



ADDITIONAL SERVICE LEVEL AGREEMENT (ASLA)

GeM Bid No. GEM/2026/B/7796468 for Structural Stability Assessment, Operational Health Check-up, FEA Study and Residual Life Assessment of 300T Goliath Crane

1. **SUBJECT:** Structural Stability Assessment, Operational Health Check-up, FEA Study and Residual Life Assessment of 300T Goliath Crane.
2. **SCOPE OF WORK:** Bidders are requested to refer **Annexure-A** for Scope of Work.
3. **e-REVERSE AUCTION:** This GeM bid will be taken to Reverse Auction post technical evaluation on H1 elimination basis as per GeM terms & conditions.
4. **CONTRACT VALIDITY & WORK SCHEDULE:** Estimated work completion period is 60 days from the confirmed order. Estimated time is calculated considering crane availability, normal weather, acceptable wind flow; however, any kind abnormal condition due to nature or non-availability of crane will not be considered for this timeframe.
The contractor will submit mutually agreed schedule in consultation with MDL designated concerned executive for readiness of the work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests. Contractor will provide MDL with results of all testing and inspections.
Considering the above constraints, validity period of the contract may be considered for 120 days from the PO date and may be extended for a further period on mutual consent basis on the same terms and conditions. However, if the performance of contractor is not satisfactory then contract may be terminated with one-month notice period by applying relevant clauses of contract such as Risk Purchase, etc.
5. **INTEGRITY PACT (IP):** Not applicable.
6. **EARNEST MONEY DEPOSIT (EMD):** Bidder shall furnish EMD of amount Rs 75,000.00 (Rs. Seventy-five thousand only).

6.1 Mode of EMD

- a) EMD can be paid online by following the steps listed below:
 - Go to www.mazagondock.in
 - Click on **Online Payment** Tab available on the home page
 - Click on the **Tender** Tab.
 - Make the payment online using Debit Cards, Credit cards, Net Banking, BHIM/UPI etc. after filling the required details.
- b) The EMD can also be remitted directly to MDL Bank Account as per details given in **Annexure- F**.
- c) In case bidders pay EMD online or remit the same directly to MDL Bank account through NEFT, they 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.
- d) Wherever Bank Guarantee is stated in the tender it is to be read as Electronic Bank Guarantee.
- e) In case of Indigenous bidders, The EMD can be submitted by way of NEFT / Demand Draft / Pay order / e-Bank Guarantee / Insurance Surety Bond / or Structural Financial Messaging System Bank Guarantee (SFMS BG) drawn in favour of Mazagon Dock Shipbuilders Limited, Mumbai from the list of Banks issued by a Scheduled Commercial (i.e., Indian or Foreign Banks included in the Second Schedule of Reserve Bank of India Act, 1934 excluding Cooperative banks or Regional Rural Banks)
- f) EMD prescribed format attached at **Annexure-N/Annexure-O for e-BG /ISB**. The e-Bank Guarantee/ISB should be valid for **04 more weeks** beyond the offer validity period indicated in the Tender and should be drawn from any of the banks in the list of approved Banks by SBI/Canara Bank published on MDL website www.mazagondock.in→Procurement→Vendor→Bills /EMD Status/List of Approved Banks →List of First-Class Bank approved by SBI.
 - i. Mandatory requirement: Whenever a bidder submits SFMS BG, the bidder will mandatorily be required to submit letter from issuing bank that it is unable to issue NeSL(National e-Governance Service Ltd) based e-BG as on date. Such letter should accompany the SFMS BG.
 - ii. IFSC Code: While submitting the Structural Financial Messaging System Bank Guarantee (SFMS BG). IFSC: ICIC0000393 shall be used.



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- ii. Authenticity of SFMS BG: Bidder shall get SFMS BG issued from SFMS enabled Bank as allowed by MDL in tender conditions. Bank shall issue the Bank Guarantee through SFMS system and send SFMS message to MDL's Bank confirming the authenticity of Bank Guarantee. Bidder will be required to submit SFMS BG towards performance Bond along with SFMS delivery report/message copy which has been transmitted to MDL's bank by BG issuing bank through SFMS system.
 - iii. Stamp Paper / Franking Receipt: The SFMS BG will have to be given on non-judicial stamp paper/ with franking receipt e-stamping as per stamp duty applicable at the place from where the bid has emanated. The non-judicial stamp paper/ franking receipt e-stamping should be either in the name of the issuing bank or the bidder.
 - iv. Receipt of SFMS BG: The Original SFMS BG in physical form towards Bid security/Performance Warranty security (along with SFMS delivery report / message copy which has been transmitted by issuing bank through SFMS system to beneficiary's i.e., MDL's Bank) should reach to the designated MDL office on or before due date.
 - vi. Mandatory Requisite Information: SFMS BG will not be acceptable unless details of the same is transmitted to the MDL's Bank through SFMS platform. Its bidder's responsibility to ensure that BG issuing bank send the BG advice correctly in the form of message format 760 COV vis SFMS (Structured Financial Messaging System) as provided by RBI while capturing all requisite fields including Beneficiary Account Name, Bank Name, Bank Account Number, IFSC Code etc.
 - vii. Non-Acceptance of BG: In case of any error by the Bidder/contractor or BG issuing Bank while capturing the requisite field details / format or non-receipt of confirmation of BG through SFMS 760COV message format, the bidder/contractor shall be responsible for non-acceptance of the SFMS Bank Guarantee.
 - viii. Amendment in BG: For any amendment of SFMS BG, message 767COV through SFMS should be used.
- g) Bidders submitting EMD by way of Bank Guarantee are requested to inform their issuing Bank to provide complete details viz., address, and telephone / fax number and e-mail id on their cover letter enclosing the BG.
 - h) **The Scanned Copy of the Bank Guarantee towards EMD shall be uploaded in the Techno-commercial bid (Part-I). For NEFT transaction copy of UTR/ NEFT receipt to be uploaded with the technical bid.**
 - i) Bidder shall send the original of the Bank Guarantee towards Earnest Money Deposit (EMD) by Registered Post/Speed Post/Courier/In Person so as to reach the GM/HOD (Non-Project Commercial) within **07 Working Days** from the closing date of the tender during office working hours i.e., up to 1700 hrs. Timely submission of the original EMD instrument is the responsibility of the bidders and no reasons / excuses in this regard will be entertained by MDL.
 - j) **If the original of EMD instrument is NOT RECEIVED within the stipulated period of 07 Days from the closing date of the tender, the Bids / Offers will be liable for rejection.**

6.2 EXEMPTION FROM SUBMISSION OF EMD/ BID BOND:

- a) State & Central Government of India Departments & Public Sector Undertakings.
- b) Firms permanently registered with Mazagon Dock Shipbuilders Limited (MDL) under PR-Mat/Ser Group 1402260 – THIRD PARTY INSPECTION / CERTIFICATION AGENCY. To qualify for EMD exemption, firms should necessarily upload VALID copy of the registration certificate, for the items/ services for which the offer/bid is being submitted, issued by MDL in Part-I offer/bid. Firms in the process of obtaining MDL registration will not be considered for EMD exemption. Vendor/s who are permanently registered under different group in MDL have to submit the EMD as stipulated in tender.
- c) Firms registered with NSIC under its "Single Point Registration Scheme". (Exemption will apply only to consultancy 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 consultancy 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, in Part-I offer / bid.



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- e) Start-ups as recognized by Department of Industrial Policy and Promotion (DIPP)
- f) 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.
- g) 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
- h) **EXEMPTIONS AS MENTIONED IN GeM GTC.**

Note: Bidder seeking EMD exemption must submit valid supporting document in the technical bid. MSE Trader (retail & wholesaler) will not be considered for EMD exemption.

6.3 Refund of EMD in all the cases shall be without interest as stated below:

- a) EMD will be refunded to the technically rejected bidders within 15 days from the date of price bid opening and remaining bidders after placement of order on the successful bidder after submission of Security Deposit.
- b) In the event of cancellation of tender, the EMD will be refunded / returned to all the bidders.
- c) EMD of successful bidders may be converted into performance security or refunded on receipt of performance security B.G. as called for in the contract on the basis of written communication from the Commercial Executive.
- d) If the validity of the offer of the firm has expired and if bidder is not willing to extend the validity of offer, the EMD of such bidders will be refunded without linking of the same to the Price Bid Opening.
- e) The Earnest Money Deposit shall be forfeited by MDL in the following events:
 - i. If the bidder withdraws, amends, impairs or derogates from the tender, agreed conditions of TNC/CNC/PNC in any respect within the period of validity of his offer.
 - ii. If the successful bidder declines acceptance of order.

7. QUALIFICATION CRITERIA:

7.1. Technical Pre-Qualification Criteria (TPQC):

- 7.1.1 The Bidder should have certification as inspection body Type A, schedule 1 accreditation for IAF Scope 17, 18 in accordance with NABCB (ISO/IEC 17020-2012). The bidder has to submit relevant valid certificate copy along with tender documents.
- 7.1.2 Bidder's experience of having executed/completed similar services for goliath crane/ gantry crane/ ship portal crane/ electrically driven level luffing/ wharf / portal jib cranes during last 07 years ending till the original tender closing date of operational health assessment (including 3D scan & Finite Element Analysis (FEA study) of the crane of similar capacity. However, at least one order for similar work on goliath crane/ gantry crane/ ship portal cranes/ electricity driven level luffing/ wharf/ portal jib cranes of capacity more than 200 tons and height above 50 meters from any company/ organization.
- 7.1.3 The Bidder must submit following document for proof along with tender:
 - 1) Work order copy, 2) Work Completion Report.
- 7.1.4 The Bidder must have ISO 45001 certification. The bidder has to submit relevant valid certificate copy along with tender documents.
- 7.1.5 Bidder's experience of having successfully completed similar works during last 7 years ending till the original tender closing date should be either of the following:
 - (a) Three similar completed works each costing not less than **Rs. 15.00 Lakhs.**
 - OR**
 - (b) Two similar completed works each costing not less than **Rs. 18.75 Lakhs.**
 - OR**
 - (c) One similar completed work costing not less than **Rs. 30.00 Lakhs.**

OR



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- (d) Cumulative similar works/jobs completed within a span of 12 months totaling to **Rs. 18.75 Lakhs.**

Note 1: Similar work is defined as: The similar work includes bidders work completion certificate of relevant purchase order copy of work experience of operational health assessment (including 3D scan & Finite Element Analysis (FEA study)) of Goliath crane/ gantry crane / ship portal cranes/ electrically driven level luffing/ wharf/ portal jib crane and the bidder should have at least one purchase order of similar work on goliath crane/ gantry crane/ ship portal cranes/ electrically driven level luffing/ wharf/ portal jib cranes of capacity more than 200 tons and height above 50 meters from any company/ organization.

Note 2: The bidders need to scan and upload documentary evidence in support of the Qualification Criteria indicated at SLA clause 7.1 above; viz Work order/s meeting above order value criteria for similar work along with work completion certificate / Proof of payment with Tax Invoice / Store Receipt and Acceptance Report or any other evidence that confirms that the work is completed which is 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. In case of orders consisting of various activities, only that portion of work order value meeting the similar work criteria shall be considered for the purpose of pre-qualification. The concerned HOD or TNC has a right to verify /cross verification of authenticity of the said document whenever felt necessary.

Note 3: The value of similar completed services in a contract will be considered for PQC even if the contract is not fully completed.

Note 4: The date of Order/Contract can be older but completion period shall be within last 07 years ending till the original tender closing date.

Note 5: The Work Completion Certificate shall contain following details:

- (i) Particulars of the work and contract number and Date;
- (ii) Original Contract Value;
- (iii) Details of Growth of Work / amendments, if any;
- (iv) Date of commencement of the work;
- (v) Date of completion as per original contract agreement;
- (vi) Actual date of completion;
- (vii) Actual completion cost;
- (viii) Extension of time, if any granted;
- (ix) Defect liability period, if any;
- (x) Any other details as per the requirements.

Note 6: It is clarified that the work executed by the contractors for their in-house or capital use need not be considered for the purpose of bidders' experience of completion of similar works. The bidder is required to submit information in the form of the table for the orders, which qualify them as per the above criteria, as the information in the tabular form, at **Annexure- E**. Bidder shall clearly indicate under which clause (7.1.5 a, b c or d) their bid is qualifying. The value of work executed in support of previous experience will be considered excluding taxes, duties and other levies if any.

Note 7: 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 to the same.

Note 8: 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.

Note 9: Bidders are requested to ensure that only relevant documents complete in all respect as indicated in the tender should be attached with their offer. The first page of every uploaded set of scanned documents shall be an index of its contents. In case the offers received against this tender are more than 20, no opportunity will be extended for submission of deficient documents after opening of bids. The evaluation of the offers will be carried out and bidders will be qualified based on the documents received along with their offer.

7.2. Commercial Pre-Qualification Criteria:

- (a) The bidder should have a minimum average turnover of at least for **Rs. 11.25 Lakhs** during the last three years ending **31st March 2025** (i.e., for the Years 2022-23, 2023-24 & 2024-25) and shall upload the audited balance sheet and profit / loss account for the last three years.
- (b) Bidders Shop and establishment registration certificate or registration certificate from registrar of firms or certificate of incorporation from Registrar of Companies (Not required for permanent registered vendors with MDL).



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Note 1: Sr. 7.2(a) above not required for permanent registered vendors with MDL. However, such bidders should upload a scanned image of valid registration certificate; duly self-attested and stamped with their company seal.

Note 2: Joint Ventures and Holding Companies: Credentials of the partners of Joint ventures cannot be clubbed for the purpose of compliance of PQC in supply of Goods/Equipment, and each partner must comply with all the PQC criteria independently.

However, for the purpose of qualifying the Financial Standing Criteria, the Financial Standing credentials of a Holding Company can be clubbed with only one of the fully owned subsidiary bidding company, with appropriate legal documents proving such ownership.

7.3. **Exemption for Start-up/MSE:**

- a) Start-ups shall be given 100% relaxation in prior turnover and prior experience subject to meeting of quality & technical specifications.
- b) If L-1 bidder is Start-up, then Start-up firms are eligible for ordering of 100% of tendered quantity.
- c) MSEs shall be given 100% relaxation of prior turnover and prior experience subject to meeting of quality and technical specifications.

Note 1: The above provisions are subject to meeting purchase preference policies which will prevail over above provision.

Note 2: The condition of prior turnover and prior experience is relaxed only for all Start-ups recognized by Department for Promotion of Industry and Internal Trade (DPIIT) subject to meeting of quality & technical specifications.

8. **BID REJECTION CRITERIA:**

- (a) **Categorical rejection criteria:** The following conditions / deviations are non-negotiable and therefore any bid falling under these conditions / deviations shall be summarily rejected. Bidders to note that they shall not be provided any opportunity to rectify these conditions / deviations post Part-I bid opening:
 - (i) Bids received after tender closing date and time.
 - (ii) Bids/Offer received other than GeM Portal.
 - (iii) Bidder(s) who is/are debarred under PPP MII order 2017, GeM, CPP including tender holiday issued by MDL.
 - (iv) Bids received without EMD (other than those who are exempted from payment of EMD).
- (b) **Liability rejection criteria:** Non-compliance/non-acceptance to any of the terms and conditions of the tender other than mentioned at tender clause 8(a) shall render the bid liable for rejection;
 - (i) Equal time and opportunity for submission of deficient techno commercial documents and clarification shall be given to the bidders. Bidders are required to submit such documents / clarifications within the duration / date stipulated by MDL failing which their bids will be rejected.

Important Note:

- a. "Bidders are requested to ensure that only relevant documents complete in all respect as indicated in the tender should be attached with their offer. The first page of every uploaded set of scanned documents shall be an index of its contents."
- b. Bidders are required to submit documents /clarifications within the duration / date stipulated by MDL failing which their bids will be rejected.
- c. MDL reserves the right to seek clarification / deficient documents from the bidders, against the tender

9. **VALIDITY PERIOD:**

- (a) Bid / Offer shall have the validity period of **120 days** from the tender closing date.
- (b) In case the day up to which the bids are to remain valid falls on/ subsequently declared a holiday or closed day for MDL, the bid validity shall automatically be deemed to be extended upto the next working day.
- (c) In exceptional circumstances, before the expiry of the original time limit, MDL may request the bidders to extend the validity period for a specified additional period. The request and the bidders' responses shall be made in writing or electronically. A bidder may agree to or reject the request. A bidder who has agreed to MDL's request for extension of bid validity, in no case, he shall be permitted to modify his bid.



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10. 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 as appearing online:

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

10.1. Common Documents to be uploaded:

- (a) The bidder shall submit/upload proof of EMD payment/submission, as applicable along with bid offer.
- (b) Copy of the Illustrative Rate sheet (**Annexure-B**) clearly indicating 'Quoted/ Not-Quoted' as applicable against each of the listed item, should also be uploaded. Bidders are required to indicate the applicable %age of GST & HSN.
- (c) Scanned copies of Tender Enquiry Acceptance Format (TAF) & General Conditions of the Contract (GCC) Acceptance format in the Prescribed Formats (**Annexures-C & Annexure-D**); duly stamped, signed & filled 'Accepted OR Not Accepted' as applicable for each of the clause. Normally deviations to the tender terms are discouraged.
- (d) Deviation list if any to be submitted with technical bid only.
- (e) Information of past orders as per **Annexure-E**.
- (f) **Annexure-I:** Declaration Certificate for Local content **clearly indicating / declaring / specifying the local content percentage or / and location of local value addition** in the declaration certificate.
- (g) **Annexure-J:** Restrictions under rule 144(xi) of general financial rules GFRs, (2017).
- (h) Qualifying documents in support of TEF clause 7.1 & 7.2.
- (i) Audited / Certified Balance sheet, Profit / Loss account for past 3 Financial Years ending at Mar-2025.
- (j) **Annexure-K:** Declaration by bidder Conflict of Interest Among Bidders/ Agents.
- (k) Valid and latest UDYAM Certificate if available.
- (l) Permanent Vendor Registration Certificate issued by MDL, if any.
- (m) Bidders Shop and establishment registration certificate or registration certificate from registrar of firms or certificate of incorporation from Registrar of Companies (Not required for permanent registered vendors with MDL).
- (n) GST registration certificate (all pages).
- (o) Bidders not registered with MDL should scan and upload the RTGS/ NEFT - Mandate Authorization Form (**Annexure-H**) and scanned image of PAN card.
- (p) **Annexure-L:** Declaration for Debarment/No-Debarment.

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.

Part- II (Price Bid): This should contain only the **PRICES** for each of the listed items strictly in the prescribed format provided online on GeM. Price break up sheet as requested in GEM tender is to be downloaded, filled signed and stamped on all pages and uploaded in Part-II bid only. **PRICE BREAK UP SHOULD NOT BE SUBMITTED IN PART-I BID.**



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11. PRICING & ESCALATION:

- i) The bidder shall quote the prices as per the **GeM RATE SHEET FORMAT for the quantity mentioned in this tender document.**
- ii) Bidder would have to quote for all the services tendered & listed in the Rate Sheet format of GeM.
- iii) Bidder has to mandatorily fill the **Annexure-B**, sign stamped, clearly stating Only 'QUOTED / NOTQUOTED', GST% and HSN/SAC code and upload in Part-I of the Bid.
- iv) MDL shall not be bound by any printed conditions or provisions in the Contractor's Bid Forms or acknowledgement of CONTRACT, invoices, packing list and other documents which purport to impose any conditions at variance with or supplemental to CONTRACT.
- v) Bidder while quoting should consider the all costs such as labour, minimum wages, transportation, equipment, all incidental expenses, travelling, lodging, boarding, administrative, mobilizations, demobilizations, etc.
- vi) Contract Price shall remain firm and fixed during the currency of order/contract execution.
- vii) **Price Escalation:** Prices shall be firm & fixed during entire tenure of the contract. Price escalation is not applicable.

12. TAXES:

- (a) Bidders must clearly mention the applicable Taxes & Duties in the rate sheet enclosed in the tender. The item-wise rates (i.e., Basic + Packing, Forwarding, Freight & Insurance) quoted in the Rate sheet should exclude Taxes, Cess & 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.
- (b) Supplier / contractor will not be entitled to any increase in rate of taxes occurring during the period of extended delivery completion schedule if there is delay in supplies / completion attributed to him. However, if there is a decrease in taxes, the same must be passed on to MDL.
- (c) Income tax applicable on cost of services rendered in India in relation to the contract, shall be payable by bidders.
- (d) TDS (GST) shall be carried out as per the existing Laws and Acts.
- (e) **Goods and Services Tax (GST):**
 - (i) The prevailing rate of GST is to be indicated in your blank rate sheet in Part-I.
 - (ii) For MDL's GST number, please visit our website. MDL's GST Number is **27AAACM8029J1ZA**.
 - (iii) Bidder shall mention MDL GSTIN while invoicing and avoid any data entry error on GST portal.
 - (iv) Bidders shall mandatorily mention their GST number in their offer.
 - (v) Bidders shall mention the HSN (Harmonized System of Nomenclature) code for the quoted items and services in their offer. These codes must be in accordance with GST law and responsibility of specifying correct HSN codes for goods &/or services is that on the bidder. MDL shall not be responsible for any error in HSN no. specified by vendor. However, if any penalty is levied on MDL or any loss of ITC to MDL occurs or any delay in availing ITC by MDL occurs due to such error, vendor shall reimburse such loss after intimation by MDL or the amount shall be recovered from the SD or any outstanding payments to the vendor.
 - (vi) Bidder must mention HSN numbers in invoices as reflected in the order. These codes must be in accordance with GST law.
 - (vii) If bidder is registered under GST, bidder should note that successful bidder shall ensure timely submission of invoice and file all applicable returns under GST Law in the stipulated time & any losses of ITC to MDL arising due to delay in submission of invoice or delay in filing will be recovered from their invoice wherever MDL is eligible to avail tax credit. Any default towards payments 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.
 - (viii) Original invoice to be submitted to Bill Receipt Centre at MDL gate and a copy of the invoice to be submitted to the respective stores.
 - (ix) If the GST rating of supplier / contractor on GST portal/ Govt. website is found to be negative/ blacklisted, the MDL reserves the right to reject the offer of such bidders. Similarly, on post placement of the contract/order, MDL shall reimburse GST to the vendor only after he makes the payment of GST and fulfils all requirements as per GST law for successful GST along with penalties/interest, if any, incurred by MDL.
 - (x) 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



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subsequently as per GST laws due to non/ delayed receipt of goods and/ or services and/ or tax invoices 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, such amount shall be recoverable from supplier / contractor along with interest and penalty as levied on MDL under GST Law for the number of days the ITC was delayed. This amount shall be recovered from the SD or any outstanding payments. 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 as a result of default.

- (xi) If bidder is registered under GST, Suppliers shall be responsible for the financial and non-financial consequences in case of non-compliance of GST provisions/requirements/timelines on their part.

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

- (a) Electronic Reverse Auction: This GeM bid will be taken to Reverse Auction post technical evaluation as per GeM terms & conditions on H1 elimination basis.
- (b) Tender line items are inseparable in nature. Techno-Commercially Qualified Overall Lowest Bidder as evaluated by GeM will be considered for the placement of order. Bidders have to quote their price, applicable taxes, etc as per rate sheet available in GeM Portal.
- (c) Bidder not quoting for all the services tendered & listed in the Rate Sheet are liable for rejection. Bidder has to confirm that they have quoted all the line items by filling **Annexure-B (Illustrative rate sheet)**.

14. FREAK LOW QUOTES: If the L-1 quote is substantially lower than estimate or NLPP, the placement of order in such cases, results into either non-performance of the vendor or delayed performance or cancellation of orders at the risks and costs at so belated stage that the adverse effect of this has already occurred on project schedule. If the quoted L-1 rate is less than Cost Estimate / NLPP by more than 40% w.r.t. Cost Estimate / NLPP and if the quoted L-1 rate is less than L2 by more than 30% w.r.t. L2 then such quote is to be treated as freak low quote. Necessary commercial action will be taken best suited to MDL.

15. TERMS OF PAYMENT:

- (a) Payments for completed work will be made within 15 days of issue of work completion certificate or issue of consignee receipt cum-acceptance certificate (CRAC) from GEM for GEM Online payment ONLY if applicable.
- (b) On-line submission of Invoice unless otherwise specified, Ink Signed Tax Invoice in duplicate with work completion Certificate (WCC)/SAP service entry sheet duly certified by Chief Manager or above of MDL. The invoice shall be preferably submitted within four weeks of certification of Work Completion Certificate 'WCC'.
- (c) Certificate issued by MDL confirming that the work is completed in time and no penalty is applicable OR in case of delays, admissible amount of penalty will be specified by MDL in this certificate for reduction of equal amount from Contractor's invoice.
- (d) The vendors, whose aggregate turnover in any preceding financial year from FY 2017-18 onwards, exceeds INR 5 crore as per GST Act or as applicable from time to time, will have to issue an e-Invoice with a Quick Response (QR) code and Invoice Registration No. (IRN). It is important to note that MDL will not be entitled for Input Tax Credit (ITC)/GST on a vendor Invoice which is not compliant with the above e-Invoice notification. 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 INR 5 crore as per GST Act".
- (e) NO Advance payment for this tender.
- (f) Set of Original + 2 Copies of signed Tax Invoice to be submitted to Receipts Sections along with Work completion certificate (i. e. Service Entry through SAP system) certified by CM or above rank officer of MDL user department.
- (g) Alternate MSME vendor payment through TReDS:



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- (h) 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.
- (i) MDL is registered on the "Invoice mart" TReDS platform and M1xchange of M/s Mynd Solutions Pvt Ltd.
- (j) MSME bidders desirous to receive payments through TReDS platform may avail the facility if they are already registered on
- (k) "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.
- (l) "M1xchange" TReDS platform or by registering on it.
- (m) Contact details at "M1xchange" TReDS platform are as below:
+91 9920455374 Ms Ashwathi Jayandran. email id
ashwathi.jayandran@m1xchange.com
+91 8839915724 Ms. Priyanka Shah.
email id prinyaka.shah@m1xchange.com

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

17. PERFORMANCE SECURITY (PBG CUM SECURITY DEPOSIT):

- (a) Performance Security for an amount equal to 5% of the order value (excluding taxes, duties) payable in Indian Rupees shall be submitted within 25 days of the award of contract and the same should remain valid for a period of 60 (sixty) days beyond the date of Purchase Order & warranty period whichever is later.
- (b) Performance security may be furnished in the form of NEFT / Demand Draft / Pay order / Insurance Surety Bond (ISB)/ e-Bank Guarantee/ or Structural Financial Messaging System Bank Guarantee (SFMS BG) in favour of Mazagon Dock Shipbuilders Limited, Mumbai from the list of Banks approved by SBI / Canara Bank published on MDL website.
 - i. Mandatory requirement: Whenever a bidder submits SFMF BG, the bidder will mandatorily be required to submit letter from issuing bank that it is unable to issue NeSL (National e-Governance Service Ltd) based e-BG as on date. Such letter should accompany the SFMS BG.
 - ii. IFSC Code: While submitting the Structural Financial Messaging System Bank Guarantee (SFMS BG). IFSC: ICIC0000393 shall be used.
 - ii. Authenticity of SFMS BG: Bidder shall get SFMS BG issued from SFMS enabled Bank as allowed by MDL in tender conditions. Bank shall issue the Bank Guarantee through SFMS system and send SFMS message to MDL's Bank confirming the authenticity of Bank Guarantee. Bidder will be required to submit SFMS BG towards performance Bond along with SFMS delivery report/message copy which has been transmitted to MDL's bank by BG issuing bank through SFMS system.
 - iii. Stamp Paper / Franking Receipt: The SFMS BG will have to be given on non-judicial stamp paper/ with franking receipt e-stamping as per stamp duty applicable at the place from where the bid has emanated. The non-judicial stamp paper/ franking receipt e-stamping should be either in the name of the issuing bank or the bidder.
 - iv. Receipt of SFMS BG: The Original SFMS BG in physical form towards Bid security/Performance Warranty security (along with SFMS delivery report / message copy which has been transmitted by issuing bank through SFMS system to beneficiary's i.e MDL's Bank) should reach to the designated MDL office on or before due date.
 - vi. Mandatory Requisite Information: SFMS BG will not be acceptable unless details of the same is transmitted to the MDL's Bank through SFMS platform. Its bidder's responsibility to ensure that BG issuing bank send the BG advice correctly in the form of message format 760 COV vis SFMS (Structured Financial Messaging System) as provided by RBI while capturing all requisite fields including Beneficiary Account Name, Bank Name. Bank Account Number, IFSC Code etc.



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- vii. Non-Acceptance of BG: In case of any error by the Bidder/contractor or BG issuing Bank while capturing the requisite field details / format or non-receipt of confirmation of BG through SFMS 760COV message format, the bidder/contractor shall be responsible for non-acceptance of the SFMS Bank Guarantee.
- viii. Amendment in BG: For any amendment of SFMS BG, message 767COV through SFMS should be used.
- (c) Bank Guarantee shall be submitted in e-BG mode ONLY.
- (d) PS can also be remitted online through MDL website: <https://www.mazagondock.in/OnlinePayment.aspx>. Or one can find Online payment tab on MDL website home page.
- (e) 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. The duly filled & signed copy of annexure is to be submitted to respective dealing commercial executives.
- (f) In cases where the supplier / contractor does not submit the PS but commences supply / services, interest will be recovered for the delayed period of submission of PS at the rate of SBI BPLR plus 2%.
- (g) The performance security will be forfeited and credited to MDL's account in the event of a breach of contract by the contractor. It will be refunded to the contractor without interest, after he duly performs and completes the contract in all respects but not later than 60(sixty) days of completion of all such obligations including the warranty under the contract.
- (h) No exemption can be granted to any unit including MSME, SSI units and MDL Registered Supplier.
- (i) In case of failure to submit performance security deposit by the supplier within 25 days of transmission / notification of order by any mode, the EMD will be forfeited (if available) and MDL reserves the right to cancel the order and invoke the risk purchase clause.

18. PARALLEL ORDER: Not applicable.

19. WORK DONE CERTIFICATE:

- a) WDC shall be prepared by the contractor for the completed activities and shall be certified by the concerned User Dept. (not below the rank of Chief Manager). Payment shall be as per the quantities certified in WDC. User department shall release the work completion certificate within 3 days after the completion of work by contractor after each event.
- b) The WDC must clearly mention the scheduled dates for starting & completion/delivery of the jobs as mutually agreed between OIC MDL & contractor and the actual dates of start & completion.
- c) 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.

20. LIQUIDATED DAMAGES: Time is an essence of the contract. On award of the contract, the firm has to mobilize workforce and resources within 15 days from the confirmed order, subject to mutual agreement. Therefore, the job, as ordered should be completed on the dates mutually agreed upon in accordance with the delivery schedule. In cases of delay not attributable to the purchaser beyond the agreed schedule, you shall pay liquidated damages, a sum representing 0.5% per week or part thereof subject to maximum of 5% of the final order/contract value.

21. GUARANTEE/WARRANTEE: Not applicable.

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

23. PURCHASE PREFERENCE TO MAKE IN INDIA: The Government of India has issued revised Public Procurement (Preference to Make in India) order 2017 on 19 Jul 2024 as part of its policy to encourage "Make in India" and promote manufacturing and production of goods and services in India with a view to enhancing income and employment. Subject to the provisions of this order and to any specific instructions



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issued by Nodal Ministry or in pursuance of this order, Purchase Preference shall be given to local suppliers in all the procurements undertaken by MDL in the manner specified below:

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

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

Explanatory notes for calculation of local content given above

- (a) Imported items sourced locally from resellers / distributors shall be excluded from calculation of local content.
- (b) The license fees / royalties paid / technical charges paid out of India shall be excluded from local content calculation.
- (c) Procurement / Supply of repackaged / refurbished / rebranded imported products as understood commonly shall be treated as reselling of imported products and shall be excluded from calculation of local content. The definition of repackaged / refurbished / rebranded imported products is as follows;

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

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

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

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

Note:

- (i) The local content can be increased by vendors through partnerships, cooperation with local companies, establishing production units in India or Joint Ventures (JV) with Indian suppliers, increasing the participation of local employees in services and training them.
- (ii) Bidders offering imported products will fall under the category on Non-local suppliers and they cannot claim themselves as Class-I local suppliers / Class-II local suppliers by claiming the services such as transportation, insurance, installation, commissioning, training and after sales service support like AMC / CMC, etc. as local value addition. Hence, bidders offering imported products will be treated as Non-local suppliers. This shall be included in tender for information and clarity to bidders.
- (f) **"Class-I Local Supplier"** means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for "Class-I local supplier" under this order
- (g) **"Class-II Local Supplier"** means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for "Class-II local supplier" but less than that prescribed for "Class-I local supplier" under this order.
- (h) **"Non-Local Supplier"** means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than that prescribed for "Class-II local supplier" under this order.



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- (i) “L1” means the lowest tender or lowest bid or lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.
- (j) “Margin of Purchase Preference” means the maximum extent to which the price quoted by a “Class-I Local Supplier” may be above the L1 for the purpose of purchase preference. The margin of purchase preference for the present tender is 20%.

Note:

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

- (k) “Nodal Ministry” means the Ministry or Department identified pursuant to the said Order in respect of a particular item of goods or services or works.
- (l) “Procuring entity” means a Ministry or department or attached or subordinate office of or autonomous body controlled by, the Government of India and includes Government companies as defined in the Companies Act

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

- (m) “Works” means all works as per Rule 130 of GFR-2017 and will also include “turnkey works”, Engineering, Procurement and Construction (EPC) contracts.
- (n) “Services” includes System Integrator (SI) contracts among other services.
- (o) Special treatment for items covered under PLI Scheme The manufacturers manufacturing an item under PLI scheme shall be treated as deemed Class II local supplier for that item unless they have minimum local content equal to or higher than that notified for Class-I local supplier for that item, provided the manufacturer has received incentive from the concerned PLI Ministry for the item. The above shall be applicable for the specific time period only, as notified by concerned PLI Ministry.

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

23.3 Purchase Preference (PP):

- i) Purchase preference shall be given to only “Class-I Local Supplier” (Class II Local Supplier are not eligible for purchase preference) in procurements undertaken in the manner specified in the succeeding sub-paras:
- ii) The Class-I local suppliers, under PPP-MII Order, participating in any government tender, may or may not be MSEs, as defined under the MSME Act. Similarly, MSEs participating in any government tender, may or may not be Class-I local suppliers. Suppliers may be categorized in following four broad categories for consideration or applicability of purchase preference:

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

- iii) In the procurement of goods, services which are covered by para above and which are not divisible in nature, and in procurement of services where the bid is evaluated on price alone (Items covered under Para 3A(c) of PPP-MII Order, 2017) and both MSEs as well as Class-I local suppliers are eligible for purchase preference Purchase preference shall be accorded as under:
 - i) L-1 is "MSE Class-I local supplier": Contract shall be awarded to L-1.
 - ii) L-1 is not "MSE Class-I local supplier" but the "MSE Class-I local supplier" falls within 15% margin of purchase preference. Purchase preference shall be given to lowest quoting "MSE Class-I local supplier". If lowest quoting "MSE Class-I local supplier" does not accept the L-1 rates, the next higher "MSE Class-I local supplier" falling within 15% margin of purchase preference is to be given purchase preference and so on. If all "MSE Class-I local supplier" do not accept L-1 rates, then relevant Para shall be followed.



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- iii) If conditions mentioned in sub paras above are not met i.e., L1 is not "MSE Class-I local supplier" and "MSE Class-I local supplier" is not eligible to take benefit of purchase preference as per PPP-MSE Order or all "MSE Class-I local supplier" do not accept L-1 rates, the contract is to be awarded / purchase preference to be given in different possible scenarios as under:
 - a) L-1 is "MSE but non-Class-I local supplier" or "Non-MSE but Class-I local supplier": Contract be awarded to L-1.
 - b) L-1 is "Non-MSE non-Class-I local supplier": Firstly, purchase preference shall be given to eligible MSE as per PPP-MSE Order. If MSEs not eligible or does not accept then purchase preference to be given to eligible Class- I Local supplier as per PPP-MII Order. If Class-I Local supplier is also not eligible or does not accept then contract be awarded to L-1.
- iv) Non-local suppliers, including MSEs falling in the category of Non-local suppliers, shall be eligible to bid only against Global Tender Enquiry..

23.4 Minimum Local Content:

- (i) The 'local content' requirement to categorize a supplier as 'Class-I local supplier' is minimum 50%. For 'Class-II local supplier', the 'local content' requirement is minimum 20%. However, Nodal Ministry / Department may prescribe only a higher percentage of minimum local content requirement to categorize a supplier as 'Class-I local supplier' / 'Class-II local supplier'. For the items, for which Nodal Ministry / Department has not prescribed higher minimum local content notification under the Order, it shall be 50% and 20% for 'Class-I local supplier' and 'Class-II local supplier' respectively.
- (ii) The Nodal Ministry may keep in view the domestic manufacturing / supply base and assess the available capacity and the extent of local competition while identifying items and prescribing the higher minimum local content or the manner of its calculation, with a view to avoiding cost increase from the operation of this Order.
- (iii) The Nodal Ministry may annually review the local content requirements with a view to increasing it, subject to availability of sufficient local competition with adequate quality.

23.5 Declaration/Verification of Local content:

- (i) Participating bidders to indicate the percentage of local content (i.e., value added in India) along with the details of location/s where the local value addition is made, in their bids, item wise or tender wise. The indicated local content percentage shall decide categorization of the vendors as "Class-I Local Supplier" / "Class-II Local Supplier" / "Non-local Supplier". All bidders should declare that the item and service offered meets the minimum local content & indicate its percentage in their offer which shall meet or excel required local content specified in tender. This declaration is necessary even if Custom Duty Exemption and / or ERV (if applicable) are not being sought. Certification as under is to be submitted mandatorily in technical Offer-Part-I bid.
- (ii) Self-certification by Chief Financial Officer or Other legally responsible person nominated in writing by the Chief Executive or Senior Member / Person with Management Responsibility of Corporation / Partnership / Individual. However, in cases of procurement for value in excess of Rs. 10 Crores, the bidders shall provide a certificate from statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of supplier other than companies) giving the percentage of local content.
- (iii) The bidders shall provide a self-certification for local content in the quoted item(goods/works/services) at the time of tendering. However, at the time of execution of the project, for all contracts above 10 crores, the contractor/supplier shall submit local content certification duly certified by cost/chartered in practice. For cases where it is not possible to provide certification by cost/chartered accountant at the time of execution of project, the supplier shall be permitted to provide the certificate for local content from cost/chartered accountant after completion of the contract, within limit acceptable to procuring entity (30 days of completion).In case the contractor/supplier does not meet the stipulated local content requirement and the category of the supplier changes from class I to class II/Non-local or from class II to non-local, a penalty of 10% of the contract shall be imposed which shall be withheld from the payment due to the bidder. However, contract once awarded shall not be terminated on this account. Further it must be informed to bidders that once the declaration /certification is committed at tender submission stage, the same cannot be altered subsequently at technical negotiation stage or after award of contract. Doing so would be treated / considered as false declaration by bidder and necessary action



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shall be initiated as per tender clause '**Debarment of bidders / suppliers**' of the said Order for debarment.

- (iv) Declared Local Content shall be the basis for categorization of the vendors and tender evaluation. However, MDL reserves the right to undertake detailed examination of declared local content and may call vendor to submit relevant documents.
- (v) In cases where MDL received the complaint from any vendor or person, along with the fees prescribed below, verification of Declared Local Content shall be carried out by seeking additional info as deemed necessary and the bidders (including unsuccessful bidders) against the tender shall be obliged to furnish the necessary documents. Failing to do so, the vendor may invite penal action as per the provisions of the Order. If MDL possess the capability, then it shall perform the verification. However, if in the opinion of MDL matter needs to be dealt at higher level, then the complaint shall be referred to Nodal Ministry and their fees / expenses / charges applicable as per the Nodal Ministry, if any, shall be borne by the complainant. MDL is authorized to prescribe fees for handling complaints under revised PPP MII 2017 Order. The fees for filing a complaint under the order shall be Rs. 10,000/- per case. The complaint shall be filed to the Chairman, Public Grievance Cell. The fee shall be deposited by complainant in MDL's Account by NEFT.
- (vi) On scrutiny of offer, if all the bidders participating in the tender happen to have either not submitted the declaration certificate or not declared / specified the local content percentage in the declaration certificate or specified local content lower than the minimum local content requirement as per the tender, the subject tender shall be cancelled & matter shall be taken up with Ministry, by the user department, as per the procedure indicated at above Purchase Preference Para or as amended by MoD / DPIIT / DoE.
- (vii) On opening of the price bids, if it is identified that there is difference in local content declaration made & local content percentage as per price quoted is now not meeting (i.e., lesser than) the specified tender requirement (i.e., only on the quoted price without any loading) then such bidder shall be disqualified and shall not be considered for ranking purpose. The bid would be treated / considered as given false declaration and necessary action for debarment shall be initiated.

23.6 PPP MSE Order 2012: Purchase Preference under PPP MSE Order 2012 shall prevail over Purchase preference under PPP MII Order 2017 and Purchase preference shall be accorded as per para 23.3 above.
Note: Traders/Distributors/Sole Agents/Works Contract are excluded from the purview of the policy.

23.7 Price negotiation & contract placement:

- (i) MDL has right to negotiate with L1 bidders on the quoted prices. However, it shall be ensured that Local Content percentage as declared by the vendor is maintained or increased but not reduced.
- (ii) After the contract is awarded and the supplies are completed, the supplier shall provide a "Local content certificate" (in the format provided at the time of PO placement) declaring the actual Local content percentage achieved while executing the contract. In case of failure to provide Local Content Certificate for the executed order within reasonable time, the issue be referred for debarment.

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

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

23.8 Debarment of bidders / suppliers:

- (i) False declaration will be in breach of Code of Integrity under Rule 175(1)(i)(h) of GFR 2017 for which a bidder or its successors can be debarred for up to 2 years as per Rule 151(iii) of GFR 2017 along with such other actions as may be permissible under law.
- (ii) A supplier who has been debarred by any procuring entity for violation of said Order shall not be eligible for preference under said Order for procurement by any other procuring entity for the duration of debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities, in such a manner that ongoing procurements are not disrupted.



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

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

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

1. Any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority. Further, any bidder (including bidder from India) having specified Transfer of Technology (TOT) arrangement with an entity from a country which shares a land border with India, shall also require to be registered with the same competent authority.
2. "Bidder" means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
3. "Bidder (or entity) from a country which shares a land border with India" for the purpose of this Order means: -
 - (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
4. The beneficial owner for the purpose of clause above will be as under:
 - 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 juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation—

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



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

25. CONFLICT OF INTEREST AMONG BIDDERS:

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

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

Note: The undertaking by the bidders for above para (Conflict of Interest among Bidders/ Agents) to be submitted along with Part-I bid.

26. INSPECTION: MDL Maintenance Dept. or their nominated MDL representative will assess the work from time to time. You shall carry out the work as per instruction of OIC (Maintenance) or designated Executive.

27. BOOK EXAMINATION CLAUSE: Not applicable to this tender.

28. OFFSET POLICY: Not applicable to this tender.

29. EXCHANGE RATE VARIATION (ERV): Not applicable to this tender.

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



ADDITIONAL SERVICE LEVEL AGREEMENT (ASLA)

GeM Bid No. GEM/2026/B/7796468 for Structural Stability Assessment, Operational Health Check-up, FEA Study and Residual Life Assessment of 300T Goliath Crane

- 31. HINDRANCE REGISTER:** All hindrances with date of occurrences and removal shall be noted in the Hindrance Register. The Hindrance Register shall be signed by the representatives of both MDL (CM or above) as well as Contractor. Executive in the rank of Chief Manager and above shall be the nodal executive of the User Department. The Hindrance register shall document the following aspects post placement of the PO/contract:
- (a) Reasons for the delay vis-à-vis the mutually agreed schedule (Hindrances) viz. Delay in MDL Inputs (Drawings/Material/Documents/Services/ Inspection call), Delay by TPI/Inspection Agency/Customer (Navy), Delay on account of specialist services, Non-performance by the contractor, Delinquency by the vendor, Force majeure, any other relevant reason.
 - (b) Source for the delay (Attributability) viz. Delinquent vendor, Contractor, MDL, TPI/Customer (Navy), Specialists, Inspection Agency like DQA(N) or equivalent, any other agency.
 - (c) All the hindrances with date of occurrence and removal are to be noted in the hindrance register. Hindrance register will be signed by both the parties i.e., User Department and Contractor. Executive in the rank of CM and above in case of MDL, the nodal executive of the User Department and Site-In-Charge of the supplier or their authorized signatories are only authorized to sign the hindrance register. In case of goods/supply orders, correspondence done with supplier/ customer shall be recorded by Commercial/Materials Department in the Hindrance Register.
 - (d) The contractor may also record their observations in the Hindrance register. Any objections raised by the contractor should be promptly attended to and resolved without any delay.
 - (e) In case the contractor has a different opinion for hindrance and a dispute arises, then the matter shall be referred to the next higher authority and the decision to be communicated within 15 days. The decision of the next higher authority in case of dispute in respect of hindrances during the course of executing an order/contract shall be final and binding on the contractor.
 - (f) In case MDL is unable to remove hindrance immediately, and if it is likely to take some time, the contractor shall be informed accordingly by the User. In such cases the contractor may reduce manpower deployed on the work. Under no circumstances, contractor should be paid for idle manpower.
- 32. 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).
- 33. BREACH OF OBLIGATION:** 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:
- (a) Bidder has withdrawn / modified / amended /impaired / derogated from the tender during the period of bid validity
 - (b) Bidder fails or refuses to execute the contract upon notification of acceptance of bid by the Purchaser during the period of bid validity.
- 34. CARTEL FORMATION/POOL RATES:** It is possible that sometimes a group of bidders quote the same rate against a tender. Such pool/cartel formation is against the basic principle of competitive bidding and defeats the very purpose of an open and competitive tendering system. Such and similar tactics to avoid/control true competition in a tender leading to "Appreciable Adverse Effect on Competition" (AAEC) have been declared as an offence under the Competition Act, 2002, as amended by the Competition (Amendment) Act, 2007. Such practices should be severely discouraged with strong measures. In case of evidence of cartel formation, detailed cost analysis may be done by associating experts if necessary. Besides, suitable administrative actions can be resorted to, such as rejecting the offers, reporting the matter to trade associations, the Competition Commission or NSIC, etc., and requesting them, inter-alia, to take suitable strong actions against such firms. Purchaser may also debar the tenderers indulging in cartel formation/collusive bidding/bid rigging for a period of two years from participation in the tenders of the Purchaser.
- 35. NON-DISCLOSURE AGREEMENT:** After placement of order/s, the successful bidder/s shall necessarily submit Non-Disclosure Agreement, as per format made available after placement of order. Purchase order/s will be issued to the successful bidder/s only after execution of Non-Disclosure Agreement
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(NDA). This Non-Disclosure Agreement to be executed on a non-judicial stamp paper of INR 500.00 The Specifications, drawings, work instructions and protocols such issued shall be on returnable basis, without reproduction/retention of the copies at the bidder's end. However, the successful Bidder/s (Contractor/s) would have to submit NDA as per the then prevailing format, at the time of order placement. The same would be made available at appropriate time.

36. The bidder shall also abide to all statutory requirements, Official Secret Act 1923 (extract provided at **Annexure-G**), Security and Safety Rules as per references, which are part of this tender. If contractors' employees are not adhering to the health, safety and environment norms and the contractors not equipping their employees with suitable safety gears, will be viewed seriously. For non-adherence to above will be levied as per extant guidelines of Security and Safety Rules prevailing time to time, to the contractor without prejudice to other rights to enforce the safety requirements.
37. The contract will be governed by General Conditions of the contract and ATC of GeM, while executing work. In case of discrepancy, clauses mentioned in Tender, Technical Scope and Rate sheet will override the clauses mentioned in other annexures including General Conditions of the contract and ATC of GeM.
38. Statutory Compliances while deploying Contract Employees in MDL Premises and its units is enclosed at **Annexure- T** and Safety instruction for Sub-Contractor is enclosed at **Annexure- U**.
39. **PUBLIC GRIEVANCE CELL:** A Public Grievance Cell headed by Shri R. R Kumar; ED(EY-PROD) has been set up in the Company. Members of public having complaints or grievances are advised to contact him on Wednesday between 10.00 hours and 12.30 hours in his office on 4th Floor, D2 Building, EY or send their complaints / grievances to him in writing for redressal. Contact Telephone No is 23763512.
40. **SITE VISIT:**
- Bidder shall, visit the actual site at MDL, for ascertaining the nature & entire scope of work, job requirement, technical specifications, tools & tackles and 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 condition etc.
 - All bidders are requested to get their queries, if any, clarified in advance to avoid last minute delay.** In case of any clarifications regarding tender, bidders are requested to contact the following executives.

Department	Name of Executives	Contact No	Email
Technical	Mr. Ravindra Gupta, DGM(SB-MTC)	022 2376 3156	rpgupta@mazdock.com
Commercial	Ms. Subhashini Kanwar, DM (Non-Project Commercial)	022-2376-3289	skanwar@mazdock.com

41. **RIGHT TO REJECT ANY OR ALL BIDS:** MDL reserves its right to accept or reject any or all Bids, abandon/ cancel the Tender process, and issue another tender for the same or similar Goods/Services at any time before the award of the contract. MDL also reserves the right to consider cancellation of the Tender/Order without assigning any reasons whatsoever. MDL reserves the right to consider placement of Order in part or in full against the tendered quantity and also to accept / reject any or all Offers in part / full without assigning any reasons whatsoever. In case of any dispute, MDL's decision in this matter shall be final and legally binding on the bidder. MDL also reserves the right to consider cancellation of the Tender without assigning any reasons whatsoever.
42. **CLAIMS BY FIRM:** No claims by the firms will be entertained after 03 years from date of execution/completion of order.
43. **CONTACTING MDL DURING THE EVALUATION:** From the time of bid submission to awarding the contract, no bidder shall contact MDL on any matter relating to the submitted bid. If a Bidder needs to contact MDL for any reason relating to this tender and/ or its bid, it should do so only in writing or electronically. Any effort by a Bidder to influence MDL during the processing of bids, evaluation, bid comparison or award decisions shall be construed as a violation of the Code of Integrity, and bid shall be



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liable to be rejected as nonresponsive in addition to other punitive actions for violation of Code of Integrity as per the Tender Document.

- 44. CORRIGENDUM TO TENDER DOCUMENT:** Before the deadline for submitting bids, MDL may update, amend, modify, or supplement the information, assessment or assumptions contained in the Tender Document by issuing a corrigendum. The corrigendum shall be published in the same manner as the original Tender Document. Without any liability or obligation, the Portal may send intimation of such corrigendum to bidders who have downloaded the document under their login. However, the bidders' responsibility is to check the website(s) for any corrigendum. Any corrigendum thus issued shall be considered a part of the Tender Document. To give reasonable time to the prospective bidders to take such corrigendum into account in preparing their bids, MDL may suitably extend the deadline for the bid submission, as necessary. After MDL makes such modifications, any Bidder who has submitted his bid in response to the original invitation shall have the opportunity to either withdraw his bid or re-submit his bid superseding the original bid within the extended time of submission.
- 45.** 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.
- 46.** In case of proper on-line filling of Acceptance Formats for Tender/SLA Acceptance Form and General Conditions of Contract (GCCs), it shall be presumed that all our tender terms & conditions are acceptable to you.

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 SHIPBUILDERS LIMITED,**

**Subhashini Kanwar
(Non-Project Outsourcing Department)**



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Annexures:

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

Annexure – A	Scope of Work (SoW)
Annexure – B	Illustrative Rate sheet format
Annexure – C	(Tender Enquiry Form) TEF Acceptance / SLA Acceptance Format
Annexure – D	General Conditions of the Contract (GCC) Acceptance Format
Annexure – E	Format for information of past orders
Annexure – F	MDL Bank account details for remittance of EMD/Performance Security
Annexure – G	Extract of Official Secret Act, 1923
Annexure – H	RTGS/ NEFT - Mandate Authorization Form
Annexure – I	Declaration Certificate for Local Content
Annexure – IA	Actual Local Content Certificate
Annexure – J	Declaration by bidder for Restrictions under rule 144(xi) of general financial rules GFRs, (2017)
Annexure – K	Declaration By Bidder Regarding Conflict of Interest
Annexure – L	Declaration in respect of debarment
Annexure – M	List of duly filled documents to be uploaded
Annexure – N	Proforma Bank Guarantee for Bid Bond / EMD
Annexure – O	Proforma of Unconditional and Irrevocable Insurance Surety Bond for Bid Bond/EMD (Illustrative Format)
Annexure – P	Proforma Bank Guarantee for Performance Security (Illustrative Format)
Annexure – Q	Proforma of Unconditional and Irrevocable Insurance Surety Bond for Performance Security (Illustrative Format)
Annexure – R	Non-Disclosure Agreement
Annexure – S	General Conditions of Contract (GCC) for Goods and Services
Annexure – T	Statutory Compliance while engaging sub-contract employees / outsourced manpower at MDL and its unit
Annexure – U	Safety Instruction for Sub-Contractors

SCOPE OF WORK FOR ENTIRE STRUCTURAL STABILITY ASSESSMENT WITH OPERATIONAL HEALTH CHECK UP, FEA STUDY AND RESIDUAL LIFE ASSESSMENT OF 300 TON GOLIATH CRANE

A. Introduction: 300-ton goliath crane was commissioned and handed over to SB-MTC by MMP dept in the year 2013. The crane was designed by M/s Kone cranes, Finland and subsequently fabricated and erected by M/s McNally Bharat Engineering Co Ltd.

Crane Specifications:

Span = 138m

Height = 65m / 85m

Load capacity = 300T

Mfg. - McNally Bharat Engg Ltd

B. Brief scope of work:

1. Review of existing drawings, available information, previous certificate, etc.
2. Provision of suitable safe rope access methods for external inspection by the IRATA certified rope access technicians and suitable safe access plan to carry out the subject NDT and structural stability assessment and operational health checkup as per SOW of the subject crane
3. Visual inspection thoroughly of all structures, drives switches, etc.
4. Performing of NDT to all affected areas - Ultrasonic thickness gauging, DPT, MPT, hardness testing, dimensional checking and verification, checking of rail alignment, vibration measurement, noise measurement, temperature measurement (thermography), oil analysis.
5. Witnessing of crane functional check – Encoders – long travel, hoisting drive, End travel limit switches – Long travel / trolley travel, overload protection, parking devices, emergency warning lights, wire ropes switches, brakes switches.
6. Operational performance check – load check, no load check as per rated capacity.
7. Inspection of mechanical, electrical control systems.
8. Deflection & strain measurement using strain gauges.
9. Preparation and generation of 3D model using 3D laser scanning.
10. Structure stability checks by 3D model for level 3 FFS and FEA analysis and FEM analysis.
11. RLA / service fitness calculations based on actual loading cycles.
12. Final FFS reporting with recommendation & conclusion.

The above activities include reporting to OIC SB-MTC, SY & concerned designated executive, contacting responsible operating / maintenance personnel and execution of condition monitoring and NDT inspections in close liaison with concerned parties.



C. Coverage area:

Sections offered for full structural inspection of crane 100%, but not limited to below:

a. Main Girder:

- i. All inner & outer welding joints (web, bottom, top).
- ii. All equipment bases.
- iii. All rail alignment, welding and checking of sections.
- iv. All secondary structures.

b. Fixed Leg:

- i. All inner & outer welding joints,
- ii. All equipment bases.
- iii. All secondary structures.
- iv. Leg and Girder joint bolts.
- iv. Torque tightening of bolts

c. Hinged Leg:

- i. All inner & outer welding joints,
- ii. All equipment bases.
- iii. All secondary structures.

d. Bogies:

- i. All Welding joints,
- ii. All equipment bases.
- iii. Alignment of gantry Rail.
- iv. Checking of bolt.
- v. Torque tightening of bolts
- vi. Checking of thickness of flanges of wheels

e. Service Cranes:

- i. All inner & outer welding joints (web, bottom, top).
- ii. All equipment bases.
- iii. All secondary structures.
- iv. Checking of Slew bearing bolts.
- v. Torque tightening of bolts.



f. Upper Trolley:

- i. All welding joints (inner & outer).
- ii. All Load carrying girts.
- iii. All equipment bases.
- iv. Wire ropes (approx. length 1600 m),
- v. Rail alignment checking (approx. length 275 m).
- vi. All secondary structures.
- vii. Checking of thickness of flanges of wheels

g. Lower Trolley:

- i. All welding joints (inner & outer).
- ii. All Load carrying girts
- iii. All equipment bases
- iv. Wire ropes (approx. length 830 m),
- v. Rail alignment checking (approx. length 275 m).
- vi. All secondary structures.
- vii. Checking of thickness of flanges of wheels

h. Operator cabin:

- i. All inner and outer welding joints
- ii. All equipment bases
- iii. All secondary structures
- iv. Torque tightening of bolts

i. Rails:

- ii. Trolley Rails. (approx. length 570 m)
- iii. Gantry Rails (approx. length 250 m)

j. Wire ropes:

- i. Upper trolley Wire ropes (approx. length 1600 m),
- ii. Lower trolley Wire ropes (approx. length 830 m),

D. Technical Prequalification criteria (TPQC):

Technical Prequalification Criteria (TPQC) for the above subject service item are as follows:

- i. The Bidder should have certification as inspection body Type A, schedule 1 accreditation for IAF Scope 17, 18 in accordance with NABCB (ISO/IEC 17020-2012). The bidder has to submit relevant valid certificate copy along with tender documents.
- ii. Bidder's experience of having executed/completed similar services during last 7 years ending till the original tender closing date of operational



health assessment (including 3D scan & Finite Element Analysis (FEA study)) of the crane of similar capacity.

- iii. The Bidder must submit following document for proof along with tender:
a) Work order copy, b) Work Completion Report.
- iv. The Bidder must have ISO 45001 certification; The bidder has to submit relevant valid certificate copy along with tender documents.
- v. Similar works Definition:

The similar work includes bidders work completion certificate of relevant purchase order copy of Work Experience of operational health assessment (including 3D scan & Finite Element Analysis (FEA study)) of Goliath crane/ gantry crane / Ship Portal cranes/ Electrically driven Level Luffing / Wharf /portal Jib cranes and the bidder should have at least one purchase order of similar work on Goliath crane/ gantry crane / Ship Portal cranes/ Electrically driven Level Luffing / Wharf /portal Jib cranes of capacity more than 200 tons and height above 50 meters from any company/ Organization.

E. Detailed Scope of work:

1. Visual inspection:

- a. Thorough Examination of Structures
- b. Thorough Examination of Drives
- c. Thorough Examination of Switches
- d. Previous certificate / Documents review. (Design Review Not Inclusive)
Details about examination of Structure:
 - The rail will be inspected & verified for any cracks, distortion, excessive wear or any physical damage (Levelling & straightness check of rails is not included),
 - Wheels for any Proper mounting, cracks, distortion, excessive wear or any physical damage will be inspected & verified,
 - Bogies for proper mounting, cracks, distortion, excessive wear or any physical damage will be inspected & verified,
 - Main structure will be inspected & verified for any cracks, distortion, excessive wear or any physical damage,
 - All braces / Tie Rods (Forestay), Members will be inspected & verified for any cracks, distortion, excessive wear or any physical damage
 - All drive components will be checked for any leaks in Gear Boxes, Proper mounting, cracks, distortion, excessive wear or any physical damage will be inspected & verified



- Trolley structure will be checked for wear damage • Hoist winch in the machine will be inspected & verified for proper mounting, cracks, distortion, excessive wear or any physical damage, proper spooling of the wire rope & functionality will be checked,
- Wire rope: Visual testing technique will be employed for checking of wire rope. Wire rope arrangement will be check for any anomalies.
- The Machine house & operator cabin will be inspected & verified for any cracks, distortion, excessive wear or any physical damage,
- Cable and hose reels will be checked Proper mounting, cracks, distortion, excessive wear or any physical damage & function test will be done.
- Covers of rotating equipment, Buffers, limit switches, Fire extinguishers,
- Walkways, railings, Ladders and Service platforms.
- Main Hoist & Aux Hoist Hooks, pulleys, rope anchoring, fastening, locking arrangement, deformations and wear & tear measurement as well as surface crack detection testing will be carried out.
- Structural inspection of external area of crane shall be carried out by using rope access system for safety and speedy procedure with minimal impact on other operations and nearby area.
- All employees who will be engaged in particular job (rope access system) are required to carry out full structural inspection of crane shall be in the scope of the contractor.
- All safety and security procedures of MDL shall be followed by the contractor personnel.
- Visual inspection of electrical systems (Cubicles, key limit switches, safety devices etc.) and investigation for skew problem (if any)
- Insulation tests (Megger) of main electrical motors
- Electrical and mechanical/ structural inspection can be done at the same-time.
- The inspection is to be carried out by qualified inspectors/ professionals

2. **NDT & Functional check**

The NDT inspection& functional check to be carried out by qualified inspectors/ professionals as per relevant suitable standards and acceptance criteria for the application.

Following NDT test are carried out depending upon requirement & application:

1. Ultrasonic thickness gauging and fault detection
2. Dye penetrant testing and Magnetic particle test
3. Hardness testing
4. Dimensional checking
5. Rail alignment measurement
6. Vibration measurement
7. Noise measurement
8. Temperature measurement
9. Oil analysis



Assembly wise following NDT testing test are performed on structures -

NDT Testing Test details					
SN	Structure	Ultrasonic thickness	Hardness testing	MPT	UFD
1	Main Girder (inside & outside)	100%	100%	25%	25%
2	Slew area on hinged leg	100%	100%	25%	25%
3	Fixed leg (inside & outside)	100%	100%	25%	25%
4	Hinged leg (inside & outside)	100%	100%	25%	25%
5	Hooks H1, H2, H3, H4, service crane hook	100%	100%	25%	25%
6	Upper trolley cross travel rails	25%	100%	25%	25%
7	Lower trolley cross travel rails	25%	100%	25%	25%
8	Upper trolley structure	25%	25%	25%	25%
9	Lower trolley structure	25%	25%	25%	25%
10	Service crane structure	25%	25%	25%	25%
11	operator cabin structure	25%	25%	25%	25%
12	Long travel bogies wheel and structure	25%	25%	25%	25%
13	Connecting pins	25%	25%	25%	25%
14	Wire rope drum, flange & bearings	25%	25%	25%	25%
15	Storm safety devices on both hinged and fixed leg.	25%	25%	25%	25%

Apart from above any other critical joint identified in Visual Inspections shall be inspected appropriately.

Other checks done

- Dimensional checking by suitable surveying equipment or total station equipment
- Vibration measurement Vibration measurement for Foundations, Main Structural part, Gear boxes, Motors, Base frame
- Noise measurement Noise measurement for All drives, In operator cabin, In E-house / Operator cabin
- Oil analysis Oil analysis is carried out for all drive gearboxes
- Temperature measurement for All drive gearbox, All drive motors, Electrical panels



- Alignment checks - Rail alignment measurement is checked by theodolite to check condition at site and same will be compared with standard.

- Thermal imaging of electrical panels at least 50% of rated load or higher, (if possible), this excludes detail checking of circuits.

3. Functional and Operational checking

Field instrument functioning:

Thorough check Safety Devices include condition survey.

Following switches functioning is checked.

- Encoders – Long travel
- Encoders – Hoisting drive
- End travel limit switches – Long travel
- End travel limit switches – Trolley travel
- Overload protection
- Parking devices,
- Emergency
- Warning lights
- Wire ropes switches
- Brakes switches

Operational check

Crane operational check is done under following operating conditions

1. No load check
2. Load check

a. No load check

In no load check following points are checked

- Visual examination and functioning of components used in the following drives
 - Long travel drive
 - Trolley travel drive
 - Hoisting drive
 - Other aux drives
- Visual examination of the wheels running conditions on the rail (oscillation and alignment).
- Check the functional conditions all limit switches
- Visual examination of the motion parts to check for any interference.



- Check the mechanical / electrical components for any abnormal noise during the testing.

- Check the functional conditions of the controller.

- Check motions speed controlling conditions.

b. Load run check

In Load check following points are checked

- Visual examination and functioning of components used in the following drives

- Long travel drive

- Trolley travel drive

- Hoisting drive –

Other aux drives

- Performance conditions of all drives by testing with the rated capacity

- Visual examination of the structure (including its welds) load path member and FCM (Fracture Critical Member) conditions at the loaded condition

- Spot check the Main structure against existing "Report of Examination".

- Check Brake's performance at the rated running condition

- Check if the mechanism is free of oil leakage at the rated running condition.

- Check for abnormal noise in Reducer's at the rated running condition.

- Check if Motor's noise and temperature rise is abnormal at the rated running condition.

- Spot check if Power cable temperature rise is abnormal at the rated running condition.

- Check if there is electrical over-current phenomenon at the rated running condition.

- Check if the load indicator, over-load protector is equipped. (Calibration is not inclusive).

Mechanical Systems Inspection:

- Check all drive system if there is any abnormal when running.

- Check the lubrication conditions of lubricating points.

- Check the mechanical components wear conditions (Brake, Gear, Wheel).

- Identify any oil leakage trails on the machine.

- Check the mechanical bolting condition

- Check the mechanical components to identify if there is any damage or Components missing.

- Check the safety guard equipment for mechanical motion parts.

- Report on Findings.



Bolted and Welded connections:

For each joint, the visual inspection will include the following checks:

- The bolts and / or nuts are tight as per suitable standard. All bolted joints in the structure will be checked and tightened to the required torque by means of hydraulic/ manual torque wrench
- Any locking devices that prevent the bolts and / or nuts from coming loose are fitted correctly.
- Alignment checking of Rails i.e. Upper Trolley, Lower Trolley and Gantry rail alignments will be checked.
- Evidence of relative movement between the joint faces.

Note: If a bolted joint fails in any of these checks, all bolts and /nuts in the joint shall be tightened to the required level using the correct procedure and the locking devices shall be fitted. If there is any doubt that a bolt is seized or thread-bound and hence is not applying the force to the joint, the bolt shall be recommended to be replaced.

Electrical control condition survey:

- Check the electrical key components general conditions on the machine (motor, cable, panels, limit switch, E-stop, warning devices, power collector, circuit breakers, contactors etc.)
- Check the key electrical component for damaged or missing.
- Check the Electric cable glands conditions.
- Check the Normal & Emergency Lights fixtures & general conditions.
- Check the Cables and Cable fixture terminal conditions.
- Check the earthing cable conditions.
- Check the Electrical condition program.
- Check the Control panels for Hoist, Trolley, Gantry systems.
- Check the LV/MV distribution panels and auxiliaries.
- Check the Motors for Hoist, Trolley, Gantry systems.
- Check the Overload system devices.
- Check Electrical Panels & Motors.
- Check Electric cable identifications.
- Check for wear and tear of cables, loose connection and corrosion of panels.
- Report on Findings and Assessment

4. Finite Element Analysis (FEA)/ Residual life assessment (RLA) :

This will consist of:

- **Deflection and Stain measurement**



Deflection and strains are measured at Load conditions for Main girder. Checking deflection and strain of main girder during load under below working conditions.

- Trolley at LH side
- Trolley at middle Trolley
- Trolley at RH side

Results of Deflection and strains are checked and compared with Finite element methods (FEM) results

3D model generation for Analysis:

- 3D CAD model will be as per the available 2D drawings provided.
- Actual thickness will be modelled for the analysis as per the availability.
- 3D Model simplification - 3D model will consist of Main structural part of the machine
- FEA analysis to be carried out for the details/ available drawings provided.
- FEA Analysis will be carried out as per design specification or as per the relevant codes i.e. I.S. 5049
- All loads and load cases are to be considered for FEA analysis

- **RLA calculations**

Remaining life based on FEM outputs Accuracy of RLA calculations depends upon actual loading cycles shared by clients.

5. Recommendation & Conclusion

In report of Structural assessment of Cranes, service provider will give list of findings, recommendations and conclusion.

6. Deliverables

The Firm will issue the assessment report which shall include the following reports

- Visual Inspection reports
- Photographs
- NDT reports
- Vibration & noise Analysis reports
- Thermography report
- Load testing reports
- FEM report
- Residual life
- Conclusions
- Recommendations

Reports to be issued in PDF form (Soft Copies) with Company Seal & with Authorized Signature along with two sets of hard copies.

7. MDL's scope

- Available drawings and technical data/ details will be provided as required for subject work.
- Previous inspection report of the Machines.
- Available details of the machine and its associated components if any.
- Failure history if any



- Crane facility for lifting and shifting of heavy material weighing more than 40 Kg. Transportation of material and test loads/ weights required for performing the subject assessment as per SOW.
- The Crane Operative assistance for operation of the crane for performing subject inspection as per SOW.
- The minor nature of defects observed during inspection and operational health check up on the crane can be rectified by MDL maintenance operatives on spot/ within three working days (if possible)/ prior to finalization of the inspection report. The firm has to finalise the assessment report accordingly.
- Necessary staging material and scaffolding for Staging above 10 ft inside the Machinery house of the crane will be provided by MDL.
- Electrical power will be provided at DB at one point. The contractor may arrange their own DB for distribution for operation of portable tools and equipment.

8. Contractor's scope of work:

- **Duties:** Contractor will make arrangement of suitable engineers, trained professionals, labours, materials, equipment and safety equipment for entire inspection and testing including for surface preparation for NDT inspections, rust prevention coating (if any) on the exposed surfaces, opening of machine cover, disassemble and assemble of components for performing relevant inspection on the machine/ components etc.
- The inspection work shall be performed in accordance with generally accepted industry standards, practices and principles applicable to the work. Contractor will supervise and direct the work and shall be solely responsible for and in control of the means, methods, procedures, techniques, and sequences of doing the work.
- **Supervision:** Contractor/ qualified inspectors /professional will supervise, inspect and execute the work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the work in accordance as per requirements. We will provide competent, qualified personnel to complete the work as required.
- **Schedule:** Estimated work completion period is 60 days from the confirmed order. Estimated time is calculated considering crane availability, normal weather, acceptable wind flow, however any kind abnormal condition due to nature or non-availability of crane will not be considered for this timeframe. Contractor will co-ordinate with MDL's representative to check availability of crane (and permission to work) for deputation of manpower for inspections, to match mutually agreed schedule.

Contractor will submit mutually agreed schedule in consultation with MDL designated concerned Executive of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests. Contractor will provide MDL with results of all testing and inspections.



- **Delivery of materials:** Contractor personnel should be equipped with all required tools, tackles and instruments required for inspections, with suitable calibration certificates. will be responsible for supplying of all types of materials required for this inspection and testing as per work details and will submit test certificates for equipment before starting of work.
- **Safety and Protection:** Contractor will be responsible for initiating, maintaining, and supervising safety precautions in connection with the work. Contractor will take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to
 - a. All persons on the site or who may be affected by the work and
 - b. All the work and materials and equipment to be incorporated therein, whether in storage on or off the site.
 - c. All material and safety equipment like safety net, safety belt etc. are in the scope of the contractor.
 - d. The contractor has to take all necessary permissions for working at height from Safety Dept of MDL prior to work.
 - e. The contractor and his workers should have sufficient experience in working at height.
 - f. The contractor should not deploy sick, heart patient, high BP patients and height phobia persons on the job.
 - g. The contractor has to follow all safety procedures of MDL
 - h. Police verification/ clearance and requisites as required by MDL's CSO for the purpose of issuing security passes for workman and other personnel shall be arranged by the contractor.
- **Arrangement of Equipment /tools as below but not limited to:**
 - a) Rope Access Equipment, suitable access platforms
 - b) Safety Equipment
 - c) Cleaning Tools
 - d) Suitable NDT Equipment, tools and consumables required for subject inspection as per SOW.
 - e) FEA study system including 3 D scanning devices
 - f) Suitable Bolt Tensioning Torque Wrench/ devices
- **Records:** Contractor will maintain all records, documents, photographs, notes, information related to performance of the Work in accordance with generally accepted practices and shall provide MDL access to such information if requested.



- **Exclusions:** Any kind of rectification, modification, replacement, supply of materials related to rectification, bolts, and nuts, washers, paints, etc. are not in Contractor's scope.
- 9. **Schedule:** Estimated work completion period is 60 days from the confirmed order. Estimated time is calculated considering crane availability, normal weather, acceptable wind flow, however any kind abnormal condition due to nature or non-availability of crane will not be considered for this timeframe.
The Contractor will submit mutually agreed schedule in consultation with MDL designated concerned Executive for readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests. Contractor will provide MDL with results of all testing and inspections.

Considering the above constraints, validity period of the contract may be considered for 120 days from the PO date.

10. **Liquidated damage:** - Time is the essence of the contract. On award of the contract, the firm has to mobilise workforce and resources within 15 days from the confirmed order, subject to mutual agreement. Therefore, the job, as ordered should be completed on the dates mutually agreed upon in accordance with the delivery schedule. In cases of delay not attributable to the purchaser beyond the agreed schedule, you shall pay liquidated damages, a sum representing 0.5 % per week or part there off subject to maximum of 5% of the final order/ contract value.
11. **Inspection and certifications:** MDL SB-Maintenance Dept or their nominated MDL representative will assess the work from time to time. You shall carry out the work as per instruction of OIC(SB-MTC) or designated Executive.
Work completion: On completion of work, the contractor shall raise the WDC for completed activities along with all relevant inspection reports and recommendations. Work completion certificate/ SAP service entry sheet shall be issued by MDL as applicable by OIC(SB-MTC) / designated maintenance Executive not below the rank of Chief Manager to the contractor for further invoicing.
12. **Terms and Conditions:**
 - The firm's representative may visit the site for assessment of work by their own prior to quote (if required). The firm have to confirm in the offer bid that they have understood the scope of work and their offer bid is inconsideration of details of scope of work.
 - All employees who will be engaged in particular job (including NDT, rope access system, operational health checkup, 3 D scanning, FEA and RLA study, reporting etc.) are required to carry out full structural inspection and health checkup of crane shall be in the scope of the contractor.
 - Contractor shall keep the MDL informed regarding the progress of the work throughout the entire contract period. Contractor shall submit weekly progress report respectively.



- All safety and security procedures of MDL shall be followed by the contractor personnel. Safety gears i.e. Personnel Protective Equipment for Contractor's workmen while working at MDL work site. Without PPE's workmen will not be allowed to work.
- MDL operatives will provide assistance for on spot fixing of minor defects observed, during inspection, assessment as per SOW & operational health checkup of the crane.
- Post completion of the subject inspection and assessment as per scope of work, 3 sets of reports in hard binding will have to be submitted by the contractor within 15 days.
- **External** Inspections work shall be carried out in daylight hours on working days only. The work is to be carried out during normal yard working days i.e. Monday to Friday between 07:30 hrs to 19:00 hrs as and when crane is released for required for subject inspections and assessment. In the event the contractor desires / is required to work on Saturdays / Sundays / MDL Yard Holidays and beyond working hrs, beyond midnight the prior approval should be obtained from MDL well in advance. If required contractor has to work round the clock to complete the work on urgent basis. Any overtime / extra charges will not be paid by MDL.
- All the relevant resources for subject scope of work, i.e., requisite manpower, access equipment/ man lifter / access platforms, surface preparation for NDT, cleaning equipment, tools, application of red oxide on exposed surface due to cleaning, rope access system, bolt tightening torque wrenches, PPE shall be in the scope of the contractor.
- In the event of inspection assessment of particular area / crane is required to be completed by a stipulated date, the contractor may work during all the three shifts and between lunch/ dinner breaks of MDL and also during change of shift, sometimes on Sunday and public holiday so as to finish the inspection /assessment work in time at no extra cost to MDL. The necessary permission for working may be obtained well in advance as per MDL procedure.
- On completion work in any location of crane, Contractor shall ensure that the place is left in reasonably clean state by removing all material and the scrap is shifted to designated places. Cleaning must be done on daily basis.
- The contractor has to erect the staging up to 10 ft. The contractor should remove staging and clear the space after completion of work.
- Any facility required directly or indirectly for carrying out the job, if not mentioned in MDL scope, has to be arranged by the Contractor.
- Security clearance, PVC for entry passes at his own cost of all the contractor's personnel who will be working in the MDL for this contract at his cost has to be arranged by the contractor MDL.
- The contractor has to take all necessary permissions for working at height from Safety Dept of MDL prior to work.
- Hindrance register shall be maintained jointly by the representative of user dept of MDL and the contractor.



रविन्द्र प्रसाद गुप्ता
RAVINDRA PRASAD GUPTA
मुख्य प्रबंधक (ज. नि.- अनुरक्षण)
CHIEF MANAGER (SB-MTC)
माझगांव डॉक शिपबिल्डर्स लिमिटेड
MAZAGON DOCK SHIPBUILDERS LIMITED

Annexure-B

B. Illustrative Rate Sheet Format:

(Kindly Indicate **Quoted** or **Not Quoted** only as this is an Illustrative Rate Sheet.)

Sr	Description	Quantity In Nos.	Rate w/o GST (Indicate Quoted or Not Quoted Only)	Amount w/o GST (Indicate Quoted or Not Quoted Only)	Applicable GST%
1	Structural stability assessment including NDT inspections, operational health check up of the crane systems & safety systems of electrically operated goliath crane of 300 ton capacity, FEA study & residual life assessment (RLA) of the crane and relevant deliverables as per scope of work	1			

Note:

- i) Annexure-B is only for illustration purpose & for the purpose of indicating tax and whether **quoted / not quoted**, as per clause 10.1.3 of TEF (Tender enquiry form).
- ii) Bidders shall upload the completely filled Annexure-B with **cover-1 online** in .pdf format.
- iii) Bidder(s) **shall not consider ANNEXURE-B: ILLUSTRATIVE RATE SHEET FORMAT** as Price Bid. **Price Bid (i.e. BOQ) will be provided separately.**
- iv) Bidder while quoting should consider the all costs such as labour, hike in the minimum wages, transportation, equipment, all incidental expenses, consumables etc.
- v) Quantity shown is indicative. However, Payment shall be made as per actual work done.
- vi) An **illustrative example** of blank rate sheet (Annexure-B) to be uploaded in cover 1 (Part 1 – Technical bid) is given below:

Illustrative Example of Blank rate sheet to be uploaded in Part-I.

Sl. No.	Item Description	Quantity	Units	Units Rate	Total	Applicable Tax in Percentage	HSN Code
1	XYZ.....	XX	Nos.	Quoted	Quoted	18%	123456
Total					Quoted		

Annexure-C**C. (Tender Enquiry Form) TEF Acceptance / SLA Acceptance Format:**

To,

Mazagon Dock Shipbuilders Limited

Tender Enquiry No.....

Date: -.....

TEF Clause No.	Bidder's Remark	TEF Clause No.	Bidder's Remark	TEF Clause No.	Bidder's Remark
	Acc. / Dev.		Acc. / Dev.		Acc. / Dev.
1		17		33	
2		18	Not applicable	34	
3		19		35	
4		20		36	
5	Not applicable	21	Not applicable	37	
6		22		38	
7		23		39	
8		24		40	
9		25		41	
10		26		42	
11		27	Not applicable	43	
12		28	Not applicable	44	
13		29	Not applicable	45	
14		30		46	
15		31			
16		32			

Company's Name &Address:

Signature:

Date:

Name:

Designation:

Bidder's Company Seal:

NOTES:

1. Bidder(s) should carefully read the Terms & Conditions of the Tender Enquiry Form (TEF) prior to filling up this acceptance format.
2. This format should be properly filled, signed and returned by the bidder(s) along with their technical offer for considering their Bid.
3. Bidder(s) should indicate "ACC" for Accepted, "DEV" for Deviation Taken for each clause number in the above table.
4. Bidder(s) to attach Separate Sheet indicating all relevant details such as Number, Description of the Clause, Reasons for Deviation and Alternative suggested for any deviations taken by them.
5. Clause numbers shown in the above format also includes the sub-clauses under these clauses.

Annexure-D**D. General Conditions of the Contract (GCC) Acceptance Format:**

To,
Mazagon Dock Shipbuilders Limited

Tender Enquiry No.....

Date:.....

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

Company's Name & Address:

Signature:

Date:

Name:

Designation:

Bidder's Company Seal:

NOTES:

1. Bidder(s) should carefully read the General Conditions of contracts (GCC) included in the tender prior to filling up this acceptance format.
2. This format should be properly filled, signed and returned by the bidder(s) along with their technical offer for considering their Bid.
3. Bidder(s) should indicate "ACC" for Accepted, "DEV" for Deviation Taken for each clause number in the above table.
4. Bidder(s) to attach Separate Sheet indicating all relevant details such as Number & description of the Clause, Reasons for Deviation and Alternative suggested for any deviations taken by them.
5. GCC clause numbers shown in the above format also includes the sub-clauses under these clauses.

Annexure-E

E. Format for Information of Past Orders:

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

[illegible]

F. Details for Remittance towards EMD OR 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/firm's making remittance of funds in MDL'S Bank Account)

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

3. **SAP Parked Document No:** _____ **Date:** _____

Signature of Vendor/Representative

G. Extract of Official Secret Act, 1923:

SECTION 2(B): “PROHIBITED PLACE”

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

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

SECTION 3: “PENALTIES FOR SPYING”

If any per unlawfully -

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

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

SECTION 4: “COMMUNICATION WITH FOREIGN AGENTS”

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

SECTION 5: “WRONGFUL COMMUNICATION OF INFORMATION”

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

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

Shall be guilty of an offence under this Act.

SECTION 6: “UNAUTHORISED USE OF UNIFORMS”

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

SECTION 7: “INTERFERING WITH OFFICERS OF POLICE”

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

SECTION 8: “DUTY OF GIVING INFORMATION”

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

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

SECTION 9: “INCITEMENT”

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

SECTION 10: “PENALTY FOR HARBOURING SPIES”

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

SECTION 11: “SEARCH WARRANTS”

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

© Fill up from the 1st column. For the balance left out blank columns, please mention 'x' mark.

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

Date: **Supplier's Seal:** **Authorized Signature of the Supplier:**

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

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

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

I. Declaration Certificate for Local Content:

Before completing this declaration, bidders must study the General Conditions, Definitions, Govt Directives applicable in respect of Local Content & prescribed tender conditions.

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

IN RESPECT OF BID / TENDER No.

ISSUED BY:(Name of Firm):

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

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

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

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

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

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

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

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

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

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

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

SIGNATURE: _____

DATE: _____

Seal / Stamp of Bidder

IA. Actual Local Content Certificate:

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

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

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

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

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

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

(b) My/our company had declared the local content at the time of tender as under

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

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

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

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

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

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

SIGNATURE: _____

DATE: _____

Stamp / Seal of the company

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

(On bidder's letter head)

I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that our Firm M/s..... is not from such a country and does not have any specified Transfer of Technology (TOT) from such a country or, if from such a country or if having specified TOT from such a country has been registered with the Competent Authority.

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

Note – The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. MDL reserves the right to consider placement of Order / Contract or reject any or all tenders/Orders without assigning any reason.

COMPANY'S NAME & ADDRESS:

SIGNATURE:

DATE:

NAME:

DESIGNATION:

BIDDER'S COMPANY SEAL:

K. Declaration by Bidder Regarding Conflict of Interest Among Bidders:

Tender No.:.....

Dated:.....

- i. I have read the tender clause no. 25 i.e., “CONFLICT OF INTEREST AMONG BIDDERS”; I certify that our Firm M/s.....is not having any conflict of interest with any bidder/agent participating in this bidding process.

I hereby certify that our Firm M/s.....fulfils all requirements in this regard and is eligible to be considered for subject tender.

COMPANY’S NAME & ADDRESS:

SIGNATURE:

DATE:

NAME:

DESIGNATION:

BIDDER’S COMPANY SEAL:

MDL Tender No.:

Declaration in respect of debarred under Public Procurement Policy (PPP) Make In India (MII) order 2017, GeM, CPPP including Tender holiday issued by MDL.

I have read the Tender and hereby declare that I/ we have not been debarred by any Government or quasi-Government agencies or PSU's under Public Procurement Policy (PPP) Make In India (MII) order 2017, GeM and CPPP.

Further, I hereby declare that I/ we have not been given the Tender holiday by MDL.

Signature: _____

Date:

Seal / Stamp of Bidder

M. List of Duly Filled Documents to Be Uploaded with Part-1:

1. Proof of EMD or Valid documents for EMD Exemption.
2. Annexure-B
3. Annexure-C
4. Annexure-D
5. Annexure-E
6. Annexure-H
7. Annexure-I
8. Annexure-J
9. Annexure-K
10. Annexure-L
11. MDL Vendor Registration Certificate, if available
12. Bidders Shop & Establishment certificate or Certificate of Incorporation (Exempted for permanent registered vendor)
13. GST Certificate (all pages)
14. Scanned copy of PAN
15. Latest UDYAM Certificate, if applicable.
16. Valid documents in support of TEF clause 7.1 & 7.2.
17. Audited / Certified Balance sheet, Profit / Loss account for past 3 Financial Years ending at Mar-2025

LIST OF DULY FILLED DOCUMENTS TO BE SUBMITTED TO MDL IN ORIGINAL

1. Proof of submission of EMD. (Not applicable to the bidders who are exempted from submission of EMD and uploaded the exemption documents as per the tender with Part-2 bid)

N. PROFORMA BANK GUARANTEE FOR BID BOND / EMD

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

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

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

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

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

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

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

7. Notwithstanding anything contained herein above:

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

- ii) This Bank Guarantee shall be valid up to and including; and
- iii) We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before (validity + --- weeks from the date of expiry of this guarantee).

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

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

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

O. Proforma of Unconditional and Irrevocable Insurance Surety Bond for Bid Bond / EMD

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

Ref. No..... Insurance Surety Bond No. Dated:

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

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

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

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

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

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

7. Notwithstanding anything contained herein above:

(i) Our liability under this Bond shall not exceed Rs.....

(ii) This Surety Bond shall be valid up to and including; and

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

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

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

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

P. Proforma Bank Guarantee for Performance Security (Illustrative Format) After PO

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

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 include its successors and assigns) hereby agree to pay to the Purchaser without any demur on first demand an amount not exceeding Rs..... (Rupees.....only) being 5% (10% in case of Capital Procurement) of the order value against any loss or damage, costs, charges and expenses caused to or suffered by the Purchaser by reason of non-performance and non-fulfillment or for any breach on the part of the Contractor / Supplier of any of the terms and conditions of the said order.

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

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

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

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

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

7. Notwithstanding anything contained herein above:

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

- ii) This Bank Guarantee shall be valid up to and including; and
- iii) We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before (validity + 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 authorized to sign on behalf of "the Bank")

Q. Proforma of Unconditional and Irrevocable Insurance Surety Bond for Performance Security (Illustrative Format)

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

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 an unconditional and irrevocable Insurance Surety Bond in lieu of Performance Security payable under the said order for the fulfillment and performance of the said order, We, Surety Insurer having office at (Hereinafter referred to as "the Surety" which expression shall include its successors and assigns) hereby agree to pay to the Purchaser without any demur on first demand an amount not exceeding Rs. (Rupees.....only) being 5% of the order value against any loss or damage, costs, charges and expenses caused to or suffered by the Purchaser by reason of non-performance and non-fulfillment or for any breach on the part of the Contractor / Supplier of any of the terms and conditions of the said order.

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

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

4. We, the Surety 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, the surety further undertakes not to revoke this Bond during its currency except with the previous consent of the Purchaser in writing.

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

7. Notwithstanding anything contained herein above:

- i) Our liability under this Bond shall not exceed Rs.

- ii) This Surety Bond shall be valid upto and including; and
- iii) We are liable to pay the bond amount or any part thereof under this Surety Bond only and only if you serve upon us a written claim or demand on or before (validity + 4 weeks from the date of expiry of this Bond).

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 Surety

(By its constituted attorney)

(Signature of a person authorized to sign on behalf of "the Surety")

R. Non-Disclosure Agreement Format

THIS NON DISCLOSURE Agreement made at Mumbai, India on this _____ day of _____ 2014 between Mazagon Dock Shipbuilders Limited a company registered under the Companies Act, 1956 and having its registered office at Dockyard Road, Mumbai-400 010 (hereinafter referred to as “MDL”) and _____ a company registered under the Companies Act, 1956 and having its registered office at _____ (hereinafter referred to as “_____”).

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

WHEREAS

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

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

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

NOW THEREFORE the Parties agree as follows:

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

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

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

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

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

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

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

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

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

5. The Receiving Party shall promptly upon requests by the Disclosing Party at any time return all copies of the Confidential Information communicated to it hereunder together with all copies and extracts made thereof and shall not retain any copies of the same, in any form whatsoever.

6. The Receiving Party shall have no obligations or restrictions with respect to:

(a) Information publicly known through no wrongful act of the Receiving Party.

(b) Information rightfully disclosed by a third party without breach of this Agreement by the Receiving Party and which can be communicated without restriction.

(c) Information which was already known or which was independently developed by the Receiving Party (provided that the Receiving Party can demonstrate the same).

(d) Information, the disclosure of which the Disclosing Party authorizes in writing.

7. Nothing in this Agreement shall be construed as granting to the Receiving Party any patent, copyright or design license, or rights of use under similar intellectual property rights in respect of the Confidential Information.

8. The Receiving Party shall not without prior written consent of the Disclosing Party:

(a) Disclose to any person, directly or indirectly:

i) The fact that the Confidential Information has been made available to the Receiving Party by the Disclosing Party or that the Receiving Party has inspected any portion of the Confidential Information; or

ii) The fact that any discussion or negotiation is taking place concerning the Proposal; or

iii) Any of the terms, conditions or other facts with respect to the Proposal, including the status thereof; or

(b) Make any private or public announcement or statement concerning or relating to the Proposal.

09. The Disclosing Party represents and warrants that save as otherwise notified in writing to the Receiving Party:

a) Disclosure of information by it to the Receiving Party does not infringe the rights of any third party nor is it under any restriction with regard to the disclosure of any information, and that where applicable, it has obtained all licenses and consents necessary to enable the lawful disclosure of information by it to the Recipient; and

b) It is not aware of any restriction on the use of such information by the Receiving Party, save as provided in this Agreement.

c) To the effect that the foregoing representations and warranties shall be deemed to be given at the date of this Agreement and after that date upon and in respect of each disclosure.

The Disclosing Party makes no warranty or representation whatsoever as to the accuracy, completeness, suitability or adequacy of any information or as to the results obtained from it and assumes no responsibility in respect of the use of the information by the Receiving Party.

10. The Receiving Party shall indemnify and hold harmless the Disclosing Party from and against any action, claim or proceeding and any loss, damage, costs, expenses or liabilities arising out of any such action, claim or proceeding, brought by any third party pursuant to any unauthorized disclosure or use of any information by the Receiving Party, or by any person for whom the Receiving Party is responsible under this Agreement, or pursuant to any breach of any undertaking, warranty or representation contained in this Agreement.

11. For the purposes of this Agreement 'Classified Information' shall mean information, documents and material of any kind which the respective Government i.e. Indian Government has given or caused to be given a security classification irrespective of whether the same is transmitted orally, electronically, in writing or by hand. Notwithstanding any other provision of this Agreement:

- a) Each Party hereto undertakes to follow security procedures prescribed for military purposes with respect to disclosure, receipt, production, use and handling of Classified Information.
- b) Any Classified Information, disclosed by one Party hereto shall be, whatever the method of disclosure be, identified by the Disclosing Party as Classified Information at the time of disclosure.
- c) The provisions of this Clause are to remain in full force and effect notwithstanding any termination by expiration or otherwise of this Agreement.

12. In the event the Receiving Party is required to disclose Confidential Information under any provision of law or upon an action, subpoena or order of a court of competent jurisdiction or of any requirement of legal process regulation or governmental order, decree, regulation or rule, the Receiving Party will immediately notify the Disclosing Party of its having received a request to so disclose (along with the terms and circumstances thereof), unless otherwise prohibited by law and consult with the Disclosing Party on action or steps to be taken in response to such request.

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

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

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

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

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

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

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

To MDL

Address:

Phone No.:

To _____

Address:

Phone No.:

Fax:

Fax No. :

E-mail:

E-mail:

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

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

Signed by the within named Signed by the within named
MDL

In the presence of

In the presence of

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

GENERAL CONDITIONS OF CONTRACT (GCC) FOR GOODS AND SERVICES

The word 'Purchaser' refers to MAZAGON DOCK SHIPBUILDERS LIMITED, (MDL), a Company within the meaning of Companies Act, 2013 and it includes its successors or assignees.

The word 'Bidder' (including the term 'tenderer', 'consultant' 'vendor' or 'service provider' in certain contexts) means any legal entity such as firm(s) of Proprietorship / Partnership Firm / Limited Liability Partnership / Private Limited / Limited company / Society registered under Society's Act / Statutory Bodies/ Consortium/ Joint Venture etc. participating in a procurement process.

The word 'Owner' means the person or authority with whom Mazagon Dock Shipbuilders Limited (Purchaser) has contracted to carry out work in relation to which orders are placed by the Purchaser on the Bidder/Supplier/Contractor under this contract for supply or manufacture of certain items and would include Department of Defence Production, Ministry of Defence, Government of India, the Indian Navy, the Coast Guard and any other specified authority.

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

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

Unless where the context requires otherwise, throughout the contract:

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

2. LANGUAGE OF CONTRACT (Applicable for Goods and Services)

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

3. GOVERNING LAWS AND JURISDICTION (Applicable for Goods and Services)

3.1 Governing Laws and Jurisdiction

(a) This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Laws of India for the time being in force.

(b) Irrespective of the place of delivery, or the place of performance or the place of payments under the contract, the contract shall be deemed to have been made at the place from which the Purchase Order/Contract/Letter of Intent has been issued. The courts of such a place shall alone have jurisdiction to decide any dispute arising out or in respect of the contract.

3.2 Changes in Laws and Regulations

Unless otherwise stipulated in the contract, if after the last deadline for the bid submission (Techno-commercial), any law, regulation, ordinance, order or bye-law having the force of law is enacted, promulgated, abrogated, or changed in India (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/ or the contract Price, then such Delivery Date and/ or Contract Price shall be correspondingly increased or decreased, to the extent that the contractor has thereby been affected in the performance of any of its obligations under the contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable.

4. CONFIDENTIALITY, SECRECY AND IPR RIGHTS (Applicable for Goods and Services)

(a) IPR Rights

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

(b) Confidentiality

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

(c) Secrecy

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

(d) Obligations of the contractor

- (i) Without MDL's prior written consent, the contractor shall not use the information mentioned above except for the sole purpose of performing this contract.
- (ii) The contractor shall treat and mark all information as confidential (or Secret – as the case may) and shall not, without the written consent of MDL, divulge to any person other than the person(s) employed by the contractor in the performance of the contract. Further, any such disclosure to any such employed person shall be made in confidence and only so far as necessary for such performance for this contract.
- (iii) Notwithstanding the above, the contractor may furnish to its holding company or its Subcontractor(s) such documents, data, and other information it receives from MDL to the extent required for performing the contract. In this event, the contractor shall obtain from such holding company/ Subcontractor(s) an undertaking of confidentiality (or secrecy – as the case may be) similar to that imposed on the contractor under the above clauses.
- (iv) The obligation of the contractor under sub-clauses above, however, shall not apply to information that:
 - (aa) The contractor needs to share with the institution(s) participating in the financing of the contract;
 - (ab) now or hereafter is or enters the public domain through no fault of Contractor;
 - (ac) can be proven to have been possessed by the contractor at the time of disclosure and which was not previously obtained, directly or indirectly, from MDL; or
 - (ad) otherwise lawfully becomes available to the contractor from a third party that has no obligation of confidentiality.
- (v) The above provisions shall not in any way modify any undertaking of confidentiality (or Secrecy – as the case may be) given by the contractor before the date of the contract in respect of the contract/ the Tender Document or any part thereof.
- (vi) The provisions of this clause shall survive completion or termination for whatever reason of the contract.

5. PERMITS, APPROVALS AND LICENSES (Applicable for Goods and Services)

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

6. TRANSFER OF TITLE OF GOODS (Applicable for Goods)

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

loss, destruction, damage, or deterioration of the Goods entrusted to such carrier by the contractor for transmission to the consignee or the interim consignee as the case may be.

(b) Provided that where, under the terms of the contract, the Goods are required to be delivered to an interim consignee for despatch to the consignee, the Goods shall be at MDL's risk after their delivery to the interim consignee.

7. EXTENSION OF DELIVERY PERIOD (Applicable for Goods)

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

(b) Conditions for Extension of Delivery Period

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

(i) Liquidated Damages

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

(ii) Denial Clause

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

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

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

(c) Liquidated damages

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

also apply. Any failure or delay by any subcontractor, though their employment may have been sanctioned shall not be admitted as a ground for any extension of time or for exempting the contractor from liability for any such loss or damage as aforesaid.

8. DEFAULTS, BREACHES & TERMINATION OF CONTRACT (Applicable for Goods and Services)

Termination due to Breach, Default, and Insolvency

(a) Defaults and Breach of Contract

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

(i) Default in Performance and Obligations

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

(ii) Insolvency

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

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

(b) Notice for Default

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

(c) Terminations for Default

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

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

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

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

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

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

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

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

- (iv) Encash and/ or Forfeit performance or other contractual securities.
- (v) Prefer claims against insurances, if any.
- (vi) Terminate contract for default, fully or partially including its right for Risk-and-Cost Procurement as per following sub-clause.

(vii) Risk and Cost Procurement

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

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

9. CLOSURE OF CONTRACT (Applicable for Goods and Services)

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

10. COMMUNICATION AND LANGUAGE FOR DOCUMENTATION (Applicable for Goods and Services)

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

11. PRESERVATION AND MAINTENANCE (Applicable for Goods)

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

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

12. FREIGHT AND INSURANCE. (Applicable for Goods)

(a) For Indigenous Bidders

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

(b) For Foreign Bidders

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

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

13. DEMURRAGE (Applicable for Goods)

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

14. CANCELLATION OF TENDER (Applicable for Goods and Services)

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

15. PURCHASER'S PROPERTY. (Applicable for Goods and Services)

All property (such as materials, drawings, documents etc.) issued by the Purchaser or any other individual or firm on behalf of the Purchaser in connection with the contract shall remain confidential, being the property of the Purchaser and the Bidder/Supplier/Contractor shall undertake to return all such property so issued and will be responsible for any or all loss thereof and damage thereto resulting from whatever causes and shall reimburse the Purchaser the full amount of loss and damage.

On completion of work in any compartment / location of the purchaser's premises, the Bidder/Supplier/Contractor must ensure that the place is left in a reasonably clean state and all scrap is transferred to nearby scrap-bins.

16. REJECTION OF MATERIALS (Applicable for Goods)

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

17. RECOVERY-ADJUSTMENT PROVISIONS (Applicable for Goods and Services)

Payment made under one order shall not be assigned or adjusted to any other order except to the extent agreed upon in writing by the Purchaser. During the currency of the contract, if any sum of money is payable by the Bidder / Supplier / Contractor the same shall be deducted from any sum then due or thereafter may become due to the Bidder / Supplier / Contractor under the contract or any other contract with the Purchaser.

18. INDEMNIFICATION (Applicable for Goods and Services)

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

19. TRANSFER OF SUPPLIERS / CONTRACTOR'S RIGHTS(Applicable for Goods and Services)

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

20. SUBCONTRACT AND RIGHT OF PURCHASER (Applicable for Goods and Services)

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

21. PATENT RIGHTS (Applicable for Goods and Services)

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

22. AGENTS/AGENCY COMMISSION (Applicable for Goods and Services)

The seller confirms and declares to the buyer that the seller is the original manufacturer or authorized distributor/stockiest of original manufacturer of the goods referred to in this contract and has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommended to the Buyer or any of its functionaries, whether officially or unofficially , to the award of the Contract / Purchase order to the Seller; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The Seller agrees that if it is established at any time to the satisfaction of the Buyer that the present declaration is in any way incorrect or if at a later stage it is discovered by the Buyer that the Seller has engaged any such individual/firm, and paid or intended to pay any amount, gift, reward , fees, commission or consideration to such person, party, firm or institution , whether before or after the signing of this Contract / Purchase order, the Seller will be liable to refund that amount to the Buyer. The seller will also be debarred from participation in any RFQ/Tender for new projects/program with Buyer for a minimum period of five years.

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

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

23. USE OF UNDUE INFLUENCE / CORRUPT PRACTICES (Applicable for Goods and Services) The Bidder / Supplier / Contractor undertakes that he has not used corrupt practices or used any undue influence which is not admissible as per Indian law to obtain contract/order or in doing any business with the purchaser.

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

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

24. IMMUNITY OF GOVERNMENT OF INDIA CLAUSE (Applicable for Goods and Services)

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

25. EXPORT LICENCE (Applicable for Goods and Services)

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

26. BANNED OR DE-LISTED CONTRACTORS / SUPPLIERS(Applicable for Goods and Services)

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

27. DUTY OF PERSONNEL OF SUPPLIER/CONTRACTOR (Applicable for Goods and Services)

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

28. DISPUTE RESOLUTION MECHANISM AND ARBITRATION (Applicable for Goods and Services)

(a) Dispute resolution mechanism(DRM)

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

(ii) In case of non-settlement by (i) above, if at any time, before, during or after the contract period any unsettled claim, dispute or difference arose between the parties, upon or in

relation to or in connection with or in any way touching or concerning this tender/agreement/order/contract, the same shall be referred to the concerned Functional Director.

The Functional Director shall then nominate an Executive of the rank of General Manager whom he thinks fit and competent or a Committee of Executives who/which shall then scrutinise the claims/disputes that have been referred to the concerned functional Director and make efforts for amicable settlements by mutual discussions/negotiations.

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

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

(b) Arbitration (Applicable for Goods and Services)

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

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

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

Any changes to arbitration clause must be vetted by HOD (Legal) before incorporation in contract/PO.

29. JURISDICTION OF COURTS (Applicable for Goods and Services)

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

30. CONTRACT LABOUR (REGULATION AND ABOLITION) ACT 1970(Applicable for Services)

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

The Contractor / Bidder shall carryout his obligations and duties under the Contract Labour (Regulation and Abolition) Act, 1970 and the rules framed there under.

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

the Contractor / Bidder must inform through Concerned Department the name/s of the employee/s in the prescribed format to CISF / Security and to the concerned Divisional Personnel by mentioning specifically 'Compensatory - Off', before 3 days from the date actual payment.

31. MINIMUM WAGES ACT (Applicable for Services)

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

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

32. BONUS ACT (Applicable for Services)

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

33. FACTORIES ACT (Applicable for Services)

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

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

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

34. EMPLOYEES' PROVIDENT FUNDS AND MISCELLANEOUS PROVISIONS ACT, 1952 (Applicable for Services)

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

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

(b) under the Family Pension Scheme, and

(c) under the Employees' Deposit Linked Insurance Scheme and pay the contributions both in respect of his employees and his own. He shall submit all the necessary returns and other particulars periodically as prescribed under the said Act. Contractor / Bidder shall cover from the first day working all his contract labour on MDL jobs by filling requisite returns to concerned Statutory authorities and obtaining Code Numbers / Account Numbers. Contractor / Bidder shall remit employees' and employers' contributions directly to the concerned authorities along with Inspection and Administrative Charges as per relevant provisions of the concerned Acts and Schemes made there under within 15 days from the close of every month. The Contractor / Bidder must submit copies of P. F. dues payment challans, copy of Form No. 12 (A), copy of form No. 6 (A) (Annually) and copies of Muster Roll of their workmen every month to Corporate Personnel Department before renewal of passes for entry into the yard. The Contractor / Bidder must also attend to P. F. Inspections by concerned authorities and submit copy of the Inspection Report.

The Contractor / Bidder through his own P. F. code number shall fill in P. F. / Pension settlement forms of all the employees engaged in Purchaser's Yard, well in advance of

last working day and forwards the said settlement forms to the respective P. F. Commissioner's office for settlement. Contractors who are yet to obtain PF code shall apply for Code no s to PF Commissioners Office and furnish copies of the same to Corporate Personnel Department. Purchaser shall recover PF dues from the contractors running bills till such time the PF Code no is obtained.

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

35. EMPLOYEES' STATE INSURANCE ACT (Applicable for Services)

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

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

36. SAFETY (Applicable for Goods & Services)

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

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

37. POLICE VERIFICATION OF EMPLOYEES (Applicable for Services)

Contractor / Bidder shall have to produce and submit to the Chief Security Executive of Purchaser, verification through Mumbai Police of Character and Antecedents of their employees / workers for while working on ships under construction in Purchaser's Yards,

for working onboard ships under modernisation / refit / repairs at Mumbai ports / Naval Dockyard. Entry passes will not be issued in the absence of Police Verification Report and employees without Police Verification shall not be employed by them in Purchaser's Yard / Mumbai ports / Naval Dockyard and any lapse on the part of Contractor / Bidder shall be viewed seriously as per applicable laws of the land. Employment of any Foreign National during the contract period would be permitted with prior permission of Purchaser.

38. FORCE MAJEURE (Applicable for Goods and Services)

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

The performance in whole or in part under the captioned tender / contract is prevented or delayed by reason of any such event for a period exceeding sixty days either party may at its option terminate the contract / further processing of the tender. The relative obligations of both the parties remain suspended during the actual period of force majeure. The Purchaser may extend the delivery schedule as mutually agreed, on receipt of written communication from the Bidder / Supplier / Contractor regarding occurrence of 'Force Majeure' conditions, but not exceeding six months from the scheduled delivery date. If the 'Force Majeure' conditions extend beyond this period, the Purchaser shall have the right to cancel the order without any financial implication to the Purchaser or on terms mutually agreed to.

39. CODE OF INTEGRITY IN PUBLIC PROCUREMENT

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

39.1 Corrupt practice

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

39.2 Fraudulent practice

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

39.3 Anti-competitive practice

Any collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of The Competition Act, 2002, between two or more bidders, with or without the knowledge of MDL, that may impair the transparency, fairness and the

progress of the procurement process or to establish bid prices at artificial, non-competitive levels.

39.4 Coercive practice

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

39.5 Conflict of interest

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

39.6 Obstructive practice

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

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

(1) Labour Licence:

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

(2) Commencement / Completion of work:

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

(3) Daily attendance of contract employees:

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

(4) Insurance coverage:

- (a) The contractors should have his own ESI code number and indicate the same along with individual ESI account number of his contract employee.
- (b) The contractors should cover all eligible contract employee under the ESI Act and its scheme on the date of joining of the contract employee on their roll at MDL
- (c) The contractors should pay employee as well as employer contribution on time and submit the copy of challan to the principal employer i.e. MDL as a proof of payment of ESI dues to the authority
- (d) The contractors should attend the ESI inspection as and when required and submit a copy of ESI inspection report to the principal employer i.e. MDL.
- (e) The contractors should submit the copy of half / yearly ESI returns to the Contract Cell.
- (f) The contractors should produce (E-Pahachan) card in respect of each contract employee whenever required for verification for their ESI account number.
- (g) Those Contract employee, who are out of ESI coverage shall be covered by suitable Workmen Compensation Policy.
- (h) The contractors shall submit the copy of Workmen Compensation Policy to the HR-Contract & Outsourcing Dept and renew the same on time.

(5) Provident Fund Coverage:

- (a) The contractors must have his own PF Code number and indicate individual PF Account number of his employees.
- (b) The contractors should produce Form V as and when required for verification of account number of his contract employee.
- (c) The contractors shall cover his eligible contract employees under the PF Act and Scheme and pension scheme from the date of joining.
- (d) The contractors shall also submit the copy of challan in respect of payment of dues.
- (e) The contractors should submit the card of PF annual return prescribed under the act.
- (f) The contractors shall attend PF inspection as and when required and submit copy of the PF inspection report to the HR- Contract & Outsourcing Dept.

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

- (a) The Contractor must obtain independent Registration number under Bombay Labour Welfare Fund Act and pay Six (06) Monthly contribution of their employees for every June and December to the Welfare Commissioner and compliance with the provisions of Bombay Labour Welfare Fund Act, 1953 under their own code number.
- (b) The Contractor should have registration under Professional Tax and deduct the same from wages of his employees and remit Professional Tax every month to Government treasury in time and also submit returns in time.

(7) Payment of wages/salaries:

- (a) The contractors shall fix the wage period in respect of which wages shall be payable.
- (b) The contractors shall responsible for payment of prescribed minimum wages for his employees in MDL premises on or before 10th day of the expiry of the wage period.
- (c) No wage period shall be exceed one month in case of monthly period.

- (d) The contractors shall submit copy of the remittance of salary/wages through NEFT/RTGS of his contract employees to the HR- Contract & Outsourcing Dept
- (e) The wages shall be paid when deduction of any kind except those specified by the Government under the provisions of the payment of Wages Act 1936.
- (f) The contractors must submit Xerox copy of the muster of his employees as well as copy of wages/payments every month to the HR- Contract & Outsourcing Dept

(8) Payment of Minimum wages

- (a) The Contractor/Vendor shall pay not less than minimum wages to his employees as notified /revised from time to time as applicable under the Minimum Wages Act, 1948
- (b) The contractor must ensure that wages/ salaries to be paid to their employees as per the provisions Minimum Wages Act, 1948.
- (c) The Minimum Wage consist of Basic Wage and the Special Allowance i.e Variable Dearness Allowance (VDA declared after every Six Months). The Central Govt and the State Govt have notified the rates of Minimum wages. The rates of Minimum Wages whichever is higher will be applicable in respect of the specific 'Scheduled Employment' as declared by the Dy. Chief Labour Commissioner (Central Govt) Mumbai time to time.

(9) Medical Examination of Sub Contract/Outsourced employee

- (a) As per the Clause 18-A of the Factories Act, 1948 and Maharashtra Factories Rules,1963, all workers in a factory shall be medically examined once in a year by a Certifying Surgeon appointed or recognised by Government.
- (b) The Contractors/Vendors will have to submit a Certificate of Fitness in Form 6 in respect of employees to be engaged inside the MDL and its units and no person/contract employees shall be employed without the valid certificate of fitness. The Contractor/Vendor get the Pre-Employment Medical Examination of his employees done from certified surgeon before deploying at MDL

(10) Health, Safety and Welfare

The Contractor/Vendor should ensure safe and healthy working condition at work for compliance of the Provisions of Factories Act, 1948. The Contractor/Vendor should provide all the Safety measures and his supervision to ensure safety at work site.

The contractor/Vendor shall ensure that only medically fit persons are engaged for job after medically examined by Certifying Surgeon.

(11) Maintenance of record / register:

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

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

(12) Display of Notices

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

(13) Working on weekly off and holidays:

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

(14) Applicability of labour laws:

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

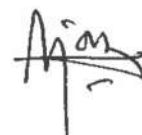
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1. Scope of Work:

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

- 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).
- 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.
- Contractor should go through MDL safety manual and follow the safety procedures wherever applicable.
- 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.
- The Contractor shall not permit any employee/workmen to enter the work area under the influence of alcohol.
- Smoking is strictly prohibited.
- Fishing is not permitted in the yard.
- Report promptly any situation affecting the safety of any person.
- All stairways, Platforms and Walkways must be kept clean at all the times.
- Make proper use of all safety devices and guards provided.
- All employees shall wear personal protective equipment as appropriate while working.
- 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.
- The contractor should ensure that First Aid boxes are provided at the work place.
- Do not leave tools/items on the floor or where they can fall on people below.
- On completion of work in any location, the contractor must ensure that the place is left in a clean state and all scrap is disposed to nearby appropriate scrap bins.



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

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

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

2.19 Action by person noticing Fire:

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

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

3. Personnel Protective Equipment and other Safety Accessories:

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

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

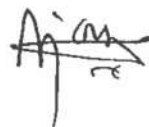
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		Board, Duck Ladder, Lifeline system etc.
Sl. No.	Description of Activity	PPE's & Other essential Safety accessories to be used
7	Working in Confined Spaces	Boiler Suit, Helmet, Hand Gloves, Safety Shoe, Respiratory Mask, Portable light, ear plug,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

4. Safety Guidelines:

4.1 Safety during Cutting & Welding:

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



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- 4.1.10 The firm must ensure that the welding cables and gas hoses are well maintained and replaced if required.
- 4.1.11 All welding cables shall be fully insulated and periodically check for cuts and any damages.
- 4.1.12 Only Spark lights shall be used to ignite flame while using gas cutting/welding torches.
- 4.1.13 All cutting equipment should be removed/shifted from compartments and confined spaces to open decks during breaks and at end of shift.
- 4.1.14 Gas hoses shall be disconnected from the manifold/cylinder after stoppage of work on the day.
- 4.1.15 All welding and cutting operations carried on in confined spaces shall be adequately ventilated to prevent the accumulation of toxic materials or possible oxygen deficiency.

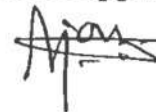
4.2 Safety while Material Handling/Lifting and Turning:

- 4.2.1 All lifting slings/tackles/shackles shall be tested and certified with competent Authorities and shall be visually checked periodically for fitness for use.
- 4.2.2 All lifting equipment must be tested once in a year.
- 4.2.3 Use correct lifting hooks, ensure they are load tested.
- 4.2.4 Avoid manual handling operations as far as possible to minimize the risk of injury.
- 4.2.5 Position the lifting hook over the load as to prevent the load swinging when it is raised.
- 4.2.6 Ensure only competent persons are allowed to operate cranes.
- 4.2.7 Crane operators must only take Instruction from designated rigger.
- 4.2.8 Crane should not be left unattended unless all loads have been removed.
- 4.2.9 Leather gloves should be worn when working with sharp materials or when handling rigging equipment.
- 4.2.10 Crane/Rigging equipment shall not be loaded in excess of its recommended safe working load.
- 4.2.11 All employees shall be kept clear of loads about to be lifted and of suspended loads. No employee shall be allowed under a suspended load.
- 4.2.12 The proper methods of securing the load, attaching the load to the hook, lifting the load, handling of the load during the movement of the load and lowering and placement of load should be used.

4.3 Safety while working on height:

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

- 4.3.1 Before starting work ensure that the supervisor is available at site and he has got the work permit issued by the authorised person.
- 4.3.2 Use a sufficient supply of sound staging material and appliances for the construction of scaffolding.

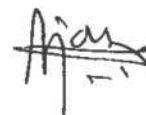


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- 4.3.3 All planks and other materials intended to be used for staging shall be carefully examined before being taken into use.
- 4.3.4 The Contractor shall ensure the use of sufficiently strong scaffolding with sufficiently strong hand railings during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

4.4 Hand Tools and Power Tools:

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



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- 4.4.7 Wooden shaft must be of correct size and securely fixed to the hammer head with fitting wedges. The face of hammers should be kept clean and in good condition (Not mushroomed).
- 4.4.8 A file must be used with proper handle fitting and to maintain files when clogged with filings clean out the teeth with a file card or fine wire brush.
- 4.4.9 When using a screwdriver, make sure that the blade fits the slot in the screw properly. Too large or too small a blade will damage the screw and not work efficiently.
- 4.4.10 Select the correct hacksaws blades to carried out work and blade should always be correctly tensioned in the frame. After use when the hacksaw is to be stored, the tension on the blade should be released.
- 4.4.11 Always select a spanner which exactly fits the nut or bolt head, never use packing pieces to make the spanner fit. Piece of pipe or similar device must not be placed over the end of spanners as extensions to increase the torque.
- 4.4.12 All electrical hand tools shall be of double insulated and fiber body type.
- 4.4.13 The RPM of grinding machine should be lower than the RPM of the grinding disk/wheel.
- 4.4.14 Do not use a portable power tool (such as saw, grinder and drill) unless its dangerous parts have been effectively guarded.
- 4.4.15 Electrical tools shall not be used where there is hazard of flammable vapours, gases, or dusts without a valid Hot Work Permit.
- 4.4.16 Do not use compressed air/Oxygen to clean off overalls or clothing.

5. **Electrical Safety:**

- 5.1 The Contractor shall engage qualified, experienced and competent electricians and other electrical personnel while working on electrical lines (which may be High Tension, Medium Tension and Low Tension electrical lines) for safe execution of Contract.
- 5.2 The electricians and other electrical personnel must possess requisite certificate issued from competent authority.
- 5.3 The Contractor shall ensure proper earthing of all electrical equipment/machinery prior to start of the machine.
- 5.4 The Contractor shall also ensure daily examination of the earthing of equipment/machinery prior to start of the job in order to avoid electrical hazards.
- 5.5 The Contractor shall ensure use of proper cable (may be welding cable or power cable or control cable). The joints of the cables shall be perfectly insulated.
- 5.6 The Contractor shall also ensure the use of proper plugs & sockets.
- 5.7 Use of rubber hand gloves during monsoon season is very essential.
- 5.8 Repair and routine maintenance of electrical equipment shall be carried out by trained and qualified electricians.



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

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

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

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

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

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

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

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

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

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

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

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

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

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

6.12 Never use any electrical equipment without proper earthing.

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

7. Safety while working in Confined Spaces:

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

7.2 Prepare adequate emergency arrangements before the work starts.

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

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

7.5 Adequate light arrangement should be available.

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

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



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

8. Safety while Blasting and Painting Operations:

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

9. Safety at Civil Construction Sites

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



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- 9.5 Measures should be taken to prevent persons who are not engaged in excavation work, from approaching excavation areas by placing warning signals, barricades etc. near the site of the excavation.
- 9.6 Excavated material should not be dumped within 1.5 m of the edges or half of the depth of the trench whichever is more.
- 9.7 Shoring (supporting the sides of the trench) and/or proper slopes to the trench walls should be provided.
- 9.8 Ladder access at suitable intervals with proper support in the trench should be provided and ladder should extend above the ground level.
- 9.9 Dewatering provisions should be considered while excavating a trench near a water body.
- 9.10 Temporary electrical connections provided in the trench area should be in compliance to the requirements of the Indian Electricity Act, Rules and Regulations.
- 9.11 Proper barricading of trenches with warning signals should be provided.
- 9.12 At all approaches and exits of the sites of excavations, danger and warning signals should be placed.
- 9.13 Excavation area should be adequately lighted for night work.
- 9.14 Test for oxygen level inside the shaft before start of work every day.
- 9.15 Effective communication system between the ground staff & the persons working in the shaft should always be there to ensure safe working environment.
- 9.16 The excavated material should be dumped sufficiently away from the edge of the excavated pit to avoid the excavated material slipping and falling into the pit.
- 9.17 Guard rails should be fitted to the working platform and should be secured to prevent their outward movement. The platform should be strong enough to bear the loads of workmen & materials.
- 9.18 Persons should not be allowed to work under the scaffold and if at all it is necessary to carry out work, then safety net should be provided to arrest the fall of materials & tools.
- 9.19 Safe access should be provided to the structures under erection.
- 9.20 Structures/ platforms should not have openings uncovered/unbarricaded.
- 9.21 Working under the structure should be prevented and if at all it is necessary to carry out work, then safety net should be used to arrest the fall of materials & tools.
- 9.22 In order to avoid the workers from being in contact with the moving parts of machinery such as conveyors, screens etc. machine guarding should be provided.
- 9.23 Health hazard from cement dust or wet cement should be controlled by avoiding engagement of workers in dusty areas and ensuring usage of PPEs especially filter respirators, goggles, gloves and boots.
- 9.24 When workmen are working/cleaning the inside of the drum of mixer, the power of mixer should be switched off and "Do not operate" tag should be provided.
- 9.25 Every opening in the floor of a building should be provided with suitable fencing/railing of one-meter height on all exposed sides with toe guard of 15 cm vertical height. Where barricades cannot be installed, safety net should be installed close to the level at which there is a danger of a fall.
- 9.26 All temporary wiring should be installed and supervised by a competent electrician.
- 9.27 Adequate protection should be provided for all electrical wiring laid on floor which may be crossed over by construction machinery or by the workmen.



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

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

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

9.31 Do not leave planks with nails on passageways.

