



MAZAGON DOCK LIMITED
(A Government of India Undertaking)
Dockyard Road, Mazagon,
Mumbai 400 010.
INDIA

e-TENDER ENQUIRY FORM (TEF) Two-Bid System
FOR APPOINTMENT OF ENVIRONMENTAL IMPACT & SUSTAINABILITY (EIS)
CONSULTANT FOR NIRDESH INFRASTRUCTURE AT CALICUT

DIVISION: CORPORATE

DEPARTMENT: CAPITAL WORKS

TENDER NO: 4000000085

TENDER DATE: 22nd November, 2013

CLOSING DATE & TIME: 8th January, 2014 at 1430Hrs

Online Opening of Part-I (Techno-Commercial Bid): 08.01.2014, 1431Hrs onwards

MAZAGON DOCK LIMITED (MDL), on behalf of National Institute for Research & Development in Defence Shipbuilding (NIRDESH), INVITES ONLINE COMPETITIVE BIDS in TWO BID SYSTEM (Part-I Techno-Commercial Bid and Part-II Price Bid) on our e-procurement portal <https://mdl.nprocure.com> for the following Work / Services:

Description of Appointment of EIS Consultant for Preparation of EIA (Environmental Impact Assessment) Report, carrying out CRZ mapping and Obtaining Clearance from CZMA/MoEF/ SEIAA and other concerned statutory bodies for NIRDESH Infrastructure at Chaliyam, Calicut, Kerala.

1. PREAMBLE:

- 1.1. NIRDESH is an autonomous Society under the aegis of the Department of Defence Production, Ministry of Defence, Government of India, with its Registered Office at New Delhi and Head Office and project site at Chaliyam, Calicut, Kerala.
- 1.2. NIRDESH is tasked to undertake R&D, design, training, technology development and all the other activities involved in facilitating complete and composite indigenous Warship Building and Submarine Construction capability through Indian Defence Shipyards.
- 1.3. NIRDESH proposes to appoint a Consultant for **Preparation of EIA (Environmental Impact Assessment) Report, carrying out CRZ mapping and Obtaining Clearance from MoEF and other concerned statutory bodies for NIRDESH Infrastructure at Chaliyam, Calicut, Kerala.**
- 1.4. Bidders are requested to submit online offer for consultancy services as per the scope of work included in this tender for the above mentioned work in two bids system i.e. Techno-Commercial Bid and Price Bid **up to 1430 hrs on or before the tender closing date and time.**

2. SCOPE OF WORK:

- 2.1. The Scope of Work is at **Enclosure-1.**

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

4. **INSTRUCTIONS TO THE BIDDERS:**

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

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

4.1.2. Audit Certified Balance Sheet and Profit & Loss A/c for the last 3 years.

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

4.2.1. Bidder's Company Profile

4.2.2. Valid Bidder's Shop & Establishment Registration Certificate or Certificate of Incorporation.

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

4.2.4. Audit Certified Balance Sheet and Profit & Loss A/c for the last 3 years.

4.3. The online bid can be submitted by the authorised representative of the bidder as detailed below:

4.3.1. by the Proprietor, in case of a proprietary firm; or

4.3.2. by a Partner, in case of a partnership firm and/or a limited liability partnership; or

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

5. **QUALIFYING REQUIREMENTS / EXPERIENCE OF BIDDER:**

5.1. Offer of only those experienced and resourceful Indian bidder will be considered who meet with following qualifying requirements:

5.1.1. Bidder should have valid Certificate of Accreditation from MoEF/ National Accreditation Board of Education and Training (NABET) / Quality Council of India (QCI) for accreditation as a EIA consultant under the following Category covered as one of the scopes approved therein.

i) **Category A: Sector No 33. viz Ports, Harbours, Jetties, Marine terminals, breakwaters and dredging.**

5.1.2. Bidder should have prepared EIA study report for at least one number of **waterfront infrastructure** project in India, for which **Environmental and CRZ Clearance** is received in the last seven years.

5.1.3. For establishing the above qualifying requirements, Bidder shall have to submit the details and relevant documents in the format at **Enclosure-7.**

5.1.4. Bidder shall indicate the Maximum value of the order executed along with the details i.e. name and full address, telephone / fax number / email ID of the customer, value of the order, scope of work etc. Completion period and time limit for completion of the work stipulated in order. Actual completion period and time taken for completion, with reasons for delay if any, together with the performance certificates from respective customers.

5.1.5. **Bidders should have made profits in each of the last 03 Financial Years ending on 31st March 2013.**

5.1.6. 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.

5.1.7. Bidders shall fill in the details of similar projects executed in the relevant form appearing online. 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 self attested & stamped with company seal shall be **scanned and uploaded online**.

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

6. **SITE VISIT:**

- 6.1. It is considered necessary that the bidder(s) visit the site at Chaliyam, Calicut, Kerala and get clear idea about the work involved, before quoting. Bidder(s) are therefore advised to visit the site and study all the particulars of the site and the nature of the work.
- 6.2. Bidder(s), if required, may contact on telephone no. 0495-2472786/2470033/9+022-23764225 or email: cwcomm@mazagondock.gov.in for any doubts / clarifications / site visits.

7. **PRE-BID CONFERENCE:**

- 7.1. A Pre-Bid Conference will be held at **1030 Hrs on Thursday, 19th December, 2013** at Chaliyar Building, NIRDESH Site, Near Coastal Police Station, Chaliyam, Kozhikode, Calicut. Bidders may send their queries in writing either by email to cwcomm@mazagondock.gov.in or send them by post/courier to the address below at least 48 hrs prior to the Pre-bid meet.

**Additional General Manager (CW-Comm),
Capital Works Department,
1st Floor, West Block Building,
Mazagon Dock Limited,
Dock Yard Road,
Mumbai – 400010
Tel: 022-2372 5090/ 2376 4221**

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

8. **EARNEST MONEY DEPOSIT (EMD) / BID BOND:**

- 8.1. Bidders shall furnish EMD of **₹ 60,000.00 (Rupees Sixty Thousand Only)**, in the form of crossed DD / Pay Order or Bid Bond / Bank Guarantee drawn in favour of MAZAGON DOCK LIMITED.
- 8.2. The Bid Bond / Bank Guarantee should be valid for 4 more weeks beyond the offer validity period indicated in the Tender. Either of these instruments should be drawn on reputed International / Nationalized / Scheduled Banks excluding Co-operative Banks, payable at Mumbai and should essentially be enclosed in the Part-I viz. Techno-commercial Bid. Crossed DD / Pay Order issued by Co-operative Banks, however, may be accepted subject to its realization.
- 8.3. The details of EMD/Bid Bond viz., EMD 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 EMD is to be uploaded.**
- 8.4. Bidder shall send the original of the instrument towards Earnest Money Deposit (EMD) / Bid Bond by Registered Post/Speed Post/Courier so as to reach the designated addressee within **07 Days** from the closing date of the tender during office working hours i.e. up to 1730 hrs. Timely submission of the original EMD/Bid Bond instrument is the responsibility of the bidders and no reasons / excuses in this regard will be entertained by MDL.
- 8.5. **If the original of EMD/Bid Bond is NOT RECEIVED within the stipulated period of 07 Days from the closing date of the tender, the Bids / Offers will not be considered.**
- 8.6. EMD of unsuccessful bidders will be returned after finalization of the tender and shall be interest free.



- 8.7. EMD of successful bidder(s) will be returned after submission of Security Deposit and shall be interest free.
- 8.8. The Earnest Money Deposit shall be forfeited by MDL in the following events:
- 8.8.1. If the bidder withdraws, amends, impairs or derogates from the tender, agreed conditions of TNC / PNC in any respect within the period of validity of his offer.
- 8.8.2. If the successful bidder declines acceptance of order.
9. **EXEMPTION FROM SUBMISSION OF EMD/BID BOND:**
- 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 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 & value up to which bidders are registered with NSIC). To qualify for EMD exemption, firms should necessarily submit valid copy of the Registration Certificate alongwith the list of items / services for which they are registered, as issued by NSIC, in Part-I offer / bid. Firms in the process of obtaining NSIC registration will not be considered for EMD exemption.
- 9.4. All Micro & Small Enterprises (MSEs). To qualify for EMD exemption, firms should necessarily submit valid copy of the Registration Certificate alongwith the list of items / services for which they are registered, issued by the Competent Authority regarding their Micro/Small Industry status, in Part-I offer / bid. Firms in the process of obtaining MSE registration will not be considered for EMD exemption.
10. **VALIDITY PERIOD:**
- 10.1. Bids / Offers shall remain valid for a period of not less than **180 Days** from the tender closing date.
- 10.2. A bid valid for a shorter period will be rejected at the discretion of MDL. The Tender validity period shall remain binding upon the bidder and they have to accept the offer at any time before the expiry of this period.
- 10.3. Technically accepted bidder shall be given opportunity to accept validity as per the tender in case of shorter validity quoted by him. Non acceptance thereafter shall be rejected by MDL as non-responsive.
11. **ONLINE SUBMISSION OF BIDS 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 <https://mdl.nprocure.com>.
- 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 stating 'Accepted' OR 'Not Accepted' as applicable for each of the clause.
- iii) BLANK Price Bid indicating 'QUOTED / NOT QUOTED' as applicable against each of the listed item but clearly indicating the applicable taxes included in the quote in the prescribed format **as appearing in online Part-I bid**.
- iv) Deviations, if any, from Terms, Conditions & Technical requirements specified in the Tender Enquiry, with reasons thereof shall be clearly indicated against the relevant clause(s) **in the online form**.
- v) Bidder's Undertaking at **Enclosure-2** shall be duly filled in, signed & stamped with bidder's seal and scanned copy of the same shall be **uploaded in online Part-I bid**.
- vi) 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**.
- vii) Scanned Copy of **Service Tax Registration Certificate & Permanent Account Number (PAN)**, duly signed & stamped with bidder's seal shall be **uploaded in online Part-I bid**.



- viii) Scanned copy of Power of Attorney, executed as per Applicable Laws, if any.
- ix) List of Personnel with their designations, Qualification & Experience duly self attested and stamped with their company seal. CVs of the EIA co-ordinator, Functional area experts and other Professional Personnel should be included.
- x) Bidder may, from time to time, if it considers necessary, propose suitable Sub-Consultants in specific areas of expertise (where applicable). Credentials of such Sub-Consultants should be submitted by the Applicant while submitting the Application. A Sub-Consultant, however, shall not be a substitute for any Key Personnel.
- xi) The **scanned image of DD / BG towards Earnest Money Deposit (EMD) / BID BOND** as stipulated in **TEF clause no. 8** shall be uploaded. The original of the above DD / BG towards Earnest Money Deposit (EMD) / BID BOND shall be sent by Registered Post/Speed Post/Courier to AGM(CW-Comm) 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. 1730 hrs, **addressed To,**
Additional General Manager (CW-Comm),
Capital Works Department,
1st Floor, West Block Building,
Mazagon Dock Limited,
Dock Yard Road,
Mumbai - 400010, INDIA

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

- i) The Professional Fee is to be filled **ONLINE ONLY** by the bidder.
- ii) All the costs associated with the assignment shall be included in the Price Bid. These shall normally cover remuneration for all the Personnel (Resident, in the field, office etc), accommodation, air fare, equipment, printing of documents, etc. The total amount indicated in the Price Bid shall be without any condition attached or subject to any assumption, and shall be final and binding. In case any assumption or condition is indicated in the Price Bid, it shall be considered non-responsive and liable to be rejected.

12. **OPENING OF BIDS:**

12.1. **Part-I (Techno-commercial Bid):** Part-I bid will be opened online on the tender closing date from 1431hrs onwards in Capital Works 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.

12.2. **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, bidders can view the price bids online from their location by logging on to the portal <https://mdl.nprocure.com> with their Class-IIIB digital signature certificate.

13. **BID REJECTION CRITERIA:**

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

- 13.1.1. Bids received after tender closing date and time.
- 13.1.2. 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.



- 13.2. Following bid rejection criteria shall also render the bids **Liabie for Rejection**:
- 13.2.1. Bidder's failure to submit sufficient or complete details for evaluation of the bids even after given reasonable time by MDL.
- 13.2.2. Incomplete / misleading / ambiguous bids in the considered opinion of MDL.
- 13.2.3. Bids with technical requirements and or terms not acceptable to MDL.
- 13.2.4. Validity period indicated by bidders is shorter than that specified in the tender enquiry.
- 13.2.5. Bidders not agreeing to furnish required Security Deposit till completion of the supplies / services as per contract.
- 13.2.6. Bidders not agreeing to the stipulated Period of Completion.
- 13.2.7. Bidders not agreeing to Schedule of Payment.

14. **PERIOD OF COMPLETION:**

- 14.1. The entire scope shall be completed within a period of **08(EIGHT) MONTHS** from the date of placement of order.

- 14.2. The Time schedule for important deliverables are as under:

SL. NO.	DESCRIPTION	TIME SCHEDULE
1.	Completion of Data/Report Collection and Field Investigations as per para 4 of the scope of work at Enclosure-I and as required for obtaining clearances	45 days
2.	Preparation and Submission of Complete Documentation to Kerala State Coastal Zone Management Authority KCZMA or such central/ state govt authority for obtaining CRZ clearance including but not limited to the following:	75 days
i.	Form-1 (Annexure-IV of the Notification)	
ii.	Rapid Environmental Impact Assessment (EIA) Report including marine and terrestrial EIA. Comprehensive EIA and cumulative studies to be carried out as per guidelines issued by MoEF from time to time	
iii.	Disaster Management Report and Risk Management Report	
iv.	CRZ map in 1:4000 scale obtained through Concerned Agencies indicating HTL & LTL demarcated by Authorized Agency upto 7 Km radius around NIRDESH site and Superimposing the Project Layout on CRZ Map. The CRZ map shall also indicate the CRZ-I,II,III and IV areas.	
v.	No Objection Certificate from Kerala Pollution Control Board (KPCB)	
3.	Completion of the process of Appraisal by the DCZMA (District Coastal Zone Management Authority) and/or KSCZMA (Kerala State Coastal Zone Management Authority)	60 days
4.	Compliance and Completion of the process of Appraisal by the EAC (Expert Appraisal Committee) of MoEF alongwith obtaining CRZ and Environmental Clearance from MoEF/SEIAA.	60 days

15. **SCHEDULE OF PAYMENT:**



- 15.1. Payments will be made as a percentage of LUMP SUM Professional Fee at Sl No 1 of Price Bid quoted by the Consultant and approved by MDL in accordance with the following schedule:

SL. NO.	DESCRIPTION	PAYMENT SCHEDULE
1.	Completion of Data/Report Collection and Field Investigations as per para 4 of the scope of work at Enclosure-I and as required for obtaining clearances	10%
2.	Preparation and Submission of Complete Documentation to Kerala State Coastal Zone Management Authority KCZMA or such central/ state govt authority for obtaining CRZ clearance including but not limited to the following:	
i.	Form-1 (Annexure-IV of the 2011 Notification)	10%
ii.	Rapid Environmental Impact Assessment (EIA) Report including marine and terrestrial EIA. Comprehensive EIA and cumulative studies to be carried out as per guidelines issued by MoEF from time to time	10%
iii.	Disaster Management Report and Risk Management Report	10%
iv.	CRZ map in 1:4000 scale obtained through Concerned Agencies indicating HTL & LTL demarcated by Authorized Agency upto 7 Km radius around NIRDESH site and Superimposing the Project Layout on CRZ Map. The CRZ map shall also indicate the CRZ-I,II,III and IV areas.	10%
v.	No Objection Certificate from Kerala Pollution Control Board (KPCB)	10%
vi.	Submission of application to KSCZMA	10%
3.	Completion of the process of Appraisal by the DCZMA (District Coastal Zone Management Authority) and/or KSCZMA (Kerala State Coastal Zone Management Authority)	10%
4.	Compliance and Completion of the process of Appraisal by the EAC (Expert Appraisal Committee) of MoEF alongwith obtaining CRZ and Environmental Clearance from MoEF/SEIAA.	20%

- 15.2. Payment for the Professional Fee will be made within 30 days of receipt of the Invoice in the offices of MDL with all necessary documents, including 'Work Completion Certificate' duly certified by the designated representative of NIRDESH, for processing the same. The final bill shall be paid within 45 days of receipt of the bill along with all details.
- 15.3. Before submission of the final bill, the Consultant should sign a "No Claim Certificate" indicating that he has no claim against the company under the contract except as included in the final bill.
- 15.4. All payments shall be made through RTGS/NEFT/ECS as per the details of Bank Particulars furnished as per the format at **Enclosure-3**.

16. PRICES, TAXES AND DUTIES:

- 16.1. Professional Fee in the prescribed Rate Sheet (Price Bid) shall be quoted ONLINE ONLY. The quoted Professional Fee shall be all-inclusive except applicable Service Tax (including Cess). Bidder should indicate the percentage of Service Tax (including Cess) separately under each of the head as appearing online in the Rate Sheet (Price Bid), which will be paid extra based on tax invoice to the extent applicable.
- 16.2. Bidder will not be entitled to any increase in the rate of taxes occurring during the period of extended delivery schedule if there is delay in supply / completion



attributed to him. However, if there is a decrease in taxes, the same must be passed on to MDL.

- 16.3. Taxes shall be deducted at source wherever applicable (e. g. Income tax, Service Tax) from the bills of the Consultant / Bidder as per statutes.

17. **CONTRACT AGREEMENT:**

- 17.1. A formal agreement as per terms & conditions of tender, as per approved format, on ₹100/- Non-Judicial Stamp Paper, shall be made between MDL and the successful bidder.

18. **SECURITY DEPOSIT:**

- 18.1. Within 2 weeks after award of the work, the successful bidder shall submit a Security Deposit equivalent to 5% of the total Purchase Order value towards contract performance in the form of Demand Draft in favour of MAZAGON DOCK LIMITED & payable at Mumbai OR Bank Guarantee as per approved format valid till 30 days beyond the scheduled completion period.
- 18.2. 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.
- 18.3. The Security Deposit shall be returned to the Consultant after satisfactory completion of the work and shall be interest free.

19. **PENALTY FOR DELAYS:**

- 19.1. In case of any delay that may take place in completion of the assignment beyond the completion schedule, the consultant shall be liable to pay at the discretion of the MDL/NIRDESHL, a penalty (not liquidated damages) at the rate of 0.5 % per week of the contract price of that part of contract for which the works is delayed subject to a maximum of 5% of the total contract value.
- 19.2. Due consideration will be given in the levy of penalty for reasons absolutely beyond control of consultant for which necessary evidences shall be produced by the consultant to the satisfaction of the competent authority of MDL/NIRDESH.

20. **ARBITRATION:**

20.1. **Arbitration clause applicable to CPSUs:**

20.1.1. In the event of any dispute or difference relating to the interpretation and application of the provisions of the contracts, such dispute or difference shall be referred by either party for Arbitration to the sole Arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary/Additional Secretary, when so authorized by the Law Secretary, whose decision shall bind the Parties finally and conclusively. The Parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.

20.2. **Arbitration clause applicable to non-CPSUs:**

20.2.1. If any dispute, difference or question shall, any time hereafter, arise between the parties hereto in respect of the construction of these presents or concerning anything herein contained or arising out of these presents or as to the rights, liabilities or duties of the said parties hereunder which cannot be mutually resolved by the parties, the same shall be referred to the sole Arbitrator appointed by the CMD, MDL. The Sole Arbitrator shall on matters referred to him / her indicate the reasons for his finding on each and every item of disputes. The venue of the Arbitration shall be Mumbai. Subject to



above, The Arbitration will be governed by the provisions of Conciliation and Arbitration Act, 1996, as amended from time to time.

21. **SERVICES OF NOTICES ON CONSULTANT:**

21.1. Any notice to be given to the consultant under the terms of the contract shall be served by sending the same by post or leaving the same at the Consultant's principal place of business (or in the event of the Consultant being a company, to its registered office).

22. **SERVICES OF NOTICES ON MDL:**

22.1. Any notice, to be given to MDL under the terms of the contract, shall be served by sending the same by post or leaving the same at MDL's address.

23. **STATUS OF CONSULTANTS:**

23.1. The Consultant covenant that there shall not be any material change in their partnership deeds, share holding, partners or its directors as the case may be during the subsistence of the agreement.

23.2. The Consultancy Firm and or any of its affiliates, hired to provide Consultancy services for preparation or implementation of a project will be disqualified from subsequently supplying items or services related to the initial assignment for the same project.

24. **TERMINATION:**

24.1. If MDL considers that the services rendered by the Consultant directly or through their associates are unsatisfactory, MDL reserves the right to terminate the agreement with Consultant in writing at any stage by giving them 30 days notice. In case MDL decides to part with the services of the Consultant, the Consultant's fees quoted by them will be restricted to the proportionate work rendered by them upto that stage.

25. **PROPRIETARY RIGHTS OF MDL IN REPORTS AND RECORDS:**

25.1. All reports and relevant data such as maps, diagrams, plans, statistics and supporting records, calculations, materials compiled or prepared in the course of the services shall be confidential and shall be the absolute property of MDL/NIRDESH. The consultant shall deliver all these materials, data to NIRDESH upon completion of the work and shall not use for any other purposes.

26. **CONFIDENTIALITY:**

26.1. Except with prior written consent of MDL/NIRDESH, the Consultant and their personnel shall not at any time communicate to any person or entity, any confidential information disclosed to them for the purpose of services or disclosed by them in the course of rendering the services, nor shall the consultant or their personnel make public any information as to the recommendations formulated in the course of the services.

27. **MODIFICATIONS TO THE BIDS:**

27.1. Bidders desirous of modifying their bids prior to the closing date & time may do so online in the e-Procurement Portal <https://mdl.nprocure.com> prior to Final Submission of their online offer before the tender closing date & time.

28. **INDEMNIFICATION AND PATENT RIGHTS:**

28.1. Consultant hereby indemnify, protect and defend at consultant's own expense, MDL/NIRDESH and its employees from and against any and all direct damages and or losses and or injury arising out of any negligence and or violation by the consultant in respect of drawings/ infringement of patent rights/ failure to exercise the skill and care required for performance of the assigned work by making good such damages to the property, setting right the design deficiencies, setting right the infringement of patent rights, compensating personal injury. Provided, however,



ceiling on Consultant's liability under this provision shall be equal to the total order/ contract price.

29. **PUBLIC GREIVANCE CELL:**

29.1. A Public Grievance Cell headed by **General Manager (F-P&S)** has been set up in the Company. Members of public having complaints or grievances are advised to contact him on Wednesday between 10.00 hours and 12.30 hours in his office on **6th Floor, Mazadock House** or send their complaints / grievances to him in writing for redressal. His Telephone No. is **022-2378 2338/ 2376 2106**.

30. **AMENDMENT TO THE TENDER ENQUIRY:**

30.1. At any time prior to the deadline for submission of bids, MDL/NIRDESH for any reason whether at MDL/NIRDESH's own initiative or in response to a clarification requested by a prospective Bidder may modify the Bidding Documents by amendment. In order to afford prospective Bidders a reasonable time in which to take the amendment into account in preparing the bids, MDL/NIRDESH may extend the deadline for the submission of bids.

31. **IMMUNITY OF THE GOVERNMENT OF INDIA:**

31.1. It is expressly understood and agreed by and between M/s. (Bidder) and Mazagon Dock Limited (MDL), Dockyard Road, Mumbai-400 010 that finalisation of contract by MDL will be solely on its own behalf and not on the behalf of any person or entity. In particular, it is expressly understood and agreed that the Government of India is not a party to this Agreement and has no liabilities, obligations or rights hereunder. It is expressly understood and agreed that MDL is an independent legal entity with power and authority to enter into contracts solely in its own behalf under the applicable Laws of India and general principles of Contract Law. The (Bidder) expressly agrees, acknowledges and understands that MDL is not an agent, representative or delegate of the Government of India. It is further understood and agreed that the Government of India is not and shall not be liable for any acts, omissions and commissions, breaches or other wrongs arising out of the contract. Accordingly, (Bidder) hereby expressly waives, releases and foregoes any and all actions or claims, including cross claims, impleader claims or counter claims against the Government of India arising out of this contract and covenants not to sue Government of India in any manner, claim, cause of action or thing whatsoever arising of or under this Agreement.

32. **COMMUNICATION AND LANGUAGE FOR DOCUMENTATION:**

32.1. Any letter, facsimile message, e-mail intimation or notice sent to the Bidder at the last known address mentioned in the offer / order shall be deemed to be valid communication for the purpose of the order/contract. Unless stated otherwise by the Employer, Language for communication & all documentation shall be same, which the Employer has used in the tender enquiry.

33. **CONTRACT OPERATION:**

33.1. This contract shall in all respects be interpreted and operated as an Indian Contract and in conformity with Indian Law.

34. **JURISDICTION:**

34.1. All contracts shall be deemed to have been wholly made in Mumbai and all claims there under are payable in Mumbai City and it is the distinct condition of the order that no suit or action for the purpose of enforcing any claim in respect of the order shall be instituted in any Court other than that situated in Mumbai City, Maharashtra State, India i.e. courts in Mumbai shall alone have jurisdiction to decide upon any dispute arising out of or in respect of the contract.

35. **INSURANCE:**



- 35.1. The Consultant shall keep MDL indemnified against all liabilities of every kind in case of unforeseen eventualities related to personnel deployed in NIRDESH premises for execution of the contract. The Employer shall not be liable for or in respect of any damages or compensation payable at law in respect or in consequence of any accident or injury to any personnel in the employment of the consultant save and except an accident or injury resulting from any act or default of the employer, his agents or servants and the consultant shall indemnify and keep indemnified the employer against all such damages and compensation (save and except as aforesaid) and against all claims demands proceedings, costs charges and expenses whatsoever in respect thereof or in relation thereto.
36. **BIDDER'S OBLIGATION:**
- 36.1. Bidder shall abide by all Terms of Tender Enquiry (TEF) and respective acceptance format **is to be filled as appearing online in the e-Techno-Commercial (Part-I) bid**. The bidder shall also abide by Statutory requirements, Official Secret Acts 1923, and Safety Code, which are displayed on MDL website www.mazagondock.gov.in → Tenders → Capital Works.
37. **IMPROPER ON-LINE FILLING:**
- 37.1. In case of improper on-line filling of Acceptance Formats for Tender Enquiry Form, it shall be presumed that all our tender terms & conditions are acceptable to bidder.
38. **CLARIFICATION FOR E-TENDERING:**
- 38.1. In case of any clarifications, bidders are requested to contact the undersigned, before the closing date of the tender. Bidders can also contact toll-free customer help line of e-procurement portal <https://mdl.nprocure.com>. User guide is available on the home page of the above-referred web site. In addition to this, it has 24x7 Customer Help Desk, Toll free number 1-800-233-1010 (Extn.501, 512,516,517 and 525). Training programme for online tendering is conducted in MDL Premises on working Fridays between 1400 – 1600 hrs for prospective/willing Bidders. Interested bidders/vendors may forward their request for training on the following email id: cwcomm@mazagondock.gov.in
39. **PARTICIPATION IN ONLINE BIDDING:**
- 39.1. Bidders can participate in online bidding
- 39.1.1. By registering with above referred portal for User ID and password.
- 39.1.2. By obtaining class III DSC (Digital Signature Certificate) for secured bidding.
40. **LOADING CRITERIA FOR RANKING OF BIDS:**
- 40.1. 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:
- 40.1.1. It is desirable that the bidder accepts the Terms of Payments indicated in the tender enquiry above. Varied payment terms quoted by 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.
- 40.1.2. Deviations sought in respect of rate per week and / or maximum ceiling in respect of Penalty shall be loaded to the quoted price. For example, the maximum ceiling towards Penalty 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 Penalty 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 Penalty 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.

41. **MDL's RIGHT:**

41.1. MDL reserves the right to accept and/or reject any or all tenders and or to withdraw the tender in toto and or award the contract / order in full or part to more than one party without assigning any reason whatsoever and without thereby incurring any liability to the affected Bidder or Bidders or any obligations to inform the affected Bidder or Bidders of the grounds for MDL action.

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 Limited

Dy. General Manager (CW-Comm)
Capital Works Department

Enclosures:

1. Enclosure-1 - Scope of Work
2. Enclosure-2 - Form of undertaking to be furnished by the bidder
3. Enclosure-3 - RTGS/NEFT/ECS – Mandate Authorisation Form
4. Enclosure-4 - Proforma Bank Guarantee for Bid Bond / EMD
5. Enclosure-5 - Proforma Bank Guarantee for Security Deposit
6. Enclosure-6 - Extract of provisions of the Official Secrets Act, 1923
7. Enclosure-7 - Details of Experience of Bidder – **to be submitted online ONLY**
8. Enclosure-8 - Price Bid (Part-II) – **to be submitted online ONLY**

**Enclosure-1****SCOPE OF WORK****ENVIRONMENTAL IMPACT & SUSTAINABILITY (EIS) CONSULTANT**

1. Niradesh, the National Institute for R&D in Defence Shipbuilding is planning to set up its infrastructure at Chaliyam, Calicut in phases. A Master Plan & Phase-1 DPR Consultant has been engaged to prepare a Master Plan for the entire site and also to prepare DPR for Phase-1 infrastructure to be set up there. The project site is in an environmentally sensitive water front, requiring CRZ and other environmental clearances. Niradesh, the project proponent desires to engage a consultant for obtaining such clearances. This is the scope of work for that consultant, to be called the Environment Impact & Sustainability (EIS) Consultant.
2. The Environment Impact & Sustainability (EIS) Consultant will be responsible to ensure that all the environment impact/protection, CRZ and other statutory clearances pertaining to environment are accorded by concerned agencies to ensure that Niradesh infrastructure, set up at Chaliyam conform to all environmental statutory requirements. He will assist the Master Plan & Phase-1 DPR consultant in making suitable changes to these documents, if any, so as to conform to all environment and CRZ regulations. During the time of execution, he will play an advisory role to the project management consultant to ensure that environmental and CRZ norms, regulations & standards are not violated and render regular reports of compliance. A total of 10 such reports are expected.
3. To begin with, the EIS Consultant will prepare a list of environment and CRZ clearances to be obtained, the prevalent rules, regulations and govt. notifications governing them and the government agencies that are responsible to accord such clearances. This list is to be deliberated with Niradesh and Master Plan & Phase-1 DPR Consultant and finalised. On finalisation, The EIS Consultant will be responsible to:
 - i. Preparation and Submission of Application in prescribed forms to Kerala State Coastal Zone Management Authority (KCZMA) or such other central/ state government authority, as prescribed for CRZ clearance, alongwith necessary supporting documents for obtaining CRZ clearance/ recommendation and subsequently obtaining CRZ clearance.
 - ii. Preparation and Submission of Application to MoEF/State Environment Impact Assessment Authority(SEIAA) alongwith necessary forms and draft/ reference TOR (Terms of Reference) for the same and liaisoning/expediting/ follow up with MoEF/ SIEAA and with other concerned statutory authorities for early receipt of TOR from MoEF/ SEIAA.
 - iii. Carry out an Environment Impact Assessment and prepare a EIA/EMP report.
 - iv. Prepare all applications, related documents and other material required to obtain clearances and put them up to concerned agencies.
 - v. Preparing and conducting presentations before agencies/authorities responsible to issue clearances.
 - vi. Liaise with concerned agencies/authorities to ensure timely issue of clearances.
 - vii. Coordinate with all concerned agencies to ensure timely processing of applications, documents and related material, leading to issue clearances.
 - viii. Carry out environment impact assessment and all other studies required to obtain clearances.
 - ix. Liaise with concerned agencies for preparation of CRZ maps and scrutiny of documents for clearances and assist in making related payments. Such payments shall be paid by NIRDESH to concerned government agencies, as advised by the Consultant, on submission of Documentary evidence.



- x. Advise the Master Plan & Phase-1 DPR consultant to ensure that the Master Plan and Phase-1 DPR conform to all regulations, rules and notifications.
 - xi. Intimate Nirdesh in case the Master Plan & Phase-1 DPR violates any of the rules, regulations and notifications, in spite of his advice.
 - xii. Advise the Project Management Consultant, during execution of the infrastructure, to ensure that environmental and CRZ norms, regulations & standards are not violated and render regular reports of compliance. A total of 10 such reports are expected.
 - xiii. Advise the Project Management Consultant, during execution of the infrastructure, to ensure that infrastructure does not obstruct performance of the nearby light house, and clearances to be obtained in case the infrastructure obstructs the light house performance.
 - xiv. Demarcation of LTL, HTL, hazard line and CRZ boundaries for the proposed development area from authorised agencies
 - xv. Demarcation of set back lines for the proposed development area
 - xvi. Demarcation of mangroves, sand dunes or any such ecological sensitive regions as described in the CRZ notification , 2011; if any
 - xvii. Detailed report on the CRZ demarcation including CRZ maps, conclusions, recommendations etc
4. The EIS Consultant will collate/prepare the following data/information, as part of Environment Impact Assessment Report and other documents to be submitted for CRZ, Environment clearances:
- (a) A brief description of the project, nature, size location, geology, hydrology, topography, climate and connectivity by road/rail of the project including land description/plot/survey/khasra nos, village, tehsil, district, State & extent of the land, project coverage, Master Plan, phasing of the project and scope and its importance to the local and national level.
 - (b) Kind of activities which are proposed or likely to come up in the Nirdesh complex.
 - (c) Baseline data of existing situation including description of terrain, hill, slopes and elevation.
 - (d) Baseline data on flora and fauna based on field survey clearly indicating the details of site and within 7 km radius.
 - (e) Historical and climatic data such as climatic conditions, rainfall, wind pattern, history of cyclones, storms surges, visibility etc.
 - (f) Meteorological data consisting of climatic conditions, wind pattern, wind speed, history of cyclones, storms surges, wind direction, rainfall, temperature, cloud cover, (amount and height), and humidity of in an area of 7 km radius.
 - (g) Details of impact of the project both during construction and operation phase on the soil nearby settlements, surface drainage etc. Soil data should include type, classification characteristics, properties, etc.
 - (h) Baseline data on nearby ground water, depth of the ground water table, surface water bodies, lakes, their dimensions, present quality and their utility including that of seawater.
 - (i) Details of storm waters, drainage of the site and surrounding area.
 - (j) Discharge of trade effluents and sewage, run off from cargo storages and toxic or harmful substances and their percolation to underground water.
 - (k) Fresh water requirement, use of treated waste water along with detailed water balance, Rainwater harvesting proposals and details of water use during construction and operation phases.
 - (l) Details of the energy requirement and conservation measures using alternate source of energy.
 - (m) Details of the study area (project area and area 7 km around its boundary) delineating the major topographical features such as land use, drainage, locations of habitats, in constructions including roads, railways, pipelines, major industries, if any. The details should include environmental sensitive areas, including the



- cropping pattern, waste land, forest area, built up area, sensitive places, archaeological and historical monuments, tourism and maritime infrastructure, sanctuaries, forest reserves etc.
- (n) Details of levels, quantity required for filling, source of filling material transportation details etc.
 - (o) Details of Ambient Air Quality (AAQ) based on the many other factors such as background pollution levels, other sources of pollution, weather and proximity of residential area.
 - (p) Plan for a thick green belt of adequate width near the settlements to mitigate noise and vibrations. The identification of species/plants shall be made based on the botanical studies.
 - (q) Details of impact on the local population, utilities, settlement of infrastructure facilities in the area, economic conditions in the area, cultural and archaeological assets etc.
 - (r) Plan to mitigate impacts due to proposed development including cost estimate for the same.
 - (s) Details of activities associated with construction and operations, occupational hazards due to exposure, fire and/or explosion, leakage of flammable materials, release of toxic material.
 - (t) Environmental Management Plan and Environmental Monitoring Plan with cost and parameters for construction and operation phases.
 - (u) Report on Shoreline changes in consultation with National Centre for Sustainable Coastal Management/ State Coastal Zone Management Authority, with regard to the shoreline changes observed over a period of last 20 years for the project stretch including the stretch 7 kms on the northern side from the project boundary and 7kms on the southern side from the project boundary.
 - (v) Litigations pending against the project site and/or any directions or orders passed by any court of law against the project.
 - (w) Preparation of Risk Analysis report and other reports required to obtain necessary approvals.
5. The EIS Consultant shall provide following inputs:
- (a) Environment Impact Assessment, Environmental Management Plan and Environmental Monitoring Plan.
 - (b) Coastal Regulation Zone map duly prepared by one of the authorized govt agencies with demarcation of the HTL, LTL, hazard line and Coastal Regulation Zone boundaries.
 - (c) To superimpose the lay out plan on the CRZ map.
 - (d) Administrative and technical set up for management of environment, in built mechanism of self- monitoring of compliance of environmental regulations, Institutional arrangements proposed with other organizations/Govt. authorities for effective implementation of environmental measures, Risk Assessment Study, Disaster Management Plan.
 - (e) Water supply, storm water drainage, sewerage, power, etc. and the disposal of treated/raw wastes from the site.
 - (f) Permission from Ground Water Authority for withdrawal of ground water after carrying out hydro-geological investigations and examination of water quality.
 - (g) Soil characteristics and permeability for rainwater harvesting proposals, which shall be made with due safeguards for ground water quality.
 - (h) Recommendations to maximise recycling of water and utilization of rainwater.
 - (i) Proposals for guard pond and other provisions for safety against failure in the operation of waste water treatment facilities and acceptable outfall for treated effluent.
 - (j) Details of existing flora and fauna of the area and the impact of the project on them.
 - (k) Recommendations for landscape plan, green belts and open spaces.



- (l) Assessment of soil erosion in view of the soil characteristics, topography and rainfall pattern.
 - (m) Proposals for application of renewable energy/alternate energy, such as solar and wind energy.
 - (n) Estimation of solid wastes (including e-waste) and liquid wastes and their disposal.
 - (o) Identification of recyclable wastes and waste utilization arrangements.
 - (p) Possibility of generating biogas from biodegradable wastes.
 - (q) Risk/Disaster management plan and emergency evacuation measures.
 - (r) Inputs for Traffic management plan.
 - (s) Calculation of Flue Gas emissions from DG set, other sources and measures to be adopted for its environmental friendly disposal.
 - (t) Identification of sources of bilge water, quantity estimated and its treatment and disposal.
 - (u) Use of local building materials.
 - (v) Protection measures such as green belt plantation and other shoreline protection measures.
6. Considering the strategic nature of the project, the EIS consultant should take up a case with concerned authorities to waive off the need for a public hearing. In case the proposal for clearance is to be placed before the Expert Appraisal Committee to examine defence related strategic projects attracting Coastal Regulation Zone Notification and Environmental Impact Assessment Notification, then the EIS Consultant must study the terms of reference and prepare documents to be submitted and presentations to be made before the Committee. In case of changes in terms of reference or modifications to existing terms, the Consultant should prepare documents and presentations to suit the changes/ modifications. In case of documents provided in a language other than English, an authenticated English translation should be prepared by the EIS Consultant. He will be responsible to ensure that all requisite procedure as indicated under Coastal Regulation Zone Notification, 1991, Coastal Regulation Zone Notification, 2011 and Environmental Impact Assessment Notification, 2006 are undertaken for the Nirdesh project. The Consultant should advise Nirdesh on measures to be undertaken for obtaining GRIHA/LEED certification/rating for the infrastructure facilities being setup at Chaliyam, Calicut.



Enclosure-2

FORM OF UNDERTAKING TO BE FURNISHED BY THE BIDDER

(to be typed on firm's letterhead)

To,
The Additional General Manager (CW-Comm),
Mazagon Dock Limited,
Dockyard Road, Mumbai-400 010.

Sir,

Sub: Appointment of EIS Consultant for Preparation of EIA (Environmental Impact Assessment) Report, carrying out CRZ mapping and Obtaining Clearance from CZMA/MoEF/ SEIAA and other concerned statutory bodies for NIRDESH Infrastructure at Chaliyam, Calicut, Kerala.

Ref: MDL Tender No. 400000085 dated 22.11.2013

1. We undertake to complete the entire scope of work within the schedule stipulated in the tender.
2. We have independently considered the amount of Penalty 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 work(s) found faulty in design or execution or in the event of delay in execution of work attributable to us.
3. We agree to abide by this Tender for a 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.
4. We agree to furnish required Security Deposit for 5% of contract value, valid till 30 days beyond the scheduled completion period.
5. 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.
6. We understand that if our Tender-Bid is accepted, we are to be jointly and severally responsible for the due performance of the Contract.
7. 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-4****PROFORMA BANK GUARANTEE FOR BID BOND / EMD**

WHEREAS M/s _____ intend to submit a tender (herein after called the Tender) to M/s Mazagon Dock Limited (MDL, hereinafter named Company) for the invitation to tender by MDL vide reference no.: _____ dated: _____ for the requirement of _____ (items/services/civil works etc.)

Now, by this letter, we the undersigned (*Bank's Name and address*) whose registered office is at: _____ bind ourselves unconditionally and irrevocably for payment to M/s Mazagon Dock Limited of the sum of ₹____ (Rupees _____ Only) as Earnest Money Deposit to indemnify MDL in case of default. The conditions of the above obligations are such that if M/s _____ shall not keep their Bid being submitted to Mazagon Dock Limited as set forth in the instructions to Bidder valid and unaltered until *** months from the due date _____ of the tender, viz. _____ refused to sign a formal agreement in accordance with the terms of the tender or after having signed the agreement does not perform the ORDER / CONTRACT, then this obligation remains in full force and effect, Other wise to be null and void.

In case this obligation is effective, we, (*Bank's Name*) undertake to pay to M/s.Mazagon Dock Limited any amount upto the above indicated sum, upon written request, without any demur or protestation and without reference to M/s _____ within 15 days from the date of such demand in any manner in which the Company may direct and also without the necessity of instituting and proceeding whether judicial or otherwise, at any time upon the ORDER / CONTRACT committing any one or more of the following:

- (a) Withdraws his tender during the validity period or any extension sought /granted thereof, or
- (b) If the ORDER / CONTRACT varies or modifies his bid in a manner not conforming to Tender Conditions and / or not acceptable to MDL during the validity period or any extension of the validity duly agreed to by the bidder, or
- (c) If a bidder whose offer has been accepted fails to furnish Performance Bank Guarantee within Twenty one days of award of the ORDER / CONTRACT or by the date Mutually agreed to whichever is later.

We, (*Bank's Name*), agree that our liability to pay is not dependant on conditions on your proceedings against the ORDER / CONTRACT and we shall be liable to pay an amount not exceeding the aforesaid amount as and when demanded by you merely on claim being raised by you and even before any legal proceedings are taken against the ORDER /CONTRACT.

We, (*Bank's Name*) , undertake not to revoke this guarantee during its currency except with the previous consent of the Purchaser in writing. The guarantee herein contained shall not be revocable by notice or by reasons of dissolution or winding up of the business of the ORDER / CONTRACT or any change in the constitution or composition of the ORDER / CONTRACT.

This guarantee shall remain valid, in case the Tender is accepted, until the due performance of the ORDER / CONTRACT resulting from such acceptance inclusive of furnishing Security Deposit in a manner specified by MDL and in any other case until _____ unless a claim or demand is made on us in writing on or before (validity + 04 weeks), we will be relieved and discharged from all liability thereunder.



We, (*Bank's name*) have power to issue guarantee in your favour under Memorandum and Articles of Association and the undersigned has full power to do so under the Power of Attorney dated _____ granted to him by the Bank.

After the here above mentioned date, the Guarantee shall lapse automatically without necessity to be returned to the Bank.

This guarantee shall be governed by Indian laws and the Courts at Mumbai, India alone shall have the jurisdiction.

Date:

Signature of a person duly authorized to sign
On behalf of the Bank, with Seal of the Bank

**Enclosure-5****PROFORMA BANK GUARANTEE FOR SECURITY DEPOSIT**

1. THIS DEED OF GUARANTEE made at _____ day of month _____ of (*the year*) by the Bank of (*Bank's name and address*) (hereinafter called the 'SURETY' which expression shall include its heirs, successors, administrators and assigns) of the ONE PART in favour of M/s MAZAGON DOCK LIMITED, Dockyard Road, Mazagon, Mumbai – 400 010, a Company registered under the Indian Companies Act, 1913 (hereinafter called the 'PURCHASER' which term shall include its heirs, successors, administrators and assigns) of the OTHERPART.
2. WHEREAS M/s (*Firm's name*) registered under _____ having its Registered Office (*Firm's address*) (hereinafter called the 'CONTRACTOR' which expression shall include its heirs, successors, administrators and assigns) have accepted an Order / entered into a Contract vide Ref. No. _____ dated _____ (hereinafter called the said Order / Contract) with 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 / Contract as per the terms and conditions provided in the Order / Contract.
3. AND WHEREAS under the said Order / Contract the CONTRACTOR is required to furnish a Bank Guarantee for (*currency / amount*) (In words) being **five** percent of the Order / Contract price of (*currency / amount*) as specified in the said Order / Contract for the execution of the said Order / Contract as per Order / Contract terms.

NOW THIS DEED WITNESSES AS FOLLOWS WITHOUT ANY DEMUR:

4. In pursuance of the terms and conditions of the said Order / Contract and on the request of the CONTRACTOR, we the Surety do hereby undertake to pay to the Purchaser on demand without any demur the sum of (*currency/amount*) (in words) being **five** percent of the Order / Contract price in the event of the CONTRACTOR failing to fulfill any of the terms and conditions of the said Order / Contract.
5. We, the SURETY, do hereby irrevocably and unconditionally agree that the PURCHASER shall be the sole judge to decide whether the CONTRACTOR has committed a breach of any of the terms or conditions of the said Order / Contract and that the decision of the PURCHASER will be final and binding on the SURETY. The PURCHASER and the CONTRACTOR shall be at a liberty to carry out any modifications in the said Order / Contract during the currency of the said Order / Contract and any extensions thereof and any such modifications will be duly intimated to the SURETY. Any accounts settled between the CONTRACTOR and the PURCHASER shall be conclusive evidence against the SURETY of the amount due and shall not be questioned by the SURETY.
6. We, the SURETY, further agree that the guarantee herein contained shall remain in full force and effect for a period that would be taken for approval of the Design & Drawings, by the CONTRACTOR under the said Order / Contract and that the guarantee shall continue to be enforceable till all the obligations under or arising by virtue of the said Order / Contract have been fully discharged by the CONTRACTOR till the PURCHASER certifies in writing that the terms and conditions of the said Order / Contract have been fully and properly carried out by the said CONTRACTOR, We, the Surety, further undertake not to revoke this guarantee during the currency of the same except with the previous consent of the PURCHASER in writing.



7. We, the SURETY, further agree that liabilities and obligations of the SURETY arising under or by virtue of this guarantee shall not be discharged by any variation of the terms or conditions of the said CONTRACTOR by any grant of time given or any indulgence shown by the PURCHASER to the CONTRACTOR. It is agreed that the liabilities under this guarantee shall not exceed (*currency / amount*) (In words).
8. This guarantee shall remain in force till _____ unless a claim or demand is made on us in writing on or before (validity + 03 months), we will be relieved and discharged from all liability thereunder.
9. This guarantee shall be governed by Indian laws and the Courts at Mumbai, India alone shall have the jurisdiction

Date:

Signature of a person duly authorized to sign
on behalf of the Bank with Seal of the Bank

**Enclosure-6****EXTRACT OF PROVISIONS OF THE OFFICIAL SECRETS ACT, 1923****1 SECTION 2(B) ; “PROHIBITED PLACE”**

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

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

SECTION 3 : “PENALTIES FOR SPYING”

If any per unlawfully -

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

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

SECTION 4 : “COMMUNICATION WITH FOREIGN AGENTS”

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

SECTION 5 : “WRONGFUL COMMUNICATION OF INFORMATION”

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

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

Shall be guilty of an offence under this Act.

SECTION 6 : “UNAUTHORISED USE OF UNIFORMS”

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

SECTION 7 : “INTERFERING WITH OFFICERS OF POLICE”

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



SECTION 8 : “DUTY OF GIVING INFORMATION”

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

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

SECTION 9 : “INCITEMENT”

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

SECTION 10 : “PENALTY FOR HARBOURING SPIES”

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

SECTION 11 : “SEARCH WARRANTS”

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



Enclosure-7

DETAILS OF EXPERIENCE OF BIDDER
(to be filled online in the format in the Technical Bid)

Sr. No.	Details of valid Accreditation Certificate from NABET/ QCI for EIA consultant mentioning the category as a scope. If yes, attach authentic documents for the same.	Name of project for which EIA is already prepared	Name of the owner of the Project and their Contact Numbers and address	List of the authentic documents attached in technical bid establishing the preparation of EIA study report	Whether Environment al Clearance is received. If yes, attach a copy of EC issued by MoEF.

**Enclosure-8****PRICE BID PART-II
(To be submitted online ONLY)**

Sub: Appointment of EIS Consultant for Preparation of EIA (Environmental Impact Assessment) Report, carrying out CRZ mapping and Obtaining Clearance from CZMA/MoEF/ SEIAA and other concerned statutory bodies for NIRDESH Infrastructure at Chaliyam, Calicut, Kerala.

Ref: MDL Tender No. 400000085 dated 22.11.2013

Having visited the site, read the conditions for Consultancy services in the tender enquiry and Scope of Work at **Enclosure-1**, we hereby offer our **LUMP SUM** Professional Fee for Consultancy Services for the subject work as under:

Sr. No.	Item Description	Unit	Amount (₹)	Service Tax incl. Cess (%)	Total Amount incl. Service Tax & Cess (₹)
1.	Professional Fee for Preparation and Submission of EIA (Environmental Impact Assessment) Report, obtaining CRZ mapping from govt/statutory bodies and Obtaining CRZ clearance and Obtaining Clearance from MoEF/ and other concerned statutory bodies for NIRDESH Infrastructure at Chaliyum, Calicut, Kerala.	Lump Sum			
2.	Additional fee for Preparation and forwarding of 10 half yearly Compliance Reports to MoEF/ SEIAA and other statutory bodies after receipt of Environmental clearance for the project.	Lump Sum			

Note: The payment to the concerned govt/statutory bodies for preparation of CRZ maps is not to be included in the above. Payment, if any, shall be paid directly to the concerned govt/ statutory body(s) by NIRDESH, as advised by the Consultant, on submission of Documentary evidence.