract. If the Contractor fails to do so, MDL shall be free to take possession of the premises by opening lock(s), if necessary, and make out an inventory of all furniture material and equipment and shall be free to deduct from the Contractor's bill(s) or Security Deposit, any item found to be missing at the replacement cost of the material/equipment, furniture etc. given to the Contractor by MDL.

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

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

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

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

2.18.1 Bidder's Company Profile.

2.18.2 Valid Bidder's Shop & Establishment Registration Certificate/Certificate of Incorporation issued by Registrar of Companies, Ministry of Corporate Affairs, Govt. of India/SSI Certificate issued by District Industries Centre/Ministry of Micro, Small & Medium Enterprises (MSME), Govt. of India/Other equivalent certificate.

2.18.3 CA certified Average Audited Annual financial turnover during the last 3 years ending **31st March, 2016**, duly self attested and stamped with their company seal.

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

2.18.5 Audit Certified Balance Sheet and Profit & Loss A/c for the last 3 financial years ending up to 31 March 2016. **The average minimum turnover for the last 03 financial years should be at least ₹2,62,50,000/-**

3. कार्य का संक्षिप्त ब्योरा / BRIEF SCOPE OF WORK:

3.1. The Housekeeping and Garden Maintenance services are to be provided in the North, South, East & Alcock Yards and the Residential area at Dockyard Road premises of MDL.

3.2. The brief scope of works is as under:

3.2.1. Indoor Cleaning

3.2.1.1. **Office premises:** Cleaning/Housekeeping of offices, staircases, lobbies, passages, lifts, terrace, toilets, urinals and wash places in buildings located in the North Yard (NY), South Yard (SY), East Yard (EY), Alcock Yard (ALY).



- 3.2.1.2. **Workshops/Godowns/Stores:** Cleaning/Housekeeping of Workshops, Godowns/Stores, Shop's offices, toilets/urinals/wash places in Workshops as well as Units under Fabrication/Construction in various workshops located in the Yards.
- 3.2.2. **Outdoor Cleaning:** Cleaning/Housekeeping of Outdoor premises i.e., internal roads/pathways, paved areas etc., removal of debris generated by in-house activities within the Yards.
- 3.2.3. **General Toilet Blocks:** Cleaning/Housekeeping of all General Toilet Blocks located outdoor in the Yards.
- 3.2.4. **Canteens:** Cleaning/Housekeeping of Canteens located at North Yard and South Yard. Cleaning of ALY canteen has been excluded since it is under the scope of the existing canteen contractor.
- 3.2.5. **Residential premises:** Cleaning/Housekeeping of MDL Residential premises at Dockyard Road consists of Cleaning of roads, building surroundings, open areas etc. by Manual Cleaning, Dry mopping/Wet mopping of Lift lobbies, Walls in lobbies, staircases, corridors, SS polish of lift cabins, Collection of garbage from individual flats, Segregation & Disposal of garbage at MCGM pick up points, Cleaning of common toilets behind MDRC Club and Toilets in Currie House flats.
- 3.2.6. **Drainage cleaning:** Cleaning of drainages in MDL & Residential premises.
- 3.2.7. **Garden maintenance:** This scope would cover NY, SY, EY, ALY and Residential area. Creation of new Gardens, Maintenance of All Gardens, Maintenance of Potted plants. Contractor shall supply the gardening material viz. Red Earth, Bull Manure, various plants, Grass etc. as per the requirement of MDL, Removal of unwanted growth of plants, bushes, grass etc. from walls, surroundings of docks, open areas etc., Trimming of trees, Disposal of fallen trees, at Dockyard Road premises.

3.3. The detailed Standard Operating Procedures (SOPs) & Scope of Work (SOW) are attached at **ENCLOSURE - 1**.

3.4. The services shall be rendered as per the specifications stipulated in the tender and as directed by the Executive-in-charge of the concerned department(s) in MDL.

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.**

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

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

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

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

4.6. All correspondences and meetings during tendering process & execution shall be dealt with the authorized representative only.

4.7. The Tender Enquiry can be downloaded from MDL website www.mazdock.com or from the Central Public Procurement Portal <https://eprocure.gov.in>. However, bidders have to submit their bids only on MDL's eprocurement portal: <http://eprocuremdl.nic.in>.

4.8. **The details of MDL's Service Provider for E-Procurement Portal are as under:**

M/s. National Information Centre

Mob. No.: +91-88262 46593

E-mail: support-eproc@nic.in

Help Desk Number +91 120-4200462, +91 120-4001002 (24 x 7)

4.9. **Pre-requisites for up-loading the Techno-Commercial Bid**

4.9.1. Class III B Digital Signature Certificate (DSC) is a must for downloading the tender and uploading the techno commercial offer on MDL e-procurement portal <http://eprocuremdl.nic.in> for secured bidding.

4.9.2. By registering with our e-procurement portal for User ID and Password.

4.9.3. DSC can be obtained from our service provider M/s. National Information Centre or from any authorized agency like MTNL, TCS & SIFY, nCode Solutions etc.

4.9.4. Bidders should ensure Hardware & Software compatibility as well as Digital Signature available on front page of e-procure web site. Request for extension of due date shall not be entertained due to non-availability of these tools

4.9.5. Bidders should follow all the instructions enlisted on the front page of eprocure web page.

4.10. **To ensure availability of above prerequisite is bidder's responsibility**

4.10.1. It is mandatory to upload the complete techno-commercial offer along with the price bid through e-tendering on our e-procurement portal only.

4.10.2. Price bids shall strictly be quoted in prescribed price format/rate sheet as available and appearing on line on e-procurement so that it remains secured, encrypted and unreadable in the system.

4.10.3. In no circumstances the price bids shall be forwarded or uploaded in any other form.

4.10.4. Entire responsibility of the uploading the complete bid (Part-I & Part-II) shall be that of the bidder.

4.10.5. No request / complaint shall be entertained after the due date/time of the tender.



- 4.10.6. Non availability of any of the prerequisites or last minute calls seeking clarifications / projecting problems shall not entitle a bidder to seek request for extension of due date.
- 4.10.7. Any problem with regard to uploading of the tender shall be intimated to M/s National Information Centre at least 24 hours in advance to the tender closing time & date. However, it will not be considered as reason for extension of due date of the tender.
- 4.10.8. Request for extension, if at all to be made, shall be forwarded at least 3 working days in advance to the tender closing date / time with proper reasoning to undersigned by email/ fax. The request shall be put up to the competent authority for consideration on the merit of the case. MDL reserves all rights in this regard & decision of MDL shall be binding to the applicants.

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

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-7** 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.

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

- 5.7.1. Bidders shall furnish IPBG of **₹5,00,000/- (Rupees Five Lakh Only)**, in the form of Bank Guarantee as per enclosed format 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.
- 5.7.2. The Integrity Pact Bank Guarantee should be valid upto 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.



5.7.3. **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).**

5.7.4. 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.**

5.7.5. 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.

5.7.6. **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.**

6. पूर्व योग्यता मापदंड / PRE-QUALIFICATION CRITERIA:

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

Bidder's experience of having successfully completed similar works during last 7 years ending last day of month previous to the one in which tenders are invited should be either of the following:

6.1.1. तीन समरूप संपन्न कार्य जिसकी लागत ₹ ७.० करोड़ से कम न हो।

Three similar* completed works each costing not less than **₹7.00 Crore**
OR

6.1.2. दो समरूप संपन्न कार्य जिसकी लागत ₹ ८.७५ करोड़ से कम न हो।

Two similar* completed works each costing not less than **₹8.75 Crore**
OR

6.1.3. एक समरूप संपन्न कार्य जिसकी लागत ₹ १४.०० करोड़ से कम न हो।

One similar* completed work costing not less than **₹14.00 Crore**

Similar Work: *Providing Integrated Facility Management Services (IFMS) comprising Housekeeping, Garden Maintenance in PSUs / Govt. Offices / Corporate Offices / Industrial Complexes / Residential Township / Shopping Malls / Hospitals / Airport etc. admeasuring a total area of at least 2,50,000 Sq.M. in a Single Order.

6.1.4. The bidders shall comply with the **following qualifying criteria in addition to similar work** defined above:

6.1.4.1. Bidders should have establishment in providing Facility Management services at least for the last 07 Years from the date of tender closing. Necessary supporting documents need to be submitted along with their offer i.e., Shop & Establishment / Registration Certificate for such services issued by the concerned authority.

6.1.4.2. Bidders should have at least **05 Facility Managers and 30 Facility Executives** on their Company's payroll for minimum period of 2 years in the field of providing Integrated Facility Management Services. The Minimum Qualification for the Facility Managers/ Facility Executives shall be Graduation in any discipline. The above Facility



Managers and Executives shall have working experience after Graduation.

- 6.1.4.3. Bidders must have at least ONE ongoing order for providing IFMS with required Facility Managers/Facility Executives deputed at the client site which can be visited for verification/assessment of quality of service by the Committee at the time of TNC.
- 6.1.4.4. Bidders should submit their Organization Chart with details of Key Personnel along with their experience on their payroll.
- 6.1.4.5. Bidders should submit list of equipment owned by them with their make, model and capacity necessarily required for housekeeping work.
- 6.1.4.6. List of current commitments/ orders in hand in respect of IFMS indicating order value, name of the client and address, completion period. All necessary documents in support of the list viz. work order with detailed scope of work should be provided.
- 6.1.4.7. Bidders should have an average annual turnover of at **least ₹2,62,50,000/-** for the last 03 financial years ending March 2016

6.2. Similar completed works referred above means order which specifies the similar work as defined in a single order.

6.3. No separate orders for gardening or housekeeping management shall be entertained and the offer shall be rejected.

6.4. 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.

6.5. Documentary evidence in support of the same viz., copies of Work Order(s)/Contract Agreement(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. स्थल मुआयना / SITE VISIT:

7.1. The facilities of MDL to be covered under the contract are located in various designated Yards & Residential area at Dockyard Road, Mumbai.

7.2. It is considered necessary that the Bidder(s) visit all the facilities and acquaint themselves of the site conditions and assess the quantum of work prior to submission of their bids. Bidder(s) are therefore advised to visit the site and study all the particulars of the site and the nature of the work.

7.3. In case of any queries, Bidder(s) may send the same on email id tscomm@mazdock.com or contact the following persons:

Commercial Queries	Sanjay Kumar, DGM(TS-Comm) Tel: +91 22 2376 4221
Technical Queries / Site Visit	J.M. Bari, CM(TS-YUC) Tel: +91 22 2376 4230

8. पूर्व निविदा सम्मेलन / PRE-BID CONFERENCE

8.1. A Pre-Bid conference will be held at **1030 Hrs on Wednesday, 05 April 2017** in the Conference Room, Technical Services Dept, 1st Floor, Admin Building, Alcock Yard, Mazagon Dock Shipbuilders Limited, Dockyard Road, Mumbai. Bidders may



send their queries in writing either by email to tscomm@mazdock.com or send them by post/courier to the address below at least 48 hrs prior to the Pre-bid meet.

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

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

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

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

9.2. 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

9.3. 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).

9.4. EMD can also be submitted in the form of Bank Guarantee in the prescribed format at **Enclosure-5**. The Bank Guarantee should be valid for **4 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.

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

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

9.7. **If the original Bank Guarantee towards EMD/Bid Bond is NOT RECEIVED within the stipulated period of 07 Days from the closing date of the tender, the Bids / Offers will not be considered.**

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

9.9. EMD of successful bidder(s) will be returned after submission of **Security Deposit** and shall be interest free.

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

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

1.1.2. If the successful bidder declines acceptance of order.

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

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

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

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

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

11. वैधता अवधि / VALIDITY PERIOD:

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

11.2. 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.

12. दो प्रणाली में ऑनलाइन प्रस्ताव प्रस्तुत करे / ONLINE SUBMISSION OF OFFER IN

TWO-BID SYSTEM:

12.1. 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>

a) तकनीकी एवं वाणिज्यिक हिस्सा (भाग-१)/ Techno-Commercial (Part-I) Bid:

Bidders are requested to submit online/upload the following Enclosures, Acceptance forms and documents as part of their Techno- Commercial Bid (Part-I)

i) Bidders' details in the form **as appearing online.**



- ii) Acceptance on clauses of Tender Enquiry (TEF) in the Prescribed Form **appearing online** stating 'Accepted' OR 'Not Accepted' as applicable for each of the clause.
- iii) Acceptance on clauses of Standard Terms & Conditions (STACS) in the Prescribed Form appearing online stating 'Accepted' OR 'Not Accepted' as applicable for each of the clause.
- iv) Acceptance on clauses of General Terms & Conditions (GT&C) in the Prescribed Form appearing online stating 'Accepted' OR 'Not Accepted' as applicable for each of the clause.
- v) Price schedule BLANKING the PRICES but clearly indicating 'QUOTED/NOT QUOTED' and the percentage of applicable VAT & Service Tax, in the prescribed form available on MDL's e-Procurement portal <http://eprocaremdl.nic.in>.
- vi) Deviations, if any, from Terms, Conditions & Technical requirements specified in the Tender Enquiry, GT&C and STACS with reasons thereof shall be clearly indicated against the relevant clause(s) **in the form appearing online in Part-I bid**.
- vii) Documentary evidence in support of Past experience and Performance on Similar work during the last 7 years, stipulated at Clauses **6.1.1 or 6.1.2 or 6.1.3**, as applicable **shall be uploaded in online Part-I bid**
- viii) Scanned image of DD/BG towards Earnest Money Deposit (EMD)/BID BOND as stipulated in the tender shall be uploaded.
- 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) Scanned Copy of '**Integrity Pact**' as per format at **Enclosure-7**, duly filled in, signed & stamped by the bidder shall be uploaded in online Part-I bid.
- xi) Scanned copy of **Service Tax Registration Certificate** in the category of **Cleaning Services, Permanent Account Number (PAN), PF Registration Certificate, ESIC Registration Certificate & Labour Licence** duly signed & stamped with company seal shall be **uploaded in online Part-I bid**.
- xii) **Bidder's Declaration at Enclosure-8** duly signed & stamped with Company seal shall be uploaded in online Part-I bid.
- xiii) Bidders should upload scanned copies of Degree certificate and Experience Certificates in the field of Integrated Facility Management Services for the Facility Managers & Facility Executives.
- xiv) List of gadgets & equipments with details proposed to be deployed by the bidder for carrying out the services included in the scope of the tender.
- xv) List of sub-contractors, if any, proposed to be deployed by the bidder in respective category of services for execution of the contract. The sub-contractors should have prior association with the bidder for execution of the respective category of service.
- xvi) Bidders not permanently registered with MDL shall comply with the following:
- Upload a scanned image of Bidder's company profile duly self attested and stamped with their company seal in online Part-I bid.
 - Upload a scanned image of Valid Shop & Establishment Registration Certificate/Certificate of Incorporation issued by Registrar of Companies, Ministry of Corporate Affairs, Govt. of India/SSI Certificate issued by District Industries Centre/Ministry of Micro, Small & Medium Enterprises (MSME), Govt. of India/Other equivalent certificate duly self attested and stamped with their company seal in online Part-I bid.



- c) Upload a scanned image of List of equipments held by them with model / year / working status along with details of their facilities and personnel with designation, qualification and experience duly self attested and stamped with their company seal in online Part-I bid.
- xvii) Bidders registered with Mazagon Dock Shipbuilders Limited **shall upload scanned copy** of Valid Registration Certificate issued by MDL, for the items/services for which the offer is being submitted.
- xviii) Bidders registered with NSIC in the relevant category as defined in the similar work **shall upload scanned copy(s)** of Valid Registration Certificate along with the list of items / services for which they are registered with NSIC. Similarly, Bidders registered as Micro / Small Enterprises (MSEs) in the relevant category as defined in the similar work **shall upload scanned copy(s)** of Valid Registration Certificate, issued by the Competent Authority, along with the list of items / services for which they are registered.
- xix) The scanned image of the instruments towards Earnest Money Deposit (EMD) / BID BOND and INTEGRITY PACT BANK GUARANTEE (IPBG) as stipulated 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 (TS) 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,**

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

Note:

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

**b) 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) Bidders are required to quote rates for all the individual items listed in the Rate sheet/BOQ and applicable Service Tax & VAT separately separately.
- iii) The Lowest Bidder (L1) shall be determined on the overall price arrived at by applying the quoted rates for the indicative quantities including Service Tax & VAT indicated in the price bid.

13. बोलियों का मूल्यांकन/ EVALUATION OF BIDS.

13.1. The online display of the Lowest Bidder on the e-procurement portal is notional and based on the rates and taxes/duties quoted by bidders.

13.2. In case of bidders quoting taxes/duties, which are not in line as per prevalent laws, the same shall be finalised during the Commercial Negotiations Committee (CNC) Meeting prior to opening of the Price Bids (Part-II).

13.3. The bids will then be evaluated considering the quoted rates and taxes/duties finalised during the CNC meeting and determination of the Lowest Bidder carried out accordingly.

14. निविदाएँ खोलने की प्रक्रिया / OPENING OF BIDS:

14.1. **Part-I (Techno-commercial Bid):** Part-I bid will be opened online after the tender closing 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. However, the bidder can view the tender online by logging their user ID on the portal <http://eprocuremdl.nic.in>

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

15. बोली अस्वीकृति करनेकी मापदंड / BID REJECTION CRITERIA:

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

- (a) Bids received after tender closing date and time.
- (b) Bidders not submitting EMD or relevant documents in respect of exemption from submission of EMD.
- (c) 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.
- (d) Bidders not agreeing to accept Integrity Pact or submitting integrity pact with deviation in MDL format.
- (e) Bidders not submitting IPBG as specified in the tender.



- (f) 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.
- (g) In case of e-tenders, if the date of issue of EMD (DD/BG) is later than the tender closing date.

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

- (a) Bidder's failure to submit sufficient or complete details for evaluation of the bids even after given reasonable time by MDL. The overall time allowed shall not exceed 03(Three) weeks
- (b) Incomplete / misleading / ambiguous bids in the considered opinion of MDL.
- (c) Bids with technical requirements and or terms not acceptable to MDL.
- (d) Bids received without pre-qualification documents where required as per the tender.
- (e) Bids not meeting the pre-qualification parameters stipulated in the tender enquiry.
- (f) Validity period indicated by bidders is shorter than that specified in the tender enquiry.
- (g) Bidders not agreeing to furnish required Security Deposit till completion of the services as per contract.
- (h) Bidders not submitting Vendor/Bidder's Declaration at **Enclosure-8** duly signed by an Executive of YUC Section in Technical Services Department.
- (i) Bidders not submitting educational qualification documents and experience certificates for Facility Managers & Facility Executives.
- (j) In case of E-Tenders, the original of the uploaded copy of EMD(DD/BG), if received after 07(seven) days of the tender closing date.

16. अनुबंध की अवधि / PERIOD OF CONTRACT:

- 16.1. The Contract shall be valid for a period of TWO YEARS from the date of commencement of services. The contractor shall have to mobilise their manpower & other resources within a period of 30 days from the date of issue of Purchase Order.
- 16.2. The Contract may be extended for a period, mutually agreed, at the same rates, terms & conditions, if the Contractor's services are found satisfactory. The total extended period, either in single stage or multiple stages shall, however, not exceed ONE Year.
- 16.3. The Service Provider shall deploy his manpower for three days in advance from the start date of the contract to acquaint himself /staff with complete work/system layout and schematics at no extra cost to MDL.
- 16.4. The Service Provider shall deploy his manpower for three days after the date of expiry of the contract to enable the incoming Service Provider and his staff to acquaint with the complete work and schematics at no extra cost to MDL. The Service Provider will hand-over the items covered in scope of work in working order and the details of inventory to MDL / incoming Service Provider as advised by MDL.

17. मूल्य निर्धारण / PRICING:

- 17.1. Bidders shall quote the prices of all items listed in the tender which will be inclusive of all costs such as labour, machineries/equipments, consumables, PPEs, transportation, incidental expenses etc. and other such expenses associated with providing the desired services.
- 17.2. Applicable taxes, duties & levies are to be indicated separately in the Rate Sheet.



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

18. कर और शुल्क / TAXES AND DUTIES:

18.1. Bidders shall indicate separately the percentage of applicable taxes, duties & levies in the Blank Price Bid submitted in Techno-Commercial Bid (Part-I) as well as in the Price Bid (Part-II).

18.2. Applicable taxes, duties & levies shall be reimbursed against the proof of documentary evidence.

18.3. Taxes and other statutory levies shall be deducted at source wherever applicable (e. g. Income tax, Service Tax etc.) from the invoices of the Contractor/Bidder as per statutes.

18.4. Any increase/decrease in taxes, duties & levies due to change in the legislation shall be subject to adjustment.

19. भुगतान की शर्तें / TERMS OF PAYMENT:

19.1. Payment will be made on Monthly basis through NEFT/RTGS/ECS within 25 to 30 days on submission of invoice(s) in triplicate to Invoice Receipt Section along with Work Completion Certificate duly signed by an Executive of level not below the rank of Chief Manager, Yard Upkeep Cell (YUC) in Technical Services Department.

19.2. No advance will be paid in any manner against the Contract.

20. सुरक्षा जमा राशि / SECURITY DEPOSIT:

20.1. Within 15 days from the date of placement of the Purchase Order, the successful bidder shall submit a Security Deposit equivalent to 5% of the contract/order value (excluding taxes & duties) towards contract performance by way of Bank Guarantee or NEFT / Demand Draft in favour of Mazagon Dock Shipbuilders Limited, Mumbai.

20.2. The Bank Guarantee shall be from the list of banks approved 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.

20.3. The Security Deposit must be valid for the period of contract plus one month. In case the contract is extended beyond the stipulated period of 02 years with mutual consent, the Contractor shall have to extend the validity of the Bank Guarantee towards Security Deposit for the said period plus one month.

20.4. In case of delays in submission of Security Deposit, MDL reserves the right to charge Interest at PLR of SBAR+2% from the firm for such period of delays.

20.5. The Security Deposit will be returned only after the successful completion of contract period and shall be without interest only.

21. वृद्धि / ESCALATION:

21.1. 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:

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



21.1.2. 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.

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

$$\text{i) } V_m = W \times 0.25 \times (M_i - M_{io}) / M_{io}$$

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 21.1.2 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.

$$\text{ii) } V_l = W \times 0.70 \times (L_i - L_{io}) / L_{io}$$

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 21.1.2 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.

$$\text{iii) } V_f = W \times 0.05 \times (F_i - F_{io}) / F_{io}$$

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 21.1.2 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.



21.1.4. The following principles shall be followed while working out the indices mentioned in sub para 21.1.3 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.

21.1.5. 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 21.1.3 shall mutatis mutandis apply.

22. प्रबंधकीय / पर्यवेक्षी अधिकारियों की तैनाती / DEPLOYMENT OF MANAGERIAL / SUPERVISORY EXECUTIVES:

22.1. The successful bidder/Contractor shall have to deploy Managerial/Supervisory executives during the contract period for rendering effective supervision, desired quality of services and reporting.

22.2. The details of minimum qualification / experience and number of executives to be deployed category wise during the contract period are as under:

Sr. No.	Designation	Deployment	Min. Qualification	Experience
1	Facility Manager	1	Any Graduate	Min. 5 years of experience in the field of Integrated Facility Management Services.
2	Facility Executive	8	Any Graduate	Min. 2 years of experience in the field of Integrated Facility Management Services.
3	Facility Executive (Horticulturist)	1	Graduate (Horticulture) or Agriculture)	Min. 2 years of experience with emphasis on Landscape Development, Garden Maintenance etc.

22.3. The Contractor shall submit the requisite documentary evidence in respect of minimum qualification and experience for the personnel, proposed to be deployed, to Yard Upkeep Cell in Technical Services Department and obtain confirmation prior to the deployment.

22.4. Deployment of Managerial/Supervisory Executives with lesser Qualification and/or lesser experience, without prior confirmation from Yard Upkeep Cell, shall not be considered and treated as non-deployment.

23. एम डी एल द्वारा जँच एवं परीक्षण / INSPECTION AND TESTING BY MDL:

23.1. MDL shall be entitled to inspect and / or test by itself or through any of its representative or an independent agency any premises of the Contractor and



materials stored therein for use pursuant to the Contract and/or any ingredient to be used for the services pursuant to the Contract.

23.2. If any material, item or component intended to be used for the work/ services is found to be unsatisfactory (in which matter the decision of MDL or his authorised representative shall be final) the Contractor shall not use such material, and shall keep MDL indemnified from and against any claim of infection, poisoning or illness arising from any defective material provided by the Contractor.

24. बोलीदाताओं का दायित्व / BIDDER'S OBLIGATION:

24.1. Bidder shall abide by all Terms of Tender Enquiry (TEF), Standard Terms And Conditions (STACS), General Terms And conditions (GT and C) 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.

25. एम डी एल द्वारा उपलब्ध कराई जाएगी सुविधाओं / FACILITIES TO BE PROVIDED BY MDL:

MDL:

25.1. MDL shall provide the Contractor the facilities, specified below for use exclusively for the providing services pursuant to the contract, namely:

- a) Office space with intercom telephone facility
- b) Water: Free of Cost
- c) Electricity: Free of Cost
- d) Open Space for putting porta cabins.

25.2. The contractor will arrange for other facilities, utilities, equipment and inputs required for providing the services mentioned in the contract.

25.3. The Contractor shall be responsible for and shall ensure the proper utilisation of the facilities, equipment, furniture and utilities provided by MDL without any manner of abuse or excess use and will undertake day-to-day repair & maintenance of all equipment and items supplied by MDL and also keep the office provided absolutely tidy and free from any damage. In case of any loss or damages to the premises, fittings, fixtures and equipment, recovery at market rates would be effected from the Contractor's invoices and the material/item repaired or replaced at his cost. The decision of Officer in Charge (MDL) about the recovery would be final.

26. बोलियाँ में संशोधन / MODIFICATION TO THE BIDS:

26.1. 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.

27. सार्वजनिक शिकायत कक्ष / PUBLIC GRIEVANCE CELL:

27.1. A Public Grievance Cell headed by **General Manager (F-P&S)** has been set up in the Company. Members of public having complaints or grievances are advised to contact him on Wednesday between 10:00 hours and 12:30 hours in his office on **6th Floor, Mazdock House** or send their complaints / grievances to him in writing for redressal. His Telephone No. is **2378 2338/ 2376 2106**

28. एमडीएल में छुट्टियों के दिन पर काम करने के लिये / WORKING ON MDL HOLIDAYS:

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

29. कर्तौती/जुर्माना DEDUCTIONS / PENALTY:



- 29.1. If any work is not completed fully and satisfactorily, deduction will be applied on pro-rata basis for % of incomplete/unsatisfactory work.
- 29.2. If housekeeping manpower deployed is less than mentioned in the order, ₹700/- per man-day will be deducted. This deduction will be in addition to the deduction, if any, applied on the day against incomplete work as explained above.
- 29.3. If Facility Manager & Facility Executive deployed is less than mentioned in the order, per day deduction of ₹3000/- & ₹1500/- respectively.
- 29.4. Deductions are expected to serve as deterrent to ensure that required manpower is always deployed and qualitative service delivery.
- 29.5. Ride-On Sweeper: In case of Non-Operation of the Machine, either in idle condition or under breakdown, payment for that specific day would not be made. In case of breakdown, the problem shall be attended within 48 Hrs. Otherwise, penalty of ₹ 2000/- per day would be applicable after 48 Hrs, in addition to non-payment applied on those specific days.

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

30.1. Deviations sought by the bidder in respect of Payment terms shall be loaded on the bidder/s quoted prices during price evaluation by MDL as per MDL Norms. It is desirable that the bidder accepts the Payment Terms indicated by the company in the Tender document. Varied payment terms quoted by bidders as compared to the terms stated in the Tender document shall be normalized by loading the Prime Lending Rate of State Bank of India plus 2% on the quoted price.

Note: Bidders are requested to quote unit rate item wise only for all the tendered items. Techno-Commercially Qualified Lowest Bidder will be considered on overall item basis for the placement of order. Online ranking visible to bidders after opening the Price Bids (Part-II) is without loading parameters. However, the L1 bidder will be evaluated offline by applying all applicable loading parameters as mentioned in the tender document.

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

31.1. 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 Department. **BIDDERS ARE REQUESTED TO NOTE THE SAME. NO RELAXATION SHOULD BE ASKED FOR.**

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

- 32.1. No offer in sealed envelope will be accepted against e-Procurement.
- 32.2. 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.
- 32.3. For uploading the tender details, following DSC issued by the following are acceptable: i) n-Code ii) MTNL iii) TCS iv) SIFY
- 32.4. For mapping of DSC, representative of National Informatics Centre may be contacted.
- 32.5. 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>
- 32.6. 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, DGM(C-MP) on telephone +91-22-23763252 & email – mskumbhare@mazdock.com

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

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

34. अनुचित ऑनलाइन भरना / IMPROPER ONLINE FILLING:

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

35. एमडीएल का अधिकार / MDL's RIGHT:

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

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

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

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

Enclosures:

1.	Enclosure-1	-	Standard Operating Procedures & Scope of Work (attached separately)
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 for Bid Bond/EMD
5.	Enclosure-5	-	Proforma Bank Guarantee for Security Deposit
6.	Enclosure-6	-	Extract of provisions of the official secrets act, 1923
7.	Enclosure-7	-	Integrity Pact & Integrity Pact Bank Guarantee
8.	Enclosure-8	-	Bidder's Declaration
9.	Enclosure-9	-	Details of Ongoing Integrated Facility Management Contracts
10.	Enclosure-10		Illustrative Format of Rate sheet (To be filled online ONLY)
11.	Enclosure-11	-	General Terms and Conditions (GT&C) – (attached separately)
12.	Enclosure-12	-	Standard Terms and Conditions (STACS) – (attached separately)
13.	Statutory requirements & Safety clause	-	Attached separately
14.	Procedure for security passes	-	Attached separately

**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 include its successors and assigns) hereby agree to pay to the Company without any demur on first demand an amount not exceeding Rs..... (Rupees.....only) against any loss or damage, costs, charges and expenses caused to or suffered by the Company by reason of non performance and non-fulfilment or for any breach on the part of the tenderer of any of the terms and conditions of the said tender.

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

(ILLUSTRATIVE FORMAT)

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

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

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

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

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



Contractor/Supplier or by any such matter or things whatsoever which under the law relating to sureties would have the effect of relieving us.

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

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

7. Notwithstanding anything contained herein above:

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

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

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

For Bank
(by its constituted attorney)

(Signature of a person 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

INTEGRITY PACT

Mazagon Dock Shipbuilders Limited (MDL) hereinafter referred to as "**The Principal/Buyer**"

And

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

Preamble

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

In order to achieve these goals, the Principal/Buyer 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 Purchase Manual containing Standard Terms & Conditions (STAC) and General Terms & Conditions (GT&C) in respect of procurement contracts for goods, services and civil works.
- (2) If the Principal/Buyer obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti Corruption Laws of India, or it there be a substantive suspicion in this regard, the Principal/Buyer 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.
- a) 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.
 - b) 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.
 - c) 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.
 - d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. All payments made to the Indian Agent/representative have to be in Indian Rupees only. Further details as mentioned in the "Guidelines of Indian Agents of Foreign suppliers" shall be disclosed by the Bidders(s)/Contractor(s). Copy of the "Guidelines on Indian Agents of Foreign Suppliers" as annexed and marked as Annexure-A.
 - e) The Bidder(s)/Contractor(s) 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.
 - f) The Bidder (s)/Contractor(s), their agents, representatives shall not do such things so as to interfere with the procedures laid down in the Principal/Buyer's Purchase Manual containing the Standard Terms and Conditions (STAC) and General Terms and Conditions (GT&C) in respect of procurement contracts for goods, services and civil works.
- (2) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlines above or be an accessory to such offences.

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

If the Bidder(s)/Contractor(s) before contract award has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility as Bidder(s) in question, the Principal/Buyer is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or to terminate the contract, if already signed for such reason, as per the procedure



mentioned in the "Guidelines on Banning of business dealings" Copy of the "Guidelines on Banning of business dealings" is annexed and marked as Annexure-B.

- 1) If the Bidder(s)/Contractor(s) has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal/Buyer is entitled also to exclude the Bidder(s)/Contractor(s) from future contract award processes. The imposition and duration of the exclusion 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 our without the knowledge of the Bidder) or the commission of any offence by the Bidder or any one employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act 1988 or any other Act enacted for the prevention of corruption shall entitle the Principal/Buyer to take all or any one of the following actions, wherever required –
 - a) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the Bidder. However, the proceedings with the other Bidder (s) would continue.
 - b) The Earnest Money Deposit/Security Deposit/Performance Bond shall stand forfeited either fully or partially, as decided by the Principal/Buyer, and the Principal/Buyer shall not be required to assign any reason therefor.
 - c) To immediately cancel the contract, if already signed, without giving any compensation to the Bidder.
 - d) To recover all sums already paid by the Principal/Buyer, in case of an Indian Bidder with interest thereon at 2% higher than the prevailing Base Rate of SBI, and in case of a Bidder from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment



is due to the Bidder from the Buyer in connection with any other contract for any other Defence stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.

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

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

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



the Bidder, however, the same Bidder can approach the Monitor(s) appointed for the purposes of this Pact.

Section 5 - Integrity Pact Bank Guarantee (IPBG):

1. Every Bidder, while submitting commercial bid, shall submit an Integrity Pact Bank Guarantee for an amount of * _____ in favour of the Principal/Buyer in Indian Rupees/Foreign Currency.
 - a) Guarantee 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 section enterprise in India that could justify his exclusion from the tender process.
- (2) If the bidder makes incorrect statement on this subject, he can be disqualified from the tender process or further action can be taken.

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



- (1) The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this integrity Pact, and to submit it to the Principal before contract signing.
- (2) The Principal/Buyer 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/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.

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

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

Witness 1:
 (Name & Address)

Witness 1:
 (Name & Address)

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

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

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

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

1.2 Registered agents 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:

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

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

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

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

2.2.1 The name and address of the foreign principals indicating their nationality as well as their status, i.e, whether manufacturer or agents of manufacturer holding the Letter of Authority of the Principal specifically authorizing the



agent to make an offer in India in response to tender either directly or through the agents/representatives.

- 2.2.2 The amount of commission/remuneration included in the price (s) quoted by the Tenderer for himself.
- 2.2.3 Confirmation of the foreign principals of the Tenderer that the commission/remuneration, if any, reserved for the Tenderer in the quoted price (s), may be paid by MDL in India in equivalent Indian Rupees on satisfactory completion of the Project or supplies of Stores and Spares in case of operation items.
- 2.3 In either case, in the event of contract materializing, the terms of payment will provide for payment of the commission /remuneration, if any payable to the agents/representatives in India in Indian Rupees on expiry of 90 days after the discharge of the obligations under the contract.
- 2.4 Failure to furnish correct and detailed information as called for in paragraph-2.0 above 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.

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

Sr.	Description	Pages
1.	Introduction	2
2.	Scope	2
3.	Definitions	2-3
4.	Initiation of Banning / Suspension	3
5.	Suspension of Business Dealings	3-4
6.	Ground on which Banning of Business Dealing can be initiated	4-5
7.	Banning of Business Dealings	5-6
8.	Removal from List of Approved Agencies-Suppliers/ Contractors etc.	6
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	7



1. Introduction

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

2. Scope

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

3. Definitions

In these Guidelines, unless the context otherwise requires:

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



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

4. Initiation of Banning / Suspension

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

5. Suspension of Business Dealings

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



5.5 If the Agency concerned asks for detailed reasons of suspension, the Agency may be informed that its conduct is under investigation. It is not necessary to enter into correspondence or argument with the Agency at this stage.

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

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

6.1 If the security consideration, including questions of loyalty of the Agency to the State, so warrants;

6.2 If the Director / Owner of the Agency, proprietor or partner of the firm, is convicted by a Court of Law for offences involving moral turpitude in relation to its business dealings with the Government or any other public sector enterprises or MDL, during the last five years;

6.3 If there is strong justification for believing that the Directors, Proprietors, Partners, owner of the Agency have been guilty of malpractices such as bribery, corruption, fraud, substitution of tenders, interpolations, etc;

6.4 If the Agency continuously refuses to return / refund the dues of MDL without showing adequate reason and this is not due to any reasonable dispute which would attract proceedings in arbitration or Court of Law;

6.5 If the Agency employs a public servant dismissed / removed or employs a person convicted for an offence involving corruption or abetment of such offence;

6.6 If business dealings with the Agency have been banned/blacklisted by Government Agencies/ Statutory bodies, DGQA, Defence Shipyards, DPSUs or with whom commercial transactions have been suspended for sufficient and justifiable reasons.

If the Agency having same promoters/Directors /Partners as the barred/blacklisted Company as at 6.6 above for the duration for which the barring/ blacklisting of sister concern persists.

6.7 If the Agency has resorted to Corrupt, fraudulent practices including misrepresentation of facts;

If the agency who had fraudulently dealt with the Company for pecuniary gains or had connived with dealing officers for mutual benefit.

6.8 If the Agency uses intimidation / threatening or brings undue outside pressure on the MDL or its official in acceptance / performances of the job under the contract;

6.9 If the Agency indulges in repeated and / or deliberate use of delay tactics in complying with contractual stipulations;

6.10 Wilful indulgence by the Agency in supplying sub-standard material irrespective of whether pre-despatch inspection was carried out by MDL or not;



- 6.11 Based on the findings of the investigation report of CBI / Police against the Agency for malafide / unlawful acts or improper conduct on his part in matters relating to the MDL or even otherwise;
- 6.12 Established litigant nature of the Agency to derive undue benefit;
- 6.13 Continued poor performance of the Agency in several contracts;
- 6.14 If the Agency misuses the premises or facilities of the MDL, forcefully occupies, tampers or damages the Company's properties including land, water resources, forests / trees, etc.

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

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

7. Banning of Business Dealings

- 7.1 Decision to ban business dealings with any Agency would apply throughout the Company.
- 7.2 There 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:
 - a) To study the report of the Investigating Agency and decide if a prima-facie case for banning exists, if not, send back the case to the Competent Authority.
 - b) To recommend for issue of show-cause notice to the Agency by the concerned department.
 - c) To examine the reply to show-cause notice and call the Agency for personal hearing, if required.
 - d) To submit final recommendation to the Competent Authority for banning or otherwise.
- 7.3 If the Competent Authority is prima-facie of view that action for banning business dealings with the Agency is called for, a show-cause notice may be issued to the Agency as per paragraph 9.1 and an enquiry held accordingly.

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

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



9. Show-cause Notice

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

10. Appeal against the Decision of the Competent Authority

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

11. Review of the Decision by the Competent Authority

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

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

- 12.1 Depending upon the gravity of misconduct established, the Competent Authority may direct HOD (Materials)/OIC (SR&R) to circulate the names of Agency with whom business dealings have been banned, to the Government Departments, other Public Sector Enterprises, etc. for such action as they deem appropriate.



- 12.2 If Government Departments or a Public Sector Enterprise request for more information about the Agency with whom business dealings have been banned, a copy of the report of Inquiring Authority together with a copy of the order of the Competent Authority / Appellate Authority may be supplied.
- 12.3 If business dealings with any Agency have been banned by the Central or State Government or any other Public Sector Enterprise, MDL may, without any further enquiry or investigation, issue an order banning business dealing with the Agency and its inter-connected Agencies.
-



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")

NOTE: -

- (i) Indigenous supplier or Foreign Supplier through Indian Bank to submit BG.
- (ii) If foreign supplier submits BG through Foreign Bank the same should be submitted by SWIFT. MDL Bank SWIFT A/c. No. is SBININBB101.



Enclosure-8

BIDDER's DECLARATION

(To be submitted on Bidder's Letterhead)

Sub:	Providing Integrated Facility Management Services for offices, workshops, stores, open areas, residential quarters of Mazagon Dock Shipbuilders Limited in Mumbai.
Ref:	MDL E-Tender No. 1900000015

1. We confirm that we have visited all the facilities of MDL and clearly understood the Scope of Work/Standard Operating Procedures and requirements stipulated in the tender.

2. We further confirm that the same has also been discussed with the representative(s) of Yard Upkeep Cell (YUC) in Technical Services Department of MDL and our quoted price/rates are in line with the above scope of work.

Yard Upkeep Cell

M/s Mazagon Dock Shipbuilders M/s _____ Limited

Signature _____ Signature _____

Name _____ Name _____

Designation _____ Designation _____

Stamp _____ Stamp _____

Date _____ Date _____

**Enclosure-9****DETAILS OF ONGOING INTEGRATED FACILITY MANAGEMENT CONTRACTS***(To be submitted on Bidder's Letterhead)*

Sub:	Providing Integrated Facility Management Services for offices, workshops, stores, open areas, residential quarters of Mazagon Dock Shipbuilders Limited in Mumbai.
Ref:	MDL E-Tender No. 1900000015

Sr. No.	Facility Owner with address	Contract Value	Contract Period	Annual Value	Vendors Deployed	Manpower Deployed	Remarks

Note:

1. Bidders may give other details not covered in the above format and if relevant for information.
2. MDL reserves the right to visit any or all of the above sites/hold discussions with the Facility Owners and review the documents generated for monitoring performance of the contracts.