



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: L35100MH1934GOI002079
Dockyard Road, Mumbai 400 010
Website- www.mazagondock.in
Certified - ISO 9001: 2008 for Shipbuilding Division
GST ID : 27AAACM8029J1ZA

निविदा सं./Tender No 1200003154
क्रय अधिकारी/Purchase Exec. SUMIT SINGH BISHT
सेवा में/To

विभाग/Department EY COMMERCIAL
क्रय अधिकारी/Purchase Exec. SUMIT SINGH BISHT
दूरभाष सं./Telephone No 23763570
फैक्स सं./Fax No 23741386
ई-मेल/E-Mail sbisht@mazdock.com

दूरभाष सं./Telephone
फैक्स सं./Fax
ई-मेल/E-Mail

निविदा सं./Tender No 1200003154
निविदा तिथि/ Tender Date 02.02.2024
निविदा बंद की तिथि/Tender Closing Date 06.02.2024
निविदा बंद होने का समय/Tender Closing Time 12:00:00
आरएफक्यू सं./RFQ No 2200000425

निविदा शुल्क/Tender Fee रू/Rs 0.00
बयाना राशि/EMD Amount रू/Rs 1,000,000.00
पूर्व बिड बैठक तिथि और समय/Pre Bid Meeting Date & Time ,00:00:00
निविदा खोलने की तिथि और समय/Tender Opening Date & Time 06.02.2024,15:00:00
प्रस्ताव वैधता तिथि है/Offer should be valid up to
सुरक्षा जमा/Security Deposit 5.00 %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:- MRLC- 2 HULL FABRICATION AND MACHINING JOBS- INS SHANKUSH ON OPEN TENDER

माझगाँव 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
00010	SONAR DOME Service Description :FABRICATION AND INSTALLATION OF SONAR DOME The Line item 00010 covers the following services	1 Activity unit	30.01.2025
000000001	सेवा सं./Service Number :-	1 SET	

क्र सं. SL.No.	सामग्री / सेवा विवरण Material / Service Details	मात्रा / इकाई Quantity / unit	आपूर्ति तिथि Delivery Date
0	संक्षिप्त वर्णन/Short Description :- Fabrication of Sonar Dome with CIA found सेवा विवरण/Service Details :- Fabrication of Sonar Dome with CIA foundation as per 72135/1289-50-07-00 & 72135/1283-42-08-00		
000000002	सेवा सं./Service Number :-	1 SET	
0	संक्षिप्त वर्णन/Short Description :- Installation of sonar dome as per drawin सेवा विवरण/Service Details :- Installation of sonar dome as per drawing 72135/1289-50-07-00		
00020	UPPER & LOWER RUDDERS Service Description :FABRICATION AND MACHINING OF UPPER & LOWER RUDDERS The Line item 00020 covers the following services	1 Activity unit	30.01.2025
000000001	सेवा सं./Service Number :-	1 SET	
0	संक्षिप्त वर्णन/Short Description :- Fabrication and machining of upper rudd सेवा विवरण/Service Details :- Fabrication and machining of upper rudder as per drawing no. 4123-01-00-00		
000000002	सेवा सं./Service Number :-	1 SET	
0	संक्षिप्त वर्णन/Short Description :- Fabrication and Machining of lower ruddle सेवा विवरण/Service Details :- Fabrication and Machining of lower rudder as per drawing no. 4123-02-00-00		
00030	AFT HYDROPLANE PORT AND STBD Service Description :FOR FABRICATION AND MACHINING OF AFT HYDROPLANE PORT AND STBD The Line item 00030 covers the following services	1 Activity unit	30.01.2025
000000001	सेवा सं./Service Number :-	1 SET	
0	संक्षिप्त वर्णन/Short Description :- AFT Hydroplanes PORT सेवा विवरण/Service Details :- Fabrication and Machining of AFT Hydroplanes PORT as per drawing no. 4121-01-00-00		
000000002	सेवा सं./Service Number :-	1 SET	
0			

क्र सं. SL.No.	सामग्री / सेवा विवरण Material / Service Details	मात्रा / इकाई Quantity / unit	आपूर्ति तिथि Delivery Date
	संक्षिप्त वर्णन/Short Description :- AFT Hydroplanes STBD सेवा विवरण/Service Details :- Fabrication and Machining of AFT Hydroplanes STBD As per drawing no. 4121-01-00-00		
00040	STERN TUBE	1 Activity unit	30.01.2025
	The Line item 00040 covers the following services		
000000001 0	सेवा सं./Service Number :- संक्षिप्त वर्णन/Short Description :- Degutting and removal of Stern Tube सेवा विवरण/Service Details :- Degutting and removal of Stern Tube as per drawings no 1281-10-03-00	1 SET	
000000002 0	सेवा सं./Service Number :- संक्षिप्त वर्णन/Short Description :- Manufacture and pressure testing सेवा विवरण/Service Details :- Manufacture and pressure testing (shop floor) of Stern Tube as per drawings no 1281-10-03-00	1 SET	
000000003 0	सेवा सं./Service Number :- संक्षिप्त वर्णन/Short Description :- Installation of Stern Tube सेवा विवरण/Service Details :- Installation of Stern Tube as per drawing no 1281-10-03-00	1 SET	
000000004 0	सेवा सं./Service Number :- संक्षिप्त वर्णन/Short Description :- Pressure testing of stern tube सेवा विवरण/Service Details :- Pressure testing of stern tube on board after installation as per drawing no 1281-10-03-00	1 SET	
00050	REPAIR, RENEWAL OF FORE AND AFT BODY Service Description :REPAIR, RENEWAL OF FORE AND AFT BODY NON PRESSURE HULL STRUCTURES.PRESSURE TESTING AND FINAL BOXING UP OF ALL EXTERNAL TANKS AND MBT'S The Line item 00050 covers the following services	1 Activity unit	30.01.2025
000000001 0	सेवा सं./Service Number :-	1 SET	

क्र सं. SL.No.	सामग्री / सेवा विवरण Material / Service Details	मात्रा / इकाई Quantity / unit	आपूर्ति तिथि Delivery Date
	<p>संक्षिप्त वर्णन/Short Description :- Repair by weld build-up and grinding, th</p> <p>सेवा विवरण/Service Details :- Repair by weld build-up and grinding, thickness gauging and NDT of Fore body non-pressure hull structures including all external tanks, MBT no1,2&3, RBFT, chain locker and fallout area as per drawings in Annexure 12 and as per survey report. Complete stud renewal.</p>		
000000002 0	सेवा सं./Service Number :-	1 SET	
	<p>संक्षिप्त वर्णन/Short Description :- Repair by weld build-up and grinding, th</p> <p>सेवा विवरण/Service Details :- Repair by weld build-up and grinding, thickness gauging and NDT of Aft body structures including all external tanks, MBT no 4,5, stabilizers of hydroplanes and fixed parts of rudders as per drawings in Annexure 13 and as per survey report. Complete stud renewal</p>		
000000003 0	सेवा सं./Service Number :-	1 SET	
	<p>संक्षिप्त वर्णन/Short Description :- Renewal of all manhole covers in fore b</p> <p>सेवा विवरण/Service Details :- Renewal of all manhole covers in fore body aft body structures including all external tanks and MBT' no 1,2&3,4,5 and RBFT as per drawings in annexure 14</p>		
000000004 0	सेवा सं./Service Number :-	1 SET	
	<p>संक्षिप्त वर्णन/Short Description :- Renewal and fit-up of flood gratings for</p> <p>सेवा विवरण/Service Details :- Renewal and fit-up of flood gratings for MBT 1,2&3,4,5 as per drawings in annexure 19</p>		
000000005 0	सेवा सं./Service Number :-	20,000 Kilogram	
	<p>संक्षिप्त वर्णन/Short Description :- Renewal of on-board structures</p> <p>सेवा विवरण/Service Details :- Renewal of on-board structures (Includes marking and inspection, cutting and removal, new plate cutting, edge preparation, fit-up of new plate, fit-up inspection, welding, NDT, final inspection) (Rate/Kg) as per annexure 12,13,18 Consider maximum upto 20ton plate renewal.</p>		
000000006 0	सेवा सं./Service Number :-	25 Number	
	<p>संक्षिप्त वर्णन/Short Description :- Renewal of hull penetrations in fore bod</p> <p>सेवा विवरण/Service Details :- Renewal of hull penetrations in fore body and aft body as per drawing in annexure 15 and as per survey report. Consider maximum upto 25 Nos penetrations. (RATE/PIECE).</p>		

क्र सं. SL.No.	सामग्री / सेवा विवरण Material / Service Details	मात्रा / इकाई Quantity / unit	आपूर्ति तिथि Delivery Date
000000007 0	सेवा सं./Service Number :- संक्षिप्त वर्णन/Short Description :- Repair of hull penetrations सेवा विवरण/Service Details :- Repair of hull penetrations in fore body and aft body as per drawing in annexure 15 and as per survey report. Consider maximum upto 10 Nos penetrations.	10 Number	
000000008 0	सेवा सं./Service Number :- संक्षिप्त वर्णन/Short Description :- Removal and fixing of synthetic foam blo सेवा विवरण/Service Details :- Removal and fixing of synthetic foam blocks inside aft hydroplane stabilizer (PORT and STBD) as per drawing 1281-10-04-00. (RATE per M3) Consider maximum upto 10 cubic meter renewal. (Synthetic foam blocks will be supplied by MDL)	10 Cubic meter	
000000009 0	सेवा सं./Service Number :- संक्षिप्त वर्णन/Short Description :- Survey ,repair by weld build-up and ref सेवा विवरण/Service Details :- Repair by weld build-up and refit of structures as per drawings in Annexure 18.	1 SET	
000000010 0	सेवा सं./Service Number :- संक्षिप्त वर्णन/Short Description :- Fit-up and inspection of anodes सेवा विवरण/Service Details :- Fit-up and inspection of anodes as per annexure 20. Procurement anodes are in MDL scope. All anodes will be supplied by MDL.	1 SET	
000000011 0	सेवा सं./Service Number :- संक्षिप्त वर्णन/Short Description :- Fabrication and installation of pipe cla सेवा विवरण/Service Details :- Fabrication and installation of pipe clamps and supports as per drawings in Annexure 21	1 SET	
000000012 0	सेवा सं./Service Number :- संक्षिप्त वर्णन/Short Description :- Pressure testing before painting of Rese सेवा विवरण/Service Details :- Pressure testing before painting of Reserve bow Fuel Oil Tank	1 SET	
000000013 0	सेवा सं./Service Number :-	1 SET	

क्र सं. SL.No.	सामग्री / सेवा विवरण Material / Service Details	मात्रा / इकाई Quantity / unit	आपूर्ति तिथि Delivery Date
	संक्षिप्त वर्णन/Short Description :- Pressure testing before painting of No.0 सेवा विवरण/Service Details :- Pressure testing before painting of No.01 Main Ballast Tank		
000000014 0	सेवा सं./Service Number :- संक्षिप्त वर्णन/Short Description :- Pressure testing before painting of No.0 सेवा विवरण/Service Details :- Pressure testing before painting of No.02 &3 Main Ballast Tank	1 SET	
000000015 0	सेवा सं./Service Number :- संक्षिप्त वर्णन/Short Description :- Pressure testing before painting of No.0 सेवा विवरण/Service Details :- Pressure testing before painting of No.04 Main Ballast Tank	1 SET	
000000016 0	सेवा सं./Service Number :- संक्षिप्त वर्णन/Short Description :- Pressure testing before painting of No.5 सेवा विवरण/Service Details :- Pressure testing before painting of No.5 Main Ballast Tank	1 SET	
000000017 0	सेवा सं./Service Number :- संक्षिप्त वर्णन/Short Description :- Pressure testing and final boxing up aft सेवा विवरण/Service Details :- Pressure testing and final boxing up after outfitting of Reserve Bow Fuel Oil Tank	1 SET	
000000018 0	सेवा सं./Service Number :- संक्षिप्त वर्णन/Short Description :- Pressure testing and final boxing up सेवा विवरण/Service Details :- Pressure testing and final boxing up after outfitting of No.01 Main Ballast Tank	1 SET	
000000019 0	सेवा सं./Service Number :- संक्षिप्त वर्णन/Short Description :- Pressure testing and final boxing up सेवा विवरण/Service Details :- Pressure testing and final boxing up after outfitting of No.02 &3 Main Ballast Tank	1 SET	
000000020 0	सेवा सं./Service Number :- संक्षिप्त वर्णन/Short Description :- Pressure testing and	1 SET	

निविदा सं./ Tender No:- 1200003154		निविदा तिथि/ Tender Date:- 02.02.2024		आरएफक्यू सं./RFQ No:- 2200000425	
क्र सं. SL.No.	सामग्री / सेवा विवरण Material / Service Details	मात्रा / इकाई Quantity / unit	आपूर्ति तिथि Delivery Date		
	final boxing up सेवा विवरण/Service Details :- Pressure testing and final boxing up after outfitting of No.04 Main Ballast Tank				
000000021 0	सेवा सं./Service Number :- संक्षिप्त वर्णन/Short Description :- Pressure testing and final boxing up सेवा विवरण/Service Details :- Pressure testing and final boxing up after outfitting of No.05 Main Ballast Tank	1 SET			
00060	RENEWAL OF INTERNAL TANK PLATES AND STRU The Line item 00060 covers the following services	1 Activity unit	30.01.2025		
000000001 0	सेवा सं./Service Number :- संक्षिप्त वर्णन/Short Description :- Survey of manhole and hand सेवा विवरण/Service Details :- Repair by weld build up & grinding of manhole and hand hole covers of all internal tanks as per Survey report. Complete stud renewal(annexure 22 & 23).	1 SET			
000000002 0	सेवा सं./Service Number :- संक्षिप्त वर्णन/Short Description :- Renewal of on-board structures सेवा विवरण/Service Details :- Renewal of on-board structures (Includes marking and inspection, cutting and removal, new plate cutting, edge preparation, fit-up of new plate, fit-up inspection, welding, NDT, final inspection) (per Kg).	3,000 Kilogram			
000000003 0	सेवा सं./Service Number :- संक्षिप्त वर्णन/Short Description :- Survey , repair and refit of structural सेवा विवरण/Service Details :- Repair and refit of structural fittings as per annexure 24.	1 SET			
000000004 0	सेवा सं./Service Number :- संक्षिप्त वर्णन/Short Description :- Repair by weld build up of penetrations सेवा विवरण/Service Details :- Repair by weld build up of penetrations onboard of internal tanks as per Annexure 26.	100 Number			
000000005 0	सेवा सं./Service Number :- संक्षिप्त वर्णन/Short Description :- Renewal of penetrations onboard of inter	60 Number			

क्र सं. SL.No.	सामग्री / सेवा विवरण Material / Service Details	मात्रा / इकाई Quantity / unit	आपूर्ति तिथि Delivery Date
	सेवा विवरण/Service Details :- Renewal of penetrations onboard of internal tanks as per Annexure 26.		
000000006 0	सेवा सं./Service Number :- संक्षिप्त वर्णन/Short Description :- Repair by weld builds and grinding of सेवा विवरण/Service Details :- Repair by weld builds and grinding of WC bulkhead as per Annexure 28	1 SET	
000000007 0	सेवा सं./Service Number :- संक्षिप्त वर्णन/Short Description :- Repair by weld builds and grinding सेवा विवरण/Service Details :- Repair by weld builds and grinding of cold store bulkhead as per Annexure 28	1 SET	
000000008 0	सेवा सं./Service Number :- संक्षिप्त वर्णन/Short Description :- Repair by weld builds and grinding of सेवा विवरण/Service Details :- Repair by weld builds and grinding of galley bulkhead as per Annexure 28	1 SET	
000000009 0	सेवा सं./Service Number :- संक्षिप्त वर्णन/Short Description :- Survey, repair by weld build up , modif सेवा विवरण/Service Details :- Survey, repair by weld build up , modify and refit old foundation of converter 1 & 2 as per drawings in Annexure 29	1 SET	
000000010 0	सेवा सं./Service Number :- संक्षिप्त वर्णन/Short Description :- Renewal and refitting of shock mounts of सेवा विवरण/Service Details :- Renewal and refitting of shock mounts of distillate tank by lifting the tank by suitable means. Install the tank after renewal of shock mounts. Shock mounts will be provided by MDL. Annexure 32	1 SET	
000000011 0	सेवा सं./Service Number :- संक्षिप्त वर्णन/Short Description :- Pressure testing before painting of Cont सेवा विवरण/Service Details :- Pressure testing before painting of Contaminated lubrication oil tank	1 SET	

क्र सं. SL.No.	सामग्री / सेवा विवरण Material / Service Details	मात्रा / इकाई Quantity / unit	आपूर्ति तिथि Delivery Date
000000012 0	सेवा सं./Service Number :- संक्षिप्त वर्णन/Short Description :- Pressure testing before painting of Fuel सेवा विवरण/Service Details :- Pressure testing before painting of Fuel oil collecting tank	1 SET	
000000013 0	सेवा सं./Service Number :- संक्षिप्त वर्णन/Short Description :- Pressure testing before painting of Lubr सेवा विवरण/Service Details :- Pressure testing before painting of Lubricating oil tank	1 SET	
000000014 0	सेवा सं./Service Number :- संक्षिप्त वर्णन/Short Description :- Pressure testing before painting of No.0 सेवा विवरण/Service Details :- Pressure testing before painting of No.01 Compensating Fuel Tank	1 SET	
000000015 0	सेवा सं./Service Number :- संक्षिप्त वर्णन/Short Description :- Pressure testing before painting of No.0 सेवा विवरण/Service Details :- Pressure testing before painting of No.02 Compensating Fuel Tank	1 SET	
000000016 0	सेवा सं./Service Number :- संक्षिप्त वर्णन/Short Description :- Pressure testing before painting of No.0 सेवा विवरण/Service Details :- Pressure testing before painting of No.01 Compensating Tank	1 SET	
000000017 0	सेवा सं./Service Number :- संक्षिप्त वर्णन/Short Description :- Pressure testing before painting of No.0 सेवा विवरण/Service Details :- Pressure testing before painting of No.02 Compensating Tank	1 SET	
000000018 0	सेवा सं./Service Number :- संक्षिप्त वर्णन/Short Description :- Pressure testing before painting of No.0 सेवा विवरण/Service Details :- Pressure testing before painting of No.01 trim tank	1 SET	
000000019 0	सेवा सं./Service Number :- संक्षिप्त वर्णन/Short Description :- Pressure testing before painting of No.0	1 SET	

क्र सं. SL.No.	सामग्री / सेवा विवरण Material / Service Details	मात्रा / इकाई Quantity / unit	आपूर्ति तिथि Delivery Date
सेवा विवरण/Service Details :- Pressure testing before painting of No.02 trim tank			
000000020 0	सेवा सं./Service Number :- संक्षिप्त वर्णन/Short Description :- Pressure testing before painting of No.0 सेवा विवरण/Service Details :- Pressure testing before painting of No.03 trim tank	1 SET	
000000021 0	सेवा सं./Service Number :- संक्षिप्त वर्णन/Short Description :- Pressure testing before painting of No.0 सेवा विवरण/Service Details :- Pressure testing before painting of No.04 trim tank	1 SET	
000000022 0	सेवा सं./Service Number :- संक्षिप्त वर्णन/Short Description :- Pressure testing before painting of No.0 सेवा विवरण/Service Details :- Pressure testing before painting of No.01 Fuel Oil Tank	1 SET	
000000023 0	सेवा सं./Service Number :- संक्षिप्त वर्णन/Short Description :- Pressure testing before painting of No.0 सेवा विवरण/Service Details :- Pressure testing before painting of No.02 Fuel Oil Tank	1 SET	
000000024 0	सेवा सं./Service Number :- संक्षिप्त वर्णन/Short Description :- Pressure testing before painting of No.0 सेवा विवरण/Service Details :- Pressure testing before painting of No.03 Fuel Oil Tank	1 SET	
000000025 0	सेवा सं./Service Number :- संक्षिप्त वर्णन/Short Description :- Pressure testing before painting of No.0 सेवा विवरण/Service Details :- Pressure testing before painting of No.04 Fuel Oil Tank	1 SET	
000000026 0	सेवा सं./Service Number :- संक्षिप्त वर्णन/Short Description :- Pressure testing before painting of No.0 सेवा विवरण/Service Details :- Pressure testing before painting of No.05 Fuel Oil Tank	1 SET	
000000027 0	सेवा सं./Service Number :- संक्षिप्त वर्णन/Short Description :- Pressure testing	1 SET	

क्र सं. SL.No.	सामग्री / सेवा विवरण Material / Service Details	मात्रा / इकाई Quantity / unit	आपूर्ति तिथि Delivery Date
	before painting of No.0 सेवा विवरण/Service Details :- Pressure testing before painting of No.06 Fuel Oil Tank		
000000028 0	सेवा सं./Service Number :- संक्षिप्त वर्णन/Short Description :- Pressure testing before painting of STBD सेवा विवरण/Service Details :- Pressure testing before painting of STBD press proof compensating Tank	1 SET	
000000029 0	सेवा सं./Service Number :- संक्षिप्त वर्णन/Short Description :- Pressure testing before painting of PORT सेवा विवरण/Service Details :- Pressure testing before painting of PORT press proof compensating Tank	1 SET	
000000030 0	सेवा सं./Service Number :- संक्षिप्त वर्णन/Short Description :- Pressure testing before painting of No.0 सेवा विवरण/Service Details :- Pressure testing before painting of No.01 Washing Water Tank	1 SET	
000000031 0	सेवा सं./Service Number :- संक्षिप्त वर्णन/Short Description :- Pressure testing before painting of No.0 सेवा विवरण/Service Details :- Pressure testing before painting of No.02 Washing Water Tank	1 SET	
000000032 0	सेवा सं./Service Number :- संक्षिप्त वर्णन/Short Description :- Pressure testing before painting of No.0 सेवा विवरण/Service Details :- Pressure testing before painting of No.01 Drinking water tank	1 SET	
000000033 0	सेवा सं./Service Number :- संक्षिप्त वर्णन/Short Description :- Pressure testing before painting of No.0 सेवा विवरण/Service Details :- Pressure testing before painting of No.02 Drinking water tank	1 SET	
000000034 0	सेवा सं./Service Number :- संक्षिप्त वर्णन/Short Description :- Pressure testing before painting of Pres सेवा विवरण/Service Details :- Pressure testing before painting of Press proof sanitary tank	1 SET	

क्र सं. SL.No.	सामग्री / सेवा विवरण Material / Service Details	मात्रा / इकाई Quantity / unit	आपूर्ति तिथि Delivery Date
000000035 0	सेवा सं./Service Number :- संक्षिप्त वर्णन/Short Description :- Pressure testing before painting of No.0 सेवा विवरण/Service Details :- Pressure testing before painting of No.01 Torpedo Tank	1 SET	
000000036 0	सेवा सं./Service Number :- संक्षिप्त वर्णन/Short Description :- Pressure testing before painting of No.0 सेवा विवरण/Service Details :- Pressure testing before painting of No.02 Torpedo Tank	1 SET	
000000037 0	सेवा सं./Service Number :- संक्षिप्त वर्णन/Short Description :- Pressure testing before painting of Dist सेवा विवरण/Service Details :- Pressure testing before painting of Distillate Tank	1 SET	
000000038 0	सेवा सं./Service Number :- संक्षिप्त वर्णन/Short Description :- Pressure testing before painting of Fuel सेवा विवरण/Service Details :- Pressure testing before painting of Fuel Oil Tank No.10	1 SET	
000000039 0	सेवा सं./Service Number :- संक्षिप्त वर्णन/Short Description :- Vaccum test before painting of Battery P सेवा विवरण/Service Details :- Vaccum test before painting of Battery Pit No1	1 SET	
000000040 0	सेवा सं./Service Number :- संक्षिप्त वर्णन/Short Description :- Vaccum test before painting of Battery सेवा विवरण/Service Details :- Vaccum test before painting of Battery Pit No2	1 SET	
000000041 0	सेवा सं./Service Number :- संक्षिप्त वर्णन/Short Description :- Pressure testing and final boxing up aft सेवा विवरण/Service Details :- Pressure testing and final boxing up after outfitting of Contaminated lubrication oil tank	1 SET	
000000042 0	सेवा सं./Service Number :- संक्षिप्त वर्णन/Short Description :- Pressure testing and	1 SET	

क्र सं. SL.No.	सामग्री / सेवा विवरण Material / Service Details	मात्रा / इकाई Quantity / unit	आपूर्ति तिथि Delivery Date
	final boxing up aft सेवा विवरण/Service Details :- Pressure testing and final boxing up after outfitting of Fuel oil collecting tank		
000000043 0	सेवा सं./Service Number :- संक्षिप्त वर्णन/Short Description :- Pressure testing and final boxing up aft सेवा विवरण/Service Details :- Pressure testing and final boxing up after outfitting of Lubricating oil tank	1 SET	
000000044 0	सेवा सं./Service Number :- संक्षिप्त वर्णन/Short Description :- Pressure testing and final boxing up aft सेवा विवरण/Service Details :- Pressure testing and final boxing up after outfitting of No.01 Compensating Fuel Tank	1 SET	
000000045 0	सेवा सं./Service Number :- संक्षिप्त वर्णन/Short Description :- Pressure testing and final boxing up aft सेवा विवरण/Service Details :- Pressure testing and final boxing up after outfitting of No.02 Compensating Fuel Tank	1 SET	
000000046 0	सेवा सं./Service Number :- संक्षिप्त वर्णन/Short Description :- Pressure testing and final boxing up aft सेवा विवरण/Service Details :- Pressure testing and final boxing up after outfitting of No.01 Compensating Tank	1 SET	
000000047 0	सेवा सं./Service Number :- संक्षिप्त वर्णन/Short Description :- Pressure testing and final boxing up aft सेवा विवरण/Service Details :- Pressure testing and final boxing up after outfitting of No.02 Compensating Tank	1 SET	
000000048 0	सेवा सं./Service Number :- संक्षिप्त वर्णन/Short Description :- Pressure testing and final boxing up aft सेवा विवरण/Service Details :- Pressure testing and final boxing up after outfitting of No.01 trim tank	1 SET	
000000049	सेवा सं./Service Number :-	1 SET	

क्र सं. SL.No.	सामग्री / सेवा विवरण Material / Service Details	मात्रा / इकाई Quantity / unit	आपूर्ति तिथि Delivery Date
0	<p>संक्षिप्त वर्णन/Short Description :- Pressure testing and final boxing up aft सेवा विवरण/Service Details :- Pressure testing and final boxing up after outfitting of No.02 trim tank</p>		
000000050 0	<p>सेवा सं./Service Number :- संक्षिप्त वर्णन/Short Description :- Pressure testing and final boxing up aft सेवा विवरण/Service Details :- Pressure testing and final boxing up after outfitting of No.03 trim tank</p>	1 SET	
000000051 0	<p>सेवा सं./Service Number :- संक्षिप्त वर्णन/Short Description :- Pressure testing and final boxing up aft सेवा विवरण/Service Details :- Pressure testing and final boxing up after outfitting of No.04 trim tank</p>	1 SET	
000000052 0	<p>सेवा सं./Service Number :- संक्षिप्त वर्णन/Short Description :- Pressure testing and final boxing up aft सेवा विवरण/Service Details :- Pressure testing and final boxing up after outfitting of No.01 Fuel Oil Tank</p>	1 SET	
000000053 0	<p>सेवा सं./Service Number :- संक्षिप्त वर्णन/Short Description :- Pressure testing and final boxing up aft सेवा विवरण/Service Details :- Pressure testing and final boxing up after outfitting of No.02 Fuel Oil Tank</p>	1 SET	
000000054 0	<p>सेवा सं./Service Number :- संक्षिप्त वर्णन/Short Description :- Pressure testing and final boxing up aft सेवा विवरण/Service Details :- Pressure testing and final boxing up after outfitting of No.03 Fuel Oil Tank</p>	1 SET	
000000055 0	<p>सेवा सं./Service Number :- संक्षिप्त वर्णन/Short Description :- Pressure testing and final boxing up aft</p>	1 SET	

क्र सं. SL.No.	सामग्री / सेवा विवरण Material / Service Details	मात्रा / इकाई Quantity / unit	आपूर्ति तिथि Delivery Date
	सेवा विवरण/Service Details :- Pressure testing and final boxing up after outfitting of No.04 Fuel Oil Tank		
000000056 0	सेवा सं./Service Number :- संक्षिप्त वर्णन/Short Description :- Pressure testing and final boxing up aft सेवा विवरण/Service Details :- Pressure testing and final boxing up after outfitting of No.05 Fuel Oil Tank	1 SET	
000000057 0	सेवा सं./Service Number :- संक्षिप्त वर्णन/Short Description :- Pressure testing and final boxing up aft सेवा विवरण/Service Details :- Pressure testing and final boxing up after outfitting of No.06 Fuel Oil Tank	1 SET	
000000058 0	सेवा सं./Service Number :- संक्षिप्त वर्णन/Short Description :- Pressure testing and final boxing up aft सेवा विवरण/Service Details :- Pressure testing and final boxing up after outfitting of STBD press proof compensating Tank	1 SET	
000000059 0	सेवा सं./Service Number :- संक्षिप्त वर्णन/Short Description :- Pressure testing and final boxing up aft सेवा विवरण/Service Details :- Pressure testing and final boxing up after outfitting of PORT press proof compensating Tank	1 SET	
000000060 0	सेवा सं./Service Number :- संक्षिप्त वर्णन/Short Description :- Pressure testing and final boxing up aft सेवा विवरण/Service Details :- Pressure testing and final boxing up after outfitting of No.01 Washing Water Tank	1 SET	
000000061 0	सेवा सं./Service Number :- संक्षिप्त वर्णन/Short Description :- Pressure testing and final boxing up aft सेवा विवरण/Service Details :- Pressure testing and final boxing up after outfitting of No.02 Washing Water Tank	1 SET	
000000062	सेवा सं./Service Number :-	1 SET	

क्र सं. SL.No.	सामग्री / सेवा विवरण Material / Service Details	मात्रा / इकाई Quantity / unit	आपूर्ति तिथि Delivery Date
0	संक्षिप्त वर्णन/Short Description :- Pressure testing and final boxing up aft सेवा विवरण/Service Details :- Pressure testing and final boxing up after outfitting of No.01 Drinking water tank	1 SET	
000000063 0	सेवा सं./Service Number :- संक्षिप्त वर्णन/Short Description :- Pressure testing and final boxing up aft सेवा विवरण/Service Details :- Pressure testing and final boxing up after outfitting of No.02 Drinking water tank	1 SET	
000000064 0	सेवा सं./Service Number :- संक्षिप्त वर्णन/Short Description :- Pressure testing and final boxing up aft सेवा विवरण/Service Details :- Pressure testing and final boxing up after outfitting of Press proof sanitary tank	1 SET	
000000065 0	सेवा सं./Service Number :- संक्षिप्त वर्णन/Short Description :- Pressure testing and final boxing up aft सेवा विवरण/Service Details :- Pressure testing and final boxing up after outfitting of No.01 Torpedo Tank	1 SET	
000000066 0	सेवा सं./Service Number :- संक्षिप्त वर्णन/Short Description :- Pressure testing and final boxing up aft सेवा विवरण/Service Details :- Pressure testing and final boxing up after outfitting of No.02 Torpedo Tank	1 SET	
000000067 0	सेवा सं./Service Number :- संक्षिप्त वर्णन/Short Description :- Pressure testing and final boxing up aft सेवा विवरण/Service Details :- Pressure testing and final boxing up after outfitting of Distillate Tank	1 SET	
000000068 0	सेवा सं./Service Number :- संक्षिप्त वर्णन/Short Description :- Pressure testing and final boxing up aft सेवा विवरण/Service Details :- Pressure testing and final boxing up after outfitting of Fuel Oil Tank No.10	1 SET	

क्र सं. SL.No.	सामग्री / सेवा विवरण Material / Service Details	मात्रा / इकाई Quantity / unit	आपूर्ति तिथि Delivery Date
000000069 0	सेवा सं./Service Number :- संक्षिप्त वर्णन/Short Description :- Pressure testing and final boxing up aft सेवा विवरण/Service Details :- Final boxing up after outfitting of Snorkel tank	1 SET	
000000070 0	सेवा सं./Service Number :- संक्षिप्त वर्णन/Short Description :- Vaccum testing after outfitting of Batt सेवा विवरण/Service Details :- Vaccum testing after outfitting of Battery Pit No1	1 SET	
000000071 0	सेवा सं./Service Number :- संक्षिप्त वर्णन/Short Description :- Vaccum testing after outfitting of Batte सेवा विवरण/Service Details :- Vaccum testing after outfitting of Battery Pit No2	1 SET	
00070	SUBMARINE SUPPORT CRADLES Service Description :SHIFTING OF 10 NOS SUBMARINE SUPPORT CRADLES The Line item 00070 covers the following services	1 Activity unit	30.01.2025
000000001 0	सेवा सं./Service Number :- संक्षिप्त वर्णन/Short Description :- Shifting of 10 Nos. submarine support cr सेवा विवरण/Service Details :- Shifting of 10 Nos. submarine support cradles	1 SET	
000000002 0	सेवा सं./Service Number :- संक्षिप्त वर्णन/Short Description :- Re-positioning of 10 Nos. submarine supp सेवा विवरण/Service Details :- Re-positioning of 10 Nos. submarine support cradles	1 SET	
00080	NON-HY80 FOUNDATIONS Service Description :SURVEY, REPAIR, FABRICATION AND INSTALLATION OF NON-HY80 FOUNDATIONS AT MDL PREMISES The Line item 00080 covers the following services	1 Activity unit	30.01.2025
000000001 0	सेवा सं./Service Number :- संक्षिप्त वर्णन/Short Description :- above 0 Kg. up to 2 Kg सेवा विवरण/Service Details :- Survey of foundation, pipe clamp and pipe support, cable clamp and structures above 0 Kg. up to 2 Kg	2,000 Kilogram	

क्र सं. SL.No.	सामग्री / सेवा विवरण Material / Service Details	मात्रा / इकाई Quantity / unit	आपूर्ति तिथि Delivery Date
000000002 0	सेवा सं./Service Number :- संक्षिप्त वर्णन/Short Description :- above 2 Kg. up to 10 Kg सेवा विवरण/Service Details :- Survey of foundation, pipe clamp and pipe support, cable clamp and structures above 2 Kg. up to 10 Kg	2,000 Kilogram	
000000003 0	सेवा सं./Service Number :- संक्षिप्त वर्णन/Short Description :- Above 10 Kg & Up to 100 Kg सेवा विवरण/Service Details :- Survey of foundation, pipe clamp and pipe support, structures, cable clamp Above 10 Kg & Up to 100 Kg	2,000 Kilogram	
000000004 0	सेवा सं./Service Number :- संक्षिप्त वर्णन/Short Description :- Above 100 Kg & Up to 1000 Kg सेवा विवरण/Service Details :- Survey of foundation and structures, Above 100 Kg & Up to 1000 Kg	2,000 Kilogram	
000000005 0	सेवा सं./Service Number :- संक्षिप्त वर्णन/Short Description :- above 0 Kg. up to 2 Kg सेवा विवरण/Service Details :- Repair of foundation, pipe clamp and pipe support, cable clamp and structures above 0 Kg. up to 2 Kg	2,000 Kilogram	
000000006 0	सेवा सं./Service Number :- संक्षिप्त वर्णन/Short Description :- above 2 Kg. up to 10 Kg सेवा विवरण/Service Details :- Repair of foundation, pipe clamp and pipe support, cable clamp and structures above 2 Kg. up to 10 Kg	2,000 Kilogram	
000000007 0	सेवा सं./Service Number :- संक्षिप्त वर्णन/Short Description :- Above 10 Kg & Up to 100 Kg सेवा विवरण/Service Details :- Repair of foundation and structure Above 10 Kg & Up to 100 Kg	2,000 Kilogram	
000000008 0	सेवा सं./Service Number :- संक्षिप्त वर्णन/Short Description :- Above 100 Kg & Up to 1000 Kg सेवा विवरण/Service Details :- Repair of foundation and structures, Above 100 Kg & Up to 1000 Kg	2,000 Kilogram	

क्र सं. SL.No.	सामग्री / सेवा विवरण Material / Service Details	मात्रा / इकाई Quantity / unit	आपूर्ति तिथि Delivery Date
	Kg		
000000009 0	सेवा सं./Service Number :- संक्षिप्त वर्णन/Short Description :- Fabrication of foundation, pipe clamp an सेवा विवरण/Service Details :- Fabrication of foundation, pipe clamp and pipe support, cable clamp and structures above 0 Kg. up to 2 Kg	2,000 Kilogram	
000000010 0	सेवा सं./Service Number :- संक्षिप्त वर्णन/Short Description :- Fabrication of foundation, pipe clamp an सेवा विवरण/Service Details :- Fabrication of foundation, pipe clamp and pipe support, cable clamp and structures above 2 Kg. up to 10 Kg	2,000 Kilogram	
000000011 0	सेवा सं./Service Number :- संक्षिप्त वर्णन/Short Description :- Fabrication of foundation and structure सेवा विवरण/Service Details :- Fabrication of foundation and structures, cable clamp Above 10 Kg & Up to 100 Kg	2,000 Kilogram	
000000012 0	सेवा सं./Service Number :- संक्षिप्त वर्णन/Short Description :- Fabrication of foundation and structures सेवा विवरण/Service Details :- Fabrication of foundation and structures Above 100 Kg & Up to 1000 Kg	2,000 Kilogram	
000000013 0	सेवा सं./Service Number :- संक्षिप्त वर्णन/Short Description :- Installation of foundation, pipe clamp a सेवा विवरण/Service Details :- Installation of foundation, pipe clamp and pipe support, cable clamp and structures above 0 Kg. up to 2 Kg,	2,000 Kilogram	
000000014 0	सेवा सं./Service Number :- संक्षिप्त वर्णन/Short Description :- Installation of foundation, pipe clamp a सेवा विवरण/Service Details :- Installation of foundation, pipe clamp and pipe support, cable clamp and structures above 2 Kg. up to 10 Kg,	2,000 Kilogram	
000000015 0	सेवा सं./Service Number :-	2,000 Kilogram	

क्र सं. SL.No.	सामग्री / सेवा विवरण Material / Service Details	मात्रा / इकाई Quantity / unit	आपूर्ति तिथि Delivery Date
	संक्षिप्त वर्णन/Short Description :- Installation of foundation, pipe clamp a सेवा विवरण/Service Details :- Installation of foundation and structures Above 10 Kg & Up to 100 Kg		
000000016 0	सेवा सं./Service Number :- संक्षिप्त वर्णन/Short Description :- Installation of foundation, pipe clamp a सेवा विवरण/Service Details :- Installation of foundation and structures Above 100 Kg & Up to 1000 Kg	2,000 Kilogram	

नियम और शर्तें : भाग ए में लिखी हुई और इतर संलग्नपत्रे इस निविदा एक अभिन्न अंग हैं। हमें आशा है कि, 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

MAZAGON DOCK SHIPBUILDERS LIMITED

TWO - BID SYSTEM

Open Tender-1200003154

TENDER ENQUIRY FORM (TEF)

DIVISION: SUBMARINE

DEPARTMENT- COMMERCIAL (EAST YARD)

MAZAGON DOCK SHIPBUILDERS LIMITED (MDL), Mumbai India, a premier Warship building, Ship repair, Submarine Construction & Refits and Heavy Engineering Company owned by Government of India under Ministry of Defence.

MAZAGON DOCK SHIPBUILDERS LIMITED (MDL), INVITES COMPETITIVE BIDS from reputed **Indian Bidders / Suppliers** only in **TWO – BID SYSTEM (Part-I Techno Commercial Bid and Part-II Price Bid)** for the following Work / Supplies. This is an **Open Tender**.

Issue of E - Tender Enquiry Document: This e-tender enquiry can be downloaded from our E-procurement website <http://eprocuremdl.nic.in>. To login and quote against this e-tender on E-procurement portal, bidders should have Digital Signature Certificate (DSC). The details of DSC are available on the MDL website.

Tender opening: Technical bid (PART-I) will be opened immediately after the tender closing date and time through e-procurement portal. Bidders can view details of quotation received against tender after tender opening on e-procurement website.

Price bid opening: Similarly after completion of Technical scrutiny/evaluation, price bid (PART-II) opening will be done and intimation will be forwarded to Techno-Commercially accepted bidders. Bidders can view the details of price bid opening against the tender on e-procurement web site.

SUB: - HULL JOBS OF SONAR DOME, UPPER AND LOWER RUDDERS, AFT HYDROPLANE (PORT STBD) STERN TUBE, FORE BODY & AFT BODY, INTERNAL TANKS, CRADLE SHIFTING & NON-HY80 FOUNDATIONS OF MRLC-II

Detailed list of supplies/services is given in Rate sheet at **Enclosure 03** along with Scope of Work at **Enclosure 02**. Any clarifications, if required can be obtained by informing in writing to M (EY-P-SCR), E-mail- @ vkambli@mazdock.com for technical queries .

1. Description:

HULL JOBS OF SONAR DOME, UPPER AND LOWER RUDDERS, AFT HYDROPLANE (PORT STBD) STERN TUBE, FORE BODY & AFT BODY, INTERNAL TANKS, CRADLE SHIFTING & NON-HY80 FOUNDATIONS OF MRLC-II

Note:-

- i) Bidders shall confirm that the Scope of Supply at **Enclosure-2** is fully understood by them.
- ii) Kindly refer to evaluation criteria for adopted for evaluation of this Tender.

SR NO.	Material /service details	QTY	Unit
Group A	SONAR DOME, UPPER AND LOWER RUDDERS,,AFT HYDROPLANE (PORT & STBD) STERN TUBE This Group covers the Services Sr. No. 100,200,300,500	1	AU

100	Service Short text:- SONAR DOME Service Group:- 1005322 - MISC OUTFIT ITEM FABRICATION AND INSTALLATION OF SONAR DOME The Line item 100 covers the following services 1 to 2		
1	Fabrication of Sonar Dome with CIA foundation as per 72135/1289-50-07-00 & 72135/1283-42-08-00	1	SET
2	Installation of sonar dome as per drawing 72135/1289-50-07-00	1	SET
200	Service Short text:- UPPER & LOWER RUDDERS Service Group:- 1005322 - MISC OUTFIT ITEM FABRICATION AND MACHINING OF UPPER & LOWER RUDDERS The Line item 200 covers the following services 3 to 4		
3	Fabrication and machining of upper rudder as per drawing no. 4123-01-00-00	1	SET
4	Fabrication and Machining of lower rudder as per drawing no. 4123-02-00-00	1	SET
300	Service Short text:- AFT HYDROPLANE PORT AND STBD Service Group:- 1005322 - MISC OUTFIT ITEM FOR FABRICATION AND MACHINING OF AFT HYDROPLANE PORT AND STBD The Line item 300 covers the following services 5 to 6		
5	Fabrication and Machining of AFT Hydroplanes PORT as per drawing no. 4121-01-00-00	1	SET
6	Fabrication and Machining of AFT Hydroplanes STBD As per drawing no. 4121-01-00-00	1	SET
500	Service Short text:- STERN TUBE Service Group:- 1005322 - MISC OUTFIT ITEM The Line item 500 covers the following services 07 to 10		
7	Degutting and removal of Stern Tube as per drawings no 1281-10-03-00	1	SET
8	Manufacture and pressure testing (shop floor) of Stern Tube as per drawings no 1281-10-03-00	1	SET
9	Installation of Stern Tube as per drawing no 1281-10-03-00	1	SET
10	Pressure testing of stern tube on board after installation as per drawing no 1281-10-03-00	1	SET

Group B	FOREBODY & AFTBODY, INTERNAL TANKS.CRADLE SHIFTING & NONHY80 FOUNDATIONS This Group covers the Services Sr. No. 600,700,800 & 900	1	AU
600	Service Short text:- REPAIR, RENEWAL OF FORE AND AFT BODY Service Group:- 1005322 - MISC OUTFIT ITEM REPAIR, RENEWAL OF FORE AND AFT BODY NON PRESSURE HULL STRUCTURES.PRESSURE TESTING AND FINAL BOXING UP OF ALL EXTERNAL TANKS AND MBT'S The Line item 600 covers the following services 11 to 31		
11	Repair by weld build-up and grinding, thickness gauging and NDT of Fore body non-pressure hull structures including all external tanks, MBT no1,2&3, RBFT, chain locker and fallout area as per drawings in Annexure 12 and as per survey report. Complete stud renewal.	1	SET
12	Repair by weld build-up and grinding, thickness gauging and NDT of Aft body structures including all external tanks, MBT no 4,5, stabilizers of hydroplanes and fixed parts of rudders as per drawings in Annexure 13 and as per survey report. Complete stud renewal	1	SET
13	Renewal of all manhole covers in fore body aft body structures including all external tanks and MBT' no 1,2&3,4,5 and RBFT as per drawings in annexure 14	1	NOS
14	Renewal and fit-up of flood gratings for MBT 1,2&3,4,5 as per drawings in annexure 19	1	SET
15	Renewal of on-board structures (Includes marking and inspection, cutting and removal, new plate cutting, edge preparation, fit-up of new plate, fit-up inspection, welding, NDT, final inspection) (Rate/Kg) as per annexure 12,13,18 Consider maximum upto 20ton plate renewal.	20000	KG
16	Renewal of hull penetrations in fore body and aft body as per drawing in annexure 15 and as per survey report. Consider maximum upto 25 Nos penetrations. (RATE/PIECE).	25	Nos
17	Repair of hull penetrations in fore body and aft body as per drawing in annexure 15 and as per survey report. Consider maximum upto 10 Nos penetrations.	10	Nos
18	Removal and fixing of synthetic foam blocks inside aft hydroplane stabilizer (PORT and STBD) as per drawing 1281-10-04-00. (RATE per M3) Consider maximum upto 10 cubic meter renewal. (Synthetic foam blocks will be supplied by MDL)	10	M3
19	Repair by weld build-up and refit of structures as per drawings in Annexure 18.	1	SET
20	Fit-up and inspection of anodes as per annexure 20. Procurement anodes are in MDL scope. All anodes will be supplied by MDL.	1	SET

21	Fabrication and installation of pipe clamps and supports as per drawings in Annexure 21	1	SET
22	Pressure testing before painting of Reserve bow Fuel Oil Tank	1	SET
23	Pressure testing before painting of No.01 Main Ballast Tank	1	SET
24	Pressure testing before painting of No.02 & 3 Main Ballast Tank	1	SET
25	Pressure testing before painting of No.04 Main Ballast Tank	1	SET
26	Pressure testing before painting of No.5 Main Ballast Tank	1	SET
27	Pressure testing and final boxing up after outfitting of Reserve Bow Fuel Oil Tank	1	SET
28	Pressure testing and final boxing up after outfitting of No.01 Main Ballast Tank	1	SET
29	Pressure testing and final boxing up after outfitting of No.02 & 3 Main Ballast Tank	1	SET
30	Pressure testing and final boxing up after outfitting of No.04 Main Ballast Tank	1	SET
31	Pressure testing and final boxing up after outfitting of No.05 Main Ballast Tank	1	SET
700	Service Short text:- RENEWAL OF INTERNAL TANK PLATES AND STRU Service Group:- 1005322 - MISC OUTFIT ITEM The Line item 700 covers the following services 32 to 103		
32	Repair by weld build up & grinding of manhole and hand hole covers of all internal tanks as per Survey report. Complete stud renewal(annexure 22 & 23).	1	SET
33	Renewal of on-board structures (Includes marking and inspection, cutting and removal, new plate cutting, edge preparation, fit-up of new plate, fit-up inspection, welding, NDT, final inspection) (per Kg).	3000	KG
34	Repair and refit of structural fittings as per annexure 24.	1	SET
35	Repair by weld build up of penetrations onboard of internal tanks as per Annexure 26.	100	NOS
36	Renewal of penetrations onboard of internal tanks as per Annexure 26.	60	NOS
37	Renewal of penetrations onboard of internal tanks as per Annexure 26.	1	SET
38	Repair by weld builds and grinding of cold store bulkhead as per Annexure 28	1	SET
39	Repair by weld builds and grinding of galley bulkhead as per Annexure 28	1	SET
40	Survey, repair by weld build up, modify and refit old foundation of converter 1 & 2 as per drawings in Annexure 29	1	SET
41	Renewal and refitting of shock mounts of distillate tank by lifting the tank by suitable means. Install the tank after renewal of shock mounts. Shock mounts will be provided by MDL. Annexure 32	1	SET

42	Pressure testing before painting of Contaminated lubrication oil tank	1	SET
43	Pressure testing before painting of Fuel oil collecting tank	1	SET
44	Pressure testing before painting of Lubricating oil tank	1	SET
45	Pressure testing before painting of No.01 Compensating Fuel Tank	1	SET
46	Pressure testing before painting of No.02 Compensating Fuel Tank	1	SET
47	Pressure testing before painting of No.01 Compensating Tank	1	SET
48	Pressure testing before painting of No.02 Compensating Tank	1	SET
49	Pressure testing before painting of No.01 trim tank	1	SET
50	Pressure testing before painting of No.02 trim tank	1	SET
51	Pressure testing before painting of No.03 trim tank	1	SET
52	Pressure testing before painting of No.04 trim tank	1	SET
53	Pressure testing before painting of No.01 Fuel Oil Tank	1	SET
54	Pressure testing before painting of No.02 Fuel Oil Tank	1	SET
55	Pressure testing before painting of No.03 Fuel Oil Tank	1	SET
56	Pressure testing before painting of No.04 Fuel Oil Tank	1	SET
57	Pressure testing before painting of No.05 Fuel Oil Tank	1	SET
58	Pressure testing before painting of No.06 Fuel Oil Tank	1	SET
59	Pressure testing before painting of STBD press proof compensating Tank	1	SET
60	Pressure testing before painting of PORT press proof compensating Tank	1	SET
61	Pressure testing before painting of No.01 Washing Water Tank	1	SET
62	Pressure testing before painting of No.02 Washing Water Tank	1	SET
63	Pressure testing before painting of No.01 Drinking water tank	1	SET
64	Pressure testing before painting of No.02 Drinking water tank	1	SET
65	Pressure testing before painting of Press proof sanitary tank	1	SET
66	Pressure testing before painting of No.01 Torpedo Tank	1	SET
67	Pressure testing before painting of No.02 Torpedo Tank	1	SET
68	Pressure testing before painting of Distillate Tank	1	SET
69	Pressure testing before painting of Fuel Oil Tank No.10	1	SET
70	Vacuum test before painting of Battery Pit No1	1	SET
71	Vacuum test before painting of Battery Pit No2	1	SET
72	Pressure testing and final boxing up after outfitting of Contaminated lubrication oil tank	1	SET
73	Pressure testing and final boxing up after outfitting of Fuel oil collecting tank	1	SET
74	Pressure testing and final boxing up after outfitting of Lubricating oil tank	1	SET

75	Pressure testing and final boxing up after outfitting of No.01 Compensating Fuel Tank	1	SET
76	Pressure testing and final boxing up after outfitting of No.02 Compensating Fuel Tank	1	SET
77	Pressure testing and final boxing up after outfitting of No.01 Compensating Tank	1	SET
78	Pressure testing and final boxing up after outfitting of No.02 Compensating Tank	1	SET
79	Pressure testing and final boxing up after outfitting of No.01 trim tank	1	SET
80	Pressure testing and final boxing up after outfitting of No.02 trim tank	1	SET
81	Pressure testing and final boxing up after outfitting of No.03 trim tank	1	SET
82	Pressure testing and final boxing up after outfitting of No.04 trim tank	1	SET
83	Pressure testing and final boxing up after outfitting of No.01 Fuel Oil Tank	1	SET
84	Pressure testing and final boxing up after outfitting of No.02 Fuel Oil Tank	1	SET
85	Pressure testing and final boxing up after outfitting of No.03 Fuel Oil Tank	1	SET
86	Pressure testing and final boxing up after outfitting of No.04 Fuel Oil Tank	1	SET
87	Pressure testing and final boxing up after outfitting of No.05 Fuel Oil Tank	1	SET
88	Pressure testing and final boxing up after outfitting of No.06 Fuel Oil Tank	1	SET
89	Pressure testing and final boxing up after outfitting of STBD press proof compensating Tank 620	1	SET
90	Pressure testing and final boxing up after outfitting of PORT press proof compensating Tank	1	SET
91	Pressure testing and final boxing up after outfitting of No.01 Washing Water Tank	1	SET
92	Pressure testing and final boxing up after outfitting of No.02 Washing Water Tank	1	SET
93	Pressure testing and final boxing up after outfitting of No.01 Drinking water tank	1	SET
94	Pressure testing and final boxing up after outfitting of No.02 Drinking water tank	1	SET
95	Pressure testing and final boxing up after outfitting of Press proof sanitary tank	1	SET
96	Pressure testing and final boxing up after outfitting of No.01 Torpedo Tank	1	SET
97	Pressure testing and final boxing up after outfitting of No.02 Torpedo Tank	1	SET
98	Pressure testing and final boxing up after outfitting of Distillate Tank	1	SET

99	Pressure testing and final boxing up after outfitting of Fuel Oil Tank No.10	1	SET
101	Final boxing up after outfitting of Snorkel tank	1	SET
102	Vacuum testing after outfitting of Battery Pit No1	1	SET
103	Vacuum testing after outfitting of Battery Pit No2	1	SET
800	Service Short text:- SUBMARINE SUPPORT CRADLES Service Group:- 1005322 - MISC OUTFIT ITEM SHIFTING OF 10 NOS SUBMARINE SUPPORT CRADLES The Line item 800 covers the following services 104 to 105		
104	Shifting of 10 Nos. submarine support cradles	1	SET
105	Re-positioning of 10 Nos. submarine support cradles	1	SET
900	Service Short text:- NON-HY80 FOUNDATIONS Service Group:- 1005322 - MISC OUTFIT ITEM SURVEY, REPAIR, FABRICATION AND INSTALLATION OF NON-HY80 FOUNDATIONS AT MDL PREMISES The Line item 900 covers the following services 106 to 121		
106	Survey of foundation, pipe clamp and pipe support, cable clamp and structures above 0 Kg. up to 2 Kg	2000	KG
107	Survey of foundation, pipe clamp and pipe support, cable clamp and structures above 2 Kg. up to 10 Kg	2000	KG
108	Survey of foundation, pipe clamp and pipe support, structures, cable clamp Above 10 Kg & Up to 100 Kg	2000	KG
109	Survey of foundation and structures, Above 100 Kg & Up to 1000 Kg	2000	KG
110	Repair of foundation, pipe clamp and pipe support, cable clamp and structures above 0 Kg. up to 2 Kg	2000	KG
111	Repair of foundation, pipe clamp and pipe support, cable clamp and structures above 2 Kg. up to 10 Kg	2000	KG
112	Repair of foundation and structure Above 10 Kg & Up to 100 Kg	2000	KG
113	Repair of foundation and structures, Above 100 Kg & Up to 1000 Kg	2000	KG
114	Fabrication of foundation, pipe clamp and pipe support, cable clamp and structures above 0 Kg. up to 2 Kg	2000	KG
115	Fabrication of foundation, pipe clamp and pipe support, cable clamp and structures above 2 Kg. up to 10 Kg	2000	KG
116	Fabrication of foundation and structures, cable clamp Above 10 Kg & Up to 100 Kg	2000	KG
117	Fabrication of foundation and structures Above 100 Kg & Up to 1000 Kg	2000	KG

118	Installation of foundation, pipe clamp and pipe support, cable clamp and structures above 0 Kg. up to 2 Kg,	2000	KG
119	Installation of foundation, pipe clamp and pipe support, cable clamp and structures above 2 Kg. up to 10 Kg,	2000	KG
120	Installation of foundation and structures Above 10 Kg & Up to 100 Kg	2000	KG
121	Installation of foundation and structures Above 100 Kg & Up to 1000 Kg	2000	KG

2. Instructions to the bidder:

- a. In case of supply/services of duplicate / spurious / substandard items by the firm, MDL will resort to prosecution of the firm by legal action with all the stringent measures against the firm for supplying such items which had led to delay of the project of national importance and has endangered the national security. The firm will also be blacklisted in MDL & will be debarred from quoting in future MDL tenders and the same will be intimated to all other public sector undertakings and other Government organization.
- b. Delivery date mentioned in the RFQ/Tender is tentative. However, bidders have to follow delivery schedule as per purchase order. Noncompliance of the same beyond the contractual terms may lead to imposition of liquidated damages or cancellation of contract/ Purchase order.
- c. Bidders should submit all documents strictly through E-procurement only. Physical copy of the bid or through any other mode will not be accepted for considering the bid.
- d. Where requests are made by bidders with reasons for extension of the tender closing date provided such an extension will not adversely affect the project schedule and bidders are instructed for submission of such request in the concerned commercial department at least 2 days in advance excluding the day of tender closing date, amendment to the tender enquiry may be issued.
- e. The technology possessed by participating firm must be non-infringing while delivering the desired performance and it must be clear from third-party IP infringement claims.
- f. The participating firm should make efforts to source maximum indigenous raw materials.
- g. MDL at their discretion shall inspect the participating firm workshop/company/ facilities/yard visits for the purpose of evaluation, as deemed necessary before selection of partner. MDL decision in this regard shall be final.
- h. Any participating firm which has been debarred/blacklisted by Central/State Governments or by any entity controlled by Central/State Governments from participating in any of their project, as on date of submission of Tender, shall not be eligible to submit the Tender.
- i. Non-acceptance of order.

3. Pre-Qualification Criteria(PQC)

a) Technical PQC

Bidder's experience of having executed/completed similar services during last 7 years ending till the original tender closing date should be either of the following:

- i. Three contracts/orders of similar completed services each of not less than Rs 9,00,00,000 (Nine Crores only).
OR
- ii. Two contracts/orders of similar completed services each of not less than Rs 11,25,00,000 (Eleven crores Twenty-Five Lakhs only).
OR
- iii. One contract/order of similar completed services of not less than Rs 18,00,00,000(Eighteen Crores only).
OR

- iv. Cumulative completed services of similar nature of Rs 3,75,00,000(Three Crores Seventy-Five lakhs only) within a continuous span of 12 months.

Note: Similar services means firm should have experience in following:

- i. Experience of sheet metal forming work on a submarine up to thickness of 2 mm (Material-Stainless Steel)
- ii. Experience in fabrication and installation of submarine structure upto 5 Ton weight and in maximum 5 orders/contract.
- iii. Fabrication and machining of submarine blades or 3D forming for submarine structure.

b) Commercial PQC

- i. The average annual financial turnover of 'The bidder' during the last three years, ending 31st March (or any other year ending followed in relevant country) of the previous financial year excluding the calendar year of tendering should be at **Rs 2,25,00,000.00** as per the annual report (audited balance sheet and profit and loss account) of the relevant period, duly authenticated by a Chartered Accountant/Cost Accountant in India or equivalent in relevant countries.
- ii. Bidders Shop and establishment registration certificate or registration certificate from registrar of firms or certificate of incorporation from Registrar of Companies or any other valid document that confirms the firm's status. (Not required for permanent registered vendors with MDL).

c) Joint Ventures and Holding Companies

Credentials of the partners of Joint ventures cannot (repeat cannot) be clubbed for the purpose of compliance of PQC in supply of Goods/Equipment, and each partner must comply with all the PQC criteria independently. However, for the purpose of qualifying the Financial Standing Criteria, the Financial Standing credentials of a Holding Company can be clubbed with only one of the fully owned subsidiary bidding company, with appropriate legal documents proving such ownership.

- d) Note that since services required is of critical nature, start-ups shall not be given any relaxation in prior turnover and prior experience.
- e) MSEs shall be given 100% relaxation of prior turnover. However, MSEs vendor shall meet prior experience criteria.

Note:-

- i) Bidders need to upload / submit supporting documentary evidence in support of the Pre-Qualification Criteria Viz. Work / Purchase Order, Work Completion Certificate/ Proof of payment with Tax Invoice / Store Receipt and Acceptance Report or any other evidence that confirms that the work is completed which is issued by the party for whom the work is done. HOD-C (East Yard) or TNC has a right to verify / cause verification of authenticity of the said documents whenever felt necessary.
- ii) The work executed by the contractors for their in-house or capital use will not be considered for the purpose of bidders' experience of completion of similar works.

4. Earnest Money Deposit (EMD) / Bid Security:

Earnest Money Deposit: INR 10,00,000.00

EMD shall be obtained by way of NEFT/ Demand Draft / Pay order / Bank Guarantee / Insurance Security Bond / e-Bank Guarantee in favour of Mazagon Dock Shipbuilders Limited, Mumbai from the list of Banks approved by SBI / Canara Bank published on MDL website. Crossed DD / Pay Order issued by Co-operative banks however may be considered to be accepted and the bid would be considered accordingly.

Bids / Offers without EMD/Bid Bond along with Part-I bid will not be considered. EMD of unsuccessful bidders will be returned after finalization of the tender and shall be interest free.

Firm should submit the original EMD in closed envelope (Sealed), Super scribed as EMD/BID Bond for Bid No....., due date, time, and addressed to, HOD (EY-Commercial Dept.), Alcock Yard, MAZAGON DOCK SHIPBUILDERS LIMITED, Dock Yard Road, Mumbai, 400010, INDIA, and should be Submitted at below address within 7 working days from the Bid closing date.

HOD (Commercial – EY),
4th floor, North Block, SSA Work Shop, Office building, Alcock Yard,
MAZAGON DOCK SHIPBUILDERS LIMITED,
Dockyard Road,
Mumbai-400010, India.

Timely submission of the original EMD is the responsibility of the bidders and no reasons / excuses in this regard will be entertained by MDL. Original EMD reached after 7 working days from tender closing date & time will render the e-bid (submitted by bidder) liable for rejection.

Exemption from submission of EMD / BID Bond:

Following bidders shall be exempted from submission of EMD/Bid Bond:

- i) State & Central Government of India Departments & Public Sector Undertakings.
- ii) Firms registered with MDL. To qualify for EMD exemption, firms should necessarily submit valid copy of the Registration Certificate issued by MDL, for the items for which the offer is being submitted. Firms in the process of obtaining MDL registration will not be considered for EMD exemption.
- iii) Micro and Small Enterprises who are manufacturer or Service Provider and give specific confirmation to this effect at the time of bid submission and whose credentials are validated online through Udyam Registration (as validated by Government from time to time) and through uploaded supporting documents.
- iv) Firms registered with NSIC under its “Single Point Registration Scheme”. (Exemption will apply only to items/services for which they are registered. To qualify for EMD exemption, firms should necessarily submit valid copy of the Registration Certificate along with the list of items / services for which they are registered, as issued by NSIC, in Part-I offer / bid. Firms in the process of obtaining NSIC registration will not be considered for EMD exemption.
- v) Start-ups as recognized by Department of Industrial Policy and Promotion (DIPP).
- vi) The recognised institutes such as VJTI/IIT.
- vii) Common/Deemed DPSU registered vendors qualify for EMD exemption. Such firms shall submit valid copy of the registration certificate issued by DPSUs (other than MDL) for the items / services for which the offer is being submitted in Part-I offer/bid. Firms in process of obtaining registration in other DPSUs will not be considered for EMD exemption.
- viii) Green Channel Status vendors qualify for EMD exemption. Such firms shall submit valid copy of the Green channel certificate issued by MoD for the items for which the offer is being submitted in Part-I offer/bid. Firms in process of obtaining this certificate will not be considered for EMD exemption.

5. Forfeiture of EMD:

EMD shall be forfeited in the following cases:

- i) Bidder withdraws, amends, impairs or derogates from the tender, agreed conditions of TNC /PNC in any respect within the period of validity of his offer.
- ii) Non-acceptance of order.

6. Validity Period of Bid:

Bid shall remain valid for a period of not less than **180 days** after the deadline date for bid submission. Technically accepted bidder shall be given opportunity to accept validity as per the tender in case of shorter validity quoted by him. Non-acceptance there after shall be rejected by MDL as nonresponsive.

7. Submission of offer in Two Bid System:

Offer must be submitted in two parts viz PART-I & PART-II as stated below:

7a. PART I: Technical Bid

Soft Copies/Scanned Copies of below mentioned documents/details are to be attached on E-procurement, Part-I:

- i. Bidder's Statement on their Company Letterhead indicating Tender No, Tender Date, confirming compliance and acceptance on the Scope of Supplies and other Terms and Conditions as included in this tender enquiry, duly signed, stamped and dated by bidder's authorized person(s).
- ii. Technical Bid clearly indicating item wise descriptions & other details such as specifications, make/model, drawings etc as relevant to the offered materials.
- iii. ~~Sample format of shipping instructions (Enclosure-18)~~ and extract of official secret Act 1923 (**Enclosure-8**) must be signed, stamped with company seal and submitted along with Part-I of the offer as a token of acceptance of the terms & conditions by the bidders.
- iv. Price schedule BLANKING the PRICES but clearly indicating 'QUOTED / NOT QUOTED' as applicable against each of the listed item in the prescribed format (**Enclosure-03**).
- v. Bidder to submit acceptance on clauses of Tender Enquiry Form (TEF), and GENERAL CONDITIONS OF CONTRACT (GCC) as 'ACC OR DEV' as applicable for each of the clause at tender (**Enclosure-01 & 05** respectively).
- vi. Bidder to submit Deviation sheet at **Enclosure-16** in case of any deviation from TEF & GCC.
- vii. Bidder to submit their complete Bank details for payment by NEFT as per **Enclosure-21**.
- viii. Bidder to submit format of End User Certificate, in case required by the bidder.
- ix. Product data sheets / Catalogue / Technical Specification of the offered material.
- x. GST registration details / GST acknowledgement or Tax Authority Letter.
- ~~xi. Firm to submit detail of required information in ILMS format as per **Enclosure-18** (Hard Copy +Soft copy in Excel)~~
- xii. Bidder to submit undertaking for Conflict of Interest among Bidders/ Agents along as per **Enclosure-22**.
- xiii. Bidder to submit Declaration certificate for local content as per **Enclosure-24 Annexure-B2**.
- xiv. Requirement Matrix at **Enclosure-20** duly filled and signed by the bidder confirming applicability of following requirements indicating "Yes" or "No" corresponding to each item.
 - a) Special provision for handling requirements
 - b) Storage & preservation requirements
 - c) Shelf life requirements
 - d) Submission of Technical data sheets by Supplier
 - e) Hazardous item

7b. PART II: Price Bid

This should contain only the PRICES for the listed item strictly in the prescribed format provided with the **e – tender at Enclosure-03**. Prices mentioned/specified in any other format will not be considered for evaluation.

8. Contract Period: Total contract period will be 3 years from date of Placement of Order.

9. Mobilization Period:

Contractor shall complete mobilization of his workforce, tools, moulds and equipment within ONE weeks from date of award of order or intimation by site manager. In mobilization period contractor should arrange entry passes for his employees & no excuse for delay in commencing work on this account will be entertained. Firm is to mobilize manpower within 7 days of order placement for welder qualification and fabrication work. Failing with which is liable for LD of Rs 1000/- per day.

10. Delivery Schedule/period:

Timelines for completion of various activities from the date of commencement of work are given below:

<u>SL NO</u>	<u>DESCRIPTION</u>	<u>DELIVEY SCHEDULE</u>
1	Fabrication of sonar dome with CIA foundation	7 months from mutually agreed start date (kick off date).
2	Installation of sonar dome	3 months from site clearance
3	Fabrication and machining Upper Rudder	7 months from mutually agreed start date (kick off date).
4	Fabrication and machining Lower Rudder	7 months from mutually agreed start date (kick off date).
5	Fabrication and machining Aft Hydroplane port	7 months from mutually agreed start date (kick off date).
6	Fabrication and machining Aft Hydroplane STBD	7 months from mutually agreed start date (kick off date).
7	Degutting and removal of Stern Tube	1 month from site clearance
8	Manufacture and pressure testing (shop floor) of Stern Tube	3 months from mutually agreed start date (kick off date).
9	Installation and pressure testing (onboard) of Stern Tube	1 month from site clearance
10	Repair and renewal of fore body and aft body structures	6 months from site clearance after blasting
11	Pressure testing of external tanks and MBT's - before painting	8 months from site clearance after blasting
12	Pressure testing of external tanks and MBT's - after outfitting	1 months from site clearance for each tank
13	Final boxing up of external tanks and MBT's	1 week from site clearance for each tank
14	Repair and renewal of foundations , bhds, ATU structures	1 months from site clearance after blasting
15	Renewal of internal tank structures	1 months from site clearance of each tank after survey.
16	Pressure testing of internal - before painting	2 weeks from site clearance for each tank
17	Final boxing up of internal tanks	1 weeks from site clearance for each tank
18	Pressure testing of internal tank - after outfitting.	2 weeks from site clearance for each tank
19	First phase shifting of cradle	7 days from intimation
20	Second phase shifting of cradle	7 days from intimation
21	Survey of foundations	1 months from site clearance
22	Repair and fabrication of foundations	1 months from site clearance
23	Installation of foundations	1 months from site clearance

11. Bid Rejection Criteria

i) Categorical Rejection Criteria

The following conditions / deviations are non-negotiable and therefore, any bid falling under these conditions / deviations shall be summarily rejected. Bidders to note that they shall not be provided any opportunity to rectify these conditions / deviations post bid opening: -

- (a) Bids received after tender closing date and time.

(b) ~~Bids received other than through GeM.~~

(c) Bidders who are debarred under PPP MII order 2017, GeM, CPPP including Tender holiday issued by MDL.

(d) Bids received without Integrity Pact duly signed by the bidder on each page.

(e) Bids received without EMD (other than those who are exempted from payment of EMD).

(f) In single stage Two Bid system non submission of either Technical Bid or Financial Bid for Manual Tender.

ii) Liable for Rejection Criteria

~~Clause mentioned under loading criteria.~~

Non-compliance/non-acceptance to any of the terms and conditions of the tender shall render the bid liable for rejection. Equal time and opportunity for submission of deficient techno commercial documents and clarification shall be given to the bidders. Bidders are required to submit such documents / clarifications within the duration / date stipulated by MDL failing which their bids will be rejected.

12. OEM/Authorised Dealer/Agents of Supplier

Except in case of Commercially-Off-the-Shelf (COTS) items, when firm submits quotation for an item manufactured by some different company, the firm is also required to attach, in its quotation, the manufacturer's authorisation certificate and also manufacturer's confirmation of extending the required warranty for that product. In the tender, either the manufacturer or its authorised dealer can be considered as valid bidders.

In cases where the manufacturer has submitted the bid, the bids of its authorised dealer will not be considered and EMD will be returned. And in case of violations, both infringing bids will be rejected.

There can be only one bid from the following:

- i) The principal manufacturer directly or through one Indian agent on his behalf; and
- ii) Indian/foreign agent on behalf of only one principal.

13. Performance Security Bank Guarantee (PSBG): -

i) The bidder shall submit Performance Security {Performance Bank Guarantee (PBG) cum Security Deposit (SD)} for an amount of **5 % of the value of the contract** (excluding taxes & duties) as per **Enclosure-10** and valid for a period of two month more than warranty period or agree for retention of equivalent amount by MDL up to the period till completion of contractual & Guarantee/ Warranty obligations.

ii) Performance security may be furnished in the form of NEFT / Demand Draft / Pay order / Bank Guarantee / Insurance Security Bond / e-Bank Guarantee in favour of Mazagon Dock Shipbuilders Limited, Mumbai from the list of Banks approved by SBI / Canara Bank published on MDL website.

iii) In cases if the supplier / contractor has not submitted the Performance security and already commenced supply / services, Performance security will be withheld from his bills, if any. In such case, interest will be recovered for the period starting from 26th day of transmission / notification of order/contract by any mode and amount involved at the relevant rate of interest. For foreign supplier, it will be EUROBOR/LIBOR plus 2%. For Indian suppliers, it will be SBI BPLR plus 2%.

iv) Performance Security is to be furnished within 25 days after notification of the award of contract and it should remain valid for a period of 60 (sixty) days beyond the date of completion of all contractual obligations of the supplier, including warranty obligations.

v) In case of failure to submit performance security by the supplier within 25 days of transmission / notification of order by any mode, EMD (if available) will be forfeited and MDL reserves the right to cancel the order and invoke the risk purchase clause.

vi) The performance security will be forfeited and credited to MDL's account in the event of a breach of contract by the contractor. It will be refunded to the contractor without interest, after duly performing and completing the contract in all respects.

vii) No exemption will be granted to any unit including MSME, SSI units and MDL Registered suppliers.

viii) In the event of defects due to poor workmanship leading to non-performance of the Equipment/Item and bidder failure to attend the Guarantee/Warranty defects within 45 days from date of intimation or as agreed during TNC the performance security shall be forfeited.

ix) If it is established that the contractor has failed to comply with the Guarantee/warranty obligations, the PSBG will be encashed by MDL. MDL's decision in this regard shall be final and binding on the supplier / contractor.

14. Guarantee & warranty:

Supplied items shall be warranted for 12 months from date of completion of job. Valid warranty certificate must be submitted. During this period, all defect arising out of defective material and faulty workmanship will be rectified by repairing or replacing part or whole material as necessary free of charge on delivery basis. Any consequential damage/defect or loss of item due to poor workmanship/poor material quality/ negligence etc. attribute to the bidder to be rectified / replaced by the bidder free of cost.

15. Pricing:

- i) Bidders shall quote the prices of all services/items listed in the tender enquiry for delivery of the services/items in Mazagon Dock Shipbuilders Limited Stores. The prices quoted shall remain firm and fixed during the currency of the order / contract period unless agreed otherwise by MDL.
- ii) Bidder shall quote the prices for services indicated / listed provided in the E-tender for execution of the services complying with the terms and conditions indicated at the Scope of Work.
- iii) Bidders may please note that the Indian bidders are required to quote in Rupees only. The quoted prices shall remain firm and fixed during the currency of the order / contract period unless agreed otherwise by MDL.
- iv) The reference price, if any, indicated anywhere in the tender document against each line item is only notional and has no commercial relevance. Therefore, such reference price should not be considered as guidance price and the bidders shall quote their price based on their costing and pricing policies.

16. Firm Price / Price Variation:

Prices quoted by bidder shall remain firm and fixed during the period of the contract and not subject to variation on any account.

17. Payment Terms:

No Advance in any manner will be paid to the Supplier / Bidder / Vendor / Contractor.

100% payment of each main line item will be made against completion off activities mentioned and as reduced by any deductibles and/or the amount leviable towards liquidated damages, if any and after including statutory taxes, duties and levies as applicable may be payable through RTGS/NEFT within 15 days for actual quantities of work executed and on submission of relevant documents as mentioned below:-

- i) Set of Original + 2 Copies of signed Tax Invoice showing item / activity wise prices as per the Contract / Order to be submitted to Commercial Department, East Yard.
- ii) Work Completion Certificate signed by MDL designated Executive not below the rank of Chief Manager.
- iii) Set of Original+2 copies of Warranty Certificate as per **Enclosure-12**.
- iv) Set of Original+2 copies of PSBG as **Enclosure-10**.
- v) Certificate issued by MDL confirming that the work is completed in time and no penalty is applicable OR in case of delays, admissible amount of penalty will be specified by MDL in this certificate for reduction of equal amount from Contractor's invoice. (MDL will issue this certificate generally by email immediately on completion of the work).
- vi) Set of Original+2 copies of Certificate issued by MDL for acceptance of any additional document decided during TNC.

18. Trade Receivable Discounting System (TReDS) for MSEs:

- a) TReDS is a digital platform to help MSMEs to address their financial needs for facilitating the financing of trade receivables from buyers, through multiple financiers. TReDS is governed by the Reserve Bank of India under the Payment and Settlement Systems Act, 2017 and the Factoring Regulations Act, 2011. Under the TReDS initiative, at present, RBI has given licenses to three participants (A. TReDS Ltd, RXIL, M1 Xchange). MDL is registered for TReDS online platform with A. TReDS Ltd, and M1Xchange to facilitate payments to MSMEs through TReDS. At TReDS, auctioning of invoices at competitive and transparent environment is done by financiers based on Buyer's credit profile.

- b) MSE bidders desirous to receive payments through TReDS platform may avail the facility if they are already registered on TReDS platform or by registering on any one of the service provider. Contact details of TReDS platform service providers are to be indicated. 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 a particular TReDS platform must submit their 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 that particular 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.

19. Taxes and Duties:

- i) Bidders must quote the amounts of Taxes and Duties as applicable, separately, duly indicating the base amount(s) and the applicable rate(s), under each of the heads indicated above. Wherever Exemption Certificates are issued, no liability for payment of taxes and duties arises and hence taxes and duties shall not be reimbursed / allowed.
- ii) Wherever all-inclusive prices are quoted by the Tenderer(s) without bifurcation of tax elements, no escalation can be considered in respect of any variations in statutory levies arising subsequently because of the absence of the required base figures in the purchase order / contract.
- iii) No increases in price shall be admissible/allowed on account of any statutory increase in or fresh Imposition of GST, customs duty or on account of any other taxes/ duty/ cess/ levy), leviable in respect of the goods and services specified in the said contract which takes place after the original delivery date.
- iv) Notwithstanding any stipulation in the contract for increase in price on any other ground including price variation clause or foreign exchange rate variation, no such increase which takes place after the original delivery date shall be admissible on such of the said goods as are delivered after the said date.
- v) But nevertheless, MDL shall be entitled to the benefit of any decrease in price on account of reduction in or remission of GST, Customs duty or on account of any other Tax or duty or on any other ground as stipulated in the price variation clause or foreign exchange rate variation which takes place after the expiry of the original delivery date.

Note:

- a) GST shall be payable extra as quoted and agreed as per GST Laws.
- b) In case of purchases of goods/services from unregistered dealers under GST Laws, GST will be paid by MDL under reverse charge mechanism.
- c) 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 unregistered 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.
- d) If the vendor is registered under GST, vendor shall mention the HSN code for goods and/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 and/or services is that of the vendor. MDL shall not be responsible for any error in HSN code for goods and/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.
- e) 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.

- f) 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.
- g) 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).
- h) If the vendor is registered under GST, vendor shall file all applicable returns under GST Laws in the stipulated time and 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 and complied by the supplier/contractor with the requirement of GST along with satisfactory evidence.
- i) The rate sheet enclosed with the tender will indicate the rates to be entered under each head wherever applicable. Bidders must clearly mention the applicable taxes and duties. The item-wise rates (Inclusive of packing forwarding, freight & insurance) quoted in the rate sheet should exclude taxes and 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 (Inclusive of packing forwarding, freight & insurance).

20.E-invoice:

The vendors, whose aggregate turnover in any preceding financial year from FY 2017-18 onwards, exceeds INR 5 crore as per GST Act or as applicable from time to time, will have to issue an e- Invoice with a Quick Response (QR) code and Invoice Registration No.(IRN), It is important to note that MDL will not be entitled for Input Tax Credit (ITC)/GST on a vendor Invoice which is not compliant with the above e-Invoice notification. Wherever GST is applicable, payment will be released against e- Invoice, or Invoice accompanied with vendor's self-declaration that "we do not fall under the category of registered persons notified under Rule 48(4) of the Central GST Rules, 2017 and we are not required to comply with e-Invoicing provisions under GST Act, as our aggregate turnover in any preceding financial year from 2017-18 onwards has not exceeded INR 5 crore as per GST Act".

21.Ranking of Bids:

Ranking of price bids shall be done groupwise as per evaluation criteria at Sr. No.22 excluding GST. If any variations in statutory levies, the break up in respect of taxes, duties and levies is clearly and separately furnished in the bid and MDL is satisfied that the rates of taxes, duties & levies indicated therein are in line with the tax law so that escalation due to variation in the taxes, duties & levies can be justifiably considered to the extent legitimately allowable on the base amount(s) indicated in the bid. Therefore, bidder is requested to show the break up regarding taxes, duties & levies as applicable in the bid.

On-line Ranking visible to the bidders after opening part II price bid is without loading parameters.

However, the L1 bidder will be evaluated offline after consideration of all applicable evaluation criteria, loading parameters as mentioned in the tender document and commercial terms.

22. Evaluation criteria:

- i. Evaluation of L1 will be group wise and separate order will be placed for both groups (Group A & B) on two different vendors.
 - **Group A** :- SONAR DOME, UPPER AND LOWER RUDDERS,,AFT HYDROPLANE (PORT & STBD) STERN TUBE, PR LINE ITEMS:-100,200,300,500
 - **Group B** :- FOREBODY & AFTBODY, INTERNAL TANKS.CRADLE SHIFTING & NONHY80 FOUNDATIONS ETC-FROM PR LINE ITEM -600 TO 900).
- ii. L1 will be given the order for the respective groups, if L1 is different for each group.
- iii. In case one firm is L1 in both groups, then order will be placed on the firm for Group A which is having maximum work. Maximum work is based on volume of work in Group A.
- iv. For Group B, L2 firm will be asked to match L1 price of that group and order will be placed on L2 subject to acceptance of L1 rates. If L2 is not willing, the process will be repeated with L3, L4 etc. in sequence and process the orders.
- v. In case of any freak low bid, such offers will not be considered for processing the placement of order considering stringent timelines of MRLC-2 and further due to reason that it results into either non-performance of the vendor or delayed performance or cancellation of orders at the risks and costs at so belated stage that the adverse effect of this has already occurred on project schedule.
- vi. In case of retender, the firms, on whom the order is already placed for any group will not be considered for balance work.

23. Loading criteria:

Deviations sought by the bidder in respect of following terms shall be loaded on the bidder/s quoted prices during price evaluation by MDL. The loading criteria that will be adopted as detailed below:

- a. Payment Terms: - Varied payment terms quoted by indigenous bidders as compared to the terms stated in the tender document shall be normalized by adopting the Prime Lending Rate of State Bank of India plus 2% thereon on the amount (s) at variation and / or for the period (in no. of days) at variation and LIBOR / EURIBOR rates plus 2 % or 6% whichever is higher in case of foreign bidders.
- b. Delivery of the services at MDL premises should be responsibility of the supplier. However, for unavoidable reasons, if bids are exclusive of transport and / or insurance, the same will be loaded at the cost to be incurred by MDL.
- c. For the additional delivery period sought by the bidder over the stipulated date of delivery as per Tender, 0.50% per completed week will be loaded to the quoted price.
- d. Deviations sought in respect of rate per week and / or maximum ceiling in respect of liquidated damages shall be loaded to the quoted price. For example, the maximum ceiling towards liquidated damages stipulated in the Tender is 5% and the bidder seeks to limit it to, say 3.50% then the price quoted will be loaded by 1.5%. If the rate of LD per week is 0.50% per week or part thereof as per tender and the bidder seeks it as, say, 0.40% per week or part thereof, the maximum ceiling on LD as per tender will first be equated to weeks (10 weeks in this case) and the rate proposed by the bidder i.e. 0.40% will be multiplied by the so equated maximum period (which works out to 4%) and the quoted price will be loaded accordingly by 1%. Delivery being the essence of the contract, it is desirable if the bidder(s) adhere to the stipulated clause.
- e. Deviations in respect of the period of Warranty / Guaranty shall be loaded to the quoted price @ 0.25% per month or part thereof. This does not arise if the bidder quotes additional price for the differential period.
- f. Deviations in production norms such as scrap percentage, output-input ratio etc., shall be normalized with reference to the extent of deviations in the production norms and landed cost of basic material content involved therein.

24. Freak Low Quotes:

Freak low is calculated as below:

When the quoted L-1 rate is less than Cost Estimate / NLPP by more than 40% w.r.t. Cost Estimate / NLPP and if the quoted L-1 rate is less than L2 by more than 30% w.r.t. L2

25. Tie Breaker:

When multiple vendors quote same price for particular item(s)/services under such situation, following action in given sequence shall be done:

- (a) ~~In case of divisible, 50-50 qty to be given to each.~~
- (b) In case of non-divisible, supplementary bid asking for discount to be obtained.
- (c) In case of both divisible or non-divisible, lottery option to be exercised after above options are not conclusive.

26. Purchase Preference to Micro and Small Enterprises(MSEs):

Micro and Small Enterprises (MSEs) registered under Udyam Registration or as directed by government are eligible to avail the benefits under the policy. This Policy is meant for procurement of only goods produced and services rendered by MSEs. Traders/Distributors/Sole Agents/Works Contract are excluded from the purview of the policy. MDL has right to place order on MSE Manufacturer and MSE Service Provider meeting following criteria:

~~(a) In tender, participating Micro and Small Enterprises (MSE) quoting price within price band of L1+15 (fifteen) per cent shall also be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE and such MSE shall be allowed to supply up to 25 (twenty five) per cent of total tendered value. The 25 (twenty five) per cent quantity is to be distributed proportionately among these bidders, in case there are more than one MSEs within such price band.~~

~~(b) Within this 25% (Twenty Five Percent) quantity, a purchase preference of four (4) per cent is reserved for MSEs owned by Scheduled Caste (SC)/ Scheduled Tribe (ST) entrepreneurs and three (3) percent is reserved for MSEs owned by women entrepreneur (if they participate in the tender process and match the L1 price). However, in event of failure of such MSEs to participate in tender process or meet tender requirements and L1 price, four percent sub-target for procurement earmarked for MSEs owned by SC/ST entrepreneurs and three (3) percent earmarked to women entrepreneur will be met from other MSEs. MSEs would be treated as owned by SC/ ST entrepreneurs:~~

- ~~(i) In case of proprietary MSE, proprietor(s) shall be SC/ST;~~
- ~~(ii) In case of partnership MSE, the SC/ ST partners shall be holding at least 51% (fifty one percent) shares in the unit;~~
- ~~(iii) In case of Private Limited Companies, at least 51% (fifty one percent) share shall be held by SC/ ST promoters.~~

(c) If subcontract is given to MSEs, it will be considered as procurement from MSEs.

(d) In case of tender item cannot be split or divided, etc. the MSE quoting a price within the band L1+15% may be awarded for full/ complete supply of total tendered value to MSE, considering the spirit of the Policy for enhancing Govt. Procurement from MSEs.

(e) In respect of items reserved for MSE-Manufacturers, extant guidelines shall be followed. Presently Circular No. S.O. 581(E) dated 23.03.2012 is applicable. The latest list may be seen from the website of the MSME Ministry.

27. Purchase Preference to Make in India 2017:

Preference to Make in India' clause shall be applicable to all procurement undertaken at MDL for tenders which covers goods, services or works or their combination. Accordingly, present requirement will be governed by Purchase Preference to Make in India 2017 as specified at **Enclosure-24**.

28. Modification to Bids:

- (a) Bidders may revise their bids prior to the original or extended closing date and time of the tender.
- (b) It shall be the responsibility of the bidder to ensure that the covers containing modified bids are clearly marked as "Modified / Revised Bid" and deposited in the designated tender box before the tender closing date and time."

29. Deviations:

It will be our endeavour to receive bidder's complete offer with acceptance of all the Terms of this tender enquiry without deviations on or before the tender due date & time. Bidder shall abide by all the clauses of Tender Enquiry Form (T.E.F) & and GENERAL CONDITIONS OF CONTRACT (GCC) acceptance formats as per **Enclosures-01 & 05** contained therein should be properly filled, signed by the bidder along with (PART-I) techno-commercial bid. The bidder also hereby confirms acceptance & compliance to the Scope of Supply (**Enclosure-2**) and other Enclosures attached herewith. The bidder shall also abide statutory requirements, Official Secret Act 1923 clauses as per **Enclosure-8**.

The bidder hereby further confirms that only those deviations which could not be avoided at the time of submission of the offer, have been recorded on a Prescribed format of Deviation sheet (**Enclosure-16**) indicating all relevant details such as Number & description of the Clause, Reasons for Deviation and suggested alternative(s) and submitted in the Technical Bid (PART-I) of the offer and only these deviations thus recorded and submitted need to be considered by MDL for evaluation of the bid.

Bidder (s) to also note that deviations taken by them if any, but not appearing or listed in the Deviation sheet (Enclosure-16) WILL NOT BE CONSIDERED BY MDL.

30. Export License:

The Export licence that may be required for delivery of various items / equipment to MDL shall be arranged by the respective Bidders / Suppliers / Contractors from the concerned authorities in their respective countries. The Bidders / Suppliers / Contractors shall take in to account the period required for obtaining such license while indicating delivery / completion periods for the items / equipment and delays in supplies for non-availability of such licenses are to be accounted for by the Supplier / Contractor. The 'End User' certificate if required by the supplier for obtaining the license is to be forwarded by MDL. However, the format and details of the end user certificate required should be forwarded by the supplier to MDL along with the order acceptance. The dealing commercial executive shall arrange the end user certificate and dispatch the same to the supplier most expeditiously.

31. Free Issue Material Bank Guarantee (FIMBG):

(i) Any MDL supplied material, if required to be taken outside MDL by subcontractor, same will be allowed only on submission of FIM-BG. The cost of FIM-BG will be provided on case to case basis & on as and when required basis. Any material which is procured by subcontractor can be taken outside for any specific activities without FIM BG if payment towards the same is not done by MDL.

(ii) In cases where the materials such as MS / AL sheets, Steel, Components etc. are required to be issued free of cost to the Supplier for Galvanizing, Heat treatment, Fabrication, Fitment etc. on returnable basis, the Supplier shall furnish Bank Guarantee equivalent to the value of materials supplied by MDL free of cost for works undertaken outside MDL premises.

~~(iii) However, in cases such as low value contracts involving high value materials etc., the submission of Indemnity Bond and provision of insurance cover with MDL as the beneficiary may be accepted with prior approval of the CFA. For any items that are being taken out for repairs during warranty period then a separate BG equivalent to the value of item need not be taken if valid PBG is available to cover the cost of item. Such Bank Guarantee / Indemnity Bond / Insurance Cover shall be valid up to the execution of the contract / delivery of material, inspected / accepted and receipt at MDL. Indemnity Bond on INR 500 Non-Judicial Stamp Paper to be/Letterhead to be submitted.~~

(iv) On completion / execution of the Order / Contract as per approved drawings and plans such as nesting plan, this should be returned within a period of 15 days from the date of receipt of finished product and leftover material in MDL OR any other location specified in the order along with the certified statement of reconciliation of MDL's property showing following details as below and certified by an Officer of the rank of Chief Manager & above. Certified Reconciliation Statement should be enclosed with the invoice for enabling payment.

(i) Quantity of material issued.

(ii) Quantity of materials consumed / vis-a vis percentage of job completed.

- (iii) Quantity of material returned to respective stores / held in stock by Contractor at his end.
- (iv) Actual quantity wasted / scrapped as a by-product of process as against stipulated amount.

(v) Supplier / Contractor shall also furnish undertaking regarding protection of intellectual property rights and that issued design drawing will be returned without reproducing and retaining any copies at their end.

32. Debarment of bidders / suppliers:

- i) False declaration will be in breach of Code of Integrity under Rule 175(1)(i)(h) of GFR 2017 for which a bidder or its successors can be debarred for up to 2 years as per Rule 151(iii) of GFR 2017 along with such other actions as may be permissible under law.
- ii) A supplier who has been debarred by any procuring entity for violation of said Order shall not be eligible for preference under said Order for procurement by any other procuring entity for the duration of debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities, in such a manner that ongoing procurements are not disrupted.

33. Provisions of Official Secrets Act, 1923:

Extract of provisions of the Official Secret Act as per the enclosure should be signed stamped and enclosed in the offer.

34. Public Grievance Cell:

A Public Grievance Cell headed by Shree R R Kumar (ED-Production), President, has been set up in the Company. Members of public having complaints or grievances are advised to contact him on Wednesday between 10.00 hours and 12.30 hours in his office on 3rd floor, west Block, MAZAGON DOCK SHIPBUILDERS LTD, Dock Yard Road, Mumbai 400010, INDIA or send their complaints / grievances to him in writing for redressal. His Telephone No. is 022 2378 2338, 2376 2106.

35. Book Examination Clause (BEC):

In case it is found to the satisfaction of MDL that the Supplier 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 penalty for use of undue influence, the supplier, on a specific request of MDL shall provide necessary information/inspection of the relevant financial documents/information.

36. Liquidated Damages:

- (a) Time is an essence of the contract therefore the job, as ordered, should be completed on the dates mutually agreed upon in accordance with the delivery schedule.
- (b) If the contractor fails to deliver any or all of the Goods or fails to perform the incidental Works/ Services (e.g. installation, commissioning or operator training) within the time frame(s) incorporated in the contract, MDL shall, without prejudice to other rights and remedies available to MDL under the contract, deduct from the contract price, as agreed liquidated damages, but not as a penalty, a sum equivalent to the 0.5% percent of the delivered price of the delayed Goods and/ or incidental Works/ Services for each week of delay or part thereof until actual delivery or performance, subject to a maximum deduction of the 10% of the delayed Goods' or incidental Works/ Services' contract price(s)
- (c) LD will be applicable on entire contract value.

37. Hindrance Register:

- (a) Wherever applicable such as where submission, approvals and clearances are required, Hindrance register will be maintained & 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.
- (b) Executive in the rank of Chief Manager and above shall be the nodal executive of the User Department.
- (c) The Hindrance register shall document the following aspects post placement of the PO/contract:

(i) Reasons for the delay vis-à-vis the mutually agreed schedule (Hindrance) viz. Delay in MDL Inputs (Drawings/Material/Documents/Services/ Inspection call), Delay by TPI/Inspection Agency/Customer(Navy), Delay on account of specialist services, Non-performance by the contractor, Delinquency by the vendor, Force majeure, any other relevant reason.

(ii) Source for the delay (Attributability) viz. Delinquent vendor, Contractor, MDL, TPI/Customer (Navy), Specialists, Inspection Agency like DQA(N) or equivalent, any other agency.

(iii) All the hindrances with date of occurrence and removal are to be noted in the hindrance register. Hindrance register will be signed by both the parties i.e. User Department and Contractor. Executive in the rank of CM and above in case of MDL, the nodal executive of the User Department and Site-In-Charge of the supplier or their authorised signatories are only authorised to sign the hindrance register. In case of goods/supply orders, correspondence done with supplier/ customer shall be recorded by Commercial/Materials Department in the Hindrance Register.

(iv) The contractor may also record their observations in the Hindrance register. Any objections raised by the contractor should be promptly attended to and resolved without any delay.

(v) In case the contractor has a different opinion for hindrance and a dispute arises, then the matter shall be referred to the next higher authority and the decision to be communicated within 15 days. The contract awarding department shall incorporate a suitable clause in the tender document to the effect that the decision of the next higher authority in case of dispute in respect of hindrances during the course of executing an order/contract shall be final and binding on the contractor.

38.Integrity Pact:

a) Bidder to submit Integrity Pact as per **Enclosure-11**.

b) The duly signed Integrity Pact scan copy to be uploaded in tender and original to be given at MDL Commercial East Yard.

c) Each page of Integrity pact shall be duly signed by the bidder. Non-submission of Integrity pact by the bidders duly signed on each page along with Part-I bid shall be categorically rejected.

d) For any administrative enquires and clarification on tender, bidders shall contact Commercial Dealing Executive.

e) In case of issues related to Integrity Pact (IP) please contact Independent External Monitor (IEM) whose details are as below:

i) Mr. Sudhir Chowdhary

Email id: sudhirchowdhary38@yahoo.com

ii) Mr. P V Rao

Email id: pasupuletirao@yahoo.co.in

39.Option Clause:

MDL retains the right to place orders for an additional quantity up to 50% of the originally contracted quantity at the same rate and terms & conditions of the contract, during the validity of the contract. This clause and quantum (percentage) should be part of the Bid document and the contract.

40.Common / Deemed DPSU registration and Green Channel Status clause:

i) Suppliers / Contractors registered in other Defence PSUs for the tendered item / service shall be considered by MDL as Deemed Registered.

ii) Green Channel Policy is formulated by DDP, MoD and promulgated vide O.M. No. 43(5)/2015/D(QA) dated 24.03.2017. Suppliers holding Green Channel Certificate for the tendered item shall be considered by MDL as Deemed Registered.

41.Land Border Clause:

(Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017)

i) MoF DoE vide OMs No 6/18/2019-PPD dated 23 Jul 2020 & 24 Jul 2020 and OM No F.7/10/2021/-PPD(1) dated 23.02.2023 has promulgated restrictions and procedure for buying from a bidder from a country which shares a land border with India under GFR Rule 144 (xi) on the grounds of Defence of India and National Security for information and compliance.

- ii) The Orders stipulate mandatory registration with competent authority and seeking certificate of compliance with this Order from the bidder from a country which shares a land border with India in the tender process. Exclusions from these restrictions have also been enlisted in the Order. The Competent authority for the purpose of registration under this Order shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT).
- iii) A bidder is permitted to procure raw material, components etc. from the vendors from countries which shares a land border with India. Such vendors will not be required to be registered with Competent Authority, as it is not regarded as "sub-contracting". However, if bidder has proposed to supply finished goods procured directly/ indirectly from the vendors from the countries sharing land border with India, such vendor will be required to be registered with the Competent Authority.
- iv) The bidder has to enclose filled signed and stamped certificate for "Declaration of Compliance on Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017" as per the **enclosure-06**

42. Consignee details:

The Successful bidder/s shall arrange dispatch of goods by appropriate transport mode as per the order to 'Mazagon Dock Shipbuilders Limited Stores' (At address intimated by MDL representative) on working days (Monday to Friday) between 8.00 hrs to 15.00 hrs (Lunch Time 11.30 to 12.00 hrs). In case truck/tempo reaches our yard beyond above time the same may be retained over night at your risk & cost. Unloading may take 4 Hrs or more due to administrative constraints, bidder should plan accordingly.

43. Mode of Dispatch:

The mode of dispatch will be by Road.

44. Inspection and Testing:

The stage inspection & final inspections will be carried out by MDL (QA-EY) and Naval Inspection Authorities ie SRMT. The defects rectification / rework applicable after any stage of inspection shall be carried out by subcontractor at no extra cost. All the work carried out by subcontractor will be accepted only after the final clearance from MDL (QA-EY) and Naval Inspection Authorities ie. SRMT. The decision of the Inspection Authority on any question of intent, meaning and scope of the work / documents/ specifications / standards shall be final and conclusive and binding on subcontractor.

- I. Inspection will be undertaken by QA-EY, RMT as per approved QAP.
- II. Destructive tests required for fabrication of structures are to be arranged by the subcontractor at their own cost at Govt. approved lab.
- III. The subcontractor(s) have to arrange all the required Non-destructive testing as per drawing & COS. (to be conducted in laboratory) such as RT, DP, MPI, UT, etc. to be taken at various stages as indicated by the inspection agency at their cost. Class II film to be used for RT report.
- IV. For all welded join 100%visual inspection,30%RT,30% MPI/DP.
- V. The defects rectification / rework applicable after any stage of inspection shall be carried out by subcontractor at no extra cost to MDL. All the work carried out by subcontractor will be accepted only after the final clearance from MDL (QA-EY) and Naval Inspection Authorities i.e. RMT (MB).
- VI. The decision of the Inspection Authority on any question of intent, meaning and scope of the work / documents/ specifications / standards shall be final and conclusive and binding on subcontractor.
- VII. Radiography of welded joints. (Contractor has to utilize MDL approved contractor on payment basis.)

Supplier to submit:-

- a) Certificate of Conformity as per MDL format at **Enclosure 17** conforming that the items supplied are as per the specification and description mentioned in the order signed by supplier.
- b) Guarantee certificate as per **Enclosure 12**

45. Receipt Inspection by MDL

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. Goods accepted by the purchaser at the initial and final inspections, in terms of the contract, shall in no way dilute the purchaser's right to reject them later, if found deficient in terms of the warranty clause of the contract.

46. Breach of Obligation Clause with respect to Bid Submitted

In case of breach of any obligation mentioned under, the bidder shall be disqualified / debarred from the bidding process for a period of one year from the date of notification,

- i) Bidder has withdrawn / modified / amended / impaired / derogated from the tender during the period of bid validity.
- ii) Bidder fails or refuses to execute the contract upon notification of acceptance of bid by MDL during the period of bid validity.

47. Workmen Safety and Insurance

The service provider shall alone be fully responsible for safety and security and insurance or life insurance of their personnel who is working on the operation and maintenance works. The service providers (a) shall take out and maintain, and shall cause any Subcontractors to take out and maintain, at their (or the Subcontractors', as the case may be) own cost but on terms and conditions approved by the MDL, insurance against the risks, and for the coverage, as shall be specified in the TEF; and (b) at the MDL's request, shall provide evidence to the MDL showing that such insurance has been taken out and maintained and that the current premiums have been paid. The service provider shall provide and ensure sufficient protection gears like safety shoes, hand gloves, ladders, etc. are being used by their workers while carrying out works. MDL shall not be liable for any compensation in case of any fatal injury/death caused to or by any man power while performing/discharging their duties / for inspection or otherwise.

48. Right to reject any or all bids

MDL reserves its right to accept or reject any or all bids, abandon / cancel the tender process, and issue another tender for the same or similar Goods/Services at any time before the award of the contract. It would have no liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for such action(s).

49. Contacting MDL during the evaluation

From the time of bid submission to awarding the contract, no bidder shall contact MDL on any matter relating to the submitted bid. If a Bidder needs to contact MDL for any reason relating to this tender and/ or its bid, it should do so only in writing or electronically. Any effort by a Bidder to influence MDL during the processing of bids, evaluation, bid comparison or award decisions shall be construed as a violation of the Code of Integrity, and bid shall be liable to be rejected as nonresponsive in addition to other punitive actions for violation of Code of Integrity as per the Tender Document.

50. Working on MDL Holidays

Intimation for working on Saturday / Sunday / holidays if required should be submitted by the vendor 2 working days prior to the date of holiday indicating names of personnel to Personnel Department and Security through concerned User Department.

51. Claims by firms

No claims by the firms will be entertained after 03 years from date of execution/completion of order.

52. Cancellation / Foreclosure / Termination of order

Action for cancellation / foreclosure / termination of order shall be taken in any of the following conditions / circumstances.

- i) On the basis of Government Order.
- ii) Defaults / Breach on part of the contractor / Supplier / supplier in complying with agreed terms of order / contract.
- iii) Liquidation / Dissolution of the Firm or entity on whom the original order is placed.
- iv) Unreasonable delays in supply of ordered articles or services or documentation.
- v) Supplies made not meeting the ordered specifications.
- vi) Activities of any of the Proprietor / Partner being found to be Antisocial / Anti -National liable for penal action under Indian Penal Code or imposed with penalty of black listing / debarred by MDL, Owners, Govt. of India or any such authorities at any time during validity of the contract / order.
- vii) The Purchase Order not accepted by the vendor within the stipulated period.
- viii) When the contractor / Supplier is found to be liable for action under any of the above provisions, MDL may terminate or cancel the contract / order in part or full by written notice of default sent to the contractor / Supplier without prejudice to any other remedy invoking risk purchase clause and execution of work / order through other agencies.

53. Cartel Formation/Pool Rates

- i) Pool/cartel formation is against the basic principle of competitive bidding and defeats the very purpose of an open and competitive tendering system. Such and similar tactics to avoid/control true competition in a tender leading to "Appreciable Adverse Effect on Competition" (AAEC) have been declared as an offence under the Competition Act, 2002, as amended by the Competition (Amendment) Act, 2007.
- ii) If this is found, suitable administrative actions can be resorted to, such as rejecting the offers, reporting the matter to trade associations, the Competition Commission or NSIC, etc., and requesting them, inter-alia, to take suitable strong actions against such firms. The purchaser may also debar the tenderers indulging in cartel formation/collusive bidding/bid rigging for a period of two years from participation in the tenders of the Purchaser.

54. If a firm quotes NIL charges/consideration against the tender, the bid shall be treated as unresponsive and will not be considered.

55. QAP:

Draft QAP is enclosed as per **Annexure-1**. The subcontractor is to prepare and submit the final QAP to MDL for approval within 05 days of placement of order and MDL will provide approval within 7 working days on submission of QAP.

56. Conflict of Interest among Bidders/ Agents:

A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of MDL's interests. The bidder found to have a

conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:

- (i) they have controlling partner (s) in common; or
- (ii) they receive or have received any direct or indirect subsidy/ financial stake from any of them; or
- (iii) they have the same legal representative/agent for purposes of this bid; or
- (iv) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder; or
- (v) Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/ Assemblies from one bidding manufacturer in more than one bid.

(vi) In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorise only one agent/dealer. There can be only one bid from the following:

- (aa) The principal manufacturer directly or through one Indian agent on his behalf; and
- (ab) Indian/foreign agent on behalf of only one principal.

(vii) Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid;

(viii) In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business.

57. Non-Disclosure Agreement (NDA)

- (i) The successful bidder/s shall necessarily submit Non-Disclosure Agreement as per **Enclosure-23** after placement of order. This Non-Disclosure Agreement to be executed on a non-judicial stamp paper of INR 500.00. The Specifications, drawings, work instructions and protocols such issued shall be on returnable basis, without reproduction/retention of the copies at the bidder's end. However, the successful Bidder/s (Contractor/s) would have to submit NDA as per the then prevailing format, at the time of order placement. The same would be made available at appropriate time.
- (ii) Firms already registered MDL and working in MRLC projects not required to submit NDA.
- (iii) Drawings will be issued on submission of NDA.

58. Registration on Government e-marketplace (GeM) Portal:

Bidders shall mandatorily forward the unique GeM Seller ID and submit the same to MDL prior to Price Bid opening. Non-submission of Unique GeM Seller ID is under rejection criteria. The unique GeM seller ID shall form part of the purchase order.

59. Order Acceptance:

Successful bidder shall acknowledge the receipt and communicate in writing their unconditional acceptance of order within 10 working days from the date of placement of the order. If nothing to the contrary is received within 10 working days from the date of placement of order, it shall be understood that the order has been accepted.

All other terms and conditions not mentioned above but mentioned in Scope of work at the enclosure will be applicable.

We look forward to receive your most competitive and reasonable offer against this tender.

For MAZAGON DOCK SHIPBUILDERS LIMITED

Sumit Singh Bisht, DM (C-EY)

Email: sbisht@mazdock.com

Phone: 022-2376-2615

(Purchase Executive)

List of enclosures:

1. Enclosure 1: TEF acceptance Format.
2. Enclosure 2: Scope of work
3. Enclosure 3: Rate sheet
4. Enclosure 4: General Conditions of Contract (GCCs)
5. Enclosure 5: Acceptance format for General Conditions of Contract (GCCs)
6. Enclosure 6: Declaration of Compliance on Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017
- ~~7. Enclosure 7: Declaration certificate for local content~~
8. Enclosure 8: Extract of provisions of the official secrets act, 1923
9. Enclosure 9: Performa bank guarantee for bid bond / EMD
10. Enclosure 10: Performa bank guarantee for Performance Security
11. Enclosure 11: Format for Integrity Pact
12. Enclosure 12: Format for warranty certificate
- ~~13. Enclosure 13: Deed of guarantee~~
14. Enclosure 14: Format for Free Issue Material Bank Guarantee
- ~~15. Enclosure 15: Format for Indemnity bond against Free Issue Material~~
16. Enclosure 16: Deviation Sheet Performa
17. Enclosure 17: Format for Certificate of Conformity
- ~~18. Enclosure 18: ILMS Format~~
19. Enclosure 19: Format of Shelf Life Certificate
20. Enclosure 20: Requirement Matrix
21. Enclosure 21: NEFT/RTGS Format / Bank Details
22. Enclosure 22: Conflict of Interest among Bidders/ Agents
23. Enclosure-23: Non-Disclosure Agreement
24. Enclosure-24: Purchase Preference to Make in India 2017

Note: Bidders have to upload filled and signed enclosures along with the offer

TEF ACCEPTANCE FORMAT

TEF CLAUSE No.	BIDDER'S REMARK	TEF CLAUSE No.	BIDDER'S REMARK	TEF CLAUSE No.	BIDDER'S REMARK
1.	ACC / DEV	2.	ACC / DEV	3.	ACC / DEV
4.	ACC / DEV	5.	ACC / DEV	6.	ACC / DEV
7.	ACC / DEV	8.	ACC / DEV	9.	ACC / DEV
10.	ACC / DEV	11.	ACC / DEV	12.	ACC / DEV
13.	ACC / DEV	14.	ACC / DEV	15.	ACC / DEV
16.	ACC / DEV	17.	ACC / DEV	18.	ACC / DEV
19.	ACC / DEV	20.	ACC / DEV	21.	ACC / DEV
22.	ACC / DEV	23.	ACC / DEV	24.	ACC / DEV
25.	ACC / DEV	26.	ACC / DEV	27.	ACC / DEV
28.	ACC / DEV	29.	ACC / DEV	30.	ACC / DEV
31.	ACC / DEV	32.	ACC / DEV	33.	ACC / DEV
34.	ACC / DEV	35.	ACC / DEV	36.	ACC / DEV
37.	ACC / DEV	38.	ACC / DEV	39.	ACC / DEV
40.	ACC / DEV	41.	ACC / DEV	42.	ACC / DEV
43.	ACC / DEV	44.	ACC / DEV	45.	ACC / DEV
46.	ACC / DEV	47.	ACC / DEV	48.	ACC / DEV
49.	ACC / DEV	50.	ACC / DEV	51.	ACC / DEV
52.	ACC / DEV	53.	ACC / DEV	54.	ACC / DEV
55.	ACC / DEV	56.	ACC / DEV	57.	ACC / DEV
58.	ACC / DEV	59.	ACC / DEV		

COMPANY'S NAME & ADDRESS:

SIGNATURE:
DATE:
NAME:
DESIGNATION:
BIDDER'S COMPANY SEAL:

Note:

1. Bidder confirms to have carefully read the Terms & Conditions enclosed only with this Tender Enquiry Form (TEF) prior to filling up this acceptance format.
2. Bidder confirms that this format has been **properly filled, signed and returned** along with our technical offer (Part-I) for considering the Bid.
3. Bidder confirms to have indicated **“ACC” for Accepted, “DEV” for Deviation** taken for each clause number in the above table.
4. In case of any deviations taken the bidder confirms to have attached **Separate Sheet** indicating all relevant details such as Number & Title / brief description of the Clause, **Reasons for Deviation and suggested alternative(s)**.
5. Clause numbers shown in the above format also includes the sub-clauses under these clauses. For example, Clause no. 8 means – Clause nos. 8–a (i) to (iv), b (i) to (xiii)& c

Enclosure-2

MAZAGON DOCK LIMITED

DOCKYARD ROAD, MUMBAI 400 010

SCOPE OF WORK

SCOPE OF WORK FOR HULL INS SHANKUSH (MRLC-II)
(SONARDOME, RUDDER, HYDROPLANE, STERN TUBE,
FORE BODY, AFTBODY, INTERNAL TANKS AND
FOUNDATIONS)

ENCLOSURE-I

SR.NO	SCOPE OF WORK	ANNEXURE
1	SCOPE OF WORK FOR FABRICATION AND INSTALLATION OF SONAR DOME	ANNEXURE A
2	SCOPE OF WORK FOR FABRICATION AND MACHINING OF UPPER & LOWER RUDDERS	ANNEXURE B
3	SCOPE OF WORK FOR FABRICATION AND MACHINING OF AFT HYDROPLANE PORT AND STBD	ANNEXURE C
4	SCOPE OF WORK FOR DEGUTTING, MANUFACTURING, INSTALLATION AND PRESSURE TESTING OF STERN TUBE	ANNEXURE D
5	REPAIR, RENEWAL OF FORE AND AFT BODY NON PRESSURE HULL STRUCTURES.PRESSURE TESTING AND FINAL BOXING UP OF ALL EXTERNAL TANKS AND MBT'S	ANNEXURE E
6	REPAIR, RENEWAL OF INTERNAL TANK PLATES AND STRUCTURES INSIDE PRESSURE HULL. PRESSURE TESTING AND BOXING UP OF ALL INTERNAL TANKS	ANNEXURE F
7	SCOPE OF WORK FOR SHIFTING OF 10 NOS SUBMARINE SUPPORT CRADLES OF INS SHANKUSH	ANNEXURE G
8	SCOPE OF WORK FOR SURVEY, REPAIR, FABRICATION AND INSTALLATION OF NON-HY80 FOUNDATIONS	ANNEXURE H

ENCLOSURE-II

SR.NO	DRAWING	ANNEXURE
1	FOREBODY DRAWINGS	Annexure 12
2	AFT BODY DRAWINGS	Annexure 13
3	MANHOLE COVER EXTERNAL TANKS	Annexure 14
4	PENETRATIONS ON FORE BODY AND AFT BODY	Annexure 15
5	AFT HYDROPLANE FIN (STABILIZER)	Annexure 16
6	STRUCTURAL ELEMENTS	Annexure 18
7	STRUCTURAL ELEMENTS	Annexure 19
8	ANODES	Annexure 20
9	CLAMPS AND SUPPORTS	Annexure 21

10	INTERNAL TANKS	Annexure 22
11	MANHOLE COVER INTERNAL TANKS	Annexure 23
12	STRUCTURAL FITTINGS	Annexure 24
13	INTERNAL TANK PENETRATION	Annexure 26
14	INSIDE PH STRUCTURES	Annexure 28
15	MODIFIED FOUNDATIONS	Annexure 29
16	MODIFIED FOUNDATIONS	Annexure 30
17	MOUNTING PLAN OF DISTILLATE TANK	Annexure 32

1. MDL SCOPE:

- 1.1 MDL will provide space, Water and source compressed air (service air) supply of 4 -7 bars pressure & electricity and electrical connections.
- 1.2 Crane facilities for lifting heavy materials (>50 kg) will be provided by MDL, as per requirement, taking safety and weight factors into consideration. contractor has to give 24-hour prior intimation of crane requirements.
- 1.3 Power supply - 440 Volts, 220 Volts & 110 Volts for tools and equipment/ instruments, 110 Volts for electrical grinding/ drilling machines/ lighting arrangement and 24 Volts for temporary hand-held lighting arrangement.
- 1.4 Suitable space/work site within MDL, for the subcontractor’s office and space for keeping lockable storage, cabinets for instruments and storing material.
- 1.5 MDL EY-Design will provide drawings, specifications, formats and other documents. Contractor needs to take into consideration the latest version of drawings and changes from earlier version if any should immediately inform MRLC Hull about any problems noticed.
- 1.6 All Plates and profiles, pipes, round rods and electrodes will be supplied by MDL
- 1.7 Any welding on HY-80 material will be in MDL scope.
- 1.8 Blasting and painting will be in MDL scope.
- 1.9 Assistance in arrangement of MDL entry gate passes.
- 1.10 Firm’s performance will be reviewed by MDL after every month after placement of order and if found unsatisfactory, MDL reserves the right to short close the order and divert the jobs to other performing contractor

2. SUBCONTRACTOR’S SCOPE

- 2.1 Sub-contractor has to carryout fabrication work at MDL premises as per rule and regulation applicable at MDL. Subcontractor should comply with labour law, minimum wages, insurance etc.
- 2.2 All fastners, gasket and rubber will be in subcontractor’s scope along with test certificate as per specification and drawings.

- 2.3 The welding instructions/procedure/sequence of operation and inspection details as laid down in the Drawing /QA requirement should be strictly adhered to WPS and PQR for welding in subcontractor's scope.
- 2.4 Preservative (primer) for preservation of all weld joints after NDT (if required) are in subcontractor's scope.
- 2.5 **MATERIAL:** Procurement of consumables, fasteners as per listed drawings and part list except specified separately are in subcontractor's scope. Subcontractor should submit test certificates, relevant documents of all fasteners as per specification given in drawing. Subcontractor should offer material for inspection as per QAP to EY-QA and SRMT.

MATERIAL ACCEPTANCE CRITERIA: Prior to commencement of work subcontractor to follow the defined procedures

1. Approval of detailed QAP
2. Material identification inspection for all raw and finished material used as per Drawing/part list/BOM/TM/ Specifications.

Rubber and elastomers materials:

1. Mill test certificates to be produced for rubber & elastomers as per required standard or specifications.
2. If the firm is not able to produce the Mill test certificates, then materials will be tested as per required standard or specifications in NABL approved laboratories and test certificate to be produced for verification and clearance from EY-QA prior commencement of manufacturing of required items.
3. Shelf life certificates to be produced as per required standard or specifications. Also note that at least 75% residual shelf life should be available at the time of delivery to MDL.
4. Material safety data sheet (MSDS) to be provided for storage and preservation purpose.

Fasteners:

1. All standard fasteners must have markings as per required standards. Mill test certificate/ COC should be produced for identification, co-relation and clearance.
 2. For non-standard fastener testing of raw materials will be carried out in approved NABL laboratories and test certificates will be produced for verification and clearance prior to commencement of manufacturing of fasteners.
-
- 2.6 All material and consumables required for fabrication of tools, Skids, Jigs & Fixtures, Template / wooden templates/ mock-ups etc are in subcontractor's scope. Material for the skids, Jigs & Fixtures is to be of IS 2062
 - 2.7 Scaffolding on shop floor for fabrication activities will be entirely (including material) on subcontractor's scope. Scaffolding for on-board activities will be done by MDL. Single

platforms with maximum four planks to be done by subcontractor with due permission from safety team. Scaffolding planks for on-board will be provided by MDL.

- 2.8 **MACHINES AND EQUIPMENT** : Duly calibrated inverter based welding machines with rectifiers, Baking ovens, Portable ovens required for handling the electrodes (usage of ovens with asbestos cloth inside is not permitted), Edge bevelling and machining facility/ machine, Drilling & tapping machines, Portable Grinding machines (Pneumatic/ Electric), cutting machines, digital weighing machine, Theodolite/Leica machines with accessories, Special lifting Tackles (for normal handling), Slings (duly certified by competent authority) and shackles required for lifting & shifting, lifting clamps (Magnetic clamps are not permitted) for normal handling, CI block/ base plate required for fabrication work is in subcontractor's scope.
- 2.9 **MEASURING TOOLS**. Calibrated / tested measuring instruments like measuring tapes, dial gauges, feeler gauge, Vernier, micrometres, spirit levels, steel scales, try squares, plum bobs etc. are in subcontractor's scope. The tools/ instruments are to be calibrated/ tested regularly and certified through NABL approved lab/ traceable to national standards
- 2.10 All necessary lifting and shifting tools, blocks, slings, tackles and shackles, duly tested and certified. Ropes and chains are not to be used for handling of material.
- 2.11 Contractor has to bring their own porta cabin and lockable space lock and key. Electrical connections will be provided by MDL.
- 2.12 Forklifts, hand trolley for material handling are to be arranged by the contractor.
- 2.13 Subcontractor has to take connection from the power supply points shown by MDL. However, lead wires and 24V & 110V bulbs to be arranged by the contractor. Additional Lighting arrangement at the site (apart from general lighting at W/s) is to be arranged by the subcontractor as per requirement).
- 2.14 The subcontractor shall execute the work in accordance with relevant documents, drawings, protocols, specific directives or instructions as per requirements.
- 2.15 The subcontractor is required to study the Drawings and inspection protocol sheets given by MDL. These documents are to be preserved by the subcontractor for reference and to be returned progressively for respective jobs after completion of job.
- 2.16 All relevant data for fabrication, installation, degutting, re-gutting, overhauling testing activity to be maintained / Updated in the soft format day to day and this data should be made available when ever required on MDL Instruction.
- 2.17 **PPE (Personal Protective Equipment)**: Standard PPE like safety shoes, helmet, gloves, respiratory masks (FFP3 type), Wide vision (panoramic) safety goggles to be used and is solely subcontractor's responsibility.
- 2.18 **SAFETY**:

- a. The working supervisor will be responsible for safety of their men working in MDL premises.
 - b. The subcontractor is to ensure that his personnel uses all safety gear as laid down in Industrial & Labour Regulations while working on jobs.
 - c. The subcontractor shall observe all necessary safety precautions to safeguard their own Personnel and that of others, plant & machinery, equipment and completed work at site.
 - d. Personnel are to comply with all the requirements of safety norms as per prevailing laws. He will remain solely liable for any claims or damage arising out of non-compliance of rules and regulations of any statutory or government bodies.
- 2.19 **NDT:** Subcontractor should have In-house/ outsourced facility for various NDT's such as RT, DP, MPI, UT etc. The firm should have NDT level II Engineers.
- 2.20 Theodolite/Leica Marking /inspection is to be arranged by sub-contractor.
- 2.21 **QUALITY MANAGEMENT SYSTEMS.** Dedicated internal QA team for proper documentation of every stage of work like material identification, material collection, marking, template inspection, edge preparation, Fit-up inspection, Weld visuals, NDT, final dimensional checking, inspections etc in the prescribed format of earlier/ existing work to be undertaken.
- 2.22 An adequate computer for viewing of relevant documents/ drawings pertaining to work. The computers should have minimum following software like Microsoft Office, Auto-CAD etc
- 2.23 **MOBILIZATION** Contractor shall complete mobilization of his workforce, tools, moulds and equipment within ONE weeks from date of award of order or intimation by site manager. In mobilization period contractor should arrange entry passes for his employees & no excuse for delay in commencing work on this account will be entertained. Firm is to mobilize manpower within 7 days of order placement for welder qualification and fabrication work. Failing with which is liable for LD of Rs 1000/- per day.
- 2.24 **WORK SCHEDULE** The contractor has to prepare a micro-level plan of activities for each month. If contractor is required to work in all shifts, including Saturday, Sunday, holidays or as and when necessity arises, the contractor is to make necessary arrangements. MDL will provide necessary assistance to the contractor.
- 2.25 The subcontractor will be required to follow all safety norms and procedures to ensure safety of men and materials (with respect to theft, fire, accidents or any other incidence). The operatives shall wear safety shoes, helmets, boiler suits, grinding shields, goggles, safety belts, and hand gloves etc. as part of safety rules. The subcontractor shall install fully equipped First Aid box near the site.
- 2.26 The subcontractor has to maintain high standard of hygiene and house-keeping in working and surrounding areas.
- 2.27 Subcontractor to take care of eqpt. around working area inside the submarine.

2.28 Utmost care is to be taken to protect machined surface of shafts issued by MDL for blue matching.

2.29 **Manpower**

- I. Sufficient number of ITI qualified Skilled & Semi-skilled fitters, riggers, welders, Brazers, grinders, painters, carpenters, electricians, store-keepers, material handlers, helpers etc. are to be deployed for carrying out the activities as per schedule and time. The high technology and high accuracy jobs are required to be undertaken on MRSSK submarines and require adequately trained highly qualified personnel to be deployed for these jobs.
- II. The qualifications will be authenticated by MDL officers. Those deployed shall be Conversant in reading of engineering drawings and documents.
- III. Qualified Engineers & supervisors: At least two engineers & six supervisors are to be engaged for execution of this subcontract.
- IV. Degree/Diploma Engineers in the disciplines of mechanical Engineering and Supervisory Staff with technical background having min. 2 years of experience in similar work preferably in Shipbuilding shall be deployed and are entirely responsible for execution of the tasks as per specifications in the relevant documents and drawings.
- V. A dedicated QA engineer(s) with staff assistance.

2.30 **ORGANIZATION MANAGEMENT:**

- a. Subcontractor must take into consideration the nature of tasks to be carried out and the level of responsibilities associated while putting the organization in place. The subcontractor shall nominate suitable contact person or site in-charge for the smooth execution of the contract.
- b. During the activities, the subcontractor should provide name, function and phone number of all persons working in MDL's site in order to communicate easily. The subcontractor should also take into consideration that during the activities, the inspections and break points will be imposed by MDL.
- c. The subcontractor is required to depute a nodal person who will be interacting with the MDL representative who will be nominated on placement of order. The detailed work-site organization will be put in place in consultation with the subcontractor after placement of order.
- d. Subcontractor is required to keep daily log book of persons working in the yard, work carried out, material taken over, material installed and obtain signature of site in charge. The format of such records is to be mutually decided between MDL and contractor.

2.31 Subcontractor shall keep the MDL informed regarding the progress of the work throughout the entire contract period. Contractor shall submit weekly progress report.

2.32 The subcontractor will render weekly and monthly progress report also of all activities being carried out on 1st of every calendar month. This shall be jointly reviewed to resolve issues. Format of such report will be given after award of contract.

2.33 Extensive documentation is required during the execution of the work to ensure traceability, which is important for Quality Assurance. The contractor has to create the documents promptly during each stage of work

2.34 **MATERIAL HANDLING WITHIN AND OUTSIDE THE YARD:** The subcontractor has to arrange suitable vehicles / forklifts / hand trolleys for transportation of material within and outside the yard.

2.35 Any material, equipment, infrastructure facility, required directly or indirectly for completing the subject work, as per the scope of work & drawing given, if not mentioned in MDL's scope, has to be arranged by the subcontractor without any extra cost to MDL.

3. **WELDER QUALIFICATION**

3.1 Welding machines for qualification of welders at MDL premises will be in subcontractor scope.

3.2 Welding test coupons of required thickness and the consumables (electrodes) required for welders' qualification tests will be provided by MDL. WPS available with MDL will be shared with subcontractor for use. Extra WPS/PQR qualification if required should be done by subcontractor. Welder qualification will be in subcontractor's scope.

3.3 NDT test is required for welder's qualification

3.4 On receipt of the Order, welder qualification must commence within 7 days of time to enable early start of fabrication work.

3.5 Welding qualification as per MIL 248D specifications is to be done and may take weeks' time or more depending on the quality of welder sent by subcontractor for qualification.

3.6 The plan for welder's qualification has to be worked out by the subcontractor with OIC (QA-EY) and OIC (W-EY) soon after the placement of order.

3.7 The subcontractor has to qualify sufficient number of welders (at least 3 Nos.) for non-HY80 and LN 44 materials in all MAG welding for fillet and butt weld for plates thickness 3 mm and above (as per job requirement) as per welder's qualification procedures. QA-EY/RMT will qualify the welders at MDL.

3.8 In view of this, the subcontractor shall deploy minimum 3 qualified welders by any approved third party, so that their training & qualification could be started immediately on placement of Order and to meet the delivery schedule of structures.

3.9 The welding qualification plan is to be understood for the welder qualification. It may be noted that the "Welder Qualification" has various stages, which have to be qualified step by step by the welder. In order to qualify finally, so that the welder can be deployed / allowed to work on the plates and sections.

3.10 It is absolutely essential that the welders who are required to be trained for deploying on these jobs must be on the permanent rolls of the subcontractor's firm.

3.11 Once the welders nominated by Firm are qualified by MDL for the subject work, they will be deployed continuously on this job.

3.12 The original certificate of qualification of these welders will be kept with QA-EY Department for MDL record.

3.13 The stage inspection & final inspections will be carried out by MDL (QA-EY) and Naval Inspection Authorities ie SRMT. The defects rectification / rework applicable after any stage of inspection shall be carried out by subcontractor at no extra cost. All the work carried out by subcontractor will be accepted only after the final clearance from MDL (QA-EY) and Naval Inspection Authorities ie. SRMT. The decision of the Inspection Authority on any question of intent, meaning and scope of the work / documents/ specifications / standards shall be final and conclusive and binding on subcontractor.

VIII. Inspection will be undertaken by QA-EY, RMT as per approved QAP.

IX. Destructive tests required for fabrication of structures are to be arranged by the subcontractor at their own cost at Govt. approved lab.

X. The subcontractor(s) have to arrange all the required Non-destructive testing as per drawing & COS. (to be conducted in laboratory) such as RT, DP, MPI, UT, etc. to be taken at various stages as indicated by the inspection agency at their cost. Class II film to be used for RT report.

XI. For all welded join 100%visual inspection,30%RT,30% MPI/DP.

XII. The defects rectification / rework applicable after any stage of inspection shall be carried out by subcontractor at no extra cost to MDL. All the work carried out by subcontractor will be accepted only after the final clearance from MDL (QA-EY) and Naval Inspection Authorities i.e. RMT (MB).

XIII. The decision of the Inspection Authority on any question of intent, meaning and scope of the work / documents/ specifications / standards shall be final and conclusive and binding on subcontractor.

XIV. Radiography of welded joints. (Contractor has to utilize MDL approved contractor on payment basis.)

4. **QAP.** Draft QAP is enclosed as per Annexure-1. The subcontractor is to prepare and submit the final QAP to MDL for approval within 05 days of placement of order.

5. QUALITY OF PRODUCT.

a) The subcontractor must ensure dimensional accuracy and control welding distortions. It is, therefore, absolutely essential to follow the procedures as mentioned in the documents provided.

b) The tolerance requirements given in the drawings and documents are very stringent. It is therefore necessary that contractor keeps quality requirement in mind and ensure that work is done to best of accuracy.

- c) On any defect, a Non conformity report (NCR) is to be raised. The detailed procedure of NCR is to be understood by the subcontractor and implemented. The repair orders are to be approved by the concerned authorities.
- d) All anomalies detected during the fabrication/ machining should be traced by Non Conformity Report (NCR). The subcontractor will have to establish and manage the NCRs in accordance with given documents and procedures & will address the same to QA-EY for its decision. In case of non-conformity, QA-EY will advise NCR procedure. The above document is available for verification with QA-EY. The subcontractor has to comply with NCR procedures.
- e) The subcontractor shall take all necessary precautions to minimize wastage/rework/damage during fabrication. Any such damages / nonconformities may be repaired with prior approval of the Production Officer in-charge and QA-EY of MDL and relevant documents are to be prepared.

6. QA REQUIREMENTS AS FOLLOWS:

- a. Welding procedure specification WPS/ procedure qualification record (PQR) to be submitted for quality assurance- east yard approval.
- b. Quality assurance plan is to be prepared by sub-contractor and for the same the part is required to consult quality Assurance-East yard officials for approval prior to submission.
- c. All inspection stages will be carried out as per QA plan

7. WORK COMPLETION CERTIFICATE(WCC):

Work Completion Certificate (WCC) shall be issued on satisfactory completion of respective work with inspection and acceptance reports. The agency responsible to issue WCC shall be MRLC

8. FIM BG/INDEMITNITY BOND /INSURANCE:

Any MDL supplied material, if required to be taken outside MDL by subcontractor, same will be allowed only on submission of FIM-BG. The cost of FIM-BG will be provided on case to case basis & on as and when required basis. Any material which is procured by subcontractor can be taken outside for any specific activities without FIM BG if payment towards the same is not done by MDL.

- 9. **GUARANTEE /WARRANTEE:** supplied items shall be warranted for 12 months from date of completion of job. Valid warranty certificate must be submitted. During this period, all defect arising out of defective material and faulty workmanship will be rectified by repairing or replacing part or whole material as necessary free of charge on delivery basis. Any consequential damage/defect or loss of item due to poor workmanship/poor material quality/ negligence etc. attribute to the bidder to be rectified / replaced by the bidder free of cost.

Note

1. Any material, equipment, infrastructure facility, required directly or indirectly for completing the subject work, as per the scope of work & drawing given, if not mentioned in MDL's scope, has to be arranged by the subcontractor without any extra cost to MDL.
2. In case of the performance of the contractor is not satisfactory MDL reserves the right to cancel the order and lift the material from contractor.
10. **Passes:** Obtaining police verification/clearance for each personnel being deputed to MDL is a pre-requisite for issue of MDL Security pass for entry into East Yard. The firm should arrange/furnish all requisite documents to Security department immediately on receipt of Order. Subcontractor may contact Security department for guidance.
11. Subcontractor will indemnify the MDL from any risks and costs arising out of any accidents, leading to total or partial loss to the persons or property during execution of work in his scope particularly arising out of non-compliance of rules and regulations of any statutory or government bodies.
12. Provisions of Labour laws to be taken into account by sub-contractor.
13. The contractor while executing work in on board ships/area of work should be governed by Official Secret Act and also shall observe all necessary security rules and will be subject to security checks as per rules and regulations in force from time to time
14. **TRANSPORTATION:**
 - a. Safe transportation of MDL material required even inside MDL premises. If any damage occurs during transportation, the contractor has to rectify the same at MDL premises as per MDL procedure at their own cost. The final acceptance will be in MDL premises.
 - b. No payment will be made for any transportation trips.
 - c. Any cost towards transportation including ODC of blades outside MDL for machining will be in subcontractor's scope.
15. **RECONCILIATION OF MATERIAL:** All materials for fabrication to be taken inside MDL premises through proper MDN, delivery challan. After completion of job a reconciliation statement to be made for all materials brought inside MDL and get it approved by HULL MRLC. All balance materials and scrap can be taken out MDL based on this reconciliation report.
16. **Contract Period:** Contract period will be three years from placement of order.
17. **Delivery Term:**

SL NO	DESCRIPTION	DELIVEY SCHEDULE
1	Fabrication of sonar dome with CIA foundation	7 months from mutually agreed start date (kick off date).
2	Installation of sonar dome	3 months from site clearance
3	Fabrication and machining Upper Rudder	7 months from mutually agreed start date (kick off date).
4	Fabrication and machining Lower Rudder	7 months from mutually agreed start date (kick off date).
5	Fabrication and machining Aft Hydroplane port	7 months from mutually agreed start date (kick off date).

6	Fabrication and machining Aft Hydroplane STBD	7 months from mutually agreed start date (kick off date).
7	Degutting and removal of Stern Tube	1 month from site clearance
8	Manufacture and pressure testing (shop floor) of Stern Tube	3 months from mutually agreed start date (kick off date).
9	Installation and pressure testing (onboard) of Stern Tube	1 month from site clearance
10	Repair and renewal of fore body and aft body structures	6 months from site clearance after blasting
11	Pressure testing of external tanks and MBT's - before painting	8 months from site clearance after blasting
12	Pressure testing of external tanks and MBT's - after outfitting	1 months from site clearance for each tank
13	Final boxing up of external tanks and MBT's	1 week from site clearance for each tank
14	Repair and renewal of foundations , bhds, ATU structures	1 months from site clearance after blasting
15	Renewal of internal tank structures	1 months from site clearance of each tank after survey.
16	Pressure testing of internal - before painting	2 weeks from site clearance for each tank
17	Final boxing up of internal tanks	1 weeks from site clearance for each tank
18	Pressure testing of internal tank - after outfitting.	2 weeks from site clearance for each tank
19	First phase shifting of cradle	7 days from intimation
20	Second phase shifting of cradle	7 days from intimation
21	Survey of foundations	1 months from site clearance
22	Repair and fabrication of foundations	1 months from site clearance
23	Installation of foundations	1 months from site clearance

ANNEXURE A

1.SCOPE OF WORK FOR FABRICATION AND INSTALLATION OF SONAR DOME

This Scope includes fabrication and installation of sonar dome and CIA foundation as per drg no. 72135/1289-50-07-00 and 72135/1283-42-08-00 is as follows,

A -SCOPE OF WORK FOR DEGUTTING AND FABRICATION OF SONARDOME

1. MDL will provide jig for sonar dome. Subcontractor has to check, do minor repairs if any and offer to EY-QA and SRMT for inspection before using the jig for fabrication of sonar dome.
2. All plates, profiles and electrodes will be provided by MDL
3. All other materials except plates, profiles and electrodes as per the given drawing and part list are in subcontractor's scope.
4. All consumables are in subcontractor's scope.
5. The crane facility available in workshop will be provided by MDL for which contractor has to give 24-hour prior intimation.
6. Air supply for grinding operation will be provided by MDL but grinding machines, hose and fittings for pneumatic supply at site will be in subcontractor's scope.
7. Electrical supply (110V, 230V,440V) will be in MDL scope.
8. It is to be noted that nesting and cutting is under subcontractor's scope.
9. Fabrication of sonar dome to be completed within 7 months from mutually agreed start date or kick off date.
10. Sub-contractor scope of work includes procurement of fasteners, gaskets and consumables, nesting, cutting/ forming plates / bars, machining of items and fabrication of sonar dome as per Drg. No. 72135/1289-50-07-00 (Fabrication of total new sonar dome).
11. Fabrication and installation of CIA foundation as per drawing 72135/1283-42-08-00 will be in subcontractor's scope.
12. Machining of formstuek, round bars, part no. S 2,3,4,5,6,7,8,9,14,16 etc. Are to be carried out by the sub-contractor.
13. The sub-contractor to qualify for welding procedure and welders.
14. The sub-contractor comply strictly all quality control agency requirements as Indicated in respective drawings. The QA plan is to be prepared and get it Certified from EY- design department.
15. All stage and final inspection will be carried out by QA -EY and SRMT as per the QAP. The Rectification after inspection will be carried out by sub-contractor free of cost.
16. The sub-contractor to forward the schedule for various activities of sonar fabrication within two weeks' time after the receipt of order to HULL- MRLC.
17. For any technical clarification the sub-contractor is advised to contact Design- EY.

SL NO	REFERENCE DRAWINGS	DESCRIPTION
1	72135/1289-50-07-00	Main drawing
2	188/1289-50-06-00	Casing aft of frame 52600
3	188/1282-42-01-00	Shell plate of fore body
4	186/1285-42-01-00	Deck aft of for 600010
5	186/1285-42-04-00	deck forward of frame 600010
6	72135/1283-42-08-00	FDN for CIA
7	186/M1/5525-08-00-00	Installation of CIA FDN
8	186/1283-42-03-00	Fore body of cylindrical base

18. Entire formstuek and rope guard assembly. Along periphery of sonar dome and CHA is expected
19. The sequence of fabrication as per annexure- A is enclosed here with which can be used for reference purpose. However, the subcontractor has to ensure that the work is completed as per drawing meeting all quality requirements. Position of butt joints to be finalized before the start of Job.
20. Status of sonar dome at the time of installation will be as follows.
 Item 58, 59, 60, 61 & 62 to be kept on tack with green material for adjustment at site.
- a. Cover sheet in the aft zone of sonar dome in the vicinity of item specified at serial will be left uncovered for adjustment.
 - b. All top brackets (peripheral) of sonar dome to be supplied loose.
 - c. Item no 18 to 35 (vertical supports with pipe and bracket) to be supplied loose Rope guard assembly to be supplied loose.
21. Fabrication of sonar dome to be carried out in MDL Premises. However, subcontractor may take out materials outside MDL premises on returnable MDN for any specific job which cannot be carried out inside.

SCOPE OF WORK FOR SONAR DOME INSTALLATION

1. Modify rope guard area as per drawing no 72135/1289-50-07-00, if required.
2. Install new sonar dome which is already manufactured. The following are the guidelines to be followed to install the sonar dome.
 - a) Align sonar dome and tack weld associated parts to match with dome structure meeting requirements of relevant reference drawings.
 - b) Main reference drawings are as follows
 - a. to be corroded/damaged and requires replacement.
 - b. Install all peripheral bracket and vertical support brackets of sonar dome with brackets on deck structure by bolting. Cut green material if any, left on the aft part of sonar dome and tack weld loose parts.
 - c. Full welds accessible part and drill holes'/ pilot holes for blind nuts fitment for installation as per drawings.
 - d. Complete balance welding, carryout dry survey, fit blind nuts and complete all other work prior to installation of sonar dome,
 - e. Fore body area under sonar dome should be painted before final installation of sonar dome. All blasting and painting activities are in MDL scope.
 - f. Install sonar dome with all its fittings as per drawings.
 - g. Fabrication and installation of CIA foundation as per drawing 72135/1283-42-08-00 will be in subcontractor's scope.
 - h. EY-QA and SRMT will carry out the inspection at appropriate stage as per approved QA plan.
 - i. Blasting/painting of sonar dome including antiskid will be in MDL scope.
 - j. Subcontractor to arrange for transportation of the material.
 - k. Any welding with HY-80 material will be in MDL.
 - l. The crane facility available in workshop will be provided by MDL for which contractor has to give 24-hour prior intimation.
 - m. Air supply for grinding operation will be provided by MDL but grinding machines and hose for pneumatic supply at site will be in subcontractor's scope.
 - n. Contractor should remove the sharp edges and burr if any, prior to blasting and priming of assembly. Therefore, plate preparation to the required standards is to be undertaken prior dispatch for blasting priming. In case of POROSITY observed after blasting, same is to be repaired by the Sub-contractor.
 - o. PPE (Personal Protective Equipment): Standard PPE likes safety shoes, helmet, gloves, Respiratory masks (FFP3 type), Wide vision (panoramic) safety goggles to be used and all Safety norms to be followed by subcontractor.
 - p. Newly fabricated Sonar dome to be installed about one year after date of placement of order. Work period for Installation of sonar dome with CIA foundation to be completed within three

months from the date of site clearance. Site clearance will be informed through mail from Hull-MRLC.

3. OTHER REQUIREMENTS

1. Sub-contractor has to carryout entire work at MDL premises as per rule and regulation applicable at MDL.
2. Following information is for guidance of subcontractor. The subcontractor must survey the job for detailed information and make his own estimation. All queries to be put up in writing, if any
 - a) Entire formstuek along periphery of sonar dome and CHA is corroded and will need replacement.
 - b) Where formstuek does not require replacement the old holes are required to be built up by welding and new holes to be drilled to suit new sonar dome.
 - c) Sensitive equipment's and cables fitted in sonar dome area need to be protected against damaged with the utmost care.
 - d) Gap between screwed parts and supporting structure are required to be maintained as per drawing
 - e) At the time of fitments of sonar dome certain associated fitments are to be taken care of and if needed to be rectified and proper fitment is required to be ensured with respect to the following
 - I. Flap Drg. 186/1611-32-00-00 one in No
 - II. Flap Drg, 186/1611-35-00-00 one in No
 - III. Fitment of stanchion shoe fitment on portable plate part no151 and 152 of sonar dome to be retrieved and fitted back on completion of sonar dome work as per drg.186/1642-01-00-00.
3. Procedure and welder qualification for following material needs to be carried out by sub-contractor prior to commencement of work.
 - a) stainless steel to stainless steel
 - b) AH 36 to AH 36
 - c) AH36 to stainless steel details regarding qualification are available with MDL (QA-EY)
4. Sub-contractor has to arrange all tools, tackles and facilities require for carrying out work at naval dock except electric power supply. Some of the important facilities to be arranged by subcontractor are listed as below.
 - a) Welding machines.
 - b) Portable drilling/grinding machines
 - c) Electrode baking and storage facility.
 - d) Container for storage of material.

- e) SS /carbon steel cutting equipment/gases.
- f) Grinding wheel/cutters

5. The firm should confirm the detail of man power mobilization including the site in charge, quality control officer in charge and qualified production in charge.
6. The above details given onwards are guidelines only, however the sub- contractor to workout separately the activities to complete the installation job to the satisfaction of inspection agencies i.e. MDL-QA/SRMT/IN.
7. Accordingly, a schedule to be submitted along with QA plan in the technical bid which will be examined by EY-QA and Hull-MRLC.

Annexure A

D-SEQUENCE OF FABRICATION OF SONAR DOME DRG NO. 72135/1289-50-07-00

Sr No.	Description	Qty.in Nos.
1.0	Mark and cut all plates and sections as per drawing(cutting plan/tracing)	
2.0	Manufacture part no 55 channel Press the plate to form channel as per sht.2	
3.0	Check the channel as per drawing.	
4.0	Manufacture the rope guard and pipe supports as per drg. Fabricate the pipe support part no 17 with bracket part no 136	
4.1	Fabricate the pipe support part no 17 with bracket part no 137	17
4.2	Fabricate the pipe support part no 17 with bracket part no 183	02
4.3	Tack weld the brackets 134 to 137 and drill the holes as shown	01
4.4	Fabricate the bar with part no 35 pipe with 95 and 100	
4.5	Fabricate the tie bar with part no 33 and 34(P&S)	02
4.6	Fabricate the pipe with bracket 93 ,94 and 97	02
4.7	Cut part no550 pipe to the size, mark and slit the pipe as shown in detail RR	01
4.8	Set ,align, tack weld and weld part no 50 with part no 48 round bar	02
4.9	Set ,align, tack weld and weld part no84, 83,92102 and109 with pipe part no 50	10
4.10	Set, align, tack weld and weld part no52 brackets and 164, 60x40x7mm.angle with pipe and bracket. with pipe part no 50	01
4.11	Part no 165 with brackets	01
4.12	Part no 53 with bracket and pipe, part no 50	01
4.13	Mark and cut the pipe no 51 to the size and mark the position of the brackets	01
4.14	Set ,align, tack weld and weld part no49 &171,10 mm dia. round bar with part no 51	02
4.15	Mark Set ,align and tack weld bracket, part no125 with pipe	01
4.16	Face the top portion of the round bar as shown in the drg. For lattice	

4.17	Use clamps for securing the lattice round bar .	
4.18	Set the templates frames at 1to XIV,N-N,O-O,Q-Q,F-F,G-G,A-A,B-B,S-S&T-T in position of the slot in the jig and secure in position.	
4.19	Set , part no 3/4,5/6,7/8 in position and along with the templates on the jig and secure in position.	
4.20	Mark the position of the longitudinal round bar for lattice (longer parts) part no 44 on the jig.	
4.21	Lay the 12mm round bar diagonally as per the marking and secure the round bar with clamps. All clamps and necessary arrangement for the fabrication of sonar dome has to be arranged by subcontractor.	
4.22	Mark, cut &prepare the cross diagonal 12mm round bar to the size and edge prepare.	
4.22	Set ,clamp and secure the shorter 12 mm round bar in the jig and tack weld and weld the joints	
4.23	Tack weld and weld the round bar to part no 3,4,5,6,7 and 8 as shown in the drg.	
4.24	Mark the meeting point of the lattice with the templates provided on the slot on the sonar dome jig for longitudinal and cross sectional frames	
4.25	Remove the lattice from jig and full weld the lattice from other side	50
4.26	Remove the longitudinal and transverse frame templates from the jig	50
4.27	Bend part no 442mm ss bar to zig -zag shape for frame 1 to XIV and section N-N,Q-Q,P-P,F-F,G-G,A-A,B-B,S-S&T-T to the size as per marking in the respective templates.	50
4.28	Set, align, tack weld and weld the zigzag shaped partno. 44 with part no 43 for the transverse and long frames as per the templates.	
5	Check the assembled lattice assembly and fabricated rope guard and support as per drawing	
6	Sub-assemble the sonar dome parts as per following drawing Reference dgs. 188/1282-42-01-00 186/1284-42-01-00 186/1289-50-06-00 Sub assemble the parts as follows part no 141 to 166	
6.1	Part 181 with 182	01
6.2	Part 138 with 139	01
6.3	Sub assemble the window frames between fr.53255 & 57130	02

6.4	With part no 158 to 163 &185 on the sonar dome jig as(P& S) as per drg	02
6.5	Rolling and welding of any parts are in subcontractors scope.	
6.6	Fabricate the frame with part no 79 to 81 on the sonar dome jig as per details Z of drg no 72135/1289-50-07-00 and 188/1282-42-01-00 set, align part no 63 in the jig and tack weld the joints.	01
6.7	Set, align, tack weld part no 58, 59, 60, 61& 62 with the jig, align with part no 63&64 and tack weld the joints.	01
6.8	Remove the frame from jig and full weld the joints	01
6.9	Set ,align tack weld &weld part no55 with part no 155	01
6.10	Set align, tack weld and weld the brackets part no 91 with sub assembled part no 55/165	05
6. 11	part no 147 with 146	02
6.12	Part no 177 with 144	01
6.13	Part no 178 with 144	01
6.14	Set, align tack weld and weld part no 179 with part no 143	01
6.15	Set , align, part no 180,145 and 178 on the jig, tack weld and weld the joints as per drawing.	
6.16	Set align, tack weld and weld part no 143	
6.17	Bend part no 154,70x15 bulb plate to the size and set in position	
6.18	Bend part no 155,70x15 bulb plate to the size and set in jig	
6.19	Set, align part no 154 with part no 140 and part no 148	
6.20	Set, align part no 155 with part no 141	
6.21	Assemble the part no 3& 4 with part no1x9 screws	29
6.22	Part no 5 and 6 with part no9 ,screw	06
6.23	Part no 7 and 8 with part no10 screw	45
6.24	Part no 1 with part no 151 and 152	02
7.0	Check the sub assembled parts as per drg.	
8.0	Assemble the sonar dome as per drg. and wi assembly of the sonar dome may be carried out in close co-ordination with pipe shop	01
8.1	Set the fabricated window frame part no 158/187 in the position on the jig and secure (P&S)	01
8.2	Set, align and tack weld sub-assembled rope guard part 164/165 on the jig	01
8.3	Set , align and secure frame 58/63 on the jig as per drg.	01
8.4	Set, align and tack weld sub-assembled rope guard part 73/76on the jig	01
8.5	Align the sub -assembled part no 55/165 part on the jig	01

8.6	Set align and tack weld sub-assembled 79/81 on the jig	01
8.7	Set align part no77 with part no73&81 and secure on the jig	01
8.8	Set align part no 75 with part no 79 &secure on the jig	01
8.9	Set align tack weld part no 56 with part no 58 & frame (Stbd.)	04
8.10	Set, align, tack weld part no57 with part no59 &162	01
8.11	Set, align and tack weld part no 66,67,68 &69 on the jig as per drg	
8.12	Set align part no 54 with part no 156(part)	
8.13	Set, align and secure sub-assembled parts 154,145and 155 in position	
8.14	Set the assembled lattice on the jig and align with the transverse long frames, brackets etc. And cut the excess material, if any.	
8.15	Tack weld and weld the joints as shown in the drg.	
8.16	Mark and cut 1.5 mm thk. Stainless steel sheet to the required size as per drg.	
8.17	Form the sheet for the dome as per rolling. Set/mock-up	
8.18	Set the formed stainless sheet on the lattice out the opening as shown and weld in position.	
8.19	Set plate no 150,151,152 &153 in position and secure	
8.20	Mark and cut the opening for part no 151 and fit on the part on the plate as shown in section C-C	
8.21	Tack weld and weld part no 43 between Fr.60010 and 61510	04
8.22	Tack weld the loose parts part no. 104 to 107,115,117,119,121 to 123,125,173,168,175 etc.in position.	
8.23	Provide temp stiffeners as required.	
9.0	Check the assembled sonar dome as per drg.	
10.0	Radiography of welded joints (Contractor has to utilize MDL approved contractor on payment basis.)	

Responsibility Matrix for Fabrication and installation of sonar Dome
Annexure-2

Sr. No.	Activity	Responsibility	
		MDL	Sub-contractor
1	Mobilization work		✓
2	Arrangement of Gate pass for personnel		✓
3	Provision of space in MDL for carrying out fabrication	✓	
4	Arrangement of boxes with lockers for safety (for keeping tools & cut parts)		✓
5	Issue of drawings, Work Instructions, protocols	✓	
6	Procurement of electrodes, plates and profiles,round rod.	✓	
7	Procurement of fasteners and all other material except electrodes, plates , profiles and round rod		✓
8	Preparation of nesting plan/lofting plan of material and cutting		✓
9	Arrangement of transportation trips between MDL and sub-contractors premises		✓
10	Preparation of QAP & get it approval from MDL		✓
11	Call for inspections		✓
12	Arranging Inspection	✓	
13	Arranging NDT (Except qualification of welders)		✓
14	Blasting and painting	✓	
15	Preparation of Reconciliation statement & submission to MDL		✓
16	Fabrication and installation of sonardome.		✓
17	Issue of WCC	✓	
18	Submission of invoices for payment		✓
19	Payment for work carried out	✓	
20	Suitable working platform for fabrication of Assly.		✓
21	Tools and man power for fabrication		✓

RATE SHEET

Sr no	Description	UNIT	QTY	RATE	TOTAL
1	Fabrication of Sonar Dome with CIA foundation as per 72135/1289-50-07-00 & 72135/1283-42-08-00	SET	1		
2	Installation of sonar dome as per drawing 72135/1289-50-07-00	SET	1		

ANNEXURE B

2. SCOPE OF WORK FOR FABRICATION AND MACHINING OF UPPER & LOWER RUDDERS FOR SUBMARINE INS SHANKUSH AT MDL PREMISES

Sl No.	Item Description	Qty
		For Shankush
1.	Fabrication and machining of upper rudder as per drawing no. 4123-01-00-00	01set
2.	Fabrication and Machining of lower rudder as per drawing no. 4123-02-00-00	01set

Note

Instructions to bidders

- i) Contractor to undertake activity of approval of QAP (D-EY & SRMT) & Delivery Schedule in Bar Chart (HULL MRLC) on priority on receipt of order.

Detail Scope of Work:

Fabrication and Machining of Upper and lower rudders to be completed as per Drawing No.186/4123-01-00-00 and 186/4123-02-00-00 including blue machining of taper bore of rudders with existing rudder shaft maintaining dimensions, key fitting and proving of co-planetary of upper and lower rudders by assembly with rudder shafts duly painted with primer internally and externally.

MDL SCOPE:

1. The welding instructions/procedure/sequence of operation and inspection details as laid down in the Drawing /QA requirement should be strictly adhered to WPS and PQR for welding will be given by MDL.
2. MDL will provide the existing rudder shaft to the subcontractor.
3. MDL will procure and supply all anodes to subcontractor. Fit-up, welding and inspection of anodes in subcontractor’s scope.
4. MDL will provide all electrodes, plates, profiles and LN 44 material. Nesting and cutting of plates and profiles are in subcontractor’s scope. Procurement of all materials including fasteners and gaskets except electrodes, anodes, plates and profiles will be in subcontractor’s scope.

Sub-contractor scope of work

1. Sub-contractor to collect existing rudder shafts from MDL.
2. The Subcontractor will deliver the finished rudders duly inspected and cleared by EY-QA/SRMT together with existing shafts, Drawings, Documents to HULL MRLC. The subcontractor to take due care to avoid any damage to the rudder shafts during fitment, transport etc.
3. Shaft and key for machining and blue matching of Bush of rudders will be provided by MDL. Machining and blue matching will be done by subcontractor. Blue matching should be 80% of the total machined surface area
4. Top plate on upper rudder to be fabricated and installed as per drawing no. 1554-01-00-00.
5. Blasting and painting of internal surface of rudders as per paint Specification to be done by the Subcontractor. Procurement of paint of internal surfaces of rudder will be in subcontractor's scope. Paint scheme will be provided by MDL.
6. Welders qualification to be carried out by the Subcontractor duly approved by EY-QA/ SRMT. Sub-Contractor should carry out welders Qualification as per approve WPS/PQR prepared & approved by MDL.
7. Subcontractor to forward detailed QA Plan with proper fabrication sequence to D-EY for approval before starting work.
8. The Contractor will have to offer the different stage of work as per approved QA Plan to QA-EY/ SRMT, stating of inspection/job status/observations at least 2 days before the date of inspection.
9. The work completion schedule being the essence of the contractor the Contractor should ensure to start the work within a week's time from the placement of order/LOI and complete the same as per fixed scheduled date.
- 10.** The contractor should submit detailed production plan/schedule of various activities pertaining to fabrication of rudders till delivery of the rudder to MDL in bar chart form indicating duration, start and finish date for each activity along with offer. The entire job to be completed within **seven months from mutually agreed start date or kick off date.**
11. The contractor should indicate fabrication set-up machining facility along with offer and ensure timely availability of machine to finish the work by schedule date.
12. The contractor should provide the necessary measuring instruments / arrangements for inspection.
13. Immediately on placement of order, the contractor has to prepare the final QAP & get it approved from QA-EY /SRMT prior to commencement of work within 07 days. (Tentative QAP is at Annexure-1).
14. Contractor has to arrange special lifting / holding tools for lifting /shifting activities. the firm should use nylon slings for normal handling.
15. The contractor should follow general rules for welding as per drawings/documents.

16. It may be noted that the fabrication of Assembly with close, stringent tolerance need a close supervision and therefore this work has to be carried out by the supervisor who has thorough knowledge with minimum qualification in technical field of fabrication not less than Diploma in engineering with experience of at least 3 years in fabrication.
17. Contractor is responsible for the safe transportation even inside MDL premises. If any damage occurs during transportation, the contractor has to rectify the same at MDL premises as per MDL procedure at their own cost. The final acceptance will be in MDL premises.
18. The contractor has to keep the record of materials and to return all balance materials at MDL premises.
19. Fit-up of new anodes as per drawing is in subcontractor's scope. Anodes will be supplied by MDL .

Technical Terms and Conditions:

1. The latest issues of drawings are to be referred together with associated Drawings/documents referred therein;
 - i) 4123-01-00-00 - Upper Steering Rudder
 - ii) 4123-02-00-00 - Lower Steering Rudder
2. The weld in Sleeves are required to be pre-machined as per respective drawings prior to fabrication, keeping final machining allowance to finish the taper bore and facing, maintaining surface finish after complete fabrication as laid down in the drg. The hardness of the weld in Sleeve will be approx. 220 HB 30. The taper bore to be blue matched with shaft taper.
3. Individual upper and lower dimensional checks (centre line & offset) will be Carried out with the help of theodolite/Leica at the following stages: -
 - (a) On tack and before closing plates.
 - (b) After welding and before closing plates.
 - (c) After welding of closing plate.

Q.A. REQUIREMENTS FOR FABRICATION & MACHINING OF UPPER AND LOWER RUDDER

1. Detailed Q.A. Plan should be followed as prepared by MDL
2. Calibrated measuring instruments/tools required for inspection purpose. Subcontractor should produce the certificate of calibration on demand during inspection
3. Job to be offered for inspection at following stages: -
 - (a) Identification & Dimensional inspection of part materials.
 - (b) Welder's Qualification.
 - (c) Rough Machining of Sleeve.
 - (d) Ribs on tacks (without closing Plates)
 - (e) After Welding of Ribs.
 - (f) One side closing plate and sleeve on tacks.

- (g) After welding of one side closing plate & sleeve.
- (h) MPT/RT of joints as required
- (i) Sand blasting & Priming before Other closing plate on tacks
- (j) Final weld inspection.
- (k) MPT/RT of joints as required.
- (l) Final machining of sleeve.
- (m) Blue matching of Shaft and sleeve.
- (n) Alignment of Upper & Lower Rudders.
- (o) Blasting & Painting of outer surface.

Responsibility Matrix FABRICATION AND MACHINING OF UPPER & LOWER RUDDERS for Submarine INS SHANKUSH

Sr. No.	Activity	Responsibility	
		MDL	Sub-contractor
1	Mobilization work		✓
2	Arrangement of Gate pass for personnel		✓
3	Provision of space in MDL for carrying out fabrication	✓	
4	Arrangement of boxes with lockers for safety (for keeping tools & cut parts)		✓
5	Issue of drawings, Work Instructions, protocols	✓	
6	Procurement of all materials(including fastners) except electrodes, anodes, plates and profiles.		✓
7	Arrangement of transportation trips between MDL and sub-contractors premises		✓
8	Preparation of QAP & get it approval from SOT		✓
9	Call for inspections		✓
10	Arranging Inspection	✓	
11	Arranging NDT (Except qualification of welders)		✓
12	Blasting and priming of internal area		✓
13	Preparation of Reconciliation statement & submission to MDL		✓
14	Fabrication and supply of upper and lower rudder		✓
15	Issue of WCC	✓	
16	Submission of invoices for payment		✓
17	Payment for work carried out	✓	
18	Suitable working platform for fabrication of Assly.		✓
19	Tools and man power for fabrication		✓

RATE SHEET FOR FABRICATION & MACHINING OF UPPER & LOWER RUDDERS FOR SUBMARINE INS SHANKUSH

Sl No.	Item Description	UNIT	QTY	RATE	TOTAL
1.	Fabrication and machining of upper rudder as per drawing no. 4123-01-00-00	SET	1		
2.	Fabrication and Machining of lower rudder as per drawing no. 4123-02-00-00	SET	1		

ANNEXURE C

3.SCOPE OF WORK FOR FABRICATION AND MACHINING OF AFT HYDROPLANE PORT AND STBD

Fabrication and machining of AFT Hydroplane PORT and STBD for INS SHANKUSH including blue machining of taper bore of Hydroplanes with existing hydroplane shaft maintaining dimensions, key fitting and proving of co-planetary of Forward Hydroplane STBD and PORT by assembly with Hydroplane shafts duly painted internally within MDL premises. Machining will be done by subcontractor. The work broadly involves bending, forming, machining, fit-up, welding, NDT followed by inspection on as per the drawings and documents provided by MDL.

Following is required for fabrication and machining of Hydroplane forward STBD and PORT (for full job)-

MDL'S SCOPE

1. Drawings and documents.

a. All drawings required for fabrication and machining of Hydroplanes. The details of the same is as tabulated below-

Sr. no.	Drawing No.	Description
1	4121-01-00-00	AFT Hydroplane PORT and STBD

b. Any other drawings required for fabrication other than mentioned above is to be provided by MDL.

c. The welding instructions/procedure/sequence of operation and inspection details as laid down in the Drawing /QA requirement should be strictly adhered to WPS and PQR for welding will be given by MDL.

d. Blasting and painting of external surfaces of Hydroplanes as per paint Specification to be done by the MDL.

e. Shaft and key for machining and blue matching of Bush (LN 44) of hydroplanes will be provided by MDL. Machining and blue matching will be done by subcontractor. Blue matching should be 80% of the total machined surface area.

f. MDL will procure and supply all electrodes, anodes, plates, profiles and LN 44 material to subcontractor. Nesting and cutting of plates and profiles are in subcontractor's scope. Fit-up, welding and inspection of anodes in subcontractor's scope.

g. Technical guidance to complete the job to the satisfaction of MDL-QA and Refit Monitoring Team (SRMT) during fabrication of Hydroplane forward STBD and PORT. However, this shall not absolve the contractor of his responsibility related to quality, warranty, and schedule / time completion etc.

2. Job Description.

- a. The subcontractor has to fabricate and machine the AFT Hydroplane STBD and PORT as per drawings, documents, procedures provided by MDL.
- b. Cutting of stiffeners and profile with maximum wastage of 5%.
- c. Forming and Machining of plates will be done by the subcontractor.
- d. Edge preparation as per drawing/requirement for fabrication.
- e. Preheating and welding of SBST/LN44 material wherever required will be in subcontractor's scope
- f. Preservative (primer) for preservation of all weld joints after NDT (if required) is in subcontractor's scope. Procurement of paint for internal surfaces will be in subcontractor's scope.
- g. Drilling/tapping wherever required.
- h. The plate edge preparation is required to have the requisite surface finish on the edges and the weld areas etc. to undertake effective blasting, priming and painting. Blasting, priming and painting of internal surfaces will be done by subcontractor.
- i. Rectification of plate wherever required.
- j. If required, the subcontractor is required to fabricate specific tools and jigs required for the fabrication.
- k. All subassemblies/assembly pre-fit up inspection and fit up inspections like setting, positioning, alignment, tacking etc.
- l. Applying the MDL specified primer for preservation of all weld joints after NDT.
- m. The entire work is to be carried out as per time lines and schedules are asked by production department i.e. MRLC.
- n. All the leftover/scrap material to be placed in separate identifiable space/bins at subcontractor's place.
- o. Wooden template required for the fabrication and machining of Hydroplane Forward STBD and PORT will be subcontractor's scope.
- p. The weld in Sleeves are required to be pre-machined as per respective drawings prior to fabrication, keeping final machining allowance to finish the taper bore and facing, maintaining surface finish after complete fabrication as laid down in the drg. The hardness of the weld in Sleeve will be approx. 220 HB 30. The taper bore to be blue matched with shaft taper.
- q. Fit-up of new anodes as per drawing is in subcontractor's scope. Anodes will be supplied by MDL scope.
- r. Individual PORT and STBD hydroplane dimensional checks (centre line & offset) will be Carried out with the help of theodolite/Leica at the following stages: -
 - On tack and before closing plates.

- After welding and before closing plates.
- After welding of closing plate.

3. **Welders.** 04 Nos. (Min). qualified welder

4. **Material Reconciliation.** Post completion of work, shaft to be handed over to production department i.e. MRLC.

GENERAL TERMS AND CONDITIONS

5. **Work Duration.** The work period will be seven months for the fabrication and machining from mutually agreed start date or kick off date.

6. **Responsibility Matrix:** As per Annexure-2.

7. **Rate Sheet:** As per Annexure-3.

Note

Any material, equipment, infrastructure facility, required directly or indirectly for completing the subject work, as per the scope of work & drawing given, if not mentioned in MDL's scope, has to be arranged by the subcontractor without any extra cost to MDL.

In case of the performance of the contractor is not satisfactory MDL reserves the right to cancel the order and lift the material from contractor.

Annexure-2

RESPONSIBILITY MATRIX

Sr. No.	Activity	Responsibility	
		MDL	Sub-contractor
1	Arrangement of Gate pass for personnel		✓
2	Issue of drawings and related documents required for execution of work	✓	
3	Procurement of all materials (including fasteners) except electrodes, anodes ,plates and profiles		✓
4	Collection of old shaft from MDL		✓
5	Slings, shackles, chain pulley, lifting clamps etc. required for lifting & shifting (Duly calibrated)		✓
6	Special tool (if required).		✓
7	Necessary tools, tackles and men required for fabrication		✓
8	Fabrication of necessary jig/ fixtures along with material and consumable		✓
9	Fabrication Hydroplanes forward STBD and PORT		✓
10	Forming/ bending of plates wherever required		✓
11	Transportation of any kind required for work		✓
12	Crane facility in MDL	✓	
13	Preparation of QAP & approval from RMT		✓
14	Call for inspections		✓
15	Arranging Inspection	✓	
16	Blasting and priming (only external surfaces)	✓	
17	Arranging NDT		✓
18	Preparation of Reconciliation statement & submission to MDL		✓
19	Issue of WCC	✓	
20	Submission of invoices for payment		✓
21	Payment for work carried out	✓	

Annexure-3

RATE SHEET

Sr. No.	Description of Work/Job	UNIT	QTY	UNIT RATE	TOTAL
1	Fabrication and Machining of AFT Hydroplanes PORT as per drawing no. 4121-01-00-00	SET	1		
2	Fabrication and Machining of AFT Hydroplanes STBD As per drawing no. 4121-01-00-00	SET	1		

ANNEXURE D

4.SCOPE OF WORK FOR DEGUTTING, MANUFACTURING, INSTALLATION AND PRESSURE TESTING OF STERN TUBE FOR INS SHANKUSH (MRLC)

1. Degutting and removal, manufacture, installation and pressure testing of Stern Tube for INS Shankush (MRLC 2) as per following drawings and documents.
2. Degutting, dismantling and removal of stern tube to shop floor and offer for degutting inspection. Handover old stern tube along with inspection report to MRLC HULL.
3. Fabrication along with material and after fabrication pressure test stern tube on shop floor at 4.5 kg/cm²
4. Install stern tube on board and carry out final inspection as per QAP.
5. After installation stern tube to be pressure tested on-board as per drawing no 1281-10-03-00. Blanking for pressure testing to be done at A.P flange (outside MBT 5) and Fr 6000 inside PH.
6. Painting and V607 application from outside after installation will be in MDL scope.
7. Drawing for stern tube as per following table.

SR, NO.	ITEM DICRIPTION	DRAWING NO.	QTY
1	Stern Tube	1281-10-03-00 DWG 1281-10-03-00 Part List 1281-10-03-03 DWG 1281-10-03-04 DWG	1 Set

DETAILS OF SUBCOMPONENTS OF STERN TUBE

POS No. in main drg	Item Description	Drawing No	Qty (No)
06,05	Pipe Dia 368x8(1710 mm, 1058 mm)	186-1281-10-03-00	2
03	Stern Tube Flange	186-1281-10-03-03	2
04	Mean Stern Tube Flange	186-1281-10-03-04	2
13	Bellow(Compensation element) DN350 PN25 245 to be procured from OEM authorised supplier	KSO 25.20.350/80	1
07	Washer Dia 25	DIN 125	56
08	Hexagonal screw M24X110	DIN 931	40
09	Hexagonal Nut M24	DIN 985	56
10	Hexagonal screw M24X90	DIN 931	16
11	Joint Dia 604x3 mm	186-1281-10-03-00 DIN 86075	2
12	Joint Dia 500x3 mm	186-1281-10-03-00 DIN 86075	1
14	Rubber gasket 310x250x4	186-1281-10-03-00 HDWN 26320	2

15	SBST Plate 810X250X12	186-1281-10-03-00 DIN 1543	2
16	SBST Plate 230X42X6	186-1281-10-03-00 DIN 1543	4
17	SBST Plate 182X42X6	186-1281-10-03-00 DIN 1543	4
18	SBST Plate 810X250X8	186-1281-10-03-00 DIN 1543	2
19	HEXAGON SCREW M10X35	DIN 933	48
20	HEXAGON NUT M10	DIN 934	48
21	Lug 100x92x15	186-1281-10-03-00 DIN 1543	6

Note: For items 03,04,05,06 Certificates with chemical composition to be provided by bidder

8. Material specifications: - As per Drawings.
9. All material, consumables & hardware required for Manufacturing and supply of Stern Tube are to be arranged by supplier. Material to be used is as per Drawing & Part List.
10. Any item not mentioned in the part list/drawing but required is to be arranged by the supplier without any additional cost.
11. Govt. approved Lab. Test/Mill test certificate for all Steel material & Fasteners (if procured from local vendors or made in house) used for manufacturing to be submitted to QA-EY.
12. Welding procedures & welders are to be qualified.
13. Fabrication to be carried out in MDL premises. If any activity such as machining, galvanizing to be done at outside facility, subcontractor may take out material outside on MDN.
 - a. Carry out machining & drilling of flanges as per drawing.
 - b. Cut the pipes (with machining allowance) & offer to QA for on tack inspection
 - c. Carry out welding & machine the welded pipes to maintain the final dimension & parallelism of end flanges.
 - d. Carry out NDT, RT, FDI & offer to QA as per QAP
 - e. Carry out cutting & welding of parts as per section A-A in the drawing.
 - f. Carry out strength pressure test at 4.5 KG/CM2 & offer to QA as per QAP
 - g. Carry out galvanizing of the welded pipes & flanges, offer to QA for galvanizing and final inspection as per QAP
 - h. For RT & Galvanizing, The Bidder has to utilize MDL approved contractor on payment basis
14. Every Fabricated part needs to be free from burrs, corners, sharp edges & smooth grinded prior to offer for final inspection.

15. The supplier has to submit QA plan for approval by MDL QA-EY. /EY design prior to starting work and all stage inspection shall be carried out as per approved Quality Plan. Sample QAP is attached at Annexure -1
16. MDL(QA-EY) will inspect the Stern Tube & its sub components during & after completion of fabrication as per approved QAP.
17. All parts are to be marked(engraved) for easy identification.
18. New stern tube inside diameter to be checked with dummy size shaft (disc type). Dummy size shaft will be provided by MDL. Disc to be manufactured by subcontractor.
19. Delivery of duly inspected and cleared Stern Tube to MDL is in supplier scope.
20. During & after manufacturing final product, firm have to offer to MDL (EY-QA) for final inspection as per approved QAP.
21. Final Work completion certificate (WCC) will be issued by MDL User/Ship manager.
22. Prequalification criteria: Past experience of similar supply (firm has to submit order copy and work completion certificate of similar order executed during the previous two years)
23. Work period will be one month for degutting from site clearance. Three months for fabrication and pressure testing (shop floor) from mutually agreed start date or kick off date. Installation and pressure testing to be completed within one month from site clearance. Site clearance for installation and pressure testing will take about one year from date of placement of order. Exact site clearance will be informing through mail by MRLC –Hull.

Responsibility Matrix

Sr. No	Activity Description	MDL' Scope	Bidders Scope
1	Organization of initial meeting with bidders	✓	
2	Issue of drawings and related documents required for execution of work	✓	
3	Gate Pass arrangement for entry to MDL		✓
4	Fabrication of necessary jig/ fixtures along with material and consumable		✓
5	Fabrication of Stern Tube 1 set		✓
6	Transportation of Stern tube set from Bidders place to MDL		✓
7	Preparation of QAP & approval from RMT		✓
8	Call for inspections		✓
9	Arranging Inspection	✓	
10	Arranging NDT ,RT, Pressure testing, Galvanizing		✓
11	Submission of invoices for payment		✓
12	Payment for work carried out	✓	
13	Release of work completion certificate.	✓	

14	Suitable tools along with calibrated Machineries & accessories for operation on call.		✓
15	Mobilization of resources (Machine and manpower with relevant insurance) within 7 days if required		✓
16	Personal protective equipment's (Helmet, Ear Plugs, Safety goggles, safety belts, safety shoes) if required		✓
17	Follow up schedule for execution of the task.		✓
18	Collection of authorized reports and Work Completion certificate.		✓
19	Gas and other consumables arrangement/electrode and welding machine drill machine. if required.		✓
20	Procurement of all materials		✓

RATE SHEET FOR DEGUTTING, MANUFACTURE AND INSTALLATION AND PRESSURE TESTING OF STERN TUBE

SL NO	DESCRIPTION	UNIT	QTY	RATE	TOTAL
1	Degutting and removal of Stern Tube as per drawings no 1281-10-03-00	SET	1		
2	Manufacture and pressure testing (shop floor) of Stern Tube as per drawings no 1281-10-03-00	SET	1		
3	Installation of Stern Tube as per drawing no 1281-10-03-00	SET	1		
4	Pressure testing of stern tube on board after installation as per drawing no 1281-10-03-00	SET	1		

ANNEXURE E

5. REPAIR, RENEWAL OF FORE AND AFT BODY NON PRESSURE HULL STRUCTURES INCLUDING ALL EXTERNAL TANKS MBT NO1,2&3 ,4,5, RBFT AND FIN STABILIZERS. PRESSURE TESTING AND FINAL BOXING UP OF ALL EXTERNAL TANKS AND MBT'S

Sr. No	Description of Work/Job
1	Repair by weld build up , grinding and NDT and final inspection of structures of Fore and Aft body including MBT no1,2 & 3,4,5 and RBFT
2	Renewal of plates of structures of Fore and Aft body including MBT no1,2&3,4,5 and RBFT
3	Survey and renewal of penetrations of Fore and Aft body including MBT no1,2&3,4,5 and RBFT
4	fixing of synthetic foam blocks in fin stabilizers.
5	survey ,repair and renewal and refit of structural elements of fore body and aft body.
6	Pressure testing and boxing up of all external tanks and MBT's.

This scope includes fore body and aft body non pressure hull structures including all external tanks and MBT no1,2&3,4,5, RBFT, all fallout area structures, chain locker, hull penetrations, aft hydroplane stabilizer, upper and lower rudder fixed parts. All outer shell plates and decks of fore body and aft body are included in this scope.

1. High pressure water jetting and cleaning (only once) of fore body, aft body and all external tanks including MBT's just after docking on pontoon are in MDL scope. But general cleaning of tanks during all activities are in subcontractor's scope.
2. All manhole, hand hole, and all opening covers are to be renewed. Raw material will be provided by MDL.
3. All types of fasteners and studs of external tank manhole, cover plates of fore body and aft body including external tanks and MBT's are to be renewed. This is in subcontractor's scope.
4. Degutting and removal of all structural elements such as ballast cover plates, hydrazine trunks, plates inside chain locker, Top fastening foundation hydrazine foundation, anchor indicating pipe, Hawse pipe, anchor pipe, flood gratings and anodes are in subcontractor's scope. Degutting Pipe lines, cables, cable conduits, hydroplanes, rudders, HP air bottles are in MDL scope.
5. Chipping and blasting are in MDL scope.
6. After high pressure jetting, chipping, blasting, priming and survey MDL will handover fore body and aft body areas and tanks progressively to subcontractor for repair and renewal. High pressure jetting, Chipping, Blasting, priming and survey will be in MDL scope.
7. Grinding, NDT, thickness gauging, repair by weld build-ups, repair by plate renewal of all non-pressure hull structures of fore body and aft body including all external tanks and MBT's are in subcontractor's scope as per survey report.

8. Renewal of all anode are in subcontractor's scope.
9. All hull penetrations to be renewed/repaired as per survey report. Raw materials will be given by MDL. Survey will be done by MDL.
10. All fabrication activities of plate renewal such as marking, cutting and removal of old plate from on-board, templates for cut out area, marking and cutting of new plate outside required edge preparation for on-board cut out and new plate, weighing, fit-up of new plate, welding of joints, during welding and flush grinding, NDT and final inspection are in subcontractor's scope.
11. Inspection offers to be raised after Marking, fit-up, NDT and final inspection.
12. All activities of weld build-ups such as spoon shape grinding, weld runs and layers, during welding and flush grinding, NDT and final inspection are in subcontractor's scope.
13. Any weld build up /welding on HY80 material will be in MDL scope.
14. Procurement of all plates, profiles, pipes, round rod and electrodes are in MDL scope and all fasteners and gaskets are in subcontractor's scope.
15. All welding machines, stud welding machines, tools, grinding machines, portable ovens are in subcontractor's scope.
16. Synthetic foam blocks to be renewed as per survey report provided by MDL, Foam blocks will be supplied by MDL
17. Torpedo guide rail supporting plates to be kept on tack welding and to be welded after clearance from L&Wn dept.
18. All structural elements (Refer Annexure 18) to be repaired / renewal based on survey report provided by MDL.
19. Renew all flood gratings (Refer Annexure 19) fore body and aft body without survey. Raw material will be provided by MDL.
20. Renewal of anodes of fore body and aft body as per Annexure 20. Anodes will be provided by MDL. Any extension of metallic supports of anodes required for fit-up, same will be in subcontractor's scope.
21. All pipe clamps and supports (Annexure 21) as per drawing 1619-19-00-00 and 4192-12-00-00 to be fabricated and installed. All pipe clamp to be kept on tack. Full welding and NDT to be done only after clearance from piping section. Raw material will be provided by MDL Welding of clamps on HY80 structure will be on MDL scope. Grinding and NDT of such jobs to be undertaken by subcontractor.
22. All studs / fasteners of external tanks to be renewed and material is under sub-Contractor scope of work
23. **Work Duration**. . Work period for repair and renewal will be six months from site clearance after blasting. Work period for before painting pressure testing will be eight months from site clearance after blasting. Period will be two months for after outfitting pressure testing from the date of clearance from piping section. Final boxing up to done within one week of site clearance. Site clearance will be intimated to the subcontractor through mail by HULL MRLC. Approximate time period for all these activities will be about eighteen months from date of placement.

FOREBODY DRAWINGS (Annexure 12)

SL NO	DESCRIPTION	DRAWING
1	1285-42-01-00	DECK AFT FR 60100
2	1285-42-04-00	DECK FWD FR 60100
3	1282-42-01-00	SHELL PLATING FOREBODY
4	1285-42-02-00	SUPPORTING DECKS
5	1284-42-05-00	HAWSE PIPE CHAIN LOCKER
6	1285-42-03-00	RESERVE FUEL OIL TANK
7	1284-42-06-00	Guide tube for anchor
8	1284-42-01-00	OUTER STRUCTURE MAK1
9	1284-42-02-00	OUTER STRUCTURE MAK2
10	1284-42-03-00	OUTER STRUCTURE MAK3
11	1284-42-04-00	CENTER LINE BHD FWD
12	1284-42-11-00	PENETRATIONS FOREBODY
13	1551-01-00-00	TORPEDO GUIDE RAIL SECTIONS TORPEDO TUBE I AND II
14	1551-02-00-00	TORPEDO GUIDE RAIL SECTIONS TORPEDO TUBE III AND IV
15	1551-03-00-00	TORPEDO GUIDE RAIL SECTIONS TORPEDO TUBE V AND VI
16	1551-04-00-00	TORPEDO GUIDE RAIL SECTIONS TORPEDO TUBE VII AND VIII

AFT BODY DRAWINGS (Annexure 13)

SL NO	DRAWING	DESCRIPTION
1.	1282-10-01-00	Shell plating aft body
2.	1283-10-01-00	Framing aft body
3.	1284-10-01-00	Bulkhead aft body
4.	1281-10-01-00	Rudder fin
5.	1281-10-02-00	Aft hydroplane fin (stabilizer)

MANHOLE COVER EXTERNAL TANKS (Annexure 14)

Sr. No	Description	Drawing
1	Manhole plan	1617-01-00-00
2	Manhole cover	1617-01-01-00
3	Manhole cover	1617-01-02-00
4	Manhole cover	1617-01-03-00
5	Manhole cover	1617-01-05-00
7	Manhole cover	1617-01-07-00
8	Manhole cover	1617-01-08-00

PENETRATIONS ON FORE BODY AND AFT BODY (Annexure 15)

SL NO	DRAWING	DESCRIPTION
1.	1284-42-11-00 72172-1284-42-11-00	Penetrations fore body
2.	1284-10-11-00	Penetrations Aft body

AFT HYDROPLANE FIN (STABILIZER) (Annexure 16)

SL NO	DRAWING	DESCRIPTION
2.	1281-10-04-00	Buoyance block Aft hydroplane fin (stabilizer)

STRUCTURAL ELEMENTS (Annexure 18)

SL NO	DESCRIPTION	DRAWING
1	Hydrazine trunks (MBT 2&3) (4 nos)	1288-42-02-00 1288-42-06-00-00 1288-42-07-00-00 1288-42-10-00-00
2	Hydrazine trunks (MBT 4 & 5)	1288-10-01-00 1288-10-03-00 1288-10-04-00 1288-10-05-00
3	Top fastening foundation Hydrazine generator MBT 2&3 (2nos)	1288-42-05-00
4	Bursting flaps MBT 2&3	1611-49-00-00
5	Bursting flaps MBT 1	1611-48-00-00
6	Bursting flaps MBT 4	1611-45-00-00
7	Bursting flaps MBT 5	1611-47-00-00
8	Skeg plates	1283-10-02-00
9	Covering Hood	2511-02-11-00
10	Garbage ejector structure	4552-02-00-00

11	Foundation for six air bottles in MBT 2&3	1288-42-08-00
12	foundation for six air bottles in MBT No1	1288-42-09-00

STRUCTURAL ELEMENTS (Annexure 19)

SL NO	DESCRIPTION	DRAWING	REMARKS
1	Flood gratings (MBT 4&5)	4357-01-00-00	Renew without survey
2	Flood gratings (MBT 1, 2&3)	4357-02-00-00	Renew without survey

ANODES (Annexure 20)

SL NO	DRAWINGS	DESCRIPTION
1	1912-01-00-00	Anodes external structure
2	1912-02-00-00	Anodes internal structure

CLAMPS AND SUPPORTS (Annexure 21)

SL NO	DRAWINGS	DESCRIPTION
1	1619-19-00-00	Pipe clamps and supports
2	4192-12-00-00	Pipe clamps and supports

PRESSURE TESTING OF EXTERNAL TANKS AND MBT'S OF INS SHANKUSH AT MDL

There is a requirement of Pressure Testing of tanks of MRLC of INS SHANKUSH as per the scope below.

Tanks listed in work quantum are subjected to high pressure hence strength test and leak test are required for these structures, the strength tests are carried out over the tanks in compliance with the relative pressure of each entity. Leak test must be carried out prior to the strength test

Pressure testing to be carried out twice for all the tanks, first time after survey and renewal, before painting and second time after outfitting and piping.

Final boxing up of all the MBT's to be done with original manhole covers, gasket, fasteners and fittings after second time pressure testing. Final boxing up of RBFT to be done before second time pressure testing.

For all tests, pressurization and decompression must be gradual to prevent any dynamic compression phenomenon and to enable material to adapt to the changes in stresses.

MDL's Scope:

1. MDL User department/contract operating agency shall organize & provide water, oil, electricity, site space, storage space for testing tools & tackles.
2. MDL user department shall complete all pre-requisite required for the Pressure Testing of tanks associated with the particular system and subsystem and that shall be confirmed by QA-EY.
3. In addition, MDL shall provide the drawings, relevant technical documentation (Standard) along with WI & Protocols and all related documents upon submission of Non-Disclosure Agreement (NDA).
4. Fluid (Air/Water/Lub oil) required for the tank pressure testing will be in MDL Scope.
5. Technical guidance shall be provided by MDL to initial phase of contract for execution of the job as per drawing and standards. However, this shall not absolve the contractor of his responsibility related to quality, warranty, schedule/completion time etc. as per contract terms.

Subcontractor's Scope:

1. Lock & key arrangement for storing material, blanking plates, gaskets and tools are in subcontractor's scope.
2. Subcontractor will have to collect the set of drawings, specifications, standards, WI and protocol from MDL against submission of non-disclosure agreement.
3. After collection of the confirmed order, drawing, specifications & standards, WI, Subcontractor will have to submit the QAP and get it approved from D-EY department within 5 days from the date of purchase order. Delay attributable to Subcontractor in submission of QAP shall be

accounted in the period of completion. Further, Delay in approving the QAP attributable to MDL beyond 3 days shall be excluded from completion period.

4. Subcontractor to note that all required tools like, calibrated pressure gauge, dial gauge, hoses, connectors, pipe fittings, inlet and outlet fittings and small tools required for pressure testing will have to be arranged by subcontractor. In addition to this calibrated measuring instruments as required for inspection/testing at various stages of tank pressure testing will be in subcontractor scope. Bidder to produce certificate of calibration, on demand, during inspection.
5. Subcontractor will have to clean the tanks as per the requirement before start of the tank testing and after completion, draining if required.
6. Subcontractor will have to measure sizes of all coamings/openings and penetration for preparation of blanks and cutting of gasket for pressure testing. Material required for blanks and asbestos free gasket is in subcontractor's scope. Required fittings, dial gauges, hoses, pressure gauges and pressure testing tools are in subcontractor's scope. In case any other fittings, accessories required other than mentioned in scope of work shall be arranged by subcontractor. In addition to this, blind flanges for pipes, and temporary manhole covers will have to be arranged by subcontractor. Drawing is to be provided by MDL but subcontractor has to measure the sizes as per on site fitting/penetration.
7. All blanks for Manhole covers, penetrations and openings for hydroplanes and burst flaps to be made by subcontractor. All activities for such blanks such as forming of plates, welding of blanks, drilling, temporary gaskets are all in subcontractor's scope. Material for such blanks and rubber sheets for gaskets are in subcontractor's scope. All testing blanks to be returned to MDL after completion of pressure test.
8. For a water test (pressure greater than 1 bar), pressure is to be measured at lowest available point. Pressure is to be measured using pressure gauge/U-tube manometer. All pressure testing measuring tools to be calibrated from NABL approved lab.
9. During leak test, air leakage from all blanks and sleeves to be checked by using soapy water. Correction of repair if leakages observed in any blank will have to be carried out and test has to be repeated till satisfactory result is obtained. Pressure testing (Strength test/ leak test) of tanks is to be carried out as per work quantum and relevant drawings/work instructions. All work involved in drawings and work instructions are in subcontractor's scope.
10. Additives required (if any) such as corrosion inhibitor, Benzotriazole, Sodium, Molybdate, Trisodium phosphate and Sodium borate will be arranged by subcontractor at the time of calibration.

11. Tank Pressure Testing procedure in the WI documents are in the scope of subcontractor. Filling of tank can be done through Guillemin union/manhole/valve/pipe or Hose as per document. Onboard hoses, couplings and fittings shall be handed over to subcontractor before commencement of job. In case any other fittings, accessories required shall be arrange by subcontractor. In addition to this blind flanges for the pipes, equipment and temporary manhole covers will have to arrange by subcontractor.
12. Subcontractor will have to raise the inspection calls at various stages of tank Pressure Testing as per QAP well in advance to ensure the on time inspection by MDL authority. Inspection and clearance of work executed is responsibility of the subcontractor.
13. Subcontractor to submit all the inspection reports (at all Stage) duly authorized by MDL (QA-EY) & reviewed by SRMT/Ship Staff after tank pressure testing. Thereafter, Work completion certificate (WCC) shall be certified within seven working days after completion by the executive of the rank not less than Chief Manager of the user.

Following are the stage of pressure testing

Leak Test (Self Inspection).

Pressure Test to be offered to EY-QA and SRMT for inspection.

14. Subcontractor to note that all required tools like, calibrated flow meter, multi-meter, hoses, connectors, pipe clips and small tools required for process will have to be arrange by subcontractor.
15. Second time pressure testing of all external tanks to be done after painting and outfitting. Second time pressure testing of MBT2&3 will be optional. This will be decided later in consultation with SRMT.
16. After second time pressure testing of external tanks after painting and outfitting, boxing up of each tank to be undertaken. This boxing up to be Offered to EY-QA and SRMT. During inspection all painting and pipe system outfitting related points to be intimated to HULL MRLC for rectification. Rectification of all such points are in MDL scope. After clearance from EY-QA and SRMT final boxing up of tanks to be done with original gaskets, manhole covers and fasteners. A protocol to be made for final boxing up of each tank.
17. Final inspection report for blasting, painting and system piping inside each tank will be provided by MDL. These activities are in MDL scope.
18. In case, any defect the observed during stage inspection/final inspection attributable to Subcontractor, it will have to be rectified/repaired at no extra cost. Re-inspection will have to be done before proceeding to next stage or final clearance to ensure the compliance to drawing, specification & standards.
19. Subcontractor will have to drain the tanks with intimation to user department after completion of pressure testing of tanks.

20. MDL reserves the right to ask the subcontractor to enhance the capacity including manpower deployed to achieve the target rate of tank pressure testing during contractual period.
21. Fabrication and drilling of blanks and any welding or tacking required will be on subcontractor's scope. Welding on pressure hull /HY80 structure will be in MDL scope.
22. Subcontractor will have to ensure the proper completion documentation as mentioned in the MDL order and WI after completion of tank gauging such as inspection clearance note by MDL, test certificates/protocols, any noncompliance to the documentation during completion may lead to delay in providing the WCC by MDL
23. Subcontractors are requested to include all the price of mobilization (man & machine), tooling, set up, operations, inspection & reporting & demobilization (man & machine) in above rates.
24. **Work Quantum for Pressure Testing:**

Sr. No.	Description	Pressure Test (Bar)	Testing Fluid	Vol (m3)	Pressure testing before painting UnitRate(Rs.)	Pressure testing after outfitting and final Boxing up(with all original fittings)
1	Reserve Fuel Oil Tank	0.7	Air	15.17		
2	No.01 Main Ballast Tank	0.6	Air	15.61		
3	No.02 &3 Main Ballast Tank	0.6	Air	83.91		
4	No.04 Main Ballast Tank	0.6	Air	32.11		
5	No.05 Main Ballast Tank	0.6	Air	25.81		

Notes:

1. Testing medium(Water/Air) will be decided after hull survey of external tanks.
2. Pressure testing as per tank testing plan Drg no 1074-01-00-00

25. General Instructions:

- a) Hindrance register system shall be implemented to account the responsibilities in case of delay. Sub-contractor has to maintain Hindrance Register
- b) The contractor is to prepare a micro-level plan of tank gauging of all tanks. Detailed work schedule shall be prepared by the contractor and submitted for approval.
- c) The subcontractor will be required to follow all safety norms and procedures to ensure safety of men and materials (with respect to theft, fire, accidents or any other incidence). The operatives shall wear safety shoes, helmets, boiler suits, goggles, and hand gloves etc. as part of safety rules. The subcontractor shall install fully equipped First Aid box near the site.
- d) In case Subcontractor wants to understand the job to be executed, may visit MDL (P-EY) before submission of the offer for better clarity and understanding.
- e) The subcontractor is required to study the relevant drawings, Work Instruction and inspection protocol sheets given by MDL. The work is to be carried out as per Work Instructions.
- f) Inspection of tank gauging of all tanks would be carried out at various stages as per QAP. Detailed protocol will be required to be filled up at every stage as per WI. The contractor is to get the jobs inspected and cleared by QA-EY/ RMT/ any other inspecting authority as per QAP.
- g) The contractor is to ensure not to damage any fittings/ pipes/equipment which are already installed. In the event of damage to the above, the cost of the same will be recovered from the subcontractor's account.
- h) Cleanliness is vital for a submarine system, especially the hydraulic system. Hence the subcontractor has to take utmost care not to allow any dirt to enter inside any tank pipe. Extreme care is to be taken and adequate hygiene is to be maintained while tank testing of systems. Suitable blanks to be fitted after tank Pressure Testing and Gauging by subcontractor.
- i) The subcontractor will have to render a weekly progress report of all activities being carried out.
- j) The subcontractor will provide a technical file which consists of the following: -
 - i. List of inspections carried out as per WI.
 - ii. The list and a copy of each non-conformity (NCR).
 - iii. Each file (2 hard copies + 1 soft copy) to be given to MDL by the subcontractor not later than 2 weeks after the completion of works related to a subcontract order.
 - iv. It has to be noted that some partial COC may be asked by MDL during the pressure testing as part of inspection
- k) Subcontractor to have well established Quality assurance set up.

26. **List of tools:**

Sr. No.	Description of tool	Specification/Range of the tool.	Qty (Min)
1	Multimeters for measurement current in mA.	Range 0-50mA.	1
2	Volumetric counter (for measurement of water) OR Portable Flow meter of Mechanical Type.	0.5 inch dia, Range 0-100 m ³ and min resolution:0.01 m ³	1
3	Volumetric counter (for measurement of water) OR Portable Flow meter of mechanical type.	2 or 3 inch dia, range 0-100 m ³ , min resolution:0.01 m ³ and Type-Mechanical	1
4	Volumetric counter (for measurement of oil) OR Portable Flow meter of Mechanical Type.	0.5 inch dia, Range 0-100 m ³ and min resolution:0.01 m ³	1
5	Hose for water	Hose of 0.75 inch dia. OR suitable for 0.5 inch flow meter of length 100m.	1
6	Hose for water	Hose of 2 or 3 inch dia, OR suitable for 2 or 3 inch dia, flow meter of length 100m.	1
7	Hose for oil	0.75 inch dia. OR suitable for 0.5 inch flow meter (oil) of length 50m.	1
8	Submersible water pumps for draining water from tanks.	Capacity 1Hp OR 2 Hp.	1

27. **Responsibility Matrix:** As per Annexure-II.

ANNEXURE-I

Procedure for leak test and pressure test tank:

1. Install the test equipment on vent pipe
2. After Gauging activity, put necessary blanks and pressurize tank as per PTRH (Pressure testing and Rinsing Handbook) and PTP (Particular Test Protocol)
3. MDL QA representative shall be present during test.
4. Valve Position during & after Leak Test should be as per details mentioned in PTRH/Work Instruction
5. Check tank for any kind of leakages. Rectify, if any and re-do the test.
6. Ensure no leakages.
7. After test, remove testing equipment from vent pipes
8. Fill up inspection sheet in specified format.
9. Empty tank after completion of leak test
10. Inspection of tanks after drying will be as per QAP
11. Close the manhole and bend the lock washer

Annexure-II

Responsibility Matrix

Sr. No	Work Description	Responsibility	
		MDL	Contractor
1	Submission of QAP within 4 days.		✓
2	Approval of QAP from D-EY.		✓
3	Handing over of drawings/specifications/standards/WI's/protocols etc relevant to the job to be executed.	✓	
4	Mobilizing work force and requisite tooling for the work.		✓
5	Security formalities for Gate pass (Including PVR) for fitters.		✓
6	Providing Site clearance for testing.	✓	
7	Procurement of material for blanking ,rubber gaskets, tools and equipment for pressure testing.		✓
8	Preparation for the tank testing as per defined schedule.		✓
9	Cleaning of tank before tank testing.		✓
10	Inspection calls at various stages as per QAP.		✓

11	Completion of the tank testing as per the WI and drawing.		✓
12	Draining of tank after completion of tank pressure testing .		✓
13	Inspection of tank as per calls/QAP at Various stages/ Issue of Inspection clearance	✓	
14	Release of Work Completion Certificate (WCC) & Reconciliation certificate if applicable.	✓	
15	Submission of Invoice Documents as per order		✓

RATE SHEET

SR.NO.	Description	UNIT	QTY	UNIT RATE	TOTAL
1	Repair by weld build-up and grinding, thickness gauging and NDT of Fore body non-pressure hull structures including all external tanks, MBT no 1,2&3, RBFT, chain locker and fallout area as per drawings in Annexure 12 and as per survey report. Complete stud renewal.	SET	1		
2	Repair by weld build-up and grinding, thickness gauging and NDT of Aft body structures including all external tanks, MBT no 4,5, stabilizers of hydroplanes and fixed parts of rudders as per drawings in Annexure 13 and as per survey report. Complete stud renewal	SET	1		
3	Renewal of all manhole covers in fore body aft body structures including all external tanks and MBT' no 1,2&3,4,5 and RBFT as per drawings in annexure 14	SET	1		
4	Renewal and fit-up of flood gratings for MBT 1,2&3,4,5 as per drawings in annexure 19	SET	1		
5	Renewal of on-board structures (Includes marking and inspection, cutting and removal, new plate cutting, edge preparation, fit-up of new plate, fit-up inspection, welding, NDT, final inspection) (Rate/Kg) as per annexure 12,13,18 Consider maximum upto 20ton plate renewal.	KG	20000		
6	Renewal of hull penetrations in fore body and aft body as per drawing in annexure 15 and as per survey report. Consider maximum upto 25 Nos penetrations.	NOS	25		

7	Repair of hull penetrations in fore body and aft body as per drawing in annexure 15 and as per survey report. Consider maximum upto 10 Nos penetrations.	NOS	10		
8	Removal and fixing of synthetic foam blocks inside aft hydroplane stabilizer (PORT and STBD) as per drawing 1281-10-04-00. (RATE per M3) Consider maximum upto 10 cubic meter renewal. (Synthetic foam blocks will be supplied by MDL)	M3	10		
9	Repair by weld build-up and refit of structures as per drawings in Annexure 18.	SET	1		
10	Fit-up and inspection of anodes as per annexure 20. Procurement anodes are in MDL scope. All anodes will be supplied by MDL.	SET	1		
11	Fabrication and installation of pipe clamps and supports as per drawings in Annexure 21	SET	1		
12	Pressure testing before painting of Reserve bow Fuel Oil Tank	SET	1		
13	Pressure testing before painting of No.01 Main Ballast Tank	SET	1		
14	Pressure testing before painting of No.02 &3 Main Ballast Tank	SET	1		
15	Pressure testing before painting of No.04 Main Ballast Tank	SET	1		
16	Pressure testing before painting of No.5 Main Ballast Tank	SET	1		
17	Pressure testing and final boxing up after outfitting of Reserve Bow Fuel Oil Tank	SET	1		
18	Pressure testing and final boxing up after outfitting of No.01 Main Ballast Tank	SET	1		
19	Pressure testing and final boxing up after outfitting of No.02 &3 Main Ballast Tank	SET	1		
20	Pressure testing and final boxing up after outfitting of No.04 Main Ballast Tank	SET	1		
21	Pressure testing and final boxing up after outfitting of No.05 Main Ballast Tank	SET	1		

ANNEXURE F

6. RENEWAL OF INTERNAL TANK PLATES AND STRUCTURES INSIDE PRESSURE HULL. PRESSURE TESTING AND BOXING UP OF ALL INTERNAL TANKS

Sr. No	Description of Work/Job
1	Renewal of all studs of manhole covers of internal tanks
2	On-board structural renewal of all internal tanks , bulkheads,
3	Dismantling, lifting ,shock mount renewal and refit of distillate tank.
4	Repair and refit of equipment foundations
5	Pressure testing and final boxing up of all internal tank.

1. All manhole, hand hole and all openings covers to be renewed or repaired by weld build-ups as per survey report.
2. All studs of internal tank manhole, hand hole covers along with fasteners and gaskets to be renewed after survey. All fasteners and gaskets are in subcontractor’s scope.
3. All Chipping, Blasting and priming will be in MDL scope.
4. Survey of all internal tanks, bilges and inbuilt ducts are in MDL scope. After survey renewal of plates will be in subcontractor’s scope. Repair by weld build up will be in MDL scope.
5. All fabrication activities of plate renewal such as marking, cutting and removal of old plate from onboard, templates for cut out area, marking and cutting of new plate outside required edge preparation for onboard cut out and new plate, weighing, fit-up of new plate, welding of joints, flush grinding, NDT and final inspection are in subcontractor’s scope.
6. Inspection offers to be raised after Marking, cutting, fit-up, NDT and final inspection.
7. Any weld build up /welding in HY80 material will be in MDL scope.
8. Renewal of any HY80 structure is in MDL scope.
9. All Plates, profiles, pipes, elbow, round rod, welding electrodes and anodes are in MDL scope.
10. All welding machines, Stud welding machine, tools, grinding machines, portable ovens and consumables are in subcontractor’s scope.
11. **Work Duration.** Work period for renewal will be one months from site clearance after Survey. Work period for before painting pressure testing will be two weeks for each tank from site clearance after repair. Period for after outfitting pressure testing will be two weeks for each tank from the date of clearance from piping section. Final boxing up to done within one week of site clearance. Site clearance will be intimated to the subcontractor through mail by HULL MRLC. Approximate time period for all these activities will be about twelve months from date of placement of order.

INTERNAL TANKS (Annexure 22)

Sr. No	Description
1	Contaminated lubrication oil tank
2	Fuel oil collecting tank
3	Lubricating oil tank
4	No.01 Compensating Fuel Tank
5	No.02 Compensating Fuel Tank
6	No.01 Compensating Tank
7	No.02 Compensating Tank
8	No.01 trim tank
9	No.02 trim tank
10	No.03 trim tank
11	No.04 trim tank
12	No.01 Fuel Oil Tank
13	No.02 Fuel Oil Tank
14	No.03 Fuel Oil Tank
15	No.04 Fuel Oil Tank
16	No.05 Fuel Oil Tank
17	No.06 Fuel Oil Tank
18	STBD press proof compensating Tank
19	PORT press proof compensating Tank
20	No.01 Washing Water Tank
21	No.02 Washing Water Tank
22	No.01 Drinking water tank
23	No.02 Drinking water tank
24	Press proof sanitary tank
25	No.01 Torpedo Tank
26	No.02 Torpedo Tank
33	Distillate Tank
34	Fuel Oil Tank No.10

35	Battery Pit No1
36	Battery Pit No2
37	Snorkel tank

MANHOLE COVER INTERNAL TANKS (Annexure 23)

Sr. No	Description	Drawing
1	Manhole plan	1617-01-00-00
2	Manhole cover	1617-01-01-00
3	Manhole cover	1617-01-02-00
4	Manhole cover	1617-01-03-00
5	Manhole cover	1617-01-05-00
6	Manhole cover (distillate tank)	1617-01-06-00
7	Manhole cover	1617-01-07-00
8	Manhole cover	1617-01-08-00
9	Pressure tight cover	1618-01-00-00

STRUCTURAL FITTINGS (Annexure 24)

Sr. No	Description	Drawing	REMARKS
1	Drip separator (baffle plates)	4678-82-00-00	
2	Cover with sounding pipe fwd battery pit	4528-43-00-00	
3	Cover of bilge well of aft battery pit	4318-51-00-00.	
4	I beam with foundation and shock mounts	3497-61-00-00	Shock mounts to be renewed. Shock mounts will be supplied by MDL.
5	Foundation for automatic starter panel PORT and STBD	1178-12-02-00 3334-04-00-00	
6	Foundation for converter blocks port and STBD	1178-20-09-00	
7	Filling part screwed with sound proof Bulkhead door frame	1811-15-00-00	

8	Foundation of DMS panel	2764-01-00-00	
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INTERNAL TANK PENETRATION (Annexure 26)

Sr. No	Description	Drawing
1	Contaminated lubrication oil tank	
2	Fuel oil collecting tank	
3	Lubricating oil tank	1175-10-12-00
4	No.01 Compensating Fuel Tank	1175-31-12-00
5	No.02 Compensating Fuel Tank	1175-31-12-00
6	No.01 Compensating Tank	1175-31-12-00
7	No.02 Compensating Tank	1175-31-12-00
8	No.01 trim tank	1175-10-11-00
9	No.02 trim tank	1175-10-11-00
10	No.03 trim tank	1175-42-11-00
11	No.04 trim tank	1175-42-11-00
12	No.01 Fuel Oil Tank	1175-20-11-00
13	No.02 Fuel Oil Tank	
14	No.03 Fuel Oil Tank	
15	No.04 Fuel Oil Tank	
16	No.05 Fuel Oil Tank	
17	No.06 Fuel Oil Tank	
18	STBD press proof compensating Tank	1175-31-14-00
19	PORT press proof compensating Tank	1175-31-14-00
20	No.01 Washing Water Tank	1175-31-13-00
21	No.02 Washing Water Tank	1175-31-13-00
22	No.01 Drinking water tank	1175-31-13-00
23	No.02 Drinking water tank	1175-31-13-00
24	Press proof sanitary tank	1175-32-12-00
25	No.01 Torpedo Tank	1175-42-11-00
26	No.02 Torpedo Tank	1175-42-11-00
33	Distillate Tank	

34	Fuel Oil Tank No.10	1175-20-11-00
35	Battery Pit No1	1175-31-11-00
36	Battery Pit No2	1175-32-14-00
37	Snorkel tank	

ONBOARD STRUCTURES (Annexure 28)

Sr. No	Drawing	Description
1	1176-32-04-00	WC bulkhead
2		Cold and cool room bulkhead
3	1176-31-09-00 Sheet 2	Galley bulkhead

MODIFIED FOUNDATION (Annexure 29)

Sr. No	Drawing	Description
1	72172-3131-03-00-00	Modified drawing for foundation of converter 1 & 2

MODIFIED FOUNDATIONS (ANNEXURE 30)

Sr. No	Description	Drawing
1	72173-1178-10-12-00	Foundation for static frequency Converter 3,4,5 & 6

SHOCK MOUNTS DISTILLATE TANK (ANNEXURE 32)

Sr. No	Description	Drawing
1	2919-29-00-00	Mounting plan for distillate tank.

PRESSURE TESTING AND FINAL BOXING UP INTERNAL TANKS OF INS SHANKUSH AT MDL

There is a requirement of Pressure Testing of internal tanks of MRLC of INS SHANKUSH as per the scope below.

Tanks listed in work quantum are subjected to high pressure hence strength test and leak test are required for these structures, the strength tests are carried out over the tanks in compliance with the relative pressure of each entity. Leak test must be carried out prior to the strength test

Pressure testing to be carried out twice for all the tanks, first time after survey and renewal, before painting and second time after outfitting and piping.

All the internal tanks to be boxed up with original manhole covers and fasteners and fittings before second time pressure testing.

For all tests, pressurization and decompression must be gradual to prevent any dynamic compression phenomenon and to enable material to adapt to the changes in stresses.

MDL's Scope:

1. MDL User department/contract operating agency shall organize & provide water, oil, electricity, site space, storage space for testing tools & tackles.
2. MDL user department shall complete all pre-requisite required for the Pressure Testing of tanks associated with the particular system and subsystem and that shall be confirmed by QA-EY.
3. In addition, MDL shall provide the drawings, relevant technical documentation (Standard) along with WI & Protocols and all related documents upon submission of Non-Disclosure Agreement (NDA).
4. Fluid (Air/Water/Lub oil) required for the tank pressure testing will be in MDL Scope.
5. Technical guidance shall be provided by MDL to initial phase of contract for execution of the job as per drawing and standards. However, this shall not absolve the contractor of his responsibility related to quality, warranty, schedule/completion time etc. as per contract terms.

Subcontractor's Scope:

1. Subcontractor will have to collect the set of drawings, specifications, standards, WI and protocol from MDL against submission of non-disclosure agreement.
2. After collection of the confirmed order, drawing, specifications & standards, WI, Subcontractor will have to submit the QAP and get it approved from D-EY department within 5 days from the date of purchase order. Delay attributable to Subcontractor in submission of QAP shall be accounted in the period of completion. Further, Delay in approving the QAP attributable to MDL beyond 3 days shall be excluded from completion period.
3. Subcontractor to note that all required tools like, calibrated pressure gauge, dial gauge, hoses, connectors, pipe fittings, inlet and outlet fittings and small tools required for pressure testing will have to be arranged by subcontractor. In addition to this calibrated measuring instruments as required for inspection/testing at various stages of tank pressure testing will be in subcontractor scope. Bidder to produce certificate of calibration, on demand, during inspection.

4. Subcontractor will have to clean the tanks as per the requirement before start of the tank testing and after completion, draining if required.
5. Subcontractor will have to measure sizes of all coamings/openings and penetration for preparation of blanks and cutting of gasket for pressure testing. Material required for blanks and asbestos free gasket is in subcontractor's scope. Required fittings, dial gauges, hoses, pressure gauges and pressure testing tools are in subcontractor's scope. In case any other fittings, accessories required other than mentioned in scope of work shall be arranged by subcontractor. In addition to this, blind flanges for pipes, and temporary manhole covers will have to be arranged by subcontractor. Drawing is to be provided by MDL but subcontractor has to measure the sizes as per on site fitting/penetration.
6. During leak test, air leakage from all blanks and sleeves to be checked by using soapy water. Correction of repair if leakages observed in any blank will have to be carried out and test has to be repeated till satisfactory result is obtained. Pressure testing (Strength test/ leak test) of tanks is to be carried out as per work quantum and relevant drawings/work instructions. All work involved in drawings and work instructions are in subcontractor's scope.
7. All blanks for Manhole covers, penetrations and openings to be made by subcontractor. All activities for such blanks such as forming of plates, welding of blanks, drilling, temporary gaskets are all in subcontractor's scope. Material for such blanks and rubber sheets for gaskets are in subcontractor's scope. All testing blanks to be returned to MDL after completion of pressure test.
8. Testing procedure given by EY-Design Dept. to be followed for Sanitary Tank and PPCT (PORT & STBD). All blanks, jigs and fixtures have to be arranged by Subcontractor as per drawing.
9. For a water test (pressure greater than 1 bar), pressure is to be measured at lowest available point. Pressure is to be measured using pressure gauge/U-tube manometer. All pressure testing measuring tools to be calibrated from NABL approved lab.
10. Additives required (if any) such as corrosion inhibitor, Benzotriazole, Sodium, Molybdate, Trisodium phosphate and Sodium borate will be arranged by subcontractor at the time of calibration.
11. Tank Pressure Testing procedure in the WI documents are in the scope of subcontractor. Filling of tank can be done through Guillemin union/manhole/valve/pipe or Hose as per document. Onboard hoses, couplings and fittings shall be handed over to subcontractor before commencement of job. In case any other fittings, accessories required shall be arranged by subcontractor. In addition to this blind flanges for the pipes, equipment and temporary manhole covers will have to be arranged by subcontractor.
12. Subcontractor will have to raise the inspection calls at various stages of tank Pressure Testing as per QAP well in advance to ensure the on time inspection by MDL authority. Inspection and clearance of work executed is responsibility of the subcontractor.
13. Subcontractor to submit all the inspection reports (at all Stage) duly authorized by MDL (QA-EY) & reviewed by SRMT/Ship Staff after tank pressure testing. Thereafter, Work completion

certificate (WCC) shall be certified within seven working days after completion by the executive of the rank not less than Chief Manager of the user.

Following are the stage of pressure testing

Leak Test (Self Inspection).

Pressure Test to be offered to EY-QA and SRMT for inspection.

14. Subcontractor to note that all required tools like, calibrated flow meter, multi-meter, hoses, connectors, pipe clips and small tools required for process will have to be arrange by subcontractor.
15. Before second time pressure testing of internal tanks after painting and outfitting, boxing up of each tank to be undertaken. This boxing up to be Offered to EY-QA and SRMT. During inspection all painting and pipe system outfitting points to be intimated to HULL MRLC. Rectification of all such points are in MDL scope. After clearance from EY-QA and SRMT final boxing up of tanks to be done with original gaskets, manhole covers and fasteners. A protocol to be made for final boxing up of each tank.
16. Final inspection report for blasting, painting, survey and repair renewal of structure, system piping inside each tank will be provided by MDL. These activities are in MDL scope.
17. Second time pressure testing of all internal tanks with system pipelines to done after final boxing up.
18. In case, any defect the observed during stage inspection/final inspection attributable to Subcontractor, it will have to be rectified/repared at no extra cost. Re-inspection will have to be done before proceeding to next stage or final clearance to ensure the compliance to drawing, specification & standards.
19. Subcontractor will have to drain the tanks with intimation to user department after completion of pressure testing of tanks.
20. MDL reserves the right to ask the subcontractor to enhance the capacity including manpower deployed to achieve the target rate of tank pressure testing during contractual period.
21. Fabrication and drilling of blanks and any welding or tacking required will be on subcontractor's scope. Welding on pressure hull /HY80 structure will be in MDL scope.
22. Subcontractor will have to ensure the proper completion documentation as mentioned in the MDL order and WI after completion of tank gauging such as inspection clearance note by MDL, test certificates/protocols, any noncompliance to the documentation during completion may lead to delay in providing the WCC by MDL
23. Subcontractors are requested to include all the price of mobilization (man & machine), tooling, set up, operations, inspection & reporting & demobilization (man & machine) in above rates

24. Bidder to have minimum of 4 Nos. Fitters and one Supervisor with diploma in mechanical engineering having 3 years of experience.

Sr. No.	Description	Pressure Test (Bar)	Testing Fluid	Vol (m3)	Pressure testing before painting Unit Rate (Rs.)	Pressure testing and final boxing up after outfitting Unit Rate (Rs.)
1	Contaminated lubrication oil tank	0.7	Water	2.3		
2	Fuel oil collecting tank	0.7	Water	2.29		
3	Lubricating oil tank	0.7	Water	7.99		
4	No.01 Compensating Fuel Tank	3.125	Water	9.99		
5	No.02 Compensating Fuel Tank	3.125	Water	9.72		
6	No.01 Compensating Tank	3.125	Water	15.04		
7	No.02 Compensating Tank	3.125	Water	15.04		
8	No.01 trim tank	3.125	Water	6.08		
9	No.02 trim tank	3.125	Water	6.08		
10	No.03 trim tank	3.125	Water	4.75		
11	No.04 trim tank	3.125	Water	4.75		
12	No.01 Fuel Oil Tank	3.125	Water	35.11		
13	No.02 Fuel Oil Tank	3.125	Water	34.83		
14	No.03 Fuel Oil Tank	3.125	Water	13.33		
15	No.04 Fuel Oil Tank	3.125	Water	12.31		

16	No.05 Fuel Oil Tank	3.125	Water	13.18		
17	No.06 Fuel Oil Tank	3.125	Water	13.99		
18	STBD press proof compensating Tank	65	Water	3.92		
19	PORT press proof compensating Tank	65	Water	3.92		
20	No.01 Washing Water Tank	0.7	Water	5.98		
21	No.02 Washing Water Tank	0.7	Water	9.07		
22	No.01 Drinking water tank	0.7	Water	6.76		
23	No.02 Drinking water tank	0.7	Water	6.76		
24	Press proof sanitary tank	37.5	Water	2.4		
25	No.01 Torpedo Tank	3.125	Water	9.9		
26	No.02 Torpedo Tank	3.125	Water	8.92		
27	Distillate Tank	0.7	Water	1.7		
28	Fuel Oil Tank No.10	3.125	Water	13.5		
29	Snorkel tank	-	-	-	NA	NA
30	Battery Pit No1	-0.06	air			
31	Battery Pit No2	-0.06	air			

Notes:

1. Tank testing to be done as per tank testing plan drg no 1074-01-00-00
2. Testing medium (Water/Air) will be decided after hull survey of internal tanks.

25. General Instructions:

- a. Hindrance register system shall be implemented to account the responsibilities in case of delay. Sub-contractor has to maintain Hindrance Register.

- b. The contractor is to prepare a micro-level plan of tank gauging of all tanks. Detailed work schedule shall be prepared by the contractor and submitted for approval.
- c. The subcontractor will be required to follow all safety norms and procedures to ensure safety of men and materials (with respect to theft, fire, accidents or any other incidence). The operatives shall wear safety shoes, helmets, boiler suits, goggles, and hand gloves etc. as part of safety rules. The subcontractor shall install fully equipped First Aid box near the site.
- d. In case Subcontractor wants to understand the job to be executed, may visit MDL (P-EY) before submission of the offer for better clarity and understanding.
- e. The subcontractor is required to study the relevant drawings, Work Instruction and inspection protocol sheets given by MDL. The work is to be carried out as per Work Instructions.
- f. Inspection of tank gauging of all tanks would be carried out at various stages as per QAP. Detailed protocol will be required to be filled up at every stage as per WI. The contractor is to get the jobs inspected and cleared by QA-EY/ RMT/ any other inspecting authority as per QAP.
- g. The contractor is to ensure not to damage any fittings/ pipes/equipment which are already installed. In the event of damage to the above, the cost of the same will be recovered from the subcontractor's account.
- h. Cleanliness is vital for a submarine system, especially the hydraulic system. Hence the subcontractor has to take utmost care not to allow any dirt to enter inside any tank pipe. Extreme care is to be taken and adequate hygiene is to be maintained while tank testing of systems. Suitable blanks to be fitted after tank Pressure Testing and Gauging by subcontractor.
- i. The subcontractor will have to render a weekly progress report of all activities being carried out.
- j. The subcontractor will provide a technical file which consists of the following:
 - i. List of inspections carried out as per WI.
 - ii. The list and a copy of each non-conformity (NCR).
 - iii. Each file (2 hard copies + 1 soft copy) to be given to MDL by the subcontractor not later than 2 weeks after the completion of works related to a subcontract order.
 - iv. It has to be noted that some partial COC may be asked by MDL during the pressure testing as part of inspection
- k. Subcontractor to have well established Quality assurance set up.

26. **List of tools:**

Sr. No.	Description of tool	Specification/Range of the tool.	Qty (Min)
1	Multimeters for measurement current in mA.	Range 0-50mA.	1
2	Volumetric counter (for measurement of water) OR Portable Flow meter of Mechanical Type.	0.5 inch dia, Range 0-100 m ³ and min resolution:0.01 m ³	1
3	Volumetric counter (for measurement of water) OR Portable Flow meter of mechanical type.	2 or 3 inch dia, range 0-100 m ³ , min resolution:0.01 m ³ and Type-Mechanical	1
4	Volumetric counter (for measurement of oil) OR Portable Flow meter of Mechanical Type.	0.5 inch dia, Range 0-100 m ³ and min resolution:0.01 m ³	1
5	Hose for water	Hose of 0.75 inch dia. OR suitable for 0.5 inch flow meter of length 100m.	1
6	Hose for water	Hose of 2 or 3 inch dia, OR suitable for 2 or 3 inch dia, flow meter of length 100m.	1
7	Hose for oil	0.75 inch dia. OR suitable for 0.5 inch flow meter (oil) of length 50m.	1
8	Submersible water pumps for draining water from tanks.	Capacity 1Hp OR 2 Hp.	1

27. **Responsibility Matrix:** As per Annexure-II.

ANNEXURE-I

Procedure for leak test and pressure test of tanks:

12. Install the test equipment on vent pipe
13. Put necessary blanks and pressurize tank as per PTRH (Pressure testing and Rinsing Handbook) and PTP (Particular Test Protocol)
14. MDL QA representative shall be present during test.
15. Valve Position during & after Leak Test should be as per details mentioned in PTRH/Work Instruction
16. Check tank for any kind of leakages. Rectify, if any and re-do the test.
17. Ensure no leakages.
18. After test, remove testing equipment from vent pipes
19. Fill up inspection sheet in specified format.
20. Empty tank after completion of leak test
21. Inspection of tanks after drying will be as per QAP
22. Close the manhole and bend the lock washer

Annexure-II

Responsibility Matrix

Sr. No	Work Description	Responsibility	
		MDL	Contractor
1	Submission of QAP within 4 days.		✓
2	Approval of QAP from D-EY.		✓
4	Handing over of drawings/specifications/standards / WI's / protocols etc relevant to the job to be executed.	✓	
5	Mobilizing work force and requisite tooling for the work.		✓
6	Security formalities for Gate pass (Including PVR) for fitters.		✓
7	Providing Site clearance for testing.	✓	
8	Procurement of material for blanking ,rubber gaskets, tools and equipment for pressure testing.		✓
9	Preparation for the tank testing as per defined schedule.		✓
10	Cleaning of tank before tank testing.		✓

11	Inspection calls at various stages as per QAP.		✓
12	Completion of the tank testing as per the WI and drawing.		✓
13	Draining of tank after completion of tank pressure testing .		✓
14	Inspection of tank as per calls/QAP at Various stages/ Issue of Inspection clearance	✓	
15	Release of Work Completion Certificate (WCC) & Reconciliation certificate if applicable.	✓	
16	Submission of Invoice Documents as per order		✓

RATE SHEET

SR.NO.	Description	UNIT	QTY	RATE	TOTAL
1	Repair by weld buildup and grinding of manhole and hand hole covers of all internal tanks as per survey report. Complete stud renewal. (annexure 22 & 23)	SET	1		
2	Renewal of on-board structures (Includes marking and inspection, cutting and removal, new plate cutting, edge preparation, fit-up of new plate, fit-up inspection, welding, NDT, final inspection) .	KG	3000		
3	Repair and refit of structural fittings as per annexure 24.	SET	1		
4	Repair by weld build-up of penetrations onboard of internal tanks as per Annexure 26.	NOS	100		
5	Renewal of penetrations onboard of internal tanks as per Annexure 26.	NOS	60		
6	Repair by weld builds and grinding of WC bulkhead as per Annexure 28	SET	1		
7	Repair by weld builds and grinding of cold store bulkhead as per Annexure 28	SET	1		
8	Repair by weld builds and grinding of galley bulkhead as per Annexure 28	SET	1		
9	Survey, repair by weld build up , modify and refit old foundation of converter 1 & 2 as per drawings in Annexure 29	SET	1		

10	Renewal and refitting of shock mounts of distillate tank by lifting the tank by suitable means. Install the tank after renewal of shock mounts. Shock mounts will be provided by MDL. Annexure 32	SET	1		
11	Pressure testing before painting of Contaminated lubrication oil tank	SET	1		
12	Pressure testing before painting of Fuel oil collecting tank	SET	1		
13	Pressure testing before painting of Lubricating oil tank	SET	1		
14	Pressure testing before painting of No.01 Compensating Fuel Tank	SET	1		
15	Pressure testing before painting of No.02 Compensating Fuel Tank	SET	1		
16	Pressure testing before painting of No.01 Compensating Tank	SET	1		
17	Pressure testing before painting of No.02 Compensating Tank	SET	1		
18	Pressure testing before painting of No.01 trim tank	SET	1		
19	Pressure testing before painting of No.02 trim tank	SET	1		
20	Pressure testing before painting of No.03 trim tank	SET	1		
21	Pressure testing before painting of No.04 trim tank	SET	1		
22	Pressure testing before painting of No.01 Fuel Oil Tank	SET	1		
23	Pressure testing before painting of No.02 Fuel Oil Tank	SET	1		
24	Pressure testing before painting of No.03 Fuel Oil Tank	SET	1		
25	Pressure testing before painting of No.04 Fuel Oil Tank	SET	1		
26	Pressure testing before painting of No.05 Fuel Oil Tank	SET	1		
27	Pressure testing before painting of No.06 Fuel Oil Tank	SET	1		
28	Pressure testing before painting of STBD press proof compensating Tank	SET	1		

29	Pressure testing before painting of PORT press proof compensating Tank	SET	1		
30	Pressure testing before painting of No.01 Washing Water Tank	SET	1		
31	Pressure testing before painting of No.02 Washing Water Tank	SET	1		
32	Pressure testing before painting of No.01 Drinking water tank	SET	1		
33	Pressure testing before painting of No.02 Drinking water tank	SET	1		
34	Pressure testing before painting of Press proof sanitary tank	SET	1		
35	Pressure testing before painting of No.01 Torpedo Tank	SET	1		
36	Pressure testing before painting of No.02 Torpedo Tank	SET	1		
37	Pressure testing before painting of Distillate Tank	SET	1		
38	Pressure testing before painting of Fuel Oil Tank No.10	SET	1		
39	Vaccum test before painting of Battery Pit No1	SET	1		
40	Vaccum test before painting of Battery Pit No2	SET	1		
41	Pressure testing and final boxing up after outfitting of Contaminated lubrication oil tank	SET	1		
42	Pressure testing and final boxing up after outfitting of Fuel oil collecting tank	SET	1		
43	Pressure testing and final boxing up after outfitting of Lubricating oil tank	SET	1		
44	Pressure testing and final boxing up after outfitting of No.01 Compensating Fuel Tank	SET	1		
45	Pressure testing and final boxing up after outfitting of No.02 Compensating Fuel Tank	SET	1		
46	Pressure testing and final boxing up after outfitting of No.01 Compensating Tank	SET	1		
47	Pressure testing and final boxing up after outfitting of No.02 Compensating Tank	SET	1		
48	Pressure testing and final boxing up after outfitting of No.01 trim tank	SET	1		

49	Pressure testing and final boxing up after outfitting of No.02 trim tank	SET	1		
50	Pressure testing and final boxing up after outfitting of No.03 trim tank	SET	1		
51	Pressure testing and final boxing up after outfitting of No.04 trim tank	SET	1		
52	Pressure testing and final boxing up after outfitting of No.01 Fuel Oil Tank	SET	1		
53	Pressure testing and final boxing up after outfitting of No.02 Fuel Oil Tank	SET	1		
54	Pressure testing and final boxing up after outfitting of No.03 Fuel Oil Tank	SET	1		
55	Pressure testing and final boxing up after outfitting of No.04 Fuel Oil Tank	SET	1		
56	Pressure testing and final boxing up after outfitting of No.05 Fuel Oil Tank	SET	1		
57	Pressure testing and final boxing up after outfitting of No.06 Fuel Oil Tank	SET	1		
58	Pressure testing and final boxing up after outfitting of STBD press proof compensating Tank	SET	1		
59	Pressure testing and final boxing up after outfitting of PORT press proof compensating Tank	SET	1		
60	Pressure testing and final boxing up after outfitting of No.01 Washing Water Tank	SET	1		
61	Pressure testing and final boxing up after outfitting of No.02 Washing Water Tank	SET	1		
62	Pressure testing and final boxing up after outfitting of No.01 Drinking water tank	SET	1		
63	Pressure testing and final boxing up after outfitting of No.02 Drinking water tank	SET	1		
64	Pressure testing and final boxing up after outfitting of Press proof sanitary tank	SET	1		
65	Pressure testing and final boxing up after outfitting of No.01 Torpedo Tank	SET	1		
66	Pressure testing and final boxing up after outfitting of No.02 Torpedo Tank	SET	1		
67	Pressure testing and final boxing up after outfitting of Distillate Tank	SET	1		

68	Pressure testing and final boxing up after outfitting of Fuel Oil Tank No.10	SET	1		
69	Final boxing up after outfitting of Snorkel tank	SET	1		
70	Vaccum testing after outfitting of Battery Pit No1	SET	1		
71	Vaccum testing after outfitting of Battery Pit No2	SET	1		

ANNEXURE G

7.SCOPE OF WORK FOR SHIFTING OF 10 NOS SUBMARINE SUPPORT CRADLES OF INS SHANKUSH

Subcontractors Scope

1. Shifting & repositioning of 10 Nos submarine support cradles of INS SHANKUSH under guidance of MDL.
2. 8 Nos. 100 T hydraulic jacks with synchronized power pack with men.
3. Transportation of jacks from Vendors premises to MDL and Vice versa.
4. **Procedure for Shifting of Cradle.** The procedure for shifting of cradles is divided in two phases and is as follows-

Phase-I

- (a) Refer drawing no. MRLC-2018-00-01 Rev B for Shifting of cradle nos. 4, 6 and 7.
- (b) Use 4 nos. jacks of 100MT below each Cradle
- (c) Place 4 nos. of 100MT jacks below cradles (Cradle no. 3 and 5.) as indicated in the Annexure-1 attached.
- (d) Put vertical wooden shore support below the jack inside the pontoon to avoid deformation.
- (e) Put 20- 30 mm MS plate on the pontoon below the jack for load distribution as indicated in the sketch
- (f) All 8 lifting jacks to be synchronized using one power pack.
- (g) Lift all the synchronized jacks under the cradle 3 and 5 by sufficient height in order to release the load on cradle nos. 4, 6 and 7. Also ensure the contact of other cradles with the hull.
- (h) Lifting of cradle nos. 4, 6 and 7 manually or by screw jack by 10mm.
- (i) Put approximately 1500 x 520x 3-4mm plate on each skid beam below cradle nos. 4, 6 and 7
- (j) Use steel rods for rolling between cradle and skid beam steel plate.
- (k) Pull the cradle 300-400mm manually or by using some other means towards aft or forward for new position of cradle. Final position will be indicated at the time of shifting.
- (l) Remove the plate and steel rods below these cradles after shifting.
- (m) Lowering of cradles nos. 3 & 5 by lowering the jacks to original position.
- (n) Remove of these jacks to put under new cradles.
- (o) Insert the jacks below cradle nos. 4 and 6 for shifting cradles no 3 and 5.
- (p) Follow the procedure indicated above form para 3 to 14.
- (q) Insert the jacks below cradle nos. 9 and 11 for shifting cradles no 8, 10 and 12.
- (r) Follow the procedure indicated above form para 3 to 12.
- (s) Insert the jacks below cradle nos. 10 and 12 for shifting cradles no 9 and 12.

Phase-II

- (t) Repeat the same procedure for shifting back all the cradles to original position after painting activity carried out by MDL.

5. The activity to be undertaken under utmost caution. The vendor is to be careful against the following-
 - (a) Personnel Safety and all safety norms of MDL to be followed.
 - (b) Use of PPE. PPEs is to be supplied by subcontractor.
 - (c) Condition of soft wood on cradle. In the event of its crushing inform the central coordinator.
 - (d) Condition of balance cradle arms and boat hull. Any abnormalities to be informed immediately.

Note: All material required for execution of work is in subcontractor’s scope.

MDL Scope

6. Procedure for shifting/ repositioning of cradles as mentioned above.
7. All necessary gate passes for entering MDL premises during entire period of contract.

General

8. **Work Duration.** The duration of work for each phase is 07 days after clearance from HULL MRLC. Date of clearance will be informed through mail from HULL MRLC. First phase shifting to be done around six months from and second phase repositioning to be done around eighteen months from the date of placement of order.
9. **Mobilization period.** Phase wise mobilization period as follows-
 - (a) **Phase I-** Within 3 days from intimation by MDL.
 - (b) **Phase II-** Within 03 days from intimation by MDL.
10. **Rate Sheet.** As tabulated below-

Sr. No.	Activity	UNIT	QTY	UNIT RATE	TOTAL
a	Shifting of 10 Nos. submarine support cradles	SET	1		
b	Re-positioning of 10 Nos. submarine support cradles	SET	1		

11. **Responsibility Matrix:** As per Annexure-1
12. In case of the performance of the firm is not found to be satisfactory and any point of time, MDL reserves the right to cancel the order.

Annexure-1

RESPONSIBILITY MATRIX

Sr. No.	Description	Subcontractor	MDL
1	8 Nos 100T hydraulic jacks with synchronized power pack with men	✓	
2	Shifting of submarine support cradles one by one and shifting back to original place under guidance of MDL	✓	
3	Transportation of men & material required for job from Vendors premises to MDL and Vice versa	✓	
4	All material required for shifting/ repositioning of cradles	✓	
6	Preparation of necessary gate passes for entering MDL premises		✓
7	Issue of WCC		✓
8	Release of Payment		✓

ANNEXURE H

8.SCOPE OF WORK FOR SURVEY, REPAIR, FABRICATION AND INSTALLATION OF NON-HY80 FOUNDATIONS AT MDL PREMISES

Part I –Survey and Repair of foundations at MDL premises

This scope of work pertains to survey and repair of approximately 1000 Nos. of Non HY80 foundations, structures, clamps and supports for INS SHANKUSH in MDL premises in the weight range 0-2 Kg ,2-10,10-100 Kg, 100 – 1000KG.

1. All drawings and relevant documents for survey and repair of foundations, structures, clamps and supports will be provided by MDL.
2. Survey of foundations and structures to be done after basting to bare metal. Basting and painting is in MDL scope.
3. After blasting all the foundations to be offered to EY-QA and SRMT for survey. Survey report to be submitted.
4. For big structures pitting points to be grinded and NDT done. Undertake thickness gauging of the grinded area. Survey reports made based on thickness by EY-QA.
5. For small clamps and supports survey done after blasting without any grinding.
6. Repair by weld build up or renewal of foundation done as per survey report.
7. Grinding, NDT, welding for survey and repair are in subcontractor's scope.
8. After repair and NDT the foundations to be offered to EY-QA and SRMT for final inspection.
9. All consumables, tools and machines for undertaking the above job is in subcontractor's scope.
10. All materials including plates and profiles, round rod, electrodes and fasteners will be provided by MDL
11. Plate preparation of the foundations to be done before blasting and painting this will be in subcontractor's scope.
12. The subcontractor should to receive all foundations through proper MDN from different sections of MRLC 2. After completion of job the subcontractor should handover the foundations to concern section through proper MDN

Part II –Fabrication of Non-HY80 seating at MDL premises

This scope of work pertains to fabrication of 1000 appx. Nos. of Non HY80 seats for INS SHANKUSH in MDL premises in the weight range 0-2 Kg ,2-10,10-100 Kg, 100 – 1000KG.

1. All drawings and relevant documents for fabrication of foundations and structures will be provided by MDL.
2. All activities for the job such as marking, cutting, grinding, bevelling, drilling, tapping, forming, machining, fit up, fit up inspection, welding NDT and final inspection are in subcontractor's scope.
3. All consumables, tools and machines for undertaking the above job is in subcontractor's scope.
4. Procurement of all materials including plates and profiles, pipes , solid rods, electrodes and fasteners in MDL scope.
5. Contractor has to arrange suitable size platform / Cast Iron block (if required) for fabrication of seats within the allocated space for meeting the indicated delivery schedule.
6. Basting and painting is in MDL scope.
7. Plate preparation of the foundations to be done before blasting and painting this will be in subcontractor's scope.
8. The contractor has to fabricate complete seating as per drawings, documents & procedures provided by MDL. He has to make all machining & forming work as mentioned in the drawing.
9. The contractor shall have to fabricate specific tools and jigs, if required, for the fabrication. Materials including the consumables required for manufacturing of Skids, Jigs & fixtures, Template / wooden templates etc. are to be arranged by the contractor. Material for Jig is IS2062.
10. The contractor shall take all necessary precautions to minimize wastage/rework/damage during fabrication. Any such damages/nonconformities may be repaired only prior approval of the production in-charge.

Part III -Scope of Work for installation of Non HY80 seating at MDL premises for INS SHANKUSH

This scope includes of installation of Non HY80 foundations on structures of Non HY80 and HY80 for INS SHANKUSH MDL premises.

1. All drawings and relevant documents for installation of foundations and structures will be provided by MDL.
2. All activities for the job such as marking, cutting, grinding, bevelling, drilling, taping, forming, fit up, fit up inspection, welding, NDT and final inspection are in subcontractor's scope. Any tacking or welding on HY80 structure will be done by MDL.
3. All consumables, tools and machines for undertaking the above job is in subcontractor's scope.
4. Procurement of all materials including plates and profiles, electrodes and fasteners in MDL scope
5. During installation of Non-HY80 seats on HY80 structures, tacking and welding will be done by MD and NDT and all related work is in contractor scope. Preheating using flame will be in subcontractor's scope. Preheating using transformers will be in MDL scope.
6. Basting and painting is in MDL scope.
7. Plate preparation of the foundations to be done before blasting and painting this will be in subcontractor's scope.
8. Contractor has to ensure dimensional accuracy and has to control welding distortions. It is therefore, absolutely essential to follow procedures as mentioned in documents provided.
9. Tolerances given in the drawings and documents are to be achieved by the contractor while executing the job.
10. Any rework due to non-conformity from quality requirement point of view has to be done by contractor at no extra cost to MDL.

GENERAL TERMS AND CONDITIONS

1. **Work Duration**. The work period will be six months for survey of foundations and structures from the date of placement of order. Work period for repair, fabrication and installation of foundations will be eighteen months from date of placement of order.
2. **Responsibility Matrix**: As per Annexure-2.

ANNEXURE-1

Tentative Quality Assurance Plan (QAP)

QAP-1. For Survey, Repair, Fabrication and Installation of Foundation

S. No.	Description	Type of Inspection	Reference Document	Inspected by	
				QA-EY	SRMT (Mb)
1	Material Identification	Sampling	As per relevant drgs.	W	W
2	Fit-up on tack	Dimensional	--do--	W	R
3	Welding/NDT	As per specification	----	W	W
4	Final inspection after welding	Dimensional	--do--	W	W

ANNEXURE-2

Responsibility Matrix for Seating manufacturing

Sr. No.	Activity	Responsibility	
		MDL	Sub-contractor
1	Mobilization work		✓
2	Arrangement of Gate pass for personnel		✓
3	Provision of space in MDL for carrying out fabrication	✓	
4	Arrangement of boxes with lockers for safety (for keeping tools & cut parts)		✓
5	Issue of drawings,	✓	
6	All materials including plates and profiles ,pipes, solid rods and fasteners.	✓	
7	Arrangement of transportation trips between MDL and sub-contractors premises		✓
8	Preparation of QAP & get it approval from SRMT		✓
9	Call for inspections		✓
10	Blasting and priming	✓	
11	Arranging NDT		✓
12	Issue of WCC	✓	
13	Submission of invoices for payment		✓
14	Payment for work carried out	✓	
15	Suitable working platform for fabrication of assembly		✓
16	All Tools, consumables and man power for fabrication and installation		✓

RATE SHEET FOR SURVEY AND REPAIR OF SEATS

Sr.No.	Item Description	Unit	QTY	Unit Rate	Total
1	Survey of foundation, pipe clamp and pipe support, cable clamp and structures above 0 Kg. up to 2 Kg	KG	2000		
2	Survey of foundation, pipe clamp and pipe support, cable clamp and structures above 2 Kg. up to 10 Kg	KG	2000		
3	Survey of foundation, pipe clamp and pipe support, structures, cable clamp Above 10 Kg & Up to 100 Kg	KG	2000		
4	Survey of foundation and structures, Above 100 Kg & Up to 1000 Kg	KG	2000		
5	Repair of foundation, pipe clamp and pipe support, cable clamp and structures above 0 Kg. up to 2 Kg	KG	2000		
6	Repair of foundation, pipe clamp and pipe support, cable clamp and structures above 2 Kg. up to 10 Kg	KG	2000		
7	Repair of foundation and structure Above 10 Kg & Up to 100 Kg	KG	2000		
8	Repair of foundation and structures, Above 100 Kg & Up to 1000 Kg	KG	2000		
9	Fabrication of foundation, pipe clamp and pipe support, cable clamp and structures above 0 Kg. up to 2 Kg	KG	2000		
10	Fabrication of foundation, pipe clamp and pipe support, cable clamp and structures above 2 Kg. up to 10 Kg	KG	2000		
11	Fabrication of foundation and structures, cable clamp Above 10 Kg & Up to 100 Kg	KG	2000		
12	Fabrication of foundation and structures Above 100 Kg & Up to 1000 Kg	KG	2000		
13	Installation of foundation, pipe clamp and pipe support, cable clamp and structures above 0 Kg. up to 2 Kg,	KG	2000		
14	Installation of foundation, pipe clamp and pipe support, cable clamp and structures above 2 Kg. up to 10 Kg,	KG	2000		
15	Installation of foundation and structures Above 10 Kg & Up to 100 Kg	KG	2000		
16	Installation of foundation and structures Above 100 Kg & Up to 1000 Kg	KG	2000		

RATE SHEET PRESCRIBED FORMAT

(Please quote on your letter head only)

SR NO.	Material /service details	QTY	Unit	Quoted/Not Quoted
Group A	SONAR DOME, UPPER AND LOWER RUDDERS,,AFT HYDROPLANE (PORT & STBD) STERN TUBE This Group covers the Services Sr. No. 100,200,300,500	1	AU	
100	Service Short text:- SONAR DOME Service Group:- 1005322 - MISC OUTFIT ITEM FABRICATION AND INSTALLATION OF SONAR DOME The Line item 100 covers the following services 1 to 2			
1	Fabrication of Sonar Dome with CIA foundation as per 72135/1289-50-07-00 & 72135/1283-42-08-00	1	SET	
2	Installation of sonar dome as per drawing 72135/1289-50-07-00	1	SET	
200	Service Short text:- UPPER & LOWER RUDDERS Service Group:- 1005322 - MISC OUTFIT ITEM FABRICATION AND MACHINING OF UPPER & LOWER RUDDERS The Line item 200 covers the following services 3 to 4			
3	Fabrication and machining of upper rudder as per drawing no. 4123-01-00-00	1	SET	
4	Fabrication and Machining of lower rudder as per drawing no. 4123-02-00-00	1	SET	
300	Service Short text:- AFT HYDROPLANE PORT AND STBD Service Group:- 1005322 - MISC OUTFIT ITEM FOR FABRICATION AND MACHINING OF AFT HYDROPLANE PORT AND STBD The Line item 300 covers the following services 5 to 6			
5	Fabrication and Machining of AFT Hydroplanes PORT as per drawing no. 4121-01-00-00	1	SET	
6	Fabrication and Machining of AFT Hydroplanes STBD As per drawing no. 4121-01-00-00	1	SET	

500	<p>Service Short text:- STERN TUBE Service Group:- 1005322 - MISC OUTFIT ITEM The Line item 500 covers the following services 07 to 10</p>			
7	Degutting and removal of Stern Tube as per drawings no 1281-10-03-00	1	SET	
8	Manufacture and pressure testing (shop floor) of Stern Tube as per drawings no 1281-10-03-00	1	SET	
9	Installation of Stern Tube as per drawing no 1281-10-03-00	1	SET	
10	Pressure testing of stern tube on board after installation as per drawing no 1281-10-03-00	1	SET	
Group B	<p>FOREBODY & AFTBODY, INTERNAL TANKS.CRADLE SHIFTING & NONHY80 FOUNDATIONS This Group covers the Services Sr. No. 600,700,800 & 900</p>	1	AU	
600	<p>Service Short text:- REPAIR, RENEWAL OF FORE AND AFT BODY Service Group:- 1005322 - MISC OUTFIT ITEM REPAIR, RENEWAL OF FORE AND AFT BODY NON PRESSURE HULL STRUCTURES.PRESSURE TESTING AND FINAL BOXING UP OF ALL EXTERNAL TANKS AND MBT'S The Line item 600 covers the following services 11 to 31</p>			
11	Repair by weld build-up and grinding, thickness gauging and NDT of Fore body non-pressure hull structures including all external tanks, MBT no1,2&3, RBFT, chain locker and fallout area as per drawings in Annexure 12 and as per survey report. Complete stud renewal.	1	SET	
12	Repair by weld build-up and grinding, thickness gauging and NDT of Aft body structures including all external tanks, MBT no 4,5, stabilizers of hydroplanes and fixed parts of rudders as per drawings in Annexure 13 and as per survey report. Complete stud renewal	1	SET	
13	Renewal of all manhole covers in fore body aft body structures including all external tanks and MBT' no 1,2&3,4,5 and RBFT as per drawings in annexure 14	1	NOS	
14	Renewal and fit-up of flood gratings for MBT 1,2&3,4,5 as per drawings in annexure 19	1	SET	

15	Renewal of on-board structures (Includes marking and inspection, cutting and removal, new plate cutting, edge preparation, fit-up of new plate, fit-up inspection, welding, NDT, final inspection) (Rate/Kg) as per annexure 12,13,18 Consider maximum upto 20ton plate renewal.	20000	KG	
16	Renewal of hull penetrations in fore body and aft body as per drawing in annexure 15 and as per survey report. Consider maximum upto 25 Nos penetrations. (RATE/PIECE).	25	Nos	
17	Repair of hull penetrations in fore body and aft body as per drawing in annexure 15 and as per survey report. Consider maximum upto 10 Nos penetrations.	10	Nos	
18	Removal and fixing of synthetic foam blocks inside aft hydroplane stabilizer (PORT and STBD) as per drawing 1281-10-04-00. (RATE per M3) Consider maximum upto 10 cubic meter renewal. (Synthetic foam blocks will be supplied by MDL)	10	M3	
19	Repair by weld build-up and refit of structures as per drawings in Annexure 18.	1	SET	
20	Fit-up and inspection of anodes as per annexure 20. Procurement anodes are in MDL scope. All anodes will be supplied by MDL.	1	SET	
21	Fabrication and installation of pipe clamps and supports as per drawings in Annexure 21	1	SET	
22	Pressure testing before painting of Reserve bow Fuel Oil Tank	1	SET	
23	Pressure testing before painting of No.01 Main Ballast Tank	1	SET	
24	Pressure testing before painting of No.02 &3 Main Ballast Tank	1	SET	
25	Pressure testing before painting of No.04 Main Ballast Tank	1	SET	
26	Pressure testing before painting of No.5 Main Ballast Tank	1	SET	
27	Pressure testing and final boxing up after outfitting of Reserve Bow Fuel Oil Tank	1	SET	
28	Pressure testing and final boxing up after outfitting of No.01 Main Ballast Tank	1	SET	
29	Pressure testing and final boxing up after outfitting of No.02 &3 Main Ballast Tank	1	SET	
30	Pressure testing and final boxing up after outfitting of No.04 Main Ballast Tank	1	SET	
31	Pressure testing and final boxing up after outfitting of No.05 Main Ballast Tank	1	SET	

700	<p>Service Short text:- RENEWAL OF INTERNAL TANK PLATES AND STRU Service Group:- 1005322 - MISC OUTFIT ITEM The Line item 700 covers the following services 32 to 103</p>			
32	Repair by weld build up & grinding of manhole and hand hole covers of all internal tanks as per Survey report. Complete stud renewal(annexure 22 & 23).	1	SET	
33	Renewal of on-board structures (Includes marking and inspection, cutting and removal, new plate cutting, edge preparation, fit-up of new plate, fit-up inspection, welding, NDT, final inspection) (per Kg).	3000	KG	
34	Repair and refit of structural fittings as per annexure 24.	1	SET	
35	Repair by weld build up of penetrations onboard of internal tanks as per Annexure 26.	100	NOS	
36	Renewal of penetrations onboard of internal tanks as per Annexure 26.	60	NOS	
37	Renewal of penetrations onboard of internal tanks as per Annexure 26.	1	SET	
38	Repair by weld builds and grinding of cold store bulkhead as per Annexure 28	1	SET	
39	Repair by weld builds and grinding of galley bulkhead as per Annexure 28	1	SET	
40	Survey, repair by weld build up, modify and refit old foundation of converter 1 & 2 as per drawings in Annexure 29	1	SET	
41	Renewal and refitting of shock mounts of distillate tank by lifting the tank by suitable means. Install the tank after renewal of shock mounts. Shock mounts will be provided by MDL. Annexure 32	1	SET	
42	Pressure testing before painting of Contaminated lubrication oil tank	1	SET	
43	Pressure testing before painting of Fuel oil collecting tank	1	SET	
44	Pressure testing before painting of Lubricating oil tank	1	SET	
45	Pressure testing before painting of No.01 Compensating Fuel Tank	1	SET	
46	Pressure testing before painting of No.02 Compensating Fuel Tank	1	SET	
47	Pressure testing before painting of No.01 Compensating Tank	1	SET	
48	Pressure testing before painting of No.02 Compensating Tank	1	SET	
49	Pressure testing before painting of No.01 trim tank	1	SET	
50	Pressure testing before painting of No.02 trim tank	1	SET	
51	Pressure testing before painting of No.03 trim tank	1	SET	
52	Pressure testing before painting of No.04 trim tank	1	SET	
53	Pressure testing before painting of No.01 Fuel Oil Tank	1	SET	

54	Pressure testing before painting of No.02 Fuel Oil Tank	1	SET	
55	Pressure testing before painting of No.03 Fuel Oil Tank	1	SET	
56	Pressure testing before painting of No.04 Fuel Oil Tank	1	SET	
57	Pressure testing before painting of No.05 Fuel Oil Tank	1	SET	
58	Pressure testing before painting of No.06 Fuel Oil Tank	1	SET	
59	Pressure testing before painting of STBD press proof compensating Tank	1	SET	
60	Pressure testing before painting of PORT press proof compensating Tank	1	SET	
61	Pressure testing before painting of No.01 Washing Water Tank	1	SET	
62	Pressure testing before painting of No.02 Washing Water Tank	1	SET	
63	Pressure testing before painting of No.01 Drinking water tank	1	SET	
64	Pressure testing before painting of No.02 Drinking water tank	1	SET	
65	Pressure testing before painting of Press proof sanitary tank	1	SET	
66	Pressure testing before painting of No.01 Torpedo Tank	1	SET	
67	Pressure testing before painting of No.02 Torpedo Tank	1	SET	
68	Pressure testing before painting of Distillate Tank	1	SET	
69	Pressure testing before painting of Fuel Oil Tank No.10	1	SET	
70	Vaccum test before painting of Battery Pit No1	1	SET	
71	Vaccum test before painting of Battery Pit No2	1	SET	
72	Pressure testing and final boxing up after outfitting of Contaminated lubrication oil tank	1	SET	
73	Pressure testing and final boxing up after outfitting of Fuel oil collecting tank	1	SET	
74	Pressure testing and final boxing up after outfitting of Lubricating oil tank	1	SET	
75	Pressure testing and final boxing up after outfitting of No.01 Compensating Fuel Tank	1	SET	
76	Pressure testing and final boxing up after outfitting of No.02 Compensating Fuel Tank	1	SET	
77	Pressure testing and final boxing up after outfitting of No.01 Compensating Tank	1	SET	
78	Pressure testing and final boxing up after outfitting of No.02 Compensating Tank	1	SET	
79	Pressure testing and final boxing up after outfitting of No.01 trim tank	1	SET	
80	Pressure testing and final boxing up after outfitting of No.02 trim tank	1	SET	
81	Pressure testing and final boxing up after outfitting of No.03 trim tank	1	SET	
82	Pressure testing and final boxing up after outfitting of No.04 trim tank	1	SET	

83	Pressure testing and final boxing up after outfitting of No.01 Fuel Oil Tank	1	SET	
84	Pressure testing and final boxing up after outfitting of No.02 Fuel Oil Tank	1	SET	
85	Pressure testing and final boxing up after outfitting of No.03 Fuel Oil Tank	1	SET	
86	Pressure testing and final boxing up after outfitting of No.04 Fuel Oil Tank	1	SET	
87	Pressure testing and final boxing up after outfitting of No.05 Fuel Oil Tank	1	SET	
88	Pressure testing and final boxing up after outfitting of No.06 Fuel Oil Tank	1	SET	
89	Pressure testing and final boxing up after outfitting of STBD press proof compensating Tank 620	1	SET	
90	Pressure testing and final boxing up after outfitting of PORT press proof compensating Tank	1	SET	
91	Pressure testing and final boxing up after outfitting of No.01 Washing Water Tank	1	SET	
92	Pressure testing and final boxing up after outfitting of No.02 Washing Water Tank	1	SET	
93	Pressure testing and final boxing up after outfitting of No.01 Drinking water tank	1	SET	
94	Pressure testing and final boxing up after outfitting of No.02 Drinking water tank	1	SET	
95	Pressure testing and final boxing up after outfitting of Press proof sanitary tank	1	SET	
96	Pressure testing and final boxing up after outfitting of No.01 Torpedo Tank	1	SET	
97	Pressure testing and final boxing up after outfitting of No.02 Torpedo Tank	1	SET	
98	Pressure testing and final boxing up after outfitting of Distillate Tank	1	SET	
99	Pressure testing and final boxing up after outfitting of Fuel Oil Tank No.10	1	SET	
101	Final boxing up after outfitting of Snorkel tank	1	SET	
102	Vaccum testing after outfitting of Battery Pit No1	1	SET	
103	Vaccum testing after outfitting of Battery Pit No2	1	SET	
800	Service Short text:- SUBMARINE SUPPORT CRADLES Service Group:- 1005322 - MISC OUTFIT ITEM SHIFTING OF 10 NOS SUBMARINE SUPPORT CRADLES The Line item 800 covers the following services 104 to 105			
104	Shifting of 10 Nos. submarine support cradles	1	SET	
105	Re-positioning of 10 Nos. submarine support cradles	1	SET	

900	Service Short text:- NON-HY80 FOUNDATIONS Service Group:- 1005322 - MISC OUTFIT ITEM SURVEY, REPAIR, FABRICATION AND INSTALLATION OF NON-HY80 FOUNDATIONS AT MDL PREMISES The Line item 900 covers the following services 106 to 121			
106	Survey of foundation, pipe clamp and pipe support, cable clamp and structures above 0 Kg. up to 2 Kg	2000	KG	
107	Survey of foundation, pipe clamp and pipe support, cable clamp and structures above 2 Kg. up to 10 Kg	2000	KG	
108	Survey of foundation, pipe clamp and pipe support, structures, cable clamp Above 10 Kg & Up to 100 Kg	2000	KG	
109	Survey of foundation and structures, Above 100 Kg & Up to 1000 Kg	2000	KG	
110	Repair of foundation, pipe clamp and pipe support, cable clamp and structures above 0 Kg. up to 2 Kg	2000	KG	
111	Repair of foundation, pipe clamp and pipe support, cable clamp and structures above 2 Kg. up to 10 Kg	2000	KG	
112	Repair of foundation and structure Above 10 Kg & Up to 100 Kg	2000	KG	
113	Repair of foundation and structures, Above 100 Kg & Up to 1000 Kg	2000	KG	
114	Fabrication of foundation, pipe clamp and pipe support, cable clamp and structures above 0 Kg. up to 2 Kg	2000	KG	
115	Fabrication of foundation, pipe clamp and pipe support, cable clamp and structures above 2 Kg. up to 10 Kg	2000	KG	
116	Fabrication of foundation and structures, cable clamp Above 10 Kg & Up to 100 Kg	2000	KG	
117	Fabrication of foundation and structures Above 100 Kg & Up to 1000 Kg	2000	KG	
118	Installation of foundation, pipe clamp and pipe support, cable clamp and structures above 0 Kg. up to 2 Kg,	2000	KG	
119	Installation of foundation, pipe clamp and pipe support, cable clamp and structures above 2 Kg. up to 10 Kg,	2000	KG	
120	Installation of foundation and structures Above 10 Kg & Up to 100 Kg	2000	KG	
121	Installation of foundation and structures Above 100 Kg & Up to 1000 Kg	2000	KG	

Note:-

The bidder hereby confirms to have quoted the unit rates and total item wise values only in the columns for delivery in MDL Mumbai East Yard stores excluding GST and taxes. Rate of GST and taxes applicable shall be indicated separately in terms of percentage of quoted basic price.

- (i) If, in the price structure quoted for the required goods, there is discrepancy between the unit price and total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly;
- (ii) If there is an error in a total corresponding to the addition or subtraction of sub-totals, the sub-totals shall prevail and the total shall be corrected; and
- (iii) If there is a discrepancy between words and figures, the amount in words shall prevail.

a. The seller has read, understood and accept the complete Scope of work. (Yes/No)	
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Taxes & Duties			
	Tax head	Rate applicable	Percentage of total Amount on which the tax is applicable
1	GST		
2	Any other Taxes/Duties (Bidder to specify)		

Name:

Designation:

Date:

Bidders Company Seal

Enclosure-4

GENERAL CONDITIONS OF CONTRACT (GCC)

The word 'Purchaser' refers to MAZAGON DOCK SHIPBUILDERS LIMITED, (MDL), a Company within the meaning of Companies Act, 2013 and it includes its successors or assignees.

The word 'Bidder' (including the term 'tenderer', 'consultant' 'vendor' or 'service provider' in certain contexts) means any legal entity such as firm(s) of Proprietorship / Partnership Firm / Limited Liability Partnership / Private Limited / Limited company / Society registered under Society's Act / Statutory Bodies/ Consortium/ Joint Venture etc. participating in a procurement process.

The word 'Owner' means the person or authority with whom Mazagon Dock Shipbuilders Limited (Purchaser) has contracted to carry out work in relation to which orders are placed by the Purchaser on the Bidder/Supplier/Contractor 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. 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 GCC.

1. TENETS OF INTERPRETATION

Unless where the context requires otherwise, throughout the contract:

- (a) The heading of these conditions shall not affect the interpretation or construction thereof.
- (b) Writing or written includes matter either whole or in part, in digital communications, manuscript, typewritten, lithographed, cyclostyled, photographed, or printed under or over signature or seal or digitally acceptable authentication, as the case may be.
- (c) Words in the singular include the plural and vice-versa.
- (d) Words importing the masculine gender shall be taken to include other genders, and words importing persons shall include any company or association or body of individuals, whether incorporated or not.
- (e) Terms and expression not herein defined shall have the meanings assigned to them in the Contract Act, 1872 (as amended) or the Sale of Goods Act, 1930 (as amended) or the General Clauses Act, 1897 (as amended) or of INCOTERMS, (current edition published by the International Chamber of Commerce, Paris) as the case may be.
- (f) Any reference to 'Goods' shall be deemed to include the incidental Works/ Services also.
- (g) Any generic reference to GCC shall also imply a reference to TEF as well.
- (h) In case of conflict, provisions of TEF shall prevail over those in GCC.
- (i) Any reference to 'Contract' shall be deemed to include all other documents (inter-alia GCC, TEF).
- (j) Any reference to any legal Act, Government Policies or orders shall be deemed to include all amendments to such instruments, from time to time, till date.
- (k) Fall Clause shall be expressly applicable in the case of Rate Contract.

2. LANGUAGE OF CONTRACT

Unless otherwise stipulated in TEF, the contract shall be written in the Official Language or English. All correspondence and other contract documents, which the parties exchange, shall also be written/ translated accordingly in that language. For purposes of interpretation of the contract, the English documents/ translation shall prevail.

3. GOVERNING LAWS AND JURISDICTION

3.1 Governing Laws and Jurisdiction

- (a) This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Laws of India for the time being in force.
- (b) Irrespective of the place of delivery, or the place of performance or the place of payments under the contract, the contract shall be deemed to have been made at the place from which the Purchase Order/Contract/Letter of

Intent has been issued. The courts of such a place shall alone have jurisdiction to decide any dispute arising out or in respect of the contract.

3.2 Changes in Laws and Regulations

Unless otherwise stipulated in the contract, if after the last deadline for the bid submission (Techno-commercial), any law, regulation, ordinance, order or bye-law having the force of law is enacted, promulgated, abrogated, or changed in India (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/ or the contract Price, then such Delivery Date and/ or Contract Price shall be correspondingly increased or decreased, to the extent that the contractor has thereby been affected in the performance of any of its obligations under the contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable.

4. CONFIDENTIALITY, SECRECY AND IPR RIGHTS

(a) IPR Rights

All deliverables, outputs, plans, drawings, specifications, designs, reports, and other documents and software submitted by the contractor under this Contract shall become and remain the property of MDL and subject to laws of copyright and must not be shared with third parties or reproduced, whether in whole or part, without MDL's prior written consent. The contractor shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to MDL, together with a detailed inventory thereof. The contractor may retain a copy of such documents and software but shall not use it for any commercial purpose.

(b) Confidentiality

All documents, drawings, samples, data, associated correspondence or other information furnished by or on behalf of MDL to the contractor, in connection with the contract, whether such information has been furnished before, during or following completion or termination of the contract, are confidential and shall remain the property of MDL and shall not, without the prior written consent of MDL neither be divulged by the contractor to any third party, nor be used by him for any purpose other than the design, procurement, or other services and work required for the performance of this Contract. If advised by MDL, all copies of all such information in original shall be returned on completion of the contractor's performance and obligations under this contract.

(c) Secrecy

If the Contract declares the subject matter of this Contract as coming under the Official Secrets Act, 1923 or if the contract is marked as "Secret", the contractor shall take all reasonable steps necessary to ensure that all persons employed in any connection with the contract, have acknowledged their responsibilities and penalties for violations under the Official Secrets Act and any regulations framed thereunder.

(d) Obligations of the contractor

(i) Without MDL's prior written consent, the contractor shall not use the information mentioned above except for the sole purpose of performing this contract.

(ii) The contractor shall treat and mark all information as confidential (or Secret – as the case may) and shall not, without the written consent of MDL, divulge to any person other than the person(s) employed by the contractor in the performance of the contract. Further, any such disclosure to any such employed person shall be made in confidence and only so far as necessary for such performance for this contract.

(iii) Notwithstanding the above, the contractor may furnish to its holding company or its Subcontractor(s) such documents, data, and other information it receives from MDL to the extent required for performing the contract. In this event, the contractor shall obtain from such holding company/ Subcontractor(s) an undertaking of confidentiality (or secrecy – as the case may be) similar to that imposed on the contractor under the above clauses.

(iv) The obligation of the contractor under sub-clauses above, however, shall not apply to information that:

(aa) The contractor needs to share with the institution(s) participating in the financing of the contract;

(ab) now or hereafter is or enters the public domain through no fault of Contractor;

(ac) can be proven to have been possessed by the contractor at the time of disclosure and which was not previously obtained, directly or indirectly, from MDL; or

(ad) otherwise lawfully becomes available to the contractor from a third party that has no obligation of confidentiality.

(v) The above provisions shall not in any way modify any undertaking of confidentiality (or Secrecy – as the case may be) given by the contractor before the date of the contract in respect of the contract/ the Tender Document or any part thereof.

(vi) The provisions of this clause shall survive completion or termination for whatever reason of the contract.

5. PERMITS, APPROVALS AND LICENSES

Whenever the supply of Goods and incidental Services requires that the contractor obtain permits, approvals, and licenses from local public authorities, it shall be the contractor's sole responsibility to obtain these and keep these current and valid. Such requirements may include but not be restricted to export licence or environmental clearance if required. If requested by the contractor, MDL shall make its best effort to assist the contractor in complying with such requirements in a timely and expeditious manner, without any dilution of the Contractor's responsibility in this regard.

6. TRANSFER OF TITLE OF GOODS

~~(a) Unless otherwise stated in the contract, notwithstanding any inspection and approval by the Inspecting Officer on the contractor's premises, or any payments made to the contractor, property in the Goods (and resultant rights and liabilities) shall not pass on to MDL until the Goods have been received, inspected, and accepted by the consignee. The Goods and every constituent part thereof, whether in the possession or control of the contractor, his agents or servants or a carrier, or the joint possession of the contractor, his agents or servants and MDL, his agents, or servants, shall remain in every respect at the risk of the contractor, until their actual delivery to a person stipulated in the contract, as the interim consignee for despatch to the consignee. The Contractor shall be responsible for all loss, destruction, damage, or deterioration of or to the Goods from any cause whatsoever while the Goods after approval by the Inspecting Officer are awaiting despatch or delivery or are in the course of transit from the contractor to the consignee or interim consignee, as the case may be. The Contractor shall alone be entitled and responsible for making claims against any carrier in respect of non delivery, short delivery, mis-delivery, loss, destruction, damage, or deterioration of the Goods entrusted to such carrier by the contractor for transmission to the consignee or the interim consignee as the case may be.~~

~~(b) Provided that where, under the terms of the contract, the Goods are required to be delivered to an interim consignee for despatch to the consignee, the Goods shall be at MDL's risk after their delivery to the interim consignee.~~

7. EXTENSION OF DELIVERY PERIOD

~~(a) If at any time during the currency of the contract, the contractor encounters conditions hindering timely delivery of the Goods and performance of incidental Works/ Services, he shall promptly inform MDL in writing about the same and its likely duration. He must make a request to MDL for an extension of the delivery schedule. On receiving the contractor's communication, MDL shall examine the situation and, at its discretion, may agree to extend the delivery schedule, with or without liquidated damages and with and without denial clause by issuing an amendment to the contract.~~

~~(b) Conditions for Extension of Delivery Period~~

~~When the period of delivery is extended due to unexcused delay (Note: please ensure that unexcused delay is defined. Otherwise replace "unexcused delay" with the "delays attributable") by the contractor, the amendment extending the delivery period shall, inter alia, be subject to the following conditions:~~

~~(i) Liquidated Damages~~

~~MDL shall recover from the contractor, under the provisions of this clause, liquidated damages on the Goods and incidental Works/ Services, which the contractor has failed to deliver within the delivery period stipulated in the contract.~~

~~(ii) Denial Clause~~

~~(aa) No increases in price on account of any statutory increase in or fresh Imposition of GST, customs duty or on account of any other taxes/ duty/ cess/ levy), leviable in respect of the Goods and incidental Works/ Services stipulated in the said contract which takes place after the original delivery date, shall be admissible on such of the said Goods, as are delivered after the said date; and~~

~~(ab) Notwithstanding any stipulation in the contract for an increase in price on any other ground, including price variation clause or foreign exchange rate variation, or any other variation clause, no such increase after the original delivery date shall be admissible on such goods delivered after the said date.~~

~~(ac) Nevertheless, MDL shall be entitled to the benefit of any decrease in price on account of reduction in or remission of GST, customs duty or on account of any other Tax or duty or any other ground as stipulated in the price variation clause or foreign exchange rate variation or any other variation clause which takes place after the expiry of the original delivery date.~~

~~(c) **Liquidated damages**~~

~~If the contractor fails to deliver any or all of the Goods or fails to perform the incidental Works/ Services (e.g. installation, commissioning or operator training) within the time frame(s) incorporated in the contract, MDL shall, without prejudice to other rights and remedies available to MDL under the contract, deduct from the contract price, as agreed liquidated damages, but not as a penalty, a sum equivalent to the 0.5 % percent (excluding taxes) of the delivered price of the delayed Goods and/ or incidental Works/ Services for each week of delay or part thereof until actual delivery or performance, subject to a maximum deduction of the 5% of the delayed Goods' or incidental Works/ Services' contract price(s). Besides liquidated damages during such a delay, the denial clause shall also apply. Any failure or delay by any subcontractor, though their employment may have been sanctioned shall not be admitted as a ground for any extension of time or for exempting the contractor from liability for any such loss or damage as aforesaid.~~

8. DEFAULTS, BREACHES & TERMINATION OF CONTRACT

Termination due to Breach, Default, and Insolvency

(a) Defaults and Breach of Contract

In case the contractor undergoes insolvency or receivership; neglects or defaults, or expresses inability or disinclination to honour his obligations relating to the performance of the contract or ethical standards or any other obligation that substantively affects MDL's rights and benefits under the contract, it shall be treated as a breach of Contract. Such defaults shall include inter-alia:

(i) Default in Performance and Obligations

If the contractor fails to deliver any or all of the Goods or fails to perform any other contractual obligations (including Code of Integrity or obligation to maintain eligibility and Qualifications based on which contract was awarded) within the period stipulated in the contract or within any extension thereof granted by MDL.

(ii) Insolvency

If the contractor is wound up or ceases to otherwise trade or is unable to pay its debts as and when they fall due or is otherwise subject to any insolvency procedure.

(iii) If a receiver or similar official is appointed overall or any of the assets of the contractor or a petition is presented for its winding up or it entered into a composition with its creditors;

(b) Notice for Default

As soon as a breach of contract is noticed, a show-cause 'Notice of Default' shall be issued to the contractor, giving two weeks' notice, reserving the right to invoke contractual remedies. After such a show-cause notice, all payments to the contractor would be temporarily withheld to safeguard needed recoveries that may become due on invoking contractual remedies.

(c) Terminations for Default

(i) Notice for Termination for Default: In the event of unsatisfactory resolution of 'Notice of Default' within two weeks of its issue as per sub-clause above, MDL if so decided, shall by written Notice of Termination for Default sent to the contractor, terminate the contract in whole or in part, without compensation to the contractor.

(ii) Such termination shall not prejudice or affect the rights and remedies, including under sub-clause below, which have accrued and/ or shall accrue to MDL after that.

(iii) Unless otherwise instructed by MDL, the contractor shall continue to perform the contract to the extent not terminated. All warranty obligations, if any, shall continue to survive despite the termination.

(d) Contractual Remedies for Breaches/Defaults or Termination for Default

If there is an unsatisfactory resolution within this period, MDL shall take one; or more of the following contractual remedies.

- (i) Temporary withhold payments due to the contractor till recoveries due to invocation of other contractual remedies are complete.
- (ii) Call back any loaned property or advances of payment, if any, with the levy of interest at the prevailing rate (MIBID - Mumbai Interbank Bid Rate).
- (iii) Recover liquidated damages and invoke denial clause for delays.
- (iv) Encash and/ or Forfeit performance or other contractual securities.
- (v) Prefer claims against insurances, if any.
- (vi) Terminate contract for default, fully or partially including its right for Risk and- Cost Procurement as per following sub-clause.

(vii) Risk and Cost Procurement

In addition to termination for default, MDL shall be entitled, and it shall be lawful on his part, to procure Goods same to those terminated, with such terms and conditions and in such manner as it deems fit at the "Risk and Cost" of the contractor. Such 'Risk and Cost Procurement' must be initiated (viz. AIP/PR/Tender) within six months from the termination of Contract. The Contractor shall be liable for any loss which MDL may sustain on that account provided the procurement, or, if there is an agreement to procure, such agreement is made. The Contractor shall not be entitled to any gain on such procurement, and the manner and method of such procurement shall be in the entire discretion of MDL. (Note: deleted being contrary to law). (Note: No contractor would give security after the termination of the contract)

Note: Regarding the Goods which are not readily available in the market and where procurement difficulties are experienced, the period for making risk procurement shall be nine months instead of six months provided above.

- (viii) Initiate legal proceedings in a for the recovery of the losses and damages, not addressable by the above means.

9. CLOSURE OF CONTRACT

The contract shall stand closed upon successful performance of all obligations by the firm, including completion of warrantee obligations and final payment. If no claim is received within 03 years from last supplies/services, then no claim shall be entertained thereafter.

10. COMMUNICATION AND LANGUAGE FOR DOCUMENTATION

Any letter, facsimile message, e-mail intimation or notice sent to the Bidder/Supplier/ Contractor 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 and all documentation shall be same, which the Purchaser has used, in the tender enquiry.

11. PRESERVATION AND MAINTENANCE

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

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

12. FREIGHT AND INSURANCE.

(a) For Indigenous Bidders

~~Bidder shall quote for 'Door Delivery to Purchaser,' all charges towards door delivery viz. transport, Insurance charges etc. shall be borne by the Bidder /Supplier / Contractor.~~

(b) For Foreign Bidders

~~For overseas bidders, bidder shall agree for supplying the goods on CIF/CIP, Incoterm basis. The Bidder / Supplier / Contractor shall immediately on despatch of the items, inform all relevant details of despatch such as Order Number, Bill of Lading/AWB Number marked as Freight Paid, Insurance policy/document, number of packages, value of consignment, invoice number etc. as per contractual terms.~~

13. DEMURRAGE

~~Storage, and Demurrage, fines etc. charges will be payable by the Bidder / Supplier / Contractor for all shipments in case of improper documentation, wrong declarations, error in weight measurements, packing list, invoice, late receipt of documents etc. i.e. for reasons which are not attributable to the purchaser.~~

14. CANCELLATION OF TENDER

The Purchaser reserves the right to cancel/withdraw the tender in toto or part and or award the contract / order in full or part 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.

15. PURCHASER'S PROPERTY.

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/Supplier/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.

On completion of work in any compartment / location of the purchaser's premises, the Bidder/Supplier/Contractor must ensure that the place is left in a reasonably clean state and all scrap is transferred to nearby scrap-bins.

16. REJECTION OF MATERIALS

~~If the Goods, or any portion thereof of the equipment found defective / rejected, the Supplier / Contractor shall collect the same from MDL's Stores, all incidental charges being borne by him (inclusive of Custom duty, if payable), within 30 days from the date of intimation to the Supplier / Contractor of such rejection. If not collected within 30 days, MDL shall recover storage charges @ 1 % per month maximum up to 5% of cost of rejected items. MDL reserves the right to dispose off the rejected items at the end of a total period of six months in any manner to the best advantage to MDL and recover consequential damages maximum up to order value.~~

17. RECOVERY-ADJUSTMENT PROVISIONS

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 / Supplier / Contractor the same shall be deducted from any sum then due or thereafter may become due to the Bidder / Supplier / Contractor under the contract or any other contract with the Purchaser.

18. INDEMNIFICATION

The Bidder / Supplier / Contractor, his employees, licences, agents or Sub-Supplier / Sub-contractor, 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 Bidder / Supplier / Contractor, his employees, licensees, 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.

19. TRANSFER OF SUPPLIERS / CONTRACTOR'S RIGHTS

The Bidder / Supplier / Contractor 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.

20. SUBCONTRACT AND RIGHT OF PURCHASER

The Bidder / Supplier / Contractor 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 Bidder / Supplier / Contractor 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.

21. PATENT RIGHTS

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

22. AGENTS/AGENCY COMMISSION

The seller confirms and declares to the buyer that the seller is the original manufacturer or authorized distributor/stockiest of original manufacturer of the goods 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 or 6% whichever is higher 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.

23. USE OF UNDUE INFLUENCE / CORRUPT PRACTICES

The Bidder / Supplier / Contractor undertakes that he has not used corrupt practices or used any undue influence which is not admissible as per Indian law to obtain contract/order or in doing any business with the purchaser. If found that Bidder / Supplier / Contractor is involved in such wrong practices, then Purchaser is entitled to cancel the contract/s and all or any other contracts and then to recover from the Bidder / Supplier / Contractor the amounts of any loss arising from such contracts' cancellation, including but not limited to imposition of penal damages, forfeiture of Performance security, encashment of the Bank Guarantee and refund of the amounts paid by the Purchaser.

24. IMMUNITY OF GOVERNMENT OF INDIA CLAUSE

It is expressly understood and agreed by and between M/s. (Bidder / Supplier / Contractor) and Mazagon Dock Shipbuilders Limited, Dockyard Road, Mumbai – 400 010 (MDL) is entering into this Agreement solely on its own behalf and not on the behalf of any person or entity. In particular, it is expressly understood and agreed that the Government of India is not a party to this Agreement and has no liabilities, obligations or rights hereunder. It is expressly understood and agreed that MDL is an independent legal entity with power and authority to enter into contracts solely in its own behalf under the applicable of Laws of India and general principles of Contract Law. The (Bidder / Supplier / Contractor) 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, (Bidder / Supplier / Contractor) hereby expressly waives, releases and foregoes any and all actions or claims, including cross claims, impleader claims or counter claims against the Government of India arising out of this contract and covenants not to sue Government of India in any manner, claim, cause of action or thing whatsoever arising of or under this Agreement.

25. EXPORT LICENCE

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

26. BANNED OR DE-LISTED CONTRACTORS / SUPPLIERS

The Bidder / Supplier / Contractor 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.

27. DUTY OF PERSONNEL OF SUPPLIER/CONTRACTOR

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

28. DISPUTE RESOLUTION MECHANISM AND ARBITRATION

(a) Dispute resolution mechanism(DRM)

(i) Any dispute/differences between the parties arising out of and in connection with the contract shall be settled amicably by mutual negotiations at HoS/HoD level.

(ii) In case of non-settlement by (i) above, if at any time, before, during or after the contract period any unsettled claim, dispute or difference arose between the parties, upon or in relation to or in connection with or in any way touching or concerning this tender/agreement/order/contract, the same shall be referred to the concerned Functional Director. The Functional Director shall then nominate an Executive of the rank of General Manager whom he thinks fit and competent or a Committee of Executives who/which shall then scrutinise the claims/disputes that have been referred to the concerned functional Director and make efforts for amicable settlements by mutual discussions/negotiations.

(iii) In case no amicable settlement is arrived by (ii) above within a period of three months, then the contractor shall approach Public Grievance Cell and address the disputes as per the provisions made under the relevant clause of the contract.

(iv) In case the issues/disputes do not get settled within a period of six months from the date of submission of the dispute to the Grievance Cell, then the contractor may invoke Arbitration Clause of the contract.

(b) Arbitration

Unresolved disputes/differences, if any, shall then be settled by Arbitration. The Arbitration proceedings shall be conducted at Mumbai, India, in English Language, under the Arbitration and Conciliation Act, 1996 as amended from time to time and the rules thereunder. MDL prefers to have arbitration through Institutes such as Indian Council of Arbitration (ICA)/ICA-DR, Mumbai Centre for International Arbitration, International Chamber of Commerce (ICC), Singapore International Arbitration Centre (SIAC) with the mutual consent of the parties. In case of unresolved difference/dispute between the Purchaser and Supplier, being Central Public Sector Enterprises/Central Govt. departments, the disputes shall be resolved firstly through mutual discussion or through the empowered agencies of the Govt. or through arbitration by reference by either party to the department of Public Enterprises, as per extant guidelines. If disputes/differences remain unresolved/unexecuted, the same shall be referred first to the Cabinet Secretariat and then, if necessary to the PMO. Any changes to arbitration clause must be vetted by HOD (Legal) before incorporation in contract/PO.

29. JURISDICTION OF COURTS

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.

30. CONTRACT LABOUR (REGULATION AND ABOLITION) ACT 1970

Contractor / Bidder shall obtain licence under Section 12 and 13 of the Contract Labour (Regulation and 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.

The Contractor / Bidder shall carryout his obligations and duties under the Contract Labour (Regulation and Abolition) Act, 1970 and the rules framed there under.

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.

31. MINIMUM WAGES ACT

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 Central Government or the State Government whichever is higher 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.

The Contractor / Bidder must settle all the pending dues of the employees i.e. arrears of wages, proportionate leave wages, proportionate bonus payment, etc. Before winding up the site, the Contractor / Bidder shall pay all terminal dues to his employees such as Notice pay, Gratuity, Retrenchment compensation, etc.

32. BONUS ACT

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.

33. FACTORIES ACT

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

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

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

34. EMPLOYEES' PROVIDENT FUNDS AND MISCELLANEOUS PROVISIONS ACT, 1952

The Contractor / Bidder, where applicable, shall cover his employees deployed in the Purchaser's Yard under the Employees' Provident Funds and Miscellaneous Act, 1952, under the Family Pension Scheme, and 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) and 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.

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 and 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. 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.

35. EMPLOYEES' STATE INSURANCE ACT (Applicable for Services)

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.

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 and Scheme. The contract employees who are out of coverage of ESI Act and 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.

36. SAFETY

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.

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 to be disallowed for work.

37. POLICE VERIFICATION OF EMPLOYEES

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

38. FORCE MAJEURE

If at any time during the execution of the goods / service order, the performance in whole or in part by either Purchaser or and by the Bidder(s) / Supplier(s) / Contractor(s) is / are delayed by any reason of force majeure

situations such as acts of civil war, civil commotion, sabotage, hostilities, war, fires, explosions, epidemics, natural calamities like floods, earthquakes, volcanoes, storms, acts of God and laws of respective governments or any other causes beyond the control of either parties, hereinafter referred to as "events", provided notice of the occurrence of such event/s is / are communicated by either party, to the other party within 21 days from the date of occurrence thereof, neither party shall by reason such events be entitled to terminate the contract nor shall either party have any claim for damages against the other in respect of such non-performance and or delay in performance of the contract / order. Executions on either side shall be resumed as soon as practicable after such event has come to an end or ceased to exist and the decision of Purchaser as to whether activities can resume or not, shall be conclusive and final. Occurrence of the events to be certified by Chamber of Commerce / Indian High Commission or Embassies / Government in that Country. The performance in whole or in part under the captioned tender / contract is prevented or delayed by reason of any such event for a period exceeding sixty days either party may at its option terminate the contract / further processing of the tender. The relative obligations of both the parties remain suspended during the actual period of force majeure. The Purchaser may extend the delivery schedule as mutually agreed, on receipt of written communication from the Bidder / Supplier / Contractor 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.

ACCEPTANCE FORM FOR GENERAL CONDITIONS OF CONTRACT (GCC)

GCC CLAUSE No.	BIDDER'S REMARK	GCC CLAUSE No.	BIDDER'S REMARK	GCC CLAUSE No.	BIDDER'S REMARK
	ACC/DEV		ACC./ DEV		ACC/ DEV
1	ACC/DEV	2	ACC/DEV	3	ACC/DEV
4	ACC/DEV	5	ACC/DEV	6	ACC/DEV
7	ACC/DEV	8	ACC/DEV	9	ACC/DEV
10	ACC/DEV	11	ACC/DEV	12	ACC/DEV
13	ACC/DEV	14	ACC/DEV	15	ACC/DEV
16	ACC/DEV	17	ACC/DEV	18	ACC/DEV
19	ACC/DEV	20	ACC/DEV	21	ACC/DEV
22	ACC/DEV	23	ACC/DEV	24	ACC/DEV
25	ACC/DEV	26	ACC/DEV	27	ACC/DEV
28	ACC/DEV	29	ACC/DEV	30	ACC/DEV
31	ACC/DEV	32	ACC/DEV	33	ACC/DEV
34	ACC/DEV	35	ACC/DEV	36	
37	ACC/DEV	38	ACC/DEV		

COMPANY'S NAME & ADDRESS:

SIGNATURE:
DATE:
NAME:
DESIGNATION:
BIDDER'S COMPANY SEAL:

NOTES:

1. Bidders should carefully read the General Terms & Conditions (GCC) of the Tender Enquiry prior to filling up this acceptance format.

2. This format should be properly filled, signed and returned by the bidder(s) along with their technical offer for considering their Bid.
3. Bidder(s) should indicate "ACC" for Accepted, "DEV" for Deviation Taken for each clause number in the above table.
4. Bidder(s) to attach Separate Sheet indicating all relevant details such as Number & description of the Clause, Reasons for Deviation and Alternative suggested for any deviations taken by them.
5. **Clause numbers shown in the above format also includes the sub-clauses under these clauses. For example, Clause no. '8' means – Clause nos.-8.1, 8.2, 8.3.**

Declaration of Compliance on Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017

Restriction under rule 144(xi) of GFR

- I. Any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority. Further, any bidder (including bidder from India) having specified Transfer of Technology (TOT) arrangement with an entity from a country which shares a land border with India, shall also require to be registered with the same competent authority.
- II. 'Bidder' (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- III. "Bidder (or entity) from a country which shares a land border with India" for the purpose of this Order means: -
- (a) An entity incorporated, established or registered in such a country; or
 - (b) A subsidiary of an entity incorporated, established or registered in such a country; or
 - (c) An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - (d) An entity whose beneficial owner is situated in such a country; or
 - (e) An Indian (or other) agent of such an entity; or
 - (f) A natural person who is a citizen of such a country; or
 - (g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.
- IV. The beneficial owner for the purpose of (iii) above will be as under:
- 1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation—

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

- b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholder's agreements or voting agreements;
 2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
 4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- VI. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.
- VII. The registration shall be valid at the time of submission of bid and at the time of acceptance of bid.
- VIII. If the bidder was validly registered at the time of acceptance I placement of order, registration shall not be a relevant consideration during contract execution.

Model Certificate:

DECLARATION BY AUTHORISED SIGNATORY OF THE FIRM

"I..... have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India. I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority.

I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

AUTHORISED SIGNATURE: _____ **DATE:** _____

Seal / Stamp of Bidder

Model additional certificate by Bidders in the cases of specified TOT:

DECLARATION BY AUTHORISED SIGNATORY OF THE FIRM

I have read the clause regarding restrictions on procurement from a bidder having Transfer of Technology (TOT) arrangement I certify that this bidder does not have any TOT arrangement requiring registration with the competent authority.

OR

I have read the clause regarding restrictions on procurement from a bidder having Transfer of Technology (TOT) arrangement. I certify that this bidder has valid registration to participate in this procurement.

AUTHORISED SIGNATURE: _____ **DATE:** _____

Seal / Stamp of Bidder

DECLARATION CERTIFICATE FOR LOCAL CONTENT

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

1. General Conditions

1.1. The local content (LC) as a percent must be calculated in accordance with the definition provided at clause 2 of Public Procurement (preference to Make in India) Order 2017. i.e. "Local content is the amount of value added in India which shall be total value of items procured (excluding net domestic indirect taxes) minus the value of imported content in the items (including all customs duties) as a proportion of the total value in percent."

1.2. A bid will be disqualified if: the bidder fails to achieve the stipulated minimum threshold for local content indicated in GeM Bid; and this declaration certificate is not submitted as part of the bid documentation. (This is applicable only for GeM Bids below Rs. 50Lakhs)

2. Definitions:

2.1. "Imported content" means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and whose costs are inclusive of the costs abroad, plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the port of entry in India i.e Mumbai in case of MDL;

2.2. "local content" means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;

3. The stipulated minimum threshold(s) for local content for this bid is/are as follows:

Description of services, works or goods	Local Content	Custom Duty
_____	_____ %	_____ %
_____	_____ %	_____ %
_____	_____ %	_____ %

4. Does a bidder seeks benefit of Public Procurement Policy for YES / NO MSEs Order 2012. If yes, bidders should not seek benefits against this policy & should categorically seek benefits of only one policy which cannot be modified subsequently.

4.1 Does any portion of the services, works or goods offered have any imported content? YES / NO

4.2 If yes, the rate(s) of exchange to be used in this bid to calculate the local content. Indicate the rate(s) of exchange against the appropriate currency in the table below:

Currency	Rates of Exchange
US Dollar	
Euro	
Others	

~~LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CORPORATION, PARTNERSHIP OR INDIVIDUAL)~~

~~IN RESPECT OF BID / GEM BID No.~~

~~ISSUED BY:~~ (Name of Firm):

~~NB: The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.~~

~~I, the undersigned, (full names), do hereby declare, in my capacity as of~~

~~.....(name of bidder entity), the following:~~

~~(a) The facts contained herein are within my own personal knowledge.~~

~~(b) I have satisfied myself that the goods/services/works to be delivered in terms of the above specified bid comply with the minimum local content requirements as specified in the GeM Bid, and as measured in terms of Public Procurement (preference to Make in India) Order 2017.~~

~~(c) The local content has been calculated using the definition given in clause 2 of Public Procurement (preference to Make in India) Order 2017, the rates of exchange indicated in paragraph 4.1 above and the following figures:~~

Bid price, excluding net domestic indirect taxes (in percentage)	
Imported content including all custom duties (in percentage)	
Stipulated minimum threshold for Local content (paragraph 3 above)	
Local content %, as calculated	

~~NB: If the bid is for more than one product or the product offered has components / raw material / sub assemblies, a schedule of the local content by product or product break-up including applicable custom duties of shall be attached.~~

~~(d) I accept that the Procurement Authority / Institution / MDL has the right to request that the local content be verified in terms of the requirements of Public Procurement (preference to Make in India) Order 2017.~~

~~(e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in Public Procurement (preference to Make in India) Order 2017, may result in the Procurement Authority / Institution / MDL imposing any or all of the remedies as provided for in Clause 9 of the Public Procurement (preference to Make in India) Order 2017.~~

SIGNATURE: DATE: _____

WITNESS No. 1 DATE: _____

WITNESS No. 2 DATE: _____

EXTRACT OF PROVISIONS OF THE OFFICIAL SECRETS ACT, 1923

SECTION 2(B); "PROHIBITED PLACE"

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

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

SECTION 3: "PENALTIES FOR SPYING"

If any person unlawfully - approaches, inspects, passes over or is in the vicinity of any clear place; or 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 people 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.

We accept and comply by the above clauses of EXTRACT OF PROVISIONS OF THE OFFICIAL SECRETS ACT, 1923.

Bidder's Signature.....

Bidder's Name.....

Company Seal.....

PROFORMA BANK GUARANTEE FOR BID BOND / EMD

(On Non-Judicial stamp paper of value Rs. 500/-. However, the value of stamp paper to be confirmed from Legal Department, MDL.)

IN CONSIDERATION OF MAZAGON DOCK SHIPBUILDERS LIMITED, a company incorporated under the Companies Act 1956 and having its registered office at Dockyard Road, Mumbai 400010 (hereinafter referred to as the "the Company" which expression shall, unless it be repugnant or contrary to the subject or context thereof, be deemed to mean and include its successors and assigns) having agreed to accept the Earnest Money Deposit (EMD) of Rs----- (Rupees-----only) in the form of Bank Guarantee from Messers a partnership firm/sole proprietor business/a company registered under the Companies Act, 1956 having its office at(hereinafter called " the tenderer" which expression shall, unless it be repugnant or contrary to the subject or context thereof, be deemed to mean and include its successors and assigns) for participating in the Tender no.....dated..... (hereinafter called "the tender" which expression shall include any amendments/alterations to "the tender" issued by "the Company") for the supply, delivery at site, installation and commissioning of certain equipment, item/services/civil works etc., We, Bank having office at (hereinafter referred to as "the Bank" which expression shall include its successors and assigns) hereby agree to pay to the Company without any demur on first demand an amount not exceeding Rs..... (Rupees.....only) against any loss or damage, costs, charges and expenses caused to or suffered by the Company by reason of non performance and non-fulfilment or for any breach on the part of the tenderer of any of the terms and conditions of the said tender.

2. We, Bank further agree that the Company shall be sole judge whether the said tenderer has failed to perform or fulfil the said tender in terms thereof or committed breach of any terms and conditions of the tender the extent of loss, damage, cost, charges and expenses suffered or incurred or would be suffered or incurred by the Company on account thereof and we waive in the favour of the Company all the rights and defences to which we as guarantors may be entitled to.

3. We, Bank further agree that the amount demanded by the Company as such shall be final and binding on the Bank as to the Bank 's liability to pay and the amount demanded and the Bank undertake to pay the Company the amount so demanded on first demand and without any demur notwithstanding any dispute raised by the tenderer or any suit or other legal proceedings including arbitration pending before any court, tribunal or arbitrator relating thereto, our liability under this guarantee being absolute and unconditional.

4. We, Bank further agree with the Company that the Company shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said tender/or to extend time of performance by the tenderer from time to time or to postpone for any time to time any of the powers exercisable by the Company against the tenderer and to forbear to enforce any of the terms and conditions relating to the tender and we shall not be relieved from our liability by reason of any such variation or extension being granted to the tenderer or for any forbearance, act or omission on the part of the Company or any indulgence by the Company to the tenderer or by any such matter or things whatsoever which under the law relating to sureties would have the effect of relieving us.

5. We, Bank further undertake not to revoke this guarantee during its currency except with the previous consent of the Company in writing.

6. We, Bank also agree that the Bank's liability under this guarantee shall not be affected by any change in the constitution of the tenderer or dissolution or winding up of the business of the tenderer.

7. Notwithstanding anything contained herein above:

i) Our liability under this guarantee shall not exceed Rs.....

ii) This Bank Guarantee shall be valid upto and including; and

iii) We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before(validity + ---weeks from the date of expiry of this guarantee).

8. This Guarantee shall be governed by Indian laws and the Courts at Mumbai, India shall have the exclusive jurisdiction.

IN WITNESS WHEREOF the Bank has executed this document on this..... day of

For Bank
(by its constituted attorney
or the person authorised to sign)
(Signature of a person authorised
to sign on behalf of "the Bank")

Enclosure-10

PROFORMA BANK GUARANTEE FOR PERFORMANCE SECURITY
(ILLUSTRATIVE FORMAT)

(On Non-Judicial stamp paper of value Rs. 500/- . However, the value of stamp paper to be confirmed from Legal Department, MDL.)

IN CONSIDERATION OF MAZAGON DOCK SHIPBUILDERS LIMITED, a company incorporated under the Companies Act 1956 and having its registered office at Dockyard Road, Mumbai 400010 (hereinafter referred to as the "the Purchaser" which expression shall, unless it be repugnant or contrary to the subject or context thereof, be deemed to mean and include its successors and assigns) having placed an order on Messers a partnership firm/sole proprietor business/a company registered under the Companies Act, 1956 having its office at(hereinafter called " the Contractor/ Supplier" which expression shall, unless it be repugnant or contrary to the subject or context thereof, be deemed to mean and include its successors and assigns) vide order No..... dated..... (hereinafter called "the order" which expression shall include any amendments/alterations to "the order" issued by "the Purchaser") for the supply , delivery at site, installation and commissioning of certain equipment, item/services/civil works etc. as stated in the said Order and the Purchaser having agreed with the Contractor/Supplier to accept a Bank Guarantee in lieu of Performance Security payable under the said order for the fulfillment and performance of the said order, We, Bank having office at (hereinafter referred to as "the Bank" which expression shall include its successors and assigns) hereby agree to pay to the Purchaser without any demur on first demand an amount not exceeding Rs..... (Rupees.....only) being 5% (10% in case of Capital Procurement) of the order value against any loss or damage, costs, charges and expenses caused to or suffered by the Purchaser by reason of non performance and non-fulfillment or for any breach on the part of the Contractor / Supplier of any of the terms and conditions of the said order.

2. We, Bank further agree that the Purchaser shall be sole judge whether the said Contractor/Supplier has failed to perform or fulfil the said order in terms thereof or committed breach of any terms and conditions of the order and the extent of loss, damage, cost, charges and expenses suffered or incurred or would be suffered or incurred by the Purchaser on account thereof and we waive in the favour of the Purchaser all the rights and defences to which we as guarantors may be entitled to.

3. We, Bank further agree that the amount demanded by the Purchaser as such shall be final and binding on the Bank as to the Bank 's liability to pay and the amount demanded and the Bank undertake to pay the Purchaser the amount so demanded on first demand and without any demur notwithstanding any dispute raised by the Contractor/Supplier or any suit or other legal proceedings including arbitration pending before any court, tribunal or arbitrator relating thereto, our liability under this guarantee being absolute and unconditional.

4. We, Bank further agree with the Purchaser that the Purchaser shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said order/or to extend time of performance by the Supplier from time to time or to postpone for any time to time any of the powers exercisable by the Purchaser against the Contractor/ Supplier and to forbear to enforce any of the terms and conditions relating to the order and we shall not be relieved from our liability by reason of any such variation or extension being granted to the Contractor/ Supplier or for any forbearance, act or omission on the part of the Purchaser or any indulgence by the Purchaser to the Contractor/Supplier or by any such matter or things whatsoever which under the law relating to sureties would have the effect of relieving us.

5. We, Bank further undertake not to revoke this guarantee during its currency except with the previous consent of the Purchaser in writing.

6. We, Bank also agree that the Bank's liability under this guarantee shall not be affected by any change in the constitution of the Contractor / Supplier or dissolution or winding up of the business of the contractor/ supplier.

7. Notwithstanding anything contained herein above:

i) Our liability under this guarantee shall not exceed Rs.....

ii) This Bank Guarantee shall be valid upto and including; and

iii) We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before(validity + 4 weeks from the date of expiry of this guarantee).

8. This Guarantee shall be governed by Indian laws and the Courts at Mumbai, India shall have the exclusive jurisdiction.

IN WITNESS WHEREOF the Bank has executed this document on this.....day of.....

For Bank
(by its constituted attorney)
(Signature of a person authorised
to sign on behalf of "the Bank")

INTEGRITY PACT

Mazagon Dock Shipbuilders Limited (MDL) hereinafter referred to as "**The Principal/Buyer**"

And

.....hereinafter referred to as "**The Bidder/ Contractor**"

Preamble

The Principal/Buyer intends to award, under laid down organizational procedures, contract/s forThe Principal/Buyer values full compliance with all relevant laws of the and, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder(s) and /or Contractor(s).

In order to achieve these goals, the Principal/Buyer will appoint an Independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 - Commitments of the Principal/Buyer:

(1) The Principal/Buyer commits itself to take all measures necessary to prevent corruption and to observe the following principles:

- a) No employee of the Principal/Buyer, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- b) The Principal/Buyer will during the tender process treat all Bidder(s) with equity and reason. The Principal/Buyer will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
- c) The Principal/Buyer will exclude from the process all known prejudiced persons.
- d) The Principal/Buyer undertakes to scrupulously follow the Purchase Manual containing Standard Terms & Conditions (STAC) and General Terms & Conditions (GT&C) in respect of procurement contracts for goods, services and civil works.

(2) If the Principal/Buyer obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti Corruption Laws of India, or it there be a substantive suspicion in this regard, the Principal/Buyer will inform the Chief Vigilance Officer, MDL and in addition can initiate disciplinary actions.

Section 2 - Commitments of the Bidder(s)/Contractor(s):

(1) The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

a) The Bidder(s)/Contractor(s) will not, directly or through any other persons or firm, offer promise or give to any of the Principal/Buyer's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage or any kind whatsoever during the tender process or during the execution of the contract.

b) The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant Anti Corruption Laws of India; further the Bidder(s)/Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to other, any information or document provided by the Principal/Buyer as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. All payments made to the Indian Agent/representative have to be in Indian Rupees only. Further details as mentioned in the "Guidelines of Indian Agents of Foreign suppliers" shall be disclosed by the Bidders(s)/Contractor(s). Copy of the "Guidelines on Indian Agents of Foreign Suppliers" as annexed and marked as Annexure-A.

e) The Bidder(s)/Contractor(s) will when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

f) The Bidder (s)/Contractor(s), their agents, representatives shall not do such things so as to interfere with the procedures laid down in the Principal/Buyer's Purchase Manual containing the Standard Terms and Conditions (STAC) and General Terms and Conditions (GT&C) in respect of procurement contracts for goods, services and civil works.

g) The Bidder commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

(2) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlines above or be an accessory to such offences.

Section 3 - Disqualification from tender process and exclusion from future contracts:

If the Bidder(s)/Contractor(s) before contract award has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility as Bidder(s) in question, the Principal/Buyer is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or to terminate the contract, if already signed for such reason, as per the procedure mentioned in the "Guidelines on Banning of business dealings" Copy of the "Guidelines on Banning of business dealings" is annexed and marked as Annexure-B.

1) If the Bidder(s)/Contractor(s) has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal/Buyer is entitled also to exclude the Bidder(s)/Contractor(s) from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of

transgressions, the position of the transgressors within the company hierarchy of the Bidder(s) and the amount of the damage. The exclusion will be imposed for a minimum of six months and maximum of five years, which may be further extended at the discretion of the Principal/Buyer.

2) A transgression is considered to have occurred, if the Principal/Buyer after due consideration of the available evidence, concludes that no reasonable doubt is possible.

3) The Bidder (s) accepts and undertakes to respect and uphold the Principal/Buyer's absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining legal advice.

4) If the Bidder(s)/Contractor(s) can prove that he has restored/ recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Buyer may revoke the exclusion prematurely.

Section 4 – Sanctions for Violation :

(1) Any breach of the aforesaid provisions by the Bidder or any one employed by him or acting on his behalf (whether with our without the knowledge of the Bidder) or the commission of any offence by the Bidder or any one employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act 1988 or any other Act enacted for the prevention of corruption shall entitle the Principal/Buyer to take all or any one of the following actions, wherever required –

a) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the Bidder. However, the proceedings with the other Bidder (s) would continue.

b) The Earnest Money Deposit/Security Deposit/Performance Bond shall stand forfeited either fully or partially, as decided by the Principal/Buyer, and the Principal/Buyer shall not be required to assign any reason there for.

c) To immediately cancel the contract, if already signed, without giving any compensation to the Bidder.

d) To recover all sums already paid by the Principal/Buyer, in case of an Indian Bidder with interest thereon at 2% higher than the prevailing Base Rate of SBI, and in case of a Bidder from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the Bidder from the Buyer in connection with any other contract for any other Defence stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.

e) To encash the advance Bank Guarantee and Performance Bond/Warranty bond, if furnished by the Bidder, in order to recover the payments, already made by the Principal/Buyer, along with interest.

f) To cancel all or any other contracts with the Bidder.

g) To debar the Bidder from entering into any bid from Principal/Buyer for a minimum period of five years, which may be further extended at the discretion of the Principal/Buyer.

h) To recover all sums paid in violation of this Pact by Bidder(s) to any middleman or agent or broker with a view to securing the contract.

i) If the Bidder or any employee of the Bidder or any person acting on behalf of the Bidder, either directly or indirectly, is closely related to any of the officers of the Buyer, or alternatively, if any close relative of an officer of the Buyer has financial interest/stake in the Bidder's firm, the same shall be disclosed by the Bidder at the time of filing of tender. Any failure to disclose the interest involved shall entitle the Buyer to rescind the contract without payment of any compensation to the Bidder.

The term 'close relative' for this purpose would mean spouse whether residing with the Principal/Buyer's employee/employees or not, but not include a spouse separated from the Principal/Buyer's employee/employees by a decree or order of a competent court; son or daughter or step son or step daughter and wholly dependent upon Principal/Buyer's employee/employees, but does not include a child or step child who is no longer in any way dependent upon the Principal/Buyer's employee/employees or of whose custody the Principal/Buyer's employee/employees has been deprived of by or under any law; any other person related, whether by blood or marriage, to the Principal/Buyer's employee/employees or to the Principal/Buyer's employee/employees wife or husband and wholly dependant upon Principal/Buyer's employee/employees.

j) The Bidder shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the Principal/Buyer, and if he does so, the Principal/Buyer shall be entitled forthwith to rescind the contract and all other contracts with the Bidder. The Bidder shall be liable to pay compensation for any loss or damage to the Principal/Buyer resulting from such rescission and the Principal/Buyer shall be entitled to deduct the amount so payable from the money(s) due to the Bidder.

k) In cases where Irrevocable Letters of Credit have been received in respect of any contract signed by the Principal/Buyer with the Bidder, the same shall not be opened.

(2) The decision of the Principal/Buyer to the effect that a breach of the provisions of this Integrity Pact has been committed by the Bidder shall be final and binding on the Bidder, however, the same Bidder can approach the Monitor(s) appointed for the purposes of this Pact.

Section 5 - Previous Transgression:

(1) The Bidder declares that no previous transgressions occurred in the last three years with any other company in any country conforming to the anti corruption approach or with any other public section enterprise in India that could justify his exclusion from the tender process.

(2) If the bidder makes incorrect statement on this subject, he can be disqualified from the tender process or further action can be taken.

Section 6 - Equal treatment of all Bidders/Contractor(s)/Subcontractors:

(1) The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this integrity Pact, and to submit it to the Principal before contract signing.

2) The Principal/Buyer will enter into agreements with identical conditions as this one with all bidders, contractors and subcontractors.

(3) The Principal/Buyer will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 - Criminal charges against violation Bidder(s)/Contractor(s)/ Subcontractor(s):

(1) If the Principal/Buyer obtains knowledge of conduct of a Bidder, Contractor or subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor of subcontractor which constitutes corruption or if the Principal has substantive suspicion in this regard, the Principal/Buyer will inform the same to the Chief Vigilance Officer, MDL.

Section 8 - Independent External Monitor/Monitors:

(1) The Principal/Buyer appoints competent and credible independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively whether and to what extent the parties comply with the obligations under this agreement.

(2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairman & Managing Director of the Principal/Buyer.

(3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all project documentation of the Principal/Buyer including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality.

(4) The Principal/Buyer will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations, between the Principal/Buyer and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

(5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal/Buyer and request the Management to discontinue or take corrective action, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. However, the Monitor shall give an opportunity to the Bidder(s)/Contractor(s) to present its case before making its recommendation to the Principal/Buyer.

(6) The Monitor will submit a written report to the Chairman & Managing Director of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the Principal/Buyer and, should the occasion arise, submit proposals for correcting problematic situations.

(7) Monitor shall be entitled to compensation on the same terms as being extended to / provided to Independent Directors on the Board of Principal/Buyer.

(8) If the Monitor has reported to the Chairman & Managing Director of the Principal, a substantiated suspicion of an offence under relevant Anti Corruption Laws of India and the Chairman & Managing Director of the Principal/Buyer has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

(9) The word 'Monitor' would include both singular and plural.

Section 9 - Pact Duration:

This pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract and for all other Bidders 06 months after the contract has been awarded. If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above unless it is discharged / determined by Chairman & Managing Director of the Principal/Buyer.

Section 10 - Other provisions:

(1) This agreement is subject to Indian Law, place of performance and jurisdiction is the Registered Office of the Principal/Buyer, i.e. Mumbai. The Arbitration clauses provided in the main tender document/ contract shall not be applicable for any issue/dispute arising under this Integrity pact.

(2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

(3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

(4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

Section 11 – Fall Clause: #

“The Bidder undertakes that it has not supplied/is not supplying similar products/ systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/systems or sub systems was supplied by the Bidder to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance of elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the Bidder to the Principal/Buyer, if the contract has already been concluded.”

For & on behalf of

MAZAGON DOCK Shipbuilders LIMITED for & on behalf of Bidder/Contractor

(Office Seal) (Office Seal)

Place_____

Date_____

Witness 1:

Witness 2:

(Name & Address)

(Name & Address) _____

GUIDELINES FOR INDIAN AGENTS OF FOREIGN SUPPLIERS

1.0 There shall be compulsory registration of agents for all Global (Open) Tender and Limited Tender. An agent who is not registered with MDL shall apply for registration.

1.1 An agent shall represent only one Foreign Supplier and not represent two suppliers or quote on their behalf in the same tender. However, either the Indian Agent on behalf of the Foreign Suppliers (also includes foreign manufacturers) or the Foreign Suppliers (also includes foreign manufacturers) directly could bid in a tender, but not both. In cases where an agent participates in a tender on behalf of one manufacturer, shall not quote on behalf of another manufacturer along with the first Manufacturer in a subsequent/parallel tender for the same item.

1.2 Registered agents will file an authenticated Photostat copy duly attested by a Notary Public/Original certificate of the principal confirming the agency agreement and giving the status being enjoyed by the agent and the commission/remuneration/salary/ retainer ship being paid by the principal to the agent before the placement of order by MDL.

1.3 Wherever the Indian representatives have communicated on behalf of their principals and the foreign parties have stated that they are not paying any commission to the Indian agents, and the Indian representative is working on the basis of salary or as retainer, a written declaration to this effect should be submitted by the party (i.e. Principal) before finalizing the order.

2.0 DISCLOSURE OF PARTICULARS OF AGENTS/ REPRESENTATIVES IN INDIA, IF ANY.

2.1 Tenderers of Foreign nationality shall furnish the following details in their offer:

2.1.1 The name and address of the agents/representatives in India, if any and the extent of authorization and authority given to commit the Principals. In case the agent/representative be a foreign Company, it shall be confirmed whether it is real substantial Company and details of the same shall be furnished.

2.1.2 The amount of commission/remuneration included in the quoted price(s) for such agents/representatives in India.

2.1.3 Confirmation of the Tenderer that the commission/ remuneration if any, payable to his agents/ representatives in India, may be paid by MDL in Indian Rupees only.

2.2 Tenderers of Indian Nationality shall furnish the following details in their offers:

2.2.1 The name and address of the foreign principals indicating their nationality as well as their status, i.e, whether manufacturer or agents of manufacturer holding the Letter of Authority of the Principal specifically authorizing the agent to make an offer in India in response to tender either directly or through the agents/representatives.

2.2.2 The amount of commission/remuneration included in the price (s) quoted by the Tenderer for himself.

2.2.3 Confirmation of the foreign principals of the Tenderer that the commission/remuneration, if any, reserved for the Tenderer in the quoted price (s), may be paid by MDL in India in equivalent Indian Rupees on satisfactory completion of the Project or supplies of Stores and Spares in case of operation items

2.3 In either case, in the event of contract materializing, the terms of payment will provide for payment of the commission /remuneration, if any payable to the agents/representatives in India in Indian Rupees on expiry of 90 days after the discharge of the obligations under the contract.

2.4 Failure to furnish correct and detailed information as called for in paragraph-2.0 above will render the concerned tender liable to rejection or in the event of a contract materializing, the same liable to termination by MDL. Besides this there would be a penalty of banning business dealings with MDL or damage or payment of a named sum.

GUIDELINES ON BANNING OF BUSINESS DEALINGS

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22. Introduction

- 1.1 Mazagon Dock Shipbuilders Limited (MDL), being a Public Sector Enterprise and ‘State’, within the meaning of Article 12 of Constitution of India, has to ensure preservation of rights enshrined in Chapter III of the Constitution. MDL as also to safeguard its commercial interests. MDL deals with Agencies, who have a very high degree of integrity, commitments and sincerity towards the work undertaken. It is not in the interest of MDL to deal with Agencies who commit deception, fraud or other misconduct in the execution of contracts awarded / orders issued to them. In order to ensure compliance with the constitutional mandate, it is incumbent on MDL to observe principles of natural justice before banning the business dealings with any Agency.
- 1.2 Since banning of business dealings involves civil consequences for an Agency concerned, it is incumbent that adequate opportunity of hearing is provided and the explanation, if tendered, is considered before passing any order in this regard keeping in view the facts and circumstances of the case.

23. Scope

- 2.1 MDL reserves its rights to remove from list of approved suppliers / contractors or to ban business dealings if any Agency has been found to have committed misconduct and also to suspend business dealings pending investigation.
- 2.2 Similarly, in case of sale of material there is a clause to deal with the Agencies / customers / buyers, who indulge in lifting of material in unauthorized manner.
- 2.3 However, absence of such a clause does not in any way restrict the right of MDL to take action / decision under these guidelines in appropriate cases.

2.4 The procedure of (i) Removal of Agency from the List of approved suppliers / contractors; (ii) Suspension and (iii) Banning of Business Dealing with Agencies, has been laid down in these guidelines.

2.5 These guidelines apply to all the Divisions/Yards of MDL.

2.6 It is clarified that these guidelines do not deal with the decision of the Management not to entertain any particular Agency due to its poor / inadequate performance or for any other reason.

2.7 The banning shall be with prospective effect, i.e., future business dealings.

24. Definitions

In these Guidelines, unless the context otherwise requires:

- i) 'Bidder / Contractor / Supplier / Purchaser / Customer' shall mean and include a public limited company or a private limited company, a firm whether registered or not, an individual, a cooperative society or an association or a group of persons engaged in any commerce, trade, industry, etc. 'Bidder / Contractor / Supplier / Purchaser / Customer' in the context of these guidelines is indicated as 'Agency'.
- ii) 'Inter-connected Agency' shall mean two or more companies having any of the following features:
 - a) If one is a subsidiary of the other.
 - b) If the Director(s), Partner(s), Manager(s) or Representative(s) are common;
 - c) If management is common;
 - d) If one owns or controls the other in any manner;
- iii) 'Competent Authority' and 'Appellate Authority' shall mean the following:
 - a) Functional Director shall be the 'Competent Authority' for the purpose of these guidelines. CMD, MDL shall be the 'Appellate Authority'.
 - b) CMD, MDL shall have overall power to take suo-moto action on any information available or received by him and pass such order(s) as he may think appropriate, including modifying the order(s) passed by any authority under these guidelines. Page No. 8.56 Amdt. No : 0 Date : 01/01/2015
- iv) 'Investigating Department' shall mean any Department or Unit investigating into the conduct of the Agency and shall include the Vigilance Department, Central Bureau of Investigation, the State Police or any other department set up by the Central or State Government having powers to investigate.
- v) 'List of approved Agencies – Bidder / Contractors / Suppliers / Purchasers / Customers shall mean and include list of approved / registered Agencies - Bidder / Contractors / Suppliers / Purchasers / Customers, etc

4. Initiation of Banning / Suspension

Action for banning / suspension business dealings with any Agency should be initiated by the department having business dealings with them after noticing the irregularities or misconduct on their part. Besides the concerned department, Vigilance Department may also be competent to initiate such action.

5. Suspension of Business Dealings

5.1 If the conduct of any Agency dealing with MDL is under investigation by any department, the Competent Authority may consider whether the allegations under investigation are of a serious nature and whether pending investigation, it would be advisable to continue business dealing with the Agency. If the Competent Authority, after consideration of the matter including the recommendation of the Investigating Department, if any, decides that it would not be in the interest to continue business dealings pending investigation, it may suspend business dealings with the Agency. The order to this effect may indicate a brief of the charges under investigation. If it is decided that inter-connected Agencies would also come within the ambit of the order of suspension, the same should be specifically stated in the order. The order of suspension would operate for a period not more than six months and may be communicated to the Agency as also to the Investigating Department. The Investigating Department may ensure that their investigation is completed and whole process of final order is over within such period.

5.2 The order of suspension shall be communicated to all Commercial Departmental Heads. During the period of suspension, no business dealing may be held with the Agency.

5.3 As far as possible, the existing contract(s) with the Agency may continue unless the Competent Authority, having regard to the circumstances of the case, decides otherwise.

5.4 If the gravity of the misconduct under investigation is very serious and it would not be in the interest of MDL, as a whole, to deal with such an Agency pending investigation, the Competent Authority may order suspension of business dealing with Agency and send his recommendation to Chief Vigilance Officer (CVO), MDL alongwith the material available, copy of which may be issued to the Agency concerned with intimation to CVO MDL. Such an order would operate for a period of six months from the date of issue.

5.5 If the Agency concerned asks for detailed reasons of suspension, the Agency may be informed that its conduct is under investigation. It is not necessary to enter into correspondence or argument with the Agency at this stage.

5.6 It is not necessary to give any show-cause notice or personal hearing to the Agency before issuing the order of suspension. However, if investigations are not complete in six months' time, the Competent Authority may extend the period of suspension by another three months, during which period the investigations must be completed.

6. Ground on which Banning of Business Dealings can be initiated

6.1 If the security consideration, including questions of loyalty of the Agency to the State, so warrants; Page No. 8.57 Amdt. No : 0 Date : 01/01/2015

6.2 If the Director / Owner of the Agency, proprietor or partner of the firm, is convicted by a Court of Law for offences involving moral turpitude in relation to its business dealings with the Government or any other public sector enterprises or MDL, during the last five years;

6.3 If there is strong justification for believing that the Directors, Proprietors, Partners, owner of the Agency have been guilty of malpractices such as bribery, corruption, fraud, substitution of tenders, interpolations, etc;

6.4 If the Agency continuously refuses to return / refund the dues of MDL without showing adequate reason and this is not due to any reasonable dispute which would attract proceedings in arbitration or Court of Law;

6.5 If the Agency employs a public servant dismissed / removed or employs a person convicted for an offence involving corruption or abetment of such offence;

6.6 If business dealings with the Agency have been banned/blacklisted by Government Agencies/ Statutory bodies, DGQA, Defence Shipyards, DPSUs or with whom commercial transactions have been suspended for sufficient and justifiable reasons. If the Agency having same promoters/Directors /Partners as the barred/blacklisted Company as at 6.6 above for the duration for which the barring/ blacklisting of sister concern persists.

6.7 If the Agency has resorted to Corrupt, fraudulent practices including misrepresentation of facts; If the agency who had fraudulently dealt with the Company for pecuniary gains or had connived with dealing officers for mutual benefit.

6.8 If the Agency uses intimidation / threatening or brings undue outside pressure on the MDL or its official in acceptance / performances of the job under the contract;

6.9 If the Agency indulges in repeated and / or deliberate use of delay tactics in complying with contractual stipulations;

6.10 Wilful indulgence by the Agency in supplying sub-standard material irrespective of whether pre-despatch inspection was carried out by MDL or not;

6.11 Based on the findings of the investigation report of CBI / Police against the Agency for malafide / unlawful acts or improper conduct on his part in matters relating to the MDL or even otherwise;

6.12 Established litigant nature of the Agency to derive undue benefit;

6.13 Continued poor performance of the Agency in several contracts;

6.14 If the Agency misuses the premises or facilities of the MDL, forcefully occupies, tampers or damages the Company's properties including land, water resources, forests / trees, etc.

If the Agency who knowingly collude to defeat competition with the aim of deriving undeserved profit or gain from doing business with MDL.

(Note: The examples given above are only illustrative and not exhaustive. The Competent Authority may decide to ban business dealing for any good and sufficient reason).

7. Banning of Business Dealings

7.1 Decision to ban business dealings with any Agency would apply throughout the Company.

7.2 There will be a Standing Committee to be appointed by the CMD which may include HOD of respective Commercial Section/Capital Works/OTS, HOD (M), rep of Legal Deptt. and OIC (SR&R) for processing the cases of "Banning of Business Dealings". The functions of the committee shall, inter-alia include:

i) To study the report of the Investigating Agency and decide if a prima-facie case for banning exists, if not, send back the case to the Competent Authority.

ii) To recommend for issue of show-cause notice to the Agency by the concerned department.

iii) To examine the reply to show-cause notice and call the Agency for personal hearing, if required.

iv) To submit final recommendation to the Competent Authority for banning or otherwise.

7.3 If the Competent Authority is prima-facie of view that action for banning business dealings with the Agency is called for, a show-cause notice may be issued to the Agency as per paragraph 9.1 and an enquiry held accordingly.

8 Removal from List of Approved Agencies - Suppliers / Contractors, etc.

8.1 If the Competent Authority decides that the charge against the Agency is of a minor nature, it may issue a show-cause notice as to why the name of the Agency should not be removed from the list of approved Agencies - Suppliers / Contractors, etc.

8.2 The effect of such an order would be that the Agency would not be disqualified from competing in Open Tender Enquiries but LTE may not be given to the Agency concerned.

8.3 Past performance of the Agency may be taken into account while processing for approval of the Competent Authority for awarding the contract.

9. Show-cause Notice

9.1 In case where the Competent Authority decides that action against an Agency is called for, a show-cause notice has to be issued to the Agency. Statement containing the imputation of misconduct or mis-behaviour may be appended to the show-cause notice and the Agency should be asked to submit within 15 days a written statement in its defence.

9.2 If the Agency requests for inspection of any relevant document in possession of MDL, necessary facility for inspection of documents may be provided.

9.3 The Competent Authority may consider and pass an appropriate speaking order:

a) For exonerating the Agency if the charges are not established;

b) For removing the Agency from the list of approved Suppliers / Contactors, etc.

c) For banning the business dealing with the Agency.

9.4 If it decides to ban business dealings, the period for which the ban would be operative may be mentioned. The order may also mention that the ban would extend to the interconnected Agencies of the Agency.

10. Appeal against the Decision of the Competent Authority

10.1 The Agency may file an appeal against the order of the Competent Authority banning business dealing, etc. The appeal shall lie to Appellate Authority. Such an appeal shall be preferred within one month from the date of receipt of the order banning business dealing, etc.

10.2 Appellate Authority would consider the appeal and pass appropriate order which shall be communicated to the Agency as well as the Competent Authority.

11. Review of the Decision by the Competent Authority

Any petition / application filed by the Agency concerning the review of the banning order passed originally by Competent Authority under the existing guidelines either before or after filing of appeal before the Appellate Authority or after disposal of appeal by the Appellate Authority, the review petition can be decided by the Appellate Authority upon disclosure of new facts / circumstances or subsequent development necessitating such review. The Competent Authority may refer the same petition to the separate Standing Committee which may be constituted by Appellate Authority for examination and recommendation.

12. Circulation of the names of Agencies with whom Business Dealings have been banned

12.1 Depending upon the gravity of misconduct established, the Competent Authority may direct HOD (Materials)/OIC (SR&R) to circulate the names of Agency with whom business dealings have been banned, to the Government Departments, other Public Sector Enterprises, etc. for such action as they deem appropriate.

12.2 If Government Departments or a Public Sector Enterprise request for more information about the Agency with whom business dealings have been banned, a copy of the report of Inquiring Authority together with a copy of the order of the Competent Authority / Appellate Authority may be supplied.

12.3 If business dealings with any Agency have been banned by the Central or State Government or any other Public Sector Enterprise, MDL may, without any further enquiry or investigation, issue an order banning business dealing with the Agency and its interconnected Agencies.

FORM OF WARRANTY CERTIFICATE

In accordance with the Order N°..... Dated placed by MAZAGON DOCK SHIPBUILDERS LIMITED on _____ (Name of firm)

_____ (Name of firm) certify that the following Items identified by the following references related to Submarine No:

Description of Item(s).....

Manufacturer's Serial Number (OR any other such ID No) of the Equipment / Item.....

Delivery Challan No. / Bill of Lading No & Date / Air Way Bill No & Date

Covered by _____ (Name of firm) Invoice No & Date..... are warranted according to the terms and conditions as specified in the order.

The Date of issue of the certificate: DD/MM/YYYY

The Date of the end of validity of the guarantee: DD/MM/YYYY

For and on behalf of

Order reference Number	
Description of Material	
Corresponding to Invoice No & Date	

Enclosure 13

(to be executed on non-judicial stamp paper of requisite value as per place of execution in India)

DEED OF GUARANTEE

THIS DEED OF GUARANTEE (“Deed”) made and executed at (*) on this the _____ day of _____ 20____ by: (*), a (*) existing under the laws of (*) and having its registered at (*) (hereinafter referred to as **“the Principal Manufacturer”/ “Original Equipment Manufacturer(OEM)”**), which expression shall unless it be repugnant to the subject or context thereof be deemed to include their respective heirs, executors, administrators and legal representatives) being the Party of the FIRST PART;

~~**IN FAVOUR OF MAZAGON DOCK SHIPBUILDERS LIMITED**~~, a company existing under the laws of India, having its registered office at Dockyard Road, Mazagon, Mumbai 400010, India (hereinafter referred to as the **(MDL)**, which expression, unless excluded by or in contradiction to the subject or context, shall mean and include its successors and assigns) being the Party of the OTHER PART; **Whereas:**

A. MDL has floated a Tender bearing Tender No. (*) dated (*) (**“Tender”**), wherein quotations were invited for supplying of (*) (**“Goods &/or Services”**) as stipulated in the Tender at locations as specified in the Tender.

B. The Principal Manufacturer /OEM has agreed to submit its bid through an authorised representative namely (*) (hereinafter referred to as **“Authorised Representative”**), for the aforesaid Tender.

C. The Principal Manufacturer/OEM has represented that it has authorised the Authorised Representative to act on its behalf herein for submitting the bid and to act as an intermediary for supplying the Goods &/or Services to MDL as per the terms of the Tender, as mentioned herein this Deed.

D. The Tender condition No. (*) requires that the Principal Manufacturer furnishes a legally enforceable document, i.e. this Deed, for the purpose of ensuring smooth execution of the Contract if awarded to the Authorised Representative (pursuant to the Tender) and for assuring that all obligations as stated in the Contract will be fulfilled therein, including warranty and guarantee obligations contained in the Tender. It is further clarified that MDL shall award the contract and sign the relevant transaction documents (**“Transaction Documents”**) with the Authorised Representative (in the event of its bid qualifying as per the criteria stipulated in the Tender).

E. Thus, the Principal Manufacturer/OEM has agreed to execute this Deed in favour of MDL.

NOW THIS INDENTURE WITNESSETH THAT IN CONSIDERATION OF THE ABOVE PREMISES IT IS HEREBY COVENANTED AND AGREED (THE PRINCIPAL MANUFACTURER /OEM COVENANTING AND AGREEING JOINTLY AND SEVERALLY) AS FOLLOWS:

1. As per Tender condition No. (*), the Principal Manufacturer /OEM hereby, absolutely, irrevocably and unconditionally guarantees to MDL, the performance by the Principal Manufacturer /OEM of all of the obligations in/under the said Tender and Transaction Documents whether executed by the Principal Manufacturer /OEM directly or the Authorised Representative or both, to the satisfaction of MDL in the event of failure of the Authorised Representative or otherwise upon the occurrence of an event of default under the said Tender and/or Transaction Documents.

2. Any such demand made by MDL on the Principal Manufacturer /OEM shall be final, conclusive and binding notwithstanding any contractual arrangement, difference or any dispute between Principal Manufacturer /OEM and MDL and/or MDL and the Authorised Representative or any other legal proceedings, pending before any court, tribunal, arbitrator or any other authority. The Principal Manufacturer /OEM shall be bound by the terms and conditions of the Tender and/or Transaction Documents.

~~3. The Principal Manufacturer /OEM shall indemnify and hold harmless MDL from any claim made against MDL or any third party for injury, damage, loss or expenses attributable to the breach /non-performance of responsibilities by the Authorised Representative.~~

~~4. In order to give effect to the Guarantee herein contained MDL shall be entitled to act as if the Principal Manufacturer /OEM was originally liable to MDL for all the obligations of the Authorised Representative as mentioned in the Tender and/or Transaction Documents.~~

~~5. Notwithstanding MDL's rights herein or under the Tender and/or Transaction Documents, MDL shall have fullest liberty to call upon the Principal Manufacturer /OEM to perform the obligation of the Authorised Representative under the Tender and/or Transaction Documents and pay together with interest as well as the costs (including reasonable attorney costs) charges and expenses, and/or other money for the time being due to MDL in respect of the aforesaid.~~

~~6. The Guarantee herein contained shall not be determined or in any way prejudiced by any absorption of or by any amalgamation thereof of MDL but shall enure and be available for and by the absorbing or amalgamated entity.~~

~~7. The Guarantee shall be irrevocable and enforceable against the Principal Manufacturer /OEMs notwithstanding any dispute between the Principal Manufacturer /OEM and the Authorised Representative.~~

~~8. The Principal Manufacturer /OEM hereby agrees that notwithstanding any variation made in the terms of the Transaction Documents, the Principal Manufacturer /OEM shall not be released or discharged of their obligation under this Guarantee provided that in the event of such variation the liability of the Principal Manufacturer /OEM shall notwithstanding anything herein contained be deemed to have accrued and the Principal Manufacturer /OEM shall be deemed to have become liable hereunder on the date or dates on which the Authorised Representative become liable to perform its obligations which became due under the said Transaction Documents.~~

~~9. The Guarantee hereby given is independent and distinct from any security that the MDL have taken or may take in any manner whatsoever whether it is by way of a performance guarantee or security Deposit as per provisions of the Tender and Transaction Documents.~~

~~10. The Principal Manufacturer /OEM shall pay all stamp duty, other duties, Taxes, fees, penalties or other charges payable on or in connection with the execution, issue, delivery, registration of this Deed, and any document, act and registration performed pursuant hereto, if and when the same has become payable according to the Applicable Law.~~

~~11. The Principal Manufacturer /OEM declares that the information and data furnished by it to MDL and the Authorised Representative pursuant to the Tender is true and correct.~~

~~12. This Deed shall be governed by and construed in all respects with the Indian laws and the parties hereto agree that any matter or issues arising hereunder or any dispute hereunder shall be subject to the jurisdiction of the competent Courts/Tribunals of the city of Mumbai in India.~~

~~13. This Deed may be executed in 2 (two) counterparts, each of which so executed will be deemed to be an original and such counterpart together will constitute one and the same Deed.~~

~~**IN WITNESS WHEREOF** the Principal Manufacturer /OEM (abovementioned) has executed these presents the day and year first hereinabove written.~~

Signed, Sealed and Delivered on behalf of

By:

Name: (*)

Title: (*)

Witness

1-

2-



Enclosure-14

PROFORMA BANK GUARANTEE FOR FREE ISSUE MATERIAL

(ILLUSTRATIVE FORMAT)

(On Non-Judicial stamp paper of value Rs. 500/-)

IN CONSIDERATION OF MAZAGON DOCK SHIPBUILDERS LIMITED, a company incorporated under the Companies Act 1956 and having its registered office at Dockyard Road, Mumbai 400010 (hereinafter referred to as the "the Company" which expression shall, unless it be repugnant or contrary to the subject or context thereof, be deemed to mean and include its successors and assigns) having placed an order on Messers a partnership firm/sole proprietor business/a company registered under the Companies Act, 1956 having its office at(hereinafter called " the Contractor/ Supplier" which expression shall, unless it be repugnant or contrary to the subject or context thereof, be deemed to mean and include its successors and assigns) vide order no.....dated..... (hereinafter called "the order" which expression shall include any amendments/alterations to "the order" issued by "the Purchaser") which, inter alia, provides for the issuance of materials such as MS/AL Sheets, Steel, Component etc free of cost to the Contractor/ Supplier for Galvanising, heat treatment, Fabrication, Fitment etc. on returnable basis subject to furnishing a Bank Guarantee equivalent to the value of materials supplied by the Contractor / Supplier to the Company, We, Bank having office at (hereinafter referred to as "the Bank" which expression shall include its successors and assigns) hereby agree to pay to the Company without any demur on first demand an amount not exceeding Rs..... (Rupees.....only) against any loss or damage, costs, charges and expenses caused to or suffered by the Company by reason of non performance and non-fulfillment or for any breach on the part of the Contractor / Supplier of any of the terms and conditions of the said order.

2. We, Bank further agree that the Purchaser shall be sole judge whether the said Contractor/Supplier has failed to perform or fulfill the said order in terms thereof or omitted breach of any terms and conditions of the order and the extent of loss, damage, cost, charges and expenses suffered or incurred or would be suffered or incurred by the Company on account thereof and we waive in the favour of the Purchaser all the rights and defences to which we as guarantors may be entitled to.

3. We, Bank further agree that the amount demanded by the Company as such shall be final and binding on the Bank as to the Bank 's liability to pay and the amount demanded and the Bank undertake to pay the Company the amount so demanded on first demand and without any demur notwithstanding any dispute raised by the Contractor/Supplier or any suit or other legal proceedings including arbitration pending before any court, tribunal or arbitrator relating thereto, our liability under this guarantee being absolute and unconditional.

4. We, Bank further agree with the Company that the Purchaser shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said order/or to extend time of performance by the Company from time to time or to postpone for any time to time any of the powers exercisable by the Company against the Contractor/ Supplier and to forbear to enforce any of the terms and conditions relating to the order and we shall not be relieved from our liability by reason of any such variation or extension being granted to the Contractor/ Supplier or for any forbearance, act or omission on the part of the Company or any indulgence by the Company to the Contractor/Supplier or by any such matter or things whatsoever which under the law relating to sureties would have the effect of relieving us.

5. We, Bank further undertake not to revoke this guarantee during its currency except with the previous consent of the Purchaser in writing.

6. We, Bank also agree that the Bank's liability under this guarantee shall not be affected by any change in the constitution of the Contractor / Supplier.

7. Notwithstanding anything contained herein above:

- i) Our liability under this guarantee shall not exceed Rs.....
- ii) This Bank Guarantee shall be valid upto and including; and
- iii) We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before(validity + ---weeks from the date of expiry of this guarantee).

8. This Guarantee shall be governed by Indian laws and the Courts at Mumbai, India shall have the exclusive jurisdiction.

IN WITNESS WHEREOF the Bank has executed this document on this..... day of
For.....Bank (by its constituted attorney)

For..... Bank
(By its constituted attorney)

(Signature of a person authorized to sign on behalf "theBank")

NOTE:

- Indigenous supplier or foreign supplier through Indian Bank to submit BG.
- If foreign supplier submits BG through foreign Bank the same should be submitted by SWIFT. MDL Bank SWIFT A/c. No. SBININBB101.
- If BG is not received directly from Bank then MDL shall get the Bank Guarantee verified and only on confirmation of verification, the Bank Guarantee shall be considered as submitted. Expenses for BG verification shall be borne by MDL

**FORMAT OF INDEMNITY BOND FOR FREE ISSUE MATERIAL
(ILLUSTRATIVE FORMAT)**

This Indemnity Bond executed by Messers a partnership firm/sole proprietor business/a company registered under the Companies Act, 1956 having its office at(hereinafter called "the Contractor" which expression shall, unless it be repugnant or contrary to the subject or context thereof, be deemed to mean and include its successors, liquidators and assigns) in favour of Mazagon Dock Shipbuilders Limited, a company incorporated under the Companies Act 1956 and having its registered office at Dockyard Road, Mumbai 400010 (hereinafter referred to as the "the Company" which expression shall, unless it be repugnant or contrary to the subject or context thereof, be deemed to mean and include its successors and assigns).

Whereas the Company herein has awarded to the Contractor a contract vide order no.....dated..... (hereinafter called "the order" which expression shall include any amendments/alterations to "the order" issued by the Company) which, inter alia, provides for the issuance of materials such as etc free of cost to the Contractor for etc. on returnable basis.

Now in consideration of the Company having agreed to permit the Contractor to receive materials (Specify the quantity and name of the materials) and the performance of the Contractor's obligations and /or discharge of the Contractor's liability in connection with the said Order on the production of Indemnity Bond, we the Contractor hereby irrevocably agree and undertake to indemnify the Company from time to time and shall forthwith on demand pay to the Company to the extent of Rs.....being equivalent to the value of the materials supplied by the Company to us against any loss or damage cause to or suffered by the Company by reason of non return of finished product and leftover materials to the Company within the specified time period and / or non performance or for breach of any terms and conditions of the said Order by us.

We, the Contractor further agree that the amount demanded by the Company as such shall be final and binding on us as to the Contractor's liability to pay and the amount demanded. We the Contractor agree that the Company shall have the right to recover amount demanded, without prejudice to any other remedies available, by deducting from any sum at any time hereafter becoming due to the Company under this or any other contract.

We the contractors undertake to pay the Company the amount so demanded on first demand without any demur.

We, the Contractor further agree that the Contractor shall be sole judge of and as to whether there has been any breach of the terms and conditions of this bond and to the extent of loss, damage, costs, charges and expenses caused or suffered by the Company.

We, the Contractor further agree that this indemnity shall remain in full force and effect till _____.

This Indemnity Bond shall be governed by Indian laws and the Courts at Mumbai, shall have the exclusive jurisdiction.

Signed, sealed and delivered by

Dated: Signature of the contractor with official seal

Witness:

1. (Name & signature)

(Address)

2. (Name & signature)

(Address)

Note: The above Indemnity bond is to be drawn up by the contractor on non-judicial stamped paper of value Rs. 200/- , if it executed in Maharashtra. However, for other places stamp duty is to be levied as per Stamps Act of respective States.

Enclosure-16

DEVIATION SHEET FORMAT
(Bidders to fill, sign & stamp this form in their bid)

To,
GM (C-EY)
MAZAGON DOCK SHIPBUILDERS LIMITED
COMMERCIAL DEPARTMENT-EAST YARD.

Deviation Sr. No.	Page Sr. No. or Enclosure Reference of the Tender Enquiry	Clause Number for Which the Deviation is Sought	Brief Text Description of the Clause	Reasons for Deviation	Suggested Alternative
1.					
2.					
& so on...					

COMPANY’S NAME & ADDRESS:

SIGNATURE:
DATE:
NAME:
DESIGNATION:
BIDDER’S COMPANY SEAL:

FORM OF CERTIFICATE OF CONFORMITY

In accordance with the Order N^o..... Dated placed by MAZAGON DOCK SHIPBUILDERS LIMITED on (Bidder's Name) and corresponding to (Bidder's Name) invoice no dated.....

1. We herewith certify that corresponding to the Item description..... related to Submarine No.....are in conformity with the requirements of above mentioned PO No. Dtd.....

Item no as per PO	Item Description as per PO	Measurement Unit	Quantity as per PO	Quantity accepted

2. We further certify that: -

- a. Each of the items supplied has been identified by permanent marks (such as Manufacturer Name, Model No. and Sr. No. of Item / Material No. (SAP No) of MDL as per PO) with appropriate method such as engraving / non erasable ink/punching where permissible.
- b. Each of the items supplied is as per the specified make and model described in the tender.
- c. Technical file contains all the certificates, reports/results, User Manual and other listed documents in FULL CO-RELATION with EACH OF THE ITEMS SUPPLIED. In other words, the Technical file is complete for all items supplied and each of the documents, certificates, reports in Technical file contains identification number corresponding to each item supplied.

List of waivers accepted by the Buyer	List of waivers not accepted by the Buyer
Bidders to specify:-	NIL

For and On Behalf Of

Supplier's / Manufacturer's Name

In Charge of Quality

Seal Signature & Date

Enclosure-18

DETAILS IN ILMS FORMAT

S r	Equipment Model & Description	OEM name and Address		OEM Part Number	Description of spares	Consumable / Repairable/ Permanent (CRP) category	VED Category (Under 10%--Vital Under-20% - Essential Under-80% - Desirable)	EASK Type (Complete Equipment -E Assembly -A Sub- Assembly -S Spare Part -K)	EASK-Book Ref/PIL/ Drawing Ref	Quantity Constituent	Quantity OBS
		OEM details to-be given and not that of the Firm/Shipyard supplying equipment	To include Tele Numbers & E- mail IDs								
1											
2											
Se on											

For and on behalf of _____

(Supplier/OEM's name)

-In-charge of QUALITY
-Sign, Seal, signature & date

Enclosure-19

FORMAT FOR SHELF LIFE CERTIFICATE OF ITEM

Sr. No	Material No.	Item Description	Batch No	Qty Supplied	Date of Manufacture	Date of Delivery	Shelf Life
010							

For and on behalf of

~~(Supplier/OEM's name)
In charge of QUALITY
Sign, Seal, signature & date~~

Enclosure-20

REQUIREMENT MATRIX

(to ascertain applicability & bidder’s acceptance of following needs)

Item Sr.	Description	Qty	Unit	Technical Data Sheet	Special storage & handling provision	Preservation needs	Hazardous	Shelf Life
0010				Yes/No	Yes/No	Yes/No	Yes/No	Yes/No
0020				Yes/No	Yes/No	Yes/No	Yes/No	Yes/No
0030				Yes/No	Yes/No	Yes/No	Yes/No	Yes/No
So on				Yes/No	Yes/No	Yes/No	Yes/No	Yes/No
...								

Note: Bidder to indicate applicability by indicating “Yes” or “No” as relevant for each line item and submit this enclosure duly filled & signed along with offer.

COMPANY’S NAME & ADDRESS:

SIGNATURE :
DATE :
NAME :
DESIGNATION :
BIDDER’S COMPANY SEAL:

Conflict of Interest among Bidders/ Agents

DECLARATION BY AUTHORISED SIGNATORY OF THE FIRM FOR CONFLICT OF INTEREST AMONG BIDDERS/ AGENTS

"I..... have read the clause regarding Conflict of interest among bidders/ agents. I hereby certify that this bidder fulfills all requirements in this regard & do not have any conflict of interest with other parties"

AUTHORISED SIGNATURE: _____ **DATE:** _____

Seal / Stamp of Bidder

NON DISCLOSURE AGREEMENT

THIS NON DISCLOSURE Agreement made at Mumbai, India on this _____ day of _____ 2014 between Mazagon Dock Shipbuilders Limited a company registered under the Companies Act, 1956 and having its registered office at Dockyard Road, Mumbai-400 010 (hereinafter referred to as "MDL") and _____ a company registered under the Companies Act, 1956 and having its registered office at _____ (hereinafter referred to as "_____").

MDL and _____ shall hereinafter be collectively referred to as "the Parties" and individually as "a Party".

WHEREAS

A*. MDL has floated a tender and is required to provide certain information to (name of the bidder) to prepare his bid and/or

AA **. The Parties are considering to enter into a _____ for which each Party shall provide information ("Disclosing Party") to the other Party ("Receiving Party") which at present is confidential and not in the public domain.

B. The Parties intend that the aforesaid information be kept confidential as between the Parties. The Parties undertake and declare that they shall not divulge, publish or reproduce the same before any party or person except in accordance with the terms of this Agreement.

NOW THEREFORE the Parties agree as follows:

1. As used in this Agreement (hereinafter referred to as the "Agreement") the term "Confidential Information" shall mean any technical, confidential, proprietary or trade secret information or data disclosed by the Disclosing Party in connection with the _____ to the Receiving Party including without limitation any written or printed documents, specifications for the vessel, plans, general arrangement plans, production schedules, drawings, samples, models, information regarding business operations, financial information, marketing strategies, either in writing or orally or any means of disclosing such Confidential Information that the Disclosing Party may elect to use prior to the execution or during the validity of this Agreement. The Receiving Party agrees that all Confidential Information shall be treated as absolute confidential and the Receiving Party shall not disclose to any person such information otherwise than in terms of this Agreement. The Receiving Party will impose a similar duty of confidentiality on any person to whom the Receiving Party is permitted to transfer such information in accordance with the terms hereof.

For the purposes of this Agreement, the term "Receiving Party" shall mean and include its officers, employees, directors, agents, contractors, representatives, affiliated companies, successors and assigns.

2. Nothing in this Agreement may be construed as compelling the Disclosing Party to disclose any Confidential Information to the Receiving Party or to enter into any contractual relationships with the Receiving Party.

3. Any information or data in whatever form disclosed by the Disclosing Party to the Receiving Party and which (i) is clearly identified as Confidential Information by an appropriate and conspicuous marking or (ii) has been identified as Confidential Information at the time of disclosure shall be subject to the relevant terms and conditions of this Agreement. The Disclosing Party's decision whether any information disclosed by it under this Agreement is confidential or not shall be final and binding on the Receiving Party.

4. The Receiving Party hereby covenants that the Confidential Information received from the Disclosing Party shall:

(a) Be safely kept by the Receiving Party; the Receiving Party shall protect the Confidential Information with the same degree of care as the Receiving Party uses with its own confidential information in order to prevent its disclosure, copy and / or its use (but in no event less than reasonable care) for purposes other than the Proposal.

(b) Be only disclosed to, and used by, those employees or directors who have a need to know.

(c) Not be disclosed to a third party except those with a need to know provided they receive such information subject to the same restrictions as are contained in this Agreement.

(d) Be used by the Receiving Party directly or indirectly, solely for the purpose of considering, evaluating and effecting the tender/bid/contract.

5. The Receiving Party shall promptly upon requests by the Disclosing Party at any time return all copies of the Confidential Information communicated to it hereunder together with all copies and extracts made thereof and shall not retain any copies of the same, in any form whatsoever.

6. The Receiving Party shall have no obligations or restrictions with respect to:

- (a) Information publicly known through no wrongful act of the Receiving Party.
- (b) Information rightfully disclosed by a third party without breach of this Agreement by the Receiving Party and which can be communicated without restriction.
- (c) Information which was already known or which was independently developed by the Receiving Party (provided that the Receiving Party can demonstrate the same).
- (d) Information, the disclosure of which the Disclosing Party authorizes in writing.

7. Nothing in this Agreement shall be construed as granting to the Receiving Party any patent, copyright or design license, or rights of use under similar intellectual property rights in respect of the Confidential Information.

8. The Receiving Party shall not without prior written consent of the Disclosing Party:

- (a) Disclose to any person, directly or indirectly:
 - i) The fact that the Confidential Information has been made available to the Receiving Party by the Disclosing Party or that the Receiving Party has inspected any portion of the Confidential Information; or
 - ii) The fact that any discussion or negotiation is taking place concerning the Proposal; or
 - iii) Any of the terms, conditions or other facts with respect to the Proposal, including the status thereof;or
- (b) Make any private or public announcement or statement concerning or relating to the Proposal.

09. The Disclosing Party represents and warrants that save as otherwise notified in writing to the Receiving Party:

- a) Disclosure of information by it to the Receiving Party does not infringe the rights of any third party nor is it under any restriction with regard to the disclosure of any information, and that where applicable, it has obtained all licenses and consents necessary to enable the lawful disclosure of information by it to the Recipient; and
- b) It is not aware of any restriction on the use of such information by the Receiving Party, save as provided in this Agreement.
- c) To the effect that the foregoing representations and warranties shall be deemed to be given at the date of this Agreement and after that date upon and in respect of each disclosure. The Disclosing Party makes no warranty or representation whatsoever as to the accuracy, completeness, suitability or adequacy of any information or as to the results obtained from it and assumes no responsibility in respect of the use of the information by the Receiving Party.

10. The Receiving Party shall indemnify and hold harmless the Disclosing Party from and against any action, claim or proceeding and any loss, damage, costs, expenses or liabilities arising out of any such action, claim or proceeding, brought by any third party pursuant to any unauthorized disclosure or use of any information by the Receiving Party, or by any person for whom the Receiving Party is responsible under this Agreement, or pursuant to any breach of any undertaking, warranty or representation contained in this Agreement.

11. For the purposes of this Agreement 'Classified Information' shall mean information, documents and material of any kind which the respective Government i.e. Indian Government has given or caused to be given a security classification irrespective of whether the same is transmitted orally, electronically, in writing or by hand. Notwithstanding any other provision of this Agreement:

- a) Each Party hereto undertakes to follow security procedures prescribed for military purposes with respect to disclosure, receipt, production, use and handling of Classified Information.
- b) Any Classified Information, disclosed by one Party hereto shall be, whatever the method of disclosure be, identified by the Disclosing Party as Classified Information at the time of disclosure.
- c) The provisions of this Clause are to remain in full force and effect notwithstanding any termination by expiration or otherwise of this Agreement.

12. In the event the Receiving Party is required to disclose Confidential Information under any provision of law or upon an action, subpoena or order of a court of competent jurisdiction or of any requirement of legal process regulation or governmental order, decree, regulation or rule, the Receiving Party will immediately notify the Disclosing Party of its having received a request to so disclose (alongwith the terms and circumstances thereof), unless otherwise prohibited by law and consult with the Disclosing Party on action or steps to be taken in response to such request.

13. This Agreement represents the entirety of the agreement of the Parties relating to the disclosure of the Confidential Information and shall not be waived, amended or assigned by the Receiving Party except by prior written consent of the Disclosing Party. No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

14. This Agreement shall be valid for a period of _____(_____) years from the date of its execution between the parties. Notwithstanding the aforesaid, the obligations of Parties in connection with confidentiality under this Agreement shall survive in perpetuity.

15. The foregoing constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes and cancels any prior representation, understanding and commitment (whether oral and written) made between the Parties with respect to or in connection with any of the matter of things to which this Agreement applies.

16. This Agreement shall be governed by and shall be interpreted in accordance with the laws of India.

17. Any dispute arising in connection with or out of the validity, performance or the interpretation of this Agreement shall be finally settled by the competent jurisdiction in Mumbai.

18. The Receiving Party acknowledges that any breach of the terms and conditions of this Agreement may cause the Disclosing Party irreparable damage for which recovery of money damages would be inadequate. Therefore, the Receiving Party agrees that the Disclosing Party shall be entitled, in addition to any other remedies available to it, to seek injunctive relief and/or other equitable relief to prevent or restrain any breach by the Receiving Party or its employees/officials, or otherwise to protect its rights, under this Agreement.

19. Unless otherwise provided herein, all notices or other communications under or in connection with this Agreement shall be given in writing and may be sent by personal delivery or post or courier or facsimile at the address as specified herein below:

To MDL

Address:

Phone No.:

Fax:

E-mail:

To _____

Address:

Phone No.:

Fax No. :

E-mail:

Any such notice or other communication will be deemed to be effective if sent by personal delivery, when delivered, if sent by post, 4 (four) days after being deposited in the post and if sent by courier, one day after being deposited with the courier, and if sent by facsimile, when sent (on receipt of a confirmation to the correct facsimile number).

IN WITNESS WHEREOF, this Agreement is executed by authorized representatives of both the Parties in two (2) originals.

Signed by the within named Signed by the within named MDL

In the presence of

In the presence of

Note: The above Agreement is to be drawn up by the contractor on non-judicial stamped paper of value Rs.100/-, if it executed in Maharashtra. However, for other places stamp duty is to be levied as per Stamp Act of respective States. The value of stamp paper to be confirmed from Legal Department, MDL

* - A: Pre-submission of Bid

** - AA: Post Entering of Contract

Purchase Preference to Make in India 2017

The Government of India has issued revised Public Procurement (Preference to Make in India) order 2017 on 16th Sep 2020 as part of its policy to encourage "Make in India" and promote manufacturing and production of goods and services in India with a view to enhancing income and employment. Subject to the provisions of this order and to any specific instructions issued by Nodal Ministry or in pursuance of this order, Purchase Preference shall be given to local suppliers in all the procurements undertaken by MDL in the manner specified below.

7.4.20.2 Aspects of 'Preference to Make in India'

(i) The tenders where 'Preference to Make in India' clause is applicable shall clearly mention tender conditions towards minimum local content, the margin of purchase preference and the procedure for 'Preference to Make in India' which shall not be varied during a particular procurement transaction.

(a) "Local content" means the amount of value added in India which shall be the total value of item (goods, services or works or their combination) under procurement (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value in percent. Different definition of Local Content may be specified by the Nodal Ministry for items assigned to them, which will prevail over above.

(b) "Class-I Local Supplier" means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for 'Class-I local supplier' under this Order.

(c) "Class-II Local Supplier" means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for 'Class-II local supplier' but less than that prescribed for 'Class-I local supplier' under this Order.

(d) "Non-Local Supplier" means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than that prescribed for 'Class-II local supplier' under this Order.

(e) "L1" means the lowest tender or lowest bid or lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.

(f) "Margin of Purchase Preference" means the maximum extent to which the price quoted by a "Class-I Local Supplier" may be above the L1 for the purpose of purchase preference. The margin of purchase preference shall be 20% which is to be indicated in tender.

Note:

- Procedure for determination of L1 price for the purpose of deciding eligibility for Purchase Preference shall be stipulated in the tender.
- Price/s of all Class I local supplier/s in a tender is more than 20% of L1's price no purchase preference shall be applicable.

(g) "Nodal Ministry" means the Ministry or Department identified pursuant to the said Order in respect of a particular item of goods or services or works.

Note:

- Indicative product categories and associated Nodal Ministry / Department is placed at Annexure- A. (h) "Procuring entity" means a Ministry or department or attached or subordinate office of or autonomous body controlled by, the Government of India and includes Government companies as defined in the Companies Act.

Note: Mazagon Dock Shipbuilders Limited (MDL) shall be a procuring entity.

(i) "Works" means all works as per Rule 130 of GFR-2017 and will also include "turnkey works", Engineering, Procurement and Construction (EPC) contracts.

(j) "Services" includes System Integrator (SI) contracts among other services.

(iii) Eligibility of Suppliers to bid in a tender

(a) In procurement of all goods, services or works in respect of which the Nodal Ministry / Department has communicated that there is sufficient local capacity and local competition, only 'Class-I local supplier', as defined under the Order, shall be eligible to bid irrespective of purchase value.

(b) Both 'Class-I local supplier' and 'Class-II local supplier' shall be eligible to bid in procurements not covered by para 7.4.20.2(iii) (a) above and undertaken by procuring entities, except when Global tender enquiry has been issued. In

global tender enquiries (GTE), 'Non-local suppliers' shall also be eligible to bid along with 'Class-I local suppliers' and 'Class-II local suppliers'. In procurement of all goods, services or works, not covered by para 7.4.20.2(iii) (a) above, and with estimated value of purchases less than INR 200 Crore, in accordance with Rule 161(iv) of GFR, 2017, Global tender enquiry (GTE) shall not be issued except with the approval of competent authority as designated by Department of Expenditure. For the cases pertaining to MoD, Defence Secretary will be the competent authority to approve issue of GTE upto INR 200 Crore based on adequate justification as per MoF DoE PP Division ID Note No F.20/36/2020-PPD dtd 28.10.2020. MDL cases for GTE shall be put up as per mechanism evolved by Defence Secretary.

7.4.20.3 Purchase preference

(a) Purchase preference shall be given to only “Class-I Local Supplier” (Class II Local Supplier are not eligible for purchase preference) in procurements undertaken in the manner specified in the succeeding sub-paras:

(b) The Class-I local suppliers, under PPP-MII Order, participating in any government tender, may or may not be MSEs, as defined under the MSME Act. Similarly, MSEs participating in any government tender, may or may not be Class-I local suppliers. Suppliers may be categorised in following four broad categories for consideration or applicability of purchase preference:

Category	Terminology
Supplier is both MSE & Class- I local supplier	MSE Class-I local supplier
Supplier is MSE but not Class- I local supplier	MSE but non-Class-I local supplier
Supplier is not MSE but is Class-I local supplier	Non-MSE but Class-I local supplier
Supplier is neither MSE nor Class-I local	Non-MSE non-Class-I local supplier

(c) In the procurement covered by para 7.4.20.2(iii) (a) above (Para 3(a) of PPP-MII Order, 2017) for which Nodal Ministry has notified sufficient local capacity and competition, only Class-I local suppliers are eligible to bid irrespective of purchase value. Hence, Class-II local suppliers or Non-local suppliers, including MSEs which are Class-II local suppliers/ Non-local suppliers, are not eligible to bid. Purchase preference shall be accorded as under:

- (i) L-1 is "MSE Class-I local supplier": 100% of the tendered quantity shall be awarded to L-1.
- (ii) L-1 is "Non-MSE but Class-I local supplier"(Divisible in nature): Purchase preference shall be given to MSEs as per PPP-MSE Order. Balance quantity be awarded to the L-1 bidder.
- (iii) L-1 is "Non-MSE but Class-I local supplier" (Non- Divisible in nature): Purchase preference shall be given to lowest quoting MSE Class-I local supplier as per PPPMSE Order. If lowest quoting MSE Class-I local supplier does not accept the L-1 rates, the next higher eligible MSE Class-I local supplier is to be given purchase preference and so on. 100% of the tendered quantity shall be awarded to MSE Class-I local supplier accepting L-1 rates. If MSE Class-I local suppliers do not accept L- 1 rates, then contract shall be awarded to L-1

(d) In the procurement of goods and services reserved exclusively for procurement from MSEs as per PPP-MSE Order, non- MSEs are not eligible to bid for these items and Purchase preference shall be accorded as under:

- (i) L-1 is "MSE Class-I local supplier": 100% of the tendered quantity shall be awarded to L-1
- (ii) L-1 is "MSE non-Class-I local supplier"(Divisible in nature): Purchase preference shall be given to MSE Class-I local supplier as per PPP-MII Order. Balance quantity be awarded to L-1 bidder.
- (iii) L-1 is "MSE non-Class-I local supplier" (Non-Divisible in nature): First opportunity shall be given to lowest quoting "MSE Class-I local supplier" for matching L-1 bidder as per PPP-MII Order for 100% of the tendered quantity and if lowest quoting "MSE Class-I local supplier" does not accept the L-1 rates, the next higher eligible "MSE Class- I local supplier" is to be given purchase preference and so on. If all "MSE Class-I local suppliers" decline to accept the L-1 rates, then contract shall be awarded to L-1 for 100% of the tendered quantity.

(e) In the procurement of goods or service which are covered by para 7.4.20.2(iii)(b) above which are divisible in nature (Para 3A(b) of PPP-MII Order), both MSEs as well as Class-I local suppliers are eligible for purchase preference and the Purchase preference shall be accorded as under:

- (i) L-1 is "MSE Class-I local supplier": 100% of the tendered quantity shall be awarded to L-1.
- (ii) L-1 is "Non-MSE but Class-I local supplier": Purchase preference shall be given to MSEs, if eligible, as per PPP-MSE Order. Balance quantity be awarded to L-1 bidder.

- (iii) L-1 is "MSE but non-Class-I local supplier": Purchase preference shall be given to Class-I local suppliers, if eligible, as per PPP-MII Order. Balance quantity be awarded to L-1 bidder.
- (iv) L-1 is "Non-MSE non-Class-I local supplier": Firstly, Purchase preference shall be given to MSEs as per PPPMSE Order. Thereafter, purchase preference is to be given to Class-I local suppliers for "50% of the tendered quantity minus quantity allotted to MSEs above" as per PPP- MII Order. For the balance quantity, contract be awarded to L-1 bidder. (Kindly refer to the illustrative example in the MoF, DoE OM at Enclosure-II).
- (f) In the procurement of goods, services which are covered by para 7.4.20.2(iii)(b) above and which are not divisible in nature, and in procurement of services where the bid is evaluated on price alone (Items covered under Para 3A(c) of PPP-MII Order, 2017) and both MSEs as well as Class-I local suppliers are eligible for purchase preference Purchase preference shall be accorded as under:
- (i) L-1 is "MSE Class-I local supplier": Contract shall be awarded to L-1.
- (ii) L-1 is not "MSE Class-I local supplier " but the "MSE Class-I local supplier" falls within 15% margin of purchase preference. Purchase preference shall be given to lowest quoting "MSE Class-I local supplier". If lowest quoting "MSE Class-I local supplier" does not accept the L-1 rates, the next higher "MSE Class-I local supplier" falling within 15% margin of purchase preference is to be given purchase preference and so on. If all "MSE Class-I local supplier" do not accept L-1 rates, then Para 7.4.20.3(f)(iii)) shall be followed.
- (iii) If conditions mentioned in sub paras 7.4.20.3(f)(i) and 7.4.20.3(f)(ii) above are not met i.e. L1 is not "MSE Class-I local supplier" and "MSE Class-I local supplier" is not eligible to take benefit of purchase preference as per PPP-MSE Order or all "MSE Class-I local supplier" do not accept L-1 rates, the contract is to be awarded / purchase preference to be given in different possible scenarios as under:
- (a) L-1 is "MSE but non-Class-I local supplier" or "Non- MSE but Class-I local supplier": Contract be awarded to L-1.
- (b) L-1 is "Non-MSE non-Class-I local supplier": Firstly, purchase preference shall be given to eligible MSE as per PPP-MSE Order. If MSEs not eligible or does not accept then purchase preference to be given to eligible Class-I Local supplier as per PPPMII Order. If Class-I Local supplier is also not eligible or does not accept then contract be awarded to L-1.
- (g) Items reserved for both MSEs and Class-I local suppliers: These items are reserved exclusively for purchase from MSEs as well as Class-I local suppliers. Hence, only "MSE Class-I local supplier" are eligible to bid for these items. Non-MSEs / Class-II local suppliers / Non-local suppliers cannot bid for these items. Hence the question of purchase preference does not arise.
- (h) Non-local suppliers, including MSEs falling in the category of Non-local suppliers, shall be eligible to bid only against Global Tender Enquiry.

7.4.20.4 Minimum Local Content

- (a) The 'local content' requirement to categorize a supplier as 'Class-I local supplier' is minimum 50%. For 'Class-II local supplier', the 'local content' requirement is minimum 20%. However, Nodal Ministry / Department may prescribe only a higher percentage of minimum local content requirement to categorize a supplier as 'Class-I local supplier' / 'Class-II local supplier'. For the items, for which Nodal Ministry / Department has not prescribed higher minimum local content notification under the Order, it shall be 50% and 20% for 'Class-I local supplier' and 'Class-II local supplier' respectively.
- (b) The Nodal Ministry may keep in view the domestic manufacturing / supply base and assess the available capacity and the extent of local competition while identifying items and prescribing the higher minimum local content or the manner of its calculation, with a view to avoiding cost increase from the operation of this Order.
- (c) The Nodal Ministry may annually review the local content requirements with a view to increasing it, subject to availability of sufficient local competition with adequate quality.
- (d) For Global tenders, since 'Non-local suppliers' shall also be eligible, the minimum local content may not be indicated unless and otherwise it needs to be stipulated as per other GoI guidelines or Customer contract requirements.

7.4.20.6 Reciprocity Clause

- (a) When a Nodal Ministry / Department identifies that Indian suppliers of an item are not allowed to participate and / or compete in procurement by any foreign government, due to restrictive tender conditions which have direct or indirect effect of barring Indian companies such as registration in the procuring country, execution of projects of specific value in the procuring country etc., it shall provide such details to all its procuring entities including CMDs/CEOs of PSEs/PSUs, State Governments and other procurement agencies under their administrative control and GeM for appropriate reciprocal action.

(b) Entities of countries which have been identified by the nodal Ministry / Department as not allowing Indian companies to participate in their Government procurement for any item related to that nodal Ministry shall not be allowed to participate in Government procurement in India for all items related to that nodal Ministry / Department, except for the list of items published by the Ministry / Department permitting their participation.

(c) The stipulation in (b) above shall be part of all tenders invited by MDL. All purchases on GeM shall also necessarily have the above provisions for items identified by nodal Ministry / Department.

(d) The term 'entity' of a country shall have the same meaning as under the FDI Policy of DPIIT as amended from time to time.

7.4.20.7 Specifying foreign certifications / unreasonable technical specifications / brands / models in the bid document is restrictive and discriminatory practice against local suppliers. If foreign certification is required to be stipulated because of non-availability of Indian Standards and / or for any other reason, the same shall be done only after written approval of Secretary of the Department concerned or any other Authority having been designated such power by the Secretary of the Department concerned (Department concerned for MDL is MoD, DDP).

7.4.20.8 Declaration / Verification of Local content

(a) Tenders shall solicit participating bidders to indicate the percentage of local content (i.e. value added in India) along with the details of location/s where the local value addition is made, in their bids, item wise or tender wise. The indicated local content percentage shall decide categorization of the vendors as "Class-I Local Supplier" / "Class-II Local Supplier" / "Non-local Supplier". All bidders should declare that the item and service offered meets the minimum local content and indicate its percentage in their offer which shall meet or exceed required local content specified in tender. This declaration is necessary even if Custom Duty Exemption and / or ERV (if applicable) are not being sought. Certification as under is to be submitted mandatorily in technical offer-Part-I bid.

(b) Self-certification by Chief Financial Officer or Other legally responsible person nominated in writing by the Chief Executive or Senior Member / Person with Management Responsibility of Corporation / Partnership / Individual. However, in cases of procurement for value in excess of Rs. 10 Crores, the bidders shall provide a certificate from statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of supplier other than companies) giving the percentage of local content.

(c) once the declaration / certification is committed at tender submission stage, the same cannot be altered subsequently at technical negotiation stage or after award of contract. Doing so would be treated / considered as false declaration by bidder and necessary action shall be initiated as per para 7.4.20.12 of the said Order for debarment.

(d) Declared Local Content shall be the basis for categorization of the vendors and tender evaluation. However, MDL reserves the right to undertake detailed examination of declared local content and may call vendor to submit relevant documents.

(e) In cases where MDL received the complaint from any vendor or person, along with the fees prescribed below, verification of Declared Local Content shall be carried out by seeking additional info as deemed necessary and the bidders (including unsuccessful bidders) against the tender shall be obliged to furnish the necessary documents. Failing to do so, the vendor may invite penal action as per the provisions of the Order. If MDL possess the capability, then it shall perform the verification. However, if in the opinion of MDL matter needs to be dealt at higher level, then the complaint shall be referred to Nodal Ministry and their fees / expenses / charges applicable as per the Nodal Ministry, if any, shall be borne by the complainant. MDL is authorized to prescribe fees for handling complaints under revised PPP MII Order 2017. The fees for filing a complaint under the order shall be INR 10,000/- per case. The complaint shall be filed to the Chairman, Public Grievance Cell. The fee shall be deposited by complainant in MDL's Account by NEFT.

(f) On scrutiny of offer, if all the bidders participating in the tender happen to have either not submitted the declaration certificate or not declared / specified the local content percentage in the declaration certificate or specified local content lower than the minimum local content requirement as per the tender, the subject tender shall be cancelled & matter shall be taken up with Ministry, by the user department, as per the procedure indicated at note of 7.4.20.2(iii)(b) or as amended by MoD / DPIIT / DoE.

(g) On opening of the price bids, if it is identified that there is difference in local content declaration made and local content percentage as per price quoted is now not meeting (i.e. lesser than) the specified tender requirement (i.e. only on the quoted price without any loading) then such bidder shall be disqualified and shall not be considered for ranking purpose. The bid would be treated / considered as given false declaration and necessary action for debarment shall be initiated.

7.4.20.9 PPP MSE Order 2012

Purchase Preference under PPP MSE Order 2012 shall prevail over Purchase preference under PPP MII Order 2017 and Purchase preference shall be accorded as per para 7.4.20.3.

7.4.20.10 Communication with Nodal Ministry

(a) All the communication as and when received in this regard shall be uploaded at MDL intranet portal MDL website under specific icon "Procurement preference to Make in India" by MDL Nodal Executive for Public Procurement (Preference to Make in India) Order 2017, which will be accessible to all executives at MDL as well as suppliers.

(b) As specified in the Order, All administrative Ministries / Departments whose procurement exceeds INR 1000 Crore per annum are required to notify / update their procurement projections every year, including those of the PSEs/PSUs, for the next 5 years on their respective website. Information in this regard be provided to MDL Nodal Executive for Public Procurement (Preference to Make in India) Order 2017 by 15th Feb of every year.

7.4.20.12 Debarment of bidders / suppliers

(a) False declaration will be in breach of Code of Integrity under Rule 175(1)(i)(h) of GFR 2017 for which a bidder or its successors can be debarred for up to 2 years as per Rule 151(iii) of GFR 2017 along with such other actions as may be permissible under law.

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

ANNEXURE-A**PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA) ORDER 2017****APPROVED PRODUCT CATEGORIES AND ASSOCIATED MINISTRY/DEPARTMENT**

S. No.	Product categories	Associated Ministries/Department
1.	Pharmaceuticals, Medical Devices	Department of Pharmaceuticals
2.	IT and Electronics (including softwares)	Ministry of Electronics & IT
3.	Telecommunications	Department of Telecommunications
4.	Automobile and Automotive Components, Capital Goods (Heavy Machinery, Machine Tools etc.)	Department of Heavy Industries
5.	Petroleum and Natural Gas	Ministry of Petroleum and Natural Gas
6.	Chemicals	Department of Chemicals & Petrochemicals
7.	Paper Products, Cement, Leather Products	Deptt. of Industrial Policy & Promotion
8.	Construction, Metro Rail Systems, All other works	Ministry of Housing & Urban Affairs
9.	Textiles & Apparel	Ministry of Textiles
10.	Shipping	Ministry of Shipping
11.	Railways, All Railway Works	Ministry of Railways
12.	All Defence Works	Department of Defence, Ministry of Defence
13.	Defence	Department of Defence Production
14.	Power (generation, transmission and distribution)	Ministry of Power
15.	Non-conventional energy	Ministry of New and Renewable Energy
16.	Aviation	Ministry of Civil Aviation
17.	Iron and Steel	Ministry of Steel
18.	Mining	Ministry of Mines
19.	Roads and Bridges (except for Railways and Defence Projects)	Ministry of Road Transport and Highways

—XXXX—

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

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

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CORPORATION, PARTNERSHIP OR INDIVIDUAL)

IN RESPECT OF BID / TENDER No.
ISSUED BY: (Name of Firm):.....

NB: The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.

I, the undersigned, (full names),
do hereby declare, in my capacity as
of(name of bidder
entity), the following:

(a) The facts contained herein are within my own personal knowledge.

(b) I have read and understood the requirement of local content (LC) and same is specified as percentage calculated in accordance with the definition provided at clause 2 of revised Public Procurement (preference to Make in India) Order 2017.

"Local content" as per above order means the amount of value added in India which shall be the total value of items procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value in percent."

(c) I have satisfied myself that the goods/services/works to be delivered in terms of the above-specified bid comply with the local content requirements as specified in the tender for 'Class-I Local Supplier' / 'Class-II Local Supplier', and as above.

(d) I understand that a bidder can seek benefit of either Public Procurement Policy for MSEs –Order 2012 or Public Procurement (preference to Make in India) Order 2017 and not both and once the option is declared / selected it is not permitted to be modified subsequently. Accordingly, I seek the benefit from the below declared purchase preference policy only.

i) I seek benefits against the following policy only (Select only one Option):

1) PPP MSE Order 2012 (applicable for MSE manufacturers)

2) PPP MII 2017 (applicable for Class I suppliers as well as MSE manufacturers)

(Note: If not declared / selected it shall be deemed that purchase preference benefit is sought under PPP MII 2017 policy. However, selection of both the options will be treated as ambiguous and will result in rejection of bid)

(e) The local content calculated using the definition given above are as under:

Tender Item Sr No	Local content calculated as above %	Location of local value addition (Location shall be the specified as name of city or district, etc. Location as name of country will be considered as ambiguous and such bids shall be rejected.)

Attach separate sheet duly signed if space is not sufficient

NB: Local content percentage shall be declared item wise or tender wise strictly as per the terms of the tender.

(f) I accept that the Procurement Authority / Institution / MDL / Nodal Ministry has the right to request that the local content be verified in terms of the requirements of revised Public Procurement (preference to Make in India) Order 2017 dtd 16.09.2020 and I shall furnish the document / information on demand. Failure on my part to furnish the data will be treated as false declaration as per PPP MII Order 2017. In case of contract being awarded, I undertake to retain the relevant documents for 7 years from date of execution.

(g) I understand that the submission of incorrect data, or data that are not verifiable as described in revised Public Procurement (preference to Make in India) Order 2017, may result in the Procurement Authority / Nodal Ministry / MDL imposing any or all of the remedies as provided for in Clause 9 of the Revised Public Procurement (preference to Make in India) Order 2017 dated 16.09.2020

SIGNATURE: _____

DATE: _____

Seal / Stamp of Bidder

DECLARATION CERTIFICATE FOR LOCAL CONTENT
(Tender value More than Rs 10 Crores)

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

THE BIDDERS SHALL PROVIDE THIS CERTIFICATE FROM STATUTORY AUDITOR OR COST AUDITOR OF THE COMPANY (IN CASE OF COMPANIES) OR FROM A PRACTICING COST ACCOUNTANT OR PRACTICING CHARTED ACCOUNTANT (IN RESPECT OF SUPPLIER OTHER THAN COMPANIES) GIVING THE PERCENTAGE OF LOCAL CONTENT.

IN RESPECT OF BID / TENDER No.
ISSUED BY: (Name of Firm):.....

I, the undersigned, (full names),
do hereby declare, in my capacity as
of(name of bidder
entity), the following:

(a) The facts contained herein are within my own personal knowledge.

(b) I have read and understood the requirement of local content (LC) and same is specified as percentage calculated in accordance with the definition provided at clause 2 of revised Public Procurement (preference to Make in India) Order 2017.

“Local content” as per above order means the amount of value added in India which shall be the total value of items procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value in percent.”

(c) I have satisfied myself that the goods/services/works to be delivered in terms of the above-specified bid comply with the local content requirements as specified in the tender for ‘Class-I Local Supplier’ / ‘Class-II Local Supplier’, and as above.

(d) I understand that a bidder can seek benefit of either Public Procurement Policy for MSEs –Order 2012 or Public Procurement (preference to Make in India) Order 2017 and not both and once the option is declared / selected it is not permitted to be modified subsequently. Accordingly, I seek the benefit from the below declared purchase preference policy only.

i) I seek benefits against the following policy only (Select only one Option):

1) PPP MSE Order 2012 (applicable for MSE manufacturers)

2) PPP MII 2017 (applicable for Class I suppliers as well as MSE manufacturers)

(Note: If not declared / selected it shall be deemed that purchase preference benefit is sought under PPP MII 2017 policy. However, selection of both the options will be treated as ambiguous and will result in rejection of bid)

(e) The local content calculated using the definition given above are as under:

Tender Item Sr No	Local content calculated as above %	Location of local value addition (Location shall be the specified as name of city or district, etc. Location as name of country will be considered as ambiguous and such bids shall be rejected.)

Attach separate sheet duly signed if space is not sufficient

NB: Local content percentage shall be declared item wise or tender wise strictly as per the terms of the tender.

(f) I accept that the Procurement Authority / Institution / MDL / Nodal Ministry has the right to request that the local content be verified in terms of the requirements of revised Public Procurement (preference to Make in India) Order 2017 dtd 16.09.2020 and I shall furnish the document / information on demand. Failure on my part to furnish the data will be treated as false declaration as per PPP MII Order 2017. In case of contract being awarded, I undertake to retain the relevant documents for 7 years from date of execution.

(g) I understand that the submission of incorrect data, or data that are not verifiable as described in revised Public Procurement (preference to Make in India) Order 2017, may result in the Procurement Authority / Nodal Ministry / MDL imposing any or all of the remedies as provided for in Clause 9 of the Revised Public Procurement (preference to Make in India) Order 2017 dated 16.09.2020

SIGNATURE: _____

DATE: _____

Seal / Stamp of Bidder

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

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

LOCAL CONTENT DECLARATION (post execution of contract / PO) BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CORPORATION, PARTNERSHIP OR INDIVIDUAL)

IN RESPECT OF CONTRACT No./ PO No.....
ISSUED BY: (Name of Firm):.....

NB: The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.

I, the undersigned, (full names),
do hereby declare, in my capacity as
of (name of bidder entity),
that:

- (a) The facts contained herein are within my own personal knowledge.
(b) My/our company had declared the local content at the time of tender as under

Tender Item Sr No	Local content calculated as above %	Location of local value addition

- (c) My / our company has completed the above referred contract and the actual local content of the delivered item/s calculated using the definition in the declaration given at the time of Bid is as under:

Tender Item Sr No	Declared minimum Local content at the time of bidding (%)	Achieved Local content of delivered items (%)

NB: Local content percentage shall strictly be declared item wise or tender wise as was declared at the time of bid / tender.

(d) I accept that the Procurement Authority / Institution / MDL / Nodal Ministry has the right to request that the local content be verified in terms of the requirements of revised Public Procurement (preference to Make in India) Order 2017 dated 16.09.2020 and I shall furnish the document / information on demand. Failure on my part to furnish the data will be treated as false declaration as per PPP MII Order 2017. I undertake to retain the relevant documents for 7 years from date of execution.

(e) I understand that the submission of incorrect data, or data that are not verifiable as described in revised Public Procurement (preference to Make in India) Order 2017, may result in the Procurement Authority / Nodal Ministry / MDL imposing any or all of the remedies as provided for in Clause 9 of the Revised Public Procurement (preference to Make in India) Order 2017 dated 16.09.2020.

SIGNATURE: _____ **DATE:** _____

Stamp / Seal of the company

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

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

LOCAL CONTENT DECLARATION (post execution of contract / PO). THE SUPPLIER SHALL PROVIDE THIS CERTIFICATE FROM STATUTORY AUDITOR OR COST AUDITOR OF THE COMPANY (IN CASE OF COMPANIES) OR FROM A PRACTICING COST ACCOUNTANT OR PRACTICING CHARTED ACCOUNTANT (IN RESPECT OF SUPPLIER OTHER THAN COMPANIES) GIVING THE PERCENTAGE OF LOCAL CONTENT.

IN RESPECT OF CONTRACT No./ PO No.....
ISSUED BY: (Name of Firm):.....

I, the undersigned, (full names),
do hereby declare, in my capacity as
of (name of bidder entity),
that:

(a) The facts contained herein are within my own personal knowledge.
(b) My/our company had declared the local content at the time of tender as under

Tender Item Sr No	Local content calculated as above %	Location of local value addition

(c) My / our company has completed the above referred contract and the actual local content of the delivered item/s calculated using the definition in the declaration given at the time of Bid is as under:

Tender Item Sr No	Declared minimum Local content at the time of bidding (%)	Achieved Local content of delivered items (%)

NB: Local content percentage shall strictly be declared item wise or tender wise as was declared at the time of bid / tender.

(d) I accept that the Procurement Authority / Institution / MDL / Nodal Ministry has the right to request that the local content be verified in terms of the requirements of revised Public Procurement (preference to Make in India) Order 2017 dated 16.09.2020 and I shall furnish the document / information on demand. Failure on my part to furnish the data will be treated as false declaration as per PPP MII Order 2017. I undertake to retain the relevant documents for 7 years from date of execution.

(e) I understand that the submission of incorrect data, or data that are not verifiable as described in revised Public Procurement (preference to Make in India) Order 2017, may result in the Procurement Authority / Nodal Ministry / MDL imposing any or all of the remedies as provided for in Clause 9 of the Revised Public Procurement (preference to Make in India) Order 2017 dated 16.09.2020.

SIGNATURE: _____ **DATE:** _____

Stamp / Seal of the company