



दो बोली जीईएम -निविदा जीईएम /२०२३/ब/३३४२५११

TWO BID GEM BID GEM/2023/B/3342511 Biennial Rate Contract for Hydraulic oil, Lubricating oil, Fuel oil, coolant, Fresh Water samples for particulate Impurity test, Viscosity test, Salinity test, Water Contamination test, PH value, Potability test for P17 A ships.

Part A

ADDITIONAL SERVICE LEVEL AGREEMENT (SLA)

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

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

1. **DESCRIPTION OF WORK / SUPPLIES /SERVICES:** Biennial Rate Contract for Hydraulic oil, lubricating oil, Fuel oil, coolant, Fresh Water samples for particulate Impurity test, Viscosity test, Salinity test, Water Contamination test, PH value, Potability test for P17A ships.
2. **SCOPE OF WORK:** As per Annexure-A
3. **INSPECTION:** MDL, WOT & Ships staff. MDL reserves the right to inspect the Laboratory's periodically / randomly to ascertain the quality standards.
4. **CONTRACT VALIDITY & MOBILIZATION:**
 - 4.1. **Contract validity:** The contract shall be valid for two years from the date of start of contract. Any work released till the completion of contract shall be carried out by the contractor.
Tentative contract schedule: 01.06.2023 to 31.05.2025
 - 4.2. **Mobilization:** Successful contractor shall collect the samples from the ships located inside MDL/Mumbai port trust(MbPT) from the Officer in charge (OIC-Engg) within 01 working day of such intimation by MDL. During mobilization period, contractor should arrange entry passes for his employees for yard entry as per MDL's security procedures; no excuse for delay in commencing the work on this account will be entertained.
 - 4.3. The Contractor shall make available to MDL in advance, sufficient number of empty bottles for collection of samples. The sample bottles will be marked as per the following instructions for easy identification and handling. The firm shall ensure that proper blank labels, with necessary attributes are pasted/tagged on each sample bottle as mentioned in the SOW.
 - 4.4. The transportation/travelling required for providing empty bottles for samples from MDL/MbPT to the laboratory and for delivery of test reports to MDL shall be undertaken by the contractor within the quoted rates.
 - 4.5. 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. 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.

7.2. For the following conditions (other than non-negotiable conditions indicated at 7.1), equal time & opportunity for submission of deficient techno-commercial documents and clarifications shall be given to the bidders. Bidders are required to submit such documents/ clarifications within the duration / date stipulated by MDL, failing which their bids shall be rejected in following cases:

- 7.2.1. Bidder not quoting for all the services tendered & listed in the Rate Sheet.
- 7.2.2. Bidder's failure to submit sufficient or complete details, in case of deficiencies notices in evaluation of bids.
- 7.2.3. Incomplete/ misleading/ ambiguous bid in the considered opinion of the Technical Negotiation Committee (TNC)/ Commercial Negotiation Committee (CNC) of MDL.
- 7.2.4. Bid with technical requirements and/or terms not acceptable to MDL/ Customers/ External agency nominated, as applicable.
- 7.2.5. Bids received without pre-qualification documents, where required as per tender.
- 7.2.6. Bidders not meeting the Pre-Qualification parameters stipulated in tender enquiry.
- 7.2.7. Validity period indicated by bidder is shorter than that specified in the Tender Enquiry.
- 7.2.8. Bidders who have not agreed for the fixed price till the validity of the tender or have quoted the variable price.
- 7.2.9. Non-submission of Compliance Certificate w.r.t Land Border Clause as per the enclosed format (Restrictions under rule 144(xi) of general financial rules GFRs, (2017) at Annexure- H

8. TECHNICAL PRE-QUALIFICATION CRITERIA:

8.1. Similar work/job is defined as under:

- 8.1.1. Testing/chemical analysis of oils/coolants/fresh water samples executed in any Shipbuilding/Marine/any industrial organization.
- 8.1.2. The Laboratory must have valid certification for the tests from the designated authority's viz., NABL (National Accreditation Board for Testing & Calibration Laboratories) and shall ensure that during the entire duration of the rate contract, their laboratory has valid certification for the tests from the designated authority viz. NABL (National Accreditation Board for Testing & Calibration Laboratories)
- 8.1.3. The Laboratory shall be located in Mumbai or Thane or Palghar or Raigad Districts of Maharashtra.

Sr. no. 8.4 (i) and (ii) below not required for permanent registered vendors. However, such bidders should upload a scanned image of valid registration certificate; duly self-attested and stamped with their company seal.



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TWO BID **GEM BID GEM/2023/B/3342511** Biennial Rate Contract for Hydraulic oil, Lubricating oil, Fuel oil, coolant, Fresh Water samples for particulate Impurity test, Viscosity test, Salinity test, Water Contamination test, PH value, Potability test for P17 A ships.

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

i)	Bidders Company Profile.
ii)	Bidders Shop & Establishment certificate, Tax registration certificate and PAN card.
iii)	List of equipment held by them with model / year / working status along with details of their facilities and personnel with designation, qualification and experience to determine their capabilities.
iv)	The bidder should have a minimum average turnover of at least for Rs. 38,000.00 during the last three years ending 31st March 2022 (i.e. for FYs 2019-20, 2020-21 and 2021-22) and shall upload the audited balance sheet along with profit/loss account for the last three years.
v)	Bidder's experience of having successfully completed similar works defined at para 8.1 above, during last 7 years ending on 31 Mar 2023 should be either of the following:
a)	Three similar completed works each costing not less than Rs. 1.0 Lakhs. OR
b)	Two similar completed works each costing not less than Rs. 1.25 Lakhs. OR
c)	One similar completed work costing not less than Rs. 2.0 Lakhs.

Note

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

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



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

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

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

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

11.1. **Technical bid shall contain following documents:**

i.	<p>Bidder should also upload scanned copies of following in the Prescribed Formats:</p> <p>a) Additional Service Level Agreement Acceptance Format (Annexure – C) b) Standard Terms & Condition (ST&C) acceptance format (Annexure – E)</p> <p>The above documents shall be; duly stamped, signed & filled 'Accepted OR Not Accepted' as applicable for each of the clause.</p> <p>Normally deviations to the tender terms are discouraged. However, if the bidder has any deviations, the same should be filled in above formats mentioning the deviation against the relevant Tender clause no., failing which it will be construed that all clauses of Tender inquiry, STACs & GTACs 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>
ii.	<p>Copy of Blank rate sheet (Annexure B) clearly indicating 'Quoted/ Not-Quoted', also indicating the percentage % of applicable taxes/duties against each of the listed duly stamped & signed, should also be uploaded.</p>
iii.	<p>Bidders should upload <u>signed and stamped</u> acceptance of GST Terms and conditions (Annexure-F)</p>
iv.	<p>Bidder should scan and upload Acceptance on Firm's letterhead of:</p> <p>a) Validity of Offer (Clause No. 9)</p>
v.	<p>Bidder should upload scanned copy of tax and duties certificate (e.g. GST registration) for which they are registered. Scanned image of Valid GST Registration Certificate (All pages).</p>
vi.	<p>Bidder should upload <u>signed and stamped</u> acceptance of Statutory Compliances while deploying Contract Employees in MDL Premises and its units (Annexure-G).</p>
vii.	<p>Bidder should upload <u>signed and stamped</u> acceptance of Safety instruction for Sub-Contractor(Annexure- J).</p>
viii.	<p>To meet the qualification requirement at tender clause 8.1 & 8.4(v), Bidders should upload scanned Copies of work Orders, Work Completion Certificates, and Performance reports for the job executed.</p>
ix.	<p>Copies of valid UDYAM Registration and Approval certificates (if any) of the following shall be uploaded on-line:</p>



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	(a) Micro Enterprises. (b) Small Enterprises. (c) ISO Accreditation.
x.	Copies of valid Start-Up Registration and Approval certificates (if any)
xi.	Bidders not registered with MDL should scan and upload the following document. (a) RTGS/ NEFT - Mandate Authorization Form (Annexure-L) (b) Scanned image of PAN card. (c) Company Profile, Shop & Establishment
xii.	Bidders registered with MDL should scanned and upload valid Registration Certificate issued by MDL.

Note: Bidders in their own interest are requested to upload their bids well in advance of tender closing date to avoid the last minute difficulties in uploading the bids. Problems in hardware/software, internet connectivity, system configurations, Browser setting etc, for whatsoever reason shall not be considered for extension of tender closing date and time.

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

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

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

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

12. PRICING:

- 12.1. Contract Price shall remain firm and fixed for during duration of contract.
- 12.2. Bidder shall quote the price in the tender enquiry which will be inclusive of all costs such as all the expenses such as manpower, Consumables to be provided by Service Provider, High End Machinery & Equipment to be provided by Service Provider transport, travel, supervision, Material, equipment etc. and as per statutory requirements (minimum wages, PF, Insurance, etc.). However, the applicable taxes/duties & levies will be indicated separately in the rate sheet. The prices quoted shall remain firm and fixed during the currency of the order/contract. Illustration of Rate sheet format is as per Enclosure-2.



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

12.4. **OPTION CLAUSE:** The Purchaser reserves the right to increase or decrease the quantity to be ordered upto 50 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 50% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

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

13.1. Techno-Commercially Qualified Overall Lowest Bidder as evaluated by GeM will be considered for the placement of order for the entire tender quantity. Bidders have to quote their price, applicable taxes (viz.GST%, CESS etc.) as per rate sheet available on GeM Portal.

13.2. Bidder not quoting for all the services tendered & listed in the Rate Sheet are liable for rejection.

13.3. Bidder has to confirm that they have quoted all the line items by filling **Annexure B**.

14. WORK DONE CERTIFICATE:

Work Done Certificate prepared by the contractor and certified by executive of user department of rank of CM or above.

Work Completion Certificate (WCC) will be issued on satisfactory completion of respective work on submission of inspection/analysis report, certified by user department. The agency responsible to issue WCC shall be User department of rank of CM or above. Bills for payment should be sent along with original test reports and the same will be certified for payment.

15. TERMS OF PAYMENT:

15.1. 100% will be made through RTGS/NEFT between 15-20 days for actual quantities of work executed and on submission of documents as given below.

15.2. Work Completion certificate, Log Sheets/Service Report etc. shall be duly certified by executive of User Dept. not below the rank of Chief Manager.

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

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

15.5. As per latest GST Rules, from 1st April 2022, Vendors, whose aggregate turnover in any preceding financial year from 2017-2018 onwards, exceeds Rs. 10. Cr as per GST act, will have to issue e-Invoice with a QR code and Invoice Registration No. (IRN). However, this rule will not apply to Micro enterprise with Udyam Registration No. (URN), as their turnover is less than Rs. 5 Cr.

15.6. Wherever GST is applicable, payment will be released against e-Invoice, or Invoice accompanied with **Vendor's Self Declaration** that " **We do not fall under the category of registered persons notified under Rule 48(4) of the Central GST Rules, 2017 and we are not required to comply with e-Invoicing provisions under GST Act, as our aggregate turnover in any preceding financial year from 2017-18 onwards has not exceeded Rs. 10 Crores as per GST act**".



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15.7. 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.

16. **MODIFICATION:** Not applicable

17. **SECURITY DEPOSIT (SD)/e-PBG:** Not applicable to this tender.

18. **GUARANTEE:**

The contracted laboratory shall guarantee that the tests/chemical analysis carried out by them conform to the standards specified in the scope of work and relevant industry standards. The contracted laboratory shall also establish a system to enable tracing of and retention of tested samples (retention up to a period of 90 days for the purpose of counter checking the samples).

19. **PERFORMANCE BANK GUARANTEE (PBG):** NOT APPLICABLE

20. **TAXES & DUTIES:**

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

21. **LOADING CRITERIA:** NOT APPLICABLE

22. **FREAK LOW QUOTES:** NOT APPLICABLE

23. **WORKING ON MDL HOLIDAYS:**

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

24. **LIQUIDATED DAMAGES/ PENALTY:**

- 24.1. Time is the essence of a Contract/PO. Therefore, the job, as Ordered, should be completed on the dates mutually agreed upon in accordance with the delivery schedule. In case of delay, LD will be applicable @.5% per day up to maximum 5% of contract value.
- 24.2. Penalties shall be applicable as per GEM Service Level Agreement for Service category as mentioned.
25. 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.



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26. PURCHASE PREFERENCE TO MAKE IN INDIA: Not Applicable.

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

- 27.1. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. The competent authority for Purpose of registration under this order shall be registration committee constituted by department for promotion of industry and internal trade. (DPIIT)
- 27.2. Bidder means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical. Person not falling in any of the descriptions or bidders stated hereinbefore, including any agency branch-or office controlled by such person, participating in a procurement process.
- 27.3. Bidder 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.
- 27.4. The beneficial owner for the purpose of clause no.33.3 above, will be as under
- 27.4.1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person (s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means, Explanation: -
- 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 of management rights or shareholder's agreements of voting agreements;
- 27.4.2. In case of a partnership firm, the beneficial owner is the natural person (s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
- 27.4.3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person (s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
- 27.4.4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
- 27.4.5. In case of a trust, the identification of beneficial owner (s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership



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- 27.5. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- 27.6. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

28. The contract will be governed by Standard Terms and Conditions and General Terms and conditions while executing work. In case of discrepancy, clauses mentioned in Tender, Technical Scope and Rate sheet will override the clauses mentioned in other enclosures including STACS & GTACS. The Contractor shall also abide all statutory requirements, Official Secrets Act 1923, Security & Safety regulations, etc. as per references, which are part of this Tender & also adhere to the health, safety and environment norms, equipping their personnel with suitable safety gears, Personal Protective Equipment (PPEs), etc.

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

29. STANDARD TERMS AND CONDITIONS (STACs): Refer Annexure E

30. 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.

31. COMPLIANCE TO STATUTORY REQUIREMENTS:

- 31.1. 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.
- 31.2. Statutory compliances are enclosed at Annexure-G. Bidder should upload signed and stamped acceptance of Statutory Compliances while deploying Contract Employees in MDL Premises and its units (**Annexure- G**)

32. SAFETY GUIDELINES:

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

33. SITE VISIT:

- 33.1. Bidders may visit the actual site at MDL, for ascertaining the nature & entire scope of work, job requirement, technical specifications, tools & tackles & measuring instruments required, for carrying out the job and intermediate checks, the environment under which the work needs to be carried out at worksite in MDL premises, site conditions etc.
- 33.2. Bidders may visit MDL prior to uploading their bid. In this regard please contact following MDL Officials: **Mr. Pradeep Choudhary, Tel. no.: 022-23763363, email:pchoudhary@mazdock.com**

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

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



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- 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.

35. INSTRUCTION TO BIDDERS:

- 35.1. Contractors shall not engage employees of other contractors presently working in MDL & recorded at Security Dept. The contractor can engage such employee if other contractor gives No Objection Certificate for such engagement & cancel the name of such desirous employee from his roll & accordingly convey to Security. The contractor engaging such employee without permission is liable for penalty including termination of contract & forfeiture of Security Deposit. Such penalty can also be imposed if it is observed that supervisors/ Workers deployed by contractor are not on their roll as per statement submitted by him at Security.
- 35.2. The bidder / supplier / contractor declares that they being proprietors / directors / partners have not been any time individually or collectively blacklisted or banned or de-listed by any Government or quasi Government agencies or PSUs. If a bidder's entities as stated above have been blacklisted or banned or de-listed by any Government or quasi Government agencies or PSUs, this fact must be clearly stated and it may not necessarily be a cause for disqualifying him.
- 35.3. Entry Pass for Contractors and their workmen: Bidders shall comply with the "MDL Security Procedures laid down in MDL for entry passes in respect of Contractors and their workmen" which is available in the home page of OUTSOURCING DEPT. of MDL Website www.mazadock.in →Tenders → Shipbuilding Outsourcing → SB-OTS Notification
- 35.4. In the event of placement of order on unregistered vendor, the firm shall apply for registration through Smt. Sarkar Shipon, Manager, Outsourcing dept., Tel. No. 23763405, within one month from placement of order.
- 35.5. MDL reserves the right to consider placement of Order / Contract in part or in full against the tendered quantity or reject any or all bids or to cancel the tender without assigning any reason.
- 35.6. In case of the performance of the contractor is not satisfactory, MDL reserves the right to cancel the order.
- 35.7. In case of proper on-line filling of Acceptance Formats for Tender Enquiry Form, General Terms & Conditions (GT&C) and Standard Terms & Conditions (STACS), it shall be presumed that all our tender terms & conditions are acceptable to you.

36. We look forward to your participation in e-bidding by offering your most competitive and reasonable bid against this tender

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

**Deepak Bafila
(OUTSOURCING DEPARTMENT)**



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TWO BID **GEM BID GEM/2023/B/3342511** Biennial Rate Contract for Hydraulic oil, Lubricating oil, Fuel oil, coolant, Fresh Water samples for particulate Impurity test, Viscosity test, Salinity test, Water Contamination test, PH value, Potability test for P17 A ships.

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

Annexure – A	Scope of work
Annexure – B	Illustrative Rate sheet format.
Annexure – C	Additional Service Level Agreement (SLA).Acceptance format
Annexure- D	General Terms & Conditions Acceptance Format.
Annexure – E	Standard Terms & Conditions Acceptance Format.
Annexure – F	GST terms & conditions
Annexure – G	Statutory compliances by the sub-contractors\vendors while deploying contract employees in MDL premises and its units.
Annexure – H	Declaration by bidder for Restrictions under rule 144(xi) of general financial rules GFRs, (2017)
Annexure – I	Work Done certificate.
Annexure- J	Safety instruction for Sub-Contractor
Annexure – K	MDL Bank account details for remittance of SD.
Annexure -L	RTGS/ NEFT - Mandate Authorization Form
Annexure –M.1	Declaration of Local Content Certificate
Annexure –M.2	Actual Local Content Certificate
Annexure –N	Format for information of past orders.
Annexure – P	Technical documents to be uploaded in Technical Bid

REFERENCES:

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


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



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TWO BID GEM BID GEM/2023/B/3342511 Biennial Rate Contract for Hydraulic oil, Lubricating oil, Fuel oil, coolant, Fresh Water samples for particulate Impurity test, Viscosity test, Salinity test, Water Contamination test, PH value, Potability test for P17 A ships.

Annexure-A

 MAZAGON DOCK SHIPBUILDERS LTD	PROJECT MANAGEMENT TEAM	PROJECT: P17A
	SCOPE OF WORK FOR ANALYSIS OF OILS, COLLANT & FRESH WATER FOR PROJECT P17A.	PR No. 1110038893 Page # 1 of 5

1. Preservation, Setting to Work & Trials of various equipment's such as Gas Turbine, Reduction Gearbox, Main Diesel Engine, CPP & Shafting, High Pressure Air Compressor and DA installed on-board ships under construction at MDL, are being required to carry out regularly by MDL as per the respective equipment schedule. The various oil samples, which are leftover inside the equipment's / coolant (for engine cooling system), are required to be tested prior to each activity to check their suitability for use. The oil samples may either be fresh oil or used oil.

- a. The following are the general details, quantum & distribution of the work:


Sr.	Sample	Type of Test require to be carried out	No. of samples
1	Hydraulic Oil	Particulate impurity test, Viscosity test, Salinity test & Water contamination	60
2	Lubricating Oil	Particulate impurity test, Viscosity test & Salinity test & Water contamination test	300
3	Fuel Oil	Water contamination test & particulate impurity test & Water contamination	60
4	Coolant	pH value test	30
5	Fresh Water	Potability test as per IS 10500 (2012 (fitness for safe human consumption)	40

- b. Particulate impurity tests are to be carried out for "Fine Particles (Insoluble Impurities)".
- c. All the mandatory potability test of Fresh Water (FW) samples, drawn from tanks on-board the ships, are required to be carried out as per standard. Regulations/ Specifications/Practice to ensure the potability of the water, i.e., fitness for safe human consumption.
- d. It may be noted that the total quantity (no. of samples to be tested) is tentative only and may vary depending upon the progress / requirement of work on the Yards
- e. The test report must mention the permissive limits of the various characteristics/ components & the result found out in samples.
- f. General *indicative information* (specifications, etc.) about the oils:



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TWO BID GEM BID GEM/2023/B/3342511 Biennial Rate Contract for Hydraulic oil, Lubricating oil, Fuel oil, coolant, Fresh Water samples for particulate Impurity test, Viscosity test, Salinity test, Water Contamination test, PH value, Potability test for P17 A ships.


 MAZAGON DOCK SHIPBUILDERS LTD	PROJECT MANAGEMENT TEAM	PROJECT: P17A
	SCOPE OF WORK FOR ANALISYS OF OILS, COLLANT & FRESH WATER FOR PROJECT P17A.	PR No. 1110038893 Page # 2 of 5

- i) Turbonycoil 600:
- Kinematic viscosity at 100 deg. C: 4.90 to 5.40 mm²/s
 - Kinematic viscosity at 40 deg. C: Min 23.0 mm²/s
 - Kinematic viscosity at -40 deg. C: Max 13000 mm²/s
 - Density @ 20 deg. C: 0.993 Kg/dm³
 - Flash point (min.): Min 246 deg. C
 - Pour point (max.): Max -54 deg. C
- ii) OMD – 113:
- SAE classification: SAE 30
 - Viscosity at 99 deg. C: 11.9 to 13.5 cSt
 - Viscosity at 0 deg. C: 3300 cSt
 - Pour point (max.): -18 deg. C
 - Flash point closed (min.): 180 deg. C
 - Total base no. (min.): 9.0 mgKOH/g
- iii) OM – 33:
- Viscosity at 0 deg. C: max. 500 cSt
 - Viscosity at 40 deg. C: 28.8 to 35.2 cSt
 - Flash point (min): 160 deg. C
 - Pour point (max.): -30 deg C
- iv) OM-100:
- Kinematic Viscosity @ 40 deg C: 72 to 81 mm²/s
 - Kinematic Viscosity @ 100 deg C: Min 8.0 mm²/s
 - Flash point (min): 170 deg. C
 - Pour point (max.): -06 deg C
- v) 15W40
- Density @ 15 deg C: 0.88 kg/l
 - Viscosity @ 40 deg C: 105 cSt
 - Viscosity @ 100 deg C: 14.2 cSt
 - Viscosity Index: 138
 - Flash point: 215 deg. C
 - Pour point: -33 deg C
 - Total base no.: 10 mgKOH/g



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TWO BID GEM BID GEM/2023/B/3342511 Biennial Rate Contract for Hydraulic oil, Lubricating oil, Fuel oil, coolant, Fresh Water samples for particulate Impurity test, Viscosity test, Salinity test, Water Contamination test, PH value, Potability test for P17 A ships.

 MAZAGON DOCK SHIPBUILDERS LTD	PROJECT MANAGEMENT TEAM	PROJECT: P17A
	SCOPE OF WORK FOR ANALYSIS OF OILS, COLLANT & FRESH WATER FOR PROJECT P17A.	PR No. 1110038893 Page # 3 of 5

2. General:

- i) The Contracted Laboratory shall collect the samples of Hydraulic Oil/ Lubricating Oil/Fuel Oil/Coolant/Fresh water from equipment/ machineries/tanks installed on-board the ships located inside MDL/Mumbai Port Trust (MbPT), from the ship's Officer-in-Charge (Engineering) {OIC (Engg)} within **one** (1) working day of such intimation by MDL.
- ii) The Contracted Laboratory shall make available to MDL in advance, sufficient number of empty bottles for collection of samples. The sample bottles will be marked as per the following instructions for easy identification and handling. The firm shall ensure that proper blank labels, with the following necessary attributes, are pasted / tagged on each sample bottle provided to the respective OIC (Engg) of Yard/Ship: -


Sr. No.	Description	Significance
a)	Yard no.	Y 12651, Y12652, Y12653 & Y12654
b)	Equipment	Oil/Coolant/FW sample pertaining to the equipment/tank
c)	Sampling Date	Date on which sample taken
d)	Type of sample	Hydraulic Oil/ Lubricating Oil/ Fuel Oil/ Coolant/ Fresh Water.
e)	Type (s) of Tests	Particulate impurity test/ Viscosity test/ Salinity test/ Water contamination test/pH value/ Potability test.

- iii) The transportation/travelling required for providing empty bottles for samples, for collection of samples from MDL/ MbPT to the Laboratory and for delivery of test reports to MDL shall be undertaken by the contracted Laboratory within the quoted rates.
- iv) All test equipment, reagents, consumables used for testing should be of standard quality and conform to ISI/International/ASTM standards for all aspects including calibration traceability. A copy of calibration Test Certificate/ Manufacture's Certificate issued with standard testing equipment and material shall have to be furnished to MDL as and when sought.
- v) The contracted laboratory shall ensure that during the entire duration of the rate Contract, their Laboratory has valid certification for the tests from the designated authority's viz., NABL (National Accreditation Board for Testing & Calibration Laboratories).



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TWO BID GEM BID GEM/2023/B/3342511 Biennial Rate Contract for Hydraulic oil, Lubricating oil, Fuel oil, coolant, Fresh Water samples for particulate Impurity test, Viscosity test, Salinity test, Water Contamination test, PH value, Potability test for P17 A ships.

 MAZAGON DOCK SHIPBUILDERS LTD	PROJECT MANAGEMENT TEAM	PROJECT: P17A
	SCOPE OF WORK FOR ANALYSIS OF OILS, COLLANT & FRESH WATER FOR PROJECT P17A.	PR No. 1110038893 Page # 4 of 5

vi) Assurance of quality & correctness of testing is the responsibility of the contracted Laboratory and the Laboratory shall ensure that the quality assurance norms are being followed, especially as the water samples cleared through potability test shall be consumed by personnel on-board the ship.

vii) Any material, facility required directly or indirectly for carrying out the job, if not mentioned in MDL's scope, has to be arranged by the subcontracted laboratory.

viii) Copy of all correspondences, in connection with the order, with any authority in the Yard must be forwarded to outsourcing dept. on day-to-day basis.

3. Work Completion Certification

On completion of the tests asked for, deliver the test reports along with the Work Done Certificate (WDC) on Contracted Laboratory's letterhead for certification to respective OIC (Engg).

4. Pre-qualification Criteria

i) Testing/chemical analysis of oils/coolants/fresh water samples executed in any Shipbuilding/Marine/any industrial organization.

ii) The Laboratory must have valid certification for the tests from the designated authority's viz., NABL (National Accreditation Board for Testing & Calibration Laboratories).

iii) The Laboratory shall be located in Mumbai or Thane or Palghar or Raigad Districts of Maharashtra.

5. Guarantee & Warranty

The contracted laboratory shall guarantee that the tests/chemical analysis carried out by them conform to the standards specified in the scope of work and relevant industry standards. The contracted laboratory shall also establish a system to enable tracing of and retention of tested samples (retention up to a period of 90 days for the purpose of counter checking the samples).

6. Inspection


MDL reserves the right to inspect the Laboratory's premises periodically / randomly to ascertain the quality standards.






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 MAZAGON DOCK SHIPBUILDERS LTD	PROJECT MANAGEMENT TEAM	PROJECT: P17A
	SCOPE OF WORK FOR ANALYSIS OF OILS, COLLANT & FRESH WATER FOR PROJECT P17A.	PR No. 1110038893
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7. Responsibility Matrix:

S. No.	Job	Description of Job	Contractor	MDL
1	Documentation	Issuance of documents if any	-	Y
		Submission of copies relevant to WCC's as per SOW	Y	-
		Preservation of Oil Samples	Y	-
2	Materials	Handing over of empty bottle to ship for Oil samples	Y	-
		Oil Sample collection from MDL/MbPT/Naval Dockyard	Y	-
3	Services	Arrangement of Gate pass for personnel	Y	Y
4	Extra Work	Extra testing of oil samples as required by MDL as per existing rate	Y	-
5	WDC	Submission of Inspection reports and WCC's as per SOW	Y	-
		Issue of WDC by user dept.	-	Y

8. Rate Sheet:

S. No.	Description	Qty (Nos)	Unit Rate (Rs)	Total Cost (Rs)
1	Testing of Hydraulic Oil Sample	60 nos.		
2	Testing of Lubricating Oil Sample	300 nos.		
3	Testing of Fuel Oil Sample	60 nos.		
4	Testing of Coolant	30 nos.		
5	Testing of Fresh Water Samples	40 nos.		


गोविंद प्रजापति
GOVIND PRAJAPATI
मुख्य प्रबंधक / प्रभारी अधिकारी-यांत्रिकी (यार्ड-१२६५१)
CHIEF MANAGER /OIC-ENGG (Y-12651)
माझगांव डॉक शिपबिल्डर्स लिमिटेड
MAZAGON DOCK SHIPBUILDERS LIMITED


स्वप्निल व. पाटील
SWAPNIL V. PATIL
मुख्य प्रबंधक ज.नि. -अभियंता
CHIEF MANAGER SB-ENGG
माझगांव डॉक शिपबिल्डर्स लिमिटेड
MAZAGON DOCK SHIPBUILDERS LIMITED



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TWO BID **GEM BID GEM/2023/B/3342511** Biennial Rate Contract for Hydraulic oil, Lubricating oil, Fuel oil, coolant, Fresh Water samples for particulate Impurity test, Viscosity test, Salinity test, Water Contamination test, PH value, Potability test for P17 A ships.

Annexure-B

RATE SHEET FOR ANALYSIS OF OIL, Coolants & Fresh Water Samples FOR P17A SHIPS

S.No	Description	QTY	Unit Rate(Rs)	Total Cost (Rs)	HSN/SAC no.	Applicable Tax Rate
1	Testing of Hydraulic Oil Sample	60 nos.				
2	Testing of Lubricating Oil Sample	300 nos.				
3	Testing of Fuel Oil Sample	60 nos.				
4	Testing of Coolant	30 nos.				
5	Testing of Fresh Water Samples	40 nos.				



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Annexure-C

ADDITIONAL SERVICE LEVEL AGREEMENT (SLA) ACCEPTANCE FORMAT:

To,
MAZAGON DOCK SHIPBUILDERS LIMITED
OUTSOURCING DEPARTMENT.

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

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 TERMS & CONDITIONS ACCEPTANCE FORMAT:

To,
MAZAGON DOCK SHIPBUILDERS LIMITED
OUTSOURCING DEPARTMENT.

GT&C CLAUSE No.	BIDDER'S REMARK	GT&C CLAUSE No.	BIDDER'S REMARK	GT&C CLAUSE No.	BIDDER'S REMARK
	Acc/Dev		Acc/Dev		Acc/Dev
A10		A90		A170	
A20		A100		A180	
A30		A110		A190	
A40		A120		A200	
A50		A130		A210	
A60		A140		A220	
A70		A150		A230	
A80		A160			

COMPANY'S NAME & ADDRESS:

SIGNATURE:

DATE:

NAME:

DESIGNATION:

BIDDER'S COMPANY SEAL:

NOTE:

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



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Annexure-E

STANDARD TERMS AND CONDITIONS (STACs):

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

102. The word '**Contractor / Bidder**' means the person / firm / Company who undertakes to manufacture and/or supply and/or undertake work of any nature assigned by the Purchaser from time to time and includes its successors or assignees.

103. 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 Sub-contractor / Supplier / Supplier 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.

120. GENERAL

121. 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 STC.

200. COMMUNICATION & LANGUAGE FOR DOCUMENTATION

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

210. PURCHASER'S PROPERTY.

211. 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 / 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.

212. On completion of work in any compartment / location, the contractor must ensure that the place is left in a reasonably clean state and all scrap/Rubble/Debris/refuse is transferred to nearby scrap/Garbage/refuse bins.

213. The Purchaser would provide on demand the requisite material to be supplied as per the Contract. On completion / execution of the contract a reconciliation statement detailing quantity of material issued, quantity used for the contract, scrap generated, quantity returned to Stores and certificate regarding protection of Intellectual Property Rights will have to be submitted along with certified Invoice/s before payment/s are effected. Any excess consumption of material on account of wastage / damage, re - work not attributable to Purchaser will be suitably recovered from the Bidder / Contractor.

220. RISK PURCHASE

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



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

230. RECOVERY-ADJUSTMENT PROVISIONS:

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

250. INDEMNIFICATION

251. The Contractor / Bidder, his employees, licencees, agents or Sub-Supplier / Subcontractor, 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 Contractor / Bidder, his employees, licencees, 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.

260. TRANSFER OF SUPPLIER'S / CONTRACTOR'S RIGHTS:

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

270. SUBCONTRACT & RIGHT OF PURCHASER

271. The Contractor / Bidder shall 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 Contractor / Bidder is debarred all from future tender enquiries / work orders. However, in no circumstances a contractor is permitted to subcontract any part of the contract to the bidders who had quoted for the concerned tender.

280. PATENTRIGHTS.

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

290. Agents / Agency Commission:

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



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

300. USE OF UNDUE INFLUENCE / CORRUPT PRACTICES:

301. The Contractor / Bidder undertakes that he has not given, offered or promised to give, directly or indirectly any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the Purchaser or otherwise in procuring the contract or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the Contract with the Purchaser for showing or forbearing to show favour or disfavour to any person in relation to the Contract or any other Contract with the Purchaser. Any breach of the aforesaid undertaking by the Contractor / Bidder or any one employed by him or acting on his behalf (whether with or without the knowledge of the Contractor / Bidder) or the commission of any offence by the Contractor / Bidder or any one employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1980 or the Prevention of Corruption Act, 1947 or any other Act enacted for the prevention of corruption shall entitle the Purchaser to cancel the contract and all or any other contracts with the Contractor / Bidder and recover from the Contractor / Bidder the amount of any loss arising from such cancellation. A decision of the Purchaser or his nominee to the effect that a breach of the undertaking has been committed shall be final and binding on the Contractor / Bidder.

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

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

330. BANNED OR DE-LISTED CONTRACTORS / FIRMS / SUPPLIERS.

331. The bidders 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' 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.

340. DUTY OF PERSONNEL OF SUPPLIER / SUPPLIER



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

350. DISPUTE RESOLUTION MECHANISM AND ARBITRATION

351. DISPUTE RESOLUTION MECHANISM (DRM)

- i) Any dispute/differences between the parties arising out of and in connection with the contract shall be settled amicably by mutual negotiations.
- ii) In case of non-settlement by (i) above, if at any time, before, during or after the contract period any unsettled claim, dispute or difference arose between the parties, upon or in relation to or in connection with or in any way touching or concerning this tender/agreement/order/contract, the same shall be referred to the concerned Functional Director.
- 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 scrutinize the claims/disputes that have been referred to the concerned functional Director and make efforts for amicable settlements by mutual discussions/negotiations.
- iii) In case no amicable settlement is arrived by (ii) above within a period of three months, then the contractor shall approach Public Grievance Cell and address the disputes as per the provisions made under the relevant clause of the contract.
- iv) In case the issues/disputes do not get settled within a period of six months from the date of submission of the dispute to the Grievance Cell, then the contractor may invoke Arbitration Clause of the contract.

352. ARBITRATION.

Unresolved disputes/differences, if any, shall then be settled by arbitration. The Arbitration proceedings shall be conducted at Mumbai, India, in English Language, under the Arbitration & Conciliation Act, 1996. MDL prefers to have arbitration through Institutes such as Indian Council of Arbitration (ICA)/ICA-DR, with the mutual consent of the parties.

353. 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.

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

351. Any dispute / differences between the parties arising out of and in connection with the contract shall be settled amicably by mutual negotiations. Unresolved disputes/ differences, if any, shall be settled by Arbitration and the arbitration proceedings shall be conducted at Mumbai (India) in English language, under the Indian Arbitration and Conciliation Act, 1996. MDL may prefer to have arbitration through Institutes such as Indian Council of Arbitration (ICA)/Indian Merchant Chambers (IMC), in which case appointment of separate arbitrator by both sides and then appointment of third arbitrator will not be required.

352. In case of unresolved difference / dispute between Purchaser and Supplier, being a Public Sector Enterprise, shall be referred by either party to the Department of Public Enterprises, as per extant guidelines. (Any changes to arbitration clause must be vetted by CS & LE Deptt before incorporation in contract/PO).

360. JURISDICTION OF COURTS

361. 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.



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370. CONTRACT LABOUR (REGULATION & ABOLITION) ACT 1970

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

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

- i. Pay in time, on or before 7th of every succeeding month not less than the prescribed minimum wages (as stipulated under item V (a) or V (b) of the Form VI prescribed Under Rule (25) 1 of the Act as applicable.
- ii. Disburse Wages in respect of workers working on Purchaser's jobs inside the premises under the supervision of nominated representative of the Purchaser.
- iii Production of Wage / Attendance Register along with E. S. I. & P. F. Statements to Corporate Personnel Department (from 8th to 15th of every succeeding month) for verification of the same as required under the Contract Labour (Regulation and Abolition) Act 1970.
- iv. Forwarding to the respective Divisional Personnel Department a list of deductions and contributions duly effected from the salary / wages on Contract Labour engaged on Purchaser's jobs in respect of Employees' Provident Fund, Employees' Family Pension Fund and Employees' State Insurance Scheme, with reasons for non-deduction, if any, duly clarified by passing suitable remarks against the name of concerned employee on the list.
- v. Comply with all the statutory regulations and requirements concerned with employment of contract labour on Purchaser's jobs and shall follow all orders / decisions of the Government in this respect. Contractor / Bidder shall furnish all the statutory half yearly returns / six monthly statements concerning with such contract labour to the Licensing Executive in Form No. XXIV as per Rule 82 (1) of Contract Labour (Regulation & Abolition) Act 1970 and also forward a copy of these with necessary statistical information of manpower employed to the Corporate Personnel Department.

373. 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.

380. MINIMUM WAGES ACT

381. 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 State Government 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.

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

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

390. Bonus Act

391. 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.

400. Factories Act



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

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

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

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

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

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

ii. under the Family Pension Scheme, and

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

412. The Contractor / Bidder through his own P. F. code number shall fill in P. F. / Pension settlement forms of all the employees engaged in Purchaser's Yard, well in advance of last working day and forwards the said settlement forms to the respective P. F. Commissioner's office for settlement. Contractors who are yet to obtain PF code shall apply for Code no s to PF Commissioners Office & 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.

413. 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

420. Employees' State Insurance Act

421. 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.

422. 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 & Scheme. The contract employees who are out of coverage of ESI Act & Scheme should be covered under Group Insurance Policy linked with workman compensation Act. Those Bidders / contractors do not have their ESI Code No.; they should submit documentary evidence of application for obtaining ESI Code no to Corporate Personnel Department.

430. SAFETY:

431. 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



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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.

432. 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 likely to be disallowed for work.

440. POLICE VERIFICATION OF EMPLOYEES

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



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Annexure-E

STANDARD TERMS AND CONDITIONS ACCEPTANCE FORMAT:

To,
MAZAGON DOCK SHIPBUILDERS LIMITED
OUTSOURCING DEPARTMENT.

STAC CLAUSE No.	BIDDER'S REMARK	STAC CLAUSE No.	BIDDER'S REMARK
	Acc/Dev		Acc/Dev
101		300	
102		330	
103		340	
120		350	
200		360	
210		370	
220		380	
230		390	
250		400	
260		410	
270		420	
280		430	
290		440	

COMPANY'S NAME & ADDRESS:

SIGNATURE:

DATE:

NAME:

DESIGNATION:

BIDDER'S COMPANY SEAL:

NOTE:

1. Bidders should carefully read the Standard Terms & Conditions of the Tender (STACs) prior to filling up this acceptance format (available on MDL Web site)
2. This format should be properly filled, signed and bidder shall upload the scanned copy of the same online.
3. Bidder(s) should indicate "ACC" for Accepted, "DEV" for Deviation Taken for each clause number in the above table.

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-F

TERMS RELATED TO TAXES (GST)

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



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Annexure-G

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

(1) Labour Licence:

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

(2) Commencement / Completion of work

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

(3) Daily attendance of contract employees:

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

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



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

(5) **Provident Fund Coverage:**

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

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

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

(7) **Payment of wages / salaries:**

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



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

(8) **Provident Fund Coverage:**

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

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

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

(10) **Payment of wages / salaries:**

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



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- (b) The contractors shall responsible for payment of prescribed minimum wages for his employees in MDL premises on or before 10th day of the expiry of the wage period.
- (c) No wage period shall be exceed one month in case of monthly period.
- (d) The contractors shall submit copy of the remittance of salary/wages through NEFT/RTGS of his contract employees to the HR- Contract & Outsourcing Dept
- (e) The wages shall be paid when deduction of any kind except those specified by the Government under the provisions of the payment of Wages Act 1936.
- (f) The contractors must submit Xerox copy of the muster of his employees as well as copy of wages/payments every month to the HR- Contract & Outsourcing Dept

(11) Payment of Minimum wages

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

The rates of Minimum Wages whichever is higher will be applicable in respect of the specific 'Scheduled Employment' as declared by the Dy. Chief Labour Commissioner (Central Govt) Mumbai time to time.

(12) Medical Examination of Sub Contract/Outsourced employee

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

(13) Health, Safety and Welfare

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

(14) Maintenance of record /register:

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

- i. Muster cum Attendance Register
- ii. Register of Wages.



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- iii. Register of overtime.
- iv. Leave Register
- v. Bonus Register

(15) Display of Notices

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

(16) Working on weekly Off and holidays:

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

(17) Applicability of labour laws:

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



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Annexure-H

(On bidder's Letter Head)

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

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

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

B) "Bidder" for the purpose of this Order (Public Procurement No.1, 2 & 3) (including the term 'tenderer', 'consultant' 'vendor' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.

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

Note: "Beneficial owner" for the purpose of above paragraph (C) will be as under:

I. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person(s), has a controlling ownership interest or who exercises control through other means. Explanation- a) "Controlling ownership interest" means ownership of, or entitlement to, more than twenty-five per cent of shares or capital or profits of the company; b) "Control" shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholder's agreements or voting agreements;

II. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

III. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

IV. Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;



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V. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

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

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

(On bidder's Letter Head)

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

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

DECLARATION BY AUTHORISED SIGNATORY OF THE FIRM

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

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

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

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

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

AUTHORISED SIGNATURE:

DATE: _____



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Illustrative format of Work Done Certificate:

Annexure-I

Format of Work Done Certificate

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

WDC Ref. no.

WDC date:

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

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

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

Amount claimed upto previous WDC: \ (exclusive taxes)
 Amount claimed under this WDC: \ (exclusive taxes)
 Cumulative amount claimed as on date: \ (exclusive taxes)
 Order value: \ (exclusive taxes)

From Contractor

From MDL

Signature & stamp of Contractor.

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

Date:

Date



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Annexure-J

SAFETY INSTRUCTION FOR SUB-CONTRACTOR

1. Scope of Work:

- a. To develop consciousness and to create an awareness amongst the sub-contractor and their employees/workman regarding the general procedures and practices for safe conduct of their work at all times.
- b. This brings out procedures, standard practices etc. and would serve as the reference material to all Sub-Contractors.
- c. This document is only for providing guidance to the sub-contractors and does not replace the safety rules detailed in Factory Acts 1948 and Maharashtra Factory Rule 1963 as amended till date.

2. General Safety Guidelines:

- 1.1 The Contractor shall ensure that his employees/workmen subject themselves to medical examinations required under the law and keep a record of the same. (As per the "Factory Acts 1948" and the Maharashtra Factory Rules 1963 as amended till date).
- 1.2 Workers and supervisors engaged in the work shall be competent and undergone Safety training by MDL Safety section before deployment on job inside the MDL.
- 1.3 Contractor should go through MDL safety manual and follow the safety procedures wherever applicable.
- 1.4 The contractor must observe all safety precautions in connection with the work performed by him. No job should be undertaken where question of safety remains unanswered.
- 1.5 The Contractor shall not permit any employee/workmen to enter the work area under the influence of alcohol.
- 1.6 Smoking is strictly prohibited.
- 1.7 Fishing is not permitted in the yard.
- 1.8 Report promptly any situation affecting the safety of any person.
- 1.9 All stairways, Platforms and Walkways must be kept clean at all the times.
- 1.10 Make proper use of all safety devices and guards provided.
- 1.11 All employees shall wear personal protective equipment as appropriate while working.
- 1.12 The workmen of the contractor must wear fire retardant boiler suit/overall while working in MDL premises. The Sub-contractor shall be required to provide their workmen with Boiler suits of suitable colour with name of the contractor on the boiler suits in prominent letters.
- 1.13 The contractor should ensure that First Aid boxes are provided at the work place.
- 1.14 Do not leave tools/items on the floor or where they can fall on people below.
- 1.15 On completion of work in any location, the contractor must ensure that the place is left in a clean state and all scrap is disposed to nearby appropriate scrap bins.
- 1.16 All storage container must be clearly marked indicating the nature of contents.
- 1.17 No one except Driver (Operator) is allowed to ride/drive Jumbo/forklift/Powered trolleys/Crane etc.

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

1.19 Action by person noticing Fire:

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

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

3. Personnel Protective Equipment and other Safety Accessories:

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

Sl. No.	Description of Activity	PPE's & Other essential Safety accessories to be used
1	Welding/Gouging	Boiler Suit, Helmet, Hand Gloves, Leg Guard, Face Shield with glass, Leather Aprons, Leather Sleeves, Skull Cap, Safety Shoe, Mask, ear plug etc.
2	Gas Cutting/Gas Welding	Boiler Suit, Helmet, Hand Gloves, Leg Guard, Cutting Goggle with glass, Leather Aprons, Skull Cap, Safety Shoe, Spark Light, ear plug, Tip Cleaner, Mask, Flash back arrestor etc.
3	Blasting & Painting	Boiler Suit, Helmet, Hand Gloves, Goggle, Leather Sleeves, Safety Shoes, Respiratory Mask, Apron, Ear Plug etc.
4	Manual Lifting	Boiler Suit, Helmet, Hand Gloves, Safety Shoe etc.
5	Working at Height	Boiler Suit, Helmet, Hand Gloves, Safety Shoe, Full Body Safety Harness etc.
6	Working on Fragile Roof	Helmet, Hand Gloves, Safety Shoe, Full Body Safety Harness, Scrawling Board, Duck Ladder, Lifeline system etc.
7	Working in Confined Spaces	Boiler Suit, Helmet, Hand Gloves, Safety Shoe, Respiratory Mask, Portable light, ear plug, Multi Gas Detector, Fume extractors etc.
8	Material Movement/Lifting/Turning	Boiler Suit, Helmet, Hand Gloves, Safety Shoe, Slings/Tackles/Shackles, Mask etc.



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

4. Safety Guidelines:

4.1 Safety during Cutting & Welding:

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

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- 4.1.13 All cutting equipment should be removed/shifted from compartments and confined spaces to open decks during breaks and at end of shift.
- 4.1.14 Gas hoses shall be disconnected from the manifold/cylinder after stoppage of work on the day.
- 4.1.15 All welding and cutting operations carried on in confined spaces shall be adequately ventilated to prevent the accumulation of toxic materials or possible oxygen deficiency.

4.2 Safety while Material Handling/Lifting and Turning:

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

4.3 Safety while working on height:

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

- 4.3.1 Before starting work ensure that the supervisor is available at site and he has got the work permit issued by the authorised person.
- 4.3.2 Use a sufficient supply of sound staging material and appliances for the construction of scaffolding.
- 4.3.3 All planks and other materials intended to be used for staging shall be carefully examined before being taken into use.



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

4.4 Hand Tools and Power Tools:

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

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

5. **Electrical Safety:**

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

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

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

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

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

9. Safety while working in Confined Spaces:

- 9.1 Before starting work ensure that the supervisor is available at site and he has got the work permit issued by the authorised person.
- 9.2 Prepare adequate emergency arrangements before the work starts.
- 9.3 Testing the air is necessary to check before starting the work that it is free from both toxic and flammable gas/vapours and that it is fit to breathe. Testing should be carried out by a competent person using a suitable gas detector which is correctly calibrated.
- 9.4 Proper ventilation arrangement should be made before starting the work.
- 9.5 Adequate light arrangement should be available.
- 9.6 Use only 110V power supply while working in confined space.
- 9.7 When work is being carried out in a confined space, another person should be assigned to outside the confined space to maintain communication with the worker inside. Sufficient number of rescue personnel should also be made available outside the confined space. These persons need to be properly trained in rescues, physically fit and readily available to carry out rescue tasks, and capable of using any rescue tools.

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10. Safety while Blasting and Painting Operations:

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

11. Safety at Civil Construction Sites

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

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

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- 11.27 Adequate protection should be provided for all electrical wiring laid on floor which may be crossed over by construction machinery or by the workmen.
- 11.28 Suitable warning signs should remain displayed at conspicuous places to alert the workers of the potential dangers and to protect them from the risks of electrical accidents.
- 11.29 All necessary rescue equipment such as life buoys and life jackets should be provided and kept available for use at any time while working in and around water bodies.
- 11.30 Dispose all wastes, and unwanted materials must be disposed of at a designated place.
- 11.31 Do not leave planks with nails on passageways.



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Annexure-K

MDL BANK ACCOUNT DETAILS FOR REMITTANCE OF EMD / SD:

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

a. www.mazagondock.in/onlinepayment.aspx

OR

b. Follow the following steps.

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

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

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

Signature of Vendor/Representative



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Annexure-L

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

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

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

Date

Suppliers Seal

Authorized Signature of the suppliers

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

Date

Bank's Stamp

Authorized Signatories of Bank Officers



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Annexure-M.1

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

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

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

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

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

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

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

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

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

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

(d) I understand that a bidder can seek benefit of either Public Procurement Policy for MSEs –Order 2012 or Public Procurement (preference to Make in India) Order 2017 and not both and once the option is declared / selected it is not permitted to be modified subsequently. Accordingly, I seek the benefit from the below declared purchase preference policy only.



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i) I seek benefits against the following policy only (**Select only one Option**):

1) PPP MSE Order 2012
manufacturers)

(applicable for MSE

as well
2) PPP MII 2017

(applicable for Class I suppliers
as MSE manufacturers)

(Note: If not declared / selected it shall be deemed that purchase preference benefit is sought under PPP MII 2017 policy. However, selection of both the options will be treated as ambiguous and will result in rejection of bid)

(e) 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.

(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-N

FORMAT FOR INFORMATION OF PAST ORDERS:

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

Sr. No.	Order placed by	Order No.	Order date	Description of work	Order value	Start date as per order	Completion date as per order	Actual completion date
1								
2								
3								
4								
5								
6								



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Annexure-P

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

1. Acceptance of Service Level Agreement (**Annexure-C**)
2. General Terms and conditions acceptance format (**Annexure-D**)
3. Acceptance of Standard Terms & Condition (**Annexure-E**)
4. Blank Rate sheet (**Annexure-B**)
5. **Signed and stamped acceptance** of GST Terms and conditions (**Annexure-F**)
6. Bidder should scan and **upload Acceptance on firm's letterhead** of:
 - i) Validity of Offer (Clause No. 9)
7. Bidder should **upload signed and stamped acceptance** of Statutory Compliances while deploying Contract Employees in MDL Premises and its units (**Annexure- G**).
8. Bidders should upload scanned Copies of work Orders, Work Completion Certificates, SoW against SLA Clause No. 8.1 & 8.4(v).
9. Bidder should upload **signed and stamped acceptance** of Safety instruction for Sub-Contractor (**Annexure- J**).
10. Audited balance sheet and P&L statements for FY 2019-20, FY 2020-21 and FY 2021-22.
11. Bidder should upload scanned copy of tax and duties certificate for which they are registered (GST Certificate all pages etc.).
12. Copies of valid UDYAM Registration or Approval certificates (if any) of the following shall be uploaded on-line:
 - a) Micro Enterprises.
 - b) Small Enterprises.
 - c) ISO Accreditation.
13. Declaration by bidder for Restrictions under rule 144(xi) of general financial rules GFRs, (2017) on Letter head of firm. (**Annexure-H**)
14. Bidders registered with MDL should scanned and upload valid Registration Certificate issued by MDL.
15. GST certificate.
16. Scanned image of PAN card.
17. Company Profile, Shop & Establishment and Tax registration certificate.
18. List of Equipment/ Manpower held by Firm.