



माझगांव डॉक शिपबिल्डर्स लिमिटेड

(भारत सरकार का उपक्रम)

राष्ट्र के पोत निर्माता

डॉकयार्ड रोड, माझगांव

मुंबई - ४०००१०

भारत

MAZAGON DOCK SHIPBUILDERS LIMITED

(Formerly known as Mazagon Dock Ltd.)

CIN : U35100MH1934GOI002079

(A Government of India Undertaking)

Shipbuilders to the Nation

Dockyard Road, Mazagon,

Mumbai 400 010.

INDIA

ई-निविदा फॉर्म दो हिस्सों में

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

मंडल: समवाय

DIVISION: **CORPORATE**

विभाग: इन्फ्राप्रोजेक्ट्स

DEPARTMENT: **INFRA PROJECTS**

निविदा क्रमांक : १८०००००४१

TENDER NO: 1800000041

निविदा जारी दिनांक: ११ मई २०१७

TENDER DATE: 11 May' 17

निविदा देय दिनांक एवं समय: १६ जून २०१७ दोपहर १४३० बजे

CLOSING DATE & TIME: 16 Jun' 17 at 1430Hrs

भाग १ - तकनीकी एवं वाणिज्यिक हिस्सा खोलने (ऑनलाइन) कि तिथि एवं समय: १९ जून २०१७ दोपहर ०२.३०

बजे से

Online Opening of Part-I (Techno-commercial Bid): 19 Jun' 17, 1430 Hrs IST

onwards

माझगांव डॉक शिपबिल्डर लिमिटेड प्रासिद्ध निविदाकर्ताओं / विक्रेताओं से निम्नलिखित कार्य के लिए प्रतियोगी ऑनलाइन निविदाएँ दो हिस्सों में (भाग १ - तकनीकी एवं वाणिज्यिक हिस्सा और भाग २ - मूल्य हिस्सा) अपने ई-प्रॉक्यूरमेंट पोर्टल <http://eprocuremdl.nic.in> पे मंत्रित करते हैं।

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

Description of Work: Asphaltting Work and Construction of storm water drain line at East Yard, MDL, Mumbai.



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

- Volume –I: Instructions to Tenderers, Tender data & Qualification Requirements
- Volume – II: Conditions of Contract, Payment Terms and Delivery Schedules
- Volume – III: Scope of work, Drawing & Price Bid (Part-II)
- Volume – IV: Technical Specifications



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**Asphalting Work and Construction of storm
water drain line at East Yard, MDL, Mumbai**

VOLUME-I

**Instructions to Tenderers, Tender data &
Qualification Requirements**

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1. IMPORTANT NOTE FOR TENDERERS:

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

1.2. In case any Tenderer intending to respond against the tender and is not having the DSC to facilitate uploading of their bid, should approach the Service Provider at least 10 working days in advance of the tender closing date requesting for DSC. The

request so made to the Service Provider should simultaneously be forwarded to MDL Dealing Officer. In case the DSC is not received within 3 to 4 working days of the request by the Tenderer, the Head of the concerned Commercial section be informed immediately. If the DSC is not received from the Service Provider three working days prior to the tender closing date, suitable extension to the tender closing date shall be considered, if requested by the concerned Tenderer.

- 1.3. Tenderers desirous of modifying their bids may do so online prior to the tender closing date & time.
- 1.4. In case of any discrepancies between Hindi and English Versions of the Tender Clauses, English Version shall prevail.
- 1.5. The online bid can be submitted by the authorized representative of the Tenderer as detailed below:
 - 1.5.1. By the Proprietor, in case of a proprietary firm; or
 - 1.5.2. By a Partner, in case of a partnership firm and/or a limited liability partnership; or
 - 1.5.3. By a duly authorized person holding the Power of Attorney, in case of a Limited Company or a corporation.
- 1.6. All correspondences and meetings during tendering process & execution, shall be dealt with the authorized representative only.
- 1.7. In case of any techno-commercial query prior to submission of bids, you may contact Shri Satish Patil, CM/HOD(IP-Comm) on Tel No: 022 23764246/ 022 23764248 Email: mdlipcomm@mazdock.com.
- 1.8. The Tender Enquiry can also be downloaded from our website www.mazdock.com and on Central Public Procurement Portal. However, they have to bid only on e-procurement portal <http://eprocuremdl.nic.in>.
- 1.9. **MDL's Service Provider for E-Procurement Portal is**
 M/s. National Information Centre,
 Mob. No.: +91-8826246593
 E-mail: support-eproc@nic.in
 The 24 x 7 Telephone Help Desk Number 0120-4200462, 0120-4001002
- 1.10. **Pre-requisites for up-loading the Techno-Commercial Bid**
 - (i) "Digital Signature Certificate" class III B (DSC) is a must for downloading the tender and uploading the techno commercial offer on our e-procurement portal <http://eprocuremdl.nic.in> for secured bidding.
 - (ii) By registering with our e-procurement portal for User ID and Password.
 - (iii) "Digital Signature Certificate" class III B (DSC) can be obtained from our service provider M/s. National Information Centre, or from any authorized agency like MTNL, TCS & SIFY etc.
 - (iv) Bidders should ensure Hardware & Software compatibility as well as Digital Signature available on front page of e-procure web site. Request for extension of due date shall not be entertained due to non-availability of these tools.
 - (v) Bidders should follow all the instructions enlisted on the front page of e-procure web page.
- 1.11. **To ensure availability of above prerequisite is bidders responsibility**
 - (i) It is mandatory to upload the complete techno-commercial offer along with the price bid through e-tendering on our e-procurement portal only.
 - (ii) Price bids shall strictly be quoted in prescribed price format/rate sheet as available and appearing on line on e-procurement so that it remains secured, encrypted and unreadable in the system.
 - (iii) In no circumstances the price bids shall be forwarded or uploaded in any other form.
 - (iv) Entire responsibility of the uploading the complete bid (Part-I & Part-II) shall be that of the bidder.
 - (v) No request / complaint shall be entertained after the due date/time of the tender.

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

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

2. ELIGIBILITY AND QUALIFICATION :

This Tender is open to Tenderers having experience in ***Asphalting of Roads or Open Areas viz., Parking area, Storage Yards, Pavement, etc including associated Civil work.*** Tenderers must meet the requirements of the Qualification Criteria detailed in **Enclosure-2 to 6** to this document, which is to be submitted as part of the tenderers Part 1 – Techno-Commercial Bid.

3. COST OF TENDERING :

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

4. SITE VISIT:

- 4.1. The site for the work is located in MDL premises at Dockyard, Mumbai.
- 4.2. **It is considered necessary that the Tenderer should visit the site and get clear idea about the work involved, before quoting. Tenderer(s) are therefore advised to visit the site and study all the particulars of the site and the nature of the work.**
- 4.3. Tenderer(s), if required, may contact on telephone no. 23764246/48 or email: mdlipcomm@mazdock.com for any doubts /clarifications / site visits.

5. PERIOD OF VALIDITY OF TENDERS:

- 5.1. Bids / Offers shall remain valid for a period of not less than **150 Days** after the deadline date of submission.
- 5.2. Technically accepted Tenderer 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.

6. EARNEST MONEY DEPOSIT (EMD) / BID BOND:

- 6.1. Tenderers shall furnish EMD of Rs **3,30,000/- (Rupees Three Lakhs Thirty Thousand Only)**, in the form of NEFT/crossed DD / Pay Order or Bid Bond / Bank Guarantee drawn in favor of MAZAGON DOCK SHIPBUILDERS LIMITED, Mumbai from the list of Banks approved by SBI /Canara Bank published on MDL website (as per **Enclosure-13**), www.mazdock.com → Tenders → Bills/EMD status → List of First Class Bank approved by CPPC on 23 Feb' 16.
- 6.2. The Bid Bond / Bank Guarantee should be valid for one more month beyond the offer validity period indicated in the Tender. Either of these instruments should be drawn on reputed International / Nationalized / Scheduled Banks **excluding Co-**

operative Banks, payable at Mumbai and should essentially be enclosed in the Part-I viz. Techno-commercial Bid. Crossed DD / Pay Order issued by Co-operative Banks, however, may be accepted subject to its realization.

6.3. The date of NEFT/DD/ BG shall not be later than the tender closing date.

6.4. **For tenderer(s) desiring to furnish EMD in form of NEFT/RTGS, MDL's Bank detail are given below:**

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

The MDL's Bank details mentioned above are also applicable for submission of PBG/SD. **The tenderer(s) shall fill EMD amount, Tender reference number and name of tenderer in the** relevant Text/Narration field while transferring the amount through NEFT online for EMD/PBG/SD.

6.5. The details of EMD/Bid Bond viz., EMD Amount, Mode of Payment, Instrument Number, Instrument Date & Bank Details (such as Banker Name, Telephone No., Fax No., Name of the signatory) are to be filled in the relevant form appearing online. Scanned Copy of the instrument towards EMD (DD/Pay Order/BG/Bid bond/ NEFT Transfer Report/RTGS Transfer Report/ SWIFT message) is to be uploaded on or before closing date of Tender.

6.6. **The original of the above DD / BG towards Earnest Money Deposit (EMD) / BID BOND** shall be sent by Registered Post/Speed Post/Courier/Hand Delivery to Additional General Manager (IP), in a sealed envelope super scribing **EMD for Tender Enquiry No. and Due date**, so as to **reach within 07 days from the Tender Closing date** during office hours i.e upto 17:30 hrs, addressed To,

**Additional General Manager,
Infra Projects Department,
3rd Floor, Admin Building,
Alcock Yard,
Mazagon Dock Shipbuilders Limited,
Dock Yard Road,
Mumbai - 400010, INDIA**

6.7. **If the original of EMD/Bid Bond is NOT RECEIVED within the stipulated period of 07 days from the closing date of the tender, the Bids / Offers shall not be considered.**

6.8. EMD of technically rejected Tenderers shall be refunded within 15 days from the date of opening of Price bid. EMD of remaining unsuccessful Tenderers shall be returned after finalization of the Contract and shall be interest free.

6.9. EMD of successful Tenderer(s) shall be returned after submission of Performance Bank Guarantee and shall be interest free.

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

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

6.10.2. If the successful Tenderer declines acceptance of Order, within the period of his offer.

7. EXEMPTION FROM SUBMISSION OF EMD/BID BOND:

- 7.1. State & Central Government of India Departments & Public Sector Undertakings.
- 7.2. Firms registered with MDL for the items for which the offer is being submitted: To qualify for EMD exemption, firms should necessarily submit valid copy of the Registration Certificate issued by MDL in Part-I offer/bid. Firms in the process of obtaining MDL/MDL registration shall not be considered for EMD exemption.
- 7.3. Firms registered with NSIC under its "Single Point Registration Scheme". (Exemption shall apply only to items/services & value up to which Tenderers are registered with NSIC). To qualify for EMD exemption, firms should necessarily submit valid copy of the Registration Certificate alongwith the list of items / services for which they are registered, as issued by NSIC, in Part-I offer / bid. Firms in the process of obtaining NSIC registration shall not be considered for EMD exemption.
- 7.4. All Micro & Small Enterprises (MSEs). To qualify for EMD exemption, firms should necessarily submit valid copy of the Registration Certificate, issued by the Competent Authority regarding their Micro/Small Industry status, in Part-I offer / bid.

8. CONSTRUCTION PROGRAMME/METHODOLOGY AND LABOUR/ PLANT EQUIPMENT DEPLOYMENT SCHEDULE:

8.1. The Tenderer shall submit along with their offer the following with details to understand the Methodology of Work & its Time Frame.

8.1.1. Construction Programme:

This shall consist of a detailed bar chart showing programme for completion of various sections of Work and their sequence specifying particular Time Frame. The bar chart shall indicate the principal quantities of work forecast for execution monthly. This Construction Programme shall form the basis for preparation of detailed CPM schedule to be furnished after the award of the Contract.

8.1.2. Employment Schedule:

This shall consist of a chart/histogram showing monthly deployment of manpower (including skilled and unskilled labour of various categories) commensurate with the Construction Schedule. Employment Schedule shall be binding to the contractor & the contractor shall adhere to the same during the entire construction period without any fail.

8.1.3. Construction Method Statement

The Tenderer shall submit Method Statements i.e. A write-up with full technical particulars supported by sketches / drawings indicating the proposed methods of construction.

9. SUBMISSION OF TENDER IN TWO-BID SYSTEM:

The Tender must be submitted in Two parts i.e. Part-I (Techno-Commercial Bid) and Part-II (Price Bid) as appearing online on the portal <https://mdl.eproc.in>.

9.1. Techno-Commercial (Part-I) Bid:(online submissions of Offers):

9.1.1. Tenderers are requested to submit online/upload the following Enclosures as part of their Techno-Commercial Bid(Part-I).

SR.	Enclosure No.	Description of the Enclosure
1	Enclosure-1	Form of undertaking to be furnished by the Tenderer
		QUALIFICATION CRITERIA
2	Enclosure-2	Form (1): General Information

3	Enclosure-3.1	Form (2): Similar Experience Record
4	Enclosure-3.2	Form (3): Particulars of Experience in Similar Projects
5	Enclosure-4	Form (5): Summary Sheet: Current Contract Commitments / Works in Progress
6	Enclosure-5	Form (6): Key Personnel available with the Tenderer for this project
7	Enclosure-6	Form (7): Financial Capability
		ACCEPTANCE FORMS
8	Enclosure-7	Standard Terms & Conditions (STACS) Acceptance Form
9	Enclosure-8	General Terms & Conditions (GT&C) Acceptance Form
10	Enclosure-9	Conditions of Contract (CoC) Vol-II Acceptance Form
11	Enclosure-10	Deviation from General Conditions of Contract- Vol-II/STACS/GT&C
		OTHER FORMS
12	Enclosure-11	RTGS/NEFT/ECS – Mandate Authorization Form
13	Enclosure-12	Extract of provisions of the Official Secrets Act, 1923**
14	Enclosure-13	Proforma Bank Guarantee for Bid Bond / EMD
15	Enclosure-14	Banned or De-listed Tenderer / Firm / Vendors
16	Enclosure-15	Loss of Pass - Contractor/Vendors.
Note:- Scanned copy of the above Enclosures in the MDL formats to be uploaded, ** for information & Confirmation of acceptance.		

9.1.2. Apart from above Enclosures, Tenderers are requested to submit upload the scanned copies of following Documents online as part of their Techno-Commercial Bid(Part-I).

- i. **VAT Registration Certificate, Service Tax Registration Certificate** for Works Contract Service & **Permanent Account Number (PAN)**.
- ii. Tenderer's company profile.
- iii. Valid Tenderer's Shop & Establishment Registration Certificate or Certificate of Incorporation.
- iv. Bio-data of key Personnel and technical team
- v. List of Equipment
- vi. Valid Registration Certificate issued by MDL, if applicable (Refer TEF Clause no. 7).
- vii. Valid Registration Certificate of NSIC/ MSME, if applicable (Refer TEF Clause no. 7).
- viii. Construction Programme, Employment Schedule, Construction Method Statement
- ix. Audit Certified Balance Sheet and Profit & Loss A/c for the last 3 years.
- x. CA certified Average Audited Annual financial turnover during the last 3 years.
- xi. Earnest Money Deposit (EMD) / BID BOND (Refer TEF Clause no. 6).

9.1.3. The details pertaining to the above submissions are listed below:

- i. Tenderer's Undertaking at **Enclosure-1** shall be on the firms letterhead, duly filled in, signed & stamped with company seal and scanned copy of the same shall be uploaded in online Part-I bid.
- ii. Tenderers shall upload scanned copy of all forms of Qualification Criteria (i.e. Form 1 to Form No. 6) at **Enclosure-2 to Enclosure-6** in the prescribed format.
- iii. Tenderer's shall submit duly filled in, signed & stamped with company seal and scanned copy of Acceptance form online for STACS, GT&C & CoC(Vol-II) stating 'Accepted' OR 'Deviation' (for non acceptance) as applicable for each of the clause. The format of Acceptance Form is at **Enclosure-7, Enclosure-8 & Enclosure-9**. The conditions other than those mentioned shall generally not be acceptable to MDL. However, if Tenderer (s) still wish to take Deviation from the conditions, they may specify their Deviations

with price tag in a prescribed format as stated at **Enclosure-10 & upload scanned copies of the documents**. Please note that Deviations if indicated in the Acceptance forms shall be supported by Relevant Deviation sheets (Enclosure-10) duly uploaded. In absence of Deviation Sheets (Enclosure-10) alongwith the technical bid, it will be deemed that the firm has no deviations even though indicated in Acceptance forms.

- iv. Tenderer shall submit Construction Methodology as detailed in the **Clause No 8** of the tender, signed & stamped with company seal and scanned copy of the same shall be submitted
- v. Scanned copy of Bank details for payment by NEFT/RTGS/ECS at **Enclosure-11**, duly filled in, signed & stamped by the Tenderer and authenticated by the Banker shall be uploaded in online Part-I bid.
- vi. Scanned copy of **VAT Registration Certificate, Service Tax Registration Certificate** for Works Contract Service & **Permanent Account Number (PAN)** duly signed & stamped with company seal shall be **uploaded in online Part-I bid**.

9.2. **Part-II (PRICE BID):**

- 9.2.1. Price Bid as appearing in the format are **to be filled ONLINE ONLY** by the Tenderer.
- 9.2.2. The estimated rates for various items in the Bill of Quantities (BOQ) are as appearing online in the Price Bid (Part-II).
- 9.2.3. The quantities of individual items in the BOQ are approximate and may vary.
- 9.2.4. Tenderers after considering the estimated rates of individual items in the BOQ and the total estimated value shall quote their overall percentage at par, below or above the estimated rates
- 9.2.5. The percentage quoted/agreed by the Tenderer shall be applied to the estimated rates of individual items in the BOQ, truncating off to two decimal places, to arrive at the order value.
- 9.2.6. The Lowest Tenderer (L1) shall be evaluated based on the overall cost (Grand Total) including WCT under VAT and Service Tax including swatch bharat cess and kisan kalyan cess as quoted by tenderer.

10. **OPENING OF BIDS:**

- 10.1. **Part-I (Techno-commercial Bid):** Part-I bid shall be opened online on the tender opening date from 1431 hrs onwards in Infra Projects Department. Tenderer(s), who wish to remain present during the tender (Part-I) opening, should nominate on their **company letterhead** the name and designation of one person authorised to remain present at the time of opening the bid and send this letter so as to reach the undersigned at least one working day prior to the closing date of the tender. However, the Tenderer can view the tender online by logging their user id on the portal <http://eprocuremdl.nic.in>.
- 10.2. **Part-II (Price Bid):** After completion of Technical scrutiny, intimation for opening of Part-II of bid shall be communicated only to technically accepted/qualified Tenderers. Such intimation may be given at a short notice by Fax, E-mail or even by telephone, only to the technically accepted/qualified Tenderer(s). If any such technically accepted Tenderer wishes to remain present at the time of opening of the Price Bid, They may depute one representative with proper authorization letter on their **company letterhead**. Alternatively, Tenderer can witness the opening of their bid online from their location by logging on to the portal <http://eprocuremdl.nic.in> with their Class-IIIB digital signature certificate.

11. **CLARIFICATIONS ON BID SUBMISSION/ E-TENDERING**

- 11.1. In case of any clarifications, Tenderers are requested to contact the undersigned, before the closing date of the tender. Tenderers can also contact toll-free customer help line of e-procurement portal <http://eprocuremdl.nic.in>. User guide is available on the home page of the above-referred web site. In addition to this, it has Customer Help Desk Number 022-66865600/01/10/31/ 33/34. Training programme for online tendering is conducted in MDL Premises on working Fridays between 1400 – 1600 hrs for prospective/willing Tenderers. Interested Tenderers/vendors may forward their request for training on the following email id: mdlipcomm@mazdock.com.

12. BID REJECTION CRITERIA:

- 12.1. Following bids shall be **Categorically Rejected**:

- 12.1.1. Bids received after tender closing date and time.
- 12.1.2. Bids received without stipulated EMD or relevant documents in respect of exemption from submission of EMD.
- 12.1.3. If the date of issue of EMD (DD/BG/ online transfer) is later than the tender closing date.

- 12.2. Following bid rejection criteria shall also render the bids **Liable for Rejection**:

- i. Tenderer's failure to submit sufficient or complete details for evaluation of the bids even after given reasonable time by MDL.
- ii. Incomplete / misleading / ambiguous bids in the opinion of MDL.
- iii. Bids with technical requirements and or terms not acceptable to MDL.
- iv. Bids received without pre-qualification documents as per tender requirements.
- v. Bids not meeting the pre-qualification parameters stipulated in the tender enquiry.
- vi. Validity period indicated by Tenderers is shorter than that specified in the tender enquiry.
- vii. Tenderers not agreeing to furnish required Security Deposit / Required Contract Performance Guarantee till completion of the Scope of Work and services as per contract.
- viii. Tenderers not agreeing to the stipulated Period of Completion.
- ix. Tenderers not agreeing to Schedule of Payment.
- x. Tenderers not agreeing to the Scope of Work-Vol III.
- xi. Tenderers not submitting Original EMD within the stipulated period of **07 Days** from the closing date of the tender during working hours i.e. up to 1730 hrs, other than those who are exempt from payment of EMD, as specified in the tender.
- xii. In case of blacklisted or banned or de-listed by any Government or quasi Government agencies or PSUs as mentioned in Clause no: 20, MDL reserves the right to accept or reject the bid based on the ground/reasons of blacklisted or banned or de-listed.

13. EXAMINATION OF TENDERS

- 13.1. Prior to the detailed evaluation of Tenders, MDL will examine the Tenders to determine for each Tender whether:
- a. It is complete;
 - b. The documents have been properly signed and stamped by the tenderer;
 - c. It is accompanied by the required securities;
 - d. It is substantially responsive to the requirements of the tender documents; and
 - e. Tender is valid in accordance with TEF Clause no. 7.

- 13.2. A substantially responsive Tender is one which conforms to all the terms, conditions and specifications of the tender documents, without material deviation, reservation or omission. A material deviation, reservation or omission is one:
- a. Which affects in any substantial way, the scope, quality or performance of the goods;
 - b. Which limits in any substantial way, inconsistent with the tender documents, MDL's rights or the tenderer's obligation under the Contract; or
 - c. The rectification of which would affect unfairly the competitive position of other tenderers presenting substantially responsive Tenders.

MDL's determination of a Tender's responsiveness is to be based on the contents of the Tender itself.

- 13.3. If a Tender is not substantially responsive, it will be rejected by MDL, and may not subsequently be made responsive by correction or withdrawal of the non-conformity.
- 13.4. Tenders determined to be substantially responsive will be checked by MDL for any arithmetic errors. Errors will be corrected by MDL as follows:
- a. Where there is a discrepancy between the amounts in words and in figures, the amount in words will govern;
 - b. Where there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall govern and the total price shall be corrected accordingly.
- 13.5. If the successful tenderer does not accept the correction of the errors pursuant to **paragraph 13.4 (a) and (b) above**, this will be considered as invalidating its tender and the Tender Security may be forfeited pursuant to **paragraph 6.10**.

14. EVALUATION AND COMPARISON OF TENDERS:

- 14.1. MDL will evaluate and compare only the Tenders determined to be substantially responsive in accordance with paragraph above.
- 14.2. MDL reserves the right to reject any deviations, variations or alternative offers which are not submitted in accordance with the tender documents.
- 14.3. In evaluating each Tender, MDL will determine for each Tender the evaluated Tender price by adjusting the Tender price as follows:
- a. Making any corrections for errors pursuant to paragraph above
 - b. Adding the monetary costs of the "price tags", if any, in respect of deviations from the Conditions of Contract (CoC)/STACs/GT&C, indicated by the tenderers in **Enclosure 10**. Price Tag for Deviation is mandatory field to be filled by Tenderer.

15. PRICING:

- 15.1. All materials shall be procured by the contractor as specified in the Technical Specification/Bill of Quantities, at his own cost and the price quoted shall be deemed to be inclusive of all applicable taxes, duties, transportation, Octroi, storage, royalties, handling, etc. The contractor should produce challans / bills of the materials and its quantity brought to the site as and when required by the Engineer-In-Charge / MDL.

16. PRICE PREFERENCE:

- 16.1. NO PRICE PREFERENCE SHALL BE GIVEN TO ANY TENDERER IRRESPECTIVE OF THEIR STATUS.

17. MODIFICATION TO THE BIDS:

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

18. LOADING CRITERIA FOR RANKING OF BIDS:

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

- i. It is desirable that the Tenderer accepts the Terms of Payments indicated in the tender enquiry. Varied payment terms quoted by indigenous bidders as compared to the terms stated in the Tender Document shall be normalized by adopting the Prime Lending Rate of State Bank of India plus 2% thereon on the amount (s) at variation and / or for the period (in no. of days) at variation.
- ii. For the additional delivery period sought by the Tenderer over the stipulated date of delivery as per Tender, 0.50% per completed week may be loaded to the quoted price.
- iii. Deviations sought in respect of rate per week and / or maximum ceiling in respect of liquidated damages shall be loaded to the quoted price. For example, the maximum ceiling towards liquidated damages stipulated in the Tender is 5% and the Tenderer seeks to limit it to, say 3.50% then the price quoted will be loaded by 1.5%. If the rate of LD per week is 0.50% per week or part thereof as per tender and the Tenderer seeks it as, say, 0.40% per week or part thereof, the maximum ceiling on LD as per tender will first be equated to weeks (10 weeks in this case) and the rate proposed by the Tenderer i.e. 0.40% will be multiplied by the so equated maximum period (which works out to 4%) and the quoted price will be loaded accordingly by 1%. Delivery being the essence of the contract, it is desirable that the Tenderer(s) adhere to the stipulated clause.
- iv. Tenderer(s) are advised to peruse the loading criteria thoroughly and understand the same. In case of doubt, Tenderers are required to get clarification on the same prior to submission of their bid(s). Revision of price bids due to reason of lack of clarity on loading factors shall not be allowed.

19. MDL'S RIGHT TO ACCEPT OR REJECT ANY TENDER

19.1. MDL reserves the right to accept or reject any tender, and to cancel the tender process and reject all tenders at any time prior to award of the contract, without incurring any liability to the affected Tenderer or Tenderers or any obligation to inform the affected Tenderer or Tenderers of the grounds for MDL's action. MDL also reserves the right to consider placement of Order / Contract in part or in full against the tendered quantity or reject any or all tenders without assigning any reasons thereof.

20. BANNED OR DE-LISTED TENDERER/ FIRMS / VENDORS:

20.1. The Tenderer / Contractor declares that they being Proprietors / Directors / Partners have not been any time individually or collectively blacklisted or banned or de-listed by any Government or quasi Government agencies or PSUs. If a Tenderer's entities as stated above have been blacklisted or banned or de-listed by any Government or quasi Government agencies or PSUs, this fact must be clearly stated in the prescribed format **online** at **Enclosure 14**. Filling the said information in the said format is Mandatory for every Tenderer. MDL reserve the right to ask for additional information and right to accept /reject the bid.

21. POLICE VERIFICATION OF CONTRACTOR'S EMPLOYEES:

21.1. The successful Tenderer shall have to obtain Police Verification Report (PVR) of their Employees prior to deployment at MDL site for execution of the work. A Detailed procedure for Security Passes is displayed on MDL's website www.mazdock.com-> Tenders-> Infra Projects->STACS/Formats. In addition to this for loss of pass, bidders shall refer Enclosure-15. **TENDERERS ARE REQUESTED TO NOTE THE SAME FOR COMPLIANCE. NO RELAXATION SHOULD BE ASKED FOR.**

22. PUBLIC GREIVANCE CELL:

22.1. A Public Grievance Cell headed by **General Manager (F-P&S)** has been set up in the Company. Members of public having complaints or grievances are advised to contact him on Wednesday between 10.00 hours and 12.30 hours in his office on **3rd Floor, Mazadock House** or send their complaints / grievances to him in writing for redressal. His Telephone No. is **2375 9793/ 2376 2121**

23. PARTICIPATION IN ONLINE BIDDING:

Tenderers can participate in online bidding

23.1. By registering with above referred portal for User ID and password.

23.2. By obtaining class III DSC (Digital Signature Certificate) for secured bidding.

24. IMPROPER ONLINE FILLING:

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

25. TENDERER'S OBLIGATION:

25.1. Tenderer shall abide by all Terms of Tender Enquiry (TEF), Standard Terms And Conditions (STACS) for Civil Works, General Terms And conditions (GT and C) for Civil Works, Conditions of Contract (CoC), and respective acceptance formats **are to be filled as per the format and scanned copy uploaded alongwith in e-Techno-Commercial (Part-I) bid.** The Tenderer shall also abide by the Statutory requirements, Official Secret Acts 1923, Safety Code and Security Procedure, which can be downloaded from www.mazdock.com-> Tenders-> Infra Projects.

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

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

CM (HOD- IP -COMM)
(Satish Patil)
Email - mdlipcomm@mazdock.com

Enclosure-1**FORM OF UNDERTAKING TO BE FURNISHED BY THE TENDERER**

To,
 The Additional General Manager,
 Infra Project Department,
 Mazagon Dock Shipbuilders Limited,
 Dockyard Road, Mumbai-400 010.

Sir,

Sub: Asphaltting Work and Construction of storm water drain line at East Yard, MDL, Mumbai

Ref: MDL Tender No. 1800000041

1. Having visited the site and having examined the General Conditions of Contract, Drawings, Technical Specifications and Bill of Quantities for the above named work, we offer to carry out whole of the said works in conformity with the said General Conditions of Contract, Drawings, Technical Specifications and Bill of Quantities for the sum stated in Bill of Quantities included in this Tender Document for such other sum as may be ascertained in accordance with the said conditions of Contract.
2. We undertake to complete the entire scope of services within the schedule stipulated in the tender.
3. We have independently considered the amount of Liquidated damages indicated in the tender and agree that it represents a fair estimate of the loss likely to be suffered by you in the event of the work(s) not being completed in time.
4. If our Tender is accepted, we will, when required, obtain the guarantees from a Bank (to be approved by you) to be jointly and severally bound with us for the sum named in the tender for the due performance of the Contract under the terms of a Bond to be approved by you.
5. The Contractor's All Risk Policy for the full value of the Contract valid till the completion period will be obtained by us in the joint names of Mazagon Shipbuilders Dock Limited and ourselves
6. We agree to abide by this Tender for a period of **150 days** from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiry of this period.
7. Unless and until a formal Agreement or Order is prepared and executed, this tender together with your written acceptance thereof, shall constitute a binding Contract between us.
8. We hereby confirm that that there will not be any liability on MDL towards taxes & duties over and above considered by us in the Price Bid and change in legislation if any.
9. We understand that if our Tender-Bid is accepted, we are to be jointly and severally responsible for the due performance of the Contract.
10. We hereby confirm that all the instructions/clauses of Tender Enquiry vol. I are accepted by us.
11. We understand that you are not bound to accept the lowest or any Tender you may receive.

Dated this _____ day of _____ (year)

Signature _____ in the capacity of _____
 duly authorised to sign Tenders for and on behalf of _____

(IN BLOCK CAPITALS)

Witness:

Signature _____ Address of Witness _____

Name _____ Occupation _____

Enclosure-2**QUALIFICATION CRITERIA****FORM (1) General Information**

1.	<i>Name of firm</i>	
2.	<i>Head office address</i>	
3.	<i>Telephone</i>	<i>Contact Person</i>
4.	<i>Fax</i>	<i>Email</i>
5.	<i>Place of incorporation/registration</i>	<i>Year of incorporation/registration</i>
6.	<i>Brief Description of the Firm (Maximum 2 pages)</i>	

Signature of Contractor:

Name and Address:

Place:

Date:

Official Seal

Enclosure-3.1**QUALIFICATION CRITERIA****FORM (2) SIMILAR EXPERIENCE RECORD**

The Tenderer shall be required to meet the following **minimum criterion**

Tenderer shall be experienced of having successfully completed **similar works** during last 07(Seven) years ending **30 Apr' 17** should be either of the following:

3.1.1 **Three similar completed Works*** of not less than **₹ 64.40 Lakhs** each.

Or

3.1.2 **Two similar completed Works*** of not less than **₹ 80.50 Lakhs** each.

Or

3.1.3 **One similar completed Work*** of not less than **₹ 128.70 Lakhs** each.

Note:-

1. Similar completed Work means each work/Purchase Order and not all works put together.
2. Similar completed Work referred above at 3.1.1, 3.1.2 & 3.1.3 is defined below.

***Similar Completed Work:** These are defined as:

Asphalting of Roads or Open Areas viz., Parking area, Storage Yards, Pavement etc including associated Civil work.

- a. Tenderers shall fill in the details of similar works executed in the relevant form at Enclosure 3.2. Documentary evidence in support of the same viz., copies of Work Order(s)/Contract Agreement(s) indicating contract amount, Project/Work value, Scope of Work etc. & Work Completion Certificate(s) issued by the Client(s) indicating proper reference of the Work Order/Contract Agreement & date of Completion, duly signed & stamped with company seal shall be scanned and uploaded online. Tenderer shall submit scanned copies of TDS certificate/ Copies of Certified invoices of relevant projects when/if asked for by MDL during tender evaluation process.
- b. Proxy bidding will not be accepted. MDL shall not entertain/ correspond with any person(s) other than authorized personnel during tendering process viz Technical Discussions/TNC/ PNC etc and execution.

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

- c. Tenderers should satisfy the qualifying criteria on their own merits.
- d. It is clarified that the work executed by the firm for their in-house or capital use will not be considered for the purpose of Tenderer's experience of completion of similar works.
- e. The work executed under labour rate where input materials which are supplied by client shall not be considered as experience in similar completed works.

Enclosure-3.2**FORM (3) PARTICULARS OF EXPERIENCE IN SIMILAR PROJECTS**

The Additional General Manager,
 Infra Projects Department,
 3rd Floor, Alcock Yard,
 Mazagon Dock Shipbuilders Limited,
 Dock Yard Road,
 Mumbai - 400010, INDIA

Sir,

Sub: Asphaltting Work and Construction of storm water drain line at East Yard, MDL, Mumbai.

Ref: MDL Tender No. 1800000041

With reference to the above and after having read the terms & conditions in the Tender Enquiry, we wish to submit our bid for consideration of pre-qualification under Clause 3.1.1/3.1.2/3.1.3 (*strike out whichever is not applicable*) of Enclosure 3.1 of the tender. The details of similar projects as stipulated in the tender enquiry form and completed satisfactorily by us are as under:

Sl	Name of Project	Name of Client	Scope of Work	Completed Project Cost	Start Date	Completion Date

2. The following documents in support of the above similar projects are enclosed in our techno-commercial bid:
 - a. Copy of Work Order/Contract Agreement indicating contract amount, Project/Work value, Scope of Work & other details with signature of Both Parties.
 - b. Work Completion Certificates issued by the Client(s) indicating proper reference of Contract Agreement & Date of Completion.
 - c. Any other document (*please specify*)
3. We further agree to produce originals of the documents submitted in respect of the similar projects detailed above for verification by MDL as and when called for.

Signature of Contractor:

Name and Address:

Place:

Date:

Official Seal

Enclosure-4**QUALIFICATION CRITERIA****FORM (5) Summary Sheet: Current Contract Commitments / Works in Progress**

Name of Tenderer _____

Tenderers should provide information on their current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which, full completion certificate has yet to be issued.

<i>Name of contract</i>	<i>Value of outstanding work</i>	<i>Estimated completion date</i>
1.		
2.		
3.		
4.		
5.		
6.		

Signature of Contractor:

Name and Address:

Place:

Date:

Official Seal

QUALIFICATION CRITERIA**FORM (7) Financial Capability**

1. Tenderers should upload a scanned image of the following documents along with their e- (Part-I) bid:
 - 1.1 Tenderer's Company Profile
 - 1.2 Valid Tenderer's Shop & Establishment Registration Certificate or Certificate of Incorporation, if applicable
 - 1.3 CA certified Average Audited Annual financial turnover during the last 3 years ending **31st March, 2016** for at least **₹ 96.50 Lakhs** duly self attested and stamped with their company seal. If any cash transaction included in turnover (statement of Profit & loss), the same will not be considered for turnover value.
 - 1.4 Audit Certified Balance Sheet and Profit & Loss A/c for the last 3 years.
 - 1.5 In case Tenderer is permanently registered with MDL, they shall submit valid MDL Certificate duly self attested and stamped with their company seal.

Enclosure-7**STANDARD TERMS AND CONDITIONS (STACS) ACCEPTANCE FORM**

To,
MAZAGON DOCK SHIPBUILDERS LIMITED
INFRA PROJECTS DEPARTMENT.

TENDER ENQUIRY No. 1800000041

STACS CLAUSE NO.	TENDERER'S REMARK	STACS CLAUSE NO.	TENDERER'S REMARK	STACS CLAUSE NO.	TENDERER'S REMARK
	ACCEPTED/ DEVIATION		ACCEPTED/ DEVIATION		ACCEPTED/ DEVIATION
501		508		515	
502		509		516	
503		510		517	
504		511		518	
505		512		519	
506		513			
507		514			

COMPANY'S NAME & ADDRESS : SIGNATURE:

DATE:

NAME:

DESIGNATION:

TENDERER'S COMPANY
 SEAL:

NOTES :

1. Tenderer(s) should carefully read the Standard Terms & Conditions (STACS) included in the tender prior to filling up this acceptance format.
2. Tenderer(s) should indicate Accepted/ Deviation Taken for each clause number in the above table.
3. Tenderer(s) to attach Separate Sheet indicating all relevant details such as Number & description of the Clause, Reasons for Deviation and Alternative suggested for any deviations taken by them in the prescribed format indicated at Enclosure 10.
4. STACS clause numbers shown in the above format also includes the sub-clauses under these clauses. For example 8 means – clause nos. 8, 8(i), 8(ii) etc.

Enclosure-8**ACCEPTANCE FORM FOR GENERAL TERMS AND CONDITIONS (GT&C)**

To,
MAZAGON DOCK SHIPBUILDERS LIMITED
INFRA PROJECTS DEPARTMENT

TENDER ENQUIRY No. 1800000041

GT&C CLAUSE No.	TENDERER'S REMARK	GT&C CLAUSE No.	TENDERER'S REMARK	GT&C CLAUSE No.	TENDER ER'S REMARK
	ACCEPTED/ DEVIATION		ACCEPTED/ DEVIATION		ACCEPTED/ DEVIATION
A301		A330		A359	
A302		A331		A360	
A303		A332		A361	
A304		A333		A362	
A305		A334		A363	
A306		A335		A364	
A307		A336		A365	
A308		A337		A366	
A309		A338		A367	
A310		A339		A368	
A311		A340		A369	
A312		A341		A370	
A313		A342		A371	
A314		A343		A372	
A315		A344		A373	
A316		A345		A374	
A317		A346		A375	
A318		A347		A376	
A319		A348		A377	
A320		A349		A378	
A321		A350		A379	
A322		A351		A380	
A323		A352		A381	
A324		A353		A382	
A325		A354		A383 (as per Clause no.20 of tender Vol-I)	
A326		A355		A384	
A327		A356		A385	
A328		A357		A386	
A329		A358			

COMPANY'S NAME & ADDRESS:

SIGNATURE:

DATE:

NAME:

DESIGNATION:

TENDERER'S COMPANY

SEAL:

NOTES :

1. Tenderer(s) should carefully read the General Terms & Conditions (GT&C) of the Tender Enquiry prior to filling up this acceptance format.
2. Tenderer(s) should indicate Accepted/ Deviation Taken for each clause number in the above table.
3. Tenderer(s) to attach Separate Sheet indicating all relevant details such as Number & description of the Clause, Reasons for Deviation and Alternative suggested for any deviations taken by them in the prescribed format indicated at Enclosure 10.
4. Clause numbers shown in the above format also includes the sub-clauses under these clauses. For example Clause no. A356 means – Clause nos. A356, A356 i), A356 a) etc.

Enclosure-09**CONDITIONS OF CONTRACT (CoC), Volume-II ACCEPTANCE FORM**

To,
MAZAGON DOCK SHIPBUILDERS LIMITED
INFRA PROJECTS DEPARTMENT

TENDER ENQUIRY No. 1800000041

COC CLAUSE NO.	TENDERER'S REMARK	COC CLAUSE NO.	TENDERER'S REMARK
	ACCEPTED/ DEVIATION		ACCEPTED/ DEVIATION
1		9	
2		10	
3		11	
4		12	
5		13	
6		14	
7		15	
8			

COMPANY'S NAME & ADDRESS:

SIGNATURE:

DATE:

NAME:

DESIGNATION:

TENDERER'S COMPANY

SEAL:

NOTES:

1. Tenderers should carefully read the Terms & Conditions of the Conditions of Contract, Volume-II prior to filling up this acceptance format.
2. Tenderer(s) should indicate Accepted/ Deviation Taken for each clause number in the above table.
3. Tenderer(s) to attach Separate Sheet indicating all relevant details such as Number & description of the Clause, Reasons for Deviation and Alternative suggested for any deviations taken by them in the prescribed format indicated at Enclosure 10.
4. Clause numbers shown in the above format also includes the sub-clauses under these clauses. For example Clause no. 3 means – Clause nos. 3, 3.1, 3.2.

EXTRACT OF PROVISIONS OF THE OFFICIAL SECRETS ACT, 1923**1 SECTION 2(B) ; “PROHIBITED PLACE”**

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

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

SECTION 3 : “PENALTIES FOR SPYING”

If any per unlawfully -

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

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

SECTION 4 : “COMMUNICATION WITH FOREIGN AGENTS”

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

SECTION 5 : “WRONGFUL COMMUNICATION OF INFORMATION”

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

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

Shall be guilty of an offence under this Act.

SECTION 6 : “UNAUTHORISED USE OF UNIFORMS”

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

SECTION 7 : “INTERFERING WITH OFFICERS OF POLICE”

No person in the vicinity of any “PROHIBITED PLACE” shall obstruct any Police Officer engaged on guard, sentry or similar duty. If any person move in the provisions of this section, shall be punishable with imprisonment, which may extend up to 3 years.

SECTION 8 : “DUTY OF GIVING INFORMATION”

It shall be duty of every person to give on demand to a superintendent of Police or any other Police Officer not below the rank of Inspector, any information in his power relating to an offence under this Act.

If any person fails to give such information, shall be punishable with imprisonment to 3 years or fine or with both.

SECTION 9 : “INCITEMENT”

Any person who attempts to commit or debate the commission of an offence under this Act shall be punishable with the same punishment and be liable to be proceeded against in the same manner as if he had committed such offence.

SECTION 10 : “PENALTY FOR HARBOURING SPIES”

If any person whom he knows or has reasonable grounds for supposing to be person who is about to commit or who has committed offence under this Act shall be guilty of offence under this Section.

SECTION 11 : “SEARCH WARRANTS”

If a presidency Magistrate, Magistrate First Class or Sub-Divisional magistrate is satisfied with the information that there is reasonable ground for suspecting that an offence under this Act has been or is about to be committed, he may grant search warrant to any Police Officer to enter at any time any premises to force to search premises or the places.

Enclosure-13**PROFORMA BANK GUARANTEE FOR BID BOND / EMD**

(On Non-Judicial stamp paper)

IN CONSIDERATION OF MAZAGON DOCK SHIPBUILDERS LIMITED, a company incorporated under the Companies Act 1956 and having its registered office at Dockyard Road, Mumbai- 400010 (hereinafter referred to as the "the Company" which expression shall, unless it be repugnant or contrary to the subject or context thereof, be deemed to mean and include its successors and assigns) having agreed to accept the Earnest Money Deposit (EMD) of Rs------(Rupees-----only) in the form of Bank Guarantee from Messers..... a partnership firm/sole proprietor business/a company registered under the Companies Act, 1956 having its office at(hereinafter called " the tenderer" which expression shall, unless it be repugnant or contrary to the subject or context thereof, be deemed to mean and include its successors and assigns) for participating in the Tender no.....dated..... (Hereinafter called "the tender" which expression shall include any amendments/alterations to "the tender" issued by "the Company") for the supply, delivery at site, installation and commissioning of certain equipment, item/services/civil works etc., we, Bank having office at(hereinafter referred to as "the Bank" which expression shall include its successors and assigns) hereby agree to pay to the Company without any demur on first demand an amount not exceeding Rs.....(Rupees.....only) against any loss or damage, costs, charges and expenses caused to or suffered by the Company by reason of non performance and non-fulfillment or for any breach on the part of the tenderer of any of the terms and conditions of the said tender.

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

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

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

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

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

7. Notwithstanding anything contained herein above:

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

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

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

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

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

Enclosure-14**PARTICULARS OF BANNED OR DE-LISTED TENDERER/FIRM/VENDORS**

The Additional General Manager,
 Infra Projects Department,
 3rd Floor, Alcock Yard,
 Mazagon Dock Shipbuilders Limited,
 Dock Yard Road,
 Mumbai - 400010, INDIA

Sir,

Sub: Asphaltting Work and Construction of storm water drain line at East Yard, MDL, Mumbai.

Ref: MDL Tender No. 1800000041

With reference to the **clause 20** (Banned Or De-Listed Tenderer/ Firms / Vendors), Vol-I of referred Tender Enquiry, We declare the Information as below.

A. In case of Banned / Blacklisted by the client.

Sl	Name of Government/ quasi Government agencies/or PSUs who has Banned/Black listed	Name of Project value which firm is Banned/ Blacklisted	Banned/ Black listed for the Duration	Reasons

B. In case of penal Action Proceeding / Show cause notices initiated/issued by the Government or quasi Government agencies or PSU's including Pending in Judicial proceedings:

Sl	Name of Client	Name of Project / Work	Status

C. The bidding firm to enclose / submit all relevant documents pertaining to Sr. no. A & Sr no. B above.

Signature of Contractor:

Name and Address:

Place:

Date:

Official Seal

Enclosure-15**Mazagon Dock Shipbuilders Ltd.****Loss of Pass - Contractor/Vendors.**

1. Penalties will be imposed towards loss of passes/ non renewal of passes apart from warning as deemed necessary for contractors, vendors & their workers. This is in addition to cost of the pass prescribed from time to time.

Loss:

- | | |
|------------------|---------------------------------------|
| a) First loss – | Rs. 250/- |
| b) Second loss - | Rs. 500/- |
| c) Third loss - | Rs. 1000/- and permanent cancellation |

Non-Renewal:

- | | |
|----------------------|-----------------------------|
| a) Upto 4 days- | No Penalty |
| b) 5-10 days- | Rs. 5/- per day |
| c) 11 days & beyond- | Rs. 50/- + Rs. 10/- per day |

2. **Procedure for duplicate pass due to loss:**

The loss has to be immediately reported to the concern Police Station. Thereafter a statement narrating circumstances of the loss, countersigned by the contractor and Project Officer shall be submitted to security office along with the prescribed penalty.