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 NIC portal for the following Scope of Work / Supplies, terms and conditions:

1. Description of Work/Supplies/Services: Appointment of Asset Verifiers for verification of fixed assets for three financial years i.e. from 2022-23 to 2024-25. The detailed scope of work is attached at Enclosure-1.

2. PRE-QUALIFICATION CRITERIA:

PKL	QUAL	IFICATION CRITERIA:				
i)	Bidders Company Profile and Shop & Establishment / Registration certificate					
ii)	Bidders Audited Balance sheets and Profit & Loss A/c of the company for last 3 financial years ending 31 st March 2019, 2020 and 2021. The average minimum turn over for 3 years should be at least Rs.3 Lakhs.					
iii)	Bidder should have experience of having successfully completed similar works* during last 5 years ending 31st Jan 2022 as stated below:					
	a)	Three similar completed works each costing not less than Rs.12 Lakhs. OR				
	b)	Two similar completed works each costing not less than Rs.15 Lakhs. OR				
	c) One similar completed work costing not less than Rs.24 Lakhs. OR					
	d) Cumulative work of similar nature of Rs.5 Lakhs within a continuous span months					
	*Similar completed work means successfully completed services of Audit.					
iv)		r should be registered with The Institute of Chartered Accountants of India / The ute of Cost Accountants of India and should have a Branch office in Mumbai.				
v)	Bidder should have conducted Asset Verification or internal audit of at least One Public Sector Unit in last five years. Copy of P.O. and WCC to be submitted.					
vi	Bidder should have conducted at least one Asset Verification or internal Audit of Firm having turnover of Rs.3000 Cr and above in the last 05 years of firms from industries like Shipbuilding, Defence, Manufacturing, Steel, Port and Infrastructure. In support of above (a)Copy of P.O. and WCC to be submitted. (b)Audited financial statement of the Firm whose internal audit /Asset Verification is done by bidding CA Firm.					
vii)	Firm should have proficiency in SAP, declaration by partner of CA firm on letterhead.					

NOTE:

- 1. Bidders need to send 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.
- 2. Bidders registered with Mazagon Dock Shipbuilders Limited should furnish copy of valid registration certificate.
- 3. MDL permanent registered bidders need not send the documents mentioned at (i). However, documents mentioned at (ii) to (vii) are mandatory for every bidder.
- 4. 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.

3. Earnest Money Deposit (EMD):

- 3.1 Bidders shall furnish EMD of Rs. 60,000 /- (Sixty Thousand Only) against this tender.
- 3.2 The EMD can be remitted directly to MDL Bank Accounts Mentioned at Enclosure-8. 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 favor 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 cooperative 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. 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 an envelope addressed to HOD (Outsourcing), 6th 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.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.
- 3.6 "For making online payment please follow the following steps:
 Go to www.mazdock.comClick 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" 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). (Exemption will apply only to items/services if permanently registered under service group no. 9990003 (General Building and Civil Work). Other vendors which are registered under different MDL group have to submit EMD. 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". (Exemption will apply only to items/services for which they are registered). 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.
- e) Common/Deemed DPSU registered vendors qualify for EMD exemption. Such firms shall submit valid copy of the registration certificate issued by DPSUs (other than MDL) for items /Services for which the offer is being submitted in Part-I offer/ bid. Firm 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 Green Channel Certificate issued by MoD for the items for which the offer being submitted in Part –I offer/bid. Firm 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: Offers must be submitted in two parts, Part-I (Techno-Commercial Bid) & Part-II (Price Bid) on our e-procurement portal 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:

Tender Enquiry Format (TEF), General Terms & Conditions (GT&C), Standard Terms & а Conditions (STACS) in the Prescribed Formats stating 'Accepted OR Deviation' as applicable for each of the clause Deviation sheet in case of any deviations from Terms, Conditions specified in the Standard h Terms and Conditions, Tender Enquiry & General Terms & Conditions shall be uploaded online С Any deviation with respect to Technical requirement shall be uploaded online by the bidder. In case of NIL DEVIATION, declaration for NIL DEVIATION is to be submitted d Scanned image of Valid GST Registration Certificate Price Rate sheet BLANKING the PRICES but clearly indicating 'QUOTED / UNQUOTED', also e indicating the % of actual taxes/ duties applicable, in the prescribed format at Enclosure-2 f Bidders / Vendors should upload scanned documents for Pre-Qualification Scanned image of PPP MII order 2017 declaration certificate as per Encl.6 g h Declaration by bidder for Restrictions under rule 144(xi) of general financial rules GFRs, 2017 as per Enclosure 7 j Scanned image of debarment/blacklisted declaration Scanned image of EMD-BG/ Online Remittance as stipulated in TEF clause no.3 for EMD

6. BID REJECTION CRITERIA:

a. Following bids shall be categorically rejected:

i)	Bid Received after tender closing date and time
ii)	Bidders who are debarred under PPP MII order 2017, GeM, CPPP including tender holiday issued by MDL as on tender due date & time
iii)	Bids received without scanned image of EMD/ MDL registration/ NSIC registration/ MSE registration Certificate (issued from competent authority) not uploaded in Part-I tender stage
iv)	In case of e-tenders, if the date of EMD in the form of bank guarantee/ DD or the date of remittance of EMD amount 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/CNC
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(SD) or for not agreeing to extend the validity of the submitted SD in case of requirement of extension of validity of the order/of completion period of the order (refer the relevant Para below)
viii)	Bidders not submitting documents as per clause 5.
ix)	Bidder not meeting the eligibility criteria given in tender regarding the Class of Supplier as per PPP MII Order 2017

x)	Bidders not submitting the declaration certificate for Local Content & Location of value addition
xi)	Bidders not indicating / not declaring / not specifying the local content percentage or / and location of local value addition in the declaration certificate
xii)	Bidders submitting incomplete declaration certificate for Local Content or declaration certificate not certified by appropriate authority as per tender
xiii)	Bidders selecting both policies for purchase preference (Clause 27) in the declaration certificate at Enclosure 6
xiv)	Bidders not submitting Original instrument of EMD within 7 MDL working days from the tender closing date
xv)	Non-submission of Restrictions under rule 144(xi) of general financial rules GFRs, 2017 as per Enclosure 7
xvi)	Bidders not quoting for all the items in the Rate Sheet in the prescribed format available
xvii)	EMD validity period is shorter than specified in the tender enquiry

- c. <u>Breach of Obligation Clause with respect to Bid Submitted:</u> In case of breach of any obligation mentioned under, the bidder shall be disqualified / debarred from the bidding process for a period of one year from the date of notification,
 - i) Bidder has withdrawn / modified / amended /impaired / derogated from the tender during the period of bid validity
 - ii) Bidder fails or refuses to execute the contract upon notification of acceptance of bid by the Purchaser during the period of bid validity.
- 7. Bid Evaluation Criteria: Lowest Bidder (L1) will be decided on the basis of overall quoted price (inclusive of tax) for entire tender quantity. L-1 bidder will be considered for further processing for placement of order.
- 8. Contract Period: The Contract will be valid for conducting asset verification for 03 financial years i.e. 2022-23, 2023-24 & 2024-25. The contract will be terminated in case of non-satisfactory performance or any other reason with sole discretion of MDL. Extension of the contract is also at sole discretion of MDL and subject to satisfactory performance of the Firm.
- 9. Technical clarifications before quoting: Prior to submission of your quotation, bidders are requested understand the scope for any clarification is required bidders may contact Ms. A Fernandez (M-Internal Audit) on Telephone No 2376 2192/91.
- 10. Mobilization: The successful bidder shall complete mobilization/execution of contract as per agreed schedule between MDL and appointed Firm.
- 11. PRICING: Bidder shall quote the prices of all items listed in the tender enquiry which will be inclusive of all costs such as labor, transportation, incidental expenses etc. as per statutory payment of minimum wages. The prices quoted shall remain firm and fixed during the currency of the order/contract.
 - MDL shall not be bound by any printed conditions or provisions in the bidder's bid forms or acknowledgement of Order/Contract, invoices, packing list and other documents which purport to impose any conditions at variance with or supplemental to Order/Contract
- 12. Price Escalation: Price shall be firm & fixed during entire tenure of contract. Price escalation is not applicable.
- 13. TAXES & DUTIES: Following details are to be submitted by the bidders:
 - 1. GST No.:
 - 2. Type of dealer (composition/ Normal):
 - 3. SAC/HSN NO.:
 - 4. % of GST:

Bidders need to confirm acceptance of Standard Terms & Conditions of GST enclosed with this tender as per following:

- I. GST as per GST Laws shall be payable extra as guoted 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 characters 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 itemwise 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.

14. TERMS OF PAYMENT:

a. 100 % Payment will be made through NEFT/RTGS within 15 to 20 days for actual quantities of work executed and on submission of Ink signed Tax Invoice in triplicate to Invoice Receipt Section along with work completion certificate (SAP Service Entry Sheet copy), duly certified by (Not below rank of Chief Manager or above) of Audit department of MDL.

- b. Work Completion certificate shall be duly certified by executive of MDL Audit Dept. not below the rank of Chief Manager.
- 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. No advance will be paid in any manner against the Contract.
- e. As per latest GST Rules, From 1st April 2022, Vendors, whose aggregate turnover in any preceding financial year from 2017-2018 onwards, exceeds Rs. 20. Cr as per GST act, will have to issue e-Invoice. In case of failure to submit the E-Invoice/ or the self-declaration (if applicable), Tax invoice should be returned and claim will not be processed.
- f. Alternate MSME Bidder/Vendor payment through TReDS: 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 financers 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 1."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. 2. "M1xchange" TReDS platform or by registering on it. Contact details at "M1xchange" TReDS platform are as below: +91 9920455374 Ms. Ashwathi Jayandran email id ashwathi.jayandran@m1xchange.com +91 8839915724 Ms. Prinyaka Shah email prinyaka.shah@m1xchange.com.
- 15. Modifications to the Bids: Bidders 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): The successful bidder (Contractor) shall submit the Security Deposit @ 3 % of the <u>value of order</u> (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. Inspection: Final work completion certificate in respect of completion of entire scope of work will be certified by Internal Audit department. Any objection raised by MDL inspection team against workmanship shall be satisfactorily corrected by the Vendor at his expenses including as explained in Scope of Work.
- 18. Hindrance Register: All hindrances with date of occurrences and removal shall be noted in the Hindrance Register. The Hindrance Register shall be signed by the reps of both MDL User department as well as Contractor.
- Liquidated damage (LD)/Penalty: Time is an important factor of the contract therefore the job, as ordered, should be completed on the dates mutually agreed upon in accordance with the delivery schedule. In cases of delay not attributable to Purchaser beyond the agreed schedule, the Supplier / Contractor shall pay liquidated damages, a sum representing 0.5% (Half per cent) per week or part thereof, subject to maximum of 5% on the value of delayed job.

20. 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.
- 21. RISK PURCHASE: If the article/service or any portion thereof be not delivered / performed by the scheduled delivery date / period, any stoppage or discontinuation of ordered supply / awarded contract without written consent by Purchaser or not meeting the required quality standards the Purchaser shall be at liberty, without prejudice to the right of the Purchaser to recover Liquidated Damages / penalty as provided for in these conditions or to any other remedy for breach of contract, to terminate the contract either wholly or to the extent of such default. Amounts advanced or part thereof corresponding to the undelivered supply shall be recoverable from the Contractor / Bidder at the prevailing bank rate of interest. MDL shall also be at liberty to purchase, manufacture or supply from stock or 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.
- 22. 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.

- 23. 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.
- 24. 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.
- 25. PUBLIC GRIEVANCE CELL: A Public Grievance Cell headed by Shri.R R Kumar, GM(EY-PRODN) 4th Floor, D2 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 3512.

26. PURCHASE PREFERENCE TO MAKE IN INDIA:

As per Public Procurement (Preference to Make in India) Order 2017 No. P-45021/2/2017-B.E-II Dtd. 16 Sept 2020 issued by Govt. of India to encourage "Make in India" policy, Purchase Preference shall be given to local suppliers in the following manner:

- a. The terminology/ definitions used in the said order is as below:
- 1. "Local content" means the amount of value added in India which shall be the total value of item (goods, services or works or their combination) under procurement (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value in percent. Different definition of Local Content may be specified by the Nodal Ministry for items assigned to them, which will prevail over above.
- 2. "Class-I Local Supplier" means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for 'Class-I local supplier' under this order.
- 3. "Class-II Local Supplier" means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for "Class-II local supplier" but less than that prescribed for "Class-I local supplier" under this order.
- 4. "Non-Local Supplier" means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than that prescribed for "Class-II local supplier" under this order.
- 5. "Margin of Purchase Preference" means the maximum extent to which the price quoted by a "Class-I Local Supplier" may be above the L1 for the purpose of purchase preference. The margin of purchase preference for the present tender is 20%.
- 6. "L1" means the lowest tender or lowest bid or lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.

b. Minimum local content:

- 1. The minimum local content in the offer is to be not less than 50% for the present tender.
- 2. The local content can be increased by vendors through partnerships, cooperation with local companies, establishing production units in India or Joint Ventures (JV) with Indian suppliers, increasing the participation of local employees in services and training them.
- c. Declaration/ Verification of Local Content by Local Supplier:
- 1. Bidders should indicate the percentage of local content (i.e. value added in India) along with the details of location/s where the local value addition is made, in their bids, item wise or tender wise. The indicated local content percentage shall decide categorization of the vendors as "Class-I Local Supplier" / "Class-II Local Supplier" / "Non-local Supplier". All bidders should declare that the item and service offered meets the minimum local content & indicate its percentage in their offer which shall meet or excel required local content specified in tender. This declaration is necessary even if Custom Duty Exemption and / or ERV (if applicable) are not being sought. Certification as under is to be submitted mandatorily in technical offer Part-I bid.

- 2. The bidders shall provide a self-certificate, as per Enclosure 6, giving the percentage of local content and location of local value addition.
- 3. Once the declaration /certification is committed at tender submission stage, the same cannot be altered subsequently at technical negotiation stage or after award of contract. Doing so would be treated / considered as false declaration by bidder and necessary action shall be initiated as per Para 9 of the said Order for debarment.
- 4. Declared Local Content shall be the basis for categorization of the vendors and tender evaluation. However, MDL reserves the right to undertake detailed examination of declared local content and may call vendor to submit relevant documents.
- 5. In cases where MDL received the complaint from any vendor or person, along with the fees prescribed below, verification of Declared Local Content shall be carried out by seeking additional info as deemed necessary and the bidders (including unsuccessful bidders) against the tender shall be obliged to furnish the necessary documents. Failing to do so, the vendor may invite penal action as per the provisions of the Order. If MDL possess the capability, then it shall perform the verification. However, if in the opinion of MDL matter needs to be dealt at higher level, then the complaint shall be referred to Nodal Ministry and their fees /expenses / charges applicable as per the Nodal Ministry, if any, shall be borne by the complainant. MDL is authorized to prescribe fees for handling complaints under revised PPP MII 2017 Order. The fees for filing a complaint under the order shall be Rs. 10,000/- per case. The complaint shall be filed to the Chairman, Public Grievance Cell. The fee shall be deposited by complainant in MDL's Account by NEFT.
- 6. On scrutiny of offer, if all the bidders participating in the tender happen to have either not submitted the declaration certificate or not declared / specified the local content percentage in the declaration certificate or specified local content lower than the minimum local content requirement as per the tender, the subject tender shall be cancelled & matter shall be taken up with Ministry through MDL Nodal Executive. Meanwhile, re-tendering may be done without applying the provisions of said Order for need fulfilment of MDL.
- 7. On opening of the price bids, if it is identified that there is difference in local content declaration made & local content percentage as per price quoted is now not meeting (i.e. lesser than) the specified tender requirement (i.e. only on the quoted price without any loading) then such bidder shall be disqualified and shall not be considered for ranking purpose. The bid would be treated / considered as given false declaration and necessary action for debarment shall be initiated.
- 8. Purchase Preference: Purchase preference shall be given to only "Class-I Local Supplier" (Class II Local Supplier are not eligible for purchase preference) in procurements.

d. <u>Contract placement</u>:

- 1. Among all qualified bids, if L1 is "Class-I Local Supplier" or MSE, the contract for the full quantity will be awarded to L1. It shall be ensured that Local Content percentage as declared by the vendor is maintained or increased but not reduced.
- 2. If L1 is other than "Class-I Local Supplier", then first MSEs (L1+15%) eligible for PP under PPP MSE Order 2012 will be invited to match the L1 price and the contract for full quantity shall be awarded to such MSE bidder. In case MSE bidders decline to match L1 price, then the "Class I Local Suppliers (L1+20%)" whose price falls within the margin of purchase preference under PPP MII Order 2017 will be invited to match the L1 price in the order of ranking of Class I Local Supplier and the contract for full quantity shall be awarded to such "Class-I Local Supplier" who first matches the L1 price.
- 3. In case none of the "Class-I Local Supplier" or MSEs are within the margin of purchase preference or do not agree to match the L1 price or there is no Class I Local Supplier or MSE, the contract for full quantity may be awarded to the L1 bidder.
- 4. After the contract is awarded and the supplies are completed, the supplier shall provide a "Local content certificate" (Annexure-C) declaring the actual Local content percentage achieved while executing the contract. In case of failure to provide Local Content Certificate for the executed order within reasonable time, the issue be referred for debarment.
- 5. Note: In cases of procurement for value in excess of Rs. 10 Crores, the supplier shall provide a Local Content certificate from statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing charted accountant (in respect of supplier other than companies) giving the percentage of local content.
- 6. The supporting documentation towards realization of committed Local Content as per the contract / order terms & conditions shall be maintained for a period of seven years from the date of completion of the contract for audit purpose. Nodal Ministry may constitute

committees with internal & external experts for independent verification of self-declarations and auditor's / accountant's certificates on random basis and in the case of complaints.

- e. <u>Debarment of bidders / suppliers</u>:
- 1. False declaration will be in breach of Code of Integrity under Rule 175(1)(i)(h) of GFR 2017 for which a bidder or its successor can be debarred for up to 2 years as per Rule 151(iii) of GFR 2017 along with such other actions as may be permissible under law.

A supplier who has been debarred by any procuring entity for violation of said Order shall not be eligible for preference under said Order for procurement by any other procuring entity for the duration of debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities, in such a manner that ongoing procurements are not disrupted

- 27. **BLACKLISTED/ DE-LISTED BIDDERS**: The bidder / supplier / contractor shall declare 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
- 28. Requirement of Registration under rule 144(xi) of general financial rules GFRs, (2017) GoI vide Order (Public Procurement No.1, 2 & 3) dtd 23 Jul 2020 & 24 Jul 2020 has imposed Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017 on bidders from a country which shares a land border with India. Accordingly, following shall be complied by the Bidders while submitting bids.
 - A) Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. The Competent Authority for the purpose of registration under this Order shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT). The Bidder shall submit declaration / certificate as per "Enclosure 8" towards compliance of Public Order on Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017. However, Order will not apply to bidders from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects. Lists of countries to which lines of credit have been extended or in which development projects are undertaken are given in the website of the Ministry of External Affairs
 - B) "Bidder" for the purpose of this Order (Public Procurement No.1, 2 & 3) (including the term 'tenderer', 'consultant' 'vendor' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.
 - C) "Bidder from a country which shares a land border with India" for the purpose of this Order (Public Procurement No.1, 2 & 3) means
 - a) An entity incorporated, established or registered in such a country; or
 - b) A subsidiary of an entity incorporated, established or registered in such a country; or
 - c) An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d) An entity whose beneficial owner is situated in such a country; or
 - e) An Indian (or other) agent of such an entity; or
 - f) A natural person who is a citizen of such a country; or
 - g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

Note: "Beneficial owner" for the purpose of above paragraph (C) will be as under:

(i) In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person(s), has a controlling ownership interest or who exercises control through other means.

Explanation-

a)"Controlling ownership interest" means ownership of, or entitlement to, more than twenty-five per cent of shares or capital or profits of the company;

- b) "Control" shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholder's agreements or voting agreements;
- (ii) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
- (iii) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
- (iv) Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
- v) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- D) "Agent" for the purpose of this Order (Public Procurement No.1, 2 & 3) dtd 23 Jul 2020 & 24 Jul 2020 is a person employed to do any act for another, or to represent another in dealings with third persons

29. INSTRUCTIONS TO THE BIDDERS:

- 24.1 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. Vivek Korde, M (OTS), and Tel. no. 022- 2376 3337.
- 24.2 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.
- 24.3 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,

M (OUTSOURCING) (Vivek Korde)

	ENCLOSURE to Tender
Enclosure 1	Scope of Work
Enclosure 2	Illustrative rate sheet
Enclosure 3	TEF ACCPTANCE FORMAT
Enclosure 4	STANDARD TERMS AND CONDITIONS (STACS) (FOR SERVICES)
Enclosure 5	GENERAL TERMS AND CONDITIONS
Enclosure 6	Declaration Certificate for Local Content
Enclosure 7	Declaration by bidder for Restrictions under rule 144(xi) of general financial rules GFRs, (2017)
Enclosure 8	MDL Bank account details for remittance of EMD/SD

Scope of Work for Asset Verification for FY 2022-23 to FY 2024-25

(1) Description of Services:

Appointment of Asset verifiers for verification of fixed assets for three financial years i.e. From 2022-23 to FY 2024-25.

(2) Scope of work

- (a) 100% verification of all assets as on 31.03.2022 which is to be completed in total three years (i.e. approximately 1/3rd of assets in each Financial Year).
- (b) For Financial Year 2023-24 & 2024-25 additional assets capitalized during last financial year will be audited alongwith 1/3rd of assets as enumerated above.

(3) Delivery Schedule:

Total 128248 Fixed Assets verification to be carried out during the 3 financial Years along with number of assets is defined as follows:-

Financial	Scope of Work Row Labels Asset Class			No of	Delivery Schedule	
Year				Assets		
	a)	Assets capitalised as on :	y 3			
		EDP Equipment	4005, 4006, 4015 & 6150	15125		
FY 2022-23		Office Equipment	4003, 4004, 4025, 4026, 4027, 4028, 6141 & 6142	13615	31.03.2023	
		Plant & Machinery	2001, 2002 & 6121	13171		
	To	tal	SELECTION ASSESSMENT SELECTION SELEC	41911		
	a)	Assets capitalised as on :	31.03.2022:-	2		
	- 2	Building	1201, 1202, 1204, 1206, 6101, 6102	513	31.03.2024	
	3	Electrical Installation	2003, 6123	608		
	8 300	IT Assets	4016	63		
		Launches & Boats	5001, 6160	20		
		MMP	6006	294		
FY 2023-24	1 3	Other	1207, 1601	24		
	1 8	Land	1001	3		
	1 8	Spares & tools	2005,2006, 6003 & 6004	40548		
		Staff Quarter	1401, 1402	70		
		Vehicle	3001, 3004 , 3002, 3003, 3005	190		
	b)	All assets capitalised during FY 2022-23 (approximately)		1000		
	To	Total				
	a)	Assets capitalised as on 3	31.03.2022:-	χ 9		
		Spares & tools	6001 & 6002	24232	1	
FY 2024-25	80 80	Furniture	4001, 4002, 4021, 4022, 4023, 4024, 6131 & 6132	17772	31.03.2025	
	b)	All assets capitalised during FY 2023-24 (approximately)		1000		
	Total					
		Grand 1	Total	128248		

The rates will be firm & fixed. The above table is based on data extracted from Asset Register maintained in SAP as on 30.09.2021. As the work allotted for FY 2023-24 & FY 2024-25 is on an approximate basis, increase in the number of assets up to 5% of the total count for a particular year will not increase the fees & it shall be included in the present scope of work without additional cost implication

(4) Procedure for Asset Verification

- (a) The list of assets uploaded from SAP system will be provided to the firm for verification.
- (b) Such list will contain all details for identification such as asset no., asset description, quantity, serial number, PO no. & cost centre.
- (c) This list has to be verified physically. Auditor has to ensure that proper marking of asset number has been carried out for all assets.
- (d) In case any asset is not found, the auditor should enquire whether it has been transferred/transfer request has been initiated or it has been disposed off. In all such cases, necessary supporting documents should be checked to ensure that it is approved by the appropriate authority.
- (e) Draft report should be issued by the firm incorporating observations & recommendations which should be discussed with Property & Insurance section before issuing final report.
- (f) After receipt of management response, vetted reply/comments on such response should be included by the firm & two copies of such report should be issued to Internal Audit department.

(5) Technical Pre-Qualification Criteria

Sr. No.	Pre-Qualification Criteria	Documents Required
i.	Bidder should be registered with The Institute of Chartered Accountants of India / The Institute of Cost Accountants of India and should have a Branch office in Mumbai	Firm Registration Number with Firm Card.
ñ.	Bidder should have conducted Asset verification or Internal Audit of at least 01 Public Sector Unit in last five (05) years	Copy of Purchase Order and Work Completion Certificate.
iii.	Bidder should have conducted atleast one Asset Verification or Internal Audit of a firm having Turnover Rs. 3000 Crore and above in the last 05 years from industries like Shipbuilding, Defence, Manufacturing, Steel, Port and Infrastructure.	Copy of Purchase Order and Work Completion Certificate. Audited financial statement of the firm whose Internal Audit/Asset verification is done by bidding CA/CMA firm.
iv.	Firm should have proficiency in SAP	Declaration by partner on firm's letterhead

(6) Mobilisation/Execution of Contract

Mobilisation/execution of contract shall be done as per agreed schedule between MDL and the appointed firm.

(7) Contract Period

This contract will be valid for conducting Asset Verification for 03 financial years ie. 2022-23, 2023-24 & 2024-25. The contract will be terminated in case of nonsatisfactory performance or any other reason with the sole discretion of MDL. Extension of the contract is also at the sole discretion of MDL & subject to satisfactory performance of the firm.

(8) Contents of report

The detailed Audit Report should include the following:

- (a) Background
- (b) The method adopted
- (c) Details of Physical Verifications of Assets and deviations
- (d) Observations (Critical & General)
- (e) Recommendations
- (f) Management Comments
- (g) Asset verifier's Comments (based on management reply)

(9) Payment terms

Yearly bill should be submitted after submission of final report with Assets verifier's comments (based on auditee's reply). Such bills will be certified for payment by officer of level CM & above of Internal Audit department. Payment will be made within 15-20 days after certification by Internal Audit department.

(10) General

- (a) The Chartered Accountant firm is required to quote their professional fees for three years and these rates will remain firm and fixed till execution of contract. GST payable on the professional fees, if any, shall be paid by MDL. MDL will provide all necessary assistance w.r.t. office equipments for conducting the audit. The firm will make arrangement for transport & conveyance for them & their representatives and their quote will be inclusive of transport cost and out of pocket expenses if any. The representatives (Assets verifiers) of the firm are not insured by MDL. In case CA/CMA firm wish to bring in their own laptop, Internal Audit officer will inform security department about details of laptop on the basis of which security will issue pass for laptop.
- (b) The representatives of Audit firm should follow the procedure of identification as per MDL policy. Quarterly passes would be issued to them on production of the following documents:
 - Undertaking of the Chartered Accountants / Cost Accountants as specified at the beginning of contract on firms' letterhead (indemnifying MDL for all

- consequences, injuries, hospitalization expenses & death) shall have to be executed by the firm.
- Intimation of Chartered/Cost Accountant firm about the particulars of Article/Employee as per format duly endorsed/recommended by an officer of Internal Audit.
- Submission of photo identification by Article/Employee viz. College Identity Card/Pan CARD/Aadhar Card, etc.
- (c) The representatives of the Chartered/Cost Accountant firm deployed for conducting the Asset verification work of MDL will be provided lunch free of charge in Officer's Mess on all working days of MDL. Auditors' representatives can also have snacks which is available in the evening in Officer's Mess on payment basis as per the rates applicable to MDL officers.
- (d) MDL reserves the right to cancel tendering process or any offer without prior intimation or providing any reason/justification.
- (e) The representative of the Chartered/ Cost Accountant firm may be required to attend the Audit Committee meetings of MDL. In case Auditors are required to attend Audit Committee meeting held away from Mumbai, MDL will make necessary arrangements towards travel, lodging, boarding etc as per their levels.

Enclosure-2

Illustrative BLANK RATE SHEET

Sr.no.	Description	Qty	Rates	HSN/SAC CODE	GST %
1	Appointment of Asset verifier for FY 2022-23	1 AU			
2	Appointment of Asset verifier for FY 2023-24	1 AU			
3	Appointment of Asset verifier for FY 2024-25	1 AU			

THIS IS AN ILLUSTRATIVE RATE SHEET ONLY.

BIDDER HAS TO QUOTE ONLINE AS PER THE PRICE BID FORMAT AVAILBALE ON GeM PORTAL.

HSN/SAC code:

GST%:

(Illustrative rate sheet -filled is attached for ready reference)

				<u></u>	
Sr.no.	Description	Qty	Rates	HSN/SAC CODE	GST %
1	Appointment of Asset verifier for FY 2022-23	1 AU	(Quoted / Not quoted)	(Pl submit six digit HSN/SAC code)	(PI submit GST rates in %)
2	Appointment of Asset verifier for FY 2023-24	1 AU	(Quoted / Not quoted)	(PI submit six digit HSN/SAC code)	(PI submit GST rates in %)
3	Appointment of Asset verifier for FY 2024-25	1 AU	(Quoted / Not quoted)	(PI submit six digit HSN/SAC code)	(PI submit GST rates in %)

ENCLOSURE -3

Tender Enquiry Acceptance Format

Part A	Bidder's	Part A	Bidder's	Part A	Bidder's
clause	Remark	clause	Remark	clause	Remark
no.		no.		no.	
	Acc. / Dev.		Acc. / Dev.		Acc. / Dev.
1		12		23	
2		13		24	
3		14		25	
4		15		26	
5		16			
6		17			
7		18			
8		19			
9		20			
10		21			
11		22			

COMPANY'S NAME & ADDRESS:	
COTHITION OF WATER CARDINESS.	SIGNATURE: DATE: NAME: DESIGNATION: BIDDER'S COMPANY SEAL:

NOTES:

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

Enclosure 4

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 order in 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.

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.

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 oderniz 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.

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

- 331. The bidders declares that they being Proprietors / Directors / Partners have not been any time individually or collectively blacklisted or banned or de-listed by any Government or quasi Government agencies or PSUs. If a bidder' entities as stated above have been blacklisted or banned or de-listed by any Government or quasi Government agencies or PSUs, this fact must be clearly stated and it may not necessarily be a cause for disqualifying him.
- 340. DUTY OF PERSONNEL OF SUPPLIER / SUPPLIER
- 341. MDL being a Defence Organization, Contractor / Bidder undertakes that their personnel deployed in connection with the entrusted work will not indulge in any activities other than the duties assigned to them.
- 350. DISPUTE RESOLUTION MECHANISM AND ARBITRATION
- 351. DISPUTE RESOLUTION MECHANISM (DRM) i) Any dispute/differences between the parties arising out of and in connection with the contract shall be settled amicably by mutual negotiations. ii) In case of non-settlement by (i) above, if at any time, before, during or after the contract period any unsettled claim, dispute or difference arose between the parties, upon or in relation to or in connection with or in any way touching or concerning this tender/agreement/order/contract, the same shall be referred to the concerned Functional Director. iii) The Functional Director shall then nominate an Executive of the rank of General Manager whom he thinks fit and competent or a Committee of Executives who/which shall then scrutinise the claims/disputes that have been referred to the concerned functional Director and make efforts for amicable settlements by mutual discussions/negotiations. iv) In case no amicable settlement is arrived by (ii) above within a period of three months, then the contractor shall approach Public Grievance Cell and address the disputes as per the provisions made under the relevant clause of the contract. v) In case the issues/disputes do not get settled within a period of six months from the date of submission of the dispute to the Grievance Cell, then the contractor may invoke Arbitration Clause of the contract.
- 352. ARBITRATION. Unresolved disputes/differences, if any, shall then be settled by arbitration. The Arbitration proceedings shall be conducted at Mumbai, India, in English Language, under the Arbitration & Conciliation Act, 1996. MDL prefers to have arbitration through Institutes such as Indian Council of Arbitration (ICA)/ICA-DR, with the mutual consent of the parties.
- 353. In case of unresolved difference/dispute between the Purchaser and Supplier, being Central Public Sector Enterprises/Central Govt. Departments, the disputes shall be resolved firstly through mutual discussion or through the empowered agencies of the Govt. Or through arbitration by reference by either party to the department of Public Enterprises, as per extant guidelines. If disputes/differences remain unresolved/unexecuted, the same shall be referred first to the Cabinet Secretariat and then, if necessary to the PMO.
- 354. Any changes to arbitration clause must be vetted by HOD (Legal) before incorporation in contract/PO.
- 360, JURISDICTION OF COURTS
- 361. All contracts shall be deemed to have been wholly made in Mumbai and all claims there under are payable in Mumbai City and it is the distinct condition of the order that no suit or action for the purpose of enforcing any claim in respect of the order shall be instituted in any Court other than that situated in Mumbai City, Maharashtra State, India i.e. courts in Mumbai shall alone have jurisdiction to decide upon any dispute arising out of or in respect of the contract.
- 370. CONTRACT LABOUR (REGULATION & ABOLITION) ACT 1970
- 371. Contractor / Bidder shall obtain licence under Section 12 and 13 of the Contract Labour (Regulation & Abolition) Act, 1970 and rules made there under and the same should be kept valid at least until the expiry of contract with Purchaser. The registration and Licence under the Contract Labour (Regulation and Abolition) Act 1970 shall be renewed in time every year and if work continues for more than a year, a copy of the Licence is produced as and when demanded by the concerned authorities of Purchaser.

- 372. The Contractor / Bidder shall 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 modernization / refit / repairs at Mumbai Ports / Naval Dockyard. Entry passes will not be issued in

<u>Tender No.6000001458 REV3</u>				
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				
Page 23 of 28				

Enclosure 5

STACS Acceptance Format

To, Mazagon Dock Shipbuilders Limited	
Tender Enquiry No	Date:-

STACS	Bidder's	STACS	Bidder's	STACS	Bidder's
Clause No.	Remark	Clause No.	Remark	Clause No.	Remark
	Acc./ Dev		Acc./ Dev		Acc./ Dev
101		280	Not applicable	400	
102		290	Not applicable	410	
103		300		420	
120		310	Not applicable	430	
200		320	Not applicable	440	Not applicable
210		330		450	Not applicable
220		340			
230		350			
240	Not applicable	360			
250		370			
260		380			
270	Not applicable	390			

Company's Name & Address:	
	Signature :
	Date :
	Name:
	Designation:
	Bidder's Company Seal:

NOTES:-

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

ENCLOSURE 6

<u>(Tender value Less than Rs 10 Crores)</u>

This declaration must form part of all tenders & it contains general information and serves as a declaration form for all bidders. (Before completing this declaration, bidders must study the General Conditions, Definitions, Govt Directives applicable in respect of Local Content & prescribed tender conditions).

	G BY THE CHIEF	EXECUTIV	OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON E OR SENIOR MEMBER/PERSON WITH MANAGEMENT NDIVIDUAL)
IN RESPECT OF BID / TEI ISSUED BY: (Name of Firm			
NB: The obligation to comrepresentative, auditor or a			declaration cannot be transferred to an external authorized alf of the bidder.
do hereby declare, in my ca	apacity as		(full names), (name of bidder entity), the following:
accordance with the definiti "Local content" as per above (excluding net domestic incomproportion of the total value (c) I have satisfied mysel the local content requireme (d) I understand that a bi Procurement (preference to	stood the requirement on provided at clause e order means the amdirect taxes) minus the in percent." If that the goods/servints as specified in the idder can seek beneo Make in India) Ord	t of local co 2 2 of revised nount of value te value of in ices/works to te tender for fait of either ler 2017 and	knowledge. Intent (LC) and same is specified as percentage calculated in Public Procurement (preference to Make in India) Order 2017. It is added in India which shall be the total value of items procured imported content in the item (including all customs duties) as a so be delivered in terms of the above-specified bid comply with Class-I Local Supplier' / 'Class-II Local Supplier', and as above. Public Procurement Policy for MSEs —Order 2012 or Public in not both and once the option is declared / selected it is not the benefit from the below declared purchase preference policy
i) I seek benefits aga	inst the following police	cy only (Sel	ect only one Option):
1) PPP MSE Or	der 2012		(applicable for MSE manufacturers)
2) PPP MII 201	2) PPP MII 2017 (applicable for Class I suppliers as well as MSE manufacturers)		
			ourchase preference benefit is sought under PPP MII 2017 d as ambiguous and will result in rejection of bid)
(e) The local content calcu	ulated using the defin	ition given a	bove are as under:
Tender Item Sr No	Local content calcu above %		Location of local value addition
Attach separate sheet duly NB: Local content percenta			tender wise strictly as per the terms of the tender.
(f) I accept that the Procurement Authority / Institution / MDL / Nodal Ministry has the right to request that the local content be verified in terms of the requirements of revised Public Procurement (preference to Make in India) Order 2017 dtd 16.09.2020and I shall furnish the document / information on demand. Failure on my part to furnish the data will be treated as false declaration as per PPP MII Order 2017. In case of contract being awarded, I undertake to retain the relevant documents for 7 years from date of execution. (g) I understand that the submission of incorrect data, or data that are not verifiable as described in revised Public Procurement (preference to Make in India) Order 2017, may result in the Procurement Authority / Nodal Ministry / MDL imposing any or all of the remedies as provided for in Clause 9 of the Revised Public Procurement (preference to Make in India) Order 2017 dated 16.09.2020			
SIGNATURE:	DATE	i:	
Seal / Stamp of Bide	der		

ANNEXURE-C-1

ACTUAL LOCAL CONTENT CERTIFICATE (Tender value Less than Rs 10 Crores)

Note 1: This certificate shall be submitted by the successful bidder post execution of the contract.

LOCAL CONTENT DECLARATION (post execution of contract / PO) BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CORPORATION, PARTNERSHIP OR INDIVIDUAL)					
IN RESPECT OF CONTRACT No./ PO NoISSUED BY: (Name of Firm):					
	ete, duly sign and submit this declaration car vother third party acting on behalf of the bidd	not be transferred to an external authorized er.			
do hereby declare, in my cap	acity as(r				
(a) The facts contained her	ein are within my own personal knowledge. clared the local content at the time of tender a	•			
Tender Item Sr No	Local content calculated as above %	Location of local value addition			
calculated using the definition	n in the declaration given at the time of Bid is				
Tender Item Sr No	Declared minimum Local content at the time of bidding (%)	Achieved Local content of delivered items (%)			
NB: Local content percentage shall strictly be declared item wise or tender wise as was declared at the time of bid / tender.					
(d) I accept that the Procurement Authority / Institution / MDL / Nodal Ministry has the right to request that the local content be verified in terms of the requirements of revised Public Procurement (preference to Make in India) Order 2017 dated 16.09.2020 and I shall furnish the document / information on demand. Failure on my part to furnish the data will be treated as false declaration as per PPP MII Order 2017. I undertake to retain the relevant documents for 7 years from date of execution.					
(e) I understand that the submission of incorrect data, or data that are not verifiable as described in revised Public Procurement (preference to Make in India) Order 2017, may result in the Procurement Authority / Nodal Ministry / MDL imposing any or all of the remedies as provided for in Clause 9 of the Revised Public Procurement (preference to Make in India) Order 2017 dated 16.09.2020.					
SIGNATURE:	DATE:				
Stamp / Seal of the company					

Enclosure 7

<u>Declaration of Compliance of Order (Public Procurement No.1, 2 & 3) dtd 23 Jul 2020 & 24 Jul 2020 on Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017</u>

This declaration must form part of all tenders & it contains general information and serves as a declaration form for all bidders. (Before completing this declaration, bidders must study the General Conditions, Definitions, Govt. Directives applicable in respect of Public Procurement No.1, 2 & 3) dtd.23 Jul 2020 & 24 Jul 2020 on Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017& prescribed tender conditions).

DECLARATION BY AUTHORISED SIGNATORY OF THE FIRM				
I, the undersigned,	у			
bidder entity), that:				
1) The facts contained herein are within my own personal knowledge.				
2) I have read the Order (Public Procurement No.1, 2 & 3) dtd 23 Jul 2020 & 24 Jul 2020 on the subject of Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017 regarding restrictions on procurement from a bidder of a country which shares a land border with India and comply to all the provisions of the Order				
3) I certify that M/s(name of bidder entity) is not from such a country or, is from such a country (strike out whichever is not applicable), has been registered with the Competent Authority. I hereby certify that this SUPPLIER fulfills all requirements in this regard and is eligible to be considered. [Where				
applicable, evidence of valid registration by the Competent Authority is attached]				
4) I understand that the submission of incorrect data and / or if certificate / declaration given by M/s	е			
AUTHORISED SIGNATURE: DATE:				
Seal / Stamp of Bidder				

Enclosure 8

MAZAGON DOCK SHIPBUILDERS LTD DOCKYARD ROAD MUMBAI 400010

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- 1. For payment of various remittances online, the following links are available to the vendors/contractors through MDL website:
 - a. www.mazagondock.in/onlinepayment.aspx
 - b. OR one can find online payment tab on MDL website home page as under:-
 - Go to www.mazagondock.in
 - 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 / UIP etc. after filling the required details.

2. **DETAILES 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 Remittance EMD/SD etc.	of viz.	Amount Remitted (Rs.)