



निविदा पूछताछ  
TENDER ENQUIRY

[ग्राहक नामांकित सीमित निविदा]  
[CUSTOMER NOMINATED LIMITED 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](http://www.mazagondock.in)  
Certified - ISO 9001: 2008 for Shipbuilding Division  
GST ID : 27AAACM8029J1ZA

निविदा सं./Tender No	8000001310	विभाग/Department	OTS(OUTSOURCING DEPT.)
क्रय अधिकारी/Purchase Exec. Prashant S Pimple		क्रय अधिकारी/Purchase Exec.	Prashant S Pimple
सेवा में/To		दूरभाष सं./Telephone No	23763351
		फैक्स सं./Fax No	23743198
		ई-मेल/E-Mail	pspimple@mazdock.com
दूरभाष सं./Telephone		निविदा सं./Tender No	8000001310
फैक्स सं./Fax		निविदा तिथि/ Tender Date	10.06.2025
ई-मेल/E-Mail		निविदा बंद की तिथि/Tender Closing Date	17.06.2025
		निविदा बंद होने का समय/Tender Closing Time	15:00:00
		आरएफक्यू सं./RFQ No	2100001603

निविदा शुल्क/Tender Fee	रु/Rs	0.00
बयाना राशि/EMD Amount	रु/Rs	0.00
पूर्व बिड बैठक तिथि और समय/Pre Bid Meeting Date & Time		,00:00:00
निविदा खोलने की तिथि और समय/Tender Opening Date & Time		17.06.2025,15:30:00
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's Name, Tender Number, closing date & time and RFQ Number in your Quotation & related correspondence )

प्रिय महोदय/महोदया  
Dear Sir / Madam ,

विषय /SUB:- TENDER ENQUIRY THROUGH WEB TENDER ENQUIRY(NIC) IN TWO BID SYSTEM FOR OUTSOURCING OF COMPREHENSIVE WORK PACKAGE CONSISTING OF PLATE CUTTING, BLOCK CONSTRUCTION, OUTFITTING, BLASTING AND PRIMING FOR THE FABRICATED UNITS OUTSIDE MDL FOR 06 NOS SHIPS MPV

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
00100	Fabrication of units/blocks (upto 40 ton	1 Activity unit	30.06.2026

निविदा सं./ Tender No:- 8000001310		निविदा तिथि/ Tender Date:-	आरएफक्यू सं./RFQ No:- 2100001603
क्र सं. SL.No.	सामग्री / सेवा विवरण Material / Service Details	मात्रा / इकाई Quantity / unit	आपूर्ति तिथि Delivery Date
<b>The Line item 00100 covers the following services</b>			
000000001 0	सेवा सं./Service Number :-  संक्षिप्त वर्णन/Short Description :- Fabrication of units/blocks (upto 40 ton) सेवा विवरण/Service Details :- Fabrication of units/blocks (upto 40 tons) as per drawing and attached scope of work - Blasting & Priming of Plates, Plate Cutting as per nesting plan, fabrication of units and Hot work completion as per PSPC requirement.	1,092.420 US ton	
00200	Fabrication of units/blocks (Above 40 to	1 Activity unit	30.06.2026
<b>The Line item 00200 covers the following services</b>			
000000001 0	सेवा सं./Service Number :-  संक्षिप्त वर्णन/Short Description :- Fabrication of units/blocks (Above 40 to सेवा विवरण/Service Details :- Fabrication of units/blocks (Above 40 tons to 75 Tons) as per drawing and attached scope of work - Blasting & Priming of Plates, Plate Cutting as per nesting plan, fabrication of units and Hot work completion as per PSPC requirement.	1,624.550 US ton	
00300	Fabrication of units/blocks (Above 75 to	1 Activity unit	30.06.2026
<b>The Line item 00300 covers the following services</b>			
000000001 0	सेवा सं./Service Number :-  संक्षिप्त वर्णन/Short Description :- Fabrication of units/blocks (Above 75 to सेवा विवरण/Service Details :- Fabrication of units/blocks (Above 75 tons to 125 Tons) as per drawing and attached scope of work - Blasting & Priming of Plates, Plate Cutting as per nesting plan, fabrication of units and Hot work completion as per PSPC requirement.	1,191.890 US ton	
00400	Hull outfitting items supplied by MDL an	1 Activity unit	30.06.2026
<b>The Line item 00400 covers the following services</b>			
000000001 0	सेवा सं./Service Number :-  संक्षिप्त वर्णन/Short Description :- Hull outfitting items supplied by MDL an सेवा विवरण/Service Details :- Hull outfitting items supplied by MDL and Installed by Contractor	745 US ton	
00500	Electrical outfitting - Fabrication + I	1 Activity unit	30.06.2026
<b>The Line item 00500 covers the following services</b>			
000000001 0	सेवा सं./Service Number :-  संक्षिप्त वर्णन/Short Description :- Electrical outfitting - Fabrication + I	39.200 US ton	

क्र सं. SL.No.	सामग्री / सेवा विवरण Material / Service Details	मात्रा / इकाई Quantity / unit	आपूर्ति तिथि Delivery Date
सेवा विवरण/Service Details :- Electrical outfitting - Fabrication + Installation of hot work related outfitting items			
00600	Piping - Installation + testing of Pipes	1 Activity unit	30.06.2026
The Line item 00600 covers the following services			
0000000010	सेवा सं./Service Number :-	48,020 Inch-Meter	
संक्षिप्त वर्णन/Short Description :- Piping - Installation + testing of Pipes			
सेवा विवरण/Service Details :- Piping - Installation + testing of Pipes and Piping accessories related			

नियम और शर्तें : भाग ए में लिखी हुई और इतर संलग्नपत्रे इस निविदा एक अभिन्न अंग हैं। हमें आशा है की, हमें प्रतियोगित्मिक और उचित प्रस्ताव इस निविदा के लिए प्राप्त होगा।

Terms & Conditions as indicated in Part A of this tender and other enclosures / annexures form an integral part of this tender document. We look forward to receive your most competitive and reasonable offer against this Tender.

माझगाँव डॉक शिपबिल्डर्स लिमिटेड के लिए /For Mazagon Dock Shipbuilders Ltd



MAZAGON DOCK SHIPBUILDERS LTD.  
OUTSOURCING DEPARTMENT  
दो बोली बोली ई-निविदा 8000001310

Two Bid web/NIC/Eproc-tender for Placing Parallel Contract (60:40) for Outsourcing of comprehensive work package consisting of plate cutting, Block Construction, outfitting (Hull, Engg & Elec), blasting & priming (Coating / PSPC), loading-unloading, transportation & insurance of materials for the fabricated units outside MDL for 06 Nos ships MPV Ships.

**Standard Tender Document**



**MAZAGON DOCK SHIPBUILDERS LIMITED**

(Formerly known as Mazagon Dock Ltd)

**CIN: U35100MH1934GOI002079**

(A Government of India Undertaking)

Dockyard Road, Mazgaon, Mumbai 400 010. INDIA

Certified – ISO 9001:2008 for Shipbuilding Division

**DIVISION: SHIP BUILDING**

**DEPARTMENT: OUTSOURCING**

Tel. No.: +91(022) 2376 3351

E-mail: [pspimple@mazdock.com](mailto:pspimple@mazdock.com)

Website: [www.mazagondock.in](http://www.mazagondock.in)

<b>MDL TENDER No.</b>	<b>: 8000001310</b>
<b>E-TENDER DATED</b>	<b>: 10/06/2025</b>
<b>E-TENDER CLOSING DATE &amp; TIME</b>	<b>: 17/06/2025 at 15:00 Hrs.</b>
<b>E-TENDER OPENING DATE &amp; TIME</b>	<b>: 17/06/2025 at 15:30 Hrs.</b>



MAZAGON DOCK SHIPBUILDERS LTD.  
OUTSOURCING DEPARTMENT  
दो बोली बोली ई-निविदा 8000001310

Two Bid web/NIC/Eproc-tender for Placing Parallel Contract (60:40) for Outsourcing of comprehensive work package consisting of plate cutting, Block Construction, outfitting (Hull, Engg & Elec), blasting & priming (Coating / PSPC), loading-unloading, transportation & insurance of materials for the fabricated units outside MDL for 06 Nos ships MPV Ships.

**Standard Tender Document**

**Section I - Notice Inviting Tender (NIT)**

1. Notice Inviting Tender (NIT): Mazagon Dock Shipbuilders Limited (MDL), Mumbai is India's leading Shipbuilding Company with ISO 9001:2015 accreditation. Mazagon Dock Shipbuilders Limited, invites offers in two bid system i.e. Part-I (Techno Commercial Bid) and Part-II (Price Bid) from Indian bidder through online bidding via **NIC portal** for Item / Services.
2. Mazagon Dock Shipbuilders Limited invites on-line competitive bids in TWO BID SYSTEM (Part-I Techno Commercial Bid and Part-II Price Bid), from reputed Bidder / Vendors, on our e-procurement portal [www.eprocuremdl.nic.in](http://www.eprocuremdl.nic.in), for the Work/Services as detailed in this tender document
3. **Salient Features of MDL's e-Procurement System for Participating in (this) e-Tender:**
  - a) **Submission of bids against e-Tenders:** The bidder is required to quote online on the e-Procurement website [www.eprocuremdl.nic.in](http://www.eprocuremdl.nic.in) by the deadline, by submitting the Techno-commercial Bid & Price Bid in Electronic format only. The prices/quotes & a few declarations shall have to be entered/uploaded by the bidder online in the Tender's entry forms & other bid documents' scanned/soft copies shall have to be uploaded as part of the bid. All bids should be digitally signed using DSC (as explained below).
  - b) To be able to participate in e-Tender (s), bidder must register themselves on the ASP's website (*registration is free of cost*) & must possess a legally valid Class-IIB or above Digital Signature Certificate (DSC) as per IT Act-2000, using which they can sign their electronic bids. The DSC can be procured from any Certifying Authority (CA) authorized by Controller of Certifying Authorities (CCA) of Govt. of India.
  - c) [National Informatics Centre \(NIC\)](http://www.nic.nic) have been appointed by MDL as the Application Service Provider (ASP). For any further details of e tendering & digital signatures, please contact 0120- 4200462, 0120-4001002, 8826246593, [eproc-support@gov.in](mailto:eproc-support@gov.in).
  - d) Online User Manual is available on the website for the guidance of users & for participating in the e-Procurement/ e-Tendering, the bidder must ensure having the requisite (IT) infrastructure at their office premises.
  - e) Bidder in their own interest are requested to upload their bids well in advance of tender closing date to avoid the last minute difficulties in uploading the bids. Request for extension, if at all to be made, shall be forwarded at least 3 working days in advance to the tender closing date / time with proper reasoning. MDL reserves all rights in this regard & decision of MDL shall be binding to the applicant. Problems in hardware/software, internet connectivity, system configurations, Browser setting etc., for whatsoever reason shall not be considered for extension of tender closing date and time.
  - f) MDL will not be responsible for an error in downloading of tender documents from web by the bidder. The version appearing on MDL website will be considered final and authentic.



MAZAGON DOCK SHIPBUILDERS LTD.  
OUTSOURCING DEPARTMENT  
दो बोली बोली ई-निविदा 8000001310

Two Bid web/NIC/Eproc-tender for Placing Parallel Contract (60:40) for Outsourcing of comprehensive work package consisting of plate cutting, Block Construction, outfitting (Hull, Engg & Elec), blasting & priming (Coating / PSPC), loading-unloading, transportation & insurance of materials for the fabricated units outside MDL for 06 Nos ships MPV Ships.

**Standard Tender Document**

- g) **Bidders are requested to get their technical queries, if any, clarified in advance (1 days in advance to tender closing date) to avoid last minute delay. For any technical clarification, bidders are requested to contact** Shri Abhijeet Patil (Chief Manager –plg-MPV), Phone No is 2376-3105 email id: [ahpatil@mazdock.com](mailto:ahpatil@mazdock.com).

**4. The Tender Document.**

- i. **Bidder must read the complete ‘Tender Document’.**
- ii. Bids must be uploaded till the deadline for submission of bids. Bidder in their own interest are requested to upload their bids well in advance of tender closing date to avoid the last minute difficulties in uploading the bids. Request for clarification/extension, if at all to be made, shall be forwarded at least 3 working days in advance to the tender closing date / time (excluding tender closing date) with proper reasoning.

- 5. Submission of Bids:** No manual Bids shall be made available or accepted for submission (except for originals of scanned copies as per sub-clause above). Bidder must comply with the conditions of the NIC Procurement portal, including registration .etc. In the case of downloaded documents, Bidder must not make any changes to the contents of the documents while uploading, except for filling in the required information.

- 6. Disclaimers and Rights of MDL:** The issue of the Tender Document does not imply that MDL is bound to select bid, and it reserves the right without assigning any reason to
- (a) cancel the tender process; or
  - (b) abandon the procurement of the Goods/Services; or
  - (c) issue another tender for identical or similar Goods/Services.

*Note: Please refer to appended SOW and the complete Tender Document for further details.*

**Tender Inviting Authority**

	<p style="text-align: center;"><b>MAZAGON DOCK SHIPBUILDERS LTD.</b>  <b>OUTSOURCING DEPARTMENT</b>  दो बोली बोली ई-निविदा 8000001310</p> <p>Two Bid web/NIC/Eproc-tender for Placing Parallel Contract (60:40) for Outsourcing of comprehensive work package consisting of plate cutting, Block Construction, outfitting (Hull, Engg &amp; Elec), blasting &amp; priming (Coating / PSPC), loading-unloading, transportation &amp; insurance of materials for the fabricated units outside MDL for 06 Nos ships MPV Ships.</p> <p style="text-align: center;"><b>Standard Tender Document</b></p>
---	--

Following documents, references & formats form a part of the tender:

<a href="#">Section I</a>	Notice Inviting Tender (NIT)
<a href="#">Section II</a>	Tender Enquiry Form (TEF)
<a href="#">Section III</a>	General Conditions of Contract (GCC) for Goods and Services
<a href="#">Annexure – A</a>	SOW ref no MPV/SOW/UNIT-BLOCK OUTSOURCING/LTE/R01 DT 19.05.2025
<a href="#">Annexure – B</a>	Blank rate sheet indicating quoted/not quoted against each line item, tax percentage, type of taxes
<a href="#">Annexure – C</a>	Declaration of Local Content, preference for MSE Order 2012 / PPP Order 2017 for purchase preference.
<a href="#">Annexure – C-1</a>	Actual Local Content Certificate
<a href="#">Annexure – D</a>	<del>bidder' experience of completion of similar works</del>
<a href="#">Annexure – E</a>	<del>Ernest Money Deposit (EMD) or equivalent certificate</del>
<a href="#">Annexure – F</a>	Integrity Pact Format
<a href="#">Annexure – G</a>	Non-disclosure Agreement Format
<a href="#">Annexure – H</a>	Acceptance of Standard bidding document/ tender Enquiry Form(SBD/TEF).
<a href="#">Annexure – I</a>	General Condition of Contract (GCC).
<a href="#">Annexure – J</a>	GST terms & conditions
<a href="#">Annexure – K</a>	RTGS/ NEFT - Mandate Authorization Form
<a href="#">Annexure – L</a>	Compliance Certificate w.r.t. Land Border Clause
<a href="#">Annexure – M</a>	Performance Security Bank Guarantee Format
<a href="#">Annexure – N</a>	Proforma of unconditional and irrevocable insurance surety bond for Performance Security
<a href="#">Annexure – O</a>	Proforma of unconditional and irrevocable insurance surety bond for Free Issue Material and Proforma Bank Guarantee Format for Free issue Material
<a href="#">Annexure – P</a>	Official Secret Act 1923 (ILLUSTRATIVE FORMAT)
<a href="#">Annexure – Q</a>	DECLARATION BY BIDDER REGARDING CONFLICT OF INTEREST AMONG BIDDERS

**REFERENCES:-**

Terms & Conditions (Available on MDL Website [www.mazdock.com](http://www.mazdock.com) →Work/Service Contracts or [www.mazdock.com](http://www.mazdock.com) → tenders → shipbuilding → Outsourcing ).

- 1) Official Secrets Act 1923.
- 2) Safety Code for Sub-Contractors.
- 3) Procedure for entry passes



MAZAGON DOCK SHIPBUILDERS LTD.  
OUTSOURCING DEPARTMENT  
दो बोली बोली ई-निविदा 8000001310

Two Bid web/NIC/Eproc-tender for Placing Parallel Contract (60:40) for Outsourcing of comprehensive work package consisting of plate cutting, Block Construction, outfitting (Hull, Engg & Elec), blasting & priming (Coating / PSPC), loading-unloading, transportation & insurance of materials for the fabricated units outside MDL for 06 Nos ships MPV Ships.

**Standard Tender Document**

**Section II - Tender Enquiry Form (TEF)**

**1. Description & Scope of Supply / Work:**

Outsourcing of comprehensive work package consisting of plate cutting, Block Construction, outfitting (Hull, Engg & Elec), blasting & Priming (Coating / PSPC), loading-unloading, transportation & insurance of materials for the fabricated units outside MDL for 06 Nos ships MPV Ships.

Bidder is requested to refer SOW ref no MPV/SOW/UNIT-BLOCK OUTSOURCING/LTE/R01 DT 19.05.2025 attached at [Annexure-A](#) along with this tender document.

**2. Documents to be submitted for technical assessment:** - Vendor need to submit following document for assessment.

- i. The contractor shall furnish specific information of work done and documentary evidence on satisfactory completion of work, along with copies of work orders /list of skilled workforce, qualified welders to support firm's experience.
- ii. The contractor shall submit valid proof of facilities available at their premises.
- iii. **Undertaking from vendor on vendor's company letter head** that Contractor have or agree to get DNV approval for the premises, in which MPV contract work will be executed, within 1 month from order placement. Vendor will offer his facilities to DNV representative to get DNV approval / certificate.

**3. Earnest Money Deposit (EMD) / Bid Security:** Not applicable

**4. Validity Period of Offer:**

- (a) Bid / Offer shall have the validity period of **120 days** from the tender closing date.
- (b) In case the day up to which the bids are to remain valid falls on/ subsequently declared a holiday or closed day for MDL, the bid validity shall automatically be deemed to be extended upto the next working day.
- (c) In exceptional circumstances, before the expiry of the original time limit, MDL may request the bidder to extend the validity period for a specified additional period. The request and the bidder's responses shall be made in writing or electronically. A bidder may agree to or reject the request. A bidder who has agreed to MDL's request for extension of bid validity, in no case, he shall be permitted to modify his bid.

**5. (A) CONTRACT VALIDITY, WORK SCHEDULE, & MOBILISATION:**

**(a) Contract validity/ Work Schedule:**

- i) Work schedule will be provided by Planning Department not below rank of CM as per priority of vessel/project. The period of work completion shall be indicated in work release note and it shall be within PO time period.
- ii) Work will be released to the contractor by Planning Department along with FIM not below rank of CM. Completion period shall be mutually agreed upon between MDL and contractor.
- iii) The contractor shall undertake the work as per schedule mentioned in the release note.





MAZAGON DOCK SHIPBUILDERS LTD.  
OUTSOURCING DEPARTMENT  
दो बोली बोली ई-निविदा 8000001310

Two Bid web/NIC/Eproc-tender for Placing Parallel Contract (60:40) for Outsourcing of comprehensive work package consisting of plate cutting, Block Construction, outfitting (Hull, Engg & Elec), blasting & priming (Coating / PSPC), loading-unloading, transportation & insurance of materials for the fabricated units outside MDL for 06 Nos ships MPV Ships.

**Standard Tender Document**

iv) Yard wise delivery schedule is tabulated below:

Yard No.	Delivery date of last item	Contractual delivery date of last item
21001	October 2025	D + 4 months
21002	December 2025	D + 6 months
21003	February 2026	D + 8 months
21004	March 2026	D + 9 months
21005	May 2026	D + 11 months
21006	June 2026	D + 12 months

\*D:- Date of Purchase Order

v) Total delivery schedule 54 weeks (Approx 12 Months and 15 days) excluding mobilization period of 15 days per Yard.

vi) Please refer relevant clause of SOW ref no MPV/SOW/UNIT-BLOCK OUTSOURCING/LTE/R01 DT 19.05.25 attached at [Annexure-A](#).

(b) **Work schedule:**

Schedule of work will be jointly prepared by MDL executive / with contractor(s) for overall contract period after placement of order. The contractor(s) has to undertake the work as per schedule mentioned therein. Work will be released to the contractor(s) periodically by means of written schedule jointly prepared within overall contract period between contractor(s) and MDL executive. The job as ordered should be completed on dates mutually agreed upon in accordance with in the delivery schedule. This delivery schedule shall be strictly followed for execution and will be the criteria for applicability of LD.

(c) **Mobilization:**

Sub-contractor to mobilize manpower along with material (required if any) / equipment within 15 days, post receipt of work order of MDL.

Contractor(s) shall complete mobilization of his workforce, tools, and equipment from receipt intimation (verbal/written) from MDL. In mobilization period contractor(s) should arrange entry passes for his employees, tools and equipment, if required. No mobilization advance will be paid by MDL.

6. **Pre-Bid Conference:** Not applicable for this tender.

7. **(A) Submission of Offer in Two Bid System:** Offer must be submitted in two parts as follows:

a) **Part I (Techno Commercial Bid):** The bidder shall ensure that following documents are **essentially submitted in** the Part-I bid as applicable:

Sr No	Essential document	Annexure if applicable
1	Technical & Commercial offer.	-
2	Scanned copy of Integrity Pact (IP) Signed (On each page).	<a href="#">Annexure F</a>



**MAZAGON DOCK SHIPBUILDERS LTD.  
OUTSOURCING DEPARTMENT  
दो बोली बोली ई-निविदा 8000001310**

Two Bid web/NIC/Eproc-tender for Placing Parallel Contract (60:40) for Outsourcing of comprehensive work package consisting of plate cutting, Block Construction, outfitting (Hull, Engg & Elec), blasting & priming (Coating / PSPC), loading-unloading, transportation & insurance of materials for the fabricated units outside MDL for 06 Nos ships MPV Ships.

**Standard Tender Document**

3	Acceptance of Standard bidding document/ tender Enquiry Form(SBD/TEF).	<b>Annexure H</b>
4	General Condition of Contract (GCC).	<b>Annexure I</b>
5	Declaration of Local Content, preference for MSE Order 2012 / PPP Order 2017 for purchase preference.	<b>Annexure C</b>
6	Compliance Certificate w.r.t. Land Border Clause.	<b>Annexure L</b>
7	Blank rate sheet indicating quoted/not quoted against each line item, tax percentage, type of taxes.	<b>Annexure B</b>
8	Bidder contact details/ Bank details for payment by RTGS/NEFT in the format enclosed.	<b>Annexure K</b>
9	<b>Undertaking from vendor on vendor's company letter head that Contractor have or agree to get DNV approval for the premises</b>	<b>Please refer Section II clause 2 above</b>
10	Additional documents as applicable to this tender.	-

**Note: In any case, prices are not to be mentioned in Part-I bid.**

b) Part-II (Price Bid): This should contain only the PRICES for each of the listed items strictly in the prescribed format provided online in NIC BOQ.

Note:

i) In case of error in the aggregate values, the individual service-wise quoted rates will be considered.

ii) Prices for the tendered services/ Items and applicable Taxes and duties are to be quoted by entering the same online. Timely submission of the e-bids is responsibility of the bidder and no reasons / excuses in this regard will be entertained.

iii) Opening of Techno-Commercial e-Bid (Part-I): Techno-Commercial e-bid (Part-I) will be opened online on the tender opening date or extended tender opening date or next working day if opening date happens to be holiday declared by MDL. The participant bidder can also witness opening of the bids online from their locations by logging on MDL e-procurement website with their Digital Signature Certificate (DSC).

iv) Opening of Price e-Bid (Part-II): After completion of Techno-commercial scrutiny, intimation for price e-bid opening will be communicated. Bidder to note that such intimation may be given at a short notice by Fax, E-mail or even by telephone. Techno-commercially qualified bidder can also witness opening of price bids online from their locations by logging on MDL e-procurement website by using their Digital Signature Certificate (DSC).

(v) If, in the price structure quoted for the required service/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;

(vi) 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

(vii) If there is a discrepancy between words and figures, the amount in words shall prevail.



MAZAGON DOCK SHIPBUILDERS LTD.  
OUTSOURCING DEPARTMENT  
दो बोली बोली ई-निविदा 8000001310

Two Bid web/NIC/Eproc-tender for Placing Parallel Contract (60:40) for Outsourcing of comprehensive work package consisting of plate cutting, Block Construction, outfitting (Hull, Engg & Elec), blasting & priming (Coating / PSPC), loading-unloading, transportation & insurance of materials for the fabricated units outside MDL for 06 Nos ships MPV Ships.

**Standard Tender Document**

c) **Bid Modification:** Modification in bids, if any, is to be made by bidder prior to the tender closing date & time.

**8. Bid Rejection Criteria:**

(a) **Categorical rejection criteria:** The following conditions / deviations are non-negotiable and therefore any bid falling under these conditions / deviations shall be summarily rejected. Bidder to note that they shall not be provided any opportunity to rectify these conditions / deviations post Part-I bid opening:

- (i) Bids received after tender closing date and time.
- (ii) Bids/Offer received other than e- Portal.
- (iii) Bidder(s) who is/are debarred under PPP MII order 2017, GeM, CPP including tender holiday issued by MDL.

(b) **Liabe rejection criteria:** Non-compliance/non-acceptance to any of the terms and conditions of the tender other than mentioned at tender clause **8(a)** shall render the bid liable for rejection;

**IMPORTANT NOTE:**

- i. **“Bidder is requested to ensure that only relevant documents complete in all respect as indicated in the tender should be attached with their offer. The first page of every uploaded set of scanned document shall be an index of its contents.**
- ii. **MDL reserves the right to seek clarification / deficient documents from the bidder quoted against the tender.**

**9. Performance Security cum Security Deposit (PS) or Insurance Surety Bond (ISB):**

(a) Performance Security for an amount equal to 5% of the order value (excluding taxes, duties) payable in Indian Rupees or **Insurance Surety Bond (ISB)** shall be submitted within 25 days of the award of contract and the same 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.

(b) Performance security may be furnished in the form of NEFT / Demand Draft / Pay order / Bank Guarantee / Insurance Surety 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.

(c) PS can also be remitted online through MDL website: <https://www.mazagondock.in/OnlinePayment.aspx>.

Or

one can find Online payment tab on MDL website home page as under:

- Go to [www.mazagondock.in](http://www.mazagondock.in)
- Click on Online payment tab available on home page.
- 4 option viz. Career, Tender, Security, Scrap/ Disposal will be available.
- Click on the Tender tab and make the payment online using Debit cards, Credit Cards, Net banking, BHIM/ UPI etc. after filling the required details

(d) Further, the bidder should specifically mention the details of company name as well as nature of remittance, tender number/order number etc. in the text/narration fields of Bank's NEFT remittance in order to identify the same. The duly filled & signed copy of annexure is to be submitted to respective dealing commercial executives.



MAZAGON DOCK SHIPBUILDERS LTD.  
OUTSOURCING DEPARTMENT  
दो बोली बोली ई-निविदा 8000001310

Two Bid web/NIC/Eproc-tender for Placing Parallel Contract (60:40) for Outsourcing of comprehensive work package consisting of plate cutting, Block Construction, outfitting (Hull, Engg & Elec), blasting & priming (Coating / PSPC), loading-unloading, transportation & insurance of materials for the fabricated units outside MDL for 06 Nos ships MPV Ships.

**Standard Tender Document**

- (e) In cases where the supplier / contractor does not submit the PS/ISB but commences supply / services, interest will be recovered for the delayed period of submission of PS at the rate of SBI BPLR plus 2%. Additionally, **Performance Security cum Security Deposit (PS) or Insurance Surety Bond (ISB)** amount could be withheld from the payable Invoice (s) of the Contractor, if any
  - (f) The performance security/ISB 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 he duly performs and completes the contract in all respects but not later than 60(sixty) days of completion of all such obligations including the warranty under the contract.
  - (g) No exemption can be granted to any unit including MSME, SSI units and MDL Registered Supplier.
  - (h) In case of failure to submit performance security deposit by the supplier within 25 days of transmission / notification of order by any mode, the EMD will be forfeited (if available) and MDL reserves the right to cancel the order and invoke the risk purchase clause.
  - (i) In case completion of work is likely to be delayed beyond the Order completion period/Contractual period or this period is required to be extended, the Contractor shall have to extend the validity of the Bank Guarantee for SD till such extended period. In case of failure to comply with such extension of the Bank Guarantee for SD by the Contractor, the Bank Guarantee is liable for encashment by MDL.
10. **Warranty/Guarantee:** 12 months from the date of completion of work (Please refer SOW for additional details)
11. **Pricing:**
- i) The bidder shall quote the prices as per the **BOQ format for the quantity mentioned in Annexure B**.
  - ii) Bidder would have to quote for all the services tendered & listed in the Rate Sheet format of NIC. Vendor has to mandatorily fill the **Annexure B**, BLANKING the PRICES but clearly indicating 'QUOTED / UNQUOTED', also indicating the % of actual taxes/duties applicable, and upload in Cover-1/Part 1 Bid.
  - iii) Contract Price shall remain firm and fixed during the currency of order/contract execution.
  - iv) MDL shall not be bound by any printed conditions or provisions in the Contractor's Bid Forms or acknowledgement of CONTRACT, invoices, packing list and other documents which purport to impose any conditions at variance with or supplemental to CONTRACT.
  - v) Bidder while quoting should consider the all costs such as labour, minimum wages, transportation, equipment, all incidental expenses, travelling, lodging, boarding, administrative, mobilizations, demobilizations, etc.
  - vi) Quantum of the work is tentative. Considering the priority, Project requirement, time constraint, work progress and contractor's performance, the quantum of work allotted to the contractor may vary or reduce and under such circumstances no compensation would be payable.



MAZAGON DOCK SHIPBUILDERS LTD.  
OUTSOURCING DEPARTMENT  
दो बोली बोली ई-निविदा 8000001310

Two Bid web/NIC/Eproc-tender for Placing Parallel Contract (60:40) for Outsourcing of comprehensive work package consisting of plate cutting, Block Construction, outfitting (Hull, Engg & Elec), blasting & priming (Coating / PSPC), loading-unloading, transportation & insurance of materials for the fabricated units outside MDL for 06 Nos ships MPV Ships.

**Standard Tender Document**

vii) The payment shall be based on actual work completed in line with tender terms and conditions

12. **Tie Breaker:** -Not applicable

13. **Taxes & Duties:** Following details are to be submitted by the bidder:

1. GST No.:
2. Type of dealer (composition/ Normal):
3. SAC/HSN NO.:
4. % of GST:

Bidder should confirm acceptance of Standard Terms & Conditions of GST enclosed with this tender as per [Annexure -J](#). Bidder must clearly mention the applicable Taxes & Duties in the rate sheet enclosed in the tender. The item-wise rates (i.e. Basic + Packing, Forwarding, Freight & Insurance) quoted in the Rate sheet should exclude Taxes, Cess & 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.

14. **Payment Terms:**

- 14.1 Advance payment is not applicable for this tender.
- 14.2 95% payment against each invoice will be made through RTGS/NEFT within 15 days from the date of receipt of invoice in MDL and balance 5% shall be retained towards guarantee requirement as mentioned. Alternatively, vendor may submit Performance Security Bank Guarantee(PSBG)/ ISB for 5% value of invoice/ Insurance surety Bond (ISB) as mentioned in clause no 14 of tender document, valid till guarantee period plus one month towards guarantee requirement and in that case the 5% retained amount shall be returned.  
Please refer clause no 9 i.e. **Performance Security cum Security Deposit (PS) or Insurance Surety Bond (ISB)**
- 14.3 The invoice shall be preferably submitted within four weeks of certification of Work Completion Certificate 'WCC'
- 14.4 Payment of the balance of the value of the supplies/services may be payable and as reduced by any deductibles and / or the amount leviable towards liquidated damages, if any.
- 14.5 No advance will be paid in any manner against the contract
- 14.6 Payment will be made on monthly basis on the completed jobs through NEFT/RTGS within 15 days on submission of ink signed tax invoice in triplicate along with work completion certificate (SAP Service Entry Sheet copy) duly signed by Chief Manager or officer of above level of User department)
- 14.7 The vendors, whose aggregate turnover in any preceding financial year from FY 2017-18 onwards, exceeds INR 5crore 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.

15. **Payment Mode & Documents:**

- 15.1 Set of Original + 2 Copies of signed Tax Invoice to be submitted to Receipts Sections along with Work completion certificate (i. e. Service Entry through SAP system) certified by CM or above rank officer of MDL user department.





MAZAGON DOCK SHIPBUILDERS LTD.  
OUTSOURCING DEPARTMENT  
दो बोली बोली ई-निविदा 8000001310

Two Bid web/NIC/Eproc-tender for Placing Parallel Contract (60:40) for Outsourcing of comprehensive work package consisting of plate cutting, Block Construction, outfitting (Hull, Engg & Elec), blasting & priming (Coating / PSPC), loading-unloading, transportation & insurance of materials for the fabricated units outside MDL for 06 Nos ships MPV Ships.

**Standard Tender Document**

- 15.2 The bills should be preferably submitted within four weeks of certification of Work Done Certificate 'WDC' to Receipts Sections adjacent to ARS punching station of South Yard along with Service entry through SAP system from user department.
- 15.3 Alternate MSME vendor payment through TReDS:
- 15.3.1 In order to address the financial needs of MSME firms, GoI has introduced a platform for facilitating the financing of trade receivables of MSMEs from buyers, through multiple financiers which is termed as Trade Receivables Discounting System (TReDS). At TReDS, auctioning of invoices at competitive & transparent environment is done by financiers based on Buyer's credit profile.
- 15.3.2 MDL is registered on the "Invoice mart" TReDS platform and M1xchange of M/s Mynd Solutions Pvt Ltd.
- 15.3.3 MSME bidder desirous to receive payments through TReDS platform may avail the facility if they are already registered on
- 15.3.4 "Invoicemart" TReDS platform or by registering on it.  
Contact details at "Invoicemart" TReDS platform are as below:  
022 6235 7373 and a new mail id:- service@invoicemart.com.
- 15.3.5 "M1xchange" TReDS platform or by registering on it.
- 15.3.6 Contact details at "M1xchange" TReDS platform are as below:  
+91 9920455374 Ms Ashwathi Jayandran. email id  
ashwathi.jayandran@m1xchange.com  
+91 8839915724 Ms. Prinyaka Shah.  
email id prinyaka.shah@m1xchange.com

**Note:** Contractors are requested to raise invoices yard-wise in consultation with WCC issuing authority.

16. **Exchange Rate Variation (ERV):** Not applicable to this tender.

17. **Work Done Certificate (WDC) / Completion Certificate (WCC):**

- The inspection and certification of all above tasks shall be done by MDL.
- Payment shall be made on the basis of design weight of the fabricated blocks and outfitting items. For piping payment shall be done in inch.meter
- The work will be certified by MDL QC/Owner/ Paint OEM / DNV class for quality related aspects as specified in QAP as per inspection requests raised by contractor.
- The job completion shall be certified by MDL dealing executive. Preparation of Work done statement/certificate (WDC) will be contractor's responsibility. Necessary service entry shall be made in SAP by WDC certifying authority (an executive in the rank of Chief Manager or above) based on submitted WDC and will be submitted to the contractor for further invoicing. The WDC shall bear relevant Service Entry Sheet No., PO No., respective item Sr. No, and sub service line item of the PO. The WDC shall be submitted along with copy of inspection reports.
- The WDC shall include cumulative statement of jobs carried out till last WDC. The WDC shall clearly mention the scheduled dates for start and EDC /delivery of the jobs (as given to the contractor by MDL) and the actual dates of start and completion.
- The contractor has to follow the schedule given strictly in order to maintain the overall progress of Ship. LD shall be applicable in case of delays non-attributable to any convincing reasons.



MAZAGON DOCK SHIPBUILDERS LTD.  
OUTSOURCING DEPARTMENT  
दो बोली बोली ई-निविदा 8000001310

Two Bid web/NIC/Eproc-tender for Placing Parallel Contract (60:40) for Outsourcing of comprehensive work package consisting of plate cutting, Block Construction, outfitting (Hull, Engg & Elec), blasting & priming (Coating / PSPC), loading-unloading, transportation & insurance of materials for the fabricated units outside MDL for 06 Nos ships MPV Ships.

**Standard Tender Document**

- g. In case of delays, the duration along with numbers of delayed days shall be specified in respective WDCs to invoke LD Clause and effect recoveries from contractor's invoice.
- h. WCC shall be on the basis of actual work carried out and accepted by MDL.
- i. WCC and invoices shall be forwarded for payment based on work completed as per release note. Partial completion shall not be accepted.
- j. WDC and WCC will be issued by MDL SM/OIC(Hull) not below rank of CM.
- k. Based on this certification, the contractor(s) shall prepare the WDC for completed activities along with all relevant inspection reports. The necessary service entry will be made in the system & will be submitted to the contractor(s) for further invoicing. The WDC should accompany the related inspection reports (if applicable). WDC shall be certified & issued post completion of the individual PO line activities. The WDC shall include cumulative statement of jobs carried out till last WDC.
- l. The necessary service entry shall be made in SAP system by the WDC certifying authority & will be submitted to the contractor for further invoicing. The WDC shall bear relevant Service Entry Sheet No., PO No. and respective item Sr. No., sub service line item of the PO.
- m. In case of delays, the duration along with numbers of delayed days shall be specified in respective WDCs to invoke LD clause and effect recoveries from sub contractor's invoice. Refer relevant clause in SOW.

18. **Loading Criteria:** Not applicable.

19. **Ranking of Bids:** Tender line items are inseparable. Overall Lowest Bidder will be considered for the placement of order. Bidders have to quote their price, applicable taxes (viz. GST%, CESS etc.) as per rate sheet available.

(a) Ranking of bids shall be done by considering following factors:

- i. The comparison of the tenders shall be on total outgo from the MDL's account, for the procurement to be paid to the supplier or any third party, including all elements of costs duties, levies etc. excluding GST (where ITC is available)..

(b) Discount given, if any, by the bidders, after the last date for submission of the bids but before opening of the price bids, will not be considered for determining the ranking of bids but will be considered after the said bidder is adjudged as L1.

(c) Ranking will be done on original submitted bid at the time of closing of tender. However, in case MDL invites supplementary price bid from technically qualified bidders, then same will also be considered while ranking of bids

20. **Parallel Order:**

a. Parallel order placement is applicable for subject tender in the ratio approx. 60:40. MDL intends to award approx. 60% of value of the tendered work to L1, and balance 40% to the other bidder (willing to match the rates negotiated with L1) from amongst other bidders.

b. In case if L2, L3... bidders does not agree to match L1 rates, the contract shall be placed on the L1 bidder for the declared portion as per the tender and The balance quantity shall be re-tendered.

c. During re-tendering the lowest vendor on whom order was placed against original tender will not be considered.



MAZAGON DOCK SHIPBUILDERS LTD.  
OUTSOURCING DEPARTMENT  
दो बोली बोली ई-निविदा 8000001310

Two Bid web/NIC/Eproc-tender for Placing Parallel Contract (60:40) for Outsourcing of comprehensive work package consisting of plate cutting, Block Construction, outfitting (Hull, Engg & Elec), blasting & priming (Coating / PSPC), loading-unloading, transportation & insurance of materials for the fabricated units outside MDL for 06 Nos ships MPV Ships.

**Standard Tender Document**

- d. MDL also reserves the right to consider cancellation of the Tender/Order without assigning any reasons whatsoever.
  - e. In case one of the parallel contractors is not able to meet the production rate/schedule, part of his share will be given to the other parallel contractor found suitable by MDL.
  - f. In the event of resultant single bid, MDL reserves the right to place order in part/ full, depending upon project schedule, priorities, etc. and after assessing the bidder's capabilities, etc. MDL's decision in this regard will be final and binding on the bidders.
  - g. MDL reserves the right to consider placement of Order in part or in full against the tendered quantity and also to accept / reject any or all Offers in part / full without assigning any reasons whatsoever. In case of any dispute, MDL's decision in this matter shall be final and legally binding on the bidder. MDL also reserves the right to consider cancellation of the Tender without assigning any reasons whatsoever
21. **Option clause:** MDL retains the right to increase/decrease the ordered quantity by up to 50 % at any time, till final delivery date (or the extended delivery date of the contract), by giving reasonable notice even though the quantity ordered initially has been supplied in full before the last date of the delivery period (or the extended delivery period)
22. **Book Examination Clause:** 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.
23. **Progress Monitoring & Review Mechanism:** The required dates are indicated in tender. On placement of order a kick off meeting is to be held in MDL to chalk out the sequence and priority of the activities and the deliverables in line with the prevailing construction status of the ship. In this meeting, a progress monitoring team shall be constituted comprising vendor's representative engineer, MDL's executives (one each from Planning, Design and Ship Manager). This team shall carry out periodic reviews (initially quarterly followed by monthly reviews) to decide and chalk out the detailed sequence and priority of the completion of work and deliverables. The vendor would have to adhere to the recommendations and decisions of the said team while executing the work.
24. **Hindrance Register:** All hindrances with date of occurrences and removal shall be noted in the Hindrance Register. The Hindrance Register shall document reasons for the delay vis-à-vis the mutually agreed schedule. All hindrances such as 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 or any other relevant reason shall be recorded. The Hindrance Register shall be signed by the reps. of both MDL as well as Contractor. Executive in the rank of Chief Manager and above shall be the nodal executive of the User Department.
25. **Public Grievance Cell:** A public grievance cell headed by Shri R. R. Kumar, ED (EY) has been set up in the company. Members of public having complaints or grievances are advised to contact above Authorities on Wednesday between 10.00 hours and 12.30





MAZAGON DOCK SHIPBUILDERS LTD.  
OUTSOURCING DEPARTMENT  
दो बोली बोली ई-निविदा 8000001310

Two Bid web/NIC/Eproc-tender for Placing Parallel Contract (60:40) for Outsourcing of comprehensive work package consisting of plate cutting, Block Construction, outfitting (Hull, Engg & Elec), blasting & priming (Coating / PSPC), loading-unloading, transportation & insurance of materials for the fabricated units outside MDL for 06 Nos ships MPV Ships.

**Standard Tender Document**

hours in his office at 3rd Floor, West Block, Mazagon Dock Shipbuilders Ltd or send their complaints / grievances to him in writing for redressal. Telephone No. is 23762106(MDL).

**26. Integrity Pact (IP):**

- 26.1 The signed and stamped Integrity Pact (IP) is to be submitted by the prospective bidder.
- 26.2 The pact essentially envisages the agreement between prospective vendors/bidder and buyers committing the persons / officials of both the parties not to exercise any corrupt influence on any aspect of the contract. Only those vendors/bidder who enter into such an integrity pact with the buyer would be competent to participate in the bid. Therefore, non-acceptance of Integrity Pact by the vendors/bidder shall be liable for rejection. The format of Integrity Pact is placed at Enclosure and the same is to be strictly adhered to.
- 26.3 Please note that the Bidder not agreeing to accept Integrity Pact or submitting integrity pact with deviation in MDL format will be liable for rejection. A scanned copy of the Integrity Pact duly signed by bidder, strictly as per the format given at [Annexure-F](#) is to be uploaded along with the offer. The original of the Integrity pact is to be submitted to MDL within 05days of the tender closing date.
- 26.4 In case of successful bidder, a clause will be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the Principal/Buyer to forfeit the same without assigning any reason for imposing sanction for violation of the Integrity Pact. MDL shall not be bound by any printed conditions or provisions in the sellers bid forms or acknowledgement of contract, invoices, packing list and any other documents which impose any conditions at variance with the tender terms/final negotiated & accepted terms
- 26.5 The nominated Independent External Monitor (IEM) will have power to access the entire project document and examine any complaints received by him. The details of nominated IEM from the panel of IEMs are as follows:  
(i) Mr. M N Krishnamurthy, IPS (Retd), email id-krishnamurthymn19@gmail.com  
(ii) Mr. Deepak Kashyap, IRTS (Retd) email deepakkashyapnd02@ygmil.com  
For updated list of IEMs, Kindly visit MDL website [www.mazagondock.in](http://www.mazagondock.in)

- 27. Working on MDL Holidays:** Intimation for working on Saturday / Sunday / holidays if required, should be submitted 2 working days prior to the date of holiday indicating names of personnel to Personnel Department and Security through concerned Department.

**28. Non-Disclosure Agreement:**

Non- disclosure agreement may be required for bidding purpose & also post placement of order for issuance of drawings / documents. Bidder shall return the issued drawing on or before tender closing date. Non-submission of issued drawing / documents may lead to rejection and action by MDL.



MAZAGON DOCK SHIPBUILDERS LTD.  
OUTSOURCING DEPARTMENT  
दो बोली बोली ई-निविदा 8000001310

Two Bid web/NIC/Eproc-tender for Placing Parallel Contract (60:40) for Outsourcing of comprehensive work package consisting of plate cutting, Block Construction, outfitting (Hull, Engg & Elec), blasting & priming (Coating / PSPC), loading-unloading, transportation & insurance of materials for the fabricated units outside MDL for 06 Nos ships MPV Ships.

**Standard Tender Document**

28.1 Non-Disclosure Agreement, format attached. This Non-Disclosure Agreement to be executed on a non-judicial stamp paper of INR 500.00.

28.2 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.

28.3 Current Illustrative format of NDA is enclosed along with this tender, for your ready reference.

32.3 Procedure for collection of All drawings, document & Work Instructions, design requirement etc as applicable will be done by Planning Dept (MPV ), only during execution of contract, on submission of "Non Disclosure Agreement" in the prescribed format (in original) to PE(Plg-MPV)

33.3 If firm required drawings for their reference/bidding purpose, they can visit Planning MPV along with original instrument of NDA.

Mr.Abhiheet Patil, CM(Plg-MPV) Tel.no 022-2376-3314, email: ahpatil@mazdock.com

29. **Declaration for local content** Bidder should indicate the percentage of local content (i.e. value added in India) along with the details of location/s where the 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".

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 bidder 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.

30. **Breach of Obligation:** 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.

31. **CARTEL FORMATION/POOL RATES:**

In case the bidders are indulged in cartel formation/collusive bidding/bid rigging etc., such bids will be rejected at any stage of tendering and the bidders will be debarred for a period of two years from participation in the tenders including reporting the matter to trade associations, the Competition Commission or NSIC, etc., with a request to take suitable strong actions against such firms



MAZAGON DOCK SHIPBUILDERS LTD.  
OUTSOURCING DEPARTMENT  
दो बोली बोली ई-निविदा 8000001310

Two Bid web/NIC/Eproc-tender for Placing Parallel Contract (60:40) for Outsourcing of comprehensive work package consisting of plate cutting, Block Construction, outfitting (Hull, Engg & Elec), blasting & priming (Coating / PSPC), loading-unloading, transportation & insurance of materials for the fabricated units outside MDL for 06 Nos ships MPV Ships.

**Standard Tender Document**

**32. PURCHASE PREFERENCE TO MAKE IN INDIA:** Purchase Preference to Make in India 2017 -

The Government of India has issued revised Public Procurement (Preference to Make in India) order 2017 on 19 Jul 2024 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.

32.1 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.

32.2 Aspects of 'Preference to Make in India'

"Local content" means the amount of value added in India which shall be the total value of item (goods, Purchase 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.

Explanatory notes for calculation of local content given above

(a) Imported items sourced locally from resellers / distributors shall be excluded from calculation of local content.

(b) The license fees / royalties paid / technical charges paid out of India shall be excluded from local content calculation.

(c) Procurement / Supply of repackaged / refurbished / rebranded imported products as understood commonly shall be treated as reselling of imported products and shall be excluded from calculation of local content. The definition of repackaged / refurbished / rebranded imported products is as follows;

Refurbishing' means repair or reconditioning of an imported product does not amount to manufacture because no new goods come into existence.

'Repackaging means repacking of imported goods from bulk pack to smaller packs would not ordinarily amount to manufacture of a new item.

'Rebranding means relabeling or renaming or change in symbol or logo/makes or corporate image of a company/organization/ firm for an imported product would amount to rebranding.

(d) To ensure that imported items sourced locally from resellers/distributors are excluded from calculation of local content, procuring entities to obtain from bidders, the cost of such locally-sourced imported items (Inclusive of taxes) along with breakup on license / royalties paid / technical expertise cost etc. sourced from outside India. For items sold by bidder as reseller, OEM certificate for country of origin to be submitted.

(e) For contracts involving supply of multiple items, weighted average of all items to be taken while calculating the local content.



MAZAGON DOCK SHIPBUILDERS LTD.  
OUTSOURCING DEPARTMENT  
दो बोली बोली ई-निविदा 8000001310

Two Bid web/NIC/Eproc-tender for Placing Parallel Contract (60:40) for Outsourcing of comprehensive work package consisting of plate cutting, Block Construction, outfitting (Hull, Engg & Elec), blasting & priming (Coating / PSPC), loading-unloading, transportation & insurance of materials for the fabricated units outside MDL for 06 Nos ships MPV Ships.

**Standard Tender Document**

Note: The local content can be increased by vendors through partnerships, cooperation with local companies, establishing production units in India or Joint Ventures (JV) with Indian suppliers, increasing the participation of local employees in services and training them.

- 32.2.1 “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.
- 32.2.2 “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.
- 32.2.3 “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.
- 32.2.4 “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.
- 32.2.5 “Margin of Purchase Preference” means the maximum extent to which the price quoted by a “Class-I Local Supplier” may be above the L1 for the purpose of purchase preference. The margin of purchase preference 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.

- 32.2.6 “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.
- 32.2.7 “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.
- 32.2.8 “Works” means all works as per Rule 130 of GFR-2017 and will also include “turnkey works”, Engineering, Procurement and Construction (EPC) contracts.
- 32.2.9 “Services” includes System Integrator (SI) contracts among other services.

**32.3 Eligibility of Suppliers to bid in a tender:** - Both 'Class-I local supplier' and 'Class-II local supplier' shall be eligible to bid in procurements except when Global tender enquiry has been issued.

32.4 Purchase preference



MAZAGON DOCK SHIPBUILDERS LTD.  
OUTSOURCING DEPARTMENT  
दो बोली बोली ई-निविदा 8000001310

Two Bid web/NIC/Eproc-tender for Placing Parallel Contract (60:40) for Outsourcing of comprehensive work package consisting of plate cutting, Block Construction, outfitting (Hull, Engg & Elec), blasting & priming (Coating / PSPC), loading-unloading, transportation & insurance of materials for the fabricated units outside MDL for 06 Nos ships MPV Ships.

**Standard Tender Document**

- 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 of goods, services which are covered by para 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:
- d) L-1 is "MSE Class-I local supplier": Contract shall be awarded to L-1.
- e) 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 relevant Para shall be followed.
- f) If conditions mentioned in sub paras 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





MAZAGON DOCK SHIPBUILDERS LTD.  
OUTSOURCING DEPARTMENT  
दो बोली बोली ई-निविदा 8000001310

Two Bid web/NIC/Eproc-tender for Placing Parallel Contract (60:40) for Outsourcing of comprehensive work package consisting of plate cutting, Block Construction, outfitting (Hull, Engg & Elec), blasting & priming (Coating / PSPC), loading-unloading, transportation & insurance of materials for the fabricated units outside MDL for 06 Nos ships MPV Ships.

**Standard Tender Document**

awarded / purchase preference to be given in different possible scenarios as under:

- g) L-1 is "MSE but non-Class-I local supplier" or "Non-MSE but Class-I local supplier": Contract be awarded to L-1.
- h) 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 PPP-MII Order. If Class-I Local supplier is also not eligible or does not accept then contract be awarded to L-1.
- i) Non-local suppliers, including MSEs falling in the category of Non-local suppliers, shall be eligible to bid only against Global Tender Enquiry..
- j) **Parallel Contracts:** In case of parallel contracts tender also Purchase Preference to MSE & Class I Suppliers shall be applicable and shall be accorded in accordance with para 3B Order Public Procurement (preference to Make in India) Order 2017 dated 19.07.2024 or amended thereon

**32.5 Minimum Local Content**

32.5.1 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.

32.5.2 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. 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.

**32.6 Other Pre-Qualification Criteria in tenders**

32.6.1 Other pre-qualification criteria in terms of turnover, production capabilities and financial strength in the tender shall not result in unreasonable exclusion of "Class-I Local Supplier" / "Class- II Local Supplier".

32.6.2 The pre-qualification criteria in terms of prior experience fixed in the tender shall not require proof of supply in other countries or proof of exports leading to unreasonable exclusion of Local Suppliers.

32.7 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



MAZAGON DOCK SHIPBUILDERS LTD.  
OUTSOURCING DEPARTMENT  
दो बोली बोली ई-निविदा 8000001310

Two Bid web/NIC/Eproc-tender for Placing Parallel Contract (60:40) for Outsourcing of comprehensive work package consisting of plate cutting, Block Construction, outfitting (Hull, Engg & Elec), blasting & priming (Coating / PSPC), loading-unloading, transportation & insurance of materials for the fabricated units outside MDL for 06 Nos ships MPV Ships.

**Standard Tender Document**

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).

**32.8 Declaration / Verification of Local content:**

(i)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.

(ii)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.

(iii)Further, it must be informed to bidders in the tender that 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 of the said Order for debarment.

(iv)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.

(v)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



MAZAGON DOCK SHIPBUILDERS LTD.  
OUTSOURCING DEPARTMENT  
दो बोली बोली ई-निविदा 8000001310

Two Bid web/NIC/Eproc-tender for Placing Parallel Contract (60:40) for Outsourcing of comprehensive work package consisting of plate cutting, Block Construction, outfitting (Hull, Engg & Elec), blasting & priming (Coating / PSPC), loading-unloading, transportation & insurance of materials for the fabricated units outside MDL for 06 Nos ships MPV Ships.

**Standard Tender Document**

shall be filed to the Chairman, Public Grievance Cell. The fee shall be deposited by complainant in MDL's Account by NEFT.

(vi) 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 or as amended by MoD / DPIIT / DoE.

(vii) 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.

**32.9 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 32.4 above

**32.10 Price negotiation & contract placement:**

- (i) MDL has right to negotiate with L1 bidders on the quoted prices. However, it shall be ensured that Local Content percentage as declared by the vendor is maintained or increased but not reduced.
- (ii) After the contract is awarded and the supplies are completed, the supplier shall provide a "Local content certificate" (in the format provided at the time of PO placement) declaring the actual Local content percentage achieved while executing the contract. In case of failure to provide Local Content Certificate for the executed order within reasonable time, the issue be referred for debarment.

*Note:* In cases of procurement for value in excess of Rs. 10 Crores, the supplier shall provide a Local Content certificate (in the format provided at the time of PO placement) 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.

- (iii) Supplier shall be intimated that the supporting documentation towards realization of committed Local Content as per the contract / order terms & conditions shall be maintained for a period of seven years from the date of completion of the contract for audit purpose. Nodal Ministry may constitute committees with internal & external experts for independent verification of self-declarations and auditor's / accountant's certificates on random basis and in the case of complaints





MAZAGON DOCK SHIPBUILDERS LTD.  
OUTSOURCING DEPARTMENT  
दो बोली बोली ई-निविदा 8000001310

Two Bid web/NIC/Eproc-tender for Placing Parallel Contract (60:40) for Outsourcing of comprehensive work package consisting of plate cutting, Block Construction, outfitting (Hull, Engg & Elec), blasting & priming (Coating / PSPC), loading-unloading, transportation & insurance of materials for the fabricated units outside MDL for 06 Nos ships MPV Ships.

**Standard Tender Document**

**32.11 Debarment of bidders / suppliers:**

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

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

**32.12 Reciprocity Clause:** 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.

Note: The term 'entity' of a country shall have the same meaning as under the FDI Policy of DPIIT as amended from time to time.

**33. 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. Purchase Preference under PPP MSE Order 2012 shall prevail over Purchase preference under PPP MII Order 2017 and Purchase preference to MSE bidders shall be accorded as per para 32.4.

**34. Inter Project Service Transfer (IPST):** MDL reserve the right to transfer services from PO placed for one project to another project OR within project (One yard to another) OR between Divisions OR Project to Yard or vice versa provided the services are identical in nature with same rates.

**35. Offset Policy:** Not applicable to this tender.

**36. Land Border:**

- a) This clause is applicable from a country which shares a land border with India” for the purpose of this Order means: -
- i) An entity incorporated, established or registered in such a country; or
  - ii) A subsidiary of an entity incorporated, established or registered in such a country;

or



MAZAGON DOCK SHIPBUILDERS LTD.  
OUTSOURCING DEPARTMENT  
दो बोली बोली ई-निविदा 8000001310

Two Bid web/NIC/Eproc-tender for Placing Parallel Contract (60:40) for Outsourcing of comprehensive work package consisting of plate cutting, Block Construction, outfitting (Hull, Engg & Elec), blasting & priming (Coating / PSPC), loading-unloading, transportation & insurance of materials for the fabricated units outside MDL for 06 Nos ships MPV Ships.

**Standard Tender Document**

- iii) An entity substantially controlled through entities incorporated, established or registered in such a country; or
- iv) An entity whose beneficial owner is situated in such a country; or
- v) An Indian (or other) agent of such an entity; or
- vi) A natural person who is a citizen of such a country; or
- vii) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
- b) Bidder from a country sharing land border with India shall Mandatorily requires registration with registration Committee by the Department for promotion of Industry and Internal Trade (DPIIT). Registration shall not be applicable for the bidder from those country to which the Government of India has extended Line of credit or in which the government of India is engaged in development project.
- c) Bidder shall comply orders issued by ministry of Finance department of expenditure Vide OM 6/18/2019- PPD dated 23 July 2020 & 24 July 2020 and OM No F.7/10/2021/-PPD(1) dated 23.02.2023.

**37. CONFLICT OF INTEREST AMONG BIDDERS:**

- 1.1. Bidders having a conflict of interest shall not be eligible to participate in the tender process unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Procuring Entity throughout the tender process and execution of the contract.
- 1.2. The bidder shall be considered to have a conflict of interest in this tender process and execution of the resultant contract in the following situations:
  - 1.2.1. If its personnel have a close personal, financial, or business relationship with any personnel of the procuring entity who are directly or indirectly related to the procurement or execution process of the contract, which can affect the decision of the procuring entity directly or indirectly;
  - 1.2.2. The bidder (or his allied firm) provided services for the need assessment/ procurement planning of the tender process in which it is participating;
  - 1.2.3. A Principal can authorize only one agent, and an agent should not represent or quote on behalf of more than one Principal. However, this shall not debar more than one authorized distributor (with/ or without the OEM) from quoting equipment manufactured by an Original Equipment Manufacturer (OEM) in procurements under a Proprietary Article Certificate or  
A bidder participates in more than one bid in this tender process. Participation in any capacity by a Bidder (including the participation of a Bidder as a partner/ JV member or sub-contractor in another bid or vice-versa) in more than one bid shall result in the disqualification of all bids in which he is a party. However, this does not limit the participation of an entity as a sub-contractor in more than one bid if he is not bidding independently in his own name or as a member of a JV

- 38. 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 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



MAZAGON DOCK SHIPBUILDERS LTD.  
OUTSOURCING DEPARTMENT  
दो बोली बोली ई-निविदा 8000001310

Two Bid web/NIC/Eproc-tender for Placing Parallel Contract (60:40) for Outsourcing of comprehensive work package consisting of plate cutting, Block Construction, outfitting (Hull, Engg & Elec), blasting & priming (Coating / PSPC), loading-unloading, transportation & insurance of materials for the fabricated units outside MDL for 06 Nos ships MPV Ships.

**Standard Tender Document**

the MDL, insurance against the risks, and for the coverage, as shall be specified in the **SCC**; and at the MDL's request, the service providers 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. The 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.

39. **Corrigendum to Tender Document:** Before the deadline for submitting bids, MDL may update, amend, modify, or supplement the information, assessment or assumptions contained in the Tender Document by issuing a corrigendum. The corrigendum shall be published in the same manner as the original Tender Document. Without any liability or obligation, the Portal may send intimation of such corrigendum to bidder who have downloaded the document under their login. However, the bidder's responsibility is to check the website(s) for any corrigendum. Any corrigendum thus issued shall be considered a part of the Tender Document. To give reasonable time to the prospective bidder to take such corrigendum into account in preparing their bids, MDL may suitably extend the deadline for the bid submission, as necessary. After MDL makes such modifications, any Bidder who has submitted his bid in response to the original invitation shall have the opportunity to either withdraw his bid or re-submit his bid superseding the original bid within the extended time of submission.
40. **Contacting MDL during the evaluation:** 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.
41. **Free issue Material(FIM):**
- Free issue material as mentioned in Scope of work will be issued to contractor. Therefore, the Contractor prior to taking these free issue material for said job shall furnish equivalent Bank Guarantee/ISB (Insurance Surety Bond) within 07-15 days. Tentative value of FIM is approx. Rs. 1,47,432/- per Ton.
  - The Subcontractor is required to raise a formal material request (MR) on vendor's company letterhead to Planning in the specified format for drawing the material.
  - Collection of Free issue material from ANIK/Dockyard Road Steel Store of MDL stores and transport to fabrication location, is in the scope of contractor.
  - For this purpose, MDL shall intimate the details of material/item to be collected along with value of the same
  - The successful bidder has to submit this Bank Guarantee/ ISB drawn in favor of MAZAGON DOCK SHIPBUILDERS LIMITED from the list of banks approved by SBI/ Canara bank published on MDL website and the same shall be valid for the period of contract. Bidder to advise their bank/banker to send FIMBG/ISB directly to OTS department to dispense with additional step of verification of authenticity of signatories. No change/modification in the text of the prescribed format of the Bank Guarantee is permissible.



MAZAGON DOCK SHIPBUILDERS LTD.  
OUTSOURCING DEPARTMENT  
दो बोली बोली ई-निविदा 8000001310

Two Bid web/NIC/Eproc-tender for Placing Parallel Contract (60:40) for Outsourcing of comprehensive work package consisting of plate cutting, Block Construction, outfitting (Hull, Engg & Elec), blasting & priming (Coating / PSPC), loading-unloading, transportation & insurance of materials for the fabricated units outside MDL for 06 Nos ships MPV Ships.

**Standard Tender Document**

- vi. Such Bank Guarantee/ISB shall be valid till end of the contractual completion period. Whenever any claim for payment of sum arises regarding loss of material against the contractor more than Bank Guarantee submitted against FIM, MDL is entitled to withhold /retain sum in whole or in part from the security deposit, retained amount against PBG and Pending invoices if any.
- vii. Format of "Free issue Bank Guarantee" / "ISB" for free issue material is enclosed at [Annexure – "O"](#). Please refer relevant clause in Scope of Work [Annexure A](#).
42. **Additional Instructions:**
- (a) In case of improper on-line filling or non-submission of Acceptance formats for Tender Enquiry Form (TEF), GCC, it shall be presumed that all our tender terms & conditions are acceptable to the bidder.
- (b) Wherever the clauses in tender document (Part A) are getting repeated in GCC, then in such cases bidder are requested to refer the clauses in the tender doc (Part A) and offer their comments/acceptance, accordingly.
43. **Contact Details for Queries:** Bidder shall visit the actual site at MDL, for ascertaining the nature & entire scope of work, job requirement, technical specifications, tools & tackles & measuring instruments required, for carrying out the job and intermediate checks, the environment under which the work needs to be carried out at worksite in MDL premises, site conditions etc.
44. We look forward to receive your most competitive and reasonable offer against this tender.

Yours faithfully,  
For MAZAGON DOCK  
SHIPBUILDERS LIMITED,  
**Prashant Pimple**  
**Chief Manager**  
**(OUTSOURCING DEPARTMENT)**



MAZAGON DOCK SHIPBUILDERS LTD.  
OUTSOURCING DEPARTMENT  
दो बोली बोली ई-निविदा 8000001310

Two Bid web/NIC/Eproc-tender for Placing Parallel Contract (60:40) for Outsourcing of comprehensive work package consisting of plate cutting, Block Construction, outfitting (Hull, Engg & Elec), blasting & priming (Coating / PSPC), loading-unloading, transportation & insurance of materials for the fabricated units outside MDL for 06 Nos ships MPV Ships.

**Standard Tender Document**

**Annexure-H**

**SBD/TEF (STANDARD BIDDING DOCUMENT ACCEPTANCE FORMAT):-**

To, MAZAGON DOCK SHIPBUILDERS LIMITED, OUTSOURCING DEPARTMENT.

SBD CLAUSE No.	BIDDER'S REMARK	SBD CLAUSE No.	BIDDER'S REMARK
	ACC. / DEV.		ACC. / DEV.
1		2	
3		4	
5		6	
7		8	
9		10	
11		12	
13		14	
15		16	
17		18	
19		20	
21		22	
23		24	
25		26	
27		28	
29		30	
31		32	
33		34	
35		36	
37		38	
39		40	
41		42	
43		44	

COMPANY'S NAME & ADDRESS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SIGNATURE:

DATE:

NAME:

DESIGNATION:

BIDDER'S COMPANY SEAL:

**NOTE:**

- Bidder should carefully read the Terms & Conditions of the Standard Bidding Document (SBD) prior to filling up this acceptance format.
- This format should be properly filled, signed and bidder shall upload the scanned copy of the same online.
- Bidder(s) should indicate "ACC" for Accepted, "DEV" for Deviation Taken for each clause number in the above table.
- Bidder(s) to attach Separate Sheet indicating all relevant details such as Number & description of the Clause, Reasons for Deviation and Alternative suggested for any deviations taken by them.
- Clause numbers shown in the above format also includes the sub-clauses under these clauses.



MAZAGON DOCK SHIPBUILDERS LTD.  
OUTSOURCING DEPARTMENT  
दो बोली बोली ई-निविदा 8000001310

Two Bid web/NIC/Eproc-tender for Placing Parallel Contract (60:40) for Outsourcing of comprehensive work package consisting of plate cutting, Block Construction, outfitting (Hull, Engg & Elec), blasting & priming (Coating / PSPC), loading-unloading, transportation & insurance of materials for the fabricated units outside MDL for 06 Nos ships MPV Ships.

**Standard Tender Document**

**Annexure-B**

**ILLUSTRATIVE RATE SHEET FORMAT:**

Illustrative Rate Sheet format is uploaded on NIC portal as “**ANNEXURE-B: ILLUSTRATIVE RATE SHEET FORMAT**” with cover-1 (Part-I bid: **Without Price**)

**Note:**

- Annexure-B is only for illustration purpose & for the purpose of indicating tax
- Bidder shall upload the completely filled Annexure-B with cover-1 online in. (**Quoted/Not Quoted**)
- Prices are to be quoted in the Rate sheet (BOQ) **provided online** and uploaded in cover-2 online.
- Bidder while quoting should consider the all costs such as labour, hike in the minimum wages, transportation, equipment, all incidental expenses, consumables etc.
- Quantity shown is indicative. However, Payment shall be made as per actual work done.
- An **illustrative example** of blank rate sheet (Annexure-B) to be uploaded in cover 1 (Part 1 – Technical bid) is given below:

*Illustrative Example of Blank rate sheet to be uploaded in Part-I.*

Sr	Item Description	Qty	Unit	Unit rate (In Rs)	Total value (Rs)	Applicable Tax	HSN Code
1	Fabrication of units/blocks (upto 40 tons) as per drawing and attached scope of work - Blasting & Priming of Plates, Plate Cutting as per nesting plan, fabrication of units and Hot work completion as per PSPC requirement	1092.420	Tons	Quoted/Not quoted	Quoted/Not quoted	To be mentioned in %	To be mentioned
2	Fabrication of units/blocks (Above 40 tons to 75 Tons) as per drawing and attached scope of work - Blasting & Priming of Plates, Plate Cutting as per nesting plan, fabrication of units and Hot work completion as per PSPC requirement.	1624.550	Tons	Quoted/Not quoted	Quoted/Not quoted	To be mentioned in %	To be mentioned
3	Fabrication of units/blocks (Above 75	1191.890	Tons	Quoted/Not quoted	Quoted/Not quoted	To be mentioned in %	To be mentioned





**MAZAGON DOCK SHIPBUILDERS LTD.  
OUTSOURCING DEPARTMENT  
दो बोली बोली ई-निविदा 8000001310**

Two Bid web/NIC/Eproc-tender for Placing Parallel Contract (60:40) for Outsourcing of comprehensive work package consisting of plate cutting, Block Construction, outfitting (Hull, Engg & Elec), blasting & priming (Coating / PSPC), loading-unloading, transportation & insurance of materials for the fabricated units outside MDL for 06 Nos ships MPV Ships.

**Standard Tender Document**

Sr	Item Description	Qty	Unit	Unit rate (In Rs)	Total value (Rs)	Applicable Tax	HSN Code
	tons to 125 Tons) as per drawing and attached scope of work - Blasting & Priming of Plates, Plate Cutting as per nesting plan, fabrication of units and Hot work completion as per PSPC requirement						
4	Hull outfitting items supplied by MDL and Installed by Contractor	745.000	Tons	Quoted/Not quoted	Quoted/Not quoted	To be mentioned in %	To be mentioned
5	Electrical outfitting - Fabrication + Installation of hot work related outfitting items	39.200	Tons	Quoted/Not quoted	Quoted/Not quoted	To be mentioned in %	To be mentioned
6	Piping - Installation + testing of Pipes and Piping accessories	48020.000	Inch-Meter	Quoted/Not quoted	Quoted/Not quoted	To be mentioned in %	To be mentioned

**Note:**

- This rate sheet is **only for illustration purpose** & for the purpose of indicating tax and whether quoted / not quoted, as per clause 11.1.4 of TEF (Tender enquiry form).
- Prices are to be quoted in the Rate sheet (**BOQ provided online** in .xls format and uploaded in cover-2 online).
- Bidder while quoting should consider the all costs such as labour, hike in the minimum wages, transportation, equipment, all incidental expenses, consumables etc.
- Quantity shown is indicative. However, Payment shall be made as per actual work done.



MAZAGON DOCK SHIPBUILDERS LTD.  
OUTSOURCING DEPARTMENT  
दो बोली बोली ई-निविदा 8000001310

Two Bid web/NIC/Eproc-tender for Placing Parallel Contract (60:40) for Outsourcing of comprehensive work package consisting of plate cutting, Block Construction, outfitting (Hull, Engg & Elec), blasting & priming (Coating / PSPC), loading-unloading, transportation & insurance of materials for the fabricated units outside MDL for 06 Nos ships MPV Ships.

**Standard Tender Document**

**ANNEXURE-C**

**DECLARATION CERTIFICATE FOR LOCAL CONTENT**

**(Tender value above Rs.10 Crores)**

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

LOCAL CONTENT DECLARATION BY **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): .....

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) 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
For all Tender line		

**Attach separate sheet duly signed if space is not sufficient**





MAZAGON DOCK SHIPBUILDERS LTD.  
OUTSOURCING DEPARTMENT  
दो बोली बोली ई-निविदा 8000001310

Two Bid web/NIC/Eproc-tender for Placing Parallel Contract (60:40) for Outsourcing of comprehensive work package consisting of plate cutting, Block Construction, outfitting (Hull, Engg & Elec), blasting & priming (Coating / PSPC), loading-unloading, transportation & insurance of materials for the fabricated units outside MDL for 06 Nos ships MPV Ships.

**Standard Tender Document**

***NB: Local content percentage shall be declared item wise or tender wise strictly as per the terms of the tender.***

(e) 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.

(f) 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**



MAZAGON DOCK SHIPBUILDERS LTD.  
OUTSOURCING DEPARTMENT  
दो बोली बोली ई-निविदा 8000001310

Two Bid web/NIC/Eproc-tender for Placing Parallel Contract (60:40) for Outsourcing of comprehensive work package consisting of plate cutting, Block Construction, outfitting (Hull, Engg & Elec), blasting & priming (Coating / PSPC), loading-unloading, transportation & insurance of materials for the fabricated units outside MDL for 06 Nos ships MPV Ships.

**Standard Tender Document**

**ANNEXURE-C-1**

**ACTUAL LOCAL CONTENT CERTIFICATE**

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**



MAZAGON DOCK SHIPBUILDERS LTD.  
OUTSOURCING DEPARTMENT  
दो बोली बोली ई-निविदा 8000001310

Two Bid web/NIC/Eproc-tender for Placing Parallel Contract (60:40) for Outsourcing of comprehensive work package consisting of plate cutting, Block Construction, outfitting (Hull, Engg & Elec), blasting & priming (Coating / PSPC), loading-unloading, transportation & insurance of materials for the fabricated units outside MDL for 06 Nos ships MPV Ships.

**Standard Tender Document**

**ANNEXURE-E**

**Details for Remittance towards Performance Security**

1. **MDL'S BANK ACCOUNT DETAILS:**

NAME OF BANK A/C HOLDER: **MAZAGON DOCK SHIPBUILDERS LTD**

BANK AND BRANCH : **STATE BANK OF INDIA, COMMERCIAL BRANCH, FORT, MUMBAI-400023**

TYPE OF ACCOUNT : **CURRENT**

BANK ACCOUNT NO : **11079519138**

IFSC CODE : **SBIN0006070**

SWIFT CODE : **SBININBB101**

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

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

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

3. **SAP Parked Document No:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Signature of Vendor/Representative**



MAZAGON DOCK SHIPBUILDERS LTD.  
OUTSOURCING DEPARTMENT  
दो बोली बोली ई-निविदा 8000001310

Two Bid web/NIC/Eproc-tender for Placing Parallel Contract (60:40) for Outsourcing of comprehensive work package consisting of plate cutting, Block Construction, outfitting (Hull, Engg & Elec), blasting & priming (Coating / PSPC), loading-unloading, transportation & insurance of materials for the fabricated units outside MDL for 06 Nos ships MPV Ships.

**Standard Tender Document**

**Section III - General Conditions of Contract (GCC) for Goods and Services**

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

**1. Tenets of Interpretation** (Applicable for Goods and Services):

Unless where the context requires otherwise, throughout the contract:

- (i) The heading of these conditions shall not affect the interpretation or construction thereof.
- (ii) 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.
- (iii) Words in the singular include the plural and vice-versa.
- (iv) 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.
- (v) 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.
- (vi) Any reference to 'Goods' shall be deemed to include the incidental Works/ Services also.
- (vii) Any generic reference to GCC shall also imply a reference to TEF as well.
- (viii) In case of conflict, provisions of TEF shall prevail over those in GCC.
- (ix) Any reference to 'Contract' shall be deemed to include all other documents (inter-alia GCC, TEF).
- (x) 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.
- (xi) Fall Clause shall be expressly applicable in the case of Rate Contract.

**2. Language of Contract** (Applicable for Goods and Services):

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** (Applicable for Goods and Services):



MAZAGON DOCK SHIPBUILDERS LTD.  
OUTSOURCING DEPARTMENT  
दो बोली बोली ई-निविदा 8000001310

Two Bid web/NIC/Eproc-tender for Placing Parallel Contract (60:40) for Outsourcing of comprehensive work package consisting of plate cutting, Block Construction, outfitting (Hull, Engg & Elec), blasting & priming (Coating / PSPC), loading-unloading, transportation & insurance of materials for the fabricated units outside MDL for 06 Nos ships MPV Ships.

**Standard Tender Document**

**3.1 Governing Laws and Jurisdiction:**

- (i) 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.
- (ii) 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 (Applicable for Goods and Services):**

- (i) **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.
- (ii) **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.
- (iii) **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.
- (iv) **Obligations of the contractor:**



MAZAGON DOCK SHIPBUILDERS LTD.  
OUTSOURCING DEPARTMENT  
दो बोली बोली ई-निविदा 8000001310

Two Bid web/NIC/Eproc-tender for Placing Parallel Contract (60:40) for Outsourcing of comprehensive work package consisting of plate cutting, Block Construction, outfitting (Hull, Engg & Elec), blasting & priming (Coating / PSPC), loading-unloading, transportation & insurance of materials for the fabricated units outside MDL for 06 Nos ships MPV Ships.

**Standard Tender Document**

- a) Without MDL's prior written consent, the contractor shall not use the information mentioned above except for the sole purpose of performing this contract.
- b) 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.
- c) 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.
- d) The obligation of the contractor under sub-clauses above, however, shall not apply to information that:
  - (i) the contractor needs to share with the institution(s) participating in the financing of the contract;
  - (ii) now or hereafter is or enters the public domain through no fault of Contractor;
  - (iii) 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
  - (iv) otherwise lawfully becomes available to the contractor from a third party that has no obligation of confidentiality.
- e) 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.
- f) The provisions of this clause shall survive completion or termination for whatever reason of the contract.

**5. Permits, Approvals and Licenses** (Applicable for Goods and Services):

Whenever the supply of Goods and incidental Works/ 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** (Applicable for Goods):

- (i) 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





MAZAGON DOCK SHIPBUILDERS LTD.  
OUTSOURCING DEPARTMENT  
दो बोली बोली ई-निविदा 8000001310

Two Bid web/NIC/Eproc-tender for Placing Parallel Contract (60:40) for Outsourcing of comprehensive work package consisting of plate cutting, Block Construction, outfitting (Hull, Engg & Elec), blasting & priming (Coating / PSPC), loading-unloading, transportation & insurance of materials for the fabricated units outside MDL for 06 Nos ships MPV Ships.

**Standard Tender Document**

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, as the case may be, interim consignee. 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.

- (ii) 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** (Applicable for Service):

- (i) 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.
- (ii) **Conditions for Extension of Delivery Period:** When the period of delivery is extended due to unexcused delay by the contractor, the amendment extending the delivery period shall, inter alia, be subject to the following conditions:
- a. **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.
- b. **Denial Clause:**
- (i) 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
- (ii) 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.
- (iii) 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 pr clause



MAZAGON DOCK SHIPBUILDERS LTD.  
OUTSOURCING DEPARTMENT  
दो बोली बोली ई-निविदा 8000001310

Two Bid web/NIC/Eproc-tender for Placing Parallel Contract (60:40) for Outsourcing of comprehensive work package consisting of plate cutting, Block Construction, outfitting (Hull, Engg & Elec), blasting & priming (Coating / PSPC), loading-unloading, transportation & insurance of materials for the fabricated units outside MDL for 06 Nos ships MPV Ships.

**Standard Tender Document**

or foreign exchange rate variation or any other variation clause which takes place after the expiry of the original delivery date.

(iii) **Liquidated damages**

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.

If the contractor fails to deliver any or all of the Goods or fails to perform the incidental Works/ Services 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 sub-contractor, though their employment may have been sanctioned shall not be admitted as aground 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** (Applicable for Goods and Services):

(i) 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 could 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 being an individual or if a firm, any partner thereof, shall at any time, be adjudged insolvent or shall have a receiving order or order for the administration of his estate made against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or enter into any assignment or composition with his creditors or suspend payment or if the firm be dissolved under the Partnership Act, or

(iii) **Liquidation:** if the contractor is a company being wound up voluntarily or by order of a Court or a Receiver, Liquidator or Manager on behalf of the Debenture-holders is appointed, or circumstances shall have arisen which entitle the Court or Debenture-holders to appoint a Receiver, Liquidator or Manager.

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





MAZAGON DOCK SHIPBUILDERS LTD.  
OUTSOURCING DEPARTMENT  
दो बोली बोली ई-निविदा 8000001310

Two Bid web/NIC/Eproc-tender for Placing Parallel Contract (60:40) for Outsourcing of comprehensive work package consisting of plate cutting, Block Construction, outfitting (Hull, Engg & Elec), blasting & priming (Coating / PSPC), loading-unloading, transportation & insurance of materials for the fabricated units outside MDL for 06 Nos ships MPV Ships.

**Standard Tender Document**

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 contracted within one year from the breach 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. It shall not be necessary for MDL to notify the contractor of such procurement. It shall, however, be at the discretion of MDL to collect or not the security deposit from the firm/ firms on whom the contract is placed at the risk and cost of the defaulted firm.

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 proceedings in a court of law for the transgression of the law, tort, and loss, not addressable by the above means.



MAZAGON DOCK SHIPBUILDERS LTD.  
OUTSOURCING DEPARTMENT  
दो बोली बोली ई-निविदा 8000001310

Two Bid web/NIC/Eproc-tender for Placing Parallel Contract (60:40) for Outsourcing of comprehensive work package consisting of plate cutting, Block Construction, outfitting (Hull, Engg & Elec), blasting & priming (Coating / PSPC), loading-unloading, transportation & insurance of materials for the fabricated units outside MDL for 06 Nos ships MPV Ships.

**Standard Tender Document**

9. **Closure of Contract** (Applicable for Goods and Services):

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** (Applicable for Goods and Services)

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:** (Applicable for Goods)

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.** (Applicable for Goods)

**For Indigenous Bidder.** 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.

**For Foreign Bidder:** For overseas bidder, 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 (Applicable for Goods):** 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** (Applicable for Goods and Services)

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 Bidder or any obligations to inform the affected Bidder or Bidder of the grounds for MDL action.

15. **Purchaser's property.** (Applicable for Goods and Services)

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



MAZAGON DOCK SHIPBUILDERS LTD.  
OUTSOURCING DEPARTMENT  
दो बोली बोली ई-निविदा 8000001310

Two Bid web/NIC/Eproc-tender for Placing Parallel Contract (60:40) for Outsourcing of comprehensive work package consisting of plate cutting, Block Construction, outfitting (Hull, Engg & Elec), blasting & priming (Coating / PSPC), loading-unloading, transportation & insurance of materials for the fabricated units outside MDL for 06 Nos ships MPV Ships.

**Standard Tender Document**

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 (Applicable for Goods)**

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: (Applicable for Goods and Services)**

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 (Applicable for Goods and Services):**

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: (Applicable for Goods and Services)**

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 (Applicable for Goods and Services)**

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 bidder who had quoted for the concerned tender.

**21. Patent rights (Applicable for Goods and Services)**



MAZAGON DOCK SHIPBUILDERS LTD.  
OUTSOURCING DEPARTMENT  
दो बोली बोली ई-निविदा 8000001310

Two Bid web/NIC/Eproc-tender for Placing Parallel Contract (60:40) for Outsourcing of comprehensive work package consisting of plate cutting, Block Construction, outfitting (Hull, Engg & Elec), blasting & priming (Coating / PSPC), loading-unloading, transportation & insurance of materials for the fabricated units outside MDL for 06 Nos ships MPV Ships.

**Standard Tender Document**

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 :**(Applicable for Goods and Services)

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 :**(Applicable for Goods and Services)

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:** (Applicable for Goods and Services)

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



MAZAGON DOCK SHIPBUILDERS LTD.  
OUTSOURCING DEPARTMENT  
दो बोली बोली ई-निविदा 8000001310

Two Bid web/NIC/Eproc-tender for Placing Parallel Contract (60:40) for Outsourcing of comprehensive work package consisting of plate cutting, Block Construction, outfitting (Hull, Engg & Elec), blasting & priming (Coating / PSPC), loading-unloading, transportation & insurance of materials for the fabricated units outside MDL for 06 Nos ships MPV Ships.

**Standard Tender Document**

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** (Applicable for Goods and Services): 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.** (Applicable for Goods and Services)  
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** (Applicable for Goods and Services)  
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** (Applicable for Goods and Services)  
**(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.





MAZAGON DOCK SHIPBUILDERS LTD.  
OUTSOURCING DEPARTMENT  
दो बोली बोली ई-निविदा 8000001310

Two Bid web/NIC/Eproc-tender for Placing Parallel Contract (60:40) for Outsourcing of comprehensive work package consisting of plate cutting, Block Construction, outfitting (Hull, Engg & Elec), blasting & priming (Coating / PSPC), loading-unloading, transportation & insurance of materials for the fabricated units outside MDL for 06 Nos ships MPV Ships.

**Standard Tender Document**

**(b) Arbitration** (Applicable for Goods and Services)

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.

MDL prefers to have arbitration through Institutes such as Indian Council of Arbitration (ICA)/ICA-DR, 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** (Applicable for Goods and Services)

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**(Applicable for Services)

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** (Applicable for Services)

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.





MAZAGON DOCK SHIPBUILDERS LTD.  
OUTSOURCING DEPARTMENT  
दो बोली बोली ई-निविदा 8000001310

Two Bid web/NIC/Eproc-tender for Placing Parallel Contract (60:40) for Outsourcing of comprehensive work package consisting of plate cutting, Block Construction, outfitting (Hull, Engg & Elec), blasting & priming (Coating / PSPC), loading-unloading, transportation & insurance of materials for the fabricated units outside MDL for 06 Nos ships MPV Ships.

**Standard Tender Document**

32. **Bonus Act** (Applicable for Services)

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** (Applicable for Services)

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** (Applicable for Services)

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

i. under the Employees' Provident Funds and Miscellaneous Act, 1952,

ii. under the Family Pension Scheme, and

iii. under the Employees' Deposit Linked Insurance Scheme and pay the contributions both in respect of his employees and his own. He shall submit all the necessary returns and other particulars periodically as prescribed under the said Act. Contractor / Bidder shall cover from the first day working all his contract labour on MDL jobs by filling requisite returns to concerned Statutory authorities and obtaining Code Numbers / Account Numbers. Contractor / Bidder shall remit employees' and employers' contributions directly to the concerned authorities along with Inspection and Administrative Charges as per relevant provisions of the concerned Acts and Schemes made there under within 15 days from the close of every month. The Contractor / Bidder must submit copies of P. F. dues payment challans, copy of Form No. 12 (A), copy of form No. 6 (A) (Annually) 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



MAZAGON DOCK SHIPBUILDERS LTD.  
OUTSOURCING DEPARTMENT  
दो बोली बोली ई-निविदा 8000001310

Two Bid web/NIC/Eproc-tender for Placing Parallel Contract (60:40) for Outsourcing of comprehensive work package consisting of plate cutting, Block Construction, outfitting (Hull, Engg & Elec), blasting & priming (Coating / PSPC), loading-unloading, transportation & insurance of materials for the fabricated units outside MDL for 06 Nos ships MPV Ships.

**Standard Tender Document**

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 Bidder / 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:**(Applicable for Goods & Services)

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** (Applicable for Services)

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.** (Applicable for Goods and Services)

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



MAZAGON DOCK SHIPBUILDERS LTD.  
OUTSOURCING DEPARTMENT  
दो बोली बोली ई-निविदा 8000001310

Two Bid web/NIC/Eproc-tender for Placing Parallel Contract (60:40) for Outsourcing of comprehensive work package consisting of plate cutting, Block Construction, outfitting (Hull, Engg & Elec), blasting & priming (Coating / PSPC), loading-unloading, transportation & insurance of materials for the fabricated units outside MDL for 06 Nos ships MPV Ships.

**Standard Tender Document**

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.

**39. Code of Integrity in Public Procurement**

Procuring authorities (including indenter) as well as bidders, suppliers, contractors and consultants should observe the highest standard of ethics and should not indulge in the following prohibited practices, either directly or indirectly, at any stage during the procurement process or during execution of resultant contracts:

**39.1 Corrupt practice**

Making offers, solicitation or acceptance of bribe, rewards or gifts or any material benefit, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process or contract execution.

**39.2 Fraudulent practice**

Any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. This includes making false declaration or providing false information for participation in a tender process or to secure a contract or in execution of the contract.

**39.3 Anti-competitive practice**

Any collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of The Competition Act, 2002, between two or more bidders, with or without the knowledge of MDL, that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, non-competitive levels.

**39.4 Coercive practice**

Harming or threatening to harm, persons or their property to influence their participation in the procurement process or affect the execution of a contract

**39.5 Conflict of interest**

	<p style="text-align: center;">MAZAGON DOCK SHIPBUILDERS LTD. OUTSOURCING DEPARTMENT दो बोली बोली ई-निविदा 8000001310</p> <p>Two Bid web/NIC/Eproc-tender for Placing Parallel Contract (60:40) for Outsourcing of comprehensive work package consisting of plate cutting, Block Construction, outfitting (Hull, Engg &amp; Elec), blasting &amp; priming (Coating / PSPC), loading-unloading, transportation &amp; insurance of materials for the fabricated units outside MDL for 06 Nos ships MPV Ships.</p> <p style="text-align: center;"><b>Standard Tender Document</b></p>
---	--

Participation by a bidding firm or any of its affiliates that are either involved in the consultancy contract to which this procurement is linked; or if they are part of more than one bid in the procurement; or if the bidding firm or their personnel have relationships or financial or business transactions with any official of MDL who are directly or indirectly related to tender or execution process of contract; or improper use of information obtained by the (prospective) bidder from MDL with an intent to gain unfair advantage in the procurement process or for personal gain.

#### 39.6 Obstructive practice

Materially impede MDL's investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding MDL's rights of audit or access to information



MAZAGON DOCK SHIPBUILDERS LTD.  
OUTSOURCING DEPARTMENT  
दो बोली बोली ई-निविदा 8000001310

Two Bid web/NIC/Eproc-tender for Placing Parallel Contract (60:40) for Outsourcing of comprehensive work package consisting of plate cutting, Block Construction, outfitting (Hull, Engg & Elec), blasting & priming (Coating / PSPC), loading-unloading, transportation & insurance of materials for the fabricated units outside MDL for 06 Nos ships MPV Ships.

**Standard Tender Document**

**Annexure-I**

**GCC (GENERAL CONDITIONS OF CONTRACT) ACCEPTANCE FORMAT:**

General Conditions of Contract (GCC) for Goods and Services

To,  
MAZAGON DOCK SHIPBUILDERS LIMITED  
OUTSOURCING DEPARTMENT.

GCC CLAUSE No.	BIDDER'S REMARK	GCC CLAUSE No.	BIDDER'S REMARK
	ACC. / DEV.		ACC. / DEV.
1		2	
3		4	
5		6	
7		8	
9		10	
11		12	Not applicable
13	Not applicable	14	
15		16	
17		18	
19		20	
21		22	
23		24	
25		26	
27		28	
29		30	
31		32	
33		34	
35		36	
37		38	
39			

COMPANY'S NAME & ADDRESS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SIGNATURE:

DATE:

NAME:

DESIGNATION:

BIDDER'S COMPANY SEAL:

**NOTE:**

Bidder should carefully read the Terms & Conditions of the General Conditions of Contract (GCC) prior to filling up this acceptance format. This format should be properly filled, signed and bidder shall upload the scanned copy of the same online. Bidder(s) should indicate "ACC" for Accepted, "DEV" for Deviation Taken for each clause number in the above table. Bidder(s) to attach Separate Sheet indicating all relevant details such as Number & description of the Clause, Reasons for Deviation and Alternative suggested for any deviations taken by them. Clause numbers shown in the above format also includes the sub-clauses under these clauses



MAZAGON DOCK SHIPBUILDERS LTD.  
OUTSOURCING DEPARTMENT  
दो बोली बोली ई-निविदा 8000001310

Two Bid web/NIC/Eproc-tender for Placing Parallel Contract (60:40) for Outsourcing of comprehensive work package consisting of plate cutting, Block Construction, outfitting (Hull, Engg & Elec), blasting & priming (Coating / PSPC), loading-unloading, transportation & insurance of materials for the fabricated units outside MDL for 06 Nos ships MPV Ships.

**Standard Tender Document**

**Annexure-J**

**TERMS RELATED TO TAXES (GST)**

1. GST as per GST Laws shall be payable extra as quoted and agreed.
2. In case of purchases of goods/services from unregistered dealers under GST Laws, GST will be paid by MDL under reverse charge mechanism.
3. Benefits from reduction in rate of tax/ITC are required to be passed on to consumer. Where “applicable GST” has been quoted as extra, Goods and service providers (except un-registered dealers under GST Law) have to submit declaration that they have complied with ‘Anti-profiteering clause’ under GST Law. Such declaration be given in technical bid.
4. If the vendor is registered under GST, vendor shall mention the HSN code for goods &/or services in their tax invoice, etc. These codes must be in accordance with GST Laws and responsibility of specifying correct HSN codes for goods &/or services is that of the vendor. MDL shall not be responsible for any error in HSN code for goods &/or services specified by supplier / contractor. Supplier /Contractor shall pay penalty and/ or interest imposed on MDL or any loss due to delay in availing ITC by MDL or any loss of ITC to MDL due to errors by vendors at any stage. MDL reserves right to recover any such interest, penalty or loss from any amount due to Supplier /Contractor or otherwise.
5. 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.
6. 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.
7. 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





MAZAGON DOCK SHIPBUILDERS LTD.  
OUTSOURCING DEPARTMENT  
दो बोली बोली ई-निविदा 8000001310

Two Bid web/NIC/Eproc-tender for Placing Parallel Contract (60:40) for Outsourcing of comprehensive work package consisting of plate cutting, Block Construction, outfitting (Hull, Engg & Elec), blasting & priming (Coating / PSPC), loading-unloading, transportation & insurance of materials for the fabricated units outside MDL for 06 Nos ships MPV Ships.

**Standard Tender Document**

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).

8. If the vendor is registered under GST, vendor shall file all applicable returns under GST Laws in the stipulated time & any losses of tax credit to MDL arising due to delay in filing will be recovered from their invoice wherever MDL is eligible to avail tax credit. Any default towards payment of tax and / or uploading of monthly returns by supplier/contractor, MDL retains right to withhold payments towards tax portion until the same is corrected & complied by the supplier/contractor with the requirement of GST along with satisfactory evidence.
9. The rate sheet enclosed with the tender will indicate the rates to be entered under each head wherever applicable. Bidder must clearly mention the applicable Taxes & Duties. The item-wise rates (i.e. Basic+P&F+F&I) quoted in the Rate Sheet should exclude Taxes & Duties. Bidder should indicate GST rates as applicable separately under each of the head in the same Rate sheet, which will be paid extra based on tax invoice to the extent applicable. The GST will be applicable on total basic rate of each item (i.e. Basic + P&F + F&I).



MAZAGON DOCK SHIPBUILDERS LTD.  
OUTSOURCING DEPARTMENT  
दो बोली बोली ई-निविदा 8000001310

Two Bid web/NIC/Eproc-tender for Placing Parallel Contract (60:40) for Outsourcing of comprehensive work package consisting of plate cutting, Block Construction, outfitting (Hull, Engg & Elec), blasting & priming (Coating / PSPC), loading-unloading, transportation & insurance of materials for the fabricated units outside MDL for 06 Nos ships MPV Ships.

**Standard Tender Document**

**Format for Compliance Certificate w.r.t. Land Border Clause (Annexure-L)**

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

This declaration must form part of all tenders & it contains general information and serves as a declaration form for all bidder. (Before completing this declaration, bidder must study the General Conditions, Definitions, Govt Directives applicable in respect of Public Procurement No.1, 2 & 3) dtd 23 Jul 2020 & 24 Jul 2020 and OM No F.7/10/2021/-PPD(1) dated 23.02.2023 on Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017& prescribed tender conditions).

**DECLARATION BY AUTHORISED SIGNATORY OF THE FIRM**

I, the undersigned, ..... (full names),  
do hereby declare, in my capacity as .....  
of M/s .....(name of bidder  
entity), that:

1) The facts contained herein are within my own personal knowledge.

2) I have read the Order (Public Procurement No.1, 2 & 3) dtd 23 Jul 2020 & 24 Jul 2020 and OM No F.7/10/2021/-PPD(1) dated 23.02.2023 on the subject of Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017 regarding restrictions on procurement from a bidder of a country which shares a land border with India and comply to all the provisions of the Order

3) I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that our Firm M/s..... is not from such a country and does not have any specified Transfer of Technology (TOT) from such a country or, if from such a country or if having specified TOT from such a country has been registered with the Competent Authority.

3) I certify that M/s .....(name of bidder entity) **is not from such a country or, is from such a country** (strike out whichever is not applicable). I hereby certify that this SUPPLIER fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority is attached]

4) I understand that the submission of incorrect data and / or if certificate / declaration given by M/s .....(name of bidder entity) is found to be false, this would be a ground for immediate termination and further legal action in accordance with law as per Clause 12 of the Public Order on Restrictions under Rule (xi) of the General Financial Rules (GFRs), 2017

**AUTHORISED SIGNATURE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**Seal / Stamp of Bidder**



MAZAGON DOCK SHIPBUILDERS LTD.  
OUTSOURCING DEPARTMENT  
दो बोली बोली ई-निविदा 8000001310

Two Bid web/NIC/Eproc-tender for Placing Parallel Contract (60:40) for Outsourcing of comprehensive work package consisting of plate cutting, Block Construction, outfitting (Hull, Engg & Elec), blasting & priming (Coating / PSPC), loading-unloading, transportation & insurance of materials for the fabricated units outside MDL for 06 Nos ships MPV Ships.

**Standard Tender Document**

**Performance Security (PS) Bank Guarantee Format [Annexure-M](#)**

(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 includes 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



MAZAGON DOCK SHIPBUILDERS LTD.  
OUTSOURCING DEPARTMENT  
दो बोली बोली ई-निविदा 8000001310

Two Bid web/NIC/Eproc-tender for Placing Parallel Contract (60:40) for Outsourcing of comprehensive work package consisting of plate cutting, Block Construction, outfitting (Hull, Engg & Elec), blasting & priming (Coating / PSPC), loading-unloading, transportation & insurance of materials for the fabricated units outside MDL for 06 Nos ships MPV Ships.

**Standard Tender Document**

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 + 60 days 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")



MAZAGON DOCK SHIPBUILDERS LTD.  
OUTSOURCING DEPARTMENT  
दो बोली बोली ई-निविदा 8000001310

Two Bid web/NIC/Eproc-tender for Placing Parallel Contract (60:40) for Outsourcing of comprehensive work package consisting of plate cutting, Block Construction, outfitting (Hull, Engg & Elec), blasting & priming (Coating / PSPC), loading-unloading, transportation & insurance of materials for the fabricated units outside MDL for 06 Nos ships MPV Ships.

**Standard Tender Document**

**Annexure-N**

**PROFORMA OF UNCONDITIONAL AND IRREVOCABLE INSURANCE SURETY  
BOND 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.)

1. 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 an unconditional and irrevocable Insurance Surety Bond in lieu of Performance Security payable under the said order for the fulfillment and performance of the said order, We, ..... Surety Insurer having office at ..... (hereinafter referred to as "the Surety" which expression shall includes 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, .....the Surety 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 surety may be entitled to.

3. We, ..... the Surety further agree that the amount demanded by the Purchaser as such shall be final and binding on the Surety as to the Surety's liability to pay and the amount demanded and the Surety 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 Bond being absolute and unconditional.

4. We, ..... the Surety 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





MAZAGON DOCK SHIPBUILDERS LTD.  
OUTSOURCING DEPARTMENT  
दो बोली बोली ई-निविदा 8000001310

Two Bid web/NIC/Eproc-tender for Placing Parallel Contract (60:40) for Outsourcing of comprehensive work package consisting of plate cutting, Block Construction, outfitting (Hull, Engg & Elec), blasting & priming (Coating / PSPC), loading-unloading, transportation & insurance of materials for the fabricated units outside MDL for 06 Nos ships MPV Ships.

**Standard Tender Document**

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, ..... the Surety further undertake not to revoke this Bond during its currency except with the previous consent of the Purchaser in writing.

6. We, ..... the Surety also agree that the Surety's liability under this Bond 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 Bond shall not exceed Rs.....
- (ii) This Surety Bond shall be valid upto and including .....; and
- (iii) We are liable to pay the Bond amount or any part thereof under this Surety Bond 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 Bond).

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

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

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





MAZAGON DOCK SHIPBUILDERS LTD.  
OUTSOURCING DEPARTMENT  
दो बोली बोली ई-निविदा 8000001310

Two Bid web/NIC/Eproc-tender for Placing Parallel Contract (60:40) for Outsourcing of comprehensive work package consisting of plate cutting, Block Construction, outfitting (Hull, Engg & Elec), blasting & priming (Coating / PSPC), loading-unloading, transportation & insurance of materials for the fabricated units outside MDL for 06 Nos ships MPV Ships.

**Standard Tender Document**

**Annexure-O**

**PROFORMA UNCONDITIONAL AND IRREVOCABLE INSURANCE SURETY  
BOND FOR FREE ISSUE MATERIAL**

(ILLUSTRATIVE FORMAT)

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

1. 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 an unconditional and irrevocable Insurance Surety Bond equivalent to the value of materials supplied by the Contractor / Supplier to the Company, We, ..... Surety Insurer having office at ..... (hereinafter referred to as "the Surety" which expression shall includes 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 Contractor / Supplier of any of the terms and conditions of the said order.

2. We, ..... the Surety 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 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, ..... the Surety further agree that the amount demanded by the Company as such shall be final and binding on the Surety as to the Surety's liability to pay and the amount demanded and the Surety 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 Bond being absolute and unconditional.

4. We, ..... the Surety 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



MAZAGON DOCK SHIPBUILDERS LTD.  
OUTSOURCING DEPARTMENT  
दो बोली बोली ई-निविदा 8000001310

Two Bid web/NIC/Eproc-tender for Placing Parallel Contract (60:40) for Outsourcing of comprehensive work package consisting of plate cutting, Block Construction, outfitting (Hull, Engg & Elec), blasting & priming (Coating / PSPC), loading-unloading, transportation & insurance of materials for the fabricated units outside MDL for 06 Nos ships MPV Ships.

**Standard Tender Document**

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, ..... the Surety further undertake not to revoke this Bond during its currency except with the previous consent of the Purchaser in writing.

6. We, ..... the Surety also agree that the Surety's liability under this Surety 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 Bond shall not exceed Rs.....
- (ii) This Surety Bond shall be valid upto and including .....; and
- (iii) We are liable to pay the Bond amount or any part thereof under this Surety Bond 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 Bond).

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

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

For ..... the Surety

(by its constituted attorney)

(Signature of a person authorised to sign on behalf of 'the Surety')



MAZAGON DOCK SHIPBUILDERS LTD.  
OUTSOURCING DEPARTMENT  
दो बोली बोली ई-निविदा 8000001310

Two Bid web/NIC/Eproc-tender for Placing Parallel Contract (60:40) for Outsourcing of comprehensive work package consisting of plate cutting, Block Construction, outfitting (Hull, Engg & Elec), blasting & priming (Coating / PSPC), loading-unloading, transportation & insurance of materials for the fabricated units outside MDL for 06 Nos ships MPV Ships.

**Standard Tender Document**

**PROFORMA BANK GUARANTEE FOR FREE ISSUE MATERIAL**

(ILLUSTRATIVE FORMAT)

(On Non-Judicial stamp paper of value Rs. 500/-. However, the value of stamp paper to be confirmed from 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 (herein after 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 includes 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 nonfulfilment 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 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.



MAZAGON DOCK SHIPBUILDERS LTD.  
OUTSOURCING DEPARTMENT  
दो बोली बोली ई-निविदा 8000001310

Two Bid web/NIC/Eproc-tender for Placing Parallel Contract (60:40) for Outsourcing of comprehensive work package consisting of plate cutting, Block Construction, outfitting (Hull, Engg & Elec), blasting & priming (Coating / PSPC), loading-unloading, transportation & insurance of materials for the fabricated units outside MDL for 06 Nos ships MPV Ships.

**Standard Tender Document**

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)

(Signature of a person authorised to sign on behalf of 'the Bank')



MAZAGON DOCK SHIPBUILDERS LTD.  
OUTSOURCING DEPARTMENT  
दो बोली बोली ई-निविदा 8000001310

Two Bid web/NIC/Eproc-tender for Placing Parallel Contract (60:40) for Outsourcing of comprehensive work package consisting of plate cutting, Block Construction, outfitting (Hull, Engg & Elec), blasting & priming (Coating / PSPC), loading-unloading, transportation & insurance of materials for the fabricated units outside MDL for 06 Nos ships MPV Ships.

**Standard Tender Document**

**Official Secret Act 1923 (ILLUSTRATIVE FORMAT)**

**Annexure -P**

**SECTION 2(B) : “PROHIBITED PLACE”**

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

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

**SECTION 3 : “PENALTIES FOR SPYING”**

If any per unlawfully -

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

**SECTION 4 : “COMMUNICATION WITH FOREIGN AGENTS”**

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

**SECTION 5 : “WRONGFUL COMMUNICATION OF INFORMATION”**

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

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

Shall be guilty of an offence under this Act.

**SECTION 6 : “UNAUTHORISED USE OF UNIFORMS”**

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

**SECTION 7 : “INTERFERING WITH OFFICERS OF POLICE”**

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

**SECTION 8 : “DUTY OF GIVING INFORMATION”**

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

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

**SECTION 9 : “INCITEMENT”**

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

**SECTION 10 : “PENALTY FOR HARBOURING SPIES”**

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

**SECTION 11 : “SEARCH WARRANTS”**

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





MAZAGON DOCK SHIPBUILDERS LTD.  
OUTSOURCING DEPARTMENT  
दो बोली बोली ई-निविदा 8000001310

Two Bid web/NIC/Eproc-tender for Placing Parallel Contract (60:40) for Outsourcing of comprehensive work package consisting of plate cutting, Block Construction, outfitting (Hull, Engg & Elec), blasting & priming (Coating / PSPC), loading-unloading, transportation & insurance of materials for the fabricated units outside MDL for 06 Nos ships MPV Ships.

**Standard Tender Document**

**Annexure-G**

**Non-Disclosure Agreement Format**

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





MAZAGON DOCK SHIPBUILDERS LTD.  
OUTSOURCING DEPARTMENT  
दो बोली बोली ई-निविदा 8000001310

Two Bid web/NIC/Eproc-tender for Placing Parallel Contract (60:40) for Outsourcing of comprehensive work package consisting of plate cutting, Block Construction, outfitting (Hull, Engg & Elec), blasting & priming (Coating / PSPC), loading-unloading, transportation & insurance of materials for the fabricated units outside MDL for 06 Nos ships MPV Ships.

**Standard Tender Document**

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.

9. 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



MAZAGON DOCK SHIPBUILDERS LTD.  
OUTSOURCING DEPARTMENT  
दो बोली बोली ई-निविदा 8000001310

Two Bid web/NIC/Eproc-tender for Placing Parallel Contract (60:40) for Outsourcing of comprehensive work package consisting of plate cutting, Block Construction, outfitting (Hull, Engg & Elec), blasting & priming (Coating / PSPC), loading-unloading, transportation & insurance of materials for the fabricated units outside MDL for 06 Nos ships MPV Ships.

**Standard Tender Document**

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.



MAZAGON DOCK SHIPBUILDERS LTD.  
OUTSOURCING DEPARTMENT  
दो बोली बोली ई-निविदा 8000001310

Two Bid web/NIC/Eproc-tender for Placing Parallel Contract (60:40) for Outsourcing of comprehensive work package consisting of plate cutting, Block Construction, outfitting (Hull, Engg & Elec), blasting & priming (Coating / PSPC), loading-unloading, transportation & insurance of materials for the fabricated units outside MDL for 06 Nos ships MPV Ships.

**Standard Tender Document**

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

To \_\_\_\_\_

Address:

Address:

Phone No.:

Phone No.:

Fax:

Fax No. :

E-mail:

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  
named  
MDL

Signed by the within

In the presence of

In the presence of



MAZAGON DOCK SHIPBUILDERS LTD.  
OUTSOURCING DEPARTMENT  
दो बोली बोली ई-निविदा 8000001310

Two Bid web/NIC/Eproc-tender for Placing Parallel Contract (60:40) for Outsourcing of comprehensive work package consisting of plate cutting, Block Construction, outfitting (Hull, Engg & Elec), blasting & priming (Coating / PSPC), loading-unloading, transportation & insurance of materials for the fabricated units outside MDL for 06 Nos ships MPV Ships.

**Standard Tender Document**

**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.

**Annexure F**

**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 for .....The 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.



MAZAGON DOCK SHIPBUILDERS LTD.  
OUTSOURCING DEPARTMENT  
दो बोली बोली ई-निविदा 8000001310

Two Bid web/NIC/Eproc-tender for Placing Parallel Contract (60:40) for Outsourcing of comprehensive work package consisting of plate cutting, Block Construction, outfitting (Hull, Engg & Elec), blasting & priming (Coating / PSPC), loading-unloading, transportation & insurance of materials for the fabricated units outside MDL for 06 Nos ships MPV Ships.

**Standard Tender Document**

(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 Bidder 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 Bidder(s)/Contractor(s). Copy of the "Guidelines on Indian Agents of Foreign Suppliers" as annexed.

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.





MAZAGON DOCK SHIPBUILDERS LTD.  
OUTSOURCING DEPARTMENT  
दो बोली बोली ई-निविदा 8000001310

Two Bid web/NIC/Eproc-tender for Placing Parallel Contract (60:40) for Outsourcing of comprehensive work package consisting of plate cutting, Block Construction, outfitting (Hull, Engg & Elec), blasting & priming (Coating / PSPC), loading-unloading, transportation & insurance of materials for the fabricated units outside MDL for 06 Nos ships MPV Ships.

**Standard Tender Document**

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 outlined 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

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 or 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





MAZAGON DOCK SHIPBUILDERS LTD.  
OUTSOURCING DEPARTMENT  
दो बोली बोली ई-निविदा 8000001310

Two Bid web/NIC/Eproc-tender for Placing Parallel Contract (60:40) for Outsourcing of comprehensive work package consisting of plate cutting, Block Construction, outfitting (Hull, Engg & Elec), blasting & priming (Coating / PSPC), loading-unloading, transportation & insurance of materials for the fabricated units outside MDL for 06 Nos ships MPV Ships.

**Standard Tender Document**

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



MAZAGON DOCK SHIPBUILDERS LTD.  
OUTSOURCING DEPARTMENT  
दो बोली बोली ई-निविदा 8000001310

Two Bid web/NIC/Eproc-tender for Placing Parallel Contract (60:40) for Outsourcing of comprehensive work package consisting of plate cutting, Block Construction, outfitting (Hull, Engg & Elec), blasting & priming (Coating / PSPC), loading-unloading, transportation & insurance of materials for the fabricated units outside MDL for 06 Nos ships MPV Ships.

**Standard Tender Document**

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 dependent 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 Bidder/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 bidder, contractors and subcontractors.

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

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



MAZAGON DOCK SHIPBUILDERS LTD.  
OUTSOURCING DEPARTMENT  
दो बोली बोली ई-निविदा 8000001310

Two Bid web/NIC/Eproc-tender for Placing Parallel Contract (60:40) for Outsourcing of comprehensive work package consisting of plate cutting, Block Construction, outfitting (Hull, Engg & Elec), blasting & priming (Coating / PSPC), loading-unloading, transportation & insurance of materials for the fabricated units outside MDL for 06 Nos ships MPV Ships.

**Standard Tender Document**

(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.



MAZAGON DOCK SHIPBUILDERS LTD.  
OUTSOURCING DEPARTMENT  
दो बोली बोली ई-निविदा 8000001310

Two Bid web/NIC/Eproc-tender for Placing Parallel Contract (60:40) for Outsourcing of comprehensive work package consisting of plate cutting, Block Construction, outfitting (Hull, Engg & Elec), blasting & priming (Coating / PSPC), loading-unloading, transportation & insurance of materials for the fabricated units outside MDL for 06 Nos ships MPV Ships.

**Standard Tender Document**

(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 Bidder **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.”



MAZAGON DOCK SHIPBUILDERS LTD.  
OUTSOURCING DEPARTMENT  
दो बोली बोली ई-निविदा 8000001310

Two Bid web/NIC/Eproc-tender for Placing Parallel Contract (60:40) for Outsourcing of comprehensive work package consisting of plate cutting, Block Construction, outfitting (Hull, Engg & Elec), blasting & priming (Coating / PSPC), loading-unloading, transportation & insurance of materials for the fabricated units outside MDL for 06 Nos ships MPV Ships.

**Standard Tender Document**

For & on behalf of

MAZAGON DOCKSHIPBUILDERS LIMITED  
Bidder/Contractor

(Office Seal)

Place\_\_\_\_\_

Date\_\_\_\_\_

For & on behalf of

(Office Seal)

Witness 1:

(Name & Address)

\_\_\_\_\_  
\_\_\_\_\_

Witness 2:

(Name & Address)

\_\_\_\_\_  
\_\_\_\_\_

**Annexure-I**

**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:



MAZAGON DOCK SHIPBUILDERS LTD.  
OUTSOURCING DEPARTMENT  
दो बोली बोली ई-निविदा 8000001310

Two Bid web/NIC/Eproc-tender for Placing Parallel Contract (60:40) for Outsourcing of comprehensive work package consisting of plate cutting, Block Construction, outfitting (Hull, Engg & Elec), blasting & priming (Coating / PSPC), loading-unloading, transportation & insurance of materials for the fabricated units outside MDL for 06 Nos ships MPV Ships.

**Standard Tender Document**

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.





MAZAGON DOCK SHIPBUILDERS LTD.  
OUTSOURCING DEPARTMENT  
दो बोली बोली ई-निविदा 8000001310

Two Bid web/NIC/Eproc-tender for Placing Parallel Contract (60:40) for Outsourcing of comprehensive work package consisting of plate cutting, Block Construction, outfitting (Hull, Engg & Elec), blasting & priming (Coating / PSPC), loading-unloading, transportation & insurance of materials for the fabricated units outside MDL for 06 Nos ships MPV Ships.

**Standard Tender Document**

**Annexure-II**

**GUIDELINES ON BANNING OF BUSINESS DEALINGS**

**CONTENTS**

<b>Sr.</b>	<b>Description</b>	<b>Pages</b>
<b>1.</b>	<b>Introduction</b>	<b>2</b>
<b>2.</b>	<b>Scope</b>	<b>2</b>
<b>3.</b>	<b>Definitions</b>	<b>2 - 3</b>
<b>4.</b>	<b>Initiation of Banning / Suspension</b>	<b>3</b>
<b>5.</b>	<b>Suspension of Business Dealings</b>	<b>3 - 4</b>
<b>6.</b>	<b>Ground on which Banning of Business Dealing can be initiated</b>	<b>4 - 5</b>
<b>7.</b>	<b>Banning of Business Dealings</b>	<b>5 - 6</b>
<b>8.</b>	<b>Removal from List of Approved Agencies-Suppliers/ Contractors etc.</b>	<b>6</b>
<b>9.</b>	<b>Procedure for issuing Show-cause Notice</b>	<b>6</b>
<b>10.</b>	<b>Appeal against the Decision of the Competent Authority</b>	<b>7</b>
<b>11.</b>	<b>Review of the Decision by the Competent Authority</b>	<b>7</b>
<b>12.</b>	<b>Circulation of the names of Agencies with whom Business Dealings have been banned</b>	<b>7</b>

**1. 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.

	<p style="text-align: center;">MAZAGON DOCK SHIPBUILDERS LTD. OUTSOURCING DEPARTMENT दो बोली बोली ई-निविदा 8000001310</p> <p>Two Bid web/NIC/Eproc-tender for Placing Parallel Contract (60:40) for Outsourcing of comprehensive work package consisting of plate cutting, Block Construction, outfitting (Hull, Engg &amp; Elec), blasting &amp; priming (Coating / PSPC), loading-unloading, transportation &amp; insurance of materials for the fabricated units outside MDL for 06 Nos ships MPV Ships.</p> <p style="text-align: center;"><b>Standard Tender Document</b></p>
---	--

## 2. 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.

## 3. 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'.



MAZAGON DOCK SHIPBUILDERS LTD.  
OUTSOURCING DEPARTMENT  
दो बोली बोली ई-निविदा 8000001310

Two Bid web/NIC/Eproc-tender for Placing Parallel Contract (60:40) for Outsourcing of comprehensive work package consisting of plate cutting, Block Construction, outfitting (Hull, Engg & Elec), blasting & priming (Coating / PSPC), loading-unloading, transportation & insurance of materials for the fabricated units outside MDL for 06 Nos ships MPV Ships.

**Standard Tender Document**

- 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.
- 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.



MAZAGON DOCK SHIPBUILDERS LTD.  
OUTSOURCING DEPARTMENT  
दो बोली बोली ई-निविदा 8000001310

Two Bid web/NIC/Eproc-tender for Placing Parallel Contract (60:40) for Outsourcing of comprehensive work package consisting of plate cutting, Block Construction, outfitting (Hull, Engg & Elec), blasting & priming (Coating / PSPC), loading-unloading, transportation & insurance of materials for the fabricated units outside MDL for 06 Nos ships MPV Ships.

**Standard Tender Document**

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;

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;



MAZAGON DOCK SHIPBUILDERS LTD.  
OUTSOURCING DEPARTMENT  
दो बोली बोली ई-निविदा 8000001310

Two Bid web/NIC/Eproc-tender for Placing Parallel Contract (60:40) for Outsourcing of comprehensive work package consisting of plate cutting, Block Construction, outfitting (Hull, Engg & Elec), blasting & priming (Coating / PSPC), loading-unloading, transportation & insurance of materials for the fabricated units outside MDL for 06 Nos ships MPV Ships.

**Standard Tender Document**

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.



MAZAGON DOCK SHIPBUILDERS LTD.  
OUTSOURCING DEPARTMENT  
दो बोली बोली ई-निविदा 8000001310

Two Bid web/NIC/Eproc-tender for Placing Parallel Contract (60:40) for Outsourcing of comprehensive work package consisting of plate cutting, Block Construction, outfitting (Hull, Engg & Elec), blasting & priming (Coating / PSPC), loading-unloading, transportation & insurance of materials for the fabricated units outside MDL for 06 Nos ships MPV Ships.

**Standard Tender Document**

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.





MAZAGON DOCK SHIPBUILDERS LTD.  
OUTSOURCING DEPARTMENT  
दो बोली बोली ई-निविदा 8000001310

Two Bid web/NIC/Eproc-tender for Placing Parallel Contract (60:40) for Outsourcing of comprehensive work package consisting of plate cutting, Block Construction, outfitting (Hull, Engg & Elec), blasting & priming (Coating / PSPC), loading-unloading, transportation & insurance of materials for the fabricated units outside MDL for 06 Nos ships MPV Ships.

**Standard Tender Document**

[Annexure – Q](#)

**DECLARATION BY BIDDER REGARDING CONFLICT OF INTEREST AMONG BIDDERS**

Tender No.:.....

Dated:.....

- i. I have read the relevant tender clause for. "CONFLICT OF INTEREST AMONG BIDDERS"; I certify that our Firm M/s.....is not having any conflict of interest with any bidder/agent participating in this bidding process.

I hereby certify that our Firm M/s.....fulfils all requirements in this regard and is eligible to be considered for subject tender.

COMPANY'S NAME & ADDRESS:

\_\_\_\_\_

SIGNATURE:

DATE:

\_\_\_\_\_

NAME:

DESIGNATION:

\_\_\_\_\_

BIDDER'S COMPANY SEAL:



**SCOPE OF WORK FOR**  
**OUTSOURCING OF**  
**INITIAL B&P, PLATE CUTTING, FABRICATION**  
**AND OUTFITTING ACTIVITIES**  
**OF MPV SHIPS**

DOC NO.: MPV/SOW/UNIT-BLOCK OUTSOURCING/LTE/R01 DT 19.05.25



## **MAZAGON DOCK SHIPBUILDERS LIMITED**

### **1.Introduction:**




Mazagon Dock Shipbuilders Limited (MDL) has received contract for delivery of six (06) nos of 7,500DWT multi-purpose hybrid powered vessel to M/s Navi Merchants A/S, Denmark. MDL intends to outsource the blasting & priming, hull fabrication/erection, and outfitting activities. The outsourced shipyard will be referred as contractor / vendoir in this Scope of Work (SoW). The construction of vessels being built shall be under survey and in accordance with rules of Det Norske Veritas (DNV), (hereinafter called the Classification Society). Ship profile view is attached at Enclosure-1. Overall hull dimensions of the vessel are as follows:

Length overall:	abt. 116.20 m
Length between perpendiculars:	113.60 m
Breadth moulded:	17.50 m
Depth moulded:	9.80 m
Scantling draft moulded:	6.50 m
Deadweight at scantling draft:	min 7,500 t
Summer load line draft:	6.50 m
Cargo hold capacity:	min 11,000 m3

### **2.Scope of Work:**

The scope of work includes following work which shall be executed at contractor's premises using their facility:

- a) Receipt of FIM and transportation to contractor premises including loading / unloading
- b) Blasting and Priming of steel plates, profiles, bulb bars etc.
- c) Plate Cutting
- d) Fabrication of Units
- e) Outfitting activities (fabrication, installation, testing)
- f) Transportation / Delivery of Units / blocks to MDL



**3. Documents to be submitted for technical assessment:**

**3.1. Documents required to be submitted by the firm:**

- (i) The contractor shall furnish specific information of work done and documentary evidence on satisfactory completion of work, along with copies of work orders /list of skilled workforce, qualified welders to support firm's experience.
- (ii) The contractor shall submit valid proof of facilities available at their premises.
- (iii) Contractor should have or agree to get DNV approval for the premises, in which MPV contract work will be executed, within 1 month of order placement.

**4. Work description:**

**(a) Blasting and Priming:**

Contractor shall carry out blasting and priming of steel plates / profiles / bulb bars as per paint scheme. Steel plates / profiles / bulb bars, paints, primers, thinner will be supplied by MDL free of cost. Contractor shall collect Steel plates / profiles, bulb bars, paints, primers, thinner from MDL store and transport it to his premises. Contractor has to arrange transportation for the same. Payment will be done as described in para 4 (f). Area of blasting and priming is mentioned in Enclosure 8.

**(b) Plate Cutting:**

Contractor shall carry out the plate cutting activities in his premises with reference to nesting plan and drawings provided by the MDL. Material will be provided by MDL. Contractor shall collect the material from MDL and return the balance material to MDL progressively. Contractor has to arrange transportation for the same. Payment will be done as described in para 4 (f). Plate cutting quantity is mentioned in Enclosure 8.

**(c) Fabrication of units / sections / blocks:**

Hull unit fabrication includes edge preparation, forming, Panel welding, Sub assembly fabrication and its union to make Hull unit as specified in MDL drawings followed by welding inspections (visual, UT, RT, NDT), Dry survey, Dimensional checks to ensure accuracy and quality as per classification society rules and approved QAP. Contractor shall fabricate units as per individual unit drawings or shall fabricate blocks with combination of units as

*AFAB*  
*Ram*



## **MAZAGON DOCK SHIPBUILDERS LIMITED**

per MDL requirement. Contractor shall fabricate and erect skids on which the fabrication of units will be carried out. The drawings for fabrication of skids for individual unit will be provided by MDL. Contractor shall prepare skid drawing for block fabrication referring individual unit drawings and respective skid drawings. Material for fabrication and erection of skid will be in contractor's scope. Performance Standards for Protective Coatings (PSPC) requirement as per paint scheme to be strictly followed by contractor. All penetrations must be installed during the fabrication and assembly of sections and offered for inspection as per approved QAP. Lifting Lug drawings and Lifting arrangement drawings for all units / blocks will be provided by MDL. Any re-work arising due to faulty workmanship must be done by the contractor free of cost and be offered again for inspection. Temporary Stiffeners / supports to be cut to suit at site by the contractor. All hot work activities to be completed by contractor before offering inspection of unit to the inspection agency. Material for hot work will be provided by MDL. The fabrication shall be deemed complete only after successful completion of survey as per QAP. No separate payment will be done for skid fabrication and erection. Payment will be done as described in para 4 (f). Quantum of work for fabrication of units / sections / blocks is mentioned in Enclosure 8.

(d) Outfitting activities:

Outfitting activities are to be carried out by contractor as per Hull/Engg/Elect fabrication and installation drawings. Drawings, material for fabrication of items and pre-fabricated outfitting items will be provided by MDL to contractor as Free Issue Material (FIM). Contractor has to fabricate items like various supports for pipe, cables trays etc. to suit at site. Contractor shall install the items considering PSPC requirement and blasting and painting. All hot work activities shall be completed by contractor during fabrication stage to avoid rework after blasting and painting work. Any rework, other than, due to revised drawing, will be attributed to contractor and no payment will be done for the same. Rework due to revised drawing will be paid at 120% of actual rate. Outfitting activities includes fabrication of outfitting items like minor seats, supports etc to suit at site and installation of pipes, trunking, seats, brackets, supports, structures, ladders, cable glands, cable slots, deck/bulkhead fittings, comings, etc. Drawing for fabrication of items will be supplied by MDL. Contractor shall carry out outfitting activities as per standard ship building practices.

*Ramul*

*APCH*  
*m*



## **MAZAGON DOCK SHIPBUILDERS LIMITED**

para 4 (f). List of outfitting items which will be fabricated and installed by contractor and list of outfitting items which will be supplied by MDL and installed by contractor is attached in Enclosure 9.

(e) Transportation of units/sections/blocks:

The units/sections/blocks after completion of outfitting activities to be transported by contractor to MDL slipways. All transportation arrangement and approvals from relevant authorities is contractor's scope. Any temporary material required for lashing/ securing for the safe transport of the finished material for delivery at MDL is in the scope of the contractor and this material will NOT be provided by MDL.

(f) Payment of activities:

- i. Payment will be done as per tonnage of fabricated unit / sections / blocks after successful completion of following activities corresponding to that unit /sections / blocks:
  - Blasting & priming
  - Plate cutting
  - Fabrication of Units / sections / blocks (with all hot work activities completion before blasting and painting)
- ii. No separate payment will be given for blasting & priming, plate cutting, Fabrication of units / sections / blocks
- iii. No separate payment will be given for skid preparation for sections / blocks, skid material, fabrication and installation of skids.
- iv. Payment will be done for fabrication and installation outfitting items as per design tonnage mentioned on drawings.
- v. Payment will be done for installation of pre-fabricated outfitting items / FIM as per design tonnage mentioned on the drawings.
- vi. Payment for piping installation and testing will be done as per inch.meter where pipe diameter is in inch and pipe length is in meter.
- vii. Payment will be done strictly for the line items mentioned in rate sheet / PR.

*Handwritten signatures and initials in blue ink.*





**5. Sequence of work flow:**

- 5.1. Receipt of drawings, documents, standards, plan, schedules from MDL. Drawings are available in MPV-Planning department; contractor may visit for the same.
- 5.2. Submission of QAPs for approval
- 5.3. Collection and transportation of material from MDL to contractor's premises
- 5.4. Blasting and priming of steel plates / bulb bars etc
- 5.5. Plate cutting activities as per nesting plan
- 5.6. Fabrication of units as per drawings and inspection as per approved QAP
- 5.7. Hot work completion of outfitting activities at fabrication stage including surface and edge preparations as per PSPC requirement and inspection as per approved QAP
- 5.8. Fabrication and / or installation & testing of outfitting items as per drawings
- 5.9. Transportation of finished goods, balance material which is provided by MDL
- 5.10. Returning of drawings, documents, standards against NDA
- 5.11. Contractor shall declare his capacity to carry out activities mentioned above in tons by signing Capacity Declaration Form as per Enclosure 10.

**6. General instruction:**

- 6.1. Contractor shall take necessary DNV Class approvals for his premises, facilities, procedures, manpower, services wherever applicable from classification society / relevant authorities for execution of work.
- 6.2. Contractor shall sign and submit Non-Disclosure Agreement (NDA) regarding drawings issued to him by MDL. Contractor must return all drawings after work completion.
- 6.3. The contractor shall ensure that sufficient number of welders are qualified by class (DNV) for executing the job as per MDL WPS. The welder qualification test is to be carried out in presence of relevant Class (DNV) at the cost of the contractor. The facilities, tools & accessories and personal PPE for the welding test shall be in the scope of the contractor.
- 6.4. Precaution is to be taken by the contractor to ensure the weld preparations are correctly profiled. After edges of the material have been prepared for welding, they are to be carefully examined for flaws, cracks laminations, etc. or other defects. Edge preparation with manual gas cutting is not allowed. Edge preparation for welding to



## **MAZAGON DOCK SHIPBUILDERS LIMITED**

be done by the contractor as per the welding details document and drawings issued by MDL.

- 6.5. Contractor shall carry out stress relieving wherever required as per standard Structural standards (SSD). If buckling of plates are observed and not meeting SSD, the same will have to be corrected by the contractor free of cost.
- 6.6. All shaping and forming of stiffeners and sections are to be undertaken by the contractor. Limber holes on all bottom and shell longitudinal and scallops on other structural members will be under the scope of contractor. All cut outs for scallops, notches, limber holes etc wherever specified in the drawings are to be undertaken by the contractor. Final Deck/Bulkhead openings shall be cut by the contractor for doors of all types, hatches, windows, manholes and scuttles etc. However, MDL/Class/Owner representative's approval shall be obtained by the contractor prior to cutting of any opening in the Deck/Bulkhead/Shell if the opening was not indicated in nesting plan.
- 6.7. CNC cuts would generally cover majority of the cut components. However, Notches, scallops, brackets and collar pieces etc which are part of the drawing but are not provided in the CNC cut are also to be cut by the contractor.
- 6.8. The locking of sections/blocks to skid shall be carried out with the help of U Clamps and wedges only. Direct locking is not allowed. U Clamps and Wedges in sufficient quantity will be under the contractor scope. Any drilling/machining required for this shall be in the scope of the contractor. Tie plates, collar plates or any missing / additional requirement as per drawing or as per inspection observations from yard/QA/inspector to be fitted by the contractor during fabrication / erection job.
- 6.9. The required scaffolding/ladders for the safe inspection shall be arranged by the contractor. All machines, instruments, accessories and consumables required for carrying out cutting, forming, fabrication, welding and testing shall be in the scope of contractor.
- 6.10. All work incidentals to achieve the quality requirements during fabrication as per standards is in the scope of contractor. Further, the contractor should be well versed with standards and shall deliver quality product within scheduled time duration.



## **MAZAGON DOCK SHIPBUILDERS LIMITED**

- 6.11. During fabrication stage contractor shall carry out edge preparation of radius - 2mm-4mm as applicable for all edges, by grinding/polishing. This is very important step as per PSPC requirement before commencement of blasting and painting.
- 6.12. The contractor must carry out surface preparation for RT, UT or DPT as applicable. Dry survey of compartments, tanks, side shell, exposed deck to be carried out by the contractor as per QAP/ Testing plan. Water hose tests (WHT) /water pressure test (WPT)/air hose test (AHT)/Air pressure test (APT) and other leak avoidance tests as required for shell, bulkheads, compartments and Tanks will be under the scope of the contractor.
- 6.13. In case of rejection due to faulty workmanship of contractor, cost of material plus overhead charges will be recovered from the contractor as per the costing done by MDL. If any material issued by MDL to the contractor is 'damaged / lost' and is not usable, the cost of the material plus overhead charges will be recovered from contractor as per the costing done by MDL. Further, any damage to the units/blocks noticed during transportation or receipt at MDL, contractor shall repair/rectify the same at MDL premises without any additional cost. In case of non-adherence to this, overhead charges along with material cost will be recovered from the contractor as per the costing done by MDL. PE-P will intimate OTS for cost to be recovered from vendor.
- 6.14. During the contractual period if the contractor is unable to meet production targets required by MDL and/or quality of work is substandard, MDL reserves the right to cancel the contract (fully / partially) without any financial implications to MDL. Contractor shall keep MDL informed regarding the progress of work throughout the entire contact period. Contractor shall submit fortnightly progress report to MDL Any amendments in the drawings/ details identified and conveyed to the subcontractor prior to final fitment will not be treated as modification/ rework except for plate cutting.
- 6.15. Contractor shall carry out touch-up painting on all weldments and exposed areas of sections/blocks by specified primers prior to the delivery as per approved painting scheme with specific primer supplied by MDL. The primer and thinner will supplied by MDL free of cost. The requirement for paints has to be intimated to MDL within 15 days prior to commencement of work. The area that is to be painted needs to be wire brushed properly before painting. Weight of sections/blocks to be painted on



## MAZAGON DOCK SHIPBUILDERS LIMITED

sections/blocks and certification to be witnessed by MDL. Weighing of the sections/blocks along with necessary manpower is in contractor's scope.

- 6.16. All drawings / documents required for fabrication of units shall be issued by MDL against Non-Disclosure agreement as per the format enclosed to the tender. The drawings and other pertinent documents supplied to the sub-contractor should be returned to MDL, once job is completed. No print or copy of drawings should be taken without the prior concurrence of MDL.
- 6.17. The contractor should maintain proper accounting of left over material / scrap. On completion / execution of the contract a reconciliation statement detailing quantity of material issued, used and returned after fabrication will have to be submitted to MDL. Format of the reconciliation statement is enclosed to the tender. Contractor shall return the scrap to MDL in bulk / lumpsum loaded on vehicle. Vehicle weight with scrap will be noted at the time of unloading and weight of empty truck will be noted after unloading of scrap at MDL. Difference will be considered as bulk/ lumpsum weight of scrap. Contractor has to make all necessary transport arrangement for the same at his own cost.
- 6.18. For steel material reconciliation following to be considered:
- a. A = total material issued to contractor
  - b. B = burning losses = 3% max
  - c. C = BRTS (Balance return to store) as per nesting plan
  - d. D = Consumed weight / weight of unit / blocks
  - e. E = scrap = 10% max
  - f. Scrap can be calculated as  $E = A - (B + C + D)$
- 6.19. Scrap Measurement methodology:
- a. Contractor shall Weigh scrap at his premises and load it on the vehicle.
  - b. Contractor shall intimate the details of vehicle and scrap along with lumpsum weight loaded on that particular vehicle to the MDL planning through written communication in advance.
  - c. Contractor shall weight vehicle along with scrap on weighing platform in MDL premises or nearest location of MDL premises in presence of MDL planning representative. Weighing of scrap and vehicle outside MDL premises shall be at contractors cost.

AP/ab



## **MAZAGON DOCK SHIPBUILDERS LIMITED**

- d. MDL and contractor representatives shall note it on paper and sign on it for record.
  - e. Then scrap from vehicle will be unloaded in MDL premises.
  - f. After that weighing of same vehicle without scrap shall be noted and sign by MDL and Contractor representatives.
  - g. Difference in weight recorded of vehicle with scrap and without scrap by MDL and contractor representatives will be considered as lumsum scrap received at MDL.
- 6.20. The construction standards and dimensional tolerances for construction are specified in the Standards for construction. Any rectification work which arises due to inspection checks by MDL QC or during class survey are also part of the scope of work of the contractor and are to be under taken by the contractor.
- 6.21. The completion of any activity will be considered complete only after the successful completion of the survey by MDL QC and classification society.
- 6.22. Any revisions / additional requirements shall also be carried out by the contractor as per MDL issued drawings. Material for such revisions / modifications / additions shall also be supplied by MDL.
- 6.23. Hindrances to work progress, if any, are required to be reported in a Hindrance Register by the contractor; acknowledgement of dealing executive must be obtained in the register. Hindrance register shall be maintained by respective dealing executives. Format for Hindrance Registrar is attached in enclosure 3.
- 6.24. Liquidated Damage as per MDL PO terms will be applicable for the delay in supply/delivery.

### **7. Inspection, Testing, QA & QC:**

- 7.1. The complete work has to be carried out under the survey of ship classification society / owner / MDL as applicable as per the QAP. Reps of respective agencies for inspection purposes will be as follows:

Classification Society	: DNV / Paint OEM
Owner	: M/s Navi Merchants A/S, Denmark
MDL	: MDL QC Team

*Handwritten signatures and initials in blue ink.*








## **MAZAGON DOCK SHIPBUILDERS LIMITED**

- 7.2. Contractor shall ensure various pre requisite to ensure quality such as qualification of WPS, use of calibrated welding machines and ovens, use of welding consumables approved by classification society, material / welder traceability, facility inspection and clearance by classification society.
- 7.3. For all tests and inspections of every activity, separate / combined QAP, as applicable, shall be submitted by contractor on his letter head for approval by MDL/Owner/Classification Society. All tests and inspections shall be carried out as per the approved quality assurance plan by MDL. Testing and inspection instruments or facilities to be arranged by contractor at his own cost.
- 7.4. All works shall strictly comply to weight control and approved MDL drawings.

### **8.Services / Facilities provided by MDL:**

- 8.1. Nesting plan for plate cutting activity.
- 8.2. Detailed production / fabrication / installation drawings, documents and standards.
- 8.3. Steel plates, profiles, bulb bars, equipment, angles, flat bars for various supports, pre-fabricated outfitting items etc will be provided by MDL (MPV Planning) as free issue material (FIM) free of cost to contractor. Contractor has to submit reconciliation for the same as the end of project.
- 8.4. Welding rods, paints, primers, thinners will be provided by MDL (MPV Planning) as consumables free of cost to contractor. Contractor has to submit reconciliation for the same at the end of project.
- 8.5. Arrangement for inspection by in house QC / OWNER / Classification Society.
- 8.6. QA plan, NDT plan and approved WPS for welder qualification.
- 8.7. MDL will provide the crane / fork lift at MDL premises for loading of material and unloading of reconciled material.
- 8.8. MDL will provide electrodes at 3.5 % for units / subassembly & at 2.5% of block weight for welding considering 10-20% SAW, 50-70% FCAW and 20-30% SMAW.
- 8.9. MDL yard facilities / services at MDL premises will be provided free of cost to contractor.





**9.Services to be provided by Contractor:**

- 9.1. Plate cutting as per nesting plan, Fabrication of units / blocks, Blasting and painting of units/blocks, alignment of units/blocks, outfitting activities.
- 9.2. Performing all tests, inspections, surveys as per approved QAP.
- 9.3. Tools and tackles for plate cutting, fabrication/erection, blasting and painting, outfitting activities.
- 9.4. All consumables other than electrodes to be borne by the contractor at own cost as per the contract. Collection of material from MDL at contractor's cost.
- 9.5. Any surveys like hose test / vacuum test / MPT / UT etc. to be done by the contractor in his premises, and balance if any, which is not attributed to MDL inside MDL after dispatching the units/blocks at their own cost. MDL will facilitate the same in MDL premises with the support of the vendor. Cost at contractor's premises as well as in MDL will be in contractor's scope.
- 9.6. Arrangement for inspection by MDL / classification societies / owner representative's / Paint OEM at vendor premises: Reasonable air-conditioned and fully furnished office space shall be provided by contractor to MDL / Owner / DNV class representatives (10 people). Office space shall have one standalone PC with broadband connection, One (1) colour laser printer and consumables (paper & cartridge) for the tenancy of the contract.
- 9.7. Contractor shall arrange following services / facilities:

Description	Owner Rep	MDL	DNV	Paint OEM
Transport within contractor's premises	Yes	Yes	Yes	Yes
Transport from MDL to Owner Premises	Yes	No	No	No
Accommodation	Yes	No	No	No
Food Arrangement	Yes	Yes	Yes	Yes
Office Space	Yes	Yes	Yes	Yes

Frequency of visit of Owner, MDL, DNV, Paint OEM representatives depends upon inspection call raised by contractor.

*APAD*

*[Signature]*

*Ramande*



## **MAZAGON DOCK SHIPBUILDERS LIMITED**

- 9.8. Transportation of units/blocks, finished items, balance items, balance steel plates / material after plate cutting which are provided by MDL and returning back the reconciled material / items after work completion. The transportation must be arranged by the vendor, meeting all the statutory requirements as applicable on the mode of transport.
- 9.9. Rectification if any due to transportation / class & owner remarks to be attended by the contractor inside MDL at their own cost. Otherwise, the cost for rectification will be deduced from the bill of contractor.
- 9.10. The Crane / forklift facility at MDL can be used for loading the prepared material into the transporter and unloading of reconciled material. Unloading of material will be done by MDL manpower. However, contractor should intimate in advance the arrangement of transporter with all required details. Moreover, the capacity of the truck to be planned based on the weight / dimensions of the plate to be loaded. The Crane / Forklift for unloading the prepared material supplied by MDL and loading of finished product at Contractor facility to be arranged by the Contractor.
- 9.11. Contractor should provide Non-Disclosure Agreement (NDA), Bank Guarantee (BG) / Insurance Surety bond (ISB) of equivalent amount of prepared material (Provided by MDL) to facilitate issuance prepared material to the contractor. BG / ISB shall be returned post-delivery & acceptance of the respective units / sections / blocks of the vessel.

### **10. Facilities to be available at the Contractors premises:**

- 10.1. All required facilities, services, tools, tackles, jigs, fixtures, manpower, to execute the contract at his premises, is in contractor's scope.
- 10.2. Contractor shall have dedicated facilities / workshops with covered roof for plate cutting, blasting and painting, outfitting activities, storage units/blocks at his premises with proper capacity and capabilities to execute the contract as per SoW.
- 10.3. The contractor should have / or arrange sufficient number of skid of sufficient strength to fabricate the side shell unit. The skid should be strongly locked with floor by Welding / anchor bolts. Launch facility as required for transportation of units/blocks through barge shall be catered by the contractor.



## **MAZAGON DOCK SHIPBUILDERS LIMITED**

- 10.4. The contractor should have steel fabrication facility with covered roof. It shall have sufficient number of material handling equipment, tools & tackles, welding machines, oven, forklift / hydra / Crane etc to expedite the work.
- 10.5. The contractor shall have dedicated welding workshop facilities with covered roof. All welding machines (SMAW, MIG, MAG, TIG etc) are to be calibrated, and Submerged Arc Welding and welding using semi/automatic/robotic welding Machine are preferred. The contractor must also have sufficient number of mother ovens and portable ovens for baking electrodes as per requirements.
- 10.6. The contractor shall have dedicated blasting and priming facilities with humidity control to carry out the activities as per painting scheme. The machinery and grids for blasting shall be arranged by contractor.
- 10.7. All machines, instruments, accessories and consumables required for carrying out cutting, forming, fabrication, welding and testing shall be the scope of contractor.
- 10.8. The contractor shall arrange all testing and inspections services as and when required during execution of contract. No separate payment will be done for the same.
- 10.9. The contractor shall ensure deputation of sufficient number of manpower of all trades and grades as per asking rate of every activity.
- 10.10. Note: Responsibility matrix is enclosed at Enclosure- 4

### **11. Quantum of work:**

- 11.1. For Quantum of work refer Enclosure 8 and Enclosure 9.
- 11.2. Unit of measurement is mentioned in PR and PO for each line item.
- 11.3. For piping Unit of measurement considered is inch.meter. Here pipe diameter is considered in inch and pipe length in considered in meter. For eg. Pipe diameter is 40inch and pipe length is 2 meter then quantum of work comes out to be 40inch x 2meter = 80inch.meter.
- 11.4. Unit of measurement for fabrication and installation of items is considered as tonnage.

**12. Method of Awarding Parallel Contract:**

12.1. The Scope of Work is categorized in 07 no. of activities as tabulated below:

Sl. No.	Description of activity
01	Fabrication of units/blocks (upto 40 tons) as per drawing and attached scope of work - Blasting & Priming of Plates, Plate Cutting as per nesting plan, fabrication of units and Hot work completion as per PSPC requirement.
02	Fabrication of units/blocks (Above 40 tons to 75 Tons) as per drawing and attached scope of work - Blasting & Priming of Plates, Plate Cutting as per nesting plan, fabrication of units and Hot work completion as per PSPC requirement.
03	Fabrication of units/blocks (Above 75 tons to 125 Tons) as per drawing and attached scope of work - Blasting & Priming of Plates, Plate Cutting as per nesting plan, fabrication of units and Hot work completion as per PSPC requirement.
04	Hull Outfitting - Fabrication + Installation of hot work related outfitting items
05	Hull outfitting items supplied by MDL and Installed by Contractor
06	Electrical outfitting - Fabrication + Installation of hot work related outfitting items
07	Piping - Installation + testing of Pipes and Piping accessories related

12.2. Refer Enclosure 8 (Quantum of Work) of SoW for following details pertaining to above activities:

- a. Yard numbers
- b. Unit / Sections / Block numbers of each yards
- c. Unit of measurement of each activity
- d. Quantity of each activity

12.3. Please note the following:

- a. Though, SoW is categorized in 07 nos of activities as stated in para 12.1 above, all activities pertaining to one unit/section/block will be awarded to one contractor.
- b. All units/section/block of one ship will be awarded to one contractor.

*AP*

*[Signature]*

*Ramade*



## **MAZAGON DOCK SHIPBUILDERS LIMITED**

12.4. Considering para 12.1, 12.2 and 12.3 above, Parallel order placement is applicable on 60:40 basis by work content.

12.5. Based on para 1, 2 and 3 above, SoW will be awarded as follows:

Contractor	All units as specified in this SoW for Yards	Work Allocation
L1	21001, 21003, 21006	Approx 62.63 %
L2 (matching rates of L1)	21002, 21004, 21005	Approx 37.37 %

### **13. Guarantee:**

The Work carried out shall be free of defects due to poor workmanship. Contractor shall stand guarantee to this effect for a period of 12 months from the date of completion of work certified and accepted by MDL. During this period, if any defect is found and is brought to your notice, Contractor shall rectify the defect immediately at no additional cost to MDL.

### **14. Mobilization period**

The Contractor shall complete the mobilization of his work force / equipment's within 15 days from the date of issue of the Letter of Intent / Work order.

No mobilization advance will be paid by MDL.

### **15. Delivery Schedule and Duration of work completion:**

15.1. Work schedule will be provided by Planning Department not below rank of CM as per priority of vessel/project. The period of work completion shall be indicated in work release note and it shall be within PO time period.

15.2. Work will be released to the contractor by Planning Department along with FIM not below rank of CM. Completion period shall be mutually agreed upon between MDL and contractor.

15.3. The contractor shall undertake the work as per schedule mentioned in the release note.

15.4. Yard wise delivery schedule is tabulated below:

*MDL*  
*Ramande*



## MAZAGON DOCK SHIPBUILDERS LIMITED

Yard No.	Tentative Delivery date of last item	Contractual delivery date of last item
21001	October 2025	D + 4 months
21002	December 2025	D + 6 months
21003	February 2026	D + 8 months
21004	March 2026	D + 9 months
21005	May 2026	D + 11 months
21006	June 2026	D + 12 months
Where, D = date of placement of PO		

### **16. Work Completion Certificate (WCC):**

- 16.1. Payment shall be made on the basis of design weight of the fabricated blocks and outfitting items. For piping payment shall be done in inch.meter.
- 16.2. The work will be certified by inspection authorities (MDL QC / Owner / Paint OEM / DNV class) for quality related aspects as per approved QAP. Contractor shall raise requisition after completion of job and inform the inspection authorities 1 week in advance.
- 16.3. The job completion shall be certified by MDL dealing executive, SM / OIC (Hull) not below rank of CM. Preparation of Work done statement/certificate (WDC) will be contractor's responsibility. Necessary service entry shall be made in SAP by WDC certifying authority (an executive in the rank of Chief Manager or above) based on submitted WDC and will be submitted to the contractor for further invoicing. The WDC shall bear relevant Service Entry Sheet No., PO No., respective item Sr. No, and sub service line item of the PO. The WDC shall be submitted along with copy of inspection reports.
- 16.4. The WDC shall include cumulative statement of jobs carried out till last WDC. The WDC shall clearly mention the scheduled dates for start and EDC /delivery of the jobs (as given to the contractor by MDL) and the actual dates of start and completion.
- 16.5. The contractor has to follow the schedule given strictly in order to maintain the overall progress of Ship. LD shall be applicable in case of delays non-attributable to any convincing reasons.
- 16.6. In case of delays, the duration along with numbers of delayed days shall be specified in respective WDCs to invoke LD Clause and effect recoveries from contractor's invoice.

*APC-57*  
*Ramade*





## **MAZAGON DOCK SHIPBUILDERS LIMITED**

- 16.7. WCC shall be on the basis of actual work carried out and accepted by MDL.
- 16.8. WCC and invoices shall be forwarded for payment based on work completed as per release note. Partial completion shall not be accepted.
- 16.9. WDC and WCC will be issued and certified by MDL SM/OIC(Hull) not below rank of CM.

### **17. Material Reconciliation:**

- 17.1. On completion / execution of contract a reconciliation statement of welding consumables will have to be submitted to MPV Planning. MDL dealing executive shall certify that all material is received back and no recovery on account of material loss is required from contractor. If any charges are to be recovered from the contractor, it must be recorded on final statement.
- 17.2. If any material issued by MDL to the contractor is 'damaged/lost' or is not in usable state, the cost of the material plus overhead charges will be recovered from the contractor. Any rectification work on account of poor workmanship will have to be carried out by the contractor at no extra cost.
- 17.3. Note: Material Reconciliation format is attached at Enclosure 5.

### **18. Working on MDL Holidays:**

Intimation for working on Saturday / Sunday / holidays if required, shall be submitted 02 working days prior to the date of holiday indicating names to Personnel Department and Security through concerned Department.

### **19. Cost of FIM:**

Tentative value of FIM is INR 1,47,432/- per ton approx.

### **20. List of Enclosures:**

- 20.1. Ship profile view – Enclosure 1
- 20.2. Rate sheet and delivery schedule – Enclosure 2
- 20.3. Hindrance Format – Enclosure 3
- 20.4. Responsibility Matrix – Enclosure 4
- 20.5. Reconciliation Statement Format – Enclosure 5

AP/17



## **MAZAGON DOCK SHIPBUILDERS LIMITED**

---

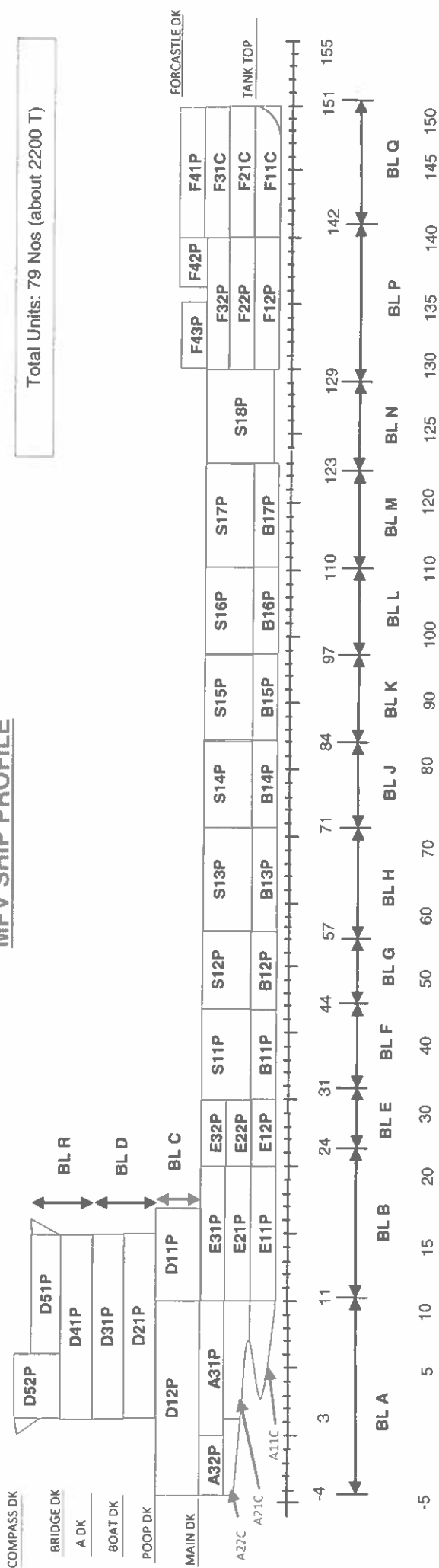
- 20.6. Paint scheme and procedures – Enclosure 6.1 & 6.2
- 20.7. List of Units with corresponding weights – Enclosure 7
- 20.8. Quantum of work – Enclosure 8
- 20.9. List of outfitting items – Enclosure 9
- 20.10. Capacity Declaration Form – Enclosure 10

**Note: All enclosures are integral part of SoW.**

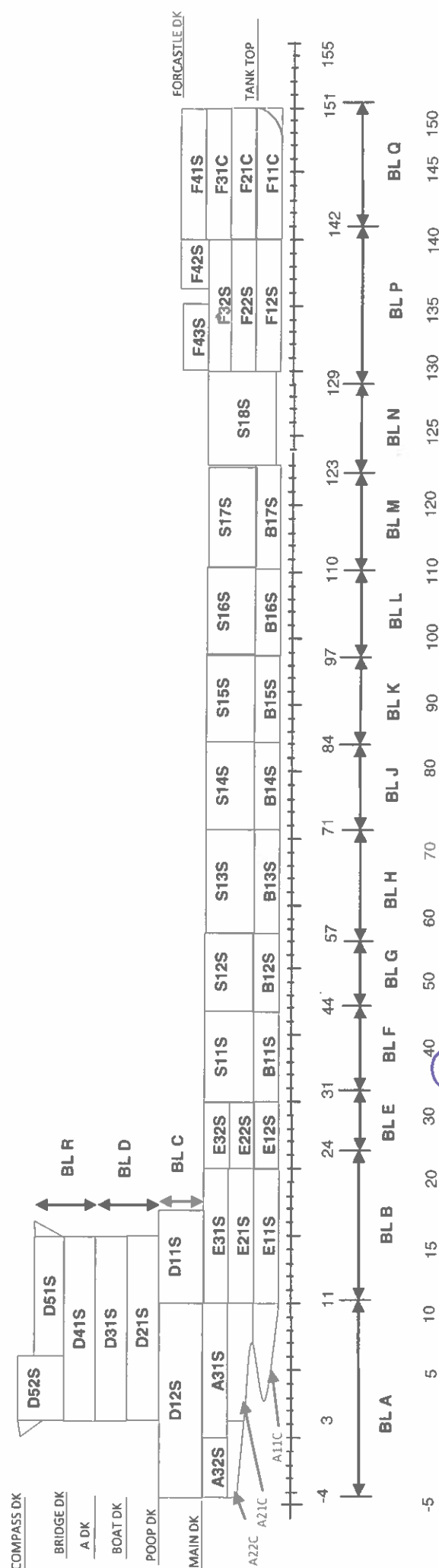
  

## MPV SHIP PROFILE

**Total Units: 79 Nos (about 2200 T)**



## PORT SIDE



**STARBOARD SIDE**

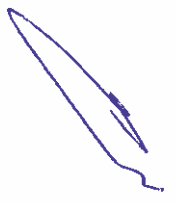
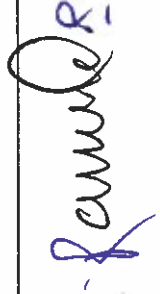
Round 2

25

**MAZAGON DOCK SHIPBUILDER LIMITED****RATE SHEET**

Sl. No.	Description	QTY	Unit of Measurement (UOM)	Tentative Delivery Date	Yard	Unit rate in INR
01	Fabrication of units/blocks (upto 40 tons) as per drawing and attached scope of work - Blasting & Priming of Plates, Plate Cutting as per nesting plan, fabrication of units and Hot work completion as per PSPC requirement.	1029.42	Tons	30.06.2026	Y-21001 Y-21002 Y-21003 Y-21004 Y-21005 Y-21006	
02	Fabrication of units/blocks (Above 40 tons to 75 Tons) as per drawing and attached scope of work - Blasting & Priming of Plates, Plate Cutting as per nesting plan, fabrication of units and Hot work completion as per PSPC requirement.	1624.55	Tons	30.06.2026	Y-21001 Y-21002 Y-21003 Y-21004 Y-21005 Y-21006	
03	Fabrication of units/blocks (Above 75 tons to 125 Tons) as per drawing and attached scope of work - Blasting & Priming of Plates, Plate Cutting as per nesting plan, fabrication of units and Hot work completion as per PSPC requirement.	1191.89	Tons	30.06.2026	Y-21001 Y-21002 Y-21003 Y-21004 Y-21005 Y-21006	
05	Hull outfitting items supplied by MDL and Installed by Contractor	745	Tons	30.06.2026	Y-21001 Y-21002 Y-21003	

Sl. No.	Description	QTY	Unit of Measurement (UOM)	Tentative Delivery Date	Yard	Unit rate in INR
					Y-21004 Y-21005 Y-21006	
06	Electrical outfitting - Fabrication + Installation of hot work related outfitting items	39.2	Tons	30.06.2026	Y-21001 Y-21002 Y-21003 Y-21004 Y-21005 Y-21006	
07	Piping - Installation + testing of Pipes and Piping accessories related	48020	Inch-Meter	30.06.2026	Y-21001 Y-21002 Y-21003 Y-21004 Y-21005 Y-21006	

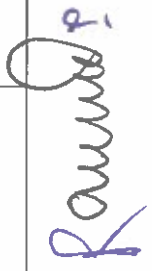


**MAZAGON DOCK SHIPBUILDER LIMITED**

**HINDRANCE REGISTER**

**DESCRIPTION OF OUTSOURCING ACTIVITY:** \_\_\_\_\_

<b>Name of the Supplier / Contractor:</b>	
<b>Name of the Work:</b>	
<b>WI No. &amp; Date</b>	
<b>Date of Start of Work</b>	
<b>Stipulated date of Completion:</b>	
<b>Extended Date of Completion , if applicable:</b>	

SR No.	Nature of Hindrance	Activity of work affected	Date of notification by contractor	Name & Signature		Contractors Representative	Action taken	Date of removal of hindrance	Name & Signature	

*Handwritten signatures and initials:*  
  
  




**RESPONSIBILITY MATRIX**



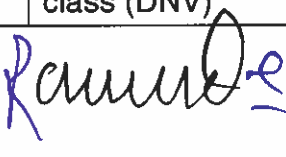
Detailed scope of responsibilities of contractor and MDL is indicated in SoW. The gist of the same is tabulated below:

Sl	Type	Description	Contractor	MDL
1.	Documentation	Submission of Non-disclosure agreement (NDA) post placement of order	✓	
2.	Documentation	Providing Bank Guarantee (BG) / Insurance Surety bond (ISB) of equivalent amount of prepared material (Provided by MDL)	✓	
3.	Documentation	Preparation and submission of reconciliation statement as per the format	✓	
4.	Documentation	Preparation and submission of Work Done Certificate (WDC)	✓	
5.	Documentation	Providing inspection reports to MDL	✓	
6.	Documentation	Returning of drawings, documents, standards against NDA	✓	
7.	Documentation	Mil and MTC certificates for materials in contractor's scope	✓	
8.	Documentation	Providing detailed production / fabrication drawings, documents and applicable standards to the contractor against NDA		✓
9.	Documentation	Providing QA Plan, NDT plan, fabrication and erection schedule, work packages, approved painting scheme and approved WPS for welder qualification to the contractor against NDA		✓
10.	Material Arrangement	Arrangement of consumables other than electrodes	✓	
11.	Material Arrangement	Arrangement of material (other than material provided by MDL) including skid material	✓	
12.	Material Arrangement	Returning of balance material from contractor's premises to MDL	✓	
13.	Material Arrangement	Material for outfitting items (other than material provided by MDL)	✓	
14.	Material Arrangement	Providing steel plates, bulb bars, profiles, prepared materials (cut		✓

APC-167

Ram

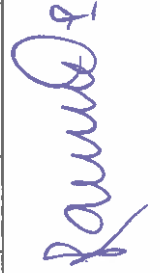
SI	Type	Description	Contractor	MDL
		plates, sections) for the works to the contractor		
15.	Material Arrangement	Providing paints and thinner to the contractor for blasting and painting		✓
16.	Material Arrangement	Providing welding consumables and test coupons to the contractor for welding test		✓
17.	Material Arrangement	Providing electrodes at 2.0 % for subassembly & at 3% of block weight for welding		✓
18.	Services	Plate cutting, Fabrication of units, B&P, Erection of units, outfitting activities as per the scope at Contractor premises	✓	
19.	Services	Issuance of inspection call	✓	
20.	Services	Arrangement of reps from Owner and classification societies (DNV) for inspection	✓	
21.	Services	Arrangement of crane / fork lift at contractor's premises for unloading of reconciled material	✓	
22.	Services	Arrangement of testing and inspection instruments and facilities at contractor's premises	✓	
23.	Services	Arrangement of crane / fork lift at MDL premises for loading of material		✓
24.	Services	Arrangement of MDL reps to contractor premises for inspection		✓
25.	Transportation	Collection of material from various MDL store	✓	
26.	Transportation	Returning of reconciled material from MDL including arrangement of transportation	✓	
27.	Transportation	Transporting finished goods (units/sections/blocks) as per the scope to MDL jetty on door delivery basis	✓	
28.	Welding qualification	Cost of welding qualification test in presence of class (DNV)	✓	
29.	Premises qualification	Cost of premises qualification by class (DNV)	✓	

**MATERIAL RECONCILIATION FORMAT**

DESCRIPTION OF OUTSOURCING ACTIVITY: \_\_\_\_\_  
 Reconciliation Statement of MDL issued Materials to Sub-Contractor/s

Sr. No.	Item Description	Quantities -Kgs./Lts./Mtrs./Sq Mtrs./ Numbers							Certificates enclosed	
		Unit	Estimate	Issued	Consumed	Returned / held in stock	Wastage/ Scrap	Excess consumption	Yes / No	Remarks
1	Steel Materials									
2	Weld Consumables									
3	Paint, Thinners, Varnishes, etc.									
4	Panelling Materials/ Plywood , Timber									
5	Insulation Materials									
6	Perforated/ Galvanised Sheets, etc.									
7	Pipes, Pipefittings.									
8	Cloth									
9	Raw Materials									
10	Hardware Items									



Sr. No.	Item Description	Quantities -Kgs./Lts./Mtrs./Sq Mtrs./ Numbers							Certificates enclosed	
		Unit	Estimate	Issued	Consumed	Returned / held in stock	Wastage/ Scrap	Excess consumption	Yes / No	Remarks
11	Equipment, Items, Instruments, cables, etc.									
12	Paints									
13	Any other items									

Note:

- For the type of subcontract work, format forming enclosure to Tender Documents shall contain only those items which are required to be issued to the Sub –Contractors by MDL and to be accounted for as of 31 st March of relevant Financial Year.
- In the case of Sub-Contracts involving transfer of Intellectual Property rights, a separate “UNDERTAKING” is required to be submitted by the Sub-Contractor Confirming return of all copies of Drawings, Specifications, Documents in Electronic Media / Hard Copies, etc. and to the effect that the Sub-Contractor has not made copies of any of the property issued to him nor retained at his end.

*Handwritten signature and initials in blue ink.*

## Project: MPV - Paint Scheme

Amended MPV technical Specification - MDL.xlsx - 30 Oct 2024 - based on PPG e mail dated 28 10 24 & SEDS e mail dated 29 Oct 24															
SPEC															
ITEM	LOCATION	LEGEND	Approximate Area - m2 (06 SHIP SETS)	GENERIC NAME / TYPE OF PAINT	No: of Coats (**)	D.F.T (micron )	FINAL PAINT COPLOUR	PPG Product	Shade	% VOLUME SOLIDS	TSR	PSR	TOTAL QTY OF PAINT IN LIT	NAME OF THINNER OFFERED	TOTAL QTY OF THINNER IN LIT
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
1	Flat bottom upto bilge keel level	EUW	8820	Anti-abrasive/aluminum pigmented, two component epoxy	1	125	Redbrown	Sigma Prime 700 (RB)	RB	70	5.6	3.92	2250	91-92	338
			8820	Anti-abrasive/aluminum pigmented, two component epoxy	1	125		Sigma Prime 700 (Grey)	Grey	70	5.6	3.92	2250	91-92	338
			8820	Coat of Anti-abrasive/ self-priming, two component epoxy/polyamide adduct harder	1	75		Sigma cover 555 (Black)	Black	56	7.47	5.23	1688	91-92	253
			8820	SPC (self-polished copolymer)	1	100		Sigma Salladance Rx Brown	Brown	54	5.4	3.78	2333	21-06	350
			8820	SPC (self-polished copolymer)	1	100		Sigma Salladance Rx Red Brown	Red Brown	54	5.4	3.78	2333	21-06	350
2	Side Bottom (from bilge keel level to Lower Ice WL 3300)	EUW	4212	Anti-abrasive/aluminum pigmented, two component epoxy	1	125	Redbrown	Sigma Prime 700 (RB)	RB	70	5.6	3.92	1074	91-92	161
			4212	Anti-abrasive/aluminum pigmented, two component epoxy	1	125		Sigma Prime 700 (Grey)	Grey	70	5.6	3.92	1074	91-92	161
			4212	Anti-abrasive/aluminum pigmented, two component epoxy/polyamide adduct harder	1	75		Sigma cover 555 (Black)	Black	56	7.47	5.23	806	91-92	121
			4212	SPC (self-polished copolymer)	1	100		Sigma Salladance Rx Brown	Brown	54	5.4	3.78	1114	21-06	167
			4212	SPC (self-polished copolymer)	1	100		Sigma Salladance Rx Red Brown	Red Brown	54	5.4	3.78	1114	21-06	167
3	Topside (from scantling draft to upper deck/ boot top)	EAW	4830	Anti-abrasive, impact resistant, epoxy/amine adduct harder	1	100	CM green RAL 140 20 10	Sigma Prime 700 (RB)	RB	70	7	4.9	986	91-92	148
			4830	Anti-abrasive, impact resistant, epoxy/amine adduct harder	1	100		Sigma Prime 700 (Grey)	Grey	70	7	4.9	986	91-92	148
			4830	Two component glossy acrylic polyurethane, cured with aliphatic isocyanate	1	50		Sigmadrur 550 (CM green RAL 140 20 10)	CM green RAL 140 20 10	55	11	7.7	627	21-06	94
4	Topside and Bulwark outside (except hatch cover outside)	EAW	1662	Anti-abrasive, impact resistant, epoxy/amine adduct harder	1	100	CM green RAL 140 20 10	Sigma Prime 700 (RB)	RB	70	7	4.9	339	91-92	51
			1662	Anti-abrasive, impact resistant, epoxy/amine adduct harder	1	100		Sigma Prime 700 (Grey)	Grey	70	7	4.9	339	91-92	51
			1662	Two component glossy acrylic polyurethane, cured with aliphatic isocyanate	1	50		Sigmadrur 550 (CM green RAL 140 20 10)	CM green RAL 140 20 10	55	11	7.7	216	21-06	32
5	Ice Belt Region/ Boot Top Area (under water area- 3300 to 6500WL)	EIB	5202	Abrasion resistant glass flake epoxy	1	350	Carrot Orange RAL 050 60 70	Sigma Shield 1200	Shade	100	2.86	2	2601	90-53	390
			5202	Two component glossy acrylic polyurethane, cured with aliphatic isocyanate	1	50		Sigmadrur 550 (Carrot Orange RAL 050 60 70)	Carrot Orange RAL 050 60 70	55	11.00	7.70	676	91-92	101
			1764	Abrasion resistant glass flake epoxy	1	350		Sigma Shield 1200	Shade	100	2.86	2	882	90-53	132

## Project: MPV - Paint Scheme

SPEC										Amended MPV technical Specification - MDL.xlsx - 30 Oct 2024 - based on PPG e mail dated 28 10 24 & SEDS e mail dated 29 Oct 24					
ITEM	LOCATION	LEGEND	Approximate Area - m2 (06 SHIP SETS)	GENERIC NAME / TYPE OF PAINT	No. of Coats (**)	D.F.T (micron )	FINAL PAINT COLOUR	PPG Product	Shade	% SOLIDS	TSR	PSR	TOTAL QTY OF PAINT IN LIT	NAME OF THINNER OFFERED	TOTAL QTY OF THINNER IN LIT
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
6	Area - (6500 to 7700WL)	EIB	1764	Two component glossy acrylic polyurethane, cured with aliphatic isocyanate	1	50	Orange RAL 050 60 70	Sigmatur 550 (Carrot Orange RAL 050 60 70)	Carrot Orange RAL 050 60 70	55	11.00	7.70	229	21-06	34
7	Upper/Poop Deck Hatch Coaming, Bulwark inside	PD	8898	Anti-abrasive, impact resistant, epoxy/amine adduct harder	1	100	CM green RAL 140 20 10	Sigma Prime 700 (RB)	RB	70	7	4.9	1816	91-92	272
			8898	Anti-abrasive, impact resistant, epoxy/amine adduct harder	1	100	CM green RAL 140 20 10	Sigma Prime 700 (Grey)	Grey	70	7	4.9	1816	91-92	272
			8898	Two component glossy acrylic polyurethane, cured with aliphatic isocyanate	1	50	CM green RAL 140 20 10	Sigmatur 550 (CM green RAL 140 20 10)	CM green RAL 140 20 10	55	11	7.7	1156	21-06	173
8	Foundation of deck machinery	FDM	60	Anti-abrasive, impact resistant, epoxy/amine adduct harder	1	100	CM green RAL 140 20 10	Sigma Prime 700 (RB)	RB	70	7	4.9	12	91-92	2
			60	Anti-abrasive, impact resistant, epoxy/amine adduct harder	1	100	CM green RAL 140 20 10	Sigma Prime 700 (Grey)	Grey	70	7	4.9	12	91-92	2
			60	Two component glossy acrylic polyurethane, cured with aliphatic isocyanate	1	50	CM green RAL 140 20 10	Sigmatur 550 (CM green RAL 140 20 10)	CM green RAL 140 20 10	55	11	7.7	8	21-06	1
9	Exposed surface of deck house, ceilings, walls, funnel, masts etc.	ESS	6018	Anti-abrasive/aluminum pigmented, two component epoxy	1	125	Winter white RAL 000 90 00	Sigma Prime 700 (RB)	RB	70	5.6	3.92	1535	91-92	230
			6018	Anti-abrasive/aluminum pigmented, two component epoxy	1	125	Winter white RAL 000 90 00	Sigma Prime 700 (Grey)	Grey	70	5.6	3.92	1535	91-92	230
			6018	Two component glossy acrylic polyurethane, cured with aliphatic isocyanate	1	50	Winter white RAL 000 90 00	Sigmatur 550 (Winter white RAL 000 90 00)	Winter white RAL 000 90 00	55	11	7.7	782	21-06	117
10	Exposed surface funnel	ESS-F	6018	Two component glossy acrylic polyurethane, cured with aliphatic isocyanate	1	50	Winter white RAL 000 90 00	Sigmatur 550 (Winter white RAL 000 90 00)	Winter white RAL 000 90 00	55	11	7.7	782	21-06	117
			1800	Two component glossy acrylic polyurethane, cured with aliphatic isocyanate	1	50	CM Green RAL 140 20 10 with shadow white RAL 0008500 logo	Sigmatur 550 (CM green RAL 140 20 10)	CM green RAL 140 20 10	55	11	7.7	234	21-06	35
			1800	Two component glossy acrylic polyurethane, cured with aliphatic isocyanate	1	50	CM green RAL 140 20 10 with shadow white RAL 0008500 logo	Sigmatur 550 (CM green RAL 140 20 10)	CM green RAL 140 20 10	55	11	7.7	234	21-06	35
11	Exposed decks (in way of superstructure)	ED	1884	Anti-abrasive/aluminum pigmented, two component epoxy	1	125	CM green RAL 140 20 10	Sigma Prime 700 (RB)	RB	70	5.6	3.92	481	91-92	72
			1884	Anti-abrasive/aluminum pigmented, two component epoxy	1	125	CM green RAL 140 20 10	Sigma Prime 700 (Grey)	Grey	70	5.6	3.92	481	91-92	72
			1884	Two component glossy acrylic polyurethane, cured with aliphatic isocyanate	1	50	CM green RAL 140 20 10	Sigmatur 550 (CM green RAL 140 20 10)	CM green RAL 140 20 10	55	11	7.7	245	21-06	37


  
 Ramo



## Project: MPV - Paint Scheme

SPEC										Amended MPV technical Specification - MDL.xlsx - 30 Oct 2024 - based on PPG e mail dated 28 10 24 & SEDS e mail dated 29 Oct 24					
ITEM	LOCATION	LEGEND	Approximate Area - m2 (06 SHIP SETS)	GENERIC NAME / TYPE OF PAINT	No. of Coats (**)	D.F.T (micron)	FINAL PAINT COLOUR	PPG Product	Shade	% VOLUME SOLIDS	TSR	PSR	TOTAL QTY OF PAINT IN LIT	NAME OF THINNER OFFERED	TOTAL QTY OF THINNER IN LIT
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
12	Decks in Cargo holds, bilge wells in cargo holds	CH	18924	Self-priming, two component pure epoxy which cures to an abrasion, impact and corrosion resistant	1	125	Light grey (RAL 7035)	Sigma cover 350 (Red Brown)	Red Brown	72	5.76	4.032	4693	91-92	704
			18924	Self-priming, two component pure epoxy which cures to an abrasion, impact and corrosion resistant	1	125		Sigma cover 350 (Grey)	Grey	72	5.76	4.032	4693	91-92	704
			18924	Two component glossy acrylic polyurethane, cured with aliphatic isocyanate Anti-abrasive/aluminum	1	50		Sigmadur 550 (Light grey (RAL 7035))	Light grey (RAL 7035)	55	11	7.7	2458	21-06	369
13	CH Hatch covers underneath surface/grain bulkhead panels	CHC-I	20232	Pigmented, two component epoxy/inside of hatch cover/grain bulkhead panels to be stripe coated 2 times	1	125	Grey	Sigma cover 350 (Red Brown)	Red Brown	72	5.76	4.032	5018	91-92	753
			20232	Pigmented, two component epoxy/inside of hatch cover/grain bulkhead panels to be stripe coated 2 times	1	125		Sigma cover 350 (Grey RAL 7035)	Grey RAL 7035	72	5.76	4.032	5018	91-92	753
			9480	Two component, solvent-borne, self-curing, inorganic zinc rich silicate, anti-abrasive	1	75		Sigma Zinc 158 (Grey)	Grey	65	8.67	6.07	1563	90-93	234
14	CH Hatch covers exposed surface	CHC-E	9480	Anti-abrasive/self-priming, two component epoxy/polyamide adduct harder	1	125	CM green RAL 140 20 10	Sigma cover 350 (Grey)	Grey	72	5.76	4.03	2351	91-92	353
			9480	Two component glossy acrylic polyurethane, cured with aliphatic isocyanate	1	50		Sigmadur 550 (CM green RAL 140 20 10)	CM green RAL 140 20 10	55	11	7.7	1231	21-06	185
			22998	Urethane-modified alkyd	1	40		Signarine 24 (Grey)	White RAL 9010	56	14	9.8	2347	20-05	352
15	Accommodation - Interior steel behind linings & insulation	AIS	22998	Urethane-modified alkyd	1	40	White	Signarine 48 (White RAL 9010)	White RAL 9010	56	14	9.8	2347	20-05	352
			11622	Urethane-modified alkyd primer	1	40		Signarine 24 (Grey)	Grey	56	14	9.8	1186	20-05	178
			11622	Glossy alkyd enamel, weather resistant, flexible	1	40		Signarine 48 (White RAL 9010)	White RAL 9010	48	12	8.4	1384	20-05	208
16	Unlined interior steel/Decks in way of accommodation, stores, etc)	AIS-B	2400	Urethane-modified alkyd primer	1	40	bulkheads white RAL 9010	Signarine 24 (Grey)	Grey RAL	56	14	9.8	245	20-05	37

Ranade

Ranade

## Project: MPV - Paint Scheme

SPEC										Amended MPV technical Specification - MDL.xlsx - 30 Oct 2024 - based on PPG e mail dated 28 10 24 & SEDS e mail dated 29 Oct 24					
ITEM	LOCATION	LEGEND	Approximate Area - m <sup>2</sup> (06 SHIP SETS)	GENERIC NAME / TYPE OF PAINT	No. of Coats (")	D.F.T (micron )	FINAL PAINT COLOUR	PPG Product	Shade	% SOLIDS	TSR	PSR	TOTAL QTY OF PAINT IN LIT	NAME OF THINNER OFFERED	TOTAL QTY OF THINNER IN LIT
1	2 way of accommodation, stores, etc) - top coat	3	4	5	6	7	8	9	10	11	12	13	14	15	16
17	Stores, etc) - top coat	AIS-D	2400	Glossy alkyd enamel, weather resistant, flexible	1	40	Decks light grey RAL 7035,	Sigmarine 48 (Grey RAL 7035)	Grey RAL 7035	48	12	8.4	286	20-05	43
18	Decks/Bhds. Of Engine room unlined steel, workshop, store, escape, etc. For Bulkheads	ERB	16764	Alkyd primer	1	60	bulkheads white RAL 9010	Sigmarine 24 (Grey)	Grey	56	9.3	6.5	2566	20-05	385
19	Decks Of Engine room unlined steel, workshop, store, escape, etc - top coat For Decks	ERD	2400	Alkyd topcoat	1	60	Decks light grey RAL 7035,	Sigmarine 48 (Grey RAL 7035)	Grey RAL 7035	48	8	5.6	2994	20-05	449
20	Engine room floor plates	ERF	1002	Alkyd primer	1	60	Light grey (RAL 7035)	Sigmarine 24 (Grey)	Grey	56	9	7	153	20-05	23
21	Engine room cofferdams, void spaces and drain sumps	VS	13128	Two-component universal epoxy paint	1	125	Grey	Sigma Prime 700 (RB)	Red Brown	70	5.6	3.92	3349	91-92	502
22	Ballast tanks	BT	69546	Two-component universal epoxy paint	1	160	Grey	Sigma Prime 700 (RB)	Red Brown	70	4.375	3.0625	22709	91-92	3406
23	Fresh & Drinking water tanks	FW	870	Polyamine adduct cured epoxy paint	1	200	White	Sigma Guard CSF 585 (Blue)	Blue	100	5	3.5	249	90-83	37
24	Sludge/Sewage tank	ST	432	Two-component, amine adduct cured phenolic epoxy	1	125	Grey	Sigma Guard 720 (White)	White	78	6.24	4.368	99	91-92	15
25	Blige tank/well	BWT	426	Two-component universal epoxy paint	1	150	Grey	Sigma Guard 720 (Grey)	Grey	78	6.24	4.368	99	91-92	15
	Miscellaneous Void spaces, pipe		23424	Two-component universal epoxy paint	1	150	Grey	Sigma cover 380 (Green)	Green	80	5.33	3.73	114	91-92	17
								Sigma cover 380 (Grey)	Grey	80	5.33	3.73	114	91-92	17
								Sigma cover 380 (Green)	Green	80	5.33	3.73	6274	91-92	941

## Project: MPV - Paint Scheme

Amended MPV technical Specification - MDL.xlsx - 30 Oct 2024 - based on PPG e mail dated 28 10 24 & SEDS e mail dated 29 Oct 24															
SPEC															
ITEM	LOCATION	LEGEND	Approximate Area - m2 (06 SHIP SETS)	GENERIC NAME / TYPE OF PAINT	No: of Coats (**)	D.F.T (micron )	FINAL PAINT COLOUR	PPG Product	Shade	% VOLUME SOLIDS	TSR	PSR	TOTAL QTY OF PAINT IN LIT	NAME OF THINNER OFFERED	TOTAL QTY OF THINNER IN LIT
1	2 ducts,	3	4	5	6	7	8								
26	cofferdams, ventilation ducts, ventilation heads	M	23424	Two-component universal epoxy paint	1	150	Grey	Sigma cover 380 (Grey)	Grey	80	5.33	3.73	6274	91-92	941
27	Anchor chain locker	AC	510	Two-component universal epoxy paint	1	125	Red brown	Sigma cover 380 (Green)	Green	80	6.4	4.48	114	91-92	17
			510	Two-component universal epoxy paint	1	125		Sigma cover 350 (Red Brown )	Red Brown	72	5.76	4.032	126	91-92	19
28	Marking Paints Above water area		168	Two component glossy acrylic polyurethane, cured with aliphatic isocyanate	1	50	Shadow White RAL 000 85 00	Sigmadur 550 (White RAL 000 85 00)	White RAL 000 85 00	55	11	7.7	22	21-06	3
29	Marking Paints Under water area		216	Enamel top coat	1	35	White RAL 9010	Sigmafine 48 (White RAL 9010)	White RAL 9010	48	13.71	9.6	23	20-05	3

*Revised*

Enclosure B.2 to Doc. No. MPV/SOW/UNIT BLOCK  
OUTSOURCING / LFE / ROI DT 19.05.25

**PROCEDURES FOR PRIMARY SURFACE PREPARATION, APPLICATION OF SHOP  
PRIMER AND COATING INSPECTION FOR STEEL PLATES AND PROFILE**

**STANDARD - PERFORMANCE STANDARD FOR PROTECTIVE COATINGS (PSPC)**

PROJECT	:	7500 DWT Multi-Purpose Dry Cargo Vessel
SHIPYARD	:	MAZAGON DOCK SHIPBUILDERS LTD.
YARD NO	:	MDL YD No.21001/21002/21003/21004/ 21005/21006
CLIENT	:	NAVI MERCHANTS
DOCUMENT NO	:	MPV / PSP (Rev. 0)
CLASS	:	DNV
DWT	:	7500 DWT



**MAZAGON DOCK SHIPBUILDERS LTD.**

And

**International.**

**AKZONOBEL INDIA LTD**



*Nilesh Nehete*

**Nilesh Nehete**  
AMPP Senior Certified Coating Inspector  
Regional Technical Support Manager - India  
AkzoNobel India Limited, Mumbai  
Marine and Protective Coatings



*MSAB*

*[Signature]*

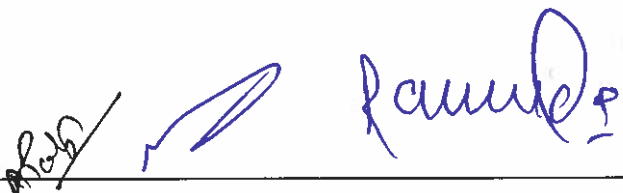
*Ramul*

**PROCEDURES FOR PRIMARY SURFACE PREPARATION, APPLICATION OF SHOP  
PRIMER AND COATING INSPECTION FOR STEEL PLATES AND PROFILE**

**CONTENTS**

Mutual agreement for inspection

1. Preface
2. Definitions
3. General Principle
4. General Principle for Inspection
5. Qualifications
6. Primary surface preparation (PSP), shop primer application and inspection
7. Tests
8. Standard for surface preparation
9. ANNEXURE – 1
  - 1 Examples Reporting forms
  - 2 Non-Conformity Report
  - 3 Product Data Sheets
  - 4 Product MSDS
  - 5 Type Approval certificate
  - 6 Certificate of Compliance
10. ANNEXURE – 2
  1. PRODUCT DATA SHEET – ITERPLATE 317
  2. MSDS - MSDS INTERPLATE 317 GREY PART A
  3. MSDS INTERPLATE 317 GREEN PART A
  4. MSDS INTERPLATE 317 - PART B
  5. TYPE APPROVAL CERTIFICATE - INTERPLATE 317
  6. COATING ADVISOR QUALIFICATION RECORDS



## PROCEDURES FOR PRIMARY SURFACE PREPARATION, APPLICATION OF SHOP PRIMER AND COATING INSPECTION FOR STEEL PLATES AND PROFILE

### 1 PREFACE

The general Guideline, conditions and requirements specified in the document are intended to meet the functional requirements of the Paint material as per the Painting specification for 7500 DWT Multi-Purpose Dry Cargo Vessel.

Painting requirements of Resolution MSC.215 (82), "Performance standard for protective coatings for dedicated seawater ballast tanks in all type of ships or double-side skin spaces of bulk carriers" (PSPC) shall be executed to the Vessel. Bilges in the cargo holds shall also be coated according to PSPC standards.

The Vessel will be registered under Danish flag and built under survey and in accordance with the rules of Classification Society of DNV or equivalent notation of LR or ABS, according to Buyer approval.

The purpose of this Guideline is to provide guidance for surface preparation, Shop primer application and coating inspection required by "in the amendments to regulations II-1/3-2 and XII/6 of the International Convention for the Safety of Life at Sea (SOLAS), 1974, as amended adopted by resolution MSC.216 (82) for zinc silicate-based shop primer and to assure good painting quality on the vessel.

Shop primer to be used for steel plates is of M/s. AkzoNobel Paint's Inorganic zinc silicate type approved shop Primer i.e. Interplate 317. The shop primer is to be applied to 15-25 microns as per paint manufacturer's recommendation.

Two Colour shades are available one in green and the other in grey for the inorganic zinc silicate-based shop primer (Interplate 317) for two different grades of steels. Green shade is to be used for DNV Grade 'A' Steel and Grey to be used for DNV Grade 'AH36' steel

All steel plates and sections equal to or greater than 6 mm in thickness shall be salt free and shot blasted to ISO8501-1 : 1988 Sa 2.5 / SP10 (SSPC) and primed immediately with one coat of shop primer inorganic zinc silicate (Interplate 317) to 15-25 microns.

The terms used in this Guideline have the same meaning as those defined in PSPC.

The owners, MDL QC/QA, paint supplier and the classification society is to follow this guideline procedures in compiling the Coating Technical File (CTF) at the latter stage.

APC-10



Ramdeo



## **PROCEDURES FOR PRIMARY SURFACE PREPARATION, APPLICATION OF SHOP PRIMER AND COATING INSPECTION FOR STEEL PLATES AND PROFILE**

### **2 DEFINITIONS**

For the purpose of this Standard, the following definitions apply:

- 2.1** Ballast tanks are those as defined in the guidelines for the selection, application and maintenance of corrosion prevention systems of dedicated seawater ballast tanks and the Guidelines on the enhanced program of inspections during surveys of bulk carriers and oil tankers.
- 2.2** Dew point is the temperature at which air is saturated with moisture.
- 2.3** DFT is dry film thickness.
- 2.4** Dust is loose particle matter present on a surface prepared for painting, arising from blast cleaning or other surface preparation processes, or resulting from the action of the environment.
- 2.5** Edge grinding is the treatment of edge before secondary surface preparation.
- 2.6** "GOOD" condition is the condition with minor spot rusting.
- 2.7** Hard coating is a coating that chemically converts during its curing process or a non-convertible air-drying coating which may be used for maintenance purposes. Can be either inorganic or organic.
- 2.8** NDFT is the nominal dry film thickness. 90/10 practice means that 90% of all thickness measurements shall be greater than or equal to NDFT and none of the remaining 10% measurements shall be below  $0.9 \times \text{NDFT}$ .
- 2.9** Primer coat is the first coat of the coating system applied in the shipyard after shop primer application.
- 2.10** Shop-primer is the prefabrication primer coating applied to steel plates, often in automatic plants (and before the first coat of a coating system).
- 2.11** Stripe coating is painting of edges, welds, hard to reach areas, etc., to ensure good paint adhesion and proper paint thickness in critical areas.
- 2.12** Target useful life is the target value, in years, of the durability for which the coating system is designed.
- 2.13** Technical Data Sheet is paint manufacturers' Product Data Sheet which contains detailed technical instruction and information relevant to the coating and its application.
- 2.14** The Coating Technical File (CTF) is a document, either in paper or electronic format, or a combination of the two, required formed by the IMO Resolution

MS-010

1/1

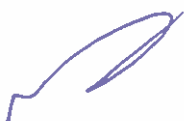
Laurel

**PROCEDURES FOR PRIMARY SURFACE PREPARATION, APPLICATION OF SHOP PRIMER AND COATING INSPECTION FOR STEEL PLATES AND PROFILE**

MSC.215(82)

- 2.15** "Performance Standard for Protective Coatings of dedicated sea water ballast tanks and double-side skin spaces of bulk carriers", also known as the IMO PSPC, It is a Specification of the coating system applied to the dedicated seawater ballast tanks and double-side skin spaces, record of the shipyard's and ship owner's coating work, detailed criteria for coating selection, job specifications, inspection, maintenance and repair shall be documented in the Coating Technical File (CTF), and the Coating Technical File shall be reviewed by the Administration. It is Guidelines to be developed by the Organizatio







## PROCEDURES FOR PRIMARY SURFACE PREPARATION, APPLICATION OF SHOP PRIMER AND COATING INSPECTION FOR STEEL PLATES AND PROFILE

### 3 GENERAL PRINCIPLES

**3.1** The ability of the coating system to reach its target useful life depends on the type of coating system, steel preparation, application and coating inspection and maintenance. All these aspects contribute to the good performance of the coating system.

**3.2** Inspection of surface preparation and coating processes shall be agreed upon between the ship-owner, the shipyard and the coating manufacturer and presented to the Administration for review. The Administration may, if it so requires, participate in the agreement process. Clear evidence of these inspections for Shop Primer shall be reported and be included in the Coating Technical File (CTF)

**3.3** The coating application (including steel surface preparation etc.) shall be in conjunction with:

**a. Coating system approval:**

Statement of compliance or Type Approval issued by a third party

**b. Coating inspection:**

To be carried out by qualified coating inspectors certified to NACE Coating Inspection level 2 or FROSIO Inspector level III or equivalent, during coating process, to ensure compliance with the Standard. Results to be included in the Coating Technical File.

**c. Verification:**

To be carried out by the Administration or recognized organization, consisting of:

- a. reviewing the Coating Technical File
- b. checking the Technical Data Sheet and Coating system approval
- c. checking the coating identification on representative containers
- d. checking that the coating inspectors are qualified and check their reports
- e. monitor implementation of the coating inspection requirements.

*AFB* *[Signature]* *Ramirez*

## PROCEDURES FOR PRIMARY SURFACE PREPARATION, APPLICATION OF SHOP PRIMER AND COATING INSPECTION FOR STEEL PLATES AND PROFILE

### 4 GENERAL PRINCIPLE FOR INSPECTION

The objective of the coating inspection is to ensure that the required minimum level and quality of protective coatings by PSPC is adequately applied.

It is understood that perfect execution of surface treatment, coating application and inspection throughout the entire surface without any small imperfectness is almost impossible. All inspectors should have a common understanding as to what is acceptable as the required minimum level and quality of the protective coatings for any ship built in any shipyard.

For example, the check points for DFT measurements for the judgment of 90/10 rule are clearly indicated in annex 1 of PSPC, but this cannot guarantee that 90/10 rule is perfectly achieved for the entire surface. The common understanding is that such sampling methods is enough for making the judgment, and if the sample measurements do not satisfy the criteria, additional spot checks should be taken for any area considered necessary by the coating inspector.

Unless expressly provided otherwise in PSPC and this Guideline, inspection by sampling and statistical method should be adopted to the extent necessary for making practical judgment. This means that the extent of inspection could vary, depending on the quality control of shipyards, to ensure that the required minimum level and quality is achieved

APCS



Ramade

**PROCEDURES FOR PRIMARY SURFACE PREPARATION, APPLICATION OF SHOP  
PRIMER AND COATING INSPECTION FOR STEEL PLATES AND PROFILE**

**5 QUALIFICATIONS**

**5.1 *Coating Inspectors***

**5.1.1 PSPC Requirements**

**a. Basic requirements**

**GENERAL PRINCIPLES:**

Inspection of surface preparation and coating processes shall be agreed upon between the ship owner, the shipyard and the coating manufacturer and presented to the Administration for review. The Administration may, if it so requires, participate in the agreement process. Clear evidence of these inspections shall be reported and be included in the Coating Technical File (CTF)

**b. COATING INSPECTION REQUIREMENTS**

**General**

(i) To ensure compliance with this Standard, the following shall be carried out by the qualified coating inspectors certified to NACE Coating Inspector Level 2, FROSIO Inspector Level III or equivalent as verified by the Administration.

(ii) Coating inspectors shall inspect surface preparation and coating application in various stages.

(iii) Emphasis shall be placed on initiation of each stage of surface preparation and coatings application as improper work is extremely difficult to correct later in the coating progress. Representative structural members shall be non-destructively examined for coating thickness. The inspector shall verify that appropriate collective measures have been carried out.

**c. VERIFICATION REQUIREMENTS**

The following shall be carried out by the Administration prior to reviewing the Coating Technical File for the ship subject to this Performance Standard:

(i) Check that the Technical Data Sheet and Statement of Compliance or Type Approval Certificate comply with this Standard;

(ii) Check that the coating identification on representative containers is consistent with the coating identified in the Technical Data Sheet and Statement of Compliance or Type Approval Certificate;

(iii) Check that the inspector is qualified in accordance with the qualification standards.

(iv) Check that the inspector's reports of surface preparation and the coating's application indicate compliance with the manufacturer's Technical Data Sheet and Statement of Compliance or Type Approval Certificate; and

(v) Monitor implementation of the coating inspection requirements.

*MSD*  
*Ramirez*

**PROCEDURES FOR PRIMARY SURFACE PREPARATION, APPLICATION OF SHOP PRIMER AND COATING INSPECTION FOR STEEL PLATES AND PROFILE**

**6 PRIMARY SURFACE PREPARATION (PSP), SHOP PRIMER APPLICATION AND INSPECTION**

All steel plates and sections equal to or greater than 6 mm in thickness shall be salt free and shot blasted and primed immediately with one coat of shop primer inorganic zinc silicate (Interplate 317) to 15-25 microns as given below:

**6.1 PRIMARY SURFACE PREPARATION (PSP) – Blasting (PSPC – basic requirement)**

- a. Structural steel plates, which will be painted later, shall be shot blasted to ISO Sa 2.5 with anchor pattern of average 30-75 microns with the comparators and replica tape.
- b. Blasting shall not be applied when the relative humidity of blasting cell is above 85% or the surface temperature of steel is less than 3°C above the dew point. Relative humidity 85% limit refers to the humidity inside the blasting chamber (cell).
- c. The steel surface cleanliness and roughness profile shall be checked at the end of the surface preparation and before the application of the shop primer, in accordance with the coating manufacturer's recommendation.
- d. The primary surface preparation inspection requirements shall be satisfied by periodic spot checks (once per week, in general) and this procedure shall be documented considering followings:
  - (i) Primary surface preparation is carried out at a facility where environmental condition and quality level do not change substantially.
  - (ii) Primary surface preparation and shop priming are carried out by automation. Shop primer is applied immediately after blasting.
  - (iii) Considering the contamination of the foreign matter, blasting abrasive is typically controlled through a QA system.
  - (iv) Checking of the steel surface cleanliness and roughness profile shall be carried out at the end of the surface preparation and before the application of the primer, in accordance with the manufacturer's recommendations.
  - (v) Water soluble salt limit equivalent to NaCl -  $\leq 50$  mg/m<sup>2</sup> of sodium chloride
- e. Reference standard:
  - (i) ISO 8501-1:1988/Suppl: 1994. Preparation of steel substrate before application of paints and related products – Visual assessment of surface cleanliness.
  - (ii) Reference standard: ISO 8503-1/2:1988. Preparation of steel substrate before application of paints and related products – Surface roughness characteristics of blast-cleaned steel substrates.
  - (iii) Conductivity measured in accordance with ISO 8502-9:1998. Preparation of steel substrate before application of paints and related products – Visual assessment of surface cleanliness – Test for the assessment of surface cleanliness

AP/ab



Raminder



## **PROCEDURES FOR PRIMARY SURFACE PREPARATION, APPLICATION OF SHOP PRIMER AND COATING INSPECTION FOR STEEL PLATES AND PROFILE**

### **6.2 Inspection requirements for the coating inspector**

- a. The surface temperature of steel, the relative humidity and the dew point shall be measured and recorded before the blasting process starts and at times of sudden changes in weather.
- b. The surface of steel plates shall be tested for soluble salts and checked for oil, grease and other contamination.
- c. The cleanliness of the steel surface shall be monitored in the shop primer application process.
- d. The results of inspection related to this section are to be recorded by the coating inspector.

### **6.3 Shop Primer Application**

- a. Just after the primary surface preparation, one (1) coat of average 15-25  $\mu\text{m}$  DFT of Interplate 317 shop primer shall be applied on steel plates and members in order to prevent the surface temporarily from re rusting.
- b. Magnetic or electromagnetic dry film thickness gauges shall be used to measure dry film thickness.
- c. Maximum total dry film thickness shall be in according to the coating manufacturer's detailed specifications. Care shall be taken to avoid increasing the thickness in an exaggerated way.
- d. Thinner shall be applied as per coating manufacturer's recommendation.
- e. Records - The results of inspection related to this section are to be recorded by the coating inspector.

### **6.4 Inspection**

#### **6.4.1 Inspection Procedure:**

- a. Inspection of surface preparation and coating processes shall be agreed upon between the Owner, the Builder and the coating manufacturer and presented to the Class for review. The Class may, if it so requires, participate in the agreement process. Clear evidence of these inspections shall be reported and be included in the Coating Technical File (CTF). The details for procedures and which coating to use should be agreed in a pre-meeting between all relevant parties.

- b. The Coating inspector shall be certified to NACE Coating Inspector Level 2, FROSIO Inspector Level III

*ASG*

*[Signature]*

*Ramir*

**PROCEDURES FOR PRIMARY SURFACE PREPARATION, APPLICATION OF SHOP PRIMER AND COATING INSPECTION FOR STEEL PLATES AND PROFILE**

- c. Coating inspectors shall inspect surface preparation and coating application during the coating process by carrying out, as a minimum, those inspection items identified in this practice.
- d. Representative structural members shall be non-destructively examined for coating thickness.
- e. Results from the inspection shall be recorded by the inspector and that shall be included in the CTF at latter stage.

**6.4.2 Inspection of painting work**

- a. The agreed certified coating inspector will inspect the condition of surface preparation and quality coating work with the acceptable manner of this practice.
- b. The Builder will give the coating inspector notice of inspection schedule for the items. The results of inspection shall be recorded on the daily application sheet, if any, with some notes for references.
- C. Judgment of inspection result: If the coating inspector requires additional test, measurement and inspection above the requirement of this practice, the coating inspector has to have clear reason and can have the right to require additional measurement. Reasonable inspection judgment shall be made on the basis of the PSPC and common sense, and agreed among the inspectors concerned.

AP/17



Ramande

## PROCEDURES FOR PRIMARY SURFACE PREPARATION, APPLICATION OF SHOP PRIMER AND COATING INSPECTION FOR STEEL PLATES AND PROFILE

### 7 Tests

#### 7.1 Test for salt contamination on steel surface

The procedures for testing the salt contamination on steel surface are mentioned below.

- a. Clean the surface thoroughly.
- b. Stick Bresle patch A-1250
- c. Remove air using a syringe.
- d. Take 3 ml of distilled water into syringe.
- e. Inject the quantity to bresle patch and keep for 2-3 minutes.
- f. Repeat the same 2-3 times and take the distilled water into syringe.
- g. Pour water to conductivity meter and get the result.

Note: As per PSPC, the maximum value of salt content in surface is 50mg/m<sup>2</sup>.

Areas of use:

- a. At the stockyard on stacked plates, usually with mill scale.
- b. Periodically at the automatic plant after abrasive blast before paint

#### 7.2 Detection of oil and Grease on surface

Prior to abrasive blasting and paint application no oil contamination is acceptable. The surface should be free and kept free of contaminants.

The Coating Inspector shall decide which evaluation/test method(s) to be used and frequency if the surface cleanliness is in doubt.

- a. Draw a line at medium pressure with the piece of chalk from a clean area through the suspect area on another clean area.
- b. If the lines through the suspect are decreases in intensity, but intensity is regained in second clean area, the suspected area is contaminated to the extent, the degreasing is required.

Note: The method has been experienced not to work well on very smooth surfaces on stainless steel and aluminium surfaces.

#### 7.3 Visual Assessment of rust grades

- a. Visual evaluation of Rust Grades.
- b. Consult ISO 8501-1:2007
- c. Preparation of steel substrates before application of paints and related products-Visual assessment of surface cleanliness.
- d. Rust Grades-A, B, C, D.

It is recommended to use rust grade A & B.



## PROCEDURES FOR PRIMARY SURFACE PREPARATION, APPLICATION OF SHOP PRIMER AND COATING INSPECTION FOR STEEL PLATES AND PROFILE

### 7.4 Test for oil contamination in abrasives

- a. Mix one part of abrasives with two parts acetone in a test tube.
- b. Shake well at regular times during a 5 minutes period.
- c. Decant the (clear) liquid to clean test tube and mix with 2-3 parts of demineralised water.
- d. A whitening of liquid indicates presence of oil.

Note: Also, we can identify the oil presence using UV light.

### 7.5 Test for salt contamination in abrasives

Salt contamination/conductivity of abrasives can be tested with R6d which is accordance to ISO 11127-6.

The recommended maximum limit for acceptance is 25mS/m equivalent to 250  $\mu$ S/Cm.

- a. Collect the samples at minimum 5 places in the abrasive at random.
- b. Mix well and take 100 g from mix.
- c. 100 ml distilled water in jar and put the abrasives into the jar.
- d. Shake well for 5 minutes.
- e. Keep the mixture for 1 hour.
- f. Shake well for 5 minutes
- g. Measure the conductivity of the solution.

### 7.6 Roughness evaluation using comparator and replica tape

- a. Substrate surface profile can be evaluated using visual comparators.
- b. Reference Standard-ISO 8503-1/2 Suppl 1994
- c. Preparation of steel substrate before application of paints and related products.
- d. Surface roughness characteristics of blast cleaned substrates profile between 30-75 microns, refer ASTM D4417 Method C
- e. To be understood practically ISO Grit comparator Medium G. (between segments 2&3).
- f. Alternatively: Comparator Roughness No 3 BN9 (Ra6.3) to BN10 (Ra12.5)

### 7.7 Visual assessment of blasting surfaces using pictorial standards

- a. Preparation of steel substrate before application of paints and related products.
- b. ISO 8501-1 Suppl 1994-Visual assessment of surface cleanliness.
- c. Blasting standards- Sa3, Sa 2.5, Sa2, Sa1 Power tool Standards-St3, St2

Mah



Ram

**PROCEDURES FOR PRIMARY SURFACE PREPARATION, APPLICATION OF SHOP PRIMER AND COATING INSPECTION FOR STEEL PLATES AND PROFILE**

**7.8 Dust Test**

Test by tape for surface cleanliness

- a. Reference Standard ISO 8502-3:1993 Preparation of steel substrate before application of paints and related products.
- b. Tape shall be applied over on surface and to be pasted on a white paper. Dust quantity rating 1 for class 3, 4, 5.
- c. Lower dust size classes 1-2 to be removed if visible without magnification on the surface to be coated.

**7.9 Measurement of DFT of shop primer in smooth plate**

- a. Zero the electromagnetic gauge on the smooth steel substrate.
- b. Calibrate the gauge using a maximum 25 micron (1.0 mil) calibrated shim placed on the smooth steel substrate.
- c. Place test plates in at least three locations; for flat panels this should be at the middle and both edges. The test plates should be large enough to measure areas where fans overlap. It is recommended that the smooth steel test pieces are approximately 600mmx100mm (24"x4") in size. Alternatively, Q panels can be used but must be placed so that the dft of the overlaps are determined.
- d. Measure the dft a number of times and record the highest, lowest and mean values.

The reading should be more or less equal along the plate, if not, then the overlap or spray pattern is incorrect and requires adjustment. Be careful of erroneous results due to dry spray or clumps of pigment

**7.10 Weather condition monitoring**

Coating shall be carry out if

- a. %RH<=85
- b. Steel Temperature-Dew point >=3 degree

Weather condition shall be taken prior to coating and regular intervals of coating.

*Handwritten signatures and initials in blue ink at the bottom of the page.*

**PROCEDURES FOR PRIMARY SURFACE PREPARATION, APPLICATION OF SHOP PRIMER AND COATING INSPECTION FOR STEEL PLATES AND PROFILE**

**8 STANDARD FOR SURFACE PREPARATION**

ISO Standard (ISO 8501-1)

**8.1 Preparation grade**

**a. Blast cleaning - Sa 2.5 (Very thorough blast cleaning)**

When viewed without magnification, the surface shall be free from visible oil, grease and dirt, and from mill scale, rust, paint coatings and foreign matter.

Any remaining traces of contamination shall show only as slight stains in the form of spots or stripes.

**8.2 Corresponding table**

ISO 8501-1 does correspond to SSPC and following corresponding table is referred.

ISO 8501-1	SSPC
Sa 2.5 (Very thorough blast cleaning)	SSPC-SP 10 (Near white blast cleaning) Staining will be permitted up to 5% of each unit area (9 square inch)

\*\*\*\*\*

Reviewed By.



*N. Nehete*

**Nilesh Nehete**  
AMPP Senior Certified Coating Inspector  
Regional Technical Support Manager – India  
AkzoNobel India Limited, Mumbai  
Marine and Protective Coatings



*APG*

*[Signature]*

*Ramish*



**PROCEDURES FOR PRIMARY SURFACE PREPARATION, APPLICATION OF SHOP PRIMER AND COATING INSPECTION FOR STEEL PLATES AND PROFILE**

**ANNEXURE – 1**

**1. EXAMPLE REPORTING FORMS**

**Form PSP**

**COATING LOG (PRIMARY SURFACE PREPARATION)**

Sheet No.

NAME/NO. OF SHIP	
PLATE NUMBERS	
INSPECTION DATE	

**ENVIRONMENT**

	BEFORE	WEATHER CHANGES				REMARKS:
MEASURED TIME						
DRY TEMP. (°C)						
RELATIVE HUMIDITY (%)						
DEW POINT (°C)						
SURFACE TEMP. (°C)						

**SURFACE PREPARATION**

SURFACE PROFILES		REMARKS:
WATER SOLUBLE SALTS (mg/m <sup>2</sup> of NaCl)		

**SHOP PRIMER**

MANUFACTURER		REMARKS:
PRODUCT NAME		
IDENTIFICATION MARK/NUMBER		
MANUFACTURE'S RECOMMENDED D.F.T.		
MEASURED D.F.T.		
CURING		

**COATING INSPECTOR**

Name: _____ Signature: _____ Date: _____			
MDL QC:			
Name: _____ Signature: _____ Date: _____			
OWNER'S REP.:			
Name: _____ Signature: _____ Date: _____			

*[Handwritten signatures and initials]*

**PROCEDURES FOR PRIMARY SURFACE PREPARATION, APPLICATION OF SHOP PRIMER AND COATING INSPECTION FOR STEEL PLATES AND PROFILE**

Form CA

**COATING LOG (COATING APPLICATION)**

Sheet No.

	SHOP PRIMER COAT	
	BEFORE	AFTER
INSPECTION DATE		
ENVIRONMENT DRY TEMP. (°C) RELATIVE HUMIDITY (%) DEW POINT (°C) SURFACE TEMP. (°C)		
WATER SOLUBLE SALTS (mg/m <sup>2</sup> of NaCl)		X
DUST		X
OIL CONTAMINATION		X
ABRASIVE INCLUSION		X
STRIPE COATS		
MANUFACTURER		
PRODUCT NAME OF COATING		
PRODUCT IDENTIFICATION MARK/NUMBER		
REMARKS:		
COATING INSPECTOR		
Name:	Signature:	Date:
MDL QC:		
Name:	Signature:	Date:
OWNER'S REP.:		
Name:	Signature:	Date:

*Alien*

*[Signature]*

*Ramul*

*[Signature]*

**PROCEDURES FOR PRIMARY SURFACE PREPARATION, APPLICATION OF SHOP PRIMER AND COATING INSPECTION FOR STEEL PLATES AND PROFILE**

**NON-CONFORMITY REPORT**

Date:

No.

Tick boxes to indicate those copied with the report:

<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>

Shipyard:

Owner's Superintendent:

Contractor:

Other:

Ship No./Name:

Owner:

Applicator/Contractor:

Job Foreman:

Shipyard:

Superintendent:

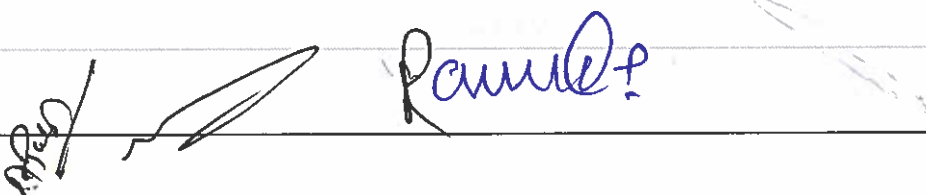
Description:

Area of Location of Exception Observed:

Action Taken

Signature

Date

The bottom of the form contains several handwritten signatures and initials. From left to right, there is a signature that appears to be 'APD', a large stylized signature, and a signature that reads 'Rammert'. There are also some faint, illegible marks to the right of these signatures.

**PROCEDURES FOR PRIMARY SURFACE PREPARATION, APPLICATION OF SHOP  
PRIMER AND COATING INSPECTION FOR STEEL PLATES AND PROFILE**

**ANNEXURE – 2**

- 1.PRODUCT DATA SHEET – INTERPLATE 317
- 2.MSDS - MSDS INTERPLATE 317 GREY PART A
- 3.MSDS INTERPLATE 317 GREEN PART A
- 4.MSDS INTERPLATE 317 - PART B
- 5.TYPE APPROVAL CERTIFICATE - INTERPLATE 317
- 6.COATING ADVISOR QUALIFICATION RECORDS

 P. S. Srinivas

 Ramu

 Ramu

**Project: MPV - List of Units and Corresponding Weight**

Sl. No.	Unit	Weight in tons
1	A11 C	6.74
2	A21 C	32.07
3	A22 C	23.30
4	A31 (P)	28.75
5	A31 (S)	25.17
6	A32 (P)	14.42
7	A32 (S)	13.15
8	B11 (P)	37.80
9	B11 (S)	39.40
10	B12 (P)	39.60
11	B12 (S)	41.30
12	B13 (P)	38.70
13	B13 (S)	39.90
14	B14 (P)	40.00
15	B14 (S)	41.70
16	B15 (P)	39.80
17	B15 (S)	41.50
18	B16 (P)	39.60
19	B16 (S)	41.20
20	B17 (P)	38.60
21	B17 (S)	40.30
22	B18C	26.50
23	D11 (P)	8.68
24	D11 (S)	9.17
25	D12 (P)	22.25
26	D12 (S)	22.69
27	D21 (P)	32.98
28	D21 (S)	32.96
29	D31 (P)	19.07
30	D31 (S)	22.67
31	D41 (P)	18.41
32	D41 (S)	21.16
33	D51 (P)	22.10
34	D51 (S)	12.74
35	D52 (P)	8.10
36	D52 (S)	8.46
37	E11 (P)	12.43
38	E11 (S)	11.86
39	E12 (P)	26.84
40	E12 (S)	22.48
41	E21 (P)	15.57
42	E21 (S)	14.52
43	E22 (P)	25.28
44	E22 (S)	24.13
45	E31 (P)	33.26
46	E31 (S)	35.01
47	E32 (P)	8.06

AP/85


Raninder

**Project: MPV - List of Units and Corresponding Weight**

Sl. No.	Unit	Weight in tons
48	E32 (S)	8.06
49	F11 C	6.13
50	F12 (P)	28.72
51	F12 (S)	33.07
52	F21 C	32.07
53	F22 (P)	14.91
54	F22 (S)	15.46
55	F31 C	27.57
56	F32 (P)	31.80
57	F32 (S)	32.77
58	F41 (P)	14.56
59	F41 (S)	15.99
60	F42 (P)	10.19
61	F42 (S)	13.10
62	F43 (P)	16.52
63	F43 (S)	15.81
64	S11 (P)	41.00
65	S11 (S)	41.00
66	S12 (P)	38.70
67	S12 (S)	38.70
68	S13 (P)	37.90
69	S13 (S)	38.00
70	S14 (P)	41.50
71	S14 (S)	42.05
72	S15 (P)	39.86
73	S15 (S)	39.86
74	S16 (P)	42.37
75	S16 (S)	42.37
76	S17 (P)	38.54
77	S17 (S)	38.54
78	S18 (P)	26.37
79	S18 (S)	26.37
	Total:	2150.24

**Note:**

Total block weight will be calculated by adding weight of all individual units considered in the block as per latest revision of drawing at the time of work executed.

*Man*  *Ram*



## Quantum of Work

**Tentative Quantum of work is tabulated below:**

### 1. Plate Cutting

Unit of measurement for Plate cutting quantity is mm.meter where thickness of plate to be cut is in mm and basic burning / cutting length is in meter.

Yard no.	No. of units outsourced in STE	Plate cutting quantity per unit in mm.meter	Total Plate cutting quantity in mm.meter
21001	40	40000	1600000
21002	40	40000	1600000
21003	40	40000	1600000
21004	18	40000	720000
21005	18	40000	720000
21006	40	40000	1600000
	196	Total	7840000

### 2. Fabrication of Units / Blocks Yard wise with tonnage

#### 2.1. Fabrication of units upto 40 Tons

**Total No. of Units and sections = 36**

Sl. No.	Yard	Unit	Unit Wt in tons	Unit / Section Name		Weight of Unit/ Section (tons)	No. of Units and Sections	Total Tonnage per ship	Total Tonnage to be out-sourced
1	21001	A21 C	32.065	Unit	A21 C	32.07	8	229.55	1029.42
2		A22 C	23.298	Unit	A22 C	23.30			
3		A32 (P)	14.421	Section	A32	27.57			
4		A32 (S)	13.145						
5		E21 (P)	15.565	Section	E21	30.09			
6		E21 (S)	14.52						
7		F41 (P)	14.564	Section	F41	30.56			
8		F41 (S)	15.994						
9		F22 (P)	14.905	Section	F22	30.36			
10		F22 (S)	15.455						
11		F42 (P)	10.186	Section	F42	23.29			
12		F42 (S)	13.101						
13		F43 (P)	16.522	Section	F43	32.33			

Sl. No.	Yard	Unit	Unit Wt in tons	Unit / Section Name		Weight of Unit/ Section (tons)	No. of Units and Sections	Total Tonnage per ship	Total Tonnage to be out-sourced
14		F43 (S)	15.807						
15	21002	A21 C	32.065	Unit	A21 C	32.07	8	229.55	
16		A22 C	23.298	Unit	A22 C	23.30			
17		A32 (P)	14.421	Section	A32	27.57			
18		A32 (S)	13.145						
19		E21 (P)	15.565	Section	E21	30.09			
20		E21 (S)	14.52						
21		F41 (P)	14.564	Section	F41	30.56			
22		F41 (S)	15.994						
23		F22 (P)	14.905	Section	F22	30.36			
24		F22 (S)	15.455						
25		F42 (P)	10.186	Section	F42	23.29			
26		F42 (S)	13.101						
27		F43 (P)	16.522	Section	F43	32.33			
28		F43 (S)	15.807						
29	21003	A21 C	32.065	Unit	A21 C	32.07	8	229.55	
30		A22 C	23.298	Unit	A22 C	23.30			
31		A32 (P)	14.421	Section	A32	27.57			
32		A32 (S)	13.145						
33		E21 (P)	15.565	Section	E21	30.09			
34		E21 (S)	14.52						
35		F41 (P)	14.564	Section	F41	30.56			
36		F41 (S)	15.994						
37		F22 (P)	14.905	Section	F22	30.36			
38		F22 (S)	15.455						
39		F42 (P)	10.186	Section	F42	23.29			
40		F42 (S)	13.101						
41		F43 (P)	16.522	Section	F43	32.33			
42		F43 (S)	15.807						
43	21006	A21 C	32.065	Unit	A21 C	32.07	8	229.55	
44		A22 C	23.298	Unit	A22 C	23.30			
45		A32 (P)	14.421	Section	A32	27.57			
46		A32 (S)	13.145						
47		E21 (P)	15.565	Section	E21	30.09			
48		E21 (S)	14.52						
49		F41 (P)	14.564	Section	F41	30.56			
50		F41 (S)	15.994						
51		F22 (P)	14.905	Section	F22	30.36			
52		F22 (S)	15.455						
53		F42 (P)	10.186	Section	F42	23.29			
54		F42 (S)	13.101						

Sl. No.	Yard	Unit	Unit Wt in tons	Unit / Section Name		Weight of Unit/ Section (tons)	No. of Units and Sections	Total Tonnage per ship	Total Tonnage to be out-sourced
55		F43 (P)	16.522	Section	F43	32.33			
56		F43 (S)	15.807						
57	21004	F42 (P)	10.186	Section	F42	23.29	2	55.62	
58		F42 (S)	13.101						
59		F43 (P)	16.522	Section	F43	32.33			
60		F43 (S)	15.807						
61	21005	F42 (P)	10.186	Section	F42	23.29	2	55.62	
62		F42 (S)	13.101						
63		F43 (P)	16.522	Section	F43	32.33			
64		F43 (S)	15.807						

**2.2. Fabrication of units above 40 to 75 Tons****Total No. of sections: 26**

Sl. No.	Yard	Unit	Unit Wt in tons	Section Name		Weight of Unit/ Section (tons)	No. of Units and Sections	Total Tonnage per ship	Total Tonnage to be out-sourced
1	21001	A31 (P)	28.75	Section	A31	53.92	6	374.74	1624.55
2		A31 (S)	25.17						
3		D11 (P)	8.68	Section	D1112	62.80			
4		D11 (S)	9.17						
5		D12 (P)	22.25						
6		D12 (S)	22.69						
7		E31 (P)	33.26	Section	E31	68.28			
8		E31 (S)	35.01						
9		E22 (P)	25.28	Section	E2232	65.54			
10		E22 (S)	24.13						
11		E32 (P)	8.06						
12		E32 (S)	8.06						
13		F21 C	32.07	Section	F2131	59.63			
14		F31 C	27.57						
15		F32 (P)	31.80	Section	F32	64.57			
16		F32 (S)	32.77						
17	21002	A31 (P)	28.75	Section	A31	53.92	6	374.74	
18		A31 (S)	25.17						
19		D11 (P)	8.68	Section	D1112	62.80			
20		D11 (S)	9.17						
21		D12 (P)	22.25						

Sl. No.	Yard	Unit	Unit Wt in tons	Section Name		Weight of Unit/ Section (tons)	No. of Units and Sections	Total Tonnage per ship	Total Tonnage to be out-sourced			
22		D12 (S)	22.69	Section	E31	68.28						
23		E31 (P)	33.26									
24		E31 (S)	35.01									
25		E22 (P)	25.28	Section	E2232	65.54						
26		E22 (S)	24.13									
27		E32 (P)	8.06									
28		E32 (S)	8.06	Section	F2131	59.63						
29		F21 C	32.07									
30		F31 C	27.57	Section	F32	64.57						
31		F32 (P)	31.80									
32		F32 (S)	32.77	21003	Section	A31				53.92	6	374.74
33		A31 (P)	28.75									
34	A31 (S)	25.17										
35	D11 (P)	8.68	Section		D1112	62.80						
36	D11 (S)	9.17										
37	D12 (P)	22.25										
38	D12 (S)	22.69										
39	E31 (P)	33.26	Section		E31	68.28						
40	E31 (S)	35.01										
41	E22 (P)	25.28	Section		E2232	65.54						
42	E22 (S)	24.13										
43	E32 (P)	8.06										
44	E32 (S)	8.06										
45	F21 C	32.07	Section		F2131	59.63						
46	F31 C	27.57										
47	F32 (P)	31.80	Section		F32	64.57						
48	F32 (S)	32.77		21006			Section	A31	53.92	6	374.74	
49	A31 (P)	28.75										
50	A31 (S)	25.17										
51	D11 (P)	8.68	Section		D1112	62.80						
52	D11 (S)	9.17										
53	D12 (P)	22.25										
54	D12 (S)	22.69										
55	E31 (P)	33.26	Section		E31	68.28						
56	E31 (S)	35.01										
57	E22 (P)	25.28	Section		E2232	65.54						
58	E22 (S)	24.13										
59	E32 (P)	8.06										
60	E32 (S)	8.06										
61	F21 C	32.07	Section	F2131	59.63							
62	F31 C	27.57										

Sl. No.	Yard	Unit	Unit Wt in tons	Section Name		Weight of Unit/ Section (tons)	No. of Units and Sections	Total Tonnage per ship	Total Tonnage to be out-sourced
63		F32 (P)	31.80	Section	F32	64.57			
64		F32 (S)	32.77						
65	21004	D11 (P)	8.68	Section	D1112	62.80	1	62.80	
66		D11 (S)	9.17						
67		D12 (P)	22.25						
68		D12 (S)	22.69						
69	21005	D11 (P)	8.68	Section	D1112	62.80	1	62.80	
70		D11 (S)	9.17						
71		D12 (P)	22.25						
72		D12 (S)	22.69						

**2.3. Fabrication of units above 75 to 125 Tons****Total No. of sections: 12**

Sl. No.	Yard	Unit	Unit Wt in tons	Section Name		Weight of Unit/ Section (tons)	No. of Units and Sections	Total Tonnage per ship	Total Tonnage to be out-sourced
1	21001	D21 (P)	32.98	Section	D2131	107.68	2	198.65	1191.89
2		D21 (S)	32.96						
3		D31 (P)	19.07						
4		D31 (S)	22.67						
5		D41 (P)	18.41	Section	D415152	90.97			
6		D41 (S)	21.16						
7		D51 (P)	22.10						
8		D51 (S)	12.74						
9		D52 (P)	8.10						
10		D52 (S)	8.46						
11	21002	D21 (P)	32.98	Section	D2131	107.68	2	198.65	
12		D21 (S)	32.96						
13		D31 (P)	19.07						
14		D31 (S)	22.67						
15		D41 (P)	18.41	Section	D415152	90.97			
16		D41 (S)	21.16						
17		D51 (P)	22.10						
18		D51 (S)	12.74						
19		D52 (P)	8.10						
20		D52 (S)	8.46						
21	21003	D21 (P)	32.98	Section	D2131	107.68	2	198.65	
22		D21 (S)	32.96						

Sl. No.	Yard	Unit	Unit Wt in tons	Section Name		Weight of Unit/ Section (tons)	No. of Units and Sections	Total Tonnage per ship	Total Tonnage to be out-sourced
23		D31 (P)	19.07	Section	D415152	90.97			
24		D31 (S)	22.67						
25		D41 (P)	18.41						
26		D41 (S)	21.16						
27		D51 (P)	22.10						
28		D51 (S)	12.74						
29		D52 (P)	8.10						
30		D52 (S)	8.46						
31	21004	D21 (P)	32.98	Section	D2131	107.68	2	198.65	
32		D21 (S)	32.96						
33		D31 (P)	19.07						
34		D31 (S)	22.67						
35		D41 (P)	18.41	Section	D415152	90.97			
36		D41 (S)	21.16						
37		D51 (P)	22.10						
38		D51 (S)	12.74						
39		D52 (P)	8.10						
40		D52 (S)	8.46						
41	21005	D21 (P)	32.98	Section	D2131	107.68	2	198.65	
42		D21 (S)	32.96						
43		D31 (P)	19.07						
44		D31 (S)	22.67						
45		D41 (P)	18.41	Section	D415152	90.97			
46		D41 (S)	21.16						
47		D51 (P)	22.10						
48		D51 (S)	12.74						
49		D52 (P)	8.10						
50		D52 (S)	8.46						
51	21006	D21 (P)	32.98	Section	D2131	107.68	2	198.65	
52		D21 (S)	32.96						
53		D31 (P)	19.07						
54		D31 (S)	22.67						
55		D41 (P)	18.41	Section	D415152	90.97			
56		D41 (S)	21.16						
57		D51 (P)	22.10						
58		D51 (S)	12.74						
59		D52 (P)	8.10						
60		D52 (S)	8.46						

*Handwritten signature/initials*

*Handwritten signature/initials*



**3. Blasting, Priming and Painting related quantity**

S r. N o.	Service Description	Uo M	Area per Ship						Total Area to be outsour ce
			Y-01	Y-02	Y-03	Y-04	Y-05	Y-06	
1	Blast Cleaning and Priming of Plates Profiles including touch-up through automated line	m <sup>2</sup>	30000	30000	30000	10000	10000	30000	140000

**4. Outfitting items to be supplied by MDL and installed by contractor:**

Yard no.	No. of units outsourced in LTE	Avg. Hull outfitting items for installation per unit in tons	Total Hull outfitting items for installation per unit in tons
21001	40	3.8	152
21002	40	3.8	152
21003	40	3.8	152
21004	18	3.8	68.4
21005	18	3.8	68.4
21006	40	3.8	152
Total	196	3.8	744.8
Rounded to			745





**5. Fabrication and installation of Supports for trays, lights, fittings, seats etc. for Electrical items:**

Yard no.	No. of units outsourced in LTE	Avg. Qty. of supports for trays, lights, electrical fittings, seats etc per unit in tons	Total Qty. of supports for trays, lights, electrical fittings, seats etc in tons
21001	40	0.2	8
21002	40	0.2	8
21003	40	0.2	8
21004	18	0.2	3.6
21005	18	0.2	3.6
21006	40	0.2	8
Total	196	0.2	39.2

**6. Installation and testing of Pipe and pipe fittings / accessories:**

Yard no.	No. of units outsourced in LTE	Avg. piping & pipe fitting / accessories Qty per unit in Inch.meter	Total. piping & pipe fitting / accessories Qty in Inch.meter
21001	40	245	9,800
21002	40	245	9,800
21003	40	245	9,800
21004	18	245	4,410
21005	18	245	4,410
21006	40	245	9,800
Total	196	245	48,020

*Atch* *Ram*

### List of outfitting Items

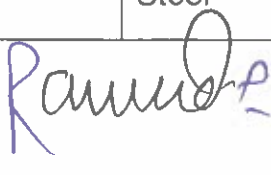

#### 1. List of outfitting items to be fabricated and installed by contractor:

Sr. No.	Hull Outfitting Items for fabrication and installation	Material	Qty / ship	Avg. unit weight in tons	Total weight in tons
1	Miscellaneous Item (Seats, Lugs and Supports for Cable tray, Pipes, etc.)	Steel	650	0.2	130
2	Bottom Plug- Type A1	Steel	40	0.006	0.24
3	Trolley	Steel	1	0.5	0.5
4	Rail	Steel	40	0.075	3
5	Vertical Ladders	Steel	200	0.07	14
6	Bilge keel	Steel	14	2	28
7	External ladders	Steel	10	0.1	1
8	Hand grip	Steel	300	0.005	1.5
9	Steel rack	Steel	22	2	44
Total per ship:					222.24
Rounded to:					225
Avg. Qty. per unit:					2.85

Note: Unit weight tabulated above is average. Certification and payment will be done as per design weight mentioned in the latest revision of drawing at the time of work executed.

#### 2. List of outfitting items to be supplied by MDL and installed by contractor:

Sr. No.	Hull Outfitting Items for installation	Material	Qty / ship	Avg. unit weight in tons	Total weight in tons
1	Single Flush Deck Socket	Steel	28	0.01	0.20
2	Double Longitudinal Flush Deck socket	Steel	10	0.02	0.15
3	Double Transversal Flush Deck socket	Steel	54	0.02	0.86
4	Quadruple Flush Deck Socket	Steel	20	0.04	0.70
5	Lashing pockets	Steel	180	0.02	2.70
6	Side Single Support Assem.	Steel	79	0.35	27.65

*Handwritten signatures and initials:*  
  


Sr. No.	Hull Outfitting Items for installation	Material	Qty / ship	Avg. unit weight in tons	Total weight in tons
7	Side Double Support Assem.	Steel	79	0.70	55.30
8	Side Quatra Support Assem.	Steel	79	1.40	110.60
9	Lock Pin Socket	Steel	79	0.00	0.30
10	D-Rings	Steel	180	0.01	0.9
11	Manhole	Steel	175	0.10	17.50
12	Fire hose box	Steel	90	0.01	0.55
13	Handrail	Steel	45	0.07	3.15
14	Pilot ladder + Wharf Ladder	Steel	5	0.40	2
15	W.T/G.T Doors	Steel	25	0.67	16.75
16	Grain Bulkhead Deck Socket	Steel	29	0.06	1.74
17	Small Hatches	Steel	45	0.45	20.25
18	Miscellaneous items	Steel	200	0.20	40.00
Total:					301.3
Rounded to					300
Avg. Qty. per unit					3.8

Note: Unit weight tabulated above is average. Certification and payment will be done as per design weight mentioned in the latest revision of drawing at the time of work executed.

### 3. List of Electrical items to be Fabrication and installation by contractor:

- Supports for cable trays
- Supports for electrical fittings eg. Lights, switch sockets, panels etc
- Minor seats which can be fabricated by angle / flat bar for electrical items upto 65 kg.

Note: Unit weight mentioned in "Enclosure 8 – Quantum of work", is average. Certification and payment will be done as per design weight mentioned in the latest revision of drawing at the time of work executed.

### 4. List of pipes and pipe fittings / accessories to be supplied by MDL and installed & tested by contractor:

Pipe Material: CS, SS, Copper



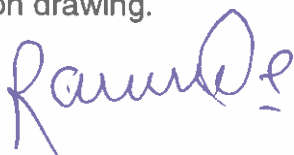
Pipe diameter range: 15 NB to 800 NB

Installation and testing pipe length in in.meter corresponding to pipe diameter is tabulated below:

*Handwritten signatures and marks:*

Pipe Diameter in mm	% length per ship In inch.meter
15	1.84
20	0.10
32	14.87
40	1.13
50	9.03
65	5.29
80	4.64
100	12.72
125	12.24
150	2.09
200	23.65
250	3.03
300	0.63
400	4.11
500	0.79
600	3.00
800	0.84
Total	100

Note: Quantity and weight considered above is tentative. Quantity may change due to revision in drawing. Weight at the time of certification and payment will be considered as mentioned on drawing.

### **Capacity Declaration Format**

#### **DECLARATION:**

I, M/s \_\_\_\_\_, declare that average capacity of our shipyard / premises for sequence of activities mentioned below is \_\_\_\_\_ tons per month.

Sequence of activities:

- a. Receipt of drawings, documents, standards, plan, schedules from MDL. Drawings are available in MPV-Planning department; contractor may visit for the same.
- b. Submission of QAPs for approval
- c. Collection and transportation of material from MDL to contractor's premises
- d. Blasting and priming of steel plates / bulb bars etc
- e. Plate cutting activities as per nesting plan
- f. Fabrication of units as per drawings and inspection as per approved QAP
- g. Hot work completion of outfitting activities at fabrication stage including surface and edge preparations as per PSPC requirement and inspection as per approved QAP
- h. Fabrication and / or installation & testing of outfitting items as per drawings
- i. Transportation of finished goods, balance material which is provided by MDL
- j. Returning of drawings, documents, standards against NDA

I hereby shall abide with above details and No further changes will be made after receipt of Purchase Order.

AP 6/6/17



Ramande

Sign and Stamp