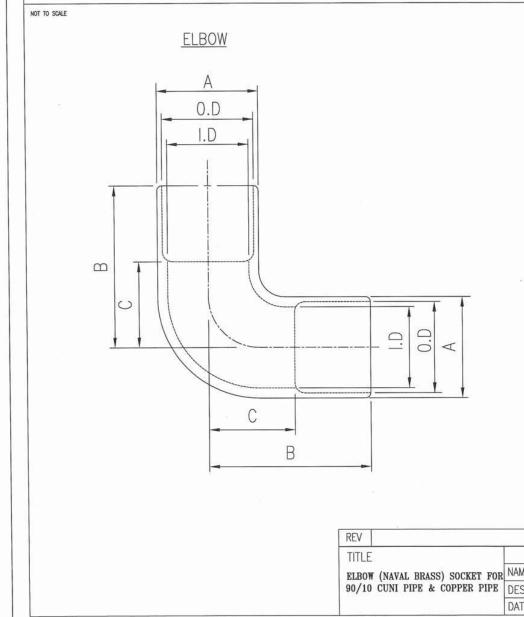


MAZAGON DOCK SHIPBUILDERS LIMITED

DOCKYARD ROAD

MUMBAI - 400010



DIMENSION TABLE:-

PIPE SIZE	I.D		В	С	CAD NO		
0.D.	1.0	A	В	L L	SAP NO.		
8	6.4	12	16	8.5			
10	8.4	15	17	10.5			
12	10.4	17	21	12.5			
16	14.0	20	24	14.5	-		
20	16.0	27	29	18.5			
25	21.0	32	38	27			
30	26.0	37	37	25.5	-		
38	34.0	45	45	31.5	18635799		
44.5	40.5	52	52	36.5	18635800		
57	53.0	65	64	46	18635801		
76.1	72.1	84	95	75	18635802		

NOTES:

THE FITTINGS ARE TO BE MADE OF NAVAL BRASS MATERIAL CONFIRMING TO BS-2874, CZ-112.
 THE FITTINGS ARE TO BE SUITABLE FOR 90/10 Cu-Ni PIPE AND COPPER PIPES CONFORMING BS 2871,PART II / IS 1545

3) ALL RAW MATERIAL USED SHALL BE FRESH / NEW I.e. RECYCLING OF USED MATERIAL IS NOT ACCEPTABLE.

4) ANY UNSPECIFIED DIMENSIONS SHALL BE AS PER MANUFACTURER'S DESIGN TO SUIT INTENDED PURPOSE & PRESSURE RATING.

PERMANENT MARKING TO BE DONE BY MEANS OF INTEGRAL CASTING/FORGING OR STAMPING OR SECURELY FIXED NAME PLATE AS 5) PERMANENT IDENTIFICATION.

6) ALL FITTINGS SHALL BE CLEAN, SMOOTH & FREE FROM DEFECTS GREATER THAN 0.5 mm. IN DEPTH, IRREGULARITIES SCALES OR DEPOSITS & SHALL BE FREE FROM

DAMAGING FILMS IN THE BORE.

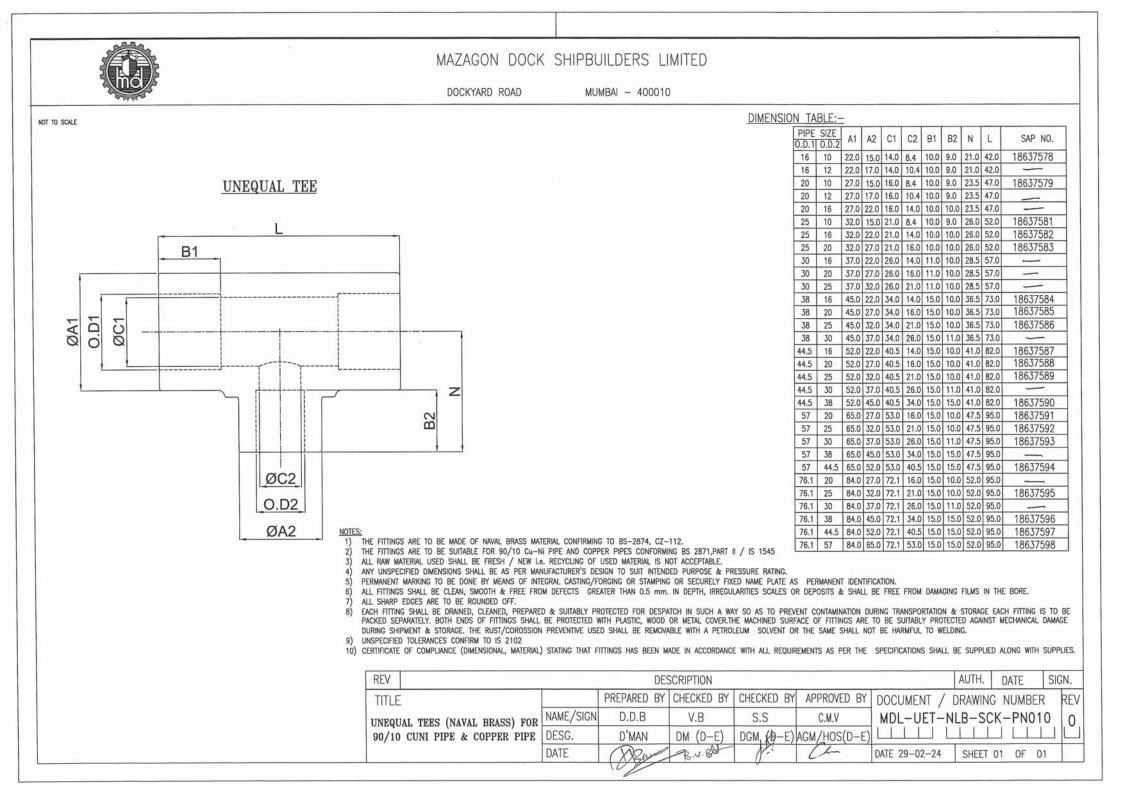
ALL SHARP EDGES ARE TO BE ROUNDED OFF. 7)

EACH FITTING SHALL BE DRAINED, CLEANED, PREPARED & SUITABLY PROTECTED FOR DESPATCH IN SUCH A WAY SO AS TO PREVENT CONTAMINATION DURING TRANSPORTATION & STORAGE EACH FITTING IS TO BE PACKED SEPARATELY. BOTH ENDS OF FITTINGS SHALL BE PROTECTED WITH PLASTIC, WOOD OR METAL COVER.THE MACHINED SURFACE OF FITTINGS ARE TO BE SUITABLY PROTECTED 8) AGAINST MECHANICAL DAMAGE DURING SHIPMENT & STORAGE. THE RUST/COROSSION PREVENTIVE USED SHALL BE REMOVABLE WITH A PETROLEUM SOLVENT OR THE SAME SHALL NOT BE HARMFUL TO WELDING.

9) UNSPECIFIED TOLERANCES CONFIRM TO IS 2102

10) CERTIFICATE OF COMPLIANCE (DIMENSIONAL, MATERIAL) STATING THAT FITTINGS HAS BEEN MADE IN ACCORDANCE WITH ALL REQUIREMENTS AS PER THE SPECIFICATIONS SHALL BE SUPPLIED ALONG WITH SUPPLIES.

REV			DES	SCRIPTION				AUTH.	DATE	SIGN.
TITLE			PREPARED BY	CHECKED BY	CHECKED BY	APPROVED BY	DOCUMENT /	DRAWING	NUMBE	R RE
ELBOW (NAVAL BRASS) SOCKET FOR	NAME/SIGN	D.D.B	V.B	S.S	C.M.V	MDL-ELB-	NLB-SCI	K-PN0	10 0	
90/10	CUNI PIPE & COPPER PIPE	DESG.	D'MAN N	DM (D-E)	DGM (D-E)	AGM/HOS(D-E)				ЦĽ
		DATE	Dance	-B.J.BA	N.	0h	DATE 29-02-24	SHEET (01 OF	01



		MAZAGON DOCK	SHIPBUILDERS LIMI	TED							
		DOCKYARD ROAD	MUMBAI - 400010								· · · · ·
NOT TO SCALE	. 9 9		DIMENSION TABLE:-	PIPE 0.D 0.D 1 0.D 2	A1 mm	100000		C2 mm		2 L m mm	SAP NO.
				12 10 16 10	17 20	15 15	10.4 14	8.4 8.4		9 21 9 26	18648229
	REDUCERS			16 12 20 10	22 27		14 16	10.4 8.4		9 28 9 28	18648230
				20 12 20 16	27 27		16 16	10.4 14		9 <u>33</u> 0 27	18648231
				25 10 25 16	32 32		21	8.4 14		9 <u>34</u> 0 <u>33</u>	18648232 18648233
				25 20 30 16	32 37	27	21 26	16 14		0 27 0 35	18648234
				30 20 30 25	37 37		26 26	16 21	11 1	0 31 0 28	
				38 10 38 16	45 45	15 22	34 34	8.4	15	9 48 0 45	18648235 18648236
		A2 C2		38 20 38 25	45 45	27	34 34	16	15	0 41 0 36	18648237 18648238
	0 D	ØC2 0.D2		38 30	45	32 37	34	26	15	1 33	18648239
				44.5 10 44.5 16	52 52	15 22	40.5 40.5	8.4 14	15	9 54 0 51	18648240
				44.5 20 44.5 25	52 52	27 32		16 21	15	0 47 0 42	18648241 18648242
				44.5 30 44.5 38	52 52	37 45		26 34	15	10 39 15 36	18648243
				57 20 57 25	65 65	27 32	53 53	16 21	15	10 57 10 54	18648244 18648245
	B1B2			57 30 57 38	65 65	37 45	53 53	26 34		11 50 15 47	18648246
				57 44.5 76.1 25	65 84	52 32	53 72.1	40.5 21		15 41 10 54	18648247
	L			76.1 30 76.1 38	84 84	37 45	72.1	26 34		11 51 15 48	
				76.1 44.5 76.1 57	84 84	52 65	72.1	40.5 53		15 42 15 32	
	NOTES: 1) THE FITTINGS ARE TO BE MADE OF NAVAL BRASS MATERIAL CONFIRMING TO BS-2874, CZ-112. 2) THE FITTINGS ARE TO BE SUITABLE FOR 90/10 Cu-NI PIPE AND COPPER PIPES CONFORMING BS 2871,PART II / IS 1545 3) ALL RAW MATERIAL USED SHALL BE FRESH / NEW i.e. RECYCLING OF USED MATERIAL IS NOT ACCEPTABLE. 4) ANY UNSPECIFIED DIMENSIONS SHALL BE AS PER MANUFACTURER'S DESIGN TO SUIT INTENDED PURPOSE & PRESSURE RATING. 5) PERMANENT MARKING TO BE DONE BY MEANS OF INTEGRAL CASTING/FORGING OR STAMPING OR SECURELY FIXED NAME PLATE AS PERMANENT IDENTIFICATION. 6) ALL FITTINGS SHALL BE CLEAN, SMOOTH & FREE FROM DEFECTS GREATER THAN 0.5 mm. IN DEPTH, IRREGULARITIES SCALES OR DEPOSITS & SHALL BE FREE FROM DAMAGING FILMS IN THE BORE. 7) ALL SHARP EDGES ARE TO BE ROUNDED OFF. 8) EACH FITTING SHALL BE DEANNED, CLEANED, PREPARED & SUTABLY PROTECTED FOR DESPATCH IN SUCH A WAY SO AS TO PREVENT CONTAMINATION DURING TRANSPORTATION & STORAGE EACH FITTING IS TO BE PRACKED SEPARATELY. BOTH ENDS OF FITTINGS SHALL BE PROTECTED FOR DESPATCH IN SUCH A WAY SO AS TO PREVENT CONTAMINATION DURING TRANSPORTATION & STORAGE EACH FITTING IS TO BE PRACKED SEPARATELY. BOTH ENDS OF FITTINGS SHALL BE PROTECTED FOR DESPATCH IN SUCH A WAY SO AS TO PREVENT CONTAMINATION DURING TRANSPORTATION & STORAGE EACH FITTING IS TO BE PRACKED SEPARATELY. BOTH ENDS OF FITTINGS SHALL BE PROTECTED FOR DESPATCH IN SUCH A WAY SO AS TO PREVENT CONTAMINATION DURING TRANSPORTATION & STORAGE EACH FITTING IS TO BE PRACKED SEPARATELY. BOTH ENDS OF FITTINGS SHALL BE PROTECTED FOR DESPATCH IN SUCH A WAY SO AS TO PREVENT CONTAMINATION DURING TRANSPORTATION & STORAGE EACH FITTING IS TO BE PRACKED SEPARATELY. BOTH ENDS OF FITTINGS SHALL BE PROTECTED FOR DESPATCH IN SUCH A WAY SO AS TO PREVENT OR THE SAME SHALL NOT BE HARMFUL TO WELDING. 9) UNSPECIFIED TOLERANCES CONFIRM TO IS 2102 10) CERTIFICATIONE SHIPMENT & STORAGE. THE RUST/CORDSISION PREVENTIVE USED SHALL BE REMOVABLE WITH A PETROLEUM SOLVENT OR THE SAME SHALL NOT BE HARMFUL TO WELDING. 9) UNSPECIFIED ALONG WITH SUP										
	[REV		RIPTION		1				AUTH.	DATE SIGN.
		TITLE	PREPARED BY CH NAME/SIGN D.D.B		ECKED BY		OVED BY				K-PN010
		REDUCER (NAVAL DRASS) FUR			S.S GM_(D-E)	C.M AGM/HO					K-PN010 0
		25.1 I		S.v.BU	P.	D.	2		29-02-24	SHEET	01 OF 01



PROCUREMENT OF NAVAL BRASS FITTINGS

ADDITIONAL TERMS & CONDITIONS (ATC)

1. 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 <u>offered</u> 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 –1005812, 1008637 & 1008639 are exempted from submission of EMD. However, to qualify for EMD exemption, bidders should necessarily upload copy of <u>valid</u> 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.**

2. **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 EMD (other than those who are exempted from payment of EMD).

3. 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.

4. **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.

5. **ALTERNATE MSME VENDOR PAYMENT THROUGH TREDS:**

- 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 financers 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
- 6. **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".

7. **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.
- 8. **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 testing charges shall be rejected and the testing charges shall be recovered from the supplier.



- 9. 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 schedule. hindrances such as delav MDL agreed All in 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.
- 10. **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.
- 11. **CONFLICT OF INTEREST AMONG BIDDERS/ AGENTS:** A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of MDL's interests. The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:
 - (i) they have controlling partner (s) in common; or
 - (ii) they receive or have received any direct or indirect subsidy/ financial stake from any of them; or
 - (iii) they have the same legal representative/agent for purposes of this bid; or
 - (iv) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder; or
 - (v) Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/ Assemblies from one bidding manufacturer in more than one bid.
 - (vi) 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.
- 12. **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.

13. 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.

14. 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.



15. **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				
Technical	Mr. Pramod Baliga, M(SB-Design Engg.)	022-23763375	pbaliga@mazdock.com				
Commercial	Mr. Mehul Parmar, DM(Materials-SPC)	022-23763248	mrparmar@mazdock.com				
Commercial	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-1

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.



MAZAGON DOCK SHIPBUILDERS LIMITED, MUMBAI

ENCLOSURE-2

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