



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	6000001119	विभाग/Department	OTS(OUTSOURCING DEPT.)
क्रय अधिकारी/Purchase Exec. Sameer Agrawal		क्रय अधिकारी/Purchase Exec.	Sameer Agrawal
सेवा में /To		दूरभाष सं./Telephone No	23763084
		फैक्स सं./Fax No	23743198
		ई-मेल/E-Mail	sagrawal@mazdock.com
दूरभाष सं./Telephone		निविदा सं./Tender No	6000001119
फैक्स सं./Fax		निविदा तिथि/ Tender Date	22.02.2019
ई-मेल/E-Mail		निविदा बंद की तिथि/Tender Closing Date	08.03.2019
		निविदा बंद होने का समय/Tender Closing Time	12:00:00
		आरएफक्यू सं./RFQ No	2110001348

निविदा शुल्क/Tender Fee	रु/Rs	0.00
बयाना राशि/EMD Amount	रु/Rs	0.00
पुर्व बिड बैठक तिथि और समय/Pre Bid Meeting Date & Time		,00:00:00
निविदा खोलने की तिथि और समय/Tender Opening Date & Time		08.03.2019,15:30:00
प्रस्ताव वैधता तिथि है/Offer should be valid up to		
सुरक्षा जमा/Security Deposit		0.00 %आदेश मूल्य का/PO value
वरीय बैंक जमानत /Perf. Bank Guarantee		0.00 %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 & Name, Tender Number, closing date & time and RFQ Number in your Quotation & related correspondence )

प्रिय महोदय/महोदया  
Dear Sir / Madam ,

विषय /SUB:- APPOINTMENT OF COST AUDITOR FOR FY 2019-20

माझगांव डॉक शिपबिल्डर्स लिमिटेड प्रतिष्ठित/संभावित आपूर्तिकर्ताओं से निम्न हेतु, प्रतियोगितात्मक दो बोली प्रणाली में ( भाग -I तकनीकी - 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	Appointment of Cost Auditor for 2019-20 Service Description :	1 Activity unit	30.09.2020

क्र सं. SL.No.	सामग्री / सेवा विवरण Material / Service Details	मात्रा / इकाई Quantity / unit	आपूर्ति तिथि Delivery Date
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As per Scope Attached

**The Line item 00100 covers the following services**

000000001 सेवा सं./Service Number :- 1 Activity unit  
0

संक्षिप्त वर्णन/Short Description :- Cost Audit of MDL  
for FY 2019-20

नियम और शर्तें : भाग ए में 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।

Terms & 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.

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:**

"Appointment of Cost Auditor for FY 2019-20."

Note: **The detailed scope of work is as per Enclosure-1.**

2. **Pre-Qualification Criteria:**

- Cost Accountants firms registered with the Institute of Cost Accountants of India having office in Mumbai / Navi Mumbai shall be considered for appointment as Cost Auditors for conducting Cost Audit of the Company.
- Previous Experience in auditing of Shipbuilding / Heavy Engineering Company having more than Rs. 500 Crore turnover in any of the last three financial years.
- The tender for the selection and appointment of cost auditor is invited in two bid system.
- Technical Bid** will be opened first to ascertain the experience and expertise of the firm to carry out cost audit of the company. The following will be the basis of marks for qualification.

**The firm has to attain minimum 50 marks to be qualified for considering their bid for further commercial action:**

Sl. No.	Norms	Basis of Marks	Maximum Marks
1	Years of establishment of Firm since date of registration.	0 to 5 Years: Nil; beyond first 5 years 1 mark for every additional year.	20
2	Number of partners in the Firm	3 Marks for each Partner.	15
3	Firm/Partner having experience of costing system of shipbuilding industry or heavy engineering Company having turnover more than Rs.500 Crore	5 marks for each case.	15
4	Experience of Conducting Statutory Cost Audit for Central/State PSU's / Listed Companies.	4 Marks for Each Company	20
5	Number of qualified assistants (Cost Accountant) in the Firm.	4 Marks for Each Qualified Assistant	20
6	Audit Firm having experience of conducting cost audit of manufacturing company in SAP environment.	05 marks for each Company Audited	10
		Total	100

**Note:**

- Documentary evidences in support of each of the above-mentioned criteria are required to be submitted along with Company / Firms profile.
- Audit team:** The team should be lead by a Senior Partner of the Firm. Audit team should consist of adequate numbers of Qualified and Semi Qualified Assistants (Cost / Chartered Accountants) commensurate with the size of the organization / area

3. **EARNEST MONEY DEPOSIT (EMD):** Not Applicable
4. **VALIDITY PERIOD:** Bids / Offers shall have the validity period of 45 **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.**

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

i)	Online Acceptance on clauses of Tender Enquiry, 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)	Bidders / Vendors should upload scanned documents as per <b>Para 2 in Part-A</b> of the tender (pre-qualification criteria).
vi)	Price bid sheet BLANKING the PRICES but clearly indicating ' <b>QUOTED / UNQUOTED</b> ', also indicating the % of actual taxes/ duties applicable, in the prescribed format available on MDL's e-Procurement website <b><u><a href="https://eprocuremdl.nic.in">https://eprocuremdl.nic.in</a></u></b> <b>Note:- The printout of the Rate sheet can be taken &amp; used for this purpose.</b>
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 duly filled RTGS/NEFT as per <b>Enclosure-3</b>
ix)	Scanned image of Vendor Declaration in bidder's letterhead as per the format at <b>Enclosure-4.</b>

**Note:**

- a. MDL has a right to verify / cross verification of authenticity of the scanned documents with respect to original submitted against this tender.
- b. 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.
- c. 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.

d. The Blank Rate Sheet form is required to be filled up for every line item by the bidder online by selecting "Quoted" or "Not-Quoted" from the drop down fields as provided. All other fields, including relevant taxes and duties pertaining to their individual HSN/SAC code, are to be filled appropriately.

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

**6. BID REJECTION CRITERIA:**

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

- i. The Bids received after tender closing date and time.  
ii. Bidders not quoting for all the items in the Rate Sheet in the prescribed format available on MDL's e- procurement website <https://eprocurermdl.ni.in>.

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

- i. Bidder's failure to submit sufficient or complete details for evaluation of the bids within given period on intimation by MDL on the deficiencies, if any, noticed in the bid documents.  
ii. Bids with technical requirements and or terms not acceptable to MDL.  
iii. Validity period indicated by bidders is shorter than that specified in the tender enquiry.  
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. Bidder not submitting the GST Registration Certificate.  
vii. Unreasonably longer delivery period quoted by the firm. (Internal Note for TNC/CNC.  
viii. Bidders not submitting documents as per clause 5.

**7. Bid Evaluation Criteria:**

- a. Overall lowest (techno-commercially accepted) bidder (L1) will be determined on the basis of total quoted price of entire tendered items (all-inclusive basis but excluding GST). Bids of only qualified bidders as per clause 7.b & 7.c below alongwith their technical clearance from TNC and CNC committees shall be processed further for Price bid opening. Bid of the lowest bidder (L1) will be considered for further processing on discretion of MDL for placement of order. On-line ranking visible to the bidder is without loading parameters. However, the Overall L1 bidder will be evaluated offline after applying all applicable loading parameters as mentioned in the tender document and commercial terms.  
b. Bids of firms meeting the pre-qualification criteria as per para 2 and also SOW terms and conditions of the tender shall only be considered for further commercial action.  
c. Taxes are excluded for the purpose of ranking of price bids to determine L1 bidder. There may arise a situation where overall cost (inclusive of taxes and duties) of services by 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, duties and levies, then the next lowest ranked bidder will be given the opportunity in the order of ranking so that procurement is competitive.  
d. In case of any discrepancies observed in any Rate Sheets, or against each item and / or in Grand total in the price bid, evaluation would be carried out by arriving on the grand total by considering the unit rate and quantity indicated in Rate sheets.

8. **CONTRACT PERIOD:** At present tenure of appointment is for a period of one year's i.e. FY 2019-20 and further extendable for one year on same rates, terms and conditions of the PO and at the sole discretion of the company without assigning any reason thereof.

9. **PRICING:** The bidder shall quote the prices of all items listed in the tender which will be inclusive of all costs for detailed scope of work as exhibited in Enclosure 1 of this tender. 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. The audit fee will be firm and fixed for the entire tenure of contract. Tax etc. shall be paid extra as applicable on furnishing the registration number with the appropriate authority. Any incidental, travel, lodging, out of pocket expenses etc. shall be borne by the bidder. Bidders should consider all cost such as labor, salaries to be paid as per minimum wages law, transportation, all incidental expenses etc. for entire scope of work. 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.
10. **PRICE ESCALATION CLAUSE:** Not Applicable.
11. **TAXES & DUTIES:**
- a. In accordance to Government of India (GOI) guidelines towards implementation of GST w.e.f. 01.07.2017, bidders are informed that all deliveries post 30.06.2017 shall strictly comply to the provisions / requirement / timelines promulgated by the GOI towards GST Act. The provisional GST numbers issued by GOI is mandatorily required for all participating bidders and same be indicated in their respective offer. Bidders also shall mention the Harmonized System of Nomenclature (HSN) / Services Accounting Code (SAC) numbers for the quoted items / services in their techno- commercial offer, invoice & tax documents.
  - b. Mazagon Dock Shipbuilders Limited (MDL) provisional GST ID is **27AAACM8029J1ZA** and bidders shall mention the same while invoicing and avoid any data entry errors on GST portal. Bidders shall be responsible for the financial and non-financial consequences in case of non-compliance of GST provisions / requirements / timelines on their part. MDL shall pay the applicable GST taxes to the successful bidders at actual & suppliers shall pass on the reduction in prices to MDL on account of change in the tax structure.
  - c. Bidder shall indicate separately the percentage of the applicable taxes and Govt. levies for individual line items in blank Price Bid submitted in Part I (Techno Commercial Bid).
  - d. GST as per GST Laws shall be payable extra as quoted and agreed.
  - e. In case of purchases of goods/services from unregistered dealers under GST Laws, GST will be paid by MDL under reverse charge mechanism
  - f. Benefits from reduction in rate of tax/ITC is required to be passed on to consumer. Where "applicable GST" has been quoted as extra, Goods and service providers (except un-registered dealers under GST Law) have to submit declaration that they have complied with 'Anti- profiteering clause' under GST Law. Such declaration be given in technical bid.
  - g. 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.
  - h. In case, MDL is unable to avail ITC, supplier/contractor at their own cost shall rectify the shortcoming in the returns to be filed immediately thereafter. Further, if the ITC is delayed / denied to MDL / reversed subsequently as per GST Laws due to non / delayed receipt of goods and / or services and / or tax invoice or expiry of timelines prescribed in GST Laws for availing ITC, non-payment of taxes or non-filing of returns or any other reason not attributable to MDL, Supplier /Contractor shall pay any loss of amount along with interest and penalty on MDL under GST Laws for the number of days the ITC was delayed. If the short coming is not rectified by supplier/contractor and MDL ends up in reversal of credits and / or payments, supplier /contractor is fully liable for making good all the loss incurred by MDL. MDL reserves right to recover any interest, penalty or loss from any amount due to Supplier /Contractor or otherwise.

- i. 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.
- j. 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).
- k. 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.
- l. The rate sheet 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.

## 12. TERMS OF PAYMENT: -

- a. No advance will be paid in any manner against the Contract.
- b. 100 % of payment will be made through RTGS/NEFT between 15 and 20 days for actual quantities of work executed and on submission of
  - i. Set of Original + 2 copies of ink signed monthly Tax Invoice to be submitted to Invoice Receiving Section
  - ii. Work completion certificate duly certified by executive of F-C&B department of MDL not below the rank of Chief Manager of F-C&B department of MDL.
  - iii. The bills shall be preferably submitted within four weeks of certification of Work Completion Certificate 'WCC' to MDL's Bill receipt section along with service entry sheets through SAP system (alongwith supporting documents) from F-C&B department.
- 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. **Alternate MSE vendor payment through TReDS:**

"In order to address the financial needs of MSE 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 MSE bidders desirous to receive payments through TReDS platform may avail the facility if they are already registered on "Invoicemart" TReDS platform or by registering on it.

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

Mr Hitesh Popli, GM (Business Development) - +91-9930061225, +91-22-62357385

Mr Amit K Dutta, CM (Business Development) - +91-8600179668, +91-22-62357361

MSE bidders upon successful delivery shall submit their invoices along with the mandated

enclosures at MDL, Central Receipt Section. MSE vendors, desirous to receive payments through "Invoicemart" TReDS platform, are to upload the invoice on "Invoicemart" TReDS platform and submit the TReDS details along with the invoice at MDL, Central Receipt Section. Upon receipt and acceptance of the supplied material and receipt of invoices with the mandated enclosures, MDL shall process the invoice for payment on "Invoicemart" TReDS platform. Any unfinanced invoices / invoices of MSE bidders seeking payment from MDL directly shall be processed as per the Standard payment terms agreed in PO / contract."

13. **MOBILIZATION:** Cost audit firm so appointed will start conducting the job immediately after approval by Board and ratified by Annual General Meeting. Necessary Police Verification Report and security clearances at MDL shall be obtained by the contractor before mobilization of manpower. Any delay in getting such clearances from MDL shall be attributable to the contractor.
14. **INSPECTION:** MDL's F-C&B (Finance costing and Budgeting) department shall carry out the inspection to ensure quality of work as per entire scope of work. Any objection raised by MDL's inspection team against quality of material or workmanship shall be satisfactorily corrected by the Vendor at his expenses including replacement as may be required within shortest possible time within 7 days.
15. **SITE VISIT FOR QUOTING:** Prior to submission of your quotation, if the bidder is seeking a clarification (if required), Bidder may contact Mr. S.K.Gupta, **AGM (F-C&B)** 022-23762108, Mob-9819149469, prior to quoting for the tender and submit duly filled Vendor declaration as per format at **Enclosure – 3** along with the offer.
16. **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.
17. **SECURITY DEPOSIT (SD):** Not Applicable.
18. **INTEGRITY PACT IN RESPECT OF PROCUREMENTS:** Not Applicable.
19. **GUARANTEE/WARRANTY:** Not Applicable.
20. **PERFORMA BANK GUARANTEE (PBG):** Not Applicable.
21. **LIQUIDATED DAMAGES:**

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 MDL for the agreed schedule, the contractor shall pay liquidated damages, a sum representing @ 0.5% per week or part thereof of the delayed work subject to maximum of 5%.
22. **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 **SBAR** 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 & L2 bidders will be evaluated offline by applying all applicable loading parameters as mentioned in the tender document.
23. **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% 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.

24. **HINDRANCE REGISTER:** All hindrances with date of occurrences and removal shall be noted in the Hindrance Register. The Hindrance Register shall be signed by the reps of both MDL as well as Contractor.
25. **RIGHTS OF CONTRACTORS:** 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.
26. **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.
27. **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.

28. **PUBLIC GRIEVANCE CELL:** - A Public Grievance Cell headed by Shri H. V. Karekar ED (EY), 4th floor, D-1 Building, East Yard, MDL has been set up in the Company. Members of public having complaints or grievances are advised to contact him on Wednesday between 10.00 hours and 12.30 hours in his office on 4th floor, D-1 Building, East Yard or send their complaints/grievances to him in writing for redressal. His Telephone No. is 23763506 & 23738368.
29. **Working in MDL (Including Saturday / Sunday / holidays):**

Contractor shall be required to follow appropriate Security Clearance Procedure as per MDL Standard Terms and laid down practice during the execution of the above work inside MDL premises. Contractor shall also have to ensure that personnel deployed in connection with entrusted work will not indulge in any activities other than the duties assigned to them. They are required to have all the required documents to get the security passes.

Request for permission for working on Saturday / Sunday / holidays if required, should be submitted 3 working days prior to the date of holiday, to Personnel department and Security through concerned Dept.

**30. Instructions to the Bidders:**

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.

**31. 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).

- (i) 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.
- (ii) National Informatics Centre (NIC) have been appointed by MDL as the Application Service Provider (ASP).
- (iii) In order to familiarize prospective bidders to e-tendering / e-procurements other aspects, etc., regular orientation training programs {of two(2) hours duration} are being organized at MDL. The interested bidders are requested to get themselves acquainted with all the requisite aspects & be prepared by attending the training by conducting the ASP/MDL official(s). The firms may nominate only one representative from their organization to attend such training and those bidder should sent request email to [sushende@mazdock.com](mailto:sushende@mazdock.com). Training shall be conducted every Friday between 2 & 4 PM in MDL.
- (iv) Besides the training been organized, online User Manual is available on the website for the guidance of users & for participating in the e-Procurement/ e-Tendering, the bidder must ensure having the requisite (IT) infrastructure at their office premises.
- (v) In case of any difficulties during online submission of offer, bidders are requested to contact the undersigned, before the closing date of the tender to Mr. Akshay Vichare, 022-2376 3251, Mb No: 9022422364. Bidders can also contact toll-free customer help line no 0120-4200462, 0120-4001002 of e-procurement portal <http://eprocuremdl.nic.in>
- (vi) For any further details of e tendering & digital signatures, please contact 0120-4200462, 0120-4001002, 8826246593, [eproc-support@gov.in](mailto:eproc-support@gov.in) OR Mr M S Kumbhare DGM (C-MP) Phone - 2376 3250 or mobile: 9769327576,[mskumbhare@mazdock.com](mailto:mskumbhare@mazdock.com).

- (vii) 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.
- (viii) Bidders can participate in online bidding
- a. By registering with <https://eprocaremdl.nic.in> for User ID and password.
  - b. By obtaining class IIB or above DSC (Digital Signature Certificate) with encryption & signing authority (for secured bidding).
- (ix) Bids received against online participation shall only be accepted. Bids submitted in any other mode will not be considered.
- (x) MDL bidder's earlier quoted for MDL tender on website <https://mdl.eprocure.in> have to register again (free of cost) on website <https://eprocaremdl.nic.in>
32. You shall follow all labor laws and minimum wages as per Factory Act and THE OFFICIAL SECRETS ACT, 1923.
33. 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.
34. 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. Sameer Agrawal. (OTS), Tel. no. 2376 3084.
35. 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.
36. 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.
37. 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. Any bid from any firm which is issued tender holiday or blacklisted by any PSU/MDL/GOI shall not be considered for this tender.
38. MDL shall not be bound by any written/printed terms and conditions of vendors as forwarded in their Bid.
- We look forward to receive your most competitive and reasonable offer against this tender.

Yours faithfully,  
For Mazagon Dock Shipbuilders Limited,

Sameer Agrawal  
Manager (Outsourcing)

Enclosure -1	Scope of Work
Enclosure -2	Illustrative Rate sheet (To be filled in sheet provided on NIC website)
Enclosure -3	RTGS/NEFT Form
Enclosure -4	Vendor Declaration
Enclosure -5	STACS
Enclosure -6	GTC
Enclosure -7	TEF Acceptance Format (To be filled in sheet provided on NIC website)
Enclosure -8	STACS Acceptance Format (To be filled in sheet provided on NIC website)
Enclosure -9	GTC Acceptance Format (To be filled in sheet provided on NIC website)
Enclosure-10	MDL's Security Clearances Procedures
Enclosure-11	Official Secrets ACT

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

- 1) OTS -F-07 Order acceptances Format.

**SCOPE OF WORK**

**MAZAGON DOCK SHIPBUILDERS LIMITED  
(A Govt. of India Undertaking)**

**SELECTION AND APPOINTMENT OF COST AUDITOR  
FOR THE YEAR 2019-20**

**FINANCE DIVISION  
MAZAGON DOCK SHIPBUILDERS LIMITED  
DOCKYARD ROAD  
MAZGAON  
MUMBAI – 400 010.**

## SELECTION AND APPOINTMENT OF COST AUDITOR

### 1. Introduction:

Mazagon Dock Shipbuilders Limited (MDL) is the India's premier shipyard constructing warships, submarines and ships/ submarine repairs.

Main activities are ship building, ship repairs and fabrication of offshore structures with facilities situated at Mumbai and Nhava. We have the capability to build warships, submarines, merchant ships upto 30,000 DWT and fabrication of well head platforms, process and production platforms and jack up rigs. For outfitting work, the company has a large number of workshops with sophisticated equipment and machines specific to hull fabrication and ship construction work.

Repair work is also under taken using the available facilities.

### 2. Maintenance of Cost Records and Cost Audit in MDL:

MDL is covered under Companies Act (Cost Record and Audit) Rules, 2014 & Amendment Rules, 2014 issued by Central Govt. and section 148 of the Companies Act, 2013.

### 3. Number of Cost Auditor Proposed to be appointed:

MDL intends to empanel one firm of Cost Accountant as Cost Auditors for the FY 2019-20.

### 4. Scope of Work:

MDL is looking for engagement of eligible Cost Audit Firm for carrying out the following job:-

- Cost Audit in accordance to the provisions of the Companies (Cost Audit Report) Amendment Rules, 2014 in respect of Company. Cost Audit shall be in adherence to the relevant orders/clarifications/ notifications, issues from time to time by Cost Audit Branch, Ministry of Corporate Affairs, Govt. of India and Cost Accounting Standards issued by Institute of Cost Accountants of India.
- Submission of Cost Audit Report along with Annexure to the Company/ MCA, Govt of India, within the scheduled date and in the manner as specified / prescribed by MCA.
- Presentation of the findings of Cost Audit and Suggestion for improvement if any to Audit Committee / Board on as required basis.
- Cost audit firm should maintain adequacy of the particulars to the items of cost maintained by the company.
- Cost Auditor so appointed shall convert the Audit Report along with the annexures in XBRL mode for e-filing.
- All formats as required by statute are to be certified.
- Compliance with any other instructions/ notifications / circulars issued in respect of Cost Audit under applicable Companies Act / Other Laws as applicable.

**5 Other Terms & Conditions:** The appointment of auditors is subject to the following declarations –

- i. The Audit Firm must not sub-contract the work.
- ii. The audit team will work in strict confidence and will ensure that the information in respect of the operation of the Area/Unit is dealt in strict confidence and secrecy. A non-disclosure agreement in the prescribed format towards maintaining confidentiality to be provided by the Cost Auditor before commencement of Audit.
- iii. None of Partners of the Audit Firm is related to Managing Director / Whole-Time Director or Part-Time Director of Company within the meaning of Section 2(77) of the Companies Act,2013.
- iv. Neither the Audit Firm nor its Partners or Associates have any interest in the business of the company.
- v. The Cost Auditor will be required to issue Certificate of Independence.
- vi. The Audit Firm shall have primary responsibility to ensure that the limits specified under section 141(3)(g) of the Companies Act, 2013 are not violated.
- vii. The Audit Firm shall be free from any disqualification under sub section (3) or subsection (4) of Section 141 of the Companies Act, 2013. In addition to this, Audit Firm must not be holding any assignment as Statutory Auditor or Internal Auditor of MDL.
- viii. The Partners holding Certificate of Practice issued by the institute of Cost Accountants of India should be in full time practice.
- ix. The Audit Firm will be debarred from getting, in future, the Cost Audit in MDL in the following cases :
  - a) If the audit firm obtains the appointment on the basis of false information / false statement.
  - b) If the audit firm does not take up audit in terms of appointment letter.
  - c) If the audit firm does not submit the Audit Report, complete in all respect in terms of appointment.
  - d) If the audit firm violates any of the stipulations under clause (i) to (viii) above.
- x. The Cost auditor shall undertake that data given to the Auditor by MDL and any information generated from the data provided shall not be used by the Cost Auditor for any other purpose.

**ILLUSTRATIVE RATE SHEET**

**THIS IS AN ILLUSTRATIVE RATE SHEET ONLY. BIDDER HAS TO QUOTE ONLINE AS PER THE PRICE BID FORMAT AVAILABLE ON e-PORTAL.**

Sr No.	Particulars	Qty	Unit	Rate	Applicable Taxes	HSN Code	Total
1	Appointment of Cost Auditor for FY 2019-20	01	AU				

**Note:- Technically qualified overall lowest offer (L1 bidder) considering 100% total rate of services (exclusive of GST) as per Para 2 of Part A to this tender.**



**MAZAGON DOCK SHIPBUILDERS LIMITED  
DOCKYARD ROAD,  
MUMBAI – 400 010**

**RTGS / NEFT – Mandate Authorization Form**

1.	VENDOR NAME	
2.	PAN No.	
3.	VENDOR ADDRESS	
4.	VENDOR'S TELEPHONE	
5.	E-MAIL ADDRESS	
6.	BANK NAME	
7.	BANK ADDRESS	
8.	ACCOUNT NO.	
9.	ACCOUNT TYPE	
10.	NEFT CODE	
11.	RTGS CODE	
12.	MICR NO	
13.	Excise No.	
14.	GST No.	
15.	SAC/HSN 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**

**VENDOR DECLARATION**

**Sub:** Appointment of Cost Auditor for FY 2019-20.

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.

We also confirm that if the PO is placed on us, then "The team deputed for executing the PO will be lead by a Senior Partner of the Firm. Audit team will consist of adequate numbers of Qualified and Semi Qualified Assistants (Cost / Chartered Accountants) commensurate with the size of the organization / area of work."

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

**SIGNATURE**.....

**NAME**.....

**DESIGNATION**

**STAMP**

**DATE:**

**STANDARD TERMS AND CONDITIONS (STACS)**

**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 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 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.

**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 money 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, licenses, 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, licenses, 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.

**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 penalty 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 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, imp leader 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.

### **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'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. DISPUTE RESOLUTION MECHANISM AND 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,

Tender No 6000001119

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 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**



Tender No 6000001119

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.

.....

**GENERAL TERMS & CONDITIONS (GT&C) FOR ITEMS & SERVICES****A10. BLANK**

A11. With the acceptance of the successful bidder's offer by the purchaser, which is as per the Terms & Conditions of the tender, by means of Order/Contract, the tender is concluded. The Supplier / Subcontractor / Supplier shall, on receipt of the Order/Contract, communicate their unconditional acceptance to the purchaser in the prescribed format immediately within 10 days.

A12. If nothing to the contrary is heard by purchaser within 10 days from the date of placement of order, it will be understood that the order has been accepted by the Bidder/Supplier/Contractor.

A13. Any delay in acknowledging the receipt & acceptance of the Purchase Order/Contract from the specified time limit or any qualification or modification of the purchase order/Contract in its acknowledgment acceptance by the Supplier / Sub-contractor /Supplier shall be termed as breach And would be liable for forfeiture of EMD, Bid Bond, Security deposits etc.

**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.

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

A111. As per tender clause in regard to TAXES and Duties

**A130. # INSPECTION, TESTING.**

A131. The ordered items will be inspected either by Classification Society / Nominated Agency and or by Inspection Officer 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.

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

A171. The Purchaser reserves the right to accept and or reject any or all tenders and or to withdraw the tender in to to 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.

**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.

**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.	10	ACC./ DEV.	19	ACC./ DEV.
2		11		20	
3		12		21	
4		13		22	
5		14		23	
6		15		24	
7		16		25	
8		17			
9		18			

COMPANY'S NAME & ADDRESS:

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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).

**STACS ACCEPTANCE FORMAT**  
(ILLUSTRATIVE FORMAT)

To,  
MAZAGON DOCK SHIPBUILDERS LIMITED  
OUTSOURCING DEPARTMENT.

STACS No.	CLAUSE	BIDDER'S REMARK	STACS CLAUSE No.	BIDDER'S REMARK	STACS CLAUSE No.	BIDDER'S REMARK
101		ACC./ DEV.	260	ACC./ DEV.	360	ACC./ DEV.
102			270		370	
103			280		380	
120			290		390	
200			300		400	
210			310		410	
220			320		420	
230			330		430	
240			340		440	
250			350		450	

COMPANY'S NAME & ADDRESS :

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SIGNATURE:

DATE:

NAME:

DESIGNATION:

BIDDER'S COMPANY SEAL:

**NOTES:**

- Bidder(s) should carefully read the Standard Terms & Conditions (STACS) included in the tender 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.
- STACS clause numbers shown in the above format also includes the sub-clauses under these Clauses. For example 220 means – clause nos. 220, 221, 222.

**ACCEPTANCE FORM FOR GENERAL TERMS AND CONDITIONS**  
(ILLUSTRATIVE FORMAT).

To,  
MAZAGON DOCK SHIPBUILDERS LIMITED  
OUTSOURCING DEPARTMENT.

GT & C CLAUSE No.	BIDDER'S REMARK	GT & C CLAUSE No.	BIDDER'S REMARK	GT & C CLAUSE No.	BIDDER'S REMARK
A10	ACC./ DEV.	A100	ACC./ DEV.	A150	ACC./ DEV.
A50		A110		A160	
A60		A120		A170	
A70		A130		A190	
A80		A140			

COMPANY'S NAME & ADDRESS :

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

SIGNATURE :

DATE :

NAME :

DESIGNATION :

BIDDER'S COMPANY SEAL:

**NOTES :**

- Bidders should carefully read the General Terms & Conditions (GT&C) of the Tender Enquiry 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. A10 means – Clause nos. A11, A12, A13.

**MDL's Security Clearances Procedures****Procedure for Issue of Entry Passes to Casual Indian Visitors, Foreign Visitors and Subcontractors for entering the premises of MDL.****Important Note:**

Procedure / guidelines promulgated herewith are subject to changes as and when required on instructions of Government or when necessitated.

***MDL reserves the right of change.***

I. Procedure incorporated below deals with various aspects of Entry process in MDL.

1. Casual Indian Visitors.
2. Casual Foreign Visitors.
3. Regular Foreign Visitors.
4. Representatives of Various Govt. Organizations and Vendors / Regular suppliers.
5. Sub-contract Labourers.
6. Designated Gates for Entry / Exit with timings.
7. Late Working & Holiday working.
8. Material Movement.
9. Renewal of Passes.
10. Loss of Passes.
11. Charges/Penalty for Issue/Renewal of Entry Passes:
12. Return of Passes.
13. Use of Mobile Phones without Camera.

**1. Casual Indian Visitors:**

All casual Indian visitors such as suppliers, vendors, reps. of various agencies etc. visiting MDL are issued with computerised Visitors Photo Pass from MDL Security Reception Centre on receipt of prior intimation through MDL Intranet from concerned Departmental officers, on a day-to-day basis.

**2. Casual Foreign Visitors:**

All casual foreign visitors are issued with computerised Visitors Photo Pass from MDL Security Reception Centre on receipt of prior intimation through MDL Intranet from the concerned HODs on verification of documents such as passport, valid visa etc.

The foreigners are also required to fill-up the details as per the prescribed format before commencement of the visit.

**Note:-**

- i) The authority for issuing Entry Passes to all type of Visitors including Sub-contract labour rests with CSO, MDL.
- ii) It is mandatory for all Visitors display the Visitors Identification Badge while in MDL premises.
- iii) It is also mandatory for all Visitors to return the Visitors Identification Badge along with the Visitors Pass to Reception Centre after obtaining the signature and stamp on the Visitors Pass of the officer visited, before leaving the Yard.

**3. Regular Foreign Visitors:**

All foreign visitors visiting MDL and require to work on various projects for a short / long duration are required to adhere to the following procedure for issue of Photo Entry Pass.

**a)** Letter of recommendation from concerned Project Superintendent / HOD along with prescribed format enclosed at Annexure - 2 and copy of clearance from MOD / NHQ, is required to be submitted to CSO, MDL.

**b)** Foreigners are to submit passport & visa for verification along with 2 xerox copies of the same and 2 passport size photograph with white background.

**c)** On completion of above formalities, Photo Pass will be issued to the foreigners by OIC, Pass Issue Cell on the basis of visa validity or as per the recommendations by the Project Superintendent / HOD.

**4. Reps. of Various Govt. Organization and Vendors / Regular Suppliers.**

The following procedure to be followed for issue of Photo Entry Passes to the employees of various Government & Semi-government organizations and Vendors / Regular Suppliers.

**a)** Application forms for issue of Photo Passes to be submitted to OIC, Pass Issue Cell with recommendation from HOD along with 2 passport size photographs with white back ground and h copy of LOI / Work Order.

**b)** Applicant is also required to submit an Undertaking on their Company's letter-head as per the Format enclosed at Annexure-3 to be endorsed by the concerned HOD.

**c)** After due verification of application forms and documents, the Photo Entry Passes will be issued for a period of 3 months by OIC, Pass Issue Cell.

Note: -

**i)** As regards Vendors / Regular Suppliers, it is mandatory to submit Police Verification Reports from concerned police authorities along with their application.

**ii)** However, in case of Consultants, Govt. Auditors, Surveyors, OEM (Original Equipment Manufacturers), PSU Employees, State & Central Govt. employees, Faculties of Educational Institutions, they will be considered for issue of Entry Passes on production of valid Identity Card issued by their employers.

#### **5. Sub-Contract Labourers:**

**(a)** Pre-requisites:

The contractor has to fulfill statutory obligations towards Provident Fund (PF), ESIC (ESI), LabourLicence 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, sample attached at Annexure-4 and ESIC Declaration Form, sample attached at Annexure -5 and submit it to ESIC's local office and obtain their 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 Mazadock 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, sample attached at Annexure - 6. The timings of Labour Consultant's office and the concerned Officer of Corporate Personnel Dept. are as below:

Labour Consultant's office :

0930 hrs.to 1230 hrs.& 1330 hrs.to 1630 hrs.on all Working days, except the holidays.

Office of Corporate :

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

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

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



Address of the Labour Commissioner is given below:  
Labour Officer,  
Office of the Labour Commissioner,  
ShramRakshaBhavan, Sion,  
Mumbai - 400 022.

**(e) Police Verification:**

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

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

Thane City : Commissioner of Police, Court Naka,  
Old Police Lane, Thane (W).  
Tel. No.25349008.  
Thane Rural : Superintendent of Police, Thane Rural,  
Court Naka, Thane(W).  
Tel. No.25343223.

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

The contractor has to make an application on Contractor's letter-head to the concerned office for Police Verification Report (PVR), attaching personal particulars of each employee, in the prescribed form, to be obtained from respective zonal offices given above. A copy of sample format is enclosed at Annexure-7. The sub-contractor has to fulfill the requirement of documents mentioned on the personal particular form. It normally takes one month time to get the Police Verification done from the Police Department. However, an 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.

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

viii) On satisfying the above prescribed conditions by the contractor, the contractor has to fill up a Register maintained by Pass Issue Cell and collect blank passes, on written request, duly recommended by respective Commercial Dept. The contractor has to fill up the blank passes and get it signed by OIC, Pass Issue Cell.

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

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

x) Before appearing for interview, contractor has to give an undertaking in the prescribed Undertaking Format, 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 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.

xi) Contractors are advised to simultaneously take action on PVR, ESI & PF to save time. It is intended that the formalities with Labour Consultant's Office and Corporate Personnel Department will be completed in a day and formalities at Pass Issue Cell of Security Dept. will be completed in a day.

xii) A day's Visitor Pass will be issued for new Sub-contract 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.

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

**Note:-**

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

xiv) Issue of Entry Passes to the employees of contractor for a short period of 10 days or less: Any contractor(s) having MDL Contract work of '10 days or less' are required to 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 subcontractor's 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.

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

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

**North Yard:**

Wicket Gate No.NY/4 : Visitors, Vendors, Casual Visitors, Foreigners, Proprietors, OEM rep. / Consultant etc. Wicket Gate No.NY/13 : Sub-contract 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.

**7. Late Working & Holiday Working:**

The following procedure is to be adhered to for extended working hours, night working, Saturdays/ Sundays & Holidays.

i) Normal working timings for contractors workers is from 0700 to 1830 hours. Any contractor desire to deploy their workmen beyond their working hours, due to emergency, the requirement is to be endorsed for such working by HODs of User Department in the prescribed 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.

**8. Material Movement:**

The contractors who are required to bring in their vehicles for delivery / collection of stores, due to emergency of work beyond 1830 hours, are required to obtain the recommendation from HODs of the User Department and subsequently permission will be granted by Commandant, CISF / CSO, MDL for their respective Yards.

**9. Renewal of Passes:**

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

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

**10. Loss of Passes:**

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

i) As soon as contractor employee losses the Entry Pass, he is required to report the loss to the nearest Police Station under whose jurisdiction the Pass is reported to have been lost and obtain a copy of Police Certificate.

ii) The loss of Pass will then be reported to Chief Security Officer, MDL, along with a letter from the contractor duly recommended by OIC, User Department and original copy of police certificate.

iii) The Entry Pass will be issued to the contractor employee after due verification of the Labour Challan for the particular month.

**11. Charges / Penalty for Issue / Renewal of Entry Pass:**

All contractor employees are charged Rs.10/- per Entry Card and on renewal no charges are levied and subsequent reissue of Entry Pass due to loss will be charged Rs.25/- In case of any suspicion exists regarding loss of Pass by the contractor employee, the matter will be investigated by the Chief Security Officer, MDL, to rule out the possibility of any foul play.

**12. Return of Passes:**

The following procedure is to be adhered to by the contractors for return of Entry Passes of their employees:

i) On completion of contract work / period of registration or termination of services of any person employed by the contractor and on expiry of date of any Pass (which is not required for any further renewal), the contractors are required to return all the Passes to the OIC, Pass Issue Cell for cancellation. Failure in this regard will invite action in terms of Indian Official Secrets Act, 1923. The sponsoring authorities are to pursue the concerned contractors to surrender their Passes when these are not needed anymore. The Chief Security Officer, MDL, may take up the matter with Civil Police for retrieval of passes from the defaulting individuals / contractors as and when required.

ii) It is mandatory for the contractors to obtain NOC from Chief Security Officer, MDL, for having returned all the Entry Passes issued to them for final settlement of the contract.

iii) Security Deposit of the contractor will not be released unless & until the NOC is produced.

Note: - Transfer / Misuse of MDL Photo Entry Pass is strictly prohibited & shall attract action as per the provisions of Indian Official Secrets Act 1923.

### **13. Use of Mobile Phone without Camera.**

i) Supervisors, Site In Charge, Engineers of contractors and representatives of various organizations may be permitted to use Mobile Phone without Camera within the MDL premises after obtaining a Mobile Phone permit from OIC, Pass Issue Cell.

ii) Application form for mobile phone permit is to be obtained from Chief Security Officer, MDL, through an application recommended by concerned Commercial Department. These Permit application forms are to be endorsed by concerned HODs (in case of subcontractors, the relevant Commercial Department) and submitted to OIC, Pass Issue Cell, for obtaining Mobile Permit along with mobile phone for inspection.

iii) 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. DGM / CSO

Note: Annexure may be collected from OTS/Security/Personnel Dept. of MDL.

**EXTRACT OF PROVISIONS OF THE OFFICIAL SECRETS ACT, 1923**  
**(ILLUSTRATIVE FORMAT)**

**SECTION 2(B) : "PROHIBITED PLACE"**

It is defined as the place of any work of Defence Dockyard and other so belonging or occupied and used for the purpose of building, repairing, making or storing any ammunitions of war. For the purpose of the above definition, sketch includes any photograph or other mode of representing any place or thing.

**SECTION 3 : "PENALTIES FOR SPYING"**

If any per unlawfully -

- a) approaches, inspects, passes over or is in the vicinity of any clear place; or
- b) make any sketches intended to be directly or indirectly useful to an enemy ; or
- c) obtains, collects, records or communicates to any other person any secret official code. Shall be liable for imprisonment of 14 years in case of Defence Installation.

**SECTION 4 : "COMMUNICATION WITH FOREIGN AGENTS"**

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

**SECTION 5 : "WRONGFUL COMMUNICATION OF INFORMATION"**

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

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

Shall be guilty of an offence under this Act.

**SECTION 6 : "UNAUTHORISED USE OF UNIFORMS"**

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

**SECTION 7 : "INTERFERING WITH OFFICERS OF POLICE"**

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

**SECTION 8 : "DUTY OF GIVING INFORMATION"**

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

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

**SECTION 9 : "INCITEMENT"**

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

**SECTION 10 : "PENALTY FOR HARBOURING SPIES"**

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

**SECTION 11 : "SEARCH WARRANTS"**

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