Corrigendum in Tender No. GEM/2026/B/8046904

Subject	Annual Medical Examination under clause (c) of sub-section (1) of section 6 of Occupational Safety, Health and Working Conditions Code, 2020 For 2026

Sl. No	**SLA Clause No. & Buyer added bid specific ATC**	**Existing Clause**	**Revised Clause**
1.	Annexure A (Annual Medical Examination includes the following Tests and Examination)	**Annual Medical Examination includes the following Tests and Examination:** a) Complete Occupational History b) General Physical Examination (including skin examination) c) Pathology Investigations i. Complete Blood Count ii. ESR iii. BUN iv. Liver Profile – Serum Bilirubin, SGOT/SGPT v. Kidney Profile – Serum Creatinine vi. Urine – Routine & Microscopy vii. Blood Sugar Random viii. HbA1c ix. Sr. Calcium x. Sr. Phosphorus xi. Full Lipid Profile xii. Thyroid profile xiii. Radiology – X Ray Chest PA View d) Audiometry (for Hearing disorders) e) Lung Function test (Computerized) f) Vision Testing {Far/Near Vision, Color Vision (for Occupational Eye Disorders)} g) Occupational Health Report with certificate in Form-4 & Form-5.	**Annual Medical Examination includes the following Tests and Examination:** a) Complete Occupational History b) General Physical Examination (including skin examination) c) Pathology Investigations i. Complete Blood Count ii. ESR iii. BUN iv. Liver Profile – Serum Bilirubin, SGOT/SGPT v. Kidney Profile – Serum Creatinine vi. Urine – Routine & Microscopy vii. Blood Sugar Random viii. HbA1c ix. Sr. Calcium x. Sr. Phosphorus xi. Full Lipid Profile xii. Thyroid profile xiii. Radiology – X Ray Chest PA View d) Audiometry (for Hearing disorders) e) ECG f) Lung Function test (Computerized) g) Vision Testing {Far/Near Vision, Colour Vision (for Occupational Eye Disorders)} h) Occupational Health Report with certificate in Form-4 & Form-5, Form-19 & Form-20.

All other terms and conditions will remain same

MAZAGON DOCK SHIPBUILDERS LTD.
OUTSOURCING DEPARTMENT

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MAZAGON DOCK SHIPBUILDERS LIMITED INVITES ON-LINE COMPETITIVE BIDS from reputed Bidders / Suppliers in TWO BID SYSTEM (Part-I Techno Commercial Bid and Part-II Price Bid) on GeM portal for following Scope of Work / Supplies, terms and conditions:

1. **SUBJECT:** Annual Medical Examination under clause (c) of sub-section (1) of section 6 of Occupational Safety, Health and Working Conditions Code, 2020 For 2026

2. **SCOPE OF WORK:** The detailed scope of work is enclosed herewith as **Enclosure-1.**

3. **INSPECTION:**
   Inspection will be done by User Dept. i.e., MDL Medical dept.

4. **CONTRACT VALIDITY, WORK SCHEDULE, & MOBILIZATION:**
   a. **Contract Period:** The Contract will be valid for a period of **one** years and may be extended for a further period of three months on mutual consent basis on the same terms and conditions. However, if the performance of contractor is not satisfactory then contract may be terminated with one-month notice period by invoking Risk Purchase clause.
   b. **Mobilization:** As per instructions given by MDL Medical dept.

5. **Earnest Money Deposit (EMD):**
   i) Bidders shall furnish EMD of Rs. 75,000/- (Rupees Seventy-Five Thousand only) against this tender.

   ii) EMD shall be submitted by way of NEFT/ Demand Draft / Pay order / Bank Guarantee / Insurance Surety Bond (ISB) / e-Bank Guarantee in favour of Mazagon Dock Shipbuilders Limited, Mumbai from the list of Banks approved by SBI / Canara Bank published on MDL website. Crossed DD / Pay Order issued by Co-operative banks however may be considered to be accepted and the bid would be considered accordingly. Bidders are requested to advice their banker to send EMD directly to commercial department or through SWIFT to dispense with additional step of verification of authenticity of signatories. In case of EMD transmitted through SWIFT, it shall be the responsibility of the bidder that he directs the receiving banker to forward the message duly authenticated to the concerned commercial executive mentioned in the tender. The Bank Guarantee shall be kept valid till validity period of the offer. The original of the scanned copy of EMD (BG) should reach HOD (C)/ Dealing Executive within seven days of the tender closing date.

   iii) Refund of EMD in all the cases shall be without interest as stated below:
   a) EMD will be refunded to the technically rejected bidders within 15 days from the date of approval of price bid opening and remaining bidders after placement of order on the successful bidder within 30 days from the date of order placement.
   b) In the event of cancellation of tender, the EMD will be refunded /returned to all the bidders.

c) EMD of successful bidders may be converted into performance security or refunded on receipt of performance security B.G. as called for in the contract on the basis of written communication from the Commercial Executive.

d) If the validity of the offer of the firm has expired and if bidder is not willing to extend the validity of offer, the EMD of such bidders to be refunded without linking of the same to the Price Bid Opening but after the approval from CFA.

iv) Bidders should mention EMD details on MDL e-procurement portal and also upload the scanned image of document pertaining to EMD remittance / scanned image of EMD-BG/EMD-DD/ EMD-Pay Order / EMD-ISB, in Part-I Techno- Commercial e-bid.

a. In case of BG/ DD/ Pay Order, Details to be entered: BG/ DD/ Pay Order No., date, Value, issuing Banks' name, address, Tel. no., Fax no. & E-mail ID, BG validity expiry date; etc.

b. In case of online remittance of EMD amount, scanned image of **Enclosure-12,** duly filled, shall be uploaded in Part-I Techno-commercial e-bid. Further, the bidder should specifically mention the details of company name as well as nature of remittance, tender number/order number etc. in the text/narration fields of Bank's NEFT remittance in order to identify the same.

v) EMD though payment gateway on MDL website – Kindly refer steps given at **Enclosure-11.**

Bids without EMD will not be considered. EMD of unsuccessful bidders will be returned after finalization of the tender and shall be interest free.

vi) Following bidders shall be exempted from submission of EMD:

a) State & Central Government of India departments, Public Sector Undertakings.

b) Firms registered with Mazagon Dock Shipbuilders Limited (MDL). To qualify for EMD exemption, firms should necessarily upload VALID copy of the registration certificate, for the items/ services for which the offer/bid is being submitted, issued by MDL in Part-I offer/bid. Firms in the process of obtaining MDL registration will not be considered for EMD exemption.

(Important Note: This tender is floated for MDL's PR-Mat/Service Group: 1402377 – Medical Examination by certified surgeon under section 18-A of MFR 2010-Amended). Vendors / Firms who are permanently registered under this group in MDL, only eligible for exemption of EMD. Other vendors that are permanently registered under different group in MDL have to submit EMD as stipulated in tender*) Offer received without EMD who are not registered in above said product/Service group will be rejected.*

c) Firms registered with NSIC under its "Single Point Registration Scheme". (Exemption will apply only to items / service indicated under description of work / supplies /services for which bidders are registered with NSIC). To qualify for EMD exemption, firms should necessarily upload VALID copy of the registration certificate issued by NSIC in Part-I offer / bid. Firms in the process of obtaining NSIC registration will not be considered for EMD exemption.

d) Micro and Small Enterprises (MSEs) who are holding valid Udyam Registration and are manufacturer of the offered Product or Service (Primary Product / Service - in case of bunch bid with total value wise evaluation) and give specific confirmation to this effect at the time of bid submission and claim EMD exemption and whose credentials are validated online through Udyam Registration website of Ministry of MSME. In case

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of clarification is required on the submitted / uploaded Udyam Registration Certificate, the same will be sought from bidder(s). MSE Bidders with major Activity as "Trading" will not be extended the benefit of EMD exemption.

e) Start-ups as recognized by Department of Industrial Policy and Promotion (DIPP).

f) Green Channel Status vendors qualify for EMD exemption. Such firms shall upload valid copy of the green channel certificate issued by MoD for the items for which the offer is being submitted in Part-I offer/bid. Firms in process of obtaining this certificate will not be considered for EMD exemption.

g) The recognised institutes such as VJTI/IIT.

h) Common/Deemed DPSU registered vendors qualify for EMD exemption. Such firms shall submit valid copy of the registration certificate issued by DPSUs (other than MDL) for the items / services for which the offer is being submitted in Part-I offer/bid. Firms in process of obtaining registration in other DPSUs will not be considered for EMD exemption.

i) The original BG/ DD/ Pay Order must be submitted to the Head of Department (HOD), Outsourcing Department, Sixth Floor, Service Block-1, North Yard, Mazagon Dock Shipbuilders Ltd., Dockyard Road, Mazagaon, Mumbai-400010 without fail within seven (7) MDL working days from the Tender closing date, in an envelope super-scribing the Tender no., Tender date, Tender closing date, Purchase Officer's name & brief description of the services / work tendered. If the original BG is not received by the Purchase Officer at MDL within this duration, the Bid would be considered invalid & rejected accordingly.

6. **Validity Period:** Bids/Offers shall have the validity period of **120 Days** from the tender closing date.

7. **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 GeM Portal. Terms and conditions mentioned in PART-A shall prevail in case of conflicting clauses in tender. **Offer in any other form will not be considered.**

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

i.	Acceptance on clauses of SLA, General Conditions of Contract (GCC) in the Prescribed Formats stating 'Accepted OR Deviation' as applicable for each of the clause **(enclosure 5 and 6)**
ii.	Deviation sheet in case of any deviations from Terms, Conditions specified in the Special Terms and Conditions, SLA & General Terms & Conditions shall be uploaded online.
iii.	Any deviation with respect to technical requirement shall be uploaded online by the bidder.
iv.	Scanned image of valid GST Registration Certificate.
v.	Price Rate sheet BLANKING the PRICES but clearly indicating **'QUOTED / UNQUOTED',** also indicating the % of actual taxes/ duties applicable, in the prescribed format available, **enclosure-2**.

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vi.	Bidders / Vendors should upload scanned documents as per **Para 7.1** in SLA of the tender.
vii.	Scanned Image of valid Registration or Approval certificates in case of Bidder's/ firms registered with MDL/ NSIC/ Micro or Small Enterprises/Industries if Applicable.
viii.	Scanned image of Vendor Declaration at **Enclosure-3**
ix.	Land Border clause declaration as per **Enclosure 4**
x.	Scanned image of duly filled RTGS/NEFT as per **Enclosure- 7**
xi.	Declaration about Conflicts of Bidders Interest-**Enclosure-9**
xii.	Declaration about Official secrets-**enclosure-8**
xiii.	Local content declaration as per **Annexure-B1**

Note:

i) MDL has a right to verify / cross verification of authenticity of the scanned documents with respect to original submitted against this tender.

ii) The bidder is requested to ensure that all the documents asked for are submitted and are clear, legible & duly signed (i.e., self-attested), as it would save considerable time without necessitating the need for furnishing of the documents again by them. The bidder is also requested not to submit unnecessary documents not asked for, like signed & stamped copy of this Tender document, etc.

iii) "Bidders are requested to ensure that only relevant documents complete in all respect as indicated in the tender should be attached with their offer. The first page of every uploaded set of scanned documents shall be an index of its contents. In case the offers received against this tender are more than 20, no opportunity will be extended for submission of deficient documents after opening of bids. The evaluation of the offers will be carried out and bidders will be qualified based on the documents received along with their offer."

iv) The bidder is required to compulsorily select "ACCEPTED" or "DEVIATION" the against the relevant Para no. /Clause no. of TEF/STACS/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.

v) Blank Rate Sheet form is required to be filled-up by the bidder as "QUOTED" or "NOT QUOTED" as per Enclosure-2, 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.

vi) Bidder must submit all requisite documents through GEM Portal and e-mail only.

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

7.2 BID REJECTION CRITERIA:

a. Following bids shall be categorically rejected:

i)	Bid Received after tender closing date and time
ii)	Bids received other than through e-portal
iii)	Bidders who are debarred under PPP MII order 2017, GeM, CPPP including tender holiday issued by MDL as on tender due date & time.
iv)	Bids received without EMD (other than those who are exempted from payment of EMD)

b. For the following conditions (other than non-negotiable conditions indicated at 7.2(a) above, 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.

i)	Non-compliance/non-acceptance to any of the terms and conditions of the tender shall render the bid liable for rejection

c. **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 the Purchaser during the period of bid validity.

8. E-reverse Auction: "This GeM bid will be taken to Reverse Auction post technical evaluation as per GeM terms & conditions on H1 elimination basis."

9. Qualification Criteria:

9.1 Technical Pre-Qualification Criteria: -
Bidder's experience of having executed/completed similar services during last 7 years ending till the original tender closing date should be either of the following:

(i) Three contracts/orders of similar completed services each of not less than **Rs 15 Lakhs** (Amount equal to 40% of the estimated tender value to be specified).

OR

(ii) Two contracts/orders of similar completed services each of not less than **Rs18.75 Lakhs** (Amount equal to 50% of the estimated tender value to be specified).

OR

(iii) One contract/order of similar completed services of not less than **Rs 30 Lakhs** (Amount equal to 80% of the estimated tender value to be specified).

OR

(iv) Cumulative completed services of similar nature of **Rs 37.5 Lakhs** (Amount equal to 50%of the annualized value to be specified) within a continuous span of 12 months.

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9.2 Commercial Pre-Qualification Criteria: -

i) Bidders Shop and establishment registration certificate or registration certificate from registrar of firms or certificate of incorporation from Registrar of Companies (Not required for permanent registered vendors with MDL).

ii) The average annual financial turnover of 'The bidder' during the last three years, ending 31st March 2025 should be **Rs. 11.25** Lakh as per the annual report (audited balance sheet and profit and loss account) of the relevant period, duly authenticated by a Chartered Accountant/Cost Accountant in India or equivalent in relevant countries.

Notes:

a. The bidder is required to submit scanned copies of necessary documents (complete Work order/ Purchase order along with scope of work etc., work completion certificate issued by the party for whom the work is done) to ascertain their qualifying status.
b. Work Order/s not supported by Work Done Certificate/s and vice versa will not be considered for qualification criteria.
c. The concerned HOD or TNC has a right to verify /cause verification of authenticity of the said document whenever felt necessary.
d. It is clarified that the work executed by the contractors for their in-house or capital use will not be considered for the purpose of bidders' experience of completion of similar works.
e. MDL reserves the right to demand for a hardcopy of any of the above documents and any other related documents, if required. Bidders shall comply with the same.
f. All the qualifying documents indicated in the tender shall be strictly in the name of bidding firm. Qualifying documents submitted in the name of other than bidding firm will not be considered for bidding firm's qualification.
g. Joint Ventures and Holding Companies:
Credentials of the partners of Joint ventures cannot (repeat cannot) be clubbed for the purpose of compliance of PQC in supply of Goods/Equipment, and each partner must comply with all the PQC criteria independently. However, for the purpose of qualifying the Financial Standing Criteria, the Financial Standing credentials of a Holding Company can be clubbed with only one of the fully owned subsidiary bidding company, with appropriate legal documents proving such ownership.
h. MSE and Start up shall given 100% relaxation in prior turnover and experience subject to meeting of quality and technical specification

10. **Bid Evaluation Criteria**: Lowest bidder (L1 Bidder) will be determined on the basis of total quoted value (excluding taxes) of entire line items of price bid rate sheet at enclosure-2). L1 bidder will be considered for further processing for placement of order after reverse Auction. Bidder not quoting for all the services tendered & listed in the Rate Sheet are liable for rejection. Bidder has to confirm that they have quoted all the line items by filling **Enclosure-2**.

Note: In case of any discrepancies observed on the quoted price in the Rate Sheet on total value, evaluation would be carried out by arriving on the grand total by considering the unit rate and quantity indicated in Rate sheets.

11. **Site visit for technical clarifications before quoting:** Prior to submission of your quotation, bidders are requested to visit Medical dept and if any clarification is required bidders may

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contact Dr. Sujit Bhagat, CM (medical dept) Tel.no.022-23764204 and submit duly filled Vendor declaration as per format at **Enclosure–3** along with the offer.

12. **Mobilization:** The successful bidder shall mobilize the required manpower along with tools & tackles to execute the work within 10 days from the placement of LOI/order, whichever falls early.

13. **Pricing**: The bidder shall quote the prices of all items listed in the tender which will be inclusive of all costs for detailed scope of work as exhibited in **Enclosure-1** of this tender. However, the applicable taxes /duties and levies will be indicated separately in the rate sheet. The price quoted shall remain firm and fixed during the tenure of the order/contract.

14. **Price Escalation**: Price shall be firm & fixed during entire tenure of contract. Price escalation is not applicable.

15. **Non-Disclosure Agreement (NDA): -** After placement of order/s, the successful bidder/s shall necessarily submit Non-Disclosure Agreement, as per format made available after placement of order. Purchase order/s will be issued to the successful bidder/s only after execution of Non-Disclosure Agreement (NDA). This Non-Disclosure Agreement to be executed on a non-judicial stamp paper of INR 500. However, the successful Bidder/s (Contractor/s) would have to submit NDA as per the then prevailing format, at the time of order placement. The same would be made available at appropriate time. (**Enclosure 13**)

16. **TAXES & DUTIES:** Following details are to be submitted by the bidders:
    1. GST No.:
    2. Type of dealer (composition/ Normal):
    3. SAC/HSN NO.:
    4. % of GST:

    Bidders need to confirm acceptance of Standard Terms & Conditions of GST enclosed with this tender as per following:

    I. GST as per GST Laws shall be payable extra as quoted and agreed.
    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. Bidder should upload invoice on GST portal in the month of sale against MDL GSTIN 27AAACM8029J1ZA
    IV. Bidder invoice number should be 16 characters or less and invoice number exactly as printed on the invoice should be uploaded on the GST portal.
    V. Benefits from reduction in rate of tax/ITC are required to be passed on to consumer. Where "applicable GST" has been quoted as extra, Goods and service providers (except un-registered dealers under GST Law) have to submit declaration that they have complied with 'Anti-profiteering clause' under GST Law. Such declaration is given in technical bid.
    VI. If the vendor is registered under GST, vendor shall mention the HSN code for goods &/or services in their tax invoice, etc. These codes must be in accordance with GST Laws and responsibility of specifying correct HSN codes for goods &/or services is that of the vendor. MDL shall not be responsible for any error in HSN code for goods &/or services specified by supplier / contractor. Supplier /Contractor shall pay penalty and/ or interest imposed on MDL or any loss due to delay in availing ITC by MDL or any loss of ITC to MDL due to errors by vendors at any stage. MDL reserves right to recover any such interest, penalty or loss from any amount due to Supplier /Contractor or otherwise.
    VII. 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 shortcoming 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.

VIII. 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.

IX. 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).

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

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

17. Terms of Payment: -

a. As per Scope of Work mentioned in para 5
b. Payment shall be done on monthly basis.
c. 100 percent payment will be made within 15 days from the submission of the invoice and the Work Completion Certificate
d. Submission of 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.
e. No advance will be paid in any manner against the Contract.
f. WCC should confirm that work is completed in time and in case of delay the duration shall be certified to effect recovery from invoice.
g. WCC shall be issued within 10 days along with SAP entry by user department of MDL on completion of work progressively.
h. In case of failure to rectify short fall in invoice within 2-3 days, the same shall be returned.
i. 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.
j. 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.
k. 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".

l. "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).

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

l. 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

18. **Modifications to the Bids**: Bidders 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.

19. **PERFORMANCE SECURITY (PERFORMANCE BANK GUARANTEE CUM SECURITY DEPOSIT):** Successful bidder (Contractor) shall submit Security Deposit @ 5% of Order Value (excluding Taxes, Duties, etc.) within 25 days from the date of Order/Contract.

i. Successful bidders need to submit Performance Bank Guarantee (PBG) cum Security Deposit (SD) for an amount of 5% of the value of the contract (excluding taxes & duties). Performance security may be furnished in the form of NEFT/ Demand Draft / Pay order / Bank Guarantee / Insurance Security Bond / e-Bank Guarantee in favour of Mazagon Dock Shipbuilders Limited, Mumbai from the list of Banks approved by SBI / Canara Bank published on MDL website. Performance Security is to be furnished within 25 days after notification of the award of contract and it should remain valid for a period of 60 (sixty) days beyond the date of completion of all contractual obligations of the supplier, including warranty obligations.

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

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

iv. Mode of SD:

a. Performance security may be furnished in the form of NEFT / Demand Draft / Pay order / Bank Guarantee / Insurance Surety Bond for Performance Security / e-Bank Guarantee in favour of MAZAGON DOCK SHIPBUILDERS LIMITED, Mumbai from the list of Banks approved by SBI / Canara Bank published on MDL website.

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

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

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

v. In case the completion of work is likely to be delayed beyond the Order completion period/Contractual completion period or this period is required to be extended, the Contractor shall have to extend the validity of the Bank Guarantee for SD till such extended period. In case of failure to comply with such extension of the Bank Guarantee for SD by the Contractor, the Bank Guarantee is liable for encashment by MDL.

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

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

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

While submitting the Structural Financial Messaging System Bank Guarantee (SFMS BG). IFSC: ICIC0000393 shall be used.

Further, Whenever a bidder submits SFMF BG, the bidder will mandatorily be required to submit letter from issuing bank that it is unable to issue NeSL(National e-Governance Service ltd) based e-BG as on date. Such letter should accompany the SFMS BG.

(i) Bidder shall get SFMS BG issued from SFMS enabled Bank as allowed by MDL in tender conditions. Bank shall issue the Bank Guarantee through SFMS system and send SFMS message to MDL's Bank confirming the authenticity of Bank

Guarantee. Bidder will be required to submit SFMS BG towards performance Bond along with SFMS delivery report/message copy which has been transmitted to MDL's bank by BG issuing bank through SFMS system.

(ii) The SFMS BG will have to be given on non-judicial stamp paper/ with franking receipt e-stamping as per stamp duty applicable at the place from where the bid has emanated. The non-judicial stamp paper/ franking receipt e-stamping should be either in the name of the issuing bank or the bidder.

(iii) The Original SFMS BG in physical form towards Bid security/Performance Warranty security (along with SFMS delivery report / message copy which has been transmitted by issuing bank through SFMS system to beneficiary's i.e MDL's Bank) should reach to the designated MDL office on or before due date.

(iv) SFMS BG will not be acceptable unless details of the same is transmitted to the MDL's Bank through SFMS platform. Its bidder's responsibility to ensure that BG issuing bank send the BG advice correctly in the form of message format 760 COV vis SFMS (Structured Financial Messaging System) as provided by RBI while capturing all requisite fields including Beneficiary Account Name, Bank Name. Bank Account Number, IFSC Code etc.

(v) In case of any error by the Bidder/contractor or BG issuing Bank while capturing the requisite field details / format or non-receipt of confirmation of BG through SFMS 760COV message format, the bidder/contractor shall be responsible for non-acceptance of the SFMS Bank Guarantee.

(vi) For any amendment of SFMS BG, message 767COV through SFMS should be used.

20. **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 reps of both MDL as well as Contractor.

21. **Liquidated Damages or Penalty:**

a. In case of not completing medical examination of 500 employees per week, a penalty @ 20% of the rate per employee agreed shall be levied on you for the number deficient employees' examinations undertaken and the applicable amount will be recovered from you/running bills.

b. In case soft copies of Annual Medical Examination Reports are delayed beyond 7 working days no payment will be made to firm for that concerned day.

c. Liquidated Damage: - Time is an essence of the contract therefore the job, as ordered, should be completed on the dates mutually agreed upon in accordance with the delivery schedule. All tender enquiries should contain clause for liquidated damages.

d. 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 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 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) .

22. **COMPLIANCE TO STATUTORY REQUIREMENTS:** 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.

23. **Working on MDL Holidays**: Request for permission for working on Sunday / holidays if required, should be submitted 3 working days prior to the date of holiday, to Personnel department and Security through concerned User Department.

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

23.1 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: -

(i) 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;

(ii) The bidder (or his allied firm) provided services for the need assessment/procurement planning of the Tender process in which it is participating;

(iii) 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 Authorized distributor (with/ or without the OEM) from quoting equipment manufactured by an Original Equipment Manufacturer (OEM) in procurements under a Proprietary Article Certificate or

(iv) 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;

23.2 The bidder shall submit the undertaking for the above paras along with part I Bid as attached at **Enclosure-9**.

25. **PURCHASE PREFERENCE TO MAKE IN INDIA Order 2017**:

The Government of India has issued revised Public Procurement (Preference to Make in India) order 2017 on 19th July 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.

24.1 Preference to Make in India’ clause shall be applicable to all procurement undertaken at MDL for tenders which covers goods, services or works or their combination.

24.2 Aspects of ‘Preference to Make in India’

“Local content” means the amount of value added in India which shall be the total value of item (goods, Purchase 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. Note: 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.

24.2.1 “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.

24.2.2 "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.

24.2.3 "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.

24.2.4 "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.

24.2.5 "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.

24.2.6 "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.

24.2.7 "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.

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

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

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.

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

24.4 Purchase preference

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

b) The Class-I local suppliers, under PPP-MII Order, participating in any government tender, may or may not be MSEs, as defined under the MSME Act. Similarly, MSEs participating in any government tender, may or may not be Class-I local suppliers. Suppliers may be categorised 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 supplier	Non-MSE non-Class-I local supplier

24.5 Minimum Local Content

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

24.5.2 The Nodal Ministry may keep in view the domestic manufacturing / supply base and assess the available capacity and the extent of local competition while identifying items and prescribing the higher minimum local content or the manner of its calculation, with a view to avoiding cost increase from the operation of this Order. The Nodal Ministry may annually review the local content requirements with a view to increasing it, subject to availability of sufficient local competition with adequate quality.

24.6 Specifying foreign certifications / unreasonable technical specifications / brands / models in the bid document is restrictive and discriminatory practice against local suppliers. If foreign certification is required to be stipulated because of non-availability of Indian Standards and / or for any other reason, the same shall be done only after written approval of Secretary of the Department concerned or any other Authority having been designated such power by the Secretary of the Department concerned (Department concerned for MDL is MoD, DDP).

24.7 Declaration / Verification of Local content

24.7.1 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” /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.

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

24.7.3 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 INR 10 Crore, 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.

24.7.4 Further, it must be informed to bidders in the tender that once the declaration / certification is committed at tender submission stage, the same cannot be altered subsequently at

technical negotiation stage or after award of contract. Doing so would be treated / considered as false declaration by bidder and necessary action shall be initiated as per para 9 of the said Order for debarment.

24.7.5 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.

24.7.6 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.

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

24.7.8 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

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

24.7.8.2 "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.

24.9 Declaration/ Verification of Local Content by Local Supplier:

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

24.9.2 The bidders shall provide a self-certificate, as per **Annexure-B1** in enclosure, giving the percentage of local content and location of local value addition.

24.9.3 Once the declaration /certification is committed at tender submission stage, the same cannot be altered subsequently at technical negotiation stage or after award of contract. Doing so would be treated / considered as false declaration by bidder and necessary action shall be initiated as per Para 9 of the said Order for debarment.

24.9.4 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.

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

24.9.6 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 through MDL Nodal Executive. Meanwhile, re-tendering may be done without applying the provisions of said Order for need fulfilment of MDL.

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

24.9.8 Purchase Preference: Purchase preference shall be given to only "Class-I Local Supplier" (Class II Local Supplier are not eligible for purchase preference) in procurements. Only 'Class-I local supplier', as defined at para A2, shall be eligible to bid irrespective of purchase value.

24.10 Contract placement:

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

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

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

(iii) If conditions mentioned in 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.

24.11 Debarment of bidders / suppliers:

24.11.1 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 successor 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.

24.11.2 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.

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

27. **Public Grievance Cell**: - Public Grievance Cell headed by Shri R R Kumar, ED (Production-EY), 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 23763512 / 23723426.

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

29. **Workmen Safety and Insurance**: The service provider shall alone be fully responsible for safety and security and insurance or life insurance of their personnel who is working on the operation and maintenance works. The service providers

(a) shall take out and maintain, and shall cause any Subcontractors to take out and maintain, at their (or the Subcontractors', as the case may be) own cost but on terms and conditions approved by the MDL, insurance against the risks, and for the coverage, as shall be specified in the TEF; and (b) at the MDL's request, shall provide evidence to the MDL showing that such insurance has been taken out and maintained and that the current premiums have been paid. The service provider shall

provide and ensure sufficient protection gears like safety shoes, hand gloves, ladders, etc. are being used by their workers while carrying out works. MDL shall not be liable for any compensation in case of any fatal injury/death caused to or by any man power while performing/discharging their duties / for inspection or otherwise.

29. Safety Instruction for Sub-Contractors:

This 'SAFETY INSTRUCTION FOR SUB-CONTRACTORS' **Annexure-B** is of great help to the contractors for quick reference on safety matter. It will also help in increasing safety awareness and to achieve maintain high standard high of safety in the yard. It is also a compliance requirement for safety audit conducted by Statuary authorities.

30. Statutory Compliances by Sub Contract Employees (Annexure-C):

30.1 It is essential that, the Contractors/ Vendor shall comply with all provision of Labour legislation applicable viz. The Contract Labour (Regulation & Abolition) Act, 1970, The Factories Act 1948, ESI Act, 1948 PF Act, 1952, Minimum Wages Act 1948, The Payment of Bonus Act, 1965 etc. The Authorities under the above regulations regularly visit MDL for inspection of records Contractors and the sub-contractors shall strictly comply with the Provisions of Labour legislations applicable to the Contract Labour.

30.2 All Statutory Authorities viz. ESIC / RPFC / Labour Dept. (Central) as well as (State), Directorate of Industrial Safety & Health etc. periodically visit MDL for inspection of records required to be maintained by the contractors under the respective legislations.

31. 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 letter head)

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.
2. 'Bidder" means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
3. "Bidder (or entity) from a country which shares a land border with India" for the purpose of this Order means: -
    i. An entity incorporated, established or registered in such a country; or
    ii. A subsidiary of an entity incorporated, established or registered in such a country; or
    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
4. The beneficial owner for the purpose of above will be as under:
    i. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation—

a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;
b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholder's agreements or voting agreements;

ii. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
iii. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
iv. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
v. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

5. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
6. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.
7. The registration shall be valid at the time of submission of bid and at the time of acceptance of bid.
8. If the bidder was validly registered at the time of acceptance I placement of order, registration shall not be a relevant consideration during contract execution

32. Purchase Preference to Micro and Small Enterprises(MSEs)

Micro and Small Enterprises (MSEs) registered under Udyam Registration or as directed by government are eligible to avail the benefits under the policy. This Policy is meant for procurement of only goods produced and services rendered by MSEs. Traders/Distributors/Sole Agents/Works Contract are \excluded from the purview of the policy. MDL has right to place order on MSE Manufacturer and MSE Service Provider meeting following criteria:

(a) In case of tender item cannot be split or divided, etc. the MSE quoting a price within the band L1+15% may be awarded for full/ complete supply of total tendered value to MSE, considering the spirit of the Policy for enhancing Govt. Procurement from MSEs.

33. GENERAL CONDITIONS OF CONTRACT (GCC) FOR SERVICES

FOR CONSULTANCY SERVICES

1. The word 'Purchaser' refers to MAZAGON DOCK SHIPBUILDERS LIMITED, (MDL), a Company registered under the Indian Companies Act, 1913 and it includes its successors or assignees.

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2. The word 'Consultant / Bidder' means the person / firm / Company who undertakes to provide consultancy services and/or undertake services of any nature assigned by the Purchaser from time to time and includes its successors or assignees.

3. GENERAL

UNLESS OTHERWISES INDICATED SPECIFICALLY BY THE BIDDER / CONSULTANT IN HIS BID, IT SHALL BE CONSTRUED AS HIS ACCEPTANCE OF ALL THE CONDITIONS MENTIONED IN THIS GCC

4. PURCHASER'S PROPERTY

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 / Consultant 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, the Consultant must ensure that the place is left in a reasonably clean state and all scrap/Rubble/Debris/refuse is transferred to nearby scrap/Garbage/refuse bins.

5. RISK PURCHASE

If the services not delivered / performed by the scheduled delivery date / period, any stoppage or discontinuation of services as stipulated in the order 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 services shall be recoverable from the Consultant / Bidder at the prevailing bank rate of interest.

The Purchaser shall also be at liberty to purchase or utilise 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 any articles supplied from the stock, as the case may be, over the contract price shall be
recoverable from the Bidder / Consultant.

6. RECOVERY-ADJUSTMENT PROVISIONS:

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 / Consultant the same shall be deducted from any sum then due or thereafter may become due to the Bidder / Consultant under the contract or any other contract with the Purchaser.

7. TRANSFER OF CONSULTANT'S RIGHTS:

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The Consultant / Bidder 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.

8. SUBCONTRACT & RIGHT OF PURCHASER

The Consultant / Bidder shall under no circumstances undertake or subcontract any part of the services from or to any other Consultant 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 Consultant /Bidder is debarred all from future tender enquiries / work orders.

However, in no circumstances a consultant is permitted to subcontract any part of the contract to the bidders who had quoted for the concerned tender.

9. AGENTS / AGENCY COMMISSION:

The seller confirms and declares to the buyer that the seller is the original manufacturer or authorized distributor/stockiest of original manufacturer of the stores 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.

10. USE OF UNDUE INFLUENCE / CORRUPT PRACTICES:

The Consultant / Bidder undertakes that he has not given, offered or promised to give, directly or indirectly any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the Purchaser or otherwise in procuring the contract or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the Contract with the Purchaser for showing or forbearing to show favour or

disfavour to any person in relation to the Contract or any other Contract with the Purchaser. Any breach of the aforesaid undertaking by the Consultant / Bidder or any one employed by him or acting on his behalf (whether with or without the knowledge of the Consultant / Bidder) or the commission of any offence by the Consultant / Bidder or any one employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1980 or the Prevention of Corruption Act, 1947 or any other Act enacted for the prevention of corruption shall entitle the Purchaser to cancel the contract and all or any other contracts with the Consultant / Bidder and recover from the Consultant / Bidder the amount of any loss arising from such cancellation. A decision of the Purchaser or his nominee to the effect that a breach of the undertaking has been committed shall be final and binding on the Consultant / Bidder.

The Consultant / Bidder shall not offer or agree to give any person in the employment of Purchaser any gift or consideration of any kind as "Inducement" or "reward" for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the contract/s. Any breach of the aforesaid condition by the Consultant /Bidder or any one employed by them or acting on their behalf (whether with or without the knowledge of the Consultant / Bidder) or the commission of any offence by the Consultant / Bidder or by any one employed by them or acting on their behalf which shall be punishable under the Indian Penal Code 1980 or the Prevention of Corruption by Public Servants, shall entitle Purchaser to cancel the contract/s and all or any other contracts and then to recover from the Consultant / Bidder the amounts of any loss arising from such contracts' cancellation, including but not limited to imposition of penal damages, forfeiture of Security Deposit, encashment of the Bank Guarantee and refund of the amounts paid by the Purchaser.

In case, it is found to the satisfaction of the Purchaser that the Consultant / Bidder has engaged an Agent or paid commission or influenced any person to obtain the contract as described in clauses relating to Agents /Agency Commission and use of undue Influence, the Consultant / Bidder, on a specific request of the Purchaser shall provide necessary information / inspection of the relevant financial documents / information.

11. BANNED OR DE-LISTED CONSULTANTS / FIRMS.

The bidders declare 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' 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.

12. DISPUTE RESOLUTION MECHANISM AND ARBITRATION

13. 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.

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 Consultant 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 Consultant may invoke Arbitration Clause of the contract.

14. ARBITRATION.

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 & Conciliation Act, 1996.

MDL prefers to have arbitration through Institutes such as Indian Council of Arbitration (ICA)/ICA-DR, with the mutual consent of the parties. In case of unresolved difference/dispute between the Purchaser and Consultant, 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.

15. JURISDICTION OF COURTS

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.

16. CONTRACT LABOUR (REGULATION & ABOLITION) ACT 1970

17. Consultant / Bidder shall obtain licence under Section 12 and 13 of the Contract Labour (Regulation & 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.

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18. The Consultant / Bidder shall carryout his obligations and duties under the Contract Labour (Regulation & Abolition) Act, 1970 and the rules framed there under, but not limited to: -

i) Pay in time, on or before 7th of every succeeding month not less than the prescribed minimum wages (as stipulated under item V

(a) or V (b) of the Form VI prescribed Under Rule (25) 1 of the Act as applicable.

ii) Disburse Wages in respect of workers working on Purchaser's jobs inside the premises under the supervision of nominated representative of the Purchaser.

iii) Production of Wage / Attendance Register along with E. S. I. & P. F. statements to Corporate Personnel Department (from 8th to 15th of every succeeding month) for verification of the same as required under the Contract Labour (Regulation and Abolition) Act 1970.

iv) Forwarding to the respective Divisional Personnel Department a list of deductions and contributions duly effected from the salary /wages on Contract Labour engaged on Purchaser' s jobs in respect of Employees' Provident Fund, Employees' Family Pension Fund and Employees' State Insurance Scheme, with reasons for non-deduction, if any, duly clarified by passing suitable remarks against the name of concerned employee on the list.

v) Comply with all the statutory regulations and requirements concerned with employment of contract labour on Purchaser's jobs and shall follow all orders / decisions of the Government in this respect. Consultant / Bidder shall furnish all the statutory half yearly returns / six monthly statements concerning with such contract labour to the Licensing Executive in Form No. XXIV as per Rule 82 (1) of Contract Labour (Regulation & Abolition) Act 1970 and also forward a copy of these with necessary statistical information of manpower employed to the Corporate Personnel
Department.

19. In the event any employee/s of Consultant / Bidder is advised by the concerned Department to deploy their employees for job during weekly off, Sundays and holidays, the Consultant / 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.

20. MINIMUM WAGES ACT

21. 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 by the Central Government or the State Government whichever is higher under the Minimum Wages Act. Bidder / Contractor shall be responsible for timely payment of wages of all his employees engaged in the Employer'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.

22. The Consultant / Bidder must settle all the pending dues of the employees i.e. arrears of wages, proportionate leave wages, proportionate bonus payment, etc.

23. Before winding up the site, the Consultant / Bidder shall pay all terminal dues to his employees such as Notice pay, Gratuity, Retrenchment compensation, etc.

24. Bonus Act

The Consultant / 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.

25. Factories Act

26. The Consultant / Bidder shall observe all applicable Rules and Regulations stipulated under Factories Act applicable to contract labour.

27. The Consultant / Bidder shall maintain a separate register prescribed under the Act and pay Privilege Leave wages to all eligible employees.

28. On completion of execution of the contract and before winding up, the Consultant / Bidder shall pay proportionate Privilege Leave wages to all eligible employees.

29. Employees' Provident Funds and Miscellaneous Provisions Act, 1952

30. The Consultant / Bidder, where applicable, shall cover his employees deployed in the Purchaser's Yard

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

ii) under the Family Pension Scheme, and

iii) under the Employees' Deposit Linked Insurance Scheme and pay the contributions both in respect of his employees and his own. He shall submit all the necessary returns and other particulars periodically as prescribed under the said Act. Consultant / 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.

Consultant / 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 Consultant / Bidder must submit copies of P. F. dues payment challans, copy of Form No. 12 (A), copy of form No. 6 (A) (Annually) & copies of Muster Roll of their workmen every month to Corporate Personnel Department before renewal of passes for entry into the yard. The Consultant /Bidder must also attend to P. F. Inspections by concerned authorities and submit copy of the Inspection Report.

31. The Consultant / 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. Consultants who are yet to obtain PF code shall apply for Code no s to PF Commissioners Office & furnish copies of the same to

Corporate Personnel Department. Purchaser shall recover PF dues from the Consultants running bills till such time the PF Code no is obtained.

32. The Consultant / 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 Consultant from the bills of the respective contracts

33. Employees' State Insurance Act

34. The Consultant / 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 Consultant 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.

35. Consultant / 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 & Scheme. The contract employees who are out of coverage of ESI Act & Scheme should be covered under Group Insurance Policy linked with workman compensation Act. Those Bidders / Consultants 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:

37. The Consultant / 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 Consultant 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 consultant to ascertain the standard precautions which Consultant 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 Consultant.

38. The Consultant / 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 Consultant in prominent letters on the boiler suits along with personal protection gears like safety shoes, hand gloves

etc. workmen of the Consultant / Bidder must wear throughout their working while in the premises of MDL. Consultant's workmen working without safety gears are likely to be disallowed for work.

39. POLICE VERIFICATION OF EMPLOYEES

40. Consultant / 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 on board 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 Consultant / 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.

41. The Purchaser may extend the delivery schedule as mutually agreed, on receipt of written communication from the Consultant / Bidder 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.

42. FORFEITURE OF EMD / BID BOND

In cases of withdrawal of bid during validity period or during any extension granted thereof, non-acceptance of agreed conditions of Technical and or Commercial and or Price Negotiations, non-submission of the security deposit and / or non-acceptance of the order the EMD or bid security will be forfeited or encashed as the case may be.

43. FORFEITURE OF SECURITY DEPOSIT

Non-performance of agreed terms and or default/breach by Bidder/Consultant will result in forfeiture of security deposit with application of risk purchase provisions as felt appropriate by the Purchaser.

44. FORFEITURE OF PERFORMANCE GUARANTEE

In the event of Bidder/ Consultant failure to render consultancy services within a reasonable period of time, the Performance Bank Guarantee will be encashed by the Purchaser. The Purchaser's decision shall be final and binding on Bidder/ Consultant in this regard.

45. SERVICES

The Services to be rendered shall be strictly in accordance with the Drawings/ Specifications/ Requirements indicated in the Tender Enquiry / Order with deviations, if any, as mutually accepted.

46. PROGRESS REPORTING & MONITORING

Where so stipulated in the order, the Bidder / Consultant shall render such reports from time to time as regards the progress of the contract and in such a form as may be called for by the Purchaser.

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47. CANCELLATION OF ORDER

48. The Purchaser reserves the right to cancel an order forthwith without any financial implications on either side, if services rendered/the progress of Services rendered is not to the satisfaction of Purchaser and failure on the part of the Bidder/ Consultant to comply with the delivery schedule is inevitable. In such an event the Bidder/ Consultant or shall repay all the advances together with interest at prevailing bank rates from the date of receipt of such advances till date of repayment. The title of any property delivered to Purchaser will be reverted to the Bidder/ Consultant at his
cost.

49. In case of breach / non-compliance of any of the agreed terms & conditions of order / contract. MDL reserves the right to recover consequential damages from the Consultant on account of such premature termination of contract.

50. In case of delay beyond agreed period for liquidated damages or 10 weeks from contractual delivery period whichever is earlier, MDL reserves the right to cancel the order and procure the order items /services from any available source at MDL's option & discretion and entirely at your risk and cost. Extra expenditure incurred by MDL in doing will be recoverable from Bidder/ Consultant.

51. TAXES & DUTIES / STATUTORY LEVIES.

i) Bidder shall indicate separately the taxes and duties applicable in their offer. Taxes shall be paid as indicated in the Purchase Order/Contract. Tax deduction at source (TDS) will be effected wherever applicable from the bills of the Consultant as per statutes.

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

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

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

v) If the vendor is registered under GST, vendor shall mention the HSN code for goods &/or SAC for services in their tax invoice, etc. These codes must be in accordance with GST Laws and responsibility of specifying correct HSN codes for goods &/or SAC for services is that of the vendor. MDL shall not be responsible for any error in HSN code for goods &/or SAC for services specified by Consultant. Consultant 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 / Consultant or otherwise.

vi) In case, MDL is unable to avail ITC, supplier/ Consultant 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, nonpayment of taxes or non-filing of returns or any other reason not attributable to MDL, Supplier / Consultant 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/ Consultant and MDL ends up in reversal of credits and / or payments, supplier / Consultant 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 / Consultant or otherwise.

vii) 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.

viii) 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).

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

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

xi) Bidder(s) will not be entitled to any increase in rate of taxes occurring during the period of extended delivery schedule, if there is delay in supply / completion attributed to him. However, if there is a decrease in taxes, the same must be passed on to MDL.

xii) Wherever all-inclusive prices are quoted by the Bidder(s) without bifurcation of tax elements, no escalation can be considered in respect of any variations in statutory levies arising subsequently because of the absence of the required base figures in the purchase order / contract.

xiii) Taxes and other levies shall be deducted at source, wherever applicable, from the invoices of the Consultant /Bidder as per statutes.

xiv) Any increase/decrease in taxes, duties & levies or introduction of new taxes due to change in the legislation shall be subject to adjustment.

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

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

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

52. TECHNOLOGICAL DEVELOPMENTS / MODIFICATIONS

The Bidder / Consultant shall unconditionally and free of cost to the Employer transfer information on technological developments /innovations / modifications which the Bidder / Consultant would evolve in future (within 3 years) in relation to the services rendered. To enable this, the Employer's address shall be added to the Consultant's /bidder's mailing list or database or any other document maintained for
dissemination of product information and the Employer shall be informed of the action taken in this regard. If such improvements /modifications are brought in by the Consultant ered by the Employer, the Bidder / Consultant shall incorporate such improved versions in the equipment without any extra cost to the Employer.
If the Employer be desirous of getting incorporated all post supply modifications / improvements arising out of technological developments to the original equipment supplied by the Bidder / Consultant, the Bidder/ Consultant, shall quote for and carry out all such modifications to the equipment. Where the whole or a portion of the equipment has been specifically developed by the Bidder / Consultant for the Owner and the latter would through the Employer be bearing the entire or part of the development cost incurred by the Bidder / Consultant, the design rights for the whole or portion thereof, of the equipment as appropriate, shall vest in the Owners. Prior approval of the Owner should be obtained before similar articles are sold / supplied to any other party other than the Owner. If such approval is given and sale is effected, the Bidder / Consultant shall pay to the Owner royalty at the rate mutually agreed to.

53. PURCHASER'S RIGHT TO ACCEPT ANY BID, PART OF BID AND TO REJECT ANY OR ALL BIDS.

The Purchaser reserves the right to accept and or reject any or all tenders and or to withdraw the tender in to and or award the contract / order in full or part to more than one

Consultant 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.

54. BANNED OR DE-LISTED CONSULTANT'S / FIRMS

The bidder 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.

55. CHANGE IN PERSONNEL:

On receipt of written request from MDL, the Consultant shall immediately arrange for replacement of his personnel by personnel of comparable competence within the period of one-month from the date of intimation. The cost of such replacement shall be borne by the Consultant.

56. SERVICES OF NOTICES ON CONSULTANT:

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

57. SERVICES OF NOTICES ON MDL:

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

58. STATUS OF CONSULTANTS:

i) The Consultant covenant that there shall not be any material change in their partnership deeds, shareholding, partners or its directors as the case may be during the subsistence of consultancy contract period.

59. PROPRIETARY RIGHTS OF MDL IN REPORTS AND RECORDS:

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

60. CONFIDENTIALITY:

Except with prior written consent of MDL, the Consultant and their personnel shall not at any time communicate to any person or entity, any confidential information disclosed to them for the purpose of services or disclosed by them in the course of rendering the services, nor shall the consultant or their personnel make public any information as to the recommendations formulated in the course of the services. (Engineer in Charge shall obtain Non-Disclosure Agreement (NDA) from the Consultant. The NDA to be signed by HOD(TS) and Consultant.)

61. Export lice & PATENT RIGHTS:

Consultant hereby indemnify, protect and defend at Architect/consultant's own expense, MDL and its employees from and against any and all direct damages and or losses and or

injury arising out of any negligence and or violation by the consultant in respect of drawings/ infringement of patent rights/ failure to exercise the skill and
care required for performance of the assigned work by making good such damages to the property, setting right the design deficiencies, setting right the infringement of patent rights, compensating personal injury. Provided, however, ceiling on Architect/ Consultant's liability under this provision shall be equal to the total fees of the Architect/Consultant.

62. IMMUNITY OF THE GOVERNMENT OF INDIA (APPLICABLE ONLY FOR ORDERS / CONTRACTS WITH USA / OTHER FOREIGN COMPANIES:

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

63. DUTY OF PERSONNEL OF BIDDER:

MDL being a Defence Organisation, the Bidder undertakes that their personnel deployed in connection with the entrusted work will not indulge in any activities other than the duties assigned to them.

64. COMMUNICATION & LANGUAGE FOR DOCUMENTATION:

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

34. Instructions to the Bidders:

a. **Submission of bids against e-Tenders**: The bidder is required to quote online on the GeM Portal by the deadline, by submitting the Techno-commercial Bid & Price Bid in Electronic format only. The prices/quotes & a few declarations shall have to been tendered/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.

MAZAGON DOCK SHIPBUILDERS LTD.
OUTSOURCING DEPARTMENT

Add. Service Level Agreement (SLA) for tender no. GEM/2026/B/8046904

b. 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.
c. 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 Dr.Sujit Bhagat, CM(Medical dept) Tel.no. 022-23764204 or Mr. Nitin Gawali, Senior Engineer (NPC-OYS), Tel. no. 022- 2376 2149.
d. 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.
e. 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,

Nitin Gawali
Senior Engineer (NPC-OYS)

Enclosure –1	Scope of Work
Enclosure –2	Rate Sheet
Enclosure –3	Vendor Declaration
Enclosure –4	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
Enclosure –5	SLA acceptance format
Enclosure –6	General Conditions of Contract acceptance Format
Enclosure –7	NEFT/RTGS Mandate
Enclosure –8	Extract of Official Secrets Act 1923
Enclosure –9	Bidder's undertaking for conflicts of Interest
Enclosure –10	Proforma Bank Guarantee For EMD/ Insurance Surety Bond for EMD
Enclosure –11	Details of MDL's Bank Account
Enclosure –12	Details of Remittance of EMD / SD
Annexure– "E"	Proforma Bank Guarantee for Performance Security
Annexure– "D"	Insurance Surety Bond for PBG
Annexure– "B1"	Declaration Certificate for local content
Annexure –"C1"	Actual Declaration Certificate for local content

MAZAGON DOCK SHIPBUILDERS LTD.
OUTSOURCING DEPARTMENT

Add. Service Level Agreement (SLA) for tender no. GEM/2026/B/8046904

Annexure- "B"	Safety Instructions for Sub-contractors
Annexure- "C"	Statutory Compliances By Sub Contract Employees
Enclosure-13	Non-Disclosure Agreement (NDA)
Annexure A	Annual Medical Examination includes the following Tests and Examination

References: Terms & Conditions (Available on MDL Website – https://.mazagondock.in →Tenders →Shipbuilding→ Outsourcing

(1) General Conditions of contract while executing work.
(2) Official Secrets Act 1923 (Extract).
(3) PBG Format

MAZAGON DOCK SHIPBUILDERS LTD.
OUTSOURCING DEPARTMENT

Add. Service Level Agreement (SLA) for tender no. GEM/2026/B/8046904

Enclosure-1

SCOPE OF WORK

1. **Technical Requirement:**
   i. The Firm should have Qualified Medical Practitioner ("Qualified medical practitioner" means a medical practitioner who possesses any recognized medical qualification as defined in clause (i) of section 2 of the Indian Medical Council Act, 1956 and who is enrolled on a Indian Medical Register as defined in clause (e) and on a State Medical Register as defined in clause (l) of the said section) who is trained in Occupational Health course including International Labour Organization (ILO) classification of chest Radiograph duly recognized by the Central Government.
   ii. The Firm should have laboratory Accredited by National Accreditation Board for Testing and Calibration Laboratories.
   iii. The Firm should provide documentary evidence of carrying out 100 nos. Or more medical examination per day.

2. **Scope of work:**

2.1 MDL Scope:

2.1.1 MDL shall allot a place to Firm inside MDL premises for the purpose of carrying out Annual Medical Examination of its employees.

2.1.2 MDL shall provide a list of all employees for medical examination for Occupational Health Report with certificate in form-4 & Form-5.

2.1.3 On completion of assignment of Annual Medical Examination of MDL employees, 'Work Completion Certificate will be issued by MDL.

Note: Any other resources tools required directly or indirectly for carrying out the annual medical examination, if not mention in MDL scope have to be arranged by the Firm without any additional charges.

2.2 Scope of Work of Firm:

2.2.1 The role and responsibilities of Certifying Surgeon shall be:

2.2.2 To carry out Annual Medical Examination of employees as per list provided by MDL, within the stipulated time period. All such Medical Examination shall be undertaken inside MDL premises.

2.2.3 A list of Medical Examinations / investigations which need to be undertaken is at Annexure A in respect of 2830 employees.

2.2.4 Qualified Medical Practitioner must carry out Annual Medical Examination of the Employees along with his team of Doctors, Medical Assistants & Technicians during all working days & if required on Saturdays.

2.2.5 To carry out blood collection for all investigations mention in Annexure A & reporting of all the Investigations to be done from laboratory Accredited by National Accreditation Board for Testing and Calibration Laboratories

2.2.6 The equipment for carrying out such tests, namely Auto analyser, Spirometer, ECG, X-ray Machine, litmus, vision. etc along with all consumables like X-ray films, reagents etc shall be provided by the Firm.

2.2.7 To carry out Blood Collection / Sample Collection & Other Investigations such as ECG/ X-Ray/ Spirometry as specified in Annexure A by Qualified Medical Assistants / Technicians in MDL premises only and also carry out additional investigations on case-to-case basis, if required without any additional cost.

2.2.8 Standard precautions to be taken / Govt. guidelines to be followed by staff while carrying out tests i.e. Using of PPE Kits, Masks, Gloves, Sanitizers, Etc.

2.2.9 Proper Disposal of Bio Medical Waste generated while performing Medical Examination and tests without any additional cost.

2.2.10 Annual Medical Examination to be carried out with hospitality and in an organized manner to ensure comfort of the employees.

3. Miscellaneous

3.1.1 No part of work shall be assigned or further subcontracted to a third party without permission of MDL Management.

3.1.2 The Firm should confirm that Qualified Medical Practitioner to have a relevant experience in working in an industry in the past.

3.1.3 The Firm should carry out medical examinations approximately for 120 employees per day and should complete Medical Examination for around 500 employees per week.

4. General Conditions not adhered by DISH:

4.1.1 Soft Copies of Annual Medical Examination Reports shall be maintained and submitted to MDL within 7 days after Medical Examination along with list of employees undertaken such medical examinations.

4.1.2 Analysis of Medical Data of employees, on Department –wise and Trade – wise will be provided by the Firm to MDL both in Soft and Hard copy.

4.1.3 To provide MDL with signed Occupational Health Report with certificate in form-4 & Form-5 as per list of employees mention in clause 2.1.2.

4.1.4 A consolidated list of all complete Annual Medical Examination should be submitted to MDL after compilation of all employees Annual Medical Examinations.

5. Payment Criterion:

Payment will be process on receipt of documents mention in para 4 above.

6. Penalty:

i) In case of not completing medical examination of 500 employees per week, a penalty @ 20% of the rate per employee agreed shall be levied on you for the number deficient employees' examinations undertaken and the applicable amount will be recovered from you/running bills.

ii) In case Soft Copies of Annual Medical Examination Reports are delayed beyond 7 working days no payment will be made to Firm for that concerned day.

7. Suspension of work:

Appointed firm shall conduct medical examination in accordance with prevailing rules notified in OSH Code 2020 and as per stipulated Scope of Work. In cases of any breach of rules and regulations of any statutory authority is found during the tenure of contract. MDL reserves the right to suspend the progress of work at any apart thereof, for such a time or times in such manner. In this regard decision of the Management shall be final and same will be binding on the Certifying Surgeon.

MAZAGON DOCK SHIPBUILDERS LTD.
OUTSOURCING DEPARTMENT

Add. Service Level Agreement (SLA) for tender no. GEM/2026/B/8046904

Annexure A

Annual Medical Examination includes the following Tests and Examination

a) Complete Occupational History

b) General Physical Examination (including skin examination)

c) Pathology Investigations
   i. Complete Blood Count
   ii. ESR
   iii. BUN
   iv. Liver Profile – Serum Bilirubin, SGOT/SGPT
   v. Kidney Profile – Serum Creatinine
   vi. Urine – Routine & Microscopy
   vii. Blood Sugar Random
   viii. HbA1c
   ix. Sr. Calcium
   x. Sr. Phosphorus
   xi. Full Lipid Profile
   xii. Thyroid profile
   xiii. Radiology – X Ray Chest PA View

d) Audiometry (for Hearing disorders)

e) ECG

f) Lung Function test (Computerized)

g) Vision Testing {Far/Near Vision, Color Vision (for Occupational Eye Disorders)}

h) Occupational Health Report with certificate in Form-4 & Form-5, Form-19 & Form-20

MAZAGON DOCK SHIPBUILDERS LTD.
OUTSOURCING DEPARTMENT

Add. Service Level Agreement (SLA) for tender no. GEM/2026/B/8046904

Enclosure-2

Sub: Annual Medical Examination under clause (c) of sub-section (1) of section 6 of Occupational Safety, Health and Working Conditions Code, 2020 For 2026

Rate Sheet

Description of work	Unit of measure	Quantity	Rate in Rs.	HSN/ SAC No	GST %	Total amount with GST in Rs.
Annual Medical Examination of Employees of MDL	EACH	2830				
Taxes applicable if any						
Grand Total including Taxes (Rs)						
Total Price in Rs.						

Notes:

i. Quantities given above are only indicative. Payment will be made only as per actual quantities supplied.

ii. The bidder should specifically mention the details of company name as well as nature of remittance, tender number/ order number etc in the text / narration fields of Bank's NEFT remittance in order to identify the same.

MAZAGON DOCK SHIPBUILDERS LTD.
OUTSOURCING DEPARTMENT

Add. Service Level Agreement (SLA) for tender no. GEM/2026/B/8046904

Enclosure- 3

Vendor Declaration

Sub: : Annual Medical Examination under clause (c) of sub-section (1) of section 6 of Occupational Safety, Health and Working Conditions Code, 2020 For 2026

We have visited your site and understood the Scope of Work and requirement given in the tender. We also confirm herewith that our quoted price/rates are in line with the above scope of work**.**

M/s----------, is not debarred under PPP MII order 2017, GeM, CPPP including Tender holiday issued by MDL

Signature .....

Name .....

Designation

Stamp

Date.....

MAZAGON DOCK SHIPBUILDERS LTD.
OUTSOURCING DEPARTMENT

Add. Service Level Agreement (SLA) for tender no. GEM/2026/B/8046904

Enclosure - 4

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:

MAZAGON DOCK SHIPBUILDERS LTD.
OUTSOURCING DEPARTMENT

Add. Service Level Agreement (SLA) for tender no. GEM/2026/B/8046904

Enclosure - 5

SLA Acceptance Format

To,
Mazagon Dock Shipbuilders Limited

Tender Enquiry No:- Date :-……

SLA Clause No.	Bidder's Remark	SLA Clause No.	Bidder's Remark	SLA Clause No.	Bidder's Remark
	Acc. / Dev.		Acc. / Dev.		Acc. / Dev.
1		13		25	
2		14		26	
3		15		27	
4		16		28	
5		17		29	
6		18		30	
7		19		31	
8		20		32	
9		21		33	
10		22		34	
11		23			
12		24			

Company's Name & Address:
_____
_____
_____

Signature :
Date :
Name :
Designation :
Bidder's Company Seal:

NOTES :

1. Bidder should carefully read the Terms & Conditions of the SLA 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.

MAZAGON DOCK SHIPBUILDERS LTD.
OUTSOURCING DEPARTMENT

Add. Service Level Agreement (SLA) for tender no. GEM/2026/B/8046904

Enclosure – 6

GCC acceptance Format

To,
Mazagon Dock Shipbuilders Limited

Tender Enquiry No:- Date :-……

GCC Clause No.	Bidder's Remark	GCC Clause No.	Bidder's Remark	GCC Clause No.	Bidder's Remark
	Acc./ Dev		Acc./ Dev		Acc./ Dev
1		23		45	
2		24		46	
3		25	Not Applicable	47	
4		26		48	
5		27		49	
6		28		50	
7		29		51	
8		30		52	
9		31		53	
10		32		54	
11		33		55	
12		34		56	
13		35		57	
14		36		58	
15		37		59	
16		38		60	
17		39		61	Not Applicable
18		40		62	Not Applicable
19		41		63	
20		42		64	
21		43			
22		44			

Company's Name & Address:
_____
_____
_____

Signature :
Date :
Name :
Designation :
Bidder's Company Seal:

NOTES:

MAZAGON DOCK SHIPBUILDERS LTD.
OUTSOURCING DEPARTMENT

Add. Service Level Agreement (SLA) for tender no. GEM/2026/B/8046904

1. Bidder(s) should carefully read the General Conditions of Contract (GCC) included in the tender 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.

MAZAGON DOCK SHIPBUILDERS LTD.
OUTSOURCING DEPARTMENT

Add. Service Level Agreement (SLA) for tender no. GEM/2026/B/8046904

Enclosure-7

Mazagon Dock Shipbuilders Limited
Dockyard Road,
Mumbai – 400 010
RTGS / NEFT – Mandate Authorization Form

1.	Vendor Name	:	
2.	Vendor Name as per Bank records	:	
3.	# PAN No.	:	
4.	Vendor Address	:	
5.	Vendor's Telephone	:	
6.	E-Mail Address	:	
7.	Bank Name	:	
8.	Bank Address Fax No. Telephone No.	:	
9.	Bank Account No.	:	
10.	Nature of Account	:	
11.	NEFT Code	:	
12.	RTGS Code	:	
13.	MICR No.	:	
14.	Excise No.	:	
15.	GST No.	:	

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

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

Date Suppliers Seal Authorised Signature of the suppliers

Certified that the particular as per Serial No. 1 to 15 are correct as per our records.

Date

Bank's Stamp

Authorised Signatories of Bank Officers

MAZAGON DOCK SHIPBUILDERS LTD.
OUTSOURCING DEPARTMENT
Add. Service Level Agreement (SLA) for tender no. GEM/2026/B/8046904
Enclosure - 8

EXTRACT OF PROVISIONS OF THE OFFICIAL SECRETS ACT 1923

SECTION 2(B); "PROHIBITED PLACE"

It is defined as the place of any work of Defence Dockyard and other so belonging or occupied and
used for the purpose of building, repairing, making or storing any ammunitions of war.
For the purpose of the above definition, sketch includes any photograph or other mode of representing any place or thing.

SECTION 3: "PENALTIES FOR SPYING"

If any per unlawfully -
a) approaches, inspects, passes over or is in the vicinity of any clear place; or
b) make any sketches intended to be directly or indirectly useful to an enemy; or
c) obtains, collects, records or communicates to any other person any secret official code.
Shall be liable for imprisonment of 14 years in case of Defence Installation.

SECTION 4: "COMMUNICATION WITH FOREIGN AGENTS"

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

SECTION 5: "WRONGFUL COMMUNICATION OF INFORMATION"

If any person having in his possession or control any official document;
a) Wilfully 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.

MAZAGON DOCK SHIPBUILDERS LTD.
OUTSOURCING DEPARTMENT

Add. Service Level Agreement (SLA) for tender no. GEM/2026/B/8046904

Enclosure-9

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:

MAZAGON DOCK SHIPBUILDERS LTD.
OUTSOURCING DEPARTMENT

Add. Service Level Agreement (SLA) for tender no. GEM/2026/B/8046904

Enclosure - 10

PROFORMA BANK GUARANTEE FOR BID BOND / EMD

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

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

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

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

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

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

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

MAZAGON DOCK SHIPBUILDERS LTD.
OUTSOURCING DEPARTMENT

Add. Service Level Agreement (SLA) for tender no. GEM/2026/B/8046904

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

8. This Guarantee shall be governed by Indian laws and the Courts at Mumbai, India shall have the
exclusive jurisdiction.
IN WITNESS WHEREOF the Bank has executed this document on this..... day of
.....
For ..... Bank
(by its constituted attorney
or the person authorised to sign)
(Signature of a person authorised
to sign on behalf of "the Bank")

MAZAGON DOCK SHIPBUILDERS LTD.
OUTSOURCING DEPARTMENT

Add. Service Level Agreement (SLA) for tender no. GEM/2026/B/8046904

PROFORMA OF INSURANCE SURETY BOND FOR BID BOND / EMD

(On Non-Judicial stamp paper of value Rs. 500/-)

Ref. No.……..
Insurance Surety Bond No . …….

Dated……..

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

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

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

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

indulgence by the Company to the tenderer or by any such matter or things whatsoever which under the law relating to sureties would have the effect of relieving us.

5. We_____ the Surety further undertake not to revoke this Bond during its currency except with the previous consent of the Company in writing.

6. We_____ the Surety also agree that the Surety's liability under this Bond shall not be affected by any change in the constitution of the tenderer or dissolution or winding up of the business of the tenderer.

7. Notwithstanding anything contained herein above:

a Our liability under this Bond shall not exceed Rs.....

b This Surety Bond shall be valid upto and including • and

c We are liable to pay the Bond amount or any part thereof under this Surety only and only if you serve upon us a written claim or demand on or before (validity + ---weeks from the date of expiry of this Bond).

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

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

For.....
(Signature of a person authorised
to sign on behalf of "the Surety")

MAZAGON DOCK SHIPBUILDERS LTD.
OUTSOURCING DEPARTMENT

Add. Service Level Agreement (SLA) for tender no. GEM/2026/B/8046904

Enclosure -11

MDL'S BANK ACCOUNT DETAILS

NAME OF BANK A/C HOLDER: **MAZAGON DOCK SHIPBUILDERS LTD**

BANK AND BRANCH: **STATE BANK OF INDIA, COMMERCIAL BRANCH, FORT, MUMBAI-400023**

TYPE OF ACCOUNT: CURRENT

BANK ACCOUNT NO: 11079519138

IFSC CODE: SBIN0006070

SWIFT CODE: SBININBB101

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

a. www.mazagondock.in/onlinepayment.aspx

OR

b. Follow the following steps.

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

MAZAGON DOCK SHIPBUILDERS LTD.
OUTSOURCING DEPARTMENT

Add. Service Level Agreement (SLA) for tender no. GEM/2026/B/8046904

Enclosure -12

DETAILS OF REMITTANCE OF EMD / SD:

1. Details to be filled by bidders making online remittance of funds in MDL's bank account:

Date of Remittance	**Name of Firm**	**Vendor Code**	**MDL tender/PO. Ref No.**	**Nature of Remittance viz. EMD/SD etc.**	**Amount Remitted (Rs.)**

Signature of Vendor/Representative

2. SAP Parked Document No: _____ Date: _____

(To be filled in by MDL's Commercial Executive)

Sr. No.1 & 2 above will be filled in by the Vendor and MDL commercial Executive respectively and the form forwarded to Treasury Section for posting of SAP Document to the respective Bank Account.

MAZAGON DOCK SHIPBUILDERS LTD.
OUTSOURCING DEPARTMENT

Add. Service Level Agreement (SLA) for tender no. GEM/2026/B/8046904

ANNEXURE-E

PROFORMA BANK GUARANTEE FOR PERFORMANCE SECURITY

(On Non-Judicial stamp paper of value Rs. 500/-. However, the value of stamp paper to be confirmed from Legal Department, MDL.)
IN CONSIDERATION OF MAZAGON DOCK SHIPBUILDERS LIMTED, a company incorporated under the Companies Act 1956 and having its registered office at Dockyard Road, Mumbai 400010 (hereinafter referred to as the “the Purchaser” which expression shall, unless it be repugnant or contrary to the subject or context thereof, be deemed to mean and include its successors and assigns) having placed an order on Messers ..... a partnership firm/sole proprietor business/a company registered under the Companies Act, 1956 having its office at .....(hereinafter called " the Contractor/ Supplier" which expression shall, unless it be repugnant or contrary to the subject or context thereof, be deemed to mean and include its successors and assigns) vide order No..... dated..... (hereinafter called "the order" which expression shall include any amendments/alterations to "the order" issued by "the Purchaser") for the supply, delivery at site, installation and commissioning of certain equipment, item/services/civil works etc. as stated in the said Order and the Purchaser having agreed with the Contractor/Supplier to accept a Bank Guarantee In lieu of Performance Security payable under the said order for the fulfilment and performance of the said order, We, ... Bank having office at ..... (hereinafter referred to as "the Bank" which expression shall include its successors and assigns) hereby agree to pay to the Purchaser without any demur on first demand an amount not exceeding Rs..... (Rupees.....only) being 5% (10% in case of Capital Procurement) of the order value against any loss or damage, costs, charges and expenses caused to or suffered by the Purchaser by reason of non-performance and non-fulfilment or for any breach on the part of the Contractor / Supplier of any of the terms and conditions of the said order.

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

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

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

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

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

7. Notwithstanding anything contained herein above:
i) Our liability under this guarantee shall not exceed Rs.....
ii) This Bank Guarantee shall be valid upto and including .....; and
iii) We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only

MAZAGON DOCK SHIPBUILDERS LTD.
OUTSOURCING DEPARTMENT

Add. Service Level Agreement (SLA) for tender no. GEM/2026/B/8046904

if you serve upon us a written claim or demand on or before ……(validity + 4 weeks from the date of expiry of this guarantee).

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

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

For ..... Bank
(by its constituted attorney)
(Signature of a person authorised
to sign on behalf of "the Bank")

MAZAGON DOCK SHIPBUILDERS LTD.
OUTSOURCING DEPARTMENT
Add. Service Level Agreement (SLA) for tender no. GEM/2026/B/8046904

Annexure– D

PROFORMA OF INSURANCE SURETY BOND FOR PERFORMANCE SECURITY
(On Non-Judicial stamp paper of value Rs. 500/-)

Ref. No.……..
Insurance Surety Bond No . …….

Dated……..

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

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

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

4. We, ... the Surety further agree with the Purchaser that Purchaser shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said order /or to extend time of performance by the Supplier from time to time or to postpone for any time to time any of the

powers exercisable by the Purchaser against the Contractor/Supplier to forbear to enforce any of the terms and conditions relating to the order and we shall not be relieved from our liability by reason of any such variation or extension being granted to the Contractor/ Supplier or for any forbearance, act or omission on the part of the Company or any indulgence by the Company to the Contractor/Supplier or by any such matter or things whatsoever which under the law relating to sureties would have the effect of relieving us.

5. We_____ the Surety further undertake not to revoke this Bond during its currency except with the previous consent of the Purchaser in writing.

6. We_____ the Surety also agree that the Surety's liability under this Surety shall not be affected by any change in the constitution of the Contractor / Supplier.

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

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

IN WITNESS WHEREOF the surety has executed this document on this .....day of……
For ……. the Surety
(by its constituted attorney)
(Signature of a person authorized
to sign on behalf of 'the Surety')

MAZAGON DOCK SHIPBUILDERS LTD.
OUTSOURCING DEPARTMENT
Add. Service Level Agreement (SLA) for tender no. GEM/2026/B/8046904

ANNEXURE-B1

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

MAZAGON DOCK SHIPBUILDERS LTD.
OUTSOURCING DEPARTMENT

Add. Service Level Agreement (SLA) for tender no. GEM/2026/B/8046904

Public Procurement (preference to Make in India) Order 2017 dtd 19.07.2024 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 19.07.2024

SIGNATURE: _____ **DATE:** _____

Seal / Stamp of Bidder

MAZAGON DOCK SHIPBUILDERS LTD.
OUTSOURCING DEPARTMENT

Add. Service Level Agreement (SLA) for tender no. GEM/2026/B/8046904

ANNEXURE-C1

ACTUAL LOCAL CONTENT CERTIFICATE
(Tender value Less than Rs 10 Crores)

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

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

IN RESPECT OF CONTRACT No./ PO No......
ISSUED BY: (Name of Firm):.....

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

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

(a) The facts contained herein are within my own personal knowledge.
(b) My/our company had declared the local content at the time of tender as under

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

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

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

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

(d) I accept that the Procurement Authority / Institution / MDL / Nodal Ministry has the right to request that the local content be verified in terms of the requirements of revised Public Procurement (preference to Make in India) Order 2017 dated 19.07.2024 and I shall furnish the document / information on demand. Failure on my part to furnish the data will be treated as false declaration as per PPP MII Order 2017. I undertake to retain the relevant documents for 7 years from date of execution.

(e) I understand that the submission of incorrect data, or data that are not verifiable as described in revised Public Procurement (preference to Make in India) Order 2017, may result in the Procurement Authority / Nodal Ministry / MDL imposing any or all of the remedies as provided for in Clause 9 of the Revised Public Procurement (preference to Make in India) Order 2017 dated 19.07.2024.

SIGNATURE: _____ **DATE:** _____

Stamp / Seal of the company

MAZAGON DOCK SHIPBUILDERS LTD.
OUTSOURCING DEPARTMENT

Add. Service Level Agreement (SLA) for tender no. GEM/2026/B/8046904

MAZAGON DOCK SHIPBUILDERS LTD.
OUTSOURCING DEPARTMENT

Add. Service Level Agreement (SLA) for tender no. GEM/2026/B/8046904

Safety Instruction for sub-contractors Annexure 'B'

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

1. Scope of Work:

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

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

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

2. General Safety Guidelines:

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

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

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

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

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

2.6 Smoking is strictly prohibited.

2.7 Fishing is not permitted in the yard.

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

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

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

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

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

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

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

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

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

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

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

4. Safety Guidelines:

4.1 <u>Safety during Cutting & Welding:</u>

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.

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

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

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

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

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

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

4.2 Safety while Material Handling/Lifting and Turning:

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

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

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

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

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

4.2.6 Ensure only competent persons are allowed to operate cranes.

4.2.7 Crane operators must only take Instruction from designated rigger.

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

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

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

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

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

4.3 Safety while working on height:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5. Electrical Safety:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6.12 Never use any electrical equipment without proper earthing.

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

7. Safety while working in Confined Spaces:

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

7.2 Prepare adequate emergency arrangements before the work starts.

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

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

7.5 Adequate light arrangement should available.

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

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

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

8. Safety while Blasting and Painting Operations:

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

9. Safety at Civil Construction Sites

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

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

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

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

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

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

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

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

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

9.13 Excavation area should be adequately lighted for night work.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

9.31 Do not leave planks with nails on passageways.

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Annexure 'C'

STATUTORY COMPLIANCES BY SUB CONTRACT EMPLOYEES

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

(1) Labour Licence:

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

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

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

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

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

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

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

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

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

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(2) Commencement / Completion of work:

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

(3) Daily attendance of contract employees:

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

(4) Insurance coverage:

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

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

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

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

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

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

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

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

(5) Provident Fund Coverage:

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

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

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

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

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

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

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

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

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

(7) Payment of wages/salaries:

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

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

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

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

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

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

(8) Payment of Minimum wages

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

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

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

(9) Medical Examination of Sub Contract/Outsourced employee

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

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

(10) Health, Safety and Welfare

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

(11) Maintenance of record / register:

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

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

(12) Display of Notices

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

(13) Working on weekly off and holidays:

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

(14) Applicability of labour laws:

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

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Enclosure 13

NON DISCLOSURE AGREEMENT

THIS NON DISCLOSURE Agreement made at Mumbai, India on this _____ day of _____2014 between Mazagon Dock Shipbuilders Limited a company registered under the Companies Act, 1956 and having its registered office at Dockyard Road, Mumbai-400 010 (hereinafter referred to as "MDL") and _____a company registered under the Companies Act, 1956 and having its registered office at _____(hereinafter referred to as "_____").
MDL and _____ shall hereinafter be collectively referred to as "the Parties" and individually as "a Party".
WHEREAS
A*. MDL has floated a tender and is required to provide certain information to (name of the bidder) to prepare his bid and/or
AA **. The Parties are considering to enter into a _____for which each Party shall provide information ("Disclosing Party") to the other Party ("Receiving Party") which at present is confidential and not in the public domain.
B. The Parties intend that the aforesaid information be kept confidential as between the Parties. The Parties undertake and declare that they shall not divulge, publish or reproduce the same before any party or person except in accordance with the terms of this Agreement.
NOW THEREFORE the Parties agree as follows:
1. As used in this Agreement (hereinafter referred to as the "Agreement") the term "Confidential Information" shall mean any technical, confidential, proprietary or trade secret information or data disclosed by the Disclosing Party in connection with the _____ to the Receiving Party including without limitation any written or printed documents, specifications for the vessel, plans, general arrangement plans, production schedules, drawings, samples, models, information regarding business operations, financial information, marketing strategies, either in writing or orally or any means of disclosing such Confidential Information that the Disclosing Party may elect to use prior to the execution or during the validity of this Agreement. The Receiving Party agrees that all Confidential Information shall be treated as absolute confidential and the Receiving Party shall not disclose to any person such information otherwise than in terms of this Agreement. The Receiving Party will impose a similar duty of confidentiality on any person to whom the Receiving Party is permitted to transfer such information in accordance with the terms hereof.
For the purposes of this Agreement, the term "Receiving Party" shall mean and include its officers, employees, directors, agents, contractors, representatives, affiliated companies, successors and assigns.
2. Nothing in this Agreement may be construed as compelling the Disclosing Party to disclose any Confidential Information to the Receiving Party or to enter into any contractual relationships with the Receiving Party.
3. Any information or data in whatever form disclosed by the Disclosing Party to the Receiving Party and which (i) is clearly identified as Confidential Information by an appropriate and conspicuous marking or (ii) has been identified as Confidential Information at the time of disclosure shall be subject to the relevant terms and conditions of this Agreement. The Disclosing Party's decision whether any information disclosed by it under this Agreement is confidential or not shall be final and binding on the Receiving Party.
4. The Receiving Party hereby covenants that the Confidential Information received from the Disclosing Party shall:
(a) Be safely kept by the Receiving Party; the Receiving Party shall protect the Confidential Information with the same degree of care as the Receiving Party uses with its own confidential information in order to prevent its disclosure, copy and / or its use (but in no event less than reasonable care) for purposes other than the Proposal.
(b) Be only disclosed to, and used by, those employees or directors who have a need to know.
(c) Not be disclosed to a third party except those with a need to know provided they receive such information subject to the same restrictions as are contained in this Agreement.
(d) Be used by the Receiving Party directly or indirectly, solely for the purpose of considering, evaluating and effecting the tender/bid/contract.
5. The Receiving Party shall promptly upon requests by the Disclosing Party at any time return all copies of the Confidential Information communicated to it hereunder together with all copies and extracts made thereof and shall not retain any copies of the same, in any form whatsoever.
6. The Receiving Party shall have no obligations or restrictions with respect to:

(a) Information publicly known through no wrongful act of the Receiving Party.
(b) Information rightfully disclosed by a third party without breach of this Agreement by the Receiving Party and which can be communicated without restriction.
(c) Information which was already known or which was independently developed by the Receiving

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

14. This Agreement shall be valid for a period of _____(_____) years from the date of its execution between the parties. Notwithstanding the aforesaid, the obligations of Parties in connection with confidentiality under this Agreement shall survive in perpetuity.
15. The foregoing constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes and cancels any prior representation, understanding and commitment (whether oral and written) made between the Parties with respect to or in connection with any of the matter of things to which this Agreement applies.
16. This Agreement shall be governed by and shall be interpreted in accordance with the laws of India.
17. Any dispute arising in connection with or out of the validity, performance or the interpretation of this

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Add. Service Level Agreement (SLA) for tender no. GEM/2026/B/8046904

Agreement shall be finally settled by the competent jurisdiction in Mumbai.

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

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

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

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

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

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

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

* - A: Pre-submission of Bid
**- AA: Post Entering of Contract

In case any changes to format are desired by the supplier, same shall be approved as under –

i) Dealing Executive to initiate and put up.
ii) HOD(C)/PE(C) to recommend
iii) CS/GM(L&E) to vet.
iv) Functional Director to approve.