



निविदा पूछताछ  
**TENDER ENQUIRY**

[वेब निविदा]  
**[WEB TENDER]**

माझगांव डॉक शिपबिल्डर्स लिमिटेड

(भारत सरकार का उपक्रम)  
**MAZAGON DOCK SHIPBUILDERS LIMITED**  
(Formerly known as Mazagon Dock Limited)  
(A Govt. of India Undertaking)  
CIN: U35100MH1934GOI002079  
Dockyard Road, Mumbai 400 010  
Website- [www.mazagondock.in](http://www.mazagondock.in)  
Certified - ISO 9001: 2008 for Shipbuilding Division  
GST ID : 27AAACM8029J1ZA

निविदा सं./Tender No	6000001304	विभाग/Department	OTS(OUTSOURCING DEPT.)
क्रय अधिकारी/Purchase Exec.	A P Garkhedkar	क्रय अधिकारी/Purchase Exec.	A P Garkhedkar
सेवा में /To		दूरभाष सं./Telephone No	23763067
		फैक्स सं./Fax No	23743198
		ई-मेल/E-Mail	apgarkhedkar@mazdock.com
दूरभाष सं./Telephone		निविदा सं./Tender No	6000001304
फैक्स सं./Fax		निविदा तिथि/ Tender Date	31.07.2020
ई-मेल/E-Mail		निविदा बंद की तिथि/Tender Closing Date	24.08.2020
		निविदा बंद होने का समय/Tender Closing Time	15:00:00
		आरएफक्यू सं./RFQ No	2110001527

निविदा शुल्क/Tender Fee	रु/Rs	0.00
बयाना राशि/EMD Amount	रु/Rs	60,000.00
पुर्व बिड बैठक तिथि और समय/Pre Bid Meeting Date & Time		,00:00:00
निविदा खोलने की तिथि और समय/Tender Opening Date & Time		25.08.2020,15:30:00
प्रस्ताव वैधता तिथि है/Offer should be valid up to		24.12.2020
सुरक्षा जमा/Security Deposit		5.00 %आदेश मूल्य का/PO value
वरीय बैंक जमानत /Perf. Bank Guarantee		10.00 %आदेश मूल्य का/PO value

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

प्रिय महोदय/महोदया  
Dear Sir / Madam ,

विषय /SUB:- BRC FOR MAINTENANCE OF 390 KWP SOLAR POWER PLANT INSTALLED AT VARIOUS ROOFTOP IN MDL, AS PER SCOPE OF WORK

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

क्र सं. SL.No.	सामग्री / सेवा विवरण Material / Service Details	मात्रा / इकाई Quantity / unit	आपूर्ति तिथि Delivery Date
00100	Maintenance of solar Power Plant Service Description :MDL has installed 390 kWp Grid Interactive Roof Top Solar Photo Voltaic (SPV) Power Plant with associated equipments at SB-Pipe Shop (Asbestos sheet of the slopping roof)	1 Activity unit	31.10.2022

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	<p>&amp; EY Pipe Shop (Galvalem sheet of the sloping roof), North Yard &amp; P&amp;A Shop and Bond Store, South Yard and SPV modules are to be installed on Asbestos sheet of the slopping roof in SB Pipe Shop and Galvalem sheet of the sloping roof of EY Pipe Shop, P&amp;A Shop and Bond Store all in South Yard of MDL. The capacity of the solar power plants on each roof top is as under: -</p> <p>a) SB-Pipe Shop (Asbestos sheet of the slopping roof) = 90kWp  b) EY Pipe Shop (Galvalem sheet of the sloping roof) = 190kWp  c) P&amp;A Shop (Galvalem sheet of the sloping roof) = 69kWp  d) Bond Store (Galvalem sheet of the sloping roof) = 41kWp</p> <p>Vendor/s are expected to visit MDL site to make assessment of work</p> <p>1. MAINTENANCE WORK</p> <p>The scope of work includes following activities are to be carried out</p> <ul style="list-style-type: none"> <li>• Cleaning of all PV Modules on roof top once in 15 days. The firm shall provide schedule of quarterly maintenance and service report will be generate quarterly</li> <li>• Regular and periodic checks of PV Modules, Power Conditioning unit(inverter) and other LT Panels, junction Boxes etc. and carry out periodical maintenance of PV Modules and all other equipment as given in manufacturer's service manual.</li> <li>• Particular care shall be taken to prevent corrosion of outdoor equipment /structures. Any corroded item / part to be replaced as necessary.</li> <li>• Essential spares should be maintained at site to minimize down time.</li> <li>• Earthing resistance of earthing system shall be measured and recorded once in 6 months. If the measured value of earth resistance is more than 5 ohm, suitable corrective action is to be taken to bring down same.</li> <li>• The testing equipments must have valid calibration certificate and be calibrated once every 2 years from NABL accredited labs and the certificate of calibration must be kept for reference as required.</li> <li>• A proper maintenance register for various equipment is to be kept &amp; maintained at site by Vendor to record periodic preventive / break down maintenance work carried out.</li> <li>• Vendor shall attend breakdown jobs immediately on receiving intimation over phone or through other means of communication.</li> </ul> <p>The vender shall supply and replace the spares as &amp; when required with prior consent of the user dept. guarantee for repair/ replaced spares at least 12 months from date of repair/ replace.</p> <ul style="list-style-type: none"> <li>• Vendor shall deploy minimum 01 Experienced Engineer / Supervisor, 2/3 helpers to clean modules and other equipment at site. During break down additional manpower as necessary to be mobilized to put the plant in operation in minimum down time.</li> <li>• Vendor shall comply with provisions of all relevant acts of Central or state Governments such as: <ol style="list-style-type: none"> <li>1) Factories Act 1948</li> <li>2) Minimum Wages Act 1948</li> <li>3) Payment of wages Act 1936</li> <li>4) Industrial Dispute Act 1947</li> <li>5) Workmen's Compensation Act 1923</li> <li>6) Employees State insurance Act 1948</li> <li>7) Contract labour (regulations &amp; Abolishment) Act 1970</li> <li>8) Indian Electricity Act 2003</li> <li>9) Indian Electricity rules 1956</li> </ol> </li> </ul>				

क्र सं. SL.No.	सामग्री / सेवा विवरण Material / Service Details	मात्रा / इकाई Quantity / unit	आपूर्ति तिथि Delivery Date
	<p>10) CEA Regulations – 2010 or latest 11) MNRE Guidelines 12) Any other act applicable during execution of contract.</p> <ul style="list-style-type: none"> <li>• Vendor shall take permission for working in MDL on working on weekdays, saturday/sunday/ holidays if required for their personnel minimum 3 days working days prior to the date of work. Vendor's shall comply with all safety &amp; security regulations of MDL at site to avoid any accidents to his personnel / MDL's personnel. PPE to be used by vendor's work team at all times inside MDL yard.</li> <li>• If any equipment is damaged due to negligence of Vendor's personnel, then same is to be made good by way of repair / replacement free of cost. · All tools &amp; tackles required for maintenance contract shall be arranged &amp; maintained at site.</li> <li>• MDL will provide Electricity, water and compressed air at one point free of cost. All other required materials / machinery / spares / equipment / consumables are to be arranged by Vendor.</li> <li>• Maintain a suitable register for various equipment at site by Vendor to record periodic preventive / break down maintenance work carried out.</li> <li>• Records shall include 1) date of maintenance 2) reasons for breakdown 3) corrective action taken to rectify breakdown 4) Down time and duly verified by MDL Officer –in-charge.</li> <li>• Regularly update and implement equipment repair and preventive maintenance program to meet specifications of equipment manufacturers and recommendations of manufacturers.</li> <li>• Provide technical &amp; engineering support for resolving operation and maintenance problems(OEM).</li> <li>• Maintenance rate quoted shall be deemed to be inclusive of all salaries &amp; other cost, expenses of employees &amp; taxes, duties &amp; levies thereof, tools &amp; tackles, insurance etc. and liabilities of every description and all risk of every kind to be taken during maintenance contract period.</li> <li>• Vendor shall be responsible for supply of all spare parts / defect rectification of modules, inverters, PCU's etc., as required from time to time &amp; carryout preventive maintenance / overhauling of plant under maintenance contract.</li> <li>• Utmost care shall be taken by vendor during maintenance activity. Vendor has to ensure that under any circumstances no water leakage occurs inside the workshop due to puncturing of roof sheets</li> <li>• Vendor shall perform Maintenance Work in an efficient manner and in accordance with systems designers and manufacturers specifications, Annual Operating Plan for Solar Plant and all operation and maintenance manuals.</li> <li>• Prudent Utility Practices.</li> <li>• Vendor shall use all reasonable and practical efforts: <ul style="list-style-type: none"> <li>i) To maximize plant capacity utilization</li> <li>ii) To minimize plant downtime</li> <li>iii) Optimize useful life of all equipment.</li> </ul> </li> </ul> <p>2. SAFETY REQUIREMENTS</p> <p>a) Vendor should take all necessary safety precautions while working on roof top during cleaning of SPV Modules &amp; other work. Vendor should provide proper personal protective equipment &amp; other safety equipment to his work team. Vendor should ensure that safety gear such as safety belts, safety ladder/s, safety helmets etc., are used by his work team at all times during execution of work. Though access ladder and Horizontal Life Line System is already installed on rooftop where modules mounted and transparent sheets on the roof top are clearly marked to avoid accidental stepping on the sheet.</p> <p>b) The firm should engage only those workers who are qualified and experienced for the work to be done and for which contract has been awarded.</p>		

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	<p>c) Work should be all the time during execution period to be supervised either by the contractor himself or by qualified authorized supervisor of the contractor.</p> <p>d) It is the responsibility of the contractor to ensure safe working of his workers while carrying out the work and should follow all Statutory Safety provisions and rules. Contractor should provide and ensure use of full harness Safety Belts, good quality leather Safety Shoes, Safety Helmets as per IS – 2925, Welding Shields, Hand Gloves, etc. by workers for safe working. The contractor shall take all safety precautions and follow safety rules prevailing at MDL.</p> <p>e) Contractor should engage Skilled labour for cleaning of Modules</p> <p>f) Special precautions should be taken while working at height. Contractor should ensure that none of his worker works at a height without using safety belts. Contractor himself should supervise the work while working at height and should intimate in writing to concerned MDL Supervisor / Engineer before commencement of work.</p> <p>g) Contractor should ensure that none of his employees work without safety shoes. No workmen should be allowed to work inside the MDL premises wearing slippers /chappals.</p> <p>h) The contractor shall be responsible for safety procedures strictly.</p> <p>i) Safety awareness training to be imparted to all workers and all safety regulation to be followed.</p> <p>j) In case of any Accident causing injury of casuality to any of Contractor's worker or Contractor himself while carrying out the work, the complete responsibility lies with the Contractor. Contractor should ensure to provide immediate Medical help to his injured worker / workers and should provide Compensation as per Workmen Compensation Act 1923 in case of injury or causality causing out of accident while on work to his workers.</p> <p>3. SPARES: A minimum set of spares(preferably one set)shall be maintained in the plant itself vendor Premises for the entire period of maintenance to minimise down time. (A list of requisite spares in case of PCU/inverter comprising of a set of control logic cards, IGBT driver cards etc. Junction Boxes. Fuses, MOVs / arrestors, MCCBs etc along with spare set of PV modules be indicated, rate list for requisite spares shall be given along with the offer.)</p> <p>4. Guarantee/ Warrantee:- Vendor shall give OEM Guarantee for two years for replaced spare items and one year warrantee for repaired spare items</p> <p>5. Penalty/LD :- Vendor shall submit cleaning schedule for cleaning of module with water, Penalty of Rs 250/- per day is applicable,if vendor will not clean modules as per schedule and Rs 100/- per day for not functional of inverter from the seventh day of date of intimation</p> <p>6. QUALIFICATION CRITERIA OF VENDOR FOR SPV POWER PLANT. Vendor can be a: - 1) System integrator cum EPC (Engineering, Procurement &amp; Construction) Vendor and carrying out maintenance activities of solar plant. OR Vendor carrying out maintenance activities of solar plants.</p> <p>2) Vendor should have executed a direct purchase order with single point responsibility for</p>				

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	<p>maintenance of SPV power plants (minimum 2 numbers with cumulative capacity of the plants shall be minimum 200kWp) in last 5 years Vendor to furnish complete documentary evidences in support of above qualification and experience criteria as mentioned at 1 &amp; 2 above</p> <p>7. LIST OF EQUIPMENT</p> <p>Plant capacity,Location, No. of Module and Wp, Size PCU/ Solar Inverter make and capacity LT panel/ feeder to grid</p> <p>a) 90kWp SB-Pipe Shop, 384 nos. &amp; 235Wp, Refusol make 20kW x 04, In SB-Pipe Shop, ground floor &amp; date of installation of plant 29.01.2014</p> <p>b) 191kWp EY-Pipe Shop, 792 nos. &amp; 240Wp, K-star make 22kW x 09, In EY Pipe Shop first floor &amp; date of installation of plant 14.02.2015</p> <p>c) 67kWp P&amp;A Shop, 279 nos. &amp; 240Wp K-star make 22kW x 03 In P&amp;A Shop, ground floor&amp; date of installation of plant 14.02.2015</p> <p>d) 42kWp Bond Store, 176 nos. &amp; 240 Wp, K-star make 22kW x 02, In Mugal House 4th floor &amp; date of installation of plant 14.02.2015</p> <p>TOTAL 390kWp</p> <p><b>The Line item 00100 covers the following services</b></p>		
000000001 0	<p>सेवा सं./Service Number :-</p> <p>संक्षिप्त वर्णन/Short Description :- Maintenance of Solar Power plant</p> <p>सेवा विवरण/Service Details :- Cleaning of all modules with water and cleaning of all inverters with air blower once in every 15 day in each month.</p>	48 Number	
00200	<p>Repair/ Replacement of spares</p> <p><b>The Line item 00200 covers the following services</b></p>	1 Activity unit	31.10.2022
000000001 0	<p>सेवा सं./Service Number :-</p> <p>संक्षिप्त वर्णन/Short Description :- Supply &amp; Replacement of 20kW Inverter</p> <p>सेवा विवरण/Service Details :- Supply &amp; Replacement of 20kW Inverter with Original Equipment Manufacturer (OEM) 2-year warranty after commissioning (SMA/DELTA/ABB/KACO)</p>	2 Number	
000000002 0	<p>सेवा सं./Service Number :-</p> <p>संक्षिप्त वर्णन/Short Description :- Supply &amp; Replacement of 235 Wp Module</p> <p>सेवा विवरण/Service Details :- Supply &amp; Replacement of 235 Wp Module with 2 year warranty after commissioning</p>	10 Number	

निविदा सं./ Tender No:- 6000001304		निविदा तिथि/ Tender Date:- 31.07.2020		आरएफक्यू सं./RFQ No:- 2110001527	
क्र सं. SL.No.	सामग्री / सेवा विवरण Material / Service Details	मात्रा / इकाई Quantity / unit	आपूर्ति तिथि Delivery Date		
000000003 0	सेवा सं./Service Number :-  संक्षिप्त वर्णन/Short Description :- Supply & Replacement of 240Wp Module सेवा विवरण/Service Details :- Supply & Replacement of 240Wp Module with 2-year warranty after commissioning	25 Number			
00300	Repair of inverter 20KW Refusol make <b>The Line item 00300 covers the following services</b>	1 Activity unit	31.10.2022		
000000001 0	सेवा सं./Service Number :-  संक्षिप्त वर्णन/Short Description :- Repair of inverter 20KW Refusol make सेवा विवरण/Service Details :- Repair of inverter 20KW Refusol make with one-year warranty after repair	2 Number			
00400	Repair of inverter 22KW k star make <b>The Line item 00400 covers the following services</b>	1 Activity unit	31.10.2022		
000000001 0	सेवा सं./Service Number :-  संक्षिप्त वर्णन/Short Description :- Repair of inverter 22KW k star make सेवा विवरण/Service Details :- Repair of inverter 22KW k star make with one-year warranty after repair	2 Number			
00500	Repair of Module <b>The Line item 00500 covers the following services</b>	1 Activity unit	31.10.2022		
000000001 0	सेवा सं./Service Number :-  संक्षिप्त वर्णन/Short Description :- Repair of Module 235Wp	10 Number			
000000002 0	सेवा सं./Service Number :-  संक्षिप्त वर्णन/Short Description :- Repair of Module 240Wp	25 Number			
<p>नियम और शर्तें : भाग ए मे लिखी हुई और इतर संलग्नपत्रे इस निविदा एक अभिन्न अंग हैं  हमें आशा है की,हमें प्रतियोगित्मिक और उचित प्रस्ताव इस निविदा के लिए प्राप्त होगा  </p> <p>Terms &amp; Conditions as indicated in Part A of this tender and other enclosures / annexures form an integral part of this tender document. We look forward to receive your most competitive and reasonable offer against this Tender.</p>					
माझगाँव डॉक शिपबिल्डर्स लिमिटेड के लिए /For Mazagon Dock Shipbuilders Ltd					

**Part-“A”**

**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) on our e-procurement portal <https://eprocuremdl.nic.in> for the following Scope of Work / Supplies, terms and conditions:

1. **Description of Work/Supplies/Services:** BRC for Maintenance of 390 kWP Solar Power Plant installed at various rooftop in MDL.
  - 1.1 The detailed scope of work is as per **Enclosure-1**
2. **Pre-Qualification Criteria:** Bidders should upload a scanned image of documents along with their offer for the following:
  - i) Bidders Company Profile and Shop & Establishment registration certificate.
  - ii) List of equipment held by them with model / year / working status along with details of their facilities and personnel with designation, qualification and experience to determine their capabilities.
  - iii) Bidders Audited Balance sheets and Profit & Loss A/c of the company for last 3 financial years ending **31st March 2017, 2018 and 2019**. The average minimum turn over for 3 years should be at least **Rs. 4.5 Lakh**.
  - iv) Bidder should have experience of having successfully completed similar type of works during last 7 years ending **31st July 2020** as stated below:
    - a) Three similar completed works each costing not less than **Rs. 12 Lakh**.  
OR
    - b) Two similar completed works each costing not less than **Rs. 15 Lakh**.  
OR
    - c) One similar completed work costing not less than **Rs. 24 Lakh**.  
OR
    - d) Similar completed work within a continuous span of 12 months of Cumulative value not less than **Rs. 7.5 lakhs**.
  - v) Bidders have to submit scanned copies of supporting documents as per clause No. 6 of Scope of Work at Enclosure – 1

**Note:** Similar completed works referred above means Maintenance of similar type of Solar Power Plant.

**NOTE:**

- 1) It is clarified that the work executed by the contractors for their in-house or capital use will not be considered for the purpose of bidders' experience of completion of similar works.
- 2) Bidders need to Upload supporting documentary evidence in support of the Pre-Qualification Criteria Viz. **Work Order, Work Completion Certificate** issued by the party for whom the work is done. MDL has a right to verify / cross verification of authenticity of the said documents whenever felt necessary.

**3. Earnest Money Deposit (EMD)**

- 3.1 Bidders shall furnish EMD of **Rs. 60,000/-** (Rupees Sixty Thousand only) against this tender.
- 3.2 The EMD can be remitted directly to MDL Bank Account as per details given in Annexure- “A” of this tender. **Further, the bidder should specifically mention the details of company name as well as nature of remittance, tender number/order number etc in the text/narration fields of Bank's NEFT remittance in order to identify the same.**

- 3.3** EMD can also be submitted in the form of Bank Guarantee in the prescribed format drawn in favour of MAZAGON DOCK SHIPBUILDERS LIMITED payable at Mumbai. The format of Bank Guarantee for EMD is available on MDL Website. The bid bond / Bank Guarantee should be valid for 4 more weeks beyond the offer validity period indicated in the tender. Bank Guarantee should be drawn on reputed Nationalized / Scheduled Banks excluding co-operative banks. In case of BG, Bidders to advise their bank/banker to send original BG directly to OTS department in sealed envelope to dispense with additional step of verification of authenticity of signatories.
- 3.4** Bidders are requested to upload the scanned image of EMD i.e. Annexure-A/Bank Guarantee online along with the bid. If bidders are submitting the Bank Guarantee, they are requested to inform us the address, Tel. No., Fax No. of the issuing Bank. and forward the original of the scanned copy of EMD enclosed in a envelope addressed to **HOD (Outsourcing), 6<sup>th</sup> floor, Service Block, North Yard, Mazagon Dock Shipbuilders Limited, Mumbai – 400 010**, super scribing Tender No & Tender date by Speed Post / Registered Post / Courier Service/Hand Delivery to reach the office of HOD (Outsourcing) **within seven days** from the Tender closing date.
- 3.5** Timely submission of the EMD is the responsibility of the bidders and no reasons / excuses in this regard will be entertained by MDL.
- 3.6** EMD of unsuccessful bidders will be returned after finalization of the tender and shall be interest free. If bidders are submitting the Bank Guarantee, they are requested to inform us the address, Tel. No., Fax No. of the issuing Bank.
- 3.7 "For making online payment please follow the following steps:**
- Go to [www.mazdock.com](http://www.mazdock.com)
  - Click on Online payment tab available on home page
  - 4 options viz. Career, Tender, Security, Scrap / Disposal will be available.
  - Click on the respective tab and make the payment online using Debit cards, Credit Cards, Net banking, BHIM/UPI etc. after filling the required details.
- PS: Till the new online payment System is fully established, the receipts through the conventional method of NEFT/RTGS etc may be accepted in case the remitter has any genuine difficulty with respect to online payment
- 3.8 Exemption from Submission of EMD**  
Following bidders shall be exempt from submission of EMD:

a)	State & Central Government of India departments, Public Sector Undertakings.
b)	Firms registered with Mazagon Dock Shipbuilders Limited (MDL). (i.e EMD is exempted for the vendor who are permanently registered under material /service group 1402176 only) To qualify for EMD exemption, firms should necessarily submit VALID copy of the Registration Certificate issued by MDL, for the items for which the offer being submitted, in Part-I offer/bid. Firms in the process of obtaining MDL registration will not be considered for EMD exemption.
c)	Firms registered with NSIC under its “Single Point Registration Scheme”. To qualify for EMD exemption, firms should necessarily submit VALID copy of the Registration Certificate along with the list of items/services for which they are registered, as issued by NSIC, in Part-I offer / bid. Firms in the process of obtaining NSIC registration will not be considered for EMD exemption.
d)	All Micro & Small Enterprises subject to their submitting the Registration Certificate from the Competent Authority regarding their Micro/Small Industry status. Firms registered with Micro & Small Enterprises under its “Single Point Registration Scheme”.
e)	Common/Deemed DPSU registered vendors qualify for EMD exemption. Such firms shall submit valid copy of the Green Channel certificate issued by MoD for the items for which the offer is being submitted in Part-I offer/bid. Firms in process of obtaining registration in other DPSUs will not be considered for EMD Exemption
f)	Green Channel Status vendors qualify for EMD exemption. Such firms shall submit valid copy of the Green Channel Certificate issued by MoD for the items for which the offer is being submitted in Part-I offer/Bid. Firms in process of obtaining this certificate will not be considered for EMD exemption.



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

5. **ONLINE SUBMISSION OF OFFER IN TWO-BID SYSTEM:** Offer must be submitted in two parts, Part - I (Techno-Commercial Bid) & Part - II (Price Bid) on the MDL's e-Procurement website <https://eprocuremdl.nic.in>. **Offer in any other form will not be considered.**

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

i)	Online Acceptance on clauses of Tender Enquiry, <b>(TEF)</b> General Terms & Conditions <b>(GT&amp;C)</b> , Standard Terms & Conditions <b>(STACS)</b> 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 GST Registration Certificate.
v)	Price Rate sheet BLANKING the PRICES but clearly indicating ' <b>QUOTED / UNQUOTED</b> ', also indicating the % of actual taxes/ duties applicable with SAC code, in the prescribed format available on MDL's e-Procurement website <a href="https://eprocuremdl.nic.in">https://eprocuremdl.nic.in</a>
vi)	Bidders / Vendors should upload scanned documents as per <b>Para 2 in Part-A</b> of the tender.
vii)	Scanned Image of valid Registration or Approval certificates in case of Bidder's/ firms registered with MDL/ NSIC/ Micro or Small Enterprises/Industries.
viii)	Scanned image of Vendor Declaration in bidder's letterhead as per the format at <b>Enclosure-4</b> .
ix)	Scanned image of duly filled RTGS/NEFT as per <b>Enclosure-3</b> .

**Note:**

i) MDL has the right to verify / cross verification of authenticity of the scanned documents with respect to originals 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 the drop-down field choices available against the relevant 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 online by selecting "QUOTED" or "NOT QUOTED" from the drop-down field choices available, 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.

**5.2 Price Bid(Part-II):** In this part, bidders are requested to fill the PRICES for each of the listed items/services strictly in the prescribed format/ Rate sheet provided in e-Procurement Portal. **Offer in any other form shall not be considered.**

**5.3 Opening of Techno-Commercial Bid (Part-I):** Techno-Commercial bid (Part-I) will be opened online on the tender closing date or extended tender closing date or next working day if closing date happens to be holiday declared by MDL. The participant bidder can also witness opening of the bids online from their locations by logging on MDL E-Portal website with their Class IIIB Digital Signature Certificate (DSC) or higher version. Bidders may be called for attending TNC meeting at MDL if MDL desires so.

**5.4 Opening of Price Bid (Part-II):** After completion of the Techno-Commercial scrutiny of the received bids, intimation for opening of price bid (s) will be communicated only to the Techno-commercially qualified bidders, with the date & time of opening declared in such intimation. Such intimation may be given at a short notice by Fax, E-mail or even by telephone. The participant bidders can also witness the opening of the bids online from their location by logging on to the portal with their Class-IIIB Digital Signature Certificate (DSC).

**6. Bid Rejection Criteria.**

**a. Following bids shall be categorically rejected:**

i)	The Bids received after tender closing date and time.
ii)	Bids received without EMD (other than those who are exempted from payment of EMD), as specified in the tender
iii)	Bidders not quoting for all the items in the Rate Sheet in the prescribed format available on MDL's e-Procurement website <a href="https://eproceduremdl.nic.in">https://eproceduremdl.nic.in</a>
iv)	In case of e-tenders, if the dates of remittance of EMD amount/issue of EMD BG is later than the tender Closing date.

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

i)	Bidder's failure to submit sufficient or complete details for evaluation of the bids within the given period on intimation of deficiency in the bid.
ii)	Incomplete / misleading / ambiguous bids in the considered opinion of TNC.
iii)	Bids with technical requirements and or terms not acceptable to MDL.
iv)	Bids received without scanned copies of pre-qualification documents wherever required as per the tender.
v)	Bids not meeting the pre-qualification parameters stipulated in the tender enquiry.
vi)	Validity period indicated by bidders is shorter than that specified in the tender enquiry.
vii)	Bidders not agreeing to furnish Security Deposit till completion of the supplies / services as per contract.
viii)	Bidders not submitting documents as per clause 5.
ix)	In case of e-tenders, the original of the uploaded copy of EMD BG/IPBG if received after seven days of the tender closing date.

**7. Bid Evaluation Criteria:** Lowest bidder (L1 Bidder) will be determined on the basis of total quoted value (excluding taxes) of entire line items of price bid rate sheet considering 100% total rates of services (part [A] of rate sheet at enclosure 2) and 25% of spares parts (part [B] of rate sheet at enclosure 2). L1 bidder will be considered for further processing for placement of order.

Ranking of bids will be done offline after loading the bids as applicable as per loading parameters given in tender.

Taxes are excluded for the further purpose of ranking the bids. However, there may arise a situation where overall quoted value inclusive of taxes of the adjudged L1 bidder may be higher compared with any other bid(s) depending on the tax structure. Therefore, the adjudged L1 bidder has to reduce the price to make it competitive both before including taxes and after including taxes. If the adjudged L1 bidder does not agree to reduce the price to make it competitive after including taxes, then the next

lowest ranked bidder will be given the opportunity in the order of ranking (L2, L3, L4 so On) so that procurement is competitive.

Note:- In case of any discrepancies observed in Grand total in the price bid, evaluation will 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 Two Years and Biennial contract may be extended for a further period of three months on mutual consent on the same 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 10 working days** from the placement of Purchase Order.
- 10. Pricing:** The bidder shall quote the prices of all items listed in the tender which will be inclusive of all costs such as labour, transportation, incidental expenses etc. However, the applicable taxes /duties and levies will be indicated separately in the rate sheet. The price quoted shall remain firm and fixed during the tenure 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. Price Escalation:** Price shall be firm & fixed during entire tenure of contract. Price escalation is not applicable.
- 12. TAXES & DUTIES:**
  - I.** GST as per GST Laws shall be payable extra as quoted and agreed.
  - II.** In case of purchases of goods/services from unregistered dealers under GST Laws, GST will be paid by MDL under reverse charge mechanism.
  - III.** Bidder should upload invoice on GST portal in the month of sale against MDL GSTIN 27AAACM8029J1ZA
  - IV.** Bidder invoice number should be 16 character or less and invoice number exactly as printed on the invoice should be uploaded on the GST portal.
  - V.** Benefits from reduction in rate of tax/ITC are 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 is given in technical bid.
  - VI.** If the vendor is registered under GST, vendor shall mention the HSN code for goods &/or 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 services is that of the vendor. MDL shall not be responsible for any error in HSN code for goods &/or 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.
  - VII.** 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 shortcoming 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.
  - VIII.** 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.

**IX.** 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).

**X.** 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.

**XI.** The rate sheet enclosed with the tender will indicate the rates to be entered under each head wherever applicable. Bidders must clearly mention the applicable Taxes & Duties. The item-wise rates quoted in the Rate Sheet should exclude Taxes & Duties. Bidder should indicate GST rates as applicable separately under each of the head in the same Rate sheet, which will be paid extra based on tax invoice to the extent applicable. The GST will be applicable on total basic rate of each item.

### **13. TERMS OF PAYMENT:**

- a. 100 % for services and 90% for spare will be made through RTGS/NEFT between 15 and 20 days for actual quantities of work executed and on submission of set of Original + 2 copies of ink signed monthly Tax Invoice to be submitted to Invoice Receiving Section along with work completion certificate, Log Sheets etc. duly certified by executive of EY-MTC of MDL not below the rank of Chief Manager. The bills shall be preferably submitted within four weeks of certification of Work Completion Certificate 'WCC'.
- b. Contractor will be required to submit bills indicating details of earlier billing in every bill/invoice and also showing cumulative value of work done, failing which, the bills will not be accepted / cleared. The bills should be preferably submitted within four weeks of certification of Work Completion Certificate 'WCC' to Receipt Section adjacent to ARS punching station of South Yard along with Service entry through SAP system.
- c. Work completion certificate should confirm that the work is completed in time or In case of delays, the duration be specified in this certificate to invoke LD Clause and effect recoveries from Contractors' invoice.
- d. Balance 10% will be paid on completion of Guarantee period of 12 months for repaired spares parts and 24 months for replaced spares parts for the completed work based on satisfactory completion report by WCC certifying authority of MDL OR on submission of PBG.
- e. 10% retained payment of billed work against invoice can be released on submission of PBG of equivalent value and validity covering the guarantee/warranty period of certified work in respective invoice.
- f. Invoices shall be raised based on actual number of Personnel deployed during the month as per the contract term only. For any absence during the month other than weekly offs or any partial deployment, pro-rata reduction shall be made considering the effective working days in the month as 30/31.
- g. In case of delay, the duration along with number of delayed days, shall be specified in the WCC to invoke LD clause and to effect recoveries from contractor's invoice.

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

i. "In order to address the financial needs of MSME firms, GoI has introduced a platform for facilitating the financing of trade receivables of MSMEs from buyers, through multiple financiers which is termed as Trade Receivables Discounting System (TReDS). At TReDS, auctioning of invoices at competitive & transparent environment is done by financiers based on Buyer's credit profile.

MDL is registered on the "Invoicemart" TReDS platform and M1xchange of M/s Mynd Solutions Pvt Ltd.

MSME bidders desirous to receive payments through TReDS platform may avail the facility if they are already registered on

i. "Invoicemart" TReDS platform or by registering on it.

Contact details at "Invoicemart" TReDS platform are as below:

022 6235 7373 and a new mail id [service@invoicemart.com](mailto:service@invoicemart.com).

ii. "M1xchange"

TReDS platform or by registering on it.

Contact details at "M1xchange" TReDS platform are as below:

+91 9920455374 MsAshwathi Jayandran **email id**

[ashwathi.jayandran@m1xchange.com](mailto:ashwathi.jayandran@m1xchange.com)

+91 8839915724 Ms Prinyaka Shah email id [prinyaka.shah@m1xchange.com](mailto:prinyaka.shah@m1xchange.com)

**14. SITE VISIT FOR QUOTING:** Prior to submission of your quotation, bidders are requested to visit the site and if any clarification is required bidders may contact **Mr. S.D. Bhendarkar, DGM (SB-Mtc) on Telephone No 2376 3117 or Mr. Vijay Singh on Tel. no. 23763122** and submit duly filled Vendor declaration as per format at **Enclosure -3** along with the offer.

**15. 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.

**16. SECURITY DEPOSIT (SD): SECURITY DEPOSIT (SD):** The successful bidder (Contractor) shall submit the Security Deposit @ 5 % of the **value of order** (excluding Taxes) within 25 days from the date of Order/Contract.

Security deposit on reducing balance can be accepted on completion of services. Reducing balance bank guarantee towards security deposit is to be submitted by successful bidder where it will be valid for at least one year with claim period of three months within which the same can be extended for further period by amendment.

**16.1** Submission of SD is exempted for Indian PSUs. In lieu, Indemnity Bond in favour of MDL is required to be submitted (Format of the same would be forwarded with the Order).

**16.2** Please note that MDL does not extend any concession such as exemption in payment of Security Deposit to any organization (Except PSU) irrespective of their status, like registered with MDL, NSIC, SSI, MSE, etc.

**16.3** No interest will be paid on Security Deposit. The security deposit will be returned only after successful execution of the order and shall be interest free.

**16.4** Mode of SD: Security Deposit to be submitted in the form of NEFT / DD/ Pay Order/ Bank Guarantee drawn in favor of MAZAGON DOCKSHIPBUILDERS LIMITED from the list of banks approved by SBI/ Canara bank published on MDL website within 25 days from the date of contract. Crossed DD / Pay Order issued by Cooperative banks however will be accepted subject to realization. In case of SD-BG, the same shall be valid for one year from the start date of contract plus three months claim period. Bidders to advise their bank/banker to send SD-BG directly to Outsourcing Department to dispense with additional step of verification of authenticity of signatories. No change/modification in the text of the prescribed format of the BG is permissible.

- 16.5** SD through NEFT- remittance through Bank: In case of online remittance of SD amount, scanned image of Annexure-VI, duly filled is to be submitted to Outsourcing Department. Further, the bidder should specifically mention the details of company name as well as nature of remittance, tender number/order number etc. in the text/narration fields of Bank's NEFT remittance in order to identify the same.
- 16.6** Any delay in submission of SD shall result into charging of interest by MDL on the Contractor @ PLR of SBI + 2 % on the SD amount for the delayed period. Additionally, in case of failure to submit SD within twenty five (25) days from the date of order placement, the EMD submitted by the Contractor will be encashed and the Order would be liable for cancellation/termination with the invocation of Risk Purchase provisions of the Tender/Order. In case of failure to submit revised-rolling SD within twenty five (25) days from the date of intimation by MDL, the previously submitted SD by the contractor will be encashed by MDL. Additionally, SD amount could be withheld from the payable Invoice (s) of the Contractor, if any.
- 16.7** In case the completion of work is likely to be delayed beyond the Order completion period/Contractual completion period or this period is required to be extended, the Contractor shall have to extend the validity of the Bank Guarantee for SD till such extended period. In case of failure to comply with such extension of the Bank Guarantee for SD by the Contractor, the Bank Guarantee is liable for encashment by MDL.
- 16.8** Non-performance of the Terms & conditions of Order and/or default/breach by the Contractor will result in forfeiture of the SD with application of Risk Purchase provisions.
- 17. Guarantee / Warranty:** Guarantee by Contractor shall be two years for replaced spare items and warrantee by Contractor shall be one year for repaired spare items.
- 17.1 Performance Bank Guarantee:** The Successful bidder shall submit PBG of value equivalent to 10% of value of replaced spare parts and validity covering the guarantee period of the replaced spare parts against invoice in lieu of 10% payment retention as mentioned at 13(d&e) in the payment terms to avail 100% payment or to release the 10% retained payment against respective invoice. Performance Bank Guarantee shall be in the form Bank Guarantee (as per Format OTS -F-09) drawn in favour of **MAZAGON DOCK SHIPBUILDERS LIMITED** for 10% value of work certified in the WCC /billed in respective invoice and valid for 24 months guarantee period plus one-month claim period. Bank Guarantee should be drawn on reputed **Nationalized / Scheduled Banks excluding co-operative banks** and shall be Payable at Mumbai from the date of successful completion of scope of work/commissioning as per purchase order. On satisfactory completion of performance Guarantee obligation, the PBG will be returned without interest. In case of BG, Bidders to advise their bank/banker to send the BG directly to OTS department in sealed envelope to dispense with additional step of verification of authenticity of signatories.
- 18. Inspection:** Quality and Quantity of work/service will be checked and inspected by CM (SB-MTC). Any objection raised by MDL inspection team against quality of service shall be satisfactorily corrected by the bidder at his expenses including replacement as may be required.
- 19. Liquidated damage (LD):**  
Vendor shall submit cleaning schedule for cleaning of module with water. Penalty of Rs 250/- per day is applicable, if vendor will not clean modules as per schedule, maximum penalty for one cycle is Rs. 2000/- and Rs 100/- per day for not functional of inverter from the seventh day of date of intimation and maximum up to Rs. 5000/- per inverter.
- 20. 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.

**21. FREAK LOW QUOTES:** In case after opening of price bid of technically cleared firms, it is noted that L-1 firm has quoted very low rates and indicates to withdraw from the tender then EMD shall be forfeited and firm may be given tender holiday including intimation to other PSUs. If the rates quoted are less than MDL estimates by 40% or so and if the difference in rate between L1 and L2 is 30% (w.r.to L1) or more then the firm will have to give additional BG of 20% of the Freak Low value as additional security. Additional BG will not be applicable for values upto Rs. 25 Lakhs. Bank charges for this additional BG shall be borne by MDL at actual subject to maximum of 0.125% of BG value per quarter (0.5% per annum) as per required validity period and reimbursed against proof of payment.

**22. 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 User department as well as Contractor.

**23. ENGAGEMENT OF EMPLOYEES BY CONTRACTOR:** Contractors shall not engage employees of other contractors, presently working in MDL and recorded at Security Department. The contractor can engage such employees if other contractor gives no objection certificate for such engagement and cancel the name of such desirous employee from his roll and accordingly convey to the security. The contractor engaging such employee without permission is liable for penalty including termination of contract. Such penalty can also be imposed if it is observed that supervisors / workers deployed by contractors are not on their role as per statement submitted by him at Security.

**24. ARBITRATION:**

a) Any unresolved claim, dispute or difference between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be settled by arbitration in accordance with the provisions of Arbitration and Conciliation Act 1996 by a sole arbitrator appointed with the mutual consent of both the parties.

b) The Cost of the arbitration, fee of the arbitrator, remuneration of the stenographer and clerk, stamp paper etc, as shall be decided by the Sole Arbitrator, shall be shared equally by the parties.

c) The seat of the arbitration shall be at Mumbai and the arbitration proceedings shall be conducted in English Language.

d) The governing laws for the arbitration agreement and the contract shall be the substantive laws of India.

**25. COMPLIANCE TO STATUTORY REQUIREMENTS:** The Contractor shall also abide all statutory requirements, Official Secrets Act 1923, Security & Safety regulations, etc. as per references, which are part of this Tender & also adhere to the health, safety and environment norms, equipping their personnel with suitable safety gears, Personal Protective Equipment (PPEs), etc.

**26. 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.

**27. PUBLIC GRIEVANCE CELL:** A Public Grievance Cell headed by **Shri H.V. Karekar, Executive Director (EY)** 4<sup>th</sup> Floor, D1 Building, East Yard, 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 or send their complaints / grievances to him in writing for redressal. His Telephone No. is 2376 3506 or 2373 8368.

**28. Working on MDL Holidays:** Request for permission for working on Sunday / holidays if required, should be submitted 3 working days prior to the date of holiday, to Personnel department and Security through concerned User Department.

**29. 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.

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

**29.2** 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-IIB 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.

**29.3** National Informatics Centre (NIC) has been appointed by MDL as the Application Service Provide (ASP).

**29.4** 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.

**29.5** In case of any difficulty during online submission of offer, bidders are requested to contact on toll-free customer help line no 0120-4200462, 0120-4001002 of e-procurement portal <http://eprocuremdl.nic.in>

**29.6** 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.

**29.7** 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.

**29.8** 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. A P Garkhedkar, DGM (OTS), and Tel. no. 022-2376 3067.

**29.9** 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](http://www.mazdock.com) Shipbuilding → Outsourcing → Tenders.

**29.10** Bidders can participate in online bidding

- By registering with <https://eprocuremdl.nic.in> for User ID and password.

- By obtaining class IIB or above DSC (Digital Signature Certificate) with encryption & signing authority (for secured bidding).

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

**29.12** 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>

**29.13** The contractor has to abide by all statutory requirements and submit the proof when called for. Any penalty levied on MDL due to contractor's failure to abide by statutory requirement shall be recoverable from the contractor.

**29.14** Standard Terms & Conditions, General Terms & Conditions and Official Secret Act 1923 shall be integral part of tender.

**29.15** 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 SHIPBUILDERS LIMITED,

DGM (OUTSOURCING)

(A.P. Garkhedkar)

022-2376 3067

Annexure – “A” Earnest Money Deposit (EMD)/Security Deposit format	
Enclosure –1	Scope of Work
Enclosure – 2	Check Sheet for operated truck
Enclosure - 3	Rate Sheet (Illustrative) part A and part B
Enclosure –4	RTGS/NEFT Form
Enclosure –5	Vendor Declaration
Enclosure -6	TEF Acceptance format
Enclosure -7	GTC Acceptance format
Enclosure -8	STACS Acceptance format
Enclosure -9	Procedure for Entry passes
Enclosure – 10	STACS
Enclosure – 11	GT&C

**References:** Terms & Conditions (Available on MDL Website - [www.mazagondock.gov.in/](http://www.mazagondock.gov.in/) →Tenders →Shipbuilding→ Outsourcing

- 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.mazagondock.gov.in/](http://www.mazagondock.gov.in/) →Tenders →Shipbuilding→ Outsourcing

- 1) OTS -F-05 Bank Guarantee for E.M.D.
- 2) OTS -F-07 Order acceptances Format.
- 3) OTS -F-08 Bank Guarantee for Security Deposit.
- 4) OTS –F-09 Bank Guarantee for PBG.

MAZAGON DOCK SHIPBUILDERS LTD  
DOCKYARD ROAD  
MUMBAI 400010

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**ANNEXURE "A"**

1. "For making online payment please follow the following steps:

- Go to www.mazdock.com
- Click on Online payment tab available on home page
- 4 options viz. Career, Tender, Security, Scrap / Disposal will be available.
- Click on the respective tab and make the payment online using Debit cards, Credit Cards, Net banking, BHIM/UPI etc. after filling the required details.

PS: Till the new online payment System is fully established, the receipts through the conventional method of NEFT/RTGS etc may be accepted in case the remitter has any genuine difficulty with respect to online payment"

2. **DETAILS OF REMITTANCE TO MDL'S BANK ACCOUNT:**

(To be filled in by the vendors/firms making remittance of funds in MDL'S Bank Account)

Date of Remittance	Name of Firm	Vendor Code	MDL tender/PO. Ref No.	Nature of Remittance viz. EMD/SD etc.	Amount Remitted (Rs.)

**Signature of Vendor/Representative**

**The bidder should specifically mention the details of company name as well as nature of remittance, tender number/order number etc. in the text/narration fields of Bank's NEFT remittance.**

**Enclosure-1****Scope of Work**

BRC for Maintenance of 390 KWP Solar Plant installed at various rooftop in MDL.

The capacity of the solar power plants on each roof top is as under: -

- a) SB-Pipe Shop (Asbestos sheet of the slopping roof) = 90 kWP
- b) EY Pipe Shop (Galvalem sheet of the slopping roof) = 190 kWP
- c) P&A Shop (Galvalem sheet of the slopping roof) = 69 kWP
- d) Bond Store (Galvalem sheet of the slopping roof) = 41 kWP

Vendor/s are expected to visit MDL site to make assessment of work.

**1. MAINTENANCE WORK**

The scope of work includes following activities are to be carried out

- Cleaning of all PV Modules on roof top once in 15 days. The firm shall provide schedule of quarterly maintenance and service report will be generated quarterly.
- Regular and periodic checks of PV Modules, Power Conditioning unit(inverter) and other LT Panels, junction Boxes etc. and carry out periodical maintenance of PV Modules and all other equipment as given in manufacturer's service manual.
- Particular care shall be taken to prevent corrosion of outdoor equipment /structures. Any corroded item / part to be replaced as necessary.
- Essential spares should be maintained at site to minimize down time.
- Earthing resistance of earthing system shall be measured and recorded once in 6 months. If the measured value of earth resistance is more than 5 ohm, suitable corrective action is to be taken to bring down same.
- The testing equipments must have valid calibration certificate and be calibrated once every 2 years from NABL accredited labs and the certificate of calibration must be kept for reference as required.
- A proper maintenance register for various equipment is to be kept & maintained at site by Vendor to record periodic preventive / break down maintenance work carried out.
- Vendor shall attend breakdown jobs immediately on receiving intimation over phone or through other means of communication.

The vender shall supply and replace the spares as & when required with prior consent of the user dept. guarantee for repair/ replaced spares at least 24 months from date of repair/ replace.

- Vendor shall deploy minimum 01 Experienced Engineer / Supervisor, 2/3 helpers to clean modules and other equipment at site. During break down additional manpower as necessary to be mobilized to put the plant in operation in minimum down time.

- Vendor shall comply with provisions of all relevant acts of Central or state Governments such as:

- 1) Factories Act 1948
- 2) Minimum Wages Act 1948
- 3) Payment of wages Act 1936
- 4) Industrial Dispute Act 1947
- 5) Workmen's Compensation Act 1923
- 6) Employees State Insurance Act 1948
- 7) Contract labour (regulations & Abolishment) Act 1970
- 8) Indian Electricity Act 2003
- 9) Indian Electricity rules 1956
- 10) CEA Regulations – 2010 or latest
- 11) MNRE Guidelines
- 12) Any other act applicable during execution of contract.

- Vendor shall take permission for working in MDL on working on weekdays, saturday/sunday/ holidays if required for their personnel minimum 3 days working days prior to the date of work. Vendor's shall comply with all safety & security regulations of MDL at site to avoid any accidents to his personnel / MDL's personnel. PPE to be used by vendor's work team at all times inside MDL yard.

- If any equipment is damaged due to negligence of Vendor's personnel, then same is to be made good by way of repair / replacement free of cost. All tools & tackles required for maintenance contract shall be arranged & maintained at site.

- MDL will provide Electricity, water and compressed air at one point free of cost. All other required materials / machinery / spares / equipment / consumables are to be arranged by Vendor.

- Maintain a suitable register for various equipment at site by Vendor to record periodic preventive / break down maintenance work carried out.
- Records shall include 1) date of maintenance 2) reasons for breakdown 3) corrective action taken to rectify breakdown 4) Down time and duly verified by MDL Officer –in-charge.
- Regularly update and implement equipment repair and preventive maintenance program to meet specifications of equipment manufacturers and recommendations of manufacturers.
- Provide technical & engineering support for resolving operation and maintenance problems(OEM).
- Maintenance rate quoted shall be deemed to be inclusive of all salaries & other cost, expenses of employees & taxes, duties & levies thereof, tools & tackles, insurance etc. and liabilities of every description and all risk of every kind to be taken during maintenance contract period.
- Vendor shall be responsible for supply of all spare parts / defect rectification of modules, inverters, PCU's etc., as required from time to time & carryout preventive maintenance / overhauling of plant under maintenance contract.
- Utmost care shall be taken by vendor during maintenance activity. Vendor has to ensure that under any circumstances no water leakage occurs inside the workshop due to puncturing of roof sheets
- Vendor shall perform Maintenance Work in an efficient manner and in accordance with systems designers and manufacturers specifications, Annual Operating Plan for Solar Plant and all operation and maintenance manuals.
- Prudent Utility Practices.
- Vendor shall use all reasonable and practical efforts:
  - i) To maximize plant capacity utilization
  - ii) To minimize plant downtime
  - iii) Optimize useful life of all equipment.

## 2. SAFETY REQUIREMENTS

- a) Vendor should take all necessary safety precautions while working on roof top during cleaning of SPV Modules & other work. Vendor should provide proper personal protective equipment & other safety equipment to his work team. Vendor should ensure that safety gear such as safety belts, safety ladder/s, safety helmets etc., are used by his work team at all times during execution of work. Though access ladder and Horizontal Life Line System is already installed on rooftop where modules mounted and transparent sheets on the roof top are clearly marked to avoid accidental stepping on the sheet.
- b) The firm should engage only those workers who are qualified and experienced for the work to be done and for which contract has been awarded.
- c) Work should be all the time during execution period to be supervised either by the contractor himself or by qualified authorized supervisor of the contractor.
- d) It is the responsibility of the contractor to ensure safe working of his workers while carrying out the work and should follow all Statutory Safety provisions and rules. Contractor should provide and ensure use of full harness Safety Belts, good quality leather Safety Shoes, Safety Helmets as per IS – 2925, Welding Shields, Hand Gloves, etc. by workers for safe working. The contractor shall take all safety precautions and follow safety rules prevailing at MDL.
- e) Contractor should engage Skilled labour for cleaning of Modules
- f) Special precautions should be taken while working at height. Contractor should ensure that none of his worker works at a height without using safety belts. Contractor himself should supervise the work while working at height and should intimate in writing to concerned MDL Supervisor / Engineer before commencement of work.
- g) Contractor should ensure that none of his employees work without safety shoes. No workmen should be allowed to work inside the MDL premises wearing slippers /chappals.
- h) The contractor shall be responsible for safety procedures strictly.
- i) Safety awareness training to be imparted to all workers and all safety regulation to be followed.
- j) In case of any Accident causing injury of casualty to any of Contractor's worker or Contractor himself while carrying out the work, the complete responsibility lies with the Contractor. Contractor should ensure to provide immediate Medical help to his injured worker / workers and should provide Compensation as per Workmen Compensation Act 1923 in case of injury or causality causing out of accident while on work to his workers.

## 3. SPARES:

A minimum set of spares (preferably one set) shall be maintained in the plant itself at vendor Premises for the entire period of maintenance to minimize down time. (A list of requisite spares in case of PCU/inverter comprising of a set of control logic cards, IGBT driver cards etc. Junction Boxes. Fuses, MOVs / arrestors,

MCCBs etc along with spare set of PV modules be indicated, rate list for requisite spares shall be given along with the offer.)

**4. Guarantee/ Warrantee:-** Guarantee by Contractor shall be two years for replaced spare items and warrantee by Contractor shall be one year for repaired spare items.

**5. Penalty/LD :-** Vendor shall submit cleaning schedule for cleaning of module with water. Penalty of Rs 250/- per day is applicable, if vendor will not clean modules as per schedule, maximum penalty for one cycle is Rs. 2000/- and Rs 100/- per day for not functional of inverter from the seventh day of date of intimation and maximum up to Rs. 5000/- per inverter.

#### **6. QUALIFICATION CRITERIA OF VENDOR FOR SPV POWER PLANT.**

Vendor can be a: -

1) System integrator cum EPC (Engineering, Procurement & Construction) Vendor and carrying out maintenance activities of solar plant.

OR

Vendor carrying out maintenance activities of solar plants.

2) Vendor should have executed a direct purchase order with single point responsibility for maintenance of SPV power plants (minimum 2 numbers with cumulative capacity of the plants shall be minimum 200kWp) in last 5 years.

Vendor to furnish complete documentary evidences in support of above qualification and experience criteria as mentioned at 1 & 2 above

#### **7. LIST OF EQUIPMENT**

Plant capacity, Location, No. of Module and Wp, Size PCU/ Solar Inverter make and capacity LT panel/ feeder to grid

a) 90kWp SB-Pipe Shop, 384 nos. & 235Wp, Refusol make

20kW x 04 In SB-Pipe Shop, ground floor & date of installation of plant 29.01.2014

b) 191kWp EY-Pipe Shop, 792 nos. & 240Wp, K-star make

22kW x 09, In EY Pipe Shop first floor & date of installation of plant 14.02.2015

c) 67kWp P&A Shop, 279 nos. & 240Wp K-star make

22kW x 03 In P&A Shop, ground floor& date of installation of plant 14.02.2015

d) 42kWp Bond Store, 176 nos. & 240 Wp, K-star make

22kW x 02, In Mugal House 4th floor & date of installation of plant 14.02.2015

TOTAL 390kWp

## Enclosure-2

**RATE SHEET**  
**(Illustrative Format)**

[A]: Rate Sheet of BRC for Maintenance of 390 kW Solar Plant installed at various rooftop in MDL, as per scope of work attached.

Sr. No.	Description	Qty (Service /No) A	Unit rate in Rs. B	SAC/HSN No	GST % C	Total Amount without GST D=A*B	Total Amount with GST E=D+D*C
1	Charges for BRC for 390 kW Maintenance of Solar Power Plant, (Cleaning of all modules & Inverters once in a 15 days in each month) as per scope of work.	48					
2	Repair of 20 kW, Refusol make Inverter	2					
3	Repair of 22 kW, K star make Inverter	2					
4	Repair of 235Wp Module	10					
5	Repair of 240Wp Module	25					
	<b>Total</b>						

[B]: Rate Sheet for Supply of Spares for BRC for Maintenance of 390 kW Solar Plant installed at various rooftop in MDL, as per scope of work attached.

Sr. No.	Description	Qty (No) A	Unit rate in Rs. B	SAC/HSN No	GST % C	Total Amount without GST D=A*B	Total Amount with GST E=D+D*C
1	Supply & Replacement of new 20 kW/22 kW, 3 phase Inverter.	2					
2	Supply & Replacement of new 235Wp Module.	10					
3	Supply & Replacement of new 240Wp Module.	25					
	<b>Total</b>						

**NOTE:**

- (1) The above quoted rates for services and supply of spares shall remain firm & fixed during the tenure of the contract
- (2) The above rates will be inclusive of all services charges required in preventive and breakdown maintenance including labour, handling servicing, replacement of spares etc. The spares will be replaced as and when required basis and cost of the spares will be paid separately.
- (3) The Spares should receive through Good Receiving Section (GRS), MDL.
- (4) The L1 bidder shall submit PBG of value equivalent to 10% of value of replaced spare parts. The validity of PBG should be 2 years from the last day of the Purchase Order placed.

**MAZAGON DOCK SHIPBUILDERS LIMITED**  
**DOCKYARD ROAD,**  
**MUMBAI – 400 010**  
**RTGS / NEFT – Mandate Authorisation Form**

1.	VENDOR NAME	
2.	PAN No.	
3.	VENDOR ADDRESS	
4.	VENDOR'S TELEPHONE	
5.	E-MAIL ADDRESS	
6.	BANK NAME	
7.	BANK ADDRESS	
8.	ACCOUNT NO.	
9.	ACCOUNT TYPE	
10.	NEFT CODE	
11.	RTGS CODE	
12.	MICR NO	
13.	GST 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 12 are correct as per our records.**

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

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**Enclosure-4**

**VENDOR DECLARATION**

**Sub:** BRC for Maintenance of 390 kW Solar Plant installed at various rooftop in MDL, as per scope of work attached.

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

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

**SIGNATURE**.....

**NAME**.....

**DESIGNATION**

**STAMP**

**DATE:**



**ENCLOSURE - 5****TEF ACCEPTANCE FORMAT  
(ILLUSTRATIVE FORMAT)**

To,  
MAZAGON DOCK SHIPBUILDERS LIMITED  
PURCHASE DEPARTMENT.

TEF CLAUSE No.	BIDDER'S REMARK	TEF CLAUSE No.	BIDDER'S REMARK	TEF CLAUSE No.	BIDDER'S REMARK
1	ACC./ DEV.	14	ACC./ DEV.	27	ACC./ DEV.
2		15		28	
3		16		29	
4		17			
5		18			
6		19			
7		20			
8		21			
9		22			
10		23			
11		24			
12		25			
13		26			

COMPANY'S NAME & ADDRESS:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

SIGNATURE:

DATE:

NAME:

DESIGNATION:

BIDDER'S COMPANY SEAL:

**NOTES :**

- Bidders should carefully read the Terms & Conditions of the Tender Enquiry Form (TEF) prior to filling up this acceptance format...
- This format should be properly filled, signed and returned by the bidder(s) along with their technical offer for considering their Bid.
- Bidder(s) should indicate "ACC" for Accepted, "DEV" for Deviation Taken for each clause number in the above table.
- Bidder(s) to attach Separate Sheet indicating all relevant details such as Number & description of The Clause, Reasons for Deviation and Alternative suggested for any deviations taken by them.
- Clause numbers shown in the above format also includes the sub-clauses under these clauses. For example Clause no. 3 means – Clause nos. 3, 3.1, 3.2 a), b), I), ii) & iii).

<b>GT&amp;C CLAUSE ACCEPTANCE FORMAT</b>			
(To be filled and uploaded along with Part-1 / Techno Commercial Bid)			
Tender Inviting Authority:		GM(OTS)	
Name of Work:		BRC for Maintenance of 390 KWP Solar Plant installed at various rooftop in MDL	
Tender No:		6000001304	
Bidders Name:			
<b>NOTES :</b>			
Bidders should carefully read the Terms & Conditions of the GENERAL TERMS & CONDITIONS (GT&C) of the Tender Enquiry prior to filling up this acceptance format. This format should be properly filled and uploaded by the bidder(s) along with their technical offer (PART-I) for considering their Bid. Bidder(s) should select "Accepted" / "Deviation" taken for each clause number in the below table. Bidder(s) to attach Separate Sheet indicating all relevant details such as Number & description of the Clause, Reasons for Deviation and Alternative suggested for any deviations taken by them. Clause numbers shown in the above format also includes the sub-clauses under these clauses. This standard GT&C format has been provided with the tender document to be filled by all the bidders. Bidders are requested to fill the details in the coloured (unprotected) cells. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If this GT&C file is found to be modified by the bidder, the bid will be rejected.			
GT&C CLAUSE NOS	GT&C CLAUSE HEADING	BIDDERS SELECTION ACCEPTED / DEVIATION	REMARKS FOR ANY DEVIATION
A10	BLANK		
A20	SECURITY DEPOSIT.		
A30	FORFEITURE OF EMD / BID BOND.		
A40	FORFEITURE OF SECURITY DEPOSIT		
A50	FORFEITURE OF PERFORMANCE GUARANTEE		
A60	SUPPLIES		
A70	PROGRESS REPORTING & MONITORING		
A80	CANCELLATION OF ORDER		
A90	PRESERVATION AND MAINTENANCE	Not Applicable	
A100	FREIGHT AND INSURANCE.	Not Applicable	
A110	TAXES & DUTIES / STATUTORY LEVIES.		
A120	DEMURRAGE	Not Applicable	
A130	INSPECTION, TESTING.	Not Applicable	
A140	RECEIPT INSPECTION BY MDL.	Not Applicable	
A150	REJECTION OF MATERIALS.	Not Applicable	
A160	TECHNOLOGICAL DEVELOPMENTS / MODIFICATIONS	Not Applicable	
A170	PURCHASER'S RIGHT TO ACCEPT ANY BID, PART OF BID AND TO REJECT ANY OR ALL BIDS.		
A180	BANK GUARANTEE / INSURANCE COVER FOR FREE ISSUE MATERIAL	Not Applicable	
A190	BIDDER'S RESPONSE IN CASE OF NO PARTICIPATION		
A200	FACILITY PROVISION (Applicable only for Services)	Not Applicable	

<b>STACS CLAUSE</b>			
<b>(To be filled and uploaded along with Part-1 / Techno Commercial Bid)</b>			
Tender Inviting Authority:		GM(OTS)	
Name of Work:		BRC for Maintenance of 390 kWp Solar Plant installed at various rooftop in MDL	
Tender No:		6000001304	
Bidders Name:			
<p><b>NOTES :</b>            Bidders should carefully read the Terms &amp; Conditions of the Standard Terms &amp; Conditions (STACS) of the Tender Enquiry prior to filling up this acceptance format. This format should be properly filled and uploaded by the bidder(s) along with their technical offer (PART-I) for considering their Bid. Bidder(s) should select "Accepted" / "Deviation" taken for each clause number in the below table. Bidder(s) to attach Separate Sheet indicating all relevant details such as Number &amp; description of the Clause, Reasons for Deviation and Alternative suggested for any deviations taken by them. Clause numbers shown in the above format also includes the sub-clauses under these clauses. A standard STACS format has been provided with the tender document to be filled by all the bidders. Bidders are requested to fill the details in the coloured (unprotected) cells. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If this STACS file is found to be modified by the bidder, the bid will be rejected.</p>			
STACS CLAUSE NOS	STACS CLAUSE HEADING	BIDDERS SELECTION ACCEPTED/DEVIATION	REMARKS FOR ANY DEVIATION
101	Purchaser		
102	Contractor / Bidder		
103	Owner		
120	GENERAL		
200	COMMUNICATION & LANGUAGE OF DOCUMENT		
210	PURCHASER'S PROPERTY.		
220	RISK PURCHASE		
230	RECOVERY-ADJUSTMENT PROVISIONS:		
240	ADDITIONAL BANK GUARANTEE		
250	INDEMNIFICATION		
260	TRANSFER OF SUPPLIERS / CONTRACTOR'S RIGHTS:		
270	SUBCONTRACT & RIGHT OF PURCHASER		
280	PATENT RIGHTS	Not Applicable	
290	AGENTS/AGENCY COMMISSION:		
300	USE OF UNDUE INFLUENCE / CORRUPT PRACTICES		
310	IMMUNITY OF GOVERNMENT OF INDIA CLAUSE:	Not Applicable	
320	EXPORT LICENCE	Not Applicable	
330	BANNED OR DE-LISTED CONTRACTORS / SUPPLIERS		
340	DUTY OF PERSONNEL OF SUPPLIER/SUPPLIER		
350	DISPUTE RESOLUTION MECHANISM AND ARBITRATION		
360	JURISDICTION OF COURTS		
370	CONTRACT LABOUR ( REGULATION & ABOLITION) ACT 1970		
380	MINIMUM WAGES ACT		
390	BONUS ACT		
400	FACTORIES ACT		
410	EMPLOYEES PROVIDENT FUNDS AND MISC PROVISIONS ACT,1952		
420	EMPLOYEES STATE INSURANCE ACT.		
430	SAFETY		
440	POLICE VERIFICATION OF EMPLOYEES		
450	FORCE MEASURE		

**Enclosure-8****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. MDSL reserves the right of change.*

**Sub-Contract Labourers:****(a) Pre-requisites:**

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

**(b) ESI.**

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

Labour Consultant's office : 0930 hrs. to 1230 hrs. & 1330 hrs. to 1630 hrs. on all Working days, except the holidays.

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

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

**(c) Provident Fund (PF):**

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

**(d) Labour Licence:**

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

Labour Officer,

Office of the Labour Commissioner,

Shram Raksha Bhavan, Sion,  
Mumbai - 400 022.

**(e) Police Verification:**

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

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

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

Thane Rural : Superintendent of Police, Thane Rural, Court Naka, Thane(W).  
Tel. No.25343223.

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

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

**(f) Various Stages of General Procedure:**

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

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

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

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

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

vi) 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.

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

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

viii) Before appearing for interview, contractor has to give an undertaking in the Undertaking Format, copy enclosed at Annexure - 3, for the employees who do not have PVR. This Declaration Form is to be endorsed by the concerned Commercial Department and also to be supported by an Acknowledgement Slip of

application made for PVR. After interview, if an employee is found to be suitable, he will be cleared for issue of Entry Pass.

ix) 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.

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

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

Note:-

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

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

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

**2. Designated Gates for Entry / Exit with Timings:**

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

**North Yard:**

Wicket Gate No. NY/4 : Visitors, Vendors, Casual Visitors,  
Foreigners, Proprietors, OEM rep./Consultant etc.

Wicket Gate No. NY/13 : Sub-contract labourers.

**South Yard:**

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

Wicket Gate No.SY/9 : Sub-contract labourers.

**East Yard:**

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

Wicket Gate No.EY/2 : Sub-contract labourers.

**Alcock Yard:**

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

**3. 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 format.

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 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.

**4. Renewal of Passes:**

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

i) The Entry Passes of contractor employees, working on regular basis, having Police Verification Reports, are renewed on completion of ESIC/PF formalities upto a period of one month.

ii) The contractor employees who are not police verified and required to work upto 10 days, the Passes of such employees are not renewed any further.

iii) The passes of reps. of various organizations are renewed on need basis on the recommendation of respective HODs. However, such Entry Passes are renewed upto a maximum period of three months.

iv) The Entry Passes issued to foreign nationals are renewed subject to verification of documents and recommendations of respective HODs.

**5. 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.

**6. 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.

**7. 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.

**8. 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) Unauthorized 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.

***Note: Prescribed format mentioned above may be collected from OTS/Security/Personnel Dept. of MDL***



**Enclosure 9****STANDARD TERMS AND CONDITIONS (STACS)**  
(FOR SERVICES)

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

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

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

**120 GENERAL**

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

**200 COMMUNICATION & LANGUAGE FOR DOCUMENTATION**

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

**210. PURCHASER'S PROPERTY.**

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

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

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

**220. RISK PURCHASE**

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

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

**230. RECOVERY-ADJUSTMENT PROVISIONS:**

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

**240. ADDITIONAL BANK GUARANTEE**

241. In case after opening of price bid of technically cleared firms, it is noted that L-1 firm has quoted very low rates and indicates to withdraw from the tender then EMD shall be forfeited and firm may be given tender holiday including intimation to other PSUs. If the rates quoted are less than MDL estimates by 40% or so and if the difference in rate between L1 and L2 is 30% or more then the firm will have to give additional BG of 20% of the PO value as additional security. Bank charges for this additional BG shall be borne by MDL and reimbursed against proof of payment.

**250. INDEMNIFICATION**

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

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

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

**270 SUBCONTRACT & RIGHT OF PURCHASER**

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

**280. PATENTRIGHTS.**

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

**290. Agents / Agency Commission:**

291. The seller confirms and declares to the buyer that the seller is the original manufacturer or authorized distributor/stockiest of original manufacturer of the stores referred to in this contract and has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommended to the Buyer or any of its functionaries, whether officially or unofficially , to the award of the Contract / Purchase order to the Seller; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The Seller agrees that if it is established at any time to the satisfaction of the Buyer that the present declaration is in any way incorrect or if at a later stage it is discovered by the Buyer that the Seller has engaged any such individual/firm, and paid or intended to pay any amount, gift, reward , fees, commission or consideration to such person, party, firm or institution , whether before or after the signing of this Contract / Purchase order, the Seller will be liable to refund that amount to the Buyer. The seller will also be debarred from participation in any RFQ/Tender for new projects/program with Buyer for a minimum period of five years. The buyer will also have a right to consider cancellation of the Contract either wholly or in part, without any entitlement or compensation to the Seller who shall in such event be liable to refund all payments made by the buyer in terms of the Contract along with interest at the rate of 2% per

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

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

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

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

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

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

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

311. It is expressly understood and agreed by and between M/s. (Contractor / Bidder / Supplier) and Mazagon DOCK SHIPBUILDERS LIMITED, Dockyard Road, Mumbai - 400 010 (MDL), is entering into this Agreement solely on its own behalf and not on the behalf of any person or entity. In particular, it is expressly understood and agreed that the Government of India is not a party to this Agreement and has no liabilities, obligations or rights hereunder. It is expressly understood and agreed that MDL is an independent legal entity with power and authority to enter into contracts solely in its own behalf under the applicable of Laws of India and general principles of Contract Law. The (Contractor / Bidder) expressly agrees, acknowledges and understands that MDL is not an agent, representative or delegate of the Government of India. It is further understood and agreed that the Government of India is not and shall not be liable for any acts, omissions and commissions, breaches or other wrongs arising out of the contract. Accordingly, (Contractor / Bidder) hereby expressly waives, releases and foregoes any and all actions or claims, including cross claims, impleader claims or counter claims against the Government of India arising out of this contract and covenants not to sue Government of India in any manner, claim, cause of action or thing whatsoever arising of or under this Agreement.

### **320. EXPORT LICENCE**

321. The export licenses that may be required for delivery of the various items / equipment /services to MDL shall be arranged by the bidder from the concerned authorities in their country without any time & cost implications on the Purchaser.

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

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

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

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

**350. ARBITRATION**

351. Any dispute / differences between the parties arising out of and in connection with the contract shall be settled amicably by mutual negotiations. Unresolved disputes/ differences, if any, shall be settled by Arbitration and the arbitration proceedings shall be conducted at Mumbai (India) in English language, under the Indian Arbitration and Conciliation Act, 1996. MDL may prefer to have arbitration through Institutes such as Indian Council of Arbitration (ICA)/Indian Merchant Chambers (IMC), in which case appointment of separate arbitrator by both sides and then appointment of third arbitrator will not be required.

352. In case of unresolved difference / dispute between Purchaser and Supplier, being a Public Sector Enterprise, shall be referred by either party to the Department of Public Enterprises, as per extant guidelines.(Any changes to arbitration clause must be vetted by CS & LE Deptt before incorporation in contract/PO).

**360. JURISDICTION OF COURTS**

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

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

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

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

- i. Pay in time, on or before 7th of every succeeding month not less than the prescribed minimum wages (as stipulated under item V (a) or V (b) of the Form VI prescribed Under Rule (25) 1 of the Act as applicable.
- ii. Disburse Wages in respect of workers working on Purchaser's jobs inside the premises under the supervision of nominated representative of the Purchaser.
- iii Production of Wage / Attendance Register along with E. S. I. & P. F. Statements to Corporate Personnel Department (from 8th to 15th of every succeeding month) for verification of the same as required under the Contract Labour (Regulation and Abolition) Act 1970.
- iv. Forwarding to the respective Divisional Personnel Department a list of deductions and contributions duly effected from the salary / wages on Contract Labour engaged on Purchaser's jobs in respect of Employees' Provident Fund, Employees' Family Pension Fund and Employees' State Insurance Scheme, with reasons for non-deduction, if any, duly clarified by passing suitable remarks against the name of concerned employee on the list.
- v. Comply with all the statutory regulations and requirements concerned with employment of contract labour on Purchaser's jobs and shall follow all orders / decisions of the Government in this respect. Contractor /

Bidder shall furnish all the statutory half yearly returns / six monthly statements concerning with such contract labour to the Licensing Executive in Form No. XXIV as per Rule 82 (1) of Contract Labour (Regulation & Abolition) Act 1970 and also forward a copy of these with necessary statistical information of manpower employed to the Corporate Personnel Department.

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

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

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

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

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

### **390. Bonus Act**

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

### **400. Factories Act**

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

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

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

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

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

- i. under the Employees' Provident Funds and Miscellaneous Act, 1952,
- ii. under the Family Pension Scheme, and
- iii. under the Employees' Deposit Linked Insurance Scheme and pay the contributions both in respect of his employees and his own. He shall submit all the necessary returns and other particulars periodically as prescribed under the said Act. Contractor / Bidder shall cover from the first day working all his contract labour on MDL jobs by filling requisite returns to concerned Statutory authorities and obtaining Code Numbers / Account Numbers. Contractor / Bidder shall remit employees' and employers' contributions directly to the concerned authorities along with Inspection and Administrative Charges as per relevant provisions of the concerned Acts and Schemes made there under within 15 days from the close of every month. The Contractor / Bidder must submit copies of P. F. dues payment challans, copy of Form No. 12 (A), copy of form No. 6 (A) (Annually) & copies of Muster Roll of their workmen every month to Corporate Personnel Department before renewal of passes for entry into the yard. The Contractor / Bidder must also attend to P. F. Inspections by concerned authorities and submit copy of the Inspection Report.

412. The Contractor / Bidder through his own P. F. code number shall fill in P. F. / Pension settlement forms of all the employees engaged in Purchaser's Yard, well in advance of last working day and forwards the said settlement forms to the respective P. F. Commissioner's office for settlement. Contractors who are yet to obtain PF code shall apply for Code no s to PF Commissioners Office &

furnish copies of the same to Corporate Personnel Department. Purchaser shall recover PF dues from the contractors running bills till such time the PF Code no is obtained.

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

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

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

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

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

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

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

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

441. Contractor / Bidder shall have to produce and submit to the Chief Security Executive of Purchaser, verification through Mumbai Police of Character and Antecedents of their employees / workers for while working on ships under construction in Purchaser's Yards, for working onboard ships under modernisation / refit / repairs at Mumbai Ports / Naval Dockyard. Entry passes will not be issued in the absence of Police Verification Report and employees without Police Verification shall not be employed by them in Purchaser's Yard / Mumbai Ports / Naval Dockyard and any lapse on the part of Contractor / Bidder shall be viewed seriously as per applicable laws of the land. Employment of any Foreign National during the contract period would be permitted with prior permission of Purchaser.

#### **450**

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

**Enclosure 10****GENERAL TERMS & CONDITIONS (GT&C) FOR ITEMS & SERVICES****A10. Blank****A20 SECURITY DEPOSIT.**

A21. The successful bidder shall submit a Security Deposit @ 5% of the contract/order value (excluding taxes,duties,freight,service component) of the Order in the form of NEFT/Demand Draft/Bank Guarantee in the prescribed format in favour of Purchaser within 25 days from date of Contract. The Security Deposit will be returned only after the successful execution of the order / contract. Refund of Security Deposit whenever considered admissible by the Purchaser, shall be without interest only.

**A30 FORFEITURE OF EMD / BID BOND.**

A31. In cases of withdrawal of bid during validity period or during any extension granted thereof,non acceptance of agreed conditions of Technical and or Commercial and or Price Negotiations, non-submission of the security deposit and / or non-acceptance of the order the EMD or bid security will be forfeited or encashed as the case may be.

**A40 FORFEITURE OF SECURITY DEPOSIT.**

A41. Non-performance of agreed terms and or default/breach by Bidder/Supplier/Contractor will result in forfeiture of security deposit with application of risk purchase provisions as felt appropriate by the Purchaser.

**A50. FORFEITURE OF PERFORMANCE GUARANTEE**

A51. In the event of Bidder/Supplier/Contractor failure to attend the Guarantee defects within a reasonable period of time, the Performance Bank Guarantee will be encashed by the Purchaser. The Purchaser's decision shall be final and binding on Bidder/Supplier/Contractor in this regard.

**A60. SUPPLIES**

A61. The equipment / products / items / Services to be supplied shall be strictly in accordance with the Drawings / Specifications / Requirements indicated in the Tender Enquiry / Order with deviations, if any, as mutually accepted.

**A70. PROGRESS REPORTING & MONITORING**

A71. Where so stipulated in the order, the Bidder / Supplier / Contractor shall render such reports from time to time as regards the progress of the contract and in such a form as may be called for by the Purchaser.

**A80. CANCELLATION OF ORDER**

A81.The Purchaser reserves the right to cancel an order forthwith without any financial implications on either side, if on completion of 50% of the scheduled delivery/Completion period the progress of manufacture/Supply is not to the satisfaction of Purchaser and failure on the part of the Bidder/Supplier/Contractor to comply with the delivery schedule is inevitable. In such an event the Bidder/Supplier/Contractor shall repay all the advances together with interest at prevailing bank rates from the date of receipt of such advances till date of repayment. The title of any property delivered to Purchaser will be reverted to the Bidder/Supplier/Contractor at his cost.

A82. In case of breach / non-compliance of any of the agreed terms & conditions of order / contract. MDL reserves the right to recover consequential damages from the Supplier / contractor on account of such premature termination of contract.

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

period whichever is earlier, MDL reserves the right to cancel the order and procure the order items / services from any available source at MDL's option & discretion and entirely at your risk and cost. Extra expenditure incurred by MDL in doing will be recoverable from Bidder/Supplier/Contractor.

#### **A90. PRESERVATION AND MAINTENANCE**

A91. Should any material require any preservation till its final installation/fitment, the detailed procedure (Long term & short term) for the same as also the time of interval after which the state of preservation needs to be reviewed is to be stated by the Bidder/Supplier/Contractor.

A92. Further the de-preservation prior to the material/equipment being commissioned and the maintenance procedure together with its periodicity is also to be indicated by the Bidder /Supplier / Contractor.

A93. The Bidder / Supplier / Contractor in their offer must confirm that indigenous oil; lubricants and preservatives, etc. can be used in the equipment. The bidder must also give assurance that the equipment performance will not be downgraded by use of indigenous equivalents

#### **A100. FREIGHT AND INSURANCE.**

##### **A101. For Indigenous Bidders.**

In cases where the offers are for 'Door Delivery to Purchaser,' transit freight & Insurance charges shall be borne by the Bidder / Supplier / Contractor. In other agreed cases of Ex-works / Ex-Transporter's warehouse or Railway godown offers, the Bidder / Supplier / Contractor on dispatch, shall give details of materials with dispatch particulars and their value in time to Purchaser's Insurance Company on the contact details as provided in the order. In such agreed cases, the freight & insurance charges will be paid by the purchaser directly to the parties concerned.

##### **A102. For Foreign Bidders.**

For overseas supplies on FOB port of dispatch basis, Transit Insurance shall be arranged by the Purchaser. The Bidder / Supplier / Contractor shall immediately on dispatch of the items, inform all relevant details of despatch such as Order number, Bill of Lading/AWB number, number of packages, value of consignment, invoice number in time directly to Purchaser's Insurance Company & Purchaser on the contact details as provided in the order. In such agreed cases, the freight & insurance charges will be paid by the purchaser directly to the parties concerned.

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

A111. Taxes and duties applicable, if any, shall be regularized by MDL by issuing necessary exemption certificates in respect of procurement for Defence Projects. Bidder shall indicate separately the taxes and duties applicable in their offer. When the items qualify for exemption partly/fully but the supplier did not avail of the same, the amount of taxes and duties on such supplies shall be to supplier's account. In cases where exemption certificates are not issued for any reason, taxes shall be paid as indicated in the Purchase Order/Contract. Tax deduction at source will be effected wherever applicable (e.g. TDS under Income tax Act, TDS on Works Contract under MVAT Act etc.) from the bills of the Supplier as per statutes. Octroi duty exemption certificate issued by Customer's representative will be provided on Supplier's written intimation with relevant details regarding readiness of items for dispatch. Where payment of Octroi duty is agreed to and stipulated in the Purchase Order / Contract, the same will be reimbursed by Purchaser at actual after receipt of Supplier's bills along with 'Original Octroi paid money receipt' and copy of Form 'B'. Octroi receipts are to be drawn/issued in the name of 'Mazagon Dock Shipbuilders Limited' only. Similarly where payment of Custom duty is agreed to and stipulated in the Purchase Order / Contract, the same will be paid by the Purchaser on receipt of supplier's bills along with Custom Certified Duty Paid Challan-Money Receipt in original or carbon copy as relevant. These Challans/ Receipts, Bill of Entry are to be drawn/ issued in the name of 'Mazagon Dock Shpbuilders Limited' only. Where payment of VAT is agreed to and stipulated in the Purchase Order / Contract, the same will be paid by the Purchaser. on the basis of Suppliers' TAX INVOICE wherein the VAT TIN Number and declaration in accordance with the provisions of Maharashtra

Value Added Tax Act, 2002, is indicated in the Invoice and where payment of Central Sales Tax (CST) is agreed to, the Supplier will be paid CST on the basis of the Invoice indicating particulars of his CST



Registration Number and such Invoice should also indicate the VAT TIN Number and CST Number of the Purchaser. Where Central Excise Duty is agreed to be paid by the Purchaser in the Purchase Order/Contract, the Suppliers will be paid Excise Duty claimed in the Invoice on the basis of Central Excise Invoice issued as per Rule 11 indicating the ECC/Excise Registration number to be enclosed along with Commercial Invoice/Tax Invoice. In the case of payment of Service Tax agreed to as per purchase order/contract, the same will be paid on the basis of Tax Invoice indicating the Service Tax Registration number and the category of service for which the contractor/Vendor is registered with the Service Tax Department. A copy of the Service Tax Registration certification will be submitted by the contractor/Vendor as a onetime requirement in support of the Registration number indicated in the Invoices. Based on requirement, the vendor/contractor may be called upon to produce evidence of validity of the Service Tax Registration at any point of time during the currency of the contract.

A112. Stamp Duty ( Applicable only for the Work Contract): It shall be incumbent on the successful tender to pay Stamp Duty on the contract. 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 "work contract" that is to say, a contract for work and labour or services involving transfer of property in goods (whether as good or in some other form) in its executions and includes a sub contract, as under

Contract Value	Stamp Duty
a. Where the amount or value said forth in work contract does not exceed Rs. 10 Lakhs	Rs. 500.00
b. Where it exceeds rupees 10 Lakhs	Rs. 500.00 + 1% of the amount above ten lakhs subject to maximum of Rs. 25 Lakhs

#### **A120. DEMURRAGE**

A121. Storage and Demurrage charges will be payable by the Bidder / Supplier / Contractor for all shipments that reach purchaser without proper despatch documentations, Lorry Receipts not accompanied by packing lists, invoices etc. The Supplier shall be responsible for fines due to errors or omissions in description, weight or measurements and for increased handling charges due to improper packing.

#### **A130. INSPECTION, TESTING.**

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

A132 The decision of the Inspecting Authority or their representatives, as the case may be, on any question of the intent, meaning and the scope of Specifications / Standards shall be final, conclusive and binding on the Bidder/ Supplier / Contractor.

A133. The Bidder / Supplier / Contractor shall accord all facilities to Purchaser's Inspectors / Nominated Agency to carry out Inspection / Testing during course of manufacture / final testing.

#### **A140. RECEIPT INSPECTION BY MDL.**

A141. MDL shall carry out necessary inspection of the items on receipt, on the basis of an appropriate quality assurance system and inspection system requirements along with representative of the Owner. Any objection raised by MDL Quality Control Team against quality of materials or workmanship shall be satisfactorily corrected by the Contractor at his expense including replacement as may be required within shortest possible time within 30 days. Items damaged during transit shall also be rectified/replaced by the Contractor within shortest possible time, payment for which shall be made at mutually agreed rates.

#### **A150. REJECTION OF MATERIALS.**

A151. Should the articles, or any portion thereof of the equipment be found defective / rejected, the Bidder / Supplier / Contractor shall collect the same from the Purchaser's Stores, all incidental charges being borne by him (inclusive of Custom duty, if payable), within 30 days from the date of intimation to the Bidder / Supplier / Contractor of such rejection. The Purchaser reserves the right to dispose off the rejected items at the end of a total

period of 90 days in any manner to the best advantage to the Purchaser and recover storage charges and any consequential damages, from sale proceeds of such disposal.

#### **A160. TECHNOLOGICAL DEVELOPMENTS / MODIFICATIONS**

A161. The Bidder / Supplier / Contractor shall unconditionally and free of cost to the Purchaser transfer information on technological developments / innovations / modifications which the Bidder / Supplier / Contractor would evolve in future (within 3 years) in relation to the supplied equipment. To enable this, the Purchaser's address shall be added to the Bidder / Supplier / Contractor 's mailing list or database or any other document maintained for dissemination of product information and the Purchaser shall be informed of the action taken in this regard. If such improvements / modifications are brought in by the Bidder / Supplier / Contractor's Design Department in the course of manufacture of equipment ordered by the Purchaser, the Bidder / Supplier / Contractor shall incorporate such improved versions in the equipment without any extra cost to the Purchaser under Purchaser's prior consent.

A162. If the Purchaser be desirous of getting incorporated all post supply modifications /improvements arising out of technological developments to the original equipment supplied by the Bidder / Supplier / Contractor, the Bidder / Supplier / Contractor, shall quote for and carry out all such modifications to the equipment.

A163. Where the whole or a portion of the equipment has been specifically developed by the Bidder / Supplier / Contractor for the Owner and the latter would through the Purchaser be bearing the entire or part of the development cost incurred by the Bidder / Supplier / Contractor, the design rights for the whole or portion thereof, of the equipment as appropriate, shall vest in the Owners.

A164. Prior approval of the Owner should be obtained before similar articles are sold /supplied to any other party other than the Owner. If such approval is given and sale is effected, the Bidder / Supplier / Contractor shall pay to the Owner royalty at the rate mutually agreed to.

A165. The Sub-contractor / Supplier / Supplier shall continue to support the equipment for a minimum period of 20 years from the date of supply by making available spare parts and assemblies of the equipment supplied. Should the Sub-contractor / Supplier / Supplier decides to discontinue the product, for any reason whatsoever, adequate notice shall be given to the Purchaser / Owner to enable procurement of the requisite lifetime spares.

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

171. The Purchaser reserves the right to accept and or reject any or all tenders and or to withdraw the tender in toto and or award the contract / order in full or part to more than one Supplier / contractor without assigning any reason whatsoever and without thereby incurring any liability to the affected Bidder or Bidders or any obligations to inform the affected Bidder or Bidders of the grounds for MDL action.

#### **A180. BANK GUARANTEE / INSURANCE COVER FOR FREE ISSUE MATERIAL**

A181. The Bidder / Supplier / Contractor shall furnish Bank Guarantee / insurance Cover equivalent to the value of materials supplied by MDL free of cost valid up to the execution of the contract / delivery of material, inspected / accepted and receipt at MDL together with the material reconciliation statement whichever is later.

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

[A191 The Sub-contractor / Supplier / Supplier shall inform the Purchaser in advance in case he is unable to participate in the tender for whatsoever reason. Failure to comply with this will be viewed seriously and consecutive three failures on the part of Sub-contractor / Supplier / Supplier to do so is liable for disqualification / debarring of the Sub-contractor / Supplier / Supplier from all future tender enquiries and or delisting from the list of 'Approved Registered Suppliers.

#### **A200. FACILITY PROVISION :**

A201. The Purchaser would consider providing facilities like - compressed air at one point, crange facility for handling heavy loads for lowering onto the ship and water intended for use by the Contractor / Bidder for execution of contract for working within the Purchaser's premises at no extra cost to the Contractor / Bidder. Industrial gases, electrical power, office space / RU store facility may be provided at one point only if

possible and available and on chargeable basis if so desired by the Contractor / Bidder. The contractor / Bidder shall make his own arrangements for fixing necessary fittings, wires, welding machines, transformer, etc for power, connecting lines, storage etc for water and necessary fittings, pipes, breaker, hoses etc for compressed air.

