



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
SINGLE TENDER**

Tel. No.: 2376 2000 / 3000 / 4000 Ext. 3299, 3326

Fax No.: (022) 23743198

E-Mail mshkhandale@mazdock.com

Website : www.mazdock.com

Ref
No.

**Tender No.6000000847/RFQ No.2110001072 dated 23.06.2017, Closing Date
19.05.2017,15.00 Hours**

**Sub.: GVPN Service ges for 2 Mbps Bandwidth Connectivity between DND & MDL for 3 Years from
ISP -M/s.TATA Communications Ltd.**

1. **MAZAGON DOCK SHIPBUILDERS LIMITED INVITES ON-LINE COMPETITIVE BIDS** from reputed Bidders / Suppliers in TWO BID SYSTEM (Part-I Techno Commercial Bid and Part-II Price Bid). This tender document is tender document has been published on our e-procurement portal <https://eprocuremdl.nic.in> for the following Scope of Work / Supplies, terms and conditions:
- 2 **Description of Work: GVPN Service for 2 Mbps Bandwidth Connectivity between DND & MDL for 3 Years from ISP- M/s.TATA Communications Ltd.**
 - 2.1 The detailed scope of work as per Enclosure-1.
3. **PRE- QUALIFICATION CRITERIA: NA**
- 4 **Validity Period:** Bids / Offers shall be valid for **120 days** from date of tender closing.
5. **ONLINE SUBMISSION OF OFFER IN TWO-BID SYSTEM:** Offer must be submitted in two parts, Part - I (Techno-Commercial Bid) & Part of II (Price Bid) on the MDL's e-Procurement website <https://eprocuremdl.nic.in>. **Offer in any other form will not be considered.**

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

i)	Online Acceptance on clauses of Tender Enquiry, 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 uploaded online by the bidder.
iv)	Scanned image of Valid Service Tax 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 available on MDL's e-Procurement website this tender document is tender document has been published on the Central Public Procurement Portal (URL: https://eprocuremdl.nic.in).
vi)	Scanned image of Vendor Declaration in bidder's letterhead as per the format at Enclosure-

	4.
vii)	Scanned image of duly filled RTGS/NEFT as per Enclosure-3 .

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: In this part bidders are requested to fill the PRICES for each of the listed items strictly in the prescribed format/ Rate sheet provided in E-Procurement Portal. **Offer in any other form will not be considered**

6.0 Following bid rejection criteria may render the bids Liable for Rejection.

6.1 Following bids shall be categorically rejected:

i)	The Bids received after tender closing date and time.
ii)	Bidders not quoting for all the items in the Rate Sheet in the prescribed format available on the Central Public Procurement Portal (URL: https://eprocuremdl.nic.in).

6.2 Following bid rejection criteria may render the bids Liable for Rejection.

i)	Bidders' failure to submit sufficient or complete details for evaluation of the bids within the given period which may range in between two to three weeks depending on the deficiencies noticed in the drawings / technical data which shall not however conflict with validity period. However, over all time allowed in respect of normal procurement shall not exceed 3 weeks and one week in case of emergency procurement.
ii)	Incomplete / misleading / ambiguous bids in the considered opinion of TNC.
iii)	Bids with technical requirements and or terms not acceptable to MDL.
vi)	Validity period indicated by bidders is shorter than that specified in the tender enquiry.
vii)	Bidders not agreeing for completion of the supplies / services as per contract

7. Bid Evaluation Criteria:

Technically qualified overall lowest offer (L1 bidder) indicated in the Price Bid on MDL's e-procurement portal 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.

8. Contract Period: The Contract will be for a period of 3 years and may be extendable for further period of 03 months on MDL discretion on same rates and terms and conditions. However if the performance of contractor is not satisfactory then contract may be terminated with one month notice period by applying relevant clauses of contract such as Risk Purchase, forfeiture of Security deposit etc.

9. Mobilization: The successful bidders shall mobilize the required Manpower / Tools / Materials within 7 days from the placement of LOI/ Order whichever is earlier.

10. PRICING: Bidder shall quote the prices of all items listed in the tender enquiry which will be inclusive of all costs such as labour, material, packing charges, transportation, incidental expenses etc. However the applicable taxes/duties & levies will be indicated separately in the rate sheet. The prices quoted shall remain firm and fixed during the currency of the order/contract.

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.

11. TAXES & DUTIES: Bidder shall indicate separately the percentage of the applicable taxes and Govt. levies in blank Price Bid submitted in Part I (Techno Commercial Bid) as well as in Part- II Price Bid. The increase /decrease in tax structure which is statutory levy of Govt. during the tenure of contract will be paid /deducted at actual by MDL.

12. TERMS OF PAYMENT: -

Payment will be made bi-monthly through NEFT/RTGS, within 25-30 days from the date of submission of bills in Bill Receipt Section duly certified by CM and above rank executive of SB Design -CAD dept. with Service Entry in SAP.

Please note that no advance payment will be made.

13. 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 Parag Deshpande , CM(SB-D-CAD)** on Telephone No.2376 3038 and submit duly filled Vendor declaration as per format at **Enclosure –3** along with the offer.

14. Modifications to the Bids: -

Bidder will not be allowed to bid after the closing time is over. Bidder can change the submitted bid any Time till the closing time through e-portal only and the last changed bid will be considered for ranking of the bids.

15. Liquidated Damages or Penalty: M/s TATA Communications Ltd. shall ensure 99.99% of service availability. However below 99.99 % of service availability following penalty will be imposed.

Up Time Range Penalty Clause

99.99 % to 99.90% 5% of Cost for certification period

99.89% to 99.80% 10% of Cost for certification period

99.79% to 99.70% 15% of Cost for certification period

99.70% & below 20% of Cost for certification period

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

17. 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.

Note: Online ranking visible to bidders after opening part II price bids is without loading parameters. However the L1 bidder will be evaluated offline by applying all applicable loading parameters as mentioned in the tender document.

18. 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.

19. PUBLIC GRIEVANCE CELL: - A Public Grievance Cell headed by **Shri S. D. Kajawe, General Manager (F-Accounts)**, 3rd floor, Mazdock House has been set up in the Company. Members of public having complaints or grievances are advised to contact him on Wednesday between 10.00 hours and 12.30 hours in his office on 3rd floor, Mazdock House or send their complaints / grievances to him in writing for redressal. His Telephone No. is 23762184 or 23759793.

20. 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.

21. Instructions to the Bidders:

Note: Before quoting against this Tender, the prospective bidder is requested to go through the Tender Enquiry document (& Annexes, if any) thoroughly & carefully. Deviations to the Terms & Conditions of the Tender are highly discouraged. Therefore, any doubts arising in respect of any of the Terms & Conditions stipulated, Qualification Criteria, Eligibility for exemption from submission of EMD, clarification if any w.r.t Documentation / Procedural requirements, etc. shall get clarified by the prospective bidder through the Dealing Executive invariably before the submission of the Bid.

21.1 Submission of bids against e-Tenders: The bidder is required to quote online on the e-Procurement website (www.eprocuremdl.nic.in) by the deadline, by submitting the Techno-commercial Bid & Price Bid in Electronic format only. The prices/quotes & a few declarations shall have to be entered/uploaded by the bidder online in the Tender's entry forms & other bid documents scanned /soft copies shall have to be uploaded as part of the bid. All bids should be digitally signed using DSC (as explained below).

21.2 To be able to participate in e-Tender (s), every bidder must register themselves on the ASP's website (*registration is free of cost*) & must possess a legally valid Class-II B or above Digital Signature Certificate (DSC) (*also known as Class-II B or above DSC with encryption & signing authority*) as per IT Act-2000, using which they can sign their electronic bids. The DSC can be procured from any Certifying Authority (CA) authorized by Controller of Certifying Authorities (CCA) of Govt. of India.

21.3 National Informatics Centre (NIC) have been appointed by MDL as the Application Service Provider (ASP).

21.4 In order to familiarize prospective bidders to e-tendering / e-procurements other aspects, etc., regular orientation training programs {of two(2) hours duration} are being organized at MDL. The interested bidders are requested to get themselves acquainted with all the requisite aspects & be prepared by attending the training by conducting the ASP/MDL official(s). The firms may nominate only one representative from their organization to attend such training. Training shall be conducted every Friday between 2 & 4 PM in MDL.

21.5 Besides the training being organized, Online User Manual is available on the website for the guidance of users & for participating in the e-Procurement/ e-Tendering, the bidder must ensure having the requisite (IT) infrastructure at their office premises.

21.6 For any further details of e tendering & digital signatures, please contact 0120- 4200462, 0120-4001002, 8826246593, eproc-support@gov.in OR Mr M S Kumbhare DGM (C-MP) Phone - 2376 3252 or mobile: 9769327576, mskumbhare@mazdock.com

21.7 Bidders in their own interest are requested to upload their bids well in advance of tender closing date to avoid the last minute difficulties in uploading the bids. Request for extension, if at all to be made, shall be forwarded at least 3 working days in advance to the tender closing date / time with proper reasoning. MDL reserves all rights in this regard & decision of MDL shall be binding to the applicant. Problems in hardware/software, internet connectivity, system configurations, Browser setting etc, for whatsoever reason shall not be considered for extension of tender closing date and time.

21.8 MDL will not be responsible for an error in downloading of tender documents from web by the bidders. The version appearing on MDL website will be considered final and authentic.

21.9 All bidders are requested to get their technical queries, if any, clarified in advance (3 days in advance to tender closing date) before bidding to avoid last minute delay. For any technical clarification, bidders are requested to contact Mr. M.S.Khandale CM. (OTS), Tel. no. 23763299.

21.10 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 which is available in the home page of OUTSOURCING DEPT. of MDL Website www.mazdock.com Shipbuilding Outsourcing Tenders. A copy of same (11 pages) is attached herewith at Enclosure - 5

21.11 Bidders can participate in online bidding
ÉBy registering with <https://eprocuremdl.nic.in> for User ID and password.
ÉBy obtaining class IIB or above DSC (Digital Signature Certificate) with encryption & signing authority (for secured bidding).

21.12 Bids received against online participation shall only be accepted. Bids submitted in any other mode will not be considered.

21.13 MDL bidder's earlier quoted for MDL tender on website <https://mdl.eprocure.in> have to register again (free of cost) on website <https://eprocuremdl.nic.in>

21.14 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.

21.14 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)

(M.S.Khandale)

022-23763299

Enclosure 01	Scope of Work & Schedule
Enclosure - 2	Rate Sheet
Enclosure 03	RTGS/NEFT Form
Enclosure 04	Vendor Declaration
Enclosure - 5	The Official Secrets Act
Enclosure - 6	Entry Pass Procedure for contractors

References: Terms & Conditions (Available on MDL Website - www.mazdock.com Tenders Shipbuilding Outsourcing-Notification Page

- 1 Standard Terms & Conditions (STACS)
- 2) General Terms And Conditions while executing work.
- 3) Official Secrets Act 1923 (Extract).

Formats: (Available on MDL Website - www.mazdock.com Tenders Shipbuilding Outsourcing-Notification page

- 1) OTS -F-07 Order acceptances Format

**GVPN Service for 2 Mbps Bandwidth Connectivity between DND & MDL for 3 Years from ISP
M/s.TATA Communications Ltd.**

GVPN SERVICE FOR 2Mbps BANDWIDTH GLOBAN-GVPN CONNECTIVITY BETWEEN DND,NEW DELHI & MDL,MUMBAI for 3 years from the date of placement of contract.

Scope of Work & General Terms and Conditions

1 Considering the confidentiality of data, it is the responsibility of ISP to provide secure connectivity to MDL.

2 The link should be dedicated only for MDL.

3 The link should be protected from malicious attacks.

4 The link shall be intrusion free.

5 The link should be protected from access by/used by/allotted to any other party including TCS without prior intimation to MDL.

6 The ISP or its personnel shall not, either during service period or after expire of service share or disclose any proprietary or confidential data regarding services/data without any prior written consent by MDL.

7 M/s Tata Communications should maintain constant 2 Mbps speed at any point of time.

8 The uptime in percentage (%) will be calculated as :-
 $((\text{Total No of Minutes in a month} - \text{Total No of Down Time Minutes}) \times 100) \% (\text{Total No of Minutes in Month})$

9 M/s TATA Communications shall provide remote assistance and support at any point of time.

10 Call Log/incident raised for the issues shall be maintained by M/s TATA Communications.

11 Access to Web portal for incident raised history/response time shall be given.

12 Down time report and Call Log/Incident raised history shall be viewed on web portal by MDL.

13 TCL shall align the requirement/configuration services as per the configuration changes carried out by MDL if required.

14 Telephonic/email/fax/web support shall be provided on 24 X 7 X 365 basis.

15 There shall be helpdesk for call log/incident raised.

16 M/s TATA Communication shall provide information if any enquiry is made by MDL through mail/telephone regarding Security/Bandwidth consumption/data rate/speed/reachability.

17 Billing cycle will be bimonthly basis.

18 Installation/commissioning period shall be 30 days from the date of placement of order to M/s TATA Communications.

19 The contract period will start from the commissioning of connectivity in MDL.

20 The contract period will be of 36 months from the commissioning date of the service.

21 M/s TATA Communications shall provide Bandwidth utilization report as and when required by MDL.

22 The communication shall be maintained to the highest level of security.

23 M/s TATA Communications shall ensure 99.99% of service availability.

24 However below 99.99 % of service availability following penalty will be imposed.

Up Time Range Penalty Clause

99.99 % to 99.90% 5% of Cost for certification period

99.89% to 99.80% 10% of Cost for certification period

99.79% to 99.70% 15% of Cost for certification period

99.70% & below 20% of Cost for certification period

RATE SHEET

**GVPN Service for 2 Mbps Bandwidth Connectivity between DND & MDL for 3 Years from ISP
M/s.TATA Communication Ltd.**

Sr. No.	Description	Qty.	Unit	Unit RateRs. (Basic Cost Bimonthly)	Total Rs.W/o Tax	Tax Applicable %	Tax Rs.	Total Rs.
		1		2	3=1 x 2	4	5=3*4%	3+5
1	GVPN Service for 2 Mbps Bandwidth Connectivity between DND & MDL Bi-Monthly	18	Nos					

Note:

(i) Above Rate sheet is illustrative, bidders are requested to fill the PRICES for each of the listed items strictly in the prescribed format/ Rate sheet provided in E-Procurement Portal. **Offer in any other form will not be considered**

(ii) Bidders to refer scope of work before quoting.

Mazagon Dock Shipbuilders 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 Fax no. Telephone no.	:	
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 Authorised Signature of the suppliers

Certified that the particular as per Serial No. 1 & 6 to 11 are correct as per our records.

Date Bank's Stamp Authorised Signatories of Bank Officers

Vendor Declaration

Sub : GVPN Service for 2 Mbps Bandwidth Connectivity between DND & MDL for 3 Years from ISP
M/s.TATA Communications Ltd.

We have understood the Scope of Work and requirement mentioned in the Tender Document, discussed the same with CM (SB-D-CAD). We also confirm herewith that our quoted price/rates in line with the above scope of work.

Signature

Name

Designation í í í í í í í í

Stamp í í í í í í í í .

Date.....

EXTRACT OF PROVISIONS OF THE OFFICIAL SECRETS ACT, 1923

SECTION 2(B) ; “PROHIBITED PLACE”

It is defined as the place of any work of Defence Dockyard and other so belonging or occupied and used for the purpose of building, repairing, making or storing any ammunitions of war.

For the purpose of the above definition, sketch includes any photograph or other mode of representing any place or thing.

SECTION 3 : “PENALTIES FOR SPYING”

If any per unlawfully -

- a) approaches, inspects, passes over or is in the vicinity of any clear place; or
- b) make any sketches intended to be directly or indirectly useful to an enemy ; or
- c) obtains, collects, records or communicates to any other person any secret official code.

Shall be liable for imprisonment of 14 years in case of Defence Installation.

SECTION 4 : “COMMUNICATION WITH FOREIGN AGENTS”

If any person has been in communication with or attempted to communicate with foreign agents regarding the vital information of any “PROHIBITED PLACE” would be guilty of violating the provisions of this Act.

SECTION 5 : “WRONGFUL COMMUNICATION OF INFORMATION”

If any person having in his possession or control any official document;

- a) Willfully communicates to any person, other than a person, who is authorised to communicate it.
- b) Used the information in his possession for the benefit of any foreign power.
- c) Retain in his possession when he has no power to retain it
- d) Fails to take reasonable care of it.

Shall be guilty of an offence under this Act.

SECTION 6 : “UNAUTHORISED USE OF UNIFORMS”

If any person for the purpose of gaining admission or of assisting any other person to gain admission to a “PROHIBITED PLACE” wears uniforms without lawful authority shall be guilty of offence under this Section.

SECTION 7 : “INTERFERING WITH OFFICERS OF POLICE”

No person in the vicinity of any “PROHIBITED PLACE” shall abstract any Police Officer engaged on guard, sentry or similar duty. If any person move in the provisions of this section, shall be punishable with imprisonment, which may extend up to 3 years.

SECTION 8 : “DUTY OF GIVING INFORMATION”

It shall be duty of every person to give on demand to a superintendent of Police or any other Police Officer not below the rank of Inspector, any information in his power relating to an offence under this Act.

If any person fails to give such information, shall be punishable with imprisonment to 3 years or fine or with both.

SECTION 9 : “INCITEMENT”

Any person who attempts to commit or debate the commission of an offence under this Act shall be punishable with the same punishment and be liable to be proceeded against in the same manner as if he had committed such offence.

SECTION 10 : “PENALTY FOR HARBOURING SPIES”

If any person whom he knows or has reasonable grounds for supposing to be person who is about to commit or who has committed offence under this Act shall be guilty of offence under this Section.

SECTION 11 : “SEARCH WARRANTS”

If a presidency Magistrate, Magistrate First Class or Sub-Divisional magistrate is satisfied with the information that there is reasonable ground for suspecting that an offence under this Act has been or is about to be committed, he may grant search warrant to any Police Officer to enter at any time any premises to force to search premises or the places.

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 Laborers.
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. Reqs. 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 Undertaking on their Company's letter-head as per the Format enclosed at Annexure-3 to be endorsed by the concerned HOD.

c) After 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 / Regular Suppliers, 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 Laborers:

(a) Pr-requisites:

The contractor has to fulfill statutory obligations towards Provident Fund (PF), ESIC (ESI), Labour License 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 laborers. 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 acknowledgment on the copy of RDF Form before deploying the laborers. 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. situated 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 acknowledgment 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 Workman'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 License:

Contractor deploying 20 or more employees to execute an Order will have to obtain Labour License from the Office of the Labour Commissioner situated at Sion, Mumbai. He has to get Labour License 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 acknowledgment 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 Acknowledgment 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 License 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 acknowledgment 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 Laborers 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' color for all Yards other than East Yard. 'Yellow' color 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 commonly 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 Workman'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 laborers.

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 laborers.

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 laborers.

Al cock 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 formalizes 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 losses 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 Officials 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 confiscation 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.