



MAZAGON DOCK SHIPBUILDERS LTD.
OUTSOURCING DEPARTMENT

दो बोली ई-निविदा GEM/2025/B/6559782

Two Bid Web/Open GEM-tender for Requirement of Annual Rate Contract(ARC) for cooking and serving of food on board ship during Sea Trial for Yd 12653 of P17A

Add.Service level Agreement(ASLA)



MAZAGON DOCK SHIPBUILDERS LIMITED

(Formerly known as Mazagon Dock Ltd)

CIN: U35100MH1934GOI002079

(A Government of India Undertaking)

Dockyard Road, Mazgaon, Mumbai 400 010. INDIA

Certified – ISO 9001:2008 for Shipbuilding Division

DIVISION: SHIP BUILDING

DEPARTMENT: OUTSOURCING

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Website: www.mazagondock.in

TENDER No.

: GEM/2025/B/6559782

TENDER DATED

: 13.08.2025

TENDER CLOSING DATE & TIME

: 25.08.2025 at 15:00 Hrs.

TENDER OPENING DATE & TIME

: 25.08.2025 at 15:30 Hrs.

Requirement of Annual Rate Contract (ARC) for cooking and serving of food on board ship during Sea Trial for Yd 12653 of P17A

माझगाँव डॉक शिपबिल्डर्स लिमिटेड, मुंबई द्वारा पात्र बोलीकर्ताओं से नीचे दिये गए विवरण के अनुसार दो-बोली प्रणाली (२) वाणिज्यिक नियम एवं शर्तों के साथ तकनीकी बोली (२) मुख्य बोलि के अंतर्गत ई-प्रॉक्यूरमेंट पोर्टल (<http://Gem.gov.in>) के माध्यम से बोलियां आमंत्रित की जाती है।

Mazagon Dock Shipbuilders Limited invites on-line competitive bids in TWO BID SYSTEM (Part-I Techno Commercial Bid and Part-II Price Bid), from reputed Bidders / Vendors, on our e-procurement portal www.gem.gov.in, for the Work/Services as detailed in this tender document:

Note: Before quoting against this Tender, the prospective bidder is requested to go through the Tender Enquiry document (& Annexes, if any) thoroughly & carefully. Deviations to the Terms & Conditions of the Tender are highly discouraged. Therefore, any doubts arising in respect of any of the Terms & Conditions stipulated, Qualification Criteria, clarification if any w.r.t. Documentation / Procedural requirements, etc. shall get clarified by the prospective bidder through the Dealing Executive invariably before the submission of the Bid.



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Salient Features for Participating in (this) GeM-Tender:

1. Submission of bids against GeM Tenders: 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:
2. Bidders in their own interest are requested to upload their bids well in advance of tender closing date to avoid the last minute difficulties in uploading the bids. Request for extension, if at all to be made, shall be forwarded at least 3 working days in advance to the tender closing date / time with proper reasoning. MDL reserves all rights in this regard & decision of MDL shall be binding to the applicant. Problems in hardware/software, internet connectivity, system configurations, Browser setting etc., for whatsoever reason shall not be considered for extension of tender closing date and time.
3. 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.

All bidders are requested to get their technical queries, if any, clarified in advance (3 days in advance to tender closing date) to avoid last minute delay. For any technical clarification, bidders are requested to contact

| Department | Name of Executives | Contact No | Email |
|------------|---------------------------------------|---------------|--------------------------|
| Technical | Mr Harshal Kachaliya, M (PIg-P17A) | 022-2376-3088 | hjkachaliya @mazdock.com |
| Commercial | Mr A D Wankhede,DGM(OTS) | 022-2376-3067 | awankhede@mazdock.com |



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1. SUBJECT:

E-tender enquiry (Two bid system) for Requirement of Annual Rate Contract(ARC) for cooking and serving of food on board ship during Sea Trial for Yd 12653 of P17A

SCOPE OF WORK: The detailed Scope of Work (SoW) is attached herewith as **Annexure-A**

2. INSPECTION: MDL(User Department)

3. CONTRACT VALIDITY, WORK SCHEDULE & MOBILISATION:

3.1 Work schedule:

Schedule of work will be jointly prepared by User Dept (not below the rank on Chief Manager) with contractor for overall contract period after placement of order. The contractor has to execute the work as per schedule mentioned. Work will be released to the Contractor by means of written Schedule jointly prepared within overall contracted period between Contractor & Project Manager / representative. The job as ordered should be completed on dates mutually agreed upon in accordance with the delivery schedule. This delivery schedule will be strictly adhered for execution & same will be criteria for LD applicability.

3.2 Contract Period:

The Contract will be for a period of one years from the placement of order and may be extended for a further period of three months on mutual consent basis on the same terms and conditions. However, if the performance of contractor is not satisfactory then contract may be terminated with one-month notice period by applying relevant clauses of contract such as Risk Purchase, forfeiture of Security deposit etc.

3.3 Mobilization:

Subcontractor(s) shall complete mobilisation as per SOW (Scope of work) guideline. During mobilization period subcontractor(s) should arrange entry passes for its employees, tools and equipment.

4. QUALIFICATION CRITERIA:

4.1 Technical Qualification / Work Experience Criteria for Service:

4.1.1 Firms shall have past experience of cooking and serving food on board Ships/Tugs/Barges during Sea trails/Voyage.

4.1.2 The bidders shall submit past purchase order/work order, work completion certificate(WCC) issued by client for the similar work.

4.2 Bidder's experience of having successfully completed similar works during last 7 years ending **31 July 2025** should be either of the following:

a) Three similar completed works each costing not less than **₹30,00,000.00 /-**

OR

b) Two similar completed works each costing not less than **₹37,50,000.00 /-**

OR

c) One similar completed work costing not less than **₹60,00,000.00 /-**

OR

d) Cumulative similar works/jobs completed within a span of 12 months totalling to **₹37,50,000.00 /-**



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- 4.2.1 Order copies and Work Completion Certificates should be uploaded. Work Completion Certificates should indicate the work order numbers, issued by the party for whom the work is done. MDL has the right to verify/ cross verification of authenticity of the said documents whenever felt necessary.
- 4.2.2 Bidder shall submit the details of work orders and work completions certificates in the format as per Annexure D. Bidder shall clearly indicate under which clause (4.2 a, b c or d) their bid is qualifying.

4.3 Commercial Pre-Qualification Criteria

- 4.3.1 Bidders Shop and establishment registration certificate or registration certificate from registrar of firms or certificate of incorporation from Registrar of Companies or any other valid document that confirms the firm's status.
- 4.3.2 The bidder should have a minimum average turnover of at least for **₹22,50,000.00** /- during the last three years ending 31st March 2024 (i.e. for FYs 2021-22, 2022-23 and 2023-24) and shall upload the audited balance sheet, profit/loss account for the last three years.

Note 1:- Similar type of work/ job is as defined as " Bidder shall have past experience of cooking and serving food on board Ships/Tugs/Barges during Sea trails/Voyage"

Note 2:- The value of similar completed services in a contract will be considered for PQC even if the contract is not fully completed.

Note 3:- The date of Order/Contract can be older but completion period shall be within last 07 years ending till the original tender closing date.

Note 4:- The Work Completion Certificate shall contain following details:

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

Note 5:- The bidders need to scan and upload documentary evidence in support of the Qualification Criteria indicated at clause 4.1 & 4.2 above; viz Work order/s meeting above order value criteria for similar work along with work completion certificate / Proof of payment with Tax Invoice / Store Receipt and Acceptance Report or any other evidence that confirms that the work is completed which is issued by the party for whom the work is done. The Work Order/s not supported by Work Done Certificate/s will not be considered for qualification criteria. In case of orders consisting of various activities, only that portion of work order value meeting the similar work criteria shall be considered for the purpose of pre-qualification. The concerned HOD or TNC



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has a right to verify /cross verification of authenticity of the said document whenever felt necessary.

Note 6:- MDL reserves the right to demand for a hardcopy of any of the above documents and any other related documents, if required. Bidders shall comply to the same.

Note 7:- The work executed by the bidder for their in-house use will not be considered for the purpose of bidder's experience or completion of similar works.

Note 8:- Sr. 4.3.1 above not required for permanent registered vendors with MDL. However, such bidders should upload a scanned image of valid registration certificate; duly self-attested and stamped with their company seal.

Note 9:- All the qualifying documents indicated in the tender shall be strictly in the name of bidding firm. Qualifying documents submitted in the name of other than bidding firm will not be considered for bidding firm's qualification.

Note 10:- Bidders are requested to ensure that only relevant documents complete in all respect as indicated in the tender should be attached with their offer. The first page of every uploaded set of scanned document shall be an index of its contents. In case the offers received against this tender are more than 20, no opportunity will be extended for submission of deficient documents after opening of bids. The evaluation of the offers will be carried out and bidders will be qualified based on the documents received along with their offer.

Note 11:- The bidder is required to submit information in tabular form as per Annexure- D. The value of work executed in support of previous experience will be considered excluding taxes, duties and other levies if any

Note12: Joint Ventures and Holding Companies: Credentials of the partners of Joint ventures cannot (repeat cannot) be clubbed for the purpose of compliance of PQC in supply of Goods/Equipment, and each partner must comply with all the PQC criteria independently. However, for the purpose of qualifying the Financial Standing Criteria, the Financial Standing credentials of a Holding Company can be clubbed with only one of the fully owned subsidiary bidding company, with appropriate legal documents proving such owner.

5. BID REJECTION CRITERIA:

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

- 5.1.1 Bids received after tender closing date and time.
- 5.1.2 Bids/Offer received other than GeM Portal.
- 5.1.3 Bids received without EMD (other than those who are exempted from payment of EMD), as specified in the tender.
- 5.1.4 Bidder(s) who is/are debarred under PPP MII order 2017, GeM, CPP including tender holiday issued by MDL.

5.2 Liable for Rejection Criteria: In case of bids received with deviations to tender terms other than non-negotiable conditions indicated at 5.1, and the bids received without sufficient documents, ambiguous and incomplete bids; MDL at its discretion and availability of time, may provide equal time & opportunity for submission of deficient techno-commercial documents and clarification to the bidders. Bidders are required to submit such documents / clarifications within the duration / date stipulated by MDL, failing which their bids will be rejected.



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6. **INTEGRITY PACT (IP):** Not Applicable

7. **EARNEST MONEY DEPOSIT (EMD):**

7.1 Bidders shall furnish EMD of Rs. **1,50,000/- (Rupees One lakhs and fifty thousand only)** against this tender.

7.2 **Refer format for EMD: Annexure-R**

7.3 EMD in the form of NEFT/ Demand Draft/ Pay Order/ Bank Guarantee/ Insurance Security Bond / e-Bank Guarantee drawn in favor of MAZAGON DOCK SHIPBUILDERS LIMITED or bid bond/ SWIFT Message of equivalent foreign currency for foreign bidders shall be forwarded to HOD (Commercial) in sealed envelope super scribing Tender Enquiry No. and Due date, so as to reach us within 7 MDL working days from the tender closing date. The scanned image of DD/ Pay Order/ BG/ Bid bond/ SWIFT Message shall be uploaded at Part-I tender stage. The bid bond/ Bank Guarantee should be valid for offer validity period indicated in the tender. Either of these instruments should be drawn on as per the list of banks approved by SBI/ Canara bank published on MDL website, payable at Mumbai. Crossed DD/ Pay Order issued by Cooperative banks however will be accepted subject to realization. Authorized Indian agent of the overseas bidders can submit EMD in the form of NEFT / DD/ Pay Order in Indian Rupees. Similarly authorized Indian agent of the overseas bidders can submit BG on behalf of foreign bank as per list of banks approved by SBI / Canara bank as bank of international repute published on MDL website. Bidders to advise their bank/ banker to send EMD directly to commercial department or through SWIFT to dispense with additional step of verification of authenticity of signatories. In case of EMD transmitted through SWIFT, it shall be the responsibility of the bidder that he directs the receiving banker to forward the message duly authenticated to the concerned commercial officer mentioned in the tender. Bids without EMD, other than those who are exempt from payment of EMD will not be considered.

7.4 Refund of EMD in all the cases shall be without interest. EMD will be refunded to the technically rejected bidders within 15 days from the date of approval of price bid opening and remaining bidders after placement of order on the successful bidder within 30 days from the date of order placement. In the event of cancellation of tender, the EMD will be refunded / returned to all the bidders. EMD of successful bidders may be converted into performance security or refunded on receipt of performance security B.G.

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

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

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

7.6 EMD though payment gateway on MDL website – Kindly refer steps given at **Annexure-E**

7.7 Following bidders shall be exempted from submission of EMD.

7.7.1 State & Central Government of India departments & Public Sector Undertakings.

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

(Important Note: This tender is floated for MDL's PR-Mat/Service Group: 1402211-SUPPLY OF FOOD PACKET Vendors / Firms who are permanently registered under this group in MDL, only for them EMD is exempted. Other vendors that are



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permanently registered under different group in MDL have to submit EMD as stipulated in tender.)

Offer received without EMD who are not registered in above said product/Service group will be rejected.

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

7.7.4 Micro and Small Enterprises who are manufacturer or Service Provider and give specific confirmation to this effect at the time of bid submission and whose credentials are validated online through Udyam Registration (as validated by Government from time to time) and through uploaded supporting documents.

Note: Traders/Dealers/Distributors/Stockiest/Wholesalers are excluded from the purview of this EMD exemption.

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

7.7.6 The recognised institutes such as VJTI / IIT.

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

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

7.7.9 Exemptions as mentioned in GeM GTC

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

8. VALIDITY PERIOD:

a) Bids/ Offers shall have a validity period of 120 days from bid closing date.

b) In case the day up to which the bids are to remain valid falls on/ subsequently declared a holiday or closed day for MDL, the bid validity shall automatically be deemed to be extended up to the next working day.

c) In exceptional circumstances, before the expiry of the original time limit, MDL may request the bidders to extend the validity period for a specified additional period. The request and the bidders' responses shall be made in writing or electronically. A bidder may agree to or reject the request. A bidder who has agreed to MDL's request for extension of bid validity, in no case, he shall be permitted to modify his bid.

d) In case techno-commercially accepted bidder/s does not agree to extend the offer validity, the offers of all techno-commercially accepted bidder/s including the bidder who has not agreed to extend their offer validity shall be opened and proceed further with valid bids. If the bidder who has not agreed



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to extend their offer validity found to be L1 then his price shall be used as reference price for negotiation purpose as applicable.

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

10. ONLINE SUBMISSION OF BIDS IN TWO-BID SYSTEM:

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

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

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

10.1 Common Documents:

10.1.1 The scanned image of EMD-BG/ Online Remittance as stipulated in clause no. 7 for EMD, shall be uploaded at Part-I tender stage. The original of the above of EMD-BG/ Online Remittance shall be forwarded to HOD (OTS) in sealed envelope super scribing Tender Enquiry No. and Due date, so as to reach **within 7 MDL working Days from the tender closing date, addressed to,**

HOD (OTS)

**6Th Floor, North Block-1(Old Service Block), North Yard,
MAZAGON DOCK SHIPBUILDERS LTD.
DOCKYARD ROAD,
MUMBAI- 400010.**

10.1.2 Bidder should also upload scanned copies of Add. Service Level Agreement (SLA) Acceptance format and General Condition of Contract (GCC) acceptance format in the Prescribed Formats attached herewith (**Annexures H & I**); duly stamped, signed & filled 'Accepted OR Not Accepted' as applicable for each of the clause. Normally deviations to the tender terms are discouraged. However, if the bidder has any deviations, the same should be filled in above formats (**Annexures H & I**), mentioning the deviation against the relevant ASLA clause no., failing which it will be construed that all clauses of ASLA, GCC's 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.

10.1.3 Copy of blank Rate sheet (**Annexure-B**) clearly indicating 'Quoted/ Not-Quoted' as applicable against each of the listed duly stamped & signed, should also be uploaded.

10.1.4 Bidders should upload signed and stamped acceptance of GST Declaration (GST Terms & Conditions) as per **Annexure-J**.

10.1.5 Bidders should upload scanned Copies of work Orders and Work Completion Certificates for the job executed to meet the qualification requirement mentioned at Add. SLA Clause No. 4.1 & 4.2 above. (Order copies & work completion certificates to be appended).

10.1.6 To meet the qualification requirement at Add. SLA Clause No. 4.3, Bidder should upload scanned audited & certified balance sheet, profit/loss account for the last three years (i.e. for FYs 2021-22, 2022-23 and 2023-24)

10.1.7 Bidder should scan and upload Track Records/ Information of Past Orders as per **Annexure – D**.

10.1.8 Bidder should scan and upload Acceptance in firm's letterhead



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- 10.1.8.1 for Validity of Offer (Add .SLA Clause No. 8) & to extend the same on MDL request.
- 10.1.8.2 for readiness to furnish Performance Bank Guarantee for Equipment supplied / Services rendered or agreeing for retention of equivalent amount by MDL up to the period till completion of contractual & warranty obligations.
- 10.1.9 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).
- 10.1.10 Copies of valid **UDYAM Registration** and Approval certificates (if any) of the following shall be uploaded on-line:
 - a) Micro Enterprises.
 - b) Small Enterprises.
 - c) ISO Accreditation.
- 10.1.11 **Annexure C:** Declaration Certificate for Local content **clearly indicating / declaring / specifying the local content percentage or / and location of local value addition** in the declaration certificate.
- 10.1.12 **Annexure L:** Declaration by bidder for Restrictions under rule 144(xi) of general financial rules GFRs, (2017).
- 10.1.13 Undertaking of Paras of Conflict of Interest among Bidders/ Agents as per Add. SLA Cl. No. 39.
- 10.1.14 Bidders not registered with MDL should scan and upload the following document.
 - a) RTGS/ NEFT - Mandate Authorization Form (**Annexure-K**)
 - b) Scanned image of PAN card.
 - c) Company Profile, Shop & Establishment
- 10.1.15 Bidders registered with MDL should scanned and upload valid Registration Certificate issued by MDL.

Note : In any case, prices are not to be mentioned in Part-I bid.

Part-II (Price Bid): This should contain only the PRICES for each of the listed items strictly in the prescribed format provided online in GeM.

Timely submission of the e-bids is responsibility of the bidders and no reasons / excuses in this regard will be entertained.

10.2 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 witness opening of the bids online from their locations by logging on GeM portal.

10.3 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.

Note:

- (i) If, in the price structure quoted for the required goods, there is discrepancy between the unit price and total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly;
- (ii) If there is an error in a total corresponding to the addition or subtraction of sub-totals, the sub-totals shall prevail and the total shall be corrected; and
- (iii) If there is a discrepancy between words and figures, the amount in words shall prevail.



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11. PRICING:

- i) Bidder would have to quote for all the services tendered & listed in the Rate Sheet format of GeM. Vendor has to mandatorily fill the Annexure B, BLANKING the PRICES but clearly indicating 'QUOTED / UNQUOTED', also indicating the % of actual taxes/ duties applicable, and upload in Cover-1/Part 1 Bid.
- ii) Contract Price shall remain firm and fixed during the currency of order/contract execution. Price escalation is not applicable.
- iii) MDL shall not be bound by any printed conditions or provisions in the Contractor's Bid Forms or acknowledgement of CONTRACT, invoices, packing list and other documents which purport to impose any conditions at variance with or supplemental to CONTRACT.
- iv) Bidder while quoting should consider the all costs such as labour, minimum wages, transportation, equipment, all incidental expenses, travelling, lodging, boarding, administrative, mobilizations, demobilizations, etc.
- v) The reference price, if any, indicated anywhere in the tender document against each line item is only notional and has no commercial relevance. Therefore, such reference price should not be considered as guidance price and the bidders shall quote their price based on their costing and pricing policies.
- vi) Quantum of the work is tentative. Considering the priority, Project requirement, time constraint, work progress and contractor's performance, the quantum of work allotted to the contractor may vary or reduce and under such circumstances no compensation would be payable.
- vii) The payment shall be based on actual work completed in line with tender terms and conditions

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

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

- 13.1 Techno-Commercially Qualified Overall Lowest Bidder as evaluated by GeM will be considered for the placement of order. Bidders have to quote their price, applicable taxes, etc as per rate sheet available in GeM Portal.
- 13.2 Bidder not quoting for all the services tendered & listed in the Rate Sheet are liable for rejection. Bidder has to confirm that they have quoted all the line items by filling Annexure B (Illustrative rate sheet).

14. WORK DONE CERTIFICATE:

- 14.1 WDC shall be prepared on monthly basis by the contractor within 02 days from the date of completion of tasks and shall be certified by the concerned OIC of the user Department (not below the rank of Chief manager). Payment shall be made as per the quantities certified in WDC.
- 14.2 The WDC shall include cumulative statement of jobs carried out till last WDC. The necessary service entry shall be made in SAP system by WDC certifying authority & will be submitted to the contractor for further invoicing. The WDC shall bear relevant Service Entry sheet no., PO no. and respective item Sr. No., sub service line item of the PO.
- 14.3 The WDC must clearly mention the scheduled dates for starting & completion/delivery of the work as mutually agreed between MDL & contractor and the actual dates of start & completion.
- 14.4 In case of delays, the duration along with numbers of delayed days shall be specified in respective WDCs to invoke LD clause and effect recoveries from sub contractor's invoice.



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14.5 The successful Bidder (Contractor) would have to submit WDC as per the then prevailing format, at the time of order placement. The same would be made available at appropriate time. An Illustrative format of work done certificate is placed at Annexure Q.

15. TERMS OF PAYMENT:

- 15.1 Payments for completed work will be made within 15 days of issue of consignee receipt cum-acceptance certificate (CRAC) and on-line submission of Invoice unless otherwise specified in STC / ATC, also Ink Signed Tax Invoice in duplicate with work completion Certificate (WCC) duly certified by Chief Manager or above of user dept. of MDL. The invoice shall be preferably submitted within four weeks of certification of Work Completion Certificate 'WCC'
- 15.2 Set of Original + 2 Copies of signed Tax Invoice to be submitted to Receipts Sections along with Work completion certificate (i. e. Service Entry through SAP system) certified by CM or above rank officer of MDL user department.
- 15.3 The bills should be preferably submitted within four weeks of certification of Work Done Certificate 'WDC' to Receipts Sections adjacent to ARS punching station of South Yard along with Service entry through SAP system from user department.
- 15.4 Alternate MSME vendor payment through TReDS:
 - 15.4.1 In order to address the financial needs of MSME firms, Govt has introduced a platform for facilitating the financing of trade receivables of MSMEs from buyers, through multiple financiers which is termed as Trade Receivables Discounting System (TReDS). At TReDS, auctioning of invoices at competitive & transparent environment is done by financiers based on Buyer's credit profile.
 - 15.4.2 MDL is registered on the "Invoice mart" TReDS platform and M1xchange of M/s Mynd Solutions Pvt Ltd.
 - 15.4.3 MSME bidders desirous to receive payments through TReDS platform may avail the facility if they are already registered on
 - 15.4.3.1 "Invoicemart" TReDS platform or by registering on it.
Contact details at "Invoicemart" TReDS platform are as below:
022 6235 7373 and a new mail id:- service@invoicemart.com.
 - 15.4.3.2 "M1xchange" TReDS platform or by registering on it.
 - 15.4.3.3 Contact details at "M1xchange" TReDS platform are as below:
+91 9920455374 Ms Ashwathi Jayandran. email id
ashwathi.jayandran@m1xchange.com
+91 8839915724 Ms. Prinyaka Shah.
email id prinyaka.shah@m1xchange.com
- 15.4.4 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. 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.
- 15.4.5 From 1st August 2023, with the revised MSME definition which is based on turnover **no e-Invoice or self-declaration will be required from Micro vendors who have Udyam Registration No, (URN) as their turnover is less than 5 Crs. Small vendors who have Udyam Registration No, have to provide the self-declaration that their turnover is less than 5 Crs or they have to provide the e-invoice in case their turnover exceeds 5 Crs.**
- 15.4.6 Wherever GST is applicable as per para 15.5, payment will be released against e-Invoice, or Invoice accompanied with **Vendor's Self Declaration** that " **We do not fall under the category of registered persons notified under Rule 48(4) of the Central GST Rules, 2017 and we are not required to comply with e-Invoicing provisions under GST Act, as our aggregate turnover in any preceding financial year from 2017-18 onwards has not exceeded Rs. 5 Crores as per GST act**" (from 1st August 2023- Turnover limit reduced to Rs. 5 Crs. from Rs. 10 Crs.)



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- 15.4.7 Kindly note that submission of the above documents with the invoice is essential for effecting (timely) payment to the Subcontractor.
- 15.4.8 No advance in any manner will be paid against this contract.

Note: Contractors are requested to raise invoices yard-wise in consultation with WCC issuing authority.

16. **MODIFICATION:** Not applicable to this tender.

17. **PERFORMANCE SECURITY {PERFORMANCE BANK GUARANTEE (PBG) CUM SECURITY DEPOSIT (SD)} (PS):** Performance Security for an amount equal to 5% of the order value (excluding taxes, duties) shall be submitted within 25 days from the date of intimation of the Order/Contract and the same should remain valid for a period of 60 (sixty) days beyond the date of completion of all contractual obligations of the supplier, including warranty obligations.

17.1 Mode of PS:

17.1.1 Performance Security to be submitted in the form of NEFT / DD/ Pay Order/ Bank Guarantee/ Insurance Security Bond / e-Bank Guarantee drawn in favor of Mazagon Dock Shipbuilders Limited from the list of banks approved by SBI/ Canara bank published on MDL website. Performance Security is to be furnished within 25 days after notification of the award of contract and it should remain valid for a period of 60 (sixty) days beyond the date of completion of all contractual obligations of the supplier, including warranty obligations. Bidders to advise their bank/banker to send SD-BG directly to commercial department to dispense with additional step of verification of authenticity of signatories. No change/modification in the text of the prescribed format of the BG is permissible.

17.1.2 PS through NEFT- remittance through Bank: In case of online remittance of SD amount, scanned image of Annexure-M, duly filled is to be submitted to Outsourcing Department. Further, the bidder should specifically mention the details of company name as well as nature of remittance, tender number/order number etc. in the text/narration fields of Bank's NEFT remittance in order to identify the same.

17.1.3 SD through payment gateway on MDL website

17.2 In cases where the supplier / contractor has not submitted the PS (Performance security) and already commenced supply / services, the PS amount could be withheld from the payable Invoice (s) of the Contractor, if any. In such case, interest will be recovered for the period starting from 26th day of transmission / notification of order/contract by any mode and amount involved at the relevant rate of interest. For foreign supplier, it will be EUROBOR/LIBOR plus 2%. For Indian suppliers, it will be SBI BPLR plus 2%.

17.3 The performance security will be forfeited and credited to MDL's account in the event of a breach of contract by the contractor. It will be refunded to the contractor without interest, after he duly performs and completes the contract in all respects but not later than 60(sixty) days of completion of all such obligations including the warranty under the contract.

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

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

17.6 In case of failure to submit performance security by the supplier within 25 days of transmission / notification of order by any mode, EMD of the supplier (if available) will be forfeited and MDL reserves the right to cancel the order and invoke the risk purchase clause.

17.7 In the event of defects due to poor workmanship leading to non-performance of the Equipment/Item and bidder failure to attend the Guarantee/Warranty defects within 45 days from date of intimation or as agreed during TNC the performance security shall be forfeited.



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17.8 If it is established that the contractor has failed to comply with the Guarantee/warranty obligations, the PSBG will be encashed by MDL. MDL's decision in this regard shall be final and binding on the supplier / contractor.

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

19. **FREE ISSUE MATERIAL (FIM):** Not Applicable

20. **LIQUIDATED DAMAGES/ PENALTY:**

Penalty charges maximum up to Rs.2000/- will be levied on the Firm through OTS dept. against the PO., in case the Firm couldn't supply the quality food and repeats the same problem more than 03 times which is recorded and duly accepted by the contractor.

21. **TAXES & DUTIES:**

21.1 The items/service-wise rates quoted should be as per GeM rate sheet including Taxes and Duties.

21.2 The variation in statutory levies etc. are not allowed unless the breakups in respect of taxes duties are clearly and separately furnished in bid.

21.3 Bidders are required to submit their ID with HSN number, along with documentary proof. MDL's GST ID is 27AAACM8029J1ZA.

21.4 Bidders are required to comply with all the provisions applicable under the GST Act. (Please refer **Annexure-J**)

21.5 IT-TDS & GST-TDS shall be deducted as per Govt. rules prevailing at the time of making payment.

21.6 Supplier / contractor will not be entitled to any increase in rate of taxes occurring during the period of extended delivery completion schedule if there is delay in supplies / completion attributed to him. However, if there is a decrease in taxes, the same must be passed on to MDL.

22. **LOADING CRITERIA:** Not applicable

23. **PURCHASE PREFERENCE TO MAKE IN INDIA:**

The Government of India has issued revised Public Procurement (Preference to Make in India) order 2017 on 19 Jul 2024 as part of its policy to encourage "Make in India" and promote manufacturing and production of goods and services in India with a view to enhancing income and employment. Subject to the provisions of this order and to any specific instructions issued by Nodal Ministry or in pursuance of this order, Purchase Preference shall be given to local suppliers in all the procurements undertaken by MDL in the manner specified below:

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

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

Explanatory notes for calculation of local content given above

(a) Imported items sourced locally from resellers / distributors shall be excluded from calculation of local content.

(b) The license fees / royalties paid / technical charges paid out of India shall be excluded from local content calculation.



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(c) Procurement / Supply of repackaged / refurbished / rebranded imported products as understood commonly shall be treated as reselling of imported products and shall be excluded from calculation of local content. The definition of repackaged / refurbished / rebranded imported products is as follows;

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

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

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

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

(e) For contracts involving supply of multiple items, weighted average of all items to be taken while calculating the local content.

Note: The local content can be increased by vendors through partnerships, cooperation with local companies, establishing production units in India or Joint Ventures (JV) with Indian suppliers, increasing the participation of local employees in services and training them.

(ii) **"Class-I Local Supplier"** means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for "Class-I local supplier" under this order

(iii) **"Class-II Local Supplier"** means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for "Class-II local supplier" but less than that prescribed for "Class-I local supplier" under this order.

(iv) **"Non-Local Supplier"** means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than that prescribed for "Class-II local supplier" under this order.

(v) **"L1"** means the lowest tender or lowest bid or lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.

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

Note: • Procedure for determination of L1 price for the purpose of deciding eligibility for Purchase Preference shall be stipulated in the tender.

• Price/s of all Class I local supplier/s in a tender is more than 20% of L1's price no purchase preference shall be applicable

(vii) **"Nodal Ministry"** means the Ministry or Department identified pursuant to the said Order in respect of a particular item of goods or services or works.

(viii) **"Procuring entity"** means a Ministry or department or attached or subordinate office of or autonomous body controlled by, the Government of India and includes Government companies as



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defined in the Companies Act Note: Mazagon Dock Shipbuilders Limited (MDL) shall be a procuring entity.

- (ix) "Works" means all works as per Rule 130 of GFR-2017 and will also include "turnkey works", Engineering, Procurement and Construction (EPC) contracts.
- (x) "Services" includes System Integrator (SI) contracts among other services.

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

23.3 Purchase Preference(PP):

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

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

- c) In the procurement of goods, services which are covered by para above and which are not divisible in nature, and in procurement of services where the bid is evaluated on price alone (Items covered under Para 3A(c) of PPP-MII Order, 2017) and both MSEs as well as Class-I local suppliers are eligible for purchase preference Purchase preference shall be accorded as under:
- i) L-1 is "MSE Class-I local supplier": Contract shall be awarded to L-1.
- ii) L-1 is not "MSE Class-I local supplier" but the "MSE Class-I local supplier" falls within 15% margin of purchase preference. Purchase preference shall be given to lowest quoting "MSE Class-I local supplier". If lowest quoting "MSE Class-I local supplier" does not accept the L-1 rates, the next higher "MSE Class-I local supplier" falling within 15% margin of purchase preference is to be given purchase preference and so on. If all "MSE Class-I local supplier" do not accept L-1 rates, then relevant Para shall be followed.
- iii) If conditions mentioned in sub paras above are not met i.e. L1 is not "MSE Class-I local supplier" and "MSE Class-I local supplier" is not eligible to take benefit of purchase preference as per PPP-MSE Order or all "MSE Class-I local supplier" do not accept L-1 rates, the contract is to be awarded / purchase preference to be given in different possible scenarios as under:
- a) L-1 is "MSE but non-Class-I local supplier" or "Non-MSE but Class-I local supplier": Contract be awarded to L-1.
- b) L-1 is "Non-MSE non-Class-I local supplier": Firstly, purchase preference shall be given to eligible MSE as per PPP-MSE Order. If MSEs not eligible or does not accept then purchase preference to be given to eligible Class- I Local supplier as per PPP-MII Order. If Class-I Local supplier is also not eligible or does not accept then contract be awarded to L-1.

23.4 Minimum Local Content



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

23.5 Declaration/Verification of Local content:

- (i) Participating bidders to indicate the percentage of local content (i.e. value added in India) along with the details of location/s where the local value addition is made, in their bids, item wise or tender wise. The indicated local content percentage shall decide categorization of the vendors as "Class-I Local Supplier" / "Class-II Local Supplier" / "Non-local Supplier". All bidders should declare that the item and service offered meets the minimum local content & indicate its percentage in their offer which shall meet or excel required local content specified in tender. This declaration is necessary even if Custom Duty Exemption and / or ERV (if applicable) are not being sought. Certification as under is to be submitted mandatorily in technical Offer-Part-I bid.
- (ii) Self-certification by Chief Financial Officer or Other legally responsible person nominated in writing by the Chief Executive or Senior Member / Person with Management Responsibility of Corporation / Partnership / Individual. However, in cases of procurement for value in excess of Rs. 10 Crores, the bidders shall provide a certificate from statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of supplier other than companies) giving the percentage of local content.
- (iii) The bidders shall provide a self-certification for local content in the quoted item(goods/works/services) at the time of tendering. However, at the time of execution of the project, for all contracts above 10 crores, the contractor/supplier shall submit local content certification duly certified by cost/chartered in practice. For cases where it is not possible to provide certification by cost/chartered accountant at the time of execution of project, the supplier shall be permitted to provide the certificate for local content from cost/chartered accountant after completion of the contract, within limit acceptable to procuring entity (30 days of completion).In case the contractor/supplier does not meet the stipulated local content requirement and the category of the supplier changes from class I to class II/Non-local or from class II to non-local, a penalty of 10% of the contract shall be imposed which shall be withheld from the payment due to the bidder. However, contract once awarded shall not be terminated on this account. Further it must be inform to bidders that once the declaration /certification is committed at tender submission stage, the same cannot be altered subsequently at technical negotiation stage or after award of contract. Doing so would be treated / considered as false declaration by bidder and necessary action shall be initiated as per tender clause '**Debarment of bidders / suppliers**' of the said Order for debarment.
- (iv) Declared Local Content shall be the basis for categorization of the vendors and tender evaluation. However, MDL reserves the right to undertake detailed examination of declared local content and may call vendor to submit relevant documents.
- (v) In cases where MDL received the complaint from any vendor or person, along with the fees prescribed below, verification of Declared Local Content shall be carried out by seeking additional info as deemed necessary and the bidders (including unsuccessful bidders) against the tender shall be obliged to furnish the necessary documents. Failing to do so, the vendor may invite penal action as per the provisions of the Order. If MDL possess the capability, then it shall perform the verification. However, if in the opinion of MDL matter needs to be dealt at higher level, then the



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complaint shall be referred to Nodal Ministry and their fees / expenses / charges applicable as per the Nodal Ministry, if any, shall be borne by the complainant. MDL is authorized to prescribe fees for handling complaints under revised PPP MII 2017 Order. The fees for filing a complaint under the order shall be Rs. 10,000/- per case. The complaint shall be filed to the Chairman, Public Grievance Cell. The fee shall be deposited by complainant in MDL's Account by NEFT.

- (vi) On scrutiny of offer, if all the bidders participating in the tender happen to have either not submitted the declaration certificate or not declared / specified the local content percentage in the declaration certificate or specified local content lower than the minimum local content requirement as per the tender, the subject tender shall be cancelled & matter shall be taken up with Ministry, by the user department, as per the procedure indicated at above Purchase Preference Para or as amended by MoD / DPIIT / DoE.
- (vii) On opening of the price bids, if it is identified that there is difference in local content declaration made & local content percentage as per price quoted is now not meeting (i.e. lesser than) the specified tender requirement (i.e. only on the quoted price without any loading) then such bidder shall be disqualified and shall not be considered for ranking purpose. The bid would be treated / considered as given false declaration and necessary action for debarment shall be initiated.

Note: The original of the uploaded copy of Local Content Declaration shall be received in MDL within seven MDL working days from the tender closing date. Not receipt of the same is a "liable for bid rejection" criteria.

23.6 PPP MSE Order 2012:

Purchase Preference under PPP MSE Order 2012 shall prevail over Purchase preference under PPP MII Order 2017 and Purchase preference shall be accorded as per para 23.3 above.

23.7 Price negotiation & contract placement:

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

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

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

Note: The Actual Local Content Certificate as above, shall be mandatorily submitted by the successful bidder post execution of PO.

23.8 Debarment of bidders / suppliers:

- (i) False declaration will be in breach of Code of Integrity under Rule 175(1)(i)(h) of GFR 2017 for which a bidder or its successors can be debarred for up to 2 years as per Rule 151(iii) of GFR 2017 along with such other actions as may be permissible under law.



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- (ii) A supplier who has been debarred by any procuring entity for violation of said Order shall not be eligible for preference under said Order for procurement by any other procuring entity for the duration of debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities, in such a manner that ongoing procurements are not disrupted.

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

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

24. PURCHASE PREFERENCE FOR MSEs: Micro and Small Enterprises (MSEs) registered under Udyam Registration or as directed by government are eligible to avail the benefits under the policy. This Policy is meant for procurement of only goods produced and services rendered by MSEs. Traders/Distributors/Sole Agents/Works Contract are excluded from the purview of the policy. Purchase Preference under PPP MSE Order 2012 shall prevail over Purchase preference under PPP MII Order 2017 and Purchase preference shall be accorded as per Para 23.3

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

25. FREAK LOW BID:

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

26. MODIFICATIONS TO THE BID:

Bidder desirous of submitting modified Bid prior to the Tender closing date & time may do so by making modifications in their Bid submitted online any no. of times before the Tender closing date & time. The last changed Bid shall be considered as the final Bid.

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

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

29. OFFSET POLICY: Not applicable to this tender.

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

31. PARALLEL ORDER: Not applicable to this tender.

32. RESTRICTIONS UNDER RULE 144(XI) OF GENERAL FINANCIAL RULES GFRS, (2017). (REFER ANNEXURE -L):



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Add.Service level Agreement(ASLA)

- 32.1 Any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority. Further, any bidder (including bidder from India) having specified Transfer of Technology (TOT) arrangement with an entity from a country which shares a land border with India, shall also require to be registered with the same competent authority.
- 32.2 "Bidder" means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- 32.3 "Bidder (or entity) from a country which shares a land border with India" for the purpose of this Order means: -
- i) An entity incorporated, established or registered in such a country; or
 - ii) A subsidiary of an entity incorporated, established or registered in such a country; or
 - iii) An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - iv) An entity whose beneficial owner is situated in such a country; or
 - v) An Indian (or other) agent of such an entity; or
 - vi) A natural person who is a citizen of such a country; or
 - vii) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
- 32.4 The beneficial owner for the purpose of 30.2 above will be as under:
- i) In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.
Explanation—
 - a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;
 - b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholder's agreements or voting agreements;
 - ii) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
 - iii) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
 - iv) Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 - v) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- 32.5 An Agent is a person employed to do any act for another, or to represent another in dealings with third person.



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- 32.6 The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.
- 32.7 The registration shall be valid at the time of submission of bid and at the time of acceptance of bid.

33. NON-DISCLOSURE AGREEMENT: Not Applicable

34. BREACH OF OBLIGATION:

- 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;
- 34.2 Bidder has withdrawn / modified / amended / impaired / derogated from the tender during the period of bid validity.
- 34.3 Bidder fails or refuses to execute the contract upon notification of acceptance of bid by MDL during the period of bid validity.

35. PUBLIC GRIEVANCE CELL: A public grievance cell headed by Shri R. R. Kumar, ED (EY) has been set up in the company. Members of public having complaints or grievances are advised to contact above Authorities on Wednesday between 10.00 hours and 12.30 hours in his office at 3rd Floor, West Block, Mazagon Dock Shipbuilders Ltd or send their complaints / grievances to him in writing for redressal. Telephone No. is 23762106(MDL).

36. The contract will be governed by General Conditions of the contract and ATC of GeM, while executing work. In case of discrepancy, clauses mentioned in Tender, Technical Scope and Rate sheet will override the clauses mentioned in other enclosures including General Conditions of the contract and ATC of GeM.

37. Statutory Compliances while deploying Contract Employees in MDL Premises and its units is enclosed at **Annexure- O** and Safety instruction for Sub-Contractor is enclosed at **Annexure- P**

38. SITE VISIT:

- 38.1 Bidders shall 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.
- 38.2 **All bidders are requested to get their queries, if any, clarified in advance to avoid last minute delay.** In case of any clarifications regarding tender, bidders are requested to contact the following executives.

| Department | Name of Executives | Contact No | Email |
|------------|---------------------------------------|---------------|-------------------------|
| Technical | Mr Harshal Kachaliya, M (Plg-P17A) | 022-2376-3088 | hjkachaliya@mazdock.com |
| Commercial | Mr A D Wankhede,DGM(OTS) | 022-2376-3067 | awankhede@mazdock.com |

39. CONFLICT OF INTEREST AMONG BIDDERS/ AGENTS:

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



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have a conflict of interest in this tender process and execution of the resultant contract in the following situations: -

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

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

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

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

42. CLAIMS BY FIRMS: No claims by the firms will be entertained after 03 years from date of execution/completion of order.

43. RIGHT TO REJECT ANY OR ALL BIDS:

MDL reserves its right to accept or reject any or all Bids, abandon/ cancel the Tender process, and issue another tender for the same or similar Goods/Services at any time before the award of the contract. It



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would have no liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for such action(s).

44. **CONTACTING MDL DURING THE EVALUATION:** From the time of bid submission to awarding the contract, no bidder shall contact MDL on any matter relating to the submitted bid. If a Bidder needs to contact MDL for any reason relating to this tender and/ or its bid, it should do so only in writing or electronically. Any effort by a Bidder to influence MDL during the processing of bids, evaluation, bid comparison or award decisions shall be construed as a violation of the Code of Integrity, and bid shall be liable to be rejected as nonresponsive in addition to other punitive actions for violation of Code of Integrity as per the Tender Document.
45. **CORRIGENDUM TO TENDER DOCUMENT:** Before the deadline for submitting bids, MDL may update, amend, modify, or supplement the information, assessment or assumptions contained in the Tender Document by issuing a corrigendum. The corrigendum shall be published in the same manner as the original Tender Document. Without any liability or obligation, the Portal may send intimation of such corrigendum to bidders who have downloaded the document under their login. However, the bidders' responsibility is to check the website(s) for any corrigendum. Any corrigendum thus issued shall be considered a part of the Tender Document. To give reasonable time to the prospective bidders to take such corrigendum into account in preparing their bids, MDL may suitably extend the deadline for the bid submission, as necessary. After MDL makes such modifications, any Bidder who has submitted his bid in response to the original invitation shall have the opportunity to either withdraw his bid or re-submit his bid superseding the original bid within the extended time of submission.
46. **TIE BREAKER:** When multiple bidders quote same price for particular item(s)/services under such situation, following action in given sequence shall be done:
(a) In case of divisible, 50-50 qty to be given to each.
(b) In case of non-divisible, supplementary bid to be obtained.
(c) In case of both divisible and non-divisible, lottery option to be exercised after above options are not conclusive.
47. **PROGRESS MONITORING & REVIEW MECHANISM:** The required dates are indicated in tender. On placement of order a kick off meeting is to be held in MDL to chalk out the sequence and priority of the activities and the deliverables in line with the prevailing construction status of the ship. In this meeting, a progress monitoring team shall be constituted comprising vendor's representative engineer, MDL's executives (one each from Planning, Design and Ship Manager). This team shall carry out periodic reviews (initially quarterly followed by monthly reviews) to decide and chalk out the detailed sequence and priority of the completion of work and deliverables. The vendor would have to adhere to the recommendations and decisions of the said team while executing the work.
48. **DENIAL CLAUSE:**
(i) No increases in price shall be admissible/allowed on account of any statutory increase in or fresh Imposition of GST, customs duty or on account of any other taxes/ duty/ cess/ levy), leviable in respect of the goods and services specified in the said contract which takes place after the original delivery date.
(ii) Notwithstanding any stipulation in the contract for increase in price on any other ground including price variation clause or foreign exchange rate variation, no such increase which takes place after the original delivery date shall be admissible on such of the said goods as are delivered after the said date.
(iii) Nevertheless, MDL shall be entitled to the benefit of any decrease in price on account of reduction in or remission of GST, Customs duty or on account of any other Tax or duty or on any other ground as stipulated in the price variation clause or foreign exchange rate variation which takes place after the expiry of the original delivery date.
49. **HINDRANCE REGISTER:** All hindrances with date of occurrences and removal shall be noted in the Hindrance Register. The Hindrance Register shall document reasons for the delay vis-à-vis the mutually agreed schedule. All hindrances such as delay in MDL Inputs (Drawings/Material/Documents/Services/



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Inspection call), delay by TPI/Inspection Agency/Customer(Navy), delay on account of specialist services, non-performance by the contractor, delinquency by the vendor, force majeure or any other relevant reason shall be recorded. The Hindrance Register shall be signed by the reps. of both MDL as well as Contractor. Executive in the rank of Chief Manager and above shall be the nodal executive of the User Department.

50. The bidder shall also abide to all statutory requirements, Official Secret Act 1923, Security and Safety Rules as per references, which are part of this tender. If contractors' employees are not adhering to the health, safety and environment norms and the contractors not equipping their employees with suitable safety gears, will be viewed seriously. For non-adherence to above will be levied as per extant guidelines of Security and Safety Rules prevailing time to time, to the contractor without prejudice to other rights to enforce the safety requirements.

51. RESTRICTIONS REGARDING PERSONNEL DEPLOYED:

The quoted rates shall not be less than the minimum wage fixed/notified by the State Government where service is performed and shall include all statutory obligations. However, bids without any element of cost over and above such minimum wage (or below it) shall be treated as 'Nil' price quotation and would be rejected. The service provider shall be liable for all kinds of dues payable in respect of all personnel provided under the contract and the MDL shall not be liable for any dues for availing the services of the personnel. The service provider should ensure that persons to be deployed are not alcoholic, drug addict and not indulge in any activity prejudicial to the interest of the MDL. The service provider shall ensure to get the Police verification for all the manpower deployed by them and the contractor should ensure that the manpower deputed should bear good moral character.

52. INSTRUCTION TO BIDDERS:

52.1 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.

52.2 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.

52.3 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

52.4 In the event of placement of order on unregistered vendor, the firm shall apply for registration through Smt. Nilam Kamadi, CM, SR&R dept., Tel. No. 23763057, within one month from placement of order.

52.5 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.



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- 52.6 MDL reserves the right to accept / reject any or all offers in part / full without assigning any reasons whatsoever. In case of any dispute, our decision in this matter shall be final and legally binding on the bidder/ subcontracted Inspection Agency/ Agencies.
- 52.7 In case of the performance of the contractor is not satisfactory, MDL reserves the right to cancel the order.
- 52.8 The Terms and Conditions stipulated in Add. SLA will supersede those in GeM GT&C in case of any conflicting provisions.
- 52.9 In case of proper on-line filling of Acceptance Formats for Tender Enquiry Form, GCC and ATC of GeM, it shall be presumed that all our tender terms & conditions are acceptable to you.
53. 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,

A.D. Wankhede
Deputy General Manager
(OUTSOURCING DEPARTMENT)



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Annexures

| | |
|-----------------------|---|
| Annexure – A | Scope of work. |
| Annexure – B | Blank Rate Sheet format. |
| Annexure – C | Declaration Certificate For Local Content |
| Annexure - C-1 | Actual Local Content Certificate to be submitted Post Execution of Contract / PO. |
| Annexure – D | Format for information of past orders. |
| Annexure – E | Details for Remittance towards EMD/PS |
| Annexure – F | IP |
| Annexure – G | Non-Disclosure Agreement. |
| Annexure – H | Service Level Agreement (SLA) Acceptance format. |
| Annexure – I | GCC (General Conditions Of Contract) acceptance format |
| Annexure – J | GST terms & conditions |
| Annexure – K | RTGS/ NEFT - Mandate Authorization Form |
| Annexure – L | Declaration by bidder for Restrictions under rule 144(xi) of general financial rules GFRs, (2017) |
| Annexure- M | Format of Bank Guarantee for Performance Security (PS) Bank Guarantee |
| Annexure- N | Official Secret Act 1923 |
| Annexure- O | Statutory Compliance By Sub Contract Employees |
| Annexure- P | Safety Instruction For Sub-Contractors |
| Annexure- Q | Format of Work Done Certificate |
| Annexure- R | Proforma Bank Guarantee for Bid Bond/ EMD. |
| Annexure – S | Proforma of Insurance Surety Bond (ISB) for Bid Bond/ EMD |
| Annexure- T | Proforma of Insurance Surety Bond (ISB) for Performance Security (PS) |
| Annexure- U | List of technical documents to be uploaded in Part-I bid |
| | |

Annexures:

REFERENCES:

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

- 1) Standard Terms & Conditions (STACS).
- 2) General terms and condition
- 3) Official Secrets Act 1923.
- 4) Safety Code for Sub-Contractors.
- 5) Loading Factor.
- 6) Procedure for entry passes.

FORMATS:

Available on MDL Website –www.mazdock.com / →Work/Service Contracts.

- 1) OTS –F-04 Track record.
- 2) OTS –F-07 Order acceptance Format.
- 3) OTS –F-12 RTGS/NEFT Mandate Authorization Form.



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Scope of Work (SoW)

Annexure- A



**ANNUAL RATE CONTRACT (ARC) FOR SEA
TRIALS COOKING & SERVING OF FOOD
ON BOARD SHIP (Y-12653)**



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TECHNICAL REQUIREMENTS AND SCOPE OF WORK FOR ANNUAL RATE CONTRACT (ARC) FOR SEA TRIALS COOKING & SERVING OF FOOD ON BOARD SHIP (Y-12653)

1. SCOPE OF REQUIREMENTS: -

Yd-12653(Taragiri) ship is under construction Frigate (Nilgiri class) build by Mazagon Dock Shipbuilders Ltd. for Indian Navy. During the ship sea trials period/sortie from MDL, MbPT and ND(Mbi) there is need to cook the food and provide serving to the working personnel on board ship.

2. PRE-QUALIFICATION CRITERIA:

- a. Bidder shall have past experience of cooking and serving food on board Ships/Tugs/Barges during Sea trails/Voyage.
- b. The bidders shall submit past purchase order/work order, work completion certificate(WCC) issued by client for the similar work.

3. CONTRACTOR'S SCOPE (SEA TRIALS):

- a. Contractor shall supply Ready to Eat/Ready to Serve food on board ship during Sea Trial as per the list of items as per the menu. Details of quantity requirement will be given to contractor on daily basis 12 hours in advance.
- b. The contractor needs to plan and arrange for sufficient Supervisor, Cooks, Staff and helpers who are acquainted with sea state of ship. They must cook & serve the food during ship rolling condition on sea.
- c. The instructions regarding menus and no. of quantity of person will be issued from Ship Manager (Yd.12653) telephonically or in writing and would be controlling authority for the contract. Contractor shall contact SM (Yd.12653) for obtaining the instruction for supply of foods.
- d. The food should be fresh all time and should not smell stale at any time.
- e. The approximate quantity of food Packets required for 400-600 persons when the Ship is sailing.
- f. Contractor shall load food early in the morning/late in the evening as on required basis on board the ship prior to Sea trial from any location MbPT/ND Mbi/MDL.
- g. The duty hours during Sea trial of ship will be continuous and during harbour sometimes duty hours would be either of two shifts or more per day and in such cases supply would be required twice or thrice in a day.
- h. Suitable vehicle for transportation and delivery of food to the ship location shall be arranged by contractor prior/post to Sea Trial of ship. Required gate pass and entry/exit of Naval Dockyard(Mbi), MbPT will be arranged by MDL. Cost for vehicle transportation and helpers for food material handling needs to be considered in the food cost, MDL will not pay or entertain and pay any extra cost.
- i. The contractor needs to prepare the food as per the menu from the Ship's galley during the sea trail, all required utensils for cooking, serving and dish washing chemicals are to arranged/brought by the contractor.

4. INSTRUCTION FOR SEA TRIALS: The contractor needs to serve the food as per the Menu – Pre Cooked Food / Onboard Cooking Food.

- a. The instructions regarding menu and no. of person will be issued from planning department/Administration department telephonically or in writing and would be controlling authority for the contract. You shall contact AGM/SM (Yd12653) for obtaining the instruction for supply of foods.



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- b. The galley operational requirements need to be checked by the contractor 01 day prior to Sea Trial of the ship. This has to be informed to the concerned nominated / admin officer of the ship.
- c. During sea trials cooking and serving is required to be done onboard the ship. Provision to be made in advance for essential raw material along with cooking utensils as well as serving material with a team comprising of 3 cooks, 2 helpers and 4 service boys along with one Supervisor/ Manager. Further facilities required for cooking on the ship will be provided by MDL viz. Automatic kitchen galley, storage space etc. You shall load raw materials early in the morning onboard the ship in MBPT/Naval dockyard as required. Sometimes duty hours would be either of two shifts or more than one day.
- d. However, on few occasions when cooking on board the ship under trial is not feasible due to certain unavoidable circumstances, in those cases you shall load the pre-cooked food on board the ship in suitable utensils and same should be warmed before servicing on the ship.
- e. If cooking does not take place onboard the ship after loading the material as per MDL instructions, in such cases perishable items cost would be compensated by MDL as per mutual agreement to the extent of wastages.
- f. The exact no. of persons for whom packets/raw materials for breakfast, lunch & dinner to be loaded on board the ship along with place of delivery would be communicated to you by Planning department/Administration department latest by 12 hrs. in advance.
- g. The contractor shall clean the Mess/Cooking equipment's/Galley after use, cleanliness to be authorized by MDL officer, register to be maintained in mess by contractor. The garbage bags required for disposal of waste shall be organized by the contractor, properly secured with collected waste time to time and kept at designated area.
- h. **Accounting of unused Rations:** All the rations would be disembarked from the Ship on returning harbour and embarked again prior next sorties. No excess quantity of rations to be stored onboard ship during the harbour. The contractor can account for the returned rations in consultation with SM (Yd. 12653).
- i. **Processed food Packets/Drinks:** There are number of items such as Breakfast Cereals, Paneer, Curd, Cheese, Jams, Sausages/Salamis etc. those requires minimal cooking and are acceptable to the palate.
- j. **Ready to cook Frozen Packaged food:** The user personnel on ship needs to be provided with frozen food packets readily available in market that ease the burden of cooking and minimize production of waste on board. Eg. boneless pre-cut frozen Chickens /fish/paneer/mixed vegetables packets, pureed tomato, Pureed Palak, Fried onion packets, Pre-cut frozen salads, Gravy for chicken/Fish/Paneer etc.
- k. **Dry Rations:** The cooking onboard ship should be planned with respect to galley facility i.e. for Rice, Chapatti/Roti. These dry rations need to be provided in air tight containers/drums by the contractor to prevent rat/insect menace onboard.
- l. **Fresh rations:** Seasonal fresh fruits, Eggs etc. which are easy to store, serve and consume should be provided on board.
- m. **Provision of one cooked meals:** The user personnel on ship should be provided one cooked items (breakfast/lunch/dinner) one hour prior to leaving from harbour in order to cater the operational requirements of Ship.

5. **Administrative Aspects:**

- a. Contractor needs to submit a list of deployed personnel, along with identity proof, copy of insurance cover, MDL pass No. to SM (Yd. 12653) office on 01 day prior to the scheduled Sea Trial. As per procedure requisite PVR of



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OUTSOURCING DEPARTMENT

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Add.Service level Agreement(ASLA)

contractor personnel needs to be submitted to CSO office, MDL for obtaining MDL pass. Please note without MDL pass, contractor personnel will not be allowed to board on ship.

- b. Contractor needs to arrange for valid insurance cover for all his personnel prior to sea trials, cost for the same to be borne by the contractor.
- c. Food consumed by contractor personnel will not be taken under the MDL PO quantities.

6. Inspection:

- a. Quality and quantity of food items will be checked and inspected by Manager or Executive of above level of User dept. (Yd.12653). MDL Medical doctors or Ship staff personnel reserve the right to inspect the kitchen premises on board ship, if required.
- b. The contractor needs to maintain register for recording complaints and grievances raised by user dept.
- c. The contractor needs to reply to the raised complaints with remedial action to avoid same problems in repeated manner.
- d. Penalty charges maximum up to Rs.2000/- will be levied on the firm through OTS dept. against the PO., in case the firm couldn't supply the quality food and repeats the same problem more than 03 times which is recorded and duly accepted by the contractor.

7. MDL Scope:

- a. Facilities required for cooking on the ship will be provided by MDL. Viz, Automatic Kitchen galley, storage space etc.
- b. Launch facilities for transportation from nearest jetty to anchored ship.
- c. ND(Mbi) / MbPT Gate pass entry/exit for the vehicles carrying food will be arranged by MDL.
- d. Any required medical assistance for contractor personnel on ship during the sea trial will be provided by MDL.

8. GENERAL INSTRUCTIONS FOR SEA TRIALS & HARBOUR PACKED FOOD:

- a. The non-veg items i.e. chicken should be fresh broilers. Fish must be Promfret in case of non-availability of Promfret, halwa, rawas, surmai, Prawns can be supplied with prior permission from SM(Yd.12653) other substitute will not be accepted.
- b. Edible oil should be of good brand; No Palmolive oil should be used.
- c. Fruits should be fresh. No over ripe fruits to be served.
- d. Kolam Rice or above quality to be used and packed in suitable container/drum.
- e. Delivery at specific time at the specific location. Sometimes Breakfast/Lunch/Dinner packets to be delivered at site at two different timings based on ship movement.
- f. You shall provide sufficient service boys (approx. 6 Nos.) for distribution of food packets during ship at Harbour & they should have uniform of your company.
- g. The food must be packed hygienically in appropriate containers made of aluminium foil, plastic laminated cardboard boxes. Paper napkins, disposable plates, water glass, plastic spoon/forks are to be provided in the food boxes or served.
- h. The caterers brand, name and address must be stamped in the box.



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- i. The food must be prepared in hygienic conditions and must be capable of remaining unspoiled. MDL Medical Officers Reserve the right to inspect the kitchen premises periodically.
- j. The Non Veg & Veg items to be packed in plastic containers during the storage.
- k. Bread should be large slice and fresh.
- l. The garbage bags required for disposal of waste shall be organized by the contractor.
- m. Firm to submit the detailed breakup quantities (date wise) and consolidated sheet (monthly/post sea trail) along with WDC (Work Done Certificate) in line with the PO. The WDC and MDL - Work Completion Certificate(WCC) will be duly signed by SM(Yd.12653) for bill process on completion of month/post sea trail.

SEA TRIALS MENU

| Item No | Description of MENU - A for Wet Lunch/Dinner: | Qty per packet/person |
|---|---|-----------------------|
| | NON-VEG | |
| 1 | Butter Chicken/Mutton Masala/Fried Fish/Chicken Chilly or Manchurian or Equivalent. | 200 gms |
| OR | VEG | |
| | Malai Kofta/Navaratan kurma/Panner Makhan/Mushroom mutter masala/Veg chilly or Manchurian or Equivalent | 200 gms |
| COMMON TO BOTH VEG & NON VEG | | |
| 2 | Bread slices/Chapatti/Roti | 03 nos |
| 3 | Rice Pulav /Jeera Fried Rice/Yellow Rice | 250 gms |
| 4 | Sukha vegetable | 100 gms |
| 5 | Dal Fry | 150 gms |
| 6 | Curd/Butter milk/Shrikand | 100 gms |
| 7 | Salad (50 gms)+ Pickle (15 gms) | 65 gms |
| 8 | Fruit (Apple/Banana/Orange) | 01 no |

- Note:** 1. One Non Veg. plate consist of items at sl no. 1 + all common items (2,3,4,5,6,7,8).
2. One Veg. plate consist of items at sl no. 1 + all common items (2,3,4,5,6,7,8).

| Item No | Description of Menu F - Break Fast | Qty per packet/person |
|-----------|--|-----------------------|
| | VEG | |
| 1 | Bread & Butter (Large size) | 04 nos |
| 2 | Panner Cutlet with Sauce or Misal Pav or Dosa with Chatni or Onion Poha with Peanuts | 200 gms |
| OR | NON-VEG | |
| 3 | Egg Omlet Sandwich or Boiled Egg with pepper | 01 No. |

- Note:** 1. One Non Veg. plate consist of items at sl no. 1 + 3.
2. One Veg. plate consist of items at sl no. 1 + 2.



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| Item No | Description of <u>Menu E</u> - Dry Snacks | Qty per packet/person |
|---------|---|-----------------------|
| 1 | Namkean/Chivda (Haldiram/Balaji/Parle or Equivalent (50 gms pkts) | 01 No. |
| 2 | Monginis slice cake (std size) | 01 No. |
| 3. | Salt biscuit (60-80 gm pkts) | 01 No. |

| Item No | Description - Tea, Water Bottle | Qty per packet/person |
|---------|--|-----------------------|
| 1 | Tea with cups(Disposable) for 100ml | 01 No. |
| 2 | Mineral water bottle (1 litre bottle) (Bisleri/ Himalayan/ Oxyrich/ Aquafina/ Belly or equivalent ISI) provided with food. | 01 No. |


सौमित्र अ. मिश्रा
SAUMITRA A. MISHRA
मुख्य प्रबंधक (यार्ड-12653)
CHIEF MANAGER (YARD-12653)
माझगांव डॉक शिपबिल्डर्स लिमिटेड
MAZAGON DOCK SHIPBUILDERS LIMITED



MAZAGON DOCK SHIPBUILDERS LTD.
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Add.Service level Agreement(ASLA)

ILLUSTRATIVE RATE SHEET

Rate sheet for Annual Rate Contract for Cooking & serving of Food Onboard Ship during Sea Trials for Yd.12653 (P17A).

| Sr. No | Description | Unit of Measure | Total Quantity (A) | Unit rate in INR (B) | Total Cost INR (A x B) |
|--------|---|-----------------|--------------------|----------------------|------------------------|
| 1 | Menu A (Veg) - Sea Trial | Nos | 12000 | | |
| 2 | Menu A (Non-Veg) - Sea Trial | Nos | 10000 | | |
| 3 | Mineral Water Bottle (1 Litre) | Nos | 81000 | | |
| 4 | Salt Biscuit (60-80 gm pkt) | Nos | 15000 | | |
| 5 | Monginis Slice Cake (Std Size) | Nos | 14000 | | |
| 6 | Namkin/Chivda (50 gm packet) | Nos | 14000 | | |
| 7 | Tea with Cups (Disposable) for 100 ML | Nos | 35000 | | |
| 8 | Veg Breakfast (Menu F) - Sea Trials | Nos | 10000 | | |
| 9 | Non Veg Breakfast (Menu F) - Sea Trials | Nos | 9000 | | |


सांमित्र अ. मिश्रा
SAUMITRA A. MISHRA
मुख्य प्रबंधक (यार्ड-12653)
CHIEF MANAGER (YARD-12653)
म. मा. डॉक शिपबिल्डर्स लिमिटेड
MAZAGON DOCK SHIPBUILDERS LIMITED




MAZAGON DOCK SHIPBUILDERS LTD.
OUTSOURCING DEPARTMENT

दो बोली ई-निविदा GEM/2025/B/6559782

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Add.Service level Agreement(ASLA)

| DETAILS OF FOOD QTY FOR SEA TRIAL MENU | | | |
|---|-------------|--------------------------|------------------|
| Description | 12653 | | |
| | Per day req | No of days for Sea trial | Total for Y12653 |
| Menu A (Veg) - Sea Trial | 480 | 25 | 12,000 |
| Menu A (Non-Veg) - Sea Trial | 400 | 25 | 10,000 |
| Mineral Water Bottle (1 Litre) | 3,240 | 25 | 81,000 |
| Salt Biscuit (60-80 gm pkt) | 600 | 25 | 15,000 |
| Monginis Slice Cake (Std Size) | 560 | 25 | 14,000 |
| Namkin/Chivda (50 gm packet) | 560 | 25 | 14,000 |
| Tea with Cups (Disposable) for 100 ML | 1,400 | 25 | 35,000 |
| Veg Breakfast (Menu F) - Sea Trials | 400 | 25 | 10,000 |
| Non Veg Breakfast (Menu F) - Sea Trials | 360 | 25 | 9,000 |


सौमित्र अ. मिश्रा
SAUMITRA A. MISHRA
मुख्य प्रबंधक (यार्ड-१२६५३)
CHIEF MANAGER (YARD-12653)
माझागन डॉक शिपबिल्डर्स लिमिटेड
MAZAGON DOCK SHIPBUILDERS LIMITED



MAZAGON DOCK SHIPBUILDERS LTD.
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Two Bid Web/Open GEM-tender for Requirement of Annual Rate Contract(ARC) for cooking and serving of food on board ship during Sea Trial for Yd 12653 of P17A

Add.Service level Agreement(ASLA)

ILLUSTRATIVE RATE SHEET

Sub: Requirement of Annual Rate Contract for Cooking & serving of Food Onboard Ship during Sea Trials for Yd.12653 for P17A ships

| Sr. No. | Work Description | Total Quantity | Unit | Unit Rate (in Rs.) | Total Amount (in Rs.) | Applicable GST | HSN no. |
|---------|---|----------------|------|----------------------|-----------------------|----------------|---------|
| 1 | Menu A (Veg) - Sea Trial | 12,000 | Nos | Quoted / not quoted. | Quoted / not quoted. | | |
| 2 | Menu A (Non-Veg) - Sea Trial | 10,000 | Nos | Quoted / not quoted. | Quoted / not quoted. | | |
| 3 | Mineral Water Bottle (1 Litre) | 81,000 | Nos | Quoted / not quoted. | Quoted / not quoted. | | |
| 4 | Salt Biscuit (60-80 gm pkt) | 15,000 | Nos | Quoted / not quoted. | Quoted / not quoted. | | |
| 5 | Monginis Slice Cake (Std Size) | 14,000 | Nos | Quoted / not quoted. | Quoted / not quoted. | | |
| 6 | Namkin/Chivda (50 gm packet) | 14,000 | Nos | Quoted / not quoted. | Quoted / not quoted. | | |
| 7 | Tea with Cups (Disposable) for 100 ML | 35,000 | Nos | Quoted / not quoted. | Quoted / not quoted. | | |
| 8 | Veg Breakfast (Menu F) (Sea Trials) | 10,000 | Nos | Quoted / not quoted. | Quoted / not quoted. | | |
| 9 | Non Veg Breakfast (Menu F) (Sea Trials) | 9,000 | Nos | Quoted / not quoted. | Quoted / not quoted. | | |

Note:

- Annexure-B is only for illustration purpose & for the purpose of indicating tax and whether **quoted / not quoted**.
- Bidders shall upload the completely filled Annexure-B with Technical Bid.
- Prices are to be quoted in the Rate sheet as per GeM format.
- Bidder while quoting should consider the all costs such as labour, hike in the minimum wages, transportation, equipment, all incidental expenses, consumables etc.
- Quantity shown is indicative. However, Payment shall be made as per actual work done.

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

| Sl. No. | Work Description | Quantity | Units | Unit Rate (in Rs.) | Total amount | Applicable GST in % | HSN Code |
|---------|--------------------------|----------|-------|---------------------|---------------------|---------------------|----------|
| 1 | Menu A (Veg) - Sea Trial | 12,000 | No. | Quoted / not quoted | Quoted / not quoted | XY % | 1234 |

ANNEXURE-C



MAZAGON DOCK SHIPBUILDERS LTD.
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Add.Service level Agreement(ASLA)

DECLARATION CERTIFICATE FOR LOCAL CONTENT

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

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

IN RESPECT OF BID/TENDER No......

ISSUED BY: (Name of Firm):

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

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

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

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

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

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

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

| Tender Item Sr No | Local content calculated as above % | Location of local value addition |
|----------------------|--|----------------------------------|
| All line items | | |

Attach separate sheet duly signed if space is not sufficient

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

(e) I accept that the Procurement Authority / Institution / MDL / Nodal Ministry has the right to request that the local content be verified in terms of the requirements of revised Public Procurement (preference to Make in India) Order 2017 dtd 16.09.2020 and I shall furnish the document / information on demand. Failure on my part to furnish the data will be treated as false



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Add.Service level Agreement(ASLA)

declaration as per PPP MII Order 2017. In case of contract being awarded, I undertake to retain the relevant documents for 7 years from date of execution.

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

SIGNATURE:

DATE: _____

Seal / Stamp of Bidder

INSTRUCTIONS TO FILL DECLARATION CERTIFICATE FOR LOCAL CONTENT i.e. ANNEXURE "C"

All bidders should mandatorily fill the below fields in the Annexure-C document:

- Tender number
- Your full name
- Your capacity/designation in your firm
- Name of your firm
- Issued by: Name of your firm
- Clause no (e) of Annexure C- Fill in all the columns of the table
 - i) Tender item sr.no. (**Example: - Tender item sr. no 1, 2, 3,..... OR Tender item sr. no 1 to 25**)
 - ii) local content percentage (item-wise)
 - iii) Location of local value addition

Please note that missing any one of the above fields would render the document to be incomplete and would be under **Liable for rejection.**

ANNEXURE-C-1

ACTUAL LOCAL CONTENT CERTIFICATE



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Add.Service level Agreement(ASLA)

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

Annexure-D



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Add.Service level Agreement(ASLA)

FORMAT FOR INFORMATION OF PAST ORDERS:

Bidders are required to submit information of past orders

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



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Add.Service level Agreement(ASLA)

ANNEXURE-E

Details for Remittance towards EMD/PS

1. **MDL'S BANK ACCOUNT DETAILS:**

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

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

TYPE OF ACCOUNT : **CURRENT**

BANK ACCOUNT NO : **11079519138**

IFSC CODE : **SBIN0006070**

SWIFT CODE : **SBININBB101**

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

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

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

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

Signature of Vendor/Representative



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Add.Service level Agreement(ASLA)

Annexure-F

INTEGRITY PACT

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

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

PREAMBLE

| | |
|--|--|
| | <p>The Principal/Buyer intends to award, under laid down organizational procedures, contract/s for.....The Principal/Buyer values full compliance with all relevant laws of the land rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder(s) and /or Contractor(s).</p> <p>In order to achieve these goals, the Principal/Buyer will appoint an Independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.</p> |
|--|--|

Section 1 Commitments of the Principal/Buyer:

| | |
|-----|---|
| (1) | The Principal/Buyer commits itself to take all measures necessary to prevent corruption and to observe the following principles: |
| a) | No employee of the Principal/Buyer, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to. |
| b) | The Principal/Buyer will during the tender process treat all Bidder(s) with equity and reason. The Principal/Buyer will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution. |
| c) | The Principal/Buyer will exclude from the process all known prejudiced persons. |
| d) | The Principal/Buyer undertakes to scrupulously follow the tender containing General Conditions of Contract (GCC) in respect of procurement contracts for goods, services and civil works. |
| (2) | If the Principal/Buyer obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, the Principal/Buyer will inform the Chief Vigilance Officer, MDL and in addition can initiate disciplinary actions. |



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Add.Service level Agreement(ASLA)

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

| | | |
|-----|---|--|
| (1) | The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution. | |
| | a) | The Bidder(s)/Contractor(s) will not, directly or through any other persons or firm, offer promise or give to any of the Principal/Buyer's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage or any kind whatsoever during the tender process or during the execution of the contract. |
| | b) | The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process. |
| | e) | The Bidder(s)/Contractor(s) will not commit any offence under the relevant Anti-Corruption Laws of India; further the Bidder(s)/Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to other, any information or document provided by the Principal/Buyer as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically. |
| | d) | The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. All payments made to the Indian Agent/representative have to be in Indian Rupees only. Further details as mentioned in the "Guidelines of Indian Agents of Foreign suppliers" shall be disclosed by the Bidders(s)/Contractor(s). Copy of the "Guidelines on Indian Agents of Foreign Suppliers" as annexed and marked as Annexure A. |
| | e) | The Bidder(s)/Contractor(s) will when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract. |
| | f) | The Bidder (s)/Contractor(s), their agents, representatives shall not do such things so as to interfere with the procedures laid down in the Principal/Buyer's tender containing the General Conditions of Contract (GCC) in respect of procurement contracts for goods, services and civil works. |
| | g) | The Bidder commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts. |
| (2) | The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlines above or be an accessory to such offences. | |



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Add.Service level Agreement(ASLA)

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

| | | |
|--|----|---|
| | | If the Bidder(s)/Contractor(s) before contract award or during execution of Contract has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility as Bidder(s) in question, the Principal/Buyer is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or to terminate the contract, if already signed for such reason, as per the procedure mentioned in the "Guidelines on Banning of business dealings" Copy of the "Guidelines on Banning of business dealings" is annexed and marked as Annexure B. |
| | 1) | If the Bidder(s)/Contractor(s) has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal/Buyer is entitled also to exclude the Bidder(s)/Contractor(s) from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder(s) and the amount of the damage. The exclusion will be imposed for a minimum of six months and maximum of five years, which may be further extended at the discretion of the Principal/Buyer. |
| | 2) | A transgression is considered to have occurred, if the Principal/Buyer after due consideration of the available evidence, concludes that no reasonable doubt is possible. |
| | 3) | The Bidder (s) accepts and undertakes to respect and uphold the Principal/Buyer's absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining legal advice. |
| | 4) | If the Bidder(s)/Contractor(s) can prove that he has restored/ recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Buyer may revoke the exclusion prematurely. |

Section 4—Sanctions for Violation:

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



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| | |
|----|--|
| a) | To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the Bidder. However, the proceedings with the other Bidder (s) would continue. |
| b) | The Earnest Money Deposit/Security Deposit/Performance Bond shall stand forfeited either fully or partially, as decided by the Principal/Buyer, and the Principal/Buyer shall not be required to assign any reason there for. |
| c) | To immediately cancel the contract, if already signed, without giving any compensation to the Bidder. |
| d) | To recover all sums already paid by the Principal/Buyer, in case of an Indian Bidder with interest thereon at 2% higher than the prevailing Base Rate of SBI, and in case of a Bidder from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the Bidder from the Buyer in connection with any other contract for any other Defence stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest. |
| e) | To en-cash the advance Bank Guarantee and Performance Bond/Warranty bond, if furnished by the Bidder, in order to recover the payments, already made by the Principal/Buyer, along with interest. |
| f) | To cancel all or any other contracts with the Bidder. |
| g) | To debar the Bidder from entering into any bid from Principal/Buyer for a minimum period of five years, which may be further extended at the discretion of the Principal/Buyer. |
| h) | To recover all sums paid in violation of this Pact by Bidder(s) to any middleman or agent or broker with a view to securing the contract. |
| i) | If the Bidder or any employee of the Bidder or any person acting on behalf of the Bidder, either directly or indirectly, is closely related to any of the officers of the Buyer, or alternatively, if any close relative of an officer of the Buyer has financial interest/stake in the Bidder's firm, the same shall be disclosed by the Bidder at the time of filing of tender. Any failure to disclose the interest involved shall entitle the Buyer to rescind the contract without payment of any compensation to the Bidder. |
| | The term 'close relative' for this purpose would mean spouse whether residing with the Principal/Buyer's employee/employees or not, but not include a spouse separated from the Principal/Buyer's employee/employees by a decree or order of a competent court; son or daughter or step son or step daughter and wholly dependent upon Principal/Buyer's employee/employees, but does not include a child or step child who is no longer in any way dependent upon the Principal/Buyer's employee/employees or of whose custody the Principal/Buyer's employee/employees has been deprived of by or under any law; any other person related, whether by blood or marriage, to the Principal/Buyer's employee/employees or to the Principal/Buyer's |



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| | | |
|-----|----|---|
| | | employee/employees wife or husband and wholly dependent upon Principal/Buyer's employee/employees. |
| | j) | The Bidder shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the Principal/Buyer, and if he does so, the Principal/Buyer shall be entitled forthwith to rescind the contract and all other contracts with the Bidder. The Bidder shall be liable to pay compensation for any loss or damage to the Principal/Buyer resulting from such rescission and the Principal/Buyer shall be entitled to deduct the amount so payable from the money(s) due to the Bidder. |
| | l) | In cases where Irrevocable Letters of Credit have been received in respect of any contract signed by the Principal/Buyer with the Bidder, the same shall not be opened. |
| (2) | | The decision of the Principal/Buyer to the effect that a breach of the provisions of this Integrity Pact has been committed by the Bidder shall be final and binding on the Bidder, however, the same Bidder can approach the Monitor(s) appointed for the purposes of this Pact. |

Section 5— Previous Transgression:

| | |
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| (1) | The Bidder declares that no previous transgressions occurred in the last three years with any other company in any country conforming to the anti-corruption approach or with any other public sector enterprise in India that could justify his exclusion from the tender process. |
| (2) | If the bidder makes incorrect statement on this subject, he can be disqualified from the tender process or further action can be taken. |

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

| | |
|-----|--|
| (1) | The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this integrity Pact, and to submit it to the Principal before contract signing. |
| (2) | The Principal/Buyer will enter into agreements with identical conditions as this one with all bidders, contractors and subcontractors. |
| (3) | The Principal/Buyer will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions. |

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

| | |
|-----|--|
| (1) | If the Principal/Buyer obtains knowledge of conduct of a Bidder, Contractor or subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or subcontractor |
|-----|--|



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which constitutes corruption or if the Principal has substantive suspicion in this regard, the Principal/Buyer will inform the same to the Chief Vigilance Officer, MDL.

Section 8 – Independent External Monitor/Monitors:

| | |
|-----|---|
| (1) | The Principal/Buyer appoints competent and credible independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively whether and to what extent the parties comply with the obligations under this agreement. |
| (2) | The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairman & Managing Director of the Principal/Buyer. |
| (3) | The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all project documentation of the Principal/Buyer including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality |
| (4) | The Principal/Buyer will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations, between the Principal/Buyer and the Contractor. The parties offer to the Monitor the option to participate in such meetings. |
| (5) | As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal/Buyer and request the Management to discontinue or take corrective action, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. However, the Monitor shall give an opportunity to the Bidder(s)/Contractor(s) to present its case before making its recommendation to the Principal/Buyer. |
| (6) | The Monitor will submit a written report to the Chairman & Managing Director of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the Principal/Buyer and, should the occasion arise, submit proposals for correcting problematic situations. |
| (7) | Monitor shall be entitle to compensation on the same terms as being extended to / provided to Independent Directors on the Board of Principal/Buyer. |
| (8) | If the Monitor has reported to the Chairman & Managing Director of the Principal, a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India and the Chairman & Managing Director of the Principal/Buyer has not, within the reasonable time |



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| | |
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| | taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India. |
| (9) | The word 'Monitor' would include both singular and plural. |

Section 9—Pact Duration:

| | |
|--|---|
| | <p>This pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract and for all other Bidders 06 months after the contract has been awarded.</p> <p>If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above unless it is discharged / determined by Chairman & Managing Director of the Principal/Buyer.</p> |
|--|---|

Section 10—Other provisions:

| | |
|-----|--|
| (1) | This agreement is subject to Indian Law, place of performance and jurisdiction is the Registered Office of the Principal/Buyer, i.e. Mumbai (For MDL). The Arbitration clauses provided in the main tender document/ contract shall not be applicable for any issue/dispute arising under this Integrity pact. |
| (2) | Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made. |
| (3) | If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members. |
| (4) | Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions. |

Section 11—Fall Clause: #

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



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Add.Service level Agreement(ASLA)

For & on behalf of _____ For & on behalf of _____

MAZAGON DOCKSHIPBUILDERS LIMITED _____ Bidder/Contractor

(OFFICE SEAL) _____ (OFFICE SEAL) _____

Place _____

Date _____

Witness 1: _____ Witness 2: _____

(Name & Address) _____ (Name & Address) _____



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Add.Service level Agreement(ASLA)

GUIDELINES FOR INDIAN AGENTS OF FOREIGN SUPPLIERS

| | |
|-----|---|
| 1.0 | There shall be compulsory registration of agents for all Global (Open) Tender and Limited Tender. An agent who is not registered with MDL shall apply for registration. |
| 1.1 | An agent shall represent only one Foreign Supplier and not represent two suppliers or quote on their behalf in the same tender. |
| | However, either the Indian Agent on behalf of the Foreign Suppliers (also includes foreign manufacturers) or the Foreign Suppliers (also includes foreign manufacturers) directly could bid in a tender, but not both. In cases where an agent participates in a tender on behalf of one manufacturer, shall not quote on behalf of another manufacturer along with the first Manufacturer in a subsequent/parallel tender for the same item. |
| 1.2 | Registered agents will file an authenticated Photostat copy duly attested by a Notary Public/Original certificate of the principal confirming the agency agreement and giving the status being enjoyed by the agent and the commission/remuneration/salary/ retainer ship being paid by the principal to the agent before the placement of order by MDL. |
| 1.3 | Wherever the Indian representatives have communicated on behalf of their principals and the foreign parties have stated that they are not paying any commission to the Indian agents, and the Indian representative is working on the basis of salary or as retainer, a written declaration to this effect should be submitted by the party (i.e. Principal) before finalizing the order. |

2.0 DISCLOSURE OF PARTICULARS OF AGENTS/ REPRESENTATIVES IN INDIA, IF ANY

| | | |
|-----|--|---|
| 2.1 | Tenderers of Foreign nationality shall furnish the following details in their offer: | |
| | 2.1.1 | The name and address of the agents/representatives in India, if any and the extent of authorization and authority given to commit the Principals. In case the agent/representative be a foreign Company, it shall be confirmed whether it is real substantial Company and details of the same shall be furnished. |
| | 2.1.2 | The amount of commission/remuneration included in the quoted price(s) for such agents/representatives in India |
| | 2.1.3 | Confirmation of the Tenderer that the commission/ remuneration if any, payable to his agents/ representatives in India, may be paid by MDL in Indian Rupees only. |
| 2.2 | Tenderers of Indian Nationality shall furnish the following details in their offers: | |
| | 2.2.1 | The name and address of the foreign principals indicating their nationality as well as their status, i.e, whether manufacturer or agents of manufacturer holding the Letter of Authority of the Principal specifically authorizing the agent to make an offer in India in response to tender either directly or through the agents/representatives. |



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| | 2.2.2 | The amount of commission/remuneration included in the price (s) quoted by the Tenderer for himself. |
| | 2.2.3 | Confirmation of the foreign principals of the Tenderer that the commission / remuneration, if any, reserved for the Tenderer in the quoted price (s), may be paid by MDL in India in equivalent Indian Rupees on satisfactory completion of the Project or supplies of Stores and Spares in case of operation items |
| 2.3 | | In either case, in the event of contract materializing, the terms of payment will provide for payment of the commission /remuneration, if any payable to the agents/representatives in India in Indian Rupees on expiry of 90 days after the discharge of the obligations under the contract. |
| 2.4 | | Failure to furnish correct and detailed information as called for in paragraph 2.0 above will render the concerned tender liable to rejection or in the event of a contract materializing, the same liable to termination by MDL. Besides this there would be a penalty of banning business dealings with MDL or damage or payment of a named sum. |

Annexure-B to Enclosure-18

GUIDELINES ON BANNING OF BUSINESS DEALINGS CONTENTS



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| Sr. | Description |
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| 2 | Scope |
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| 4. | Initiation of Banning / Suspension |
| 5. | Suspension of Business Dealings |
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| 7. | Banning of Business Dealings |
| 8. | Removal from List of Approved Agencies-Suppliers/ Contractors etc. |
| 9. | Procedure for issuing Show cause Notice |
| 10. | Appeal against the Decision of the Competent Authority |
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| 12. | Circulation of the names of Agencies with whom Business Dealings have been banned |

1- Introduction

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| 1.1 | Mazagon Dock Shipbuilders Limited (MDL), being a Public Sector Enterprise and 'State', within the meaning of Article 12 of Constitution of India, has to ensure preservation of rights enshrined in Chapter III of the Constitution. MDL as also to safeguard its commercial interests. MDL deals with Agencies, who have a very high degree of integrity, commitments and sincerity towards the work undertaken. It is not in the interest of MDL to deal with Agencies who commit deception, fraud or other misconduct in the execution of contracts awarded / orders issued to them. In order to ensure compliance with the constitutional mandate, it is incumbent on MDL to observe principles of natural justice before banning the business dealings with any Agency. |
| 1.2 | Since banning of business dealings involves civil consequences for an Agency concerned, it is incumbent that adequate opportunity of hearing is provided and the explanation, if tendered, is considered before passing any order in this regard keeping in view the facts and circumstances of the case. |

2- Scope



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| 2.1 | MDL reserves its rights to remove from list of approved suppliers / contractors or to ban business dealings if any Agency has been found to have committed misconduct and also to suspend business dealings pending investigation. |
| 2.2 | Similarly, in case of sale of material there is a clause to deal with the Agencies / customers / buyers, who indulge in lifting of material in unauthorized manner. |
| 2.3 | However, absence of such a clause does not in any way restrict the right of MDL to take action / decision under these guidelines in appropriate cases. |
| 2.4 | The procedure of (i) Removal of Agency from the List of approved suppliers / contractors; (ii) Suspension and (iii) Banning of Business Dealing with Agencies, has been laid down in these guidelines. |
| 2.5 | These guidelines apply to all the Divisions/Yards of MDL. |
| 2.6 | It is clarified that these guidelines do not deal with the decision of the Management not to entertain any particular Agency due to its poor / inadequate performance or for any other reason. |
| 2.7 | The banning shall be with prospective effect, i.e., future business dealings. |

3. Definitions

In these Guidelines, unless the context otherwise requires:

| | | |
|------|--|---|
| i) | 'Bidder / Contractor / Supplier / Purchaser / Customer' shall mean and include a public limited company or a private limited company, a firm whether registered or not, an individual, a cooperative society or an association or a group of persons engaged in any commerce, trade, industry, etc. 'Bidder / Contractor / Supplier / Purchaser / Customer' in the context of these guidelines is indicated as 'Agency'. | |
| ii) | 'Inter-connected Agency' shall mean two or more companies having any of the following features: | |
| | a) | If one is a subsidiary of the other. |
| | b) | If the Director(s), Partner(s), Manager(s) or Representative(s) are common; |
| | c) | If management is common; |
| | d) | If one owns or controls the other in any manner; |
| iii) | 'Competent Authority' and 'Appellate Authority' shall mean the following: | |



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| a) | Functional Director shall be the 'Competent Authority' for the purpose of these guidelines. CMD, MDL shall be the 'Appellate Authority'. |
| b) | CMD, MDL shall have overall power to take suo moto action on any information available or received by him and pass such order(s) as he may think appropriate, including modifying the order(s) passed by any authority under these guidelines. |
| iv) | 'Investigating Department' shall mean any Department or Unit investigating into the conduct of the Agency and shall include the Vigilance Department, Central Bureau of Investigation, the State Police or any other department set up by the Central or State Government having powers to investigate. |
| v) | 'List of approved Agencies – 'Bidder / Contractors / Suppliers / Purchasers / Customers shall mean and include list of approved / registered Agencies – 'Bidder / Contractors / Suppliers / Purchasers / Customers, etc. |

4. Initiation of Banning / Suspension

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| | Action for banning / suspension business dealings with any Agency should be initiated by the department having business dealings with them after noticing the irregularities or misconduct on their part. Besides the concerned department, Vigilance Department may also be competent to initiate such action. |
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5. Suspension of Business Dealings

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| 5.1 | If the conduct of any Agency dealing with MDL is under investigation by any department, the Competent Authority may consider whether the allegations under investigation are of a serious nature and whether pending investigation, it would be advisable to continue business dealing with the Agency. If the Competent Authority, after consideration of the matter including the recommendation of the Investigating Department, if any, decides that it would not be in the interest to continue business dealings pending investigation, it may suspend business dealings with the Agency. The order to this effect may indicate a brief of the charges under investigation. If it is decided that inter-connected Agencies would also come within the ambit of the order of suspension, the same should be specifically stated in the order. The order of suspension would operate for a period not more than six months and may be communicated to the Agency as also to the Investigating Department. The Investigating Department may ensure that their investigation is completed and whole process of final order is over within such period. |
| 5.2 | The order of suspension shall be communicated to all Commercial Departmental Heads. During the period of suspension, no business dealing may be held with the Agency. |



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| 5.3 | As far as possible, the existing contract(s) with the Agency may continue unless the Competent Authority, having regard to the circumstances of the case, decides otherwise. |
| 5.4 | If the gravity of the misconduct under investigation is very serious and it would not be in the interest of MDL, as a whole, to deal with such an Agency pending investigation, the Competent Authority may order suspension of business dealing with Agency and send his recommendation to Chief Vigilance Officer (CVO), MDL along with the material available, copy of which may be issued to the Agency concerned with intimation to CVO MDL. Such an order would operate for a period of six months from the date of issue. |
| 5.5 | If the Agency concerned asks for detailed reasons of suspension, the Agency may be informed that its conduct is under investigation. It is not necessary to enter into correspondence or argument with the Agency at this stage. |
| 5.6 | It is not necessary to give any show cause notice or personal hearing to the Agency before issuing the order of suspension. However, if investigations are not complete in six months' time, the Competent Authority may extend the period of suspension by another three months, during which period the investigations must be completed. |

6. Ground on which Banning of Business Dealings can be initiated

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| 6.1 | If the security consideration, including questions of loyalty of the Agency to the State, so warrants; |
| 6.2 | If the Director / Owner of the Agency, proprietor or partner of the firm, is convicted by a Court of Law for offences involving moral turpitude in relation to its business dealings with the Government or any other public sector enterprises or MDL, during the last five years; |
| 6.3 | If there is strong justification for believing that the Directors, Proprietors, Partners, owner of the Agency have been guilty of malpractices such as bribery, corruption, fraud, substitution of tenders, interpolations, etc; |
| 6.4 | If the Agency continuously refuses to return / refund the dues of MDL without showing adequate reason and this is not due to any reasonable dispute which would attract proceedings in arbitration or Court of Law; |
| 6.5 | If the Agency employs a public servant dismissed / removed or employs a person convicted for an offence involving corruption or abetment of such offence; |
| 6.6 | If business dealings with the Agency have been banned/blacklisted by Government Agencies/ Statutory bodies, DGQA, Defence Shipyards, DPSUs or with whom commercial transactions have been suspended for sufficient and justifiable reasons. |
| | If the Agency having same promoters/Directors /Partners as the barred/blacklisted Company as at 6.6 above for the duration for which the barring/ blacklisting of sister concern persists. |



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| | |
|------|--|
| 6.7 | <p>If the Agency has resorted to Corrupt, fraudulent practices including misrepresentation of facts;</p> <p>If the agency who had fraudulently dealt with the Company for pecuniary gains or had connived with dealing officers for mutual benefit.</p> |
| 6.8 | If the Agency uses intimidation / threatening or brings undue outside pressure on the MDL or its official in acceptance / performances of the job under the contract; |
| 6.9 | If the Agency indulges in repeated and / or deliberate use of delay tactics in complying with contractual stipulations; |
| 6.10 | Wilful indulgence by the Agency in supplying sub-standard material irrespective of whether pre-dispatch inspection was carried out by MDL or not; |
| 6.11 | Based on the findings of the investigation report of CBI / Police against the Agency for malafide / unlawful acts or improper conduct on his part in matters relating to the MDL or even otherwise; |
| 6.12 | Established litigant nature of the Agency to derive undue benefit; |
| 6.13 | Continued poor performance of the Agency in several contracts; |
| 6.14 | <p>If the Agency misuses the premises or facilities of the MDL, forcefully occupies, tampers or damages the Company's properties including land, water resources, forests / trees, etc.</p> <p>If the Agency who knowingly collude to defeat competition with the aim of deriving undeserved profit or gain from doing business with MDL.</p> <p>(Note: The examples given above are only illustrative and not exhaustive. The Competent Authority may decide to ban business dealing for any good and sufficient reason).</p> |

7. Banning of Business Dealings

| | |
|-----|--|
| 7.1 | Decision to ban business dealings with any Agency would apply throughout the Company. |
| 7.2 | There will be a Standing Committee to be appointed by the CMD which may include HOD of respective Commercial Section/Capital Works/OTS, HOD (M), rep of Legal Dept. and OIC (SR&R) for processing the cases of "Banning of Business Dealings". The functions of the committee shall, inter alia include: |
| | <p>i) To study the report of the Investigating Agency and decide if a prima-facie case for banning exists, if not, send back the case to the Competent Authority.</p> <p>ii) To recommend for issue of show-cause notice to the Agency by the concerned department</p> |



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| | | |
|-----|------|--|
| | iii) | To examine the reply to show cause notice and call the Agency for personal hearing, if required. |
| | iv) | To submit final recommendation to the Competent Authority for banning or otherwise. |
| 7.3 | | If the Competent Authority is prima-facie of view that action for banning business dealings with the Agency is called for, a show-cause notice may be issued to the Agency as per paragraph 9.1 and an enquiry held accordingly. |

8. Removal from List of Approved Agencies—Suppliers / Contractors, etc

| | |
|-----|--|
| 8.1 | If the Competent Authority decides that the charge against the Agency is of a minor nature, it may issue a show-cause notice as to why the name of the Agency should not be removed from the list of approved Agencies—Suppliers / Contractors, etc. |
| 8.2 | The effect of such an order would be that the Agency would not be disqualified from competing in Open Tender Enquiries but LTE may not be given to the Agency concerned. |
| 8.3 | Past performance of the Agency may be taken into account while processing for approval of the Competent Authority for awarding the contract. |

9. Show-cause Notice

| | | |
|-----|--|---|
| 9.1 | In case where the Competent Authority decides that action against an Agency is called for, a show-cause notice has to be issued to the Agency. Statement containing the imputation of misconduct or misbehavior may be appended to the show-cause notice and the Agency should be asked to submit within 15 days a written statement in its defence. | |
| 9.2 | If the Agency requests for inspection of any relevant document in possession of MDL, necessary facility for inspection of documents may be provided. | |
| 9.3 | The Competent Authority may consider and pass an appropriate speaking order: | |
| | a) | For exonerating the Agency if the charges are not established; |
| | b) | For removing the Agency from the list of approved Suppliers / Contractors, etc. |
| | c) | For banning the business dealing with the Agency. |
| 9.4 | If it decides to ban business dealings, the period for which the ban would be operative may be mentioned. The order may also mention that the ban would extend to the interconnected Agencies of the Agency. | |

10. Appeal against the Decision of the Competent Authority



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| | |
|------|--|
| 10.1 | The Agency may file an appeal against the order of the Competent Authority banning business dealing, etc. The appeal shall lie to Appellate Authority. Such an appeal shall be preferred within one month from the date of receipt of the order banning business dealing, etc. |
| 10.2 | Appellate Authority would consider the appeal and pass appropriate order which shall be communicated to the Agency as well as the Competent Authority. |

11.Review of the Decision by the Competent Authority

| | |
|--|--|
| | Any petition / application filed by the Agency concerning the review of the banning order passed originally by Competent Authority under the existing guidelines either before or after filing of appeal before the Appellate Authority or after disposal of appeal by the Appellate Authority, the review petition can be decided by the Appellate Authority upon disclosure of new facts / circumstances or subsequent development necessitating such review. The Competent Authority may refer the same petition to the separate Standing Committee which may be constituted by Appellate Authority for examination and recommendation. |
|--|--|

12.Circulation of the names of Agencies with whom Business Dealings have been banned

| | |
|------|--|
| 12.1 | Depending upon the gravity of misconduct established, the Competent Authority may direct HOD (Materials)/OIC (SR&R) to circulate the names of Agency with whom business dealings have been banned, to the Government Departments, other Public Sector Enterprises, etc. for such action as they deem appropriate |
| 12.2 | If Government Departments or a Public Sector Enterprise request for more information about the Agency with whom business dealings have been banned, a copy of the report of Inquiring Authority together with a copy of the order of the Competent Authority / Appellate Authority may be supplied. |
| 12.3 | If business dealings with any Agency have been banned by the Central or State Government or any other Public Sector Enterprise, MDL may, without any further enquiry or investigation, issue an order banning business dealing with the Agency and its inter-connected Agencies |



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Annexure-G

Non-Disclosure Agreement Format

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

WHEREAS

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

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

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

NOW THEREFORE the Parties agree as follows:

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

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

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

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

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

(a) _____ Be safely kept by the Receiving Party; the Receiving Party shall protect the Confidential Information with the same degree of care as the Receiving Party uses with its own confidential



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information in order to prevent its disclosure, copy and / or its use (but in no event less than reasonable care) for purposes other than the Proposal:

- (b) ~~Be only disclosed to, and used by, those employees or directors who have a need to know.~~
- (c) ~~Not be disclosed to a third party except those with a need to know provided they receive such information subject to the same restrictions as are contained in this Agreement.~~
- (d) ~~Be used by the Receiving Party directly or indirectly, solely for the purpose of considering, evaluating and effecting the tender/bid/contract.~~

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

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

- (a) ~~Information publicly known through no wrongful act of the Receiving Party.~~
- (b) ~~Information rightfully disclosed by a third party without breach of this Agreement by the Receiving Party and which can be communicated without restriction.~~
- (c) ~~Information which was already known or which was independently developed by the Receiving Party (provided that the Receiving Party can demonstrate the same).~~
- (d) ~~Information, the disclosure of which the Disclosing Party authorizes in writing.~~

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

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

- (a) ~~Disclose to any person, directly or indirectly:~~
 - i) ~~The fact that the Confidential Information has been made available to the Receiving Party by the Disclosing Party or that the Receiving Party has inspected any portion of the Confidential Information; or~~
 - ii) ~~The fact that any discussion or negotiation is taking place concerning the Proposal; or~~
 - iii) ~~Any of the terms, conditions or other facts with respect to the Proposal, including the status thereof; or~~
- (b) ~~Make any private or public announcement or statement concerning or relating to the Proposal.~~

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

- a) ~~Disclosure of information by it to the Receiving Party does not infringe the rights of any third party nor is it under any restriction with regard to the disclosure of any information, and that where applicable, it has obtained all licenses and consents necessary to enable the lawful disclosure of information by it to the Recipient; and~~
- b) ~~It is not aware of any restriction on the use of such information by the Receiving Party, save as provided in this Agreement.~~
- c) ~~To the effect that the foregoing representations and warranties shall be deemed to be given at the date of this Agreement and after that date upon and in respect of each disclosure.~~

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

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

11. ~~For the purposes of this Agreement 'Classified Information' shall mean information, documents and material of any kind which the respective Government i.e. Indian Government has~~



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given or caused to be given a security classification irrespective of whether the same is transmitted orally, electronically, in writing or by hand. Notwithstanding any other provision of this Agreement:

a) ~~Each Party hereto undertakes to follow security procedures prescribed for military purposes with respect to disclosure, receipt, production, use and handling of Classified Information.~~

b) ~~Any Classified Information, disclosed by one Party hereto shall be, whatever the method of disclosure be, identified by the Disclosing Party as Classified Information at the time of disclosure.~~

c) ~~The provisions of this Clause are to remain in full force and effect notwithstanding any termination by expiration or otherwise of this Agreement.~~

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

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

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

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

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

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

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

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

To MDL _____ To _____

Address: _____ Address: _____

Phone No.: _____ Phone No.: _____

Fax: _____ Fax No.: _____



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E-mail: _____

E-mail: _____

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

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

Signed by the within named _____ Signed by the within named
MDL _____

In the presence of _____ In the presence of _____

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



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Add.Service level Agreement(ASLA)

Add. Service level Agreement(ASLA) Acceptance format.:

To,

Mazagon Dock Shipbuilders Limited, Outsourcing Department.

| SLA CLAUSE No. | BIDDER'S REMARK | SLA CLAUSE No. | BIDDER'S REMARK |
|-------------------|--------------------|-------------------|--------------------|
| | ACC. / DEV. | | ACC. / DEV. |
| 1 | | 2 | |
| 3 | | 4 | |
| 5 | | 6 | |
| 7 | | 8 | |
| 9 | | 10 | |
| 11 | | 12 | |
| 13 | | 14 | |
| 15 | | 16 | |
| 17 | | 18 | |
| 19 | | 20 | |
| 21 | | 22 | |
| 23 | | 24 | |
| 25 | | 26 | |
| 27 | | 28 | |
| 29 | | 30 | |
| 31 | | 32 | |
| 33 | | 34 | |
| 35 | | 36 | |
| 37 | | 38 | |
| 39 | | 40 | |
| 41 | | 42 | |
| 43 | | 44 | |
| 45 | | 46 | |
| 47 | | 48 | |
| 49 | | 50 | |
| 51 | | 52 | |
| 53 | | | |

COMPANY'S NAME & ADDRESS:

SIGNATURE:

DATE:

NAME:

DESIGNATION:

BIDDER'S COMPANY SEAL:

NOTE:

- Bidders should carefully read the Terms & Conditions of the of the Tender prior to filling up this acceptance format.
- This format should be properly filled, signed and bidder shall upload the scanned copy of the same online.
- 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.
- Clause numbers shown in the above format also includes the sub-clauses under these clauses.

Annexure-I



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General Conditions of Contract (GCC) for Goods and Services

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.

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

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

1. Tenets of Interpretation (Applicable for Goods and Services):

Unless where the context requires otherwise, throughout the contract:

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

2. Language of Contract (Applicable for Goods and Services):

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

3. Governing Laws and Jurisdiction (Applicable for Goods and Services):

3.1 Governing Laws and Jurisdiction:

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

3.2 Changes in Laws and Regulations

Unless otherwise stipulated in the contract, if after the last deadline for the bid submission (Techno-commercial), any law, regulation, ordinance, order or bye-law having the force of law is enacted,



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

4. **Confidentiality, Secrecy and IPR Rights** (Applicable for Goods and Services):

- (i) **IPR Rights:** All deliverables, outputs, plans, drawings, specifications, designs, reports, and other documents and software submitted by the contractor under this Contract shall become and remain the property of MDL and subject to laws of copyright and must not be shared with third parties or reproduced, whether in whole or part, without MDL's prior written consent. The contractor shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to MDL, together with a detailed inventory thereof. The contractor may retain a copy of such documents and software but shall not use it for any commercial purpose.
- (ii) **Confidentiality:** All documents, drawings, samples, data, associated correspondence or other information furnished by or on behalf of MDL to the contractor, in connection with the contract, whether such information has been furnished before, during or following completion or termination of the contract, are confidential and shall remain the property of MDL and shall not, without the prior written consent of MDL neither be divulged by the contractor to any third party, nor be used by him for any purpose other than the design, procurement, or other services and work required for the performance of this Contract. If advised by MDL, all copies of all such information in original shall be returned on completion of the contractor's performance and obligations under this contract.
- (iii) **Secrecy:** If the Contract declares the subject matter of this Contract as coming under the Official Secrets Act, 1923 or if the contract is marked as "Secret", the contractor shall take all reasonable steps necessary to ensure that all persons employed in any connection with the contract, have acknowledged their responsibilities and penalties for violations under the Official Secrets Act and any regulations framed thereunder.
- (iv) **Obligations of the contractor:**
 - a) Without MDL's prior written consent, the contractor shall not use the information mentioned above except for the sole purpose of performing this contract.
 - b) The contractor shall treat and mark all information as confidential (or Secret – as the case may) and shall not, without the written consent of MDL, divulge to any person other than the person(s) employed by the contractor in the performance of the contract. Further, any such disclosure to any such employed person shall be made in confidence and only so far as necessary for such performance for this contract.
 - c) Notwithstanding the above, the contractor may furnish to its holding company or its Subcontractor(s) such documents, data, and other information it receives from MDL to the extent required for performing the contract. In this event, the contractor shall obtain from such holding company/ Subcontractor(s) an undertaking of confidentiality (or secrecy – as the case may be) similar to that imposed on the contractor under the above clauses.
 - d) The obligation of the contractor under sub-clauses above, however, shall not apply to information that:
 - (i) the contractor needs to share with the institution(s) participating in the financing of the contract;
 - (ii) now or hereafter is or enters the public domain through no fault of Contractor;
 - (iii) can be proven to have been possessed by the contractor at the time of disclosure and which was not previously obtained, directly or indirectly, from MDL; or



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- (iv) otherwise lawfully becomes available to the contractor from a third party that has no obligation of confidentiality.
- e) The above provisions shall not in any way modify any undertaking of confidentiality (or Secrecy – as the case may be) given by the contractor before the date of the contract in respect of the contract/ the Tender Document or any part thereof.
- f) The provisions of this clause shall survive completion or termination for whatever reason of the contract.

5. Permits, Approvals and Licenses (Applicable for Goods and Services):

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

6. Transfer of Title of Goods (Applicable for Goods):

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

7. Extension of Delivery Period (Applicable for Goods):

- (i) If at any time during the currency of the contract, the contractor encounters conditions hindering timely delivery of the Goods and performance of incidental Works/ Services, he shall promptly inform MDL in writing about the same and its likely duration. He must make a request to MDL for an extension of the delivery schedule. On receiving the contractor's communication, MDL shall examine the situation and, at its discretion, may agree to extend the delivery schedule, with or without liquidated damages and with and without denial clause by issuing an amendment to the contract.
- (ii) **Conditions for Extension of Delivery Period:** When the period of delivery is extended due to unexcused delay by the contractor, the amendment extending the delivery period shall, inter alia, be subject to the following conditions:
 - a. **Liquidated Damages:** MDL shall recover from the contractor, under the provisions of this clause, liquidated damages on the Goods and incidental Works/ Services, which the contractor has failed to deliver within the delivery period stipulated in the contract.
 - b. **Denial Clause:**



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- (i) No increases in price on account of any statutory increase in or fresh Imposition of GST, customs duty or on account of any other taxes/ duty/ cess/ levy), leviable in respect of the Goods and incidental Works/ Services stipulated in the said contract which takes place after the original delivery date, shall be admissible on such of the said Goods, as are delivered after the said date; and
- (ii) Notwithstanding any stipulation in the contract for an increase in price on any other ground, including price variation clause or foreign exchange rate variation, or any other variation clause, no such increase after the original delivery date shall be admissible on such goods delivered after the said date.
- (iii) Nevertheless, MDL shall be entitled to the benefit of any decrease in price on account of reduction in or remission of GST, customs duty or on account of any other Tax or duty or any other ground as stipulated in the price variation clause or foreign exchange rate variation or any other variation clause which takes place after the expiry of the original delivery date.

(iii) **Liquidated damages**

If the contractor fails to deliver any or all of the Goods or fails to perform the incidental Works/ Services (e.g. installation, commissioning or operator training) within the time frame(s) incorporated in the contract, MDL shall, without prejudice to other rights and remedies available to MDL under the contract, deduct from the contract price, as agreed liquidated damages, but not as a penalty, a sum equivalent to the 0.5 % percent (excluding taxes) of the delivered price of the delayed Goods and/ or incidental Works/ Services for each week of delay or part thereof until actual delivery or performance, subject to a maximum deduction of the 5% of the delayed Goods' or incidental Works/ Services' contract price(s). Besides liquidated damages during such a delay, the denial clause shall also apply. Any failure or delay by any sub-contractor, though their employment may have been sanctioned shall not be admitted as a ground for any extension of time or for exempting the contractor from liability for any such loss or damage as aforesaid.

8. Defaults, Breaches & Termination of Contract (Applicable for Goods and Services):

- (i) Termination due to Breach, Default, and Insolvency
 - a. **Defaults and Breach of Contract:** In case the contractor undergoes insolvency or receivership; neglects or defaults, or expresses inability or disinclination to honour his obligations relating to the performance of the contract or ethical standards or any other obligation that substantively affects MDL's rights and benefits under the contract, it shall be treated as a breach of Contract. Such defaults could include inter-alia:
 - (i) **Default in Performance and Obligations:** If the contractor fails to deliver any or all of the Goods or fails to perform any other contractual obligations (including Code of Integrity or obligation to maintain eligibility and Qualifications based on which contract was awarded) within the period stipulated in the contract or within any extension thereof granted by MDL.
 - (ii) **Insolvency:** If the contractor being an individual or if a firm, any partner thereof, shall at any time, be adjudged insolvent or shall have a receiving order or order for the administration of his estate made against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or enter into any assignment or composition with his creditors or suspend payment or if the firm be dissolved under the Partnership Act, or
 - (iii) **Liquidation:** if the contractor is a company being wound up voluntarily or by order of a Court or a Receiver, Liquidator or Manager on behalf of the Debenture-holders is appointed, or circumstances shall have arisen which entitle the Court or Debenture-holders to appoint a Receiver, Liquidator or Manager.
 - b. **Notice for Default:** As soon as a breach of contract is noticed, a show-cause 'Notice of Default' shall be issued to the contractor, giving two weeks' notice, reserving the right to invoke contractual remedies. After such a show-cause notice, all payments to the



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contractor would be temporarily withheld to safeguard needed recoveries that may become due on invoking contractual remedies.

c. **Terminations for Default:**

- (i) Notice for Termination for Default: In the event of unsatisfactory resolution of 'Notice of Default' within two weeks of its issue as per sub-clause above, MDL if so decided, shall by written Notice of Termination for Default sent to the contractor, terminate the contract in whole or in part, without compensation to the contractor.
- (ii) Such termination shall not prejudice or affect the rights and remedies, including under sub-clause below, which have accrued and/ or shall accrue to MDL after that.
- (iii) Unless otherwise instructed by MDL, the contractor shall continue to perform the contract to the extent not terminated. All warranty obligations, if any, shall continue to survive despite the termination.

d. **Contractual Remedies for Breaches/Defaults or Termination for Default:** If there is an unsatisfactory resolution within this period, MDL shall take one; or more of the following contractual remedies.

- (i) Temporary withhold payments due to the contractor till recoveries due to invocation of other contractual remedies are complete.
- (ii) Call back any loaned property or advances of payment, if any, with the levy of interest at the prevailing rate (MIBID - Mumbai Interbank Bid Rate).
- (iii) Recover liquidated damages and invoke denial clause for delays.
- (iv) Encash and/ or Forfeit performance or other contractual securities.
- (v) Prefer claims against insurances, if any.
- (vi) Terminate contract for default, fully or partially including its right for Risk-and-Cost Procurement as per following sub-clause.

(vii) **Risk and Cost Procurement:** In addition to termination for default, MDL shall be entitled, and it shall be lawful on his part, to procure Goods same to those terminated, with such terms and conditions and in such manner as it deems fit at the "Risk and Cost" of the contractor. Such 'Risk and Cost Procurement' must be contracted within one year from the breach of Contract. The Contractor shall be liable for any loss which MDL may sustain on that account provided the procurement, or, if there is an agreement to procure, such agreement is made. The Contractor shall not be entitled to any gain on such procurement, and the manner and method of such procurement shall be in the entire discretion of MDL. It shall not be necessary for MDL to notify the contractor of such procurement. It shall, however, be at the discretion of MDL to collect or not the security deposit from the firm/ firms on whom the contract is placed at the risk and cost of the defaulted firm.

Note: Regarding the Goods which are not readily available in the market and where procurement difficulties are experienced, the period for making risk procurement shall be nine months instead of six months provided above.

- (viii) Initiate proceedings in a court of law for the transgression of the law, tort, and loss, not addressable by the above means.

9. **Closure of Contract** (Applicable for Goods and Services):

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

10. **Communication and language for documentation** (Applicable for Goods and Services)

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



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communication and all documentation shall be same, which the Purchaser has used, in the tender enquiry.

11. **Preservation and maintenance:** (Applicable for Goods)

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

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

12. **Freight and insurance.** (Applicable for Goods)

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

For Foreign Bidders: For overseas bidders, bidder shall agree for supplying the goods on CIF/CIP, Incoterm basis. The Bidder / Supplier / Contractor shall immediately on despatch of the items, inform all relevant details of despatch such as Order Number, Bill of Lading/AWB Number marked as Freight Paid, Insurance policy/document, number of packages, value of consignment, invoice number etc. as per contractual terms.

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

14. **Cancellation of tender** (Applicable for Goods and Services)

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

15. **Purchaser's property.** (Applicable for Goods and Services)

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

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

16. **REJECTION OF MATERIALS (Applicable for Goods)**

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

17. **Recovery-adjustment provisions:** (Applicable for Goods and Services)



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

18. **Indemnification** (Applicable for Goods and Services):

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

19. **Transfer of suppliers / contractor's rights:** (Applicable for Goods and Services)

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

20. **Subcontract and right of purchaser** (Applicable for Goods and Services)

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

21. **Patent rights** (Applicable for Goods and Services)

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

22. **Agents/Agency Commission** : (Applicable for Goods and Services)

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

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

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



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

23. **Use of undue influence / corrupt practices** : (Applicable for Goods and Services)
The Bidder / Supplier / Contractor undertakes that he has not used corrupt practices or used any undue influence which is not admissible as per Indian law to obtain contract/order or in doing any business with the purchaser.
If found that Bidder / Supplier / Contractor is involved in such wrong practices, then Purchaser is entitled to cancel the contract/s and all or any other contracts and then to recover from the Bidder / Supplier / Contractor the amounts of any loss arising from such contracts' cancellation, including but not limited to imposition of penal damages, forfeiture of Performance security, encashment of the Bank Guarantee and refund of the amounts paid by the Purchaser.
24. **Immunity of Government of India clause:** (Applicable for Goods and Services)
It is expressly understood and agreed by and between M/s. (Bidder / Supplier / Contractor) and Mazagon Dock Shipbuilders Limited, Dockyard Road, Mumbai - 400 010 (MDL) is entering into this Agreement solely on its own behalf and not on the behalf of any person or entity. In particular, it is expressly understood and agreed that the Government of India is not a party to this Agreement and has no liabilities, obligations or rights hereunder. It is expressly understood and agreed that MDL is an independent legal entity with power and authority to enter into contracts solely in its own behalf under the applicable of Laws of India and general principles of Contract Law. The (Bidder / Supplier / Contractor) expressly agrees, acknowledges and understands that MDL is not an agent, representative or delegate of the Government of India. It is further understood and agreed that the Government of India is not and shall not be liable for any acts, omissions and commissions, breaches or other wrongs arising out of the contract. Accordingly, (Bidder / Supplier / Contractor) hereby expressly waives, releases and foregoes any and all actions or claims, including cross claims, impleader claims or counter claims against the Government of India arising out of this contract and covenants not to sue Government of India in any manner, claim, cause of action or thing whatsoever arising of or under this Agreement.
25. **Export licence** (Applicable for Goods and Services): The export licenses that may be required for delivery of the various items/equipment to MDL shall be arranged by the Bidder / Supplier / Contractor from the concerned authorities in their country without any time and cost implications on the Purchaser.
26. **Banned or de-listed contractors / suppliers.** (Applicable for Goods and Services)
The Bidder / Supplier / Contractor declares that they being Proprietors / Directors / Partners have not been any time individually or collectively blacklisted or banned or de-listed by any Government or quasi Government agencies or PSUs. If a bidder's entities as stated above have been blacklisted or banned or de-listed by any Government or quasi Government agencies or PSUs, this fact must be clearly stated and it may not necessarily be a cause for disqualifying him.
27. **Duty of personnel of supplier/contractor** (Applicable for Goods and Services)
MDL being a Defence Public Sector Undertaking, Bidder / Supplier / Contractor undertakes that their personnel deployed in connection with the entrusted work will not indulge in any activities other than the duties assigned to them.
28. **Dispute resolution mechanism and arbitration** (Applicable for Goods and Services)
(a) Dispute resolution mechanism(DRM)
i) Any dispute/differences between the parties arising out of and in connection with the contract shall be settled amicably by mutual negotiations at HoS/HoD level.
ii) In case of non-settlement by (i) above, if at any time, before, during or after the contract period any unsettled claim, dispute or difference arose between the parties, upon or in relation to or in



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

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

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

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

(b) Arbitration (Applicable for Goods and Services)

Unresolved disputes/differences, if any, shall then be settled by arbitration. The Arbitration proceedings shall be conducted at Mumbai, India, in English Language, under the Arbitration and Conciliation Act, 1996.

MDL prefers to have arbitration through Institutes such as Indian Council of Arbitration (ICA)/ICA-DR, with the mutual consent of the parties.

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

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

29. Jurisdiction of courts (Applicable for Goods and Services)

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

30. Contract labour (regulation and abolition) act 1970(Applicable for Services)

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

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

In the event any employee/s of Contractor / Bidder is advised by the concerned Department to deploy their employees for job during weekly-off, Sundays and holidays, the Contractor / Bidder must inform through Concerned Department the name/s of the employee/s in the prescribed format to CISF / Security and to the concerned Divisional Personnel by mentioning specifically 'Compensatory - Off', before 3 days from the date actual payment.

31. Minimum wages act (Applicable for Services)

The Contractor / Bidder shall pay to his employees not less than the minimum wages and allowances applicable to the Engineering Industry as notified from time to time by the Central Government or the State Government whichever is higher under the Minimum Wages Act. Contractor / Bidder shall be responsible for timely payment of wages of all his employees engaged



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in the Purchaser's Yard, not less than the prescribed minimum wages in each case and without any deductions of any kind, except as specified by Government or permissible under the Payment of Wages Act.

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

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

32. **Bonus Act** (Applicable for Services)

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

33. **Factories Act** (Applicable for Services)

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

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

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

34. **Employees' Provident Funds and Miscellaneous Provisions Act, 1952** (Applicable for Services)

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

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) and copies of Muster Roll of their workmen every month to Corporate Personnel Department before renewal of passes for entry into the yard. The Contractor / Bidder must also attend to P. F. Inspections by concerned authorities and submit copy of the Inspection Report.

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

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

35. **Employees' State Insurance Act** (Applicable for Services)

The Contractor / Bidder should also cover all the eligible contract labourers working on MDL jobs, under the Employees' State Insurance Act and Scheme by furnishing necessary returns to appropriate authority and pay both employees' and employers' contributions in respect of these employees to the concerned authorities within 20 days from the close of every month. The



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contractor shall produce copy of R. D. F. duly acknowledged by ESI local office for confirmation that the workmen are covered under ESI Act and Scheme.

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

36. Safety:(Applicable for Goods & Services)

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

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

37. Police verification of employees (Applicable for Services)

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

38. Force Majeure. (Applicable for Goods and Services)

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



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Add.Service level Agreement(ASLA)

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

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

39. Code of Integrity in Public Procurement

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

39.1 Corrupt practice

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

39.2 Fraudulent practice

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

39.3 Anti-competitive practice

Any collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of The Competition Act, 2002, between two or more bidders, with or without the knowledge of MDL, that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, non-competitive levels.

39.4 Coercive practice

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

39.5 Conflict of interest

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

39.6 Obstructive practice

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



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Add.Service level Agreement(ASLA)

Annexure-I

GCC (GENERAL CONDITIONS OF CONTRACT) ACCEPTANCE FORMAT:

To,
MAZAGON DOCK SHIPBUILDERS LIMITED
OUTSOURCING DEPARTMENT.

| GCC CLAUSE No. | BIDDER'S REMARK | GCC CLAUSE No. | BIDDER'S REMARK |
|-------------------|--------------------|-------------------|--------------------|
| | ACC. / DEV. | | ACC. / DEV. |
| 1 | | 2 | |
| 3 | | 4 | |
| 5 | | 6 | Not Applicable |
| 7 | Not Applicable | 8 | |
| 9 | | 10 | |
| 11 | Not Applicable | 12 | Not Applicable |
| 13 | Not Applicable | 14 | |
| 15 | | 16 | Not Applicable |
| 17 | | 18 | |
| 19 | | 20 | |
| 21 | | 22 | |
| 23 | | 24 | |
| 25 | | 26 | |
| 27 | | 28 | |
| 29 | | 30 | |
| 31 | | 32 | |
| 33 | | 34 | |
| 35 | | 36 | |
| 37 | | 38 | |
| 39 | | | |

COMPANY'S NAME & ADDRESS:

SIGNATURE:

DATE:

NAME:

DESIGNATION:

BIDDER'S COMPANY SEAL:

NOTE:

Bidders should carefully read the Terms & Conditions of the General Conditions of Contract_(GCC) prior to filling up this acceptance format. This format should be properly filled, signed and bidder shall upload the scanned copy of the same online. 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.

Clause numbers shown in the above format also includes the sub-clauses under these clauses



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Annexure-J

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-L

Format for Compliance Certificate w.r.t. Land Border Clause

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

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 Public Procurement No.1, 2 & 3) dtd 23 Jul 2020 & 24 Jul 2020 and OM No F.7/10/2021/-PPD(1) dated 23.02.2023 on Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017& prescribed tender conditions).

DECLARATION BY AUTHORISED SIGNATORY OF THE FIRM

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

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

2) I have read the Order (Public Procurement No.1, 2 & 3) dtd 23 Jul 2020 & 24 Jul 2020 and OM No F.7/10/2021/-PPD(1) dated 23.02.2023 on the subject of Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017 regarding restrictions on procurement from a bidder of a country which shares a land border with India and comply to all the provisions of the Order

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

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). 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 (xi) of the General Financial Rules (GFRs), 2017

AUTHORISED SIGNATURE: _____

DATE: _____

Seal / Stamp of Bidder



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Add.Service level Agreement(ASLA)

Annexure-M

Performance Security (PS) Bank Guarantee Format

(ILLUSTRATIVE FORMAT)

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

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

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

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

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

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

7. Notwithstanding anything contained herein above:

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

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

iii) We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before(validity + 60 days from the date of expiry of this guarantee).

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

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

For Bank

(by its constituted attorney)

(Signature of a person authorised
to sign on behalf of "the Bank")



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Annexure -N

Official Secret Act 1923
(ILLUSTRATIVE FORMAT)

SECTION 2(B) : “PROHIBITED PLACE”

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

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

SECTION 3 : “PENALTIES FOR SPYING”

If any per unlawfully -

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

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

SECTION 4 : “COMMUNICATION WITH FOREIGN AGENTS”

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

SECTION 5 : “WRONGFUL COMMUNICATION OF INFORMATION”

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

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

Shall be guilty of an offence under this Act.

SECTION 6 : “UNAUTHORISED USE OF UNIFORMS”

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

SECTION 7 : “INTERFERING WITH OFFICERS OF POLICE”

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

SECTION 8 : “DUTY OF GIVING INFORMATION”

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

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

SECTION 9 : “INCITEMENT”

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

SECTION 10 : “PENALTY FOR HARBOURING SPIES”

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

SECTION 11 : “SEARCH WARRANTS”

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



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STATUTORY COMPLIANCES BY SUB CONTRACT EMPLOYEES

Annexure-O

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

(1) Labour Licence:

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



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(2) Commencement / Completion of work:

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

(3) Daily attendance of contract employees:

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

(4) Insurance coverage:

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



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(5) Provident Fund Coverage:

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

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

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

(7) Payment of wages/salaries:

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



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

(8) Payment of Minimum wages

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

(9) Medical Examination of Sub Contract/Outsourced employee

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



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(10) Health, Safety and Welfare

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

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

(11) Maintenance of record / register:

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

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

(12) Display of Notices

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

(13) Working on weekly off and holidays:

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

(14) Applicability of labour laws:

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



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Annexure-P

SAFETY INSTRUCTION FOR SUB-CONTRACTORS

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

1. Scope of Work:

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

2. General Safety Guidelines:

- 2.1 The Contractor shall ensure that his employees/workmen subject themselves to medical examinations required under the law and keep a record of the same. (As per the "Factory Acts 1948" and the Maharashtra Factory Rules 1963 as amended till date).
- 2.2 Workers and supervisors engaged in the work shall be competent and undergone Safety training by MDL Safety section before deployment on job inside the MDL.
- 2.3 Contractor should go through MDL safety manual and follow the safety procedures wherever applicable.
- 2.4 The contractor must observe all safety precautions in connection with the work performed by him. No job should be undertaken where question of safety remains unanswered.
- 2.5 The Contractor shall not permit any employee/workmen to enter the work area under the influence of alcohol.
- 2.6 Smoking is strictly prohibited.
- 2.7 Fishing is not permitted in the yard.
- 2.8 Report promptly any situation affecting the safety of any person.
- 2.9 All stairways, Platforms and Walkways must be kept clean at all the times.
- 2.10 Make proper use of all safety devices and guards provided.
- 2.11 All employees shall wear personal protective equipment as appropriate while working.
- 2.12 The workmen of the contractor must wear fire retardant boiler suit/overall while working in MDL premises. The Sub-contractor shall be required to provide their workmen with Boiler suits of suitable colour with name of the contractor on the boiler suits in prominent letters.
- 2.13 The contractor should ensure that First Aid boxes are provided at the work place.
- 2.14 Do not leave tools/items on the floor or where they can fall on people below.
- 2.15 On completion of work in any location, the contractor must ensure that the place is left in a clean state and all scrap is disposed to nearby appropriate scrap bins.

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

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

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

2.19 Action by person noticing Fire:

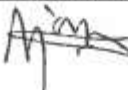
- Attempt to extinguish the fire with available fire-fighting equipment nearby.
- Operate fire alarm system or inform to fire station.

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

3. Personnel Protective Equipment and other Safety Accessories:

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

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

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

4. Safety Guidelines:

4.1 Safety during Cutting & Welding:

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

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

4.2 Safety while Material Handling/Lifting and Turning:

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

4.3 Safety while working on height:

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

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

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

4.4 Hand Tools and Power Tools:

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



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

5. Electrical Safety:

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

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

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

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

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

7. Safety while working in Confined Spaces:

- 7.1 Before starting work ensure that the supervisor is available at site and he has got the work permit issued by the authorised person.
- 7.2 Prepare adequate emergency arrangements before the work starts.
- 7.3 Testing the air is necessary to check before starting the work that it is free from both toxic and flammable gas/vapours and that it is fit to breathe. Testing should be carried out by a competent person using a suitable gas detector which is correctly calibrated.
- 7.4 Proper ventilation arrangement should be made before starting the work.
- 7.5 Adequate light arrangement should be available.
- 7.6 Use only 24 V power supply while working in confined space.
- 7.7 When work is being carried out in a confined space, another person should be assigned to outside the confined space to maintain communication with the worker inside. Sufficient number of rescue personnel should also be made available outside the confined space. These persons need to be properly

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

8. Safety while Blasting and Painting Operations:

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

9. Safety at Civil Construction Sites

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

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

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Two Bid Web/Open GEM-tender for Requirement of Annual Rate Contract(ARC) for cooking and serving of food on board ship during Sea Trial for Yd 12653 of P17A

Add.Service level Agreement(ASLA)

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

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

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

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

9.31 Do not leave planks with nails on passageways.



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Add.Service level Agreement(ASLA)

Annexure-Q

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:

Dat



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Add.Service level Agreement(ASLA)

Annexure-R

Proforma Bank Guarantee for Bid Bond/ EMD.

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

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

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

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

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

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

7. Notwithstanding anything contained herein above:

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



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and serving of food on board ship during Sea Trial for Yd 12653 of P17A

Add.Service level Agreement(ASLA)

Annexure-S

**PROFORMA OF UNCONDITIONAL AND IRREVOCABLE INSURANCE SURETY
BOND FOR BID BOND / EMD**

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

Ref. No.

Insurance Surety Bond No.

Dated:

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

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

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

4. We, the Surety further agree with the Company that the Company shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said tender/or to extend



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Add.Service level Agreement(ASLA)

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

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

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

7. Notwithstanding anything contained herein above:

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

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

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

For

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



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Add.Service level Agreement(ASLA)

Annexure-T

**PROFORMA OF UNCONDITIONAL AND IRREVOCABLE INSURANCE SURETY
BOND FOR PERFORMANCE SECURITY**
(ILLUSTRATIVE FORMAT)

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

1. IN CONSIDERATION OF MAZAGON DOCK SHIPBUILDERS LIMITED, a company incorporated under the Companies Act 1956 and having its registered office at Dockyard Road, Mumbai 400010 (hereinafter referred to as the "the Purchaser" which expression shall, unless it be repugnant or contrary to the subject or context thereof, be deemed to mean and include its successors and assigns) having placed an order on Messers a partnership firm/sole proprietor business/a company registered under the Companies Act, 1956 having its office at(hereinafter called " the Contractor/ Supplier" which expression shall, unless it be repugnant or contrary to the subject or context thereof, be deemed to mean and include its successors and assigns) vide order No..... dated..... (hereinafter called "the order" which expression shall include any amendments/alterations to "the order" issued by "the Purchaser") for the supply , delivery at site, installation and commissioning of certain equipment, item/services/civil works etc. as stated in the said Order and the Purchaser having agreed with the Contractor/Supplier to accept an unconditional and irrevocable Insurance Surety Bond in lieu of Performance Security payable under the said order for the fulfillment and performance of the said order, We, Surety Insurer having office at (hereinafter referred to as "the Surety" which expression shall includes its successors and assigns) hereby agree to pay to the Purchaser without any demur on first demand an amount not exceeding Rs..... (Rupees.....only) being 5% (10% in case of Capital Procurement) of the order value against any loss or damage, costs, charges and expenses caused to or suffered by the Purchaser by reason of non performance and non-fulfillment or for any breach on the part of the Contractor / Supplier of any of the terms and conditions of the said order.
2. We,the Surety further agree that the Purchaser shall be sole judge whether the said Contractor/Supplier has failed to perform or fulfil the said order in terms thereof or committed breach of any terms and conditions of the order and the extent of loss, damage, cost, charges and expenses suffered or incurred or would be suffered or incurred by the Purchaser on account thereof and we waive in the favour of the Purchaser all the rights and defences to which we as surety may be entitled to.
3. We, the Surety further agree that the amount demanded by the Purchaser as such shall be final and binding on the Surety as to the Surety's liability to pay and the amount demanded and the Surety undertake to pay the Purchaser the amount so demanded on first demand and without any demur notwithstanding any dispute raised by the Contractor/Supplier or any suit or other legal proceedings including arbitration pending before any court, tribunal or arbitrator relating thereto, our liability under this Bond being absolute and unconditional.
4. We, the Surety further agree with the Purchaser that the Purchaser shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said order/or to extend



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Add.Service level Agreement(ASLA)

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

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

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

7. Notwithstanding anything contained herein above:

- (i) Our liability under this Bond shall not exceed Rs.....
- (ii) This Surety Bond shall be valid upto and including; and
- (iii) We are liable to pay the Bond amount or any part thereof under this Surety Bond only and only if you serve upon us a written claim or demand on or before(validity + 4 weeks from the date of expiry of this Bond).

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

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

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



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Add.Service level Agreement(ASLA)

Annexure-U

LIST OF TECHNICAL DOCUMENTS TO BE UPLOADED IN PART I bid:

1. The scanned image of EMD-BG/ISB/ Online Remittance as stipulated in Tender clause 7 for EMD. The original of the above of EMD-BG/ISB/ Online Remittance, shall be forwarded to GM (OTS) / HOD (OTS)
2. **Annexure- L** - Declaration by bidder for Restrictions under rule 144(xi) of general financial rules GFRs, (2017) on firm's letterhead.
3. Technical bid.
4. Shop & Establishment registration. (Exempted for permanent registered vendor.)
5. Valid Tax Registration Certificate / GST registration certificate and PAN card.
6. Valid Registration Certificate issued by MDL (if any).
7. Validity of Offer (Add. SLA Clause No. 8)
8. **Annexure-B** in indicating **quoted / not quoted**. Also mention GST% and HSN.
9. **Annexure –C** for Declaration Certificate for Local Content.
10. **Annexure – D** Past order executed by Vendor
11. **Annexure – H**: Dully filled of Add. Service Level Agreement (SLA) Acceptance format to be uploaded.
12. **Annexure – I**: Dully filled GCC (General Conditions of Contract) Acceptance format to be uploaded.
13. **Annexure – J**: Acceptance for GST terms & conditions to be uploaded.
14. Ready to submit required Performance Security (PS) {Performance Bank Guarantee (PBG) cum Security Deposit (SD)} or agreeing to extend the validity of the submitted Performance Security (PS) in case of requirement of extension of validity of bank guarantee.
15. Bidder's Contact Details in .xls format.
16. Undertaking of para 39 (i.e. Conflict of Interest among Bidders/Agents) of the tender

LIST OF DOCUMENTS TO BE UPLOADED IN PART II BID:

1. BOQ as per GeM format.