



निविदा पूछताछ  
TENDER ENQUIRY

[सीमित निविदा]  
[LIMITED TENDER]

माझगांव डॉक शिपबिल्डर्स लिमिटेड  
(भारत सरकार का उपक्रम)  
MAZAGON DOCK SHIPBUILDERS LIMITED  
(Formerly known as Mazagon Dock Limited)  
(A Govt. of India Undertaking)  
CIN: L35100MH1934GOI002079  
Dockyard Road, Mumbai 400 010  
Website- [www.mazagondock.in](http://www.mazagondock.in)  
Certified - ISO 9001: 2008 for Shipbuilding Division  
GST ID : 27AAACM8029J1ZA

निविदा सं./Tender No	2500000110	विभाग/Department	SHIP REPAIR COMMERCIAL
क्रय अधिकारी/Purchase Exec.	Sagar U Shende	क्रय अधिकारी/Purchase Exec.	Sagar U Shende
सेवा में/To		दूरभाष सं./Telephone No	23763080
		फैक्स सं./Fax No	23743198
		ई-मेल/E-Mail	sushende@mazdock.com
दूरभाष सं./Telephone		निविदा सं./Tender No	2500000110
फैक्स सं./Fax		निविदा तिथि/ Tender Date	30.06.2022
ई-मेल/E-Mail		निविदा बंद की तिथि/Tender Closing Date	07.07.2022
		निविदा बंद होने का समय/Tender Closing Time	14:00:00
		आरएफक्यू सं./RFQ No	2210000136

निविदा शुल्क/Tender Fee	रु/Rs	0.00
बयाना राशि/EMD Amount	रु/Rs	0.00
पुर्व बिड बैठक तिथि और समय/Pre Bid Meeting Date & Time		,00:00:00
निविदा खोलने की तिथि और समय/Tender Opening Date & Time		07.07.2022,16:00:00
प्रस्ताव वैधता तिथि है/Offer should be valid up to		06.09.2022
सुरक्षा जमा/Security Deposit		3.00 %आदेश मूल्य का/PO value
वरीय बैंक जमानत /Perf. Bank Guarantee		3.00 %आदेश मूल्य का/PO value

( आगे के विवरण हेतु कृपया सम्बंधित नियम शर्तों को पढ़ें। सुनिश्चित करें कि कोटेशन और संबंधित पत्राचार के लिए विभाग का नाम, क्रय अधिकारी का नाम, निविदा संख्या, बंद होने का समय एवं तिथि एवं आरएफक्यू सं. अपने कोटेशनमें लिखें।  
Kindly read and refer relevant terms & conditions for further details. Do ensure to Quote Department Name, Purchase Executive & Name, Tender Number, closing date & time and RFQ Number in your Quotation & related correspondence )

प्रिय महोदय/महोदया  
Dear Sir / Madam ,

विषय /SUB:- OUTSOURCING HIRING OF HULL, ENGINEERING, ELECTRICAL AND MISCELLANEOUS SERVICES FOR MV KALPANA TO ELIGIBLE SHIP REFIT FIRMS

माझगाँव डॉक शिपबिल्डर्स लिमिटेड प्रतिष्ठित/संभावित आपूर्तिकर्ताओं से निम्न हेतु, प्रतियोगितात्मक दो बोली प्रणाली में ( भाग -I तकनीकी - वाणिज्य बोली एवं भाग II मूल्य बोली ) बोली आमंत्रित करती है।  
Mazagon Dock Shipbuilders Limited (MDL) invites Competitive – Bid from reputed Supplier for the following in TWO BID system ( Part - I Techno - Commercial Bid & Part - II Price Bid ) .

क्र सं. SL.No.	सामग्री / सेवा विवरण Material / Service Details	मात्रा / इकाई Quantity / unit	आपूर्ति तिथि Delivery Date
00100	Hull cleaning, Blasting and Painting as	1 Activity unit	12.08.2022
<b>The Line item 00100 covers the following services</b>			
000000001	सेवा सं./Service Number :-	1 Activity unit	

निविदा सं./ Tender No:- 2500000110		निविदा तिथि/ Tender Date:- 30.06.2022		आरएफक्यू सं./RFQ No:- 2210000136	
क्र सं. SL.No.	सामग्री / सेवा विवरण Material / Service Details	मात्रा / इकाई Quantity / unit	आपूर्ति तिथि Delivery Date		
0	संक्षिप्त वर्णन/Short Description :- HP/LP jet washing, Blasting and internal सेवा विवरण/Service Details :- HP/LP jet washing, Blasting and internal cleaning of tanks				
000000002	सेवा सं./Service Number :-	1 Activity unit			
0	संक्षिप्त वर्णन/Short Description :- Apply Zn Rich primer, anti-corrosive and सेवा विवरण/Service Details :- Apply Zn Rich primer, anti-corrosive and anti-fouling coat to entire underwater hull area as per recommendation of paint manufacturer and MbPT paint schedule				
000000003	सेवा सं./Service Number :-	1 Activity unit			
0	संक्षिप्त वर्णन/Short Description :- Painting line drawing and draft marking सेवा विवरण/Service Details :- Painting line drawing and draft marking & naming as per applicable standard				
00200	Renewal of steel Plate/Structural Member <b>The Line item 00200 covers the following services</b>	1 Activity unit	12.08.2022		
000000001	सेवा सं./Service Number :-	5 Tonne			
0	संक्षिप्त वर्णन/Short Description :- Renewal of steel Plate/Structural Member				
00300	Repairs/Overhauling of valves as per sco <b>The Line item 00300 covers the following services</b>	1 Activity unit	12.08.2022		
000000001	सेवा सं./Service Number :-	6 Number			
0	संक्षिप्त वर्णन/Short Description :- Suction Globe Valve 63mm (approx.)- 6 no सेवा विवरण/Service Details :- Repairs/Overhauling of valves as per scope of work:  Suction Globe Valve 63mm (approx.)- 6 nos				
000000002	सेवा सं./Service Number :-	3 Number			
0	संक्षिप्त वर्णन/Short Description :- Air Vent Plug Valve 15mm (approx.)- 3 no सेवा विवरण/Service Details :- Repairs/Overhauling of valves as per scope of work:  Air Vent Plug Valve 15mm (approx.)- 3 nos				
000000003	सेवा सं./Service Number :-	6 Number			

निविदा सं./ Tender No:- 2500000110		निविदा तिथि/ Tender Date:- 30.06.2022		आरएफक्यू सं./RFQ No:- 2210000136	
क्र सं. SL.No.	सामग्री / सेवा विवरण Material / Service Details	मात्रा / इकाई Quantity / unit	आपूर्ति तिथि Delivery Date		
0	संक्षिप्त वर्णन/Short Description :- Discharge Valve Non Return Type 50mm to सेवा विवरण/Service Details :- Repairs/Overhauling of valves as per scope of work: Discharge Valve Non Return Type 50mm to 63mm (approx.)- 6 nos				
00400	Rudder stock assemblies dismantling, ove <b>The Line item 00400 covers the following services</b>	1 Activity unit	12.08.2022		
000000001 0	सेवा सं./Service Number :- संक्षिप्त वर्णन/Short Description :- Rudder stock assemblies dismantling, ove सेवा विवरण/Service Details :- Rudder stock assemblies dismantling, overhauling, aligning, refitting, etc. as per scope of work and requirement of IRS Surveyor	1 Activity unit			
00500	Replacement and fitting of anodes as per <b>The Line item 00500 covers the following services</b>	1 Activity unit	12.08.2022		
000000001 0	सेवा सं./Service Number :- संक्षिप्त वर्णन/Short Description :- Replacement and fitting of anodes as per	20 Number			
00600	U. T. Gauging with report as per the sco <b>The Line item 00600 covers the following services</b>	1 Activity unit	12.08.2022		
000000001 0	सेवा सं./Service Number :- संक्षिप्त वर्णन/Short Description :- U. T. Gauging with report as per the sco	700 Points			
00700	Propeller and Shaft Assemblies dismantli <b>The Line item 00700 covers the following services</b>	1 Activity unit	12.08.2022		
000000001 0	सेवा सं./Service Number :- संक्षिप्त वर्णन/Short Description :- Propeller and Shaft Assemblies dismantli सेवा विवरण/Service Details :- Propeller and Shaft Assemblies dismantling, Non-destructive testing, Overhauling, aligning, refitting, etc. as per scope of work	1 Activity unit			
00800	Dismantle, cleaning, gauging, painting e <b>The Line item 00800 covers the following services</b>	1 Activity unit	12.08.2022		
000000001 0	सेवा सं./Service Number :- संक्षिप्त वर्णन/Short Description :- Dismantle, cleaning,	1 Activity unit			

क्र सं. SL.No.	सामग्री / सेवा विवरण Material / Service Details	मात्रा / इकाई Quantity / unit	आपूर्ति तिथि Delivery Date
	gauging, painting e सेवा विवरण/Service Details :- Dismantle, cleaning, gauging, painting etc. of anchor and anchor chain assemblies as per scope of work		
00900	Fresh water supply to MDL <b>The Line item 00900 covers the following services</b>	1 Activity unit	12.08.2022
000000001 0	सेवा सं./Service Number :- संक्षिप्त वर्णन/Short Description :- Fresh water supply to MDL	50 Tonne	
01000	Fabrication of Display Board-01 no. as p <b>The Line item 01000 covers the following services</b>	1 Activity unit	12.08.2022
000000001 0	सेवा सं./Service Number :- संक्षिप्त वर्णन/Short Description :- Fabrication of Display Board-01 no. as p सेवा विवरण/Service Details :- Fabrication of Display Board-01 no. as per Drg. SK- 263/B	1 Number	

नियम और शर्तें : भाग ए में लिखी हुई और इतर संलग्नपत्रे इस निविदा एक अभिन्न अंग हैं। हमें आशा है की, हमें प्रतियोगित्मिक और उचित प्रस्ताव इस निविदा के लिए प्राप्त होगा।  
Terms & Conditions as indicated in Part A of this tender and other enclosures / annexures form an integral part of this tender document. We look forward to receive your most competitive and reasonable offer against this Tender.

माझगाँव डॉक शिपबिल्डर्स लिमिटेड के लिए /For Mazagon Dock Shipbuilders Ltd



Two bid Tender for Outsourcing Hiring of Hull, Engineering, Electrical and Miscellaneous Services for MV Kalpana.



**MAZAGON DOCK SHIPBUILDERS LIMITED,**  
**(Formerly known as Mazagon Dock Ltd)**

**CIN: U35100MH1934GOI002079**

(A Government of India Undertaking)

Dockyard Road, Mazagon, Mumbai 400 010. INDIA

Tel. No.: +91 22 2376 2750. Fax: +91 22 2376 3198.

E mail: sushende@mazdock.com

Website: www.mazdock.com

<b>MDL TENDER No:</b>	<b>2500000110</b>
<b>E-TENDER DATED:</b>	<b>30.06.2022</b>
<b>E-TENDER CLOSING DATE &amp; TIME:</b>	<b>07.07.2022 (1400 Hrs.) IST.</b>
<b>E-TENDER OPENING DATE &amp; TIME:</b>	<b>07.07.2022 (1600 Hrs.) IST</b>

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 बोली के अंतर्गत ई-प्रॉक्यूरमेंट पोर्टल (<https://eprocuremdl.nic.in>) के माध्यम से बोलियां आमंत्रित की जाती है।

**MAZAGON DOCK SHIPBUILDERS LIMITED** INVITES ON-LINE COMPETITIVE BIDS from reputed Bidders / Vendors in **TWO BID SYSTEM (Part-I Techno Commercial Bid and Part-II Price Bid)** on our e-procurement portal <https://eprocuremdl.nic.in>, for the Work/Services as detailed in this tender document:

*Note: Before quoting against this Tender, the interested bidders are requested to go through the Tender Enquiry document (& Annexure) 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, Documentation/Procedural requirements, etc. must be got clarified by the interested bidders through Dealing Purchase Executive Mr. Sagar Shende, M (C-P17A/Refit) Tel: 022- 2376 2750, E-mail: sushende@mazdock.com.*

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

- 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).
- 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.
- [National Informatics Centre \(NIC\)](#) have been appointed by MDL as the Application Service Provider (ASP).



Two bid Tender for Outsourcing Hiring of Hull, Engineering, Electrical and Miscellaneous Services for MV Kalpana.

- d. 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.
- e. 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) OR Mr. Probal Basak (CM) Phone - 2376 3248, [pbasak@mazdock.com](mailto:pbasak@mazdock.com).
- f. 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.
- g. 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.
- h. **All bidders are requested to get their technical queries, if any, clarified in advance (one working days in advance to tender closing date) before bidding to avoid last minute delay. For any technical clarification, bidders are requested to contact to Mr R Murugan (CM / SM (SB- Repairs & Refit) on Tel. No. 022-2376 3448 / 022-2376 3447, and / or email id mramasmy@mazdock.com.**
- i. **This Part-A also include the following Annexure:**
  - **Annexure-A:** Scope of Work.
  - **Annexure-B:** Blank Rate Sheet Format.
  - **Annexure-C:** Illustrative format for loading factors for ranking of bids.
  - **Annexure-D:** (Tender Enquiry Format) TEF Acceptance format.
  - **Annexure-E:** Standard Terms & Conditions Acceptance Format.
  - **Annexure-F:** General Terms & Conditions Acceptance Format
  - **Annexure-G:** Security Deposit Bank Guarantee format(SDBG)
  - **Annexure-H:** Compliance Certificate w.r.t. Land Border Clause
  - **Annexure-I:** Format for declaration of Local Content & Purchase Preference as per PPP Order 2017
  - **Annexure-J:** Format for declaration of Actual Local Content
  - **Annexure-K:** Performance Bank Guarantee (PBG) format

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1. **SUBJECT:**

Limited tender (Two bid system) for Outsourcing Hiring of Hull, Engineering, Electrical and Miscellaneous Services for MV Kalpana to Eligible Ship Refit Firms.

2. **THE SCOPE OF WORK:**

The detailed Scope of Work (SoW) is attached herewith as Annexure-A. Bidders please note that wherever Yard supply/services indicated in annexure A it should be in bidder scope

3. **INSPECTION AGENCY:**

Inspection of the completed jobs shall be done by MDL/ Third party inspection agency deputed by MDL / Vessel Owner Representative and the work completion certificate will be issued by the representative of MDL/ Vessel Owner Representative. The other details in mentioned in the SOW.

4. **CONTRACT DURATION & WORK COMPLETION PERIOD:**



Two bid Tender for Outsourcing Hiring of Hull, Engineering, Electrical and Miscellaneous Services for MV Kalpana.

- 4.1 **Contract Duration of Rate Contract:** The proposed Contract shall be valid for duration of 20 days from the date of placement of order or as per start date intimation by user/Plg refit dept. Tentative refit duration is 12/07/2022 to 21/07/2022. Actual start date of work will be confirmed by Plg-Refit dept.
- 4.2 **Duration for work completion:** Completion period per job call shall be mutually defined agreed & recorded by MDL User Department and Contractor. Log Books covering Instruction Register & Hindrance Register shall be maintained by MDL. Instruction given to contractor will be recorded in the Instruction Register. The Contractor is required to report hindrances in production for recording in the register.
5. ***Bidders are requested to visit the Vessel available at MBPT, Mumbai and should upload the Site/Vessel visit report along with Part I bid.***
6. **EARNEST MONEY DEPOSIT (EMD):** Not applicable to this tender.
7. **BID REJECTION CRITERIA:**
  - 7.1 Following bids shall be **categorically rejected**.
    - 7.1.1 Bids/Offer received other than e-portal mode.
    - 7.1.2 Bidder not quoting for all the services tendered & listed in the Rate Sheet.
    - 7.1.3 Contractor is requested for undertaking the entire job scope as per BOQ/Rate sheet line items on turnkey basis. Hence incomplete offers will not be considered for comparison and may be categorically rejected without any prior notice.
  - 7.2 Following bid rejection criteria may render the bids liable for rejection:
    - 7.2.1 Bidder's failure to furnish sufficient or complete details for evaluation of the bids within the given period depending on the deficiencies noticed in the drawings / technical data which shall not however conflict with validity period.
    - 7.2.2 Incomplete / misleading / ambiguous bid in the considered opinion of the Technical Negotiation Committee (TNC) of MDL.
    - 7.2.3 Bid with technical requirements and/or terms not acceptable to MDL / Customers / External agency nominated, as applicable.
    - 7.2.4 Bid received without qualification documents, where required as per the Tender.
    - 7.2.5 Bid not meeting the pre-qualification parameters / criteria stipulated in the Tender Enquiry.
    - 7.2.6 Bid with validity expiry date shorter than that specified in the Tender Enquiry.
    - 7.2.7 Bidders who have not agreed for the fixed price till the validity of the tender or have quoted the variable price.
    - 7.2.8 Bidder not agreeing to furnish required Security Deposit (SD) / Performance Bank Guarantee (PBG) or for not agreeing to extend the validity of the submitted SDBG / PBG in case of requirement of extension of validity of the Order/of Completion Period of the Order / of guarantee period.
    - 7.2.9 Bidder with FE content more than 50%.
    - 7.2.10 Bidder not agreeing to submit declaration of local content certificate during bid submission (Annexure-I) and actual local content post execution of order.



Two bid Tender for Outsourcing Hiring of Hull, Engineering, Electrical and Miscellaneous Services for MV Kalpana.

7.2.11 Bidder not accepting Restrictions under rule 144(xi) of general financial rules GFRs, (2017)

7.2.12 Bidders not submitting the declaration certificate at Annexure-H, Restrictions under rule 144(xi) of general financial rules GFRs, (2017).

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

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

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

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

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

**A. Common Documents:**

- a. Bidder should also upload scanned copies of Tender Inquiry Acceptance Format, General Terms & Condition acceptance format, Standard Terms & Condition acceptance format in the Prescribed Formats attached herewith (Annexures D, E & F); 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 D, E & F), mentioning the deviation against the relevant Tender clause no., failing which it will be construed that all clauses of Tender inquiry, STACs & GTACs appearing against the tender are understood by you and are fully acceptable to you. In the event bidder has no deviations, he should submit following Forms mentioning 'Accepted'. Any deviations mentioned elsewhere in the offer other than in said Forms will not be considered.
- b. Rate sheet (Annexure B), blanking the prices but clearly indicating 'Quoted/ Not-Quoted' as applicable against each of the listed duly stamped & signed, should also be uploaded.
- c. Bidder should scan and upload acceptance of following clauses on their letterhead:
  - i. Validity of Offer (TEF Clause No. 9)
  - ii. Ready to submit Non-Disclosure Agreement (NDA) post placement of order if bidder is awarded with contract.
  - iii. Ready to submit actual local content declaration post successful order execution.
  - iv. Ready to submit required Security Deposit (SD) / Performance Bank Guarantee (PBG) or for not agreeing to extend the validity of the submitted SDBG / PBG in case of requirement of extension of validity of the Order/of Completion Period of the Order / of guarantee period with contract before collection of free issue material.
  - v. Declaration of Local Content, preference for MSE Order 2012 / PPP Order 2017 for purchase preference as specified at attached annexure.
  - vi. Compliance Certificate w.r.t. Land Border Clause.





Two bid Tender for Outsourcing Hiring of Hull, Engineering, Electrical and Miscellaneous Services for MV Kalpana.

- B. Bidder should upload scan copy of tax and duties certificate for which they are registered.
- C. Site/Vessel visit report.
- D. Copies of valid Registration or Approval certificates (if any) of the following shall be uploaded on-line:
  - a. Micro Enterprises.
  - b. Small Enterprises.
  - d. ISO Accreditation.
- E. In addition to the documents as indicated above, following documents shall be uploaded by bidder:
  - a. Bidders registered with MDL should scanned and upload Valid Registration Certificate issued by MDL.
  - b. Bidders not registered with MDL should scanned and upload the following document: -
    - i. Track Record as per Format OTS-F-04 (available on MDL website)
    - ii. Bank details for payment as per Format – OTS- F-12 (RTGS/NEFT) (available on MDL website)
    - iii. Scanned image of PAN card shall be uploaded.
    - iv. Company Profile, Shop & Establishment and Tax registration certificate.
    - v. List of equipment & machineries held by bidder.

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

- F. **Part- II (Price Bid):** - This should contain only the PRICES for each of the listed items strictly in the prescribed format provided with the tender document. 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.
- G. **Opening of Techno-Commercial e-Bid (Part-I):** Techno-Commercial e-bid (Part-I) will be opened online on the tender closing date or extended tender closing date or next working day if closing 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-Portal website with their Class IIIB or above Digital Signature Certificate (DSC).
- H. **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 E-mail or even by telephone only to techno-commercially accepted bidder(s). Techno-commercially qualified bidders can also witness opening



Two bid Tender for Outsourcing Hiring of Hull, Engineering, Electrical and Miscellaneous Services for MV Kalpana.

of price bids online from their locations by logging on MDL E-Portal website by using their Class IIB or above Digital Signature Certificate (DSC). L1 will be determined after taking into account loading factor if any.

## **11 PRICING:**

- 11.1 Quoted Price will remain firm and fixed during the currency of order/contract execution.
- 11.2 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.
- 11.3 Quoted price shall include equipped man day charges along with accessories, consumables, operators, etc. for the execution of work as per tender terms & conditions. Additionally, bidder while quoting should consider the all costs such as labour, minimum wages, hike in the minimum wages, transportation, equipment, all incidental expenses, travelling, lodging, boarding, and administrative, mobilizations, demobilizations, etc.
- 11.4 Quantum of the work is tentative. Considering the priority, Project requirement, time constraint, work progress and contractor's performance, the quantum of work allotted to the contractor may vary or reduce and under such circumstances no compensation would be payable.  
The payment shall be based on actual work completed in line with tender terms and conditions.
- 11.5 **GROWTH OF WORK CLAUSE:** MDL shall be at liberty to place additional work to the extent of 15% of contract value at the same terms and conditions of the contract within contractual delivery period and bidder shall have to honor it. Such additional work shall be entrusted to the contractor through a separate Order to that effect or through an amendment to the Order. In any case, the contractor should not undertake any (additional) work beyond the Contractual period without an order to that effect from MDL. This additional 15% work is considered beyond the total Tendered quantity. The contract period may be extended by 10 days with same terms and conditions of this contract.

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

Techno-Commercially Qualified Overall Lowest Bidder 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. However, the Overall L1 bidder will be evaluated offline after applying all applicable loading parameters as mentioned in the tender document and commercial terms.

Taxes, duties and Levis 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 levis) 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 levis and after including taxes, duties and levis. If the adjudged L1 bidder does not agree to reduce the price to make it competitive after including taxes, duties and Levis, then the next ranked bidder will be afforded the opportunity so that procurement is competitive.

## **13 WORK DONE CERTIFICATE (WDC) / COMPLETION CERTIFICATE (WCC):**

- 13.1 Work Completion certificate (WCC) shall be issued on Satisfactory completion of respective work with inspection and acceptance reports. Agency responsible to issue WCC shall be Planning/user dept. (Chief manager & above).



Two bid Tender for Outsourcing Hiring of Hull, Engineering, Electrical and Miscellaneous Services for MV Kalpana.

- 13.2 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.
- 13.3 The WDC must clearly mention the mutually agreed completion schedule and actual work done schedule for start date & end date.
- 13.4 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.
- 13.5 An illustrative format of Work Done Certificate is at of the tender. However, the successful Bidder/s (Contractor/s) would have to submit WDC as per the then prevailing format, at the time of order placement. The same would be made available at appropriate time.

#### **14 TERMS OF PAYMENT:**

- 14.1 97% will be made through RTGS/NEFT between 15-20 days for actual quantities of work executed and on submission of documents as given below & remaining 3% payment will be made after submission of Performance Bank Guarantee at completion of the contract.
- 14.2 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.
- 14.3 The 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.
- 14.4 **"Alternate MSME vendor payment through TReDS"**
  - 14.4.11 In order to address the financial needs of MSME firms, GoI has introduced a platform for facilitating the financing of trade receivables of MSMEs from buyers, through multiple financiers which is termed as Trade Receivables Discounting System (TReDS).
  - 14.4.12 At TReDS, auctioning of invoices at competitive & transparent environment is done by financiers based on Buyer's credit profile. MDL is registered on the "Invoicemart" TReDS platform and M1xchange of M/s Mynd Solutions Pvt Ltd.. MSME bidders desirous to receive payments through TReDS platform may avail the facility if they are already registered on
    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.
    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

Note: Payment will be made only after execution of entire work, as per Scope of Work

Kindly note that submission of the above documents with the invoice is essential for effecting (timely) payment to the Subcontractor.



Two bid Tender for Outsourcing Hiring of Hull, Engineering, Electrical and Miscellaneous Services for MV Kalpana.

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

- 15 SECURITY DEPOSIT (SD):** The Successful bidder (Contractor) shall submit Security Deposit @ 3 % of Order Value (excluding Taxes, Duties, etc.) within 25 days from the date of Order/Contract.
- 15.1 Submission of SD is exempted for Indian PSUs. In lieu, Indemnity Bond in favor of MDL is required to be submitted (Format of the same would be forwarded with the Order).
  - 15.2 Please note that MDL does not extend any concession such as exemption in payment of Security Deposit to any organization (Except PSU) irrespective of their status, like registration with MDL, NSIC, SSI, MSE, etc.  
**Mode of SD:**
  - 15.3 Security Deposit to be submitted in the form of NEFT / DD/ Pay Order/ Bank Guarantee drawn in favor of Mazagon Dock Shipbuilders Limited from the list of banks approved by SBI/ Canara bank published on MDL website within 25 days from the date of contract. Crossed DD / Pay Order issued by Cooperative banks however will be accepted subject to realization. In case of SD-BG, the same shall be valid for the period of contract plus one month. Bidders to advise their bank/banker to send SD-BG directly to commercial department to dispense with additional step of verification of authenticity of signatories. No change/modification in the text of the prescribed format of the BG is permissible.
  - 15.4 SD through NEFT- remittance through Bank: In case of online remittance of SD amount, scanned image of Annexure-G, duly filled is to be submitted to Outsourcing Department. Further, the bidder should specifically mention the details of company name as well as nature of remittance, tender number/order number etc. in the text/narration fields of Bank's NEFT remittance in order to identify the same.
  - 15.5 SD through payment gateway on MDL website.
  - 15.6 Any delay in submission of SD shall result into charging of interest by MDL on the Contractor @ PLR of SBI + 2 % on the SD amount for the delayed period. Additionally, in case of failure to submit SD within twenty-five (25) days from the date of order placement.
  - 15.7 Additionally, SD amount could be withheld from the payable Invoice (s) of the Contractor, if any.
  - 15.8 In case completion of work is likely to be delayed beyond the Order completion period/Contractual period or this period is required to be extended, the Contractor shall have to extend the validity of the Bank Guarantee for SD till such extended period. In case of failure to comply with such extension of the Bank Guarantee for SD by the Contractor, the Bank Guarantee is liable for encashment by MDL.
  - 15.9 Non-performance of the Terms & conditions of Order and/or default/breach by the Contractor will result in forfeiture of the SD with application of Risk Purchase provisions.
  - 15.10 No interest will be paid on Security Deposit. The security deposit will be returned only after successful execution of the order and shall be interest free.
- 16 GUARANTEE & WARRANTY:** - Pl refer clause no.23 of SoW.
- 17 PERFORMANCE BANK GUARANTEE:** - On completion of work, contractor shall have to submit Performance Bank Guarantee equivalent to the 3% of order value, valid for 6 months + **one-month claim period. On submission of Performance guarantee, balance 3% payment will be released to** the contractor.



Two bid Tender for Outsourcing Hiring of Hull, Engineering, Electrical and Miscellaneous Services for MV Kalpana.

- 17.1 The PBG can be submitted in the form of Bank Guarantee drawn in favor of MAZAGON DOCKSHIPBUILDERS LIMITED from the list of banks approved by SBI/ Canara bank published on MDL website. The BG should be valid up to four weeks beyond the end of 12 months the contractual / completion / Order validity period. Bidders to advise their bank/banker to send PBG directly to Outsourcing Department to dispense with additional step of verification of authenticity of signatories. No change/modification in the text of the prescribed format of the BG is permissible. The format of Bank Guarantee for PBG is available on MDL Website.
- 17.2 The PBGs will be returned to the Contractor on completion of 6 months after successful execution of work on vessel.

- 18 LIQUIDATED DAMAGES:** Time is the essence of Contract. 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. In cases of delay(s) not attributable to MDL beyond the agreed schedule, the Contractor shall pay LD. An Instruction Register & Hindrance Register shall be maintained by User Department, under the custody of Chief Manager & above Executive nominated by the Ship Manager. Instruction given to contractor will be recorded in the Instruction Register. The Contractor as well as MDL berth executive is required to record hindrances in hindrance register. In cases of delay(s) not attributable to MDL beyond the agreed schedule, the Contractor shall pay liquidated damages, a sum of 0.5% (half per cent) per week or part thereof, of the delayed work subject to maximum of 10% of the contract price.

Work will be released to the Contractor periodically by means of written Schedule jointly prepared between Contractor & Project Manager / his representative within overall contracted period. Contractor shall complete the assigned work as per mutually agreed work schedule, released from time to time during the contractual delivery period. Delay attributable to contractor without valid reason will attract L.D.

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

In case of delay attributable to the contractor, 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.

Part levying LD on item-wise and/or quantity-wise may be considered at the sole discretion of MDL. However, request for part levying of LD on goods received in MDL or stage-wise completion will not be entertained.

**19 TAXES & DUTIES:**

- (a) Bidders must clearly mention the applicable Taxes & Duties in the blank rate sheet enclosed in the tender. The item-wise rates (i.e. Basic + Packing, Forwarding, Freight & Insurance) quoted in the Rate sheet should exclude Taxes & Duties. Bidder should indicate GST rates as applicable separately under each of the head in the same rate sheet, which will be paid extra based on tax invoice to the extent applicable.
- (b) Supplier / contractor will not be entitled to any increase in rate of taxes occurring during the period of extended delivery completion schedule if there is delay in supplies / completion attributed to him. However, if there is a decrease in taxes, the same must be passed on to MDL.



Two bid Tender for Outsourcing Hiring of Hull, Engineering, Electrical and Miscellaneous Services for MV Kalpana.

- (c) Income tax applicable on cost of services rendered in India in relation to the contract, shall be payable by bidders.
- (d) TDS (GST) shall be carried out as per the existing Laws and Acts.
- (e) **Goods and Services Tax (GST):**
  - (i) The prevailing rate of GST is to be indicated in your blank rate sheet in part-I.
  - (ii) For MDL's GST number, please visit our website. MDL's GST Number is 27AAACM8029J1ZA.
  - (iii) Bidder shall mention MDL GSTIN while invoicing and avoid any data entry error on GST portal.
  - (iv) Bidders shall mandatorily mention their GST number in their offer.
  - (v) Bidders shall mention the HSN (Harmonised System of Nomenclature) code for the quoted items and services in their offer. These codes must be in accordance with GST law and responsibility of specifying correct HSN codes for goods &/or services is that on the bidder. MDL shall not be responsible for any error in HSN no. specified by vendor. However, if any penalty is levied on MDL or any loss of ITC to MDL occurs or any delay in availing ITC by MDL occurs due to such error, vendor shall reimburse such loss after intimation by MDL or the amount shall be recovered from the SD or any outstanding payments to the vendor.
  - (vi) Bidder must mention HSN numbers in invoices as reflected in the order. These codes must be in accordance with GST law.
  - (vii) If bidder is registered under GST, bidder should note that successful bidder shall ensure timely submission of invoice and file all applicable returns under GST Law in the stipulated time & any losses of ITC to MDL arising due to delay in submission of invoice or delay in filing will be recovered from their invoice wherever MDL is eligible to avail tax credit. Any default towards payments of tax and / or uploading of monthly returns by supplier / contractor, MDL retains right to withhold payments towards tax portion until the same is corrected & complied by the supplier/ contractor with the requirement of GST along with satisfactory evidence.
  - (viii) Original invoice to be submitted to Bill Receipt Centre at MDL gate and a copy of the invoice to be submitted to the respective stores.
  - (ix) If the GST rating of supplier / contractor on GST portal/ Govt. website is found to be negative/ blacklisted, the MDL reserves the right to reject the offer of such bidders. Similarly, on post placement of the contract/order, MDL shall reimburse GST to the vendor only after he makes the payment of GST and fulfils all requirements as per GST law for successful GST along with penalties/interest, if any, incurred by MDL.
  - (x) In case, MDL is unable to avail ITC, supplier/ contractor at their own cost shall rectify the shortcoming in the returns to be filed immediately thereafter. Further, if the ITC is delayed / denied to MDL/ reversed subsequently as per GST laws due to non/delayed receipt of goods and/ or services and/ or tax invoices or expiry of timelines prescribed in GST Laws for availing ITC, non-payment of taxes or non-filing of returns or any other reason not attributable to MDL, such amount shall be recoverable from supplier / contractor along with interest and penalty as levied on MDL under GST Law for the number of days the ITC was delayed. This amount shall be recovered from the SD or any outstanding payments. If the short coming is not rectified by supplier / contractor and MDL ends up in reversal of credits and / or payments, supplier / contractor is fully liable for making good all the loss incurred by MDL as a result of default.



Two bid Tender for Outsourcing Hiring of Hull, Engineering, Electrical and Miscellaneous Services for MV Kalpana.

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

**20 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- C.

- 20.1 It is desirable that the bidder accepts the **Payment Terms** indicated in clause 14 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.
- 20.2 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.
- 20.3 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.

**21 PURCHASE PREFERENCE TO MAKE IN INDIA:**

The Government of India has issued revised Public Procurement (Preference to Make in India) order 2017 on 16.09.2020 as part of its policy to encourage "Make in India" and promote manufacturing and production of goods and services in India with a view to enhancing income and employment. Subject to the provisions of this order and to any specific instructions issued by Nodal Ministry or in pursuance of this order, Purchase Preference shall be given to local suppliers in all the procurements undertaken by MDL in the manner specified below:

- (a) **Aspects of 'Preference to Make in India':** The following terminology / definitions used in the policy is enumerated below and applicable to the tender:

- (i) **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.

**Note:** The local content can be increased by vendors through partnerships, cooperation with local companies, establishing production units in India or Joint



Two bid Tender for Outsourcing Hiring of Hull, Engineering, Electrical and Miscellaneous Services for MV Kalpana.

Ventures (JV) with Indian suppliers, increasing the participation of local employees in services and training them.

- (ii) **Class-I Local Supplier:** Means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content of 50%.
- (iii) **Class-II Local Supplier:** means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content of 20% but less than that prescribed for "Class-I local supplier".
- (iv) **Non-Local Supplier:** means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than that prescribed for "Class-II local supplier" under this order.
- (v) **L1:** means the lowest tender or lowest bid or lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.
- (vi) **Margin of Purchase Preference:** means the maximum extent to which the price quoted by a **Class-I Local Supplier** may be above the L1 for the purpose of purchase preference. The margin of purchase preference shall be **20%**.

**Note:**

- (i) Procedure for determination of L1 price shall be as per tender clause 'Ranking of Bids'.
  - (ii) Purchase preference shall be given to **Class-I local supplier only**. No Purchase Preference will be given to Class-II or Non-Local Suppliers.
- (b) **Eligibility Criteria to bid:** Class I and Class II local Supplier are eligible to bid this tender (Non-Local Supplier shall be categorically rejected)
- (c) **Purchase Preference(PP):**
- (i) Purchase preference shall be given to only "Class-I Local Supplier" (Class II Local Supplier are not eligible for purchase preference) in procurements. However, techno commercially qualified MSE manufacturer bidder shall get the Purchase Preference as per provision of PPP MSE Order 2012 and shall prevail over PPP Order 2017.
  - (ii) In the procurement of goods, services or works which are not divisible in nature, and in procurement of services where the bid is evaluated on price alone, the "Class-I Local Supplier" shall get purchase preference over "Class-II Local Supplier" as per the following procedure:
    - a) Among all qualified bids, if L1 is MSE manufacturer, the contract for the full quantity will be awarded to L1.
    - b) If L1 is other than "MSE manufacturer", then first MSEs (L1+15%) eligible for PP under PPP MSE order 2012 will be invited to match the L1 price, and the contract for full quantity shall be awarded to such MSE bidder. In case MSE bidders decline to match L1 price, and if the L1 is "Class-I local supplier" then the order for the full quantity shall be awarded to L1 "Class-I local supplier". However, if L1 is not "Class-I local supplier", then the Class-I local suppliers (L1+20%) whose price falls within the margin of purchase preference under PPP MII order 2017 will be invited to match the L1 price in the order of ranking of class I local supplier and contract for full quantity shall be awarded to such "Class-I local supplier" who first matches the L1 price.
    - c) In case none of the "Class-I Local Supplier" or MSEs are within the margin of purchase preference or do not agree to match the L1 price or there is no Class I





Two bid Tender for Outsourcing Hiring of Hull, Engineering, Electrical and Miscellaneous Services for MV Kalpana.

Local Supplier or MSE, the contract for full quantity may be awarded to the L1 bidder.

- (d) **Minimum local content:** The "local content" requirement to categorize a supplier as "Class-I local supplier" is minimum 50%. For "Class-II local supplier", the "local content" requirement is minimum 20%.
- (e) **Declaration/Verification of Local content:**
- (i) Participating bidders to indicate the percentage of local content (i.e. value added in India) along with the details of location/s where the local value addition is made, in their bids, item wise or tender wise. The indicated local content percentage shall decide categorization of the vendors as "Class-I Local Supplier" / "Class-II Local Supplier" / "Non-local Supplier". All bidders should declare that the item and service offered meets the minimum local content & indicate its percentage in their offer which shall meet or excel required local content specified in tender. This declaration is necessary even if Custom Duty Exemption and / or ERV (if applicable) are not being sought. Certification as under is to be submitted mandatorily in technical Offer-Part-I bid.
- Self-certification as per **Annexure I**, by Chief Financial Officer or Other legally responsible person nominated in writing by the Chief Executive or Senior Member / Person with Management Responsibility of Corporation / Partnership / Individual.
- (ii) Bidders to be noted that once the declaration / certification is committed at tender submission stage, the same cannot be altered subsequently at technical negotiation stage or after award of contract otherwise would be treated / considered as false declaration by bidder and necessary action shall be initiated as per tender clause '**Debarment of bidders / suppliers**' of the said Order for debarment.
- (iii) 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.
- (iv) 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.
- (v) 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.



Two bid Tender for Outsourcing Hiring of Hull, Engineering, Electrical and Miscellaneous Services for MV Kalpana.

- (vi) 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.

(f) **PPP MSE Order 2012:**

**Purchase Preference under PPP MSE Order 2012 shall prevail over Purchase preference under PPP MII Order 2017.** Bidders to be noted that, in case of participation of MSE and Local Supplier against a same tender, MSE bidder will be given preference over other bidders to match with L1 bidder provided *it has chosen Purchase Preference under PPP MSE Order 2012 in the tender & it is meeting Purchase Preference Criteria as per Public Procurement Policy for MSEs Order 2012*. Bidder has to indicate his choice for Purchase Preference in **Annexure I** which will not be permitted to be changed once bid is opened.

(g) **Price negotiation & contract placement:**

- (i) MDL has right to negotiate with L1 bidders on the quoted prices. However, it shall be ensured that Local Content percentage as declared by the vendor is maintained or increased but not reduced.
- (ii) After the contract is awarded and the supplies are completed, the supplier shall provide a "Local content certificate" (**Annexure J**) 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.
- (iii) Supplier shall be intimated that the supporting documentation towards realization of committed Local Content as per the contract / order terms & conditions shall be maintained for a period of seven years from the date of completion of the contract for audit purpose. Nodal Ministry may constitute committees with internal & external experts for independent verification of self-declarations and auditor's / accountant's certificates on random basis and in the case of complaints.

(h) **Debarment of bidders / suppliers:**

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



Two bid Tender for Outsourcing Hiring of Hull, Engineering, Electrical and Miscellaneous Services for MV Kalpana.

## **22 Restrictions under rule 144(xi) of general financial rules GFRs, (2017)**

- 22.1 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)
- 22.2 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.
- 22.3 Bidder from a country which shares a land border with India for the purpose of this Order means: -
- a) An entity incorporated, established or registered in such a country; or
  - b) A subsidiary of an entity incorporated, established or registered in such a country; or
  - c) An entity substantially controlled through entities incorporated, established or registered in such a country; or
  - d) An entity whose beneficial owner is situated in such a country: or
  - e) An Indian (or other) agent of such an entity; or
  - f) A natural person who is a citizen of such a country; or
  - g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.
- 22.4 The beneficial owner for the purpose of clause no.22.3 above, will be as under
- In case of a company or Limited Liability Partnership, the beneficial owner is the natural person (s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means, Explanation: -
- (A) Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company.
- (B) "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding of management rights or shareholder's agreements of voting agreements.
- a. 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.
  - b. 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.
  - c. 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.
  - d. 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



Two bid Tender for Outsourcing Hiring of Hull, Engineering, Electrical and Miscellaneous Services for MV Kalpana.

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

- 22.5 An Agent is a person employed to do any act for another, or to represent another in dealings with third person
- 22.6 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.

- 23 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.
- 24 WORKING ON MDL HOLIDAYS:** Intimation for working on Saturday / Sunday / holidays if required, should be submitted 2 working days prior to the date of holiday indicating names of personnel to Personnel Department and Security through concerned Department.
- 25 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.
- 26** 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.
- 27 BREACH OF OBLIGATION:** In case of breach of any obligation mentioned under, the bidder shall be disqualified/debarred from the bidding process for a period of one year from the date of notification,
- (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.



Two bid Tender for Outsourcing Hiring of Hull, Engineering, Electrical and Miscellaneous Services for MV Kalpana.

- 28** **FREAK LOW QUOTES:** In case after opening of price bid of technically cleared firms, it is noted that L-1 firm has quoted very low rates and indicates to withdraw from the tender then firm may be given tender holiday including intimation to other PSUs. If the rates quoted are less than MDL estimates by 40% or so and if the difference in rate between L1 and L2 is 30% or more w.r.t L1, i.e.  $\{(L2-L1) * 100 / L1\}$  % then the firm will have to attend meeting with TNC committee and confirm that quoted rates are workable.
- 29** **PUBLIC GRIEVANCE CELL:** A Public Grievance Cell headed by Shri R R Kumar, GM(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 2376 2106.
- 30** A) 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/Orders without assigning any reason.  
B) In case of the performance of the contractor is not satisfactory, MDL reserves the right to cancel the order.
- 31** In case of improper filling of Acceptance Formats for Tender Enquiry Form, General Terms & Conditions (GT&C) and Standard Terms & Conditions (STACS), it shall be presumed that all our tender terms & conditions are acceptable to you.
- 32** 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.
- 33** 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.
- 34** The contract will be governed by STACS and General terms and conditions while executing work. In case of discrepancy, clauses mentioned in Tender, Technical Scope and Rate sheet will override the clauses mentioned in other annexures including STACS & GT&C.
- 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** We look forward to your participation in on-line bidding by offering your most competitive and reasonable bid against this Tender.

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



Two bid Tender for Outsourcing Hiring of Hull, Engineering, Electrical and Miscellaneous Services for MV Kalpana.

MANAGER  
(COMMERCIAL REFIT DEPARTMENT)

**References:**

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

- 1) Standard Terms & Conditions (STACS)
- 2) General Terms and Conditions 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.mazdock.com/](http://www.mazdock.com/) →Work/Service Contracts

- 1) OTS -F-04 Track record.
- 2) OTS -F-05 Bank Guarantee for E.M.D.
- 3) OTS -F-07 Order Acceptances Format.
- 4) OTS -F-12 RTGS/NEFT Mandate Authorization Form.

Title: Repair works related to IR Class special hull, tail shaft and renewal docking survey of vessel M. V. Kalpana at MDL, Mumbai.

## **SCOPE OF WORK AND TECHNICAL SPECIFICATION**

### **1. GENERAL:**

- 1.1 M. V. Kalpana is an inland passenger vessel owned by Mumbai Port Trust (MbPT). The vessel is utilized for to and fro transportation of Mb. P. T. staff from 'M' Shed to M.O.T.J.D. The Hull specification of the vessel is as follows:
- |               |          |                |         |
|---------------|----------|----------------|---------|
| Gross Tonnage | : 152.65 | Overall Length | : 32 m  |
| Net Tonnage   | : 58     | LBP            | : 31 m  |
| Deadweight    | : 212 T  | Breadth        | : 7 m   |
| Light Ship    | : 154.72 | T Draught      | : 1.8 m |
| Depth         | : 3 m    |                |         |
- 1.2 The vessel is due for special hull, tail shaft and renewal docking survey under IR CLASS. To get certification from IR Class for the vessel, MDL intends to carry out necessary repair works related to special hull, tail shaft and renewal docking survey at Dry dock Mumbai.

### **2. BRIEF SCOPE OF WORK:**

- 2.1 The brief scope of work related to special hull, tail shaft and renewal docking survey under IR Class of the vessel are as follows:
- To carry out high pressure jet washing of hull area of vessel to remove marine impurities and growth therein.
  - To carry out UT gauging of hull steel plates and structural members as per recommendations of IRS surveyor.
  - Replacement of steel plates and structural members as per recommendations of IRS surveyor/ Vessel owner.
  - To dismantle propeller and shaft assemblies, cleaning and polishing of propellers, Non-destructive testing of propellers and shafts, overhauling, aligning and refitting of propeller shafts assemblies. Thereafter, in case any abnormality observed by IRS Surveyor, then carry out repair to propeller and shaft assemblies as per IRS recommendations.
  - Dismantle, inspection, overhauling, alignment and refitting of rudder and stock assemblies for its smooth functioning and to the satisfaction of IRS surveyor. Thereafter, in case any abnormality observed by IRS Surveyor, then carry out repair to rudder stock assemblies as per IRS recommendations.
  - Replacement of existing worn out sacrificial anodes by new sacrificial anodes as per advice of IRS surveyor / Vessel owner.
  - To carry out repair and overhauling of valves and get it certified from IRS surveyor.
  - Dismantle, cleaning, gauging, painting etc. of anchor and anchor chain assemblies.
  - To carry out cleaning, surface preparation and painting of the hull/ underwater area of the vessel.
  - After completion of all above work to the satisfaction of Vessel Owner/MDL and getting certification of IR Class for special hull, tail shaft and renewal docking survey, carry out the work of undocking of the vessel.
- 2.2 The specifications describe certain broad requirements to which the contractor shall work but the fact remains that everything cannot be fully specified and that there may be errors and omissions in the specifications, which shall not relieve the contractor from his obligation to complete the work in all respects and in accordance with the healthy industrial practice, so that IR CLASS certification for special hull,

tail shaft and renewal docking Survey of the vessel can be obtained and the vessel can be put for normal operation.

2.3 Contractor is encouraged to inspect/visit the vessel to assess the works involved in this contract before submitting their offer. The costs of visiting the Site shall be at the Tenderers' own expense.

2.4 Completion Period / Contract Period:

The work shall be completed in all respect in 20 calendar days. The completion period shall be reckoned from the next day of handing over of the vessel or clear site to the Contractor and commissioning of vessel for normal operation after carrying out the subject work as per scope of work and terms of conditions of the contract. However, the number of days during which contractor is not able to execute the subject contract work due to certain reasons attributed to MDL shall be excluded from the completion period.

### **3. PREPARATORY WORK:**

3.1 The preparatory works are required to be carried out on a time bond basis prior to docking the vessel at MDL Dry dock in Mumbai.

3.2 As time is the essence of this contract, the Contractor is required to mobilize all the resources viz. Men, materials, machines, cranes, etc. and arrange for docking the vessel at Dry dock Mumbai, **immediately on receipt of letter of intent**/work order whichever is earlier, to ensure that all the works are completed in the shortest/stipulated time and the vessel get certified from IRS and can be put for normal operation early. The preparatory work shall include, but not limited to, procurement of material viz. steel plates and structural members, paints, bushes, bearings, fasteners, gases, welding & grinding consumables etc. Contractor shall arrange for UT gauging, repairs of valves, of rudder stock assembly, propeller shaft assembly, etc. Contractor shall arrange for all the lifting tackles in adequate numbers, etc. as per assessment.

3.3 Material, Labour, equipment, consumables, etc. require for all above preparatory works shall be arranged by contractor within quoted price.

### **4. PRE-QUALIFICATION CRITERIA:**

4.1 NOTARIZED COPIES of Audited reports/ Profit and Loss Accounts or a turnover statement duly certified by the Chartered Accountant for the preceding three years.

4.2 NOTARIZED COPIES of Experience of having successfully completed similar works during last 7 years ending last day of month previous to the one in which applications are invited. (One, two or three similar works).

i. Work order

ii. Completion Certificate

iii. Bill of Quantities

iv. TDS certificate from the previous employer or Form 26A of IT department for above completed works.

4.3 Valid Electrical Contractors & Supervisors License, if applicable

4.4 All pages of Tender Document, Schedule of Quantity, Special terms and conditions etc. to be signed with seal and date.

4.5 Filled in, Signed and Sealed Tender forms on company letter head

4.6 Power of Attorney, if applicable.

### **5. DOCKING OF VESSEL:**

5.1 The vessel shall be docked for 20 calendar days at MDL Dry dock.

### **6. H.P. WASHING, BLASTING AND INTERNAL CLEANING:**



- 6.1 On docking of vessel, contractor shall have to carry out high pressure Jet Washing of hull area of the vessel, so as to remove marine impurities and growth. Thereafter, as per recommendation of paint manufacturer to carry out surface preparation by suitable blasting/ surface preparation process. Contractor shall arrange necessary equipment and staff for high pressure jet washing and suitable blasting/ surface preparation process. Contractor shall arrange for internal cleaning of all tanks and thereafter arrange proper illumination and ventilation for inspection of IRS surveyor.
- 6.2 Contractor shall arrange required fresh water at their own cost for carrying out the HP/LP jet washing and cleaning activities, etc.

**7. UT GAUGING:**

- 7.1 After docking the vessel IRS surveyor will carry out visual inspection of hull steel plates and structural members of the vessel. Thereafter, as per IRS surveyor recommendation contractor shall carry out UT Gauging of Hull steel plates and structural members. Hull Gauging include entire Bottom Shell, Side Shells, Forepeak, Aft peak, tanks, sea chest, etc. Total number of UT Gauging points are work-out to 700 approximate. However, the actual number of UT gauging points shall be finalized by IRS Surveyor on inspection, after Docking the vessel. MDL shall pay contractor for actual number of UT Gauging points carried out. Contractor shall submit IRS approved UT Gauging report to Vessel Owner/MDL. UT Gauging shall be carried out by IRS Approved firm.

**8. STEEL REPLACEMENT:**

- 8.1 Contractor shall carry out removal of old damaged/ under gauged plates/ structural members and shall be replaced/ reinstated with new steel plates/structural members of required sizes at various places i.e. Hull / under water/ deck, Fender Channel, manholes, etc. as per the Surveyor recommendation. The steel plates of various thickness/sizes shall confirm to IRS/LRS/ABS Grade 'A' ship building quality and the structural members of various sizes shall confirm to IS:2062 Grade 'B' and same shall be provided by Contractor. The steel plates/structural members to be replaced by new one shall be of reputed manufacturer, viz., SAIL, ESSAR, Jindal, TATA or equivalent. The contractor shall produce necessary manufacturer's test certificate for the steel plates and structural members. Contractor shall also get the lot tested by the random sample testing if directed by IRS Surveyor. The charges of such testing is deemed to have been included in the tender cost. The anticipated quantity of steel plates and structural member is 5 Ton. The actual requirement of steel plate/structural items replacement shall be assessed in detail, based on the thickness gauging reading, visual inspections and IRS Surveyor recommendations. However, the payment to the Contractor for this work shall be made on the basis of theoretical weight of actually fitted and measured material and as certified by IRS Surveyor/Vessel owner. No other claims whatsoever shall be entertained by MDL. All the scrap generated e.g. scrap steel, used anodes, etc. after repairs/replacement/painting shall be handed over to MbPT. Contractor shall arrange for lifting and shifting of scrap from work site to MbPT workshop/ Scrap yard and cost for the same shall be deemed to be included in the tender cost. Contractor shall inform MbPT/MDL two days in advance to collect all the scrap generated.

**8. PROPELLER ASSEMBLY:**

- 8.1 Both propeller and shaft assemblies shall be completely dismantled and offered for inspection to IRS Surveyor. Non destructive testing of both propeller and its shaft

shall be carried out and test report shall be submitted to Vessel Owner/MDL after approval of IRS Surveyor. Contractor shall have to carry out the work of overhauling, alignment, refitting, etc. of both propeller assemblies to the satisfaction of IRS surveyor and to obtain smooth functioning of propeller assemblies. Enclosed herewith drawing of propeller and shaft assembly (Drawing No. KALPANA-18 & 19) for reference.

- 8.2 In case, if any abnormality observed by IRS surveyor in the propeller and shaft assembly, then the propeller and shaft assembly shall be repaired as per IRS approved procedure and recommendations. For the repair of propeller and shaft assembly, **contractor shall quote separately** based on inspection of IRS and quantum of work assessment. Charges for additional work shall be paid separately based on at least three quotations received from three different repairers/contractors. The work shall be awarded to the repairer/contractor who quoted the lowest price.

Dimension of propeller is as follows: -

- Approximate diameter 1200 mm
- No. of fins 04 Nos.
- Quantity 02 Nos.

## **9. RUDDER STOCK ASSEMBLY:**

- 9.1 Both rudder stock assemblies shall be completely dismantled and offered for inspection to IRS Surveyor. Contractor shall have to carry out the work of overhauling, alignment, refitting, etc. of both rudder stock assemblies to the satisfaction of IRS surveyor and to obtain smooth functioning of the same.

- 9.2 In case, if any abnormality observed by IRS surveyor in the rudder stock assembly, then the rudder stock assembly shall be repaired as per IRS approved procedure and recommendations. For the repair of rudder stock assembly, **contractor shall quote separately** based on inspection of IRS and quantum of work assessment. Charges for additional work shall be paid separately based on at least three quotations received from three different repairers/contractors. The work shall be awarded to the repairer/ contractor who quoted the lowest price.

## **10. REPLACEMENT/ FITTING OF ANODES:**

- 10.1 Contractor shall remove the existing worn out sacrificial zinc anodes and fix 20 Nos. of new sacrificial zinc anodes on outside surface of Hull and underwater area as advised by IRS / Vessel owner. The weight of each sacrificial anode shall not be less than 10Kg. and it will be supplied by Vessel Owner free of cost to Contractor. However, the Contractor shall arrange for transportation of sacrificial anodes from MbPT workshop to MDL worksite within quoted price. The quantity for replacement of sacrificial anode i.e. 20 Nos. is tentative and the final quantity required to be replaced shall be decided taking into consideration the condition of existing anodes in consultation of IRS surveyor/Vessel owner when vessel will be docked. Payment shall be made to the Contractor for the actual number of anode which will be fitted.

- 10.2 Contractor shall arrange the required consumables such as welding electrodes/gases (DA & Oxygen)/grinding wheels/hoses/etc.

## **11. REPAIRS/ OVERHAULING OF VALVES:**

- 11.1 Contractor shall dismantle, overhaul, test and refit all sea chest valves of vessel M. V. Kalpana. Contractor shall attend necessary repairs of valves viz. lapping of valve seats, replacement of worn-out parts, etc. All valves shall be tested for leak proof performance and get certified from IRS Surveyor. The details of sea chest valves are as follows:

- |    |  |        |
|----|--|--------|
| 1. | Suction globe valve 63mm (approx.)                     | 6 Nos. |
| 2. | Air vent plug valve 15mm (approx.)                     | 3 Nos. |
| 3. | Discharge valve non return type 50mm to 63mm (approx.) | 6 Nos. |

11.2 Contractor shall clean all mud boxes of sea chest suction valves. Contractor shall clean and repair / replace metal grid / mesh of all sea chest suction valves within quoted price.

**12. ANCHOR & ANCHOR CHAIN ASSEMBLY:**

12.1 Contractor shall remove anchor & anchor chain from windlass and there after carry out scrapping, cleaning, gauging of anchor and anchor chain assembly. All chain lockers shall be cleaned with surface preparation (spot chipping, scrapping, wire brushing, etc.) and paint with one coat of paint. Paint require for the painting of anchor and chain shall be supplied by the contractor with in quoted price. All joining shackles and D-shackles shall be overhauled. Contractor shall carry out gauging of Anchor chain. Damage chain links and D-shackles shall be repaired/ replaced by the contractor with in quoted price. Gauging report of anchor chain shall be submitted by the contractor as per IRS requirement. Dimension of anchor chain is as follows:

- |                      |                       |
|----------------------|-----------------------|
| 1. Diameter of Chain | - 16 mm               |
| 2. Length of Chain   | - 110 meter (Approx.) |
| 3. Quantity          | - 2 Nos.              |

**13. HULL CLEANING AND PAINTING:**

13.1 On completion of all repairs/replacement works, cleaning and painting of hull area shall be carried out after erecting necessary scaffolding. Scaffolding material and its erection required for executing the painting work shall be arranged by Contractor within the quoted price.

13.2 The entire Hull surfaces of the vessel shall be suitably clean with LP or ordinary washing to the satisfaction of paint manufacturer. Thereafter, contractor shall apply coats of Ship's bottom Zinc Rich primer, Anti corrosive and Anti fouling paint as per the recommendations of paint manufacturer and as per MDL paint schedule. The DFT of Zinc Rich primer, Anti corrosive and Anti fouling paint coat and drying period between two coats shall be as per the recommendation of paint manufacturer. Contractor shall have to submit three years guarantee certificate of paint coating issued by paint manufacturer.

13.3 Contractor shall carry out the Draft Marking, naming of vessel as per applicable standards. All materials viz. paint, primer consumables etc. required for draft marking and naming of vessel shall be arranged within quoted price.

13.4 The approximate Hull surface area is 302 sq. mtrs. The paint & primer required for Hull painting of vessel shall be arranged by Contractor within quoted price. Further, manpower and consumables viz. brush, chipping hammer, etc. shall be arranged by Contractor within quoted price. The visit of paint manufacturer representative at site to inspect painting work shall be arranged by the contractor within quoted price. Primer, anticorrosive and anti-fouling paints used for painting of hull area of the vessel shall be compatible with each other and it shall be of reputed manufacturer /brand viz. Jotun, Akzo Nobel, Chukogu and Hampel or equivalent.

13.5 Contractor shall Fabricate a Display Board-01 no. as per Drg. SK- 263/B, MDL will provide the required materials such as MS Sheet/wooden Plank, Metal stand and Ribs only.

**14. UNDOCKING OF VESSEL:**

14.1 After completion of all necessary repair works related to special hull, tail shaft and

renewal docking survey under IR Class and getting certification from IR Class for the same, contractor shall have to carried out the work for undocking of vessel. At most care shall have to be taken by the contractor, while undocking of vessel, so that the vessel shall be safely undocked without any damage and structural deformation. After undocking of vessel, fencing and roof structure shall have to be refitted by the contractor, if removed by him. All labours, materials, equipments etc. required for undocking of vessel shall be arranged by the contractor within quoted price.

**15. ADDITIONAL WORK:**

15.1 During execution of subject contract, in case any additional work if required to execute as per the recommendation of IRS Surveyor, contractor shall quote separately based on inspection by IRS and quantum of work assessment. Charges for additional work shall be paid separately based on at least three quotations received from three different repairers/contractors. The work shall be awarded to the repairer/contractor who quoted the lowest price.

**16. IR CLASS INSPECTION:**

16.1 Vessel Owner shall arrange the IR Class as an inspection agency for inspection of subject contract work. The entire subject work shall be carried out under the guidance/supervision of IR Class Surveyor. The responsibility of engaging the IR class surveyor and arranging visit of surveyor at various stages of execution of work, Inspection of work whenever required, lies with the Vessel Owner. Payment to IR Class shall be made by Vessel Owner at actuals.

**17. OBLIGATION OF CONTRACTOR:**

- 17.1 The work shall be carried out with best workmanship and quality. The contractor will be responsible to rectify the defects without any extra cost during guarantee period.
- 17.2 The contractor shall be responsible for any damage, fire and theft during execution of work and such loss/ damage of vessel or MDL property shall be made good by the contractor.
- 17.3 All the materials and services directly or indirectly required for the completion of the contract work and which are not specified in the MDL Scope of supply, shall be in scope of contractor within quoted price.
- 17.4 To prevent theft and mischief at site during the entire execution of subject contract work at MDL dry dock Mumbai, the contractor shall arrange for ward and watch arrangement at site within quoted price.

**18: INSPECTION OF VESSEL:**

18.1 Before quoting, the tenderer, in his own interest may carry out the inspection to understand the actual condition of vessel and full implication of assignment. This will also help him to make proper assessment of scope of work. Failure to do so will not absolve them of their responsibility to do the work as specified in the tender document. He may contact Project Superintend/AGM (SB- Repairs & Refit) on Tel. No. 022-2376 3447, (CM / SM (SB- Repairs & Refit) on Tel. No. 022-2376 3448 and / or email id mramasmy@mazdock.com. for any clarification and vessel visit.  
***Vendor should upload the Site/Vessel visit report before quoting.***

**19. GENERAL INSTRUCTIONS:**

19.1 The Bill of Quantities shall be read in conjunction with the Tender documents. The Contractor shall be deemed to have examined the Instructions to Tenderers, Conditions of Contract, Bill of Quantities, Annexures, Quality Assurance, Health and

Safety Requirements, Specifications and have acquainted himself with the works to be performed, and the way in which they are to be carried out. Notwithstanding that the work has been sectionalized every part of it shall be deemed to be supplementary to and complementary of every other part and shall be read with it or into it so far as it may be practicable to do so.

- 19.2 The detailed information of the Work and materials are provided in the Specifications.
- 19.3 The quantities given in the Bill of Quantities are approximate only and are given to provide a common basis for tendering. Payments will be made according to the actual quantities of work ordered and carried out, as jointly measured by the MDL/Vessel owner and the Contractor and valued at the rates and prices quoted in the Bill of Quantities.
- 19.4 The tenderer shall fill in rates and prices for all items of the Works described in the Bill of Quantities (BOQ). Items for which no rate or price is entered by the tenderer will not be paid for by the Employer when executed and shall be deemed to be spread over and included in the rates and the prices quoted for other items in the Bill of Quantities. In the case of tender on percentage rate basis, the tenderer shall fill the percentage addition or deduction, both in figure and word, at the end of the BOQ with due regards to the specifications, conditions of contract and all other provisions in the tender documents including all taxes and duties. Such percentage addition or deduction will be applied to the rate of each item of the BOQ without reference to quantity or location of work or variation in estimated quantity. Corrections, if any, shall be made by crossing out, initialing, dating and rewriting.
- 19.5 All pages of the bill of quantities shall be initialed. After the tender has been submitted, no variation in rates or scope of work will be allowed on any ground such as mistake, misunderstanding, etc.
- 19.6 No deviation of whatsoever nature including that in taxes and duties shall be brought out in this Price Proposal.

## **20. RATES AND PRICES TO BE INCLUSIVE:**

- 20.1 The rates and prices shall include for the provision of plant, construction equipment, consumables, labour, supervision, materials, freight, transportation, services, harbor & dock dues, charges payable to Mumbai Port Trust, erection, installation, performance of works, care of works, insurance, maintenance, overheads and profit and every incidental and contingent costs and charges whatsoever including Goods and Sales Tax, Customs Duties, etc. and for compliance with the Instructions to Tenderers, General Conditions of Contract, Special Conditions of Contract, Specifications. No separate payments for mobilization, demobilization, Preparatory works, Temporary works etc., will be made other than those specifically noted in the Bill of Quantities. The bidder shall be deemed to have included for the cost thereof in the rates and prices quoted in respective sections.
- 20.2 The Bill of Quantities and Specifications are intended to cover the supply of all materials and the execution of all works and services necessary to complete the Work. Should there be any details of construction or materials or services which have not been referred to in the Specifications or in the Bill of Quantities, but the necessity for which may be implied or inferred therefrom, or which are usual or essential to the completion of all works in all trades, the same shall be deemed to be included in the rates and prices named by the tenderer in the Bill of Quantities. The rates and prices are to cover the items as described in the Bill of Quantities and if there is inconsistency between the Bill of Quantities and Specifications, the most stringent requirement shall prevail.

## **21. METHOD OF MEASUREMENT:**

### **21.1 GENERAL**

Unless stated or billed otherwise, quantities shall be net as they are finished and fixed in the Works. No separate payments shall be made for the provision of plant and equipment, tools, tackles, machinery, consumables, indirect materials and labour that is required for the delivery, handling, installation, construction and completion of the works and services. This shall be considered to be included in the Bill of Quantities for various items of works. Similarly, no separate mobilization/demobilization payment shall be made.

### **21.2 CURRENCY**

All monetary reference herein and in the Bill of Quantities (work items) shall be in Indian Rupee Currency.

### **21.3 UNIT RATES PREVAIL**

In case of any arithmetical errors in the extension (Quantity x Unit Rates) in the Bill of Quantities, the unit rates, and not the quoted amount, shall prevail. All prices in the Bill of Quantities shall be written in figures as well as in words. Errors will be corrected by the Employer for any arithmetical errors pursuant to Clause 27 of the Instructions to MBPT Tenderers. In the event of any discrepancy/error in the percentage variation quoted in words with respect to the quoted percentage variation in figures, the percentage variation quoted in words shall supersede over the percentage variation quoted in figures.

### **21.4 LUMP SUM PAYMENTS**

All "Lump Sum Payment Items" of Work shall become due for payment upon the MDL/ Vessel owner Certification of Completion of such component in accordance with the Contract, Bill of Quantities, Specifications, etc., except any other terms specified elsewhere in the tendering document.

## **22. TESTS ON COMPLETION:**

22.1 The tests on completion shall be carried out at manufacturer's premises and / or at site in accordance with the contract.

22.2 On completion of erection/installation of all items at site in accordance with the contract, the contractor shall give the Vessel owner/MDL 07 (seven) days' notice in writing before making the "tests on completion" in accordance with and in the manner prescribed in the specifications. The defects pointed out by the Vessel owner/MDL during the joint survey would be rectified by the Contractor within 14 days and thereafter acceptance report be signed jointly by the contractor and the Vessel owner/MDL. The joint acceptance report shall be treated as "Completion Certificate".

22.3 Unless otherwise agreed, the tests shall take place within 10 days after the expiry of the 07 days' notice on such day or days as the Vessel owner/MDL shall indicate or as may be agreed and such tests shall be carried out in the presence of Vessel owner/MDL.

22.4 If any portion of work fails under the tests to fulfill the contract conditions, tests of the faulty portion shall, if required, by the Vessel owner/MDL or by the contractor be repeated within reasonable time upon the same terms and conditions and all the expenditure in this respect shall be borne by the contractor.

22.5 If the "Tests on completion" has not been successfully made by the contractor within one month after the time fixed for testing the work by the contractor for the commercial use, and if in the opinion of the Vessel owner/MDL the tests are being unduly delayed, the Vessel owner/MDL may in writing call upon the contractor under seven days' notice to make such tests, the Vessel owner/MDL may proceed to carry out such tests himself at the contractor's risk and expense.

**23. GUARANTEE PERIOD:**

23.1 The Guarantee Period will be effective for the period of 6 months and it will be enforced from the date of commissioning of vessel for normal operation after completion of subject contract work as per scope of work and terms and conditions. The contractor shall be responsible for any defects that may develop under proper use arising from faulty materials, designs, workmanship in the work but not otherwise and shall at his own cost remedy such defects when called upon to do so by MDL / Vessel owner who shall state in writing in what respect any portion is faulty.

**24. GUARANTEE PERIOD / DEFECT LIABILITY PERIOD:**

24.1 The guarantee period will be effective for a period of twelve months and it will be in force from the date of final acceptance of the items of work completed under the contract by the Employer and the contractor shall be responsible for any defects that may develop under proper use arising from faulty materials, designs, workmanship in the work but not otherwise and shall at his own cost remedy such defects when called upon to do so by the MDL/Vessel owner who shall state in writing in what respect any portion is faulty.

24.2 If it becomes necessary for the contractor to replace or renew any defective portions of the installation under this clause, the provisions of this clause shall apply to the portions of the installation so replaced or renewed until the expiry of three months from the date of such replacement or renewal or until the end of the above mentioned guarantee period whichever may be later. If any defects be not remedied within a reasonable time, the Employer may proceed to do the work at the Contractor's risk and expenses but without prejudice to any other rights which the Employer may have against the contractor in respect of such defects. In such cases, the guarantee period shall be extended by a period equal to the sum of any period after the completion of contract during which the installation cannot be used for the purposes for which they are intended for the reasons of defect or damage.

24.3 If the replacement or renewals are of such a character as may affect the efficiency of the installation, MDL shall have the right to give to the contractor within one month of such replacement or renewal notice in writing the 'Test on completion' be 77 made in which case test shall be carried out as provided in Clause 22 thereof. Should such guarantee not be sustained, the cost of the test shall be borne by the contractor.

24.4 All inspection, adjustments, replacement or renewal carried out by the contractor during the period referred to in this clause shall be subject to the conditions of this contract which shall be binding on the contractor in all respects during the guarantee period.

**25. FORCE MAJEURE:**

25.1 The Contractor shall not be liable for forfeiture of its Performance Guarantee, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

25.2 For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Contractor that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Contractor. Such events may include, but not be limited to, acts of the Employer in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

25.3 If a Force Majeure situation arises, the Contractor shall promptly notify the

Employer in writing of such condition and the cause thereof. Unless otherwise directed by the Employer in writing, the Contractor shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

**26. DRAWING, PATTERNS AND SAMPLES:**

- 26.1 The contractor shall submit to MDL/Vessel owner for approval such general and detailed dimension drawings as may be called for with samples and patterns (if required) of all the plants, materials and things specified in the specifications and drawings, patterns and samples submitted by the contractor and approved by the MDL/Vessel owner shall not be departed from without the instructions of MDL/Vessel owner in writing. No approval given by the MDL/Vessel owner to any drawings, samples or patterns submitted by the contractor shall in any way exonerate the contractor from his liability to carry out the work in accordance with the terms of the contract.
- 26.2 All dimensions marked on drawing shall be considered correct, although measurements by scales may differ therefrom. Detailed drawings approved by the MDL/Vessel owner shall be acted upon where they differ from the general drawing. The contractor shall provide at his own expenses all copies of the drawings and samples and patterns required by him in the execution of the work and shall also at his own expense, supply to the MDL/Vessel owner such drawings and copies thereof as are provided for in the specifications.
- 26.3 During the execution of the works, at least one set of drawings shall be made available for reference at site by the contractor if applicable.

**27. SAFETY:**

27.1 Material Safety:

27.1.1 The subcontractor shall ensure that paint handed over/own paint to it for usage is safely stored.

27.1.2 The supplier shall maintain material safety as follows:

- i) Maintain a clean, tidy and orderly store.
- ii) Tins must be stored and stocked such that they do not turn over and leak.
- iii) Lids shall be used to cover tins containing coating or solvents.
- iv) Fumes must be watched for and ventilated if necessary.

27.1.3 Material brought in and taken out to be maintained in a log register indicating the quality of paint used, when and where.

27.2 Equipment Safety:

27.2.1 The subcontractor must ensure the following:

- i) Airless spray must always be earthed as static electricity can develop within the system and be the cause of explosion.
- ii) All couplings must be of a close fit, especially on high pressure equipment.
- iii) Replace damaged hoses.
- iv) During airless spraying the paint is under an immense hydraulic pressure. Release of the pressure through the spray gun or any leaks of the equipment is dangerous, and a stream of paint may easily penetrate human skin, in which case immediate medical aid is required.

27.3 Personal Safety:

27.3.1 The safety of personnel is of prime importance.

- i) Contractor shall ensure that its personnel have minimum contact of paint with skin.



- ii) Sensible working clothes must be provided which can cover as much as possible.
- iii) Hand Gloves, Safety Shoes and eye protection must always be worn during work.
- iv) Usage of a suitable barrier cream on exposed skin must be considered.
- v) Air fed hood/mask or respirator in confined spaces must be used.
- vi) Safe access and adequate lighting must be ensured.
- vii) Tidying up, as work proceeds, must be followed – good housekeeping contributes to safety.
- viii) Yard/Onboard safety regulations such as safety permit system for hot work/work at height/confined space/electrical/Pressure testing/etc. must be respected and followed.

#### 27.4 Job Site Safety:

27.4.1 On site safety can be enhanced by small measures, such as:

- i) Tidy and clean surfaces in general.
- ii) Immediate removal of spillage and Good housekeeping standards must be maintained at all times.
- iii) The area where blasting or painting is being carried out must be protected with proper metal/plastic/tarpaulin cover sheets with associated arrangements to avoid splattering of copper Slags/ metallic grits beyond blasting area and display the signboard during the blasting & painting.
- iv) Any job above 1.5 meter or more, the subcontractor must ensure fall prevention, fall protection, supervision and provide proper personal protective equipment and training to their employees.
- v) Prior commencing work in confined spaces, suitable ventilation arrangements are to be made to keep environment free from fumes generated during paint application and during drying process.
- vi) Contractor to ensure that a Safety Representative is always present during work execution to understand and implement the above safety requirements.

#### 27.5 Fire Hazards:

27.5.1 Most paints contain flammable solvents. Hence

- i) Never allow hot work - naked flames – matched – cigarettes – in the same area where paint is being applied or stored.
- ii) Always thoroughly ventilate any area where paint is applied. Clean up immediately and dispose of the cleaning material in a closed metal container.
- iii) If a fire should occur, do not attempt to put out with water – use powder or carbon dioxide (CO<sub>2</sub>) type fire extinguishers.
- iv) Contractor is required to check gas concentration in confined areas and to obtain gas free certificate from shipyard prior to start of work. Gas detector required for this check shall be duly calibrated and are in contractor's scope.

### **28. SAFETY PROVISIONS:**

- 28.1 The contractor is responsible for complying with all the relevant safety standards/ codes and should take necessary safety measures/precautions to carry out the job, without causing any accident, in the work premises, which will ultimately cause loss to MDL either directly or indirectly.
- 28.2 The contractor should apply for written permission to carry out the hot jobs with full details of the work, date, duration of work etc.
- 28.3 All the required safety gear and firefighting accessories be made available by the contractor at the site of work for any emergency.
- 28.4 The application for hot work permission should be sent to MDL SB-Safety Officer/and the Safety section in advance.

- 28.5 The hot jobs should be started only after the concerned supervisory staff of the safety section is satisfied with the safety arrangements made at site.
- 28.6 The contractor shall provide and maintain upon the works sufficient, proper and efficient lifesaving appliances and first aid equipment's to the approval of the MDL Safety Officer.

**29. VARIATION:**

29.1 Power to Vary or Omit Work:

i) No alterations, amendments, omissions, additions, suspensions, or variations (hereinafter referred to as "Variations") in the work under the contract as shown by the contract drawing or the specifications shall be made by the contractor except as directed by MDL from time to time during the execution of the contract, by notice in writing to instruct the contractor to make such variations without prejudice to contract and the contractor shall carry out such variations and be bound by the same conditions though the 66 said variations occurred in the specifications.

The suggested variations, if any, in the opinion of the contractor, if carried out, would prevent him from fulfilling any of his obligations or guarantees under the contract he shall notify MDL thereof in writing and shall decide forthwith whether or not the same shall be carried out and if MDL confirms the instructions, the contractor's obligations and guarantees shall be modified to such an extent as may be justified.

The difference in cost, if any, occasioned by such variation shall be added or deducted from the contract price as the case may be. The amount of such difference, if any, shall be ascertained and determined in accordance with the rates, specified in the Bill of Quantities, so far as the same be applicable and where the rates are not contained in the said Bill of Quantities or are not applicable, they shall be settled by MDL. But the Employer shall not become liable for the payment of any change in respect of any such variations unless the instructions for the performance of the same shall have been given in writing by MDL.

ii) In the event of MDL requiring any variations, such reasonable and proper notice shall be given to the contractor as will enable to make his arrangements accordingly and in case where goods or materials have already been prepared or any designs, drawings or patterns made or work done that is required to be altered, reasonable sum in respect thereof shall be allowed by MDL.

iii) Variation permitted shall not exceed + 25% in quantity of each individual item, and + 10% of the total contract price. Within 14 days of the date of instruction for executing varied work, extra work or substitution, and before the commencement of such work, notice shall be given by the contractor to the Employer of his intention to claim extra payment or a varied rate or price.

- 29.2 Escalation / Price Adjustment: No escalation be payable or price adjustment be made in the contract unless otherwise specified elsewhere in the tendering document.

**30. LIQUIDATED DAMAGES / LATE DELIVERY CHARGES:**

- 30.1 In the event of failure by the contractor to complete the execution of the work within the stipulated completion period or by the expiry of any period of extension granted by MDL in terms thereof the contractor shall be liable to pay, Liquidated Damages (L.D.)/ Late Delivery Charges levied at the rate of half per cent (1/2 %) of the contract price per week or part thereof of delay, subject to a maximum of ten per cent (10%) of the contract price.

- 30.2 The Employer, if satisfied, that the works can be completed by the contractor within a reasonable time after the specified time for completion, may allow further

extension of time at its discretion with or without the levy of L.D. In the event of extension granted being with L.D., the Employer will be entitled without prejudice to any other right or remedy available in that behalf, to recover from the contractor as agreed damages equivalent to half per cent (1/2 %) of the contract value of the works for each week or part thereof subject to maximum of ten per cent (10%) of Contract Price.

- 30.3 The Employer, if not satisfied that the works can be completed by the contractor, and in the event of failure on the part of the contractor to complete work within further extension of time allowed as aforesaid, shall be entitled, without prejudice to any other right, or remedy available in that behalf, to rescind the contract.
- 30.4 The Employer, if not satisfied with the progress of the contract and in the event of failure of the contractor to recoup the delays in the mutually agreed time frame, shall be entitled to terminate the contract.
- 30.5 In the event of such termination of the contract as described in Clauses 30.2 or 30.3 or both, the Employer shall be entitled to recover L.D. maximum up to Ten per cent (10%) of the contract value and forfeit the performance guarantee provided by the contractor. Further, the action as deemed fit will be taken by the Employer which may include blacklisting the contractor.

**31. WORK DONE CERTIFICATE (WDC):**

- 31.1 The work done will be certified by MDL executive of Repair & Refit Managers post certification of WDC by the Vessel Owner/Representative nominated by the Vessel Owner. Payment shall be as per the quantities certified in WDC/WCC.
- 31.2 Area calculations shall be done jointly by MDL executives of Repair & Refit/Vessel owner/Paint OEM/Contractor.
- 31.3 Preparation of WDC will be contractor's responsibility. Necessary service entry shall be made in SAP system by WDC certifying authority and will be submitted to the contractor for further invoicing. The WDC shall bear relevant Service Entry Sheet no., PO no., respective item no., subservice line item of the PO.
- 31.4 The WDC shall clearly mention the scheduled dates for start & completion/ delivery of the jobs (as given to the contractor by MDL) and the actual dates of start & completion.
- 31.5 In case of delays, the duration along with number of delayed days shall be specified in respective WDCs to take invoke LD Clause and effect recoveries from contractor's invoice.
- 31.6 WDC & payment shall be on the basis of actual work carried out & accepted by MDL.
- 31.7 Contractor shall submit the WCC & invoices to MDL, based on the work completion as per release note/instructions. Partial completion of work shall not be accepted for making WDC.
- 31.8 WDC shall be prepared by the contractor for the completed activities and **shall be certified by the Vessel Owner/Representative nominated by the Vessel Owner** prior to submission to the concerned OIC's (Repairs & Refit) for final certification of WDC. The WDC shall include cumulative statement of jobs carried out till last WDC.

**32. HINDRANCE REGISTER:**

Log books covering Instruction Register and Hindrance Register shall be maintained by MDL. Instructions given to the subcontractor shall be recorded in the instruction register, if not issued otherwise. The subcontractor is required to report hindrances to its work progress, if any in the register for MDL's consideration.

**33. DELAYED PAYMENT:**

Every effort will be made by the Employer for making payments to the contractor within the stipulated period. However, if for any reasons, payments are delayed by

the Employer beyond the stipulated period after satisfactory submission of Contractor's claim comprising of all the relevant documents, no interest shall be payable for such delayed payments.

#### **34. WORKMANSHIP**

All the work specified and provided for in the specifications or which may be necessary to be done in order to form and complete any part thereof shall be executed in the best and most substantial and workman like manner with materials of the best approved quality of their respective kinds, in accordance with the particulars, contained in or implied by the specifications and as represented by the drawings or according to any other instructions given from time to time by MDL/Vessel owner during the execution of the work and to the entire satisfaction.

#### **35. INSPECTION AND TESTING**

- 35.1 The MDL / Vessel owner shall have at all reasonable time access to the contractor's premises and shall have the power at all reasonable time to inspect, examine and test the materials and workmanship of the work during its manufacture there and if a part of the work is being manufactured on other premises, the contractor shall obtain permission for MDL / Vessel owner to inspect as if the work was being manufactured on contractor's own premises.
- 35.2 Only such work will be accepted and paid for as MDL / Vessel owner may certify to be strictly in accordance with the contract.
- 35.3 MDL on giving seven days' notice in writing to the contractor setting out any ground of objections which may have in respect of the work shall be at liberty to reject all or any materials of workmanship, the subject of any of the said grounds of objection which are not in accordance with the contract.
- 35.4 In all cases where the contract provides for tests whether at the premises of the contractor or any sub-contractor or elsewhere the contractor except where otherwise specified shall provide free of charges such labour, materials, electricity, fuel, water, stores, apparatus and instruments as may reasonably be demanded, to carry out efficiently such tests of the work in accordance with the contract and shall at all-time facilitate the MDL / Vessel owner to accomplish such testing.
- 35.5 The cost of all tests and/or analysis effected at the contractor's or sub-contractor's work and on the site shall be borne by the contractor. The cost of independent test and/or analysis which MDL / Vessel owner may cause to be made and which prove satisfactory will be borne by the Employer but the contractor will be called upon to pay all expenses incurred by the Employer in respect of any work found to be defective or of inferior quality, adulterated or otherwise unacceptable.
- 35.6 The contractor shall give MDL / Vessel owner, such reasonable notice of the progress of 71 the work (and in particular of any work being made ready for shipment or transportation) as will permit inspection, examination and testing and no work shall be painted or prepared for shipment or transportation as the case may be without the consent of the MDL / Vessel owner until the same has been passed by MDL / Vessel owner as being ready for shipment or transportation but no such passing or consent shall relieve the contractor from the liability to complete the contract works in accordance with the contract.

#### **36. REPLACEMENT OF DEFECTIVE WORK OR MATERIALS**

If during the progress of the work, MDL / Vessel owner shall decide and notify in writing to the contractor that contractor has executed any unsound or imperfect work, or has supplied anything inferior in quality to that specified, the deficiencies shall be made good by the Contractor at his own expenses, within seven days of his

receiving the notice or otherwise within such time as may be reasonably necessary for making it good, proceed to alter, reconstruct or remove such work, or supply fresh materials up to the standard of the specifications.

**37. MATERIALS TO BECOME PROPERTY OF THE EMPLOYER**

All materials, plant, and other things, the supply of which form the part of the contract work shall on delivery at Mumbai Port become the property of the Employer. All the contractor's materials, brought to and delivered at site for use of the contract works, shall from the time of their being so brought, vest in and be the property of Employer and shall be used solely for the purpose of the works and shall not on any account be removed or taken away by the contractor or any other person without the express permission in writing of MDL / Vessel owner but the contractor shall nevertheless be solely liable or responsible for the loss or destruction thereof or damage which may be caused thereto during the continuance of this contract. Upon the completion of the contract the property, if any, surplus of such materials, shall revert to the contractors and in the Specification or unless they shall be due owing to or accruing or to accrue to the Employer from the contractors any money under, or in respect of or by reason of the contract in which case the Employer shall be at liberty to sell and dispose of such surplus materials as they shall think fit and to supply the proceeds in or towards the satisfaction of such money or moneys so due owing to or accruing or to accrue to them as aforesaid.

**38. RISK PENDING COMPLETION**

- 38.1 All the contract works until taken over by the Employer under MbPT GCC Clause 43 shall stand at the risk of the contractor who shall be responsible to make good at his own cost all loss or damage caused by or due to fire, weather or any other cause whatsoever and the contractor shall hand over the contract work complete in every respect as per the Agreement.
- 38.2 Until the work shall be or be deemed to be taken over as provided in MbPT GCC Clause 43 the contractor shall also be liable for and shall indemnify the Employer in respect of all injury to any person or damage to any property of the Employer or of other, occasioned by the negligence or default of the contractor or his employees, 72 or sub-contractor or of the Employer's employees, if any, working under the contractor's supervision by defective design or work by the non-compliance by the contractor with the terms of this contract.
- 38.3 The contractor shall indemnify and save harmless the Employer against all actions, suits, demands, claims, costs or expenses arising in connection with injuries suffered by persons employed by the contractor or his sub-contractors on the work including the Employer's employees, if any, working under the contractor's supervision. The contractor shall during the progress of the contract work insure himself and Employer against all liabilities in respect of such injuries to persons employed as aforesaid and shall at all times when required by MDL / Vessel owner produce the policy for such insurance and the receipts for the last premium payable in respect thereof.
- 38.4 In the event of any claim being made or action brought against the Employer including the contractor and arising out of the matters referred to and in respect of which the contractor is liable under this clause, the contractor shall be promptly notified thereof and he shall with the assistance if he so requires of the Employer but at the sole expense of the contractor conduct all negotiations for the settlement of the same or any litigation that may arise therefore. In such case the Employer shall at the expense of the contractor afford all available assistance for any such purpose.

### **39. DEFECTIVE MATERIALS**

39.1 If MDL / Vessel owner considers any materials unfit for use or not in accordance with the specifications, the same shall be removed by the contractor from the site of the work within 24 hours or within reasonable period as instructed by MDL / Vessel owner, after notice to that effect has been given to the contractor failing to remove such rejected materials the same shall be removed by the Employer at the contractor's risk and cost.

### **40. TESTS ON COMPLETION**

40.1 The tests on completion shall be carried out at manufacturer's premises and / or at site in accordance with the contract.

40.2 On completion of erection/installation of all items at site in accordance with the contract, the contractor shall give MDL/Vessel owner 07 days' notice in writing before making the "tests on completion" in accordance with and in the manner prescribed in the specifications. The defects pointed out by MDL/Vessel owner during the joint survey would be rectified by the Contractor within 14 days and thereafter acceptance report be signed jointly by the contractor and MDL / Vessel owner. The joint acceptance report shall be treated as "Completion Certificate".

40.3 Unless otherwise agreed, the tests shall take place within 10 days after the expiry of the 07 days' notice on such day or days as MDL / Vessel owner shall indicate or as may be agreed and such tests shall be carried out in the presence of MDL / Vessel owner.

40.4 If any portion of work fails under the tests to fulfill the contract conditions, tests of the faulty portion shall, if required, by MDL/Vessel owner or by the contractor be repeated within reasonable time upon the same terms and conditions and all the expenditure in this respect shall be borne by the contractor.

40.5 If the "Tests on completion" has not been successfully made by the contractor within one month after the time fixed for testing the work by the contractor for the commercial use, and if in the opinion of MDL / Vessel owner the tests are being unduly delayed, MDL/Vessel owner may in writing call upon the contractor under seven days' notice to make such tests, MDL/Vessel owner may proceed to carry out such tests himself at the contractor's risk and expense.

### **41. RIGHT TO USE BEFORE TESTS**

41.1 If the contractor neglects to make the tests on completion within the time stipulated by the contractor, the Employer shall nevertheless have the right of using the installations at the contractor's risk until the 'test on completion' are successfully carried out.

### **42. REJECTION OF DEFECTIVE WORK**

42.1 If the complete installation or any portion thereof before being taken over under 76 MBPT GCC Clause 43 is defective, or fail to fulfill the requirements of the contract, MDL shall give notice to the contractor setting forth particulars of such defects or failures and the contractor shall forthwith make the defective plant good, or alter the same to make it comply with the requirements of the contract. Should he fail to do so within a reasonable time, the Employer may reject and replace at the cost of contractor the whole or any portion of the work as the case may be which is defective or fails to fulfill the requirements of the contract.

42.2 If any supply of defective plant shall have caused delay in the completion of the contract so as to give rise to a claim for damage on the part of the Employer under MbPT GCC Clause 26 nothing contained in this clause shall interfere without

prejudice any rights of the Employer with respect to such claim.

**43. ACCEPTANCE**

The installation shall be deemed to have been accepted by the Employer when the same shall have been erected on site and MDL/Vessel owner shall have certified in writing that it has fulfilled the contract conditions and such certificates shall not be unreasonably withheld, or shall MDL delay the issuing of such certificates on account of minor omissions, or defects, which do not affect the commercial use, without any serious risk, of the installation, provided always that the contractor undertake to make good such omissions and defects at the earliest possible moment.

**44. FORFEITURE OF PERFORMANCE GUARANTEE**

a) The performance Guarantee shall be liable to be forfeited, if the Contractor fails to carry out the work in accordance with the contract or to perform / observe any of the Conditions of the Contract. The Employer shall be at liberty to deduct / recover any of the dues from the Performance Guarantee. All compensation or any other sums of money payable by the Contractor to the Employer under the terms of Contract shall be deducted from or paid by encashment of a sufficient part of the Performance Guarantee or from any sum due or may become due to the Contractor by the Employer on any account whatsoever and in the event of his Contract Performance Guarantee being reduced by reason of any such deduction or encashment as aforesaid, the Contractor shall within fifteen days thereafter, make good the amount so reduced, in the form of Bank Guarantee in the prescribed format.

b) Submission of fraudulent documents will be treated as major violation of the tender procedure and in such cases the performance guarantee of the bidder shall be forfeited.

c) Violation incorporated in the pre- contract integrity pact shall be applicable for forfeiture of Performance Bond in case of a decision to forfeit the same without assigning any reason for imposing sanction for violation of the Integrity Pact.

**45. REFUND OF PERFORMANCE GUARANTEE**

Upon the completion of the works to the satisfaction of MDL/Vessel owner and after the expiry of Defect Liability Period including its extension, if any, the Employer shall refund to the contractor the said Performance guarantee after deduction therefrom the amount of Liquidated Damages/ Late Delivery Charges incurred and any other claims outstanding against the contractor upon receipt of written application from the contractor.

**46. REMOVAL OF MATERIALS ON COMPLETION**

The contractor/contractors shall on completion of the work when directed by MDL remove all plants, tools, materials, and rubbish which may have been used or may have accumulated during the progress of the work, other than those permanently taken into the works of all such rubbish or surplus materials or plants which MDL may require the contractor to remove at any time during the progress of work shall be removed by the contractor within a week after receipt of written notice from MDL requiring him to remove the same, and in default of compliance with such notice the Employer may forthwith remove all such rubbish or surplus materials or plant at the risk and cost of the contractor.



**Enclosure to Tender Enquiry: Part 'A': Tender Terms and Conditions**  
**Tender No. 250000110**  
**Services: Outsourcing Hiring of Hull, Engineering, Electrical and**  
**Miscellaneous Services for MV Kalpana**

**Annexure C**

**LOADING FACTORS FOR RANKING OF BIDS**  
*(ILLUSTRATIVE FORMAT)*

A.

Sr.No.	Description		Indigenous Supplier with part import content	Indigenous Supplier without import content
1	Basic price Quoted		a) Ex Works b) Delivered to MDL stores	a) Ex Works b) Delivered to MDL Stores
2	Add: insurance charges		In case of 1(a)	In case of 1(a)
3	Add Sea/Air Freight charges / Inland Road Transport		In case of 1(a)	In case of 1(a)
4	Customs Clearance / Port Handling / Transportation to Yard / inland insurance		NIL	NIL
5	Cost (ex-MDL) excluding taxes & duties without loading towards any deviations		Sr. Nos. (1+2+3)	Sr. Nos. (1+2+3)

B. Loading due to variations in Financial Term.

6	Variation in payment Terms			
7	Income Tax & Service Tax on Technical Services / Service engineers liability to MDL.			
8	Production Norms such as Scrap %, output-input ratio			
9	Base date for price variation clause			
10	Cost (ex-MDL) excluding taxes & duties after loading for variations in financial term.		Sr. Nos. 5 + 6 + 7 + 8 + 9	

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

11	Security Deposit / Contract performance guarantee.			
12	Equipment Performance guarantee			
13	Additional delivery period sought over stipulated period as per Tender			
14	Additional time sought for supplying binding data.			
15	Liquidated damages per week rate / maximum ceiling			
16	Warranty / Guarantee			
17	Cost (ex-MDL) excluding taxes & duties after loading for variations on account of financial and commercial terms.		Sr. Nos. 10 + 11 + 12 + 13 + 14 + 15 + 16	

D. Landed Cost:

18	Taxes & Duties			
19	Landed Cost		Sr. Nos. 17 + 18	

**Note:**

- Evaluated Bid Value for the purpose of ranking and determination of L-1 Bid shall be the value arrived at Sr.No.17 of the table above for procurement for Defence Projects and Sr. No. 19 of the above table for cases viz. civil works, procurements relating to projects other than Defence Projects.
- While the statutory levies are excluded while carrying out evaluation of Bids to determine L1 Supplier pursuant of MOD ID No. 3(1)/2002/D(S II) dated 4.10.2006, it is clarified that the taxes & duties as applicable and not covered by exemption certificates / notifications from the Govt. of India, are payable. Set off on any taxes & duties shall not be considered for ranking of bids.





**Enclosure to Tender Enquiry: Part 'A': Tender Terms and Conditions**  
**Tender No. 2500000110**  
**Services: Outsourcing Hiring of Hull, Engineering, Electrical and**  
**Miscellaneous Services for MV Kalpana**

- c) Bidders are required to quote the amounts of Taxes and Duties as applicable separately, duly indicating the base amount and the applicable rate, under each of the heads.
- d) Wherever exemption certificates can be issued by MDL, no separate liability for payment of taxes & duties will devolve upon MDL and not duty will be reimbursed.
- e) Supplier / contractor will not be entitled to any increase in rate of taxes occurring during the period of extended delivery completion schedule if there is delay in supplies / completion attributed to him. However, if there is a decrease in taxes, the same must be passed on to MDL.
- f) Wherever all inclusive prices are quoted by the Tenderer(s) and accepted without bifurcation of tax elements, no escalation shall be considered in respect of any variations in statutory levies arising subsequently since the base figures do not exist in the order/ contract.
- g) It is clarified that Bank charges to be incurred for opening, amending LCs, Demand Drafts are excluded while carrying out evaluation of Bids to determine L1 Supplier.



**Enclosure to Tender Enquiry: Part 'A': Tender Terms and Conditions**  
**Tender No. 2500000110**  
**Services: Outsourcing Hiring of Hull, Engineering, Electrical and**  
**Miscellaneous Services for MV Kalpana**

**Annexure-E**

**STANDARD TERMS AND CONDITIONS (STACS)**

<b>101</b>		The word ' <b>Purchaser</b> ' refers to MAZAGON DOCK SHIPBUILDERS LIMITED, (MDL), a Company registered under the Indian Companies Act, 1913 and it includes its successors or assignees.
<b>102</b>		The word ' <b>Bidder/Supplier/Contractor</b> ' means the person / firm / Company who undertakes to manufacture and/or supply and/or undertake work of any nature assigned by the Purchaser from time to time and includes its successors or assignees.
<b>103</b>		The word ' <b>Owner</b> ' 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 <b>Bidder/Supplier/Contractor</b> 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.
<b>120</b>		<b>GENERAL</b>
	121	UNLESS OTHERWISE INDICATED SPECIFICALLY BY THE BIDDER / CONTRACTOR IN HIS BID, IT SHALL BE CONSTRUED AS HIS ACCEPTANCE OF ALL THE CONDITIONS MENTIONED IN THIS STACS.
<b>200</b>		<b>COMMUNICATION &amp; LANGUAGE FOR DOCUMENTATION</b>
	201	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 & all documentation shall be same, which the Purchaser has used, in the tender enquiry.
<b>210</b>		<b>PURCHASER'S PROPERTY.</b>
	211	All property (such as materials, drawings, documents etc) issued by the Purchaser or any other individual or firm on behalf of the Purchaser in connection with the contract shall remain confidential, being the property of the Purchaser and the Bidder/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.
	212	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.
<b>220</b>		<b>RISK PURCHASE</b>
	221	If the equipment / article / service or any portion thereof be not delivered / performed by the scheduled delivery date / period, any stoppage or discontinuation of ordered supply / awarded contract without written consent by Purchaser or not meeting the required quality standards the Purchaser shall be at liberty, without prejudice to the right of the Purchaser to recover Liquidated Damages / penalty as provided for in these conditions or to any other remedy for breach of contract, to terminate the contract either wholly or to the extent of such default. Amounts advanced or part thereof corresponding to the undelivered supply shall be recoverable from the Contractor / Bidder at the prevailing bank rate of interest.
	222	The Purchaser shall also be at liberty to purchase, manufacture or supply from stock 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 / Supplier / Contractor.
<b>230</b>		<b>RECOVERY-ADJUSTMENT PROVISIONS</b>
	231	Payment made under one order shall not be assigned or adjusted to any other order except to the extent agreed upon in writing by the Purchaser. During the currency of the contract, if any sum of money is payable by the Bidder / 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.
<b>240</b>		<b>INDEMNIFICATION</b>
	241	The Bidder / Supplier / Contractor, his employees, licensees, 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



**Enclosure to Tender Enquiry: Part 'A': Tender Terms and Conditions**  
**Tender No. 250000110**  
**Services: Outsourcing Hiring of Hull, Engineering, Electrical and**  
**Miscellaneous Services for MV Kalpana**

		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.
<b>250</b>		<b>TRANSFER OF SUPPLIERS / CONTRACTOR'S RIGHTS</b>
	251	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.
<b>260</b>		<b>SUBCONTRACT &amp; RIGHT OF PURCHASER</b>
	261	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.
<b>270</b>		<b>PATENT RIGHTS</b>
	271	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.
<b>280</b>		<b>AGENTS/AGENCY COMMISSION</b>
	281	<p>The seller confirms and declares to the buyer that the seller is the original manufacturer or authorized distributor/stockiest of original manufacturer of the stores referred to in this contract and has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommended to the Buyer or any of its functionaries, whether officially or unofficially , to the award of the Contract / Purchase order to the Seller; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation.</p> <p>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.</p> <p>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).</p> <p>The Buyer will also have the right to recover any such amount from any contracts concluded earlier with Buyer.</p>
<b>290</b>		<b>USE OF UNDUE INFLUENCE / CORRUPT PRACTICES</b>
	291	The Bidder / Supplier / Contractor undertakes that he has not given, offered or promised to give, directly or indirectly any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the Purchaser or otherwise in procuring the contract or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the Contract with the Purchaser for showing or forbearing to show favour or disfavour to any person in relation to the Contract or any other Contract with the Purchaser. Any breach of the aforesaid undertaking by the Bidder / Supplier / Contractor or any one employed by him or acting on his behalf (whether with or without the knowledge of the Bidder / Supplier / Contractor) or the commission of any offence by the Bidder / Supplier / Contractor or any one employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1980 or the Prevention of Corruption Act, 1947 or any other Act enacted for the prevention of corruption shall entitle the Purchaser to cancel the contract and all or any other contracts with the Bidder / Contractor / Supplier and recover from the Bidder / Supplier / Contractor the amount of any loss arising from such cancellation. Decision of the Purchaser or his nominee to the effect that a breach of the undertaking has been committed shall be final and binding on the Bidder / Supplier / Contractor.
	292	The Bidder / Supplier / Contractor shall not offer or agree to give any person in the employment of Purchaser any gift or consideration of any kind as "Inducement" or "reward" for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the contract/s. Any breach of the aforesaid condition by the Bidder / Supplier / Contractor or any one employed by them or acting on their behalf (whether with or without the knowledge of the Bidder / Supplier / Contractor) or the commission of any offence by the Bidder / Supplier / Contractor or by any one employed by them or acting on their behalf which shall be punishable under the Indian



**Enclosure to Tender Enquiry: Part 'A': Tender Terms and Conditions**  
**Tender No. 250000110**  
**Services: Outsourcing Hiring of Hull, Engineering, Electrical and**  
**Miscellaneous Services for MV Kalpana**

		Penal Code 1980 and/or the Prevention of Corruption by Public Servants, shall entitle Purchaser to cancel the contract/s and all or any other contracts and then to recover from the Bidder / Supplier / Contractor the amounts of any loss arising from such contracts' cancellation, including but not limited to imposition of penal damages, forfeiture of Security Deposit, encashment of the Bank Guarantee and refund of the amounts paid by the Purchaser.
	293	In case, it is found to the satisfaction of the Purchaser that the Bidder / Supplier / Contractor has engaged an Agent or paid commission or influenced any person to obtain the contract as described in clauses relating to Agents / Agency Commission and use of undue Influence, the Bidder / Supplier / Contractor, on a specific request of the Purchaser shall provide necessary information / inspection of the relevant financial document / information.
<b>300</b>		<b>IMMUNITY OF GOVERNMENT OF INDIA CLAUSE</b>
	301	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
<b>310</b>		<b>EXPORT LICENCE</b>
	311	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 & cost implications on the Purchaser
<b>320</b>		<b>BANNED OR DE-LISTED CONTRACTORS / SUPPLIERS</b>
	321	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.
<b>330</b>		<b>DUTY OF PERSONNEL OF SUPPLIER/SUPPLIER</b>
	331	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.
<b>340</b>		<b>DISPUTE RESOLUTION MECHANISM AND ARBITRATION</b>
	<b>341</b>	<b>DISPUTE RESOLUTION MECHANISM (DRM)</b>
		i) Any dispute/differences between the parties arising out of and in connection with the contract shall be settled amicably by mutual negotiations.
		ii) In case of non-settlement by (i) above, if at any time, before, during or after the contract period any unsettled claim, dispute or difference arose between the parties, upon or in relation to or in connection with or in any way touching or concerning this tender/agreement/order/contract, the same shall be referred to the concerned Functional Director.  The Functional Director shall then nominate an Executive of the rank of General Manager whom he thinks fit and competent or a Committee of Executives who/which shall then scrutinize the claims/disputes that have been referred to the concerned functional Director and make efforts for amicable settlements by mutual discussions/negotiations.
		iii) In case no amicable settlement is arrived by (ii) above within a period of three months, then the contractor shall approach Public Grievance Cell and address the disputes as per the provisions made under the relevant clause of the contract.
		iv) In case the issues/disputes do not get settled within a period of six months from the date of submission of the dispute to the Grievance Cell, then the contractor may invoke Arbitration Clause of the contract.



**Enclosure to Tender Enquiry: Part 'A': Tender Terms and Conditions**  
**Tender No. 250000110**  
**Services: Outsourcing Hiring of Hull, Engineering, Electrical and**  
**Miscellaneous Services for MV Kalpana**

<b>342</b>	<b>ARBITRATION</b>
	Unresolved disputes/differences, if any, shall then be settled by arbitration. The Arbitration proceedings shall be conducted at Mumbai, India, in English Language, under the Arbitration & Conciliation Act, 1996. MDL prefers to have arbitration through Institutes such as Indian Council of Arbitration (ICA)/ICA-DR, with the mutual consent of the parties.
343	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.
344	Any changes to arbitration clause must be vetted by HOD (Legal) before incorporation in contract/PO.
<b>350</b>	<b>JURISDICTION OF COURTS</b>
	All contracts shall be deemed to have been wholly made in Mumbai (In case of contract with MDL) all claims there under are payable in Mumbai City (In case of contract with MDL) 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 in case of contract with MDL to decide upon any dispute arising out of or in respect of the contract.



**Enclosure to Tender Enquiry: Part 'A': Tender Terms and Conditions**  
**Tender No. 250000110**  
**Services: Outsourcing Hiring of Hull, Engineering, Electrical and**  
**Miscellaneous Services for MV Kalpana**

**Annexure F**

**GENERAL TERMS & CONDITIONS (GT&C)**

<b>A20</b>		<b>SECURITY DEPOSIT</b>
	A21	The successful bidder shall submit a Security Deposit @ 3 % of the contract / order value (excluding taxes, duties, freight, service component) of the Order in the form of Demand Draft / Bank Guarantee in the prescribed format in favour of Purchaser within 25 days from date of Contract. The Security Deposit will be returned only after the successful execution of the order / contract. Refund of Security Deposit whenever considered admissible by the Purchaser, shall be without interest only
<b>A30</b>		<b>FORFEITURE OF SECURITY DEPOSIT</b>
	A31	Non-performance of agreed terms and or default/breach by Bidder/Supplier/Contractor will result in forfeiture of security deposit with application of risk purchase provisions as felt appropriate by the Purchaser.
<b>A40</b>		<b>FORFEITURE OF PERFORMANCE GUARANTEE</b>
	A41	In the event of Bidder/Supplier/Contractor failure to attend the Guarantee defects within a reasonable period of time, the Performance Bank Guarantee will be encashed by the Purchaser. The Purchaser's decision shall be final and binding on Bidder/Supplier/Contractor in this regard.
<b>A50</b>		<b>SUPPLIES</b>
	A51	The equipment / products / items / Services to be supplied shall be strictly in accordance with the Drawings / Specifications / Requirements indicated in the Tender Enquiry / Order with deviations, if any, as mutually accepted
<b>A60</b>		<b>PROGRESS REPORTING &amp; MONITORING</b>
	A61	Where so stipulated in the order, the Bidder / Supplier / Contractor shall render such reports from time to time as regards the progress of the contract and in such a form as may be called for by the Purchaser.
<b>A70</b>		<b>CANCELLATION OF ORDER</b>
	A71	The Purchaser reserves the right to cancel an order forthwith without any financial implications on either side, if on completion of 50% of the scheduled delivery/Completion period the progress of manufacture/Supply is not to the satisfaction of Purchaser and failure on the part of the Bidder/Supplier/Contractor to comply with the delivery schedule is inevitable. In such an event the Bidder/Supplier/Contractor shall repay all the advances together with interest at prevailing bank rates from the date of receipt of such advances till date of repayment. The title of any property delivered to Purchaser will be reverted to the Bidder/Supplier/Contractor at his cost.
	A72	In case of breach / non-compliance of any of the agreed terms & conditions of order / contract. MDL reserves the right to recover consequential damages from the Supplier / contractor on account of such premature termination of contract.
	A73	In case of delay beyond agreed period for liquidated damages or 10weeks from contractual delivery period whichever is earlier, MDL reserves the right to cancel the order and procure the order items / services from any available source at MDL's option & discretion and entirely at your risk and cost. Extra expenditure incurred by MDL in doing will be recoverable from Bidder/Supplier/Contractor.
<b>A80</b>		<b># PRESERVATION AND MAINTENANCE</b>
	A81	Should any material require any preservation till its final installation/fitment, the detailed procedure (Long term & short term) for the same as also the time of interval after which the state of preservation needs to be reviewed is to be stated by the Bidder/Supplier/Contractor.
	A82	Further the de-preservation prior to the material/equipment being commissioned and the maintenance procedure together with its periodicity is also to be indicated by the Bidder / Supplier / Contractor.
	A83	The Bidder / Supplier / Contractor in their offer must confirm that indigenous oil; lubricants and preservatives, etc. can be used in the equipment. The bidder must also give assurance that the equipment performance will not be downgraded by use of indigenous equivalents.
<b>A90</b>		<b>FREIGHT AND INSURANCE</b>
	A91	<b>For Indigenous Bidders.</b> In cases where the offers are for 'Door Delivery to Purchaser,' transit freight & Insurance charges shall be borne by the Bidder / Supplier / Contractor. In other agreed cases of Ex-works / Ex-Transporter's warehouse or Railway godown offers, the Bidder / Supplier / Contractor on dispatch, shall give details of materials with despatch particulars and their value in time to Purchaser's Insurance Company on the



**Enclosure to Tender Enquiry: Part 'A': Tender Terms and Conditions**  
**Tender No. 250000110**  
**Services: Outsourcing Hiring of Hull, Engineering, Electrical and**  
**Miscellaneous Services for MV Kalpana**

		contact details as provided in the order. In such agreed cases, the freight & insurance charges will be paid by the purchaser directly to the parties concerned.
	A92	<b>For Foreign Bidders.</b> For overseas supplies on CIF basis, Freight & Insurance up to port of destination (Sea/Air) shall be arranged by the Supplier/Contractor. The Bidder / Supplier / Contractor shall immediately on despatch of the items, inform all relevant details of despatch such as Order Number, Bill of Lading/AWB Number marked as Freight Paid, Insurance policy/document, number of packages, value of consignment, invoice number directly to Purchaser's insurance Company & Purchaser in time. In case of delivery term other than CIF/CIP, the freight & insurance charges will be paid by the purchaser directly to the parties concerned.
<b>A100</b>		<b>TAXES &amp; DUTIES / STATUTORY LEVIES</b>
<b>A110</b>		<b>DEMURRAGE</b>
	A111	Storage and Demurrage charges will be payable by the Bidder / Supplier / Contractor for all shipments that reach purchaser without proper despatch documentations, Lorry Receipts not accompanied by packing lists, invoices etc. The Supplier shall be responsible for fines due to errors or omissions in description, weight or measurements and for increased handling charges due to improper packing.
<b>A120</b>		<b># INSPECTION, TESTING.</b>
	A121	The ordered items will be inspected either by Classification Society / Nominated Agency and or by Inspection Executive nominated by Purchaser at stages defined in the tender / Purchase Order or as agreed to be defined subsequently in terms of the Purchase Order.
	A122	The decision of the Inspecting Authority or their representatives, as the case may be, on any question of the intent, meaning and the scope of Specifications / Standards shall be final, conclusive and binding on the Bidder/ Supplier / Contractor.
	A123	The Bidder / Supplier / Contractor shall accord all facilities to Purchaser's Inspectors / Nominated Agency to carry out Inspection / Testing during course of manufacture / final testing.
<b>A130</b>		<b>RECEIPT INSPECTION BY MDL</b>
	A131	MDL with WOT shall carry out necessary inspection of the items on receipt, on the basis of an appropriate quality assurance system and inspection system requirements along with representative of the Owner. Any objection raised by MDL Quality Control Team against quality of materials or workmanship shall be satisfactorily corrected by the Contractor at his expense including replacement as may be required within shortest possible time within 30 days. Items damaged during transit shall also be rectified/replaced by the Contractor within shortest possible time, payment for which shall be made at mutually agreed rates
<b>A140</b>		<b>REJECTION OF MATERIALS</b>
	A141	Should the articles, or any portion thereof of the equipment be found defective / rejected, the Bidder / Supplier / Contractor shall collect the same from the Purchaser's Stores, all incidental charges being borne by him (inclusive of Custom duty, if payable), within 30 days from the date of intimation to the Bidder / Supplier / Contractor of such rejection. The Purchaser reserves the right to dispose off the rejected items at the end of a total period of 90 days in any manner to the best advantage to the Purchaser and recover storage charges and any consequential damages, from sale proceeds of such disposal.
<b>A150</b>		<b># TECHNOLOGICAL DEVELOPMENTS / MODIFICATIONS</b>
	A151	The Bidder / Supplier / Contractor shall unconditionally and free of cost to the Purchaser transfer information on technological developments / innovations / modifications which the Bidder / Supplier / Contractor would evolve in future (within 3 years) in relation to the supplied equipment. To enable this, the Purchaser's address shall be added to the Bidder / Supplier / Contractor's mailing list or database or any other document maintained for dissemination of product information and the Purchaser shall be informed of the action taken in this regard. If such improvements / modifications are brought in by the Bidder / Supplier / Contractor's Design Department in the course of manufacture of equipment ordered by the Purchaser, the Bidder / Supplier / Contractor shall incorporate such improved versions in the equipment without any extra cost to the Purchaser under Purchaser's prior consent.
	A152	If the Purchaser be desirous of getting incorporated all post supply modifications / improvements arising out of technological developments to the original equipment supplied by the Bidder / Supplier / Contractor, the Bidder / Supplier / Contractor, shall quote for and carry out all such modifications to the equipment.
	A153	Where the whole or a portion of the equipment has been specifically developed by the



**Enclosure to Tender Enquiry: Part 'A': Tender Terms and Conditions**  
**Tender No. 250000110**  
**Services: Outsourcing Hiring of Hull, Engineering, Electrical and**  
**Miscellaneous Services for MV Kalpana**

		Bidder / Supplier / Contractor for the Owner and the latter would through the Purchaser be bearing the entire or part of the development cost incurred by the Bidder / Supplier / Contractor, the design rights for the whole or portion thereof, of the equipment as appropriate, shall vest in the Owners.
	A154	Prior approval of the Owner should be obtained before similar articles are sold / supplied to any other party other than the Owner. If such approval is given and sale is effected, the Bidder / Supplier / Contractor shall pay to the Owner royalty at the rate mutually agreed to.
	A155	The Sub-contractor / Supplier / Supplier shall continue to support the equipment for a minimum period of 20 years from the date of supply by making available spare parts and assemblies of the equipment supplied. Should the Sub-contractor / Supplier / Supplier decides to discontinue the product, for any reason whatsoever, adequate notice shall be given to the Purchaser / Owner to enable procurement of the requisite lifetime spares.
<b>A160</b>		<b>PURCHASER'S RIGHT TO ACCEPT ANY BID, PART OF BID AND TO REJECT ANY OR ALL BIDS.</b>
	161	The Purchaser reserves the right to accept and or reject any or all tenders and or to withdraw the tender in to and or award the contract / order in full or part to more than one Supplier / contractor 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.
<b>A170</b>		<b>BANK GUARANTEE / INSURANCE COVER FOR FREE ISSUE MATERIAL</b>
	A171	The Bidder / Supplier / Contractor shall furnish Bank Guarantee / insurance Cover equivalent to the value of materials supplied by MDL free of cost valid up to the execution of the contract / delivery of material, inspected / accepted and receipt at MDL together with the material reconciliation statement whichever is later.
<b>A180</b>		<b>BIDDER'S RESPONSE IN CASE OF NO PARTICIPATION</b>
	A181	The Sub-contractor / Supplier / Supplier shall inform the Purchaser in advance in case he is unable to participate in the tender for whatsoever reason. Failure to comply with this will be viewed seriously and consecutive three failures on the part of Sub-contractor / Supplier / Supplier to do so is liable for disqualification / debarring of the Sub-contractor / Supplier / Supplier from all future tender enquiries and or delisting from the list of 'Approved Registered Suppliers
<b>A190</b>		<b>FACILITY PROVISION (Applicable only for Services)</b>
	A191	The Purchaser would consider providing facilities like - compressed air at one point, crange facility for handling heavy loads for lowering onto the ship and water intended for use by the Contractor / Bidder for execution of contract for working within the Purchaser's premises at no extra cost to the Contractor / Bidder. Industrial gases, electrical power, office space / RU store facility may be provided at one point only if possible and available and on chargeable basis if so desired by the Contractor / Bidder. The contractor / Bidder shall make his own arrangements for fixing necessary fittings, wires, welding machines, transformer, etc for power, connecting lines, storage etc for water and necessary fittings, pipes, breaker, hoses etc for compressed air.
<b>A200</b>	A201	In cases of withdrawal of bid or bidder have modified/amended, impairs or derogates from the tender during validity period or during any extension granted thereof, non-acceptance of agreed conditions of Technical and or Commercial and or Price Negotiations, non-submission of the security deposit and / or non-acceptance of the order, such bidders may be disqualified/debarred from bidding against Mazagon dock shipbuilders Limited tenders for a period of one year from date of notification.





**Enclosure to Tender Enquiry: Part 'A': Tender Terms and Conditions**  
**Tender No. 250000110**  
**Services: Outsourcing Hiring of Hull, Engineering, Electrical and**  
**Miscellaneous Services for MV Kalpana**

**Annexure G**

**PROFORMA BANK GUARANTEE FOR SECURITY DEPOSIT**

(ILLUSTRATIVE FORMAT)

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

IN CONSIDERATION OF MAZAGON DOCK SHIPBUILDERSLIMITED, a company incorporated under the Companies Act 1956 and having its registered office at Dockyard Road, Mumbai 400010 (hereinafter referred to as the "the Purchaser" which expression shall, unless it be repugnant or contrary to the subject or context thereof, be deemed to mean and include its successors and assigns) having placed an order on Messers ..... a partnership firm/sole proprietor business/a company registered under the Companies Act, 1956 having its office at .....(hereinafter called " the Contractor/ Supplier" which expression shall, unless it be repugnant or contrary to the subject or context thereof, be deemed to mean and include its successors and assigns) vide order No..... dated..... (hereinafter called "the order" which expression shall include any amendments/alterations to "the order" issued by "the Purchaser") for the supply , delivery at site, installation and commissioning of certain equipment, item/services/civil works etc. as stated in the said Order and the Purchaser having agreed with the Contractor/Supplier to accept a Bank Guarantee in lieu of Security Deposit payable under the said order for the fulfillment and performance of the said order, We, ..... Bank having office at ..... (hereinafter referred to as "the Bank" which expression shall includes its successors and assigns) hereby agree to pay to the Purchaser without any demur on first demand an amount not exceeding Rs..... (Rupees.....only) being 3% of the order value against any loss or damage, costs, charges and expenses caused to or suffered by the Purchaser by reason of non performance and non-fulfillment or for any breach on the part of the Contractor / Supplier of any of the terms and conditions of the said order.

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

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

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

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

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

7. Notwithstanding anything contained herein above:

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

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



**Enclosure to Tender Enquiry: Part 'A': Tender Terms and Conditions**  
**Tender No. 2500000110**  
**Services: Outsourcing Hiring of Hull, Engineering, Electrical and**  
**Miscellaneous Services for MV Kalpana**

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

For ..... Bank  
(by its constituted attorney)

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



**Enclosure to Tender Enquiry: Part 'A': Tender Terms and Conditions  
Tender No. 2500000110  
Services: Outsourcing Hiring of Hull, Engineering, Electrical and  
Miscellaneous Services for MV Kalpana**

**Annexure H**

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

This declaration must form part of all tenders & it contains general information and serves as a declaration form for all bidders. (Before completing this declaration, bidders must study the General Conditions, Definitions, Govt Directives applicable in respect of Public Procurement No.1, 2 & 3) dtd 23 Jul 2020 & 24 Jul 2020 on Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017 & prescribed tender conditions).

**DECLARATION BY AUTHORISED SIGNATORY OF THE FIRM**

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

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

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

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

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

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

**DATE:**

**Seal / Stamp of Bidder**



**Enclosure to Tender Enquiry: Part 'A': Tender Terms and Conditions  
Tender No. 250000110  
Services: Outsourcing Hiring of Hull, Engineering, Electrical and  
Miscellaneous Services for MV Kalpana**

**Annexure I**

**DECLARATION CERTIFICATE FOR LOCAL CONTENT**

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

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

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

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

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

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

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

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

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

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

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

1) PPP MSE Order 2012  (Applicable for MSE manufacturers)

2) PPP MII 2017  (Applicable for Class I suppliers as well as MSE manufacturers)

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

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



**Enclosure to Tender Enquiry: Part 'A': Tender Terms and Conditions**  
**Tender No. 250000110**  
**Services: Outsourcing Hiring of Hull, Engineering, Electrical and**  
**Miscellaneous Services for MV Kalpana**

Tender Item Sr No	Local content calculated as above %	Location of local value addition (Location shall be the specified as name of city or district, etc. Location as name of country will be considered as ambiguous and such bids shall be rejected)

Attach separate sheet duly signed if the space 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 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. 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**



**Enclosure to Tender Enquiry: Part 'A': Tender Terms and Conditions  
Tender No. 2500000110  
Services: Outsourcing Hiring of Hull, Engineering, Electrical and  
Miscellaneous Services for MV Kalpana**

**Annexure J**

**ACTUAL LOCAL CONTENT CERTIFICATE**

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

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

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

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

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

- (a) The facts contained herein are within my own personal knowledge.
- (b) My/our company has 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	Declaration 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.

(h) 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**



**Enclosure to Tender Enquiry: Part 'A': Tender Terms and Conditions**  
**Tender No. 250000110**  
**Services: Outsourcing Hiring of Hull, Engineering, Electrical and**  
**Miscellaneous Services for MV Kalpana**

**Annexure K**

**PROFORMA BANK GUARANTEE FOR PERFORMANCE**

(ILLUSTRATIVE FORMAT)

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

IN CONSIDERATION OF MAZAGON DOCKSHIPBUILDERS LIMITED, a company incorporated under the Companies Act 1956 and having its registered office at Dockyard Road, Mumbai 400010 (hereinafter referred to as the "the Purchaser" which expression shall, unless it be repugnant or contrary to the subject or context thereof, be deemed to mean and include its successors and assigns) having placed an order on Messers ..... a partnership firm/sole proprietor business/a company registered under the Companies Act, 1956 having its Registered office at .....(hereinafter called the Contractor/ Supplier which expression shall, unless it be repugnant or contrary to the subject or context thereof, be deemed to mean and include its successors and assigns) vide order No..... dated..... (hereinafter called "the order" which expression shall include any amendments/alterations to "the order" issued by "the Purchaser") for the supply , delivery at site, installation and commissioning of certain equipment, item/services/civil works etc. as stated in the said Order and the Purchaser having agreed that the Contractor / Supplier shall furnish a security for the performance of the Contractor's / Supplier's obligations and/or discharge of the Contractor's / Supplier's liability in connection with the said order and the Purchaser having agreed with the Contractor/Supplier to accept a performance guarantee, We, ..... Bank having office at ..... (hereinafter referred to as "the Bank" which expression shall include its successors and assigns) hereby agree to pay to the Purchaser without any demur on first demand an amount not exceeding Rs..... (Rupees.....only) being 3% of the order value against any loss or damage, costs, charges and expenses caused to or suffered by the Purchaser by reason of non-performance and non-fulfilment or for any breach on the part of the Contractor / Supplier of any of the terms and conditions of the said order.

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

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

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

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

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

7. Notwithstanding anything contained herein above:

- i) Our liability under this guarantee shall not exceed Rs.....
- ii) This Bank Guarantee shall be valid upto and including .....; and



**Enclosure to Tender Enquiry: Part 'A': Tender Terms and Conditions**  
**Tender No. 250000110**  
**Services: Outsourcing Hiring of Hull, Engineering, Electrical and**  
**Miscellaneous Services for MV Kalpana**

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

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

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

For ..... Bank  
(by its constituted attorney)

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