



दो बोली जीईएम - निविदा जीईएम /२०२४/बी/५३३२३२८

TWO BID GEM BID GEM/ 2024/B/5332328 - Annual Rate Contract for Hiring of 750 KW DG at MDL / MbPT/ NHAVA Yard (Ulwe) / Naval Dockyard, Mumbai for Y 12652 of P17A Ships.

Part A

SERVICE LEVEL AGREEMENT (SLA)

(This SLA document is in addition to the GEM SLA terms & condition)

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

1. **DESCRIPTION OF WORK / SUPPLIES / SERVICES:** Annual Rate Contract for Hiring of 750 KW DG at MDL / MbPT/ NHAVA Yard (Ulwe) / Naval Dockyard, Mumbai for Y 12652 of P17A Ships.
2. **SCOPE OF WORK:** Refer Annexure-A for detail SOW.
3. **INSPECTION:** USER
4. **CONTRACT VALIDITY, WORK SCHEDULE, & MOBILIZATION:**
 - 4.1 **Contract validity:** Contract shall be for the period of one (01) year from the placement of order. Any work released till the completion of contract shall be carried out by the contractor. However exact date of commencement will depend upon award of contract. Tentative overall period of work is 01.11.2024 to 31.10.2025.
 - 4.2 **Work schedule:** Schedule of work will be jointly prepared by Ship manager/OIC (not below the rank of Chief Manager) with contractor for overall contract period after placement of order. The contractor has to undertake the work as per schedule mentioned therein. This delivery schedule will be strictly adhered for execution and same will be criteria for LD applicability. For a quantum of work, date of completion will be decided on mutual agreeable basis. After completion of particular job, WDC is to be submitted by contractor & WCC is to be obtained from MDL berth.
 - 4.3. **Mobilization:**
 - i. Mobilization period will be of 07 Days from intimation received from planning Department- P17A. During this period, all the formalities for preparation of gate passes / permits should be completed by DG Contractor & Generator should be mobilized at site as per requirement projected by PLG-P17A Dept. for Y 12652.
 - ii. In case of requirement at MbPT & Naval Dockyard, Contractor should co-ordinate with respective PMT and make arrangements for the gate pass, entry pass for his operator /DG SET/entry of Diesel etc., well in advance so as to avoid delays in mobilization of Generator/s.
 - iii. Any internal shifting of generator within MDL/ NHAVA YARD (Ulwe)/ MbPT/ ND Mumbai, no charges towards re-mobilization / de-mobilization will be payable & contractor shall ensure to keep Generator as close to work place as possible.
 - iv. Shifting of the Generator as per site requirement from MDL /NHAVA YARD (Ulwe) / MbPT/ND Mumbai or within MDL will be in supplier's scope.
 - v. Loading and Unloading of Generator will be MDL scope (limited to crane & rigger)
 - vi. Operator should have Police Verification Report (PVR) for entry and exit at ND Mumbai and MDL.
 - 4.4. **De-Mobilization:**

If the requirement of Generator is completed, 03 days' prior intimation shall be given to the Contractor by Ship Manager (Y12652) or any executive authorized by SM (YD 12652) and the contractor should make all necessary arrangements for demobilization of the unit out of MDL/ NHAVA YARD (Ulwe)/ MbPT / ND Mumbai premises.



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Note: No charges will be paid for the movement of generator within MDL/ NHAVA YARD (Ulwe)/ MbPT / ND Mumbai premises.

5. INTEGRITY PACT (IP):

- 5.1. The signed and stamped Integrity Pact (IP), with signature and stamp on each and every page of IP, is to be submitted by the prospective vendors/bidders.
- 5.2. The pact essentially envisages the agreement between prospective vendors/bidders and buyers committing the persons / officials of both the parties not to exercise any corrupt influence on any aspect of the contract. Only those vendors/bidders who enter into such an integrity pact with the buyer would be competent to participate in the bid. Therefore, non-acceptance of Integrity Pact by the vendors/bidders, the bid shall be liable for rejection. The format of Integrity Pact is placed at Annexure- P.
- 5.3. Please note that the Bidders not agreeing to accept Integrity Pact or submitting integrity pact with deviation in MDL formats shall be liable for rejection.
- 5.4. A scanned copy of the Integrity Pact duly signed by bidder, strictly as per the format given at Annexure P is to be uploaded along with the offer. The original of the Integrity pact is to be submitted to MDL within 7 days of the tender closing date.
- 5.5. In case of successful bidder, a clause will be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the Principal/Buyer to forfeit the same without assigning any reason for imposing sanction for violation of the Integrity Pact. MDL shall not be bound by any printed conditions or provisions in the sellers bid forms or acknowledgement of contract, invoices, packing list and any other documents which impose any conditions at variance with the tender terms/final negotiated & accepted terms.
- 5.6. The nominated Independent External Monitor (IEM) will have power to access the entire project document and examine any complaints received by him. The details of nominated IEM from the panel of IEMs are as follows: (i) Sh. Subhash Chandra, IAS(Retd) Email:subhash59@hotmail.com (ii) Mr. V Rao, IRS(Retd) and Email: pasupuletirao@yahoo.co.in. For updated list of IEMs, Kindly visit MDL website www.mazagondock.in
- 5.7. Kindly visit MDL website www.mazagondock.in

6. EARNEST MONEY DEPOSIT (EMD):

- 6.1. EMD applicable for this tender is Rs. 10,00,000/- (INR Ten Lakhs only).
- 6.2. The EMD can be remitted directly to MDL Bank Account as per details given in **Annexure-K** of this 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.
- 6.3. EMD can also be submitted in the form of DD/Bank Guarantee in the prescribed format drawn in favour of MAZAGON DOCK SHIPBUILDERS LIMITED payable at Mumbai. The format of Bank Guarantee for EMD is available on MDL Website. The bid bond / Bank Guarantee should be valid for 4 more weeks beyond the offer validity period indicated in the tender. Bank Guarantee should be drawn on reputed Nationalized/Scheduled Banks excluding co-operative banks. In case of BG, Bidders to advise their bank/banker to send original BG directly to OTS department in sealed envelope to dispense with additional step of verification of authenticity of signatories.
- 6.4. Bidders are requested to upload the scanned image of EMD i.e. Annexure-K DD/Bank Guarantee online along with the bid. If bidders are submitting the Bank Guarantee, they are requested to inform us the address, Tel. No., Fax No. of the issuing Bank and forward the original of the scanned copy of EMD enclosed in a envelope addressed to HOD (Outsourcing), 6th floor, Service Block, North Yard, Mazagon Dock Shipbuilders Limited, Mumbai-400010, super scribing Tender No & Tender date by Speed Post/Registered Post/Courier Service/Hand Delivery to reach the office of HOD(Outsourcing) within seven days from the Tender closing date. The date of BG should not be later than the tender closing date.



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- 6.5. Timely submission of the EMD is the responsibility of the bidders and no reasons / excuses in this regard will be entertained by MDL. Bids without EMD will not be considered.
- 6.6. EMD of unsuccessful bidders will be returned after finalization of the tender and shall be interest free.
- 6.7. "For making online payment please 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.

6.8. EXEMPTION FROM SUBMISSION OF EMD

Following bidders shall be exempt from submission of EMD:

a)	State & Central Government of India departments, Public Sector Undertakings.
b)	Firms registered with Mazagon Dock Shipbuilders Limited (MDL). (The vendor who are permanently registered under PR-material /service group " 1000000 MISC ITEMS " in MDL, only for them EMD is exempted. Other vendors who are permanently registered under different group in MDL have to submit the EMD as stipulated in tender) To qualify for EMD exemption, firms should necessarily submit VALID copy of the Registration Certificate issued by MDL, for the items for which the offer being submitted, in Part-I offer/bid. Firms in the process of obtaining MDL registration will not be considered for EMD exemption.
c)	Firms registered with NSIC under its "Single Point Registration Scheme". (Exemption will apply only to items/services for which they are registered). To qualify for EMD exemption, firms should necessarily submit VALID copy of the Registration Certificate along with the list of items/services for which they are registered, as issued by NSIC, in Part-I offer / bid. Firms in the process of obtaining NSIC registration will not be considered for EMD exemption.
d)	Micro and Small Enterprises who are manufacturer or Service Provider and give specific confirmation to this effect at the time of bid submission and whose credentials are validated online through Udyam Registration (as validated by Government from time to time) and through uploaded supporting documents.
e)	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.
f)	Green Channel Status vendors qualify for EMD exemption. Such firms shall submit 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.

- 6.9. The original BG/ DD/ Pay Order must be submitted to the Head of Department (HOD), Outsourcing Department, Sixth Floor, Service Block, 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.
- 6.10. EMD of the disqualified/Techno-commercially rejected bidder (s) will be refunded within fifteen (15) days from the date of receipt of approval for opening of price bids of the Techno-



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commercially qualified offers. EMD of other unsuccessful bidder (s) will be refunded after placement of the Order on the successful bidder. EMD of successful bidders may be converted into security deposit or refunded on receipt of security deposit BG. The returned / refunded EMD would be interest free.

7. BID REJECTION CRITERIA:

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

7.1.1. **Bids/Offer received other than GEM portal.**

7.1.2. **Bids received without EMD (other than those who are exempted from payment of EMD), as specified in the tender**

7.1.3. **Bidder who are debarred under PPP MII order 2017, GeM, CPPP including tender holiday issued by MDL.**

7.1.4. **Bids received after tender closing date and time.**

7.2. For the following conditions (other than non-negotiable conditions indicated at 7.1, equal time & opportunity for submission of deficient techno-commercial documents and clarifications shall be given to the bidders. 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 document 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. 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:

7.2.1. **Bidder not quoting for all the services tendered & listed in the Rate Sheet.**

7.2.2. **Bidder's failure to submit sufficient or complete details, in case of deficiencies notices in evaluation of bids.**

7.2.3. **Incomplete/ misleading/ ambiguous bid in the considered opinion of the Technical Negotiation Committee (TNC)/ Commercial Negotiation Committee (CNC) of MDL.**

7.2.4. **Bid with technical requirements and/or terms not acceptable to MDL/ Customers/ External agency nominated, as applicable.**

7.2.5. **Bids received without pre-qualification documents, where required as per tender.**

7.2.6. **Bidders not meeting the Pre-Qualification parameters stipulated in tender enquiry.**

7.2.7. **Validity period indicated by bidder is shorter than that specified in the Tender Enquiry.**

7.2.8. **Bidders who have not agreed for the fixed price till the validity of the tender or have quoted the variable price.**

7.2.9. **Bidders not agreeing to furnish required Performance security till completion of the supplies / services as per contract.**

7.2.10. **In case of e-tenders, the original of the uploaded copy of EMD (DD/BG) not received by MDL.**



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- 7.2.11. Bidders not meeting the eligibility criteria given in tender regarding the Class of Supplier as per PPP MII Order 2017.
- 7.2.12. Bidders not submitting the declaration certificate for local content & location of local value addition in the declaration certificate (Annexure-M.1).
- 7.2.13. Bidders not indicating / not specifying the local content percentage or/ and location of local value addition in the declaration certificate (Annexure-M.1).
- 7.2.14. Bidder submitting local content declaration certificate not certified by appropriate authority as per tender i.e. Annexure-M.1.
- 7.2.15. Non-submission of Compliance Certificate w.r.t Land Border Clause as per the enclosed format (Restrictions under rule 144(xi) of general financial rules GFRs, (2017)) at Annexure- H.
- 7.2.16. Bidders submitting incomplete declaration certificate for local content as per format stipulated in the tender (Note: Applicable to tenders where local content declaration certificate format is enclosed in the tender)
- 7.2.17. If a firm quotes NIL Charges/consideration, the bid shall be treated as unresponsive and will not be considered.
- 7.2.18. Bidder not uploading a scanned copy of the Integrity Pact duly signed by bidder, along with the offer. The original of the Integrity pact is to be submitted to MDL within 7 days of the tender closing date.

8. PRE- QUALIFICATION CRITERIA:

8.1. Similar work/job is defined as

Bidder should have experience of providing generators/compressors on hire basis to any engineering industry.

8.2. Sr. no. 8.3 (i) and (ii) below not required for permanent registered vendors. However, such bidders should upload a scanned image of valid registration certificate; duly self-attested and stamped with their company seal.

8.3 The bidder is required to submit scanned copies of necessary documents as below to ascertain their **qualifying** status. MDL reserves the right to verify the authenticity of the documents submitted / claims made by the bidder wherever felt necessary:

i)	Bidders Company Profile.
ii)	Bidders Shop & Establishment certificate, Tax registration certificate and PAN card.
iii)	List of equipment held by them with model / year / working status along with details of their facilities and personnel with designation, qualification and experience to determine their capabilities.
iv)	The bidder should have a minimum average turnover of at least for Rs 225 Lakhs during the last three years ending 31st March 2023 (i.e. for FYs 2020-21, 2021-22 and 2022-23) and shall upload the audited balance sheet along with profit/loss account for the last three years.
v)	Bidder's experience of having successfully completed similar works defined at para 8.1 above, during last 7 years ending on 31 Jul 2024 should be either of the following:
a)	Three similar completed works each costing not less than Rs 300.00 Lakhs.
	OR
b)	Two similar completed works each costing not less than Rs. 375.00 Lakhs.



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		OR
	c)	One similar completed work costing not less than Rs. 600.00 Lakhs.
	d)	Jobs of similar nature completed in a continuous span of 12 months costing not less than Rs. 375.00 Lakhs.

Note

1. If any cash transection included in turnover (statement of profit & loss), the same will not be considered for turnover value.
2. 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.
3. The bidders need to scan and upload supporting documentary evidence in support of the Qualification Criteria Viz. Work order, work completion certificate issued by the party for whom the work is done. The Work Order/s not supported by Work Done Certificate/s will not be considered for qualification criteria. The concerned HOD or TNC has a right to verify /cause verification of authenticity of the said document whenever felt necessary.
4. 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.
5. The work executed by the bidder for their in-house or capital use will not be considered for the purpose of bidder's experience or completion of similar works.
6. 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.
7. Bidder is required to submit information in the form of the table (**Annexure-N**) for the orders, which qualify them as per the above criteria, as the information in the tabular form shall hasten the technical scrutiny.

9. VALIDITY PERIOD: Bids/ Offers shall have a validity period of **120** days from the tender closing date. In case techno-commercially accepted bidder/s does not agree to extend the offer validity, the offers of all techno- commercially accepted bidder/s including the bidder who has not agreed to extend their offer validity shall be opened and proceed further with valid bids.

10. PRE -BID CONFERENCE: Not applicable to this tender.

11. ON-LINE SUBMISSION OF BIDS IN TWO-BID SYSTEM:

On-line Offer (e-bid) must be uploaded in two parts, Part-I Techno-commercial bid & Part-II price bid, on the Government e Marketing site GeM. Offer in any other form will not be considered.:

Part- I: Online Techno-commercial bid will be opened on the tender opening date/extended opening date shall contain the following.

11.1. Technical bid shall contain following documents:

i.	<p>Scanned image of EMD-BG/ Online Remittance as stipulated in clause 6 for EMD.</p> <p>The original of the above of EMD-BG/ Online Remittance, shall be forwarded to GM (OTS) / HOD (OTS) in sealed envelope super scribing Tender Enquiry No. and Due date, so as to reach <u>within 7 MDL working Days</u> from the tender closing date, addressed as below:</p>
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	GM(OTS), 6th floor, Service block, North yard, Mazagon Dock Shipbuilders Ltd. Dockyard Road, Mumbai - 400010.
ii.	<p>Bidder should also upload scanned copies of following in the Prescribed Formats:</p> <p>a) Additional Service Level Agreement Acceptance Format (Annexure – C) b) General Conditions of Contract (GCC) for Goods & services acceptance format (Annexure – D)</p> <p>The above documents shall be; duly stamped, signed & filled 'Accepted OR Not Accepted' as applicable for each of the clause.</p> <p>Normally deviations to the tender terms are discouraged. However, if the bidder has any deviations, the same should be filled in above formats mentioning the deviation against the relevant Tender clause no., failing which it will be construed that all clauses of Tender inquiry, GCC appearing against the tender are understood by you and are fully acceptable to you. In the event bidder has no deviations, he should submit following forms mentioning 'Accepted'. Any deviations mentioned elsewhere in the offer other than in said Forms will not be considered.</p>
iii.	Copy of Blank rate sheet (Annexure B) clearly indicating ' Quoted/ Not-Quoted ', also indicating the percentage % of applicable taxes/duties against each of the listed duly stamped & signed, should also be uploaded.
iv.	Bidders should upload <u>signed and stamped</u> acceptance of GST Terms and conditions (Annexure-F)
v.	Bidder should scan and upload Acceptance on Firm's letterhead of: a) Validity of Offer (Clause No. 9) b) Ready to submit Performance security (Clause No. 17) & to extend the same on MDL request.
vi.	Bidder should upload scanned copy of tax and duties certificate (e.g. GST registration) for which they are registered. Scanned image of Valid GST Registration Certificate (All pages).
vii.	Bidder should upload <u>signed and stamped</u> acceptance of Statutory Compliances while deploying Contract Employees in MDL Premises and its units (Annexure-G).
viii.	Bidder should upload <u>signed and stamped</u> acceptance of Safety instruction for Sub-Contractor(Annexure- J).
ix.	To meet the qualification requirement at tender clause 8.1 & 8.3(v), Bidders should upload scanned Copies of work Orders, Work Completion Certificates, and Performance reports for the job executed.
x.	Track Record/ Information of past orders as per Annexure-N.
xi.	To meet the qualification requirement at Clause No. 8.3(iv), Bidder should upload scanned audited balance sheet with auditors reports and profit & Loss statement for FY 2020-21, 2021-22 and 2022-23.
xii.	Duly filled Declaration Certificate for Local content in Annexure – M.1.



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xiii.	Declaration by bidder for Restrictions under rule 144(xi) of General Financial Rules GFRs, (2017) on firm's letterhead (Annexure – H).
xiv.	Copies of valid UDYAM Registration and Approval certificates (if any) of the following shall be uploaded on-line: (a) Micro Enterprises. (b) Small Enterprises. (c) ISO Accreditation.
xv.	Copies of valid Start-Up Registration and Approval certificates (if any)
xvi.	Bidders not registered with MDL should scan and upload the following document. (a) RTGS/ NEFT - Mandate Authorization Form (Annexure-L) (b) Scanned image of PAN card. (c) Company Profile, Shop & Establishment
xvii.	Bidders registered with MDL should scanned and upload valid Registration Certificate issued by MDL.
xviii.	A scanned copy of the Integrity Pact duly signed by bidder, strictly as per the format given at Annexure P is to be uploaded along with the offer. The original of the Integrity pact is to be submitted to MDL within 7 days of the tender closing date.

Note: 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. 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.

- 11.2. **Part- II (Price Bid):** This should contain only the PRICES for each of the listed items strictly in the prescribed format provided online. Price bid must be enclosed only in the required format as appearing online.

Note: In case of error in the aggregate values, the individual service-wise quoted rates will be considered.

Prices for the tendered services/ Items and applicable Taxes and duties are to be quoted by entering the same online. Timely submission of the e-bids is responsibility of the bidders and no reasons / excuses in this regard will be entertained.

- 11.3. Opening of Techno-Commercial e-Bid (Part-I): Techno-Commercial e-bid (Part-I) will be opened online on the tender opening date or extended tender opening date or next working day if opening date happens to be holiday declared by MDL. The participant bidder can also check the status online from their locations by logging on GEM website.
- 11.4. Opening of Price e-Bid (Part-II): After completion of Techno-commercial scrutiny, intimation for price e-bid opening will be communicated only to techno-commercially accepted bidders. Bidder (s) to note that such intimation may be given at a short notice by Fax, E-mail or even by telephone only to techno-commercially accepted bidder(s). Techno-commercially qualified bidders can also witness opening of price bids online from their locations by logging on GEM Portal.



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12. PRICING:

- 12.1. Contract Price shall remain firm and fixed for during duration of contract.
- 12.2. Bidder shall quote the price in the tender enquiry which will be inclusive of all costs such as all the expenses such as manpower, Consumables to be provided by Service Provider, High End Machinery & Equipment to be provided by Service Provider transport, travel, supervision, Material, equipment etc. and as per statutory requirements (minimum wages, PF, Insurance, etc.). However, the applicable taxes/duties & levies will be indicated separately in the rate sheet. The prices quoted shall remain firm and fixed during the currency of the order/contract. Illustration of Rate sheet format is as per Enclosure-2.
- 12.3. MDL shall not be bound by any printed conditions or provisions in the bidder's bid forms or acknowledgement of Order/Contract, invoices, packing list and other documents which purport to impose any conditions at variance with or supplemental to Order/Contract.
- 12.4. **OPTION CLAUSE:** MDL retains the right to increase/decrease the ordered quantity by up to 50 % at any time, till final delivery date (or the extended delivery date of the contract), by giving reasonable notice even though the quantity ordered initially has been supplied in full before the last date of the delivery period (or the extended delivery period).

13. RANKING OF BIDS & DETERMINATION OF L-1 BIDDER:

- 13.1. Techno-Commercially Qualified Overall Lowest Bidder as evaluated by GeM will be considered for the placement of order for the entire tender quantity. Bidders have to quote their price, applicable taxes (viz.GST%, CESS etc.) as per rate sheet available on GeM Portal.
- 13.2. Bidder not quoting for all the services tendered & listed in the Rate Sheet are liable for rejection.
- 13.3. Bidder has to confirm that they have quoted all the line items by filling **Annexure B**.
- 13.4. (Note J): If, in the price structure quoted price for the required goods, there is discrepancy between the unit price and total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly.
- 13.5. (Note k): If there is an error in a total corresponding to the addition or subtraction of sub-totals, the sub-total shall prevail and the total shall be corrected.
- 13.6. (Note l): If there is a discrepancy between words and figures, the amount in words shall prevail.

14. WORK DONE CERTIFICATE:

- 14.1. Work Completion Certificate shall be issued by the OIC not below the rank of Chief Manager and also duly endorsed by Ship Manager (SM) of Yard 12652 separately indicating details of the Generator along with 15 Days Log Sheet.
- 14.2. Work Completion certificate (WCC) shall be issued on Satisfactory completion of respective work with inspection and acceptance reports. Department responsible to issue WCC shall be Planning/User dept. (Chief Manager and above) whoever is availing the said services.
- 14.3. The WDC shall include cumulative statement of jobs carried out till last WDC. The necessary service entry shall be made in SAP system by the WDC certifying authority and will be submitted to the contractor for further invoicing. The WDC shall bear relevant Service Entry Sheet No., PO No. and respective item Sr. No., sub service line item of the PO.
- 14.4. The WDC must clearly mention the mutually agreed completion schedule and actual work done schedule for start date and end date.
- 14.5. In case of delays, the duration along with numbers of delayed days shall be specified in respective WDCs to invoke LD clause and effect recoveries from sub contractor's invoice.
- 14.6. The successful Bidder/s (Contractor/s) shall submit WDC as per the format.

15. TERMS OF PAYMENT:

- 15.1 100% payment shall be made within 15 days of issue of consignee receipt-cum- acceptance certificate(CRAC) and submission of bills.
- 15.2 Work Done Certificate, WCC etc. shall be duly certified by executive of User Dept. not below the rank of Chief Manager.
- 15.3 Work completion certificate should confirm that the work is completed in time or in case of delays, the duration be specified in this certificate to invoke LD Clause and effect recoveries from Contractors' invoice.



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15.4 Alternate MSME vendor payment through TReDS:

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

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

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

15.4.3.1 "Invoicemart" TReDS platform or by registering on it.

Contact details at "Invoicemart" TReDS platform are as below:
022 6235 7373 and a new mail id service@invoicemart.com.

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

Contact details at "M1xchange" TReDS platform are as below:

+91 9920455374 Ms Ashwathi Jayandran email id
ashwathi.jayandran@m1xchange.com

+91 8839915724 Ms. Prinyaka Shah email id prinyaka.shah@m1xchange.com

15.5 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). However, this rule will not apply to Micro enterprise with Udyam Registration No. (URN), as their turnover is less than Rs. 5 Cr.

15.6 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**".

15.7 In case of failure to submit the E-Invoice/ or the self-declaration (if applicable)/ or the complete and relevant documents. The Tax invoice shall be returned and claim will not be processed. Kindly note that submission of the complete & relevant documents with the invoice is essential for effecting (timely) payment to the Subcontractor.

16 MODIFICATION: Not applicable.

17. Performance Security (Performance Bank Guarantee cum Security Deposit) :

Successful bidder (Contractor) shall submit Performance Security @ **5%** of Order Value (excluding Taxes, Duties, etc.) within 25 days from the date of Order/Contract.

17.1 Submission of Performance Security is exempted for Indian PSUs. In lieu, Indemnity Bond in favor of MDL is required to be submitted (Format of the same would be forwarded with the Order).

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

17.3 Mode of Performance Security:

17.3.1 Performance Security to be submitted in the form of NEFT / DD/ Pay Order/ Bank Guarantee drawn in favor of Mazagon Dock Shipbuilders Limited from the list of banks approved by SBI/ Canara bank published on MDL website within 25 days from the date of contract. Crossed DD / Pay Order issued by Cooperative banks however will be accepted subject to realization.



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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.

- 17.3.2 Bidders to advise their bank/banker to send Performance Security directly to commercial 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. Performance Security Bank Guarantee Format enclosed at **Annexure-O**.
- 17.3.3 Performance Security through NEFT- remittance through Bank: In case of online remittance of Performance Security amount, scanned image of **Annexure-K**, duly filled is to be submitted to Outsourcing Department. Further, the bidder should specifically mention the details of company name as well as nature of remittance, tender number/order number etc. in the text/narration fields of Bank's NEFT remittance in order to identify the same.
- 17.3.4 Performance Security through payment gateway on MDL website – Kindly refer steps given at **Annexure-K**.
- 17.4 Any delay in submission of Performance Security shall result into charging of interest by MDL on the Contractor @ PLR of SBI + 2 % on the Performance Security amount for the delayed period. Additionally, in case of failure to submit Performance Security within twenty-five (25) days from the date of order placement, the EMD submitted by the Contractor will be encashed and the Order would be liable for cancellation/termination with the invocation of Risk Purchase provisions of the Tender/Order.
- 17.5 Additionally, Performance Security amount could be withheld from the payable Invoice (s) of the Contractor, if any.
- 17.6 In case completion of work is likely to be delayed beyond the Order completion period/Contractual period or this period is required to be extended, the Contractor shall have to extend the validity of the Bank Guarantee for Performance Security till such extended period. In case of failure to comply with such extension of the Bank Guarantee for Performance Security by the Contractor, the Bank Guarantee is liable for encashment by MDL.
- 17.7 Non-performance of the Terms & conditions of Order and/or default/breach by the Contractor will result in forfeiture of the Performance Security with application of Risk Purchase provisions. 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.

18. **GUARANTEE/Warranty:** Not Applicable

19. **PERFORMANCE BANK GUARANTEE (PBG):** Not Applicable in This Tender.

20. TAXES & DUTIES:

- 20.1. The items/service-wise rates quoted in the Rate sheet should exclude Taxes and Duties. Bidder should indicate Taxes and Duties as applicable separately in the same Rate sheet, at the space provided for, which will be paid extra based on tax invoice to the extent applicable.
- 20.2. Bidder shall indicate GST no. and HSN/SAC no. separately & the percentage of the applicable taxes and Govt. levies in blank Price Bid submitted in Part I (Techno Commercial Bid) as well as in Part-II Price Bid. Details as under;
- GST No.:
 - Type of dealer (composition/ Normal):
 - SAC/HSN NO.:
 - % of GST:
- 20.3. The variation in statutory levies etc. are not allowed unless the breakups in respect of taxes duties are clearly and separately furnished in bid.
- 20.4. Bidders are required to submit their provisional ID with HSN number, along with documentary proof. MDL's provisional GST ID is 27AAACM8029J1ZA.
- 20.5. Bidders are required to comply with all the provisions applicable under the GST Act. (Please refer **Annexure F**)
- 20.6. As per GST act, TDS will be deducted while making payment.



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21. **LOADING CRITERIA:** As per GeM methodology

22. **FREAK LOW QUOTES:**

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

23. **MODIFICATIONS TO THE BID:** As per GeM rules.

24. **NON DISCLOSURE AGREEMENT (NDA):** Not Applicable to this tender.

25. **WORKING ON MDL HOLIDAYS:**

Request for permission for working on Saturday / Sunday / holidays if required, should be submitted 3 working days prior to the date of holiday, to Personnel department and Security through concerned Dept.

26. **LIQUIDATED DAMAGES/ PENALTY:** Time is the essence of a Contract/PO. Therefore, the job, as Ordered, should be completed on the dates mutually agreed upon in accordance with the delivery schedule as indicated in schedule of work, delivery terms & delivery schedule

26.1. LD rate: If the contractor fails to perform Services within the time frame(s) incorporated in the contract, MDL shall, without prejudice to other rights and remedies available to MDL under the contract, deduct from the contract price, as agreed liquidated damages, but not as a penalty, a sum equivalent to the 0.5% percent of the delivered price of the delayed 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) .

26.2. Applicability of LD: Delays in completion of work due to delayed availability of work front(s) / Free Issued Material, etc. are not attributable to the contractor. Liability towards LD arises only in case of delays in completion of work attributable to the contractor. In case of delay attributable to the contractor, as indicated in WDC by WDC issuing authority, LD shall be levied on the undelivered portion of service. In such cases, the duration along with numbers of delayed days shall be specified in respective WDCs to invoke LD clause and effect recoveries from the contractor's invoice.

26.3. An Instruction Register & Hindrance Register shall be maintained by User Department, under the custody of Chief Manager & above Executive nominated by the Ship Manager. Instruction given to contractor will be recorded in the Instruction Register. The Contractor as well as MDL executive is required to record hindrances in hindrance register.

26.4. Penalty: In case contractor is not able to provide services within 5 Hours of intimation by MDL on any particular day, idle charges for that delayed period will not be paid. If contractor is not able to provide services at all on that day, then idle charges for the day will not be paid and penalty of equivalent idle charges for the day shall be deducted from payment.

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

28. **PARALLEL ORDER:** Not Applicable to this tender.

29. **FREE ISSUE OF MATERIAL:** Not Applicable



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30. PURCHASE PREFERENCE TO MAKE IN INDIA:

As per revised Public Procurement (Preference to Make in India) Order 2017 No. P45021/2/2017-B. E-II Dtd. 16 Sept 2020 issued by Govt. of India to encourage "Make in India" policy, Purchase Preference shall be given to local suppliers in the following manner:

(a) The terminology/ **definitions** used in the said order is as below:

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

(b) **Minimum local content:**

The 'local content' requirement to categorize a supplier as 'Class-1 local supplier' is minimum 50%. For 'Class-II local supplier', the local content requirement is minimum 20%.

(c) **Declaration by Local Supplier:**

- (i) Bidders should indicate the percentage of local content (i.e. value added in India) along with the details of location/s where the value addition is made, in their bids, item wise or tender wise. The indicated local content percentage shall decide categorization of the vendors as "Class-I Local Supplier" / "Class-II Local Supplier" / "Non-local Supplier". All bidders should declare that the item and service offered meets the minimum local content & indicate its percentage in their offer which shall meet or excel required local content specified in tender. This declaration is necessary even if Custom Duty Exemption and / or ERV (if applicable) are not being sought. Certification as under is to be submitted mandatorily in technical offer Part-I bid.
- (ii) The bidders shall provide a self-certificate, as per Annexure-M.1, giving the percentage of local content.
- (iii) 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.



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- (iv) Declared Local Content shall be the basis for categorization of the vendors and tender evaluation. However, MDL reserves the right to undertake detailed examination of declared local content and may call vendor to submit relevant documents.
- (v) After the contract is awarded and the services/ supplies are completed, the supplier shall provide a "Local content certificate" (Annexure-M.2) declaring the actual Local content percentage achieved while executing the contract. In case of failure to provide Local Content Certificate for the executed order within reasonable time, the issue be referred for debarment.
- (vi) The supporting documentation towards realization of committed Local Content as per the contract / order terms & conditions shall be maintained for a period of seven years from the date of completion of the contract for audit purpose. Nodal Ministry may constitute committees with internal & external experts for independent verification of self-declarations and auditor's / accountant's certificates on random basis and in the case of complaints.
- (vii) 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.
- (viii) 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.
- (ix) 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, 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.

(d) Debarment of bidders / suppliers:

- (i) False declaration will be in breach of Code of Integrity under Rule 175(1)(i)(h) of GFR 2017 for which a bidder or its 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.
- (ii) A supplier who has been debarred by any procuring entity for violation of said Order shall not be eligible for preference under said Order for procurement by any other procuring entity for the duration of debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities, in such a manner that ongoing procurements are not disrupted.



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(e) Purchase Preference:

- (1) The requirement specified in this Tender is of non-divisible in nature, and both MSEs as well as Class-I local suppliers are eligible for purchase preference. The Purchase preference under make in India and under PPP for MSE 2012 shall be accorded as under:
- (i) L-1 is "MSE Class-I local supplier": Contract shall be awarded to L-1.
- (ii) L-1 is not "MSE Class-I local supplier " but the "MSE Class-I local supplier" falls within 15% margin of purchase preference. Purchase preference shall be given to lowest quoting "MSE Class-I local supplier". If lowest quoting "MSE Class-I local supplier" does not accept the L-1 rates, the next higher "MSE Class-I local supplier" falling within 15% margin of purchase preference is to be given purchase preference and so on. If all "MSE Class-I local supplier" do not accept L-1 rates, then Para (iii) shall be followed.
- (iii) If conditions mentioned in sub paras 3(i) and 3(ii) above are not met i.e. L1 is not "MSE Class-I local supplier" and "MSE Class-I local supplier" is not eligible to take benefit of purchase preference as per PPP-MSE Order or all "MSE Class-I local supplier" do not accept L-1 rates, the contract is to be awarded / purchase preference to be given in different possible scenarios as under:
- A. L-1 is "MSE but non-Class-I local supplier" or "Non-MSE but Class-I local supplier": Contract be awarded to L-1.
- B. L-1 is "Non-MSE non-Class-I local supplier": Firstly, purchase preference shall be given to eligible MSE as per PPP-MSE Order. If MSEs not eligible or does not accept then purchase preference to be given to eligible Class- I Local supplier as per PPP-MII Order. If Class-I Local supplier is also not eligible or does not accept then contract be awarded to L1.

31. Restrictions under rule 144(xi) of general financial rules GFRs, (2017)
(Refer Annexure -H)

- 31.1. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. The competent authority for Purpose of registration under this order shall be registration committee constituted by department for promotion of industry and internal trade. (DPIIT)
- 31.2. 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 or bidders stated hereinbefore, including any agency branch-or office controlled by such person, participating in a procurement process.
- 31.3. Bidder from a country which shares a land border with India for the purpose of this Order means: -
- a) An entity incorporated, established or registered in such a country; or
- b) A subsidiary of an entity incorporated, established or registered in such a country; or
- c) An entity substantially controlled through entities incorporated, established or registered in such a country; or
- d) An entity whose beneficial owner is situated in such a country: or
- e) An Indian (or other) agent of such an entity; or
- f) A natural person who is a citizen of such a country; or
- g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.
- 31.4. The beneficial owner for the purpose of clause no.33.3 above, will be as under
- 31.4.1. 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



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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 of management rights or shareholder's agreements of voting agreements;

31.4.2. 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;

31.4.3. 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;

31.4.4. 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;

31.4.5. 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

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

31.6. 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.

32. The contract will be governed by General conditions of contract (GCC) for Goods & services while executing work. In case of discrepancy, clauses mentioned in Tender, Technical Scope and Rate sheet will override the clauses mentioned in other enclosures including General conditions of contract (GCC) for Goods & services. 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. General conditions of contract(GCC) for Goods & services (Available on MDL Website www.mazdock.com → Work/Service Contracts or www.mazdock.com → tenders → shipbuilding → Outsourcing)

33. GENERAL CONDITIONS OF CONTRACT(GCC) FOR GOODS AND SERVICES: Refer Annexure-D

34. PUBLIC GRIEVANCE CELL:

A Public Grievance Cell headed by Shri R.R.Kumar, GM(EY-Prod) has been set up in the MDL, Mumbai. Members of public having complaints or grievances are advised to contact him on Wednesday between 10.00 hours and 12.30 hours or send their complaints / grievances to him in writing for redressal. Contact Telephone no. is 022-23762106.

35. COMPLIANCE TO STATUTORY REQUIREMENTS:

35.1. 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.



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- 35.2. Statutory compliances are enclosed at Annexure-G. Bidder should upload signed and stamped acceptance of Statutory Compliances while deploying Contract Employees in MDL Premises and its units (**Annexure- G**)

36. SAFETY GUIDELINES:

- 36.1. Safety guidelines are enclosed at **Annexure-J**
36.2. Bidder should upload signed and stamped **acceptance of Safety instruction for Sub-Contractor (Annexure- J).**

37. SITE VISIT:

- 37.1. Bidders may visit the actual site at MDL before submitting the bid, for ascertaining the nature & entire scope of work, job requirement, technical specifications, tools & tackles & measuring instruments required, for carrying out the job and intermediate checks, the environment under which the work needs to be carried out at worksite in MDL premises, site conditions etc.
- 37.2. Bidders may visit MDL prior to uploading their bid. In this regard please contact following MDL Officials: **Mr. Anirban Mitra, CM(Plg-P17A) on Telephone No 2376 3076/3104.**

38. BREACH OF OBLIGATION CLAUSE WITH RESPECT TO BID SUBMITTED:

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

39. Conflict of Interest among Bidders/Agents: Conflict of Interest among Bidders/Agents A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anticompetitive practices to the detriment of MDL's interests. The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:

- a) They have controlling partner(s) in common;
or
- b) They receive or have received any direct or indirect subsidy/financial stake from any of them;
or
- c) They have the same legal representative/agent for purposes of this bid;
or
- d) They have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder;
or
- e) Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/sub-assembly/Assemblies from one bidding manufacturer in more than one bid.
- f) In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorize only one agent/dealer. There can be only one bid from the following:
 - 1. The principal manufacturer directly or through one Indian agent on his behalf; and
 - 2. Indian/foreign agent on behalf of only one principal.
- g) A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid;
- h) In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar



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restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/common business/management units in same/similar line of business

Note: The bidders have to give the undertaking for above paras along with part I bid.

40. Book Examination Clause (BEC) :

In case it is found to the satisfaction of MDL that the Supplier 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 penalty for use of undue influence, the supplier, on a specific request of MDL shall provide necessary information/inspection of the relevant financial documents/information.

41. INSTRUCTION TO BIDDERS:

- 41.1. Contractors shall not engage employees of other contractors presently working in MDL & recorded at Security Dept. The contractor can engage such employee if other contractor gives No Objection Certificate for such engagement & cancel the name of such desirous employee from his roll & accordingly convey to Security. The contractor engaging such employee without permission is liable for penalty including termination of contract & forfeiture of Security Deposit. Such penalty can also be imposed if it is observed that supervisors/ Workers deployed by contractor are not on their roll as per statement submitted by him at Security.
 - 41.2. The bidder / supplier / contractor declares that they being proprietors / directors / partners have not been any time individually or collectively blacklisted or banned or de-listed by any Government or quasi Government agencies or PSUs. If a bidder's entities as stated above have been blacklisted or banned or de-listed by any Government or quasi Government agencies or PSUs, this fact must be clearly stated and it may not necessarily be a cause for disqualifying him.
 - 41.3. Entry Pass for Contractors and their workmen: Bidders shall comply with the "MDL Security Procedures laid down in MDL for entry passes in respect of Contractors and their workmen" which is available in the home page of OUTSOURCING DEPT. of MDL Website www.mazadock.in →Tenders → Shipbuilding Outsourcing → SB-OTS Notification
 - 41.4. In the event of placement of order on unregistered vendor, the firm shall apply for registration through Smt. Nilam Kamadi, CM, SR&R dept., Tel. No. 23763057, within one month from placement of order.
 - 41.5. MDL reserves the right to consider placement of Order / Contract in part or in full against the tendered quantity or reject any or all bids or to cancel the tender without assigning any reason.
 - 41.6. In case of the performance of the contractor is not satisfactory, MDL reserves the right to cancel the order.
 - 41.7. In case of proper on-line filling of Acceptance Formats for SLA, General conditions of contract (GCC) for Goods & Services, it shall be presumed that all our tender terms & conditions are acceptable to you.
- 42. We look forward to your participation in e-bidding by offering your most competitive and reasonable bid against this tender**

**Yours faithfully,
For MAZAGON DOCK
SHIPBUILDERSLIMITED,**

**Deepak Bafila
(OUTSOURCING DEPARTMENT)**



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Following documents, references & formats form a part of the tender: -

Annexure – A	Scope of work
Annexure – B	Illustrative Rate sheet format.
Annexure – C	Additional Service Level Agreement (SLA).Acceptance format
Annexure – D	General Conditions of Contract (GCC) for Goods and Services Acceptance Format.
Annexure – F	GST terms & conditions
Annexure – G	Statutory Compliances by The Sub-Contractors\Vendors While Deploying Contract Employees in Mdl Premises and Its Units.
Annexure – H	Declaration by bidder for Restrictions under rule 144(xi) of general financial rules GFRs, (2017)
Annexure – I	Work Done certificate.
Annexure- J	Safety instruction for Sub-Contractor
Annexure – K	MDL Bank account details for remittance of Performance security.
Annexure – L	RTGS/ NEFT - Mandate Authorization Form
Annexure – M.1	Declaration of Local Content Certificate
Annexure – M.2	Actual Local Content Certificate
Annexure – N	Format for information of past orders.
Annexure – O	Bank Guarantee/ Performance security Format
Annexure – P	IP
Annexure- Q	Technical documents to be uploaded in Technical Bid

REFERENCES:

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

- 1) Official Secrets Act 1923.
- 2) Safety Code for Sub-Contractors.
- 3) Procedure for entry passes.



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Annexure-A

SCOPE OF WORK: ANNUAL RATE CONTRACT FOR HIRING OF 750KW DG FOR Y 12652 OF P17A SHIPS

Technical Scope of Work for Hiring of 750KW DG (along with Diesel, Operator, Lub oil etc. for running / maintaining the Generator) at MDL / MbPT / NHAVAL YARD (Ulwe) / Naval Dockyard, Mumbai for Y 12652.

1. Technical Specification:

- The Portable Diesel Generator should be of minimum capacity of 750KW at 0.8pf, 415 V, 50 Hz, 3 Phase 3 Wire System Voltage Regulation +/- 1% at full Load for stabilized power supply. Along with the DG Set, 100 mtr cable capable to carry full load current of generator to be supplied for connection from DG to Shore Supply Box.

The detailed specification for requirement of DG Sets is as follows:

Characteristic	Description	Value
Voltage	Nominal Voltage	415V
	Load Range Tolerance	
	Line to Line	+/- 5%
	Constant Load Tolerance	+/- 1%
	Single Phase of 3 phase System	+/- 6%
	Maximum Unbalance	2%
	Maximum Modulation	2%
	Transients (Excluding Spikes)	-10% to +6%
	Recovery Time	0.5 Sec
	Frequent Transients	-16% to +10%
Waveform	Recovery Time	1 Sec
	Maximum Individual Harmonic	3%
	Maximum Total Harmonic	5%
Frequency	Nominal Frequency	50Hz
	Load Range Tolerance	+/- 2 %
	Constant Load Tolerance	+/- 0.5%
	Modulation	0.25%
	Infrequent Transients	+/- 5 %
	Recovery Time	2 Sec

The contractor should submit certificate of DG Set to meet above specifications with the technical offer.

- The Generator must be in good working condition and operated through digital control panel to achieve various parameter of ships requirement.
- Generator should have lifting arrangement for easy lift by crane.
- The Generator, which are to be deployed during the contract period should not be more than 3-year-old & should be efficient, in good working condition and available for usage whenever required.
- OEM's catalogue / documents indicating details of Generator, month/year of manufacture etc. to be submitted along with the technical offer.
- Generator should be fitted with calibrated Hour Meter on its panel for recording of total running hours. Contractor will have to submit initial meter reading of Generator to User Dept. before deploying to work Site. Hour Meter Certificate of calibration should be from Government approved Lab.
- Generator will run approximate 12-15 Hrs. per day.

ANIL DAW MITTAL
Saw for ARC for Hiring of 750 KW DG set for Y-12652

Jayesh Koli
Saw for ARC for Hiring of 750 KW DG set for Y-12652

A V G Prasad
CM/01C(Y-12652/Wn).



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2. Quantity of Generator:

- a. Y 12652: Tentative 01 No for the **period of 365 Days**

3. Pre-qualification criteria:

Bidder should have experience of providing Generator/Compressor on hire basis to any Engineering Industries.

Note:

OEM's catalogue indicating details of Generator, month/year of manufacture etc. to be submitted with the technical offer.

The contractor should submit certificate for DG set having specification mentioned in Para (1)(a).

4. Mobilization & Demobilization:

a. Mobilization:

- Mobilization period will be of 07 Days from intimation received from Planning Department-P17A. During this period, all the formalities for preparation of gate passes / permits should be completed by DG Contractor & Generator should be mobilized at site as per requirement projected by PLG-P17A Dept for Y 12652.
- In case of requirement at MbPT & Naval Dockyard, Contractor should co-ordinate with respective PMT and make arrangements for the gate pass, entry pass for his operator/DG SET/entry of Diesel etc., well in advance so as to avoid delays in mobilization of Generator/s.
- Any internal shifting of Generator within MDL / NHAVA YARD (Ulwe) / MbPT/ ND Mumbai, no charges towards re-mobilization / de-mobilization will be payable & contractor shall ensure to keep Generator as close to work place as possible.
- Shifting of the Generator as per site requirement from MDL / NHAVA YARD (Ulwe) / MbPT / ND Mumbai or within MDL will be in supplier's scope.
- Loading and Unloading of Generator will be MDL scope (limited to crane & rigger)
- Operator should have Police Verification Report (PVR) for entry and exit at ND Mumbai and MDL.

b. De-Mobilization:

If the requirement of Generator is completed, 03 days' prior intimation shall be given to the Contractor by Ship Manager (Y 12652) or any executive authorized by SM (Yd 12652) and the contractor should make all necessary arrangements for demobilization of the unit out of MDL / NHAVA YARD (Ulwe) / MbPT/ ND Mumbai premises.

Note: No charges will be paid for the movement of Generator within NHAVA YARD (Ulwe) / MbPT / Naval Dockyard (Mb) and also within MDL.

5. MDL Scope of supply:

- a. Loading and Unloading of Generator will be in MDL scope at Site as indicated by MDL (limited to Crane and rigger). Ceiling required for lifting of generator has to brought by Contractor.

6. Contractor's Scope of supply:

- Contractor should provide operator with adequate knowledge of generator and person to look after safety and security round the clock for the Generator. The contact details of operator shall be displayed on the machines.
- For advance planning and proper coordination of operations the contractor shall nominate his representative who should be available physically daily at MDL / NHAVA YARD (Ulwe) / MbPT/ ND Mumbai and at a mutually agreed time between representative of contractor

SoW for ARC for Hiring of 750 KW DG set for Y-12652

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and MDL. Also one or more contact telephone numbers should be made available for this purpose.

- c. Mobilization and demobilization of Generator or shifting of Generator due to change in worksite (within MDL / NHAVA YARD (Ulwe) / MbPT/ ND Mumbai) is in Contractor's scope of work and MDL will not paid any charges for the same.
- d. Proper periodic and routine maintenance of supplied equipment should be done by contractor to ensure smooth and trouble free operation of the machine.
- e. If breakdown occurs in DG, same should be repaired within 2 Hrs else hiring charges of the day will be not considered.
- f. Safety of Generator and Personnel are in contractor scope (MDL will not be responsible in case of any damage, injury or fatality).
- g. The contractor shall take necessary insurance coverage for their operator as per prevailing Govt. Rules and for their equipment during entire period of contract.
- h. Generator will be required to be stationed inside the MDL / NHAVA YARD (Ulwe) / MbPT/ ND Mumbai along with Operator based on requirement. Consumables required for Generator are to be supplied by the contractor for uninterrupted operation.
- i. Supply of drums for storage of fuel (diesel), cable for connections as per site requirement, oils & lubricants for Generator is in Contractor's scope of supply.
- j. Contractor shall abide all safety precautions while handling, storage and protection of fuel supplied for running of Generators. Contractor to arrange and ensure all safety equipment to be available on site near to generator and operator to have operational knowledge of all equipment.
- k. Contractor to ensure and abide by factory acts / labour laws during the entire contract period including Saturday, Sunday and holidays.
- l. Contractor should obtain necessary clearances for all statutory requirements (if any) for handling, storage and protection of fuel in the yard.

7. General:

a. **Schedule of work:**

Tentative Schedule of Y 12652

Start Date: 15 Sep 24

End Date: 14 Sep 25

- b. The contract shall be valid for 365 days. However, performance of contractor will be reviewed every month & MDL reserves the right to terminate the contract without any compensation.
- c. Nodal Agency: Ship Manager of Yd 12652 shall be the nodal agency for his yard and as per his instructions sub-contractor has to provide the Generator to worksite.
- d. In case of unsatisfactory performance if conveyed by SM will be communicated to the contractor in writing. Continuous Poor performance shall attract termination of contract.
- e. Deputed operator/attendant should be available at work site near the Machine during working hours
- f. In case the Generator services are required during non-working days/Holidays, the same shall be intimated by Ship manager in advance. Running and idle charges for Saturday and Sunday/Holiday will be paid.
- g. Generator can be used for 24 hrs as per the on board work requirement.

8. Maintenance:

- a. Contractor should ensure that oil & diesel is not spilled on or around the working area of the Generator. Working area around the Generator should be kept clean. Noise pollution

SoW for ARC for Hiring of 750 KW DG set for Y-12652

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will be measured by MDL & if found beyond permissible limit, contractor shall repair / replace the Generator within two days.

- b. The Contractor shall carry out all maintenance / Checks on Generator unit prior to delivery to MDL. The Contractor shall get periodic maintenance done with his own staff but should take prior permission in writing from user department before starting the Maintenance work.

9. Penalty:

In case contractor is not able to provide services within 5 Hours of intimation by MDL on any particular day, idle charges for that delayed period will not be paid.

If contractor is not able to provide services at all on that day, then idle charges for the day will not be paid and penalty of equivalent idle charges for the day shall be deducted from payment.

10. Work Completion Certificate:

Work Completion Certificate shall be issued by the OIC not below the rank of Chief Manager and also duly endorsed by Ship Manager (SM) of Yard 12652 separately indicating details of the Generator along with 15 Days Log Sheet.



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Annexure I

Rate Sheet for ARC Hiring of 750KW DG (along with Operator, Lub oil etc. for running / maintaining the Generator) at MDL / NHAVA YARD (Ulwe) / MbPT / Naval Dockyard (Mb) for Y 12652 Ships

Note: Requirement of Generator is tentative. MDL do not give any assurance of consumption of full qty/order value. No compensation will be given by MDL incase generator are used for less number of Hours. Quantity of Running/Ideal charges is tentative it may change as per the requirement of yard.

Y 12652 at MDL / NHAVA YARD (Ulwe) / MbPT / Naval Dockyard (Mb)

Sr. No.	Description	Total Qty	Unit	Unit rate (Rs.)	Total without Taxes (in %)	Taxes in %	Total with Taxes (Rs)
1	Running Charges of Generator along with lub oil, Operator and maintenance (with Diesel)	5400	Hours				
2	Idle Charges of Generator	3360	Hours				
3	Mobilization charges (from Vendor premises to MDL/MbPT/ND Mumbai)	10	Nos				
4	Demobilization Charges (from MDL/MbPT/ND Mumbai to Vendor premises)	10	Nos				
Total							

Jayesh Koli
DGM / OSC (Y12652)

A. J. PRASAD
CM o/c WN-652.



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Annexure II

RESPONSIBILITY MATRIX FOR HIRING OF DIESEL GENERATOR

Sr. No.	Activity	MDL Scope	Sub-Contractor
1	Providing Drum for storage of Fuel or Oil/Consumables	-	Y
2	Providing storage space for Drums	Y	-
3	Providing crane facility for loading / unloading the compressor on ship or near site of work	Y	-
4	Arrangement of gate pass for personnel / permit for Generator unit, fuel, oil, etc.	-	Y
5	PVR for deployed personnel	-	Y
6	Mobilizing / De-mobilizing of Generator	-	Y
7	Periodic and routine maintenance of Diesel Generator	-	Y
8	Breakdown / Repair of Diesel Generator	-	Y
9	Maintain adequate stock of spares and consumables	-	Y
10	Provision of fuel / oil for Diesel Generator	-	Y
11	Safety of Generator/Fuel/Person at workplace	-	Y
12	Issuing WCC & bi-monthly log sheet	Y	



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Annexure-B

<u>Sr. No</u>	<u>Description</u>	<u>Qty</u>	<u>Unit Rate (Rs)</u>	<u>Total Cost (Rs)</u>	<u>HSN/SA C no.</u>	<u>Applicable Tax Rate</u>
1	Running Charges of Generator along with lub oil, Operator and maintenance (with Diesel)	5400 Hours				
2	Idle Charges of Generator	3360 Hours				
3	Mobilization charges (from vendor premises to MDL/MbPT/ND Mumbai)	10 Nos				
4	Demobilization Charges (from MDL/MbPT ND Mumbai to Vendor premises)	10 Nos				



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Annexure-C

SERVICE LEVEL AGREEMENT (SLA) ACCEPTANCE FORMAT:

To,
MAZAGON DOCK SHIPBUILDERS LIMITED
OUTSOURCING DEPARTMENT.

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

COMPANY'S NAME & ADDRESS:

SIGNATURE:

DATE:

NAME:

DESIGNATION:

BIDDER'S COMPANY SEAL:

NOTE:

1. Bidders should carefully read the Terms & Conditions of the Additional Service Level Agreement (SLA) prior to filling up this acceptance format.
2. This format should be properly filled, signed and bidder shall upload the scanned copy of the same online.
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.



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Annexure-D

GENERAL CONDITIONS OF CONTRACT (GCC) FOR GOODS AND SERVICES:

To,
MAZAGON DOCK SHIPBUILDERS LIMITED
OUTSOURCING DEPARTMENT.

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		14		27	
2		15		28	
3		16	NA	29	
4		17		30	
5		18		31	
6	NA	19		32	
7		20		33	
8		21		34	
9		22		35	
10		23		36	
11	NA	24		37	
12	NA	25		38	
13	NA	26			

COMPANY'S NAME & ADDRESS:

SIGNATURE:

DATE:

NAME:

DESIGNATION:

BIDDER'S COMPANY SEAL:

NOTE:

1. Bidders should carefully read the General Terms & Conditions of the Tender (GCC) prior to filling up this acceptance format (available on MDL Web site).
2. This format should be properly filled, signed and bidder shall upload the scanned copy of the same online
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.



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Annexure-D

GENERAL CONDITIONS OF CONTRACT (GCC) for Goods & Services.

The word 'Purchaser' refers to MAZAGON DOCK SHIPBUILDERS LIMITED, (MDL), a Company within the meaning of Companies Act, 2013 and it includes its successors or assignees. The word 'Bidder' (including the term 'tenderer', 'consultant' 'vendor' or 'service provider' in certain contexts) means any legal entity such as firm(s) of Proprietorship / Partnership Firm / Limited Liability Partnership / Private Limited / Limited company / Society registered under Society's Act / Statutory Bodies/ Consortium/ Joint Venture etc. participating in a procurement process. The word 'Owner' means the person or authority with whom Mazagon Dock Shipbuilders Limited (Purchaser) has contracted to carry out work in relation to which orders are placed by the Purchaser on the Bidder/Supplier/Contractor under this contract for supply or manufacture of certain items and would include Department of Defence Production, Ministry of Defence, Government of India, the Indian Navy, the Coast Guard and any other specified authority. Unless otherwise indicated specifically by the bidder / contractor in his bid, it shall be construed as his acceptance of all the conditions mentioned in this GCC.

1. TENETS OF INTERPRETATION

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

2. LANGUAGE OF CONTRACT

Unless otherwise stipulated in TEF, the contract shall be written in the Official Language or English. All correspondence and other contract documents, which the parties exchange, shall also be written/ translated accordingly in that language. For purposes of interpretation of the contract, the English documents/ translation shall prevail.

3. GOVERNING LAWS AND JURISDICTION

3.1 Governing Laws and Jurisdiction

- (a) This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Laws of India for the time being in force.
- (b) Irrespective of the place of delivery, or the place of performance or the place of payments under the contract, the contract shall be deemed to have been made at the place from which the Purchase Order/Contract/Letter of Intent has been issued. The courts of such a place shall alone have jurisdiction to decide any dispute arising out or in respect of the contract.

3.2 Changes in Laws and Regulations

Unless otherwise stipulated in the contract, if after the last deadline for the bid submission (Techno-commercial), any law, regulation, ordinance, order or bye-law having the force of law is enacted, promulgated, abrogated, or changed in India (which shall be deemed to include any change in



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

4. CONFIDENTIALITY, SECRECY AND IPR RIGHTS

(a) IPR Rights

All deliverables, outputs, plans, drawings, specifications, designs, reports, and other documents and software submitted by the contractor under this Contract shall become and remain the property of MDL and subject to laws of copyright and must not be shared with third parties or reproduced, whether in whole or part, without MDL's prior written consent. The contractor shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to MDL, together with a detailed inventory thereof. The contractor may retain a copy of such documents and software but shall not use it for any commercial purpose.

(b) Confidentiality

All documents, drawings, samples, data, associated correspondence or other information furnished by or on behalf of MDL to the contractor, in connection with the contract, whether such information has been furnished before, during or following completion or termination of the contract, are confidential and shall remain the property of MDL and shall not, without the prior written consent of MDL neither be divulged by the contractor to any third party, nor be used by him for any purpose other than the design, procurement, or other services and work required for the performance of this Contract. If advised by MDL, all copies of all such information in original shall be returned on completion of the contractor's performance and obligations under this contract.

(c) Secrecy

If the Contract declares the subject matter of this Contract as coming under the Official Secrets Act, 1923 or if the contract is marked as "Secret", the contractor shall take all reasonable steps necessary to ensure that all persons employed in any connection with the contract, have acknowledged their responsibilities and penalties for violations under the Official Secrets Act and any regulations framed thereunder.

(d) Obligations of the contractor

(i) Without MDL's prior written consent, the contractor shall not use the information mentioned above except for the sole purpose of performing this contract.

(ii) The contractor shall treat and mark all information as confidential (or Secret – as the case may) and shall not, without the written consent of MDL, divulge to any person other than the person(s) employed by the contractor in the performance of the contract. Further, any such disclosure to any such employed person shall be made in confidence and only so far as necessary for such performance for this contract.

(iii) Notwithstanding the above, the contractor may furnish to its holding company or its Subcontractor(s) such documents, data, and other information it receives from MDL to the extent required for performing the contract. In this event, the contractor shall obtain from such holding company/ Subcontractor(s) an undertaking of confidentiality (or secrecy – as the case may be) similar to that imposed on the contractor under the above clauses.

(iv) The obligation of the contractor under sub-clauses above, however, shall not apply to information that:

(aa) The contractor needs to share with the institution(s) participating in the financing of the contract;

(ab) now or hereafter is or enters the public domain through no fault of Contractor;

(ac) can be proven to have been possessed by the contractor at the time of disclosure and which was not previously obtained, directly or indirectly, from MDL; or



(ad) otherwise lawfully becomes available to the contractor from a third party that has no obligation of confidentiality.

(v) The above provisions shall not in any way modify any undertaking of confidentiality (or Secrecy – as the case may be) given by the contractor before the date of the contract in respect of the contract/ the Tender Document or any part thereof.

(vi) The provisions of this clause shall survive completion or termination for whatever reason of the contract.

5. PERMITS, APPROVALS AND LICENSES

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

7. EXTENSION OF DELIVERY PERIOD (Applicable for Goods)

(a) If at any time during the currency of the contract, the contractor encounters conditions hindering timely delivery of the Goods and performance of incidental Works/ Services, he shall promptly inform MDL in writing about the same and its likely duration. He must make a request to MDL for an extension of the delivery schedule. On receiving the contractor's communication, MDL shall examine the situation and, at its discretion, may agree to extend the delivery schedule, with or without liquidated damages and with and without denial clause by issuing an amendment to the contract.

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

(i) **Liquidated Damages** MDL shall recover from the contractor, under the provisions of this clause, liquidated damages on the Goods and incidental Works/ Services, which the contractor has failed to deliver within the delivery period stipulated in the contract.

(ii) Denial Clause

(aa) No increases in price on account of any statutory increase in or fresh Imposition of GST, customs duty or on account of any other taxes/ duty/ cess/ levy), leviable in respect of the Goods and incidental Works/ Services stipulated in the said contract which takes place after the original delivery date, shall be admissible on such of the said Goods, as are delivered after the said date;

(ab) Notwithstanding any stipulation in the contract for an increase in price on any other ground, including price variation clause or foreign exchange rate variation, or any other variation clause, no such increase after the original delivery date shall be admissible on such goods delivered after the said date.

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

(c) Liquidated damages

If the contractor fails to deliver any or all of the Goods or fails to perform the incidental Works/ Services (e.g. installation, commissioning or operator training) within the time frame(s) incorporated in the contract, MDL shall, without prejudice to other rights and remedies available to MDL under the contract, deduct from the contract price, as agreed liquidated damages, but not as a penalty, a sum equivalent to the 0.5 % percent (excluding taxes) of the delivered price of the delayed Goods and/ or incidental Works/ Services for each week of delay or part thereof until actual delivery or performance, subject to a maximum deduction of the 5% of the delayed Goods' or incidental Works/ Services'



contract price(s). Besides liquidated damages during such a delay, the denial clause shall also apply. Any failure or delay by any subcontractor, though their employment may have been sanctioned shall not be admitted as a ground for any extension of time or for exempting the contractor from liability for any such loss or damage as aforesaid.

8. DEFAULTS, BREACHES & TERMINATION OF CONTRACT

Termination due to Breach, Default, and Insolvency

(a) Defaults and Breach of Contract

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

(i) Default in Performance and Obligations

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

(ii) Insolvency

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

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

(b) Notice for Default

As soon as a breach of contract is noticed, a show-cause 'Notice of Default' shall be issued to the contractor, giving two weeks' notice, reserving the right to invoke contractual remedies.

After such a show-cause notice, all payments to the contractor would be temporarily withheld to safeguard needed recoveries that may become due on invoking contractual remedies.

(c) Terminations for Default

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

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

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

(d) Contractual Remedies for Breaches/Defaults or Termination for Default

If there is an unsatisfactory resolution within this period, MDL shall take one; or more of the following contractual remedies.

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

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

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



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

(v) Prefer claims against insurances, if any.

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

(vii) Risk and Cost Procurement

In addition to termination for default, MDL shall be entitled, and it shall be lawful on his part, to procure Goods same to those terminated, with such terms and conditions and in such manner as it deems fit at the "Risk and Cost" of the contractor. Such 'Risk and Cost Procurement' must be initiated (viz. AIP/PR/Tender) within six months from the termination of Contract. The Contractor shall be liable for any loss which MDL may sustain on that account provided the procurement, or, if there is an agreement to procure, such agreement is made. The Contractor shall not be entitled to any gain on such procurement, and the manner and method of such procurement shall be in the entire discretion of MDL. (Note: deleted being contrary to law). (Note: No contractor would give security after the termination of the contract) Note: Regarding the Goods which are not readily available in the market and where procurement difficulties are experienced, the period for making risk procurement shall be nine months instead of six months provided above.

(viii) Initiate legal proceedings in a for the recovery of the losses and damages, not addressable by the above means.

9. CLOSURE OF CONTRACT

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

10. COMMUNICATION AND LANGUAGE FOR DOCUMENTATION

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

14. CANCELLATION OF TENDER

The Purchaser reserves the right to cancel/withdraw the tender in toto or part and or award the contract / order in full or part without assigning any reason whatsoever and without thereby incurring any liability to the affected Bidder or Bidders or any obligations to inform the affected Bidder or Bidders of the grounds for MDL action.

15. PURCHASER'S PROPERTY.

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

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



18. INDEMNIFICATION

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

19. TRANSFER OF SUPPLIERS / CONTRACTOR'S RIGHTS

The Bidder / Supplier / Contractor shall not either wholly or partly sell, transfer, assign or otherwise dispose of the rights, liabilities and obligations under the contract between him and the Purchaser without prior consent of the Purchaser in writing.

20. SUBCONTRACT AND RIGHT OF PURCHASER

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

21. PATENT RIGHTS

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

22. AGENTS/AGENCY COMMISSION

The seller confirms and declares to the buyer that the seller is the original manufacturer or authorized distributor/stockiest of original manufacturer of the goods referred to in this contract and has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommended to the Buyer or any of its functionaries, whether officially or unofficially , to the award of the Contract / Purchase order to the Seller; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation.

The Seller agrees that if it is established at any time to the satisfaction of the Buyer that the present declaration is in any way incorrect or if at a later stage it is discovered by the Buyer that the Seller has engaged any such individual/firm, and paid or intended to pay any amount, gift, reward , fees, commission or consideration to such person, party, firm or institution , whether before or after the signing of this Contract / Purchase order, the Seller will be liable to refund that amount to the Buyer. The seller will also be debarred from participation in any RFQ/Tender for new projects/program with Buyer for a minimum period of five years.

The buyer will also have a right to consider cancellation of the Contract either wholly or in part, without any entitlement or compensation to the Seller who shall in such event be liable to refund all payments made by the buyer in terms of the Contract along with interest at the rate of 2% per annum or 6% whichever is higher above LIBOR (London Inter Bank Offer Rate) (for foreign vendors) and base rate of SBI plus 2% (for Indian Vendors).

The Buyer will also have the right to recover any such amount from any contracts concluded earlier with Buyer.

23. USE OF UNDUE INFLUENCE / CORRUPT PRACTICES

The Bidder / Supplier / Contractor undertakes that he has not used corrupt practices or used any undue influence which is not admissible as per Indian law to obtain contract/order or in doing any business with the purchaser.

If found that Bidder / Supplier / Contractor is involved in such wrong practices, then Purchaser is entitled to cancel the contract/s and all or any other contracts and then to recover from the Bidder /



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Supplier / Contractor the amounts of any loss arising from such contracts' cancellation, including but not limited to imposition of penal damages, forfeiture of Performance security, encashment of the Bank Guarantee and refund of the amounts paid by the Purchaser.

24. IMMUNITY OF GOVERNMENT OF INDIA CLAUSE

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

25. EXPORT LICENCE

The export licenses that may be required for delivery of the various items/equipment to MDL shall be arranged by the Bidder / Supplier / Contractor from the concerned authorities in their country without any time and cost implications on the Purchaser.

26. BANNED OR DE-LISTED CONTRACTORS / SUPPLIERS

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

27. DUTY OF PERSONNEL OF SUPPLIER/CONTRACTOR

MDL being a Defense Public Sector Undertaking, Bidder / Supplier / Contractor undertakes that their personnel deployed in connection with the entrusted work will not indulge in any activities other than the duties assigned to them.

28. DISPUTE RESOLUTION MECHANISM AND ARBITRATION

(a) Dispute resolution mechanism(DRM)

(i) Any dispute/differences between the parties arising out of and in connection with the contract shall be settled amicably by mutual negotiations at HoS/HoD level.

(ii) In case of non-settlement by (i) above, if at any time, before, during or after the contract period any unsettled claim, dispute or difference arose between the parties, upon or in relation to or in connection with or in any way touching or concerning this tender/agreement/order/contract, the same shall be referred to the concerned Functional Director. The Functional Director shall then nominate an Executive of the rank of General Manager whom he thinks fit and competent or a Committee of Executives who/which shall then scrutinise the claims/disputes that have been referred to the concerned functional Director and make efforts for amicable settlements by mutual discussions/negotiations.

(iii) In case no amicable settlement is arrived by (ii) above within a period of three months, then the contractor shall approach Public Grievance Cell and address the disputes as per the provisions made under the relevant clause of the contract.



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(iv) In case the issues/disputes do not get settled within a period of six months from the date of submission of the dispute to the Grievance Cell, then the contractor may invoke Arbitration Clause of the contract.

(b) Arbitration

Unresolved disputes/differences, if any, shall then be settled by Arbitration. The Arbitration proceedings shall be conducted at Mumbai, India, in English Language, under the Arbitration and Conciliation Act, 1996 as amended from time to time and the rules thereunder.

MDL prefers to have arbitration through Institutes such as Indian Council of Arbitration (ICA)/ICA-DR, Mumbai Centre for International Arbitration, International Chamber of Commerce (ICC), Singapore International Arbitration Centre (SIAC) with the mutual consent of the parties.

In case of unresolved difference/dispute between the Purchaser and Supplier, being Central Public Sector Enterprises/Central Govt. departments, the disputes shall be resolved firstly through mutual discussion or through the empowered agencies of the Govt. or through arbitration by reference by either party to the department of Public Enterprises, as per extant guidelines. If disputes/differences remain unresolved/unexecuted, the same shall be referred first to the Cabinet Secretariat and then, if necessary to the PMO. Any changes to arbitration clause must be vetted by HOD (Legal) before incorporation in contract/PO.

29. JURISDICTION OF COURTS

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

30. CONTRACT LABOUR (REGULATION AND ABOLITION) ACT 1970

Contractor / Bidder shall obtain licence under Section 12 and 13 of the Contract Labour (Regulation and Abolition) Act, 1970 and rules made there under and the same should be kept valid at least until the expiry of contract with Purchaser. The registration and Licence under the Contract Labour (Regulation and Abolition) Act 1970 shall be renewed in time every year and if work continues for more than a year, a copy of the Licence is produced as and when demanded by the concerned authorities of Purchaser.

The Contractor / Bidder shall carryout his obligations and duties under the Contract Labour (Regulation and Abolition) Act, 1970 and the rules framed there under. In the event any employee/s of Contractor / Bidder is advised by the concerned Department to deploy their employees for job during weekly-off, Sundays and holidays, the Contractor / Bidder must inform through Concerned Department the name/s of the employee/s in the prescribed format to CISF / Security and to the concerned Divisional Personnel by mentioning specifically 'Compensatory - Off', before 3 days from the date actual payment.

31. MINIMUM WAGES ACT

The Contractor / Bidder shall pay to his employees not less than the minimum wages and allowances applicable to the Engineering Industry as notified from time to time by the Central Government or the State Government whichever is higher under the Minimum Wages Act. Contractor / Bidder shall be responsible for timely payment of wages of all his employees engaged in the Purchaser's Yard, not less than the prescribed minimum wages in each case and without any deductions of any kind, except as specified by Government or permissible under the Payment of Wages Act.

The Contractor / Bidder must settle all the pending dues of the employees i.e. arrears of wages, proportionate leave wages, proportionate bonus payment, etc. Before winding up the site, the Contractor / Bidder shall pay all terminal dues to his employees such as Notice pay, Gratuity, Retrenchment compensation, etc.

32. BONUS ACT

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



33. FACTORIES ACT

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

34. EMPLOYEES' PROVIDENT FUNDS AND MISCELLANEOUS PROVISIONS ACT, 1952

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

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

(b) under the Family Pension Scheme, and

(c) under the Employees' Deposit Linked Insurance Scheme and pay the contributions both in respect of his employees and his own. He shall submit all the necessary returns and other particulars periodically as prescribed under the said Act. Contractor / Bidder shall cover from the first day working all his contract labour on MDL jobs by filling requisite returns to concerned Statutory authorities and obtaining Code Numbers / Account Numbers. Contractor / Bidder shall remit employees' and employers' contributions directly to the concerned authorities along with Inspection and Administrative Charges as per relevant provisions of the concerned Acts and Schemes made there under within 15 days from the close of every month.

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

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

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

35. EMPLOYEES' STATE INSURANCE ACT

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

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

36. SAFETY

The Contractor / Bidder must observe all safety precautions in connection with the work to be performed by him, his agents or labourers. In the event of any accident happening in our yard resulting in loss of lives or otherwise damaging any part of the property, the contractor shall be required to make good the loss to the Company and shall be responsible for all consequences that follow from



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the loss and / or injuries to the persons involved in such accidents. The standard of safety to be observed in the Company shall be decided by the Executive-in-Charge Safety, or any Executive appointed for the purpose before the commencement of work in the yard. It will be essential for contractor to ascertain the standard precautions which contractor is required to observe in discharging his work as per the standards prevalent in MDL. The decision of MDL in matters concerning Safety shall be final and binding on the contractor.

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

37. POLICE VERIFICATION OF EMPLOYEES

Contractor / Bidder shall have to produce and submit to the Chief Security Executive of Purchaser, verification through Mumbai Police of Character and Antecedents of their employees / workers for while working on ships under construction in Purchaser's Yards, for working onboard ships under modernisation / refit / repairs at Mumbai ports / Naval Dockyard. Entry passes will not be issued in the absence of Police Verification Report and employees without Police Verification shall not be employed by them in Purchaser's Yard / Mumbai ports / Naval Dockyard and any lapse on the part of Contractor / Bidder shall be viewed seriously as per applicable laws of the land. Employment of any Foreign National during the contract period would be permitted with prior permission of Purchaser.

38. FORCE MAJEURE

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

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

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



Annexure-F

TERMS RELATED TO TAXES (GST)

1. GST as per GST Laws shall be payable extra as quoted and agreed.
2. In case of purchases of goods/services from unregistered dealers under GST Laws, GST will be paid by MDL under reverse charge mechanism.
3. Benefits from reduction in rate of tax/ITC are required to be passed on to consumer. Where “applicable GST” has been quoted as extra, Goods and service providers (except un-registered dealers under GST Law) have to submit declaration that they have complied with ‘Anti-profiteering clause’ under GST Law. Such declaration be given in technical bid.
4. If the vendor is registered under GST, vendor shall mention the HSN code for goods &/or services in their tax invoice, etc. These codes must be in accordance with GST Laws and responsibility of specifying correct HSN codes for goods &/or services is that of the vendor. MDL shall not be responsible for any error in HSN code for goods &/or services specified by supplier / contractor. Supplier /Contractor shall pay penalty and/ or interest imposed on MDL or any loss due to delay in availing ITC by MDL or any loss of ITC to MDL due to errors by vendors at any stage. MDL reserves right to recover any such interest, penalty or loss from any amount due to Supplier /Contractor or otherwise.
5. In case, MDL is unable to avail ITC, supplier/contractor at their own cost shall rectify the shortcoming in the returns to be filed immediately thereafter. Further, if the ITC is delayed / denied to MDL / reversed subsequently as per GST Laws due to non / delayed receipt of goods and / or services and / or tax invoice or expiry of timelines prescribed in GST Laws for availing ITC, non-payment of taxes or non-filing of returns or any other reason not attributable to MDL, Supplier /Contractor shall pay any loss of amount along with interest and penalty on MDL under GST Laws for the number of days the ITC was delayed. If the short coming is not rectified by supplier/contractor and MDL ends up in reversal of credits and / or payments, supplier /contractor is fully liable for making good all the loss incurred by MDL. MDL reserves right to recover any interest, penalty or loss from any amount due to Supplier /Contractor or otherwise.
6. If the vendor is registered under GST, the GST registration number (15 digit GSTIN) issued by GOI shall be mandatorily provided by the vendor. Vendor having multiple business verticals within state / at multiple states with separate GST registration numbers shall forward GSTIN of only that vertical which is involved in supply of goods and/or services. MDL GSTIN is 27AAACM8029J1ZA and vendor shall mention the same while invoicing and avoid any data entry error on GST portal.
7. If the vendor is registered under GST, Vendor shall ensure timely submission of invoice as per the provisions / requirement / timeline promulgated by GOI in relation to GST Law with all required supporting documents to enable MDL to avail input tax credit promptly. The vendors invoice inter alia should contain GSTIN of vendor, GSTIN of MDL (i.e. 27AAACM8029J1ZA), GST tax rate separately, HSN code wise goods or services, place of supply, signature of vendor, etc. Original invoice needs to be submitted to Bill Receipt Centre at MDL gate, and a copy of the invoice should be given to the goods receiving section(GRS).
8. If the vendor is registered under GST, vendor shall file all applicable returns under GST Laws in the stipulated time & any losses of tax credit to MDL arising due to delay in filing will be recovered from their invoice wherever MDL is eligible to avail tax credit. Any default towards payment of tax and / or uploading of monthly returns by supplier/contractor, MDL retains right to withhold payments towards tax portion until the same is corrected & complied by the supplier/contractor with the requirement of GST along with satisfactory evidence.
9. The rate sheet enclosed with the tender will indicate the rates to be entered under each head wherever applicable. Bidders must clearly mention the applicable Taxes & Duties. The item-wise rates (i.e Basic+P&F+F&I) quoted in the Rate Sheet should exclude Taxes & Duties. Bidder should indicate GST rates as applicable separately under each of the head in the same Rate sheet, which will be paid extra based on tax invoice to the extent applicable. The GST will be applicable on total basic rate of each item (i.e Basic + P&F + F&I).



STATUTORY COMPLIANCES BY THE SUB-CONTRACTORS/VENDORS WHILE DEPLOYING CONTRACT EMPLOYEES IN MDL PREMISES AND ITS UNITS.

(1) Labour Licence:

- (a) The Contractor should have a valid Labour Licence issued by the Regional Labour Commissioner (Central) before commencement of work if the contractor is deploying 20 or more contract employees at MDL.
- (b) The number of contract employees employed shall not on any day exceed the maximum number specified in the approved Labour Licence issued by the Competent Authority.
- (c) If the sub-contractors desire to employ the contract employee more than that, mentioned in the Labour Licence, the concerned contractors is required to notify in advance to the Licensing Authority. Any change in number of employees to be deployed at MDL, The Copy of license with the necessary amendments to be submit before employing such contract employees.
- (d) The contractors are required to apply for renewal of license not less than 30 days before the date on which the license expired, if his job is likely to be continued beyond the period of validity of license.
- (e) The labour license is always issued against the particular Purchase Order (PO) issued by MDL. Therefore, in case of new PO, he should obtain fresh license if he is likely to employ 20 or more employees against such new PO. However, the contractor is required to maintain separate record in respect of each PO issued by MDL
- (f) The contractor shall display a copy of labour license prominently at the place of the work.
- (g) The copy of Labour Licence is to be submitted to the HR- Contract & Outsourcing Dept.
- (h) The contractor shall attend labour inspection whenever required and submit the copy of inspection report to the principal employer i.e. MDL
- (i) The contractor shall submit Half Yearly / Annual Return to the licensing authority as prescribed under the Contract Labour (Regulation and Abolition) Act 1970 with Maharashtra Contract Labour (Regulation and Abolition) Act 1971 and submit a copy to the principal employer i.e. MDL.

(2) Commencement / Completion of work

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

(3) Daily attendance of contract employees:

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

(4) Insurance coverage:



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- (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.



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- (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 recognized 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:

- i. Muster cum Attendance Register
- ii. Register of Wages.
- iii. Register of overtime.
- iv. Leave Register



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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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Annexure-H

(On bidder's Letter Head)

A: Compliance of Public order on Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017:

GoI vide Order (Public Procurement No.1, 2 & 3) dtd 23 Jul 2020 & 24 Jul 2020 has imposed Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017 on bidders from a country which shares a land border with India. Accordingly, following shall be complied by the Bidders while submitting bids.

A) Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. The Competent Authority for the purpose of registration under this Order shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT). The Bidder shall submit declaration / certificate as per Annexure "A" towards compliance of Public Order on Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017. However, Order will not apply to bidders from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects. Lists of countries to which lines of credit have been extended or in which development projects are undertaken are given in the website of the Ministry of External Affairs.

B) "Bidder" for the purpose of this Order (Public Procurement No.1, 2 & 3) (including the term 'tenderer', 'consultant' 'vendor' or 'service provider' in certain contexts) 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.

C) "Bidder from a country which shares a land border with India" for the purpose of this Order (Public Procurement No.1, 2 & 3) means a) An entity incorporated, established or registered in such a country; or b) A subsidiary of an entity incorporated, established or registered in such a country; or c) An entity substantially controlled through entities incorporated, established or registered in such a country; or d) An entity whose beneficial owner is situated in such a country; or e) An Indian (or other) agent of such an entity; or f) A natural person who is a citizen of such a country; or g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

Note: "Beneficial owner" for the purpose of above paragraph (C) 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(s), 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 the 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 (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;



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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.

D) "Agent" for the purpose of this Order (Public Procurement No.1, 2 & 3) dtd 23 Jul 2020 & 24 Jul 2020 is a person employed to do any act for another, or to represent another in dealings with third persons.

B- Declaration by bidder for Restrictions under rule 144(xi) of general financial rules GFRs, (2017)

(On bidder's Letter Head)

Declaration of Compliance of Order (Public Procurement No.1, 2 & 3) dtd 23 Jul 2020 & 24 Jul 2020 on Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017

(Before completing this declaration, bidders must study the General Conditions, Definitions, Govt Directives applicable in respect of Public Procurement No.1, 2 & 3) dtd 23 Jul 2020 & 24 Jul 2020 on Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017 & prescribed tender conditions).

DECLARATION BY AUTHORISED SIGNATORY OF THE FIRM

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

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

2) I have read the Order (Public Procurement No.1, 2 & 3) dtd 23 Jul 2020 & 24 Jul 2020 on the subject of Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017 regarding restrictions on procurement from a bidder of a country which shares a land border with India and comply to all the provisions of the Order

3) I certify that M/s (name of bidder entity) is not from such a country or, is from such a country (strike out whichever is not applicable), has been registered with the Competent Authority. I hereby certify that this SUPPLIER fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority is attached]

4) I understand that the submission of incorrect data and / or if certificate / declaration given by M/s (name of bidder entity) is found to be false, this would be a ground for immediate termination and further legal action in accordance with law as per Clause 12 of the Public Order on Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017

AUTHORISED SIGNATURE:

DATE: _____



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Annexure-I

Format of Work Done Certificate

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

WDC Ref. no.

WDC date:

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

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

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

Amount claimed upto previous WDC: (exclusive taxes)

Amount claimed under this WDC: (exclusive taxes)

Cumulative amount claimed as on date: (exclusive taxes)

Order value: (exclusive taxes)

From Contractor

From MDL

Signature & stamp of Contractor.

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

Date:

Date



Annexure-J

SAFETY INSTRUCTION FOR SUB-CONTRACTOR

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:

- 1.1 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).
- 1.2 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.
- 1.3 Contractor should go through MDL safety manual and follow the safety procedures wherever applicable.
- 1.4 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.
- 1.5 The Contractor shall not permit any employee/workmen to enter the work area under the influence of alcohol.
- 1.6 Smoking is strictly prohibited.
- 1.7 Fishing is not permitted in the yard.
- 1.8 Report promptly any situation affecting the safety of any person.
- 1.9 All stairways, Platforms and Walkways must be kept clean at all the times.
- 1.10 Make proper use of all safety devices and guards provided.
- 1.11 All employees shall wear personal protective equipment as appropriate while working.
- 1.12 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.
- 1.13 The contractor should ensure that First Aid boxes are provided at the work place.
- 1.14 Do not leave tools/items on the floor or where they can fall on people below.
- 1.15 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.
- 1.16 All storage container must be clearly marked indicating the nature of contents.
- 1.17 No one except Driver (Operator) is allowed to ride/drive Jumbo/forklift/Powered trolleys/Crane etc.



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

1.19 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.
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.



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Sl. No.	Description of Activity	PPE's & Other essential Safety accessories to be used
9	Grinding	Boiler Suit, Helmet, Hand Gloves, Face Shield, Skull Cap, Safety Shoe, Mask, Ear Plug etc.
10	Machining	Boiler Suit, Helmet, Hand Gloves, Face Shield/Google, Safety Shoe, Mask, Ear Plug etc.
11	Civil Construction	Boiler Suit, Helmet, Hand Gloves, Safety Shoe, Gum boots, Mask, Ear Plug etc.

4. Safety Guidelines:

4.1 Safety during Cutting & Welding:

- 4.1.1 Electrode Welding Holders, Gas Cutting Torches, Pressure Gauges, Welding Cables, Gouging torches, Gas Cutting Hoses etc. shall be of good quality confirming to relevant IS or EN standards with the relevant IS or EN stamping.
- 4.1.2 All welding and cutting operations must be carried out by qualified personnel while working inside the yard.
- 4.1.3 Welding machine should be properly earthed and secured.
- 4.1.4 Portable oven used on job should run with 110V power supply only.
- 4.1.5 Flash back arrestors shall be used for both on the cylinder/pipeline end as well as the cutting torch end. The flash back arrestor shall confirm to the relevant IS or EN standards with the relevant IS or EN stamping.
- 4.1.6 The Cylinders shall be kept upright during use and transportation. All industrial gas cylinders shall have Cylinder Cap/Guard for protection.
- 4.1.7 All Industrial gas cylinders shall be properly secured during use and storage.
- 4.1.8 When the cylinders are not in use, the valves must be closed. Prior to fitting the regulator, the valve should be opened slightly to blow away any dust or grit from the valve.
- 4.1.9 Metal wires shall not be used for connecting gas hoses with gas cutting torches, pressure gauges/regulators and for joining gas hoses with connectors.
- 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.

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



- 4.3.4 The Contractor shall ensure the use of sufficiently strong scaffolding with sufficiently strong hand railings during the execution of the job.
- 4.3.5 The Contractor shall ensure the use of scaffoldings at construction site by his personnel working at height, fabricated as per standard drawing for scaffolding. If the scaffolding as per the standard drawing is not found suitable at site, the Contractor shall make necessary modification to strengthen the same.
- 4.3.6 All planks forming staging shall be securely fastened to prevent them from slipping.
- 4.3.7 All staging to be used in connection with the operation shall be inspected before use, and thereafter at regular intervals.
- 4.3.8 There should not be any gaps in the working platform.
- 4.3.9 Stages suspended by ropes or chains shall be secured as far as possible to prevent them from swinging.
- 4.3.10 Hand rails with mid rails at one meter and half meter height should be ensured for the working platform.
- 4.3.11 Access ladders shall be provided to reach the working platform.
- 4.3.12 All ladders must be provided with non-skid shoes.
- 4.3.13 Regular inspection of scaffolding and staging are to be carried out.
- 4.3.14 While working on such job every workman must wear Full Body Safety Harness.
- 4.3.15 For any civil engineering job, the Contractor will provide adequate support before casting or any superstructure and provide approach, scaffolding etc., in such a manner that is safe, easy for movement of men, women and materials.

4.4 Hand Tools and Power Tools:

- 4.4.1 Tools shall be manufactured from the best materials by reputed tool companies with confirming to and stamped by the relevant Indian or International Standards e.g. IS, DIN, EN-ISO, ANSI and CE.
- 4.4.2 All power hand tool like grinder, weld flux remover etc. used onboard or inside the workshop must be run on either 110V power supply or by compressed air.
- 4.4.3 All compressed air hose must have standard hose coupling for fittings.
- 4.4.4 Compressed air tools, while under pressure, must not be left unattended.
- 4.4.5 All connections to air tools shall be made secure before turning on air pressure.
- 4.4.6 When working at elevated location, all tools should be placed in tool box to prevent loose tools being dropped from the heights.



- 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.

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

- 8.1 Do not step on any sheet without obtaining proper safety training.
- 8.2 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.
- 8.3 Intimation shall be given to shop In-charge along with height permit, before going to roof of workshop.
- 8.4 Use suitable and sufficient access ladders, cat ladders, crawling boards, duck ladders etc. and fix them properly on the roof.
- 8.5 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.
- 8.6 Never step directly on any part of the roof. Always walk or step only on the ladders.
- 8.7 It is not safe anytime to walk on purlins. Do avoid it. Do not run on roof.
- 8.8 It is necessary to walk on ladders (and not on roof directly) while transporting these sheets on roof.
- 8.9 While working on the roof, ensure that no loose items are dropped down.
- 8.10 Always use suitable and strong ropes for taking sheets from ground to the roof.
- 8.11 Never leave any loose items (tools, cut sheets, broken sheets) on the roof after the work is over.
- 8.12 Never use any electrical equipment without proper earthing.
- 8.13 Ensure sufficient illumination while you are working on the fragile roof.

9. Safety while working in Confined Spaces:

- 9.1 Before starting work ensure that the supervisor is available at site and he has got the work permit issued by the authorised person.
- 9.2 Prepare adequate emergency arrangements before the work starts.
- 9.3 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.
- 9.4 Proper ventilation arrangement should be made before starting the work.
- 9.5 Adequate light arrangement should be available.
- 9.6 Use only 110V power supply while working in confined space.
- 9.7 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.



10. Safety while Blasting and Painting Operations:

- 10.1 Suitable blasting suits and hoods with coolant tube shall be used while carrying out blasting operations.
- 10.2 Immediate removal of spillage. Good housekeeping standards must be maintained at all times.
- 10.3 The contractor shall ensure that paint handed over to it for usage is safely stored in a suitable container.
- 10.4 Never allow Naked flames - matches - cigarettes -in the same area where paint is being applied or stored.
- 10.5 Airless spray must always be earthed as static electricity can develop within the system and be the cause of explosion.
- 10.6 All couplings must be of a close fit, especially on high pressure equipment. Replace damaged hoses.
- 10.7 The contractor shall ensure that its personnel have minimum contact of paint with skin.
- 10.8 Hand Gloves, Safety Shoes and eye protection must always be worn during work.
- 10.9 Usage of a suitable barrier cream on exposed skin must be considered.
- 10.10 Air fed hood/mask or respirator in confined spaces must be used.
- 10.11 Safe access and adequate lighting must be ensured.
- 10.12 Blasting proof, light and portable lamps shall be provided for the blasting operations inside of tanks and compartments.
- 10.13 The area where blasting or painting is being carried out must be provided with proper, visible safety barriers or signs.
- 10.14 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.
- 10.15 Cleaning of the slipway, dry-dock, surrounding areas, machines and equipments, etc. of dust immediately after blasting has taken place.
- 10.16 Removal of spent/excess and reusable grits and empty paint drums.

11. Safety at Civil Construction Sites

- 11.1 The rock blaster should be a qualified and competent person for carrying out blasting work.
- 11.2 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.
- 11.3 Care should be taken that the blasting point is free of detonating gas, inflammable objects, sparking or damage wiring system, stray currents.
- 11.4 Underground utilities (such as water pipelines, sewers, gas mains, electrical conduit system) should be located and protected, wherever necessary, before the start of excavation.



- 11.5 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.
- 11.6 Excavated material should not be dumped within 1.5 m of the edges or half of the depth of the trench whichever is more.
- 11.7 Shoring (supporting the sides of the trench) and/or proper slopes to the trench walls should be provided.
- 11.8 Ladder access at suitable intervals with proper support in the trench should be provided and ladder should extend above the ground level.
- 11.9 Dewatering provisions should be considered while excavating a trench near a water body.
- 11.10 Temporary electrical connections provided in the trench area should be in compliance to the requirements of the Indian Electricity Act, Rules and Regulations.
- 11.11 Proper barricading of trenches with warning signals should be provided.
- 11.12 At all approaches and exits of the sites of excavations, danger and warning signals should be placed.
- 11.13 Excavation area should be adequately lighted for night work.
- 11.14 Test for oxygen level inside the shaft before start of work every day.
- 11.15 Effective communication system between the ground staff & the persons working in the shaft should always be there to ensure safe working environment.
- 11.16 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.
- 11.17 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.
- 11.18 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.
- 11.19 Safe access should be provided to the structures under erection.
- 11.20 Structures/ platforms should not have openings uncovered/unbarricaded.
- 11.21 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.
- 11.22 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.
- 11.23 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.
- 11.24 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.
- 11.25 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.
- 11.26 All temporary wiring should be installed and supervised by a competent electrician.



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- 11.27 Adequate protection should be provided for all electrical wiring laid on floor which may be crossed over by construction machinery or by the workmen.
- 11.28 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.
- 11.29 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.
- 11.30 Dispose all wastes, and unwanted materials must be disposed of at a designated place.
- 11.31 Do not leave planks with nails on passageways.



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Annexure-K

Format for remittance towards EMD/Performance Security

1. 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**

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

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

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

Signature of Vendor/Representative



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Annexure-L

Mazagon Dock Shipbuilders Limited

**Dockyard Road,
Mumbai – 400 010**

RTGS / NEFT – Mandate Authorization Form

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

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

Authorized Signature of the suppliers

Certified that the particular as per Serial No. 1 to 14 are correct as per our records.

Date

Bank's Stamp

Authorized Signatories of Bank Officers



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Annexure-M.1

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

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

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

IN RESPECT OF BID / TENDER No.

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

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

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

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

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

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

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

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

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

Attach separate sheet duly signed if space is not sufficient

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

(e) I accept that the Procurement Authority / Institution / MDL / Nodal Ministry has the right to request that the local content be verified in terms of the requirements of revised Public Procurement (preference to Make in India) Order 2017 dtd 16.09.2020 and I shall furnish the



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document / information on demand. Failure on my part to furnish the data will be treated as false declaration as per PPP MII Order 2017. In case of contract being awarded, I undertake to retain the relevant documents for 7 years from date of execution.

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

SIGNATURE: _____

DATE: _____

Seal / Stamp of Bidder



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Annexure-M.2

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 16.09.2020 and I shall furnish the document / information on demand. Failure on my part to furnish the data will be treated as false declaration as per PPP MII Order 2017. I undertake to retain the relevant documents for 7 years from date of execution.

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

SIGNATURE: _____

DATE: _____

Stamp / Seal of the company



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Annexure-N

FORMAT FOR INFORMATION OF PAST ORDERS:

Bidders are required to submit information of past orders as per tender clause no. 8.

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



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Annexure-O

**PROFORMA BANK GUARANTEE FOR PERFORMANCE SECURITY
(ILLUSTRATIVE FORMAT)**

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

IN CONSIDERATION OF MAZAGON DOCK SHIPBUILDERS LIMITED, a company incorporated under the Companies Act 1956 and having its registered office at Dockyard Road, Mumbai 400010 (hereinafter referred to as the "the Purchaser" which expression shall, unless it be repugnant or contrary to the subject or context thereof, be deemed to mean and include its successors and assigns) having placed an order on Messers a partnership firm/sole proprietor business/a company registered under the Companies Act, 1956 having its office at(hereinafter called " the Contractor/ Supplier" which expression shall, unless it be repugnant or contrary to the subject or context thereof, be deemed to mean and include its successors and assigns) vide order No..... dated..... (hereinafter called "the order" which expression shall include any amendments/alterations to "the order" issued by "the Purchaser") for the supply , delivery at site, installation and commissioning of certain equipment, item/services/civil works etc. as stated in the said Order and the Purchaser having agreed with the Contractor/Supplier to accept a Bank Guarantee in lieu of Performance Security payable under the said order for the fulfillment and performance of the said order, We,

..... Bank having office at (hereinafter referred to as "the Bank" which expression shall 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% (10% in case of Capital Procurement) of the order value against any loss or damage, costs, charges and expenses caused to or suffered by the Purchaser by reason of non performance and non-fulfillment or for any breach on the part of the Contractor / Supplier of any of the terms and conditions of the said order.

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

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



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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:

a) Our liability under this guarantee shall not exceed Rs.....

ii) This Bank Guarantee shall be valid upto and including; and

iii) We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before (validity + 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")



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Annexure-P

INTEGRITY PACT: -

Mazagon Dock Shipbuilders Limited (MDL) hereinafter referred to as "The Principal/Buyer"

And

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

Preamble

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

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

Section 1 - Commitments of the Principal/Buyer:

(1) The Principal/Buyer commits itself to take all measures necessary to prevent corruption and to observe the following principles:

a) No employee of the Principal/Buyer, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

b) The Principal/Buyer will during the tender process treat all Bidder(s) with equity and reason. The Principal/Buyer will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

c) The Principal/Buyer will exclude from the process all known prejudiced persons.

d) The Principal/Buyer undertakes to scrupulously follow the tender containing General conditions of contract (GCC) for goods and services in respect of procurement contracts for goods, services and civil works.

(2) If the Principal/Buyer obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, the Principal/Buyer will inform the Chief Vigilance Officer, MDL and in addition can initiate disciplinary actions.

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

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

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



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

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

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

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

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

f) The Bidder (s)/Contractor(s), their agents, representatives shall not do such things so as to interfere with the procedures laid down in the Principal/Buyer's tender containing the General conditions of contract (GCC) for Goods and Services in respect of procurement contracts for goods, services and civil works.

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

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

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

If the Bidder(s)/Contractor(s) before contract award or during execution of contract has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility as Bidder(s) in question, the Principal/Buyer is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or to terminate the contract, if already signed for such reason, as per the procedure mentioned in the "Guidelines on Banning of business dealings" Copy of the "Guidelines on Banning of business dealings" is annexed and marked as Enclosure-2.

1) If the Bidder(s)/Contractor(s) has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal/Buyer is entitled also to exclude the Bidder(s)/Contractor(s) from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder(s) and the amount of the damage. The exclusion will be imposed for a minimum of six months and maximum of five years, which may be further extended at the discretion of the Principal/Buyer.

2) A transgression is considered to have occurred, if the Principal/Buyer after due consideration of the available evidence, concludes that no reasonable doubt is possible.



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3) The Bidder (s) accepts and undertakes to respect and uphold the Principal/Buyer's absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining legal advice.

4) If the Bidder(s)/Contractor(s) can prove that he has restored/ recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Buyer may revoke the exclusion prematurely.

Section 4 – Sanctions for Violation:

(1) Any breach of the aforesaid provisions by the Bidder or any one employed by him or acting on his behalf (whether with or without the knowledge of the Bidder) or the commission of any offence by the Bidder or any one employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act 1988 or any other Act enacted for the prevention of corruption shall entitle the Principal/Buyer to take all or any one of the following actions, wherever required –

a) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the Bidder. However, the proceedings with the other Bidder (s) would continue.

b) The Earnest Money Deposit/Security Deposit/Performance Bond shall stand forfeited either fully or partially, as decided by the Principal/Buyer, and the Principal/Buyer shall not be required to assign any reason there for.

c) To immediately cancel the contract, if already signed, without giving any compensation to the Bidder.

d) To recover all sums already paid by the Principal/Buyer, in case of an Indian Bidder with interest thereon at 2% higher than the prevailing Base Rate of SBI, and in case of a Bidder from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the Bidder from the Buyer in connection with any other contract for any other Defence stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.

e) To en-cash the advance Bank Guarantee and Performance Bond/Warranty bond, if furnished by the Bidder, in order to recover the payments, already made by the Principal/Buyer, along with interest.

f) To cancel all or any other contracts with the Bidder.

g) To debar the Bidder from entering into any bid from Principal/Buyer for a minimum period of five years, which may be further extended at the discretion of the Principal/Buyer.

h) To recover all sums paid in violation of this Pact by Bidder(s) to any middleman or agent or broker with a view to securing the contract.

i) If the Bidder or any employee of the Bidder or any person acting on behalf of the Bidder, either directly or indirectly, is closely related to any of the officers of the Buyer, or alternatively, if any close relative of an officer of the Buyer has financial interest/stake in the Bidder's firm, the same shall be disclosed by the Bidder at the time of filing of tender. Any failure to disclose the interest involved shall entitle the Buyer to rescind the contract without payment of any compensation to the Bidder.

The term 'close relative' for this purpose would mean spouse whether residing with the Principal/Buyer's employee/employees or not, but not include a spouse separated from the Principal/Buyer's employee/employees by a decree or order of a competent court; son or daughter or step son or step daughter and wholly dependent upon Principal/Buyer's employee/employees, but does not include a child or step child who is no longer in any way dependent upon the



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Principal/Buyer's employee/employees or of whose custody the Principal/Buyer's employee/employees has been deprived of by or under any law; any other person related, whether by blood or marriage, to the Principal/Buyer's employee/employees or to the Principal/Buyer's employee/employees wife or husband and wholly dependent upon Principal/Buyer's employee/employees.

j) The Bidder shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the Principal/Buyer, and if he does so, the Principal/Buyer shall be entitled forthwith to rescind the contract and all other contracts with the Bidder. The Bidder shall be liable to pay compensation for any loss or damage to the Principal/Buyer resulting from such rescission and the Principal/Buyer shall be entitled to deduct the amount so payable from the money(s) due to the Bidder.

k) In cases where Irrevocable Letters of Credit have been received in respect of any contract signed by the Principal/Buyer with the Bidder, the same shall not be opened.

(2) The decision of the Principal/Buyer to the effect that a breach of the provisions of this Integrity Pact has been committed by the Bidder shall be final and binding on the Bidder, however, the same Bidder can approach the Monitor(s) appointed for the purposes of this Pact.

Section 5 - Previous Transgression:

(1) The Bidder declares that no previous transgressions occurred in the last three years with any other company in any country conforming to the anti-corruption approach or with any other public sector enterprise in India that could justify his exclusion from the tender process.

(2) If the bidder makes incorrect statement on this subject, he can be disqualified from the tender process or further action can be taken.

Section 6 - Equal treatment of all Bidders/Contractor(s)/Subcontractors:

(1) The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this integrity Pact, and to submit it to the Principal before contract signing.

(2) The Principal/Buyer will enter into agreements with identical conditions as this one with all bidders, contractors and subcontractors.

(3) The Principal/Buyer will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 - Criminal charges against violation Bidder(s)/Contractor(s)/ Subcontractor(s):

(1) If the Principal/Buyer obtains knowledge of conduct of a Bidder, Contractor or subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or subcontractor which constitutes corruption or if the Principal has substantive suspicion in this regard, the Principal/Buyer will inform the same to the Chief Vigilance Officer, MDL.

Section 8 - Independent External Monitor/Monitors:

(1) The Principal/Buyer appoints competent and credible independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively whether and to what extent the parties comply with the obligations under this agreement.

(2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairman & Managing Director of the Principal/Buyer.



(3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all project documentation of the Principal/Buyer including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality.

(4) The Principal/Buyer will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations, between the Principal/Buyer and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

(5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal/Buyer and request the Management to discontinue or take corrective action, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. However, the Monitor shall give an opportunity to the Bidder(s)/Contractor(s) to present its case before making its recommendation to the Principal/Buyer.

(6) The Monitor will submit a written report to the Chairman & Managing Director of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the Principal/Buyer and, should the occasion arise, submit proposals for correcting problematic situations.

(7) Monitor shall be entitle to compensation on the same terms as being extended to / provided to Independent Directors on the Board of Principal/Buyer.

(8) If the Monitor has reported to the Chairman & Managing Director of the Principal, a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India and the Chairman & Managing Director of the Principal/Buyer has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

(9) The word 'Monitor' would include both singular and plural.

Section 9 - Pact Duration:

This pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract and for all other Bidders 06 months after the contract has been awarded.

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above unless it is discharged / determined by Chairman & Managing Director of the Principal/Buyer.

Section 10 - Other provisions:

(1) This agreement is subject to Indian Law, place of performance and jurisdiction is the Registered Office of the Principal/Buyer, i.e. Mumbai. The Arbitration clauses provided in the main tender document/ contract shall not be applicable for any issue/dispute arising under this Integrity pact.

(2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

(3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.



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(4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

Section 11 – Fall Clause: #

“The Bidder undertakes that it has not supplied/is not supplying similar products/ systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/systems or sub systems was supplied by the Bidder to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance of elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the Bidder to the Principal/Buyer, if the contract has already been concluded.”

For & on behalf of
Bidder/Contractor
MAZAGON DOCK SHIPBUILDERS LIMITED
(Office Seal)
Place _____
Date _____

For & on behalf of
(Office Seal)

Witness 1:

(Name & Address)

Witness 2:

(Name & Address)



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Annexure-Q

Technical documents to be uploaded in Technical Bid
(Ref clause 11 of tender Enquiry)

1. Scanned image of EMD-BG/ Online Remittance as stipulated in clause 6 for EMD. The original of the above of EMD-BG/ Online Remittance, shall be forwarded to GM (OTS) / HOD (OTS).
2. Acceptance of Service Level Agreement **(Annexure-C)**
3. Acceptance of General Condition of contract (GCC) for goods & services **(Annexure-D)**
4. Blank Rate sheet **(Annexure-B)**
5. **Signed and stamped acceptance** of GST Terms and conditions **(Annexure-F)**
6. Bidder should scan and **upload Acceptance on firm's letterhead** of:
 - i) Validity of Offer (Clause No. 9)
 - ii) Ready to submit Performance security (Clause 17) & to extend the same on MDL request.
7. Bidder should **upload signed and stamped acceptance** of Statutory Compliances while deploying Contract Employees in MDL Premises and its units **(Annexure- G).**
8. Bidders should upload scanned Copies of work Orders, Work Completion Certificates, SoW against SLA Clause No. 8.1 & 8.3(v).
9. Bidder should upload **signed and stamped acceptance** of Safety instruction for Sub-Contractor **(Annexure- J).**
10. Track Record/ Information of past orders as per **(Annexure-N).**
11. Audited balance sheet and P&L statements for FY 2020-21, FY 2021-22 and FY 2022-23.
12. Bidder should upload scanned copy of tax and duties certificate for which they are registered (GST Certificate all pages etc.).
13. Copies of valid UDYAM Registration or Approval certificates (if any) of the following shall be uploaded on-line:
 - a) Micro Enterprises.
 - b) Small Enterprises.
 - c) ISO Accreditation.
14. Declaration Certificate for Local content. **(Annexure-M.1)**
15. Declaration by bidder for Restrictions under rule 144(xi) of general financial rules GFRs, (2017) on Letter head of firm. **(Annexure-H)**
16. Bidders registered with MDL should scanned and upload valid Registration Certificate issued by MDL.
17. GST certificate.
18. RTGS/ NEFT - Mandate Authorization Form **(Annexure – L)**
19. Scanned image of PAN card.
20. Company Profile, Shop & Establishment and Tax registration certificate.
21. List of Equipment/ Manpower held by Firm.
22. INTEGRITY PACT: **(Annexure –P)**