



निविदा पूछताछ  
TENDER ENQUIRY

[प्रेस निविदा]  
[PRESS TENDER]

माझगांव डॉक शिपबिल्डर्स लिमिटेड  
(भारत सरकार का उपक्रम)  
MAZAGON DOCK SHIPBUILDERS LIMITED  
(Formerly known as Mazagon Dock Limited)  
(A Govt. of India Undertaking)  
CIN: U35100MH1934GOI002079  
Dockyard Road, Mumbai 400 010  
Website- [www.mazdock.com](http://www.mazdock.com)  
Certified - ISO 9001: 2008 for Shipbuilding Division

निविदा सं./Tender No	6000000846	विभाग/Department	OTS(OUTSOURCING DEPT.)
क्रय अधिकारी/Purchase Exec.	Ramesh Mourya	क्रय अधिकारी/Purchase Exec.	Ramesh Mourya
सेवा में /To		दूरभाष सं./Telephone No	23763086
		फैक्स सं./Fax No	23743198
		ई-मेल/E-Mail	rmourya@mazdock.com
		निविदा सं./Tender No	6000000846
		निविदा तिथि/ Tender Date	29.05.2017
		निविदा बंद की तिथि/Tender Closing Date	03.07.2017
		निविदा बंद होने का समय/Tender Closing Time	15:00:00
दूरभाष सं./Telephone		आरएफक्यू सं./RFQ No	2110001071
फैक्स सं./Fax			
ई-मेल/E-Mail			

निविदा शुल्क/Tender Fee	रु/Rs	0.00
बयाना राशि/EMD Amount	रु/Rs	900,000.00
पूर्व बिड बैठक तिथि और समय/Pre Bid Meeting Date & Time		,00:00:00
निविदा खोलने की तिथि और समय/Tender Opening Date & Time		04.07.2017,15:30:00
प्रस्ताव वैधता तिथि है/Offer should be valid up to		
सुरक्षा जमा/Security Deposit		5.00 %आदेश मूल्य का/PO value
वरीय बैंक जमानत /Perf. Bank Guarantee		0.00 %आदेश मूल्य का/PO value

( आगे के विवरण हेतु कृपया सम्बंधित नियम शर्तों को पढ़ें। सुनिश्चित करें कि कोटेशन और संबंधित पत्राचार के लिए विभाग का नाम, क्रय अधिकारी का नाम, निविदा संख्या, बंद होने का समय एवं तिथि एवं आरएफक्यू सं. अपने कोटेशनमें लिखें।  
Kindly read and refer relevant terms & conditions for further details. Do ensure to Quote Department Name, Purchase Executive's Name, Tender Number, closing date & time and RFQ Number in your Quotation & related correspondence )

प्रिय महोदय/महोदया  
Dear Sir / Madam ,

विषय /SUB:- TRIENNIAL RATE CONTRACT (TRC) FOR HIRING VARIOUS TYPES OF A/C AND NON A/C BUSES WITH DRIVER AND FUEL FOR THE PERIOD OF THREE YEARS (01.08.2017 – 31.07.2020)

माझगांव डॉक शिपबिल्डर्स लिमिटेड प्रतिष्ठित/संभावित आपूर्तिकर्ताओं से निम्न हेतु, प्रतियोगितात्मक दो बोली प्रणाली में ( भाग -I तकनीकी - वाणिज्य बोली एवं भाग II मूल्य बोली ) बोली आमंत्रित करती है।  
Mazagon Dock Shipbuilders Limited (MDL) invites Competitive – Bid from reputed Supplier for the following in TWO BID system ( Part - I Techno - Commercial Bid & Part - II Price Bid ).

क्र. सं. SL.No.	सामग्री / सेवा विवरण Material / Service Details	मात्रा / इकाई Quantity / unit	आपूर्ति तिथि Delivery Date
00100	HIRING 49 SEATER NON AC BUS	1 Activity unit	31.03.2020
<b>The Line item 00100 covers the following services</b>			
000000001	सेवा सं./Service Number :-	36 Months	

निविदा सं./ Tender No:- 6000000846		निविदा तिथि/ Tender Date:- 29.05.2017		आरएफक्यू सं./RFQ No:- 2110001071	
क्र सं. SL.No.	सामग्री / सेवा विवरण Material / Service Details	मात्रा / इकाई Quantity / unit	आपूर्ति तिथि Delivery Date		
0	संक्षिप्त वर्णन/Short Description :- HIRE OF 49 STR NON AC BUS सेवा विवरण/Service Details :- Hiring 49 Seater Non AC Bus (01 No.) for CISF on Monthly Rate @ 8500 Kms/650 Hrs per month for A,B & C shifts in all days including Sundays & holidays.				
000000002 0	सेवा सं./Service Number :- संक्षिप्त वर्णन/Short Description :- EXTRA KM सेवा विवरण/Service Details :- Extra Kms above 8500 Kms for 36 months - 500 Kms	500 Kilometer			
000000003 0	सेवा सं./Service Number :- संक्षिप्त वर्णन/Short Description :- EXTRA HR सेवा विवरण/Service Details :- Extra hours above 650 Hrs for 36 months - 200 Hrs.	200.0 Hours			
00200	HIRING 25 SEATER NON AC BUS <b>The Line item 00200 covers the following services</b>	1 Activity unit	31.03.2020		
000000001 0	सेवा सं./Service Number :- संक्षिप्त वर्णन/Short Description :- HIRE OF 25 STR NON AC BUS सेवा विवरण/Service Details :- Hiring 25 Seater Non AC Bus (01 No.) for CISF on Monthly Rate @ 3000 Kms/400 Hrs per month on General shifts in all days including Sundays & holidays.	36 Months			
000000002 0	सेवा सं./Service Number :- संक्षिप्त वर्णन/Short Description :- EXTRA KM सेवा विवरण/Service Details :- Extra Kms above 3000 Kms for 36 months - 500 Kms.	500 Kilometer			
000000003 0	सेवा सं./Service Number :- संक्षिप्त वर्णन/Short Description :- EXTRA HR सेवा विवरण/Service Details :- Extra hours above 400 Hrs for 36 months - 200 Hrs.	200.0 Hours			
00300	HIRING 25 SEATER NON AC BUS <b>The Line item 00300 covers the following services</b>	1 Activity unit	31.03.2020		
000000001 0	सेवा सं./Service Number :- संक्षिप्त वर्णन/Short Description :- HIRE OF 25 STR NON AC BUS सेवा विवरण/Service Details :- Hiring 25 Seater Non AC Bus (01 No.) for SOT (MB) on Monthly Rate @ 2000 Kms/300 Hrs per month except Sundays & holidays.	36 Months			

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क्र सं. SL.No.	सामग्री / सेवा विवरण Material / Service Details	मात्रा / इकाई Quantity / unit	आपूर्ति तिथि Delivery Date		
000000002 0	सेवा सं./Service Number :- संक्षिप्त वर्णन/Short Description :- EXTRA KM सेवा विवरण/Service Details :- Extra Kms above 2000 Kms for 36 months - 1000 Kms.	750 Kilometer			
000000003 0	सेवा सं./Service Number :- संक्षिप्त वर्णन/Short Description :- EXTRA HR सेवा विवरण/Service Details :- Extra hours above 300 Hrs for 36 months - 1800 Hrs.	1,500.0 Hours			
000000004 0	सेवा सं./Service Number :- संक्षिप्त वर्णन/Short Description :- SUNDAY/HOLIDAY ALLOWANCE	40 DAYS			
000000005 0	सेवा सं./Service Number :- संक्षिप्त वर्णन/Short Description :- OVERNIGHT ALLOWANCE सेवा विवरण/Service Details :- OVERNIGHT ALLOWANCE for 36 months.	15 DAYS			
00400	HIRING 19 SEATER NON AC BUS <b>The Line item 00400 covers the following services</b>	1 Activity unit	31.03.2020		
000000001 0	सेवा सं./Service Number :- संक्षिप्त वर्णन/Short Description :- HIRE OF 19 STR NON AC BUS सेवा विवरण/Service Details :- Hiring 19 Seater Non AC Bus (02 Nos.) for WOT(MB)on Monthly Rate @ 2000 Kms/300 Hrs per month except Sundays & holidays.	36 Months			
000000002 0	सेवा सं./Service Number :- संक्षिप्त वर्णन/Short Description :- EXTRA KM सेवा विवरण/Service Details :- Extra Kms above 2000 Kms for 36 months - 1000 Kms.	750 Kilometer			
000000003 0	सेवा सं./Service Number :- संक्षिप्त वर्णन/Short Description :- EXTRA HR सेवा विवरण/Service Details :- Extra hours above 300 Hrs for 36 months - 1800 Hrs.	1,500.0 Hours			
000000004 0	सेवा सं./Service Number :- संक्षिप्त वर्णन/Short Description :- SUNDAY/HOLIDAY ALLOWANCE	40 DAYS			
000000005	सेवा सं./Service Number :-	15 DAYS			

निविदा सं./ Tender No:- 6000000846		निविदा तिथि/ Tender Date:- 29.05.2017		आरएफक्यू सं./RFQ No:- 2110001071	
क्र सं. SL.No.	सामग्री / सेवा विवरण Material / Service Details	मात्रा / इकाई Quantity / unit	आपूर्ति तिथि Delivery Date		
0	संक्षिप्त वर्णन/Short Description :- OVERNIGHT ALLOWANCE सेवा विवरण/Service Details :- OVERNIGHT ALLOWANCE				
00500	HIRING 25 SEATER NON AC BUS <b>The Line item 00500 covers the following services</b>	1 Activity unit	31.03.2020		
000000001	सेवा सं./Service Number :- 0	2,500 DAYS			
	संक्षिप्त वर्णन/Short Description :- HIRE OF 25 STR NON AC BUS सेवा विवरण/Service Details :- Hiring 25 Seater Non AC Bus (03 Nos.) 01 No. for WOT & 02 Nos. for EY Admin (SM-2) occassional duty on daily rate @ 80 Kms/12 Hrs per day on "As & When required" basis.				
000000002	सेवा सं./Service Number :- 0	6,000 Kilometer			
	संक्षिप्त वर्णन/Short Description :- EXTRA KM सेवा विवरण/Service Details :- Extra Kms above 80 kms for 36 months - 6000kms.				
000000003	सेवा सं./Service Number :- 0	2,500.0 Hours			
	संक्षिप्त वर्णन/Short Description :- EXTRA HR सेवा विवरण/Service Details :- Extra hours above 12 hrs for 36 months - 2500 hrs.				
000000004	सेवा सं./Service Number :- 0	50 DAYS			
	संक्षिप्त वर्णन/Short Description :- OVERNIGHT ALLOWANCE सेवा विवरण/Service Details :- OVERNIGHT ALLOWANCE for 36 months. - 50 days.				
00600	HIRING 19 SEATER NON AC BUS <b>The Line item 00600 covers the following services</b>	1 Activity unit	31.03.2020		
000000001	सेवा सं./Service Number :- 0	3,000 DAYS			
	संक्षिप्त वर्णन/Short Description :- HIRE OF 19 STR NON AC BUS सेवा विवरण/Service Details :- Hiring 19 Seater Non AC Bus (03 Nos.)for EY Admin / occassional duty on daily rate @ 80 Kms/12 Hrs per day on "As & When Required" basis.				
000000002	सेवा सं./Service Number :- 0	6,000 Kilometer			
	संक्षिप्त वर्णन/Short Description :- EXTRA KM सेवा विवरण/Service Details :- Extra Kms above 80 kms for 36 months - 7500 kms.				
000000003	सेवा सं./Service Number :-	2,250.0 Hours			

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क्र सं. SL.No.	सामग्री / सेवा विवरण Material / Service Details	मात्रा / इकाई Quantity / unit	आपूर्ति तिथि Delivery Date		
0	संक्षिप्त वर्णन/Short Description :- EXTRA HR सेवा विवरण/Service Details :- Extra Hrs 12 hrs for 36 months - 3000 hrs.				
000000004	सेवा सं./Service Number :-	60 DAYS			
0	संक्षिप्त वर्णन/Short Description :- OVERNIGHT ALLOWANCE सेवा विवरण/Service Details :- OVERNIGHT ALLOWANCE for 36 months - 100 days.				
00700	HIRING 49 SEATER NON AC BUS <b>The Line item 00700 covers the following services</b>	1 Activity unit	31.03.2020		
000000001	सेवा सं./Service Number :-	1,000 DAYS			
0	संक्षिप्त वर्णन/Short Description :- HIRE OF 49 SEATER NON AC BUS सेवा विवरण/Service Details :- Hiring 49 Seater Non AC Bus (02 Nos.) for CISF personnel children's school duty on daily rate @ 80 Kms/10 Hrs per day on "As & When Required" basis.				
000000002	सेवा सं./Service Number :-	1,000 Kilometer			
0	संक्षिप्त वर्णन/Short Description :- EXTRA KM सेवा विवरण/Service Details :- Extra Km above 80 kms for 36 months - 1000 kms.				
000000003	सेवा सं./Service Number :-	600.0 Hours			
0	संक्षिप्त वर्णन/Short Description :- EXTRA HR सेवा विवरण/Service Details :- Extra Hrs above 10 hrs for 36 months - 600 hrs.				
00800	HIRING 19 SEATER NON AC BUS <b>The Line item 00800 covers the following services</b>	1 Activity unit	31.03.2020		
000000001	सेवा सं./Service Number :-	1,100 DAYS			
0	संक्षिप्त वर्णन/Short Description :- HIRE OF 19 STR NON AC BUS सेवा विवरण/Service Details :- Hiring 19 Seater Non AC Bus (02 Nos.) for MDL Executives Children's School duty on daily rate @ 80 Kms/10 Hrs per day on "As & When Required" basis.				
000000002	सेवा सं./Service Number :-	1,500 Kilometer			
0	संक्षिप्त वर्णन/Short Description :- EXTRA KM सेवा विवरण/Service Details :- Extra Kms above 80 Kms for 36 months - 1500 Kms.				
000000003	सेवा सं./Service Number :-	1,000.0 Hours			
0	संक्षिप्त वर्णन/Short Description :- EXTRA HR				

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क्र सं. SL.No.	सामग्री / सेवा विवरण Material / Service Details	मात्रा / इकाई Quantity / unit	आपूर्ति तिथि Delivery Date		
सेवा विवरण/Service Details :- Extra hours above 10 Hrs for 36 months - 1000 Hrs					
00900	HIRING 49 SEATER NON AC BUS	1 Activity unit	31.03.2020		
<b>The Line item 00900 covers the following services</b>					
000000001	सेवा सं./Service Number :-	150 DAYS			
0	संक्षिप्त वर्णन/Short Description :- HIRE OF 49 STR NON AC BUS				
सेवा विवरण/Service Details :- Hiring 49 Seater Non AC Buses on daily rate @ 80 Km/12Hr per day on "As & When Required" basis.					
000000002	सेवा सं./Service Number :-	1,500 Kilometer			
0	संक्षिप्त वर्णन/Short Description :- EXTRA KM				
सेवा विवरण/Service Details :- Extra Kms above 80 Kms for 36 months - 1500 Kms.					
000000003	सेवा सं./Service Number :-	750.0 Hours			
0	संक्षिप्त वर्णन/Short Description :- EXTRA HR				
सेवा विवरण/Service Details :- Extra hours above 12 Hrs for 36 months - 750 Hrs.					
000000004	सेवा सं./Service Number :-	25 DAYS			
0	संक्षिप्त वर्णन/Short Description :- OVERNIGHT ALLOWANCE				
सेवा विवरण/Service Details :- OVERNIGHT ALLOWANCE for 36 months - 25 days					
01000	HIRING 19 SEATER A.C. BUS	1 Activity unit	31.03.2020		
<b>The Line item 01000 covers the following services</b>					
000000001	सेवा सं./Service Number :-	50 DAYS			
0	संक्षिप्त वर्णन/Short Description :- HIRE OF 19 STR AC BUS				
सेवा विवरण/Service Details :- Hiring 19 Seater AC Bus on daily rate @ 80 Kms/10 Hrs per day on "As & When Required" basis.					
000000002	सेवा सं./Service Number :-	500 Kilometer			
0	संक्षिप्त वर्णन/Short Description :- EXTRA KM				
सेवा विवरण/Service Details :- Extra Kms above 80 Kms for 36 months - 500 Kms.					
000000003	सेवा सं./Service Number :-	150.0 Hours			
0	संक्षिप्त वर्णन/Short Description :- EXTRA HR				
सेवा विवरण/Service Details :- Extra hours above 10 Hrs for 36 months - 150 Hrs.					
000000004	सेवा सं./Service Number :-	10 DAYS			
0	संक्षिप्त वर्णन/Short Description :- OVERNIGHT				

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क्र सं. SL.No.	सामग्री / सेवा विवरण Material / Service Details	मात्रा / इकाई Quantity / unit	आपूर्ति तिथि Delivery Date		
ALLOWANCE सेवा विवरण/Service Details :- OVERNIGHT ALLOWANCE for 36 months - 10 days.					
01100	HIRING 25 SEATER AC BUS <b>The Line item 01100 covers the following services</b>	1 Activity unit	31.03.2020		
000000001 0	सेवा सं./Service Number :-  संक्षिप्त वर्णन/Short Description :- HIRE OF 25 STR AC BUS सेवा विवरण/Service Details :- Hiring 25 Seater AC Bus on daily rate @ 80 Kms/10 Hrs per day on "As & When Required" basis.	30 DAYS			
000000002 0	सेवा सं./Service Number :-  संक्षिप्त वर्णन/Short Description :- EXTRA KM सेवा विवरण/Service Details :- Extra Kms above 80 Kms for 36 months - 500 Kms.	500 Kilometer			
000000003 0	सेवा सं./Service Number :-  संक्षिप्त वर्णन/Short Description :- EXTRA HR सेवा विवरण/Service Details :- Extra hours above 10 Hrs for 36 months - 150 Hrs.	150.0 Hours			
000000004 0	सेवा सं./Service Number :-  संक्षिप्त वर्णन/Short Description :- OVERNIGHT ALLOWANCE सेवा विवरण/Service Details :- OVERNIGHT ALLOWANCE for 36 months - 10 days.	10 DAYS			
01200	HIRING 36 SEATER AC BUS <b>The Line item 01200 covers the following services</b>	1 Activity unit	31.03.2020		
000000001 0	सेवा सं./Service Number :-  संक्षिप्त वर्णन/Short Description :- HIRE OF 36 SEATER AC BUS सेवा विवरण/Service Details :- Hiring 36 Seater AC Bus on daily rate @ 80 Kms/10 Hrs per day on "As & When Required" basis.	20 DAYS			
000000002 0	सेवा सं./Service Number :-  संक्षिप्त वर्णन/Short Description :- EXTRA KM सेवा विवरण/Service Details :- Extra Kms above 80 Kms for 36 months - 300 Kms.	300 Kilometer			
000000003	सेवा सं./Service Number :-	75.0 Hours			

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0	संक्षिप्त वर्णन/Short Description :- EXTRA HR सेवा विवरण/Service Details :- Extra hours above 10 Hrs for 36 months - 75 Hrs				
000000004	सेवा सं./Service Number :-	6 DAYS			
0	संक्षिप्त वर्णन/Short Description :- OVERNIGHT ALLOWANCE सेवा विवरण/Service Details :- OVERNIGHT ALLOWANCE for 36 months - 6 days.				
01300	HIRING 19 SEATER NON AC BUS O/S DUTY. <b>The Line item 01300 covers the following services</b>	1 Activity unit	31.03.2020		
000000001	सेवा सं./Service Number :-	30 DAYS			
0	संक्षिप्त वर्णन/Short Description :- HIRE OF 19 SEATER NON AC BUS सेवा विवरण/Service Details :- Hiring 19 Seater Non AC Bus for outstation duty on daily rate @ 250 Kms per day on requirement basis..				
000000002	सेवा सं./Service Number :-	1,000 Kilometer			
0	संक्षिप्त वर्णन/Short Description :- EXTRA KM सेवा विवरण/Service Details :- Extra Kms above 250 Kms for 36 months - 1000 Kms.				
000000003	सेवा सं./Service Number :-	30 DAYS			
0	संक्षिप्त वर्णन/Short Description :- DRIVER ALLOWANCE सेवा विवरण/Service Details :- DRIVER ALLOWANCE for 36 months - 30 days.				
000000004	सेवा सं./Service Number :-	6 DAYS			
0	संक्षिप्त वर्णन/Short Description :- OVERNIGHT ALLOWANCE सेवा विवरण/Service Details :- OVERNIGHT ALLOWANCE for 36 months - 6 days.				
01400	HIRING 25 SEATER NON AC BUS O/S DUTY <b>The Line item 01400 covers the following services</b>	1 Activity unit	31.03.2020		
000000001	सेवा सं./Service Number :-	30 DAYS			
0	संक्षिप्त वर्णन/Short Description :- HIRE OF 25 SEATER NON AC BUS सेवा विवरण/Service Details :- Hiring 25 Seater Non AC Bus for outstation duty on daily rate @ 250 Kms per day on requirement basis.				
000000002	सेवा सं./Service Number :-	1,000 Kilometer			



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0	संक्षिप्त वर्णन/Short Description :- EXTRA KM सेवा विवरण/Service Details :- Extra Kms above 250 Kms for 36 months - 1000 Kms.				
000000003 0	सेवा सं./Service Number :- संक्षिप्त वर्णन/Short Description :- DRIVER ALLOWANCE सेवा विवरण/Service Details :- DRIVER ALLOWANCE for 36 months - 30 days.	30 DAYS			
000000004 0	सेवा सं./Service Number :- संक्षिप्त वर्णन/Short Description :- OVERNIGHT ALLOWANCE सेवा विवरण/Service Details :- overnight allowance for 36 months - 6 days.	6 DAYS			
01500	HIRING 49 SEATER NON AC BUS O/S DUTY. <b>The Line item 01500 covers the following services</b>	1 Activity unit	31.03.2020		
000000001 0	सेवा सं./Service Number :- संक्षिप्त वर्णन/Short Description :- HIRE OF 49 SEATER NON AC BUS सेवा विवरण/Service Details :- Hiring 49 Seater Non AC Bus for outstation duty on daily rate @ 250 Kms per day on requirement basis.	20 DAYS			
000000002 0	सेवा सं./Service Number :- संक्षिप्त वर्णन/Short Description :- EXTRA KM सेवा विवरण/Service Details :- Extra Kms above 250 Kms for 36 months - 1000 Kms.	1,000 Kilometer			
000000003 0	सेवा सं./Service Number :- संक्षिप्त वर्णन/Short Description :- DRIVER ALLOWANCE सेवा विवरण/Service Details :- DRIVER ALLOWANCE for 36 months - 20 days.	20 DAYS			
000000004 0	सेवा सं./Service Number :- संक्षिप्त वर्णन/Short Description :- OVERNIGHT ALLOWANCE सेवा विवरण/Service Details :- OVERNIGHT ALLOWANCE for 36 months - 6 days.	6 DAYS			
01600	HIRING 49 SEATER NON A.C. BUS <b>The Line item 01600 covers the following services</b>	1 Activity unit	31.03.2020		
000000001 0	सेवा सं./Service Number :- संक्षिप्त वर्णन/Short Description :- HIRE OF 49 STR	108 Months			

क्र सं. SL.No.	सामग्री / सेवा विवरण Material / Service Details	मात्रा / इकाई Quantity / unit	आपूर्ति तिथि Delivery Date
	NON AC BUS सेवा विवरण/Service Details :- Hiring 49 Seater Non AC Bus 03 Nos for SOT - INS Kalveri Cell/SOT INS Khanderi Cell/SOT INS Karanj Cell on monthly rate @200Kms/300 Hrs per month except Sunday & Holidays.		
000000002 0	सेवा सं./Service Number :-  संक्षिप्त वर्णन/Short Description :- EXTRA KM सेवा विवरण/Service Details :- Extra Kms above 2000 Kms for 36 months	2,000 Kilometer	
000000003 0	सेवा सं./Service Number :-  संक्षिप्त वर्णन/Short Description :- EXTRA HRS सेवा विवरण/Service Details :- Extra hours above 300 Hrs for 36 months	3,000.0 Hours	
000000004 0	सेवा सं./Service Number :-  संक्षिप्त वर्णन/Short Description :- SUNDAY/HOLIDAY ALLOWANCE	100 DAYS	
000000005 0	सेवा सं./Service Number :-  संक्षिप्त वर्णन/Short Description :- Overnight stay allowance	40 DAYS	

नियम और शर्तें : भाग ए में लिखी हुई और इतर संलग्नपत्रे इस निविदा एक अभिन्न अंग हैं। हमें आशा है की, हमें प्रतियोगित्मिक और उचित प्रस्ताव इस निविदा के लिए प्राप्त होगा।

माझगाँव डॉक शिपबिल्डर्स लिमिटेड के लिए /For Mazagon Dock Shipbuilders Ltd

**PART-"A"**

**MAZAGON DOCK SHIPBUILDERS LIMITED** invites on-line competitive bids from reputed Bidders / Suppliers in TWO BID SYSTEM (Part-I Techno Commercial Bid and Part-II Price Bid) on our e-procurement portal <https://www.eprocuremdl.nic.in> for the following Scope of Work / Supplies, terms and conditions:

**1. Description of Work / Supplies / Services: Triennial Rate Contract (TRC) for Hiring Various types of A/C and Non A/C Buses with driver and fuel for the period of Three Years (01.08.2017 – 31.07.2020)**

1.1 The detailed scope of work and terms and conditions is as per **Enclosure-1**

**2. PRE- QUALIFICATION CRITERIA:** List of following scanned image of documents to be uploaded by Bidders along with their technical offer:

- i) Bidders Company Profile and Shop & Establishment registration certificate.
  - ii) List of cranes held by them with model / year / working status along with details of their facilities and personnel with designation, qualification and experience to determine their capabilities.
  - iii) Bidders Audited Balance sheets and Profit & Loss A/c of the company for last 3 financial years ending **31st March 2014, 2015 and 2016**. The average minimum turn over for 3 years should be at least **Rs. 75 Lakhs**.
  - iv) Bidder should have experience of having successfully completed similar works during last 7 years ending **March 2017** as stated below:
    - a) Three similar completed works each costing not less than **Rs 300 Lakhs**.  
**OR**
    - b) Two similar completed works each costing not less than **Rs. 375 Lakhs**.  
**OR**
    - c) One similar completed work costing not less than **Rs. 600 Lakhs**.  
**OR**
    - d) Similar job completed in span of 12 months not less than **Rs. 125 Lakhs**
- Note:** (i) Similar completed works referred above means each work and not all works put together for iv(a, b & c) above.  
(ii) The bidders have to submit documents in support of above mentioned work as per **Enclosure-5**.
- v) The bidders should have at least 05(Five) Nos. Non A/C or A/C Buses in his name or company name as per Enclosure-1 Part-A Clause-2 of this tender.

**Note:** (a) Sr. no. (i) and (ii) above not required for permanent registered vendors.  
(b) If any cash transaction included in turnover (statement of profit & loss) the same will not be considered for turnover value.  
(c) It is clarified that the work executed by the contractors for their in-house or capital use will not be considered for the purpose of bidders' experience of completion of similar works.  
(d) Bidders need to Upload supporting documentary evidence in support of the Pre-Qualification Criteria viz. **Work Order, Work Completion Certificate** issued by the party for whom the work is done. MDL has a right to verify / cross verification of authenticity of the said documents whenever felt necessary.

**3. EARNEST MONEY DEPOSIT (EMD)**

**3.1** Bidders shall furnish EMD of **Rs. 9, 00,000/-** (Rupees Nine Lakhs only) against this tender.

**3.2** The EMD can be remitted directly to MDL Bank Account as per details given in Annexure-"A" of this tender. **Further, the bidder 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**

**3.3** EMD can also be submitted in the form of Bank Guarantee in the prescribed format drawn in favour of MAZAGON DOCK SHIPBUILDERS LIMITED payable at Mumbai. The format of Bank Guarantee for EMD is available on MDL Website. The bid bond / Bank Guarantee should be valid for 4 more weeks beyond the offer validity period indicated in the tender. Bank Guarantee should be drawn on reputed Nationalized/Scheduled Banks excluding co-operative banks. In case of BG, Bidders to advise their bank/banker to send original BG directly to OTS department in sealed envelope to dispense with additional step of verification of authenticity of signatories.

**3.4** Bidders are requested to upload the scanned image of EMD i.e. Annexure-A/Bank Guarantee online along with the bid. If bidders are submitting the Bank Guarantee, they are requested to inform us the address, Tel. No., Fax No. of the issuing Bank and forward the original of the scanned copy of EMD enclosed in a envelop addressed to HOD (Outsourcing),6th floor, Service Block, North Yard, Mazagon Dock Shipbuilders Limited, Mumbai-400010, superscribing Tender No & Tender date by Speed Post/Registered Post / Courier Service/Hand Delivery to reach the office of HOD(Outsourcing)within **seven days** from the Tender closing date.

**3.5** Timely submission of the EMD is the responsibility of the bidders and no reasons / excuses in this regard will be entertained by MDL.

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

**3.7 EXEMPTION FROM SUBMISSION OF EMD**

Following bidders shall be exempt from submission of EMD:

- a) State & Central Government of India departments, Public Sector Undertakings.
- b) Firms registered with Mazagon Dock Shipbuilders Limited (MDL). (Exemption will apply only to items/services for which they are registered) To qualify for EMD exemption, firms should necessarily submit VALID copy of the Registration Certificate issued by MDL, for the items for which the offer being submitted, in Part-I offer/bid. Firms in the process of obtaining MDL registration will not be considered for EMD exemption.
- c) Firms registered with NSIC under its "Single Point Registration Scheme". (Exemption will apply only to items/services for which they are registered). 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.
- d) All Micro & Small Enterprises subject to their submitting the Registration Certificate from the Competent Authority regarding their Micro/Small Industry status (Exemption will apply only to items/services for which they are registered).

**4. VALIDITY PERIOD:** Bids / Offers shall have the validity period of **120 Days** from the tender closing date.

**5. ONLINE SUBMISSION OF OFFER IN TWO-BID SYSTEM:** Offer must be submitted in two parts, Part - I (Techno-Commercial Bid) & Part – II (Price Bid) on the MDL's e-Procurement website <https://www.eprocuremdl.nic.in> **Offer in any other form will not be considered.**

**Techno-Commercial Bid Part-I:** This part should contain the following:

i)	Online Acceptance on clauses of Tender Enquiry, General Terms & Conditions ( <b>GT&amp;C</b> ), Standard Terms & Conditions ( <b>STACs</b> ) in the Prescribed Formats stating 'Accepted OR Deviation' as applicable for each of the clause.
ii)	Deviation sheet in case of any deviations from Terms, Conditions specified in the Standard Terms and Conditions, Tender Enquiry & General Terms & Conditions shall be uploaded online.

iii)	Any deviation with respect to Technical requirement shall be uploaded online by the bidder.
iv)	The scanned image of Annexure-"A" / Bank Guarantee towards Earnest Money Deposit (EMD) / BID BOND as stipulated in TEF clause no. 3 shall be uploaded.
v)	Scanned image of valid Service Tax Registration Certificate.
vi)	Price schedule BLANKING the PRICES but clearly indicating 'QUOTED / UNQUOTED', also indicating the % of actual taxes/ duties applicable, in the prescribed format available on MDL's e-Procurement website <a href="https://www.eprocuremdl.nic.in">https://www.eprocuremdl.nic.in</a>
vii)	Bidders / Vendors should upload scanned documents as per <b>Para 2 in Part-A</b> of the tender.
viii)	Scanned Image of valid Registration or Approval certificates in case of Bidder's/ firms registered with MDL/ NSIC/ Micro or Small Enterprises/Industries.
ix)	Scanned image of Vendor Declaration in bidder's letterhead as per the format at <b>Encl-4</b> .
x)	Scanned image of duly filled RTGS/NEFT as per <b>Enclosure- 3</b> .

**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 drop-down 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.

**Part-II:** In this part bidders are requested to fill the PRICES for each of the listed items strictly in the prescribed format/ Rate sheet provided in E-Procurement Portal. **Offer in any other form shall not be considered.**

## 6. BID REJECTION CRITERIA:

### a. Following bids shall be categorically rejected:

i)	The Bids received after tender closing date and time.
ii)	Bids received without EMD (other than those who are exempted from payment of EMD), as specified in the tender
iii)	In case of e-tenders, if the date of remittance of EMD amount/issue of EMD BG is later than the tender Closing date.

### b. Following bid rejection criteria may render the bids Liable for Rejection.

i)	Bidder's failure to submit sufficient or complete details for evaluation of the bids within the given period which may range in between two to three weeks depending on the deficiencies noticed in the drawings / technical data which shall not however conflict with validity period. However, over all time allowed in respect of normal procurement shall not exceed 3 weeks and one week in case of emergency procurement.
ii)	Incomplete / misleading / ambiguous bids in the considered opinion of TNC.

iii)	Bids with technical requirements and or terms not acceptable to MDL.
iv)	Bids received without scanned copies of pre-qualification documents wherever required as per the tender.
v)	Bids not meeting the pre-qualification parameters stipulated in the tender enquiry.
vi)	Validity period indicated by bidders is shorter than that specified in the tender enquiry.
vii)	Bidders not agreeing to furnish Security Deposit till completion of the supplies / services as per contract.
viii)	Bidders not submitting documents as per clause 5.
ix)	Bidders not quoting for all the items in the Rate Sheet in the prescribed format available on MDL's e-Procurement website <a href="https://www.eprocuremdl.nic.in">https://www.eprocuremdl.nic.in</a>
x)	In case of e-tenders, the original of the uploaded copy of EMD BG if received after seven days of the tender closing date.

**7. Bid Evaluation Criteria:** Technically qualified line item wise lowest offer indicated in the Price Bid on MDL's e-procurement portal will be considered for awarding the contract.

The ranking of the price bid will be done on "all inclusive basis" including **GST**, duties, loading parameters etc as per rate sheet as applicable on the date of tender closing.

**Note:** In case of any discrepancies observed in any Rate Sheets, or against each item and / or in Grand total in the price bid, evaluation would be carried out by arriving on the grand total by considering the unit rate and quantity indicated in Rate sheets.

**8. Contract Period:** The Contract will be for a period of **Three Years** and may be extendable for further period of 03 months on MDL discretion on same rates and terms and conditions. However if the performance of contractor is not satisfactory then contract may be terminated with one month notice period by applying relevant clauses of contract such as Risk Purchase, forfeiture of Security deposit etc.

**9. Mobilization:** As per Enclosure-1 Part-A Clause-4 of this tender.

**10. PRICING:** Bidder shall quote the prices of all items listed in the tender enquiry which will be inclusive of all costs such as labour, material, fuel charges, transportation, all incidental expenses etc. However the applicable taxes/duties & levies will be indicated separately in the rate sheet. The prices quoted shall remain firm and fixed except increase/decrease in diesel price during the currency of the order/contract. Illustration of Rate sheet format is as per **Enclosure-2**

MDL shall not be bound by any printed conditions or provisions in the bidder's bid forms or acknowledgement of Order/Contract, invoices, packing list and other documents which purport to impose any conditions at variance with or supplemental to Order/Contract.

**11. TAXES & DUTIES:** Bidder shall indicate separately the percentage of the applicable taxes and Govt. levies in blank Price Bid submitted in Part I (Techno Commercial Bid) as well as in Part-II Price Bid.

**12. TERMS OF PAYMENT: -**

a) Payment will be made basis through NEFT/RTGS within 25 to 30 days on submission of bills in triplicate to Invoice Receipt Section along with work completion certificate (SAP Service Entry Sheet copy), log sheets etc duly signed by Chief Manager or officer of above level of Admin Dept.

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

**13. SITE VISIT FOR QUOTING:** Prior to submission of your quotation, bidders are requested to visit the site and if any clarification is required bidders may contact **Mr. Rajesh R, Manager (Gen Admin - Transport) on Telephone No 2376 4488 Mob. 08879657785** and submit duly filled Vendor declaration as per format at **Enclosure -4** along with the offer.

**14. Modifications to the Bids: -**

Bidder will not be allowed to bid after the closing time is over. Bidder can change the submitted bid any Time till the closing time through e-portal only and the last changed bid will be considered for ranking of the bids.

**15. SECURITY DEPOSIT (SD):** The successful bidder shall submit a Security Deposit @ 5% of the value of the Order within 25 days from date of Order / Contract. The SD can be remitted directly to MDL Bank Account as per details given in **Annexure-“A”** of this tender. **Further, the bidder 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 duly filled & signed copy of **Annexure-“A”** is to be submitted to OTS Department. SD can also be submitted in the form of Bank Guarantee in the prescribed format drawn in favour of **MAZAGON DOCK SHIPBUILDERS LIMITED** & the same should be drawn on reputed Nationalized / Scheduled Banks excluding co-operative banks. The format of Bank Guarantee for SD is available on MDL Website. Any delay in submission of SD shall result into charging of interest by MDL on the contract @ prevailing PLR of SBI + 2% on the security deposit amount for the delayed period. The Security Deposit will be returned only after the successful execution of the order / contract. Refund of Security Deposit whenever considered admissible by MDL, shall be without interest only. In case of BG, Bidders to advise their bank/banker to send the BG directly to OTS department in sealed envelope to dispense with additional step of verification of authenticity of signatories.

**16. INTEGRITY PACT IN RESPECT OF PROCUREMENTS:**

The Pact essential envisaged the agreement between the prospective vendors/bidders and buyers committing the person/ officials of both the parties not to exercise any corrupt influence on any aspect of the contract. **Only those vendors/ bidders who enter into such an integrity pact with the buyers would be competent to participate in the bid.** Please sign IP and forward to us for sign which will be returned to you for submission with tender & IPBG as under. Therefore, non acceptance of integrity pact by the vendors/bidders shall be categorically rejected and no further communication in this regard will be entertained by MDL.

Every Bidder , while submitting commercial bid, shall submit an Integrity Pact Bank Guarantee for the amount of Rs 5 Lakhs in favor of principal/ buyer in Indian Rupees by indigenous bidders/Equivalent Foreign currency by Overseas Bidders.. The IPBG can also be accepted in the form of Demand Draft in favour of Mazagon Dock Shipbuilders Limited, if opted, by the Bidder. This integrity pact bank guarantee (IPBG) should be valid up to and including 45 days after the validity of commercial offer (120 days + 45 days).

However the bidder will be required to extend the integrity pact bank guarantee as and when required by MDL.

For the successful bidder, validity of integrity pact Bank Guarantee will be extended up to satisfactory completion of the contract. Integrity Pact Bank Guarantee shall be returned promptly in case of unsuccessful bidders.

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

Bank Guarantee should be issued from a Guarantee will be from an Indian Nationalized Bank/Scheduled Bank/ ICICI Bank/ AXIS Bank/ HDFC Bank Ltd.

For details of the format of Integrity Pact and Integrated Pact Bank Guarantee (IPBG), please refer **Enclosure 7 & 8 guidelines.**

**Independent External Monitor (IEM):-**Rear Admiral Samir Saran Lal (Retd.), VSM- Mobile No, +91 7767802328, 02194-238543(R), e-mail address is samirslal@gmail.com and Shri G.S. Bhanagar, Mobile No. 919810930056, 011-24109804, e-mail address is gurdevbhatnagar29@yahoo.co.uk are the IEM have the power to access the entire project document and examine any complaints received by them.

**17. Inspection: -** The quality of service inspection will be done by MDL Admin-Transport or User Dept.

**18. Liquidated Damages or Penalty:** As per Enclosure-1, Part-A Clause-6 of this tender.

**19. LOADING CRITERIA:** Deviations sought by the bidder in respect of Payment terms and delivery period 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: Online ranking visible to bidders after opening part II price bids is without loading parameters. However the L1 bidder will be evaluated offline by applying all applicable loading parameters as mentioned in the tender document.

**20.FREAK LOW QUOTES:** In case after opening of price bid of technically cleared firms, it is noted that L-1 firm has quoted very low rates and indicates to withdraw from the tender then EMD shall be forfeited and firm may be given tender holiday including intimation to other PSUs. If the rates quoted are less than MDL estimates by 40% or so and if the difference in rate between L1 and L2 is 30% or more then the firm will have to give additional BG of 20% of the PO value as additional security. Bank charges for this additional BG shall be borne by MDL and reimbursed against proof of payment.

**21. Hindrance Register :** All hindrances with date of occurrences and removal shall be noted in the Hindrance Register. The Hindrance Register shall be signed by the reps of both MDL as well as Contractor.

**22. RISK PURCHASE:** If the article / service or any portion thereof be not delivered / performed by the scheduled delivery date / period, any stoppage or discontinuation of ordered supply / awarded contract without written consent by Purchaser or not meeting the required quality standards the Purchaser shall be at liberty, without prejudice to the right of the Purchaser to recover Liquidated Damages / penalty as provided for in these conditions or to any other remedy for breach of contract, to terminate the contract either wholly or to the extent of such default. Amounts advanced or part thereof corresponding to the undelivered supply shall be recoverable from the Contractor / Bidder at the prevailing bank rate of interest.

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

**23. PUBLIC GRIEVANCE CELL:** - A Public Grievance Cell headed by **Shri S. D. Kajawe, General Manager GM (F-CA)**, 3<sup>rd</sup> floor, Mazadock House has been set up in the Company. Members of public having complaints or grievances are advised to contact him on Wednesday between 10.00 hours and 12.30 hours in his office on 3rd floor, Mazadock House or send their complaints/grievances to him in writing for redressal. His Telephone No. is 23762184 or 23759793.

**24. Working on MDL Holidays:** 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.

**25. Instructions to the Bidders:** Before quoting against this Tender, the prospective bidder is requested to go through the Tender Enquiry document (& Annexes, if any) thoroughly & carefully. Deviations to the Terms & Conditions of the Tender are highly discouraged. Therefore, any doubts arising in respect of any of the Terms & Conditions stipulated, Qualification Criteria, Eligibility for exemption from submission of EMD, clarification if any w.r.t Documentation / Procedural requirements, etc. shall get clarified by the prospective bidder through the Dealing Executive invariably before the submission of the Bid.

**25.1** Submission of bids against e-Tenders: The bidder is required to quote online on the e-Procurement website (<https://www.eprocuremdl.nic.in>) by the deadline, by submitting the Techno-



commercial Bid & Price Bid in Electronic format only. The prices/quotes & a few declarations shall have to be entered/uploaded by the bidder online in the Tender's entry forms & other bid documents' scanned/soft copies shall have to be uploaded as part of the bid. All bids should be digitally signed using DSC (as explained below).

**25.2** To be able to participate in e-Tender (s), every bidder must register themselves on the ASP's website (*registration is free of cost*) & must possess a legally valid Class-IIB or above Digital Signature Certificate (DSC) (*also known as Class-II B or above DSC with encryption & signing authority*) as per IT Act-2000, using which they can sign their electronic bids. The DSC can be procured from any Certifying Authority (CA) authorized by Controller of Certifying Authorities (CCA) of Govt. of India.

**25.3** National Informatics Centre(NIC)has been appointed by MDL as the Application Service Provider.

**25.4** In order to familiarize prospective bidders to e-Tendering / e-Procurement's other aspects, etc., regular orientation training programs {of two (2) hours duration} are being organized at MDL. The interested bidders are requested to get themselves acquainted with all the requisite aspects & be prepared by attending the training by contacting the ASP/MDL official(s). The firms may nominate only one representative from their organization to attend such training. Training shall be conducted every Friday between 2 & 4 pm in MDL.

**25.5** Besides the training being organized, online User Manual is available on the website for the guidance of users & for participating in the e-Procurement/ e-Tendering, the bidder must ensure having the requisite (IT) infrastructure at their office premises.

**25.6** For any further details of e tendering & digital signatures, please contact 0120- 4200462, 0120-4001002, 8826246593, [eproc-support@gov.in](mailto:eproc-support@gov.in) OR Mr M S Kumbhare DGM (C-MP) Phone - 2376 3250 or mobile: 9769327576, [mskumbhare@mazdock.com](mailto:mskumbhare@mazdock.com)

**25.7** Bidders in their own interest are requested to upload their bids well in advance of tender closing date to avoid the last minute difficulties in uploading the bids. 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. MDL reserves all rights in this regard & decision of MDL shall be binding to the applicant. Problems in hardware/software, internet connectivity, system configurations, Browser setting etc, for whatsoever reason shall not be considered for extension of tender closing date and time.

**25.8** MDL will not be responsible for an error in downloading of tender documents from web by the bidders. The version appearing on MDL website will be considered final and authentic.

**25.9** All bidders are requested to get their technical queries, if any, clarified in advance (3 days in advance to tender closing date) before bidding to avoid last minute delay. For any technical clarification, bidders are requested to contact Mr. Ramesh Mourya CM. (OTS), Tel. no. 23763086.

**25.10** Bidders can participate in online bidding

- By registering with <https://www.eprocuremdl.nic.in> for User ID and password.
- By obtaining class IIB or above DSC (Digital Signature Certificate) with encryption & signing authority (for secured bidding).

**25.11** Bids received against online participation shall only be accepted. Bids submitted in any other mode will not be considered.

**25.12** Bidders shall abide by all Standard Terms And Conditions for services (STACS), General Terms & Conditions (GT&C) and also abide statutory requirements, Official Secret Act 1923(Extract) the same can be downloaded from the MDL Website [www.mazdock.com](http://www.mazdock.com) →Tender →Shipbuilding-Outsourcing→ SB-OTS STACS/Format . Acceptance of all clauses of TEF, GT&C and STACs as per formats enclosed shall be done by the bidder along with techno-commercial (Part-I) bid.

**25.13** Entry Pass for Contractors and their workmen: Bidders shall comply with the "MDL Security Procedures laid down in MDL for entry passes in respect of Contractors and their workmen" which is available in the home page of OUTSOURCING DEPT. of MDL Website [www.mazdock.com](http://www.mazdock.com) Tender →Shipbuilding-Outsourcing→ SB-OTS STACS/Format. A copy of same is attached herewith at **Enclosure -6**

25.14 MDL bidder's earlier quoted for MDL tender on website <https://mdl.eproc.in> have to register again (free of cost) on website <https://eprocuremdl.nic.in>

25.15 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 reason.

We look forward to receive your most competitive and reasonable offer against this tender.

Yours faithfully,  
For Mazagon Dock Shipbuilders Limited,

Chief Manager (Outsourcing)

Annexure – “A” Earnest Money Deposit (EMD)/Security Deposit format

- Enclosure –1 scope of work and terms and conditions
- Enclosure –2 Illustration Rate sheet format
- Enclosure –3 RTGS/NEFT Form
- Enclosure –4 Vendor Declaration
- Enclosure –5 Detail of prequalification documents
- Enclosure –6 Procedure for Issue of Entry Passes
- Enclosure –7 Integrity Pact
- Enclosure –8 Integrity Pact Bank Guarantee (IPBG) Illustration Format

**References:** Terms & Conditions (Available on MDL Website - [www.mazdock.com](http://www.mazdock.com) → Tender →Shipbuilding-Outsourcing→ SB-OTS STACS/Format

- 1) Standard Terms & Conditions (STACS)
- 2) General Terms And Conditions while executing work.
- 3) Official Secrets Act 1923 (Extract).

**Formats:** (Available on MDL Website - [www.mazdock.com](http://www.mazdock.com) → Tender →Shipbuilding-Outsourcing→ SB-OTS STACS/Format

- 1) OTS -F-05 Bank Guarantee for E.M.D.
- 2) OTS -F-07 Order acceptances Format.
- 3) OTS -F-08 Bank Guarantee for Security Deposit.

MAZAGON DOCK SHIPBUILDERS LTD  
DOCKYARD ROAD  
MUMBAI 400010

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**ANNEXURE "A"**

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)

<b>Date of Remittance</b>	<b>Name of Firm</b>	<b>Vendor Code</b>	<b>MDL tender/PO. Ref No.</b>	<b>Nature of Remittance viz. EMD/SD etc.</b>	<b>Amount Remitted (Rs.)</b>

**Signature of Vendor/Representative**

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

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

**Part-A : “SCOPE OF WORK” , TERMS AND OPERATIONAL REQUIREMENTS  
FOR BUSES HIRED ON MONTHLY RATE BASIS AND ON AS REQUIRED BASIS**

1. The scope of work pertains to hiring various types of A/C and Non A/C Buses on monthly rate basis and daily rate basis (on as and when required basis) with driver and fuel for the period of 3 years i.e. **01.08.2017 to 31.07.2020**.
2. Pre-qualification Criteria- Bidders should have minimum 5 (Five) nos Non A/C or A/C buses of either 19seater / 25seater / 49seater registered on name of the firm/ owner's name from 2014 or newer model onwards. Documents are to be submitted to MDL as part of tender documents. If any bidders quoted rate found and below the actual & reasonable cost for becoming lowest rate (L1), such bidders will not be considered for further processing.
3. The vehicles are to be provided as per MDL's purchase order terms and conditions. All the buses hired on monthly rate basis are to be of 2015 or newer model only. The buses being provided on as and when required basis are to be from 2014 or newer models. All the buses are to be in good condition and neat and clean daily before reporting duty. The number of monthly hired buses can be increased / decreased depending upon operational requirements with the 15 days notice period.
4. Mobilization Period: The successful bidder will have to place the required buses duly registered with RTO Authority in his own name/ firm's name along with all original documents for inspection to OIC (TRANSPORT) at least 2 weeks prior to the date of commencement of contract. If the successful bidder fails to do so, the offer of the contract shall stand cancelled, without further intimation to the bidder.
5. The Buses may be called for night shift, Saturdays, Sundays and holidays as per user department / OIC (TRANSPORT)'s instruction.
6. Penalty: In case the buses being provided on monthly / daily on regular basis are failed to report in time as per user department / OIC (TRANSPORT) instructions, penalty of Rs.4000/ day per vehicle will be imposed and deducted from claimed bills. In case of buses being hired on as required basis a penalty of Rs.1500/ per day per vehicle will be deducted from the claimed bills.
7. Bidder is to arrange qualified and experienced supervisor for all the days to communicate the duty allotment. All buses while reporting on duty, the fuel tank should be at least  $\frac{3}{4}$  th full and essential tools, First Aid Box, spare tyre, Fire Extinguisher, Air freshener and Tissue paper box are to be available in the buses. It is to be ensured that Air conditioning of the buses is functional and effective.
8. Duties will be allotted by OIC (TRANSPORT) and user department. The Duty Hrs and Kms of the hired vehicles shall be counted from MDL office to MDL office only. MDL will not consider garage to garage Kms.
9. Bidder is to provide valid Police Verification Report (PVR) for all the drivers issued not earlier than 2016 and valid driving licence with minimum five years of driving experience and should have knowledge of Mumbai / Navi-Mumbai route / road map. The drivers are to maintain trip wise records and fill all the columns in the MDL supplied log books only without any overwriting. Corrections made if any are to be duly initialed by the user department.
10. All the drivers are to have a pleasing personality and should not have been involved in any of the criminal cases. Drivers are to wear standard uniforms with shoes. If drivers are found without proper uniform during duty hours, a penalty amount of Rs.100/-day will be deducted

from the monthly / daily bills of respective bus. Consumption of alcohol and any other banned substance by the driver is strictly prohibited.

11. The bidder has to provide a mobile phone with good network coverage connection for communication to the drivers.
12. The vendor has to provide qualified cleaner in all 49-seater buses along with driver during the duty hours.
13. The odometer is to be absolutely accurate and all the vehicles are to be maintained neat and clean at all times including seat cover and interior cleaning. Defects noticed by the user departments & OIC (TRANSPORT) are to be rectified immediately by the vendor or his authorized representative. Vehicles with defective odometer will not be accepted for duty.
14. In case of breakdown / accident, substitute vehicle is to be provided within one hour time. Failing which MDL shall have to hire the vehicle from market and payment for the same will be deducted from claimed bills and contractor shall have no right to object.
15. The buses being provided are to be well maintained at all times including conduct of periodic service as per OEM recommendations and ensure its full operational roadworthiness.
16. School buses are to be followed R.T.O. terms and conditions strictly:
  - I) All 'SCHOOL BUS' to be written with blue colour strip of 400mm to be painted below window on all sides of vehicle.
  - II) Ground level from the bottom step should not exceed 300mm. If exceeding, additional step has to be provide.
  - III) Mirrors to be installed on both side of bus.
  - IV) Big parabolic mirror provided to view clear picture of inside of the bus.
  - V) For support, handles are provided on rear / above side of seat near gangway or integral handles are included in the seat. (If stanchion pole are provided at fixed distance then handles are not required).
  - VI) Height of vertical stanchion pole and connection horizontal rod near step well are at 60mm & 90mm respectively from bottom.
  - VII) First Aid Box having medicine / things be available as mentioned in Maharashtra motor vehicle Act No: 192.
  - VIII) ISI marked A ,B, C type fire extinguisher equipments are to be available in driver cabin / seat for 18 / 19 seater bus has to 5 kg capacity and more than 20 seat buses has to available two nos 5 kg capacity.
  - IX) Racks are provided for bags on upper side.
  - X) Four horizontal steel rods separated by not more than 5cm are fitted on window from outside.
  - XI) Vehicle speed governor installed & sealed to ensure vehicle speed should not exceed 40 kmph.
  - XII) Stickers / Board having picture of school boy and girl of size 350 x 350 is fitted on rear and front side of bus. Height of student's picture not less than 250mm and 'school bus' is written below picture and height of that letters should be 100 mm.
  - XIII) Emergency exit door available at middle of right side from bottom to top of window as per RTO Act No: 37/2009. Handles are provided inside & outside for opening door. Handle is coated with plastic / glass, so that students do not open door easily. Except this door 39" x 23" size emergency window available at back side.
  - XIV) Lady conductor has to be provided in each school bus (4nos) to take care of children's.
17. All liabilities, whatsoever, arising out of the problems of the vehicles including accidents shall rest upon the contractor only.

18. The vehicles are to be fit in all respect as per motor vehicle act and rules. All the vehicles will have to strictly comply with emission norms stipulated by the government under rule 115 of the motor vehicles Rules. Valid documents (ie PUC, Permit, Insurance, Road Tax, fitness and etc...) for each vehicle are to available with driver. No additional payment is payable by MDL for the above requirements.
19. The quoted rate by firm is to be for the entire period of contract (ie for 3 years). No change in rates on any account shall be payable except Service Tax and Govt.levies. Toll and Parking charges will be paid by MDL on submission of original receipts. Drivers are to carry sufficient cash with them to pay the toll and parking charges.
20. During operation of the contract, MDL reserves the right to inspect the buses for its suitability for use including condition of upholstery at any time and return such vehicles which are not found suitable. The contractor shall have to replace such vehicles within 24 hrs in respect of buses being hired on monthly basis.
21. Submission of Bills for payment: The vendor is to submit the bills along with the completed log sheets duly signed by user department, Transport office latest by 10th of the succeeding month to maintain regular planned outgo of funds by MDL and avoid pending liability.
22. Price Variation Clause: Whenever diesel prices increase / decrease as announced by the Govt, the increased / decreased rate of diesel will be paid as per the actual mileage utilized.

However, this amendment will be regularized only on quarterly basis and effective rates will change from 1st day of the respective months (ie April-July-October and January) as per the following guidelines.

- a. Upward /downward revision in rates will be applicable only if increase / decrease in diesel price is 1 rupee and more per liter. The Base diesel price taken for this purpose will be the prevailing diesel price as on tender closing date.
- b. Increase / decrease in rates wrt (a) above shall be governed by the following formula where as the average millage of the buses are to be provided by the vendor.

$$\begin{array}{lcl}
 \text{If average mileage of the vehicle as per the manufacture manual} & = & A \\
 \text{\& Increase / Decrease in diesel price} & = & \pm B \\
 \text{Then the applicable price variation per kilometer charges} & C & = \pm B / A
 \end{array}$$

It may be noted that the value of C may be + ve or -ve depending upon increase / decrease of price.

23. All the terms and condition as indicated above are to be strictly adhered to. MDL shall not accept any deviation / changes in the terms & conditions during the entire tenure of the contract.
-

**Part-B : THE DETAILS REQUIREMENT OF BUSES HIRED ON MONTHLY RATE BASIS AND ON AS AND WHEN REQUIRED BASIS GIVEN BELOW:-**

1.	49 Seater Non AC Bus for CISF duty – Monthly Rate- 1 No One no Non-AC bus has to be provided to run between CBD Belapur- Sanpada- Vashi – MDL and back on monthly rate basis @ 8500 Kms./650 Hrs per monthly basis including Sundays and Holidays for the conveyance of CISF Personnel in A,B & C shifts daily. Trip starts at 0330 hrs daily from CBD Belapur and close at CBD Belapur around at 2300 hrs.
2.	25 Seater Non AC Bus for CISF duty – Monthly Rate -1 No One no Non-AC bus has to be provided to run between CBD Belapur-Sanpada-Vashi – MDL and back on monthly rate @ 3000 Kms./400 Hrs per monthly basis including Sundays and Holidays for the conveyance of CISF Personnel in General shifts daily. Trip starts at 0700 hrs daily from CBD Belapur and close around at 2000hrs.
3.	25 Seater Non AC Bus for SOT (MB) – Monthly Rate-1 No One no Non-AC bus has to be provided to SOT personnel between Navy Nagar – MDL and back and frequent visits to Naval Dockyard on monthly rate @ 2000 Kms/300 hrs per monthly basis except Sundays. Trip starts from 0730 hrs and ending at 1900 hrs daily.
4.	49 Seater Non AC Bus for SOT- Kalvari / Khanderi / Karanj cell– Monthly Rate-3 Nos Three nos Non-AC bus has to be provided to SOT-Kalvari, Khanderi and Karanj crew personnel between Navy Nagar – MDL and back and frequent visits to Naval Dockyard on monthly rate @ 2000 Kms/300 hrs per monthly basis except Sundays. Trip starts from 0730 hrs and ending at 1900 hrs daily.
5.	19 Seater Non AC Bus for WOT(MB) – Monthly Rate- 1 No One no Non-AC bus has to be provided to WOT personnel between Navy Nagar – MDL and back and frequent visits to Naval Dockyard & MBPT on monthly rate @ 2000 Kms/300 hrs per monthly basis except Sundays. Trip starts from 0730 hrs and ending at 1900 hrs daily.
6.	25 Seater Non AC Bus for WOT (Mb) / EY-Admin (SM-2) on daily rate @ 80 Kms / 12 hrs per day on “As & When Required” basis.- 3 Nos One no Non-AC bus has to be provided to WOT- Naval Staff / Ship staff between Navy Nagar – MDL- Naval Dockyard / MBPT and back on daily rate @ 80 km / 12 hrs per day basis including Saturdays, Sundays and on holidays as required.(Approximate 24 days / month) Two nos Non-AC buses has to be provided to EY-Administration for MDL operatives and executives movement from MDL –Naval Dockyard / MBPT and back on daily rate @ 80 km / 12 hrs per day basis including Saturdays, Sundays, and holidays as required. If required, may be one bus has to be provided on night shift.(Approximate 26 days / month) Additional buses of similar capacity also may be required on as & when required basis as per OIC (TRANSPORT) instruction to meet the day to day requirements for CISF, WOT, SOT and MDL other departments..
7.	19 Seater Non AC Buses for EY-Admin on daily rate @ 80 Kms / 12 hrs per day on “As & When Required” basis-3Nos Three no Non-AC buses has to be provided to EY-Administration for MDL operatives and executives movement from MDL –Naval Dockyard / MBPT and back on daily rate @ 80 km / 12 hrs per day basis including Saturdays, Sundays, and holidays as required. If required, may be one bus has to be provided on night shift.(Approximate 26 days / month) Additional buses of similar capacity also may be required on as & when required basis as per OIC (TRANSPORT) instruction to meet the day to day requirements for CISF, WOT, SOT and MDL other departments.

8.	<p><u>49 Seater Non AC Buses on daily rate @ 80 Km / 10 hrs per day on "As &amp; When Required" basis- 2 Nos</u></p> <p>Two Nos buses has to be provided to CISF personnel children's school duty - starts at 0600 hrs daily –One bus starting from CBD Belapur and another bus starting from Vashi – to Mankhurd Central School &amp; back-closing at 1600 hrs daily.(Only on school working days).</p> <p><b>School buses terms and conditions are mentioned in general terms and operational requirements. The vendor to be followed strict compliance.</b></p>
9.	<p><u>19 Seater Non AC Buses on daily rate @ 80 Km / 10 hrs per day on "As &amp; When Required" basis- 2 Nos</u></p> <p>Two Nos buses has to be provided to MDL residential executives children's school duty - starts at 0700 hrs daily –both the buses starting from MDL colony to Byculla vicinity schools and KV schools at Navy nagar &amp; back.(Only on school working days).</p> <p><b>School buses terms and conditions are mentioned in general terms and operational requirements. The vendor to be followed strict compliance.</b> provided on as &amp; when required basis @ 80 km / 10 hrs / day as per OIC (TRANSPORT) instruction to meet the day to day requirement for CISF, WOT, SOT, MDL other departments and for VIP delegation's visiting the MDL.</p>
10	<p>Rate contract also required for occasional hiring of 19 / 25 / 49 Seater Non AC Buses has to be provided on as &amp; when required basis @ 80 km / 10 hrs / day as per OIC (TRANSPORT) instruction to meet the day to day requirement for CISF, WOT, SOT, VIPs and MDL other departments.</p> <p>Rate contract also required for occasional hiring of 19 / 25 / 49 Seater Non AC Buses has to be provided on as required basis for outstation duty @ 250 km / day as per OIC (TRANSPORT) instruction to meet the day to day requirement for CISF, WOT, SOT, VIPs and MDL other departments.</p> <p>Rate contract also required for occasional hiring of 19 / 25 / 36 Seater AC Buses has to be provided on as &amp; when required basis @ 80 km / 10 hrs / day as per OIC (TRANSPORT) instruction to meet the day to day requirement for CISF, WOT, SOT, MDL other departments and for VIP delegation's visiting the MDL.</p>

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**Sub : Triennial Rate Contract for Hiring Various types of A/C and Non A/C Buses with driver and fuel for the period of Three Years (01.08.2017 – 31.07.2020)**

**ILLUSTRATION RATE SHEET FORMAT**

<u>Sr. No.</u>	<u>Description</u>	<u>Unit/ Measure</u>	<u>QTY.</u>	<u>Unit rate (in Rs.)</u>	<u>Total Price (In Rs.)</u>
<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F= D x E</u>
1	Hiring-49 Seater Non AC Bus (01 No) for CISF on Monthly Rate @ 8500 Km / 650 Hrs per month for A, B & C shifts in all days including Sundays & holidays.	Months	36		
1(a)	Extra km above 8500 Kms for 36 months.	Kms	500		
1(b)	Extra hrs. Above 650 hours for 36 months.	Hrs	200		
2	Hiring-25 Seater Non AC Bus (01 No) for CISF on Monthly Rate @ 3000Km / 400 Hrs per month on General shifts in all days including Sundays & holidays.	Months	36		
2(a)	Extra km above 3000 Kms for 36 months.	Kms	500		
2(b)	Extra hrs. above 400 hours for 36 months.	Hrs	200		
3	Hiring-25 Seater Non AC Bus (01 No) For SOT (MB) on Monthly Rate @ 2000Km / 300 hrs per month except Sundays & holidays.	Months	36		
3(a)	Extra km above 2000 Kms for 36 months.	Kms	750		
3(b)	Extra hrs. above 300 hours for 36 months.	Hrs	1500		
3(c)	Sunday /Holiday Allowance	Days	40		
3(d)	Overnight stay/ /Detention allowance for drivers	Days	15		
4	Hiring-19 Seater Non AC Bus (01 No) For WOT (MB) / SOT- Khanderi Cell on Monthly Rate @2000 Km / 300 hrs per month except Sundays & holidays	Months	36		
4(a)	Extra km above 2000 Kms for 36 months.	Kms	750		
4(b)	Extra hrs above 300 hours for 36 months.	Hrs	1500		
4(c)	Sunday /Holiday Allowance	Days	40		
4(d)	Overnight stay/ /Detention allowance for drivers	Days	15		
5	Hiring- 25 Seater Non A/C Bus (03 Nos) 01 for WOT / 02 for EY-Admin-(SM-2) / Occasional duty on daily rate @ 80Kms / 12 Hrs per day on "As & When Required" basis	Days	2500		
5(a)	Extra km above 80 Kms for 36 months.	Kms	6000		
5(b)	Extra hrs. above 12 hours for 36 months.	Hrs	2500		
5(c)	Overnight stay/ /Detention allowance for drivers	Days	50		
6	Hiring- 19 Seater Non A/C Buses (3 Nos) for EY-Admin / Occasional duty on daily rate @ 80Km / 12Hrs per day on "As & When Required" basis.	Days	3000		
6(a)	Extra km above 80 Kms for 36 months.	Kms	6000		

6(b)	Extra hrs. Above 12 hours	Hrs	2250		
6(c)	Overnight stay/ /Detention allowance for drivers	Days	60		
7	Hiring- 49 Seater Non A/C Buses (2 Nos) for CISF personnel children's school duty on daily rate @ 80Km / 10Hrs per day on "As & When Required" basis.	Days	1000		
7 (a)	Extra km above 80 Kms for 36 months.	Kms	1000		
7(b)	Extra hrs above 10 hours for 36 months.	Hrs	600		
8	Hiring- 19 Seater Non A/C Buses ( 2 Nos) for MDL executives children's on daily rate @80Kms/10 Hrs per day on "As & When Required" basis.	Days	1100		
8 (a)	Extra km above 80 Kms for 36 months.	Kms	1500		
8(b)	Extra hrs. Above 10 hours for 36 months.	Hrs	1000		
9	Hiring- 49 Seater Non A/C Buses on daily rate @ 80Kms /12Hrs per day on "As & When Required" basis.	Days	150		
9(a)	Extra km exceeding after 80 Kms for 36 months.	Kms	1500		
9(b)	Extra hrs. exceeding 12 hours for 36 months.	Hrs	750		
9(c)	Overnight stay/ /Detention allowance for drivers	Days	25		
10	Hiring 19 Seater A/C Bus on daily rate @ 80Km / 10 Hrs per day on "As & When Required" basis.	Days	50		
10(a)	Extra km above 80 Kms for 36 months.	Kms	500		
10(b)	Extra hrs above 10 hours for 36 months.	Hrs	150		
10(c)	Overnight stay/ /Detention allowance for drivers	Days	10		
11	Hiring- 25 Seater A/C Bus on daily rate @ 80 Km / 10 Hrs per day on as and when required basis.	Days	30		
11(a)	Extra km above 80 Kms for 36 months.	Kms	500		
11(b)	Extra hrs. above 10 hours for 36 months.	Hrs	150		
11(c)	Overnight stay/ /Detention allowance for drivers	Days	10		
12	Hiring- 36 Seater A/C Bus on daily rate @ 80Kms / 10 Hrs per day and on requirement basis.	Days	20		
12(a)	Extra km above 80 Kms for 36 months.	Kms	300		
12(b)	Extra hrs. above 10 hours for 36 months.	Hrs	75		
12(c)	Overnight stay/ /Detention allowance for drivers	Days	6		
13	Hiring- 19 Seater Non-A/C Bus for outstation duty on daily rate @ 250 km / day per day and on requirement basis.	Days	30		
13(a)	Extra km above 250 Kms for 36 months.	Kms	1000		
13(b)	Driver allowances	Days	30		
13(c)	Overnight stay/ /Detention allowance for drivers	Days	6		
14	Hiring- 25 Seater Non-A/C Bus for outstation duty on daily rate @ 250 km / day per day and on requirement basis.	Days	30		
14(a)	Extra km above 250 Kms for 36 months.	Kms	1000		

14(b)	Driver allowances	Days	30		
14(c)	Overnight stay/ /Detention allowance for drivers	Days	6		
15	Hiring- 49- Seater Non A/C Bus for outstation duty on daily rate @ 250 km / day per day and on requirement basis.	days	20		
15(a)	Extra km above 250 Kms for 36 months.	Kms	1000		
15(b)	Driver allowances	Days	20		
15(c)	Overnight stay/ /Detention allowance for drivers	Days	6		
16	Hiring 49 Seater Non AC Bus 03 Nos for SOT - INS Kalveri Cell/SOT INS Khanderi Cell/SOT INS Karanj Cell on monthly rate @2000Kms/300 Hrs per month except Sunday & Holidays.	Month	108		
16(a)	Extra km above 2000 Kms usage for 36 months.	Kms	2000		
16 (b)	Extra hrs. above 300 hours for 36 months.	Hrs	3000		
16 (c)	Sunday /Holiday Allowance	Days	100		
16(d)	Overnight stay/ /Detention allowance for drivers	Days	40		
17	Applicable taxes/duties if any in %	%			

**Note:**

- The quoted prices must be inclusive of all expenses to be incurred by the Contractor for the Scope of Work as per the Tender's requirements.
- The contract will be placed on lowest bidder bus wise i.e. total of Bus (1, 1a,1b, 1c..).... etc. inclusive of all i.e. taxes, loading **GST** etc.

**MAZAGON DOCK SHIPBUILDERS LIMITED  
DOCKYARD ROAD,  
MUMBAI – 400 010  
RTGS / NEFT – Mandate Authorisation Form**

1.	VENDOR NAME	
2.	PAN No.	
3.	VENDOR ADDRESS	
4.	VENDOR'S TELEPHONE	
5.	E-MAIL ADDRESS	
6.	BANK NAME	
7.	BANK ADDRESS	
8.	ACCOUNT NO.	
9.	ACCOUNT TYPE	
10.	NEFT CODE	
11.	RTGS CODE	
12.	MICR NO	
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 reason of incomplete or incorrect information, we would not hold MDL responsible.

Date                      Suppliers Seal                      Authorised Signature of the suppliers

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

Date                      Bank's Stamp                      Authorised Signatories of Bank Officers

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**VENDOR DECLARATION**

**Sub : Triennial Rate Contract for Hiring Various types of A/C and Non A/C Buses with driver and fuel for the period of Three Years (01.08.2017 – 31.07.2020)**

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We have visited/discussed with OIC Transport and understood the Scope of Work and requirement given in the tender. We also confirm herewith that our quoted price/rates are in line with the above scope of work.

**M/s.....**

**SIGNATURE.....**

**NAME.....**

**DESIGNATION**

**STAMP**

**DATE:**

**ENCLOSURE-5**

**Detail of prequalification documents**  
(To be submitted on company letter head only)

We hereby are submitting the following order copies of work executed in the last seven years ending on **March 2017** strictly in line with prequalification criteria mentioned in Part-A Clause 2 (iv) of the tender enquiry.

Clause 2 (iv) (a): Three similar completed works costing not less than **Rs 300 Lakhs**

Sr. No.	PO no & Date	PO Value / Executed value	WCC certificate (submitted / not submitted)
1			
2			
3			
<b>Total</b>			

**OR**

Clause 2 (iv) (b): Two similar completed works costing not less than **Rs 375 Lakhs**

Sr. No.	PO no & Date	PO Value / Executed value	WCC certificate (submitted / not submitted)
1			
2			
<b>Total</b>			

**OR**

Clause 2 (iv) (c): One similar completed works costing not less than **Rs 600 Lakhs**

Sr. No.	PO no & Date	PO Value / Executed value	WCC certificate (submitted / not submitted)
1			
<b>Total</b>			

Clause 2 (iv) (d): Similar job completed in span of 12 months not less than **Rs. 125 Lakhs**

Sr. No.	PO no & Date	PO Value / Executed value	WCC certificate (submitted / not submitted)
1			
2			
3			
4			
5			
6			
<b>Total</b>			

**Note:**

Bidder has to fill up any of the above given option for which vendor has uploaded the PO copies with WCC along with part-1 bid for qualification.

**Procedure for Issue of Entry Passes to Casual Indian Visitors, Foreign Visitors and Subcontractors for entering the premises of MDL.**

**Important Note:**

*Procedure / guidelines promulgated herewith are subject to changes as and when required on instructions of Government or when necessitated.*

***MDL reserves the right of change.***

I. Procedure incorporated below deals with various aspects of Entry process in MDL.

1. Casual Indian Visitors.
2. Casual Foreign Visitors.
3. Regular Foreign Visitors.
4. Representatives of Various Govt. Organizations and Vendors / Regular suppliers.
5. Sub-contract Laborers.
6. Designated Gates for Entry / Exit with timings.
7. Late Working & Holiday working.
8. Material Movement.
9. Renewal of Passes.
10. Loss of Passes.
11. Charges/Penalty for Issue/Renewal of Entry Passes:
12. Return of Passes.
13. Use of Mobile Phones without Camera.

**1. Casual Indian Visitors:**

All casual indian visitors such as suppliers, vendors, reps. of various agencies etc.visiting MDL are issued with computerised Visitors Photo Pass from MDL Security Reception Centre on receipt of prior intimation through MDL Intranet from concerned Departmental officers, on a day-to-day basis.

**2. Casual Foreign Visitors:**

All casual foreign visitors are issued with computerised Visitors Photo Pass from MDL Security Reception Centre on receipt of prior intimation through MDL Intranet from the concerned HODs on verification of documents such as passport, valid visa etc.

The foreigners are also required to fill-up the details as per the format enclosed at Anneuxre-1 before commencement of the visit.

**Note:-**

- i) The authority for issuing Entry Passes to all type of Visitors including Sub-contract labour rests with CSO, MDL.
- ii) It is mandatory for all Visitors display the Visitors Identification Badge while in MDL premises.
- iii) It is also mandatory for all Visitors to return the Visitors Identification Badge along with the Visitors Pass to Reception Centre after obtaining the signature and stamp on the Visitors Pass of the officer visited, before leaving the Yard.

**3. Regular Foreign Visitors:**

All foreign visitors visiting MDL and require to work on various projects for a short / long duration are required to adhere to the following procedure for issue of Photo Entry Pass.

- a) Letter of recommendation from concerned Project Superintendent / HOD along with prescribed format enclosed at Annexure - 2 and copy of clearance from MOD / NHQ, is required to be submitted to CSO, MDL.
- b) Foreigners are to submit passport & visa for verification along with 2 xerox copies of the same and 2 passport size photograph with white background.

c) On completion of above formalities, Photo Pass will be issued to the foreigners by OIC, Pass Issue Cell on the basis of visa validity or as per the recommendations by the Project Superintendent / HOD.

#### **4. Reqs. of Various Govt. Organization and Vendors / Regular Suppliers.**

The following procedure to be followed for issue of Photo Entry Passes to the employees of various Government & Semi-government organizations and Vendors / Regular Suppliers.

a) Application forms for issue of Photo Passes to be submitted to OIC, Pass Issue Cell with recommendation from HOD along with 2 passport size photographs with white back ground and h copy of LOI / Work Order.

b) Applicant is also required to submit an Undertaking on their Company's letter-head as per the Format enclosed at Annexure-3 to be endorsed by the concerned HOD.

c) After due verification of application forms and documents, the Photo Entry Passes will be issued for a period of 3 months by OIC, Pass Issue Cell.

Note:- i) As regards Vendors / Regular Suppliers, it is mandatory to submit Police Verification Reports from concerned police authorities along with their application.

ii) However, in case of Consultants, Govt. Auditors, Surveyors, OEM (Original Equipment Manufacturers), PSU Employees, State & Central Govt. employees, Faculties of Educational Institutions, they will be considered for issue of Entry Passes on production of valid Identity Card issued by their employers.

#### **5. Sub-Contract Laborers:**

(a) Pr-requisites:

The contractor has to fulfill statutory obligations towards Provident Fund (PF), ESIC (ESI), Labour License and all Labour Laws as applicable and amended from time to time. In addition, contractor has to get all his employees verified by Police Authorities as mentioned at Sl.5 (e).

(b) ESI.

All employees of the contractor must have their own ESIC Registration Code Number and individual ESIC A/C. No. of the laborers. In case of newly joined employees, contractor has to fill-up a RDF Form, sample attached at Annexure-4 and ESIC Declaration Form, sample attached at Annexure -5 and submit it to ESIC's local office and obtain their acknowledgment on the copy of RDF Form before deploying the laborers. The above mentioned blank forms are also available with our Labour Consultant's office, situated in South Yard near Scindia Bldg. EPABX Tel. No.3441. In case contractors do not have their own ESI Code No., as a special case they may be allowed to use MDL ESI Code No. against a written request, for recovery of contributions. However, this facility may be allowed only for a period of 30 days, by which time the contractor must obtain his own ESI Code No. In such cases, contractor may collect the Forms from our Consultant's office, fill it up and then get them signed by the concerned officer of MDL Corporate Personnel Dept. situated on the second floor of Mazdock House, having EPABX Tel No.3121. Then the contractor has to submit these forms to ESIC's local office and obtain acknowledgment which needs to be attached with Labour Challan, sample attached at Annexure- 6. The timings of Labour Consultant's office and the concerned Officer of Corporate Personnel Dept. are as below:

Labour Consultant's office :

0930 hrs. to 1230 hrs. & 1330 hrs. to 1630 hrs. on all Working days, except the holidays.

Office of Corporate :

1030 hrs. to 1130 hrs. & 1430 hrs. to 1530 hrs. on Personnel Dept. all working days, except holidays. In case of Non-availability of the concerned officer, AGM (CR-P&IR) may be contacted on Phone No.23714909.

Note:- In case contractor's employees are out of ESI Coverage, they are required to be covered under a Group Insurance Policy linked with Workman's Compensation.

(c) Provident Fund (PF):



The contractor is required to have his own PF Code No. and fulfill all obligations under the Provident Fund Act. As a very special case, where contractor does not have a PF Code No., he may be allowed against a written request to use MDL PF Code No. In any case this facility will not be extended to the contractor for more than 30 days by which time he should obtain his own PF Code No.

(d) Labour License:

Contractor deploying 20 or more employees to execute an Order will have to obtain Labour License from the Office of the Labour Commissioner situated at Sion, Mumbai. He has to get Labour License for the no. of employees deployed.

Address of the Labour Commissioner is given below:

Labour Officer,  
Office of the Labour Commissioner,  
Shram Raksha Bhavan, Sion,  
Mumbai - 400 022.

(e) Police Verification:

Contractors are required to get their employees police verified from the concerned police authorities of the respective zones depending upon the place of residence of the employee. Relevant address of Police Commissionerate Offices are as given below:

Mumbai Zone : Commissioner of Police, SB-1, G Branch,  
Gymnasium Road, Mumbai-400 001.  
Tel. No.22620347.

Thane City : Commissioner of Police, Court Naka,  
Old Police Lane, Thane (W).  
Tel. No.25349008.

Thane Rural : Superintendent of Police, Thane Rural,  
Court Naka, Thane(W).  
Tel. No.25343223.

Navi Mumbai Zone : Commissioner of Police,  
Sector - 10, CBD, Belapur,  
Navi Mumbai.  
Tel. No.27572209.

The contractor has to make an application on Contractor's letter-head to the concerned office for Police Verification Report (PVR), attaching personal particulars of each employee, in the prescribed form, to be obtained from respective zonal offices given above. A copy of sample format is enclosed at Annexure-7. The sub-contractor has to fulfill the requirement of documents mentioned on the personal particular form. It normally takes one month time to get the Police Verification done from the Police Department. However, an acknowledgment slip of submitting the application, issued by the Police Department will be useful for getting Entry Passes for the first month from MDL.

(f) Various Stages of General Procedure:

i) The contractor has to fill up Labour Challan and it should be attached with LOI or Work Order issued by MDL. Efforts are in hand to put up these forms on MDL Website which can be downloaded by the contractor. Blank forms are also available with MDL Labour Consultant's office.

ii) Contractor has to get these forms endorsed by the relevant Commercial Department confirming that the contract is in force.

iii) Contractor has to submit these forms to Labour Consultant's office for scrutiny and endorsement.

iv) The forms subsequently are to be submitted to CM (CR-P&IR), MDL, during the timings mentioned above, whose endorsement will be obtained immediately. In case of any difficulty, AGM (CR-P&IR) is to be contacted.

vi) The contractor has to then approach OIC, Pass Issue Cell, situated in the ground floor of Scindia House, South Yard between 0930 hrs. to 1030 hours and 1400 to 1500 hours. Contractor has to submit the Labour Challan along with two passport size photographs (with white background) of each employee & police verification report of all his employees or the Acknowledgment slip issued by the Police Dept.

viii) On satisfying the above prescribed conditions by the contractor, the contractor has to fill up a Register maintained by Pass Issue Cell and collect blank passes, on written request, duly recommended by respective Commercial Dept. The contractor has to fill up the blank passes and get it signed by OIC, Pass Issue Cell.

ix) In case Police Verification Report is not there, OIC, Pass Issue Cell will carry out interviews between 0930 to 1030 hours on all working days and verify one of the following documents for the authenticity of individual contract labour.

- a) Ration Card.
- b) School Leaving Certificate.
- c) Election Card or
- d) Driving License or
- e) Photo Identity Card issued by State / Central / Education Institution etc.
- f) PAN Card.

x) Before appearing for interview, contractor has to give an undertaking in the Undertaking Format, copy enclosed at Annexure - 3, for the employees who do not have PVR. This Declaration Form is to be endorsed by the concerned Commercial Department and also to be supported by an acknowledgment Slip of application made for PVR. After interview, if an employee is found to be suitable, he will be cleared for issue of Entry Pass.

xi) Contractors are advised to simultaneously take action on PVR, ESI & PF to save time. It is intended that the formalities with Labour Consultant's Office and Corporate Personnel Department will be completed in a day and formalities at Pass Issue Cell of Security Dept. will be completed in a day.

xii) A day's Visitor Pass will be issued for new Sub-contract Laborers by CSO on the recommendation of Commercial Department for carrying out the formalities at the offices of Labour Consultant's office and CR - P&IR.

xiii) Sub-contractor Labours who are having PVR, need not be present in person while rep. of contractor goes to Pass Issue Cell. Sub-contract labours who are not having PVR have to remain present as they have to be interviewed.

Note:-

Sub-contract labours who do not have PVR, will initially issued Entry Passes for a maximum period of one month to facilitate them to complete PVR formalities on production of receipt from police authorities for having submitted the documents for police verification. In case of adverse remarks from the Police Department, Entry Passes issued will be withdrawn immediately. In case of any difficulty in issue of Entry Passes from Pass Issue Cell, Chief Security Officer (EPABX Phone 3850) is to be contacted. Contractors are issued Entry Passes of 'Green' color for all Yards other than East Yard. 'Yellow' color Entry Passes are issued for East Yard. A person holding Entry Pass of East Yard is permitted to work in all other Yards of MDL but not vice-versa.

xiv) Issue of Entry Passes to the employees of contractor for a short period of 10 days or less: Any contractor(s) having MDL Contract work of '10 days or less' are required to commonly with ESIC / PF formalities and for such contractor employees, no Police Verification Report (PVR) is required. However, Undertaking on Letterhead is necessary. The Entry Passes of such subcontractors employees are stamped as "Non-Police Verified". For such non-police verified contractor employees, Site Engineer / Supervisor of the contractor is required to escort their employees to the work site and escort them at the end of the day. At the end of the day, the Site Engineer / Supervisor of the contractor has to collect the Passes from their employees and deposit

the same with the duty security staff in the Pass Issue Cell. If the contractor labour are not covered under ESIC Act, then they are required to produce Group Insurance Policy linked with Workman's Compensation.

#### **6. Designated Gates for Entry / Exit with Timings:**

With a view to streamline the entry / exit of personnel of different categories to different yards in MDL, Wicket Gates have been earmarked as given below:

North Yard:

Wicket Gate No.NY/4 : Visitors, Vendors, Casual Visitors, Foreigners, Proprietors, OEM rep. / Consultant etc. Wicket Gate No.NY/13 : Sub-contract laborers.

South Yard:

Wicket Gate No.SY/2 : For MDL Officers, Staff, Visitors, Vendors, Casual Visitors, Foreigners, Proprietors, OEM Rep/Consultant etc. Wicket Gate No.SY/9 : Sub-contract laborers.

East Yard:

Wicket Gate No.EY/1 : For MDL Officers, Staff, Operatives, Visitors, Vendors, Casual Visitors, Foreigners, Proprietors, OEM Rep/Consultant etc. Wicket Gate No.EY/2 : Sub-contract laborers.

Al cock Yard:

Wicket Gate No.AY/7 : For MDL officers, staff, Visitors, Vendors, Casual Visitors, Foreigners, Proprietors, OEM Rep/Consultant etc.

#### **7. Late Working & Holiday Working:**

The following procedure is to be adhered to for extended working hours, night working, Saturdays / Sundays & Holidays.

i) Normal working timings for contractors workers is from 0700 to 1830 hours. Any contractor desire to deploy their workmen beyond their working hours, due to emergency, the requirement is to be endorsed for such working by HODs of User Department in the prescribed enclosure at Annexure - 8.

ii) If the contractor is required to employ their workmen on Saturdays, Sundays & General Holidays, they have to make an application in the prescribed format as enclosed at Annexure-9 with recommendation from concerned HOD and in case of Sundays/Holidays, request has to be sent to Corporate Personnel Department two days in advance.

iii) For all such extended working hours, the concerned contractor has to obtain permission from Sr.Commandant, CISF / Chief Security Officer, MDL, respectively.

#### **8. Material Movement:**

The contractors who are required to bring in their vehicles for delivery / collection of stores, due to emergency of work beyond 1830 hours, are required to obtain the recommendation from HODs of the User Department and subsequently permission will be granted by Commandant, CISF / CSO, MDL for their respective Yards..

#### **9. Renewal of Passes:**

The following procedure is to be adhered to by the contractors for renewal of passes of their employees:

i) The Entry Passes of contractor employees, working on regular basis, having Police Verification Reports, are renewed on completion of ESIC/PF formalizes upto a period of one month.

ii) The contractor employees who are not police verified and required to work upto 10 days, the Passes of such employees are not renewed any further.

iii) The passes of reps. of various organizations are renewed on need basis on the recommendation of respective HODs. However, such Entry Passes are renewed upto a maximum period of three months.

iv) The Entry Passes issued to foreign nationals are renewed subject to verification of documents and recommendations of respective HODs.

**10. Loss of Passes:**

The following procedure is to be adhered to by the contractors for loss of passes of their employees:

i) As soon as contractor employee losses the Entry Pass, he is required to report the loss to the nearest Police Station under whose jurisdiction the Pass is reported to have been lost and obtain a copy of Police Certificate.

ii) The loss of Pass will then be reported to Chief Security Officer, MDL, along with a letter from the contractor duly recommended by OIC, User Department and original copy of police certificate.

iii) The Entry Pass will be issued to the contractor employee after due verification of the Labour Challan for the particular month.

**11. Charges / Penalty for Issue / Renewal of Entry Pass:**

All contractor employees are charged Rs.10/- per Entry Card and on renewal no charges are levied and subsequent reissue of Entry Pass due to loss will be charged Rs.25/- In case of any suspicion exists regarding loss of Pass by the contractor employee, the matter will be investigated by the Chief Security Officer, MDL, to rule out the possibility of any foul play.

**12. Return of Passes:**

The following procedure is to be adhered to by the contractors for return of Entry Passes of their employees:

i) On completion of contract work / period of registration or termination of services of any person employed by the contractor and on expiry of date of any Pass (which is not required for any further renewal), the contractors are required to return all the Passes to the OIC, Pass Issue Cell for cancellation. Failure in this regard will invite action in terms of Indian Officials Secrets Act, 1923. The sponsoring authorities are to pursue the concerned contractors to surrender their Passes when these are not needed anymore. The Chief Security Officer, MDL, may take up the matter with Civil Police for retrieval of passes from the defaulting individuals / contractors as and when required.

ii) It is mandatory for the contractors to obtain NOC from Chief Security Officer, MDL, for having returned all the Entry Passes issued to them for final settlement of the contract.

iii) Security Deposit of the contractor will not be released unless & until the NOC is produced.

Note: - Transfer / Misuse of MDL Photo Entry Pass is strictly prohibited & shall attract action as per the provisions of Indian Official Secrets Act 1923.

**13. Use of Mobile Phone without Camera.**

i) Supervisors, Site In Charge, Engineers of contractors and representatives of various organizations may be permitted to use Mobile Phone without Camera within the MDL premises after obtaining a Mobile Phone permit from OIC, Pass Issue Cell.

ii) Application form for mobile phone permit is to be obtained from Chief Security Officer, MDL, through an application recommended by concerned Commercial Department. These Permit application forms are to be endorsed by concerned HODs (in case of subcontractors, the relevant Commercial Department) and submitted to OIC, Pass Issue Cell, for obtaining Mobile Permit along with mobile phone for inspection..

iii) Unauthorised use of Mobile Phone by any sub-contractors employee shall invite strict action to the extent of confiscation of mobile phone in addition to the cancellation of Entry Pass. DGM / CSO

Note: Annexures may be collected from OTS/Security/Personnel Dept. of MDL.

**INTEGRITY PACT**

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

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

**Preamble**

	<p>The Principal/Buyer intends to award, under laid down organizational procedures, contract/s for .....The 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).</p> <p>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.</p>
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**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 if there be a substantive suspicion in this regard, the Principal/Buyer will inform the Chief Vigilance Officer, MDL and in addition can initiate disciplinary actions.

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

(1)	The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
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.
	g)	The Bidder commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
(2)		The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

		If the Bidder(s)/Contractor(s) before contract award has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility as Bidder(s) in question, the Principal/Buyer is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or to terminate the contract, if already signed for such reason, as per the procedure mentioned in the "Guidelines on Banning of business dealings" Copy of the "Guidelines on Banning of business dealings" is annexed and marked as Annexure-B.
	1)	If the Bidder(s)/Contractor(s) has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal/Buyer is entitled also to exclude the Bidder(s)/Contractor(s) from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder(s) and the amount of the damage. The exclusion will be imposed for a minimum of <u>six</u> months and maximum of <u>five</u> 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 there for.
	c)	To immediately cancel the contract, if already signed, without giving any compensation to the Bidder.
	d)	To recover all sums already paid by the Principal/Buyer, in case of an Indian Bidder

		with interest thereon at 2% higher than the prevailing Base Rate of SBI, and in case of a Bidder from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the Bidder from the Buyer in connection with any other contract for any other Defence stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
	e)	To encash the advance Bank Guarantee and Performance Bond/Warranty bond, if furnished by the Bidder, in order to recover the payments, already made by the Principal/Buyer, along with interest.
	f)	To cancel all or any other contracts with the Bidder.
	g)	To debar the Bidder from entering into any bid from Principal/Buyer for a minimum period of five years, which may be further extended at the discretion of the Principal/Buyer.
	h)	To recover all sums paid in violation of this Pact by Bidder(s) to any middleman or agent or broker with a view to securing the contract.
	i)	If the Bidder or any employee of the Bidder or any person acting on behalf of the Bidder, either directly or indirectly, is closely related to any of the officers of the Buyer, or alternatively, if any close relative of an officer of the Buyer has financial interest/stake in the Bidder's firm, the same shall be disclosed by the Bidder at the time of filing of tender. Any failure to disclose the interest involved shall entitle the Buyer to rescind the contract without payment of any compensation to the Bidder.
		The term 'close relative' for this purpose would mean spouse whether residing with the Principal/Buyer's employee/employees or not, but not include a spouse separated from the Principal/Buyer's employee/employees by a decree or order of a competent court; son or daughter or step son or step daughter and wholly dependent upon Principal/Buyer's employee/employees, but does not include a child or step child who is no longer in any way dependent upon the Principal/Buyer's employee/employees or of whose custody the Principal/Buyer's employee/employees has been deprived of by or under any law; any other person related, whether by blood or marriage, to the Principal/Buyer's employee/employees or to the Principal/Buyer's employee/employees wife or husband and wholly dependent upon Principal/Buyer's employee/employees.
	j)	The Bidder shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the Principal/Buyer, and if he does so, the Principal/Buyer shall be entitled forthwith to rescind the contract and all other contracts with the Bidder. The Bidder shall be liable to pay compensation for any loss or damage to the Principal/Buyer resulting from such rescission and the Principal/Buyer shall be entitled to deduct the amount so payable from the money(s) due to the Bidder.
	k)	In cases where Irrevocable Letters of Credit have been received in respect of any contract signed by the Principal/Buyer with the Bidder, the same shall not be opened.
(2)		The decision of the Principal/Buyer to the effect that a breach of the provisions of this Integrity Pact has been committed by the Bidder shall be final and binding on the Bidder, however, the same Bidder can approach the Monitor(s) appointed for the purposes of this Pact.

**Section 5 - Integrity Pact Bank Guarantee (IPBG):**

(1)		Every Bidder, while submitting commercial bid, shall submit an Integrity Pact Bank Guarantee for an amount of * _____ 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.
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**Section 9 - Independent External Monitor/Monitors:**

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



(8)	If the Monitor has reported to the Chairman & Managing Director of the Principal, a substantiated suspicion of an offence under relevant Anti Corruption Laws of India and the Chairman & Managing Director of the Principal/Buyer has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
(9)	The word 'Monitor' would include both singular and plural.

**Section 10 - Pact Duration:**

	This pact begins when both parties have legally signed it. It expires for the Contractor <b>12 months</b> after the last payment under the contract and for all other Bidders <b>06 months</b> 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.
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**Section 11 - Other provisions:**

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

**Section 12 – Fall Clause: #**

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

\_\_\_\_\_  
 For & on behalf of  
 MAZAGON DOCKSHIPBUILDERS LIMITED  
 (Office Seal)  
 Place \_\_\_\_\_  
 Date \_\_\_\_\_

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

Witness 1:  
 (Name & Address)

Witness 2:  
 (Name & Address)

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**Enclosure-8****INTEGRITY PACT BANK GUARANTEE (IPBG)  
(ILLUSTRATIVE FORMAT)**

(On Non-Judicial stamp paper of value Rs. 500/-)

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 non-fulfillment 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 fulfill 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")