



माझगांव डॉकशिपबिल्डर्स लिमिटेड

(भारत सरकार का उपक्रम)

राष्ट्र के पोत निर्माता

डॉकयार्ड रोड, माझगांव

मुंबई - ४०००१० (भारत)

MAZAGON DOCK SHIPBUILDERS LIMITED

(A Government of India Undertaking)

Dockyard Road, Mazagon,

Mumbai 400 010 (INDIA)

CIN :U35100MH1934GOI002079

ई-निविदा फॉर्म दो हिस्सो में

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

मंडल: समवाय

DIVISION: CORPORATE

विभाग: तकनिकि सेवाए

DEPARTMENT: TECHNICAL SERVICES

निविदा क्रमांक : १९००००००२०

TENDER NO: 1900000020

निविदा जारी दिनांक: ११ अगस्त '१७

TENDER DATE: 11 Aug '17

निविदा देय दिनांक एवं समय : १९ सितम्बर '१७ दोपहर २.३० बजे

CLOSING DATE & TIME: 19 SEP '17 at 1430Hrs

भाग १ - तकनीकी एवं वाणिज्यिक हिस्सा खोलने (ऑनलाइन) कि तिथि एवं समय: २० सितम्बर '१७ दोपहर २.३० बजे से

Online Opening of Part-I (Techno-commercial Bid): 20 SEP '17, 1430 Hrs IST onwards

**PART-A**

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

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

1. कार्य का वर्णन /DESCRIPTION OF WORK:

1.1. एमडीएल मुंबई में आवश्यक आधार पर रखरखाव निकर्षण हेतु द्विवार्षिक दर अनुबंध।
Biennial Rate Contract for Maintenance Dredging on as and when required basis in MDL Mumbai.

2. कार्यकाव्योरा/ SCOPE OF WORK:

2.1. MDL carries out launching/movement of under-construction vessels from slipways, in and out of dry docks & wet basins based on requirements. In order to facilitate such launching/movements of vessels, maintenance dredging in front of the slipways, wet basins, inside the various channels and Turning Circle are required to be carried out from time to time depending on the schedule of movements.

2.2. The estimated quantum of maintenance dredging (silt) anticipated to be carried out during the tenure (02 years) of the Rate Contract would be approx. **5,00,000 Cu.M.** The aforesaid estimated quantities to be executed under the proposed Rate Contract is just to give an idea to the bidders about the likely volume of dredging works during the tenure of the contract and not guaranteed to be awarded by MDL. Bidders shall not be entitled to any compensation on account of variation in the quantity of dredging works ordered under the Rate Contract.

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

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

3.2. **In case any bidder intending to respond against the tender and is not having the DSC to facilitate uploading of his bid, should approach the Service Provider at least 10 working days in advance of the tender closing date requesting for DSC. The request so made to the Service Provider should simultaneously be forwarded to MDL Dealing Officer. In case the DSC is not received within 3 to 4 working days of the request by the bidder, the Head of the concerned Commercial section be informed immediately. If the DSC is not received from the Service Provider three working days prior to the tender closing date, suitable extension to the tender closing date shall be considered if requested by the concerned bidder.**



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

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

4. **अखंडतासम्झौता / 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 upload the signed Integrity Pact, as per format enclosed at **Enclosure-10** in the online Techno-Commercial Bid (Part-I). The hard copy of the **'INTEGRITY PACT'** shall be submitted in the office of **Technical Services Department, Mazagon Dock Shipbuilders Limited within 07 Days after closing of the tender.**

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. **अखंडतासम्झौताबैंकगारंटी / INTEGRITY PACT BANK GUARANTEE (IPBG):**

4.7.1. Bidders shall furnish IPBG of **₹5,00,000/- (Rupees Five Lakh Only)**, in the form of Bank Guarantee as per format at **Enclosure-12** or Demand Draft drawn in favour of MAZAGON DOCK SHIPBUILDERS LIMITED. The Bank Guarantee or the Demand Draft should be from an Indian Nationalized Bank/Scheduled Bank/ICICI Bank/Axis Bank/HDFC Bank Ltd.

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

4.7.3. **In the case of the successful bidder, validity of the Integrity Pact Bank Guarantee will be extended upto the satisfactory completion of the contract. IPBGs of unsuccessful bidders shall be returned after placement of the Purchase Order on the successful bidder(s).**

4.7.4. The details of the IPBG viz., Amount, Mode of Payment, Instrument Number, Instrument Date & Bank Details are to be filled in the relevant form appearing online. Scanned Copy of the instrument towards IPBG is to be uploaded in the online Part-I bid.

4.7.5. Bidder shall send the original of the instrument towards IPBG by Registered Post/Speed Post/Courier so as to reach the designated addressee within **07 Days** from the closing date of the tender during office



working hours i.e. up to 1730 hrs. Timely submission of the original IPBG instrument is the responsibility of the bidders and no reasons / excuses in this regard will be entertained by MDL.

4.7.6. If **the original of IPBG is NOT RECEIVED within the stipulated period of 07 Days from the closing date of the tender, the Bids / Offers will not be considered.**

5. **निविदाकर्ताओं के लिए निर्देश /INSTRUCTIONS TO THE BIDDERS:**

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

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

5.1.2. CA certified Average Audited Annual financial turnover during the last 3 years ending **31 Mar '16** for at least **₹3.40Crore**, duly self attested and stamped with their company seal. Audit Certified Balance Sheet and Profit & Loss A/c for the last 3 years.

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

5.2.1. Bidder's Company Profile

5.2.2. Valid Bidder's Shop & Establishment Registration Certificate.

5.2.3. CA certified Average Audited Annual financial turnover during the last 3 years ending **31 Mar '16** for at least **₹3.40 Crore**, duly self attested and stamped with their company seal.

5.2.4. List of Equipment with its Model / Year / working status along with details of Manufacturing facilities as per format at **Enclosure-6** duly self attested and stamped with their company seal.

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

5.2.6. Audit Certified Balance Sheet and Profit & Loss A/c for the last 3 years ending **31 Mar '16**.

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

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

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

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

6. **पूर्व योग्यता मापदंड / PRE-QUALIFICATION CRITERIA:**

6.1. **३१ जुलाई '१७ के समाप्ती तक पीछले सात वर्षों के दौरान समरूप कार्य के सफलतापूर्वक पूरा करने का अनुभव किसी भी निम्नलिखित के अंतर्गत होनी चाहिए:**

Bidder's Experience of having successfully completed similar works during last 7 years ending on 31 Jul '17 should be either of the following:

6.1.1. तीन समरूप संपन्न कार्य जिसकी लागत ₹२,७०,००,०००/- से कम न हो।

Three similar* completed works of not less than **₹2,70,00,000/-**

OR

6.1.2. दो समरूप संपन्न कार्य जिसकी लागत ₹३,३७,५०,०००/- से कम न हो।

Two similar* completed works of not less than **₹3,37,50,000/-**

OR



6.1.3. एक समरूप संपन्न कार्य जिसकी लागत ₹५,४०,००,०००/- से कम न हो।
One similar* completed work of not less than ₹5,40,00,000/-

***Similar Work:** *Marine Dredging work in all kinds of soil including silt/stiff clay carried out by any means like Grab Dredging, Hydraulic Excavation, Suction Dredging etc.*

6.2. Similar completed works referred at 6.1.1., 6.1.2. & 6.1.3. above means each work and not all works put together. It is clarified that the work executed by the bidders for their in-house or capital use will not be considered for the purpose of bidder's experience of completion of similar works.

6.3. **The Bidder shall own minimum 03 nos. of Dredgers and 06 nos. of Hopper Barges, out of which 01 dredger should be Back Hoe dredger mounted on Spud Pontoon.** Bidder shall attach relevant documentary evidence in support of ownership of the above marine spread/equipment. However, this does not limit the responsibility of the contractor under the contract to provide further resources (marine spreads) as may be found necessary for timely completion of the work.

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

6.5. Bids from Joint Venture / Consortium are not acceptable.

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.

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

6.7. Timely completion of works is of great importance and the time required for completion of the works from the date of placement of Purchase Order, must be adhered to as stipulated in the individual Purchase Order. The bidder has to make a firm commitment regarding his ability to complete the works by the scheduled date.

6.8. The entire work shall be carried out by any means like grab dredging, hydraulic excavation, suction dredging etc. and the dredged spoils shall be dumped at the approved dumping areas of MbPT.

6.9. Mazagon Dock Shipbuilders Limited will not be responsible for any costs or expenses incurred by the Bidder in connection with the preparation and submission of his bid or for any other expenses incurred in connection with such bidding.



6.10. The Contractor shall at his own expense, provide, install, operate and maintain an approved Differential Global Positioning System (DGPS) which shall fully cover the site of the Works, an all-weather seaworthy launch suitable for surveying, all survey equipment and an automatic tide gauge as directed by the Engineer.

6.11. The marine survey for taking pre-dredging, intermediate, if required, and post-dredging sounding(s) shall be taken by Marine Survey Dept. of MbPT/MMB/MPSO in the presence of MDL representative and the contractor.

6.12. Payment to the contractor shall be based on certified sounding chart of Pre & Post dredging survey only.

7. **स्थल मुआयना /SITE VISIT:**

7.1. It is considered necessary that the Bidder(s) visit the site and get clear idea about the work involved, before quoting. The Bidder(s) are therefore advised to visit the site and study all the particulars of the site and the nature of the work.

7.2. Bidder(s), if required, may contact on telephone no. 23764221/23764222/2376 4230/23725090 or email: tscomm@mazdock.com for any doubts /clarifications / site visits.

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

8.1. Bidders shall furnish EMD of **₹6,00,000/- (Rupees Six Lakh Only)** against this tender.

8.2. The EMD can be remitted directly to MDL Bank Account as per details given below:

Beneficiary's Name	Mazagon Dock Shipbuilders Limited
Name of Bank	State Bank of India
Branch	Mazagon Br.
Branch Code	9054
Bank Address	Mazagon Branch, Mazagon, Mumbai - 400 010
Telephone No. of Bank	23752802
Account No	10005255246
Account Type	Current Account
IFSC/RTGS/NEFT Code	SBIN0009054
MICR / NECS Code	400002120
Income Tax PAN No.	AAACM8029J
GST ID No	27AAACM8029J1ZA

8.3. In case bidders remit the EMD directly to MDL Bank account through NEFT, they should specifically mention the details of company name as well as nature of remittance, tender number/order number etc in the text/narration fields of Bank's NEFT remittance in order to identify the same. **The format at Enclosure-2 is required to be filled up by the bidder and scanned copy of the same is to be uploaded along with Techno-commercial bid (Part-I).**

8.4. EMD can also be submitted in the form of Bank Guarantee in the prescribed format at **Enclosure-4**. The Bank Guarantee should be valid for **04 more weeks** beyond the offer validity period indicated in the Tender and should be drawn from any of the banks in the list of approved Banks by SBI/Canara Bank published on MDL website www.mazdock.com →Vendors→Bills/EMD Status →List of First Class Bank approved by CPC on 23 February 2016. Bidders submitting EMD by way of Bank Guarantee are requested to inform their issuing



Bank to provide complete details viz., address, telephone / fax number(s) and e-mail id on their cover letter enclosing the BG.

8.5. The Scanned Copy of the filled format at **Enclosure-2 /DD/Bank Guarantee** towards EMD shall be uploaded in the Techno-commercial bid (Part-I).

8.6. Bidder shall send the original of the Bank Guarantee towards Earnest Money Deposit (EMD) by Registered Post/Speed Post/Courier so as to reach the designated addressee within **07 Days** from the closing date of the tender during office working hours i.e. up to 1730 hrs. Timely submission of the original EMD instrument is the responsibility of the bidders and no reasons / excuses in this regard will be entertained by MDL.

8.7. **If the original of EMD instrument is NOT RECEIVED within the stipulated period of 07 Days from the closing date of the tender, the Bids / Offers will not be considered.**

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

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

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

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

8.10.2. If the successful bidder declines acceptance of order.

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

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

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

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

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

10. **वैधता अवधि / VALIDITY PERIOD:**

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

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

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

11.1. Offer must be submitted in Two parts i.e. Part-I (Techno-Commercial Bid) and Part-II (Price Bid) as appearing online on the portal <http://eprocuremdl.nic.in>.

11.1.1. **Techno-Commercial (Part-I) Bid:**



- i) Bidders' details in the form **as appearing online.**
- ii) Acceptance on clauses of Tender Enquiry (TEF) in the Prescribed Format **appearing online** stating 'Accepted' OR 'Not Accepted' as applicable for each of the clause.
- iii) Acceptance on clauses of Standard Terms & Conditions (STACS) in the Prescribed Format **appearing online** stating 'Accepted' OR 'Not Accepted' as applicable for each of the clause.
- iv) Acceptance on clauses of General Terms & Conditions (GT&C) in the Prescribed Format **appearing online** stating 'Accepted' OR 'Not Accepted' as applicable for each of the clause.
- v) BLANK Price Bid clearly indicating 'QUOTED' / 'NOT QUOTED' against the relevant heads as **appearing online.**
- vi) Deviations, if any, from Terms, Conditions & Technical requirements specified in the Tender Enquiry, GT&C and STACS with reasons thereof shall be clearly indicated against the relevant clause(s) **in the form appearing online in Part-I bid.**
- vii) Documentary evidence in support of Past experience and Performance on Similar works during the last 7 years, stipulated at Clauses 6.1.1. or 6.1.2. or 6.1.3.,as applicable, **shall be uploaded in online Part-I bid.**
- viii) Bidders shall **upload scanned copies** of Audit certified Balance Sheets & Profit/Loss Accounts for the relevant years in Part-I bid.
- ix) Bidder's Undertaking at **Enclosure-1** shall be duly filled in, signed & stamped with company seal and scanned copy of the same shall be uploaded in online Part-I bid.
- x) Scanned copy of Bank details for payment by NEFT/RTGS/ECS at **Enclosure-3**, duly filled in, signed & stamped by the bidder and authenticated by the Banker shall be uploaded in online Part-I bid.
- xi) **Schedule of Plant & Equipment** in the format at **Enclosure-7** typed on bidder's letterhead with necessary details, signed & stamped with company seal shall be scanned and uploaded in online Part-1 bid.
- xii) Scanned copy of Special Conditions of Contract at **Enclosure-8**, duly signed & stamped by the bidder with indicating accepted.
- xiii) Scanned copy of **'Integrity Pact'** as per format at **Enclosure-11**,(along with Annexure A & B) duly filled in, signed & stamped by the bidder shall be uploaded in online Part-I bid.
- xiv) Scanned copy of **Goods & Service Tax (GST) Registration Certificate** and **Permanent Account Number (PAN)**, duly signed & stamped with company seal shall be **uploaded in online Part-I bid.**
- xv) Bidders not permanently registered with MDL shall comply with the following:
 - a) Upload a scanned image of Bidder's company profile duly self attested and stamped with their company seal in online Part-I bid.
 - b) Upload a scanned image of Valid Bidder's Shop & Establishment Registration Certificate self attested and stamped with their company seal in online Part-I bid.
 - c) Upload List of Equipment with its Model / Year / working status along with details of Manufacturing facilities duly self attested and stamped with their company seal in online Part-I bid.
 - d) Upload List of Personnel with their designations, Qualification & Experience duly self attested and stamped with their company seal in online Part-I bid.



xvi) Bidders registered with Mazagon Dock Shipbuilders Limited **shall upload scanned copy** of Valid Registration Certificate issued by MDL.

xvii) Bidders registered with NSIC in the relevant category as defined in the similar work **shall upload scanned copy(s)** of Valid Registration Certificate along with the list of items / services for which they are registered with NSIC. Similarly, Bidders registered as Micro / Small Enterprises (MSEs) in the relevant category as defined in the similar work **shall upload scanned copy(s)** of Valid Registration Certificate, issued by the Competent Authority, along with the list of items / services for which they are registered.

xviii) The scanned image of the instruments towards Earnest Money Deposit (EMD) / BID BOND and INTEGRITY PACT BANK GUARANTEE (IPBG) as stipulated in TEF clause no. 8 & 4 respectively shall be uploaded. The original of the above DD / BG towards Earnest Money Deposit (EMD) / BID BOND and INTEGRITY PACT BANK GUARANTEE shall be sent by Registered Post/Speed Post/Courier to Additional General Manager (TS) in a sealed envelope super scribing Tender Enquiry No. and Due date, so as to reach within **07 Days** from the closing date of the tender during office working hours i.e. up to 1730 hrs, **addressed To,**

अपर महाप्रबंधक (तकनीकी सेवाएँ)

तकनिकि सेवाएँ विभाग,

पहिली मंज़िल, प्रशासनिक बिल्डिंग,

अल्कोक यार्ड, माझगांव डॉक शिपबिल्डर्स लिमिटेड,

डॉकयार्ड रोड, मुंबई - ४०००१० (भारत)

Addl. General Manager (TS),

Technical Services Department,

1st Floor, Admin Building,

Alcock Yard,

Mazagon Dock Shipbuilders Limited,

Dock Yard Road,

Mumbai – 400010 (INDIA)

Notes:

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



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

- i) Price Bid as appearing in the format are **to be filled ONLINE ONLY** by the bidder.
- ii) The quantity of item in the BOQ is INDICATIVE ONLY and may vary during execution of specific works ordered under the Rate Contract.

12. **बोलियों का मूल्यांकन/EVALUATION OF BIDS:**

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

13. **निविदाएँ खोलने की प्रक्रिया / OPENING OF BIDS:**

13.1. **Part-I (Techno-commercial Bid):** Part-I bid will be opened online on the tender opening date from 1430hrs onwards in Technical Services Department. Bidder(s), who wish to remain present during the tender (Part-I) opening, should nominate on their **company letterhead** the name and designation of one person authorised to remain present at the time of opening the bid and send this letter so as to reach the undersigned at least one working day prior to the closing date of the tender. Alternatively, the bidder can view the tender online by logging their user id on the portal <http://eprocuremdl.nic.in>.

13.2. **Part-II (Price Bid):** After completion of Technical scrutiny, intimation for opening of Part-II bid will be communicated only to technically accepted bidders. Such intimation may be given at a short notice by Fax, E-mail or even by telephone, only to the technically accepted bidder(s). If any such technically accepted bidder wishes to remain present at the time of opening the Price Bid, he may depute one representative with proper authorization letter on their **company letterhead**. Alternatively, the bidder can view the tender online by logging their user id on the portal <http://eprocuremdl.nic.in>.

14. **बोली अस्वीकृति करनेकी मापदंड /BID REJECTION CRITERIA:**

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

- 14.1.1. Bids received after tender closing date and time.
- 14.1.2. Bidders not submitting EMD or relevant documents in respect of exemption from submission of EMD.
- 14.1.3. Bidders not submitting Original EMD within the stipulated period of **07 Days** from the closing date of the tender during working hours i.e. up to 1730 hrs, other than those who are exempt from payment of EMD, as specified in the tender.
- 14.1.4. Bidders not agreeing to accept Integrity Pact or submitting integrity pact with deviation in MDL format.
- 14.1.5. Bidders not submitting IPBG as specified in the tender.
- 14.1.6. Bidders not submitting Original IPBG within the stipulated period of **07 Days** from the closing date of the tender during working hours i.e. up to 1730 hrs, as specified in the tender.

14.2. Following bid rejection criteria may render the bids **Liable for Rejection:**

- 14.2.1. Bidder's failure to submit sufficient or complete details for evaluation of the bids even after given reasonable time by MDL. The overall time allowed shall not exceed 03(Three) weeks.
- 14.2.2. Incomplete / misleading / ambiguous bids in the considered opinion of MDL.
- 14.2.3. Bids with technical requirements and or terms not acceptable to MDL.



- 14.2.4. Bids received without pre-qualification documents where required as per the tender.
- 14.2.5. Bids not meeting the pre-qualification parameters stipulated in the tender enquiry.
- 14.2.6. Unreasonably longer delivery period quoted by the bidder.
- 14.2.7. Validity period indicated by bidders is shorter than that specified in the tender enquiry.
- 14.2.8. Bidders not agreeing to furnish required Security Deposit / Required Contract Performance Guarantee till completion of the supplies / services as per contract.
- 14.2.9. Bidder not uploading scanned copy of IP & IPBG, BG for EMD.
- 14.2.10. Bidders not agreeing to furnish Performance Bank Guarantee for Equipment supplied / Services rendered or not agreeing for retention of equivalent amount by MDL upto the period till completion of contractual & Guarantee / Warranty obligations.
- 14.2.11. In case of E-Tenders, the original of the uploaded copy of EMD(DD/BG), if received after 07(Seven) days of the tender closing date.

15. **दर अनुबंध की अवधि /PERIOD OF RATE CONTRACT:**

15.1. The successful bidder shall have to carry out the dredging work(s) at the quoted / accepted rates for a period of **TWO YEARS** from the date of Rate Contract Order. The contract may be extendable for a period of Six Months with the same rates, terms and conditions, if the Contractor's services are found satisfactory.

15.2. This Rate Contract will only be an agreement between MDL and the Contractor to provide services at specified prices during the period covered by the contract. While the Contractor is to execute any dredging work during the currency of the contract at the agreed rates, it should be realized that the Rate Contract is just a standing order and will come into effect only when a separate Purchase Order for any specific work is placed.

15.3. Separate Purchase Order for specific dredging work to be carried out under this Rate Contract will be issued by MDL from time to time as per the requirements. The Purchase Orders may be placed up to the last date of the currency of the Rate Contract but not after the expiry of the Rate Contract. The contractual conditions for Completion Schedule, Retention Money, Performance Bank Guarantee, Insurance, etc. will be as specified in the individual Purchase Order.

15.4. The Rate Contract will remain in force for the purpose of completion of all works ordered during the currency of the Rate Contract until they have been completed.

15.5. Depending upon the requirement, the successful bidder(s) shall have to mobilise their resources and commence the work at site within a period of **07 (seven)** days from the date of placement of individual Purchase Order(s). The mobilization period may be lesser in case there is urgent requirement of certain dredging works.

15.6. A minimum of 8,000 CuM dredging qty. would be assured as and when the Purchase Order is placed by MDL.

16. **मूल्य निर्धारण /PRICING:**

16.1. The quoted price shall be inclusive of all costs towards mobilization/demobilization & operations of requisite Marine Spread, deployment of necessary manpower, Survey costs associated with the dredging work(s) etc., which shall remain firm & fixed till satisfactory completion of the entire work.



17. **प्रतिधारण मुद्रा / RETENTION MONEY:**
17.1. Retention Money shall be deducted from the Contractor's Bills @ 15% of the Invoice Value for individual Purchase Orders placed under the Rate Contract. Retention money shall be released to the contractor after **90 (Ninety days)** from the date of satisfactory completion of the dredging work stipulated in the relevant Purchase Order subject to 'No Claim' from MbPT for non compliance of dumping norms.
18. **कार्य एवं माप का क्रियान्वयन / EXECUTION OF WORK AND MEASUREMENT:**
18.1. All works shall be carried out and measured as per specifications and standard Engineering practice. The Contractor shall ensure that skilled workmen in their respective trades are employed. He shall also employ qualified Engineer(s) / Supervisor(s) experienced in similar type of work, as required, for execution of work(s) efficiently.
18.2. Request for permission for working on Saturday / Sunday / holidays if required, should be submitted 3 working days prior to the date of holiday, to Personnel department and Security through Technical Services Department.
18.3. All the quantities indicated in the Bill of Quantities are indicative but the Contractor will be paid for the actual work carried out at site at the rates quoted / negotiated, which will remain firm during the operations of the contract.
18.4. All the works under or in course of execution or executed in pursuance of the contract shall at all times be open to inspection and supervision of the Engineer-in-charge and his authorized subordinates and the Contractor at all times during the usual working hours, offer assistance for the inspection of work. Orders given to the Contractor's agent shall be considered to have the same force as if they had been given to the contractor himself.
19. **भुगतान की शर्तें / TERMS OF PAYMENT:**
19.1. MDL payment terms shall be as under:
19.1.1. No Advance shall be paid against individual Purchase Orders issued under the Rate Contract.
19.1.2. The payment for work done will be made through RTGS/NEFT/ECS as per the actual quantities of the work executed by way of Running Account (RA) Bills. The bills must be submitted in triplicate along with the joint measurement taken at site with the designated representative of Technical Services department.
19.1.3. The payment against R.A bills will be made within 25-30 days and the final bill within 45-60 days of its receipt in MDL along with all the necessary documents including 'Work Completion Certificate' duly certified by the designated representative of Technical Services department, required for processing the bills.
19.1.4. Before submission of the final bill, the Contractor should sign and submit a "No Claim Certificate" indicating that he has no claim against the company under the contract except as included in the Final Bill.
20. **समानांतर दर अनुबंध/PARALLEL RATE CONTRACT:**
20.1. MDL reserves the right to award Parallel Rate Contracts to one or more Bidders depending upon the urgency of the requirements as per the following general guidelines:
20.1.1. L1 Bidder – 60% of the value expected during the tenure of the Rate Contract.
20.1.2. L2 Bidder – 40% of the value expected during the tenure of the Rate Contract.



20.1.3. L2 bidder will be offered to match the quoted/negotiated price of L1 bidder before award of parallel contract. Parallel Rate Contract to the L2 bidder, as per the above ratio, shall be awarded only if L2 agrees to match the quoted /negotiated price of L1 in totality.

20.2. In case L2 bidder decline to match the quoted/negotiated rate(s) of the L1 bidder, the other technically qualified bidder(s) viz., L3, L4 etc. will be offered to match L1's rate(s).

20.3. The award of further work to a contractor will be based on the satisfactory performance and timely completion of the allotted work.

21. **बीमा/ INSURANCE:**

21.1. The successful bidder has to keep MDL indemnified against any claims by purchasing **WORKMEN COMPENSATION** insurance policy from any Insurance Company of repute, which shall be valid from the date of commencement of dredging work till satisfactory completion of the work as per the individual Purchase Orders issued under the Rate Contract.

21.2. In addition to the above, the successful bidder shall furnish valid Insurance Policy for their Plants & Machinery deployed at site for carrying out the dredging works.

21.3. All dredgers and ancillary crafts mobilized by the contractor for the purpose of execution of this contract must be suitably insured. Whereas, vessels registered under MS Act must be insured with a member of the International Group of P & I Club, vessels registered under I. V. Act shall be insured with any reputed Indian Insurance company in the following manner:

21.3.1. The hull, machinery and 3rd party liability.

21.3.2. Total loss of the vessel.

21.3.3. Total coverage for wreck removal in case the vessel is wrecked.

21.4. All persons deployed by the contractor on board the vessels and ashore shall be insured by the contractor at his cost and documentary evidence should be provided before commencement of work. MDL shall not be responsible in any manner for any accident, injury or death to the personnel engaged by the Contractor during execution of the contract.

22. **सुरक्षा जमा राशि /SECURITY DEPOSIT:**

22.1. Within 15 days from the date of placement of the Rate Contract Order, the successful bidder(s) shall submit a Security Deposit (SD) equivalent to 5% of the contract/order value (excluding applicable taxes/duties) towards contract performance by way of Bank Guarantee as per prescribed format or NEFT / Demand Draft in favour of Mazagon Dock Shipbuilders Limited, Mumbai. The format at Enclosure-2 is required to be filled up by the successful bidder(s) and scanned copy of the same is to be email to:- tscomm@mazdock.com For the purpose of calculation of SD amount, the order value shall be arrived at by multiplication of the agreed rate(s) and the indicative quantity stipulated in the BOQ.

22.2. The Bank Guarantee shall be from the list of banks approved by SBI / Canara Bank published on MDL website www.mazdock.com →Vendors→Bills/EMD Status →List of First Class Bank approved by CPC on 23 February 2016.

22.3. The Bank Guarantee towards SD must be valid for 30 Days beyond the tenure of the Rate Contract. In case of delays in submission of Security Deposit, MDL reserves the right to charge Interest at PLR of SBAR+2% from the firm for such period of delays.



22.4. **In case Parallel Rate Contracts are placed by MDL, the amount towards 'Security Deposit' in respect of the L1 & L2 bidders shall be in the ratio of 60:40 respectively.**

22.5. In case the Rate Contract is extended by MDL beyond the stipulated period of 03 years, the Contractor(s) shall have to extend the validity of the Bank Guarantee towards Security Deposit for the said period.

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

23. **बोलीदाताओं का दायित्व / BIDDER'S OBLIGATION:**

23.1. Bidder shall abide by all Terms of Tender Enquiry (TEF), Standard Terms And Conditions (STACS) for Civil Works, General Terms And conditions (GT and C) for Civil Works and respective acceptance formats **are to be filled as appearing online in e-Techno-Commercial (Part-I) bid.** The bidder shall also abide by the Statutory requirements, Official Secret Acts 1923, Safety Code and Security Procedure, which can be downloaded from www.mazdock.com -> Tenders->Technical Services.

24. **कर और शुल्क /TAXES AND DUTIES:**

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

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

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

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

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

24.6. If the vendor is registered under GST, the GST registration number (15 digit GSTIN) issued by GOI shall be mandatorily provided by the vendor. Vendor having multiple business verticals within state / at multiple states with separate GST registration numbers shall forward GSTIN of only that vertical which is



involved in supply of goods and/or services. MDL GSTIN is 27AAACM8029J1ZA and vendor shall mention the same while invoicing and avoid any data entry error on GST portal.

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

24.8. If the vendor is registered under GST, vendor shall file all applicable returns under GST Laws in the stipulated time & any losses of tax credit to MDL arising due to delay in filing will be recovered from their invoice wherever MDL is eligible to avail tax credit. Any default towards payment of tax and / or uploading of monthly returns by supplier/contractor, MDL retains right to withhold payments towards tax portion until the same is corrected & complied by the supplier/contractor with the requirement of GST along with satisfactory evidence.

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

25. **कार्यशाला एवमयंत्र /PLANT & MACHINERY:**

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

26. **जलापूर्ति / WATER SUPPLY:**

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

27. **बिजली की आपूर्ति / ELECTRIC SUPPLY:**

27.1. No electric power will be supplied by MDL.

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

28. **मूल्य वरीयता / PRICE PREFERENCE:**

28.1. NO PRICE PREFERENCE SHALL BE GIVEN TO ANY BIDDER IRRESPECTIVE OF THEIR STATUS.

29. **बोलियाँ में संशोधन /MODIFICATION TO THE BIDS:**

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

30. **सार्वजनिक शिकायत कक्ष /PUBLIC GREIVANCE CELL:**

30.1. 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 **6thFloor, Mazdock House** or send their complaints / grievances to him in writing for redressal. His Telephone No. is **2375 9793/ 2376 2121**

31. **वृद्धि /ESCALATION:**

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

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

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

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

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

where

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

W : Cost of work done worked out as per para 31.1.2 above.

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

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

Where

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

W : Cost of work done worked out as per para 31.1.2 above.

L_i & L_{io} : **Consumer Price Index** for Industrial Labour (All



India) declared by Labour Bureau, Govt. of India) as applicable for the period under consideration and that valid at the time of receipt of tenders, respectively.

$$\text{ii) } V_f = W \times 0.30 \times (F_i - F_{i0}) / F_{i0}$$

Where

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

W : Cost of work done worked out as per para 31.1.2 above.

F_i & F_{i0} : Average index number of whole sale price for **group (fuel, power, light and lubricants)** - as published by the Economic Adviser to Govt. of India, Ministry of Industry & Commerce for the period under reckoning and that valid at the time of receipt of tenders, respectively.

31.1.4. The following principles shall be followed while working out the indices mentioned in subpara 31.1.3 above:

i) The index relevant for any month will be the arithmetical average of the indices relevant to the three calendar months preceding the month in question.

ii) The base index will be the one relating to the month in which the tender was stipulated to be received.

iii) The compensation for escalation shall be worked out at quarterly intervals and shall be with respect to the cost of work done during the previous three months. The first such payment will be made at the end of six months excluding the month in which the tender was submitted and thereafter at three months interval.

31.1.5. In the event the price of materials and/or wages of labour required for execution of the work decrease/s, there shall be downward adjustment of the cost of work so that such price of materials and/or wages of labour shall be deductible from the cost of work under this contract and in this regard the formula herein before stated under this para 31.1.3 shall mutatis mutandis apply.

32. परिनिर्धारित हर्जाना / LIQUIDATED DAMAGES:

32.1. Time is the essence of the contract and therefore the job, as ordered, should be completed on the dates mutually agreed upon in accordance with the delivery schedule. In cases of delay not attributable to MDL beyond the agreed schedule, the Contractor shall pay liquidated damages, a sum representing 0.5% (Half percent) per week or part thereof, subject to maximum of 5% of the final Order / Contract value.

32.2. Supplier / Contractor (Seller) will also be liable to pay Liquidated Damages for late delivery of Manuals, Drawings and Documentation as agreed to by Purchaser and Supplier / Contractor (Seller) and as stated in the Purchase Order. The amount of such damages will be clearly defined in the Purchase Order and may extend up to 5% of the final Order/Contract Value.

32.3. If the Contractor fails to complete the works within the time or extended time as per the Order, then the contractor shall pay to MDL the sum stated above as liquidated damages for such default and not as a penalty for every day or part of a day which shall elapse between the time prescribed or extended time as the



case may be and the date of completion of works. MDL may without prejudice to any other method of recovery deduct the amount of such damages from any monies in his hands due or which may become due to the contractor. The payment or deduction of such damages shall not relieve the contractor from his obligation to complete the works or from any other of his obligations and liabilities under the contract.

32.4. If before the completion of the whole of the works any part of the works has been certified by the engineer as completed and occupied or used by MDL the liquidated damages for delay shall for any period of delay after such certification be reduced in the proportion which the value of the part so certified bears to the value of the whole of the works.

33. **बाधा/ HINDRANCE:**

33.1. A Hindrance Register as per attached format at **Enclosure-9** shall be maintained with the Designated Representative from Technical Services (TS) Department. The Contractor shall submit schedule for completion of work and get it signed by MDL executive. The Schedule shall list out the major milestones leading to the completion of work as per final delivery date stipulated in the PO/Contract.

33.2. The Hindrance Register shall document the following aspects post placement of the PO/ Contract:-

33.2.1. Reasons for the delay vis-à-vis the mutually agreed schedule

33.2.2. Delay in MDL inputs (Drawings/ Documents/ Site Clearances/ Services/ Inspection Call)

33.2.3. Delay by Inspection Agency/ Customer

33.2.4. Delay on account of specialist services

33.2.5. Non performance by the Contractor

33.2.6. Delinquency by the vendor

33.2.7. Force Majeure

33.2.8. Any other relevant reason

33.3. All the hindrances with date of occurrence and removal are to be noted in the hindrance register. The Hindrance Register will be signed by both the parties i.e. Designated Representative from Technical Services Department and the authorized Signatory from the Contractor side.

33.4. The Contractor may record their observations in the hindrance register. Any objections raised by the contractor shall be attended to and resolved without any delay.

33.5. In case the contractor has a different opinion for hindrance and a dispute arises, then the matter shall be referred to next higher authority in MDL and the decision shall be communicated to the Contractor within 15 days. **The Contractor shall note that the decision of the next higher authority from MDL in case of dispute in respect of hindrances during the course of executing an order/ contract shall be final and binding on the contractor.**

33.6. In case, MDL is unable to remove the hindrance immediately and if it is likely to take some time, the contractor shall be informed accordingly by the user. In such cases the contractor may reduce manpower deployed on the work. **The Contractor shall also note that Under no circumstances Contractor shall be paid for idle manpower.**

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

34.1. It is desirable that the bidders accept the tender terms & conditions without any deviation. In case of deviations sought by bidders against Payment



Terms/other Commercial Terms, the Price Bids of such bidders shall be loaded for ranking of bids to judge the Lowest (L1) bidder as detailed below:

34.2. It is desirable that the bidder accepts the Terms of Payments indicated in the tender enquiry above. Varied payment terms quoted by indigenous bidders as compared to the terms stated in the Tender document shall be normalized by adopting the 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.

34.3. Deviations sought in respect of rate per week and / or maximum ceiling in respect of liquidated damages shall be loaded to the quoted price. For example, the maximum ceiling towards liquidated damages stipulated in the Tender is 5% and the bidder seeks to limit it to, say 3.50% then the price quoted will be loaded by 1.5%. If the rate of LD per week is 0.50% per week or part thereof as per tender and the bidder seeks it as, say, 0.40% per week or part thereof, the maximum ceiling on LD as per tender will first be equated to weeks (10 weeks in this case) and the rate proposed by the bidder i.e. 0.40% will be multiplied by the so equated maximum period (which works out to 4%) and the quoted price will be loaded accordingly by 1%. Delivery being the essence of the contract, it is desirable that the bidder(s) adhere to the stipulated clause.

34.4. Bidder(s) are advised to peruse the loading criteria thoroughly and understand the same. In case of doubt, bidders are required to get clarification on the same prior to submission of their bid(s). Revision of price bids due to reason of lack of clarity on loading factors shall not be allowed.

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

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

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

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

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

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

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

36.5. Bidders who had earlier participated in MDL tenders on e-Procurement portal <https://mdl.eproc.in> need to register again on the current e-Procurement portal <https://eprocuremdl.nic.in>

36.6. Training to vendors for E-procurement is organized by CIT department of Mazagon Dock Shipbuilders Limited & National Informatics Centre Representative on every Friday at 1400 hrs in CIT Department. Vendors desirous of attending the training may contact Mr. M. S. Kumbhare, AGM(C-MP) on telephone +91-22-23763252 & email – miskumbhare@mazdock.com

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

37.1. Bidders can participate in online bidding

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



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

38. **अनुचित ऑनलाइन भरना / IMPROPER ONLINE FILLING:**

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

39. **एमडीएल का अधिकार / MDL's RIGHT:**

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

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

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

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

Enclosures:

1.	Enclosure-1	-	Form of undertaking to be furnished by the bidder
2.	Enclosure-2		MDL Bank Account Details for Online Remittance of EMD/Security Deposit
3.	Enclosure-3	-	RTGS/NEFT/ECS – Mandate Authorisation Form
4.	Enclosure-4	-	Proforma Bank Guarantee format for Bid Bond / EMD
5.	Enclosure-5	-	Proforma for Security Deposit Bank Guarantee
6.	Enclosure-6	-	Extract of Official Secrets Act, 1923
7.	Enclosure-7	-	Schedule of Plant & Equipment (to be submitted on bidder's letterhead)
8.	Enclosure-8	-	Special Conditions of Contract
9.	Enclosure-9	-	Hindrance Register Format
10.	Enclosure-10	-	Price Bid (Part-II) – to be submitted ONLINE
11.	Enclosure-11	-	Integrity Pact
12.	Enclosure-12	-	Integrity Pact Bank Guarantee
13.	Enclosure-13	-	General Terms and Conditions (GT&C) – Attached Separately
14.	Enclosure-14	-	Standard Terms and Conditions(STACS) – Attached Separately
15.	Statutory requirements & Safety clause	-	To be downloaded from MDL website www.mazdock.com
16.	Procedure for security passes	-	To be downloaded from MDL website www.mazdock.com



Enclosure-1

FORM OF UNDERTAKING TO BE FURNISHED BY THE BIDDER

To,
Additional General Manager (TS),
Technical Services Department,
Mazagon Dock Shipbuilders Limited,
Dockyard Road, Mumbai-400 010.

Sir,

Sub: Biennial Rate Contract for Maintenance Dredging on as and when required basis in MDL Mumbai.

Ref: MDL Tender Enquiry No. 1900000020 dated 11 Aug '17

1. Having visited the site, examined and understood the General Conditions of Contract, Special Conditions of Contract and Bill of Quantities for the above named work, we offer to execute the whole of the said works in conformity with the said General Conditions of Contract, Special Conditions of Contract and Bill of Quantities for the sum stated in Bill of Quantities included in this Tender Document for such other sum as may be ascertained in accordance with the said conditions of Contract.
2. We undertake to complete and deliver the whole of the works comprised in the Contract within the time stated in this tender.
3. We have independently considered the amount of Liquidated damages indicated in the tender and agree that it represents a fair estimate of the loss likely to be suffered by you in the event of the work(s) not being completed in time.
4. If our Tender is accepted, we will, when required, obtain the guarantees from a Bank (to be approved by you) to be jointly and severally bound with us for the sum named in the tender for the due performance of the Contract under the terms of a Bond to be approved by you.
5. We agree to submit Insurance Policy as stipulated in Clause no.21 of the tender and the same shall be valid during the tenure of the Contract.
6. We agree to abide by this Tender for the period of 180 days from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiry of this period.
7. We agree to enter into Integrity Pact & abide by the same as stipulated at Clause no.4 of the tender
8. Unless and until a formal Agreement or Order is prepared and executed, this tender together with your written acceptance thereof, shall constitute a binding Contract between us.
9. We understand that if our Tender-Bid is accepted, we are to be jointly and severally responsible for the due performance of the Contract.
10. We undertake to comply with the 'Anti-profiteering clause' under the GST Act 2017.
11. We understand that you are not bound to accept the lowest or any Tender you may receive.

Dated this _____ day of _____ (year)

Signature _____ in the capacity of _____

duly authorised to sign Tenders for and on behalf of _____

(IN BLOCK CAPITALS)

Witness:

Signature _____ Address of Witness _____

Name _____ Occupation _____

**Enclosure-2**

MAZAGON DOCK SHIPBUILDERS LIMITED
DOCKYARD ROAD
MUMBAI - 400010

1. MDL'S BANK ACCOUNT DETAILS:

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

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

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

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

Signature of Bidder

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

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

**Enclosure-3****RTGS/NEFT/ECS – MANDATE AUTHORISATION FORM**

1.	VENDOR NAME	:	
2.	PAN NO	:	
3.	GOODS & SERVICE TAX (GST) ID NO.	:	
4.	VENDOR ADDRESS	:	
5.	VENDOR'S TELEPHONE/ FAX & Mobile No	:	
6.	E-MAIL ADDRESS	:	
7.	BANK NAME	:	
8.	BANK ADDRESS	:	
9.	ACCOUNT NUMBER	:	
10.	ACCOUNT TYPE	:	
11.	NEFT CODE	:	
12.	RTGS CODE	:	
13.	MICR CODE	:	

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

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

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

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



Enclosure-4

PROFORMA BANK GUARANTEE FOR BID BOND / EMD

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

IN CONSIDERATION OF MAZAGON DOCK SHIPBUILDERS LIMITED, a company incorporated under the Companies Act 1956 and having its registered office at Dockyard Road, Mumbai 400010(hereinafter referred to as the "the Company" which expression shall, unless it be repugnant or contrary to the subject or context thereof, be deemed to mean and include its successors and assigns) having agreed to accept the Earnest Money Deposit (EMD) of Rs------(Rupees----- only) in the form of Bank Guarantee from Messers..... a partnership firm/sole proprietor business/a company registered under the Companies Act, 1956 having its office at(hereinafter called " the tenderer" which expression shall, unless it be repugnant or contrary to the subject or context thereof, be deemed to mean and include its successors and assigns) for participating in the Tender no.....dated..... (hereinafter called "the tender" which expression shall include any amendments/alterations to "the tender" issued by "the Company") for the supply, delivery at site, installation and commissioning of certain equipment, item/services/civil worksetc., 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 nonperformance and non-fulfilment or for any breach on the part of the tenderer of any of the terms and conditions of the said tender.

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

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

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



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

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

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

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

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

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

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



Enclosure-5

PROFORMA BANK GUARANTEE FOR SECURITY DEPOSIT
(ILLUSTRATIVE FORMAT)

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

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

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

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

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



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

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

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

7. Notwithstanding anything contained herein above:

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

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

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

For Bank
(by its constituted attorney)

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

**Enclosure-6****EXTRACT OF PROVISIONS OF THE OFFICIAL SECRETS ACT, 1923****SECTION 2(B) ; “PROHIBITED PLACE”**

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

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

SECTION 3 : “PENALTIES FOR SPYING”

If any per unlawfully -

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

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

SECTION 4 : “COMMUNICATION WITH FOREIGN AGENTS”

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

SECTION 5 : “WRONGFUL COMMUNICATION OF INFORMATION”

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

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

Shall be guilty of an offence under this Act.

SECTION 6 : “UNAUTHORISED USE OF UNIFORMS”

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

SECTION 7 : “INTERFERING WITH OFFICERS OF POLICE”

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



SECTION 8 : “DUTY OF GIVING INFORMATION”

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

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

SECTION 9 : “INCITEMENT”

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

SECTION 10 : “PENALTY FOR HARBOURING SPIES”

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

SECTION 11 : “SEARCH WARRANTS”

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



Enclosure - 7

SCHEDULE OF PLANT & EQUIPMENT
(to be typed on bidder's letterhead)

We give below the list together with the necessary particulars of the dredging & other plant viz., Dredger, Tug, Hopper Barge etc. which we own, operate and maintain at the site for execution of the work. We fully understand that this list does not in any way limit our responsibility under the contract to provide all plant and gear necessary for the timely completion of the works and we undertake to add to this list, such plant, as may be found necessary.

DESCRIPTION (Type, capacity, etc.) of Marine Spread owned.	No. of	Insurance of Hull & Machinery. (copy to be enclosed).

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

Signature of the Bidder

Official Seal

**SPECIAL CONDITIONS OF CONTRACT**1. **SCOPE OF WORK:**

- 1.1. The contractor is required to carry out dredging in "KASARA, RDD, OUTER, MMP APPROACH CHANNELS, IN FRONT OF ALCOCK YARD & NHAVA YARD JETTIES AND TURNING CIRCLE AT MDL, MUMBAI" upto a required depth specified by MDL on as & when required basis. The Contractor shall employ any type of dredging method like grab dredging, hydraulic excavation, suction dredging etc. to dredge soft, compact or hard silted material including all soils like silt, sand, clay, loose stones & boulders, etc., upto the required level as indicated in the Purchase Order. The contractor will dredge, transport, and dump/dispose off spoils if any at the approved dumping areas of Mumbai Port Trust (MbPT). The contractor shall visit, inspect, and examine the site of work as well as the approved dredged spoil dumping areas of MbPT and satisfy himself before submitting his tender. The contractor shall also thoroughly acquaint himself with the tidal ranges, currents, swell, prevailing winds and weather, nature of the soil to be dredged, traffic and other conditions likely to affect his work. All cost and expenses that may be incurred by the bidder in connection with such investigations, shall be borne by him.
2. All levels as required by MDL are with respect to chart datum, which is 21.95M above Town Hall datum. Contractor has to dispose off spoils in the approved dumping grounds of the Mumbai Port Trust at outside the harbour (off Malabar Hill Point, flood dumping).
3. The successful bidder on receipt of Purchase Order will be required to submit a copy of police verification certificate and other necessary documents for making entry passes for their workers and supervisors who will be involved in the execution of the works.
4. The successful bidder shall deploy one Engineer / Supervisor during the execution of work under the rate Contract who will be complete in-charge of the work and workmen. Such person shall be authorised to take onsite decisions on behalf of the Contractor so that Engineer-in-charge or his representative can interact with him on all matters related to the execution of the job.
5. Sounding shall be taken in the area where the dredging is to be carried out. These soundings shall be taken before starting the dredging work and again at the end of the work, after reaching the required level as per drawings, and these two soundings shall form the basis for measuring the total quantities. Interim soundings in areas where dredging is done shall be taken for the purpose of making payments for the interim bills. Soundings shall be taken by Marine Survey Dept. of MbPT / Maharashtra Maritime Board (MMB), Engineer & Contractor. The charges towards pre & post dredging surveys shall be borne by MDL.
6. MDL / Mumbai Port Trust, reserves the right to allow the use of these dumping areas to other parties during this contract period.
7. The contractor shall make his own arrangement for providing all equipment, craft, etc., including ropes, pipes, buckets, grabs, pumps, fuel, power consumable goods, etc., together with sufficient quantities of spare parts for the efficient and uninterrupted execution of the works. He shall also arrange for the supply and transport of all materials to the site and of all labour required for the satisfactory execution and completion of the work. He shall employ competent staff



especially Dredging Master, Tug Master, Masters of Hopper Barges, etc., with adequate qualifications and experience to man his craft in all shifts to ensure proper execution of the contract. The contractor should not normally expect any assistance by way of equipment or craft from the Employer for carrying out the work.

8. Time shall be of essence of the contract. Failure on the part of the Contractor to complete the assigned work within the stipulated completion time, shall enable the Employer without prejudice to its rights under the Contract, to terminate the contract by giving 48 Hours notice and to complete the balance works at the risk and cost of the Contractor.

9. All the floating crafts and plant & machinery to be utilised shall be in good working order and seaworthy conditions.

10. The Contractor shall make his own arrangements at his own cost for providing his Site Office, Stores, etc. The Contractor shall locate his various facilities in such a way that they do not interfere with the working of the other Contractor or the work of MDL as well as the Port.

11. Wireless communications between shore and ship are not required. If contractor desires he can make his own arrangements.

12. In the event of the occurrence of any accidents at or near the site of works or in connection with the execution of the works, the contractor shall inform the Engineer of the same within 24 hours. He shall also report such accidents to all competent authorities whenever, such reports are required by them. In the event of any marine accidents, a report shall be made immediately to the Engineer.

13. The Engineer or his Representatives shall have at all times during working hours access to the Contractor's dredging and disposal craft, plant, etc., and shall have the right to call for and obtain any information regarding the maintenance and operation of plant, progress of works, etc., from the contractor or his representative. For making such visits to the dredging and disposal plants, etc., the contractor shall make available to the engineer or his Representative a suitable launch whenever required and make other necessary and proper arrangements for such inspection.

14. No assistance will be provided by MDL for mobilization of equipment and the contractor should get clearance from statutory authorities for movement of dredging and disposal plant, barges, crafts, launches, etc., at the site. Port dues, if any, will be borne by the contractor.

The Contractor shall, at his own expense, carry out all the necessary day to day surveys for monitoring of job and setting out of the works and shall for this purpose engage well qualified, experienced and competent marine and hydrographic surveyors for the works. The Contractor shall, for the purpose of checking the survey and setting out, provide to the Engineer all the assistance, which he may require. The Surveyor shall be selected having appropriate experience, and as far as possible, the same surveyor shall be provided throughout the Contract Period. Before commencing any survey work or setting out, Contractor shall give the Engineer not less than two days written notice of his intention to survey or to set out or to take soundings for any part of the Works in order that arrangements may be made for checking. The Contractor shall provide for the sole use of the Engineer and his staff, all necessary survey instruments and other equipment and all technicians, labour and attendants which the Engineer may require for checking the setting out and soundings. The Contractor shall maintain in good working order at all times, during the period of the



Contract, the instruments and equipment provided by him all as aforesaid. The Contractor shall provide at his own expense, any poles, staging, templates, or profiles required by the Engineer for checking or measurement of the Works. Working shall be suspended for such times as necessary for checking the lines and levels on any part of the Work, at no extra cost to the Employer.

15. Throughout the period of the contract, the contractor shall ensure that the work is carried out without causing any obstruction or interference to the normal traffic in the Port. The contractor's craft and personnel shall at all the times adhere to the established rules of the Port and comply with any directions in respect of navigation in the Port waters that may be issued from time to time by the Employer / Mumbai Port Trust.

The contractor shall also confirm in every way to the Employer's requirements in respect of marking, lighting and watching any structure, craft or equipment employed in the execution of the contract.

16. The existing depths for navigation available in the Port shall be maintained for normal traffic in and out of the Port. It will be Contractor's responsibility to see that the period of his working, the existing depths are not affected so as to cause obstruction to the normal traffic in the Port.

17. Since the behaviour of natural forces such as currents, tides, waves and winds, etc., is generally unpredictable, the effect by way of siltation, scour, erosion and bank slips on the volume of the work carried out by the contractor will not be taken into consideration and no adjustments made in the measured quantities for the area allotted to him for dredging. The benefit of scour, erosion or bank slips due to natural causes in the adjacent and/or adjoining land beyond the particular area allotted to the Contractor and prior to the allotment of the next area for commencing the dredging work, soundings, level, etc., shall be taken to arrive at the correct volume of dredging work to be carried out in that particular area.

18. There exist no major natural or artificial obstructions in the form of sunken wrecks of ships or plants in the area to be dredged. However, if any small obstructions like sunken buoys, and boulders are encountered, these shall be removed by the Contractor at his own cost and no claim, whatsoever, on this account will be entertained by the Employer.

19. Physical obstructions: If however, during execution of the works, the Contractor encounters physical obstructions or physical conditions, other than climatic conditions on the site, not foreseeable by an experienced Contractor, the Contractor shall forthwith give notice thereof to the Engineer. On receipt of such notice, the Engineer shall, if in his opinion such obstructions or could not have been reasonably foreseen by an experienced Contractor, after due consultation with the Contractor, determine:

The amount of any costs which may have been incurred by the Contractor by reason of such obstructions or conditions having been encountered, which shall be added to the contract price and shall notify the Contractor accordingly, such determination shall take into account of any instruction which the Engineer may issue to the Contractor in connection therewith, and any proper and reasonable measures acceptable to the Engineer which the Contractor may take in the absence of specific instructions from the Engineer.

20. No facilities for repairs or dry docking of the Contractor's crafts or plants can be spared by the Employer during the period of work. The contractor shall make his own



arrangements for such facilities at his own cost. The contractor will have to obtain assistance of the Port for pilotage, berthing and mooring facilities for his crafts, at his own cost.

21. The Contractor shall employ competent persons with adequate qualifications and experience in dredging to take charge of and maintain in good working order all dredgers, hopper barges, tugs and other craft employed on the Works.

22. The Contractor shall be responsible for the accuracy of the setting out of the Works.

23. Before starting dredging a joint survey of the sea bed shall be made by Marine Survey Dept. of MbPT / MMB, the contractor and the Engineer. The level of the sea bed shall be recorded by means of echo sounding equipment using frequency 210 KHZ. Soundings shall be taken on lines at 5 metres apart, or such other spacing as the Engineer may direct. Soundings shall be taken to nearest 100mm.

At the beginning and at the end of each day's soundings, a bar check shall be taken on the echo sounding machine. If the results of these checks are not to the satisfaction of the Engineer or his Representative, the soundings will be rejected and a fresh survey carried out. This stipulation applies to all soundings taken under this Contract.

24. When the dredging has been completed the area shall be surveyed jointly by Marine Survey Dept. / MMB, the Engineer and the Contractor on the same basis as specified for survey before dredging. It is to be noted that for the purpose of computation of volumes of dredged material for payment, recordings using 210 KHZ only will be used. The tenderer shall give a guarantee for the final levels achieved, for 30 days from the date of post dredging soundings taken by MbPT.

25. **Limits of tolerance for dredging:**

25.1. The width and dimensions shown on the Contract Drawings are the clear inside dimensions exclusive of any side slopes. The dredging shall be carried out to the specified levels shown on the Drawings or such modified levels as may be notified by the Engineer to the Contractor in writing.

25.2. The tolerance limits of 30 cm below the required level and Side slopes of 1 in 5 for dredging in soft marine clay, hard silty clay, boulders, clayey sandy gravel, etc. shall be paid extra over & above the specified dredged area.

25.3. No payment will be made in respect of materials dredged beyond the specified limits of tolerance.

26. Simpson's formula shall be used for computing Payment dredging volumes. The areas of sections shall be calculated by **Simpson's Rule** based on ordinates spaced not more than 5 m. apart and the volume calculated using areas of cross sections spaced not more than 5 m. apart. The actual spacing to be adopted of ordinates for areas and sections for volumes, in each case shall be determined by the Engineer. The volume between any two cross-sections shall be calculated by Simpson's cubic rule using areas of cross-sections as ordinates, spaced 5 meters apart or as directed by the Engineer According to this rule "the volume between any two cross-sections shall be calculated by adding together the areas of the extreme sections, twice the sum of areas of all intermediate sections of odd order 4 times the sum of the areas of all intermediate sections of an even order, multiplying by the distance between any two consecutive sections and dividing by 3".

27. Interim payments for dredging will be based on net quantities measured using the calculated difference between the agreed original sea bed levels from the surveys



and up-to-date agreed bed levels from interim surveys.

28. Final payments will be based on net quantities measured using the calculated difference between the agreed original sea bed levels from pre dredging surveys and the post dredging surveys. The measurement will be the net volume within limits and specified tolerances.

29. The cost of carrying out for setting out, positioning, setting monitoring of dredging, and dumping in approved dumping grounds if required etc., for the purpose of the execution of the Contract is deemed to be included in the rates and prices quoted in Bill of Quantities. No additional payment will be payable to the Contractor in this regard.

30. The work to be undertaken is under water and the Contractor should allow for all necessary works in tidal range or under water and for all delays or damages on account of this both in his program of works and in his rates and prices to be affixed to the Bill of Quantities.

31. When divers are employed, the Contractor shall arrange for competent linesman to be in attendance at all times during the diving operations. Before any diving is undertaken the Contractor is to supply the Engineer with two copies of the code prominently displayed on the craft or structures from which the operations take place. Complete equipment and a standby diver must be ready for use whenever operations by a single diver are in progress.

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

33. All the beacons and markers for setting out the work or for defining the limits of the permitted working areas shall be of such size as shall be clearly visible at all times and lights shall be fitted wherever necessary or required by the appropriate authority.

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

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

36. The contractor shall take all possible precautions to prevent outbreaks of fire on the site and in all offices, stores, camps and other places and things connected therewith and especially with respect to the safe storage of petroleum products, and all other dangerous or hazardous goods. He shall comply with all rules, regulations and orders of any Statutory Authority and of the Engineer at no extra cost to the Employer.

The Contractor shall obtain from the Employer details of any restricted areas in or around the site and shall have prominently and clearly displayed for the information of his staff and work people notices defining any such restricted areas. Such notices shall be provided at his own expense. The Contractor shall give every facility to the authorized safety officers of the employer to inspect the works whenever required and shall observe and abide by any instructions given by the



Engineer in regard to the use of plant equipment and temporary works whether in respect of fire hazards or general safety and to any restrictions on smoking or the use of naked lights by persons employed by the Contractor. Compliance with such restrictions shall not be used as the basis of a claim against the employer.

37. The contractor shall at his own expense provide and maintain upon the works to the satisfaction of the Engineer sufficient proper and efficient lifesaving and first-aid appliances which shall at all times be available for use.

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

39. The contractor shall not enter upon or commence any work in or upon, across or through any land, building or place being private property until authorized in writing by the Engineer.

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

41. The Contractor shall submit to the Engineer daily progress report for the proceeding showing upto date progress and progress during the previous period of all important times of each section or portion of the works.

42. The order in which the works are to be carried out shall be approved by the Engineer and shall be such as to suit the approved programme of works. The works shall also be carried out so as to enable the other contractors to work concurrently without hindrance.

43. **MISCELLANEOUS:**

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

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



Enclosure-9

HINDRANCE REGISTER

1. Name of the Work:
2. Contract Agreement No. :
3. Date of Commencement:
4. Stipulated Date of Completion:
5. Extended Date of Completion, if applicable:
6. Name of the Supplier / Contractor:.....

Sr. No.	Nature of Hindrance	Activity of work affected	Date of notification by contractor	Name & Signature		Date of removal of hindrance	Action Taken	
				Contractors Representative	Site Executive of MDL		Contractors Representative	Site Executive of MDL



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

Sub: Biennial Rate Contract for Maintenance Dredging on as and when required basis in Kasara, RDD, Outer Channel, MMP Approach Channel & Turning Circle at MDL, Mumbai.

Ref: MDL E-Tender No. 190000020 dated 11 Aug '17

Sl. No.	SAC No. (as per GST Act)	Item Description	Unit	Qty	Rate (₹)	Amount (₹)
1.		Maintenance Dredging as and when required basis, upto 2.1m below CD in Kasara, RDD, Outer Channel, MMP Approach Channel & Turning Circle at MDL, Mumbai in all kinds of soil including silt and marine soft/stiff clay, loose boulders etc., transporting and disposing off the dredged spoils, if any, at the dumping areas approved by Mumbai Port Trust, including mobilizing and demobilizing all plants and equipments required for the work etc. all complete as directed, but excluding charges towards pre and post dredging surveys.	CuM	5,00,000.00		
Total						
Applicable GST						
Total Amount including GST						



INTEGRITY PACT

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

And

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

Preamble

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

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

Section 1 - Commitments of the Principal/Buyer:

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

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

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



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

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

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

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

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

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

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

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

(2) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

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



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

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

Section 4 – Sanctions for Violation:

- (1) Any breach of the aforesaid provisions by the Bidder or any one employed by him or acting on his behalf (whether with or without the knowledge of the Bidder) or the commission of any offence by the Bidder or any one employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act 1988 or any other Act enacted for the prevention of corruption shall entitle the Principal/Buyer to take all or any one of the following actions, wherever required –
 - a) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the Bidder. However, the proceedings with the other Bidder (s) would continue.
 - b) The Earnest Money Deposit/Security Deposit/Performance Bond shall stand forfeited either fully or partially, as decided by the Principal/Buyer, and the Principal/Buyer shall not be required to assign any reason there for.
 - c) To immediately cancel the contract, if already signed, without giving any compensation to the Bidder.
 - d) To recover all sums already paid by the Principal/Buyer, in case of an Indian Bidder with interest thereon at 2% higher than the prevailing Base Rate of SBI, and in case of a Bidder from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to



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

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

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

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



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

Section 5 - Integrity Pact Bank Guarantee (IPBG):

- (1) Every Bidder, while submitting commercial bid, shall submit an Integrity Pact Bank Guarantee for an amount of **₹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**

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



1. Introduction

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

2. Scope

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

3. Definitions

In these Guidelines, unless the context otherwise requires:

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



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

4. Initiation of Banning / Suspension

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

5. Suspension of Business Dealings

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



Investigating Department may ensure that their investigation is completed and whole process of final order is over within such period.

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

7. Banning of Business Dealings

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

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

- i) To study the report of the Investigating Agency and decide if a prima-facie case for banning exists, if not, send back the case to the Competent Authority.



- ii) To recommend for issue of show-cause notice to the Agency by the concerned department.
- iii) To examine the reply to show-cause notice and call the Agency for personal hearing, if required.
- iv) To submit final recommendation to the Competent Authority for banning or otherwise.

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

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

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

9. Show-cause Notice

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

10. Appeal against the Decision of the Competent Authority



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

11. Review of the Decision by the Competent Authority

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

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

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



Enclosure-12

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")