



MAZAGON DOCK SHIPBUILDERS LIMITED

(Formerly known as Mazagon Dock Ltd.)

CIN : U35100MH1934GOI002079

(A Government of India Undertaking)

Shipbuilders to the Nation

Dockyard Road, Mazagon,

Mumbai 400 010.

INDIA

**SUPPLY, FABRICATION AND INSTALLATION OF
BUILDING NAME SIGNAGE IN STAINLESS
STEEL TO BUILDINGS LOCATED IN MDL
PREMISES, DOCKYARD ROAD, MUMBAI**

VOLUME-II

CONDITIONS OF CONTRACT (CoC)

**Conditions of Contract, Payment Terms and Delivery
Schedules**

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1 वितरण अवधि/समापन अनुसूची / DELIVERY PERIOD/COMPLETION SCHEDULE:

1.1. The entire work shall be completed within a period of **06 (Six) months** which includes monsoon & mobilisation period from date of placement of purchase order or handing over of site whichever is later.

1.2. The Contractor shall prepare monitoring system by way of Bar chart so as to anticipate the critical activity and take remedial action in advance, for timely completion of work, on priority.

2 दोष दायित्व अवधि / DEFECT LIABILITY PERIOD/WARRANTY PERIOD:

2.1. The defect liability period shall be **One Year** from the date of actual completion of entire work.

2.2. Defect Notification Period is 15 days from the last date of Defect Liability period.

2.3. The contractor shall have to rectify any defects noticed in the work either by way of bad material or workmanship during the Defect Liability Period at no extra cost to MDL, on priority.

3 सुरक्षित जमा राशी / SECURITY DEPOSIT:

3.1. Security deposit for the work done shall be recovered as “Retention Money” which shall be deducted @ 10% of the value of work done (excluding secured advance, escalation etc.) from each R.A. Bill subject to a maximum of 5% of contract value.

3.2. Half (50%) the “Retention Money” retained as above shall be refunded to the Contractor on actual completion of the work and the balance 50% will be refunded

on completion of Defects Liability Period, subject to rectification of any defects at no cost to MDL.

- 3.3. In addition to the above, Retention Money @ 5% of the total amount of work done shall be retained from final bill against material warranty(ACP Sheet & SS Material), valid for a period of 5 years from the satisfactory completion of entire work. The same shall be returned on completion of 5 years and shall be interest free.

4 निर्माण सामग्री और उपभोज्य / CONSTRUCTION MATERIALS AND CONSUMABLES:

- 4.1. **Construction Material:** All the materials required for works procured by the Contractor shall be of reputed make and as approved by MDL. The rate shall be inclusive of transportation, storage, security, handling etc.
- 4.2. **Consumables:** All the consumables required for the works including temporary works, allied/ associated job etc shall be procured by the Contractor including transportation, storage, security, handling etc.
- 4.3. **Equipment/Machinery:** The contractor shall make his own arrangement for all equipment and machinery including accessories required for execution of work.
- 4.4. **Power:** Power, if available and required by the Contractor, may be supplied in single phase or three phases, at a single nearby source free of cost. The contractor shall make his own arrangement for electrical fittings, cables/wires, welding transformers, etc. at his own cost.
- 4.5. **Water:** Water, if available, and required by the Contractor, may be supplied by MDL free of cost. However, the contractor shall make his own arrangement for connecting lines, storage etc. at his own cost.

5 भुगतान की शर्तें / TERMS OF PAYMENT:

- 5.1. The payment terms under this contract shall be as under:

5.1.1. **TIME FOR PAYMENT:**

The payment against each R.A bills/ Final bill shall be made between 15 to 20 days of its receipt in MDL along with all the necessary documents viz Joint Measurement sheets, consent on Measurement Book wherever applicable, challans, Tax invoices, Test Reports wherever applicable, Material invoice copy wherever applicable etc.

5.1.2. **FINAL BILL:**

Before submission of the Final bill, the Contractor should sign and submit a "No Claim Certificate" indicating that they do not have any further claim against MDL for the subject Purchase Order except as included in the Final bill.

5.1.3. **MODE OF PAYMENT:**

The payment for work done shall be made through RTGS/NEFT/ECS as per the actual quantities of the work executed by way of running account bills per item basis (R. A. R) on monthly basis. The bills must be submitted in four copies (**1-Original + 3 copies**) along with the joint measurement taken at site with the designated representative of Technical Services. All invoices shall be forwarded with a Covering Note in Firm's Letterhead in the MDL format at **Enclosure-2**.

6 मूल्य एवं कर / PRICES & TAXES:

- 6.1. The rates quoted in the Price Bid (Part II) shall include:

- (i) All expenses viz., transportation, storage, royalties, handling, wastage etc. and all applicable taxes, duties & municipal levies, ESIC, PF etc except Goods & Service Tax.

(ii) **Applicable Goods & Service Tax**, which are to be quoted separately as required in the Price Bid (Part-II).

Price Bids will be evaluated on Total base Price i.e. 6.1 (i) & (ii) above

- 6.2. Bidders shall indicate the extent (in terms of percentage) of Goods & Service Tax, considered in their Price Bid in the 'BLANK PRICE BID' appearing online in Part-I.
- 6.3. Contractor shall not be entitled to any increase in rate of taxes occurring during the period of extended delivery schedule, if there is delay in supply / completion attributed to him. However, if there is a decrease in taxes, the same must be passed on to MDL.
- 6.4. Taxes and other levies shall be deducted at source wherever applicable as per statutes (e. g. Income tax, Goods & Service Tax) from the bills of the Contractor.
- 6.5. Bidders must separately indicate the percentage of Goods & Service Tax. No change, whatsoever shall be allowed to the indicated percentage of taxes after the tender closing date. Further, the indicated percentage of taxes if exceed the applicable percentage as per Government laws then MDL reserves the right to discount such percentage at par with the statutory requirement during price negotiations.
- 6.6. As per the provision made in article 63, Schedule-I, read with section 30, of the Maharashtra Stamp Act (Bombay Act LX of 1958), Stamp duty is payable by the successful Contractor for "works contract" that is to say, a contract for works and labour or services involving transfer of property in goods (whether as goods or in some other form) in its executions. Hence, the successful Contractor to pay Stamp duty of Rs. 500.
- 6.7. **GST Compliance:**
In accordance to Government of India (GOI) guidelines towards implementation of GST w. e. f. 01 July 2017, bidders are informed that all deliveries post 30.06.2017 shall strictly comply to the provisions / requirement / timelines promulgated by the GOI towards GST Act. The provisional GST numbers issued by GOI is mandatorily required for all the participating bidders and same be indicated in their respective offer.
- 6.8. GST as per GST Laws shall be payable extra as quoted and agreed.
- 6.9. In case of purchases of goods/services from unregistered dealers under GST Laws, GST will be paid by MDL under reverse charge mechanism.
- 6.10. Benefits from reduction in rate of tax/ITC is required to be passed on to consumer. Where "applicable GST" has been quoted as extra, Goods and service providers (except un-registered dealers under GST Law) have to submit declaration that they have complied with 'Anti-profiteering clause' under GST Law. Such declaration be given in technical bid.
- 6.11. If the vendor is registered under GST, vendor shall mention the HSN code for goods &/or SAC for services in their tax invoice, etc. These codes must be in accordance with GST Laws and responsibility of specifying correct HSN codes for goods &/or SAC for services is that of the vendor. MDL shall not be responsible for any error in HSN code for goods &/or SAC for services specified by supplier / contractor. Supplier /Contractor shall pay penalty and/ or interest imposed on MDL or any loss due to delay in availing ITC by MDL or any loss of ITC to MDL due to errors by vendors at any stage. MDL reserves right to recover any such interest, penalty or loss from any amount due to Supplier /Contractor or otherwise.
- 6.12. In case, MDL is unable to avail ITC, supplier/contractor at their own cost shall rectify the shortcoming in the returns to be filed immediately thereafter. Further, if the ITC is delayed / denied to MDL / reversed subsequently as per GST Laws due to non / delayed receipt of goods and / or services and / or tax invoice or expiry of timelines prescribed in GST Laws for availing ITC, non-payment of taxes or non-filing of returns or any other reason not attributable to MDL, Supplier /Contractor shall pay any loss of amount along with interest and penalty on MDL under GST

Laws for the number of days the ITC was delayed. If the short coming is not rectified by supplier/contractor and MDL ends up in reversal of credits and / or payments, supplier /contractor is fully liable for making good all the loss incurred by MDL. MDL reserves right to recover any interest, penalty or loss from any amount due to Supplier /Contractor or otherwise.

- 6.13. If the vendor is registered under GST, the GST registration number (15 digit GSTIN) issued by GOI shall be mandatorily provided by the vendor. Vendor having multiple business verticals within state / at multiple states with separate GST registration numbers shall forward GSTIN of only that vertical which is involved in supply of goods and/or services. MDL GSTIN is 27AAACM8029J1ZA and vendor shall mention the same while invoicing and avoid any data entry error on GST portal.
- 6.14. If the vendor is registered under GST, Vendor shall ensure timely submission of invoice as per the provisions / requirement / timeline promulgated by GOI in relation to GST Law with all required supporting documents to enable MDL to avail input tax credit promptly. The vendors invoice inter alia should contain GSTIN of vendor, GSTIN of MDL (i.e. 27AAACM8029J1ZA), GST tax rate separately, HSN code wise goods or services, place of supply, signature of vendor, etc. Original invoice needs to be submitted to Bill Receipt Centre at MDL gate, and a copy of the invoice should be given to the goods receiving section(GRS).
If the vendor is registered under GST, vendor shall file all applicable returns under GST Laws in the stipulated time & any losses of tax credit to MDL arising due to delay in filing will be recovered from their invoice wherever MDL is eligible to avail tax credit. Any default towards payment of tax and / or uploading of monthly returns by supplier/contractor, MDL retains right to withhold payments towards tax portion until the same is corrected & complied by the supplier/contractor with the requirement of GST along with satisfactory evidence

7 वृद्धि / ESCALATION:

- 7.1. The rates shall remain firm and fixed during the tenure of the contract and no escalation, whatsoever, shall be payable.

8 विलंब क्षति/ DELAY DAMAGES/ LIQUIDATED DAMAGES:

- 8.1. Time is the essence of the contract and 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 Contractor shall pay liquidated damages, a sum representing 0.5% (Half percent) per week or part thereof, subject to maximum of 5% of the undelivered /unfinished portion of the order.
- 8.2. If the Contractor fails to complete the works within the time or extended time as per the Order, then the contractor shall pay to MDL the sum stated above as liquidated damages for such default and not as a penalty for every day or part of a day which shall elapse between the time prescribed or extended time as the case may be and the date of completion of works. MDL may without prejudice to any other method of recovery deduct the amount of such damages from any monies in his hands due or which may become due to the contractor. The payment or deduction of such damages shall not relieve the contractor from his obligation to complete the works or from any other of his obligations and liabilities under the contract.
- 8.3. Part Completion and Taking over by MDL:- If before the completion of the whole of the works any part of the works has been certified by the MDL as completed and occupied or used by MDL the liquidated damages for delay shall for any period of delay after such certification be reduced in the proportion which the value of the part so certified bears to the value of the whole of the works.

9 बाधा / HINDRANCE:

- 9.1. A Hindrance Register as per attached format at **Enclosure-1** shall be maintained with the Designated Representative from TS Department. The Contractor shall submit schedule for completion of work and get approved by MDL executive. The Schedule shall list out the major milestones leading to the completion of work as per final delivery date stipulated in the PO/Contract.
- 9.2. The Hindrance Register shall document the following aspect post placement of the PO/ Contract:-
- 9.2.1. Reasons for the delay vis-à-vis the mutually agreed schedule
 - 9.2.2. Delay in inputs (Drawings/ Documents/ Site Clearances/ Services/ Inspection Call)
 - 9.2.3. Delay by Inspection Agency/ Customer
 - 9.2.4. Delay on account of specialist services
 - 9.2.5. Non performance by the Contractor
 - 9.2.6. Delinquency by the vendor
 - 9.2.7. Force Majeure
 - 9.2.8. Any other relevant reason
- 9.3. All the hindrances with date of occurrence and removal are to be noted in the hindrance register. The Hindrance Register will be signed by two parties i.e. authorized Signatory from the Contractor side and Designated Representative from TS Department.
- 9.4. The Contractor may record their observations in the hindrance register. Any objections raised by the contractor shall be attended to and resolved without any delay.
- 9.5. In case the contractor has a different opinion for hindrance and a dispute arises, then the matter shall be referred to next higher authority in MDL and the decision shall be communicated to the Contractor within 15 days. **The Contractor shall note that the decision of the next higher authority from MDL in case of dispute in respect of hindrances during the course of executing an order/contract shall be final and binding on the contractor.**
- 9.6. In case, MDL is unable to remove the hindrance immediately and if it is likely to take some time, the contractor shall be informed accordingly. In such cases the contractor and MDL's approval may reduce manpower deployed on the work. **The Contractor shall also note that Under no circumstances Contractor shall be paid for idle manpower or idle plant/machinery.**

10 कार्य एवं माप का क्रियान्वयन / EXECUTION OF WORK AND MEASUREMENT:

- 10.1. All works shall be carried out and measured as per specifications and standard Engineering practice and mode of measurements, conforming to the relevant IS code. The Contractor shall ensure that skilled workmen in their respective trades are employed. He shall also employ qualified Engineer(s) / Supervisor(s) experienced in similar type of work, as required, for execution of work(s) efficiently.
- 10.2. 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 Technical Services Department.

- 10.3. All the quantities indicated in the Bill of Quantities are indicative only. However, the Contractor shall be paid for the actual work carried out at site in line with the Contract terms and conditions.
- 10.4. The work is to be carried out in the area where MDL's normal activities are in progress. The Contractor has to plan his work in such a way as not to disturb the normal activities of MDL. The contractor shall not be paid for any compensation for idle period if generated due to any reason whatsoever. Reasonable extension of time, however, may be considered on application in writing.
- 10.5. All the works under or in course of execution or executed in pursuance of the contract shall at all times be open to inspection and supervision of MDL and the Contractor at all times during the usual working hours, offer assistance for the inspection of work. Orders given to the Contractor's agent shall be considered to have the same force as if they had been given to the contractor himself.
- 10.6. The Contractor shall submit supporting documents such as Delivery Challan(s), Release note from the nominated Inspection Agency, Test reports / Certificates, Packing Lists, Invoice, Performance Guarantee, Storage / Preservation / Installation / Commissioning / Maintenance Procedures & other Technical documentation in requisite sets as relevant along with the invoice for the purpose of certification by MDL.
- 10.7. Contractor shall be responsible for procuring all the materials required for construction. Contractor shall arrange for testing of materials from approved laboratory and submission of test certificates as per specification in accordance with relevant IS Codes. The cost towards testing is deemed to be included in the quoted rates.
- 10.8. All construction materials procured by the contractor should be of approved quality and free from defects. MDL has got all the Rights to Test and Reject any material in part or in full at any point of time.
- 10.9. The Contractor shall comply with the sanitary requirements of the local Medical Health Authorities and bear the cost of any charges levied by such Authorities for the execution of work.
- 10.10. Availability of material
During the tenure of the Contract due to the various reasons, there may be scarcity of availability of material in Mumbai region & this type of crises may be for short term or long term. In such circumstances Contractor shall arrange to procure the Material available from other state/region of India with no additional cost to MDL. The cost of the same is deemed to be included in Bidder's quote.
- 10.11. AS-BUILT DRAWINGS:
The Contractor shall prepare and submit to MDL for approval detailed Shop drawings, if any, of the plumbing pipelines/ sanitary pipelines/ electrical wiring, switches and fittings etc, whichever is applicable, on completion of contract/work, whenever directed.

11 स्वच्छता / HOUSEKEEPING:

- 11.1. Debris generated even in small quantities during execution of work shall be promptly disposed off within 03 days, outside MDL. The site shall be maintained clean at all times and **the Contractor is expected to budget for the same**. Also, during dignitary visits, temporary works materials, debris etc shall be shifted suitably without any additional cost to MDL.

- 11.2. MDL has Designated Bins separately for Scrap Steel and Wood Scrap. Contractor shall segregate unusable scrap steel, wood, if any, and deposit the same in the nearest respective bin.
- 11.3. Contractor shall arrange separate bins (Approx. 3 to 5 Cum for Debris and Rubbish) on site. Site should be kept always clean.
- 11.4. In case the debris are not removed, site is not maintained clean, the clearing job shall be done by MDL at Contractor's risk and the cost incurred towards the same plus 15% administrative charges shall be recovered from the Contractor's bills.
- 11.5. The Construction/ Building material should be stacked and maintained properly on site and the material stacked in open area shall be barricaded, construction/ Building material shall not affect any activity of the Ground floor. Ground floor, surrounding area and approaches shall be kept all the time clean and accessible.

12 VARIATION IN QUANTITY/ EXTRA ITEM:

12.1. VARIATION IN QUANTITY

MDL reserves the right to increase the quantity of any item in the BOQ to any extent provided the increase in the total Estimated Amount due to this change in the quantity over BOQ quantity multiplied by specified rate for all the items put together do not exceed 25% of the Accepted Contract Value. The same is binding on the Contractor and the Contractor shall execute the same at the specified rate in the Purchase Order for that item.

12.2. EXTRA ITEM:

- 12.2.1. A new rate or price shall be negotiated appropriately for an item of work if:
- i. This change in the executed quantity multiplied by specified rate for all the items exceeds 25% of the Accepted Contract Amount. Or
 - ii. This item is not specified in the Bill of Quantity of the Purchase Order.

12.2.2. Derivation of new rates:

Each new rate or price shall be derived from any relevant rates or price in the Purchase Order with reasonable adjustments to take account of the matters described above, as per following order of precedence for pricing deviations:

- i. In respect of items already included in Bill of Quantities, the new rates shall be derived from the identical item of BOQ.
- ii. In respect of items not included in Bill of Quantities but where similar items are found in BOQ, the new rates shall be derived from the rates of similar item indicated in Bill of quantities, where such a derivation is possible.
- iii. In respect of item neither directly included in BOQ nor there is similarity between the work carried and work specified in BOQ, new rate shall be derived from Standard Schedule of Rates promulgated by CPWD/MBPT/PWD/MIDC considering the percentage quoted/ negotiated during tendering stage.
- iv. Where it is not possible to derive the rates from the above (i) to (iii), the same shall be based on the actual cost to the Contractor plus a profit @ 15%. In this case the Contractor has to produce satisfactory evidence/vouchers as proof of expenditure.

13 मात्रा मे परिवर्तन / अतिरिक्त कार्य / FINAL BILL AND TAKING OVER CERTIFICATE:

13.1. Within 7 days of completion of work, the contractor shall apply in writing to issue of work completion certificate. Taking Over certificate will be issued by MDL within one week of satisfactory completion of work and recording of the joint measurement. Within one month after date of issue of work completion certificate, the Contractor shall submit the Final Bill along with a copy of Taking Over Certificate. Final bill submitted after the expiry of the above said period is liable to be rejected.

14 बीमा / INSURANCE:

- 14.1. The successful Contractor has to keep MDL indemnified against any claims by purchasing **CONTRACTOR'S ALL RISK insurance policy** for the full value of the Contract from any Insurance Company of repute.
- 14.2. The policy shall be obtained in the joint names of MDL and the Contractor, with MDL's name appearing first. The Policy should be of full value of the Contract and shall be valid till the completion of the works.
- 14.3. The original of policy shall be lodged with MDL.

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

AGM/HOD (TS -COMM)
(A.M. Abhyankar)
Email - mdlipcomm@mazdock.com

Enclosure-1

HINDRANCE REGISTER

1. Name of Work:
2. Contract Agreement No:
3. Date of Commencement:
4. Stipulated Date of Completion:
5. Extended date of Completion, if applicable:
6. Name of the Supplier:

Sr No	Nature of Hindrance	Activity of Work affected	Date of Notification by Contractor	Name & Signature		Action Taken	Date of Removal of Hindrance	Name & Signature	
				Contractor Representative	Site Executive of MDL			Contractor Representative	Site Executive of MDL

Format for Covering Note for Submission of Invoice

The Additional General Manager,
Technical Services Department,
3rd Floor, Alcock Yard,
Mazagon Dock Shipbuilders Limited,
Dock Yard Road,
Mumbai - 400010, INDIA

Sir,

Sub: Supply, Fabrication and Installation of Building Name Signage in Stainless Steel to buildings located in MDL Premises, Dockyard Road, Mumbai.

Ref: MDL Purchase Order No.

With reference to the above, we hereby submit our Invoice for the subject work with details

1. Our Invoice No..... dtd.....
2. Measurement Sheets duly certified by representative of Technical Services Department.
3. Period of work carried out and billed in this Invoice:..... to
4. Contractual Completion Date:
5. Contractor All Risk Policy
 - a. Policy No. & Date:
 - b. Coverage Value of the Policy :
 - c. Valid from..... to
 - d. Policy Issued by(Name of the Issuing Company):
6. Performance Bank Guarantee
 - a. PBG No. & Date:
 - b. Value of the PBG
 - c. Valid from..... to
 - d. Extended to (if applicable)
 - e. PBG issued by(Issuing Bank):.....
 - f.
7. Test Reports
 - a.
 - b.
 - c.
 - d.
8. Challans/ Bills of materials
 - a.
 - b.
 - c.
 - d.

Signature of Contractor: