



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

**Biennial Rate Contract for Electrical Works
including minor civil works within MDL
Premises located at Dockyard Road, Sewree,
Anik Chembur, Gavan, Residential Quarters at
Dockyard & Navi Mumbai including works at
Naval Dockyard**

VOLUME-II

CONDITIONS OF CONTRACT (CoC)

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

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1 दर अनुबंध की अवधि / PERIOD OF RATE CONTRACT:

1.1. The successful bidder shall have to carry out the work(s) at the quoted / accepted rates for a period of **TWO YEARS** from the date of Rate Contract Order. The Rate Contract may be renewable/ Extendable after mutual agreement for one year with the same rates, terms and conditions, if the Contractor's services are found satisfactory.

1.2. The Rate Contract shall only be an Agreement between MDL and the Contractor to provide services at specified prices during the period covered by the Contract. While the Contractor is to execute any work during the currency of the contract at the agreed rates, it is to be noted that the Rate Contract is just a standing order and shall come into effect only when a separate Purchase Order for any specific work is placed.

- 1.3. Separate Purchase Order for specific/ each work to be carried out under this Rate Contract shall be issued by MDL from time to time as per the requirements. The Purchase Orders may be placed up to the last date of the currency of the Rate Contract but not after the expiry of the Rate Contract.
- 1.4. The Rate Contract shall remain in force for the purpose of Execution of all works ordered during the currency of the Rate Contract until they have been completed.
- 1.5. On finalisation of the Rate Contract, the successful bidder(s) shall have to mobilise their resources including police verification report of adequate number of their employees, key personnel etc within 30 days from the date of award of Rate Contract.
- 1.6. When individual Purchase Order(s) are released by MDL under the Rate Contract from time to time irrespective of number of orders and value of the orders, the Contractor(s) shall mobilize and commence the work at site on priority and not more than 02 weeks from the date of placement of such order(s).
- 1.7. The Contractor shall not have any right to reject or refuse to undertake such Specific/ individual Purchase Orders for whatsoever reason.

2 समानांतर दर अनुबंध / PARALLEL RATE CONTRACT:

- 2.1. MDL reserves the right to award Parallel Rate Contracts to two Techno-Commercially qualified Bidders depending upon the urgency of the requirements as per the following general guidelines:
 - 2.1.1. Lowest Bidder (L1) – 60% of the value expected during the tenure of the Rate Contract.
 - 2.1.2. L2 bidder shall be offered to match the quoted/negotiated price and other Terms and Conditions of L1 bidder & if L2 agree for the same, the Contract shall be awarded to L1 & L2 in the ratio of 60:40 percent of value of Work.
 - 2.1.3. In case L2 does not match with L1 rates, other Bidders shall be asked to match the offer in line with L1 in order of L3, L4, L5 etc.

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

- 3.1. The defect liability period shall be **One Year** from the date of actual completion of entire work.
- 3.2. Defect Notification Period is 15 days from the last date of Defect Liability period.
- 3.3. 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

4 निष्पादन बैंक गारंटी / PERFORMANCE BANK GUARANTEE

- 4.1. Within 21 days from the date of placement of Rate Contract Order, the successful bidder(s) shall submit “Performance Bank Guarantee” as per MDL format for 10% of contract value in the ratio of 60:40 i.e. L1 bidder shall submit Performance Bank Guarantee of ₹ 36 Lakhs and derived L2 Bidder shall submit Performance Bank Guarantee of ₹ 24 Lakhs.
- 4.2. The Bank Guarantee shall be valid for a period of 42 months from the date of the Rate Contract.
- 4.3. In case of delays in submission of the Performance Bank Guarantee, MDL reserves the right to charge Interest @ SBAR+2% from the firm for such period of delays.
- 4.4. **In case, L1 bidder quotes below 10%, the successful bidder(s) shall submit Additional Performance Bank guarantee for the amount quoted beyond (-) 10% so as to prevent the bidder from leaving the project midway/ incomplete.**

4.5. In case the total cumulative value of works awarded to the contractor(s) exceed ₹6.0 crore during the tenure of the Rate Contract, supplementary PBG @ 10% of the exceeded value for the period indicated shall have to be submitted by the contractor(s) within 21 days from the date of placement of individual Purchase Orders.

5 निर्माण सामग्री और उपभोज्य / CONSTRUCTION MATERIALS AND CONSUMABLES:

- 5.1. **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.
- 5.2. **Consumables:** All the consumable required for the works including temporary works, allied/ associated job etc shall be procured by the Contractor including transportation, storage, security, handling etc.
- 5.3. **Equipment/Machinery:** The contractor shall make his own arrangement for all equipment and machinery including accessories required for execution of work.
- 5.4. **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.
- 5.5. **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. **In case of works to be executed at MDL premises other than Dockyard Road, the contractor shall make his own arrangement for supply of potable water, connecting lines, storage, etc. at his own cost required for construction purpose during execution of the works**

6 सुरक्षा एवं प्रशिक्षण / SAFETY AND TRAINING:

- 6.1. All the workers, Engineers of the contractor shall have Safety PPE's (Personnel Protective Equipments) like Safety Helmets, Safety Shoes, Safety Belts, Hand Gloves, and Goggles etc. Contractors shall also have provision for minimum 5 to 10 visitors PPE's. The periphery of the building shall be covered with the Green net. The contractor shall also provide Safety net and Safety Belts for height work.
- 6.2. All workers on site shall adhere to the best safety practices applicable. All personal, process & material safety procedures shall be planned & implemented on site. Training & regular inspection shall ensure that safety standards are met.
- 6.3. First Aid kit & First aid training shall be given to all key members of the Site team. Proper signages shall be placed on site. Warning in case of any critical/hazardous activity shall be given prior to starting of such activity.
- 6.4. All workers, supervisor's contractor shall optimum training regarding all aspects of site management prior to commencement of work.

7 भुगतान की शर्तें / TERMS OF PAYMENT:

7.1. The payment terms under this contract shall be as under:

7.1.1. 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 (signed by Contractor & MDL), consent on Measurement Book wherever applicable, challans, Tax invoices, Test Reports wherever applicable, Material invoice copy, etc wherever applicable.

7.1.2. 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.

7.1.3. **MODE OF PAYMENT:**

- a. 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 department. All invoices shall be forwarded with a Covering Note in Firm's Letterhead in the MDL format at **Enclosure-3**.

8 वृद्धि / ESCALATION:

8.1. If the prices of materials (not being materials supplied or services rendered at fixed prices by MDL and/or wages of labour required for execution of the work) increase, the Contractor shall be compensated for such increase as per provisions detailed below and the amount of the contract shall accordingly be varied, subject to the condition that such compensation in prices shall be available only for the work done during the stipulated period of the contract including such period for which the contract is validly extended under the provisions of the contract. The escalation shall be applicable for all individual works ordered under the proposed BRC irrespective of their completion period. Such compensation for escalation in the prices of materials and labour, when due shall be worked out based on the following provisions:

8.1.1. The base date for working out such escalation shall be the last date on which tenders were stipulated to be received.

8.1.2. The cost of work on which escalation will be payable shall be reckoned as 85% of the cost of work as per the bills, running or final, and from this amount the value of materials supplied or services rendered at fixed charges shall be deducted before the amount of compensation for escalation is worked out. In the case of materials brought to site for which any secured advance is included in the bill the final value of such materials as assessed by the Engineer-In-Charge (and not the reduced amount for which secured advance has been paid) shall be included in the cost of work done for operation of this clause. Similarly, when such materials are incorporated in the work and the secured advance is deducted from the bill, the full assessed value of the materials, originally considered for operation of this clause, should be deducted from the cost of the work shown in the bill, running or final. Further the cost of the work shall not include any work for which payment is made at prevailing market rates.

8.1.3. The compensation for escalation for materials, labour and P.O.L. shall be worked out as per the formula given below:

$$i) V_m = W \times 0.78 \times (M_i - M_{io}) / M_{io}$$

where

V_m	:	Variation in material cost i.e. increase or decrease in the amount in rupees to be paid or recovered.
W	:	Cost of work done worked out as per para 8.1.2 above.
M_i & M_{io}	:	All India Wholesale Price Index for All Commodities , for the period under reckoning as published by the Economic Advisor to Government of India, Ministry of Industry and Commerce, for the

period under consideration and that valid at the time of receipt of tender, respectively.

$$\text{ii) } V_l = W \times 0.20 \times (L_i - L_{i0}) / L_{i0}$$

where

V_l	:	Variation in labour cost i.e. increase or decrease in the amount in rupees to be paid or recovered.
W	:	Cost of work done worked out as per para 8.1.2 above.
L_i & L_{i0}	:	Consumer Price Index for Industrial Labour (All India) declared by Labour Bureau, Govt. of India) as applicable for the period under consideration and that valid at the time of receipt of tenders, respectively.

$$\text{ii) } V_f = W \times 0.02 \times (F_i - F_{i0}) / F_{i0}$$

where

V_f	:	Variation in cost of fuel, oil and lubricants, increase or decrease in the amount in rupees to be paid or recovered.
W	:	Cost of work done worked out as per para 8.1.2 above.
F_i & F_{i0}	:	Average index number of whole sale price for group (fuel, power, light and lubricants) - as published by the Economic Adviser to Govt. of India, Ministry of Industry & Commerce for the period under reckoning and that valid at the time of receipt of tenders, respectively.

8.1.4. The following principles shall be followed while working out the indices mentioned in sub para 8.1.3 above:

- i) The index relevant for any month will be the arithmetical average of the indices relevant to the three calendar months preceding the month in question.
- ii) The base index will be the one relating to the month in which the tender was stipulated to be received.
- iii) The compensation for escalation shall be worked out at quarterly intervals and shall be with respect to the cost of work done during the previous three months. The first such payment will be made at the end of six months excluding the month in which the tender was submitted and thereafter at three months interval.
- iv) In the event the price of materials and/or wages of labour required for execution of the work decrease/s, there shall be downward adjustment of the cost of work so that such price of materials and/or wages of labour shall be deductible from the cost of work under this contract and in this regard the formula herein before stated under this para 8.1.3 shall mutatis mutandis apply.

9 मूल्य एवं कर / PRICES & TAXES:

9.1. 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 by adding (i) & (ii) above for determining ranking of Bids.

- 9.2. 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.
- 9.3. Bidder(s) 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.
- 9.4. 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.
- 9.5. 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.
- 9.6. 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 tenderer 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 tenderer to pay Stamp duty of ₹ 500 + 1% of the amount above ten lacs subject to maximum of Rs. 25.00 Lacs on the Contract Value.

GST Compliance:

- 9.7. 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.
- 9.8. GST as per GST Laws shall be payable extra as quoted and agreed.
- 9.9. In case of purchases of goods/services from unregistered dealers under GST Laws, GST will be paid by MDL under reverse charge mechanism.
- 9.10. 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.
- 9.11. 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.
- 9.12. 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.

- 9.13. 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.
- 9.14. 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).
- 9.15. 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.

10 विलंब क्षति/ परिनिर्धारित हर्जाना / DELAY DAMAGES/ LIQUIDATED DAMAGES:

- 10.1. 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.
- 10.2. 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.
- 10.3. 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.

11 बाधा / HINDRANCE:

- 11.1. 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 signed 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.

11.2. The Hindrance Register shall document the following aspect post placement of the PO/ Contract:-

- 11.2.1. Reasons for the delay vis-à-vis the mutually agreed schedule
Delay in MDL (Drawings/ Documents/ Site Clearances/ Services/ Inspection Call)
- 11.2.2. Delay by Inspection Agency/ Customer
- 11.2.3. Delay on account of specialist services
- 11.2.4. Non performance by the Contractor
- 11.2.5. Delinquency by the vendor
- 11.2.6. Force Majeure
- 11.2.7. Any other relevant reason

11.3. All the hindrances with date of occurrence and removal are to be noted in the hindrance register. The Hindrance Register will be signed by three parties i.e. authorized Signatory from the Contractor side and Designated Representative from TS Department.

11.4. 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.

11.5. 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.**

11.6. 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 with 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.**

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

12.1. 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.

12.2. 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.

12.3. 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.

12.4. 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.

- 12.5. 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.
- 12.6. 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.
- 12.7. 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.
- 12.8. 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.
- 12.9. 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.
- 12.10. **Availability of Construction material**
During the tenure of the Contract due to the various reasons, there may be scarcity of availability of construction 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.
- 12.11. AS-BUILT DRAWINGS:
The Contractor shall prepare and submit to MDL for approval detailed Shop drawings, if any, of the electrical wiring, switches and fittings etc, whichever is applicable, on completion of contract/work, whenever directed.

13 स्वच्छता / HOUSEKEEPING:

- 13.1. Debris generated even in small quantities during execution of work shall be promptly disposed off within 3 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.
- 13.2. 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.

- 13.3. Contractor shall arrange separate bins (Approx. 3 to 5 Cum for Debris and Rubbish) on site. Site should be kept always clean.
- 13.4. 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.
- 13.5. 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.

14 अतिरिक्त कार्य / EXTRA ITEM:

14.1. EXTRA ITEM:

14.1.1. A new rate or price shall be negotiated appropriately for an item of work if:

- i. This item is not specified in the Bill of Quantity of the Purchase Order.

14.1.2. 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.

15 अंतिम बिल एवं प्रमाणपत्र लेने हेतु / FINAL BILL AND TAKING OVER CERTIFICATE:

15.1. Within 7 days of completion of work, the contractor shall apply in writing for issue of work completion certificate. Taking Over certificate will be issued by the 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

16 बीमा / INSURANCE:

16.1. The successful bidder(s) has to keep MDL indemnified against any claims by purchasing **CONTRACTORS ALL RISK** insurance policy for the full value of the

Contract in the ratio of 60:40 from any Insurance Company of repute and valid till 30 months from the date of the Rate Contract.

16.2. The policy shall be obtained in the joint names of MDL and the Bidder, 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.

16.3. The original of policy shall be lodged with MDL.

16.4. In case the total value of ongoing works (incomplete works) awarded to the contractor(s) exceed the aforesaid amount(s) during the tenure of the Rate Contract, supplementary CAR policies, as applicable, shall have to be purchased by the contractor(s).

17 अन्य साइट की आवश्यकताएँ / OTHER SITE REQUIREMENTS:

17.1. Special conditions:-

a) Contractor shall make godown for if necessary storage construction material at his own cost.

17.2. DOCUMENT TO BE SUBMITTED AT SITE:

The following registers/documents will be submitted at site to MDL by the contractor for approval/ record at his own cost if / when asked by MDL.

- a) Production and Delivery Schedule.
- b) Daily Progress Report as approved by engineer in-charge.
- c) Monthly Progress Report on 25th day of every month for all works ordered in as per at **Enclosure-4**.

17.3. PROGRESS REVIEW:

Progress of the work shall be reviewed regularly in a meeting between the Contractor and MDL. The meeting shall be held as often as required depending on the exigencies of the work or in any case at least once a month at a mutually convenient time, date at either work site or office of the Client.

18 शेष काम / BALANCE WORK:

18.1. Contractor shall complete the balance work of the projects carried out by erstwhile contractor under this Rate Contract. Separate Purchase Orders for balance works will be issued by MDL under the Rate Contract as per the requirements.

19 SLIPPAGE OF WORK :

19.1. In addition to the liquidated damages clause, bidder shall note the following:

19.1.1. Deputation of Technical staff/manpower/labour:

- (i) Contractor to furnish the details of technical staff/manpower/labour along with their per day wage who shall be deputed to specific work in the format at **Enclosure -5** on the firm's letterhead duly signed & stamped with company seal.
- (ii) It is presumed that the anticipated cost towards technical staff/manpower/labour deputed at site shall be at least 15 % of PO amount. In case, Contractor fails to deploy the assigned manpower as tabulated in **Enclosure -5** for more than 3 continuous (working) days, the recovery will be made from Contractor's invoice as per daily wages indicated by the contractor at **Enclosure -5**.

19.1.2. Committed Monthly Work Done:

- (i) The contractor shall indicate the value of the committed Monthly Work done at **Enclosure -5**.
- (ii) If contractor fails to achieve the committed monthly work done indicated at **Enclosure -5** due to delay in commencing /execution of work attributable to contractor, the contractor shall be liable for following penalty and recovery will be made from Contractor's invoice.
- a) Slippage of committed monthly work done:- 5% per month of the slippage value of that month.

Slippage value = value of committed monthly work done – value of actual work done

Example:

Consider, PO value: ₹100 & Completion Period: 05 Months

Therefore, Committed Monthly work done value = $\frac{₹100}{5(\text{Months})} = ₹20$ per month
(as per Enclosure 5)

Consider actual work done in 1st month = ₹15

Calculated Slippage of value for 1st month = ₹20 - ₹15 = ₹ 5
(as per detailed at para 19.1.2ii above)

Recovery against penalty for 1st month= 5% of ₹ 5 = ₹ 0.25

Similarly, recovery against penalty shall be calculated for subsequent months if contractor fails to achieve the committed monthly work done.

- (iii) In case the Contractor completes the entire work within stipulated completion period amount recovered under penalty shall be refunded without interest.

19.2. However, the maximum penalty towards slippages of work shall not exceed 5% of PO value.

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

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

PROFORMA FOR PERFORMANCE BANK GUARANTEE

(On Non-Judicial stamp paper)

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

1. We, Bank further agree that the Company shall be sole judge whether the said Contractors has failed to perform or fulfil the said order in terms thereof or committed breach of any terms and conditions of the order and the extent of loss, damage, cost, charges and expenses suffered or incurred or would be suffered or incurred by the Company on account thereof and we waive in the favour of the Company all the rights and defences to which we as guarantors may be entitled to.
2. We, Bank further agree that the amount demanded by the Company as such shall be final and binding on the Bank as to the Bank's liability to pay and the amount demanded and the Bank undertake to pay the Company the amount so demanded on first demand and without any demur notwithstanding any dispute raised by the Contractors or any suit or other legal proceedings including arbitration pending before any court, tribunal or arbitrator relating thereto, our liability under this guarantee being absolute and unconditional.
3. We, Bank further agree with the Company that the Company shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said order/or to extend time of performance by the Contractors from time to time or to postpone for any time to time any of the powers exercisable by the Company against the Contractors and to forbear to enforce any of the terms and conditions relating to the order and we shall not be relieved from our liability by reason of any such variation or extension being granted to the Contractors or for any forbearance, act or omission on the part of the Company or any indulgence by the Company to the Contractors or by any such matter or things whatsoever which under the law relating to sureties would have the effect of relieving us.

4. We, Bank further undertake not to revoke this guarantee during its currency except with the previous consent of the Company in writing.
5. We, Bank also agree that the Bank's liability under this guarantee shall not be affected by any change in the constitution of the Contractors.
6. Notwithstanding anything contained herein above:
 - i) Our liability under this guarantee shall not exceed Rs.....
 - ii) This Bank Guarantee shall be valid upto and including; and
 - iii) We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before(validity + ---weeks from the date of expiry of this guarantee).
7. This Guarantee shall be governed by Indian laws and the Courts at Mumbai, India shall have the exclusive jurisdiction. IN WITNESS WHEREOF the Bank has executed this document on this..... day of.....

For Bank
(By its constituted attorney)

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

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: Biennial Rate Contract for Electrical Works including minor civil works within MDL Premises located at Dockyard Road, Sewree, Anik Chembur, Gavan, Residential Quarters at Dockyard & Navi Mumbai including works at Naval Dockyard.

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):.....
7. Test Reports
 - a.
 - b.
 - c.
 - d.
8. Challans/ Bills of materials
 - a.
 - b.
 - c.
 - d.

Signature of Contractor:

FORM OF ACCEPTANCE TO BE FURNISHED BY THE CONTRACTOR

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

Sir,

Sub: (Name of specific work)

Ref: MDL Purchase Order No.

With reference to clause no: ...(Slippage of work), we hereby convey our acceptance of for referred Purchase Order placed under Biennial Rate Contract.

1. The entire work shall be completed by (As per delivery date of specific PO) which includes monsoon & mobilisation period.
2. The wages/payment to all workmen employed by us as per prescribed under the payment of Wages Act, the Contract Labour (Regulation & Abolition) Act 1970 and rules framed there under, the Minimum Wages Act and any other applicable law, rule or regulation.
3. We hereby declare that as per nature of work following technical staff/manpower/labour shall be deputed at site for the subject work:

Sr No	Details of Technical staff/ (Skilled/unskilled) /labour	Min anticipated requirement per day (after mobilisation period)	Minimum daily wages

4. Our Committed monthly work done shall be

$$\left(\text{Formula for calculation of Committed Monthly work done} = \frac{\text{PO Value}}{\text{(Completion period)}} \right)$$

SIGNATURE.....

NAME.....

DESIGNATION.....

COMPANY'S NAME, ADDRESS & SEAL.....

.....