



MAZAGON DOCK SHIPBUILDERS LIMITED  
(A Govt. of India Undertaking)  
Dockyard Road, Mazagaon, Mumbai-400 010, INDIA.  
Certified to ISO 9001 : 2008 For Shipbuilding Division  
CIN:U35100MH1934GOI002079

**OUTSOURCING  
DEPARTMENT  
WEB TENDER**

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Ref No. **Tender No.6000000865 /RFQ No.2110001091 dated 19.06.2017 ,Closing Date 05.07.2017, 15.00 Hours**

Biennial rate contract for load test certification of Lifting Beams/ Jigs/ Monkey Bracket.

**MAZAGON DOCK LIMITED** invites competitive bids from reputed Bidders / Suppliers in TWO BID SYSTEM (Part-I Techno Commercial Bid and Part-II Price Bid) for the following Scope of Work / Supplies, terms and conditions:

**1. Description of Work / Supplies / Services:** Biennial rate contract for load test certification of Lifting Beams/ Jigs/ Monkey Bracket.

The detailed scope of work is under :

- a) The lifting beam/jig/brackets load testing activity will be done by MDL at East Yard.It will be informed to firm one day before the load testing day for witnessing the test.
- b) The Lifting beam/jig/ brackets are to be tested as per Directorate of industrial safety & Health 1963 & Form-11 duly certified by govt. authorized competent person to be submitted for each items by the firm.
- c) Certificate issued to be valid for one year from the date of issue of certificate.

**2. Pre-qualification Criteria:**

- 2.a. Shop & Establishment Certificate to be submitted.
- 2.b. Bidders should submit a copy of Orders/ Jobs of similar nature completed during last 3 years ending 31.05.2017.
- 2.c. Valid copy of certificate issued by DISH to Competent Person to witness & Issue the Load Testing Certificate.

**3. Validity Period:** Bids / Offers shall have the validity period of 120 **Days** from the tender closing date.

**4. Submission of offer in Two-Bid System:** Offers must be submitted in a sealed envelope super scribing the tender no., due date and time, addressed to General Manager, (Outsourcing) 6 th floor, Service Block Building, North Yard, Mazagon Dock Ltd. The offer must be submitted in two parts, Part - I (Techno-Commercial Bid) & Part II (Price Bid)

**Part-I Techno-Commercial Bid:** This part should contain the following:

i	Acceptance on clauses of Tender Enquiry (TEF), General Terms & Conditions (GT&C), Standard Terms & Conditions (STACs) in the Prescribed Formats stating -Accepted OR Deviation as applicable for each of the clause.
ii	Deviation sheet in case of any deviations from Terms, Conditions specified in the Standard Terms and Conditions, Tender Enquiry & General Terms & Conditions shall be uploaded online.

iii	Any deviation with respect to Technical requirement shall be indicated by the bidder.
iv	A copy of Valid Service Tax registration certificate./GST Registration Certificate
v	Price schedule BLANKING the PRICES but clearly indicating 'QUOTED / UNQUOTED', also indicating the % of actual taxes/ duties applicable, in the prescribed format <b>Enclosure-2</b> .
vi	Bidders / Vendors should submit documents as per <b>Para 2 in Part-A</b> of the tender.
vii	A copy of valid Registration or Approval certificates in case of Bidderø/ firms registered with MDL/ NSIC/ Micro or Small Enterprises/Industries.
viii	A copy of Vendor Declaration in bidderø letterhead as per the format at <b>Enclosure-3</b> .
ix	A copy of duly filled RTGS/NEFT as per <b>Enclosure-2</b>

**Note:**

i) MDL has a right to verify / cross verification of authenticity of the scanned documents with respect to original submitted against this tender.

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

iii) The bidder is required to compulsorily select 'ACCEPTED' or 'DEVIATION' from Para no. / Clause no. of TEF/STACS/GT&C (as applicable). In case 'DEVIATION' is selected against a particular Para no. /Clause no., it would be mandatory to explain the deviation proposed by the bidder in the adjoining text field. Any deviation (s) mentioned elsewhere in the Offer/Bid, other than in the said forms, will not be considered.

iv) Blank Rate Sheet form is required to be filled-up by the bidder by selecting 'QUOTED' or 'NOT QUOTED' depending upon whether the bidder has quoted for the particular Service / Item tendered. Therein, the bidder is also required to specify the Taxes & duties (if any) quoted & the rate of the Taxes/Duties.

**Part-II Price Bid:** In this part bidders are requested to fill the PRICES for each of the listed items strictly in the prescribed format/ Rate sheet as per **Enclosure-1**. **Offer in any other form will not be considered.**

**5. Bid Rejection Criteria:**

a) Following bids shall be categorically rejected:

- i) The bids received after Tender closing date and time.
- ii) Bidders not quoting for all the items as per Rate Sheet.
- iii. Bidder not submitting copy of order of similar work done and not submitting Valid Competent Person certificate issued by DISH.

b) Following may render the bids liable for Rejection.

- i) Bidderø failure to submit sufficient or complete details for evaluation of the bids within the given period.
- ii) Bids with technical requirements and or terms not acceptable to MDL.
- iii) Validity period indicated by bidders is shorter than that specified in the tender enquiry.

**6. Delivery Period / Completion Schedule:** Two years rate contract from placement of order.

**7. Guarantee/Warranty:** Load Testing Certificate issued should be valid for one year.

**8. Pricing:** Bidder shall quote the prices of all item / service listed in the Rate Sheet of tender enquiry in the prescribed format as per **Enclosure-1** . Above quoted rates should be inclusive of all costs including material, transportation, labor, packing charges, incidental expenses, etc. except (Taxes and duties). However

applicable taxes, duties etc. if any to be indicated separately in the rate sheet. The prices quoted shall remain firm and fixed during the tenure of the order.

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

**9. Loading Criteria:** Deviations sought by the bidder in respect of Payment terms and delivery period shall be loaded on the bidder/s quoted prices during price evaluation by MDL as per MDL Norms. It is desirable that the bidder accepts the Payment Terms indicated by the company in the Tender document. Varied payment terms quoted by bidders as compared to the terms stated in the Tender document shall be normalized by loading the Prime Lending Rate of State Bank of India plus 2% on the quoted price.

**10. Bid Evaluation Criteria:** Technically qualified overall lowest offer (L1 bidder) indicated in the Bid on MDL's tender enquiry will be considered for awarding the contract.

The ranking of the price bid will be done on all inclusive basis including taxes, duties, loading parameters etc as per rate sheet.

**Note:** In case of any discrepancies observed in any Rate Sheets, or against each item and / or in Grand total in the price bid, evaluation would be carried out by arriving on the grand total by considering the unit rate and quantity indicated in Rate sheets.

**11. Terms of Payment:**

a) Payment will be made through NEFT/RTGS/ECS within 25 to 30 days on submission of bills in triplicate to Invoice Receipt Section along with work completion certificate (SAP Service Entry Sheet copy) duly signed by Chief Manager or officer of above level of EY-Hull Department.

b) No advance will be paid in any manner against the Contract.

**12. Taxes & Duties:** - Bidder shall quote applicable taxes and duties separately in the rate sheet at Enclosure-1. The increase/decrease in the Tax structure which is statutory levy of Govt. during the tenure of contract will be paid / deducted at actual by MDL.

**GST may be indicated along with GST Registration Certificate.**

**13. Inspection:** Quality and quantity of work will be checked and inspected by CM or officer of above level of EY-Hull Dept.

**14. Penalty or Liquidated Damages:** Time is an essence of the contract therefore the job, as ordered, should be completed on the dates mutually agreed upon in accordance with the delivery schedule. In cases of delay not attributable to MDL beyond the agreed schedule, the Vendor / Contractor shall pay liquidated damages a sum representing 0.5% (Half Percent) per week or part thereof, subject to maximum of 5% of the final Order / Contract value.

**15. SITE VISIT FOR QUOTING:** Prior to submission of your quotation, bidders are requested to visit the site and if any clarification is required bidders may contact **Mr. S.Behera, CM(EY-Hull)** Telephone No. 2376 2652 and submit duly filled Vendor declaration as per format at **Enclosure –3** along with the offer.

**16. 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 EMD shall be forfeited and firm may be given tender holiday including intimation to other PSUs. If the rates quoted are less than MDL estimates by 40% or so and if the difference in rate between L1 and L2 is 30% or more then the firm will have to give additional BG of 20% of the PO value as additional security. Bank charges for this additional BG shall be borne by MDL and reimbursed against proof of payment.

**17. Hindrance Register :**

All hindrances with date of occurrences and removal shall be noted in the Hindrance Register. The Hindrance Register shall be signed by the reps of both MDL as well as Contractor.

**18.** Bidder shall abide by all General Terms & Conditions (GT&C) & Standard Terms & Conditions of Supply/Services (STACs) and also abide the statutory requirements Official Secret Act 1923(Extract) and the same can be downloaded from MDL Website - [www.mazdock.com](http://www.mazdock.com) **Tenders**

[Shipbuilding Outsourcing -Notification Page](#) . Bidder shall submit TEF, GT&C and STACs acceptance formats as per (Enclosures 4, 5 & 6) contained therein should be properly filled, signed and returned by the bidder along with Techno-Commercial-Price bid.

19. **Modifications to the Bids:** Bidders desirous of submitting modified bids prior to the closing date & time may do so by sending a modification notice by fax, e-mail etc but followed by a signed confirmation copy of their request so as to reach the undersigned not later than the deadline for submission of bids. However it shall be the responsibility of the bidder to ensure that the covers containing modified bids are clearly marked as "Modified / Revised Bid" and deposited in the designated tender box before the tender closing date & time.
20. **Public Grievance Cell:-** A Public Grievance Cell headed by Mr. S.D.Kajawe, GM (F-CA) 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 in Mazdock House building or send their complaints / grievances to him in writing for redress. His Telephone No. is 23782338 or 23762106.
21. **Risk Purchase:** If the 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.  
MDL shall also be at liberty to purchase, manufacture or supply from stock or utilise the services as it deems fit, other articles of the same or similar description to make good such default and/or in the event of the contract being terminated, the balance of the articles of the remaining to be delivered there under. Any excess over the purchase price, cost of manufacture or value of any articles supplied from the stock, as the case may be, over the contract price shall be recoverable from the Bidder / Contractor.
22. **Entry Pass for Contractors and their workmen:** Bidders shall comply with the "MDL Security Procedures laid down in MDL for entry passes in respect of Contractors and their workmen". A copy of same is attached at Enclosure- .
23. **Working on MDL Holidays:** Request for permission for working on Saturday / Sunday / holidays if required, should be submitted 3 working days prior to the date of holiday, to Personnel department and Security through concerned Dept
24. MDL reserves the right to consider placement of Order / Contract in part or in full against the tendered quantity or reject any or all tenders without assigning any reason.

We look forward to receive your most competitive and reasonable offer against this tender.

Yours faithfully,  
For **MAZAGON DOCK LIMITED,**  
CHIEF MANAGER (OUTSOURCING DEPARTMENT)  
(M.S.Khandale)  
022-23763299

Enclosure 01	:	Rate sheet (Illustrative)
Enclosure 02	:	NEFT- Format
Enclosure 03	:	Vendor Declaration Form
Enclosure 04	:	Tender Terms & Conditions Acceptance Form
Enclosure 05	:	Standard Terms & Conditions Acceptance Form
Enclosure 06	:	General Terms & Conditions Acceptance Form
Enclosure 07	:	Standard Terms & Conditions
Enclosure 08	:	General Terms & Conditions
Enclosure 09	:	MDL Security Procedures for Entry Pass

Rate Sheet for Biennial Rate Contract for Load Testing Certification of Lifting Beams/Jigs/Monkey Bracket by Competent Authority

Sr.No.	Item Description	No .of Load Test in 2 years	Unit Rate per Load Test (Rs.)	Total Rs
1	Load Test Certification of Lifting Beam -15 T capacity-Qty 1 No.	02		
2	Load Test Certification of Lifting Beam -40 T capacity-Qty 3 Nos	06		
3	Load Test Certification of Lifting Beam -180 T capacity-Qty 2 Nos.	04		
4	Load Test Certification of Monkey Bracket -60 T capacity-Qty 2 Nos.	04		
5	Load Test Certification of Monkey Bracket -90 T capacity-Qty 4 Nos.	08		
		Total Value Rs excluding Tax		
6	Applicable Tax %			
7		Total Value Rs. including Tax		

**MAZAGON DOCK LIMITED  
DOCKYARD ROAD,  
MUMBAI – 400 010**

**RTGS / NEFT – Mandate Authorization Form**

1.	VENDOR NAME	:	
2.	PAN No.	:	
3.	VENDOR ADDRESS	:	
4.	VENDOR'S TELEPHONE	:	
5.	E-MAIL ADDRESS	:	
6.	BANK NAME	:	
7.	BANK ADDRESS	:	
8.	ACCOUNT NO.	:	
9.	ACCOUNT TYPE	:	
10.	NEFT CODE	:	
11.	RTGS CODE	:	
12.	MICR NO	:	
13.	VAT NO.	:	
14.	CST NO.	:	
15.	EXCISE NO.	:	
16.	SERVICE TAX NO.	:	

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

**Date**                      **Suppliers Seal**                      **Authorized Signature of the suppliers**

**Certified that the particular as per Serial No. 1 & 6 to 12 are correct as per our records.**

**Date**                      **Bank's Stamp**                      **Authorized Signatories of Bank Officers**

<p><b>Note:</b> The Mandate form duly completed in supplier's letter head may be furnished to the Treasury Section</p>
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**VENDOR DECLARATION**

**Sub:** Biennial Rate Contract for Load Testing Certification of Lifting Beams/Jigs/Monkey Bracket by  
Competent Authority

We have understood the Scope of Work and requirement given in the tender. We also confirm herewith that our quoted price/rates are in line with the scope of work of the tender.

**M/s.....**

**SIGNATURE.....**

**NAME.....**

**DESIGNATION**

**STAMP**

**DATE:**

**TEF ACCEPTANCE FORMAT**

To,  
MAZAGON DOCK LIMITED  
OUTSOURCING DEPARTMENT.

TEF CLAUSE No.	BIDDER'S REMARK	TEF CLAUSE No.	BIDDER'S REMARK	TEF CLAUSE No.	BIDDER'S REMARK
	ACC. / DEV.		ACC. / DEV.		ACC. / DEV.

COMPANY'S NAME & ADDRESS:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

SIGNATURE:

DATE:

NAME:

DESIGNATION:

BIDDER'S COMPANY SEAL:

**NOTES:**

- Bidders should carefully read the Terms & Conditions of the Tender Enquiry Form (TEF) prior to filling up this acceptance format..
- This format should be properly filled, signed and returned by the bidder(s) alongwith their technical offer for considering their Bid.
- Bidder(s) should indicate 'ACC' for Accepted, 'DEV' for Deviation Taken for each clause number in the above table.
- Bidder(s) to attach Separate Sheet indicating all relevant details such as Number & description of the Clause, Reasons for Deviation and Alternative suggested for any deviations taken by them.
- Clause numbers shown in the above format also includes the sub-clauses under these clauses.



STACS ACCEPTANCE FORMAT

To,  
MAZAGON DOCK LIMITED  
OUTSOURCING DEPARTMENT

STACS CLAUSE No.	BIDDER'S REMARK	STACS CLAUSE No.	BIDDER'S REMARK	STACS CLAUSE No.	BIDDER'S REMARK
	ACC./ DEV		ACC./ DEV		ACC./ DEV

COMPANY'S NAME & ADDRESS:

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

\_\_\_\_\_  
DESIGNATION:

SIGNATURE:

NAME:

BIDDER'S COMPANY SEAL:

NOTES:

- Bidder(s) should carefully read the Standard Terms & Conditions (STACS) included in the tender prior to filling up this acceptance format.
- This format should be properly filled, signed and returned by the bidder(s) along with their technical offer for considering their Bid.
- Bidder(s) should indicate 'ACC' for Accepted, 'DEV' for Deviation Taken for each clause number in the above table.
- Bidder(s) to attach Separate Sheet indicating all relevant details such as Number & Description of the Clause, Reasons for Deviation and Alternative suggested for any deviations taken by them.
- STACS clause numbers shown in the above format also includes the sub-clauses under these clauses.

**ACCEPTANCE FORM FOR GENERAL TERMS AND CONDITIONS**

To,  
 MAZAGON DOCK LIMITED  
 OUTSOURCING DEPARTMENT

GT & C CLAUSE No.	BIDDER'S REMARK	GT & C CLAUSE No.	BIDDER'S REMARK	GT & C CLAUSE No.	BIDDER'S REMARK
	ACC. / DEV.		ACC. / DEV.		ACC. / DEV.

COMPANY'S NAME & ADDRESS:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

SIGNATURE:

**DATE:**

NAME:

DESIGNATION:

BIDDER'S COMPANY SEAL:

**NOTES:**

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

**STANDARD TERMS AND CONDITIONS (STACS) (FOR SERVICES)**

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

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

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

**120 GENERAL**

121. UNLESS OTHERWISE INDICATED SPECIFICALLY BY THE BIDDER / CONTRACTOR IN HIS BID, IT SHALL BE CONSTRUED AS HIS ACCEPTANCE OF ALL THE CONDITIONS MENTIONED IN THIS STACS.

**200 COMMUNICATION & LANGUAGE FOR DOCUMENTATION**

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

**210. PURCHASER'S PROPERTY.**

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

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

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

**220. RISK PURCHASE**

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

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

**230. RECOVERY-ADJUSTMENT PROVISIONS:**

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

**240. ADDITIONAL BANK GUARANTEE**

241. 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 EMD shall be forfeited and firm may be given tender holiday including intimation to other PSUs. If the rates quoted are less than MDL estimates by 40% or so and if the difference in rate between L1 and L2 is 30% or more then the firm will have to give additional BG of 20% of the PO value as additional security. Bank charges for this additional BG shall be borne by MDL and reimbursed against proof of payment.

**250. INDEMNIFICATION**

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

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

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

**270 SUBCONTRACT & RIGHT OF PURCHASER**

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

**280. PATENTRIGHTS.**

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

**290. Agents / Agency Commission:**

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

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

The seller will also be debarred from participation in any RFQ/Tender for new

1. projects/program with Buyer for a minimum period of five years.

The buyer will also have a right to consider cancellation of the Contract either wholly or in part, without any entitlement or compensation to the Seller who shall in such event be liable to refund all payments made by the buyer in terms of the Contract along with interest at the

rate of 2% per annum above LIBOR (London Inter Bank Offer Rate) (for foreign vendors) and base rate of SBI plus 2% (for Indian Vendors).

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

**300. USE OF UNDUE INFLUENCE / CORRUPT PRACTICES:**

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

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

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

**310. IMMUNITY OF GOVERNMENT OF INDIA. (APPLICABLE ONLY FOR ORDERS / CONTRACTS WITH USA / OTHER FOREIGN COMPANIES**

311. It is expressly understood and agreed by and between M/s. (Contractor / Bidder / Supplier) and Mazagon Dock 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 (Contractor / Bidder) 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, (Contractor / Bidder) 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.

**320. EXPORT LICENCE**

321. The export licenses that may be required for delivery of the various items / equipment /

services to MDL shall be arranged by the bidder from the concerned authorities in their country without any time & cost implications on the Purchaser.

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

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

**340. DUTY OF PERSONNEL OF SUPPLIER / SUPPLIER**

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

**350. DISPUTE RESOLUTION MECHANISM AND ARBITRATION**

**351. DISPUTE RESOLUTION MECHANISM (DRM)**

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

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

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

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

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

**352. ARBITRATION.**

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

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

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

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

**360. JURISDICTION OF COURTS**

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

**370. CONTRACT LABOUR (REGULATION & ABOLITION) ACT 1970**

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

demanded by the concerned authorities of Purchaser.

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

i. Pay in time, on or before 7th of every succeeding month not less than the prescribed minimum wages (as stipulated under item V (a) or V (b) of the Form VI prescribed Under Rule (25) 1 of the Act as applicable.

ii. Disburse Wages in respect of workers working on Purchaser's jobs inside the premises under the supervision of nominated representative of the Purchaser.

iii. Production of Wage / Attendance Register along with E. S. I. & P. F. Statements to Corporate Personnel Department (from 8th to 15th of every succeeding month) for verification of the same as required under the Contract Labour (Regulation and Abolition) Act 1970.

iv. Forwarding to the respective Divisional Personnel Department a list of deductions and contributions duly effected from the salary / wages on Contract Labour engaged on Purchaser's jobs in respect of Employees' Provident Fund, Employees' Family Pension Fund and Employees' State Insurance Scheme, with reasons for non-deduction, if any, duly clarified by passing suitable remarks against the name of concerned employee on the list.

v. Comply with all the statutory regulations and requirements concerned with employment of contract labour on Purchaser's jobs and shall follow all orders / decisions of the Government in this respect. Contractor / Bidder shall furnish all the statutory half yearly returns / six monthly statements concerning with such contract labour to the Licensing Executive in Form No. XXIV as per Rule 82 (1) of Contract Labour (Regulation & Abolition) Act 1970 and also forward a copy of these with necessary statistical information of manpower employed to the Corporate Personnel Department.

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

### **380. MINIMUM WAGES ACT**

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

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

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

### **390. Bonus Act**

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

### **400. Factories Act**

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

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

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

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

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

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

ii. under the Family Pension Scheme, and

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

concerned Statutory authorities and obtaining Code Numbers / Account Numbers.

Contractor / Bidder shall remit employees' and employers' contributions directly to the concerned authorities along with Inspection and Administrative Charges as per relevant provisions of the concerned Acts and Schemes made there under within 15 days from the close of every month. The Contractor / Bidder must submit copies of P. F. dues payment challans, copy of Form No. 12 (A), copy of form No. 6 (A) (Annually) & copies of Muster Roll of their workmen every month to Corporate Personnel Department before renewal of passes for entry into the yard. The Contractor / Bidder must also attend to P. F. Inspections by concerned authorities and submit copy of the Inspection Report.

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

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

#### **420. Employees' State Insurance Act**

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

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

#### **430. SAFETY:**

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

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

#### **440. POLICE VERIFICATION OF EMPLOYEES**

441. Contractor / Bidder shall have to produce and submit to the Chief Security Executive of Purchaser, verification through Mumbai Police of Character and Antecedents of their employees / workers for while working on ships under construction in Purchaser's Yards, for working onboard ships under modernisation / refit / repairs at Mumbai Ports / Naval



Dockyard. Entry passes will not be issued in the absence of Police Verification Report and employees without Police Verification shall not be employed by them in Purchaser's Yard / Mumbai Ports / Naval Dockyard and any lapse on the part of Contractor / Bidder shall be viewed seriously as per applicable laws of the land. Employment of any Foreign National during the contract period would be permitted with prior permission of Purchaser.

**450**

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

**GENERAL TERMS & CONDITIONS (GT&C) FOR ITEMS & SERVICES****A10. ACCEPTANCE OF ORDER / CONTRACT**

A11. With the acceptance of the successful bidder's offer by the purchaser, which is as per the Terms & Conditions of the tender, by means of Order/Contract, the tender is concluded. The Supplier / Subcontractor / Supplier shall, on receipt of the Order/Contract, communicate their unconditional acceptance to the purchaser in the prescribed format immediately within 10 days.

A12. If nothing to the contrary is heard by purchaser within 10 days from the date of placement of order, it will be understood that the order has been accepted by the Bidder/Supplier/Contractor.

A13. Any delay in acknowledging the receipt & acceptance of the Purchase Order/Contract from the specified time limit or any qualification or modification of the purchase order/Contract in its acknowledgment acceptance by the Supplier / Sub-contractor /Supplier shall be termed as breach and would be liable for forfeiture of EMD, Bid Bond, Security deposits etc.

**A50. FORFEITURE OF PERFORMANCE GUARANTEE**

A51. 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.

**A60. SUPPLIES**

A61. 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.

**A70. PROGRESS REPORTING & MONITORING**

A71. 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.

**A80. CANCELLATION OF ORDER**

A81. 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.

A82. 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.

A83. In case of delay beyond agreed period for liquidated damages or 10 weeks 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.

**A100. FREIGHT & INSURANCE.**

A101. **For Indigenous Bidders.** 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 dispatch particulars and their value in time to Purchaser's Insurance Company on the 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.

**A110. TAXES & DUTIES / STATUTORY LEVIES.**

A111. Taxes and duties applicable, if any, shall be regularized by MDL by issuing necessary exemption certificates in respect of procurement for Defence Projects. Bidder shall indicate separately the taxes and duties applicable in their offer. When the items qualify for exemption partly/fully but the supplier did not avail of the same, the amount of taxes and duties on such supplies shall be to supplier's

account. In cases where exemption certificates are not issued for any reason, taxes shall be paid as indicated in the Purchase Order/Contract. Tax deduction at source will be effected wherever applicable (e.g. TDS under Income tax Act, TDS on Works Contract under MVAT Act etc.) from the bills of the Supplier as per statutes. Octroi duty exemption certificate issued by Customer's representative will be provided on Supplier's written intimation with relevant details regarding readiness of items for dispatch. Where payment of Octroi duty is agreed to and stipulated in the Purchase Order / Contract, the same will be reimbursed by Purchaser at actual after receipt of Supplier's bills along with 'Original Octroi paid money receipt' and copy of Form -B's Octroi receipts are to be drawn/issued in the name of -Mazagon Dock Limited's only. Similarly where payment of Custom duty is agreed to and stipulated in the Purchase Order / Contract, the same will be paid by the Purchaser on receipt of supplier's bills along with Custom Certified Duty Paid Challan-Money Receipt in original or carbon copy as relevant. These Challans/ Receipts, Bill of Entry are to be drawn/ issued in the name of -Mazagon Dock Limited's only. Where payment of VAT, is agreed to and stipulated in the Purchase Order / Contract, the same will be paid by the Purchaser. on the basis of Suppliers' TAX INVOICE wherein the VAT TIN Number and declaration in accordance with the provisions of Maharashtra Value Added Tax Act, 2002, is indicated in the Invoice and where payment of Central Sales Tax (CST) is agreed to, the Supplier will be paid CST on the basis of the Invoice indicating particulars of his CST Registration Number and such Invoice should also indicate the VAT TIN Number and CST Number of the Purchaser. Where Central Excise Duty is agreed to be paid by the Purchaser in the Purchase Order/Contract, the Suppliers will be paid Excise Duty claimed in the Invoice on the basis of Central Excise Invoice issued as per Rule 11 indicating the ECC/Excise Registration number to be enclosed along with Commercial Invoice/Tax Invoice. In the case of payment of Service Tax agreed to as per purchase order/contract, the same will be paid on the basis of Tax Invoice indicating the Service Tax Registration number and the category of service for which the contractor/Vendor is registered with the Service Tax Department. A copy of the Service Tax Registration certification will be submitted by the contractor/Vendor as a onetime requirement in support of the Registration number indicated in the Invoices. Based on requirement, the Vendor/contractor may be called upon to produce evidence of validity of the Service Tax Registration at any point of time during the currency of the contract.

**A120. DEMURRAGE**

A121. Storage and Demurrage charges will be payable by the Bidder / Supplier / Contractor for all shipments that reach purchaser without proper dispatch 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.

**A130. # INSPECTION, TESTING.**

A131. The ordered items will be inspected either by Classification Society / Nominated Agency and or by Inspection Officer nominated by Purchaser at stages defined in the tender / Purchase Order or as agreed to be defined subsequently in terms of the Purchase Order.

A132. 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.

A133. 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.

**A140. RECEIPT INSPECTION BY MDL.**

A141. MDL 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.

**A150. REJECTION OF MATERIALS.**

A151. 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.

**A160. # TECHNOLOGICAL DEVELOPMENTS / MODIFICATIONS**

A162. 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.

A163. Where the whole or a portion of the equipment has been specifically developed by the 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.

A164. 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.

A165. 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.

**A170 PURCHASER'S RIGHT TO ACCEPT ANY BID, PART OF BID AND TO REJECT ANY OR ALL BIDS.**

A171. The Purchaser reserves the right to accept and or reject any or all tenders and or to withdraw the tender in to 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.

**A190 BIDDER'S RESPONSE IN CASE OF NO PARTICIPATION**

A191 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.

**Procedure for Issue of Entry Passes to Casual Indian Visitors, Foreign Visitors and Subcontractors for entering the premises of MDL.**

**Important Note:**

*Procedure / guidelines promulgated herewith are subject to changes as and when required on instructions of Government or when necessitated.*

***MDL reserves the right of change.***

I. Procedure incorporated below deals with various aspects of Entry process in MDL.

1. Casual Indian Visitors.
2. Casual Foreign Visitors.
3. Regular Foreign Visitors.
4. Representatives of Various Govt. Organizations and Vendors / Regular suppliers.
5. Sub-contract Labourers.
6. Designated Gates for Entry / Exit with timings.
7. Late Working & Holiday working.
8. Material Movement.
9. Renewal of Passes.
10. Loss of Passes.
11. Charges/Penalty for Issue/Renewal of Entry Passes:
12. Return of Passes.
13. Use of Mobile Phones without Camera.

**1. Casual Indian Visitors:**

All casual indian visitors such as suppliers, vendors, reps. of various agencies etc.visiting MDL are issued with computerised Visitors Photo Pass from MDL Security Reception Centre on receipt of prior intimation through MDL Intranet from concerned Departmental officers, on a day-to-day basis.

**2. Casual Foreign Visitors:**

All casual foreign visitors are issued with computerised Visitors Photo Pass from MDL Security Reception Centre on receipt of prior intimation through MDL Intranet from the concerned HODs on verification of documents such as passport, valid visa etc.  
The foreigners are also required to fill-up the details as per the format enclosed at Anneuxre-1 before commencement of the visit.

**Note:-**

- i) The authority for issuing Entry Passes to all type of Visitors including Sub-contract labour rests with CSO, MDL.
- ii) It is mandatory for all Visitors display the Visitors Identification Badge while in MDL premises.
- iii) It is also mandatory for all Visitors to return the Visitors Identification Badge along with the Visitors Pass to Reception Centre after obtaining the signature and stamp on the Visitors Pass of the officer visited, before leaving the Yard.

**3. Regular Foreign Visitors:**

All foreign visitors visiting MDL and require to work on various projects for a short / long duration are required to adhere to the following procedure for issue of Photo Entry Pass.

- a) Letter of recommendation from concerned Project Superintendent / HOD along with prescribed format enclosed at Annexure - 2 and copy of clearance from MOD / NHQ, is required to be submitted to CSO, MDL.
- b) Foreigners are to submit passport & visa for verification along with 2 xerox copies of the same and 2 passport size photograph with white background.

c) On completion of above formalities, Photo Pass will be issued to the foreigners by OIC, Pass Issue Cell on the basis of visa validity or as per the recommendations by the Project Superintendent / HOD.

#### **4. Reprs. of Various Govt. Organization and Vendors / Regular Suppliers.**

The following procedure to be followed for issue of Photo Entry Passes to the employees of various Government & Semi-government organizations and Vendors / Regular Suppliers.

a) Application forms for issue of Photo Passes to be submitted to OIC, Pass Issue Cell with recommendation from HOD along with 2 passport size photographs with white back ground and h copy of LOI / Work Order.

b) Applicant is also required to submit an Undertakig on their Compnay's letter-head as per the Format enclosed at Annexure-3 to be endorsed by the concerned HOD.

c) Ater due verification of application forms and documents, the Photo Entry Passes will be issued for a period of 3 months by OIC, Pass Issue Cell.

Note:- i) As regards Vendors / RegularSuppliers, it is mandatory to submit Police Verification Reports from concerned police authorities along with their application.

ii)However, in case of Consultants, Govt. Auditors, Surveyors, OEM (Original Equipment Manufacturers), PSU Employees, State & Central Govt. employees, Faculties of Educational Institutions, they will be considered for issue of Entry Passes on production of valid Identity Card issued by their employers.

#### **5. Sub-Contract Labourers:**

(a) Pre-requisites:

The contractor has to fulfill statutory obligations towards Provident Fund (PF), ESIC (ESI), Labour Licence and all Labour Laws as applicable and amended from time to time. In addition, contractor has to get all his employees verified by Police Authorities as mentioned at Sl.5 (e).

(b) ESI.

All employees of the contractor must have their own ESIC Registration Code Number and individual ESIC A/C. No. of the labourers. In case of newly joined employees, contractor has to fill-up a RDF Form, sample attached at Annexure-4 and ESIC Declaration Form, sample attached at Annexure -5 and submit it to ESIC's local office and obtain their acknowledgement on the copy of RDF Form before deploying the labourers. The above mentioned blank forms are also available with our Labour Consultant's office, situated in South Yard near Scindia Bldg.EPABX Tel. No.3441. In case contractors do not have their own ESI Code No., as a special case they may be allowed to use MDL ESI Code No. against a written request, for recovery of contributions. However, this facility may be allowed only for a period of 30 days, by which time the contractor must obtain his own ESI Code No. In such cases, contractor may collect the Forms from our Consultant's office, fill it up and then get them signed by the concerned officer of MDL Corporate Personnel Dept. situaqted on the second floor of Mazdock House, having EPABX Tel No.3121. Then the contractor has to submit these forms to ESIC's local office and obtain acknowledgement which needs to be attached with Labour Challan, sample attached at Annexure - 6. The timings of Labour Consultant's office and the concerned Officer of Corporate Personnel Dept. are as below:

Labour Consultant's office :

0930 hrs. to 1230 hrs. & 1330 hrs. to 1630 hrs. on all Working days, except the holidays.

Office of Corporate :

1030 hrs. to 1130 hrs. & 1430 hrs. to 1530 hrs. on Personnel Dept. all working days, except holidays. In case of Non-availability of the concerned officer, AGM (CR-P&IR) may be contacted on Phone No.23714909.

Note:- In case contractor's employees are out of ESI Coverage, they are required to be covered under a Group Insurance Policy linked with Workmen's Compensation.

(c) Provident Fund (PF):

The contractor is required to have his own PF Code No. and fulfill all obligations under the Provident Fund Act. As a very special case, where contractor does not have a PF Code No., he may be allowed against a written request to use MDL PF Code No. In any case this facility will not be extended to the contractor for more than 30 days by which time he should obtain his own PF Code No.

(d) Labour Licence:

Contractor deploying 20 or more employees to execute an Order will have to obtain Labour Licence from the Office of the Labour Commissioner situated at Sion, Mumbai. He has to get Labour Licence for the no. of employees deployed.

Address of the Labour Commissioner is given below:

Labour Officer,  
Office of the Labour Commissioner,  
Shram Raksha Bhavan, Sion,  
Mumbai - 400 022.

(e) Police Verification:

Contractors are required to get their employees police verified from the concerned police authorities of the respective zones depending upon the place of residence of the employee. Relevant address of Police Commissionerate Offices are as given below:

Mumbai Zone : Commissioner of Police, SB-1, G Branch,  
Gymnasium Road, Mumbai-400 001.  
Tel. No.22620347.

Thane City : Commissioner of Police, Court Naka,  
Old Police Lane, Thane (W).  
Tel. No.25349008.  
Thane Rural : Superintendent of Police, Thane Rural,  
Court Naka, Thane(W).  
Tel. No.25343223.

Navi Mumbai Zone : Commissioner of Police,  
Sector - 10, CBD, Belapur,  
Navi Mumbai.  
Tel. No.27572209.

The contractor has to make an application on Contractor's letter-head to the concerned office for Police Verification Report (PVR), attaching personal particulars of each employee, in the prescribed form, to be obtained from respective zonal offices given above. A copy of sample format is enclosed at Annexure-7. The sub-contractor has to fulfill the requirement of documents mentioned on the personal particular form. It normally takes one month time to get the Police Verification done from the Police Department. However, an acknowledgement slip of submitting the application, issued by the Police Department will be useful for getting Entry Passes for the first month from MDL.

(f) Various Stages of General Procedure:

i) The contractor has to fill up Labour Challan and it should be attached with LOI or Work Order issued by MDL. Efforts are in hand to put up these forms on MDL Website which can be downloaded by the contractor. Blank forms are also available with MDL Labour Consultant's office.

ii) Contractor has to get these forms endorsed by the relevant Commercial Department confirming that the contract is in force.

iii) Contractor has to submit these forms to Labour Consultant's office for scrutiny and endorsement.

iv) The forms subsequently are to be submitted to CM (CR-P&IR), MDL, during the timings mentioned above, whose endorsement will be obtained immediately. In case of any difficulty, AGM (CR-P&IR) is to be contacted.

vi) The contractor has to then approach OIC, Pass Issue Cell, situated in the ground floor of Scindia House, South Yard between 0930 hrs. to 1030 hours and 1400 to 1500 hours. Contractor has to submit the Labour Challan along with two passport size photographs (with white background) of each employee & police verification report of all his employees or the Acknowledgement slip issued by the Police Dept.

viii) On satisfying the above prescribed conditions by the contractor, the contractor has to fill up a Register maintained by Pass Issue Cell and collect blank passes, on written request, duly recommended by respective Commercial Dept. The contractor has to fill up the blank passes and get it signed by OIC, Pass Issue Cell.

ix) In case Police Verification Report is not there, OIC, Pass Issue Cell will carry out interviews between 0930 to 1030 hours on all working days and verify one of the following documents for the authenticity of individual contract labour.

- a) Ration Card.
- b) School Leaving Certificate.
- c) Election Card or
- d) Driving Licence or
- e) Photo Identity Card issued by State / Central / Education Institution etc.
- f) PAN Card.

x) Before appearing for interview, contractor has to give an undertaking in the Undertaking Format, copy enclosed at Annexure - 3, for the employees who do not have PVR. This Declaration Form is to be endorsed by the concerned Commercial Department and also to be supported by an acknowledgement Slip of application made for PVR. After interview, if an employee is found to be suitable, he will be cleared for issue of Entry Pass.

xi) Contractors are advised to simultaneously take action on PVR, ESI & PF to save time. It is intended that the formalities with Labour Consultant's Office and Corporate Personnel Department will be completed in a day and formalities at Pass Issue Cell of Security Dept. will be completed in a day.

xii) A day's Visitor Pass will be issued for new Sub-contract Labourers by CSO on the recommendation of Commercial Department for carrying out the formalities at the offices of Labour Consultant's office and CR - P&IR.

xiii) Sub-contractor Labours who are having PVR, need not be present in person while rep. of contractor goes to Pass Issue Cell. Sub-contract labours who are not having PVR have to remain present as they have to be interviewed.

Note:-

Sub-contract labours who do not have PVR, will initially issued Entry Passes for a maximum period of one month to facilitate them to complete PVR formalities on production of receipt from police authorities for having submitted the documents for police verification. In case of adverse remarks from the Police Department, Entry Passes issued will be withdrawn immediately. In case of any difficulty in issue of Entry Passes from Pass Issue Cell, Chief Security Officer (EPABX Phone 3850) is to be contacted. Contractors are issued Entry Passes of 'Green' colour for all Yards other than East Yard. 'Yellow' colour Entry Passes are issued for East Yard. A person holding Entry Pass of East Yard is permitted to work in all other Yards of MDL but not vice-versa.

xiv) Issue of Entry Passes to the employees of contractor for a short period of 10 days or less:



Any contractor(s) having MDL Contract work of '10 days or less' are required to comply with ESIC / PF formalities and for such contractor employees, no Police Verification Report (PVR) is required. However, Undertaking on Letterhead is necessary. The Entry Passes of such subcontractors employees are stamped as "Non-Police Verified". For such non-police verified contractor employees, Site Engineer / Supervisor of the contractor is required to escort their employees to the work site and escort them at the end of the day. At the end of the day, the Site Engineer / Supervisor of the contractor has to collect the Passes from their employees and deposit the same with the duty security staff in the Pass Issue Cell. If the contractor labour are not covered under ESIC Act, then they are required to produce Group Insurance Policy linked with Workmen's Compensation.

#### **6. Designated Gates for Entry / Exit with Timings:**

With a view to streamline the entry / exit of personnel of different categories to different yards in MDL, Wicket Gates have been earmarked as given below:

North Yard:

Wicket Gate No.NY/4 : Visitors, Vendors, Casual Visitors, Foreigners, Proprietors, OEM rep. / Consultant etc. Wicket Gate No.NY/13 : Sub-contract labourers.

South Yard:

Wicket Gate No.SY/2 : For MDL Officers, Staff, Visitors, Vendors, Casual Visitors, Foreigners, Proprietors, OEM Rep/Consultant etc. Wicket Gate No.SY/9 : Sub-contract labourers.

East Yard:

Wicket Gate No.EY/1 : For MDL Officers, Staff, Operatives, Visitors, Vendors, Casual Visitors, Foreigners, Proprietors, OEM Rep/Consultant etc. Wicket Gate No.EY/2 : Sub-contract labourers.

Alcock Yard:

Wicket Gate No.AY/7 : For MDL officers, staff, Visitors, Vendors, Casual Visitors, Foreigners, Proprietors, OEM Rep/Consultant etc.

#### **7. Late Working & Holiday Working:**

The following procedure is to be adhered to for extended working hours, night working, Saturdays / Sundays & Holidays.

i) Normal working timings for contractors workers is from 0700 to 1830 hours. Any contractor desire to deploy their workmen beyond their working hours, due to emergency, the requirement is to be endorsed for such working by HODs of User Department in the prescribed enclosure at Annexure - 8.

ii) If the contractor is required to employ their workmen on Saturdays, Sundays & General Holidays, they have to make an application in the prescribed format as enclosed at Annexure-9 with recommendation from concerned HOD and in case of Sundays/Holidays, request has to be sent to Corporate Personnel Department two days in advance.

iii) For all such extended working hours, the concerned contractor has to obtain permission from Sr.Commandant, CISF / Chief Security Officer, MDL, respectively.

#### **8. Material Movement:**

The contractors who are required to bring in their vehicles for delivery / collection of stores, due to emergency of work beyond 1830 hours, are required to obtain the recommendation from HODs of the User Department and subsequently permission will be granted by Commandant, CISF / CSO, MDL for their respective Yards..

#### **9. Renewal of Passes:**

The following procedure is to be adhered to by the contractors for renewal of passes of their employees:

- i) The Entry Passes of contractor employees, working on regular basis, having Police Verification Reports, are renewed on completion of ESIC/PF formalities upto a period of one month.
- ii) The contractor employees who are not police verified and required to work upto 10 days, the Passes of such employees are not renewed any further.
- iii) The passes of reps. of various organizations are renewed on need basis on the recommendation of respective HODs. However, such Entry Passes are renewed upto a maximum period of three months.
- iv) The Entry Passes issued to foreign nationals are renewed subject to verification of documents and recommendations of respective HODs.

#### **10. Loss of Passes:**

The following procedure is to be adhered to by the contractors for loss of passes of their employees:

- i) As soon as contractor employee loses the Entry Pass, he is required to report the loss to the nearest Police Station under whose jurisdiction the Pass is reported to have been lost and obtain a copy of Police Certificate.
- ii) The loss of Pass will then be reported to Chief Security Officer, MDL, along with a letter from the contractor duly recommended by OIC, User Department and original copy of police certificate.
- iii) The Entry Pass will be issued to the contractor employee after due verification of the Labour Challan for the particular month.

#### **11. Charges / Penalty for Issue / Renewal of Entry Pass:**

All contractor employees are charged Rs.10/- per Entry Card and on renewal no charges are levied and subsequent reissue of Entry Pass due to loss will be charged Rs.25/- In case of any suspicion exists regarding loss of Pass by the contractor employee, the matter will be investigated by the Chief Security Officer, MDL, to rule out the possibility of any foul play.

#### **12. Return of Passes:**

The following procedure is to be adhered to by the contractors for return of Entry Passes of their employees:

- i) On completion of contract work / period of registration or termination of services of any person employed by the contractor and on expiry of date of any Pass (which is not required for any further renewal), the contractors are required to return all the Passes to the OIC, Pass Issue Cell for cancellation. Failure in this regard will invite action in terms of Indian Official Secrets Act, 1923. The sponsoring authorities are to pursue the concerned contractors to surrender their Passes when these are not needed anymore. The Chief Security Officer, MDL, may take up the matter with Civil Police for retrieval of passes from the defaulting individuals / contractors as and when required.
- ii) It is mandatory for the contractors to obtain NOC from Chief Security Officer, MDL, for having returned all the Entry Passes issued to them for final settlement of the contract.
- iii) Security Deposit of the contractor will not be released unless & until the NOC is produced.

Note: - Transfer / Misuse of MDL Photo Entry Pass is strictly prohibited & shall attract action as per the provisions of Indian Official Secrets Act 1923.

#### **13. Use of Mobile Phone without Camera.**

i) Supervisors, Site In Charge, Engineers of contractors and representatives of various organizations may be permitted to use Mobile Phone without Camera within the MDL premises after obtaining a Mobile Phone permit from OIC, Pass Issue Cell.

ii) Application form for mobile phone permit is to be obtained from Chief Security Officer, MDL, through an application recommended by concerned Commercial Department. These Permit application forms are to be endorsed by concerned HODs (in case of subcontractors, the relevant Commercial Department) and submitted to OIC, Pass Issue Cell, for obtaining Mobile Permit along with mobile phone for inspection..

iii) Unauthorised use of Mobile Phone by any sub-contractors employee shall invite strict action to the extent of canfiscation of mobile phone in addition to the cancellation of Entry Pass. DGM / CSO

Note: Annexures may be collected from OTS/Security/Personnel Dept. of MDL