



दो बोली जीईएम -निविदा जीईएम/२०२६/बी/७७३९६७९

TWO BID GEM TENDER GEM/2026/B/7739679- Annual Rate Contract (ARC) for hiring of services for Buffing and Polishing of Propeller Blades & Hub during GRDD of P17A Ships at Naval Dockyard, Vizag or HSL Vizag

## Part A

### ADDITIONAL SERVICE LEVEL AGREEMENT (SLA)

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

- 1. DESCRIPTION OF WORK / SUPPLIES / SERVICES:** Annual rate Contract for hiring of services for Outsourcing of Buffing and Polishing of Propeller Blades & Hub during GRDD of Y-12652, Y-12653 and Y-12654 at Naval Dockyard, Vizag or HSL Vizag.
- 2. SCOPE OF WORK:**
  - 2.1. Services are required for Buffing and Polishing of Propeller Blades and hubs during GRDD of Y-12652, Y-12653 and Y-12654 at Naval Dockyard, Visakhapatnam/ HSL Vizag.
  - 2.2. The detailed technical scope of work is enclosed at **Annexure-A**.
  - 2.3. Note: 1 Set consists of 1 Propeller Hub and 5 Blades mounted on it.
- 3. INSPECTION, TESTING & QA/QC:**
  - 3.1. Inspection agency: MDL Guarantee Team.
  - 3.2. MDL has the right to carry out random inspection to ensure that the Contractor is adhering to laid down conditions in terms of quality of work. The contractor shall provide free access to the work being done for such inspection.
  - 3.3. Final inspection and acceptance shall be carried out jointly by Ship Staff (User) and MDL Representative.
- 4. CONTRACT VALIDITY & MOBILIZATION:**
  - 4.1. **Contract validity:** The contract shall be valid for 1 year from date of start of contract as specified in GEM contract. Tentative date of start of contract will be 15 Sep 2026. Any work released till the completion of contract shall be carried out by the contractor.
  - 4.2. **Mobilization:** Successful contractor shall complete initial mobilization of his manpower, tools and equipment required for executing the job within 5 days from date of intimation by MDL; no excuse for delay in commencing the work on this account will be entertained.
  - 4.3. **Schedule of work:** Schedule of work will be jointly prepared for overall contract period after placement of order. The contractor has to undertake the work as per schedule mentioned therein. The Contractor have to submit manpower deployment schedule on weekly basis well in advance to Executing Dept. This delivery schedule will be strictly adhered for execution & same will be criteria for LD applicability.
  - 4.4. Log Books covering Instruction Register & Hindrance Register shall be maintained by the sub-contractor(s) in consultation with MDL. Instruction given to contractor(s) will be recorded in the Instruction Register. The contractor(s) is required to mention any hindrances occurred during production / assembly & installation for recording in the hindrance register.
- 5. INTEGRITY PACT (IP): NOT APPLICABLE**
- 6. EARNEST MONEY DEPOSIT (EMD): NOT APPLICABLE**



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### **7. BID REJECTION CRITERIA:**

#### **7.1 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 to be provided any opportunity to rectify these conditions/ deviations post bid opening:

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

7.1.2. **Bidders who are debarred under PPP MII order 2017, GeM, CPPP including Tender holiday issued by MDL.**

#### **7.2 Liable for Rejection Criteria**

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

7.3 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.

7.4 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.

7.5 MDL reserves the right to seek clarification / deficient documents from all the bidders quoted against the tender.

### **8. QUALIFICATION CRITERIA:**

#### **8.1. TECHNICAL PQ CRITERIA**

8.1.1. **Similar work/job is defined as under:**

***Firm shall have past experience of carrying out Buffing and polishing of propeller Shaft/ Grinding Work/ Valve Repair/ Piping activities on board ship at Visakhapatnam.***

8.1.2. Bidder shall submit Purchase orders along with their work completion certificates, duly signed by the PO issuing firm as documentary evidence for technically qualifying under Para 8.1.1 above

8.2. **Non-compliance/submission of above conditions at para 8.1 above, render the bid liable for rejection**

#### **8.3. Joint Ventures and Holding Companies:**

(i) **Joint Venture:** Credentials of the partners of Joint ventures cannot (repeat cannot) be clubbed for the purpose of compliance of PQC in supply of Goods/Equipment, and each partner must comply with all the PQC criteria independently.

(ii) **Holding Company:** credentials of the Holding Company cannot (repeat cannot) be clubbed for the purpose of compliance of PQC in supply of Goods/Equipment, and each subsidiary must comply with all the PQC criteria independently. However, the financial standing credentials of a holding company can be clubbed with only one of its subsidiary bidding company having shares 51% and more with appropriate legal documents proving such ownership. Cases where Holding company is not fully (100%) owing the subsidiary bidding company, the holding company shall also provide a corporate guarantee on the subsidiary bidding company.



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8.4. The bidder is required to submit scanned copies of necessary documents as above to ascertain their qualifying status.

**8.5. Note:**

8.5.1. MDL reserves the right to demand for a hardcopy of any of the above documents and any other related documents, if required. Bidders shall comply with the same.

8.5.2. MDL reserves the right to verify the authenticity of the documents submitted / claims made by the bidder wherever felt necessary.

8.5.3. The work executed by the bidder for their in-house or capital use will not be considered for the purpose of bidder's experience or completion of similar works.

8.5.4. 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.

**9. VALIDITY PERIOD:** Bids/ Offers shall have a validity period of **120** days from the tender closing date.

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

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

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

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

**11.1.1. Technical bid shall contain following documents:** In case of Failure to submit the below mentioned documents, the bid may fall under liable for rejection.

i.	<p>Bidder should also upload scanned copies of following in the Prescribed Formats:</p> <ul style="list-style-type: none"><li>a) Tender Enquiry TEF/ Additional Service Level Agreement (ASLA) Acceptance Format (<b>Annexure - C</b>)</li><li>b) General Conditions of Contract (GCC) acceptance format (<b>Annexure-D</b>)</li></ul> <p>The above documents shall be; duly stamped, signed &amp; filled 'Accepted OR Not Accepted' as applicable for each of the clause.</p> <p>Normally deviations to the tender terms are discouraged. However, if the bidder has any deviations, the same should be filled in above formats mentioning the deviation against the relevant Tender clause no., failing which it will be construed that all clauses of Tender inquiry &amp; GCC appearing against the tender are understood by you and are fully acceptable to you. In the event bidder has no deviations, he should submit following forms mentioning 'Accepted'. Any deviations mentioned elsewhere in the offer other than in said Forms will not be considered.</p>
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ii.	Copy of <b>Blank rate sheet (Annexure B)</b> clearly indicating ' <b>Quoted/ Not-Quoted</b> ', also indicating the <b>percentage % of applicable taxes/duties</b> and <b>HSN/SAC number</b> against each of the listed, duly stamped & signed, should be uploaded.  (Bidder not quoting for all the services tendered & listed in the Rate Sheet shall be liable for rejection)
iii.	Bidders should upload <u>signed and stamped</u> <b>acceptance of GST Terms and conditions (Annexure-F)</b>
iv.	<b>Undertaking of CONFLICT OF INTEREST</b> as per <b>tender clause 40</b> on <b>Firm's letterhead.</b>
v.	Bidder should upload scanned copy of <b>tax and duties certificate (e.g. GST registration)</b> for which they are registered. Scanned image of Valid GST Registration Certificate (All pages).
vi.	Duly filled Declaration Certificate for Local content in <b>Annexure – M.1.</b> (Bidders submitting incomplete local content certificate or not indicating / not specifying the local content percentage or/ and location of local value addition in the declaration certificate will be liable for rejection)
vii.	Declaration by bidder for Restrictions under rule 144(xi) of <b>General Financial Rules</b> GFRs, (2017) on firm's letterhead ( <b>Annexure – H</b> ).
viii.	scanned Copies of work Orders, Work Completion Certificates, and Performance reports for the job executed, in support of Similar Work as mentioned at para 8.1.
ix.	Copies of valid <b>UDYAM Registration</b>
x.	Copies of valid <b>Start-Up</b> Registration and Approval certificates (if any)
xi.	Scanned image of PAN card.
xii.	RTGS/ NEFT - Mandate Authorization Form ( <b>Annexure-L</b> )
xiii.	Bidders registered with MDL should scanned and upload valid Registration Certificate issued by MDL.

### Note:

- i) **Non submission of above documents mentioned at Sr. (i) to (viii) in technical bids, shall render the bid liable for rejection**
- ii) Bidders in their own interest are requested to upload their bids well in advance of tender closing date to avoid the last-minute difficulties in uploading the bids. Problems in hardware/software, internet connectivity, system configurations, Browser setting etc, for whatsoever reason shall not be considered for extension of tender closing date and time.

### 11.1.2. **Part- II (Price Bid):**

- i. **Bidder shall quote the Lump Sum price in the GEM which will be on all-inclusive basis i.e. including GST, Manpower, duties, local levies/**



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**consumables etc. However, the applicable taxes/duties & levies will be indicated separately in the rate sheet. Illustration of Rate sheet format is as per Annexure B.**

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

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

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

11.1.4. **Opening of Price e-Bid (Part-II):** After completion of Techno-commercial scrutiny, intimation for price e-bid opening will be communicated only to techno-commercially accepted bidders. Bidder (s) to note that such intimation may be given at a short notice by Fax, E-mail or even by telephone only to techno-commercially accepted bidder(s). Techno-commercially qualified bidders can also witness opening of price bids online from their locations by logging on GEM Portal.

## 12. **ELECTRONIC REVERSE AUCTION:**

Reverse Auction shall be applicable to this tender. Methodology of Reverse auction will be as per GEM PORTAL.

## 13. **PRICING:**

13.1. Contract Price shall remain firm and fixed during duration of contract.

13.2. **Bidder shall quote the lump sum price in the GEM which will be on all-inclusive basis i.e. including GST, Manpower, duties, local levies/ consumables etc. However, the applicable taxes/duties & levies will be indicated separately in the rate sheet. Illustration of blank Rate sheet format to be uploaded in technical bid is as per Annexure B.**

13.3. Bidder shall verify and confirm their price before final submission in GEM Portal.

13.4. If a firm quotes NIL charges/ consideration against the tender, the bid shall be treated as unresponsive and will not be considered.

13.5. No increases in price shall be admissible/allowed on account of any statutory increase in or fresh Imposition of GST, customs duty or on account of any other taxes/ duty/ cess/ levy), leviable in respect of the goods and services specified in the said contract which takes place after the original delivery date.

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

13.7. Notwithstanding any stipulation in the contract for increase in price on any other ground including price variation clause or foreign exchange rate variation, no such increase which takes place after the original delivery date shall be admissible on such of the said goods as are delivered after the said date.

13.8. MDL shall not be bound by any printed conditions or provisions in the bidder's bid forms or acknowledgement of Order/Contract, invoices, packing list and other documents which purport to impose any conditions at variance with or supplemental to Order/Contract.



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### **14. PRICE VARIATION CLAUSE: NOT APPLICABLE**

### **15. PARALLEL ORDER: NOT APPLICABLE**

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

- 16.1. Techno-Commercially Qualified Lowest Bidder will be evaluated by GeM.
- 16.2. Bidders have to quote their price, applicable taxes (viz. GST%, CESS etc.) as per rate sheet available on GeM Portal.

### **17. OPTION CLAUSE:**

The buyer can increase or decrease the contract quantity or contract duration up to 50 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 50 percent. Bidders are bound to accept the revised quantity or duration.

### **18. PURCHASE PREFERENCE /CONTRACT PLACEMENT:**

- 18.1. Procurement through GeM shall be governed by the PPP MII 2017 Order as implemented on the GeM platform and ASLA Purchase Preference Clause 31.
- 18.2. MDL has right to negotiate with L1 bidders on the quoted prices as specified in the extent of purchase Manual. However, it shall be ensured that Local Content percentage as declared by the vendor is maintained or increased but not reduced.

### **19. WORK DONE CERTIFICATE:**

- 19.1. On satisfactory completion of work, WDC shall be prepared on monthly basis by the contractor within 02 days from the date of completion of tasks.
- 19.2. The job completion shall be certified by MDL birth executive not below rank of CM. Preparation of Work done statement/certificate (WDC) will be contractor's responsibility. Necessary service entry shall be made in SAP by WDC certifying authority (an executive in the rank of Chief Manager or above) based on submitted WDC and will be submitted to the contractor for further invoicing. The WDC shall bear relevant Service Entry Sheet No., PO No., respective item Sr. No, and sub service line item of the PO. The WDC shall be submitted along with copy of inspection reports.
- 19.3. The WDC shall include cumulative statement of jobs carried out till last WDC. The WDC shall clearly mention the scheduled dates for start and EDC /delivery of the jobs (as given to the contractor by MDL) and the actual dates of start and completion.
- 19.4. The contractor has to follow the schedule given strictly in order to maintain the overall progress of Ship. LD shall be applicable in case of delays non-attributable to any convincing reasons.
- 19.5. In case of delays, the duration along with numbers of delayed days shall be specified in respective WDCs to invoke LD Clause and effect recoveries from contractor's invoice.
- 19.6. WCC shall be on the basis of actual work carried out and accepted by MDL.
- 19.7. WCC and invoices shall be forwarded for payment based on work completed as per release note. Partial completion shall not be accepted.
- 19.8. WDC and WCC will be issued and certified by MDL executive (SM/OIC) not below rank of CM.
- 19.9. 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. TERMS OF PAYMENT:**

- 20.1. 100% payments on the basis of monthly bills will be paid within 15 days of, issue of Service Delivery Acceptance Certificate (SDAC)(In case of Online submission of invoices in GEM unless otherwise specified in STC / ATC) or receipt of physical invoice



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invoice(Offline Submission). The invoice shall be preferably submitted within four weeks of certification of Work Completion Certificate 'WCC'.

20.2. Work completion certificate should confirm that the work is completed in time or in case of delays, the duration be specified in this certificate to invoke LD Clause and effect recoveries from Contractors' invoice.

20.3. No advance will be paid in any manner against the contract.

### 20.4. **Payment Mode & Documents:**

- 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 and Work done certificate) certified by CM or above rank officer of MDL user department.
- The bills should be preferably submitted within four weeks of certification of Work Done Certificate 'WDC' to Receipts Sections adjacent to ARS punching station of South Yard along with Service entry through SAP system from user department

### 20.5. E-Invoice:

- 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".
- In case of failure to submit the E-Invoice/ or the self-declaration (if applicable), Tax invoice should be returned and claim will not be processed.

20.6. MDL has entered into an agreement with M/s receivables Exchange of India Limited (RXIL), M/s A. TRedS Ltd. (Invoice Mart) and M/s Mynd Solutions Pvt. Ltd. (M1 Exchange). As a special gesture, all the three discounting platforms i.e., M/s RXIL, Invoice Mart and M1 exchange have offered waiver of Registration/ On boarding fees to MDL vendors.

## **21. PERFORMANCE SECURITY (PERFORMANCE BANK GUARANTEE CUM SECURITY DEPOSIT)/E-PBG: NOT APPLICABLE**

## **22. GUARANTEE: NOT APPLICABLE**

## **23. TAXES & DUTIES:**

23.1. Bidder should indicate Taxes and Duties as applicable separately in the Rate sheet (**Annexure-B**), at the space provided for, which will be paid extra based on tax invoice to the extent applicable.

23.2. Bidder shall indicate GST no. and HSN/SAC no. separately & the percentage of the applicable taxes and Govt. levies in blank Price Bid submitted in Part I (Techno Commercial Bid) as well as in Part-II Price Bid. Details as under;

- GST No.:
- Type of dealer (composition/ Normal):
- SAC/HSN NO.:
- % of GST:



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- 23.3. The variation in statutory levies etc. are not allowed unless the breakups in respect of taxes duties are clearly and separately furnished in bid.
- 23.4. Bidders are required to submit their provisional ID with HSN number, along with documentary proof. MDL's provisional GST ID is 27AAACM8029J1ZA.
- 23.5. Bidders are required to comply with all the provisions applicable under the GST Act. (Please refer **Annexure F**)
- 23.6. GST shall be payable extra as quoted and agreed as per GST Laws.
- 23.7. Vendor shall mention the HSN code for goods and/or services in their tax invoice, etc. These codes must be in accordance with GST Laws and responsibility of specifying correct HSN codes for goods and/or services is that of the vendor. MDL shall not be responsible for any error in HSN code for goods and/or services specified by supplier / contractor. Supplier /Contractor shall pay penalty and/ or interest imposed on MDL or any loss due to delay in availing ITC by MDL or any loss of ITC to MDL due to errors by vendors at any stage. MDL reserves right to recover any such interest, penalty or loss from any amount due to supplier /contractor or otherwise.
- 23.8. In case, MDL is unable to avail ITC, supplier/contractor at their own cost shall rectify the shortcoming in the returns to be filed immediately thereafter. Further, if the ITC is delayed / denied to MDL / reversed subsequently as per GST Laws due to non / delayed receipt of goods and / or services and / or tax invoice or expiry of timelines prescribed in GST Laws for availing ITC, non-payment of taxes or non-filing of returns or any other reason not attributable to MDL, supplier /contractor shall pay any loss of amount along with interest and penalty on MDL under GST Laws for the number of days the ITC was delayed. If the short coming is not rectified by supplier/contractor and MDL ends up in reversal of credits and / or payments, supplier /contractor is fully liable for making good all the loss incurred by MDL. MDL reserves right to recover any interest, penalty or loss from any amount due to supplier /contractor or otherwise
- 23.9. The GST registration number (15 digit GSTIN) issued by GoI shall be mandatorily provided by the vendor. Vendor having multiple business verticals within state / at multiple states with separate GST registration numbers shall forward GSTIN of only that vertical which is involved in supply of goods and/or services. MDL GSTIN is 27AAACM8029J1ZA and vendor shall mention the same while invoicing and avoid any data entry error on GST portal.
- 23.10. Vendor shall ensure timely submission of invoice as per the provisions / requirement / timeline promulgated by GOI in relation to GST Law with all required supporting documents to enable MDL to avail input tax credit promptly. The vendors invoice inter alia should contain GSTIN of vendor, GSTIN of MDL (i.e. 27AAACM8029J1ZA), GST tax rate separately, HSN code wise goods or services, place of supply, signature of vendor, etc. Original invoice needs to be submitted to Bill Receipt Centre at MDL gate.
- 23.11. vendor shall file all applicable returns under GST Laws in the stipulated time and any losses of tax credit to MDL arising due to delay in filing will be recovered from their invoice wherever MDL is eligible to avail tax credit. Any default towards payment of tax and / or uploading of monthly returns by supplier/contractor, MDL retains right to withhold payments towards tax portion until the same is corrected and complied by the supplier/contractor with the requirement of GST along with satisfactory evidence.
- 23.12. The rate sheet enclosed at Annexure B with the tender will indicate the rates to be entered under each head wherever applicable. Bidders must clearly mention the applicable taxes and duties. The item-wise rates (Inclusive of packing forwarding, freight & insurance) quoted in the rate sheet should exclude taxes and duties. Bidder should indicate GST rates as applicable separately under each of the head in the same Rate sheet, which will be paid extra based on tax invoice to the extent applicable. The GST will be applicable on total basic rate of each item.
- 23.13. As per GST act, TDS will be deducted while making payment.



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**24. LOADING CRITERIA: NOT APPLICABLE**

**25. MODIFICATIONS TO THE BID:** As per GEM Rules.

**26. LIQUIDATED DAMAGES/ PENALTY:**

- 26.1. Time is an essence of the contract therefore the job, as ordered, should be completed on the dates mutually agreed upon in accordance with the delivery schedule.
- 26.2. In case of delay in mobilization beyond 5 days, LD will be applicable @.5% per week up to maximum 5% of contract value.
- 26.3. In case of delay not attributable to MDL beyond the agreed schedule, the Contractor shall pay Liquidated Damages, a sum representing 0.5% (Half percent) of delayed part of service per week or part thereof, subject to maximum of 5% of order value of work.
- 26.4. In case of delay attributable to the contractor, as indicated in WDC by WDC issuing authority, LD/ Penalty shall be levied on the undelivered portion of service. In such cases, the duration along with numbers of delayed days shall be specified in respective WDCs to invoke LD / Penalty clause and effect recoveries from the contractor's invoice.

**27. 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 bidder who have downloaded the document under their login. However, the bidder's 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 bidder 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.

**28.** 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.

**29. FREE ISSUE OF MATERIAL: NOT APPLICABLE**

**30. NON-DISCLOSURE AGREEMENT: NOT APPLICABLE**

**31. PURCHASE PREFERENCE TO MAKE IN INDIA 2017:**

- 31.1. Procurement through GeM shall be governed by the PPP MII 2017 Order as implemented on the GeM platform.
- 31.2. Purchase preference will be given to MSEs having valid Udyam Certificate and whose credentials are validated online through Udyam Registration portal as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry.
- 31.3. If the bidder wants to avail themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. Relevant documentary evidence in this regard shall be



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uploaded along with the bid in respect of the offered product or service, and Buyer will decide eligibility for purchase preference based on documentary evidence submitted in case of product bids, whereas in case of services the eligibility is automatically validated.

31.4. The buyers are advised to refer the OM\_No.1\_4\_2021\_PPD\_dated\_18.05.2023 for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

31.5. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price.

### 31.6. Declaration by Local Supplier:

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

31.6.2. **The bidders shall provide a self-certificate, as per Annexure-M.1, giving the percentage of local content.**

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

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

31.6.5. After the contract is awarded and the services/ supplies are completed, the supplier shall provide a "Local content certificate" (Annexure-M.2) declaring the actual Local content percentage achieved while executing the contract. In case of failure to provide Local Content Certificate for the executed order within reasonable time, the issue be referred for debarment.

31.6.6. 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.

31.6.7. 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



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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.

- 31.6.8. On scrutiny of offer, if all the bidders participating in the tender happen to have either not submitted the declaration certificate or not declared / specified the local content percentage in the declaration certificate or specified local content lower than the minimum local content requirement as per the tender, the subject tender shall be cancelled & matter shall be taken up with Ministry through MDL Nodal Executive. Meanwhile, re-tendering may be done without applying the provisions of said Order for need fulfilment of MDL.
- 31.6.9. On opening of the price bids, if it is identified that there is difference in local content declaration made & local content percentage as per price quoted is now not meeting (i.e. lesser than) the specified tender requirement, then such bidder shall be disqualified and shall not be considered for ranking purpose. The bid would be treated / considered as given false declaration and necessary action for debarment shall be initiated.

### 31.7. **Debarment of bidders / suppliers:**

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

### 32. **LAND BORDER CLAUSE :**

#### **(Compliance of Public Order on Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017) REFER ANNEXURE -H)**

- 32.1. MoF DoE vide OMs No 6/18/2019-PPD dated 23 Jul 2020 & 24 Jul 2020 and OM No F.7/10/2021/-PPD(1) dated 23.02.2023 has promulgated restrictions and procedure for buying from a bidder from a country which shares a land border with India under GFR Rule 144 (xi) on the grounds of Defence of India and National Security for information and compliance.
- 32.2. The Orders stipulate mandatory registration with competent authority and seeking certificate of compliance with this Order from the bidder from a country which shares a land border with India in the tender process. Exclusions from these restrictions have also been enlisted in the Order. The Competent authority for the purpose of registration under this Order shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT).
- 32.3. 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



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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.

- 32.4. 'Bidder' (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- 32.5. "Bidder (or entity) from a country which shares a land border with India" for the purpose of this Order means: -
- An entity incorporated, established or registered in such a country; or
  - A subsidiary of an entity incorporated, established or registered in such a country; or
  - An entity substantially controlled through entities incorporated, established or registered in such a country; or
  - An entity whose beneficial owner is situated in such a country; or
  - An Indian (or other) agent of such an entity; or
  - A natural person who is a citizen of such a country; or
  - A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
- 32.6. The beneficial owner for the purpose of (30.5) above will be as under:
- 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—
    - "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;
    - "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholder's agreements or voting agreements;
  - 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;
  - 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;
  - 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;
  - 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.
- 32.7. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.



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- 32.8. The registration shall be valid at the time of submission of bid and at the time of acceptance of bid.
- 32.9. If the bidder was validly registered at the time of acceptance / placement of order, registration shall not be a relevant consideration during contract execution
- 32.10. Bidder must submit the Compliance Certificate w.r.t Land Border Clause as per the enclosed format (Restrictions under rule 144(xi) of general financial rules GFRs, (2017)) at **Annexure- H**.

### **33. GENERAL CONDITIONS OF CONTRACT (GCC):**

- 33.1. The General Conditions of Contract enclosed at **Annexure-E** shall be an integral part of tender.
- 33.2. Bidders shall submit the GCC acceptance form duly filled (**Annexure-D**), along with their techno-commercial offer.

### **34. CONTACTING MDL DURING THE EVALUATION:**

If a Bidder needs to contact MDL for any reason relating to this tender and/ or its bid, it should do so only in writing or electronically. Any effort by a Bidder to influence MDL during the processing of bids, evaluation, bid comparison or award decisions shall be construed as a violation of the Code of Integrity, and bid shall be liable to be rejected as nonresponsive in addition to other punitive actions for violation of Code of Integrity as per the Tender Document.

### **35. PUBLIC GRIEVANCE CELL:**

A Public Grievance Cell has been set up in the MDL, Mumbai. Members of public having complaints or grievances are advised to contact there on Wednesday between 10.00 hours and 12.30 hours or send their complaints / grievances to him in writing for redressal.

### **36. COMPLIANCE TO STATUTORY REQUIREMENTS:**

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

### **37. WORKMEN SAFETY AND INSURANCE:**

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

### **38. SITE VISIT:**

- 38.1. Bidder shall visit the actual site at MDL, for ascertaining the nature & entire scope of work, job requirement, technical specifications, tools & tackles & measuring



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instruments required, for carrying out the job and intermediate checks, the environment under which the work needs to be carried out at worksite in MDL premises, site conditions etc.

- 38.2. In case of any doubt, Bidders are advised to contact/visit MDL prior to uploading their bid. The bidder needs to take appointment for the visit prior 2 days. Visit shall be well before tender closing date & Last minute visit call/ mails shall not be entertained. In this regard, please contact following MDL Officials: **Mr. Rahul Kumar Mishra, DM (P-17A) Tel. No.: 022-2376 3349 email: [rkmishra@mazdock.com](mailto:rkmishra@mazdock.com).**

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

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

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

### **40. CONFLICT OF INTEREST AMONG BIDDERS**

40.1. Bidders having a conflict of interest shall not be eligible to participate in the tender process unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Procuring Entity throughout the Tender process and execution of the Contract.

40.2. The bidder shall be considered to have a conflict of interest in this tender process and execution of the resultant contract in the following situations: -

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

40.3. **The bidder shall submit the undertaking for the above paras along with part I Bid.**

### **41. 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



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Competition Act, 2002, as amended by the Competition (Amendment) Act, 2007. Such practices should be severely discouraged with strong measures. In case of evidence of cartel formation, detailed cost analysis may be done by associating experts if necessary. Besides, suitable administrative actions can be resorted to, such as rejecting the offers, reporting the matter to trade associations, the Competition Commission or NSIC, etc., and requesting them, inter-alia, to take suitable strong actions against such firms. New firms may also be encouraged to get themselves registered for the subject goods to break the monopolistic attitude of the firms forming a cartel. Changes in the mode of procurement (GTE instead of OTE) and packaging/slicing of the tendered quantity and items may also be tried. A warning clause may also be included in the bid documents to discourage the bidders from indulging in such practices. Purchaser may also debar the tenderers indulging in cartel formation/collusive bidding/bid rigging for a period of two years from participation in the tenders of the Purchaser.

### **42. INSTRUCTION TO BIDDERS:**

- 42.1. From the time of bid submission to awarding the contract, no bidder shall contact MDL on any matter relating to the submitted bid. If a Bidder needs to contact MDL for any reason relating to this tender and/ or its bid, it should do so only in writing or electronically. Any effort by a Bidder to influence MDL during the processing of bids, evaluation, bid comparison or award decisions shall be construed as a violation of the Code of Integrity, and bid shall be liable to be rejected as nonresponsive in addition to other punitive actions for violation of Code of Integrity as per the Tender Document.
- 42.2. MDL reserves its right to accept or reject any or all bids, abandon / cancel the tender process, and issue another tender for the same or similar Goods/Services at any time before the award of the contract. It would have no liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for such action(s).
- 42.3. Contractors shall not engage employees of other contractors presently working in MDL & recorded at Security Dept. The contractor can engage such employee if other contractor gives No Objection Certificate for such engagement & cancel the name of such desirous employee from his roll & accordingly convey to Security. The contractor engaging such employee without permission is liable for penalty including termination of contract & forfeiture of Security Deposit. Such penalty can also be imposed if it is observed that supervisors/ Workers deployed by contractor are not on their roll as per statement submitted by him at Security.
- 42.4. Discrepancies can be observed in responsive tenders between the original copy and other copies of the same tender set. In such a case, the text, and so on, of the original copy will prevail. Such a discrepancy in an offer should be conveyed to the tenderer asking him to respond by a target date and if the tenderer does not agree to MDL's observation, the tender is liable to be rejected. In e-Procurement there could be discrepancies between the uploaded scanned copies and the Originals submitted by the bidder.
- 42.5. 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.
- 42.6. Entry Pass for Contractors and their workmen: Bidders shall comply with the "MDL Security Procedures laid down in MDL for entry passes in respect of Contractors and their workmen" which is available in the home page of OUTSOURCING DEPT. of MDL



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Website [www.mazadock.in](http://www.mazadock.in) →Tenders → Shipbuilding Outsourcing → SB-OTS Notification

- 42.7. In the event of placement of order on unregistered vendor, the firm shall apply for registration through MDL SR&R Dept./ Outsourcing dept., Tel. No. 23763350, within one month from placement of order.
- 42.8. In case of the performance of the contractor is not satisfactory, MDL reserves the right to cancel the order.
- 42.9. No claims by the firms will be entertained after 03 years from date of execution/completion of order.
- 42.10. In case of proper on-line filling of Acceptance Formats for Tender Enquiry Form and General Conditions of Contract (GCC), it shall be presumed that all our tender terms & conditions are acceptable to you.
- 42.11. The Reference Price, if Any, indicated anywhere in the tender document against each line item is only notional and has no commercial relevance. Therefore, such reference price should not be considered as guidance price and the bidders shall quote their price based on their costing and pricing policies.
- 43.** 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,**

**Jaspreet Singh  
(OUTSOURCING DEPARTMENT)**

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

<b>Annexure – A</b>	Scope of work
<b>Annexure – B</b>	Illustrative Rate sheet format.
<b>Annexure – C</b>	Tender Enquiry (TEF) Acceptance format
<b>Annexure – D</b>	General Conditions of Contract (GCC) Acceptance format
<b>Annexure – E</b>	General Conditions of Contract (GCC)
<b>Annexure – F</b>	GST terms & conditions
<b>Annexure – H</b>	Declaration by bidder for Restrictions under rule 144(xi) of general financial rules GFRs, (2017)
<b>Annexure – K</b>	MDL Bank account details for remittance of SD.
<b>Annexure – L</b>	RTGS/ NEFT - Mandate Authorization Form
<b>Annexure – M.1</b>	Declaration of Local Content Certificate
<b>Annexure – M.2</b>	Actual Local Content Certificate
<b>Annexure – T</b>	Details of Contact Person



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[Annexure-A](#)



## **Mazagon Dock Shipbuilders Limited** **Project Management Team-P17A**

### **SCOPE OF WORK FOR THE SERVICES REQUIRED FOR BUFFING AND POLISHING OF PROPELLER BLADES & HUB DURING GRDD OF Y-12652, Y-12653 AND Y-12654 AT NAVAL DOCKYARD, VIZAG OR HSL VIZAG.**

1. **Background:** Services are required for Buffing and Polishing of Propeller Blades and hubs during GRDD of Y-12652, Y-12653 & Y-12654 at Naval Dockyard, Visakhapatnam/ HSL Vizag.
2. **Technical Specification:**  
**Dimensions of Propeller blades and hub are:**
  - i. Propeller Diameter- 4400 mm
  - ii. Hub Diameter- 1220 mm
  - iii. Blade length- around 1600 mm
  - iv. Chord of the blade is around 1100-1200 mm.
3. **Contractor Scope of Supply.**
  - i. All equipment, tools, tackles, polishing machines, buffing wheels, polishing compounds, cleaning agent.
  - ii. Manpower required for carrying above activities along with dock entry security passes.
  - iii. Safety Gears / PPEs while carrying out work.
  - iv. Scaffolding/ Staging: Contractor shall arrange scaffolding / staging required for buffing / polishing of hubs.
  - v. Housekeeping / Cleaning of workplace.
  - vi. Any facilities not indicated in MDL scope but required for completion of work shall be arranged by contractor at own cost.
4. **Procedure for Undertaking Work:**
  - i. Contractor shall arrange Scaffolding/ Staging material required for buffing / polishing.
  - ii. Surface oxidation, stains, marine deposits and minor surface imperfections shall be removed and a smooth surface finish shall be achieved without altering the original blade profile, geometry, dimensions or hydrodynamic characteristics of the propeller.
5. **Mobilization Period:** Contractor shall deploy manpower within 05 days from date of intimation by MDL.



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## **Mazagon Dock Shipbuilders Limited** **Project Management Team-P17A**

### **SCOPE OF WORK FOR THE SERVICES REQUIRED FOR BUFFING AND POLISHING OF PROPELLER BLADES & HUB DURING GRDD OF Y-12652, Y-12653 AND Y-12654 AT NAVAL DOCKYARD, VIZAG OR HSL VIZAG.**

#### **6. Inspection & Test Certificates:**

- Inspection agency: MDL Guarantee Team.
- MDL has the right to carry out random inspection to ensure that the Contractor is adhering to laid down conditions in terms of quality of work. The contractor shall provide free access to the work being done for such inspection.
- Final inspection and acceptance shall be carried out jointly by Ship Staff (User) and MDL Representative.

#### **7. Contract Duration & Completion Period:**

- Contract Duration: 01 Year
- Tentative commencement date shall be intimated by MDL.
- Work shall be released through written schedules jointly prepared by Contractor and Project Manager.
- Instruction Register and Hindrance Register shall be maintained.
- Duration for completion shall be as per tender requirements.
- Delay beyond scheduled completion shall attract Liquidated Damages. Delay beyond scheduled completion shall attract Liquidated Damages.

#### **8. WORK DONE CERTIFICATION:**

- Work Done Certificate (WDC): WDC shall be issued on satisfactory completion of work with inspection and acceptance reports. The agency responsible to issue WDC shall be Chief Manager and above rank of MDL officer.
- The WDC must explicitly mention the following, in the absence of which, any delay in clearance of bills for payment by MDL shall not be MDL's responsibility.
  - Order no. & Order date.
  - Ship/Yard no.
  - Description of the work carried out (tallying with the description mentioned in the Order for the various jobs).
  - Confirmation of submission of reconciliation report.
  - If Liquidated Damages(LD)are applicable or not. In case, LD is applicable, number of delayed days to be specified in the WDC by WDC issuing authority.
- Work will be released to the Contractor by means of written Schedule jointly prepared within overall contracted period between Contractor & Project Manager/ his representative. Delay attributable to contractor without valid reason will attract L.D.

*Handwritten signature*



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## **Mazagon Dock Shipbuilders Limited** **Project Management Team-P17A**

### **SCOPE OF WORK FOR THE SERVICES REQUIRED FOR BUFFING AND POLISHING OF PROPELLER BLADES & HUB DURING GRDD OF Y-12652, Y-12653 AND Y-12654 AT NAVAL DOCKYARD, VIZAG OR HSL VIZAG.**

#### **9. Liquidated Damages:**

In cases of delay not attributable to MDL beyond the agreed schedule, the Contractor shall pay liquidated damages, a sum representing 0.5% (Half per cent) of delayed part of services per week or part thereof, subject to maximum of 5% of final order value of work.

In case of any delay attributable to MDL as certified by the officer in the rank of Chief Manager and above from the concerned department, such period will not be considered for the purpose of levy of liquidated damages.

#### **10. Rate Sheet**

Sr No	Description	Unit	Qty				Unit Rate (Rs)
			Y-12652	Y-12653	Y-12654	Total	
1.	Buffing and polishing of Propeller blades and Hub Note: 01 set consist of 01 Propeller hub and 05 blades mounted on it.	Set	02	02	02	06	

जे. जी. सहारकर  
J. G. SAHARKAR  
उप महाप्रबंधक (पीपी एवं सी-पी१७ए)  
DGM/OIC (PP&C-P17A)  
माझगांव डॉक शिपबिल्डर्स लिमिटेड  
MAZAGON DOCK SHIPBUILDERS LIMITED



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**Annexure-B**

**ILLUSTRATIVE RATE SHEET FORMAT:**

**a) BLANK rate sheet in below format to be uploaded in technical bid:**

Sl.	Description	Unit	QTY	Unit rate	Applicable tax rate	HSN no.	Total excluding taxes(Rs.)	Lump sum price including taxes(Rs.)
1	Buffing & Polishing of Propeller Blades and Hub. Note: 1 Set consist of 1 Propeller hub and 5 blades mounted on it.	Set	6	Quoted/ Not Quoted	.....%	.....	Quoted/ Not Quoted	Quoted/ Not Quoted
							<b>Total Price including taxes</b>	<b>Quoted/ Not Quoted</b>

COMPANY'S NAME & ADDRESS:

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

SIGNATURE:

DATE:

NAME:

DESIGNATION:

BIDDER'S COMPANY SEAL:

**NOTE:**

- This rate sheet is only for illustration purpose & for the purpose of indicating tax and whether quoted / not quoted, as per clause 11.1.v of Additional Service Level Agreement (SLA).
- BIDDER HAS TO QUOTE LUMP SUM PRICE ONLINE AS PER THE PRICE BID FORMAT AVAILBALE ON GEM-PORTAL.
- Bidder shall quote the lump sum price in the GEM which will be on all-inclusive basis i.e. including GST, Manpower, duties, local levies/ consumables etc., However, the applicable taxes/duties & levies will be indicated separately in the rate sheet.
- Quantity shown is indicative. However, Payment shall be made as per actual work done.



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Annexure-C

**TENDER ENQUIRY FORM (TEF) ACCEPTANCE FORMAT:**

To,  
MAZAGON DOCK SHIPBUILDERS LIMITED  
OUTSOURCING DEPARTMENT.

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

COMPANY'S NAME & ADDRESS:

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

SIGNATURE:

DATE:

NAME:

DESIGNATION:

BIDDER'S COMPANY SEAL:

**NOTE:**

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



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Annexure-D

**GENERAL CONDITIONS OF CONTRACT (GCC) ACCEPTANCE FORMAT (Tender Annexure - E):**

(Refer Annexure –E for General Conditions of Contract Applicable to this tender)

To,  
MAZAGON DOCK SHIPBUILDERS LIMITED  
OUTSOURCING DEPARTMENT.

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

COMPANY'S NAME & ADDRESS:

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

SIGNATURE:

DATE:

NAME:

DESIGNATION:

BIDDER'S COMPANY SEAL:

**NOTE:**

1. Bidders should carefully read the General Conditions of Contract (GCC) at ASLA clause 31 prior to filling up this acceptance format.
2. This format should be properly filled, signed and bidder shall upload the scanned copy of the same online.
3. Bidder(s) should indicate "ACC" for Accepted, "DEV" for Deviation Taken for each clause number in the above table.

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.



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[Annexure-E](#)

**GENERAL CONDITIONS OF CONTRACT**  
**(Integral part of this tender)**

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.

**CONDITIONS OF GGC ARE LISTED AS UNDER:**

1. **TENETS OF INTERPRETATION**

Unless where the context requires otherwise, throughout the contract:

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



## 2. **LANGUAGE OF CONTRACT**

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

## 3. **GOVERNING LAWS AND JURISDICTION**

### 3.1 **Governing Laws and Jurisdiction**

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

### 3.2 **Changes in Laws and Regulations**

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

## 4. **CONFIDENTIALITY**

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.

## 5. **PERMITS, APPROVALS AND LICENSES**

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



## 6. **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.

## 7. **DEFAULTS, BREACHES & TERMINATION OF CONTRACT**

Termination due to Breach, Default, and Insolvency

### (a) **Defaults and Breach of Contract**

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

#### i. **Default in Performance and Obligations**

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

#### ii. **Insolvency**

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

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

### (b) **Notice for Default**

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

### (c) **Terminations for Default**

- i. Notice for Termination for Default: In the event of unsatisfactory resolution of 'Notice of Default' within two weeks of its issue as per sub clause above, MDL if so decided, shall by written Notice of



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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.

### 8. **CLOSURE OF CONTRACT**

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

### 9. **COMMUNICATION AND LANGUAGE FOR DOCUMENTATION**

Any letter, facsimile message, e-mail intimation or notice sent to the Bidder/Supplier/ Contractor at the last known address mentioned in the offer / order



shall be deemed to be valid communication for the purpose of the order/contract. Unless stated otherwise by the purchaser, Language for communication and all documentation shall be same, which the Purchaser has used, in the tender enquiry.

**10. CANCELLATION OF TENDER**

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

**11. PURCHASER'S PROPERTY**

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

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

**12. RECOVERY-ADJUSTMENT PROVISIONS**

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

**13. INDEMNIFICATION**

The Bidder / Supplier / Contractor, his employees, licences, agents or Sub-Supplier / Sub-contractor, while on site of the Purchaser for the purpose of this contract, indemnifies the Purchaser against direct damage and/or injury to the property and/or the person of the Purchaser or that of Purchaser's employees, agents, 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.

**14. TRANSFER OF SUPPLIERS / CONTRACTOR'S RIGHTS**

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

**15. SUBCONTRACT AND RIGHT OF PURCHASER**

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



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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.

**16. AGENTS/AGENCY COMMISSION – Not Applicable for this tender**

**17. USE OF UNDUE INFLUENCE / CORRUPT PRACTICES**

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

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

**18. IMMUNITY OF GOVERNMENT OF INDIA CLAUSE**

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

**19. EXPORT LICENCE: Not Applicable for this tender**

**20. BANNED OR DE-LISTED CONTRACTORS / SUPPLIERS**

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

**21. DUTY OF PERSONNEL OF SUPPLIER/CONTRACTOR**

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.



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## 22. **DISPUTE RESOLUTION MECHANISM AND ARBITRATION**

### (a) **Dispute resolution mechanism(DRM)**

- i. Any dispute/differences between the parties arising out of and in connection with the contract shall be settled amicably by mutual negotiations at HoS/HoD level.
- ii. In case of non-settlement by (i) above, if at any time, before, during or after the contract period any unsettled claim, dispute or difference arose between the parties, upon or in relation to or in connection with or in any way touching or concerning this tender/agreement/order/contract, the same shall be referred to the concerned Functional Director.
- iii. 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.
- iv. 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.
- v. In case the issues/disputes do not get settled within a period of six months from the date of submission of the dispute to the Grievance Cell, then the contractor may invoke Arbitration Clause of the contract.

### (b) **Arbitration**

Unresolved disputes/differences, if any, shall then be settled by Arbitration.

The Arbitration proceedings shall be conducted at Mumbai, India, in English Language, under the Arbitration and Conciliation Act, 1996 as amended from time to time and the rules thereunder.

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

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

## 23. **JURISDICTION OF COURTS**

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

## 24. **CONTRACT LABOUR (REGULATION AND ABOLITION) ACT 1970**



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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.

### 25. **MINIMUM WAGES ACT**

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

### 26. **BONUS ACT**

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

### 27. **FACTORIES ACT**

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

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

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

### 28. **EMPLOYEES' PROVIDENT FUNDS AND MISCELLANEOUS PROVISIONS ACT, 1952**

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

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

(b) under the Family Pension Scheme, and

(c) under the Employees' Deposit Linked Insurance Scheme and pay the contributions both in respect of his employees and his own. He shall submit all the necessary returns and other particulars periodically as prescribed under the said Act. Contractor / Bidder shall cover from the first day working all his contract labour on MDL jobs by filling requisite returns to concerned Statutory



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TWO BID GEM TENDER [GEM/2026/B/7739679](#)- Annual Rate Contract (ARC) for hiring of services for Buffing and Polishing of Propeller Blades & Hub during GRDD of P17A Ships at Naval Dockyard, Vizag or HSL Vizag

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 nos 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.

### 29. **EMPLOYEES' STATE INSURANCE ACT**

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

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

### 30. **SAFETY**

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

**31. POLICE VERIFICATION OF EMPLOYEES**

Contractor / Bidder shall have to produce and submit to the Chief Security Executive of Purchaser, verification through state 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.

**32. FORCE MAJEURE**

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

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

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



### 33. **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:

- a) 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.
- b) 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.
- c) 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.
- d) 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.
- e) 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.
- f) 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



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TWO BID GEM TENDER GEM/2026/B/7739679- Annual Rate Contract (ARC) for hiring of services for Buffing and Polishing of Propeller Blades & Hub during GRDD of P17A Ships at Naval Dockyard, Vizag or HSL Vizag

### Annexure-F

#### TERMS RELATED TO TAXES (GST)

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



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TWO BID GEM TENDER **GEM/2025/B/7021885**- Annual Rate Contract for Mechanical Wire Brushing & Oiling of Tanks on MPV Ships at MDL/ MBPt/ Nhava Yard.

**Annexure-H**

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

**(On bidder's Letter Head)**

Declaration of Compliance of Order (Public Procurement No.1, 2, 3 & 4) dtd 23 Jul 2020, 24 Jul 2020 and 23.02.2023 on Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017

(Before completing this declaration, bidders must study the General Conditions, Definitions, Govt Directives applicable in respect of Public Procurement No.1, 2, 3 & 4) dtd 23 Jul 2020, 24 Jul 2020 & 23.02.2023 on Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017& prescribed tender conditions).

**DECLARATION BY AUTHORISED SIGNATORY OF THE FIRM**

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

- 1) The facts contained herein are within my own personal knowledge.
- 2) I have read the MoF DoE Order 0M No.F.7/10/2021/-PPD(1) (Public Procurement No. 4 order) dtd 23 Feb 2023 on the subject of Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017 regarding restrictions on procurement from a bidder of a country which shares a land border with India and comply to all the provisions of the Order
- 3) I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"
- 4) I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"
- 5) I understand that the submission of incorrect data and / or if certificate / declaration given by M/s \_\_\_\_\_(name of bidder entity) is found to be false, this would be a ground for immediate termination and further legal action in accordance with law as per Clause 12 of the Public Order on Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017

AUTHORISED SIGNATURE:

DATE:



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TWO BID GEM TENDER **GEM/2025/B/7021885**- Annual Rate Contract for Mechanical Wire Brushing & Oiling of Tanks on MPV Ships at MDL/ MBPT/ Nhava Yard.

**Annexure-L**

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

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

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

**Date**

**Suppliers Seal**

**Authorized Signature of the suppliers**

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

**Date**

**Bank's Stamp**

**Authorized Signatories of Bank Officers**



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[Annexure - M.1](#)

**DECLARATION CERTIFICATE FOR LOCAL CONTENT**

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

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

**IN RESPECT OF BID / TENDER No.** .....  
**ISSUED BY:** (Name of Firm):.....

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

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

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have read and understood the requirement of local content (LC) and same is specified as percentage calculated in accordance with the definition provided at clause 2 of revised Public Procurement (preference to Make in India) Order 2017.  
“Local content” as per above order means the amount of value added in India which shall be the total value of items procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value in percent.”
- (c) I have satisfied myself that the goods/services/works to be delivered in terms of the above-specified bid comply with the local content requirements as specified in the tender for ‘Class-I Local Supplier’ / ‘Class-II Local Supplier’, and as above.

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

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

Attach separate sheet duly signed if space is not sufficient

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

(f) 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.



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

**SIGNATURE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**Seal / Stamp of Bidder**



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**Annexure-M.2**

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

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

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

**IN RESPECT OF CONTRACT No./ PO No.....**

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

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

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

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

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

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

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

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

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

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

**SIGNATURE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**Stamp / Seal of the company**



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**Annexure-T**

**Vendor's Contact Details**

<b>Name of Firm</b>	
<b>Tender Executive – 1 Contact Details</b>	
<b>Name</b>	
<b>Designation</b>	
<b>Contact No.</b>	
<b>Email Id.</b>	
<b>Tender Executive – 2 Contact Details</b>	
<b>Name</b>	
<b>Designation</b>	
<b>Contact No.</b>	
<b>Email Id.</b>	