



दो बोली ई-निविदा 8000001261

Two Bid e-tender 8000001261 for Tank Cleaning by Mechanical Means & Oiling for Y12651 of P17A Ships.



## 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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**MDL TENDER No. : 8000001261.**  
**E-TENDER DATED : 26/04/2024.**  
**E-TENDER CLOSING DATE & TIME : 30/04/2024 at 15:00 Hrs.**  
**E-TENDER OPENING DATE & TIME : 30/04/2024 at 15:30 Hrs.**

माझगाँव डॉक शिपबिल्डर्स लिमिटेड, मुंबई द्वारा पात्र बोलीकर्ताओं से नीचे दिये गए विवरण के अनुसार दो-बोली प्रणाली (१) वाणिज्यिक नियम एवं शर्तों के साथ तकनीकी बोली (२) मुल्य बोलि के अंतर्गत ई-प्रॉक्यूरमेंट पोर्टल (<http://eprocuremdl.nic.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.eprocuremdl.nic.in](http://www.eprocuremdl.nic.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, Eligibility for exemption from submission of BID SECURITY DECLARATION, 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.*



**Salient Features of MDL's e-Procurement System for Participating in (this) e-Tender:**

1. **Submission of bids against e-Tenders:** The bidder is required to quote online on the e-Procurement website [www.eprocuremdl.nic.in](http://www.eprocuremdl.nic.in) by the deadline, by submitting the Techno-commercial Bid & Price Bid in Electronic format only. The prices/quotes & a few declarations shall have to be entered/uploaded by the bidder online in the Tender's entry forms & other bid documents' scanned/soft copies shall have to be uploaded as part of the bid. All bids should be digitally signed using DSC (as explained below).
2. To be able to participate in e-Tender (s), every bidder must register themselves on the ASP's website (*registration is free of cost*) & must possess a legally valid Class-IIB or above Digital Signature Certificate (DSC) as per IT Act-2000, using which they can sign their electronic bids. The DSC can be procured from any Certifying Authority (CA) authorized by Controller of Certifying Authorities (CCA) of Govt. of India.
3. **National Informatics Centre (NIC)** have been appointed by MDL as the Application Service Provider (ASP).
4. Online User Manual is available on the website for the guidance of users & for participating in the e-Procurement/ e-Tendering, the bidder must ensure having the requisite (IT) infrastructure at their office premises.
5. For any further details of e tendering & digital signatures, please contact 0120- 4200462, 0120-4001002, 8826246593, [eproc-support@gov.in](mailto:eproc-support@gov.in).
6. 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.
7. 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.
8. **All bidders are requested to get their technical queries, if any, clarified in advance (2 days in advance to tender closing date) to avoid last minute delay. For any technical clarification, bidders are requested to contact Mr. Jitendra Singh, M (Planning-P17A), Tel no 022-23763345, email : [jitendrasingh@mazdock.com](mailto:jitendrasingh@mazdock.com) or Mr. Alice Kurian, Tel. no.: 022-23763074, email: [abkurian@mazdock.com](mailto:abkurian@mazdock.com).**



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Two Bid e-tender 8000001261 for Tank Cleaning by Mechanical Means & Oiling for Y12651 of P17A Ships.

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**1. SUBJECT:**

E-tender enquiry (Two bid system) for Tank Cleaning by Mechanical Means & Oiling for Y12651 of P17A Ships.

**2. SCOPE OF WORK:** As per Annexure-A.

**3. INSPECTION:**

- a. Inspection will be carried out by MDL SB-Paints / SQC/ WOT. Measurement Certificate will be provided by MDL as applicable.
- b. The entire area of tanks is in square meter.
- c. While Inspection Authority will carry out inspection for the stages defined in QAP, MDL has the right to carry out random inspection by SQC or Project Officer independently to ensure that the Contractor is adhering to laid down conditions in terms of quality of work, qualification of the personnel. The contractor shall provide free access to the work being done for such inspection.
- d. In case any dispute on the area certified, the same shall be dealt separately with SQC and Design to resolve the disputes.

**4. CONTRACT VALIDITY, WORK SCHEDULE, & MOBILISATION:**

- a. The Contract will be for a period of 4 months (tentatively 06.05.2024 to 28.08.2024 final dates will be informed) 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, etc.
- b. **MOBILISATION:** Subcontractor has to mobilize their equipped manpower within 01 days from the placement of order by MDL. During the mobilisation period, sub-contractor has to arrange its entry passes.

Schedule of Work & Performance of measuring: The work will be released to the Subcontractor monthly by means of a written schedule prepared within overall contract period between Subcontractor and Ship Manager/ OIC (Not below the rank of CM). This monthly schedule will be strictly adhered for execution & same will be criteria for LD applicability. A hindrance register will be maintained by user dept under the custody of CM & above Executive nominated by the user department.

When a particular job is over, WDC is to be obtained from MDL & WOT (Mbi) representatives. The WDC shall be certified by concerned MDL berth Executives in the capacity of CM & above.

Work Instruction, WDC along bills is to be submitted to Project Account Section for making the payment. The firm has to submit invoice along with cumulative statement of work executed and payment made.

**5. INTEGRITY PACT (IP):** Not applicable.

**6. EARNEST MONEY Deposit (EMD):** Not applicable.

**7. BID REJECTION CRITERIA:**

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

- a) Bids received after tender closing date and time.
- b) Bidders who are debarred under PPP MII order 2017, GeM, CPPP including Tender holiday issued by MDL.
- c) Bids received other than through e-portal.



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7.2. Non-compliance/non-acceptance to any of the terms and conditions of the tender shall render the bid liable for rejection;  
Bidders are required to submit deficient techno-commercial documents and clarification documents / clarifications within 3 days from receipt of intimation from MDL, failing which their bids will be rejected.

#### **8. QUALIFICATION CRITERIA: Not Applicable**

#### **9. VALIDITY PERIOD:**

Bids/ Offers shall have a validity period of **60** days from the tender closing date.

**10. CONFLICT OF INTEREST AMONG BIDDERS/AGENTS:** Not applicable to this tender

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

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

On-line Offer (e-bid) must be uploaded in two parts, Part-I Techno-commercial bid & Part-II price bid as appearing online:

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

##### **12.1. Common Documents:**

- 12.1.1. Bidder should upload scanned copies of Tender Enquiry Acceptance Format, General Conditions of Contract (GCC) Acceptance format in the Prescribed Formats attached herewith (Annexures J & K); 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 J & K), mentioning the deviation against the relevant Tender clause no., failing which it will be construed that all clauses of Tender inquiry, GCC appearing against the tender are understood by you and are fully acceptable to you. In the event bidder has no deviations, he should submit following forms mentioning 'Accepted'. Any deviations mentioned elsewhere in the offer other than in said Forms will not be considered.
  - 12.1.2. 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.
  - 12.1.3. Bidders should upload scanned Copies of work Orders, Work Completion Certificates for the job executed to meet the qualification requirement mentioned at TEF Clause No. 8 above. (Order copies & work completion certificates to be appended). Also documents pertaining TEF Clause No. 8 to be uploaded in Part-I Bid.
  - 12.1.4. Bidder should upload scanned copy of tax and duties certificate for which they are registered.
  - 12.1.5. To meet the qualification requirement at TEF Clause No. 8, Bidder should upload scanned audited and certified balance sheet with auditors reports along with Part-I: Techno-commercial e-offer.
  - 12.1.6. Declaration as per Annexure – O, Annexure – P & Annexure – Q.
  - 12.1.7. Copies of valid Registration or Approval certificates (if any) of the following shall be uploaded on-line:
    - 12.1.7.1. Micro Enterprises.
    - 12.1.7.2. Small Enterprises.
    - 12.1.7.3. ISO Accreditation.
- 12.2. In addition to the documents as indicated above, following documents shall be uploaded by bidder.
- 12.2.1. Bidders registered with MDL should scanned and upload valid Registration Certificate issued by MDL.
  - 12.2.2. Bidders not registered with MDL should scan and upload the following document.
    - 12.2.2.1. Track Record as per Format OTS-F-04 (available on MDL website).
    - 12.2.2.2. Bank details for payment as per Format – OTS- F-12 (RTGS/ NEFT) (available on MDL website).





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12.2.2.3. Scanned image of PAN card.

12.2.2.4. Company Profile, Shop & Establishment and Tax registration certificate.

12.2.2.5. List of Equipment held by them.

12.2.3. Bidder to submit Unique GeM seller Id within reasonable time post opening of tender but before price bid opening, however, it is advised to mention GeM seller Id along with technical bid.

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

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

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

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

12.3. Opening of Techno-Commercial e-Bid (Part-I): Techno-Commercial e-bid (Part-I) will be opened online on the tender opening date or extended tender opening date or next working day if opening date happens to be holiday declared by MDL. The participant bidder can also witness opening of the bids online from their locations by logging on MDL e-procurement website with their Digital Signature Certificate (DSC).

12.4. Opening of Price e-Bid (Part-II): After completion of Techno-commercial scrutiny, intimation for price e-bid opening will be communicated only to techno-commercially accepted bidders. Bidder (s) to note that such intimation may be given at a short notice by Fax, E-mail or even by telephone only to techno-commercially accepted bidder(s). Techno-commercially qualified bidders can also witness opening of price bids online from their locations by logging on MDL e-procurement website by using their Digital Signature Certificate (DSC). L1 will be determined after taking into account loading factor if any.

### 13. PRICING & ESCALATION:

13.1. Prices shall remain firm and fixed for execution period of the contract. The bidder shall quote the prices of all items and detailed scope of work as exhibited in Enclosure 1. While quoting Bidder should also indicate GST%, CESS (wherever applicable) as per rate sheet. The prices quoted shall remain firm and fixed during the tenure of the contract.

13.2. 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.

13.3. Bidder while quoting should consider the all costs such as labour, hike in the minimum wages, transportation, equipment, all incidental expenses, administrative, mobilization, de-mobilization etc. for the entire contract period.

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

14.1. Techno-Commercially Qualified Lowest Bidder for each event will be considered for the placement of order. On-line Ranking visible to the bidders after opening part II price bid is without loading parameters.

14.2. However, the Overall L1 bidder will be evaluated offline after applying all applicable loading parameters as mentioned in the tender document and commercial terms.

14.3. Taxes, duties and Levies are excluded for the purpose of ranking of price bids to determine L1 bidder. There may arise a situation where overall cost (inclusive of taxes, duties and levies) of services by the adjudged L1 bidder may be higher compared with any other bid(s) depending on the tax structure. Therefore, it would be required that the adjudged L1 bidder has to reduce the price to make it competitive both before including taxes, duties and levies and after including taxes, duties and levies. If the adjudged L1 bidder does not agree to reduce the price to make it competitive



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after including taxes, duties and Levis, then the next ranked bidder will be afforded the opportunity so that procurement is competitive.

**15. WORK DONE CERTIFICATE:**

- 15.1. WDC shall be prepared by the contractor for the completed activities and shall be certified by the concerned Executive of user dept. (not below the rank of Chief Manager) for each inspection stage of the compartment/equipment's. Payment shall be as per the quantities certified in WDC.
- 15.2. The WDC shall include cumulative statement of jobs carried out till last WDC. The necessary service entry shall be made in SAP system by the 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.
- 15.3. The WDC must clearly mention the scheduled dates for starting & completion/delivery of the jobs as mutually agreed between MDL (user dept) & contractor and the actual dates of start & completion.
- 15.4. 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.
- 15.5. An illustrative format of Work Done Certificate is at Annexure.

**16. TERMS OF PAYMENT:**

- 16.1. 100% will be made through RTGS/NEFT within 15 days for actual quantities of work executed and on submission of documents as given below.
- 16.2. 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 executive of user department of rank of CM or above.
- 16.3. Monthly bills should be preferably submitted within four weeks of certification of Work Completion Certificate 'WCC' to Receipts Sections adjacent to ARS punching station of South Yard along with Service entry through SAP system from user department.
- 16.4. Alternate MSME vendor payment through TReDS:
  - 16.4.1. In order to address the financial needs of MSME firms, Gol 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.
  - 16.4.2. MDL is registered on the "Invoicemart" TReDS platform and M1xchange of M/s Mynd Solutions Pvt. Ltd.
  - 16.4.3. MSME bidders desirous to receive payments through TReDS platform may avail the facility if they are already registered on
    - 16.4.3.1. "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.
    - 16.4.3.2. "M1xchange" TReDS platform or by registering on it.  
Contact details at "M1xchange" TReDS platform are as below:  
+91 9920455374 Ms Ashwathi Jayandran email id  
ashwathi.jayandran@m1xchange.com  
+91 8839915724 Ms Priyanka Shah email id prinyaka.shah@m1xchange.com
- 16.5. Wherever GST is applicable, payment will be released against e-Invoice, or Invoice accompanied with **Vendor's Self Declaration** that "**We do not fall under the category of registered persons notified under Rule 48(4) of the Central GST Rules, 2017 and we are not required to comply with e-Invoicing provisions under GST Act, as our aggregate turnover in any preceding financial year from 2017-18 onwards has not exceeded Rs. 5 Crores as per GST act**".
- 16.6. Kindly note that submission of the above documents with the invoice is essential for effecting (timely) payment to the Subcontractor.

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

**17. MODIFICATION:** Not applicable for this tender.



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- 18. PERFORMANCE SECURITY (PS):** Not applicable.
- 19. GUARANTEE:** Not applicable.
- 20. PERFORMANCE BANK GUARANTEE (PBG):** Not applicable.
- 21.** 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.
- 22. TAXES:**
- 22.1. The items/service-wise rates quoted in the Rate sheet should exclude Taxes and Duties. Bidder should indicate Taxes and Duties as applicable separately in the same Rate sheet, at the space provided for, which will be paid extra based on tax invoice to the extent applicable.
- 22.2. The variation in statutory levies etc. are not allowed unless the breakups in respect of taxes duties are clearly and separately furnished in bid.
- 22.3. Bidders are required to submit their provisional ID with HSN number, along with documentary proof. MDL's provisional GST ID is 27AAACM8029J1ZA.
- 22.4. Bidders are required to comply with all the provisions applicable under the GST Act. (Please refer Annexure N)
- 22.5. TDS & GST-TDS shall be deducted as per Govt. rules prevailing at the time of making payment.
- 23. LOADING CRITERIA:**
- Deviations sought by the bidder in respect of Payment terms, delivery period, Liquidated Damages (L.D.) shall be loaded on the bidder/s quoted prices during price evaluation by MDL. Among the equal bids, bidders with ISO 9000 series accreditation, over Non-ISO bidders, will be given preference. The loading criteria that will be adopted are detailed below & also as per Annexure-H.
- 23.1. It is desirable that the bidder accepts the Payment Terms indicated in clause 15 above. Varied payment terms quoted by bidders as compared to the terms stated in the Tender document shall be normalized by applying S.B.I. Prime Lending Rate (prevailing at the time of opening of Price bid) plus 2% p.a. rate of interest for the period at variation. (For Indigenous bidder)
- 23.2. For the additional time period sought by the bidder over the stipulated date of delivery as per Tender, 0.50% per completed week will be loaded to the quoted price.
- 23.3. Deviations sought in respect of Liquidated Damages (L D) Deviations sought in respect of rate per week and / or maximum ceiling in respect of liquidated damages shall be loaded to the quoted price. For e.g. The maximum ceiling towards liquidated damages speculated in the tender is 5% and the bidder seeks to limit it to, say 3.5% then the price quoted will be loaded by 1.5%. If the rate of L.D per week is 0.5% per week or part thereof as per tender and the bidder seeks it as, say, 0.4% per week or part thereof, the maximum ceiling on L D as per tender will first be equated to weeks (10 weeks in this case) and the rate proposed by the bidder i.e. 0.4% will be multiplied by the so equated maximum period (which works out to 4%) and the quoted price will be loaded accordingly by 1%. Delivery being the essence of the contract, it is desirable if the bidder/s adhere to the stipulated clause.
- 23.4. Deviations in respect of the period of Warranty / Guaranty shall be loaded to the quoted price @ 0.25% per month or part thereof, if the period under variation does not lead to Bid rejection criteria. This does not arise if the bidder quotes additional price for the differential period.
- 24. PURCHASE PREFERENCE FOR START-UPS:** Not applicable to this tender.
- 25. FREAK LOW QUOTES:** Not Applicable
- 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. HINDRANCE REGISTER:** All hindrances with date of occurrences and removal shall be noted in the Hindrance Register. The Hindrance Register shall be signed by the representatives of both MDL (CM or above) as well as Contractor. Executive in the rank of Chief Manager and above shall be the nodal executive of the User Department.

The Hindrance register shall document the following aspects post placement of the PO/contract:

- (a) Reasons for the delay vis-à-vis the mutually agreed schedule (Hindrance) viz. Delay in MDL Inputs (Drawings/Material/Documents/Services/ Inspection call), Delay by TPI/Inspection Agency/Customer(Navy), Delay on account of specialist services, Non-performance by the contractor, Delinquency by the vendor, Force majeure, any other relevant reason.
- (b) Source for the delay (Attributability) viz. Delinquent vendor, Contractor, MDL, TPI/Customer (Navy), Specialists, Inspection Agency like DQA(N) or equivalent, any other agency.
- (c) All the hindrances with date of occurrence and removal are to be noted in the hindrance register. Hindrance register will be signed by both the parties i.e. User Department and Contractor. Executive in the rank of CM and above in case of MDL, the nodal executive of the User Department and Site-In-Charge of the supplier or their authorized signatories are only authorized to sign the hindrance register. In case of goods/supply orders, correspondence done with supplier/ customer shall be recorded by Commercial/Materials Department in the Hindrance Register.
- (d) The contractor may also record their observations in the Hindrance register. Any objections raised by the contractor should be promptly attended to and resolved without any delay.
- (e) In case the contractor has a different opinion for hindrance and a dispute arises, then the matter shall be referred to the next higher authority and the decision to be communicated within 15 days. The decision of the next higher authority in case of dispute in respect of hindrances during the course of executing an order/contract shall be final and binding on the contractor.
- (f) In case MDL is unable to remove hindrance immediately, and if it is likely to take some time, the contractor shall be informed accordingly by the User. In such cases the contractor may reduce manpower deployed on the work. Under no circumstances, contractor should be paid for idle manpower.

## **28. TERMINATION & RISK PURCHASE:**

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

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

## **29. Liquidated Damages:**

- 29.1. Time is the essence of a Contract/PO. Therefore, the job, as ordered, should be completed on the dates mutually agreed upon in accordance with the delivery schedule as indicated in schedule of work.
- 29.2. LD rate: A sum of 0.5% (half per cent) per week or part thereof, of the delayed work (undelivered portion of services) subject to maximum of 5% of value of delayed work (undelivered portion of services) of the package/ schedule in each case.



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

30. 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.

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

32. 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.

33. The contract will be governed by General conditions of Contract (GCC) 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 GCC.

34. In the event of placement of order on unregistered vendor, the firm shall apply for registration through Mr. V Wakchaure, Manager, Outsourcing dept., Tel. No. 23763405, within one month from placement of order.

35. Procedure for Entry Passes for the Contractor's Employees: - A Detailed procedure is displayed on the website [www.mazdock.com](http://www.mazdock.com) under →Work/Service Contracts.

36. **FREE ISSUE OF MATERIAL:** Not applicable to this tender.

37. **NON-DISCLOSURE AGREEMENT:** Not applicable to this tender.

### 38. PURCHASE PREFERENCE TO MAKE IN INDIA:

As per Public Procurement (Preference to Make in India) Order 2017 No. P-45021/2/2017-B.E-II Dtd. 16 Sept 2020 issued by Govt. of India to encourage "Make in India" policy, Purchase Preference shall be given to local suppliers in the following manner:

38.1. The terminology/ **definitions** used in the said order is as below:

38.1.1. "**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.
- 38.1.2. **“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.
- 38.1.3. **“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.
- 38.1.4. **“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.
- 38.1.5. **“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%.
- 38.1.6. “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.
- 38.2. Minimum local content:**
- 38.2.1. The ‘local content’ requirement to categorize a supplier as ‘Class-1 local supplier’ is minimum 50%. For ‘Class-II local supplier’, the local content requirement is minimum 20%.
- 38.2.2. The minimum local content in the offer is to be not less than 20% for the present tender.
- 38.2.3. 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.
- 38.3. Declaration/ Verification of Local Content by Local Supplier:**
- 38.3.1. Bidders should indicate the percentage of local content (ie 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.
- 38.3.2. The bidders shall provide a self-certificate, **as per Annexure-O**, giving the percentage of local content and location of local value addition.
- 38.3.3. Once the declaration /certification is committed at tender submission stage, the same cannot be altered subsequently at technical negotiation stage or after award of contract. Doing so would be treated / considered as false declaration by bidder and necessary action shall be initiated as per Para 9 of the said Order for debarment.
- 38.3.4. Declared Local Content shall be the basis for categorization of the vendors and tender evaluation. However, MDL reserves the right to undertake detailed examination of declared local content and may call vendor to submit relevant documents.
- 38.3.5. In cases where MDL received the complaint from any vendor or person, along with the fees prescribed below, verification of Declared Local Content shall be carried out by seeking additional info as deemed necessary and the bidders (including unsuccessful bidders) against the tender shall be obliged to furnish the necessary documents. Failing to do so, the vendor may invite penal action as per the provisions of the Order. If MDL possess the capability, then it shall perform the verification. However, if in the opinion of MDL matter needs to be dealt at higher level, then the complaint shall be referred to Nodal Ministry and their fees /expenses / charges applicable as per the Nodal Ministry, if any, shall be borne by the complainant. MDL is authorized to prescribe fees for handling complaints under revised PPP MII 2017 Order. The fees for filing a complaint under the





- order shall be Rs. 10,000/- per case. The complaint shall be filed to the Chairman, Public Grievance Cell. The fee shall be deposited by complainant in MDL's Account by NEFT.
- 38.3.6. On scrutiny of offer, if all the bidders participating in the tender happen to have either not submitted the declaration certificate or not declared / specified the local content percentage in the declaration certificate or specified local content lower than the minimum local content requirement as per the tender, the subject tender shall be cancelled & matter shall be taken up with Ministry through MDL Nodal Executive. Meanwhile, re-tendering may be done without applying the provisions of said Order for need fulfilment of MDL.
- 38.3.7. 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.
- 38.3.8. **Purchase Preference:**
- 38.3.8.1. Purchase preference shall be given to "MSE" & "Class-I Local Supplier" under PPP MSE Order 2012 and PPP Make In India Order 2017 respectively, Class II Local Suppliers are not eligible for purchase preference.
- 38.3.8.2. In case of participation of MSE and Class-I Local supplier against a same tender, MSE bidder will be given preference over Class-I Local Supplier. The details of Purchase Preference to be given under PPP MSE order 2012 and PPP Make In India Order 2017 under different situations is elaborated in the subsequent paragraphs.
- 38.4. **Contract placement:**
- 38.4.1. Both 'Class-I local supplier' and 'Class-II local supplier' shall be eligible to bid for the tender.
- 38.4.2. Among all qualified bids, if L1 is MSE Class-I local supplier, the contract for the full quantity will be awarded to L1.
- 38.4.3. If 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 following preference shall be given.
- 38.4.4. If conditions mentioned 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:
- 38.4.4.1. L-1 is "MSE but non-Class-I local supplier" or "Non-MSE but Class-I local supplier": Contract be awarded to L-1.
- 38.4.4.2. L-1 is "Non-MSE non-Class-I local supplier": Firstly, purchase preference shall be given to eligible MSE as per PPP-MSE Order. If MSEs not eligible or does not accept then purchase preference to be given to eligible Class- I Local supplier as per PPP-MII Order. If Class-I Local supplier is also not eligible or does not accept then contract be awarded to L1.
- 38.4.5. It shall be ensured that Local Content percentage as declared by the vendor is maintained or increased but not reduced.
- 38.4.6. After the contract is awarded and the supplies are completed, the supplier shall provide a "Actual Local content certificate" 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.
- 38.4.7. 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.

**38.5. Debarment of bidders / suppliers:**

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

38.5.2. 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.

**38.6. 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.

**39. PURCHASE PREFERENCE FOR MSEs:** Not applicable to this tender

**40. RESTRICTIONS UNDER RULE 144(XI) OF GENERAL FINANCIAL RULES GFRS, (2017):**

40.1. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. The competent authority for Purpose of registration under this order shall be registration committee constituted by department for promotion of industry and internal trade. (DPIIT)

40.2. Bidder means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical. Person not falling in any of the descriptions or bidders stated hereinbefore, including any agency branch-or office controlled by such person, participating in a procurement process.

40.3. Bidder from a country which shares a land border with India for the purpose of this Order means:

40.3.1. An entity incorporated, established or registered in such a country; or

40.3.2. A subsidiary of an entity incorporated, established or registered in such a country; or

40.3.3. An entity substantially controlled through entities incorporated, established or registered in such a country; or

40.3.4. An entity whose beneficial owner is situated in such a country; or

40.3.5. An Indian (or other) agent of such an entity; or

40.3.6. A natural person who is a citizen of such a country; or

40.3.7. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

40.4. The beneficial owner for the purpose of clause no.38.3 above, will be as under:

40.4.1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person (s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means, Explanation:

40.4.1.1. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company.

40.4.1.2. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding of management rights or shareholder's agreements of voting agreements;

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

40.4.3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person (s), who, whether acting alone or together, or through one or more juridical



- person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
- 40.4.4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
- 40.4.5. In case of a trust, the identification of beneficial owner (s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership
- 40.5. An Agent is a person employed to do any act for another, or to represent another in dealings with third person
- 40.6. 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.

#### **41. PUBLIC GRIEVANCE CELL:**

A Public Grievance Cell headed by Shri R.R. Kumar, GM(Prod-EY) has been set up in the Company. Members of public having complaints or grievances are advised to contact him on Wednesday between 10.00 hours and 12.30 hours in his office on 3<sup>rd</sup> Floor, Mazdock House or send their complaints / grievances to him in writing for redressal. Contact Telephone No is 23763512.

#### **42. SITE VISIT:**

- 42.1. 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.
- 42.2. Bidders are requested to visit MDL prior to uploading their bid. In this regard please contact following MDL Officials: **Mr. Jitendra Singh DM (Planning-P17A), Tel. no.: 022 2376 3345, email: [jitendrasingh@mazdock.com](mailto:jitendrasingh@mazdock.com) or Ms. Alice Kurian, AGM(Planning-P17A), Tel. no.: 022 2376 3074, email: [abkurian@mazdock.com](mailto:abkurian@mazdock.com)**

**43. 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).

#### **44. Breach of obligation with respect to bid submitted:**

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

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

**45.** MDL reserves the right to consider placement of Order / Contract in part or in full against the tendered quantity or reject any or all tenders without assigning any reason.

**46.A)** MDL reserves the right to consider placement of Order.

B) In case of the performance of the contractor is not satisfactory, MDL reserves the right to cancel the order.

C) MDL reserves its right to accept or reject any or all bids, abandon / cancel the tender process, and issue another tender for the same or similar Goods/Services at any time before the award of the contract. It would have no liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for such action(s).

D) No claims by the firms will be entertained after 03 years from date of execution/completion of order.



**47. 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.

**48. Corrigendum to the 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.

**49. Variation of Quantities at the Time of Award:** At the time of awarding the contract, the ground situation may have very well changed. The tendered quantity can be increased or decreased by 25 (twenty-five) per cent for ordering, if so warranted.

**50. WORKMEN SAFETY AND INSURANCE:** The service provider shall alone be fully responsible for safety and security and insurance or life insurance of their personnel who is working on the operation and maintenance works. The service providers (a) shall take out and maintain, and shall cause any Subcontractors to take out and maintain, at their (or the Subcontractors', as the case may be) own cost but on terms and conditions approved by the MDL, insurance against the risks, and for the coverage, as shall be specified in the TEF; 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.

**51. CARTEL FORMATION / POOL RATES:** Not applicable to this tender

**52. 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. 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



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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.

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

**53.** In case of improper on-line filling of Acceptance Formats for Tender Enquiry Form General Conditions of Contract (**GCC**), it shall be presumed that all our tender terms & conditions are acceptable to you.

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

**Yours faithfully,  
For MAZAGON DOCK SHIPBUILDERS LIMITED,**

Rohit Bansal (CM)  
(OUTSOURCING DEPARTMENT)



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

<b>Annexure – A</b>	Scope of work.
<b>Annexure – B</b>	Illustrative Rate sheet format.
<b>Annexure – C</b>	Responsibility Matrix. (Included in SOW)
<b>Annexure – D</b>	Integrity Pact. (Not applicable)
<b>Annexure – E</b>	Format for information of past orders. (Not applicable)
<b>Annexure – F</b>	MDL Bank account details for remittance of PS. (Not applicable)
<b>Annexure – G</b>	Non-Disclosure Agreement. (Not applicable)
<b>Annexure – H</b>	Illustrative format for loading factors for ranking of bids.
<b>Annexure – I</b>	Technical documents to be uploaded
<b>Annexure – J</b>	(Tender Enquiry Form)TEF Acceptance format.
<b>Annexure – K</b>	GCC Acceptance Format.
<b>Annexure – L</b>	Format for PSBG (Not applicable)
<b>Annexure – M</b>	Work completion certificate. (Not applicable)
<b>Annexure – N</b>	GST terms & conditions.
<b>Annexure – O</b>	Declaration Certificate for Local Content.
<b>Annexure – P</b>	Declaration by bidder for Restrictions under rule 144(xi) of general financial rules GFRs, (2017).
<b>Annexure – Q</b>	Flow chart for parallel contract. (Not applicable)
<b>Annexure – R</b>	Actual Local Content Certificate.
<b>Annexure – S</b>	Format for EMD BG (Not applicable)
<b>Annexure – T</b>	General Conditions of Contract (GCC)
<b>Annexure – U</b>	Safety Instruction for Sub-Contractors
<b>Annexure – V</b>	Statutory Compliances by the subcontractor / vendors while deploying contract employees in MDL premises & its units.

#### REFERENCES:

Terms & Conditions (Available on MDL Website [www.mazagondock.in](http://www.mazagondock.in) →Work/Service Contracts or [www.mazagondock.in](http://www.mazagondock.in) → tenders → shipbuilding → Outsourcing ).

1) Standard Terms & Conditions (STACS).

(STACS clause no 381 : “the State Government” to be replaced with “the Central Government or the State Government, whichever is higher”)

2) General Terms & Conditions (GTACS) while executing work.

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.mazagondock.in/](http://www.mazagondock.in/) →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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Annexure-A

**Scope of Work:**

**DETAIL TECHNICAL SCOPE OF WORK FOR TANK CLEANING BY MECHANICAL MEANS AND OILING OF TANKS ON YARD - 12651 OF P17A AT MBPT/ND**

**1. SCOPE OF WORK**

The Subcontractor has to completely remove loose, delaminating, non-adhering primer by ST-2 mechanical means followed by inspection / application of OM 750 in FO, LO, Drain and Sludge Tanks on Yard 12651 of P17A.

The Fuel Oil Tank, Lube Oil Tank, Oil Drains and Oil Sludge Tanks shall be scrapped by completely remove loose, delaminating, non-adhering primer by ST -2 mechanical means followed by inspection / application of OM 750 in FO, LO. Drains and sludge tank of Yard-12651 of P17A. After that the surfaces are to be thoroughly cleaned of all dust & shall be applied with coating of heavy filtered mineral oil DS CAT No 9150 – 000058 (OM 750) as per painting specification 1902-01.

**2. SCOPE OF SUPPLY (CONTRACTOR)**

- a. To arrange and deploy the skilled /semi-skilled /un-skilled labour and qualified & experienced supervisory staff with relevant experience as may be required for execution of surface preparation and oiling work on board ship as per MDL's work schedule.
- b. Competent person to ensure that the tank is reasonably free from dangerous gas, fumes, vapor or dust & continuous monitoring to keep its level within permissible limits. All the sensors like oxygen monitor, multi gas monitor, extractor or blowers, vacuum cleaners etc are in Subcontractor Scope.
- c. Breathing apparatus, Safety gears i.e. PPE (Personnel Protective Equipment) for Contractor's workmen while working at MbPT/ Naval Dockyard (Mumbai) work site and on board the ship. Without PPE's workmen shall not be allowed to work on board the ship. The Subcontractor shall abide all safety rules while executing work on board ship.
- d. Tools & tackles like grinders, vacuum cleaners, flame-proof light or lamp as well as cleaning gear like cotton waste, jute etc. for carrying out the work at site. MDL will provide only one hundred and ten volts. Sub-contractor to arrange necessary equipment's and accessories for its conversion to twenty-four volts.
- e. Ventilation arrangement system with complete accessories such as adequate size/length of hoses for supplying of fresh Air to the compartment/ his workmen while working in MDL on board ship and also provision for exhausting polluted Air/dust particle outboard from the compartment/tank/confined spaces.
- f. Any other material, facility required directly or indirectly for carrying out the job, other than mentioned in MDL's scope, shall be arranged by the contractor.
- g. Adequate no. of Oxygen monitors and multi gas monitor for monitoring the oxygen level and other poisonous gas prior to tank entry.
- h. Positioning of Safety sentry (watch keeper) near vicinity / one-meter radius of said activity is mandatory for each work in addition to supervisor.

Note:

No portable electric light or electric appliance of voltage exceeding twenty-four volts will be permitted inside tank.

MDL will provide only one hundred and ten volts. Sub-contractor to arrange necessary equipment's and accessories for conversion to twenty-four volts.

*P. Kumar*



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**3. SCOPE OF SUPPLY-FREE ISSUE MATERIALS BY MDL: -**

- a. Heavy mineral oil OM 750 – DS CAT no. 9150-000058 (Quantity as may be required).
- b. Crane facility for shifting of heavy items / equipment between the jetty and the ship weighing more than 40 Kgs. (Individual or bundle).
- c. Electric Power Supply of 110 V for power tools will be given by MDL.

**4. INSPECTION**

- a. Inspection will be carried out by MDL SB-Paints / SQC/ WOT. Measurement Certificate will be provided by MDL as applicable.
- b. The entire area of tanks is in square meter.
- c. While Inspection Authority will carry out inspection for the stages defined in QAP, MDL has the right to carry out random inspection by SQC or Project Officer independently to ensure that the Contractor is adhering to laid down conditions in terms of quality of work, qualification of the personnel. The contractor shall provide free access to the work being done for such inspection.
- d. In case any dispute on the area certified, the same shall be dealt separately with SQC and Design to resolve the disputes.

**5. MOBILISATION, SCHEDULE OF WORK AND WORK COMPLETION PERIOD**

**Mobilization:** - Subcontractor has to mobilize their equipped manpower within 01 days from the placement of order by MDL. During the mobilization period, sub-contractor has to arrange its entry passes.

**Schedule of Work & Performance of measuring:** The work will be released to the Subcontractor by means of a written schedule prepared within overall contract period between Subcontractor and Ship Manager/ OIC (Not below the rank of CM). The schedule will be strictly adhered for execution & same will be criteria for LD applicability. A hindrance register will be maintained by user dept under the custody of CM & above Executive nominated by the user department.

When a particular job is over, WDC is to be obtained from MDL & WOT (MDL representatives). The WDC shall be certified by concerned MDL berth Executives in the capacity of CM & above.

Work Instruction, WDC along bills is to be submitted to Project Account Section for making the payment. The firm has to submit invoice along with cumulative statement of work executed and payment made.

**06. GENERAL CONDITIONS**

- a. Subcontractors must commence the work and/ or increase the work force at short notice as per MDL's requirement. Contractors should follow the schedule of the ship & complete the job by given EDC. (Early Date of Completion) Otherwise same job can be allotted to other contractors.
- b. The Subcontractor shall deploy their dedicated team of workmen and supervisor on a particular ship for execution of the contract without any problem or hindrance so that ship's schedule shall not be affected.

*R. Kumar*



- c. Subcontractor shall regularly keep the MDL Berth Officer / Ship Manager informed regarding the progress of the work throughout the entire contract period. Subcontractor shall submit weekly progress report to Ship Manager. Subcontractor shall attend all progress review meeting when called for and also submit any other report as required by Ship Manager.
- d. The nominated supervisor will be responsible for timely completion of job and for clearance from MDL SQC and WOT(Mbi). Supervisor is required to be present at all times as long as his workmen are at site.
- e. The work is to be carried out during normal yard working days i.e. Monday to Friday between 07:30 hrs to 24:00 hrs (in two shifts) every day. In the event of work to be carried out on Saturdays / Sundays / MDL Yard Holidays and beyond midnight, one-day prior approval should be obtained from MDL authorities well in advance.
- f. If required Subcontractor has to work round the clock to complete the work on urgent basis for meeting the MDL's schedule of the ship. In such cases overtime / extra charges if any for the deployed workers shall be paid by the contractor.
- g. Subcontractor should clean up surrounding area in the vicinity of the tank at the end of the day after completion of the job for the day.
- h. Security clearance of all the contractor's personnel who will be working in the MbPT/ND(Mbi) for this contract at his cost has to be arranged by the contractor. The Subcontractor shall fulfill all the formalities like PVR / Insurance / Undertaking in MDL's standard format, Labour challan etc as may be required for making MDL's Gate passes prior to mobilization of the workforce on board. The bidder shall ensure before submission of bid understand the requirements of obtaining entry passes as laid down on MDL website -> Tendering -> Ship Building -> Outsourcing -> SB-OTS STACS Format-> Procedure for Entry passes so that they will not lose time required for mobilization.
- i. Subcontractor shall arrange transportation and food for his personnel when the ship is in MbPT/Naval Dockyard or any other location during the entire period.
- j. The Subcontractor shall maintain the register of consumables/ oils received and used for the purpose with the concurring signature of berth officer / ship manager.
- k. Staging material, scaffolding & temporary supports wherever required will be provided by MDL. The contractor has to erect the same. The contractor should remove temporary supports, scaffolding etc. and clear the space after completion of work.
- l. Transport of material from Stores up to the location of work is to be done by the contractor. However, Crane facility will be provided free of cost by MDL in MDL as well as in MbPT/ND as and when required for shifting items weighing more than 40 kgs.
- m. When work is to be carried out in Naval Dockyard / MbPT, the manpower transportation to be arranged by the contractor.
- n. If the quality, progress and performance are not found up to the mark, MDL reserves the right to terminate the contract and get the balance work done either departmentally or through another agency solely at MDL's discretion.
- o. Other standard terms & conditions as per MDL STAC.

*R. Renu*



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Two Bid e-tender 8000001261 for Tank Cleaning by Mechanical Means & Oiling for Y12651 of P17A Ships.

Annexure-1

**RATE SHEET**

RATE SHEET FOR TANK CLEANING BY MECHANICAL MEANS & OILING OF TANKS ON YARD - 12651 OF P17A						
Sr No	Description	Qty	Unit	Unit rate in Rs.	Total Cost in Rs (c x e)	Taxes
a	b	c	d	E	f	
1	Completely remove loose, delaminating, non-adhering primer by ST-2 mechanical means followed by inspection / application of OM 750 in FO, LO, Drain and Sludge Tanks on Yard-12651 of P17A.	1739.23	Sq. mtr			

Note: -

1. Taxes applicable will be extra payable by MDL.
2. All consumables required to be supplied by Subcontractor for undertaking job on site.
3. Payment will be made on actual work done based on WDC.
4. Your quote should be inclusive of all expenses except applicable tax.
5. L1 will be determined as per tender clause.
6. in case of any error in calculation w.r.t. column c & e. Unit rate of (Column 'e') will be considered for calculating the grand total to rank the bids for determination of L1.

*R. Kumar*





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Two Bid e-tender 8000001261 for Tank Cleaning by Mechanical Means & Oiling for Y12651 of P17A Ships.

Annexure-2

**RESPONSIBILITY MATRIX FOR OUTSOURCING OF TANK CLEANING WORK BY MECHANICAL MEANS & OILING OF TANKS ON YARD-12651 OF P17A .**

Sr No	Job	Description of Job	Contractor	MDL
1	Documentation	Issuance of documents.	-	Y
2		Submission of proof for availability of manpower, tools and machines.	Y	-
3		Submission of copies of relevant WCC's and Work orders showing past experience.	Y	-
4		Preservation of issued documents and handling over it to MDL after completion of job.	Y	-
5		Submission of QAP for approval of MDL before commencement of work.	Y	-
6		Documentation for getting certification of conformation (COC) under guidance from SB-Hull dept.	Y	-
7	Services	Lockable facility to store items/ equipment/ own instruments.	Y	-
8		Arrangement of gate pass for personnel.	Y	Y
9		Forklift & Crane Facility.	-	Y
10		Compressed air-service (Air Pr. 4-7 bars).	-	Y
11		Power supply-110V A/C	-	Y
12		Tarpaulins, plastic sheets etc. material for protection items.	Y	-
13		Maintenance of Hindrance register in the format given by MDL.	Y	-
14	Working Schedule	Submission of detailed work schedule-micro plans.	Y	-
15		Taking permission for working in all shifts, Saturdays, Sundays & holidays.	Y	-
16		Submission of monthly progress report and qty consumption details.	Y	-
17		Detailed documentation of every stage of work including input data review and end of the task review.	Y	-
18	Inspection	Preparation of QA Plan.	Y	-
19		Approval of QA plan.	-	Y
20		Getting the jobs inspected & cleared by MDL / WOT / OEM any other inspecting authority as per QAP.	Y	-
21		Preparation and submission of proper documents containing various inspection reports for WCC.	Y	-
22	Manpower	Sufficient trained & qualified manpower.	Y	-
23	Safety	Following of all safety norms & procedures.	Y	-
24		Safety gears for own work force.	Y	-
25	Extra work	Extra work due to change in drawing.	Y	-
26		Anomalies due to the subcontractor's negligence would be required to rectify at his own cost.	Y	-
27		Removing any anomalies in the work shall be reported through NCR & record to be maintained	Y	-
28	WDC	Issue of WDC by user dept.	Y	Y
29		Issue of inspection reports WDC by user dept.	-	Y
30	Payment	Submission of reconciliation report.	Y	-
31		Submission of invoices for payment.	Y	-
32		Release of payment.	-	Y

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*R. Kumar*



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Two Bid e-tender 8000001261 for Tank Cleaning by Mechanical Means & Oiling for Y12651 of P17A Ships.

**Annexure-3**

**SAMPLE QUALITY ASSURANCE PLAN FOR OUTSOURCING OF TANK CLEANING  
WORK BY MECHANICAL MEANS & OILING OF TANKS ON YARDS-12651 OF P17A**

Sr No	Description of Activity	Ref. Documents	Offered by	Inspection				Remarks
				Contractor	MDL Berth	MDL SQC	WOT	
1	Release of Tanks to the Sub-Contractor	Berth Memo.	Berth	100%	100%	-	-	Berth to ensure the completion of Dry Survey (Including NDT), Pressure Testing, all engineering penetrations & its fitting and carlings (if any)
2	Tank Cleaning Work by ST-2 Mechanical Means	Surface Preparation	Contractor	100%	100%	100%	100%	Remove complete loose delamination, non-adhering primer
3	Oiling	Oil OM -750 paint scheme	Contractor	100%	100%	100%	100%	Apply coat of Oil OM-750
4	Visual Inspection	Reference Drawings	Contractor through Berth	100%	100%	100%	100%	Inspection Reports
5	Work done Certificate	Inspection Reports	Contractor	-	-	100%	-	WDC to be signed by authorized Berth Executive

For SUBCONTRACTOR

  
SHIP MANAGER रमेश  
R. RAMESH  
अवर महाप्रबंधक / गहान प्रबंधक (यार्ड-12651)  
AGM/SHIP MANAGER (Y-12651)  
माझगाँव डॉक शिपबिल्डर्स लिमिटेड  
MAZAGON DOCK SHIPBUILDERS LIMITED

MANAGER (S.Q.C)

WOT





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Annexure-B

**ILLUSTRATIVE RATE SHEET FORMAT:**

**RATE SHEET FOR TANK CLEANING BY MECHANICAL MEANS & OILING OF TANKS ON YARD-12651 P17A SHIPS**

Sr No	Description	Quantity	Unit	Unit Rate (Rs)	Total Cost in Rs (c*e)	Taxes
a	b	c	d	e	f	
1	Completely remove loose, delaminating, non-adhering primer by ST-2 mechanical means followed by inspection / application of OM 750 in FO, LO, Drain and Sludge Tanks on Yard-12651 of P17A.	1739.230	M2			
<b>Total</b>						

COMPANY'S NAME & ADDRESS:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

SIGNATURE:

DATE:

NAME:

DESIGNATION:

BIDDER'S COMPANY SEAL:

Sr. No.	Description	Name of tug offered	Quantity (Approx.)	Unit	Applicable GST	HSN no.	Unit rate for each movement Quoted/not quoted
1.	Completely remove loose, delaminating, non-adhering primer by ST-2 mechanical means followed by inspection / application of OM 750 in FO, LO, Drain and Sludge Tanks on Yard-12651 of P17A.	ABC	1	No	18%	123456	Quoted
<b>Grand Total</b>							Quoted

**NOTE:**

- i) This rate sheet is only for illustration purpose & for the purpose of indicating tax and whether quoted / not quoted.
- ii) Prices are to be quoted in the Rate sheet (BOQ) **provided online** in .xls format and uploaded in cover-2 online.
- iii) Bidder while quoting should consider the all costs such as labour, hike in the minimum wages, transportation, equipment, all incidental expenses, consumables etc.
- iv) Quantity shown is indicative. However, Payment shall be made as per actual work done.
- v) An **illustrative example** of blank rate sheet to be uploaded in cover 1 (Part 1 – Technical bid) is given below:

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



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Annexure-C

Annexure-2

**RESPONSIBILITY MATRIX FOR OUTSOURCING OF TANK CLEANING WORK BY MECHANICAL MEANS & OILING OF TANKS ON YARD-12651 OF P17A .**

Sr No	Job	Description of Job	Contractor	MDL
1	Documentation	Issuance of documents.	-	Y
2		Submission of proof for availability of manpower, tools and machines.	Y	-
3		Submission of copies of relevant WCC's and Work orders showing past experience.	Y	-
4		Preservation of issued documents and handling over it to MDL after completion of job.	Y	-
5		Submission of QAP for approval of MDL before commencement of work.	Y	-
6		Documentation for getting certification of conformation (COC) under guidance from SB-Hull dept.	Y	-
7	Services	Lockable facility to store items/ equipment/ own instruments.	Y	-
8		Arrangement of gate pass for personnel.	Y	Y
9		Forklift & Crane Facility.	-	Y
10		Compressed air-service (Air Pr. 4-7 bars).	-	Y
11		Power supply-110V A/C	-	Y
12		Tarpaulins, plastic sheets etc. material for protection items.	Y	-
13		Maintenance of Hindrance register in the format given by MDL.	Y	-
14	Working Schedule	Submission of detailed work schedule-micro plans.	Y	-
15		Taking permission for working in all shifts, Saturdays, Sundays & holidays.	Y	-
16		Submission of monthly progress report and qty consumption details.	Y	-
17		Detailed documentation of every stage of work including input data review and end of the task review.	Y	-
18	Inspection	Preparation of QA Plan.	Y	-
19		Approval of QA plan.	-	Y
20		Getting the jobs inspected & cleared by MDL / WOT / OEM any other inspecting authority as per QAP.	Y	-
21		Preparation and submission of proper documents containing various inspection reports for WCC.	Y	-
22	Manpower	Sufficient trained & qualified manpower.	Y	-
23	Safety	Following of all safety norms & procedures.	Y	-
24		Safety gears for own work force.	Y	-
25	Extra work	Extra work due to change in drawing.	Y	-
26		Anomalies due to the subcontractor's negligence would be required to rectify at his own cost.	Y	-
27		Removing any anomalies in the work shall be reported through NCR & record to be maintained	Y	-
28	WDC	Issue of WDC by user dept.	Y	Y
29		Issue of inspection reports WDC by user dept.	-	Y
30	Payment	Submission of reconciliation report.	Y	-
31		Submission of invoices for payment.	Y	-
32		Release of payment.	-	Y

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**Annexure-H**

**LOADING FACTORS FOR RANKING OF BIDS:**

(Illustrative format)

**A.**

Sr. No.	Description	Foreign Supplier	Indigenous Supplier
1	Basic price Quoted	a) FOB b) CIF	a) Ex Works b) Delivered to MDL stores
2	Add: insurance charges	Incase of 1(a)	In case of 1(a)
3	Add Sea/Air Freight charges / Inland Road Transport	Incase of 1(a)	In case of 1(a)
4	Customs Clearance / Port Handling / Transportation to Yard	In either case i.e. FOB or CIF Price	NIL
5	Cost (ex-MDL) excluding taxes & duties without loading towards any deviations	Sr.Nos. (1+2+3+4) if FOB price quoted OR CIF price + Sr.No.4	Sr.Nos. (1+2+3)

**B. Loading due to variations in Financial Term.**

Sr. No.	Description	Foreign Supplier	Indigenous Supplier
6	Variation in payment Terms		
7	Cost (ex-MDL) excluding taxes & duties after loading for variations in financial term.	Sr.Nos. 5 + 6	

**C. Loading on Account of deviations in following commercial terms**

Sr. No.	Description	Foreign Supplier	Indigenous Supplier
8	Security Deposit / Contract performance guarantee.		
9	Equipment Performance guarantee		
10	Additional delivery period sought over stipulated period as per Tender		
11	Additional time sought for supplying binding data.		
12	Liquidated damages per week rate / maximum ceiling		
13	Warranty / Guarantee		
14	Cost (ex-MDL) excluding taxes & duties after loading for variations on account of financial and commercial terms.	Sr.Nos.7 + 8 +9 + 10 +11+ 12 +13	

**D. Landed Cost:**

Sr. No.	Description	Foreign Supplier	Indigenous Supplier
15	Taxes & Duties		
16	Landed C	Sr.Nos.14 + 15	



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## Annexure-I

### LIST OF DOCUMENTS TO BE UPLOADED:

1. Duly filled Blank rate sheet (Annexure-B), clearly indicating whether quoted/not quoted, tax in % & HSN/SAC no.
2. Technical bid & Bidder's Company Profile.
3. ~~Shop & Establishment registration / Certificate of Incorporation.~~
4. Valid Tax Registration Certificate / GST registration certificate and PAN card.
5. ~~Profit and loss statement as per clause 8.~~
6. Valid Registration Certificate issued by MDL (if any).
7. Duly filled Annexures.
8. Bidder contact details.



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Annexure-J

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

To,  
MAZAGON DOCK SHIPBUILDERS LIMITED  
OUTSOURCING DEPARTMENT.

TEF CLAUSE No.	BIDDER'S REMARK	TEF 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		54	

COMPANY'S NAME & ADDRESS:

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

SIGNATURE:

DATE:

NAME:

DESIGNATION:

BIDDER'S COMPANY SEAL:

**NOTE:**

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



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Two Bid e-tender 8000001261 for Tank Cleaning by Mechanical Means & Oiling for Y12651 of P17A Ships.

**Annexure-K**

**GENERAL CONDITIONS OF CONTRACT (GCC) ACCEPTANCE FORMAT:**

To,  
MAZAGON DOCK SHIPBUILDERS LIMITED  
OUTSOURCING DEPARTMENT.

GT&C CLAUSE No.	BIDDER'S REMARK	GT&C CLAUSE No.	BIDDER'S REMARK	GT&C CLAUSE No.	BIDDER'S REMARK
	Acc/Dev		Acc/Dev		Acc/Dev
1		14		27	
2		15		28	
3		16		29	
4		17		30	
5		18		21	
6		19		32	
7		20		33	
8		21		34	
9		22		35	
10		23		36	
11		24		37	
12		25		38	
13		26			

COMPANY'S NAME & ADDRESS:

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

SIGNATURE:

DATE:

NAME:

DESIGNATION:

BIDDER'S COMPANY SEAL:

**NOTE:**

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





**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).



**DECLARATION FOR LOCAL CONTENT:**

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

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

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

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

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

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

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

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

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

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

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

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

Attach separate sheet duly signed if space is not sufficient  
NB: Local content percentage shall be declared item wise or tender wise strictly as per the terms of the tender.

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

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

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

Seal / Stamp of Bidder



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Annexure-P

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

(On bidder's Letter Head)

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

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

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

COMPANY'S NAME & ADDRESS:

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

SIGNATURE:

DATE:

NAME:

DESIGNATION:

BIDDER'S COMPANY SEAL:

**ACTUAL LOCAL CONTENT CERTIFICATE:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Stamp / Seal of the company**





## GENERAL CONDITIONS OF CONTRACT (GCC)

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

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

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

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

### 1. TENETS OF INTERPRETATION

Unless where the context requires otherwise, throughout the contract:

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

### 2. LANGUAGE OF CONTRACT

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

### 3. GOVERNING LAWS AND JURISDICTION

#### 3.1 Governing Laws and Jurisdiction

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



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

### 3.2 Changes in Laws and Regulations

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

## 4. CONFIDENTIALITY, SECRECY AND IPR RIGHTS

### (a) IPR Rights

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

### (b) Confidentiality

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

### (c) Secrecy

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

### (d) Obligations of the contractor

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

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

(iii) Notwithstanding the above, the contractor may furnish to its holding company or its Subcontractor(s) such documents, data, and other information it receives from MDL to the extent required for performing the contract. In this event, the contractor shall obtain from such holding





company/ Subcontractor(s) an undertaking of confidentiality (or secrecy – as the case may be) similar to that imposed on the contractor under the above clauses.

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

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

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

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

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

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

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

## 5. PERMITS, APPROVALS AND LICENSES

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

## 6. EXTENSION OF DELIVERY PERIOD

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

(b) Conditions for Extension of Delivery Period

When the Contract Period is extended due to the “delays attributable” to the contractor, the amendment extending the Contract Period shall, inter alia, be subject to the following conditions:

(i) Liquidated Damages

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

(ii) Denial Clause

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

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

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



(c) Liquidated damages

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

## 7. DEFAULTS, BREACHES & TERMINATION OF CONTRACT

### Termination due to Breach, Default, and Insolvency

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

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

##### (i) Default in Performance and Obligations

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

##### (ii) Insolvency

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

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

#### (b) Notice for Default

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

#### (c) Terminations for Default

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

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

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

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

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



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

In addition to termination for default, MDL shall be entitled, and it shall be lawful on his part, to procure Goods same to those terminated, with such terms and conditions and in such manner as it deems fit at the "Risk and Cost" of the contractor. Such 'Risk and Cost Procurement' must be initiated (viz. AIP/PR/Tender) within six months from the termination of Contract. The Contractor shall be liable for any loss which MDL may sustain on that account provided the procurement, or, if there is an agreement to procure, such agreement is made. The Contractor shall not be entitled to any gain on such procurement, and the manner and method of such procurement shall be in the entire discretion of MDL. (Note: deleted being contrary to law).

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

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

#### 8. CLOSURE OF CONTRACT

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

#### 9. COMMUNICATION AND LANGUAGE FOR DOCUMENTATION

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

#### 10. CANCELLATION OF TENDER

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

#### 11. PURCHASER'S PROPERTY.

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



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

#### 12. RECOVERY-ADJUSTMENT PROVISIONS

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

#### 13. INDEMNIFICATION

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

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

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

#### 15. SUBCONTRACT AND RIGHT OF PURCHASER

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

#### 16. PATENT RIGHTS

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

#### 17. AGENTS/AGENCY COMMISSION

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

The Seller agrees that if it is established at any time to the satisfaction of the Buyer that the present declaration is in any way incorrect or if at a later stage it is discovered by the Buyer that the Seller has engaged any such individual/firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this Contract / Purchase order, the Seller will be liable to refund that amount to the Buyer.



The seller will also be debarred from participation in any RFQ/Tender for new projects/program with Buyer for a minimum period of five years.

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

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

#### 18. USE OF UNDUE INFLUENCE / CORRUPT PRACTICES

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

If found that Bidder / Supplier / Contractor is involved in such wrong practices, then Purchaser is entitled to cancel the contract/s and all or any other contracts and then to recover from the Bidder / Supplier / Contractor the amounts of any loss arising from such contracts' cancellation, including but not limited to imposition of penal damages, forfeiture of Performance security, encashment of the Bank Guarantee and refund of the amounts paid by the Purchaser.

#### 19. IMMUNITY OF GOVERNMENT OF INDIA CLAUSE

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

#### 20. EXPORT LICENCE

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

#### 21. BANNED OR DE-LISTED CONTRACTORS / SUPPLIERS

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

#### 22. DUTY OF PERSONNEL OF SUPPLIER/CONTRACTOR





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

### 23. DISPUTE RESOLUTION MECHANISM AND ARBITRATION

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

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

(ii) In case of non-settlement by (i) above, if at any time, before, during or after the contract period any unsettled claim, dispute or difference arose between the parties, upon or in relation to or in connection with or in any way touching or concerning this tender/agreement/order/contract, the same shall be referred to the concerned Functional Director.

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

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

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

#### (b) Arbitration (Applicable for Goods and Services)

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

MDL prefers to have arbitration through Institutes such as Indian Council of Arbitration (ICA)/ICA-DR, Mumbai Centre for International Arbitration, International Chamber of Commerce (ICC), Singapore International Arbitration Centre (SIAC) with the mutual consent of the parties. In case of unresolved difference/dispute between the Purchaser and Supplier, being Central Public Sector Enterprises/Central Govt. departments, the disputes shall be resolved firstly through mutual discussion or through the empowered agencies of the Govt. or through arbitration by reference by either party to the department of Public Enterprises, as per extant guidelines. If disputes/differences remain unresolved/unexecuted, the same shall be referred first to the Cabinet Secretariat and then, if necessary to the PMO. Any changes to arbitration clause must be vetted by HOD (Legal) before incorporation in contract/PO.

### 24. JURISDICTION OF COURTS

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

### 25. CONTRACT LABOUR (REGULATION AND ABOLITION) ACT 1970

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





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

#### 26. MINIMUM WAGES ACT

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

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

#### 27. BONUS ACT

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

#### 28. FACTORIES ACT

The Contractor / Bidder shall observe all applicable Rules and Regulations stipulated under Factories Act applicable to contract labour. The Contractor / Bidder shall maintain a separate register prescribed under the Act and pay Privilege Leave wages to all eligible employees.

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

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

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

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

(b) under the Family Pension Scheme, and

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



yet to obtain PF code shall apply for Code no s to PF Commissioners Office and furnish copies of the same to Corporate Personnel Department. Purchaser shall recover PF dues from the contractors running bills till such time the PF Code no is obtained.

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

### 30. EMPLOYEES' STATE INSURANCE ACT

The Contractor / Bidder should also cover all the eligible contract labourers working on MDL jobs, under the Employees' State Insurance Act and Scheme by furnishing necessary returns to appropriate authority and pay both employees' and employers' contributions in respect of these employees to the concerned authorities within 20 days from the close of every month. The contractor shall produce copy of R. D. F. duly acknowledged by ESI local office for confirmation that the workmen are covered under ESI Act and Scheme. Contractor / Bidder should produce proof of such remittances to Corporate Personnel Department of MDL along with full details of contributions etc. within 25 days from the close of month. He shall also give an undertaking that he will not engage any one on our work who is not duly covered under the said Act and Scheme. The contract employees who are out of coverage of ESI Act and Scheme should be covered under Group Insurance Policy linked with workman compensation Act. Those Bidders / contractors do not have their ESI Code No.; they should submit documentary evidence of application for obtaining ESI Code no to Corporate Personnel Department.

### 31. SAFETY

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

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

### 32. POLICE VERIFICATION OF EMPLOYEES

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



### 33. FORCE MAJEURE

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

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

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



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**1. Scope of Work:**

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

**2. General Safety Guidelines:**

- 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
		Board, Duck Ladder, Lifeline system etc.
7	Working in Confined Spaces	Boiler Suit, Helmet, Hand Gloves, Safety Shoe, Respiratory Mask, Portable light, ear plug, Multi Gas Detector, Fume extractors etc.
8	Material Movement/Lifting/Turning	Boiler Suit, Helmet, Hand Gloves, Safety Shoe, Slings/Tackles/Shackles, Mask etc.
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/clearing the inside of the drum of mixer, the power of mixer should be switched off and "Do not operate" tag should be provided.
- 9.25 Every opening in the floor of a building should be provided with suitable fencing/railing of one-meter height on all exposed sides with toe guard of 15 cm vertical height. Where barricades cannot be installed, safety net should be installed close to the level at which there is a danger of a fall.
- 9.26 All temporary wiring should be installed and supervised by a competent electrician.
- 9.27 Adequate protection should be provided for all electrical wiring laid on floor which may be crossed over by construction machinery or by the workmen.



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- 9.28 Suitable warning signs should remain displayed at conspicuous places to alert the workers of the potential dangers and to protect them from the risks of electrical accidents.
- 9.29 All necessary rescue equipment such as life buoys and life jackets should be provided and kept available for use at any time while working in and around water bodies.
- 9.30 Dispose all wastes, and unwanted materials must be disposed of at a designated place.
- 9.31 Do not leave planks with nails on passageways.



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

### **(1) Labour Licence:**

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



**(2) Commencement / Completion of work:**

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

**(3) Daily attendance of contract employees:**

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

**(4) Insurance coverage:**

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



**(5) Provident Fund Coverage:**

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

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

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

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

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





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

**(8) Payment of Minimum wages**

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

**(9) Medical Examination of Sub Contract/Outsourced employee**

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



**(10) Health, Safety and Welfare**

The Contractor/Vendor should ensure safe and healthy working condition at work for compliance of the Provisions of Factories Act, 1948.

The Contractor/Vendor should provide all the Safety measures and his supervision to ensure safety at work site.

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

**(11) Maintenance of record / register:**

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

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

**(12) Display of Notices**

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

**(13) Working on weekly off and holidays:**

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

**(14) Applicability of labour laws:**

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