MAZAGON DOCK SHIPBUILDERS LIMITED
CIN: U35100MH1934GOI002079
(A Government of India Undertaking)
Dockyard Road, Mazgaon, Mumbai 400 010. INDIA
Certified – ISO 9001:2008 for Shipbuilding Division
DEPARTMENT: OUTSOURCING
Tel. No.: +91(022) 2376 3750 Fax: +91(022) 2376 3326.
E-mail: vvkambli@mazdock.com Website: www.mazagondock.in

TENDER No. : GEM/2026/B/8191971
TENDER DATED : 28.10.26
TENDER CLOSING DATE : 04.11.26
TENDER OPENING DATE : 05.11.26

Repair / refurbishment of SRL make FC00522(FCU522) AC Unit of P-75

Mazagon Dock Shipbuilders Limited invites on-line competitive bids in TWO BID SYSTEM (Part-I Techno Commercial Bid and Part-II Price Bid), from Vendors, on our e-procurement portal www.gem.gov.in, for the Work/Services as detailed in this tender document:

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

Important Notes

Salient Features for Participating in (this) GeM-Tender:

1. Submission of bids against GeM Tenders: MAZAGON DOCK SHIPBUILDERS LIMITED INVITES ON-LINE COMPETITIVE BIDS from reputed Bidders / Suppliers in TWO BID SYSTEM (Part-I Techno Commercial Bid and Part-II Price Bid) on GeM (Government e Marketing) [**http://gem.gov.in**] for the following Scope of Work / Supplies, terms and conditions:

2. Bidders in their own interest are requested to upload their bids well in advance of tender closing date to avoid the last minute difficulties in uploading the bids. Request for extension, if at all to be made, shall be forwarded at least 3 working days in advance to the tender closing date / time with proper reasoning. MDL reserves all rights in this regard & decision of MDL shall be binding to the applicant. Problems in hardware/software, internet connectivity, system configurations, Browser setting etc., for whatsoever reason shall not be considered for extension of tender closing date and time.

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

4. All bidders are requested to get their technical queries, if any, clarified in advance (3 days in advance to tender closing date) to avoid last minute delay. For any technical and Commercial clarification, bidders are requested to contact the following executives:

Department	Name of Executives	Contact No	Email
Technical	Mr. Akeel Ahamad, DM (PP&C-P75)	022-23763392	akeelahamad@mazdock.com
Commercial	Mr V V kambli Chief Manager (OTS)	022-2376-3750	vvkambli@mazdock.com

Additional SERVICE LEVEL AGREEMENT (ASLA)
(This ASLA document is in addition to the GEM SLA terms & condition)

1. **SUBJECT:** E-tender enquiry (Two bid system) for **Repair / refurbishment of SRL make FC00522(FCU522) AC Unit of P-75** through limited Tender Enquiry basis.

2. **Scope of Work(SoW):** The detailed Scope of Work (SoW) is attached herewith as **Annexure-A**

3. **INSPECTION**: MDL & SOT.

4. **CONTRACT VALIDITY:**
The contract shall be valid for 1 Years from the date of award of order. Any work released till the completion of contract shall be carried out by the contractor.

5. **QUALIFICATION CRITERIA:NA**

6. **BID REJECTION CRITERIA:**
   6.1 **Categorical Rejection Criteria:** Following bids shall be **categorically rejected** (The following condition / deviations are non-negotiable and therefore any bid falling under these conditions / deviations shall be summarily rejected. **Bidders to note that no opportunity will be provided to rectify these conditions / deviations post bid opening**):
      6.1.1 Bids received after tender closing date and time.
      6.1.2 Bids received other than through e-portal.
      6.1.3 Bidders who are debarred under PPP MII order 2017, GeM, CPPP Portals including tender holiday issued by MDL.
   6.2 **Liable for Rejection Criteria:** In case of bids received with deviations to tender terms other than non-negotiable conditions indicated at 6.1, and the bids received without sufficient documents, ambiguous and incomplete bids; MDL at its discretion and availability of time, may provide equal time & opportunity for submission of deficient techno-commercial documents and clarification to the bidders. Bidders are required to submit such documents / clarifications within the duration / date stipulated by MDL, failing which their bids will be rejected.

7. ~~**EARNEST MONEY DEPOSIT (EMD): NA**~~

8. **VALIDITY PERIOD:**
   a) Bids/ Offers shall have a validity period of 120 days from bid closing date.
   b) In case the day up to which the bids are to remain valid falls on/ subsequently declared a holiday or closed day for MDL, the bid validity shall automatically be deemed to be extended up to the next working day
   c) In exceptional circumstances, before the expiry of the original time limit, MDL may request the bidders to extend the validity period for a specified additional period. The request and the bidders' responses shall be made in writing or electronically.

9. ~~**PRE –BID CONFERENCE:** Not applicable to this tender~~.

10. **ONLINE SUBMISSION OF BIDS IN TWO-BID SYSTEM:**
On-line Offer on the Government E Marketing Site GeM must be uploaded in two parts, Part-I Techno-commercial bid & Part-II price bid as appearing online. Offer in any other form will not be considered:
The bidder is requested to ***ensure that all the documents asked for are submitted*** *and the documents 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.
Part I (Techno Commercial Bid): Online Techno-commercial bid will be opened on the tender opening date/extended opening date shall contain the following.
   10.1 **Common Documents:**

10.1.1 Bidder should also upload scanned copies of Add. Service Level Agreement (SLA) and General Condition of Contract (GCC) acceptance format in the Prescribed Formats attached herewith **(Annexures H & I);** duly stamped, signed & filled 'Accepted OR Not Accepted' as applicable for each of the clause. Normally deviations to the tender terms are discouraged. However, if the bidder has any deviations, the same should be filled in above formats (**Annexures H & I**), mentioning the deviation against the relevant ASLA clause no., failing which it will be construed that all clauses of ASLA, GCC's appearing against the tender are understood by you and are fully acceptable to you. In the event bidder has no deviations, he should submit following forms mentioning 'Accepted'. Any deviations mentioned elsewhere in the offer other than in said Forms will not be considered.

10.1.2 Copy of blank Rate sheet (**Annexure-B**) clearly indicating 'Quoted/ Not-Quoted', also indicating the percentage % of applicable taxes/duties against each of the listed duly stamped & signed, should also be uploaded.

10.1.3 Bidders should upload signed and stamped acceptance of GST Declaration (GST Terms & Conditions) as per **Annexure-J**.

10.1.4 Bidder should scan and upload Acceptance in firm's letterhead

10.1.4.1 for Validity of Offer (Add. SLA Clause No. 8) & to extend the same on MDL request.

10.1.4.2 for readiness to furnish Performance Bank Guarantee for Equipment supplied / Services rendered or agreeing for retention of equivalent amount by MDL up to the period till completion of contractual & warranty obligations**.**

10.1.5 Bidder should upload scanned copy of tax and duties certificate (e.g. GST registration) for which they are registered. Scanned image of Valid GST Registration Certificate (All pages).

10.1.6 Copies of valid **UDYAM Registration** and Approval certificates (if any) of the following shall be uploaded on-line:

a) Micro Enterprises.
b) Small Enterprises.
c) ISO Accreditation.

10.1.7 **Annexure C:** Declaration Certificate for Local content **clearly indicating / declaring / specifying the local content percentage or / and location of local value addition** in the declaration certificate.

10.1.8 **Annexure L:** Declaration by bidder for Restrictions under rule 144(xi) of general financial rules GFRs, (2017).

10.1.9 Bidders not registered with MDL should scan and upload the following document.

a) RTGS/ NEFT - Mandate Authorization Form **(Annexure-K)**
b) Scanned image of PAN card.
c) Company Profile, Shop & Establishment

10.1.10 Bidders registered with MDL should scanned and upload valid Registration Certificate issued by MDL.

Note 1: In any case, prices are not to be mentioned in Part-I bid.

Part-II (Price Bid): This should contain only the PRICES for each of the listed items strictly in the prescribed format provided online in GeM.

Timely submission of the e-bids is responsibility of the bidders and no reasons / excuses in this regard will be entertained.

10.2 **Opening of Techno-Commercial e-Bid (Part-I):** Techno-Commercial e-bid (Part-I) will be opened online on the tender opening date or extended tender opening date or next working day if opening date happens to be holiday declared by MDL. The participant bidder can also witness opening of the bids online from their locations by logging on GeM portal.

10.3 **Opening of Price e-Bid (Part–II):** After completion of Techno-commercial scrutiny, intimation for price e-bid opening will be communicated only to techno-commercially accepted bidders. Bidder (s)

to note that such intimation may be given at a short notice by Fax, E-mail or even by telephone only to techno-commercially accepted bidder(s). Techno-commercially qualified bidders can also witness opening of price bids online from their locations by logging on GeM portal.

Note:

(i) If, in the price structure quoted for the required goods, there is discrepancy between the unit price and total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly;

(ii) If there is an error in a total corresponding to the addition or subtraction of sub-totals, the sub-totals shall prevail and the total shall be corrected; and

(iii) If there is a discrepancy between words and figures, the amount in words shall prevail.

11. **PRICING:**

i) Bidder would have to quote for all the services tendered & listed in the Rate Sheet format of GeM. Vendor has to mandatorily fill the Annexure B, BLANKING the PRICES but clearly indicating 'QUOTED / UNQUOTED', also indicating the % of actual taxes/ duties applicable, and upload in Cover-1/Part 1 Bid.

ii) Contract Price shall remain firm and fixed during the currency of order/contract execution. Price escalation is not applicable.

iii) MDL shall not be bound by any printed conditions or provisions in the Contractor's Bid Forms or acknowledgement of CONTRACT, invoices, packing list and other documents which purport to impose any conditions at variance with or supplemental to CONTRACT.

iv) Bidder while quoting should consider the all costs such as labour, minimum wages, transportation, equipment, all incidental expenses, travelling, lodging, boarding, administrative, mobilizations, demobilizations, etc.

v) The reference price, if any, indicated anywhere in the tender document against each line item is only notional and has no commercial relevance. Therefore, such reference price should not be considered as guidance price and the bidders shall quote their price based on their costing and pricing policies.

vi) Quantum of the work is tentative. Considering the priority, Project requirement, time constraint, work progress and contractor's performance, the quantum of work allotted to the contractor may vary or reduce and under such circumstances no compensation would be payable.

vii) The payment shall be based on actual work completed in line with tender terms and conditions

12. **OPTION CLAUSE:** MDL retains the right to increase/decrease the ordered quantity by up to 50 % at any time, till final delivery date (or the extended delivery date of the contract), by giving reasonable notice even though the quantity ordered initially has been supplied in full before the last date of the delivery period (or the extended delivery period)

13. **RANKING OF BIDS & DETERMINATION OF L-1 BIDDERS:**

13.1 Techno-Commercially Qualified Overall Lowest Bidder as evaluated by GeM will be considered for the placement of order. Bidders have to quote their price, applicable taxes etc. as per available in GeM Portal.

13.2 Bidder has to confirm that they have quoted all the line items by filling Enclosure-2 (Illustrative rate sheet).

14. **WORK COMPLETION CERTIFICATE:**

14.1 After successful repair / Refurbishment of SRL make FC00522(FCU522) AC unit, WCC will be certified by officer of the rank CM of MDL

15. **TERMS OF PAYMENT:**

15.1 Payments for completed work will be made within 15 days of issue of consignee receipt cum-acceptance certificate (CRAC) and on-line submission of Invoice unless otherwise specified in STC / ATC, also Ink Signed Tax Invoice in duplicate with work completion Certificate (WCC) duly certified by Chief Manager or above of user dept. of MDL. The invoice shall be preferably submitted within four weeks of certification of Work Completion Certificate 'WCC'

15.2 Set of Original + 2 Copies of signed Tax Invoice to be submitted to Receipts Sections along with Work completion certificate (i. e. Service Entry through SAP system) certified by CM or above rank officer of MDL user department.

15.3 The bills should be preferably submitted within four weeks of certification of Work Done Certificate 'WDC' to Receipts Sections adjacent to ARS punching station of South Yard along with Service entry through SAP system from user department.

15.4 Work completion certificate should confirm that the work is completed in time or in case of delays, the duration be specified in the certificate to invoke LD Claus and effect recoveries from contractor's invoice.

15.5 Alternate MSME vendor payment through TReDS:

15.5.1 In order to address the financial needs of MSME firms, GoI has introduced a platform for facilitating the financing of trade receivables of MSMEs from buyers, through multiple financiers which is termed as Trade Receivables Discounting System (TReDS). At TReDS, auctioning of invoices at competitive & transparent environment is done by financers based on Buyer's credit profile.

15.5.2 MDL is registered on the "Invoice mart" TReDS platform and M1xchange of M/s Mynd Solutions Pvt Ltd.

15.5.3 MSME bidders desirous to receive payments through TReDS platform may avail the facility if they are already registered on

15.5.3.1 "Invoicemart" TReDS platform or by registering on it.
Contact details at "Invoicemart" TReDS platform are as below:
022 6235 7373 and a new mail id:- service@invoicemart.com.

15.5.3.2 "M1xchange" TReDS platform or by registering on it.

15.5.3.3 Contact details at "M1xchange" TReDS platform are as below:
+91 9920455374 Ms Ashwathi Jayandran. email id
ashwathi.jayandran@m1xchange.com
+91 8839915724 Ms. Prinyaka Shah.
email id prinyaka.shah@m1xchange.com

15.5.4 As per latest GST Rules, from 1st April 2022, Vendors, whose aggregate turnover in any preceding financial year from 2017-2018 onwards, exceeds Rs. 10. Cr as per GST act, will have to issue e-Invoice. In case of failure to submit the E-Invoice/ or the self-declaration (if applicable), Tax invoice should be returned and claim will not be processed.

15.5.5 From 1st August 2023, with the revised MSME definition which is based on turnover **no e-Invoice or self-declaration will be required from Micro vendors who have Udyam Registration No, (URN) as their turnover is less than 5 Crs**. Small vendors **who have Udyam Registration No, have to provide the self-declaration that their turnover is less than 5 Crs or they have to provide the e-invoice in case their turnover exceeds 5 Crs.**

15.5.6 Wherever GST is applicable as per para 15.5, payment will be released against e-Invoice, or Invoice accompanied with **Vendor's Self Declaration** that " **We do not fall under the category of registered persons notified under Rule 48(4) of the Central GST Rules, 2017 and we are not required to comply with e-Invoicing provisions under GST Act, as our aggregate turnover in any preceding financial year from 2017-18 onwards has not exceeded Rs. 5 Crores as per GST act**" (from 1st August 2023- Turnover limit reduced to Rs. 5 Crs. from Rs. 10 Crs.)

15.5.7 Kindly note that submission of the above documents with the invoice is essential for effecting (timely) payment to the Subcontractor.

15.5.8 No advance in any manner will be paid against this contract.

Note: Contractors are requested to raise invoices yard-wise in consultation with WCC issuing authority.

16. **MODIFICATION**: Bidder desirous of submitting modified Bid prior to the Tender closing date & time may do so by making modifications in their Bid submitted online any no. of times before the Tender closing date & time. The last changed Bid shall be considered as the final Bid.

17. **PERFORMANCE SECURITY {PERFORMANCE BANK GUARANTEE (PBG) CUM SECURITY DEPOSIT (SD)} (PS):**

17.1 Performance Security for an amount equal to 5% of the order value (excluding taxes, duties) payable in Indian Rupees shall be submitted within 25 days from the date of intimation of the Order/Contract and the same should remain valid for a period of 60 (sixty) days beyond the date of completion of all contractual obligations of the supplier, including warranty obligations.

17.2 Please note that MDL does not extend any concession such as exemption in payment of Performance Security Deposit to any organization (Except PSU) irrespective of their status, like registration with MDL, NSIC, SSI, MSE, etc.

17.3 No interest will be paid on Performance Security. The performance security will be returned only after successful execution of the order and shall be interest free.

17.4 Mode of PS:

17.4.1 Performance Security to be submitted in the form of NEFT / DD/ Pay Order/ Bank Guarantee/ Insurance Surety Bond for Performance Security / irrevocable Electronic Bank guarantee (e-BG)/ Structural Financial Messaging System Bank Guarantee (SFMS BG) in favor of Mazagon Dock Shipbuilders Limited from the list of banks approved by SBI/ Canara bank published on MDL website.

17.4.2 In case of Insurance Surety Bond for Performance Security, the insurer (Insurance Company) should be an Indian Insurance Company as defined in section 2(7A) of the Insurance Act, 1938 and insurer should also be registered under the Insurance Act, 1938 to transect the business of general insurance.

17.4.3 Performance Security is to be furnished within 25 days after notification of the award of contract

17.4.4 In case of Performance security –BG/ Insurance Surety Bond for performance security, the same shall be valid for a period of 60 (sixty) days beyond the date of completion of contract. Bidder to advise their bank/banker to send performance security SD-BG directly to Outsourcing Department to dispense with additional step of verification of authenticity of signatories. No change/modification in the text of the prescribed format of the BG is permissible.

17.4.5 Performance security through NEFT- remittance through Bank: In case of online remittance of performance security amount, scanned image of Annexure-K, duly filled is to be uploaded along with tender. Further, the bidder should specifically mention the details of company name as well as nature of remittance, tender number/order number etc. in the text/narration fields of Bank's NEFT remittance in order to identify the same.

17.5 Any delay in submission of performance security SD shall result into charging of interest by MDL on the Contractor, interest is to be recovered for the period starting from 26th day of transmission / notification of order/contract by any mode and amount involved at the relevant rate of interest notified by HoD (Finance). For foreign supplier, it will be EUROBOR/LIBOR plus 2%. For Indian suppliers, it will be SBI BPLR plus 2%.

17.6 In case of failure to submit performance security by the supplier within 25 days of transmission / notification of order by any mode, The EMD submitted by contractor will be forfeited and MDL reserves the right to cancel the order and invoke the risk purchase clause.

17.7 The performance security will be forfeited and credited to MDL's account in the event of a breach of contract by the contractor. It should be refunded to the contractor without interest, after he duly performs and completes the contract in all respects but not later than 60(sixty) days of completion of all such obligations including the warranty under the contract. Return of Bid/ Performance Securities should be monitored by the senior officers and delays should be avoided.

17.8 In case the completion of work is likely to be delayed beyond the Order completion period/Contractual completion period or this period is required to be extended, the Contractor shall have to extend the validity of the Bank Guarantee for SD till such extended period. In case of failure

to comply with such extension of the Bank Guarantee for SD by the Contractor, the Bank Guarantee is liable for encashment by MDL.

17.9 Non-performance of the Terms & conditions of Order and/or default/breach by the Contractor will result in forfeiture of the SD with application of Risk Purchase provisions.

17.10 No exemption can be granted to any unit including MSME, SSI units and MDL Registered suppliers

BANK GURANTEE (IMPORTANT NOTE):-

The Bidders must submit the irrevocable Electronic Bank guarantee (e-BG) OR Structural Financial Messaging System Bank Guarantee (SFMS BG).

1) Mandatory Requirement: - Whenever a bidder submits SFMS BG, the bidder will mandatorily be required to submit letter from issuing bank that it is unable to issue NeSL(National e-Governance Service ltd) based e-BG as on date. Such letter should accompany the SFMS BG.
2) IFSC CODE:- While submitting the Structural Financial Messaging System Bank Guarantee (SFMS BG). IFSC: ICIC0000393 shall be used.
3) Authenticity of SFMS BG: Bidder shall get SFMS BG issued from SFMS enabled Bank as allowed by MDL in tender conditions. Bank shall issue the Bank Guarantee through SFMS system and send SFMS message to MDL's Bank confirming the authenticity of Bank Guarantee. Bidder will be required to submit SFMS BG towards performance Bond along with SFMS delivery report/message copy which has been transmitted to MDL's bank by BG issuing bank through SFMS system.
4) Stamp Paper/Franking Receipt: The SFMS BG will have to be given on non-judicial stamp paper/ with franking receipt estamping as per stamp duty applicable at the place from where the bid has emanated. The non-judicial stamp paper/ franking receipt e-stamping should be either in the name of the issuing bank or the bidder.
5) Receipt of SFMC BG The Original SFMS BG in physical form towards Bid security/Performance Warranty security (along with SFMS delivery report / message copy which has been transmitted by issuing bank through SFMS system to beneficiary's i.e MDL's Bank) should reach to the designated MDL office on or before due date.
6) Mandatory Requisite Information: SFMS BG will not be acceptable unless details of the same is transmitted to the MDL's Bank through SFMS platform. Its bidder's responsibility to ensure that BG issuing bank send the BG advice correctly in the form of message format 760 COV vis SFMS (Structured Financial Messaging System) as provided by RBI while capturing all requisite fields including Beneficiary Account Name, Bank Name. Bank Account Number, IFSC Code etc.
7) Non Acceptance of BG: In case of any error by the Bidder/contractor or BG issuing Bank while capturing the requisite field details / format or non-receipt of confirmation of BG through SFMS 760COV message format, the bidder/contractor shall be responsible for non-acceptance of the SFMS Bank Guarantee.
8) Amendment in BG: For any amendment of SFMS BG, message 767COV through SFMS should be used.

18. **GUARANTEE/WARANTEE: 06** months from date of delivery in MDL

19. **FREE ISSUE MATERIAL (FIM):** As per SOW **sr 1.** Value of FIMBG will be Rs. 13,59,307.00

20. **LIQUIDATED DAMAGES/ PENALTY:** Time is an essence of contract. Therefore, In cases of delay not attributable to MDL beyond the agreed schedule, LD shall be levied from the invoice@0.5%(Half percent) per week or part of thereof for the delayed work, subject to maximum of 5%

21. **TAXES & DUTIES:**

21.1 The items/service-wise rates quoted should be as per GeM rate sheet including Taxes and Duties.

21.2 The variation in statutory levies etc. are not allowed unless the breakups in respect of taxes duties are clearly and separately furnished in bid.

21.3 Bidders are required to submit their ID with HSN number, along with documentary proof. MDL's GST ID is 27AAACM8029J1ZA.

21.4 Bidders are required to comply with all the provisions applicable under the GST Act. (Please refer **Annexure-J**)

21.5 IT-TDS & GST-TDS shall be deducted as per Govt. rules prevailing at the time of making payment.

21.6 Supplier / contractor will not be entitled to any increase in rate of taxes occurring during the period of extended delivery completion schedule if there is delay in supplies / completion attributed to him. However, if there is a decrease in taxes, the same must be passed on to MDL.

22. **LOADING CRITERIA**: Deviations sought by the bidder in respect of Payment terms, delivery period, Liquidated Damages (L.D.) shall be loaded on the bidder/s quoted prices during price evaluation by MDL. Among the equal bids, bidders with ISO 9000 series accreditation over Non-ISO bidders, will be given preference. The loading criteria that will be adopted are detailed below & also as per Annexure- E.

22.1 It is desirable that the bidder accepts the **Payment Terms** indicated in clause 15 above. Varied payment terms quoted by bidders as compared to the terms stated in the Tender document shall be normalized by applying S.B.I. Prime Lending Rate (prevailing at the time of opening of Price bid) plus 2% p.a. rate of interest for the period at variation. (For Indigenous bidder)

22.2 For the additional **time period** sought by the bidder over the stipulated date of delivery as per Tender, 0.50% per completed week will be loaded to the quoted price.

22.3 Deviations sought in respect of **Liquidated Damages (LD)** 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 e.g. The maximum ceiling towards liquidated damages speculated in the tender is 5% and the bidder seeks to limit it to, say 3.5% then the price quoted will be loaded by 1.5%. If the rate of L.D per week is 0.5% per week or part thereof as per tender and the bidder seeks it as, say, 0.4% per week or part thereof, the maximum ceiling on L D as per tender will first be equated to weeks (10 weeks in this case) and the rate proposed by the bidder i.e. 0.4% 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 if the bidder/s adhere to the stipulated clause.

23. **PURCHASE PREFERENCE TO MAKE IN INDIA:**

The Government of India has issued revised Public Procurement (Preference to Make in India) order 2017 on 19 Jul 2024 as part of its policy to encourage "Make in India" and promote manufacturing and production of goods and services in India with a view to enhancing income and employment. Subject to the provisions of this order and to any specific instructions issued by Nodal Ministry or in pursuance of this order, Purchase Preference shall be given to local suppliers in all the procurements undertaken by MDL in the manner specified below:

23.1 The following terminology / definitions used in the policy is enumerated below and applicable to the tender:

(i) **Local content:** Local content means the amount of value added in India which shall be the total value of item (goods, services or works or their combination) under procurement (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value in percent. Different definition of Local Content may be specified by the Nodal Ministry for items assigned to them, which will prevail over above.

Explanatory notes for calculation of local content given above

(a) Imported items sourced locally from resellers / distributors shall be excluded from calculation of local content.

(b) The license fees / royalties paid / technical charges paid out of India shall be excluded from local content calculation.

(c) Procurement / Supply of repackaged / refurbished / rebranded imported products as understood commonly shall be treated as reselling of imported products and shall be excluded from calculation of local content. The definition of repackaged / refurbished / rebranded imported products is as follows;

‘Refurbishing' means repair or reconditioning of an imported product does not amount to manufacture because no new goods come into existence.

'Repackaging’ means repacking of imported goods from bulk pack to smaller packs would not ordinarily amount to manufacture of a new item.

'Rebranding means relabeling or renaming or change in symbol or logo/makes or corporate image of a company/organization/ firm for an imported product would amount to rebranding.

(d) To ensure that imported items sourced locally from resellers/distributors are excluded from calculation of local content, procuring entities to obtain from bidders, the cost of such locally-sourced imported items (Inclusive of taxes) along with breakup on license / royalties paid / technical expertise cost etc. sourced from outside India. For items sold by bidder as reseller, OEM certificate for country of origin to be submitted.

(e) For contracts involving supply of multiple items, weighted average of all items to be taken while calculating the local content.

Note:

(i) The local content can be increased by vendors through partnerships, cooperation with local companies, establishing production units in India or Joint Ventures (JV) with Indian suppliers, increasing the participation of locat employees in services and training them.

(ii) Bidders offering imported products will fall under the category on Non-local suppliers and they cannot claim themselves as Class-I local suppliers / Class-II local suppliers by claiming the services such as transportation, insurance, installation, commissioning, training and after sales service support like AMC / CMC, etc. as local value addition. Hence, bidders offering imported products will be treated as Non-local suppliers. This shall be included in tender for information and clarity to bidders.

(f) **“Class-I Local Supplier”** means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for “Class-I local supplier” under this order

(g) “**Class-II Local Supplier**” means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for” Class-II local supplier” but less than that prescribed for “Class-I local supplier” under this order.

(h) **“Non-Local Supplier”** means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than that prescribed for “Class-II local supplier” under this order.

(i) “L1” means the lowest tender or lowest bid or lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.

(j) “Margin of Purchase Preference” means the maximum extent to which the price quoted by a “Class-I Local Supplier” may be above the L1 for the purpose of purchase preference. The margin of purchase preference for the present tender is 20%.

Note:

- Procedure for determination of L1 price for the purpose of deciding eligibility for Purchase Preference shall be stipulated in the tender.
- Price/s of all Class I local supplier/s in a tender is more than 20% of L1’s price no purchase preference shall be applicable

(k) "Nodal Ministry" means the Ministry or Department identified pursuant to the said Order in respect of a particular item of goods or services or works.

(l) "Procuring entity" means a Ministry or department or attached or subordinate office of or autonomous body controlled by, the Government of India and includes Government companies as defined in the Companies Act

Note: Mazagon Dock Shipbuilders Limited (MDL) shall be a procuring entity.

(m) "Works" means all works as per Rule 130 of GFR-2017 and will also include "turnkey works", Engineering, Procurement and Construction (EPC) contracts.

(n) "Services" includes System Integrator (SI) contracts among other services.

(o) Special treatment for items covered under PLI Scheme The manufacturers manufacturing an item under PLI scheme shall be treated as deemed Class II local supplier for that item unless they have minimum local content equal to or higher than that notified for Class-I local supplier for that item, provided the manufacturer has received incentive from the concerned PLI Ministry for the item. The above shall be applicable for the specific time period only, as notified by concerned PLI Ministry.

23.2 **Eligibility of Suppliers to bid in a tender:** - Both 'Class-I local supplier' and 'Class-II local supplier' shall be eligible to bid in procurements except when Global tender enquiry has been issued.

23.3 **Purchase Preference(PP):**

a) Purchase preference shall be given to only "Class-I Local Supplier" (Class II Local Supplier are not eligible for purchase preference) in procurements undertaken in the manner specified in the succeeding sub-paras:

b) The Class-I local suppliers, under PPP-MII Order, participating in any government tender, may or may not be MSEs, as defined under the MSME Act. Similarly, MSEs participating in any government tender, may or may not be Class-I local suppliers. Suppliers may be categorized in following four broad categories for consideration or applicability of purchase preference:

Category	Terminology
Supplier is both MSE & Class-I local supplier.	"MSE Class-I local supplier"
Supplier is MSE but not Class-I local supplier.	"MSE but non-Class-I local supplier"
Supplier is not MSE but is Class-I local supplier.	"Non-MSE but Class-I local supplier"
Supplier is neither MSE nor Class-I local.	"Non-MSE non-Class-I local supplier"

c) In the procurement of goods, services which are covered by para above and which are not divisible in nature, and in procurement of services where the bid is evaluated on price alone (Items covered under Para 3A(c) of PPP-MII Order, 2017) and both MSEs as well as Class-I local suppliers are eligible for purchase preference Purchase preference shall be accorded as under:

i) L-1 is "MSE Class-I local supplier": Contract shall be awarded to L-1.

ii) L-1 is not "MSE Class-I local supplier " but the "MSE Class-I local supplier" falls within 15% margin of purchase preference. Purchase preference shall be given to lowest quoting "MSE Class-I local supplier". If lowest quoting "MSE Class-I local supplier" does not accept the L-1 rates, the next higher "MSE Class-I local supplier" falling within 15% margin of purchase preference is to be given purchase preference and so on. If all "MSE Class-I local supplier" do not accept L-1 rates, then relevant Para shall be followed.

iii) If conditions mentioned in sub paras above are not met i.e. L1 is not "MSE Class-I local supplier" and "MSE Class-I local supplier" is not eligible to take benefit of purchase preference as per PPP-MSE Order or all "MSE Class-I local supplier" do not accept L-1 rates, the contract is to be awarded / purchase preference to be given in different possible scenarios as under:

a) L-1 is "MSE but non-Class-I local supplier" or "Non-MSE but Class-I local supplier": Contract be awarded to L-1.

b) L-1 is "Non-MSE non-Class-I local supplier": Firstly, purchase preference shall be given to eligible MSE as per PPP-MSE Order. If MSEs not eligible or does not accept then purchase preference to be given to eligible Class- I Local supplier as per PPP-

MII Order. If Class-I Local supplier is also not eligible or does not accept then contract be awarded to L-1.

d) Non-local suppliers, including MSEs falling in the category of Non-local suppliers, shall be eligible to bid only against Global Tender Enquiry.

e) Parallel Contracts: In case of parallel contracts tender also Purchase Preference to MSE & Class I Suppliers shall be applicable and shall be accorded in accordance with para 3B Order Public Procurement (preference to Make in India) Order 2017 dated 19.07.2024 or amended thereon.

23.4 **Minimum Local Content**

(i) The 'local content' requirement to categorize a supplier as 'Class-I local supplier' is minimum 50%. For 'Class-II local supplier', the 'local content' requirement is minimum 20%. However, Nodal Ministry / Department may prescribe only a higher percentage of minimum local content requirement to categorize a supplier as 'Class-I local supplier' / 'Class-II local supplier'. For the items, for which Nodal Ministry / Department has not prescribed higher minimum local content notification under the Order, it shall be 50% and 20% for 'Class-I local supplier' and 'Class-II local supplier' respectively.

(ii) The Nodal Ministry may keep in view the domestic manufacturing / supply base and assess the available capacity and the extent of local competition while identifying items and prescribing the higher minimum local content or the manner of its calculation, with a view to avoiding cost increase from the operation of this Order.

(iii) The Nodal Ministry may annually review the local content requirements with a view to increasing it, subject to availability of sufficient local competition with adequate quality.

23.5 **Declaration/Verification of Local content:**

(i) Participating bidders to indicate the percentage of local content (i.e. value added in India) along with the details of location/s where the local value addition is made, in their bids, item wise or tender wise. The indicated local content percentage shall decide categorization of the vendors as “Class-I Local Supplier” / “Class-II Local Supplier” / “Non-local Supplier”. All bidders should declare that the item and service offered meets the minimum local content & indicate its percentage in their offer which shall meet or excel required local content specified in tender. This declaration is necessary even if Custom Duty Exemption and / or ERV (if applicable) are not being sought. Certification as under is to be submitted mandatorily in technical Offer-Part-I bid.

(ii) Self-certification by Chief Financial Officer or Other legally responsible person nominated in writing by the Chief Executive or Senior Member / Person with Management Responsibility of Corporation / Partnership / Individual. However, in cases of procurement for value in excess of Rs. 10 Crores, the bidders shall provide a certificate from statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing charted accountant (in respect of supplier other than companies) giving the percentage of local content.

(iii) The bidders shall provide a self-certification for local content in the quoted item(goods/works/services) at the time of tendering. However, at the time of execution of the project, for all contracts above 10 crores, the contractor/supplier shall submit local content certification duly certified by cost/chartered in practice. For cases where it is not possible to provide certification by cost/chartered accountant at the time of execution of project, the supplier shall be permitted to provide the certificate for local content from cost/chartered accountant after completion of the contract, within limit acceptable to procuring entity (30 days of completion).In case the contractor/supplier does not meet the stipulated local content requirement and the category of the supplier changes from class I to class II/Non-local or from class II to non-local, a penalty of 10% of the contract shall be imposed which shall be withheld from the payment due to the bidder. However, contract once awarded shall not be terminated on this account.

Further it must be informed to bidders that once the declaration /certification is committed at tender submission stage, the same cannot be altered subsequently at technical negotiation stage or after award of contract. Doing so would be treated / considered as false declaration by bidder and necessary action shall be initiated as per tender clause ‘**Debarment of bidders / suppliers’** of the said Order for debarment.

(iv) Declared Local Content shall be the basis for categorization of the vendors and tender evaluation. However, MDL reserves the right to undertake detailed examination of declared local content and may call vendor to submit relevant documents.

(v) In cases where MDL received the complaint from any vendor or person, along with the fees prescribed below, verification of Declared Local Content shall be carried out by seeking additional info as deemed necessary and the bidders (including unsuccessful bidders) against the tender shall be obliged to furnish the necessary documents. Failing to do so, the vendor may invite penal action as per the provisions of the Order. If MDL possess the capability, then it shall perform the verification. However, if in the opinion of MDL matter needs to be dealt at higher level, then the complaint shall be referred to Nodal Ministry and their fees / expenses / charges applicable as per the Nodal Ministry, if any, shall be borne by the complainant. MDL is authorized to prescribe fees for handling complaints under revised PPP MII 2017 Order. The fees for filing a complaint under the order shall be Rs. 10,000/- per case. The complaint shall be filed to the Chairman, Public Grievance Cell. The fee shall be deposited by complainant in MDL's Account by NEFT.

(vi) On scrutiny of offer, if all the bidders participating in the tender happen to have either not submitted the declaration certificate or not declared / specified the local content percentage in the declaration certificate or specified local content lower than the minimum local content requirement as per the tender, the subject tender shall be cancelled & matter shall be taken up with Ministry, by the user department, as per the procedure indicated at above Purchase Preference Para or as amended by MoD / DPIIT / DoE.

(vii) On opening of the price bids, if it is identified that there is difference in local content declaration made & local content percentage as per price quoted is now not meeting (i.e. lesser than) the specified tender requirement (i.e. only on the quoted price without any loading) then such bidder shall be disqualified and shall not be considered for ranking purpose. The bid would be treated / considered as given false declaration and necessary action for debarment shall be initiated.

23.6 **PPP MSE Order 2012:**

Purchase Preference under PPP MSE Order 2012 shall prevail over Purchase preference under PPP MII Order 2017 and Purchase preference shall be accorded as per para 23.3 above.

23.7 **Price negotiation & contract placement:**

(i) MDL has right to negotiate with L1 bidders on the quoted prices. However, it shall be ensured that Local Content percentage as declared by the vendor is maintained or increased but not reduced.

(ii) After the contract is awarded and the supplies are completed, the supplier shall provide a "Local content certificate" (in the format provided at the time of PO placement) declaring the actual Local content percentage achieved while executing the contract. In case of failure to provide Local Content Certificate for the executed order within reasonable time, the issue be referred for debarment.

Note: In cases of procurement for value in excess of Rs. 10 Crores, the supplier shall provide a Local Content certificate (in the format provided at the time of PO placement) from statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing charted accountant (in respect of supplier other than companies) giving the percentage of local content.

(iii) Supplier shall be intimated that the supporting documentation towards realization of committed Local Content as per the contract / order terms & conditions shall be maintained for a period of seven years from the date of completion of the contract for audit purpose. Nodal Ministry may constitute committees with internal & external experts for independent verification of self-declarations and auditor's / accountant's certificates on random basis and in the case of complaints.

23.8 **Debarment of bidders / suppliers:**

(i) False declaration will be in breach of Code of Integrity under Rule 175(1)(i)(h) of GFR 2017 for which a bidder or its successors can be debarred for up to 2 years as per Rule 151(iii) of GFR 2017 along with such other actions as may be permissible under law.

(ii) A supplier who has been debarred by any procuring entity for violation of said Order shall not be eligible for preference under said Order for procurement by any other procuring entity for the duration of debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities, in such a manner that ongoing procurements are not disrupted.

23.9 **Reciprocity Clause**: Entities of countries which have been identified by the nodal Ministry/ Department as not allowing Indian companies to participate in their Government procurement for any item related to that nodal Ministry shall not be allowed to participate in Government procurement in India for all items

related to that nodal Ministry/ Department, except for the list of items published by the Ministry/ Department permitting their participation.

Note: The term 'entity' of a country shall have the same meaning as under the FDI Policy of DPIIT as amended from time to time.

24. **PURCHASE PREFERENCE FOR MSEs:**
Micro and Small Enterprises (MSEs) registered under Udyam Registration or as directed by government are eligible to avail the benefits under the policy. This Policy is meant for procurement of only goods produced and services rendered by MSEs. Traders/Distributors/Sole Agents/Works Contract are excluded from the purview of the policy.
Purchase Preference under PPP MSE Order 2012 shall prevail over Purchase preference under PPP MII Order 2017 and Purchase preference to MSE bidders shall be accorded as per para above.

25. **FREAK LOW BID:**
1. In case after opening of price bid of technically cleared firms, If L1 firm has quoted very low rates and indicates to withdraw from the tender then firm may be given tender holiday including intimation to other PSUs. If the rates quoted are less than MDL estimates by 40% or so and if the difference in rate between L1 and L2 (i.e. (L2- L1) *100/L1) is 30% or more with reference to L1, then contract only placed after meeting held with L1 bidder to ascertain whether the quoted prices are “workable”.
MDL reserves the right of part-ordering the services

26. **MODIFICATIONS TO THE BID:**
Bidder desirous of submitting modified Bid prior to the Tender closing date & time may do so by making modifications in their Bid submitted online any no. of times before the Tender closing date & time. The last changed Bid shall be considered as the final Bid.

27. **WORKING ON MDL HOLIDAYS:**
Intimation for working on Saturday / Sunday / holidays if required, should be submitted 2 working days prior to the date of holiday indicating names of personnel to Personnel Department and Security through concerned Department.

28. **RESTRICTIONS UNDER RULE 144(XI) OF GENERAL FINANCIAL RULES GFRS, (2017). (REFER ANNEXURE -L):**

28.1 Any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority. Further, any bidder (including bidder from India) having specified Transfer of Technology (TOT) arrangement with an entity from a country which shares a land border with India, shall also require to be registered with the same competent authority**.**

28.2 'Bidder” means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.

28.3 "Bidder (or entity) from a country which shares a land border with India" for the purpose of this Order means: -

i) An entity incorporated, established or registered in such a country; or
ii) A subsidiary of an entity incorporated, established or registered in such a country; or
iv) An entity substantially controlled through entities incorporated, established or
v) registered in such a country; or
iv) An entity whose beneficial owner is situated in such a country; or
v) An Indian (or other) agent of such an entity; or
vi) A natural person who is a citizen of such a country; or
vii) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

28.4 The beneficial owner for the purpose of 30.2 above will be as under:

i) In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation—

a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;

b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholder's agreements or voting agreements;

ii) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

iii) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

iv) Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

v) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

28.5 An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

28.6 The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

28.7 The registration shall be valid at the time of submission of bid and at the time of acceptance of bid.

29. **NON-DISCLOSURE AGREEMENT:** As per SOW sr no 3..

30. **BREACH OF OBLIGATION:**

30.1 In case of breach of any obligation mentioned under, the bidder shall be disqualified / debarred from the bidding process for a period of one year from the date of notification;

30.2 Bidder has withdrawn / modified / amended / impaired / derogated from the tender during the period of bid validity.

30.3 Bidder fails or refuses to execute the contract upon notification of acceptance of bid by MDL during the period of bid validity.

31. **PUBLIC GRIEVANCE CELL**: A public grievance cell headed by Shri R. R. Kumar, ED (EY) has been set up in the company. Members of public having complaints or grievances are advised to contact above Authorities on Wednesday between 10.00 hours and 12.30 hours in his office at 3rd Floor, West Block, Mazagon Dock Shipbuilders Ltd or send their complaints / grievances to him in writing for redressal. Telephone No. is 23762106(MDL).

32. The contract will be governed by General Conditions of the contract and ATC of GeM, while executing work. In case of discrepancy, clauses mentioned in Tender, Technical Scope and Rate sheet will override the clauses mentioned in other enclosures including General Conditions of the contract and ATC of GeM.

33. Statutory Compliances while deploying Contract Employees in MDL Premises and its units is enclosed at **Annexure- N** and Safety instruction for Sub-Contractor is enclosed at **Annexure- O**

34. **SITE VISIT**:

Bidders may visit the actual site at MDL before submitting the bid, for ascertaining the nature & entire scope of work, job requirement, technical specifications, tools & tackles & measuring instruments required, for carrying out the job and intermediate checks, the environment under which the work needs to be carried out at worksite in MDL premises, site conditions etc.
Bidder to intimate one day prior to MDL vide e-mail for his plan for site visit. In this regard please contact following MDL Officials: Mr. Akeel Ahamad, DM (P&PCore) on Telephone No 022-2376 3392, Email: akeelahamad@mazdock.com**.** Bidder to submit all the personal details require for his entry pass as per MDL procedure.

35. ~~**CONFLICT OF INTEREST AMONG BIDDERS/ AGENTS:** Not Applicable to this tender~~.

36. **CARTEL FORMATION/POOL RATES:**
It is possible that sometimes a group of bidders quote the same rate against a tender. Such pool/cartel formation is against the basic principle of competitive bidding and defeats the very purpose of an open and competitive tendering system. Such and similar tactics to avoid/control true competition in a tender leading to "Appreciable Adverse Effect on Competition" (AAEC) have been declared as an offence under the Competition Act, 2002, as amended by the Competition (Amendment) Act, 2007. Such practices should be severely discouraged with strong measures. In case of evidence of cartel formation, detailed cost analysis may be done by associating experts if necessary. Besides, suitable administrative actions can be resorted to, such as rejecting the offers, reporting the matter to trade associations, the Competition Commission or NSIC, etc., and requesting them, inter-alia, to take suitable strong actions against such firms. New firms may also be encouraged to get themselves registered for the subject goods to break the monopolistic attitude of the firms forming a cartel. Changes in the mode of procurement (GTE instead of OTE) and packaging/slicing of the tendered quantity and items may also be tried. A warning clause may also be included in the bid documents to discourage the bidders from indulging in such practices. Purchaser may also debar the tenderers indulging in cartel formation/collusive bidding/bid rigging for a period of two years from participation in the tenders of the Purchaser.

37. **WORKMEN SAFETY AND INSURANCE:**
The service provider shall alone be fully responsible for safety and security and insurance or life insurance of their personnel who is working on the operation and maintenance works. The service providers shall take out and maintain, and shall cause any Subcontractors to take out and maintain, at their (or the Subcontractors', as the case may be) own cost but on terms and conditions approved by the MDL, insurance against the risks, and for the coverage, as shall be specified in the TEF; and (b) at the MDL's request, shall provide evidence to the MDL showing that such insurance has been taken out and maintained and that the current premiums have been paid. The service provider shall provide and ensure sufficient protection gears like safety shoes, hand gloves, ladders, etc. are being used by their workers while carrying out works. MDL shall not be liable for any compensation in case of any fatal injury/death caused to or by any man power while performing/discharging their duties / for inspection or otherwise.

38. **CLAIMS BY FIRMS**:
No claims by the firms will be entertained after 03 years from date of execution/completion of order.

39. **RIGHT TO REJECT ANY OR ALL BIDS:**
MDL reserves its right to accept or reject any or all Bids, abandon/ cancel the Tender process, and issue another tender for the same or similar Goods/Services at any time before the award of the contract. It would have no liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for such action(s).

40. **CONTACTING MDL DURING THE EVALUATION:**
From the time of bid submission to awarding the contract, no bidder shall contact MDL on any matter relating to the submitted bid. If a Bidder needs to contact MDL for any reason relating to this tender and/ or its bid, it should do so only in writing or electronically. Any effort by a Bidder to influence MDL during the processing of bids, evaluation, bid comparison or award decisions shall be construed as a violation of the Code of Integrity, and bid shall be liable to be rejected as nonresponsive in addition to other punitive actions for violation of Code of Integrity as per the Tender Document.

41. **CORRIGENDUM TO TENDER DOCUMENT:**
Before the deadline for submitting bids, MDL may update, amend, modify, or supplement the information, assessment or assumptions contained in the Tender Document by issuing a corrigendum. The corrigendum shall be published in the same manner as the original Tender Document. Without any liability or obligation, the Portal may send intimation of such corrigendum to bidders who have downloaded the document under their login. However, the bidders' responsibility is to check the website(s) for any corrigendum. Any corrigendum thus issued shall be considered a part of the Tender Document. To give reasonable time to the prospective bidders to take such corrigendum into account in preparing their bids, MDL may suitably extend the deadline for the bid submission, as necessary. After MDL makes such modifications, any Bidder who has submitted his bid in response to the original invitation shall have the opportunity to either withdraw his bid or re-submit his bid superseding the original bid within the extended time of submission.

42. ~~**TIE BREAKER:** Not applicable to tender~~

43. **PROGRESS MONITORING & REVIEW MECHANISM:**
The required dates are indicated in tender. On placement of order a kick off meeting is to be held in MDL to chalk out the sequence and priority of the activities and the deliverables in line with the prevailing construction status of the ship. In this meeting, a progress monitoring team shall be constituted comprising vendor's representative engineer, MDL's executives (one each from Planning, Design and Ship Manager). This team shall carry out periodic reviews (initially quarterly followed by monthly reviews) to decide and chalk out the detailed sequence and priority of the completion of work and deliverables. The vendor would have to adhere to the recommendations and decisions of the said team while executing the work.

44. **DENIAL CLAUSE:**
(i) No increases in price shall be admissible/allowed on account of any statutory increase in or fresh Imposition of GST, customs duty or on account of any other taxes/ duty/ cess/ levy), leviable in respect of the goods and services specified in the said contract which takes place after the original delivery date.
(ii) Notwithstanding any stipulation in the contract for increase in price on any other ground including price variation clause or foreign exchange rate variation, no such increase which takes place after the original delivery date shall be admissible on such of the said goods as are delivered after the said date.
(iii) Nevertheless, MDL shall be entitled to the benefit of any decrease in price on account of reduction in or remission of GST, Customs duty or on account of any other Tax or duty or on any other ground as stipulated in the price variation clause or foreign exchange rate variation which takes place after the expiry of the original delivery date.

45. **HINDRANCE REGISTER**:
All hindrances with date of occurrences and removal shall be noted in the Hindrance Register. The Hindrance Register shall document reasons for the delay vis-à-vis the mutually agreed schedule. All hindrances such as delay in MDL Inputs (Drawings/Material/Documents/Services/ Inspection call), delay by TPI/Inspection Agency/Customer(Navy), delay on account of specialist services, non-performance by the contractor, delinquency by the vendor, force majeure or any other relevant reason shall be recorded. The Hindrance Register shall be signed by the reps. of both MDL as well as Contractor. Executive in the rank of Chief Manager and above shall be the nodal executive of the User Department.

46. The bidder shall also abide to all statutory requirements, Official Secret Act 1923, Security and Safety Rules as per references, which are part of this tender. If contractors' employees are not adhering to the health, safety and environment norms and the contractors not equipping their employees with suitable safety gears, will be viewed seriously. For non-adherence to above will be levied as per extant guidelines of Security and Safety Rules prevailing time to time, to the contractor without prejudice to other rights to enforce the safety requirements.

47. **RESTRICTIONS REGARDING PERSONNEL DEPLOYED:**
The quoted rates shall not be less than the minimum wage fixed/notified by the State Government where service is performed and shall include all statutory obligations. However, bids without any element of cost over and above such minimum wage (or below it) shall be treated as 'Nil' price quotation and would be

rejected. The service provider shall be liable for all kinds of dues payable in respect of all personnel provided under the contract and the MDL shall not be liable for any dues for availing the services of the personnel. The service provider should ensure that persons to be deployed are not alcoholic, drug addict and not indulge in any activity prejudicial to the interest of the MDL. The service provider shall ensure to get the Police verification for all the manpower deployed by them and the contractor should ensure that the manpower deputed should bear good moral character.

48. **INSTRUCTION TO BIDDERS:**

48.1 Contractors shall not engage employees of other contractors presently working in MDL & recorded at Security Dept. The contractor can engage such employee if other contractor gives No Objection Certificate for such engagement & cancel the name of such desirous employee from his roll & accordingly convey to Security. The contractor engaging such employee without permission is liable for penalty including termination of contract & forfeiture of Security Deposit. Such penalty can also be imposed if it is observed that supervisors/ Workers deployed by contractor are not on their roll as per statement submitted by him at Security.

48.2 The bidder / supplier / contractor declares that they being proprietors / directors / partners have not been any time individually or collectively blacklisted or banned or de-listed by any Government or quasi Government agencies or PSUs. If a bidder's entities as stated above have been blacklisted or banned or de-listed by any Government or quasi Government agencies or PSUs, this fact must be clearly stated and it may not necessarily be a cause for disqualifying him.

48.3 Entry Pass for Contractors and their workmen: Bidders shall comply with the "MDL Security Procedures laid down in MDL for entry passes in respect of Contractors and their workmen" which is available in the home page of OUTSOURCING DEPT. of MDL Website www.mazadock.in →Tenders → Shipbuilding Outsourcing → SB-OTS Notification

48.4 In the event of placement of order on unregistered vendor, the firm shall apply for registration through Smt.,Vaishali Gharat DGM, SR&R dept., Tel. No. 23763057, within one month from placement of order.

48.5 MDL reserves the right to consider placement of Order / Contract in part or in full against the tendered quantity or reject any or all bids or to cancel the tender without assigning any reason.

48.6 MDL reserves the right to accept / reject any or all offers in part / full without assigning any reasons whatsoever. In case of any dispute, our decision in this matter shall be final and legally binding on the bidder/ subcontracted Inspection Agency/ Agencies.

48.7 In case of the performance of the contractor is not satisfactory, MDL reserves the right to cancel the order.

48.8 The Terms and Conditions stipulated in Add. SLA will supersede those in GeM GT&C in case of any conflicting provisions.

48.9 In case of proper on-line filling of Acceptance Formats for Tender Enquiry Form, GCC and ATC of GeM, it shall be presumed that all our tender terms & conditions are acceptable to you.

49. **Reverse Auction** (RA) as per GEM procedure will be applicable to this tender after opening of Price Bid.

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

Yours faithfully,
For MAZAGON DOCK SHIPBUILDERSLIMITED,

V V kambli
Chief Manager
(OUTSOURCING DEPARTMENT)

Annexures

Annexure – A	Scope of work.
Annexure – B	Blank Rate Sheet format.
Annexure – C	Declaration Certificate For Local Content
Annexure - C-1	Actual Local Content Certificate to be submitted Post Execution of Contract / PO.
Annexure – D	Format for information of past orders.
Annexure – E	Details for Remittance towards EMD/PS
Annexure – F	Non-Disclosure Agreement
Annexure – G	Add. Service Level Agreement (ASLA) Acceptance format.
Annexure – H	GCC (General Conditions Of Contract) acceptance format.
Annexure – I	GST terms & conditions
Annexure – J	RTGS/ NEFT - Mandate Authorization Form
Annexure – K	Declaration by bidder for Restrictions under rule 144(xi) of general financial rules GFRs, (2017)
Annexure – L	Format of Bank Guarantee for Performance Security (PS) {Performance Bank Guarantee (PBG) cum Security Deposit (SD)}
Annexure- M	Official Secret Act 1923
Annexure- N	Statutory Compliance By Sub Contract Employees
Annexure- O	Safety Instruction For Sub-Contractors
Annexure- P	Format of Work Done Certificate
Annexure- Q	Proforma Bank Guarantee for Bid Bond/ EMD
Annexure- R	List of technical documents to be uploaded in Part-I bid

Annexures:
References:
Terms & Conditions (Available on MDL Website www.mazdock.com →Work/Service Contracts or www.mazdock.com → tenders → shipbuilding → Outsourcing).

1) Standard Terms & Conditions (STACS).
2) General terms and condition
3) Official Secrets Act 1923 .
4) Safety Code for Sub-Contractors.
5) Loading Factor.
6) Procedure for entry passes.

FORMATS:
Available on MDL Website –www.mazdock.com / →Work/Service Contracts.
1) OTS –F-04 Track record.
2) OTS –F-07 Order acceptance Format.
3) OTS –F-12 RTGS/NEFT Mandate Authorization Form.

Annexure- A

Scope of Work (SoW)

Scope of Work for Repair / Refurbishment of SRL make FC00522 (FCU522) AC unit fitted onboard INS Kalvari for Project-75

1. Vendor to submit FIMBG/ Indemnity Bond and Insurance within 07 Working days after placement of order for collection of material from MDL.

2. Draft QAP to be submitted by the vendor at the time of bid submission and final QAP to be submitted by the Vendor within 07 days of placement of order which is to be approved by MDL Design and SOT (MB) prior to collection of items.

3. Firm to pick the item within 15 working days after placement of the purchase order. Items will be issued to the vendor on MDL discretion. Firm to submit non-disclosure agreement (NDA) for collection of any technical documents/details related to the AC Units.

4. To & Fro transportation, packaging, transit insurance and premises insurance of items collected by the vendor are in firm's scope.

5. Vendor may survey the AC units and understand the quantum of work before submitting the quote in the tender. Defective AC is installed in Boat at ND (MB).

6. All the spare parts such as repair / refurbishment / replacement of defective components of the AC units and consumable like Seals, O-Rings, lubricating oil, refrigerant, hoses and any other spares / component required for defect rectification including mandatory spares is in firm's scope. (Equipment like sensors, detectors, valves, electronic components etc. that needs replacement, OEM supplied /original spares to be used).

7. Vendor to prepare list of spares / components to be replaced (mandatory spares) refurbished and repaired at the time of post dismantle inspection and same is to be verified at the time of fitment / trials by MDL-QA and SOT(MBI).

8. **Spares acceptance criteria**:

   (a) For OEM spares, CoC from OEM to be provided by the vendor.
   (b) For non-OEM spares, vendor to provide Material Test Certificate as per material specification given in ETM.
   (c) In case material specifications are not available in the ETM for particular spare, vendor has to provide the same material; certified by NABL (for metallic items) / IRMRA (for rubber items) approved lab for existing material and new material to be reproduced as per sample.
   (d) If original components are not available in local market, approval of MDL- Design is to be obtained for use of equivalent component.

9. All instruments must be calibrated and valid calibration certificate must be available during inspection/ trials.

10. Trial run and inspections / operational parameters will be witnessed by MDL QA & SOT(MBI)/*IN* reps at firm' premises.

11. Vendor to carry out following repair activities:

(a) Repair of the AC units and replace / refurbish defective or missing part / components.

(b) Gas recovery (Extraction of gas, Maintenance of the system & Refill)

(c) Pressure test for all units 24 hours

(d) Vacuum test for all units 24 hours

(e) Charge gas as per ETM

(f) Carry Out FAT

(g) Painting of AC Units.

12. **Factory Acceptance tests (FATs)**

(a) Refrigerating circuit tests

(b) Water circuit tests

(c) Insulation tests & Voltage checks / measurement

(d) Safety cut out checks

(e) Air flow & pressure checks / measurement

(f) Temperature & Hygrometry check

(g) Final trials for 24 hrs as per ETMs.

13. Firm to carry out internal inspection & trials of repaired units, as per ETM / Procedures at its premise. After satisfactory results, firm should offer inspection to MDL well in advance (15 days' notice). Firm has to submit / produce the report of their internal inspection / trial done to MDL team at the time of inspection.

14. Detailed repair report which includes Defect Identification, Analysis, Defect Rectification, Pressure Test Report, Vacuum Test, Electrical checks and Operational Trials Report to be made by firm and forwarded to MDL P&PC at the time of delivery of the repaired AC Units.

15. **Packaging, and transportation**

(a) Vendor to provide Packaging that ensure the protection of the material during transportation, handling, warehousing and shipping.

(b) Vendor to provide blocking systems for each mobile part of the equipment in order to avoid internal movement of components during transportation.

(c) Desiccant bags (Silica gel) to be located near all motor / electrical components to prevent condensation.

(d) Water & shock detectors to be used on the packaging & equipment to prove and prevent any outdoor storage conditions.

16. Vendor to deliver repaired and properly packed AC unit within **06 Months** from the date of QAP approval to MDL stores / ND(MBI) as per SOT(MBI)/ *IN* directives with **12 Months** warranty from date of final acceptance.

RESPONSIBILITY MATRIX FOR REPAIR 1 REFURBISHMENT OF SRI- MAKE FC00522 (FCU522) AC UNIT FITTED ONBOARD INS KALVARI FOR PROJECT-75

Detailed scope of responsibilities of contractor and MDL is indicated in SOW. The list of the same is tabulated below:

Sl	Type	Description	Contractor	MDL
1.	Documentation	Submission of Non-disclosure agreement (NDA) post placement of order	✓	
2.	Documentation	FIMBG/ Indemnity bond with insurance cover of equivalent amount of material (cost provided by MDL)	✓	
3.	Documentation	Preparation and submission of Draft QAP to MDL for approval	✓	
4.	Transportation	Collection of material from MDL Store / ND(MB) and return it back	✓	
5.	Documentation	Approval of QAP by MDL-Design and SOT(MBI)		✓
6.	Documentation	Providing detailed drawing to the contractor against NDA		✓
7.	Material Arrangement	Providing the item to the vendor against FIMBG/ Indemnity bond with insurance cover		✓
8.	Services	Preparation of pre-work inspection and conduct all inspections as per approved QAP	✓	
9.	Services	Carry out all the activities as listed in Scope of work as per Approved QAP	✓	
10.	Services	Issuance of inspection call and provide stage wise Inspection Reports.	✓	
11.	Services	Arrangement of all required machines, jigs, tools and equipment's for carrying out repair work	✓	
12.	Services	Arrangement of testing and inspection instruments and facilities at contractor's remises	✓	
13.	Services	Delivery of repaired items at MDL / ND(MB)	✓	
14.	Services	Arrangement of crane / fork lift at MDL remises for loading / unloading of material		✓
15.	Documentation	Preparation and submission of Work Done Certificate (WDC)	✓	
16.	Documentation	Preparation and submission of All Inspection Report and Warranty Certificate	✓	
17.	Documentation	Preparation of SAP WCC post completion of work		✓

16/1/

101/"

दिनेश सोनवणे
मुख्य प्रबंधक (योजना-पूर्व खंड)
माझगांव डॉक शिपबिल्डर्स लिमिटेड

DINESH SONAWANE

CHIEF MANAGER (PLC-EY)

Annexure – B

Rate Sheet:

Sr No.	Job Description	Qty	Unit	Unit Rate (In Rs.)	Total Cost (In Rs.)
1	Repair / Refurbishment of SRL make FC00522 (FCU522) Air conditioner of galley, fitted onboard INS Kalvari	1	Nos		

Annexure-C

DECLARATION CERTIFICATE FOR LOCAL CONTENT

This declaration must form part of tender & it contains general information and serves as a declaration form for bidder. (Before completing this declaration, bidders must study the General Conditions, Definitions, Govt Directives applicable in respect of Local Content & prescribed tender conditions).

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CORPORATION, PARTNERSHIP OR INDIVIDUAL)

IN RESPECT OF BID/TENDER No.....

ISSUED BY: (Name of Firm): .....

NB: The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.

I, the undersigned, ……..... (full names), do hereby declare, in my capacity as……of .....(name of bidder entity), the following:

(a) The facts contained herein are within my own personal knowledge.

(b) I have read and understood the requirement of local content (LC) and same is specified as percentage calculated in accordance with the definition provided at clause 2 of revised Public Procurement (preference to Make in India) Order 2017.

"Local content" as per above order means the amount of value added in India which shall be the total value of items procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value in percent."

(c) I have satisfied myself that the goods/services/works to be delivered in terms of the above-specified bid comply with the local content requirements as specified in the tender for 'Class-I Local Supplier' / 'Class-II Local Supplier', and as above.

(d) The local content calculated using the definition given above are as under:

Tender Item Sr No	Local content calculated as above %	Location of local value addition
All Line items		

Attach separate sheet duly signed if space is not sufficient

NB: Local content percentage shall be declared item wise or tender wise strictly as per the terms of the tender.

(e) I accept that the Procurement Authority / Institution / MDL / Nodal Ministry has the right to request that the local content be verified in terms of the requirements of revised Public Procurement (preference to Make in India) Order 2017 dtd 16.09.2020and I shall furnish the document / information on demand. Failure on my part to furnish the data will be treated as false declaration as per PPP MII Order 2017. In case of contract being awarded, I undertake to retain the relevant documents for 7 years from date of execution.

(f) I understand that the submission of incorrect data, or data that are not verifiable as described in revised Public Procurement (preference to Make in India) Order 2017, may result in the Procurement Authority / Nodal Ministry / MDL imposing any or all of the remedies as provided for in Clause 9 of the Revised Public Procurement (preference to Make in India) Order 2017 dated 16.09.2020

SIGNATURE: **DATE: _____**

Seal / Stamp of Bidder

INSTRUCTIONS TO FILL DECLARATION CERTIFICATE FOR LOCAL CONTENT i.e. ANNEXURE "C"

All bidders should mandatorily fill the below fields in the Annexure-C document:

- Tender number
- Issued by: Name of your firm
- Your full name
- Your capacity/designation in your firm
- Name of your firm
- Clause no (e) of Annexure C- Fill in all the columns of the table
  - i) Tender item sr.no. (**Example: - Tender item sr. no 1, 2, 3,….. OR Tender item sr. no 1 to 25**)
  - ii) local content percentage (item-wise)
  - iii) Location of local value addition

Please note that missing any one of the above fields would render the document to be incomplete and would be under **Liable for rejection**.

nnexure-C-1

ACTUAL LOCAL CONTENT CERTIFICATE

Note 1: This certificate shall be submitted by the successful bidder post execution of the contract.

LOCAL CONTENT DECLARATION (post execution of contract / PO) BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CORPORATION, PARTNERSHIP OR INDIVIDUAL)
IN RESPECT OF CONTRACT No./ PO No......
ISSUED BY: (Name of Firm): .....
NB: The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
I, the undersigned, ……..... (full names),
do hereby declare, in my capacity as ……..……
of .....(name of bidder entity), that:
(a) The facts contained herein are within my own personal knowledge.
(b) My/our company had declared the local content at the time of tender as under

Tender Item Sr No	Local content calculated as above %	Location of local value addition

(c) My / our company has completed the above referred contract and the actual local content of the delivered item/s calculated using the definition in the declaration given at the time of Bid is as under:

Tender Item Sr No	Declared minimum Local content at the time of bidding (%)	Achieved Local content of delivered items (%)

NB: Local content percentage shall strictly be declared item wise or tender wise as was declared at the time of bid / tender.

(d) I accept that the Procurement Authority / Institution / MDL / Nodal Ministry has the right to request that the local content be verified in terms of the requirements of revised Public Procurement (preference to Make in India) Order 2017 dated 16.09.2020 and I shall furnish the document / information on demand. Failure on my part to furnish the data will be treated as false declaration as per PPP MII Order 2017. I undertake to retain the relevant documents for 7 years from date of execution.

(e) I understand that the submission of incorrect data, or data that are not verifiable as described in revised Public Procurement (preference to Make in India) Order 2017, may result in the Procurement Authority / Nodal Ministry / MDL imposing any or all of the remedies as provided for in Clause 9 of the Revised Public Procurement (preference to Make in India) Order 2017 dated 16.09.2020.

SIGNATURE: _____ **DATE:** _____

Stamp / Seal of the company

Annexure-D

1 FORMAT FOR INFORMATION OF PAST ORDERS:

Bidders are required to submit information of past orders

Sr. No	1	2	3	4	5	6
Order placed by						
Order No.						
Order date						
Description of work						
Order value						
Start date as per order						
Completion date as per order						
Actual completion date						
Work completion Certificate (WCC) ref. no						
WCC date						

Annexure-E

Details for Remittance towards EMD/PS

1. Contractors/bidders can use the following links/steps for making online payment of EMD/SD.

   a. www.mazagondock.in/onlinepayment.aspx
   OR
   b. Follow the following steps.
   - Go to www.mazagondock.in
   - Click on online payment tab available on home page.
   - 4 options viz. Career, tender, security, scrap/disposal will be available.
   - Click on the respective tab and make the payment online using debit cards, credit cards, net banking, BHIM / UPI etc. after filling the required details

2. **MDL'S BANK ACCOUNT DETAILS:**
   NAME OF BANK A/C HOLDER : **MAZAGON DOCK SHIPBUILDERS LTD**
   BANK AND BRANCH : **STATE BANK OF INDIA, COMMERCIAL BRANCH, FORT, MUMBAI-400023**
   TYPE OF ACCOUNT : **CURRENT**
   BANK ACCOUNT NO : **11079519138**
   IFSC CODE : **SBIN0006070**
   SWIFT CODE : **SBININBB101**

3. **DETAILES 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	Vendor Code	MDL tender/ PO. Ref No.	Nature of Remittance viz. EMD/PS etc.	Amount Remitted (`)

Signature of Vendor/Representative

Annexure-F

Non-Disclosure Agreement Format

THIS NON DISCLOSURE Agreement made at Mumbai, India on this _____ day of _____2014 between Mazagon Dock Shipbuilders Limited a company registered under the Companies Act, 1956 and having its registered office at Dockyard Road, Mumbai-400 010 (hereinafter referred to as "MDL") and _____a company registered under the Companies Act, 1956 and having its registered office at _____(hereinafter referred to as "_____").

MDL and _____ shall hereinafter be collectively referred to as "the Parties" and individually as "a Party".

WHEREAS

A*. MDL has floated a tender and is required to provide certain information to (name of the bidder) to prepare his bid and/or

AA **. The Parties are considering to enter into a _____for which each Party shall provide information ("Disclosing Party") to the other Party ("Receiving Party") which at present is confidential and not in the public domain.

B. The Parties intend that the aforesaid information be kept confidential as between the Parties. The Parties undertake and declare that they shall not divulge, publish or reproduce the same before any party or person except in accordance with the terms of this Agreement.

NOW THEREFORE the Parties agree as follows:

1. As used in this Agreement (hereinafter referred to as the "Agreement") the term "Confidential Information" shall mean any technical, confidential, proprietary or trade secret information or data disclosed by the Disclosing Party in connection with the _____ to the Receiving Party including without limitation any written or printed documents, specifications for the vessel, plans, general arrangement plans, production schedules, drawings, samples, models, information regarding business operations, financial information, marketing strategies, either in writing or orally or any means of disclosing such Confidential Information that the Disclosing Party may elect to use prior to the execution or during the validity of this Agreement. The Receiving Party agrees that all Confidential Information shall be treated as absolute confidential and the Receiving Party shall not disclose to any person such information otherwise than in terms of this Agreement. The Receiving Party will impose a similar duty of confidentiality on any person to whom the Receiving Party is permitted to transfer such information in accordance with the terms hereof.

For the purposes of this Agreement, the term "Receiving Party" shall mean and include its officers, employees, directors, agents, contractors, representatives, affiliated companies, successors and assigns.

2. Nothing in this Agreement may be construed as compelling the Disclosing Party to disclose any Confidential Information to the Receiving Party or to enter into any contractual relationships with the Receiving Party.

3. Any information or data in whatever form disclosed by the Disclosing Party to the Receiving Party and which (i) is clearly identified as Confidential Information by an appropriate and conspicuous marking or (ii) has been identified as Confidential Information at the time of disclosure shall be subject to the relevant terms and conditions of this Agreement. The Disclosing Party's decision whether any information disclosed by it under this Agreement is confidential or not shall be final and binding on the Receiving Party.

4. The Receiving Party hereby covenants that the Confidential Information received from the Disclosing Party shall:

(a) Be safely kept by the Receiving Party; the Receiving Party shall protect the Confidential Information with the same degree of care as the Receiving Party uses with its own confidential information in order to prevent its disclosure, copy and / or its use (but in no event less than reasonable care) for purposes other than the Proposal.

(b) Be only disclosed to, and used by, those employees or directors who have a need to know.

(c) Not be disclosed to a third party except those with a need to know provided they receive such information subject to the same restrictions as are contained in this Agreement.

(d) Be used by the Receiving Party directly or indirectly, solely for the purpose of considering, evaluating and effecting the tender/bid/contract.

5. The Receiving Party shall promptly upon requests by the Disclosing Party at any time return all copies of the Confidential Information communicated to it hereunder together with all copies and extracts made thereof and shall not retain any copies of the same, in any form whatsoever.
6. The Receiving Party shall have no obligations or restrictions with respect to:
(a) Information publicly known through no wrongful act of the Receiving Party.
(b) Information rightfully disclosed by a third party without breach of this Agreement by the Receiving Party and which can be communicated without restriction.
(c) Information which was already known or which was independently developed by the Receiving Party (provided that the Receiving Party can demonstrate the same).
(d) Information, the disclosure of which the Disclosing Party authorizes in writing.

7. Nothing in this Agreement shall be construed as granting to the Receiving Party any patent, copyright or design license, or rights of use under similar intellectual property rights in respect of the Confidential Information.
8. The Receiving Party shall not without prior written consent of the Disclosing Party:
(a) Disclose to any person, directly or indirectly:
i) The fact that the Confidential Information has been made available to the Receiving Party by the Disclosing Party or that the Receiving Party has inspected any portion of the Confidential Information; or
ii) The fact that any discussion or negotiation is taking place concerning the Proposal; or
iii) Any of the terms, conditions or other facts with respect to the Proposal, including the status thereof; or
(b) Make any private or public announcement or statement concerning or relating to the Proposal.
09. The Disclosing Party represents and warrants that save as otherwise notified in writing to the Receiving Party:
a) Disclosure of information by it to the Receiving Party does not infringe the rights of any third party nor is it under any restriction with regard to the disclosure of any information, and that where applicable, it has obtained all licenses and consents necessary to enable the lawful disclosure of information by it to the Recipient; and
b) It is not aware of any restriction on the use of such information by the Receiving Party, save as provided in this Agreement.
c) To the effect that the foregoing representations and warranties shall be deemed to be given at the date of this Agreement and after that date upon and in respect of each disclosure.
The Disclosing Party makes no warranty or representation whatsoever as to the accuracy, completeness, suitability or adequacy of any information or as to the results obtained from it and assumes no responsibility in respect of the use of the information by the Receiving Party.
10. The Receiving Party shall indemnify and hold harmless the Disclosing Party from and against any action, claim or proceeding and any loss, damage, costs, expenses or liabilities arising out of any such action, claim or proceeding, brought by any third party pursuant to any unauthorized disclosure or use of any information by the Receiving Party, or by any person for whom the Receiving Party is responsible under this Agreement, or pursuant to any breach of any undertaking, warranty or representation contained in this Agreement.
11. For the purposes of this Agreement 'Classified Information' shall mean information, documents and material of any kind which the respective Government I.e. Indian Government has given or caused to be given a security classification irrespective of whether the same is transmitted orally, electronically, in writing or by hand. Notwithstanding any other provision of this Agreement:
a) Each Party hereto undertakes to follow security procedures prescribed for military purposes with respect to disclosure, receipt, production, use and handling of Classified Information.
b) Any Classified Information, disclosed by one Party hereto shall be, whatever the method of disclosure be, identified by the Disclosing Party as Classified Information at the time of disclosure.
c) The provisions of this Clause are to remain in full force and effect notwithstanding any termination by expiration or otherwise of this Agreement.
12. In the event the Receiving Party is required to disclose Confidential Information under any provision of law or upon an action, subpoena or order of a court of competent jurisdiction or of any requirement of legal process regulation or governmental order, decree, regulation or rule, the Receiving Party will

immediately notify the Disclosing Party of its having received a request to so disclose (alongwith the terms and circumstances thereof), unless otherwise prohibited by law and consult with the Disclosing Party on action or steps to be taken in response to such request.

13. This Agreement represents the entirety of the agreement of the Parties relating to the disclosure of the Confidential Information and shall not be waived, amended or assigned by the Receiving Party except by prior written consent of the Disclosing Party. No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

14. This Agreement shall be valid for a period of _____ (_____) years from the date of its execution between the parties. Notwithstanding the aforesaid, the obligations of Parties in connection with confidentiality under this Agreement shall survive in perpetuity.

15. The foregoing constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes and cancels any prior representation, understanding and commitment (whether oral and written) made between the Parties with respect to or in connection with any of the matter of things to which this Agreement applies.

16. This Agreement shall be governed by and shall be interpreted in accordance with the laws of India.

17. Any dispute arising in connection with or out of the validity, performance or the interpretation of this Agreement shall be finally settled by the competent jurisdiction in Mumbai.

18. The Receiving Party acknowledges that any breach of the terms and conditions of this Agreement may cause the Disclosing Party irreparable damage for which recovery of money damages would be inadequate. Therefore, the Receiving Party agrees that the Disclosing Party shall be entitled, in addition to any other remedies available to it, to seek injunctive relief and/or other equitable relief to prevent or restrain any breach by the Receiving Party or its employees/officials, or otherwise to protect its rights, under this Agreement.

19. Unless otherwise provided herein, all notices or other communications under or in connection with this Agreement shall be given in writing and may be sent by personal delivery or post or courier or facsimile at the address as specified herein below:

To MDL	To _____
Address:	Address:
Phone No.:	Phone No.:
Fax:	Fax No.:
E-mail:	E-mail:

Any such notice or other communication will be deemed to be effective if sent by personal delivery, when delivered, if sent by post, 4 (four) days after being deposited in the post and if sent by courier, one day after being deposited with the courier, and if sent by facsimile, when sent (on receipt of a confirmation to the correct facsimile number).

IN WITNESS WHEREOF, this Agreement is executed by authorized representatives of both the Parties in two (2) originals.

Signed by the within named MDL	Signed by the within named _____
_____	_____
In the presence of	In the presence of

Note: The above Agreement is to be drawn up by the contractor on non-judicial stamped paper of value Rs.100/-, if it executed in Maharashtra. However, for other places stamp duty is to be levied as per Stamp Act of respective States.

Annexure-G

Add. Service Level Agreement (SLA) Acceptance format

To,
Mazagon Dock Shipbuilders Limited, Outsourcing Department.

Add. SLA CLAUSE No.	BIDDER'S REMARK	Add. SLA CLAUSE No.	BIDDER'S REMARK
	ACC. / DEV.		ACC. / DEV.
1		2	
3		4	
5		6	
7		8	
9		10	
11		12	
13		14	
15		16	
17		18	
19		20	
21		22	
23		24	
25		26	
27		28	
29		30	
31		32	
33		34	
35		36	
37		38	
39		40	
41		42	
43		44	
45		46	
47		48	
49			

COMPANY'S NAME & ADDRESS:
_____
_____
_____

SIGNATURE:
DATE:
NAME:
DESIGNATION:
BIDDER'S COMPANY SEAL:

NOTE:

a. Bidders should carefully read the Terms & Conditions of the Standard Bidding Document (SBD) prior to filling up this acceptance format.
b. This format should be properly filled, signed and bidder shall upload the scanned copy of the same online.
c. Bidder(s) should indicate "ACC" for Accepted, "DEV" for Deviation Taken for each clause number in the above table.
d. Bidder(s) to attach Separate Sheet indicating all relevant details such as Number & description of the Clause, Reasons for Deviation and Alternative suggested for any deviations taken by them.
e. Clause numbers shown in the above format also includes the sub-clauses under these clauses.

Annexure-H

General Conditions of Contract (GCC) for Goods and Services

The word 'Purchaser' refers to MAZAGON DOCK SHIPBUILDERS LIMITED, (MDL), a Company registered under the Indian Companies Act, 1913 and it includes its successors or assignees.
The word 'Bidder' (including the term 'tenderer', 'consultant' 'vendor' or 'service provider' in certain contexts) means any legal entity such as firm(s) of Proprietorship / Partnership Firm / Limited Liability Partnership / Private Limited / Limited company / Society registered under Society's Act / Statutory Bodies/ Consortium/ Joint Venture etc. participating in a procurement process.
The word 'Owner' means the person or authority with whom Mazagon Dock Shipbuilders Limited (Purchaser) has contracted to carry out work in relation to which orders are placed by the Purchaser on the Bidder/Supplier/Contractor under this contract for supply or manufacture of certain items and would include Department of Defence Production, Ministry of Defence, Government of India, the Indian Navy, the Coast Guard and any other specified authority.

1. **Tenets of Interpretation** (Applicable for Goods and Services):
Unless where the context requires otherwise, throughout the contract:
(i) The heading of these conditions shall not affect the interpretation or construction thereof.
(ii) Writing or written includes matter either whole or in part, in digital communications, manuscript, typewritten, lithographed, cyclostyled, photographed, or printed under or over signature or seal or digitally acceptable authentication, as the case may be.
(iii) Words in the singular include the plural and vice-versa.
(iv) Words importing the masculine gender shall be taken to include other genders, and words importing persons shall include any company or association or body of individuals, whether incorporated or not.
(v) Terms and expression not herein defined shall have the meanings assigned to them in the contract Act, 1872 (as amended) or the Sale of Goods Act, 1930 (as amended) or the General Clauses Act, 1897 (as amended) or of INCOTERMS, (current edition published by the International Chamber of Commerce, Paris) as the case may be.
(vi) Any reference to 'Goods' shall be deemed to include the incidental Works/ Services also.
(vii) Any generic reference to GCC shall also imply a reference to TEF as well.
(viii) In case of conflict, provisions of TEF shall prevail over those in GCC.
(ix) Any reference to 'Contract' shall be deemed to include all other documents (inter-alia GCC, TEF).
(x) Any reference to any legal Act, Government Policies or orders shall be deemed to include all amendments to such instruments, from time to time, till date.
(xi) Fall Clause shall be expressly applicable in the case of Rate Contract.

2. **Language of Contract** (Applicable for Goods and Services):
Unless otherwise stipulated in TEF, the contract shall be written in the Official Language or English. All correspondence and other contract documents, which the parties exchange, shall also be written/ translated accordingly in that language. For purposes of interpretation of the contract, the English documents/ translation shall prevail.

3. **Governing Laws and Jurisdiction** (Applicable for Goods and Services):
3.1 **Governing Laws and Jurisdiction**:
(i) This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Laws of India for the time being in force.
(ii) Irrespective of the place of delivery, or the place of performance or the place of payments under the contract, the contract shall be deemed to have been made at the place from which the Purchase Order/Contract/Letter of Intent has been issued. The courts of such a place shall alone have jurisdiction to decide any dispute arising out or in respect of the contract.
3.2 **Changes in Laws and Regulations**
Unless otherwise stipulated in the contract, if after the last deadline for the bid submission (Techno-commercial), any law, regulation, ordinance, order or bye-law having the force of law is enacted, promulgated, abrogated, or changed in India (which shall be deemed to include any change in

interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/ or the contract Price, then such Delivery Date and/ or Contract Price shall be correspondingly increased or decreased, to the extent that the contractor has thereby been affected in the performance of any of its obligations under the contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable.

4. **Confidentiality, Secrecy and IPR Rights** (Applicable for Goods and Services):
   (i) **IPR Rights:** All deliverables, outputs, plans, drawings, specifications, designs, reports, and other documents and software submitted by the contractor under this Contract shall become and remain the property of MDL and subject to laws of copyright and must not be shared with third parties or reproduced, whether in whole or part, without MDL's prior written consent. The contractor shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to MDL, together with a detailed inventory thereof. The contractor may retain a copy of such documents and software but shall not use it for any commercial purpose.
   (ii) **Confidentiality:** All documents, drawings, samples, data, associated correspondence or other information furnished by or on behalf of MDL to the contractor, in connection with the contract, whether such information has been furnished before, during or following completion or termination of the contract, are confidential and shall remain the property of MDL and shall not, without the prior written consent of MDL neither be divulged by the contractor to any third party, nor be used by him for any purpose other than the design, procurement, or other services and work required for the performance of this Contract. If advised by MDL, all copies of all such information in original shall be returned on completion of the contractor's performance and obligations under this contract.
   (iii) **Secrecy**: If the Contract declares the subject matter of this Contract as coming under the Official Secrets Act, 1923 or if the contract is marked as "Secret", the contractor shall take all reasonable steps necessary to ensure that all persons employed in any connection with the contract, have acknowledged their responsibilities and penalties for violations under the Official Secrets Act and any regulations framed thereunder.
   (iv) **Obligations of the contractor:**
      a) Without MDL's prior written consent, the contractor shall not use the information mentioned above except for the sole purpose of performing this contract.
      b) The contractor shall treat and mark all information as confidential (or Secret – as the case may) and shall not, without the written consent of MDL, divulge to any person other than the person(s) employed by the contractor in the performance of the contract. Further, any such disclosure to any such employed person shall be made in confidence and only so far as necessary for such performance for this contract.
      c) Notwithstanding the above, the contractor may furnish to its holding company or its Subcontractor(s) such documents, data, and other information it receives from MDL to the extent required for performing the contract. In this event, the contractor shall obtain from such holding company/ Subcontractor(s) an undertaking of confidentiality (or secrecy – as the case may be) similar to that imposed on the contractor under the above clauses.
      d) The obligation of the contractor under sub-clauses above, however, shall not apply to information that:
      (i) the contractor needs to share with the institution(s) participating in the financing of the contract;
      (ii) now or hereafter is or enters the public domain through no fault of Contractor;
      (iii) can be proven to have been possessed by the contractor at the time of disclosure and which was not previously obtained, directly or indirectly, from MDL; or
      (iv) otherwise lawfully becomes available to the contractor from a third party that has no obligation of confidentiality.
      e) The above provisions shall not in any way modify any undertaking of confidentiality (or Secrecy – as the case may be) given by the contractor before the date of the contract in respect of the contract/ the Tender Document or any part thereof.
      f) The provisions of this clause shall survive completion or termination for whatever reason of the contract.

5. **Permits, Approvals and Licenses** (Applicable for Goods and Services):
Whenever the supply of Goods and incidental Works/ Services requires that the contractor obtain permits, approvals, and licenses from local public authorities, it shall be the contractor's sole responsibility to obtain these and keep these current and valid. Such requirements may include but not be restricted to export licence or environmental clearance if required. If requested by the contractor, MDL shall make its best effort to assist the contractor in complying with such requirements in a timely and expeditious manner, without any dilution of the Contractor's responsibility in this regard.

6. **Transfer of Title of Goods** (Applicable for Goods)**:**
(i) Unless otherwise stated in the contract, notwithstanding any inspection and approval by the Inspecting Officer on the contractor's premises, or any payments made to the contractor, property in the Goods (and resultant rights and liabilities) shall not pass on to MDL until the Goods have been received, inspected, and accepted by the consignee. The Goods and every constituent part thereof, whether in the possession or control of the contractor, his agents or servants or a carrier, or the joint possession of the contractor, his agents or servants and MDL, his agents, or servants, shall remain in every respect at the risk of the contractor, until their actual delivery to a person stipulated in the contract as the interim consignee for dispatch to the consignee. The Contractor shall be responsible for all loss, destruction, damage, or deterioration of or to the Goods from any cause whatsoever while the Goods after approval by the Inspecting Officer are awaiting dispatch or delivery or are in the course of transit from the contractor to the consignee or, as the case may be, interim consignee. The Contractor shall alone be entitled and responsible for making claims against any carrier in respect of non-delivery, short delivery, miss-delivery, loss, destruction, damage, or deterioration of the Goods entrusted to such carrier by the contractor for transmission to the consignee or the interim consignee as the case may be.
(ii) Provided that where, under the terms of the contract, the Goods are required to be delivered to an interim consignee for dispatch to the consignee, the Goods shall be at MDL's risk after their delivery to the interim consignee.

7. **Extension of Delivery Period** (Applicable for Goods)**:**
(i) If at any time during the currency of the contract, the contractor encounters conditions hindering timely delivery of the Goods and performance of incidental Works/ Services, he shall promptly inform MDL in writing about the same and its likely duration. He must make a request to MDL for an extension of the delivery schedule. On receiving the contractor's communication, MDL shall examine the situation and, at its discretion, may agree to extend the delivery schedule, with or without liquidated damages and with and without denial clause by issuing an amendment to the contract.
(ii) **Conditions for Extension of Delivery Period:** When the period of delivery is extended due to unexcused delay by the contractor, the amendment extending the delivery period shall, inter alia, be subject to the following conditions:
a. **Liquidated Damages:** MDL shall recover from the contractor, under the provisions of this clause, liquidated damages on the Goods and incidental Works/ Services, which the contractor has failed to deliver within the delivery period stipulated in the contract.
b. **Denial Clause:**
(i) No increases in price on account of any statutory increase in or fresh Imposition of GST, customs duty or on account of any other taxes/ duty/ cess/ levy), leviable in respect of the Goods and incidental Works/ Services stipulated in the said contract which takes place after the original delivery date, shall be admissible on such of the said Goods, as are delivered after the said date; and
(ii) Notwithstanding any stipulation in the contract for an increase in price on any other ground, including price variation clause or foreign exchange rate variation, or any other variation clause, no such increase after the original delivery date shall be admissible on such goods delivered after the said date.

(iii) Nevertheless, MDL shall be entitled to the benefit of any decrease in price on account of reduction in or remission of GST, customs duty or on account of any other Tax or duty or any other ground as stipulated in the price variation clause or foreign exchange rate variation or any other variation clause which takes place after the expiry of the original delivery date.

(iii) **Liquidated damages**

If the contractor fails to deliver any or all of the Goods or fails to perform the incidental Works/ Services (e.g. installation, commissioning or operator training) within the time frame(s) incorporated in the contract, MDL shall, without prejudice to other rights and remedies available to MDL under the contract, deduct from the contract price, as agreed liquidated damages, but not as a penalty, a sum equivalent to the 0.5 % percent (excluding taxes) of the delivered price of the delayed Goods and/ or incidental Works/ Services for each week of delay or part thereof until actual delivery or performance, subject to a maximum deduction of the 5% of the delayed Goods' or incidental Works/ Services' contract price(s). Besides liquidated damages during such a delay, the denial clause shall also apply. Any failure or delay by any sub-contractor, though their employment may have been sanctioned shall not be admitted as aground for any extension of time or for exempting the contractor from liability for any such loss or damage as aforesaid.

8. Defaults, Breaches & Termination of Contract (Applicable for Goods and Services)**:**

(i) Termination due to Breach, Default, and Insolvency

a. **Defaults and Breach of Contract:** In case the contractor undergoes insolvency or receivership; neglects or defaults, or expresses inability or disinclination to honour his obligations relating to the performance of the contract or ethical standards or any other obligation that substantively affects MDL's rights and benefits under the contract, it shall be treated as a breach of Contract. Such defaults could include inter-alia:

(i) **Default in Performance and Obligations:** If the contractor fails to deliver any or all of the Goods or fails to perform any other contractual obligations (including Code of Integrity or obligation to maintain eligibility and Qualifications based on which contract was awarded) within the period stipulated in the contract or within any extension thereof granted by MDL.

(ii) **Insolvency:** If the contractor being an individual or if a firm, any partner thereof, shall at any time, be adjudged insolvent or shall have a receiving order or order for the administration of his estate made against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or enter into any assignment or composition with his creditors or suspend payment or if the firm be dissolved under the Partnership Act, or

(iii) **Liquidation:** if the contractor is a company being wound up voluntarily or by order of a Court or a Receiver, Liquidator or Manager on behalf of the Debenture-holders is appointed, or circumstances shall have arisen which entitle the Court or Debenture-holders to appoint a Receiver, Liquidator or Manager.

b. **Notice for Default:** As soon as a breach of contract is noticed, a show-cause 'Notice of Default' shall be issued to the contractor, giving two weeks' notice, reserving the right to invoke contractual remedies. After such a show-cause notice, all payments to the contractor would be temporarily withheld to safeguard needed recoveries that may become due on invoking contractual remedies.

c. **Terminations for Default:**

(i) <u>Notice for Termination for Default:</u> In the event of unsatisfactory resolution of 'Notice of Default' within two weeks of its issue as per sub-clause above, MDL if so decided, shall by written Notice of Termination for Default sent to the contractor, terminate the contract in whole or in part, without compensation to the contractor.

(ii) Such termination shall not prejudice or affect the rights and remedies, including under sub-clause below, which have accrued and/ or shall accrue to MDL after that.

(iii) Unless otherwise instructed by MDL, the contractor shall continue to perform the contract to the extent not terminated. All warranty obligations, if any, shall continue to survive despite the termination.

d. **Contractual Remedies for Breaches/Defaults or Termination for Default:** If there is an unsatisfactory resolution within this period, MDL shall take one; or more of the following contractual remedies.

(i) Temporary withhold payments due to the contractor till recoveries due to invocation of other contractual remedies are complete.

(ii) Call back any loaned property or advances of payment, if any, with the levy of interest at the prevailing rate (MIBID - Mumbai Interbank Bid Rate).

(iii) Recover liquidated damages and invoke denial clause for delays.

(iv) Encash and/ or Forfeit performance or other contractual securities.

(v) Prefer claims against insurances, if any.

(vi) Terminate contract for default, fully or partially including its right for Risk-and-Cost Procurement as per following sub-clause.

(vii) **Risk and Cost Procurement:** In addition to termination for default, MDL shall be entitled, and it shall be lawful on his part, to procure Goods same to those terminated, with such terms and conditions and in such manner as it deems fit at the "Risk and Cost" of the contractor. Such 'Risk and Cost Procurement' must be contracted within one year from the breach of Contract. The Contractor shall be liable for any loss which MDL may sustain on that account provided the procurement, or, if there is an agreement to procure, such agreement is made. The Contractor shall not be entitled to any gain on such procurement, and the manner and method of such procurement shall be in the entire discretion of MDL. It shall not be necessary for MDL to notify the contractor of such procurement. It shall, however, be at the discretion of MDL to collect or not the security deposit from the firm/ firms on whom the contract is placed at the risk and cost of the defaulted firm.

Note: Regarding the Goods which are not readily available in the market and where procurement difficulties are experienced, the period for making risk procurement shall be nine months instead of six months provided above.

(viii) Initiate proceedings in a court of law for the transgression of the law, tort, and loss, not addressable by the above means.

9. Closure of Contract (Applicable for Goods and Services)**:**

The contract shall stand closed upon successful performance of all obligations by the firm, including completion of warrantee obligations and final payment. If no claim is received within 03 years from last supplies/services, then no claim shall be entertained thereafter.

10. **Communication and language for documentation** (Applicable for Goods and Services)

Any letter, facsimile message, e-mail intimation or notice sent to the Bidder/Supplier/ Contractor 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 purchaser, Language for communication and all documentation shall be same, which the Purchaser has used, in the tender enquiry.

11. **Preservation and maintenance**: (Applicable for Goods)

Should any material require any preservation till its final installation/fitment, the detailed procedure (Long term and short term) for the same as also the time of interval after which the state of preservation needs to be reviewed is to be stated by the Bidder/Supplier/Contractor.

Further the de-preservation prior to the material/equipment being commissioned and the maintenance procedure together with its periodicity is also to be indicated by the Bidder / Supplier / Contractor.

12. **Freight and insurance**. (Applicable for Goods)

For Indigenous Bidders. Bidder shall quote for 'Door Delivery to Purchaser,' all charges towards door delivery viz. transport, Insurance charges etc. shall be borne by the Bidder / Supplier / Contractor.

For Foreign Bidders: ~~For overseas bidders, bidder shall agree for supplying the goods on CIF/CIP, Incoterm basis. The Bidder / Supplier / Contractor shall immediately on despatch of the items, inform all relevant details of despatch such as Order Number, Bill of Lading/AWB Number~~

~~marked as Freight Paid, Insurance policy/document, number of packages, value of consignment, invoice number etc. as per contractual terms.~~

13. **Demurrage (Applicable for Goods):** Storage, and Demurrage, fines etc. charges will be payable by the Bidder / Supplier / Contractor for all shipments in case of improper documentation, wrong declarations, error in weight measurements, packing list, invoice, late receipt of documents etc. i.e. for reasons which are not attributable to the purchaser.

14. **Cancellation of tender** (Applicable for Goods and Services)
The Purchaser reserves the right to cancel/withdraw the tender in toto or part and or award the contract / order in full or part 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.

15. **Purchaser's property**. (Applicable for Goods and Services)
All property (such as materials, drawings, documents etc.) issued by the Purchaser or any other individual or firm on behalf of the Purchaser in connection with the contract shall remain confidential, being the property of the Purchaser and the Bidder/Supplier/Contractor shall undertake to return all such property so issued and will be responsible for any or all loss thereof and damage thereto resulting from whatever causes and shall reimburse the Purchaser the full amount of loss and damage.
On completion of work in any compartment / location of the purchaser's premises, the Bidder/Supplier/Contractor must ensure that the place is left in a reasonably clean state and all scrap is transferred to nearby scrap-bins.

16. **REJECTION OF MATERIALS (Applicable for Goods)**
If the Goods, or any portion thereof of the equipment found defective / rejected, the Supplier / Contractor shall collect the same from MDL's Stores, all incidental charges being borne by him (inclusive of Custom duty, if payable), within 30 days from the date of intimation to the Supplier / Contractor of such rejection. If not collected within 30 days, MDL shall recover storage charges @ 1 % per month maximum up to 5% of cost of rejected items. MDL reserves the right to dispose off the rejected items at the end of a total period of six months in any manner to the best advantage to MDL and recover consequential damages maximum up to order value.

17. **Recovery-adjustment provisions**: (Applicable for Goods and Services)
Payment made under one order shall not be assigned or adjusted to any other order except to the extent agreed upon in writing by the Purchaser. During the currency of the contract, if any sum of money is payable by the Bidder / Supplier / Contractor the same shall be deducted from any sum then due or thereafter may become due to the Bidder / Supplier / Contractor under the contract or any other contract with the Purchaser.

18. **Indemnification** (Applicable for Goods and Services):
The Bidder / Supplier / Contractor, his employees, licences, agents or Sub-Supplier / Sub-contractor, while on site of the Purchaser for the purpose of this contract, indemnifies the Purchaser against direct damage and/or injury to the property and/or the person of the Purchaser or that of Purchaser's employees, agents, Sub-Contractors / Suppliers occurring and to the extent caused by the negligence of the Bidder / Supplier / Contractor, his employees, licensees, agents or Sub-contractor by making good such damages to the property, or compensating personal injury and the total liability for such damages or injury shall be as mutually discussed and agreed to.

19. **Transfer of suppliers / contractor's rights**: (Applicable for Goods and Services)
The Bidder / Supplier / Contractor shall not either wholly or partly sell, transfer, assign or otherwise dispose of the rights, liabilities and obligations under the contract between him and the Purchaser without prior consent of the Purchaser in writing.

20. **Subcontract and right of purchaser** (Applicable for Goods and Services)

The Bidder / Supplier / Contractor under no circumstances undertake or subcontract any work / contract from or to any other Sub-contractor without prior written approval of the Competent Authority of Purchaser. In the event it is found that such practice has been indulged in, the contract is liable to be terminated without notice and the Bidder / Supplier / Contractor is debarred all from future tender enquiries / work orders. However, in no circumstances a contractor is permitted to subcontract any part of the contract to the bidders who had quoted for the concerned tender.

21. **Patent rights** (Applicable for Goods and Services)
The Bidder / Supplier / Contractor shall hold harmless and keep the Purchaser indemnified against all claims arising as a result of infringement of any patent / copy rights on account of manufacture, sale or use of articles covered by the order.

22. **Agents/Agency Commission** :(Applicable for Goods and Services)
The seller confirms and declares to the buyer that the seller is the original manufacturer or authorized distributor/stockiest of original manufacturer of the goods referred to in this contract and has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommended to the Buyer or any of its functionaries, whether officially or unofficially , to the award of the Contract / Purchase order to the Seller; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation.
The Seller agrees that if it is established at any time to the satisfaction of the Buyer that the present declaration is in any way incorrect or if at a later stage it is discovered by the Buyer that the Seller has engaged any such individual/firm, and paid or intended to pay any amount, gift, reward , fees, commission or consideration to such person, party, firm or institution , whether before or after the signing of this Contract / Purchase order, the Seller will be liable to refund that amount to the Buyer. The seller will also be debarred from participation in any RFQ/Tender for new projects/program with Buyer for a minimum period of five years.
The buyer will also have a right to consider cancellation of the Contract either wholly or in part, without any entitlement or compensation to the Seller who shall in such event be liable to refund all payments made by the buyer in terms of the Contract along with interest at the rate of 2% per annum or 6% whichever is higher above LIBOR (London Inter Bank Offer Rate) (for foreign vendors) and base rate of SBI plus 2% (for Indian Vendors).
The Buyer will also have the right to recover any such amount from any contracts concluded earlier with Buyer.

23. **Use of undue influence / corrupt practices** :(Applicable for Goods and Services)
The Bidder / Supplier / Contractor undertakes that he has not used corrupt practices or used any undue influence which is not admissible as per Indian law to obtain contract/order or in doing any business with the purchaser.
If found that Bidder / Supplier / Contractor is involved in such wrong practices, then Purchaser is entitled to cancel the contract/s and all or any other contracts and then to recover from the Bidder / Supplier / Contractor the amounts of any loss arising from such contracts' cancellation, including but not limited to imposition of penal damages, forfeiture of Performance security, encashment of the Bank Guarantee and refund of the amounts paid by the Purchaser.

24. **Immunity of Government of India clause**: (Applicable for Goods and Services)
It is expressly understood and agreed by and between M/s. (Bidder / Supplier / Contractor) and Mazagon Dock Shipbuilders Limited, Dockyard Road, Mumbai - 400 010 (MDL) is entering into this Agreement 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 of Laws of India and general principles of Contract Law. The (Bidder / Supplier / Contractor) 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 / Supplier / Contractor) 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.

25. **Export licence** (Applicable for Goods and Services): The export licenses that may be required for delivery of the various items/equipment to MDL shall be arranged by the Bidder / Supplier / Contractor from the concerned authorities in their country without any time and cost implications on the Purchaser.

26. **Banned or de-listed contractors / suppliers**. (Applicable for Goods and Services)
The Bidder / Supplier / Contractor declares that they being Proprietors / Directors / Partners have not been any time individually or collectively blacklisted or banned or de-listed by any Government or quasi Government agencies or PSUs. If a bidder's entities as stated above have been blacklisted or banned or de-listed by any Government or quasi Government agencies or PSUs, this fact must be clearly stated and it may not necessarily be a cause for disqualifying him.

27. **Duty of personnel of supplier/contractor** (Applicable for Goods and Services)
MDL being a Defence Public Sector Undertaking, Bidder / Supplier / Contractor undertakes that their personnel deployed in connection with the entrusted work will not indulge in any activities other than the duties assigned to them.

28. **Dispute resolution mechanism and arbitration** (Applicable for Goods and Services)
(a) Dispute resolution mechanism(DRM)
i) Any dispute/differences between the parties arising out of and in connection with the contract shall be settled amicably by mutual negotiations at HoS/HoD level.
ii) In case of non-settlement by (i) above, if at any time, before, during or after the contract period any unsettled claim, dispute or difference arose between the parties, upon or in relation to or in connection with or in any way touching or concerning this tender/agreement/order/contract, the same shall be referred to the concerned Functional Director.
The Functional Director shall then nominate an Executive of the rank of General Manager whom he thinks fit and competent or a Committee of Executives who/which shall then scrutinize the claims/disputes that have been referred to the concerned functional Director and make efforts for amicable settlements by mutual discussions/negotiations.
iii) In case no amicable settlement is arrived by (ii) above within a period of three months, then the contractor shall approach Public Grievance Cell and address the disputes as per the provisions made under the relevant clause of the contract.
iv) In case the issues/disputes do not get settled within a period of six months from the date of submission of the dispute to the Grievance Cell, then the contractor may invoke Arbitration Clause of the contract.
(b) Arbitration (Applicable for Goods and Services)
Unresolved disputes/differences, if any, shall then be settled by arbitration. The Arbitration proceedings shall be conducted at Mumbai, India, in English Language, under the Arbitration and Conciliation Act, 1996.
MDL prefers to have arbitration through Institutes such as Indian Council of Arbitration (ICA)/ICA-DR, with the mutual consent of the parties.
In case of unresolved difference/dispute between the Purchaser and Supplier, being Central Public Sector Enterprises/Central Govt. departments, the disputes shall be resolved firstly through mutual discussion or through the empowered agencies of the Govt. or through arbitration by reference by either party to the department of Public Enterprises, as per extant guidelines. If disputes/differences remain unresolved/unexecuted, the same shall be referred first to the Cabinet Secretariat and then, if necessary to the PMO.
Any changes to arbitration clause must be vetted by HOD (Legal) before incorporation in contract/PO.

29. **Jurisdiction of courts** (Applicable for Goods and Services)
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.

30. **Contract labor (regulation and abolition) act 1970**(Applicable for Services)
Contractor / Bidder shall obtain licence under Section 12 and 13 of the Contract Labor (Regulation and Abolition) Act, 1970 and rules made there under and the same should be kept valid at least until the expiry of contract with Purchaser. The registration and Licence under the Contract Labor (Regulation and Abolition) Act 1970 shall be renewed in time every year and if work continues for more than a year, a copy of the Licence is produced as and when demanded by the concerned authorities of Purchaser.
The Contractor / Bidder shall carryout his obligations and duties under the Contract Labour (Regulation and Abolition) Act, 1970 and the rules framed there under.
In the event any employee/s of Contractor / Bidder is advised by the concerned Department to deploy their employees for job during weekly-off, Sundays and holidays, the Contractor / Bidder must inform through Concerned Department the name/s of the employee/s in the prescribed format to CISF / Security and to the concerned Divisional Personnel by mentioning specifically 'Compensatory - Off', before 3 days from the date actual payment.

31. **Minimum wages act** (Applicable for Services)
The Contractor / Bidder shall pay to his employees not less than the minimum wages and allowances applicable to the Engineering Industry as notified from time to time by the Central Government or the State Government whichever is higher under the Minimum Wages Act. Contractor / Bidder shall be responsible for timely payment of wages of all his employees engaged in the Purchaser's Yard, not less than the prescribed minimum wages in each case and without any deductions of any kind, except as specified by Government or permissible under the Payment of Wages Act.
The Contractor / Bidder must settle all the pending dues of the employees i.e. arrears of wages, proportionate leave wages, proportionate bonus payment, etc.
Before winding up the site, the Contractor / Bidder shall pay all terminal dues to his employees such as Notice pay, Gratuity, Retrenchment compensation, etc.

32. **Bonus Act** (Applicable for Services)
The Contractor / Bidder shall pay to his eligible employees a Statutory Bonus as per 'Payment of Bonus Act' at the rate prescribed by the Statutory Authorities from time to time.

33. **Factories Act** (Applicable for Services)
The Contractor / Bidder shall observe all applicable Rules and Regulations stipulated under Factories Act applicable to contract labour.
The Contractor / Bidder shall maintain a separate register prescribed under the Act and pay Privilege Leave wages to all eligible employees.
On completion of execution of the contract and before winding up, the Contractor / Bidder shall pay proportionate Privilege Leave wages to all eligible employees.

34. **Employees' Provident Funds and Miscellaneous Provisions Act, 1952** (Applicable for Services)
The Contractor / Bidder, where applicable, shall cover his employees deployed in the Purchaser's Yard
    i. under the Employees' Provident Funds and Miscellaneous Act, 1952,
    ii. under the Family Pension Scheme, and
    iii. under the Employees' Deposit Linked Insurance Scheme and pay the contributions both in respect of his employees and his own. He shall submit all the necessary returns and other particulars periodically as prescribed under the said Act. Contractor / Bidder shall cover from the first day working all his contract labour on MDL jobs by filling requisite returns to concerned Statutory authorities and obtaining Code Numbers / Account Numbers. Contractor / Bidder shall remit employees' and employers' contributions directly to the concerned authorities along with Inspection

and Administrative Charges as per relevant provisions of the concerned Acts and Schemes made there under within 15 days from the close of every month. The Contractor / Bidder must submit copies of P. F. dues payment challans, copy of Form No. 12 (A), copy of form No. 6 (A) (Annually) and copies of Muster Roll of their workmen every month to Corporate Personnel Department before renewal of passes for entry into the yard. The Contractor / Bidder must also attend to P. F. Inspections by concerned authorities and submit copy of the Inspection Report.

The Contractor / Bidder through his own P. F. code number shall fill in P. F. / Pension settlement forms of all the employees engaged in Purchaser's Yard, well in advance of last working day and forwards the said settlement forms to the respective P. F. Commissioner's office for settlement. Contractors who are yet to obtain PF code shall apply for Code no s to PF Commissioners Office and furnish copies of the same to Corporate Personnel Department. Purchaser shall recover PF dues from the contractors running bills till such time the PF Code no is obtained.

The Contractor / Bidder may contact Corporate Personnel Department for the purpose to seek any / all clarification / necessary advice for completion of procedural work such as filling labor challans, E. S. I., P. F. - declaration forms, covering their labor under Group Insurance Policy, etc. An Administrative charge @ Rs. 10/- per employee per month for such consultancy will be recovered from all the contractors from the bills of the respective contracts

35. **Employees' State Insurance Act** (Applicable for Services)

The Contractor / Bidder should also cover all the eligible contract laborers working on MDL jobs, under the Employees' State Insurance Act and Scheme by furnishing necessary returns to appropriate authority and pay both employees' and employers' contributions in respect of these employees to the concerned authorities within 20 days from the close of every month. The contractor shall produce copy of R. D. F. duly acknowledged by ESI local office for confirmation that the workmen are covered under ESI Act and Scheme.

Contractor / Bidder should produce proof of such remittances to Corporate Personnel Department of MDL along with full details of contributions etc. within 25 days from the close of month. He shall also give an undertaking that he will not engage any one on our work who is not duly covered under the said Act and Scheme. The contract employees who are out of coverage of ESI Act and Scheme should be covered under Group Insurance Policy linked with workman compensation Act. Those Bidders / contractors do not have their ESI Code No.; they should submit documentary evidence of application for obtaining ESI Code no to Corporate Personnel Department.

36. **Safety**:(Applicable for Goods & Services)

The Contractor / Bidder must observe all safety precautions in connection with the work to be performed by him, his agents or laborers. In the event of any accident happening in our yard resulting in loss of lives or otherwise damaging any part of the property, the contractor shall be required to make good the loss to the Company and shall be responsible for all consequences that follow from the loss and / or injuries to the persons involved in such accidents. The standard of safety to be observed in the Company shall be decided by the Executive-in-Charge Safety, or any Executive appointed for the purpose before the commencement of work in the yard. It will be essential for contractor to ascertain the standard precautions which contractor is required to observe in discharging his work as per the standards prevalent in MDL. The decision of MDL in matters concerning Safety shall be final and binding on the contractor.

The Contractor / Bidder shall be required to provide his workmen with Boiler Suits of any suitable color other than blue or white, with the Name of the Contractor in prominent letters on the boiler suits along with personal protection gears like safety shoes, hand gloves etc. workmen of the Contractor / Bidder must wear throughout their working while in the premises of MDL. Contractor's workmen working without safety gears are to be disallowed for work.

37. **Police verification of employees** (Applicable for Services)

Contractor / Bidder shall have to produce and submit to the Chief Security Executive of Purchaser, verification through Mumbai Police of Character and Antecedents of their employees / workers for while working on ships under construction in Purchaser's Yards, for working onboard ships under modernization / refit / repairs at Mumbai ports / Naval Dockyard. Entry passes will not be issued in the absence of Police Verification Report and employees without Police Verification shall not be

employed by them in Purchaser's Yard / Mumbai ports / Naval Dockyard and any lapse on the part of Contractor / Bidder shall be viewed seriously as per applicable laws of the land. Employment of any Foreign National during the contract period would be permitted with prior permission of Purchaser.

38. Force Majeure. (Applicable for Goods and Services)

If at any time during the execution of the goods / service order, the performance in whole or in part by either Purchaser or and by the Bidder(s) / Supplier(s) / Contractor(s) is / are delayed by any reason of force majeure situations such as acts of civil war, civil commotion, sabotage, hostilities, war, fires, explosions, epidemics, natural calamities like floods, earthquakes, volcanoes, storms, acts of God and laws of respective governments or any other causes beyond the control of either parties, hereinafter referred to as "events", provided notice of the occurrence of such event/s is / are communicated by either party, to the other party within 21 days from the date of occurrence thereof, neither party shall by reason such events be entitled to terminate the contract nor shall either party have any claim for damages against the other in respect of such non-performance and or delay in performance of the contract / order. Executions on either side shall be resumed as soon as practicable after such event has come to an end or ceased to exist and the decision of Purchaser as to whether activities can resume or not, shall be conclusive and final. Occurrence of the events to be certified by Chamber of Commerce / Indian High Commission or Embassies / Government in that Country.

The performance in whole or in part under the captioned tender / contract is prevented or delayed by reason of any such event for a period exceeding sixty days either party may at its option terminate the contract / further processing of the tender. The relative obligations of both the parties remain suspended during the actual period of force majeure.

The Purchaser may extend the delivery schedule as mutually agreed, on receipt of written communication from the Bidder / Supplier / Contractor regarding occurrence of 'Force Majeure' conditions, but not exceeding six months from the scheduled delivery date. If the 'Force Majeure' conditions extend beyond this period, the Purchaser shall have the right to cancel the order without any financial implication to the Purchaser or on terms mutually agreed to.

39. Code of Integrity in Public Procurement

Procuring authorities (including indenter) as well as bidders, suppliers, contractors and consultants should observe the highest standard of ethics and should not indulge in the following prohibited practices, either directly or indirectly, at any stage during the procurement process or during execution of resultant contracts:

39.1 Corrupt practice

Making offers, solicitation or acceptance of bribe, rewards or gifts or any material benefit, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process or contract execution.

39.2 Fraudulent practice

Any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. This includes making false declaration or providing false information for participation in a tender process or to secure a contract or in execution of the contract.

39.3 Anti-competitive practice

Any collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of The Competition Act, 2002, between two or more bidders, with or without the knowledge of MDL, that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, non-competitive levels.

39.4 Coercive practice

Harming or threatening to harm, persons or their property to influence their participation in the procurement process or affect the execution of a contract

39.5 Conflict of interest

Participation by a bidding firm or any of its affiliates that are either involved in the consultancy contract to which this procurement is linked; or if they are part of more than one bid in the procurement; or if the bidding firm or their personnel have relationships or financial or business transactions with any official of MDL who are directly or indirectly related to tender or execution process of contract; or improper use of information obtained by the (prospective) bidder from MDL with an intent to gain unfair advantage in the procurement process or for personal gain.

39.6 Obstructive practice

Materially impede MDL's investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding MDL's rights of audit or access to information

Annexure-H

GCC (GENERAL CONDITIONS OF CONTRACT) ACCEPTANCE FORMAT:

To,
MAZAGON DOCK SHIPBUILDERS LIMITED
OUTSOURCING DEPARTMENT.

GCC CLAUSE No.	BIDDER'S REMARK	GCC CLAUSE No.	BIDDER'S REMARK
	ACC. / DEV.		ACC. / DEV.
1		2	
3		4	
5		6	
7		8	
9		10	
11		12	
13		14	
15		16	
17		18	
19		20	
21		22	
23		24	
25		26	
27		28	
29		30	
31		32	
33		34	
35		36	
37		38	
39			

COMPANY'S NAME & ADDRESS:
_____
_____
_____

SIGNATURE:
DATE:
NAME:
DESIGNATION:
BIDDER'S COMPANY SEAL:

NOTE:

Bidders should carefully read the Terms & Conditions of the General Conditions of Contract (GCC) prior to filling up this acceptance format. This format should be properly filled, signed and bidder shall upload the scanned copy of the same online. Bidder(s) should indicate "ACC" for Accepted, "DEV" for Deviation Taken for each clause number in the above table.Bidder(s) to attach Separate Sheet indicating all relevant details such as Number & description of the Clause, Reasons for Deviation and Alternative suggested for any deviations taken by them.

Clause numbers shown in the above format also includes the sub-clauses under these clauses

Annexure-I

TERMS RELATED TO TAXES (GST)

1. GST as per GST Laws shall be payable extra as quoted and agreed.
2. In case of purchases of goods/services from unregistered dealers under GST Laws, GST will be paid by MDL under reverse charge mechanism.
3. Benefits from reduction in rate of tax/ITC are 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.
4. If the vendor is registered under GST, vendor shall mention the HSN code for goods &/or 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 services is that of the vendor. MDL shall not be responsible for any error in HSN code for goods &/or 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.
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.
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.
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).
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.
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).

Annexure-J

RTGS Format

(ILLUSTRATIVE FORMAT)

1. Supplier's / Vendor's Name:

2. Supplier's / Vendor's Name as per Bank Records:

3A. Supplier's Code **3B. Supplier's PAN Number: #**

Quoting PAN No. in all the e-returns has become 100% mandatory w.e.f. 14-02-2008 hence, ensure to fill- up this and also send a photocopy of PAN duly self-attested. If there is any difference between the name given in the supplier's name and name given in the PAN card, then a note to explain the reason for the difference and the correlation between both.

4. Supplier's / Vendor's Complete Postal Address:

Door No.		Street:	
Location:		District:	
City:		State	PIN

5. Supplier's / Vendor's E-mail ID:

6. Supplier's / Vendor's Telephone Number & Mobile Phone Number:

M

7. Name of the Bank:

8. Bank (Branch) Postal Address:

9. RTGS*/NEFT - Code of the Branch:**

RTGS:

NEFT:

RTGS* - "Real Time Gross Settlement", NEFT** - "National Electronic Fund Transfer".

These "IFSC" Codes are unique numbers of each Branch – "Indian Financial Services Code". For some Branches both the codes are the same and some Banks, may maintain one Code No. for RTGS and another Code No. for NEFT. Hence, please fill-up both the rows, even if it is the same.

10. Nature of the Account: (Tick whichever is applicable & put 'x' mark for the balance two accounts)

Saving Bank Account:		Cash Credit Account:		Current Account:	

11. Bank Account Number of the Supplier: ©

© Fill up from the 1st column. For the balance left out blank columns, please mention 'x' mark.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: **Supplier's Seal:** **Authorized Signature of the Supplier:**

Certified that the particulars as per Serial Numbers 2, 7 to 11 are correct as per our records.

Date: **Bank's Stamp** **Authorized Signature of the Officer of the Bank.**

Annexure-K

Format for Compliance Certificate w.r.t. Land Border Clause
Declaration of Compliance of Order (Public Procurement No.1, 2 & 3) dtd 23 Jul 2020 & 24 Jul 2020 on Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017

This declaration must form part of all tenders & it contains general information and serves as a declaration form for all bidders. (Before completing this declaration, bidders must study the General Conditions, Definitions, Govt Directives applicable in respect of Public Procurement No.1, 2 & 3) dtd 23 Jul 2020 & 24 Jul 2020 and OM No F.7/10/2021/-PPD(1) dated 23.02.2023 on Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017& prescribed tender conditions).

DECLARATION BY AUTHORISED SIGNATORY OF THE FIRM

I, the undersigned, …… (*full names*), do hereby declare, in my capacity as …… of M/s .....(*name of bidder entity*), that:

1) The facts contained herein are within my own personal knowledge.
2) I have read the Order (Public Procurement No.1, 2 & 3) dtd 23 Jul 2020 & 24 Jul 2020 and OM No F.7/10/2021/-PPD(1) dated 23.02.2023 on the subject of Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017 regarding restrictions on procurement from a bidder of a country which shares a land border with India and comply to all the provisions of the Order
3) I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that our Firm M/s……... is not from such a country and does not have any specified Transfer of Technology (TOT) from such a country or, if from such a country or if having specified TOT from such a country has been registered with the Competent Authority.
3) I certify that M/s .....(*name of bidder entity*) ***is not from such a country or, is from such a country*** *(strike out whichever is not applicable*. I hereby certify that this SUPPLIER fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority is attached]
4) I understand that the submission of incorrect data and / or if certificate / declaration given by M/s .....(*name of bidder entity*) is found to be false, this would be a ground for immediate termination and further legal action in accordance with law as per Clause 12 of the Public Order on Restrictions under Rul (xi) of the General Financial Rules (GFRs), 2017

AUTHORISED SIGNATURE: _____ DATE: _____
Seal / Stamp of Bidder

Annexure-L

Performance Security (PS) Bank Guarantee Format

(ILLUSTRATIVE FORMAT)
(On Non-Judicial stamp paper of value Rs. 500/-. However, the value of stamp paper to be confirmed from Legal Department, MDL.)

IN CONSIDERATION OF MAZAGON DOCK SHIPBUILDERS LIMTED, 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 Performance Security 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% (10% in case of Capital Procurement) 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 + 60 days 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")

Annexure -M

Official Secret Act 1923

(ILLUSTRATIVE FORMAT)

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 abstract 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.

Annexure-N

STATUTORY COMPLIANCES BY SUB CONTRACT EMPLOYEES

Statutory Compliances by the Sub-contractors\Vendors while deploying contract employees in MDL premises and its units.

(1) Labour Licence:

(a) The Contractor should have a valid Labour Licence issued by the Regional Labour Commissioner (Central) before commencement of work if the contractor is deploying 20 or more contract employees at MDL.

(b) The number of contract employees employed shall not on any day exceed the maximum number specified in the approved Labour Licence issued by the Competent Authority.

(c) If the sub-contractors desire to employ the contract employee more than that, mentioned in the Labour Licence, the concerned contractors is required to notify in advance to the Licensing Authority. Any change in number of employees to be deployed at MDL, The Copy of license with the necessary amendments to be submit before employing such contract employees.

(d) The contractors are required to apply for renewal of license not less than 30 days before the date on which the license expired, if his job is likely to be continued beyond the period of validity of license.

(e) The labour license is always issued against the particular Purchase Order (PO) issued by MDL. Therefore, in case of new PO, he should obtain fresh license if he is likely to employ 20 or more employees against such new PO. However, the contractor is required to maintain separate record in respect of each PO issued by MDL

(f) The contractor shall display a copy of labour license prominently at the place of the work.

(g) The copy of Labour Licence is to be submitted to the HR- Contract & Outsourcing Dept.

(h) The contractor shall attend labour inspection whenever required and submit the copy of inspection report to the principal employer i.e. MDL

(i) The contractor shall submit Half Yearly / Annual Return to the licensing authority as prescribed under the Contract Labour (Regulation and Abolition) Act 1970 with Maharashtra Contract Labour (Regulation and Abolition) Act 1971 and submit a copy to the principal employer i.e. MDL.

(2) Commencement / Completion of work:

The contractors shall within 15 days of commencement/completion of each contract work, submit a return to the licence authority in Form VI(A) intimating the actual date of commencement / completion of work under a copy to the HR- Contract & Outsourcing Dept.

(3) Daily attendance of contract employees:

The contractor shall ensure to mark daily attendance of their employees in Attendance Register whenever his contract employees deployed.

(4) Insurance coverage:

(a) The contractors should have his own ESI code number and indicate the same along with individual ESI account number of his contract employee.

(b) The contractors should cover all eligible contract employee under the ESI Act and its scheme on the date of joining of the contract employee on their roll at MDL

(c) The contractors should pay employee as well as employer contribution on time and submit the copy of challan to the principal employer i.e. MDL as a proof of payment of ESI dues to the authority

(d) The contractors should attend the ESI inspection as and when required and submit a copy of ESI inspection report to the principal employer i.e. MDL.

(e) The contractors should submit the copy of half / yearly ESI returns to the Contract Cell.

(f) The contractors should produce (E-Pahachan) card in respect of each contract employee whenever required for verification for their ESI account number.

(g) Those Contract employee, who are out of ESI coverage shall be covered by suitable Workmen Compensation Policy.

(h) The contractors shall submit the copy of Workmen Compensation Policy to the HR-Contract & Outsourcing Dept and renew the same on time.

(5) Provident Fund Coverage:

(a) The contractors must have his own PF Code number and indicate individual PF Account number of his employees.

(b) The contractors should produce Form V as and when required for verification of account number of his contract employee.

(c) The contractors shall cover his eligible contract employees under the PF Act and Scheme and pension scheme from the date of joining.

(d) The contractors shall also submit the copy of challan in respect of payment of dues.

(e) The contractors should submit the card of PF annual return prescribed under the act.

(f) The contractors shall attend PF inspection as and when required and submit copy of the PF inspection report to the HR- Contract & Outsourcing Dept.

(6) Registration under the Maharashtra Labour Welfare fund (Amendment) Act 2003 and Professional Tax

(a) The Contractor must obtain independent Registration number under Bombay Labour Welfare Fund Act and pay Six (06) Monthly contribution of their employees for every June and December to the Welfare Commissioner and compliance with the provisions of Bombay Labour Welfare Fund Act, 1953 under their own code number.

(b) The Contractor should have registration under Professional Tax and deduct the same from wages of his employees and remit Professional Tax every month to Government treasury in time and also submit returns in time.

(7) Payment of wages/salaries:

(a) The contractors shall fix the wage period in respect of which wages shall be payable.

(b) The contractors shall responsible for payment of prescribed minimum wages for his employees in MDL premises on or before 10th day of the expiry of the wage period.

(c) No wage period shall be exceed one month in case of monthly period.

(d) The contractors shall submit copy of the remittance of salary/wages through NEFT/RTGS of his contract employees to the HR- Contract & Outsourcing Dept

(e) The wages shall be paid when deduction of any kind except those specified by the Government under the provisions of the payment of Wages Act 1936.

(f) The contractors must submit Xerox copy of the muster of his employees as well as copy of wages/payments every month to the HR- Contract & Outsourcing Dept

(8) Payment of Minimum wages

(a) The Contractor/Vendor shall pay not less than minimum wages to his employees as notified /revised from time to time as applicable under the Minimum Wages Act, 1948

(b) The contractor must ensure that wages/ salaries to be paid to their employees as per the provisions Minimum Wages Act, 1948.

(c) The Minimum Wage consist of Basic Wage and the Special Allowance i.e Variable Dearness Allowance (VDA declared after every Six Months). The Central Govt and the State Govt have notified the rates of Minimum wages. The rates of Minimum Wages whichever is higher will be applicable in respect of the specific 'Scheduled Employment' as declared by the Dy. Chief Labour Commissioner (Central Govt) Mumbai time to time.

(9) Medical Examination of Sub Contract/Outsourced employee

(a) As per the Clause 18-A of the Factories Act, 1948 and Maharashtra Factories Rules,1963, all workers in a factory shall be medically examined once in a year by a Certifying Surgeon appointed or recognised by Government.

(b) The Contractors/Vendors will have to submit a Certificate of Fitness in Form 6 in respect of employees to be engaged inside the MDL and it units and no person/contract employees shall be employed without the valid certificate of fitness. The Contractor/Vendor get the Pre-Employment Medical Examination of his employees done from certified surgeon before deploying at MDL

(10) Health, Safety and Welfare

The Contractor/Vendor should ensure safe and healthy working condition at work for compliance of the Provisions of Factories Act, 1948. The Contractor/Vendor should provide all the Safety measures and his supervision to ensure safety at work site.
The contractor/Vendor shall ensure that only medically fit persons are engaged for job after medically examined by Certifying Surgeon.

(11) Maintenance of record / register:

The contractor/vendor shall properly maintain the following register at the sight of work:

(j) Muster cum Attendance Register
(ii) Register of Wages.
(iii) Register of overtime.
(iv) Leave Register
(v) Bonus Register

(12) Display of Notices

The contractors are also required to ensure that the notices showing the rate of wages, hours of work, wage period and date of payment and names and addresses of inspectors having jurisdiction, date of payment of unpaid wages as well as abstract of the contract labour (Regulation & Abolition) Act 1970 and the rules framed therein are displayed at the work sight in English or Hindi and language spoken by the majority of contract labours.

(13) Working on weekly off and holidays:

The Contractors deploying their employees on weekly/holidays shall submit the list of such labour in a prescribed format indicating therein the date of compensatory to be availed duly certified by the concerned department head three days' prior to the weekly off/holiday to the Contract Cell for onwards transmission to the Dy. Director of Directorate of Industrial Safety and Health (DISH).

(14) Applicability of labour laws:

The above provision/rules are only illustrative and not exhaustive. The provisions of Factory Act 1948, Payment of Wages Act 1948, Minimum Wages Act 1948, ESI Act 1948, PF Act 1972, Contract Labour (Regulations & Abolition) Act 1970, Payment of Bonus Act 1965 and other labour laws as amended from time to time, relevant to the contract employee shall be applicable.

Annexure-O

SAFETY INSTRUCTION FOR SUB-CONTRACTORS

Mazagon Dock Shipbuilders Limited		Title: Safety Instruction for Sub-Contractor		
Doc. No.	Issue No	Issue Date	Revision No	Revision Date
SB-Works/Safety/01	01	03.08.2022	01	22.11.2023

1. Scope of Work:

a. To develop consciousness and to create an awareness amongst the sub-contractor and their employees/workman regarding the general procedures and practices for safe conduct of their work at all times.

b. This brings out procedures, standard practices etc. and would serve as the reference material to all Sub-Contractors.

c. This document is only for providing guidance to the sub-contractors and does not replace the safety rules detailed in Factory Acts 1948 and Maharashtra Factory Rule 1963 as amended till date.

2. General Safety Guidelines:

2.1 The Contractor shall ensure that his employees/workmen subject themselves to medical examinations required under the law and keep a record of the same. (As per the "Factory Acts 1948" and the Maharashtra Factory Rules 1963 as amended till date).

2.2 Workers and supervisors engaged in the work shall be competent and undergone Safety training by MDL Safety section before deployment on job inside the MDL.

2.3 Contractor should go through MDL safety manual and follow the safety procedures wherever applicable.

2.4 The contractor must observe all safety precautions in connection with the work performed by him. No job should be undertaken where question of safety remains unanswered.

2.5 The Contractor shall not permit any employee/workmen to enter the work area under the influence of alcohol.

2.6 Smoking is strictly prohibited.

2.7 Fishing is not permitted in the yard.

2.8 Report promptly any situation affecting the safety of any person.

2.9 All stairways, Platforms and Walkways must be kept clean at all the times.

2.10 Make proper use of all safety devices and guards provided.

2.11 All employees shall wear personal protective equipment as appropriate while working.

2.12 The workmen of the contractor must wear fire retardant boiler suit/overall while working in MDL premises. The Sub-contractor shall be required to provide their workmen with Boiler suits of suitable colour with name of the contractor on the boiler suits in prominent letters.

2.13 The contractor should ensure that First Aid boxes are provided at the work place.

2.14 Do not leave tools/items on the floor or where they can fall on people below.

2.15 On completion of work in any location, the contractor must ensure that the place is left in a clean state and all scrap is disposed to nearby appropriate scrap bins.

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2.16 All storage container must be clearly marked indicating the nature of contents.

2.17 No one except Driver (Operator) is allowed to ride/drive Jumbo/forklift/Powered trolleys/Crane etc.

2.18 The contractor should ensure that adequate fire extinguishing arrangements are provided.

2.19 Action by person noticing Fire:

- Attempt to extinguish the fire with available fire-fighting equipment nearby.
- Operate fire alarm system or inform to fire station.

1.20 In order to ensure safety in all hazardous jobs such as excavation, work at height, fragile roof, work in confined spaces, on-board welding and gas cutting, electrical works etc., safety permit should be taken from authorize person.

3. Personnel Protective Equipment and other Safety Accessories:

All the contractors' employees shall wear the PPE's and other safety accessories relevant to the work. All safety equipment/accessories should confirm to the relevant Indian or International Standards e.g. ISI, BS, DIN, EN-ISO, ANSI and CE. The PPE matrix is as detailed below:

Sl. No.	Description of Activity	PPE's & Other essential Safety accessories to be used
1	Welding/Gouging	Boiler Suit, Helmet, Hand Gloves, Leg Guard, Face Shield with glass, Leather Aprons, Leather Sleeves, Skull Cap, Safety Shoe, Mask, ear plug etc.
2	Gas Cutting/Gas Welding	Boiler Suit, Helmet, Hand Gloves, Leg Guard, Cutting Goggle with glass, Leather Aprons, Skull Cap, Safety Shoe, Spark Light, ear plug, Tip Cleaner, Mask, Flash back arrestor etc.
3	Blasting & Painting	Boiler Suit, Helmet, Hand Gloves, Goggle, Leather Sleeves, Safety Shoes, Respiratory Mask, Apron, Ear Plug etc.
4	Manual Lifting	Boiler Suit, Helmet, Hand Gloves, Safety Shoe etc.
5	Working at Height	Boiler Suit, Helmet, Hand Gloves, Safety Shoe, Full Body Safety Harness etc.
6	Working on Fragile Roof	Helmet, Hand Gloves, Safety Shoe, Full Body Safety Harness, Scrawling

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		Board, Duck Ladder, Lifeline system etc.
Sl. No.	**Description of Activity**	**PPE's & Other essential Safety accessories to be used**
7	Working in Confined Spaces	Boiler Suit, Helmet, Hand Gloves, Safety Shoe, Respiratory Mask, Portable light, ear plug, Multi Gas Detector, Fume extractors etc.
8	Material Movement/Lifting/Turning	Boiler Suit, Helmet, Hand Gloves, Safety Shoe, Slings/Tackles/Shackles, Mask etc.
9	Grinding	Boiler Suit, Helmet, Hand Gloves, Face Shield, Skull Cap, Safety Shoe, Mask, Ear Plug etc.
10	Machining	Boiler Suit, Helmet, Hand Gloves, Face Shield/Google, Safety Shoe, Mask, Ear Plug etc.
11	Civil Construction	Boiler Suit, Helmet, Hand Gloves, Safety Shoe, Gum boots, Mask, Ear Plug etc.

4. Safety Guidelines:

4.1 Safety during Cutting & Welding:

4.1.1 Electrode Welding Holders, Gas Cutting Torches, Pressure Gauges, Welding Cables, Gouging torches, Gas Cutting Hoses etc. shall be of good quality confirming to relevant IS or EN standards with the relevant IS or EN stamping.

4.1.2 All welding and cutting operations must be carried out by qualified personnel while working inside the yard.

4.1.3 Welding machine should be properly earthed and secured.

4.1.4 Portable oven used on job should run with 110V power supply only.

4.1.5 Flash back arrestors shall be used for both on the cylinder/pipeline end as well as the cutting torch end. The flash back arrestor shall confirm to the relevant IS or EN standards with the relevant IS or EN stamping.

4.1.6 The Cylinders shall be kept upright during use and transportation. All industrial gas cylinders shall have Cylinder Cap/Guard for protection.

4.1.7 All Industrial gas cylinders shall be properly secured during use and storage.

4.1.8 When the cylinders are not in use, the valves must be closed. Prior to fitting the regulator, the valve should be opened slightly to blow away any dust or grit from the valve.

4.1.9 Metal wires shall not be used for connecting gas hoses with gas cutting torches, pressure gauges/regulators and for joining gas hoses with connectors.

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4.1.10 The firm must ensure that the welding cables and gas hoses are well maintained and replaced if required.

4.1.11 All welding cables shall be fully insulated and periodically check for cuts and any damages.

4.1.12 Only Spark lights shall be used to ignite flame while using gas cutting/welding torches.

4.1.13 All cutting equipment should be removed/shifted from compartments and confined spaces to open decks during breaks and at end of shift.

4.1.14 Gas hoses shall be disconnected from the manifold/cylinder after stoppage of work on the day.

4.1.15 All welding and cutting operations carried on in confined spaces shall be adequately ventilated to prevent the accumulation of toxic materials or possible oxygen deficiency.

4.2 Safety while Material Handling/Lifting and Turning:

4.2.1 All lifting slings/tackles/shackles shall be tested and certified with competent Authorities and shall be visually checked periodically for fitness for use.

4.2.2 All lifting equipment must be tested once in a year.

4.2.3 Use correct lifting hooks, ensure they are load tested.

4.2.4 Avoid manual handling operations as far as possible to minimize the risk of injury.

4.2.5 Position the lifting hook over the load as to prevent the load swinging when it is raised.

4.2.6 Ensure only competent persons are allowed to operate cranes.

4.2.7 Crane operators must only take Instruction from designated rigger.

4.2.8 Crane should not be left unattended unless all loads have been removed.

4.2.9 Leather gloves should be worn when working with sharp materials or when handling rigging equipment.

4.2.10 Crane/Rigging equipment shall not be loaded in excess of its recommended safe working load.

4.2.11 All employees shall be kept clear of loads about to be lifted and of suspended loads. No employee shall be allowed under a suspended load.

4.2.12 The proper methods of securing the load, attaching the load to the hook, lifting the load, handling of the load during the movement of the load and lowering and placement of load should be used.

4.3 Safety while working on height:

Working at height means working on 1.8 meters or above height (i.e. working on platform, stage, scaffolding).

4.3.1 Before starting work ensure that the supervisor is available at site and he has got the work permit issued by the authorised person.

4.3.2 Use a sufficient supply of sound staging material and appliances for the construction of scaffolding.

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4.3.3 All planks and other materials intended to be used for staging shall be carefully examined before being taken into use.

4.3.4 The Contractor shall ensure the use of sufficiently strong scaffolding with sufficiently strong hand railings during the execution of the job.

4.3.5 The Contractor shall ensure the use of scaffoldings at construction site by his personnel working at height, fabricated as per standard drawing for scaffolding. If the scaffolding as per the standard drawing is not found suitable at site, the Contractor shall make necessary modification to strengthen the same.

4.3.6 All planks forming staging shall be securely fastened to prevent them from slipping.

4.3.7 All staging to be used in connection with the operation shall be inspected before use, and thereafter at regular intervals.

4.3.8 There should not be any gaps in the working platform.

4.3.9 Stages suspended by ropes or chains shall be secured as far as possible to prevent them from swinging.

4.3.10 Hand rails with mid rails at one meter and half meter height should be ensured for the working platform.

4.3.11 Access ladders shall be provided to reach the working platform.

4.3.12 All ladders must be provided with non-skid shoes.

4.3.13 Regular inspection of scaffolding and staging are to be carried out.

4.3.14 While working on such job every workman must wear Full Body Safety Harness.

4.3.15 For any civil engineering job, the Contractor will provide adequate support before casting or any superstructure and provide approach, scaffolding etc., in such a manner that is safe, easy for movement of men, women and materials.

4.4 <u>Hand Tools and Power Tools:</u>

4.4.1 Tools shall be manufactured from the best materials by reputed tool companies with confirming to and stamped by the relevant Indian or International Standards e.g. IS, DIN, EN-ISO, ANSI and CE.

4.4.2 All power hand tool like grinder, weld flux remover etc. used onboard or inside the workshop must be run on either 110V power supply or by compressed air.

4.4.3 All compressed air hose must have standard hose coupling for fittings.

4.4.4 Compressed air tools, while under pressure, must not be left unattended.

4.4.5 All connections to air tools shall be made secure before turning on air pressure.

4.4.6 When working at elevated location, all tools should be placed in tool box to prevent loose tools being dropped from the heights.

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4.4.7 Wooden shaft must be of correct size and securely fixed to the hammer head with fitting wedges. The face of hammers should be kept clean and in good condition (Not mushroomed).

4.4.8 A file must be used with proper handle fitting and to maintain files when clogged with filings clean out the teeth with a file card or fine wire brush.

4.4.9 When using a screwdriver, make sure that the blade fits the slot in the screw properly. Too large or too small a blade will damage the screw and not work efficiently.

4.4.10 Select the correct hacksaws blades to carried out work and blade should always be correctly tensioned in the frame. After use when the hacksaw is to be stored, the tension on the blade should be released.

4.4.11 Always select a spanner which exactly fits the nut or bolt head, never use packing pieces to make the spanner fit. Piece of pipe or similar device must not be placed over the end of spanners as extensions to increase the torque.

4.4.12 All electrical hand tools shall be of double insulated and fiber body type.

4.4.13 The RPM of grinding machine should be lower than the RPM of the grinding disk/wheel.

4.4.14 Do not use a portable power tool (such as saw, grinder and drill) unless its dangerous parts have been effectively guarded.

4.4.15 Electrical tools shall not be used where there is hazard of flammable vapours, gases, or dusts without a valid Hot Work Permit.

4.4.16 Do not use compressed air/Oxygen to clean off overalls or clothing.

5. Electrical Safety:

5.1 The Contractor shall engage qualified, experienced and competent electricians and other electrical personnel while working on electrical lines (which may be High Tension, Medium Tension and Low Tension electrical lines) for safe execution of Contract.

5.2 The electricians and other electrical personnel must possess requisite certificate issued from competent authority.

5.3 The Contractor shall ensure proper earthing of all electrical equipment/machinery prior to start of the machine.

5.4 The Contractor shall also ensure daily examination of the earthing of equipment/machinery prior to start of the job in order to avoid electrical hazards.

5.5 The Contractor shall ensure use of proper cable (may be welding cable or power cable or control cable). The joints of the cables shall be perfectly insulated.

5.6 The Contractor shall also ensure the use of proper plugs & sockets.

5.7 Use of rubber hand gloves during monsoon season is very essential.

5.8 Repair and routine maintenance of electrical equipment shall be carried out by trained and qualified electricians.

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5.9 In case of Electrical work contract, the contractor shall have valid electrical License issued by PWD or any Govt. organization or shall have a valid MOU with the licensed contractor.

5.10 For onboard work, only 110V AC supply will be provided.

6. Safety while Working on Fragile Roof and Pitched Roof:

6.1 Do not step on any sheet without obtaining proper safety training.

6.2 Before starting work (i.e. before climbing on the access ladder) ensure that the supervisor is available at site and he has got the work permit issued by the authorised person.

6.3 Intimation shall be given to shop In-charge along with height permit, before going to roof of workshop.

6.4 Use suitable and sufficient access ladders, cat ladders, crawling boards, duck ladders etc. and fix them properly on the roof.

6.5 Use Full Body Safety Harness and anchor them properly with the anchorage points on the roof or to the lifeline available on roof or fall protection device.

6.6 Never step directly on any part of the roof. Always walk or step only on the ladders.

6.7 It is not safe anytime to walk on purlins. Do avoid it. Do not run on roof.

6.8 It is necessary to walk on ladders (and not on roof directly) while transporting these sheets on roof.

6.9 While working on the roof, ensure that no loose items are dropped down.

6.10 Always use suitable and strong ropes for taking sheets from ground to the roof.

6.11 Never leave any loose items (tools, cut sheets, broken sheets) on the roof after the work is over.

6.12 Never use any electrical equipment without proper earthing.

6.13 Ensure sufficient illumination while you are working on the fragile roof.

7. Safety while working in Confined Spaces:

7.1 Before starting work ensure that the supervisor is available at site and he has got the work permit issued by the authorised person.

7.2 Prepare adequate emergency arrangements before the work starts.

7.3 Testing the air is necessary to check before starting the work that it is free from both toxic and flammable gas/vapours and that it is fit to breathe. Testing should be carried out by a competent person using a suitable gas detector which is correctly calibrated.

7.4 Proper ventilation arrangement should be made before starting the work.

7.5 Adequate light arrangement should available.

7.6 Use only 24 V power supply while working in confined space.

7.7 When work is being carried out in a confined space, another person should be assigned to outside the confined space to maintain communication with the worker inside. Sufficient number of rescue personnel should also be made available outside the confined space. These persons need to be properly

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trained in rescues, physically fit and readily available to carry out rescue tasks, and capable of using any rescue tools.

8. Safety while Blasting and Painting Operations:

8.1 Suitable blasting suits and hoods with coolant tube shall be used while carrying out blasting operations.
8.2 Immediate removal of spillage. Good housekeeping standards must be maintained at all times.
8.3 The contractor shall ensure that paint handed over to it for usage is safely stored in a suitable container.
8.4 Never allow Naked flames - matches - cigarettes -in the same area where paint is being applied or stored.
8.5 Airless spray must always be earthed as static electricity can develop within the system and be the cause of explosion.
8.6 All couplings must be of a close fit, especially on high pressure equipment. Replace damaged hoses.
8.7 The contractor shall ensure that its personnel have minimum contact of paint with skin.
8.8 Hand Gloves, Safety Shoes and eye protection must always be worn during work.
8.9 Usage of a suitable barrier cream on exposed skin must be considered.
8.10 Air fed hood/mask or respirator in confined spaces must be used.
8.11 Safe access and adequate lighting must be ensured.
8.12 Blasting proof, light and portable lamps shall be provided for the blasting operations inside of tanks and compartments.
8.13 The area where blasting or painting is being carried out must be provided with proper, visible safety barriers or signs.
8.14 Tarpaulins and other coverings should be used to cover dry dock channels / pump pits, compressor house, nearby electrical installation, machines and equipment which may otherwise be affected by blasting or painting operations.
8.15 Cleaning of the slipway, dry-dock, surrounding areas, machines and equipments, etc. of dust immediately after blasting has taken place.
8.16 Removal of spent/excess and reusable grits and empty paint drums.

9. Safety at Civil Construction Sites

9.1 The rock blaster should be a qualified and competent person for carrying out blasting work.
9.2 Before blasting, sufficient warning should be given to enable the people working in the area to get off the danger zone at least 10 minutes before the blasting starts.
9.3 Care should be taken that the blasting point is free of detonating gas, inflammable objects, sparking or damage wiring system, stray currents.
9.4 Underground utilities (such as water pipelines, sewers, gas mains, electrical conduit system) should be located and protected, wherever necessary, before the start of excavation.

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9.5 Measures should be taken to prevent persons who are not engaged in excavation work, from approaching excavation areas by placing warning signals, barricades etc. near the site of the excavation.

9.6 Excavated material should not be dumped within 1.5 m of the edges or half of the depth of the trench whichever is more.

9.7 Shoring (supporting the sides of the trench) and/or proper slopes to the trench walls should be provided.

9.8 Ladder access at suitable intervals with proper support in the trench should be provided and ladder should extend above the ground level.

9.9 Dewatering provisions should be considered while excavating a trench near a water body.

9.10 Temporary electrical connections provided in the trench area should be in compliance to the requirements of the Indian Electricity Act, Rules and Regulations.

9.11 Proper barricading of trenches with warning signals should be provided.

9.12 At all approaches and exits of the sites of excavations, danger and warning signals should be placed.

9.13 Excavation area should be adequately lighted for night work.

9.14 Test for oxygen level inside the shaft before start of work every day.

9.15 Effective communication system between the ground staff & the persons working in the shaft should always be there to ensure safe working environment.

9.16 The excavated material should be dumped sufficiently away from the edge of the excavated pit to avoid the excavated material slipping and falling into the pit.

9.17 Guard rails should be fitted to the working platform and should be secured to prevent their outward movement. The platform should be strong enough to bear the loads of workmen & materials.

9.18 Persons should not be allowed to work under the scaffold and if at all it is necessary to carry out work, then safety net should be provided to arrest the fall of materials & tools.

9.19 Safe access should be provided to the structures under erection.

9.20 Structures/ platforms should not have openings uncovered/unbarricaded.

9.21 Working under the structure should be prevented and if at all it is necessary to carry out work, then safety net should be used to arrest the fall of materials & tools.

9.22 In order to avoid the workers from being in contact with the moving parts of machinery such as conveyors, screens etc. machine guarding should be provided.

9.23 Health hazard from cement dust or wet cement should be controlled by avoiding engagement of workers in dusty areas and ensuring usage of PPEs especially filter respirators, goggles, gloves and boots.

9.24 When workmen are working/cleaning the inside of the drum of mixer, the power of mixer should be switched off and "Do not operate" tag should be provided.

9.25 Every opening in the floor of a building should be provided with suitable fencing/railing of one-meter height on all exposed sides with toe guard of 15 cm vertical height. Where barricades cannot be installed, safety net should be installed close to the level at which there is a danger of a fall.

9.26 All temporary wiring should be installed and supervised by a competent electrician.

9.27 Adequate protection should be provided for all electrical wiring laid on floor which may be crossed over by construction machinery or by the workmen.

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9.28 Suitable warning signs should remain displayed at conspicuous places to alert the workers of the potential dangers and to protect them from the risks of electrical accidents.

9.29 All necessary rescue equipment such as life buoys and life jackets should be provided and kept available for use at any time while working in and around water bodies.

9.30 Dispose all wastes, and unwanted materials must be disposed of at a designated place.

9.31 Do not leave planks with nails on passageways.

Annexure-P

Format of Work Done Certificate

(WDC to be prepared by the contractor on their letterhead & to be submitted to the certifying authority)

WDC Ref. no. WDC date:

MDL Sub-Contract Order no. & date: _____dated _____.

The following work/s is/are completed to the satisfaction of MDL as per the above mentioned PO and the following is certified for payment.

PO Line item No.	Service No.	Line item work description.	Line item – PO Qty.	Line item Qty. – certified up to previous WDC	Line item Qty. – certified through this WDC	Mutually agreed completion schedule		Actual work done schedule		LD applicable (Yes/No) & if yes, no. of delayed days.	Service Entry Sheet no.	Yard No.
						Start Date	End Date	Start Date	End Date			

Amount claimed upto previous WDC: ` (exclusive taxes)
Amount claimed under this WDC: (exclusive taxes)
Cumulative amount claimed as on date: ` (exclusive taxes)
Order value: (exclusive taxes)

From Contractor
Signature & stamp of Contractor.

Date:

From MDL
Signature & stamp of WDC issuing authority.
(Not below the rank of Chief Manager)
Date

Annexure-Q

Proforma Bank Guarantee for Bid Bond/ EMD.

IN CONSIDERATION OF MAZAGON DOCK SHIPBUILDERS LIMTED, a company incorporated under the Companies Act 1956 and having its registered office at Dockyard Road, Mumbai 400010 (hereinafter referred to as the "the Company" which expression shall, unless it be repugnant or contrary to the subject or context thereof, be deemed to mean and include its successors and assigns) having agreed to accept the Earnest Money Deposit (EMD) of Rs----------(Rupees----------only) in the form of Bank Guarantee from Messers ..... a partnership firm/sole proprietor business/a company registered under the Companies Act, 1956 having its office at .....(hereinafter called " the tenderer" which expression shall, unless it be repugnant or contrary to the subject or context thereof, be deemed to mean and include its successors and assigns) for participating in the Tender no.....dated..... (hereinafter called "the tender" which expression shall include any amendments/alterations to "the tender" issued by "the Company") for the supply, delivery at site, installation and commissioning of certain equipment, item/services/civil works etc., We, ... Bank having office at ..... (hereinafter referred to as "the Bank" which expression shall includes its successors and assigns) hereby agree to pay to the Company without any demur on first demand an amount not exceeding Rs..... (Rupees.....only) against any loss or damage, costs, charges and expenses caused to or suffered by the Company by reason of non performance and non-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 suit or other legal proceedings including arbitration pending before any court, tribunal or arbitrator relating thereto, our liability under this guarantee being absolute and unconditional.

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

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

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

7. Notwithstanding anything contained herein above:

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

Annexure-R

LIST OF TECHNICAL DOCUMENTS TO BE UPLOADED IN PART I bid:

1. The scanned image of EMD-BG/ Online Remittance.
2. Annexure**- K** - Declaration by bidder for Restrictions under rule 144(xi) of general financial rules GFRs, (2017) on firm's letterhead.
3. Technical bid
4. Bidders Company Profile. Shop & Establishment registration. (Exempted for permanent registered vendor.)
5. Valid Tax Registration Certificate / GST registration certificate and PAN card.
6. Valid Registration Certificate issued by MDL (if any).
7. Validity of Offer (ASLA Clause No. 8)
8. **Annexure-B** in indicating **quoted / not quoted.** Also mention GST% and HSN.
9. **Annexure –C** for Declaration Certificate for Local Content.
10. **Annexure – D Past order executed by Vendor**
11. **Annexure – G:** Dully filled of Add. Service Level Agreement (SLA) Acceptance format to be uploaded.
12. **Annexure – H:** Dully filled GCC (General Conditions of Contract) Acceptance format to be uploaded.
13. **Annexure – I:** Acceptance for GST terms & conditions to be uploaded.
14. Ready to submit required Performance Security (PS) {Performance Bank Guarantee (PBG) cum Security Deposit (SD)} or agreeing to extend the validity of the submitted Performance Security (PS) in case of requirement of extension of validity of bank guarantee.
15. Bidder's Contact Details in .xls format.