

Bid Corrigendum

GEM/2024/B/4597262-C3

Following terms and conditions supersede all existing "Buyer added Bid Specific Terms and conditions" given in the bid document or any previous corrigendum. Prospective bidders are advised to bid as per following Terms and Conditions:

Buyer Added Bid Specific Additional Terms and Conditions

1. Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regards. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.
2. Bidder shall submit the following documents along with their bid for Vendor Code Creation:
 - a. Copy of PAN Card.
 - b. Copy of GSTIN.
 - c. Copy of Cancelled Cheque.
 - d. Copy of EFT Mandate duly certified by Bank.
3. Buyer Organization specific Integrity Pact shall have to be complied by all bidders. Bidders shall have to upload scanned copy of signed integrity pact as per Buyer organizations policy along with bid. [Click here to view the file](#)
4. Data Sheet of the product(s) offered in the bid, are to be uploaded along with the bid documents. Buyers can match and verify the Data Sheet with the product specifications offered. In case of any unexplained mismatch of technical parameters, the bid is liable for rejection.
5. **Manufacturer Authorization:** Wherever Authorised Distributors/service providers are submitting the bid, Authorisation Form /Certificate with OEM/Original Service Provider details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid
6. **OPTION CLAUSE:** The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 50 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 50% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.
7. Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only.
8.
 1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
 2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
 3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.
9. Without prejudice to Buyer's right to price adjustment by way of discount or any other right or remedy available to Buyer, Buyer may terminate the Contract or any part thereof by a written notice to the Seller, if:
 - i) The Seller fails to comply with any material term of the Contract.
 - ii) The Seller informs Buyer of its inability to deliver the Material(s) or any part thereof within the stipulated Delivery Period or such inability otherwise becomes apparent.
 - iii) The Seller fails to deliver the Material(s) or any part thereof within the stipulated Delivery Period and/or to replace/rectify any rejected or defective Material(s) promptly.
 - iv) The Seller becomes bankrupt or goes into liquidation.

- v) The Seller makes a general assignment for the benefit of creditors.
vi) A receiver is appointed for any substantial property owned by the Seller.
vii) The Seller has misrepresented to Buyer, acting on which misrepresentation Buyer has placed the Purchase Order on the Seller.
10. While generating invoice in GeM portal, the seller must upload scanned copy of GST invoice and the screenshot of GST portal confirming payment of GST.
11. Warranty period of the supplied products shall be 1 years from the date of final acceptance of goods or after completion of installation, commissioning & testing of goods (if included in the scope of supply), at consignee location. OEM Warranty certificates must be submitted by Successful Bidder at the time of delivery of Goods. The seller should guarantee the rectification of goods in case of any break down during the guarantee period. Seller should have well established Installation, Commissioning, Training, Troubleshooting and Maintenance Service group in INDIA for attending the after sales service. Details of Service Centres near consignee destinations are to be uploaded along with the bid.
12. Bidders can also submit the EMD with Payment online through RTGS / internet banking in Beneficiary name
Mazagon Dock Shipbuilders Limited
Account No.
10005255246
IFSC Code
SBIN0009054
Bank Name
State Bank of India
Branch address
Mazagon Dock Mumbai Branch
.
Bidder to indicate bid number and name of bidding entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer along with bid.
13. Successful Bidder can submit the Performance Security in the form of Payment online through RTGS / internet banking also (besides PBG which is allowed as per GeM GTC). On-line payment shall be in Beneficiary name
Mazagon Dock Shipbuilders Limited
Account No.
10005255246
IFSC Code
SBIN0009054
Bank Name
State Bank of India
Branch address
Mazagon Dock Mumbai Branch
.
Successful Bidder to indicate Contract number and name of Seller entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer in place of PBG within 15 days of award of contract.
14. Buyer Added text based ATC clauses
Details of Corrigendum (Including Technical Drawing for BOQ item no. 12000 & 12100) is available at Buyer uploaded ATC document.
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15. Buyer uploaded ATC document [Click here to view the file.](#)

Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. Any clause(s) incorporated by the Buyer regarding following shall be treated as null and void and would not be considered as part of bid:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.

2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process.
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

*This document shall overwrite all previous versions of Bid Specific Additional Terms and Conditions.

[This Bid is also governed by the General Terms and Conditions](#)



PROCUREMENT OF NON FERROUS FITTINGS

ADDITIONAL TERMS & CONDITIONS (ATC)

(AMENDMENTS TO ATC IS MARKED IN RED COLOR)

1. **INTEGRITY PACT (IP):** ~~The Integrity pact essentially envisages the agreement between prospective vendors / bidders & buyers committing the person/officials of both the parties not to exercise any corrupt influence on any aspects of the contract. Only those vendors/bidders who enter into such an integrity pact with the buyer would be competent to participate in the bid. Therefore, non-acceptance and non-submission of IP by the vendors/bidders shall be categorically rejected and no further communication in this regard will be entertained by MDL. The format of integrity Pact is enclosed with tender documents. IP shall be submitted on plain paper.~~

~~The 'Integrity pact' dully filled as per enclosed format to be submitted along with the offer. Bidders to ensure that each page of Integrity pact shall be duly signed by the bidder. Non-submission of Integrity Pact by the bidders duly filled and signed on each page along with Part-I bid shall be categorical rejected. The original IP to be submitted or couriered to reach MDL within 7 days from Tender Opening date.~~

EXISTING CLAUSE	AMENDED CLAUSE
<p>The Integrity pact essentially envisages the agreement between prospective vendors / bidders & buyers committing the person/officials of both the parties not to exercise any corrupt influence on any aspects of the contract. Only those vendors/bidders who enter into such an integrity pact with the buyer would be competent to participate in the bid. Therefore, non-acceptance and non-submission of IP by the vendors/bidders shall be categorically rejected and no further communication in this regard will be entertained by MDL. The format of integrity Pact is enclosed with tender documents. IP shall be submitted on plain paper.</p> <p>The 'Integrity pact' dully filled as per enclosed format to be submitted along with the offer. Bidders to ensure that each page of Integrity pact shall be duly signed by the bidder. <i>Non-submission of Integrity Pact by the bidders duly filled and signed on each page along with Part-I bid shall be categorical rejected.</i> The original IP to be submitted or couriered to reach MDL within 7 days from Tender Opening date.</p>	<p>The Integrity pact essentially envisages the agreement between prospective vendors / bidders & buyers committing the person/officials of both the parties not to exercise any corrupt influence on any aspects of the contract. Only those vendors/bidders who enter into such an integrity pact with the buyer would be competent to participate in the bid. The format of integrity Pact is enclosed with tender documents. IP shall be submitted on plain paper.</p> <p>The 'Integrity pact' dully filled as per enclosed format to be submitted along with the offer. Each page of Integrity Pact shall be duly signed by the bidder. <i>In case of non-submission of Integrity Pact by the bidders, duly signed on each page, with Part-I of the bid, shall render the bid liable for rejection.</i> The original IP to be submitted or couriered to reach MDL within 7 days from Tender Opening date.</p>



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2. EARNEST MONEY DEPOSIT (EMD) / BID SECURITY:

a) Following categories of Sellers shall be exempted from furnishing Bid Security/EMD:

- i) Micro and Small Enterprises (MSEs) who are holding valid Udyam Registration and are manufacturer of the **offered** Product or Service (Primary Product / Service - in case of bunch bid with total value wise evaluation) and give specific confirmation to this effect at the time of bid submission and claim EMD exemption and whose credentials are validated online through Udyam Registration website of Ministry of MSME and also through supporting document uploaded during bidding process and validated by the Buyer. State Government Buyers may, however, choose to exempt only MSEs from the State of Bid Inviting Authority by specifying the same in ATC of the Bid. In case no such ATC is included, eligible MSEs of all states are exempted.
- ii) Start-ups as recognized by Department for Promotion of Industry and Internal Trade (DPIIT), holding valid Startup Recognition Certificate which is to be uploaded while bidding and claiming EMD exemption and to be validated by the Buyer. Bidder to ensure that turnover for any of the financial years has not exceeded beyond limits prescribed in the certificate / Start Up scheme of DPIIT
- iii) KVIC, ACASH, WDO, Coir Board, TRIFED and Kendriya Bhandar.
- iv) Sellers who have got their credentials verified through the process of Vendor Assessment by Vendor Assessment Agencies for the Primary Product / Primary Service for which Bid / RA has been invited and holding valid Vendor Assessment or Vendor Assessment Exemption Report / confirmation (Seller to upload VA report / VAE confirmation to be validated by the Buyer).
- v) Sellers / Service Provider having annual turnover of INR 500 Crore or more, at least in one of the past three completed financial year(s)
- vi) Sellers / Service Providers holding valid BIS License for the Primary Product Category whose credentials are validated through BIS database and through uploaded supporting documents to be validated by the buyer.
- vii) Central / State PSUs.
- viii) Bidders registered (Permanent-MDLP) with Mazagon Dock Shipbuilders Limited (MDL) for **MDL Material Group – 1008635, 1005812, 1008637 & 1008639** are exempted from submission of EMD. However, to qualify for EMD exemption, bidders should necessarily upload copy of valid registration certificate issued by MDL in Part-I offer/bid. Bidders in process of obtaining MDL registration will not be considered for EMD exemption.
- ix) Common/Deemed DPSU registered vendors qualify for EMD exemption. Such firms shall submit valid copy of the registration certificate issued by DPSUs (other than MDL) for the items / services for which the offer is being submitted in Part-I offer/bid. Firms in process of obtaining registration in other DPSUs will not be considered for EMD exemption
- x) Green Channel Status vendors qualify for EMD exemption. Such firms shall submit valid copy of the Green channel certificate issued by MoD for the items for which the offer is being submitted in Part-I offer/bid. Firms in process of obtaining this certificate will not be considered for EMD exemption.

b) The bidder seeking EMD exemption, must submit the valid supporting document with the bid.

c) Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. **Traders are excluded from the purview of this Policy.**



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3. 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. Bidders 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 received other than through e-portal.
 - (iii) Bidders who are debarred under PPP MII order 2017, GeM, CPPP including Tender holiday issued by MDL.
 - (iv) ~~Bids received without Integrity Pact duly filled & signed by the bidder on each page. Clause no. 3(a)(iv) stands " Deleted"~~
 - (v) Bids received without EMD (other than those who are exempted from payment of EMD).

4. WARRANTY/GUARANTEE:

The material supplied shall be guaranteed for minimum **12 months** from the date of receipt and acceptance of material by MDL. The supplier cannot absolve their responsibility for warranty of material even though it is inspected & approved by inspection authorities. If the defects are not remedied within a reasonable / stipulated time, MDL may proceed to rectify the defects at the supplier's risk & cost, but without prejudice to MDL rights under the contract. The supplier will have to replace rejected / bad material during guarantee period at no extra cost to MDL.

5. **PRICING:** Bidders shall quote for delivery of the items to the following destination including charges towards inland transportation, insurance, unloading charges and other local costs incidental to the delivery of the Goods/Services. Delivery Address: Mazagon Dock Shipbuilders Limited, Anik Chembur Store, Mahul Road, Near Vengsarkar Academy, Mumbai -400074.

6. ALTERNATE MSME VENDOR PAYMENT THROUGH TREDIS:

- i) In order to address the financial needs of MSME firms, GoI has introduced a platform for facilitating the financing of trade receivables of MSMEs from buyers, through multiple financiers which is termed as Trade Receivables Discounting System (TReDS). At TReDS, auctioning of invoices at competitive & transparent environment is done by financiers based on Buyer's credit profile.
- ii) MDL is registered on the "Invoicemart" TReDS platform and M1xchange of M/s Mynd Solutions Pvt. Ltd.
- iii) MSME bidders desirous to receive payments through TReDS platform may avail the facility if they are already registered on
 - a) "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.
 - b) "M1xchange" TReDS platform or by registering on it.
Contact details at "M1xchange" TReDS platform are as below:
+919920455374 Ms Ashwathi Jayandran email id:
ashwathi.jayandran@m1xchange.com
+91 8839915724 Ms Priyanka Shah email id prinyaka.shah@m1xchange.com



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7. **E INVOICE:** Bidder, whose aggregate turnover in any preceding financial year from FY 2017-18 onwards, exceeds INR 5 crore as per GST Act or as applicable from time to time, will have to submit an e- Invoice with a Quick Response (QR) code and Invoice Registration No.(IRN). Wherever GST is applicable, payment will be released against e-Invoice, or Invoice accompanied with Vendor's Self Declaration that " We do not fall under the category of registered persons notified under Rule 48(4) of the Central GST Rules, 2017 and we are not required to comply with e-Invoicing provisions under GST Act, as our aggregate turnover in any preceding financial year from 2017-18 onwards has not exceeded Rs. 5 Crores as per GST act".
8. **CONSIGNEE:**
- (a) Material to be delivered at: Mazagon Dock Shipbuilders Limited, Anik Chembur Store, Mahul Road, Near Vengsarkar Academy, Mumbai -400074
 - (b) In order to avoid inconvenience during the delivery of material, it is advisable for supplier to depute their representative in their own interest to coordinate the activities between the transporter, and MDL stores.
 - (c) Following document should be submitted along with material:
 - PO copy & subsequent amendments issued to it, if any.
 - Mill Test Certificate.
 - Delivery Challans clearly indicating MDL Purchase Order No.
 - Packing List co-relating the items in the PO
 - Copy of Warranty Certificate, Preservation Certificate etc. as applicable
 - E-Way bill (if applicable) details are to be submitted during the delivery of the items.
 - (d) Unloading of Material at Anik Chembur Stores shall be the responsibility of Vendor.
9. **RECEIPT INSPECTION:** MDL inspection cell shall carry out necessary inspection of the items on receipt of item at MDL stores. Any objection raised by MDL inspection cell against quality of materials or workmanship shall be satisfactorily corrected by the Contractor at his expense including replacement as may be required within shortest possible time within 30 days. Items damaged during transit shall also be rectified/replaced by the Contractor within shortest possible time. Goods accepted by the purchaser at the initial and final inspections, in terms of the contract, shall in no way dilute the purchaser's right to reject them later, if found deficient in terms of the warranty clause of the contract.

Note: MDL reserves the right to test the supplied product at Govt. or NABL lab for verifying the compliance of the supplied products to the specification of the PO. If the test result confirms the compliance of the product to the specification of the PO, then the testing charges shall be borne by MDL. However, if the test result confirms non-compliance of the product to the specification of the PO, then the whole lot shall be rejected and the testing charges shall be recovered from the supplier.

10. **PUBLIC PROCUREMENT POLICY (PREFERENCE TO MAKE IN INDIA) ORDER 2017:**

Minimum local content: Nodal Ministry (Ministry of Steel) has notified an exclusive list for Domestically manufactured products wherein Minimum Local Content requirement is mentioned as 50% i.e. only Class-I local suppliers are eligible to bid
The minimum local content requirement is 50% as per DDP vide Notification No. 18(2)/19/PPO-Notification/DP(Plg-MS), dt. 05.10.2020



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11. **INDEPENDENT EXTERNAL MONITORS (IEM):** The following Independent External Monitors (IEMs) will have the power to access the entire project document and examine any complaints received by him. In case of any change in IEM it will be informed accordingly. For any administrative enquires and clarification on tender, bidders shall contact Commercial Dealing Executive. In case of issues related to Integrity Pact (IP) please contact Independent External Monitor (IEM) whose details are as below:
 - i) Mr. P V Rao (Email id: pasupuletirao@yahoo.co.in)
12. **BOOK EXAMINATION CLAUSE:** In case it is found to the satisfaction of the BUYER that the seller 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 seller, on a specific request of the buyer shall provide necessary information/Break-up data/ inspection of the relevant financial documents/information.
13. **HINDRANCE REGISTER:** Wherever submission, approvals and clearances are required, hindrances, if any, 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. Site-In-Charge of the supplier or their authorized signatories are only authorized to sign the hindrance register. In case the contractor has a different opinion for hindrance and a dispute arises, then the matter shall be referred to the next higher authority. the decision of the next higher authority in case of dispute in respect of hindrances during the course of executing an order/contract shall be final and binding on the contractor. In case of delay in removing the hindrance, the contractor may reduce manpower deployed on the work. Under no circumstances, contractor should be paid for idle manpower.
14. **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.
15. **CONFLICT OF INTEREST AMONG BIDDERS/ AGENTS:** A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of MDL's interests. The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:
 - (i) they have controlling partner (s) in common; or
 - (ii) they receive or have received any direct or indirect subsidy/ financial stake from any of them; or
 - (iii) they have the same legal representative/agent for purposes of this bid; or
 - (iv) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder; or
 - (v) Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/ Assemblies from one bidding manufacturer in more than one bid.



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- (vi) Either Manufacturer or his only 1 authorized dealer/agent fulfilling the governing criteria can quote against this tender. In case offer is received from both Manufacturer and authorized dealer/agent, only bid from Manufacturer shall be considered for further processing and the bid of dealer/agent shall be rejected. One Manufacturer can authorize only 1 dealer in case manufacturer is not quoting/submitting their bid. In case of bids are received from more than 1 authorized dealer/agent of same manufacturer, their bids will be rejected." This is prescribed considering THE STRATEGIC NATURE OF ITEM & with a purpose for having the attributive consistency in supply and for avoidance of price play and for restricting anti-competitive practice in bidding process being open tender.
- (vii) In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business.

Note: **The bidders shall submit the undertaking for above para (Conflict of Interest among Bidders/ Agents) along with technical bid.**

16. **CONTACTING MDL DURING THE EVALUATION:** From the time of bid submission to awarding the contract, no bidder shall contact MDL on any matter relating to the submitted bid. If a Bidder needs to contact MDL for any reason relating to this tender and/ or its bid, it should do so only in writing or electronically. Any effort by a Bidder to influence MDL during the processing of bids, evaluation, bid comparison or award decisions shall be construed as a violation of the Code of Integrity, and bid shall be liable to be rejected as nonresponsive in addition to other punitive actions for violation of Code of Integrity as per the Tender Document.
17. **CARTEL FORMATION/POOL RATES**
It is possible that sometimes a group of bidders quote the same rate against a tender. Such pool/cartel formation is against the basic principle of competitive bidding and defeats the very purpose of an open and competitive tendering system. Such and similar tactics to avoid/control true competition in a tender leading to "Appreciable Adverse Effect on Competition" (AAEC) have been declared as an offence under the Competition Act, 2002, as amended by the Competition (Amendment) Act, 2007. In case of evidence of cartel formation, detailed cost analysis may be done by associating experts if necessary. Besides, suitable administrative actions can be resorted to, such as rejecting the offers, reporting the matter to trade associations, the Competition Commission or NSIC, etc., and requesting them, inter-alia, to take suitable strong actions against such firms. Purchaser may also debar the tenderers indulging in cartel formation/collusive bidding/bid rigging for a period of two years from participation in the tenders of the Purchaser.



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18. ADDITIONAL INSTRUCTIONS:

- (a) The bidder shall also abide to all statutory requirements, Official Secret Act 1923, Security and Safety Rules as per references, which are part of this tender. If contractors' employees are not adhering to the health, safety and environment norms and the contractors not equipping their employees with suitable safety gears, will be viewed seriously. For non-adherence to above will be levied as per extant guidelines of Security and Safety Rules prevailing time to time, to the contractor without prejudice to other rights to enforce the safety requirements.
- (b) 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 purport to impose any conditions at variance with the tender terms / final negotiated & accepted terms.

19. **CONTACT DETAILS FOR QUERIES:** All bidders are requested to get their queries, if any, clarified in advance (i.e. 7 days in advance to tender closing date) to avoid last minute delay. In case of any clarifications regarding tender, bidders are requested to contact the following executives.

Dept.	Name of Executives	Contact No	Email
Technical	Mr. Venkata Bharat B, DM(SB-Design Engg.)	022-23763041	bvbharat@mazdock.com
	Mr. Pramod Baliga, M(SB-Design Engg.)	022-23763375	pbaliga@mazdock.com
Commercial	Mr. Mehul Parmar, DM(Materials-SPC)	022-23763248	mrparmar@mazdock.com
	Mr. Rajesh S. Paulastye, DGM(Materials-SPC)	022-23763252	rspaulastye@mazdock.com

Enclosures: -

Enclosure-1	Official Secret Act 1923
Enclosure-2	Undertaking For Conflict Of Interest
Enclosure-3	Technical Drawing (BOQ Item no. 12000 & 12100)



OFFICIAL SECRET ACT 1923
(ILLUSTRATIVE FORMAT)

SECTION 2(B) : "PROHIBITED PLACE"

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

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

SECTION 3 : "PENALTIES FOR SPYING"

If any per unlawfully -

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

Shall be liable for imprisonment of 14 years in case of Defence Installation.

SECTION 4 : "COMMUNICATION WITH FOREIGN AGENTS"

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

SECTION 5 : "WRONGFUL COMMUNICATION OF INFORMATION"

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

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

Shall be guilty of an offence under this Act.

SECTION 6 : "UNAUTHORISED USE OF UNIFORMS"

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

SECTION 7 : "INTERFERING WITH OFFICERS OF POLICE"

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



SECTION 8 : "DUTY OF GIVING INFORMATION"

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

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

SECTION 9 : "INCITEMENT"

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

SECTION 10 : "PENALTY FOR HARBOURING SPIES"

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

SECTION 11 : "SEARCH WARRANTS"

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



UNDERTAKING REGARDING CONFLICT OF INTEREST

We do not have any conflict of interest with other bidders. We agree for the following compliance;

1. The bidder found to have a conflict of interest shall be disqualified.
2. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:
 - i. they have controlling partner (s) in common; or
 - ii. they receive or have received any direct or indirect subsidy/ financial stake from any of them; or
 - iii. they have the same legal representative/agent for purposes of this bid; or
 - iv. they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder; or
 - v. Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/ Assemblies from one bidding manufacturer in more than one bid.
 - vi. In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorise only one agent/dealer. There can be only one bid from the following:
 - a) The principal manufacturer directly or through one Indian agent on his behalf; and
 - b) Indian/foreign agent on behalf of only one principal.
 - vii. Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid
 - viii. In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business.

SIGNATURE: _____

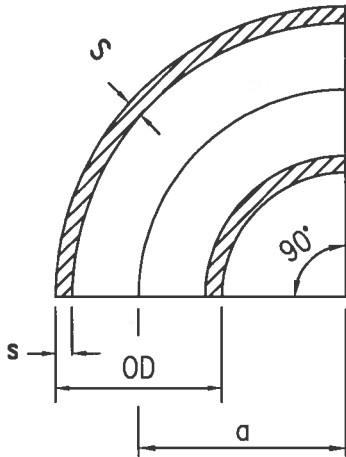
DATE: _____

Seal / Stamp of Bidder

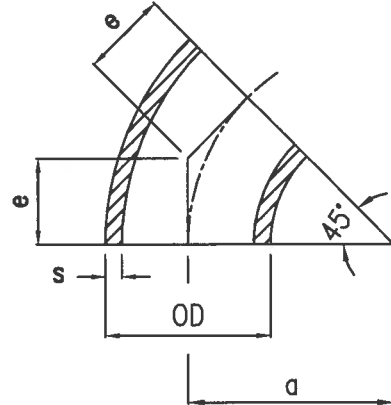


LONG RADIUS ELBOWS

DO NOT SCALE
IF IN DOUBT
PLEASE ASK



90° ELBOW



45° ELBOW

NOTE:

- * MATERIAL :- Cu-Ni 90/10 CONFORMING TO NES 779 PART-III OR EQUIVALENT.
- * CONSTRUCTION :- FORGED & SEAMLESS.
- * EDGE PREPARATION :- S < 3 mm, $\phi = 0^\circ$ (NO BEVEL).
3 < S < 5, $\phi = 30^\circ + 5^\circ$
S > 5, $\phi = 45^\circ \pm 2.5^\circ$
- * DIMENSION & ACCEPTANCE :- DN 86090 /NES 779 Part III

SIZE		THICKNESS		a mm	e mm
DN	OD	s mm	TOLERANCES \pm		
50	57	1.5	0.45,-0.15	52.5	22
65	76.1	2.0	0.6,-0.2	70	29
80	89	2.0	0.75,-0.25	82.5	34
100	108	2.5		100	41
125	133	2.5		125	52
150	159	2.5	1.2,-0.4	150	62
200	219.1	3.0		210	87
250	267	3.0		255	106
300	324	4.0	1.5,-0.5	305	126

REV	DESCRIPTION				AUTH.	DATE	SIGN.
	TITLE	PREPARED BY	CHECKED BY	APPROVED BY	YARD NUMBER/ DRAWING NUMBER		REV
	LONG RADIUS ELBOW	R.L.P	P.B	S.S	12701/4096-41		0
	FOR 90/10 Cu-Ni PIPES	DESG. D'MAN(D-E)	M(D-E)	DGM (D-E)	DATE 11.03.2024		SHEET 1 OF 1
		SIGN. <i>R.L.P</i>	<i>P.B</i>	<i>S.S</i>			