



माझगांव डॉक शिपबिल्डर्स लिमिटेड

(भारत सरकार का उपक्रम)

राष्ट्र के पोत निर्माता

डॉकयार्ड रोड, माझगांव

मुंबई - ४०००१०

भारत

MAZAGON DOCK SHIPBUILDERS LIMITED

(A Government of India Undertaking)

Shipbuilders to the Nation

Dockyard Road, Mazagon,

Mumbai 400 010.

INDIA

CIN :U35100MH1934GOI002079

DIVISION:	:	CORPORATE
DEPARTMENT	:	SECRETARIAL, LEGAL & ESTATE
SECTION	:	ESTATE MANAGEMENT
TENDER NO	:	MDL/EMS/TENDER/Flats/CISF/01
TENDER DATE	:	07 Apr '17
CLOSING DATE & TIME	:	12 May '17 AT 1430 Hrs
OPENING DATE & TIME	:	12 May'17 AT 15:00 Hrs

**TENDER for Purchase of 32 Nos. 1 BHK Flats admeasuring 350-450 Sq.Ft. on
Outright basis at Navi Mumbai**

1. BACKGROUND:

1.1. Mazagon Dock Shipbuilders Limited (MDL) located at Dockyard Road, Mumbai-10, is a Public Sector Undertaking under Ministry of Defence, engaged in the business of construction of Warships & Submarines for the Indian Navy.

1.2. MDL had invited Expression of Interest (EOI) vide ref. no. MDL/EMS/Flats/CISF/03 dated 21 Dec '16 seeking applications from interested Individual/Proprietary Firm/Company/Partnership Firm/Govt. Bodies/Govt. Undertaking for outright purchase or on lease, unfurnished cluster of residential Flats to accommodate Central Industrial Security Force (CISF) personnel posted at MDL.

1.3. Based on the assessment of applications received against the aforesaid EOI, MDL has decided to invite Tender for outright purchase of **32 Nos. 1 BHK Flats admeasuring 350-450 Sq.Ft.**

2. The flats should be located in Navi Mumbai (areas developed by CIDCO) within a distance of maximum 50 KM, preferably in the nodes of Kamothe, Kalamboli, Kharghar, New Panvel, Taloja and Ulwe.

3. **TERMS & CONDITIONS:**

3.1. The Terms & Conditions shall form part of the Tender to be submitted by the Bidder.

3.2. The last date and time for submission of the Tender Documents shall be **1430 hrs on 12 May '17**. The Tender document shall be dropped in the tender box kept at the Reception Centre near the Main Gate. MDL shall not be responsible for non receipt of Tender documents sent through courier/post etc. The tender box shall be closed at 1430 hrs sharp on 12 May '17 and no submission shall be allowed thereafter.

3.3. All columns in the Tender document must be duly filled in and no column should be left blank. "Nil" or "Not Applicable" should be marked where there is nothing to report. All the pages of the Tender documents should be signed by the bidder/authorized signatory of the bidder. MDL reserves the right to reject incomplete Tender document or in cases where information submitted is found to be incorrect.

3.4. In case the space in the tender document is found insufficient, the bidder may use separate sheets to provide full information.

3.5. Offers received from Brokers/Intermediaries will not be entertained as MDL does not pay brokerage/commission. Canvassing in any form will disqualify the Bidder.

3.6. If the Bidder has flats as per MDL's requirement at more than one project/location, separate Tender documents have to be submitted for each project and the evaluation for the same shall be done separately.

3.7. The prospective bidder meeting the above requirement may download the Tender Documents (Technical bid and Price bid) from the website of MDL i.e. www.mazdock.com → Tenders → Estate → Estate Notifications/EOI → Tender No. MDL/EMS/TENDER/Flats/CISF/01.

3.8. The Tender consists of two parts i.e. Techno-Commercial bid including terms & conditions (Part-I) and Price bid (Part-II). Separate Techno-Commercial bid(s) and Price bid(s) are to be submitted for each proposal. The Techno-Commercial bid(s) and Price bid(s) for each proposal should be sealed in separate envelopes duly marked Techno-Commercial Bid (Part-I) and Price Bid (Part-II). Both the envelopes should be placed in a single cover superscribed "**TENDER for Purchase of 32 Nos. 1 BHK Flats admeasuring 350-450 Sq.Ft. on Outright Basis at Navi Mumbai**".

3.9. Property should be situated in good residential area in the Locations with congenial surroundings and proximity to public amenities like bus stop, bank, market, hospitals, schools, post office, etc. The flat/building/property shall also be elevated and not prone to water logging. The locality shall have amenities of water supply, sewerage, storm water drain etc. MDL reserves the right to reject any offer which, in its opinion, is not found to be suitable in any respect whatsoever.

3.10. The person signing this document for submission on behalf of the bidder shall enclose Power of Attorney duly authorized and notarized. The power of Attorney shall be backed by copy of the board resolution in case of Company / declaration signed by all partners in case of a Partnership Firm of the bidder in his/ her favour.

3.11. The particulars of flat numbers floor-wise, wing, building name, etc. should be furnished in the Technical bid. Details of measurements of the proposed flat offered should invariably be furnished in the Technical bid.

3.12. While furnishing the information in Technical bid, full details of the items / materials used including the brand name, size, quantity, quality, etc. should be furnished for each and every item in the respective columns. In case of flooring, windows, doors, door shutters, etc. full particulars of quality of material used, thickness, size, brand name, etc. should be furnished. These details are subject to verification.

3.13. Plans duly approved by municipal authorities/competent authority should be submitted along with the Technical bid.

3.14. The bidder, at their own cost, shall obtain Income Tax and other statutory clearances as and when required.

3.15. The bidder should explain and submit the brief history of any litigation or arbitration filed against it in the preceding ten (10) years or shall provide a declaration that there are no litigations as on the date of submission of this Tender. Further, the bidder should indicate for each case the year, cause of litigation, matter of dispute, disputed amount and whether the award was for or against.

3.16. The bidder should explain if it or any of its constituent partners has been debarred/ expelled by any agency/Government during the preceding three (03) years. The details of each of the cases with reasons should be furnished

3.17. The bidder should provide the details if declared bankrupt during the preceding five (05) years.

3.18. The property offered should be unencumbered and have clear and marketable title. Adequate documentary evidence to this effect should be furnished along with the Technical bid.

3.19. All the legal documents required by the MDL for verification of the title clearance of the property should be submitted.

3.20. The following documents should be enclosed with the offers:

- a) Copy of sanctioned plan and layout.
- b) Commencement Certificate from competent authority.
- c) Occupancy Certificates from competent authority.
- d) Structural Stability Certificate from licensed structural engineer of Municipal Corporation / Local authority.
- e) Site plan copy.
- f) NOC from the Society, in case offered flat is in old building.

3.21. Where the MDL is purchasing full building or entire property, the Conveyance/Sale Deed shall be executed in favour of MDL

3.22. MDL will issue Public Notice in the leading newspapers inviting claims from the public, if any, before entering into Conveyance Deed / MOU for the offered property. The bidder should not have any objection in this regard.

3.23. **Carpet Area:** *(As per Section 2 (f) of the Real Estate (Regulation & Development) Act 2016)*

- a) The Carpet Area would mean the net usable floor of an apartment, excluding the area covered by the external walls, areas under service shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the apartment.

3.24. Joint measurement will be taken in the presence of MDL representatives and authorised representative of Bidder for computation/finalization of the carpet area.

3.25. For computation of the carpet area, the definition adopted in this Tender shall be the covered areas excluding the outer walls, i.e. from plastered to

plastered surface of the walls. Niches, flowerbeds, sit-outs, etc. will not be taken into consideration for calculating the carpet area.

3.26. **CANCELLATION OF TENDER:** MDL reserves the right to amend/modify/alter/withdraw/cancel this TENDER at any stage or any point of time without assigning any reasons whatsoever. No claims will be entertained from any of the bidder in such a scenario.

4. **INTEGRITY PACT:**

4.1. The Pact essentially envisages an agreement between the prospective vendors / bidders and MDL committing the persons / officials of both the parties, not to exercise any corrupt influence on any aspect of the contract.

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

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

4.4. Bidders shall fill in the details and submit signed copy of the Integrity Pact, as per format enclosed at **Enclosure-8** in the Techno-Commercial Bid (Part-I).

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

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

4.7. **INTEGRITY PACT BANK GUARANTEE (IPBG):**

- a) Bidders shall furnish IPBG of **₹5,00,000/- (Rupees Five Lakh Only)**, in the form of Bank Guarantee as per format at **Enclosure-8** or Demand Draft drawn in favour of MAZAGON DOCK SHIPBUILDERS LIMITED. The Bank Guarantee or the Demand Draft should be from an Indian Nationalised Bank/Scheduled Bank/ICICI Bank/Axis Bank/HDFC Bank Ltd.
- b) The Integrity Pact Bank Guarantee should be valid up to and including 45 days after the validity of the commercial offer. However, bidders will be required to extend the Integrity Pact Bank Guarantee, as and when required by Mazagon Dock Shipbuilders Limited.
- c) **In the case of the successful bidder, validity of the Integrity Pact Bank Guarantee will be extended upto the satisfactory completion of the contract. IPBGs of unsuccessful bidders shall be returned after placement of the Purchase Order on the successful bidder(s).**

- d) The Bank Guarantee or the Demand Draft in respect of the IPBG shall be enclosed along with the Techno-Commercial Bid (Part-I).

5. **PRE-BID CONFERENCE:**

5.1. A Pre-Bid conference will be held at **1030 Hrs on Tuesday, 25 April 2017** in the Conference Room, Technical Services Dept, 1st Floor, Admin Building, Alcock Yard, Mazagon Dock Shipbuilders Limited, Dockyard Road, Mumbai. Bidders may send their queries in writing either by email to **estate@mazdock.com** or send them by post/courier to the address below at least 48 hrs prior to the Pre-bid meet.

**Deputy General Manager (Estate),
Secretarial, Legal & Estate Department
6th Floor, Mazdock House,
Mazagon Dock Shipbuilders Limited,
Dockyard Road, Mumbai – 400010 (INDIA).**

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

6. **EARNEST MONEY DEPOSIT:**

6.1. Bidder shall submit an Earnest Money Deposit (EMD) of ₹10,00,000/- (Rupees Ten Lakh Only) through Electronic Mode (NEFT/RTGS) to MDL. Details of MDL's Account are as under:

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

6.2. Bidder, while making the electronic transfer, should specifically mention the details of company name as well as nature of remittance (EMD), TENDER number etc. in the text/narration fields of Bank's NEFT remittance in order to identify the same. The format at **Enclosure-1** is required to be filled up by the Bidder and submit along with Part-I Techno-Commercial Bid.

6.3. EMD of bidder(s), who are technically not accepted, shall be returned without interest within 10 working days after the intimation of non-acceptance.

6.4. EMD of unsuccessful bidder(s) shall be returned after finalisation of selection process.

6.5. EMD of successful bidder(s) will be converted into Security Deposit without interest and shall be returned on execution of the Agreement and handing over of all the flats.

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

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

- b) If the successful Bidder declines to execute the Agreement or delay in handing over of all the flats beyond the period as mutually agreed.

6.7. No Interest will be payable on amount of EMD.

7. **VALIDITY PERIOD:**

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

7.2. During the validity period of the offer, the bidder should not withdraw / modify the offer in terms of price and other terms and conditions quoted in the technical requirement and price Quotation.

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

8. **PRE-QUALIFICATION CRITERIA:**

8.1. The offers shall be from reputed builders/developers/promoters having experience in construction of residential flats and who are fulfilling all the pre-qualification criteria as stipulated under:

- a) The Builder/Developer/Promoter shall have been in the business of construction of residential/commercial buildings for a minimum period of 05 years as on the date of the Tender. The bidder has to submit suitable documentary proof in this regard.
- b) The Builder/Developer/Promoter shall have an average annual turnover of ₹7.80 Crore during the last three financial years ending on **31 Mar '16**. The bidder has to submit copies of audit certified Balance Sheets and Profit & Loss Accounts for the last three financial years ending on **31 Mar '16**.
- c) The Builder/Developer/Promoter shall have completed and sold at least 3 projects of minimum 12 flats each in the last 5 years. The bidder has to submit building sanction/CC/OC of these projects.
- d) The Builder/Developer/Promoter shall have completed and sold at least 40000 Sq.Ft. of built-up area over the last 03 years. Documentary proof to be attached.
- e) Bids shall be for not less than 32 Nos.1BHK Flats admeasuring 350-450 Sq.ft.

9. **SUBMISSION OF TENDER:**

9.1. The Tender Documents duly filled along with legible copies of all supporting documents shall be submitted as under:

9.2. **Envelope marked as I:** Techno-Commercial bid (Page 1-20), duly completed in all respects to be put in this envelope & sealed and superscribed as Techno-Commercial Bid (Part-I). Following documents are to be enclosed in this envelope:

- a) Tender Document (**Pages 1-12**) along with Enclosures -1, 2, 3, 4, 5 & 6, duly **signed & stamped** by authorised person confirming acceptance of all the terms & conditions stipulated in the Tender.
- b) Receipt for Earnest Money Deposit of ₹10,00,000/-
- c) Copy of sanctioned plan and layout.
- d) Copy of Occupancy Certificate of the building(s) issued by the Competent Authority.
- e) Site Plan Copy.
- f) Bidder's constitution documents like Articles of Association & Memorandum of Association/Partnership Deed/Proprietorship registration document etc. or any other related documents specified by MDL.
- g) NOC from the Bank/Financial Institution in case any financial assistance has been availed for the purchase of the land and/or construction of flat/building.
- h) Structural Stability Certificate from licensed Structural Engineer of Municipal Corporation/Local Authority.
- i) Bank details for payment by NEFT/RTGS/ECS at **Enclosure-2**, duly filled in, signed & stamped by the bidder and authenticated by the Banker.
- j) Declaration duly typed on Bidder's letterhead, signed & stamped as per **Enclosure-3**.
- k) Certification duly typed on Bidder's letterhead, signed & stamped as per **Enclosure-4**.
- l) General & Technical Information, duly filled in, signed & stamped by the Bidder as per **Enclosure-6**.
- m) All the proofs necessary for prequalification as indicated in the Clause No. 7.
- n) Integrity Pact duly filled & completed in all respects (**Pages 22-40**) & Integrity Pact Bank Guarantee of `5.0 Lakh as per format at **Enclosure-8**.

9.3. **Envelope marked as II:** Price Bid Part-II (**Page 21**) **Enclosure-7** duly filled in, to be put in this envelope & sealed and marked as Price Quotation. The Price bid (s) of only such bidder will be opened who qualify after the stipulated evaluation process.

9.4. **Envelope marked as III:** The above two sealed envelopes nos. I & II are to be placed in this Envelope & sealed and superscribed as under:

“Offer for 32 Nos. 1 BHK Flats admeasuring 350-450 Sq.Ft. on Outright Basis at Navi Mumbai”

9.5. The application/offers should be addressed to **Deputy General Manager (Estate), Mazagon Dock Shipbuilders Limited, Dockyard Road, Mumbai-400010** and dropped in the **TENDER BOX** kept at the Reception Centre near the Main Gate.

10. OPENING OF TENDER:

10.1. **Part-I (Techno-Commercial Bid):** Part-I will be opened at **1500 hrs on 12 May '17** in Estate Management Section, 6th Floor, Mazdock House, Mazagon Dock Shipbuilders Limited, Dockyard Road, Mumbai – 400010. Bidder(s), who wish to remain present during the Tender (Part-I) opening, should nominate on their **company letterhead** the name and designation of one person authorised to remain present at the time of opening the Tender and send this letter so as to reach the undersigned at least one working day prior to the closing date of the Tender.

10.2. **Part-II (Price Bid):** After completion of evaluation of the Technical bid, intimation for opening of Part-II of the Tender will be communicated only to technically accepted Bidder. Such intimation may be given at a short notice by Fax, E-mail or even by telephone, only to the technically accepted bidder(s). If any such technically accepted bidder wishes to remain present at the time of opening the Price bid, he may depute one representative with proper authorization letter on their company letterhead.

11. TENDER REJECTION CRITERIA:

11.1. Following Tender shall be **categorically rejected:**

- a) Tender received after the closing date and time.
- b) Tender received without stipulated EMD (bidder should necessarily submit duly filled in format at **Enclosure-1** as documentary evidence of having credited the EMD electronically)
- c) Tender received without Integrity Pact and stipulated Integrity Pact Bank Guarantee.

11.2. Following Tender rejection criteria may render the bidder **Liable for Rejection:**

- a) Bidder's failure to submit sufficient or complete details for evaluation of the Tender even after given reasonable time by MDL. The overall time allowed shall not exceed 03(Three) weeks.
- b) Incomplete/misleading/ambiguous Tender in the considered opinion of MDL.
- c) Tender with technical requirements and or terms not acceptable to MDL.
- d) Application received without pre-qualification documents where required as per the Tender.

- e) Bid not meeting the pre-qualification parameters stipulated in the Tender enquiry.
- f) Validity period indicated by bidders is shorter than that specified in the Tender.

12. **TERMS OF PAYMENT:**

12.1. MDL Payment Terms shall be as under:

- a) 85% of the consideration amount shall be paid after the execution of "Agreement of Sale".
- b) 10% of the consideration amount shall be paid after handing over of the flats in all respects as per the terms of the "Agreement of Sale".
- c) 5% of the consideration amount (without any interest) will be withheld as Retention Money and shall be paid after completion of the Defect Liability Period. However, in case of execution of Conveyance Deed, as per para 3.21, the bidder shall submit Bank Guarantee in lieu of 5 % of the consideration amount towards Defect Liability Period.

12.2. All payment(s) due to the vendor shall be made through RTGS/NEFT/ECS based on the bank mandate provided as per **Enclosure-2**.

13. **DEFECT LIABILITY PERIOD:**

13.1. The Defect Liability Period shall be One Year from the date of actual handing over of all the flats. In case the flats are handed over to MDL in stages, the date of handing over of flats in the last stage shall be considered for reckoning the commencement of Defect Liability Period.

13.2. The successful bidder will have to rectify any defects, structural repairs (external or internal), leakages etc. in the flats either by way of bad material or workmanship during the Defect Liability Period at no extra cost to MDL.

13.3. The Retention Money withheld, as stipulated above, shall be forfeited in case the bidder fails to undertake rectification of the defects notified by Estate Management Section of MDL within mutually agreed period.

14. **EVALUATION OF TECHNICAL BID:**

14.1. The Technical bid shall be evaluated by adopting a system of Combined Quality Cum Cost Based System (CQCCBS). The salient features of the evaluation system are as under:

- a) *All the offers received will be screened and short listed by a constituted Committee of MDL based on the requirements specified vis-à-vis the details submitted by the bidders and inspection carried out of the offered sites. All such short listed offers will be inspected and examined by the Committee and evaluated on various parameters. The detailed list and maximum marks assigned to each parameter are as under.*

Assessment Parameters		
Sr. No.	Parameter	Maximum Marks
1.	Distance of the flats from MDL, Dockyard Road i) Up to 30 KM (20 Marks) ii) Beyond 30 KM and up to 40 KM (12 Marks) iii) Beyond 40 KM and up to 50 KM (06 Marks)	20
2.	Exclusivity of flats offered i) Fully exclusive building (20 Marks) ii) Flats spread over 02 buildings in the same complex (15 Marks) iii) Flats spread over more than 02 buildings in the same complex (12 Marks) iv) Flats spread over 02 buildings but in different complexes/localities within a distance of maximum 2 KM (09 Marks) v) Flats spread over more than 02 buildings but in different complexes/localities within a distance of maximum 2 KM (06 Marks) vi) Flats spread over more than 02 buildings but in different complexes/localities beyond a distance of 2 KM (0 Mark)	20
3.	Quality of construction, specification of internal fixtures/finishing items i) Very Good (Compliance of up to 90% of the Specifications for the Flats) - 20 Marks ii) Good (Compliance of up to 80% of the Specifications for the Flats) - 15 Marks iii) Average (Compliance of up to 70% of the Specifications for the Flats)- 10 Marks iv) Poor (Compliance of less than 70% of the Specifications for the Flats)- 0 Mark	20
4.	Status of completion of the project i) Ready Possession with all municipal approvals including Occupancy Certificate (13 Marks) ii) Possession available with all municipal approvals except Occupancy Certificate which will be applied and obtained within 04 months' time from the date of opening of techno-commercial bid (05 Marks)	13
5.	General amenities viz., Parking, Power Back up, Elevators, Security, Garden, Children's Play area i) Flats with all the amenities listed above – (12 Marks) ii) Flats with lesser amenities – Marks will be allotted on pro-rata basis iii) (If only 04 out of the 06 listed amenities are available, marks allotted will be $4/6 \times 12$)	12
6.	Location(preferably proximity to railway station, hospital, schools, bank, market within distance of 5 Km) i) Location within a distance of 5km from railway station, hospitals, schools, banks& market (15 Marks) ii) Location beyond a distance of 5km from railway station, hospitals, schools, banks& market (05 Marks)	15
Total		100

15. EVALUATION METHODOLOGY:

15.1. Bidders are advised to note that evaluation of offers will be under Combined Quality cum Cost Based System (CQCCBS).

15.2. *The methodology under this system will be as under:*

- a) Preliminary evaluation of the techno-Commercial bid will be done to ensure that the bidders fulfil the basic selection criteria as per detailed terms and conditions specified in the tender.
- b) The techno-commercial offer will thereafter be subjected to detailed evaluation by allotting marks on various parameters/criteria prescribed in the Tender document to arrive at the qualifying marks.
- c) The Price bid of only those bidders, who qualify technically by obtaining a minimum qualifying mark of 60% in their technical evaluation, will be opened.
- d) The bidder who obtains the highest marks in the Techno-Commercial bid shall be assigned a Technical Score of 100 and the other bidders shall be given Technical Scores inversely proportional to the marks obtained by them.
- e) Similarly, the Price bid of the bidder with the lowest quoted rate shall be assigned a Financial Score of 100 and the other bidders shall be assigned Financial Scores inversely proportional to their quoted rates.
- f) Technical Scores obtained by the qualified bidders shall be allotted a weightage of 60%, whereas, the Financial Scores obtained shall be allotted a weightage of 40%.
- g) Thus, the total score (out of 100 marks), hereafter, termed as the Combined Score, shall be obtained by adding the weighted Technical and weighted Financial Scores.
- h) On the basis of the Combined Scores obtained, the bidders shall be ranked. The bidder obtaining the highest Combined score will be ranked as L-1 followed by the bidder securing lesser marks as L-2, L-3 etc. The bidder securing the highest Combined score and ranked as L-1 will be invited for negotiation, if required, and shall be considered for awarding the contract/order. The formula for working out the combined score will be as under:

$$\text{Combined Score} = 0.6 \times \text{Technical Score} + 0.4 \times \text{Financial Score}$$

Illustrative Example:

Bidder	Marks obtained in Technical Requirement	Rate Quoted per Sq. Ft. of Carpet Area
A	85.0	10500
B	79.0	10000
C	70.0	8000
D	75.0	9000

For the purpose of evaluation, the four bidders will be given scores as under:

Bidder	Technical Score	Financial Score	Combined Score	Rank
A	100.00	76.19	90.48	L-1
B	92.94	80.00	87.76	L-4
C	82.35	100.00	89.41	L-2
D	88.24	88.89	88.50	L-3

In the above example, Bidder 'A' is the successful bidder and L-1. MDL may purchase flats from the L-1 bidder after due evaluation and negotiation, if required. In case, the complete requirement of flats is not fulfilled by the L-1 bidder, MDL may purchase flats from L-2 at the rate agreed by L-1 multiplied by the percentage of technical score obtained by L-2 or the actual rate quoted by L2 in the Price Quotation, whichever is lower. If the requirement is still not fulfilled, then MDL may purchase flats from L-3 also at the rate agreed by L-1 multiplied by percentage of technical score obtained by L-3 or the actual rate quoted by L3 in the Price Quotation whichever is lower. In case there is a tie between two bidders they will be asked to furnish their revised rates in a sealed cover.

16. EXECUTION OF AGREEMENT:

- 16.1. On completion of the due process of selection of the successful Bidder(s), the Bidder(s) shall have to execute an "Agreement of Sale" within **30 days** after receipt of intimation from MDL.
- 16.2. The payment of Stamp Duty & Registration Fee shall be borne by MDL. All other incidental expenses, if any, in connection with the process of execution of the Agreement shall be borne by the successful Bidder(s).
- 16.3. All the flats as per the "Agreement of Sale" shall have to be handed over to MDL by the successful Bidder within 15 days from the date of execution of the Agreement.

17. Contact Person: For any further details/queries bidder may contact Shri. D.B. Vispute, Deputy General Manager (Estate), [Tel:022-23764303/4320](tel:022-23764303/4320), M:9820509696.

We look forward to your participation in the tender by offering your most competitive and reasonable bid.

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

Dy. General Manager
Estate Management Section

Enclosures:

1.	Enclosure-1	-	MDL Bank Account Details for Online Remittance of EMD/Security Deposit
2.	Enclosure-2	-	RTGS/NEFT/ECS – Mandate Authorisation Form
3.	Enclosure-3	-	Declaration
4.	Enclosure-4	-	Certificate from the Owner/s
5.	Enclosure-5	-	Norms/Guidelines for the Flats
6.	Enclosure-6	-	General & Technical Information
7.	Enclosure-7	-	Price Bid (Part-II)
8.	Enclosure-8	-	Integrity Pact& IPBG Format

Enclosure-1

MAZAGON DOCK SHIPBUILDERS LIMITED
DOCKYARD ROAD
MUMBAI - 400010

1. MDL'S BANK ACCOUNT DETAILS:

NAME OF BANK A/C HOLDER : **MAZAGON DOCK SHIPBUILDERS LTD**
 BANK AND BRANCH : **STATE BANK OF INDIA, MAZAGON BRANCH, MUMBAI**
 BANK ACCOUNT NO : **10005255246**
 IFSC CODE : **SBIN0009054**

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

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

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

Signature of Bidder

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

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

Enclosure-2**RTGS/NEFT/ECS - MANDATE AUTHORISATION FORM**

1.	VENDOR NAME	:	
2.	PAN NO	:	
3.	VENDOR ADDRESS	:	
4.	VENDOR'S TELEPHONE/FAX	:	
5.	E-MAIL ADRESS	:	
6.	BANK NAME	:	
7.	BANK ADDRESS	:	
8.	ACCOUNT NUMBER	:	
9.	ACCOUNT TYPE	:	
10.	NEFT CODE	:	
11.	RTGS CODE	:	
12.	MICR CODE	:	
13.	VAT NO.	:	
14.	CST NO.	:	
15.	EXCISE NO.	:	
16.	SERVICE TAX NO.	:	

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

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

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

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

Enclosure-3**DECLARATION***(To be typed on Bidder's letterhead and submitted)*

I/We further declare, confirm and undertake:

- (a) That the flat has clear marketable title and the premises are free from all court cases, litigation, execution proceeding, attachment and is free from any or all kind of dispute, whatsoever in nature.
- (b) That the flat/property will be delivered mortgage free, at the time of registration.
- (c) That the drafts of all documentation for transfer of title in favour of Mazagon Dock Shipbuilders Limited, which may be finalized by MDL and its solicitors/lawyers, shall be final and binding on me/us.
- (d) That all the outgoing and other expenses will be borne by MDL from the date of handing over of possession of the flat or conclusion of the sale transaction, whichever is later. Any expenditure/expenses pertaining to a period prior to the said date will be borne by me/us.
- (e) To furnish the No Dues Certificate / NOC from the concerned Society, for which the entire payment will be made by me/us, if applicable.
- (f) That the transfer fees or any other charges or contributions or outgo and all other expenses demanded by and / or payable for transfer of the offered flats to the Society, or to any other entity/authorities etc. incurred by either parties shall be borne and paid by me/us alone.
- (g) I/We am/are aware that MDL is not bound to accept the lowest or any or all the Tender and will not be required to give any reason for rejecting any Tender
- (h) The form which is downloaded from the website has not been changed or corrected in any manner, and all the conditions as appearing in the original will be treated as valid.
- (i) That all the terms and conditions specified in this Tender Form are acceptable to me/us and that all the required details have been furnished in the appropriate blank places.
- (j) That there is no mention of any financial details in the Techno-Commercial bid or anywhere else other than the Price bid, and that there are no technical and commercial conditions in the Price bid.
- (k) I/We am/are aware that the evaluation done by MDL under CQCCBS is at the sole discretion of MDL and is final and binding on me/us.
- (l) That the following documents as per the requirement of MDL or its solicitors/advocates will be provided:
 - i) Sale deed or any other title documents through which the offered property was purchased by me/us as earlier.
 - ii) All original chain documents pertaining to the property.
 - iii) Receipt of payment of latest Society charges, Electricity Bill, if applicable, and any other charges.
 - iv) Receipt for payment of Municipal taxes.
 - v) Non-encumbrance Certificate and any other document required for effective transfer of the flat/s to MDL.
- (m) My/our offer is open for acceptance for a period of **180 Days** from the date of opening of technical bid.
- (n) I/We, the undersigned am/are submitting this offer as per the directions given in the instructions/Tender document and I/we have understood the instructions fully.
- (o) That if MDL selects my flat/s offered under this Tender, I undertake that on receipt of the consideration amount, I shall transfer the title of flat/s in favour of MDL and shall execute deeds/documents as per the format of MDL.
- (p) That I further, undertake that during the pendency of aforesaid transfer, I shall not deal with the flat/s with any other person in any manner whatsoever.

Place:**Date:****SIGNATURE OF BIDDER WITH SEAL**

Name of the signatory/authorized signatory

Enclosure-4

Certificate from the Owner/s

(To be typed on Bidder's letterhead and submitted)

I/We _____(Name) M/s. _____
(Name/Company/ Body/Firm) hereby certify that I/we are the owners of the flats/property as described at

(Address)

and are legally entitled to sell the subject flat(s).

Signature of the Owner

I / We declare that the information furnished above is true and correct and conforms to MDL's specifications.

Signature of Bidder.

Enclosure-5**Norms/Guidelines for the Flats**

1.	Carpet Area of Flats	350-450 Sq.Ft.
2.	Location	Navi Mumbai
3.	Distance from MDL	Maximum of 50 KM
4.	Specifications	<p>(a) Structure:</p> <ul style="list-style-type: none"> • RCC frame structure designed for seismic zones • Masonry with conventional/solid bricks/blocks <p>(b) Plaster:</p> <ul style="list-style-type: none"> • Internal walls smoothly plastered with damp proof putty <p>(c) Painting/Polishing:</p> <ul style="list-style-type: none"> • Interiors: Washable acrylic distemper • Exteriors: Acrylic • Enamel Paint for MS safety grills (if provided) and for all internal doors • Melamine polish for Main Door <p>(d) Flooring:</p> <ul style="list-style-type: none"> • Vitrified tiles of minimum 2' x 2' for all the areas except bathrooms/toilets. <p>(e) Toilets/Bathrooms:</p> <ul style="list-style-type: none"> • Anti-skid ceramic tiles on floor of minimum 1' x 1' • Ceramic tiles on dado (up to 7' height) • Provision for electrical geyser in bathroom • Bakelite Shutter Doors • Wash Basin in Toilet/Bathroom or provided separately <p>(f) Bedroom:</p> <ul style="list-style-type: none"> • Minimum bedroom size of 12' x 10' <p>(g) Doors and Windows:</p> <ul style="list-style-type: none"> • Main Door with 1st class seasoned wooden frame with flush shutter finished with veneer or laminate • Brass hardware with night latch and magic eye for main door • Other doors with 1st class seasoned wooden frame or marble frame with commercial flush shutter • Anodised/powder coated Aluminum sliding/openable windows with marble frames. <p>(h) Kitchen:</p> <ul style="list-style-type: none"> • Granite kitchen platform with stainless steel sink • Tile cladding above kitchen platform upto minimum 2' height <p>(i) Provision:</p> <ul style="list-style-type: none"> • Water purifier point in Kitchen • Washing machine point in utility area. <p>(j) Electrical:</p> <ul style="list-style-type: none"> • TV point in Living Room • Fan, light and power points in all the rooms • Telephone point in Living Room • Modular switches with Fan regulators • MCB in main distribution box <p>(k) Plumbing:</p> <ul style="list-style-type: none"> • Water supply lines of GI/CPVC • CP Brass fittings

Enclosure-6**GENERAL & TECHNICAL INFORMATION**

Sr	Details	Remarks
1.	Details of Bidder	
	(i) Name of the Bidder	
	(ii) Address of the Bidder	
	(iii) Phone No.	
	(iv) Fax No.	
	(v) E-Mail ID	
	(vi) Permanent Account No. (PAN)	
	(vii) Name of the contact person duly authorized.	
	(viii) Phone No.	
	(ix) Constitution of Bidder/ firm (Proprietary / Partnership / Private / Pvt. Ltd. / Public Ltd/ PSU etc)	
	(x) PAN numbers of the Directors/ Partners/ Firms.	
2.	Details of the property :	
	(i) Name of the Owner	
	(ii) Address :	
	(iii) Phone No.	
	(iv) Name of the building	
	(v) Details of encumbrances, if any?	
	(vi) Location and address of the property	
	(vii) Usage of the property (as approved by the Competent Authority). a. Residential b. Residential cum Commercial	
	(viii) CTS No	
	(ix) Survey No	
	(x) Ward No	
	(xi) Whether the plot is free hold or lease hold?	
	(xii) If lease hold, please mention the details of a. Name of the Title Holder/ Bidder b. Tenure of the land c. Residual lease period d. Annual lease rents and amount.	
	(xiii) Whether the property is mortgaged? If yes mention the details. a. Name of the Organization where the property is mortgaged. b. Address of the Organization with phone no. c. Amount of loan availed. d. Tenure of mortgage e. Residual mortgage period f. EMI paid.	
	(xiv) Character / Type of locality a. Residential b. Residential cum Commercial	
	(xv) Area of the plot	
	(xvi) Size of the plot	

	a. Frontage in meters b. Depth in meters	
	(xvii) Schedule of the plot i.e. boundaries of the plot on a. North b. East c. South d. West	
	(xviii) Whether the locality is free from Special hazards like fire / flood etc.	
	(xix) Whether the locality has protection from adverse influence such as a. Encroachment. b. Industrial nuisance, smoke, noise etc.	
	(xx) Please enclose copy of Property Card or Patta etc.	
	(xxi) Please also indicate distance from the nearest a. Railway (local) station b. Bus Stand c. Bank (Nearest) d. Airport e. Hospital/ Schools/ Colleges/ Universities.	
	(xxii) Year of construction. Enclose a attested copy of NOC or Occupancy certificate issued by the Municipal Authority or any other Government Bodies.	
	(xxiii) In case of old constructions, NOC from the Society may be enclosed	
	(xxiv) Mention year of completion (as given in Completion Occupancy Certificate issued by the Authority)	
	(xxv) Indicate in whose name the conveyance deed is executed.	
	(xxvi) What is the carpet area (for consideration purpose).	
3.	Specifications	
	(i) Type of building (Residential/Semi commercial)	
	(ii) Type of structure (RCC / Steel framed/ load bearing).	
	(iii) Type of wall (Brick/ Cement block). Mention thickness of external wall and internal partition wall.	
	(iv) Details of Flooring (M.M.Tiles/ Ceramic/ Vitrified/ Marble) or any other.	
	(v) Details of Door frames (Sal wood/ Teak Wood/ Hard wood/Aluminum) or any other.	
	(vi) Details of Door shutters (Flush door/ Teak wood/ Aluminum / PVC) or any other.	
	(vii) Details of Window frames (Sal wood/Teak Wood/ Hard wood/ Aluminum) or any other.	
	(viii) Details of window shutters (Teak wood /	

	Aluminum / steel) or any other with security grills or without security grills.	
	(ix) No of toilets in each flat.	
	(x) Details of Floors and Dado in Toilets.	
4.	Whether Structural stability certificate enclosed (Certificate shall be from Licensed Structural Engineer of Municipal Corporation)	
5.	Service	
	(i) If Lift facility is available, please give details of Number of lifts, capacity, make and the year of installation.	
	(ii) Please indicate source of water supply.	
	(iii) Capacity of the over head& underground tanks feeding to the building(s) in which the flats are under consideration for purchase.	
	(iv) Please give details of sewerage system and for storm water disposal.	
	(v) Please indicate whether the building is prone to flooding.	
6.	Electricity	
	(i) What is the connected load to the building in KW / KVA?	
	(ii) Type of electric connection (Commercial/Domestic)	
	(iii) Please indicate the type of wiring used, Aluminum or Copper?	
	(iv) Whether ELCB is provided? (Yes/No)	
7.	Whether Security arrangements available, please give details.	
8.	Other Information	
9.	Whether any ready built flats / Office premises have been constructed and sold by the builder to any government and semi government institutions/Financial institutions? If so please give name and addresses of such clients.	
10.	Details of Plan / Blue Prints / Sanctioned Plan (i) Whether the plan of the property is sanctioned by the Competent Authority. (ii) If sanctioned, please enclose copy of approved Floor Plan/s, Sections, Elevations and Site Plan of the building. (iii) Name/s and Address Phone No. of the Architect / Engineer. (iv) Provision for proper arrangement of fire safety. Is No Objection certificate obtained / Secured from fire control authorities? If yes, produce copies of proof / certificates.	

Date : _____ Signature of Bidder with seal

Place :

Enclosure-7**PART-II
PRICE BID***(To be typed on Bidder's letterhead & submitted)*

Sub:	TENDER for Purchase of 32 Nos. 1 BHK Flats admeasuring 350-450 Sq.Ft. on Outright Purchase at Navi Mumbai
Ref:	Tender No. MDL/EMS/Flats/CISF/01 dated 07 Apr '17

Sr. No.	Location	No. of Flats offered	Floor No. and Flat No.	Carpet Area of each Flat	Rate per Sq.Ft. of Carpet Area - inclusive of all taxes except Registration & Stamp Duty charges (₹ in figures & words)	Total Amount (₹ in figures & words)

Notes:

- (i) Flats with same Carpet Area may be indicated in one row. However, flats with different Carpet Area, even though located in the same building, are to be indicated separately.
- (ii) Bidders shall quote the rates excluding Registration & Stamp Duty charges.
- (iii) The various percentages of taxes included in the above rates for taxes viz., VAT, Service Tax etc. are required to be indicated.

INTEGRITY PACT

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

And

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

Preamble

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

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

Section 1 - Commitments of the Principal/Buyer:

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

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

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

e) The Bidder(s)/Contractor(s) will not, directly or through any other persons or firm, offer promise or give to any of the Principal/Buyer's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage or any kind whatsoever during the tender process or during the execution of the contract.

f) The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal.

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

g) The Bidder(s)/Contractor(s) will not commit any offence under the relevant Anti Corruption Laws of India; further the Bidder(s)/Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to other, any information or document provided by the Principal/Buyer as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

h) The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. All payments made to the Indian Agent/representative have to be in Indian Rupees only. Further details as mentioned in the "Guidelines of Indian Agents of Foreign suppliers" shall be disclosed by the Bidders(s)/Contractor(s). Copy of the "Guidelines on Indian Agents of Foreign Suppliers" as annexed and marked as Annexure-A.

i) The Bidder(s)/Contractor(s) will when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

j) The Bidder (s)/Contractor(s), their agents, representatives shall not do such things so as to interfere with the procedures laid down in the Principal/Buyer's tender containing the Standard Terms and Conditions (STAC) and General Terms and Conditions (GT&C) in respect of procurement contracts for goods, services and civil works.

- k) The Bidder commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- (2) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

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

- 1) If the Bidder(s)/Contractor(s) has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal/Buyer is entitled also to exclude the Bidder(s)/Contractor(s) from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder(s) and the amount of the damage. The exclusion will be imposed for a minimum of six months and maximum of five years, which may be further extended at the discretion of the Principal/Buyer.
- 2) A transgression is considered to have occurred, if the Principal/Buyer after due consideration of the available evidence, concludes that no reasonable doubt is possible.
- 3) The Bidder (s) accepts and undertakes to respect and uphold the Principal/Buyer's absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining legal advice.
- 4) If the Bidder(s)/Contractor(s) can prove that he has restored/ recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Buyer may revoke the exclusion prematurely.

Section 4 - Sanctions for Violation:

- (1) Any breach of the aforesaid provisions by the Bidder or any one employed by him or acting on his behalf (whether with 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 **₹5,00,000/- (Rupees Five Lakh Only)** in favour of the Principal/Buyer in Indian Rupees/Foreign Currency.
1. Guarantee will be from an Indian Nationalized Bank/Scheduled Bank in case of Indigenous Bidders. For Foreign Bidders, Bank Guarantee shall be from a Bank of International repute as updated by SBI from time to time, promising payment of the guaranteed sum to MAZAGON DOCK SHIPBUILDERS LIMITED (MDL/Principal/Buyer), on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the Principal/ Buyer shall be treated as conclusive proof for payment. A Model Bank Guarantee format is enclosed.
- (2) The Integrity Pact Bank Guarantee (IPBG) shall be valid upto and including 45 days after the validity of commercial offer. However, bidders will be required to extend the Integrity Pact Bank Guarantee, as and when required by the Principal/Buyer. In the case of the successful bidder, validity of the Integrity Pact Bank Guarantee will be extended upto the satisfactory completion of the contract, Integrity Pact Bank Guarantee shall be returned promptly in case of unsuccessful bidders.
- (3) In the case of successful bidder a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the Principal/Buyer to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- (4) The provisions regarding Sanctions for violation of Integrity Pact include forfeiture of Performance Bond in case of a decision by the Principal/Buyer to forfeit the same without assigning any reason for imposing sanction for violation of Integrity Pact.

- (5) No interest shall be payable by the Principal/Buyer to the Bidder(s) on Earnest Money/Security Deposit for the period of its currency.

Section 6 - Previous Transgression:

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

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

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

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

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

Section 9 - Independent External Monitor/Monitors:

- (1) The Principal/Buyer appoints competent and credible independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairman & Managing Director of the Principal/Buyer.
- (3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all project documentation of the Principal/Buyer including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality.

- (4) The Principal/Buyer will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations, between the Principal/Buyer and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal/Buyer and request the Management to discontinue or take corrective action, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. However, the Monitor shall give an opportunity to the Bidder(s)/Contractor(s) to present its case before making its recommendation to the Principal/Buyer.
- (6) The Monitor will submit a written report to the Chairman & Managing Director of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the Principal/Buyer and, should the occasion arise, submit proposals for correcting problematic situations.
- (7) Monitor shall be entitle to compensation on the same terms as being extended to / provided to Independent Directors on the Board of Principal/Buyer.
- (8) If the Monitor has reported to the Chairman & Managing Director of the Principal, a substantiated suspicion of an offence under relevant Anti Corruption Laws of India and the Chairman & Managing Director of the Principal/Buyer has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- (9) The word 'Monitor' would include both singular and plural.

Section 10 - Pact Duration:

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

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

Section 11 - Other provisions:

- (1) This agreement is subject to Indian Law, place of performance and jurisdiction is the Registered Office of the Principal/Buyer, i.e. Mumbai. The Arbitration clauses provided in the main tender document/ contract shall not be applicable for any issue/dispute arising under this Integrity pact.
- (2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- (3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

- (4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

Section 12 – Fall Clause:

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

For & on behalf of
MAZAGON DOCK SHIPBUILDERS
LIMITED

For & on behalf of Bidder/Contractor

Office Seal

Office Seal

Place _____

Place _____

Date _____

Date _____

Witness 1:
(Name & Address)

Witness 1:
(Name & Address)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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1.	Introduction
2.	Scope
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5.	Suspension of Business Dealings
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12.	Circulation of the names of Agencies with whom Business Dealings have been banned

1. Introduction

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

2. Scope

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

3. Definitions

In these Guidelines, unless the context otherwise requires:

- i) 'Bidder / Contractor / Supplier / Purchaser / Customer' shall mean and include a public limited company or a private limited company, a firm whether registered or not, an individual, a cooperative society or an association or a group of persons engaged in any commerce, trade, industry, etc. 'Bidder / Contractor / Supplier / Purchaser / Customer' in the context of these guidelines is indicated as 'Agency'.

- ii) 'Inter-connected Agency' shall mean two or more companies having any of the following features:
 - a) If one is a subsidiary of the other.
 - b) If the Director(s), Partner(s), Manager(s) or Representative(s) are common;
 - c) If management is common;
 - d) If one owns or controls the other in any manner;
- iii) 'Competent Authority' and 'Appellate Authority' shall mean the following:
 - a) Functional Director shall be the 'Competent Authority' for the purpose of these guidelines. CMD, MDL shall be the 'Appellate Authority'.
 - b) CMD, MDL shall have overall power to take suo-moto action on any information available or received by him and pass such order(s) as he may think appropriate, including modifying the order(s) passed by any authority under these guidelines.
- iv) 'Investigating Department' shall mean any Department or Unit investigating into the conduct of the Agency and shall include the Vigilance Department, Central Bureau of Investigation, the State Police or any other department set up by the Central or State Government having powers to investigate.
- v) 'List of approved Agencies - Bidder / Contractors / Suppliers / Purchasers / Customers shall mean and include list of approved / registered Agencies - Bidder / Contractors / Suppliers / Purchasers / Customers, etc.

4. Initiation of Banning / Suspension

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

5. Suspension of Business Dealings

- 5.1. If the conduct of any Agency dealing with MDL is under investigation by any department, the Competent Authority may consider whether the allegations under investigation are of a serious nature and whether pending investigation, it would be advisable to continue business dealing with the Agency. If the Competent Authority, after consideration of the matter including the recommendation of the Investigating Department, if any, decides that it would not be in the interest to continue business dealings pending investigation, it may suspend business dealings with the Agency. The order to this effect may indicate a brief of the charges under investigation. If it is decided that inter-connected Agencies would also come within the ambit of the order of suspension, the same should be specifically

stated in the order. The order of suspension would operate for a period not more than six months and may be communicated to the Agency as also to the Investigating Department. The Investigating Department may ensure that their investigation is completed and whole process of final order is over within such period.

- 5.2. The order of suspension shall be communicated to all Commercial Departmental Heads. During the period of suspension, no business dealing may be held with the Agency.
- 5.3. As far as possible, the existing contract(s) with the Agency may continue unless the Competent Authority, having regard to the circumstances of the case, decides otherwise.
- 5.4. If the gravity of the misconduct under investigation is very serious and it would not be in the interest of MDL, as a whole, to deal with such an Agency pending investigation, the Competent Authority may order suspension of business dealing with Agency and send his recommendation to Chief Vigilance Officer (CVO), MDL alongwith the material available, copy of which may be issued to the Agency concerned with intimation to CVO MDL. Such an order would operate for a period of six months from the date of issue.
- 5.5. If the Agency concerned asks for detailed reasons of suspension, the Agency may be informed that its conduct is under investigation. It is not necessary to enter into correspondence or argument with the Agency at this stage.
- 5.6. It is not necessary to give any show-cause notice or personal hearing to the Agency before issuing the order of suspension. However, if investigations are not complete in six months time, the Competent Authority may extend the period of suspension by another three months, during which period the investigations must be completed.

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

- 6.1. If the security consideration, including questions of loyalty of the Agency to the State, so warrants;
- 6.2. If the Director / Owner of the Agency, proprietor or partner of the firm, is convicted by a Court of Law for offences involving moral turpitude in relation to its business dealings with the Government or any other public sector enterprises or MDL, during the last five years;
- 6.3. If there is strong justification for believing that the Directors, Proprietors, Partners, owner of the Agency have been guilty of malpractices such as bribery, corruption, fraud, substitution of tenders, interpolations, etc;
- 6.4. If the Agency continuously refuses to return / refund the dues of MDL without showing adequate reason and this is not due to any reasonable dispute which would attract proceedings in arbitration or Court of Law;
- 6.5. If the Agency employs a public servant dismissed / removed or employs a person convicted for an offence involving corruption or abetment of such offence;

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

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

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

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

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

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

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

6.11. Based on the findings of the investigation report of CBI / Police against the Agency for malafide / unlawful acts or improper conduct on his part in matters relating to the MDL or even otherwise;

6.12. Established litigant nature of the Agency to derive undue benefit;

6.13. Continued poor performance of the Agency in several contracts;

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

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

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

7. Banning of Business Dealings

7.1. Decision to ban business dealings with any Agency would apply throughout the Company.

7.2. There will be a Standing Committee to be appointed by the CMD which may include HOD of respective Commercial Section/Capital Works/OTS, HOD (M), rep of Legal Deptt. and OIC (SR&R) for processing the cases of "Banning of Business Dealings". The functions of the committee shall, inter-alia include:

- i) To study the report of the Investigating Agency and decide if a prima-facie case for banning exists, if not, send back the case to the Competent Authority.
- ii) To recommend for issue of show-cause notice to the Agency by the concerned department.
- iii) To examine the reply to show-cause notice and call the Agency for personal hearing, if required.
- iv) To submit final recommendation to the Competent Authority for banning or otherwise.

7.3. If the Competent Authority is prima-facie of view that action for banning business dealings with the Agency is called for, a show-cause notice may be issued to the Agency as per paragraph 9.1 and an enquiry held accordingly.

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

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

9. Show-cause Notice

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

- 9.4. If it decides to ban business dealings, the period for which the ban would be operative may be mentioned. The order may also mention that the ban would extend to the interconnected Agencies of the Agency.

10. Appeal against the Decision of the Competent Authority

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

11. Review of the Decision by the Competent Authority

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

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

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

INTEGRITY PACT BANK GUARANTEE (IPBG)

(ILLUSTRATIVE FORMAT)

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

IN CONSIDERATION OF MAZAGON DOCK SHIPBUILDERS LIMITED, a company incorporated under the Companies Act 1956 and having its registered office at Dockyard Road, Mumbai 400010 (hereinafter referred to as the "the Company" which expression shall, unless it be repugnant or contrary to the subject or context thereof, be deemed to mean and include its successors and assigns) having entered into an Integrity Pact No.....dated(hereinafter called "the Pact") with Messers a partnership firm/sole proprietor business/a company registered under the Companies Act, 1956 (strike out whichever is not applicable) having its office at(hereinafter called " the Bidder" which expression shall, unless it be repugnant or contrary to the subject or context thereof, be deemed to mean and include its successors and assigns) for the Bidder's participation in the Tender no.....dated..... (hereinafter called "the tender" which expression shall include any amendments/alterations to "the tender" issued by "the Company") for the supply, delivery at site, installation and commissioning of certain equipment, item/services/civil works etc. and the Bidder having agreed that the Bidder shall furnish a security for the performance of the Bidder's obligation under the Pact and/or discharge of the Bidder's liability in connection with the tender and the Company having agreed with the Bidder to accept a Bank Guarantee as said security, We, Bank having office at (hereinafter referred to as "the Bank" which expression shall includes its successors and assigns) hereby agree to pay to the Company without any demur on first demand an amount not exceeding Rs..... (Rupees.....only) against any loss or damage, costs, charges and expenses caused to or suffered by the Company by reason of non performance and nonfulfilment or for any breach on the part of the Bidder of any of the terms and conditions of the Pact and / or tender.

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

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

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

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

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

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

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

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

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

For Bank
(by its constituted attorney)

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