

**PART- “A”**

**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 <https://eprocuremdl.nic.in> for the following Scope of Work / Supplies, terms and conditions:

**1. DESCRIPTION OF WORK / SUPPLIES / SERVICES:**

Renewal of Fire Alarm System at SSA Admin Block and Biennial Non-Comprehensive Maintenance Contract.

1.1 The detailed scope of work is as per **Enclosure-1**.

**2. PRE - QUALIFICATION CRITERIA:** Not Applicable

**3. EARNEST MONEY DEPOSIT (EMD):** Not Applicable

**4. VALIDITY PERIOD:**

Bids / Offers shall have the validity period of **120 Days** from the tender closing date. A bid valid for a shorter period will be liable for rejection.

**5. INTEGRITY PACT (IP):** Not applicable.

**6. ONLINE SUBMISSION OF OFFER IN TWO-BID SYSTEM:**

Offer must be submitted in two parts, Part - I (Techno-Commercial Bid) & Part - II (Price Bid) on the MDL’s e-Procurement website <https://eprocuremdl.nic.in>. **Offer in any other form will not be considered.**

**Techno-Commercial Bid Part-I:** This part should contain the following:

|     |   |
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| 1.  | Online Acceptance on clauses of Tender Enquiry form ( <b>TEF</b> ), General Conditions of Contract ( <b>GCC</b> ) along with acceptance formats in the Prescribed Formats stating ‘Accepted OR Deviation’ as applicable for each of the clause.   |
| 2.  | Deviation sheet in case of any deviations from Terms, Conditions specified in the General Conditions of Contract ( <b>GCC</b> ) & Tender Enquiry ( <b>TEF</b> ) shall be uploaded online.   |
| 3.  | Any deviation with respect to Technical requirement shall be uploaded online by the bidder.   |
| 4.  | Scanned image of Valid GST certificate. Scanned image of PAN card.  |
| 5.  | Price schedule BLANKING the PRICES but clearly indicating ‘ <b>QUOTED / UNQUOTED</b> ’, also indicating the % of actual taxes/ duties applicable, in the prescribed format available on MDL’s e-Procurement website <a href="https://eprocuremdl.nic.in">https://eprocuremdl.nic.in</a> |
| 6.  | Scanned Image of valid Registration or Approval certificates in case of Bidder’s/ firms registered with MDL/ NSIC/ Micro or Small Enterprises/Industries.   |
| 7.  | Scanned image of duly filled RTGS/NEFT as per <b>Enclosure-5</b>  |
| 8.  | 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 – <b>Enclosure-7</b> .  |
| 9.  | Declaration of Local Content – <b>Enclosure-6</b> .   |
| 10. | The bidder shall submit the undertaking as per Clause-38 “Conflict of Interest among  |

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|     | Bidders/Agents” along with Part-I bid offer.  |
| 11. | Bidders should upload signed and stamped acceptance of Statutory Compliances while deploying Contract Employees in MDL Premises and its units ( <b>Annexure- I</b> ). |
| 12. | Bidders should upload signed and stamped acceptance of Safety instruction for Sub-Contractor( <b>Annexure- II</b> ).  |
| 13. | Copy of Certificate issued by DPIIT for Startup.  |

**Note:**

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

**Part-II:** In this part bidders are requested to fill the PRICES for each of the listed items/services strictly in the prescribed format/ Rate sheet provided in e-Procurement Portal. **Offer in any other form shall not be considered.**

**7. BID REJECTION CRITERIA:**

**a) Categorical Rejection Criteria:**

The following conditions / deviations are non-negotiable and therefore any bid falling under these conditions / deviations shall be summarily rejected. Bidders to note that they shall not be provided any opportunity to rectify these conditions / deviations post bid opening:

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|------|---|
| i)   | Bids received other than through e-portal (NIC portal) (in case of e-tender).                       |
| ii)  | Bids received after tender closing date and time.   |
| iii) | Bidders who are debarred under PPP MII order 2017, GeM CPPP including tender holiday issued by MDL. |

**b) Liable for Rejection Criteria:**

For the following conditions (other than non-negotiable conditions indicated at 7(a)), equal time & opportunity for submission of deficient techno-commercial documents and clarifications shall be given to the bidders. Bidders are required to submit such documents/ clarifications within the duration / date stipulated by MDL, failing which their bids shall be rejected in following cases:

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| i) | Non-compliance/non-acceptance to any of the terms and conditions of the tender shall render the bid liable for rejection:<br>(a) Clause mentioned under loading criteria. |
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**8. PRICING:**

- a) Contract Price shall remain firm and fixed for during duration of contract.
- b) Bidder shall quote the price in the tender enquiry which will be inclusive of all costs such as all the expenses such as manpower, Consumables to be provided by Service Provider, High End Machinery & Equipment to be provided by Service Provider, transport, supervision etc. and as per statutory requirements (minimum wages, PF, Insurance, etc.). However, the applicable taxes/duties & levies will be indicated separately in the rate sheet. Illustration of Rate sheet format is as per **Enclosure-2**.
- c) The contractor shall adhere to the minimum wages and allowances applicable to the Engineering Industry as notified from time to time by the Central Government or State Government whichever is higher under the Minimum Wages Act.
- d) MDL shall not be liable to pay any charges other than the amount as per schedule of rates. Interstate taxes, Toll tax, bridge tax when Ambulance is required to go to other district/state, parking charges while on duty at airport/railway station shall be paid by MDL.
- e) The rates shall be valid for night shift also and no separate rate is payable for night shift.
- f) MDL shall not be bound by any printed conditions or provisions in the bidder's bid forms or acknowledgement of Order/Contract, invoices, packing list and other documents which purport to impose any conditions at variance with or supplemental to Order/Contract.

**Note: The total value of spares to be consumed shall not exceed Rs. 40,000/- (Excluding GST)**

**9. PRICE VARIATION CLAUSE:** Not applicable.

**10. EXCHANGE RATE VARIATION (ERV):** Not applicable.

**11. CONTRACT PERIOD:**

The delivery schedule for Renewal of Fire system is 10 weeks from the date of Purchase Order (PO).

The Contract shall be valid for two (02) years for Biennial Non-Comprehensive Maintenance Contract starting from PO date and may be extended for a further period of three (03) months on mutual consent basis on same rates and terms and conditions. However, if the performance of contractor is not satisfactory then contract may be terminated with one (01) month notice period by applying relevant clauses of contract such as Risk Purchase.

**12. MOBILIZATION:**

Time is the essence of contract hence the successful bidder shall mobilize the required Manpower/Tools/Materials to execute the work within 15 days from the date of placement of order or intimation from MDL, failing which the order may be cancelled and Risk Purchase clause shall be invoked.

**13. TAXES & DUTIES:**

13.1 Following details are to be submitted by the bidders:

- (a) GST No.:
- (b) Type of dealer (composition/ normal):
- (c) SAC/HSN No.:
- (d) % of GST:

13.2 Bidder need to confirm acceptance of Standard Terms & Conditions of GST enclosed with this tender as follows:

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- I. GST shall be payable extra as quoted and agreed as per GST Laws.
- II. In case of purchases of goods/services from unregistered dealers under GST Laws, GST will be paid by MDL under reverse charge mechanism.
- III. Benefits from reduction in rate of tax/ITC is required to be passed on to consumer. Where "applicable GST" has been quoted as extra, Goods and service providers (except unregistered 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.
- IV. If the vendor is registered under GST, vendor shall mention the HSN code for goods and/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 and/or services is that of the vendor. MDL shall not be responsible for any error in HSN code for goods and/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.
- V. 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.
- VI. 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.
- VII. 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).
- VIII. If the vendor is registered under GST, vendor shall file all applicable returns under GST Laws in the stipulated time and 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 and complied by the supplier/contractor with the requirement of GST along with satisfactory evidence.
- IX. 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 and duties. The item-wise rates (Inclusive of packing forwarding, freight & insurance) quoted in the rate sheet should exclude taxes and 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 (Inclusive of packing forwarding, freight & insurance).

**14. TERMS OF PAYMENT:** 100% Payment for the value of services as reduced by any deductibles and/or the amount leviable towards liquidated damages, if any and after including statutory taxes, duties and levies as applicable may be payable through RTGS/NEFT within 15 days for actual quantities of work executed and on submission of relevant documents i.e. Tax Invoice in triplicate to Invoice Receipt Section along with work completion certificate (SAP Service Entry Sheet copy) duly certified by Chief Manager or above of USER department.

- i) No advance will be paid in any manner against the Contract.
- ii) WCC should confirm that work is completed in time and in case of delay the duration shall be certified to effect recovery from invoice.
- iii) WCC shall be issued within 10 days along with SAP entry by user department of MDL on completion of work progressively.
- iv) In case of failure to rectify short fall in invoice within 2-3 days, the same shall be returned.
- v) As per latest GST Rules, from 1st August 2023, Vendors, whose aggregate turnover in any preceding financial year from 2017-2018 onwards, exceeds Rs. 5 Cr as per GST act, will have to issue e-Invoice with a QR code and Invoice Registration No.(IRN). 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.
- vi) However, 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 Enterprises who have Udyam Registration No, (URN) as their turnover is less than 5 Cr.
- vii) Wherever GST is applicable, 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".
- viii) "Alternate MSME vendor payment through TReDS: "TReDS is a digital platform to help MSMEs to address their financial needs for facilitating the financing of trade receivables from buyers, through multiple financiers. TReDS is governed by the Reserve Bank of India under the Payment and Settlement Systems Act, 2017 and the Factoring Regulations Act, 2011. Under the TReDS initiative, at present, RBI has given licenses to three participants (A.TREDS Ltd, RXIL, M1 Xchange).

MDL is registered for TReDS online platform with A.TREDS Ltd, and M1Xchange to facilitate payments to MSMEs through TReDS. At TReDS, auctioning of invoices at competitive and transparent environment is done by financiers based on Buyer's credit profile.

MSE bidders desirous to receive payments through TReDS platform may avail the facility if they are already registered on TReDS platform or by registering on any one of the service provider. MSE bidders upon successful delivery shall submit their invoices along with the mandated enclosures at MDL, central receipt section. MSE vendors, desirous to receive payments through a particular TReDS platform must submit their TReDS details along with the invoice at MDL, central receipt section. Upon receipt and acceptance of the supplied material and receipt of invoices with the mandated enclosures, MDL shall process the invoice for payment on that particular TReDS platform. Any unfinanced invoices / invoices of MSE bidders seeking payment from MDL directly shall be processed as per the standard payment terms agreed in PO / contract.

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.

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

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. SITE VISIT FOR QUOTING:**

Prior to submission of your quotation, bidders are requested to visit the site and if any clarification is required bidders may contact Mr. Alok Tarwey, DM (MTC-EY) on 022-23763656, email: [atarwey@mazdock.com](mailto:atarwey@mazdock.com). or Mr. M K Ashraf, AGM (MTC-EY) on 022-3665, email: [mkashraf@mazdock.com](mailto:mkashraf@mazdock.com).

**16. MODIFICATIONS TO THE BIDS:**

Bidder will not be allowed to bid after the closing time is over. Bidder can change the submitted bid any Time till the closing time through e-portal only and the last changed bid will be considered for ranking of the bids.

**17. PERFORMANCE SECURITY (PERFORMANCE BANK GUARANTEE CUM SECURITY DEPOSIT):** Not Applicable

**18. GUARANTEE/WARRANTY:**

If any item or component was found defective during Preventive / Break down maintenance, the same has to be replaced by the contractor at actual. If the item is available with MDL, the same will be issued for fitment of it. Tentative list of spare parts required during contract period and quantity is attached along with Scope of Work. Warrantee for supplied spares will be for one year after fitment.

Guarantee of one year to be given for satisfactory performance of supplied and installed items/system. During warranty any parts/items supplied by the party have to be repaired/replaced free of cost if found defective.

**19. LIQUIDATED DAMAGES/PENALTY:**

Time is an important factor in the contract therefore the firm has to attend the breakdown call within 24 hours after intimation by phone or email.

1. In case of delay beyond 24 hours not attributable to purchaser, the contractor shall pay
  - (i) Rs. 300 per day for 25-72 Hours.
  - (ii) Rs. 500 per day for 73-96 Hours.
  - (iii) Rs. 1000 per day for 97 Hours onwards with the maximum deduction of 5% of quarterly invoice value.

2. If the defect rectification involves supply of spares, then the delivery period of required spares is to be mutually agreed (Maximum 04 weeks). Any delay beyond this agreed delivery period will attract a penalty of 0.5 % per week with the maximum deduction of 5% invoice value.

**20. INSPECTION:**

Inspection will be done by Maintenance Department, MTC-EY of MDL. Any objection raised by MDL inspection team against quality of service shall be satisfactorily corrected by the contractor at his expenses including replacement as may be required.

**21. FREE ISSUE MATERIAL(FIM):** Not Applicable.

**22. LOADING CRITERIA:**

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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:

- (a) It is desirable that the bidder accepts the Payment Terms indicated in clause 14 above. Varied payment terms quoted by bidders as compared to the terms stated in the Tender document shall be normalized by adopting the Prime Lending Rate of State Bank of India plus 2% thereon on the amount (s) at variation and / or for the period (in no. of days) at variation (For Indigenous bidder) and LIBOR / EURIBOR rates plus 2 % or 6% whichever is higher in case of foreign bidders.
- (b) 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.
- (c) Deviations sought in respect of Liquidated Damages (L D) 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.
- (d) Deviations in respect of the period of Warranty / Guaranty shall be loaded to the quoted price @ 0.25% per month or part thereof, if the period under variation does not lead to Bid rejection criteria. This does not arise if the bidder quotes additional price for the differential period.

**23. RANKING OF BIDS & DETERMINATION OF L-1 BIDDER:**

Lowest bidder (L1) will be determined on the basis of Grand total quoted price of total quantity of all items (exclusive of GST) of the entire Rate Sheet considering 25% quantity of spare parts i.e (Entire quantity of All items of Illustrative Rate sht 1,2,3 +25% quantity of all items of Illustrative Rate Sheet 4). The lowest bidder (L1) will be considered for further processing for placement of order.

On-line Ranking visible to the bidders after opening price bid is without loading parameters. However, the Overall L1 bidder will be evaluated offline after applying all applicable loading parameters as mentioned in the tender document and commercial terms. Taxes are excluded for the purpose of ranking of price bids to determine L1 Bidder. There may arise a situation where overall cost (inclusive of taxes) of services and 25% of spare parts by the adjudged L1 bidder may be higher compared with any other bid(s) depending on the tax structure. Therefore, the adjudged L1 bidder has to reduce the price to make it competitive both before including taxes and after including taxes. If the adjudged L1 bidder does not agree to reduce the price to make it competitive after including taxes, then the next lowest ranked bidder will be given the opportunity in the order of ranking so that procurement is competitive.

**Note:** 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.

**24. FREAK LOW QUOTES:**

If the L-1 quote is substantially lower than estimate or NLPP, the placement of order in such cases, results into either non-performance of the vendor or delayed performance or cancellation of orders at the risks and costs at so belated stage that the adverse effect of this has already occurred on project schedule. If the quoted L-1 rate is less than Cost Estimate /

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NLPP by more than 40% w.r.t. Cost Estimate / NLPP and if the quoted L-1 rate is less than L2 by more than 30% w.r.t. L2 then such quote is to be treated as freak low quote. Necessary commercial action will be taken best suited to MDL.

**25. HINDRANCE REGISTER:**

All hindrances with date of occurrences and removal shall be noted in the Hindrance Register. The Hindrance Register shall be signed by the representatives of both MDL (CM or above) as well as Contractor. Executive in the rank of Chief Manager and above shall be the nodal executive of the User Department.

The Hindrance register shall document the following aspects post placement of the PO/contract:

- (a) Reasons for the delay vis-à-vis the mutually agreed schedule (Hindrance) viz. 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, any other relevant reason.
- (b) Source for the delay (Attributability) viz. Delinquent vendor, Contractor, MDL, TPI/Customer (Navy), Specialists, Inspection Agency like DQA(N) or equivalent, any other agency.
- (c) All the hindrances with date of occurrence and removal are to be noted in the hindrance register. Hindrance register will be signed by both the parties i.e. User Department and Contractor. Executive in the rank of CM and above in case of MDL, the nodal executive of the User Department and Site-In-Charge of the supplier or their authorized signatories are only authorized to sign the hindrance register. In case of goods/supply orders, correspondence done with supplier/ customer shall be recorded by Commercial/Materials Department in the Hindrance Register.
- (d) The contractor may also record their observations in the Hindrance register. Any objections raised by the contractor should be promptly attended to and resolved without any delay.
- (e) In case the contractor has a different opinion for hindrance and a dispute arises, then the matter shall be referred to the next higher authority and the decision to be communicated within 15 days. The decision of the next higher authority in case of dispute in respect of hindrances during the course of executing an order/contract shall be final and binding on the contractor.
- (f) In case MDL is unable to remove hindrance immediately, and if it is likely to take some time, the contractor shall be informed accordingly by the User. In such cases the contractor may reduce manpower deployed on the work. Under no circumstances, contractor should be paid for idle manpower.

**26. PUBLIC GRIEVANCE CELL:**

Public Grievance Cell headed by Shri R R Kumar, ED (EY-PROD), D2- Building, 4th floor, East Yard, MDL has been set up in the Company. Members of public having complaints or grievances are advised to contact him on Wednesday between 10.00 hours and 12.30 hours in his office or send their complaints/grievances to him in writing for redressal his Telephone No. is 022- 23763512.

**27. OFFICIAL SECRETS ACT 1923:**

The Contractor shall also abide all statutory requirements, Official Secrets Act 1923, Security & Safety regulations, etc. as per references, which are part of this Tender & also adhere to the health, safety and environment norms, equipping their personnel with suitable safety gears, Personal Protective Equipment (PPEs), etc.

**28. RESTRICTIONS UNDER RULE 144(XI) OF GENERAL FINANCIAL RULES GFRS, (2017) AS PER DIRECTIVES F NO. DPE/7(4)/2017-FIN DTD 24.02.2023 & ORDER NO F.7/10/2021-PPD (1) DTD 23.02.2023:**

The Orders stipulate mandatory registration with competent authority and seeking certificate of compliance with this Order from the bidder from a country which shares a land border with India in the tender process. Exclusions from these restrictions have also been enlisted in the Order. The Competent authority for the purpose of registration under this Order shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT).

A bidder is permitted to procure raw material, components etc. from the vendors from countries which shares a land border with India. Such vendors will not be required to be registered with Competent Authority, as it is not regarded as "sub-contracting". However, if bidder has proposed to supply finished goods procured directly/ indirectly from the vendors from the countries sharing land border with India, such vendor will be required to be registered with the Competent Authority.

- 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.

"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.

- 28.2 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
- iii) An entity substantially controlled through entities incorporated, established or 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

- 28.3 The beneficial owner for the purpose of 28.3 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;
- (c) 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;

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- (d) 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;
  - (e) Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
  - (f) 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.
- 28.4 An Agent is a person employed to do any act for another, or to represent another in dealings with third persons.
- 28.5 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.
- 28.6 The registration shall be valid at the time of submission of bid and at the time of acceptance of bid.
- 28.7 If the bidder was validly registered at the time of acceptance/placement of order, registration shall not be a relevant consideration during contract execution.

**29. DECLARATION:**

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.

**30. NON ENGAGEMENT ON ENGAGEMENT OF EMPLOYEES OF OTHER CONTRACTORS:**

Contractors shall not engage employees of other contractors, presently working in MDL and recorded at Security Department. The contractor can engage such employees if other contractor gives no objection certificate for such engagement and cancel the name of such desirous employee from his roll and accordingly convey to the security. The contractor engaging such employee without permission is liable for penalty including termination of contract. Such penalty can also be imposed if it is observed that supervisors / workers deployed by contractors are not on their role as per statement submitted by him at Security.

**31. PUBLIC PROCUREMENT POLICY (Preference to Make in India) ORDER 2017:**

The Government of India has issued revised Public Procurement (Preference to Make in India) order 2017 on 19<sup>th</sup> 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:

**31.1 Aspects of 'Preference to Make in India':**

- (i) The tenders where 'Preference to Make in India' clause is applicable shall clearly mention tender conditions towards minimum local content, the margin of purchase preference and the procedure for 'Preference to Make in India' which shall not be varied during a particular procurement transaction.
- (ii) In order to make the above provisions in tender, it is required to understand the terminology / definitions used in the policy and make provisions as is applicable to a tender:

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- (a) “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:

- i) Imported items sourced locally from resellers/distributors shall be excluded from calculation of local content.
- ii) The license fees/royalties paid/technical charges paid out of India shall be excluded from local content calculation.
- iii) 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.
- iv) 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 break-up 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.
- v) For contract 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 local 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.
- (b) “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.
- (c) “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.
- (d) “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.

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- (e) “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.
- (f) “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 shall be 20% which is to be indicated in tender.

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.
- (g) “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.
- (h) “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.
- (i) “Works” means all works as per Rule 130 of GFR-2017 and will also include “turnkey works”, Engineering, Procurement and Construction (EPC) contracts.
- (j) “Services” includes System Integrator (SI) contracts among other services.

- (k) **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.

**31.2 Eligibility of Suppliers to Bid in a Tender:**

Both ‘Class-I local supplier’ and ‘Class-II local Supplier’ are eligible to bid in this procurement.

**31.3 Purchase Preference:**

- (i) 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:
- (ii) 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 |

- (iii) In the procurement of goods, services which are covered by para 31.2 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:

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

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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 Para 31.3(iii)(c) shall be followed.

- (c) If conditions mentioned in sub paras 31.3(iii)(a) and 31.3(iii)(b) 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.

**31.4 Minimum Local Content:** 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%.

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

- (i) Tenders shall solicit 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 and indicate its percentage in their offer which shall meet or exceed 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 chartered accountant (in respect of supplier other than companies) giving the percentage of local content.
- (iii) The bidder shall give 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 Rs. 10 crores, the contractor/supplier shall submit local content certification duly certified by cost/chartered accountant 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 time limit acceptable to the 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 value 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 in the tender that once the declaration / certification is committed at tender submission stage, the same

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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 para 31.8 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 Order 2017. The fees for filing a complaint under the order shall be INR 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 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 and 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.

**31.6 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 31.3.

**31.7 Price Negotiation & Contract Placement:**

- (i) MDL has right to negotiate with L1 bidders on the quoted prices as specified in the extant Purchase Manual. 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" 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" from statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered 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 and 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 and external experts for independent verification of self-declarations and auditor's / accountant's certificates on random basis and in the case of complaints.

**31.8 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.
- (iii) HoD(M) shall be the MDL Nodal Executive for Public Procurement (Preference to Make in India) Order 2017 for all correspondence with Member - Convener of the Standing Committee constituted under said Order, Nodal Ministry and MoD for sending information on debarment of bidders due to false declaration.

**32. OPTION CLAUSE:**

The Purchaser reserves 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).

**33. NON DISCLOSURE AGREEMENT:** Not applicable.

**34. BOOK EXAMINATION CLAUSE:** Not applicable.

**35. OFFSET POLICY:** Not applicable.

**36. WORKING ON MDL HOLIDAYS:**

Contractor shall be required to follow appropriate Security Clearance Procedure as per MDL Standard Terms and laid down practice during the execution of the above work inside MDL premises. Contractor shall also have to ensure that personnel deployed in connection with entrusted work will not indulge in any activities other than the duties assigned to them. They are required to have all the required documents to get the security passes. Request for permission for working on Saturday / Sunday / holidays if required, should be submitted 02 working days prior to the date of holiday, to Personnel department and Security through concerned Dept.

**37. TERMINATION & RISK PURCHASE:**

If the equipment / article / service or any portion thereof be not delivered/ performed by the scheduled delivery date/ period, any stoppage or discontinuation of ordered supply / awarded contract without written consent by Purchaser or not meeting the required quality standards the Purchaser shall be at liberty, without prejudice to the right of the Purchaser to recover Liquidated Damages / penalty as provided for in these conditions or to any other remedy for breach of contract, to terminate the contract either wholly or to the extent of such default. Amounts advanced or part thereof corresponding to the undelivered supply shall be recoverable from the Contractor / Bidder at the prevailing bank rate of interest.

The Purchaser shall also be at liberty to purchase, manufacture or supply from stock or utilize the services as it deems fit, other articles of the same or similar description to make good such default and or in the event of the contract being terminated, the balance of the articles of the remaining to be delivered there under. Any excess over the purchase price, cost of manufacture or value of any articles supplied from the stock, as the case may be, over the contract price shall be recoverable from the Bidder / Contractor.

**38. CONFLICT OF INTEREST AMONG BIDDERS:**

Bidders having a conflict of interest shall not be eligible to participate in the tender process unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Procuring Entity throughout the Tender process and execution of the Contract. The bidder shall be considered to have a conflict of interest in this tender process and execution of the resultant contract in the following situations: -

- a) If its personnel have a close personal, financial, or business relationship with any personnel of the procuring entity who are directly or indirectly related to the procurement or execution process of the contract, which can affect the decision of the procuring entity directly or indirectly,
- b) The bidder (or his allied firm) provided services for the need assessment/ procurement planning of the Tender process in which it is participating,
- c) A Principal can authorize only one agent, and an agent should not represent or quote on behalf of more than one Principal. However, this shall not debar more than one Authorised distributor (with/ or without the OEM) from quoting equipment manufactured by an Original Equipment Manufacturer (OEM) in procurements under a Proprietary Article Certificate or
- d) A bidder participates in more than one bid in this tender process. Participation in any capacity by a Bidder (including the participation of a Bidder as a partner/ JV member or sub-contractor in another bid or vice-versa) in more than one bid shall result in the disqualification of all bids in which he is a party. However, this does not limit the participation of an entity as a sub-contractor in more than one bid if he is not bidding independently in his own name or as a member of a JV.

**39. 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. 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.

**40. BREACH OF OBLIGATION CLAUSE WITH RESPECT TO BID SUBMITTED:**

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,

- i) Bidder has withdrawn / modified / amended / impaired / derogated from the tender during the period of bid validity.
- ii) Bidder fails or refuses to execute the contract upon notification of acceptance of bid by MDL during the period of bid validity.

**41. INSTRUCTIONS TO THE BIDDERS:**

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

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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.

**41.1 Submission of bids against e-Tenders:** The bidder is required to quote online on the e-Procurement website ([www.eprocuremdl.nic.in](http://www.eprocuremdl.nic.in)) by the deadline, by submitting the Techno-commercial Bid & Price Bid in Electronic format only. The prices/quotes & a few declarations shall have to be entered/uploaded by the bidder online in the Tender's entry forms & other bid documents' scanned /soft copies shall have to be uploaded as part of the bid. All bids should be digitally signed using DSC (as explained below).

**41.2** To be able to participate in e-Tender (s), every bidder must register themselves on the ASP's website (*registration is free of cost*) & must possess a legally valid Class-IIIB or above Digital Signature Certificate (DSC) (*also known as Class-III B or above DSC with encryption & signing authority*) as per IT Act-2000, using which they can sign their electronic bids. The DSC can be procured from any Certifying Authority (CA) authorized by Controller of Certifying Authorities (CCA) of Govt. of India.

**41.3** National Informatics Centre (NIC) has been appointed by MDL as the Application Service Provider (ASP).

**41.4** In order to familiarize prospective bidders to e-tendering / e-procurements other aspects, etc. Online User Manual is available on the website for the guidance of users & for participating in the e-Procurement/ e-Tendering, the bidder must ensure having the requisite (IT) infrastructure at their office premises.

**41.5** In case of any difficulty during online submission of offer on e-procurement portal maintained by NIC, bidders are requested to contact toll free customer help line no 0120-4200462, 120-4001002 of e-procurement portal <http://eprocuremdl.nic.in>

**41.6** 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.

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

**41.8** All bidders are requested to get their technical queries, if any, clarified in advance (3 days in advance to tender closing date) before bidding to avoid last minute delay. For any technical clarification, bidders are requested to contact Mr. Kailash Shende, DGM(OTS-YS) on 022-23763080 (email id: [kshende@mazdock.com](mailto:kshende@mazdock.com)).

**41.9** 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.mazdock.com](http://www.mazdock.com) Shipbuilding → Outsourcing → Tenders.

**41.10** Bids received against online participation shall only be accepted. Bids submitted in any other mode will not be considered.

**41.11** MDL bidder's earlier quoted for MDL tender on website <https://mdl.eprocure.in> have to register again (free of cost) on website <https://eprocuremdl.nic.in>.

**41.12** Successful bidder on placement of order shall get registered with MDL within one month.

**41.13** The contractor has to abide by all statutory requirements and submit the proof when called for. Any penalty levied on MDL due to contractor's failure to abide by statutory requirement shall be recoverable from the contractor.

**41.14** General Conditions of Contract (GCC) and Official Secret Act 1923 shall be integral part of tender.

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**41.15** You shall follow all labor laws and minimum wages as per Factory Act. Bids received from firms declared as black listed by MDL / other government organizations or / PSUs or firms that have been issued tender holiday will not be considered for this tender.

**41.16** The contractor has to abide by rules of Statutory Compliance while engaging sub-contract employees/outsourced manpower at MDL and its unit (Ref. **Annexure-I**).

**41.17** The contractor has to abide the ‘Safety Instructions for Sub-Contractors’(Ref. **Annexure-II**).

**42.** Bidders are required to register themselves with Government e-Marketplace (GeM) on <https://gem.gov.in>. The bidders must provide GeM Seller ID prior to placement of order.

**43.** In the event of placement of order on unregistered vendor, the firm shall apply for registration through Mr. V. B. Wakchaure, Outsourcing dept., Tel. No. 23763350, within one month from placement of order.

**44.** MDL reserves the right to consider placement of Order / Contract in part or in full against the tendered quantity or reject any or all tenders without assigning any reason.

We look forward to receive your most competitive and reasonable offer against this tender.

Yours faithfully,

For MAZAGON DOCK SHIPBUILDERS LIMITED,

DGM (OUTSOURCING)

(Mr. Kailash Shende)

Contact: 022- 2376 3080

**Enclosures to the Tender**

|              |  |
|--------------|--|
| Enclosure –1 | Scope of Work  |
| Enclosure –2 | Illustration of Rate sheet Format  |
| Enclosure –3 | Tender Terms & Conditions (TEF) Acceptance Form  |
| Enclosure –4 | General Conditions of Contract (GCC) Acceptance Form   |
| Enclosure –5 | RTGS/NEFT – Mandate Authorization Form   |
| Enclosure –6 | Declaration Certificate for Local Content  |
| Enclosure –7 | Compliance Certificate w.r.t. Land Border Clause   |
| Enclosure –8 | Extract of provisions of the official Secret Act, 1923   |
| Enclosure –9 | Declaration for Conflict of Interest   |
| Annexure-I   | Statutory Compliance while engaging sub-contract employees/outsourced manpower at MDL and its unit |
| Annexure-II  | Safety Instruction for Sub-Contractors   |
| Annexure-III | General Conditions of Contract (GCC) for Goods and Services  |


**References:** Terms & Conditions (Available on MDL Website - [www.mazagondock.in/](http://www.mazagondock.in/) →Tenders →Shipbuilding→ Outsourcing

**SCOPE OF WORK**

**RENEWAL OF FIRE ALARM SYSTEM OF SSA ADMIN BLOCK AND BIENNIAL NON COMPREHENSIVE MAINTENANCE CONTRACT**

**(I) SUPPLY OF MATERIAL, INSTALLATION AND COMMISSIONING:**

1. The Firm has to supply 02 conventional Fire Alarm Panel (8 zone), replace the 02 existing panels (M/s Devi make), install and commission the new panels.
2. The Firm has to check complete cabling and fire sensors of the existing Fire Alarm System. The defective sensors and damaged cables are to be replaced with new sensors and cable as and where required. Where ever required damaged cable to be replaced with new cable. The firm has to provide one-year warranty for all new panels and sensors.
3. The Firm is responsible to carry out complete installation and commissioning of the new Fire Alarm Panels to the satisfaction of the user department.
4. After commissioning of New Fire Alarm system, the Firm will be responsible to maintain the system and ensure that system is operational / trouble free for a period of 02 years post installation & commissioning.
5. The firm to provide a basic list of spare parts and accessories with price list which may be required during AMC.
6. Post commissioning of the system the Firm will provide all updated relevant drawings, documents with details specification of the installed system. Firm will also give training to 08 electricians at MDL on maintenance and operation of the Fire Alarm System.
7. Duration of work completion shall be 10 weeks from the date of the work order issued.
8. Any other activities which are not mentioned in this specification but required for successful installation, testing and commissioning of fire warning system shall be in contractor's scope.
9. Firm should arrange all required tools for installation of Fire Detection System.
10. Any civil work if required to be carried out for installation of Fire Detection System will be in firms' scope.
11. Guarantee of one year to be given for satisfactory performance of supplied and installed items/system. During warranty any parts/items supplied by the party have to be repaired/replaced free of cost if found defective.

  
आलोक तर्वे  
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DEPUTY MANAGER (MTC-EY)  
माझगांव डॉक शिपबिल्डर्स लिमिटेड  
MAZAGON DOCK SHIPBUILDERS LIMITED

  
अलेक पी अंटेनियो मोंटेरियो  
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12. Post commissioning of new Fire Alarm Panels at SSA Admin Block, it will be in Biennial Maintenance Contract starting from the day of commissioning. The firm will carry out preventive maintenance and breakdown maintenance of the system as per terms and conditions as agreed in the biennial maintenance contract.

## (II) PREVENTIVE MAINTENANCE:

1. The Firm has to visit the MDL site in first month of every quarter and test the system for operational availability. Vendor shall submit Form B (Fire Prevention and Life safety measures) for SSA building in every 6 months.
2. The firm has to carry out proper cleaning of Main fire panels which involves changing of Ventilation filters and use of Electronic component spray for maintaining clean PCBs. He has to carryout cleaning of sensors, testing and inspection of complete Fire Alarm System.
3. Intimate In-charge of floor before testing the system to avoid panic during testing.
4. After testing cleaning of the sensor shall be carried out.
5. In each quarterly visit vendor has to carry out, visual check of each detector. Cleaning of smoke/heat detector (removal of dirt, if any). Actuation of smoke detector by turn at least one detector in each floor to be subjected to test.
6. Check the healthiness of batteries, replace if required.
7. Check that the system operates under mains failure condition by switching off the mains supply to main panel. Restore the main supply after test.
8. The Firm has to submit a test certificate every quarter indicating status of fire detection post preventive maintenance.

## (III) BREAKDOWN MAINTENANCE:

1. Whenever the breakdown occurs, MDL will intimate vendor through email or telephone and vendor has to arrange visit of technician within 24 Hrs to attend the fault. There will no extra charge to attend defects/breakdowns during the contract period but charges for spares will be paid according to PO order.
2. The firm is responsible for providing ladders, safety belts, safety shoes, safety helmets and safety gloves to his workmen for accessing fire detectors which are placed on HIGH ceilings.

  
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**(IV) ADDITIONAL (IF REQUIRED).**

1. Firm has to provide support for removal/refitting of detectors or any component of Fire Alarm System whenever any renovation of any cabin or any such area where system is installed, however extra manpower support in form of riggers will be of MDL responsibility.
2. If there are any changes/ addition/deletion in the system drawings it has to be carried out with prior discussion and approval of the east yard maintenance department.
3. Proper record of services and service reports should be maintained by the firm including breakdown call, spares used / consumed.
4. Only qualified personnel should be engaged to carry out the services (Preventive maintenance & Breakdown maintenance). Vendor should carry out the work in accordance to applicable Indian Standards.
5. Necessary entry passes to enter in the yard must be made by the firm through MDL security department within 15 days on placement of Purchase Order and to be renewed regularly as and when necessary during the contract period. The firm will carry out PVR (Police verification) of all his workmen.
6. The system shall be kept in fully working condition till completion of the contract and the firm will hand over the system in fully functional condition on completion of the contract.
7. The demonstration drill of the working of the system shall be given in each quarter as and when desired by the Officer-in-charge (Fire and Maintenance Dept. Officer) or as per their direction.

**(V) PENALTY:**

Time is an important factor in the contract therefore the firm has to attend the breakdown call within 24 hours after intimation by phone or email.

1. In case of delay beyond 24 hours not attributable to purchaser, the contractor shall pay
  - (i) Rs. 300 per day for 25-72 Hours.
  - (ii) Rs. 500 per day for 73-96 Hours.
  - (iii) Rs. 1000 per day for 97 Hours onwards with the maximum deduction of 5% of quarterly invoice value.
2. If the defect rectification involves supply of spares, then the delivery period of required spares is to be mutually agreed (Maximum 04 weeks). Any delay beyond this agreed


  
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delivery period will attract a penalty of 0.5 % per week with the maximum deduction of 5% invoice value.

(VI) **GENERAL:**

1. The vendor shall comply with all relevant acts of Central or State Government. All standards, technical specifications and codes of practice referred shall be latest edition including all applicable official amendments and revisions. The contractor shall make available at site hard copies of all Standard Codes of practice as applicable.
2. Wherever Indian Standards do not cover some particular aspects of design/construction, relevant International Standard shall be referred to. The contractor shall make available at site such standard codes of practice.
3. In case of discrepancy in reference to Standard Codes of Practice, the order of precedence shall be BIS, IRC, BS, ASTM, DIN.
4. Vendor shall also comply to-
  - (i) Factories Act 1948
  - (ii) Minimum Wages Act 1948
  - (iii) Payment of wages Act 1936
  - (iv) Industrial dispute Act 1947
  - (v) Workmen's compensation Act 1923
  - (vi) Employees State Insurance Act 1948
  - (vii) Contract labour (regulations & Abolition) Act 1970
  - (viii) Any other act applicable during execution of contract.
5. Firm should submit all the records of preventive Maintenance, Breakdown Maintenance and replaced spares to EY -MTC quarterly for work completion Certificate for payment purpose.

  
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**Blank Rate Sheet**

Tender Inviting Authority: GM (OTS)

Name of Work: Renewal of Fire Alarm System at SSA Admin Block and Biennial Non-Comprehensive Maintenance Contract.

Tender No: 6000001713

Bidder Name :

**BLANK RATE SHEET**

| NUMBER # | TEXT #  | B        | C     | D           | E   | F                         |
|----------|---|----------|-------|-------------|---|---------------------------|
| Sr. No.  | Item Description  | Quantity | Units | SAC/HSN No. | Confirm Unit RATE In Figures are quoted by the Bidder Quoted / Not Quoted | Applicable GST percentage |
| <b>1</b> | <b>For NEW SUPPLY</b>   |          |       |             |   |                           |
| 1.01     | Supply, Installation, Testing & Commissioning of new conventional Fire Alarm System (Main HMI Panel comprising of 8 Monitoring Zones) with one year warranty for SSA admin Block. | 2        | Nos   |             |   |                           |
| 1.02     | Supply, Installation, Testing & Commissioning of new Smoke Detector   | 20       | Nos   |             |   |                           |
| 1.03     | Supply, Installation, Testing & Commissioning of new MCP (Manual Call Point )   | 10       | Nos   |             |   |                           |
| 1.04     | Supply, Installation, Testing & Commissioning of of Hooter  | 4        | Nos   |             |   |                           |
| 1.05     | Supply, Installation, Testing & Commissioning of 12V 7AH Battery for Fire panel   | 4        | Nos   |             |   |                           |
| <b>2</b> | <b>For CHECKING OF EXISTING SYSTEM</b>  |          |       |             |   |                           |
| 2.01     | Dismantling, of old Fire alarm panels at SSA Admin Building   | 2        | Nos   |             |   |                           |
| 2.02     | Checking of all existing cabling and detectors (180 Nos) of the firealarm system this includes continuity checks. Replacement of defective detectors with new sensors             | 2        | AU    |             |   |                           |
| 2.03     | Supply and replacement cost per mtr for faulty FRLS cable   | 1        | Mtr   |             |   |                           |
| <b>3</b> | <b>For NON COMPREHENSIVE BIENNIEL MAINTENANCE CONTRACT</b>  |          |       |             |   |                           |
| 3.01     | Non Comprehensive Maintenance contract for 02 years. Periodic (Quarterly Once) preventive maintenance and breakdown maintenance of Fire Alarm System at SSA Admin Block.          | 8        | Nos   |             |   |                           |
| <b>4</b> | <b>For SPARES FOR NON COMPREHENSIVE MAINTENANCE CONTRACT</b>  |          |       |             |   |                           |
| 4.01     | Supply of 08 Zone Conventional Fire Alarm Panel   | 1        | Nos   |             |   |                           |
| 4.02     | Supply of Smoke Detector  | 1        | Nos   |             |   |                           |
| 4.03     | Supply of Heat Detector   | 1        | Nos   |             |   |                           |
| 4.04     | Supply of Hooter cum Strobe   | 1        | Nos   |             |   |                           |
| 4.05     | Supply of Manual Call Point   | 1        | Nos   |             |   |                           |
| 4.06     | Supply of 12V 7AH Battery   | 1        | Nos   |             |   |                           |
| 4.07     | Supply and fixing of FRLS cable per mtr   | 1        | Mtr   |             |   |                           |

**TEF Acceptance Format**

To,  
Mazagon Dock Shipbuilders Limited

Tender Enquiry No..... Date: -.....

| TEF Clause No. | Bidder's Remark | TEF Clause No. | Bidder's Remark | TEF Clause No. | Bidder's Remark |
|----------------|-----------------|----------------|-----------------|----------------|-----------------|
|                | Acc. / Dev.     |                | Acc. / Dev.     |                | Acc. / Dev.     |
| 1              |                 | 17             | Not applicable  | 33             | Not applicable  |
| 2              | Not applicable  | 18             |                 | 34             | Not applicable  |
| 3              | Not applicable  | 19             |                 | 35             | Not applicable  |
| 4              |                 | 20             |                 | 36             |                 |
| 5              | Not applicable  | 21             | Not applicable  | 37             |                 |
| 6              |                 | 22             |                 | 38             |                 |
| 7              |                 | 23             |                 | 39             |                 |
| 8              |                 | 24             |                 | 40             |                 |
| 9              | Not applicable  | 25             |                 | 41             |                 |
| 10             | Not applicable  | 26             |                 | 42             |                 |
| 11             |                 | 27             |                 | 43             |                 |
| 12             |                 | 28             |                 | 44             |                 |
| 13             |                 | 29             |                 |                |                 |
| 14             |                 | 30             |                 |                |                 |
| 15             |                 | 31             |                 |                |                 |
| 16             |                 | 32             |                 |                |                 |

Company's Name &Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature:

Date:

Name:

Designation:

Bidder's Company Seal:

**NOTES:**

1. Bidder(s) should carefully read the Terms & Conditions of the Tender Enquiry Form (TEF) prior to filling up this acceptance format.
2. This format should be properly filled, signed and returned by the bidder(s) along with their technical offer for considering their Bid.
3. Bidder(s) should indicate "ACC" for Accepted, "DEV" for Deviation Taken for each clause number in the above table.
4. 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.
5. Clause numbers shown in the above format also includes the sub-clauses under these clauses.

**GCC Acceptance Format**

To,  
Mazagon Dock Shipbuilders Limited

Tender Enquiry No..... Date: -.....

| GCC Clause No. | Description                                  | Bidder's Remark | GCC Clause No. | Description   | Bidder's Remark |
|----------------|--|-----------------|----------------|---|-----------------|
|                |  | Acc. / Dev.     |                |   | Acc. / Dev.     |
| 1.             | TENETS OF INTERPRETATION                     |                 | 21.            | PATENT RIGHTS   |                 |
| 2.             | LANGUAGE OF CONTRACT                         |                 | 22.            | AGENTS/AGENCY COMMISSION  |                 |
| 3.             | GOVERNING LAWS AND JURISDICTION              |                 | 23.            | USE OF UNDUE INFLUENCE / CORRUPT PRACTICES                        |                 |
| 4.             | CONFIDENTIALITY, SECRECY AND IPR RIGHTS      |                 | 24.            | IMMUNITY OF GOVERNMENT OF INDIA CLAUSE                            |                 |
| 5.             | PERMITS, APPROVALS AND LICENSES              |                 | 25.            | EXPORT LICENCE  |                 |
| 6.             | TRANSFER OF TITLE OF GOODS                   | Not applicable  | 26.            | BANNED OR DE-LISTED CONTRACTORS / SUPPLIERS                       |                 |
| 7.             | EXTENSION OF DELIVERY PERIOD                 | Not applicable  | 27.            | DUTY OF PERSONNEL OF SUPPLIER/CONTRACTOR                          |                 |
| 8.             | DEFAULTS, BREACHES & TERMINATION OF CONTRACT |                 | 28.            | DISPUTE RESOLUTION MECHANISM AND ARBITRATION                      |                 |
| 9.             | CLOSURE OF CONTRACT                          |                 | 29.            | JURISDICTION OF COURTS  |                 |
| 10.            | COMMUNICATION AND LANGUAGE FOR DOCUMENTATION |                 | 30.            | CONTRACT LABOUR (REGULATION AND ABOLITION) ACT 1970               |                 |
| 11.            | PRESERVATION AND MAINTENANCE                 | Not applicable  | 31.            | MINIMUM WAGES ACT   |                 |
| 12.            | FREIGHT AND INSURANCE.                       | Not applicable  | 32.            | BONUS ACT   |                 |
| 13.            | DEMURRAGE                                    | Not applicable  | 33.            | FACTORIES ACT   |                 |
| 14.            | CANCELLATION OF TENDER                       |                 | 34.            | EMPLOYEES' PROVIDENT FUNDS AND MISCELLANEOUS PROVISIONS ACT, 1952 |                 |
| 15.            | PURCHASER'S PROPERTY                         |                 | 35.            | EMPLOYEES' STATE INSURANCE ACT                                    |                 |
| 16.            | REJECTION OF MATERIALS                       | Not applicable  | 36.            | SAFETY  |                 |
| 17.            | RECOVERY-ADJUSTMENT PROVISIONS               |                 | 37.            | POLICE VERIFICATION OF EMPLOYEES                                  |                 |
| 18.            | INDEMNIFICATION                              |                 | 38.            | FORCE MAJEURE   |                 |

|     |  |  |     |  |  |
|-----|--|--|-----|--|--|
| 19. | TRANSFER OF SUPPLIERS /<br>CONTRACTOR'S RIGHTS |  | 39. | CODE OF INTEGRITY IN<br>PUBLIC PROCUREMENT |  |
| 20. | SUBCONTRACT AND RIGHT<br>OF PURCHASER          |  |     |  |  |

Company's Name &Address:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature:

Date:

Name:

Designation:

Bidder's Company Seal:

**NOTES:**

1. Bidder(s) should carefully read the General Conditions of Contract (GCC) for items and services prior to filling up this acceptance format.
2. This format should be properly filled, signed and returned by the bidder(s) along with their technical offer for considering their Bid.
3. Bidder(s) should indicate "ACC" for Accepted, "DEV" for Deviation Taken for each clause number in the above table.
4. 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.
5. GCC Clause numbers shown in the above format also includes the sub-clauses under these clauses.



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.**

**Note:** Based on the Illustrative Format as above, the concerned Dealing Officer / HOD(C) may formulate / design the required forms / documents / tender enquiries / registers / GCC / proformas to suit to the requirements on case to case basis in line with the corresponding articles in Purchase Manual Volume-I.

**DECLARATION CERTIFICATE FOR LOCAL CONTENT**  
**(Tender value Less than Rs 10 Crores)**

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 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 |
|-------------------|-------------------------------------|----------------------------------|
|                   |                                     |                                  |
|                   |                                     |                                  |

***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 16.09.2020 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. 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**



**Declaration by bidder for RESTRICTIONS UNDER RULE 144(XI) OF GENERAL FINANCIAL RULES GFRS, (2017) AS PER DIRECTIVES F NO. DPE/7(4)/2017-FIN DTD 24.02.2023 & ORDER NO F.7/10/2021-PPD (1) DTD 23.02.2023**

(On bidder's Letter Head)

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.

I hereby certify that our Firm M/s..... fulfils all requirements in this regard and is eligible to be considered for procurement on GeM. [Where applicable, evidence of valid registration by the Competent Authority shall be attached along with this declaration as per the case]

Note – 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. MDL reserves the right to consider placement of Order / Contract or reject any or all tenders/Orders without assigning any reason.

COMPANY'S NAME & ADDRESS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SIGNATURE:

DATE:

NAME:

DESIGNATION:

BIDDER'S COMPANY SEAL:

**EXTRACT OF PROVISIONS OF THE OFFICIAL SECRETS 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.

**Note:** Based on the Illustrative Format as above, the concerned Dealing Officer / HOD(C) may formulate / design the required forms / documents / tender enquiries / registers / GCC / proformas to suit to the requirements on case to case basis in line with the corresponding articles in Purchase Manual Volume-I.

**Bidder's undertaking for conflicts of Interest**

I/We(Name).....  
.....in capacity of (Post/Designation) .....For  
M/s..... hereby confirm  
that we have read and understood the tender clauses related to "Conflicts of interests for bidders" and  
confirm that our Firm M/s..... is not in conflict of interest with other  
bidders/agents in any way.

COMPANY'S NAME & ADDRESS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SIGNATURE:

DATE:

NAME:

DESIGNATION:

BIDDER'S COMPANY SEAL:

**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 10<sup>th</sup> 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.

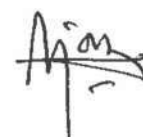
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### 1. Scope of Work:

- 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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| Sl. No. | Description of Activity           | PPE's & Other essential Safety accessories to be used   |
|---------|-----------------------------------|---|
|         |                                   | Board, Duck Ladder, Lifeline system etc.  |
| 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.

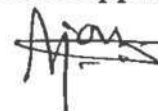
**4.2 Safety while Material Handling/Lifting and Turning:**

- 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.

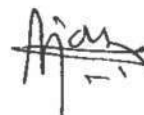


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- 4.3.3 All planks and other materials intended to be used for staging shall be carefully examined before being taken into use.
- 4.3.4 The Contractor shall ensure the use of sufficiently strong scaffolding with sufficiently strong hand railings during 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 Hand Tools and Power Tools:**

- 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 be 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.



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

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.



## **GENERAL CONDITIONS OF CONTRACT (GCC) FOR GOODS AND SERVICES**

The word 'Purchaser' refers to MAZAGON DOCK SHIPBUILDERS LIMITED, (MDL), a Company within the meaning of Companies Act, 2013 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.

Unless otherwise indicated specifically by the bidder / contractor in his bid, it shall be construed as his acceptance of all the conditions mentioned in this GCC.

### **1. TENETS OF INTERPRETATION (Applicable for Goods and Services)**

Unless where the context requires otherwise, throughout the contract:

- (a) The heading of these conditions shall not affect the interpretation or construction thereof.
- (b) 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.
- (c) Words in the singular include the plural and vice-versa.
- (d) 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.
- (e) 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.
- (f) Any reference to 'Goods' shall be deemed to include the incidental Works/ Services also.
- (g) Any generic reference to GCC shall also imply a reference to TEF as well.
- (h) In case of conflict, provisions of TEF shall prevail over those in GCC.
- (i) Any reference to 'Contract' shall be deemed to include all other documents (inter-alia GCC, TEF).
- (j) 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.
- (k) 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**

(a) 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.

(b) 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)**

### **(a) 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.

### **(b) 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.

### **(c) 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.

### **(d) Obligations of the contractor**

- (i) Without MDL's prior written consent, the contractor shall not use the information mentioned above except for the sole purpose of performing this contract.
- (ii) 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.
- (iii) 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.
- (iv) The obligation of the contractor under sub-clauses above, however, shall not apply to information that:
  - (aa) The contractor needs to share with the institution(s) participating in the financing of the contract;
  - (ab) now or hereafter is or enters the public domain through no fault of Contractor;
  - (ac) 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
  - (ad) otherwise lawfully becomes available to the contractor from a third party that has no obligation of confidentiality.
- (v) 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.
- (vi) 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 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)**

(a) 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 despatch 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 despatch or delivery or are in the course of transit from the contractor to the consignee or interim consignee, as the case may be. The Contractor shall alone be entitled and responsible for making claims against any carrier in respect of non-delivery, short delivery, mis-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.

(b) Provided that where, under the terms of the contract, the Goods are required to be delivered to an interim consignee for despatch 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)**

(a) 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.

#### **(b) Conditions for Extension of Delivery Period**

When the period of delivery is extended due to unexcused delay (Note: please ensure that unexcused delay is defined. Otherwise replace "unexcused delay" with the "delays attributable") by the contractor, the amendment extending the delivery period shall, inter alia, be subject to the following conditions:

##### **(i) 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.

##### **(ii) Denial Clause**

(aa) 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

(ab) 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.

(ac) 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.

##### **(c) 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 subcontractor, though their employment may have been sanctioned shall not be admitted as a ground 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)

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 shall 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 is wound up or ceases to otherwise trade or is unable to pay its debts as and when they fall due or is otherwise subject to any insolvency procedure.

(iii) If a receiver or similar official is appointed overall or any of the assets of the contractor or a petition is presented for its winding up or it entered into a composition with its creditors;

### **(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) Notice for Termination for Default: 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 initiated (viz. AIP/PR/Tender) within six months from the termination 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. (Note: deleted being contrary to law). (Note: No contractor would give security after the termination of the contract) 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 legal proceedings in a for the recovery of the losses and damages, 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)

**(a) 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.

**(b) 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 scrutinise 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 as amended from time to time and the rules thereunder.

MDL prefers to have arbitration through Institutes such as Indian Council of Arbitration (ICA)/ICA-DR, Mumbai Centre for International Arbitration, International Chamber of Commerce (ICC), Singapore International Arbitration Centre (SIAC) 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 LABOUR (REGULATION AND ABOLITION) ACT 1970 (Applicable for Services)**

Contractor / Bidder shall obtain licence under Section 12 and 13 of the Contract Labour (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 Labour (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

(a) under the Employees' Provident Funds and Miscellaneous Act, 1952,

(b) under the Family Pension Scheme, and

(c) 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 labour challans, E. S. I., P. F. – declaration forms, covering their labour 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 labourers 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 labourers. 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 colour 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 modernisation / 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.