बिड संख्या/Bid Number: GEM/2026/B/8241026

दिनांक /Dated: 06-11-2026

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	27-11-2026 14:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	28-11-2026 14:00:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	180 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Defence
विभाग का नाम/Department Name	Department Of Defence Production
संगठन का नाम/Organisation Name	Mazagon Dock Shipbuilders Limited
कार्यालय का नाम/Office Name	**********
शिकायत निवारण के संपर्क विवरण/ Contact details of Grievance redressal	HOD Email id :mdl-nodal-gem@mazdock.com Buyer Email id: bswaghamare@mazdock.com
कुल मात्रा/Total Quantity	1
वस्तु श्रेणी /Item Category	PROCUREMENT OF CR PHANTOM & DUPLEX IMAGE QUALITY INDICATOR
GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS	RT-X-RAY ACCESSORIES
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Dental X - Ray Machine (V2), X-Ray Detectable Gauze Swab/Laparotomy Sponge (V2), 300mA X - Ray Machine (V2), LED X - Ray Illuminator (V2), modular electrical enclosure switch board boxes for modular type accessories, Automatic X - Ray Film Processor, X Ray Machine (200 mA), X-Ray Detectable Absorbent Cotton Gauze Conforming to IS 16950, 500 mA X - Ray Machine (V2), 800 mA X - Ray Machine (V2)
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	• 500 mA X - Ray Machine (V2) • 800 mA X - Ray Machine (V2) • LED X - Ray Illuminator (V2)
वर्षों के अनुभव एवं टर्नओवर से एमएसई को छूट प्राप्त है / MSE Relaxation for Years Of Experience and Turnover	Yes | Complete
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / Startup Relaxation for Years Of Experience and Turnover	Yes | Complete

बिड विवरण/Bid Details	
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Certificate (Requested in ATC),OEM Authorization Certificate,Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	2
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	7
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	1
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	Yes
रिवर्स नीलामी योग्यता नियम/RA Qualification Rule	H1-Highest Priced Bid Elimination
क्रेता के लिए उपलब्ध आईटीसी/ITC available to buyer	Yes
बिड का प्रकार/Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	2 Days
निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ पूर्व पंजीकृत एजेंसियों द्वारा)/Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
Payment Timelines	Payments shall be made to the Seller within **15** days of issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills (This is in supersession of 10 days time as provided in clause 12 of GeM GTC)
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

एडवाईजरी बैंक/Advisory Bank	State Bank of India
ईएमडी राशि/EMD Amount	45000

ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईपीबीजी प्रतिशत (%)/ePBG Percentage(%)	5.00
ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).	17

(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने है। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।/EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. 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.

(b).ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए। / EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

(c).ईएमडी और संपादन जमानत राशि लाभार्थी के पक्ष में होनी चाहिए। / Earnest Money Deposit (EMD) shall also be accepted by the buyer in the form of a surety bond.

लाभार्थी /Beneficiary :
GM(M)
Mazagon Dock Shipbuilders Limited, Department of Defence Production,Mumbai
(Hare Ram Singh)

बोली विभाजन लागू नहीं किया गया/ Bid splitting not applied.

एमआईआई खरीद वरीयता / MII Purchase Preference

एमआईआई खरीद वरीयता / MII Purchase Preference	Yes
मेक इन इंडिया विक्रेताओं को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% तक की सीमा में है / Purchase Preference to MII sellers availabele upto price within L1+X%	20
मेक इन इंडिया खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MII purchase preference	100

सार्वजनिक खरीद (मेक-इन-इंडिया को प्राथमिकता) आदेश 2017 के अनुसार केवल क्लास 1/क्लास 2 के स्थानीय आपूर्तिकर्ताओं को ही भागीदारी की अनुमति है दिनांक 16.09.2020 (समय-समय पर संशोधित एवं लागू) / Allow participation only from Class 1/Class 2 local suppliers as per the Public procurement(Preference to Make-in-india) order 2017 date 16.09.2020(as amended and applicable time to time)	Yes, in compliance with the MII ORDER : DPIIT Order(as amended and applicable time to time)

एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं/सेवा प्रदाता को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% / Purchase Preference to MSE OEMs/ Service Provider available upto price within L1+X%	15
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माता/सेवा प्रदाता को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Percentage of Bid quantity/amount for MSE OEMs/ Service Provider Purchase preference	100

ट्रेड्स भुगतान संबंधी विवरण/TReDS Payment Details

This Bid provides for Trade Receivables Discounting System (TReDS) as Preferred mode of payment. For MSME sellers, payments may be processed through a TReDS exchange in which the Buyer is registered, subject to applicable policy and regulatory guidelines. Accordingly, sellers intending to avail payment through TReDS are required to be registered with at least one TReDS exchange in which the buyer is registered.

1. If the bidder is a Micro or Small Enterprise as per latest orders issued by Ministry of MSME, the bidder shall be relaxed from the eligibility criteria of "Experience Criteria" as defined above subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Experience Criteria, shall upload the supporting documents to prove his eligibility for Relaxation.
2. If the bidder is a Micro or Small Enterprise (MSE) as per latest orders issued by Ministry of MSME, the bidder shall be relaxed from the eligibility criteria of "Bidder Turnover" as defined above subject to meeting of quality and technical specifications. If the bidder itself is MSE OEM of the offered products, it would be relaxed from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover, shall upload the supporting documents to prove his eligibility for Relaxation.
3. If the bidder is a DPIIT registered Startup, the bidder shall be relaxed from the the eligibility criteria of "Experience Criteria" as defined above subject to their meeting of quality and technical specifications. The bidder seeking Relaxation from Experience Criteria, shall upload the supporting documents to prove his eligibility for Relaxation.
4. If the bidder is a DPIIT registered Startup, the bidder shall be relaxed from the the eligibility criteria of "Bidder Turnover" as defined above subject to their meeting of quality and technical specifications. If the bidder is DPIIT Registered OEM of the offered products, it would be relaxed from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover shall upload the supporting documents to prove his eligibility for Relaxation.
5. Preference to Make In India products (For bids < 200 Crore):Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which

no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate .The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023. OM_No.1_4_2021_PPD_dated_18.05.2023 for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017 and its subsequent Orders/Notifications issued by concerned Ministry .Benefits of MSE will be allowed only if seller/service provider is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

6. **Purchase preference to Micro and Small Enterprises (MSEs):** Purchase preference will be given to MSEs having valid Udyam Certificate and whose credentials are validated online through Udyam Registration portal as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service, and Buyer will decide eligibility for purchase preference based on documentary evidence submitted in case of product bids, whereas in case of services the eligibility is automatically validated. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 100% (selected by Buyer) percentage of total quantity. The buyers are advised to refer the OM_No.1_4_2021_PPD_dated_18.05.2023 for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.
7. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

8. Reverse Auction would be conducted amongst all the technically qualified bidders except the Highest quoting bidder. The technically qualified Highest Quoting bidder will not be allowed to participate in RA. However, H-1 will also be allowed to participate in RA in following cases:

i. If number of technically qualified bidders are only 2 or 3.
ii. If Buyer has chosen to split the bid amongst N sellers, and H1 bid is coming within N.
iii. In case Primary product of only one OEM is left in contention for participation in RA on elimination of H-1.
iv. If L-1 is non-MSE and H-1 is eligible MSE and H-1 price is coming within price band of 15% of Non-MSE L-1
v. If L-1 is non-MII and H-1 is eligible MII and H-1 price is coming within price band of 20% of Non-MII L-1

If the buyer has mentioned MSE purchase preference in ATC then service provider is required to upload necessary documents for MSE purchase preference for verification by the buyer during evaluation.

PROCUREMENT OF CR PHANTOM & DUPLEX IMAGE QUALITY INDICATOR (1 the number pi)

(क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक/Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

तकनीकी विशिष्टियाँ /Technical Specifications

क्रेता विशिष्टि दस्तावेज़ /Buyer Specification Document	Download

इनपुट कर क्रेडिट(आईटीसी) तथा रिवर्स प्रभार (आरसीएम)/Input Tax Credit(ITC) and Reverse Charge(RCM) Details

जीएसटी पर इनपुट कर क्रेडिट /ITC on GST	जीएसटी उपकर कर क्रेडिट /ITC on GST Cess
100%	100%

परेषिती/रिपोर्टिंग अधिकारी तथा मात्रा/Consignees/Reporting Officer and Quantity

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	**********	**********Mumbai	1	90

क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें/Buyer Added Bid Specific Terms and Conditions

1. **Generic**

   Actual delivery (and Installation & Commissioning (if covered in scope of supply)) is to be done at following address

   AMRENDRA KUMAR
   MAZAGON DOCK SHIPBUILDERS LIMITED
   DOCKYARD ROAD
   MUMBAI- 400010
   MAHARASHTRA
   .

2. **Generic**

   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. **Generic**

   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.

4. **Generic**

   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

5. **Generic**

The successful bidder has to supply all essential accessories required for the successful installation and commissioning of the goods supplied. Besides standard accessories as per normal industry practice, following accessories must be part of supply and cost should be included in bid price:

ALL ESSENTIAL ACCESSORIES REQUIRED FOR CR PHANTOM & DUPLEX IMAGE QUALITY INDICATOR
.

6. **Scope of Supply**

   Scope of supply (Bid price to include all cost components) : Supply Installation Testing and Commissioning of Goods

7. **Certificates**

   Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

8. **Warranty**

   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.

9. **Forms of EMD and PBG**

   Bidders can also submit the EMD with Payment online through RTGS / internet banking in Beneficiary name

   MAZAGON DOCK SHIPBUILDERS LTD
   Account No.
   11079519138
   IFSC Code
   SBIN0006070
   Bank Name
   STATE BANK OF INDIA
   Branch address
   COMMERCIAL BRANCH, FORT, MUMBAI-400023
   .
   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.

10. **Forms of EMD and PBG**

    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 LTD
    Account No.
    11079519138
    IFSC Code
    SBIN0006070
    Bank Name
    STATE BANK OF INDIA
    Branch address
    COMMERCIAL BRANCH, FORT, MUMBAI-400023
    . 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.

11. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

Buyer Added ATC clauses

1) Pre-Qualification Criteria:

A) Commercial Qualification Criteria:

The average annual financial turnover of 'The bidder' during the last three years, ending 31st March (or any other year ending followed in relevant country) of the previous financial year excluding the calendar year of tendering should be at INR 6,75,000 as per the annual report (audited balance sheet and profit and loss account) of the relevant period, duly authenticated by a Chartered Accountant/Cost Accountant in India or equivalent in relevant countries.

(ii) Bidders Shop and establishment registration certificate or registration certificate from registrar of firms or certificate of incorporation from Registrar of Companies (Not required for permanent registered vendors with MDL).

B) Technical Qualification Criteria: -

i) **Experience of manufacture and supply: -** The bidder must have regularly manufactured and supplied similar product with the same or higher specifications for at least the last three years (3) financial years, ending 31st March (or any other year ending followed in relevant country) of the preceding financial year.

ii) **Past Supply performance**: - The bidder must have supplied of similar type of RT/X-ray accessories (i.e.) CR Phantom & duplex image quality indicators etc.) with minimum quantity of one (1) number of 'The quoted Product' during anyone (1) year within the last three (3) years, ending on 'The relevant tender closing date'.

iii) **OEM authorized certificate**: - The bidder must be the OEM/OEM authorized dealer. A valid OEM authorized certificate shall be submitted along with the technical bid.

Note:

(a) Start-ups shall be given 100% relaxation in prior turnover and prior experience subject to meeting of quality and technical specification and bidder shall submit the valid Start-up certificate as recognized by Department of Industrial policy and Promotion (DIPP).

(b) MSEs shall be given 100% relaxation in prior turnover and prior experience subject to meeting of quality and technical specification and bidder shall submit the valid MSE Udyam certificate.

2) Delivery Period 90 days from date of Order Placement. Deviation in delivery period will be liable for bid rejection.

3) The offer of the firms who are blacklisted by MDL/GeM shall be rejected and shall not be Considered.

4) Detailed ATC including Technical Specification, Scope of Work, safety instructions to sub-contractor, Local Content, is uploaded with Buyer Uploaded ATC document.

5) Bid Rejection Criteria:

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

(i) Bids received after tender closing date and time.

(ii) Bids received other than through GeM e-portal.

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

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

B) Non-compliance/non-acceptance to any of the terms and conditions of the tender shall render the bid liable for rejection.

Deviation in delivery period will be liable for bid rejection.

Checklist of Documents to be uploaded at the time of bid: -

i. Acceptance of detailed Scope of Work/ Technical Specification as attached in SOW of bid document (Sign and Stamp On each Page Of SOW)
ii. Purchase Order copies and its work completion certificates as per Technical Pre-Qualification Criteria.
iii. OEM authorization certificate (on OEM letterhead) or if bidder is OEM for Offered Product, then declaration of OEM for offered product on their letter head required as per Enclosure-6.
iv. Transaction Details of EMD Payment Made or EMD exemption valid Document as per tender/GeM Terms.
v. If bidder is MSME then MSME Udyam Certificate of latest year 2025-26.
vi. Average turnover including Audited Balance Sheet & Profit & Loss Statement for last 3 years, F.Y.2022-23, 2023-24, 2024-25 as per Commercial Prequalification Criteria.
vii. Bidders Shop and establishment registration certificate or registration certificate from registrar of firms or certificate of incorporation from Registrar of Companies as per Commercial Prequalification Criteria.
viii. GSTIN certificate all pages
ix. PAN card
x. Cancelled Cheque
xi. NEFT mandate certified by bank (Bank account details certified by bank).
xii. Local Contain Declaration on OEM letter head (As per Enclosure 1 in GeM tender)
xiii. Undertaking of conflict of interest as per Enclosure-7 (Sign and Stamp On each Page)
xiv. Bidder should fill the format of Enclosures- 1 to 11 & submit with Sign and Stamp on each Page.
xv. Acceptance of all Tender terms & conditions (i.e., ePBG, Warranty, Delivery Period, Offer Validity, Payment Terms, LD applicability, GeM GTC, etc.) on Bidder letter head (Any Deviation not acceptable)

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12. **Buyer Added Bid Specific ATC**

Buyer uploaded ATC document Click here to view the file.

अस्वीकरण/Disclaimer

The Additional Terms and Conditions (ATC) have been incorporated by the Buyer after approval of their Competent Authority. The Buyer ,is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any restriction arising in the bidding process due to these ATCs

and including the modification of technical specifications and / or terms and conditions governing the bid.All representations / grievances pertaining to the ATC clauses shall be raised with the buyer organization directly and not with GeM.If any of the clause(s) is/are incorporated by the Buyer regarding the following, the bid & resultant contract shall be treated as null & void. Further, GeM reserves the right, at its sole discretion, to cancel the bid forthwith, without issuance of any prior notice or intimation :-

1. Publishing Custom / BOQ bids for items for which regular GeM categories are available (unless such Custom / BOQ item is bunched with the major regular product Category Item).
2. Mandating procurement of / from specific Brand / Make / Model / Manufacturer / Dealer except in case of Single Bid / Proprietary Article Certificate (PAC) Buying.
3. Inclusion of disqualification criteria related to suspension of seller / service provider, where such suspension period has already expired.
4. Mandating submission of documents (other than EMD and signed Integrity Pact - which can be submitted within 5 days of bid opening) in physical form as a pre-requisite to qualify bidders.
5. Publishing bids on GeM for procurement of works.
6. Procurement of Goods by creating a Service bid on GeM & vice-versa.
7. Seeking sample with bid or approval of samples during bid evaluation process. However, trial / sample, as the case may be, shall be permitted in cases where trial / sample are allowed as per approved and published procurement policy of the Buyers' controlling Ministry / Department / State / Public Sector Enterprises Headquarters. If there is any violation of trial / sample clause with regard to approved policy of the Buyers' Ministry / Department / State / Public Sector Enterprises Headquarters, then this is to be determined and redressed by the concerned Buyer Organisation only.
8. Seeking experience from specific organization / department / institute only or from foreign / export experience.
9. Creating bid for items from incorrect categories.
10. Reference of conditions published on any external site or reference to external documents/clauses.
11. Asking for any Tender fee / Bid Participation fee, as the case may be.
12. Buyer added ATC Clauses which are in contravention of clauses defined in bid detail section, including specifications, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by the applicable GeM GTC.
13. Any ATC clause in contravention with GeM GTC Clause 4 (xiii) (h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
14. In a category based bid, adding additional items, through buyer added, additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogues or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

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. 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.

All GeM Sellers/Service Providers shall ensure full compliance with all applicable labour laws, including the provisions, rules, schemes and guidelines under the four Labour Codes i.e. the Code on Wages, 2019; the Industrial Relations Code, 2020; the Occupational Safety, Health and Working Conditions Code, 2020; and the Code on Social Security, 2020 as and when notified and brought into force by the Government of India.

For all provisions of the Labour Codes that are pending operationalisation through rules, schemes or notifications, the corresponding provisions of the pre-existing labour enactments (such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972, etc. and relevant State Rules) shall continue to remain applicable.

The Seller/ Service Providers shall, therefore, be responsible for ensuring compliance under:

- **All notified and enforceable provisions of the new Labour Codes as mentioned hereinabove; and**

- **All operative provisions of the erstwhile Labour Laws until their complete substitution.**

All obligations relating to wages, social security, safety, working conditions, industrial relations etc. and any other statutory requirements shall be strictly met by the Seller/ Service Provider. Any non-compliance shall constitute a breach of the contract and shall entitle the Buyer to take appropriate action in accordance with the contract and applicable law.

This Bid is governed by the General Terms and Conditions, conditions stipulated in Bid and Service Level Agreement specific to the Service, as the case may be, as provided in the Marketplace.

However, in case of Service, if any condition specified in General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement specific to said Service, then it will over-ride the conditions in the General Terms and Conditions.

यह बिड सामान्य शर्तों के अंतर्गत भी शासित है /This Bid is also governed by the General Terms and Conditions

जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो।बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।/In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---धन्यवाद/Thank You---

ADDITIONAL TERMS & CONDITIONS (ATC)

PROCUREMENT OF RT/X-RAY ACCESSORIES (CR PHANTOM & DUPLEX IMAGE QUALITY INDICATOR) FOR RT INSPECTION (QTY-1 NO)

1. **EMD Exemption**: EMD shall be submitted as mentioned in the GeM bid and as per GeM Terms & Condition. EMD exemption is as per GeM conditions. Bidders shall submit valid EMD/EMD exemption certificate at the time of bidding. In case valid exemption certificate is not submitted along with the bid then bid will be rejected. In addition to that EMD is exempted for following,

i. Firms registered with MDL for **material group 0032401** only. To qualify for EMD exemption, firms should necessarily submit valid copy of the Registration Certificate issued by MDL, for the items for which the offer is being submitted. Firms in the process of obtaining MDL registration will not be considered for EMD exemption.
ii. 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.
iii. 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.

Note:
a. Firm not having valid certificate or certificate in process or other than above category of EMD exemption (including EMD exemption as per GeM conditions) has to submit EMD otherwise their offer will be rejected.
b. For EMD exemption under MSE category, bidders who are holding valid Udyam registration and are manufacturer of the offered product are eligible. Hence MSE bidders who seek EMD exemption, are required to furnish declaration of being manufacturer of offered product in the format given at **Enclosure-6** of this document.

2. **Compliance Statement for Scope of Work (SOW):**

Bidder to understand Technical Specification and Scope of Work as per **Enclosure-12** and submit acceptance of Scope of Work/Technical Specification with signature and the company's seal on each page of the same.

3. **PRICING**: Bidders shall quote for delivery **(90 Days**) 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, Dockyard Road, Mumbai -400010.**

4. **Performance Bank Guarantee:**

(a) Please note that Performance Bank Guarantee should be valid till end of Guarantee/Warranty period + Delivery Period + additional 02 months.

(b) Structural Financial Messaging System Bank Guarantee (SFMS BG) in lieu of Bank Guarantee.

Bank Guarantees

In case the Indigenous Bidders intends to submit Bank Guarantee towards Performance security/EMD/Advance payment/Free Issue Material etc, the Bank Guarantee should be e-Bank Guarantee or Structural Financial Messaging System Bank Guarantee (SFMS BG).

(i) **Mandatory Requirement**: Whenever a bidder submits SFMS BG, the bidder will mandatorily be required to submit letter from issuing bank that it is unable to issue NeSL (National e-Governance Service ltd) based e-BG as on date. Such letter should accompany the SFMS BG.

(ii) **IFSC Code:** While submitting the Structural Financial Messaging System Bank Guarantee (SFMS BG). IFSC: ICIC0000393 shall be used.

(iii) **Authenticity of SFMS BG:** Bidder shall get SFMS BG issued from SFMS enabled Bank as allowed by MDL in tender conditions. Bank shall issue the Bank Guarantee through SFMS system and send SFMS message to MDL's Bank confirming the authenticity of Bank Guarantee. Bidder will be required to submit SFMS BG along with SFMS delivery report/message copy which has been transmitted to MDL's bank by BG issuing bank through SFMS system.

(iv) **Stamp Paper/Franking Receipt:** The SFMS BG will have to be given on non-judicial stamp paper/ with franking receipt e-stamping as per stamp duty applicable at the place from where the bid has emanated. The nonjudicial stamp paper/ franking receipt e-stamping should be either in the name of the issuing bank or the bidder.

(v) **Receipt of SFMS BG:** The Original SFMS BG in physical form, (along with SFMS delivery Report/Message copy which has been transmitted by issuing Bank through SFMS system to beneficiary's i.e., MDL Bank) should reach to MDL designated office on or before due date.

(vi) **Mandatory Requisite Information:** SFMS BG will not be acceptable unless details of the same is transmitted to the MDVs Bank through SFMS platform. Its bidder's responsibility to ensure that BG issuing bank send the BG advice correctly in the form of message format 760 COV vis SFMS (Structured Financial Messaging System) as provided by RBI while capturing all requisite fields including Beneficiary Account Name, Bank Name. Bank Account Number. IFSC Code etc.

(vii) **Non-Acceptance of BG:** In case of any error by the Bidder/contractor or BG issuing Bank while capturing the requisite field details / format or non-receipt of confirmation of BG through SFMS 760COV message format, the bidder/contractor shall be responsible for non-acceptance of the SFMS Bank Guarantee.

(viii) **Amendment in BG:** For any amendment of SFMS BG, message 767COV through SFMS should be used.

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, M1xchange of M/s Mynd Solutions Pvt. Ltd and M/s Recievable Exchange of India Ltd(RXIL).

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:
Mr. Amit Kumar Dutta, +91-8600179668 and a new mail id amit1.dutta@invoicemart.com.

b) "M1xchange" TReDS platform or by registering on it.
Contact details at "M1xchange" TReDS platform are as below:
Mr. Shaiwal Sinha Contact No. +91-9599224595 email id: shaiwal sinha@mlxchange.com, Mr. Ankit Singh No . +91-9800250395 email id: ankit.singh@mlxchange.com

c) "RXIL" TReDS platform or by registering on it.
Contact Details at RXIL: Mr Santosh Yadav, Senior Relationship Manager, Business Development Contact No. +91-9167708156, Email id : santosh.yadav@rxil.com

Ms. Angelin Anbarasan, contact no + 91-8451975191 Email id:- angelin.anbarasan@rxil.in

All the above three discounting firm have offered waiver of Registration / On boarding fees to MDL vendors.

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, Dockyard Road, Mumbai-400010.

(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 if applicable as per tender/TSP.
- Delivery Challans clearly indicating MDL GeM Contract No.
- Packing List co-relating the items in the MDL GeM Contract.
- Copy of Warranty Certificate, Preservation Certificate etc. as applicable
- E-Way bill (if applicable).
- GeM Invoice and Commercial Invoice.

Note: Any discrepancy, shortfall, mismatch, incompleteness in above documents may lead to delay in CRAC / GRN and subsequent payment, for which MDL shall not be held responsible.

(d) Unloading of Material at MDL Stores shall be the responsibility of Vendor.

8. INSPECTION:

i) RECEIPT INSPECTION: MDL User Dept shall carry out necessary inspection of the items on receipt in MDL Yard/Stores on the basis of an appropriate MDL Inspection system requirement, along with the representative of user dept. & the Inspection documents submitted by suppliers. Any objection raised by MDL user dept 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.

ii) REJECTION OF MATERIAL: Rejected materials, if any, shall have to be promptly lifted by the supplier at his own expenses with his labour / transport as the case may be.

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.

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

Minimum local content: The Minimum local content requirement is 20% and 50% for Class-II and Class-I vendor respectively i.e. Only Class-I and Class-II suppliers are eligible to bid.

Purchase preference shall be given to local supplier in all procurement undertaken by MDL in line with The Govt of India has issued revised public procurement (Preference to Make in India) order 2017, issued on 19.07.2024. Revised Order 2017 is enclosed with ATC.

Explanatory notes for calculation of local content given below: -

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 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 product 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 break-up on license / royalties paid / technical expertise cost etc. sourced from outside India. For items sold by bidder as reseller OEM certificate of 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.

f. Bidder shall give self-certification for local content in the quoted item at the time of tendering. However, at the time of execution of the project, for all contract above INR 10 crore, the contractor / supplier shall submit the local content certification duly certified by cost accountant / chartered accountant in practice. For cases where it is not possible to provide certification by Cost / Chartered Accountant at the time of execution of project, the supplier shall be permitted to provide the certificate for local content from Cost Accountant / Chartered Accountant after completion of the contract, within time limit acceptable to the procuring entity (30 days of completion). In case the contractor / supplier does not meet the stipulated local content requirement and the category of supplier changes from Class-I to Class-II / Non-local or Class-II to Non-local, a penalty of 10% of the contract value shall be imposed which shall be withheld from payment due to the bidder. However, contract once awarded shall not be terminated on this account. Further, it must be informed that once declaration / certification is committed at tender stage, the same cannot be altered subsequently at technical negotiation stage or after award of contract. Doing so would be treated / considered as false declaration by bidder and necessary action shall be initiated as per para 9 of the said Order for debarment.

(i) 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.

(ii) DPIIT vide OM No. P-45021/102/2019-BE-IIPaRT(1)(E-50310) dated 04 Mar 2021 has clarified that Bidders offering imported products will fall under the category on Non-local suppliers and they cannot claim themselves as Class-I local suppliers / Class-Il local suppliers by claiming the services such as transportation, insurance, installation, commissioning, training and after sales service support like AMC / CMC, etc. as local value addition. Hence, bidders offering imported products will be treated as Non-local suppliers.

10. HINDRANCE REGISTER:

a. Wherever submission, approvals and clearances are required, hindrances, if any, with date of occurrences and removal shall be noted in the Hindrance Register.

b. The Hindrance Register shall document the following aspects post Placement of PO/Contract:

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

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

iii. All the hindrances with date of occurrence and removal are to be noted in the Hindrance Register. Hindrance Register will be signed by both the parties i.e., User Dept and Contractor. Executive in the rank of CM and above in case of MDL, the nodal executive of the user department and site-in-charge of the supplier or their authorized signatories are only authorized to sign the Hindrance Register. In case of goods / supply orders, correspondence done with supplier / customer shall be recorded by Commercial / Material department in the Hindrance Register.

iv. The contractor may also record their observations in the Hindrance Register. Any objection raised by the contractor should be promptly attended and resolved without any delay.

v. In case the contractor has a different opinion for hindrance and a dispute arises, then the matter shall be referred to the next higher authority and the decision to be communicated within 15 days.

The 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.

vi. In case MDL is unable to remove hindrance immediately, and if it is likely to take some time, the contractor shall be informed accordingly by the User. In such cases the contractor may reduce manpower deployed on the work. Under no circumstances, contractor should be paid for idle manpower.

11. 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.

12. CONFLICT OF INTEREST AMONG BIDDERS/ AGENTS: 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. 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: -

(i) 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.

(ii) The bidder (or his allied firm) provided services for the need assessment/ procurement planning of the Tender process in which it is participating.

(iii) 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.

(iv) 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;

Note: Participation of any bidder in this tender is construed as the bidder unconditionally agree and abide by the content of undertaking at Enclosure-7.

13. 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.

14. 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.

15. Scrutiny of Offers:

Bidders to ensure the completeness and clarity in their online offer by ensuring that complete/relevant documents/details required as per tender are uploaded ALONG WITH THEIR PART I ONLINE BID on GeM PORTAL. During evaluation and comparison of bids, MDL may, at its discretion, ask the bidder for clarifications on the bid. In case of shortfall documents, opportunity may be given to the bidder to submit

the shortfall/supportive document through GeM portal. Bidder to note that the shortfall information/ documents will be sought only in case of historical documents which pre-existed at the time of the tender opening and which have not undergone change since then.

Bidders shall regularly check their GeM bid status on GeM portal for any such clarifications. Bidders are expected to provide clarification before the deadline on GeM portal. if the bidder does not comply or respond by the date, his offer will be liable to be rejected

No change in prices or substance of the bid shall be sought, offered or permitted. No post-bid clarification at the initiative of the bidder shall be entertained.

16. 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.

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

(d) Once the Local Content 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 including debarment as deemed fit.

(e) Public Grievance Cell: Details of the Public Grievance Cell is as below;

i. President - Shri R. R. Kumar, ED(Tech). Email ID – rrkumar@mazdock.com
ii. Member - Shri A K Chand, ED(HR). Email ID – akchand@mazdock.com
iii. Member - Shri E R Thomas, GM(Tech). Email ID – erthomas@mazdock.com
iv. Member - Shri S C Mandal, GM(Tech). Email ID – smandal@mazdock.com

(f) **Complaints / Grievance**: Any complaints / grievances relating to implementation of revised Public Procurement (Preference to Make in India) Order 2017, issued on 19.07.2024 shall be taken up by Public Grievance Cell of MDL headed by ED(Tech). Fees for filing a complaint under the order shall be Rs. 10,000/- per case. The complaints shall be filed to the Chairman, Public Grievance Cell. 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. The fee shall be deposited in MDL's Account by NEFT. 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 shall be borne by the complainant and paid by the complainant before referring the matter.

The Bank Account details of MDL are as follows:

Beneficiary's Name:	Mazagon Dock Shipbuilders Limited
Name of Bank:	State Bank of India
Branch:	Mazagon Br. Branch Code 9054
Bank Address:	Mazagon Branch, Mazagon, Mumbai - 400 010.
Telephone No. of Bank:	23752802
Account No.:	10005255246
Account Type:	Current Account
IFSC Code:	SBIN0009054
RTGS Code:	SBIN0009054
NEFT Code:	SBIN0009054

(g) **Corrigendum** to the Bid, if any, shall be published on GeM Portal and MDL website. Bidders are advised to visit the GeM Portal and MDL website regularly to remain updated for any such Corrigendum. It is bidder's responsibility to check the GeM Portal, MDL website for any Corrigendum.

17. 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 Jayprakash Sankhe M (SB-QA)	+9122 23763265	jsankhe@mazdock.com
	Mr Vinod Kumar Parkewar DGM (SB-QA)	+9122 23763262	vinodkumar@mazdock.com
Commercial	Mr. Bipin Waghmare CM (C-MP)	+912223763408	mwankhede@mazdock.com
	Mr. Shantaram Kurkute, DGM (Mat-Capital Purchase)	+9122- 23763252	skurkute@mazdock.com

1. Note: -

a. Bidders who are debarred under PPP MII order 2017, GeM, CPPP including Tender holiday issued by MDL will be rejected.
b. Bids received without EMD (other than those who are exempted from payment of EMD) will be rejected.
c. Bidders asking for exemption against Start-up certificate, has to submit declaration that the start-up certificate submitted is valid as on date for exemption
d. Bids received without Technical Specification declaration form as attached in Annexure-A will be rejected.
e. Non-compliance/non-acceptance to any of the terms and conditions of the tender is liable for rejection.
f. Any deviation in delivery period is liable for rejection.
g. Firm has to submit the contact details like E-mail address, Name of the person, Phone number for further communications.
h. LD will be applicable as per GeM Terms & Condition.

Enclosures: -

Enclosure-1	Declaration Certificate for Local Content
Enclosure-2	Contact Details of Bidder
Enclsoure-3	Turnover detail
Enclsoure-4	Format for remittance towards EMD/Performance Security
Enclsoure-5	Official Secret Act 1923
Enclsoure-6	Declaration of manufacturer of offered product
Enclsoure-7	Undertaking For Conflict of Interest
Enclsoure-8	PIDPI related information
Enclsoure-9	Revised Public Procurement (Preference to Make in India) Order 2017, issued on 19.07.2024
Enclsoure-10	Safety Instruction for Sub-Contractor
Enclosure- 11	PBG Format
Enclosure- 12	Technical Specification & Scope of Work Details
Enclosure- 13	Technical Specification & SoW Acceptance List

Enclosure-1

DECLARATION CERTIFICATE FOR LOCAL CONTENT

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

THE BIDDERS SHALL PROVIDE THIS CERTIFICATE FROM STATUTORY AUDITOR OR COST AUDITOR OF THE COMPANY (IN CASE OF COMPANIES) OR FROM A PRACTICING COST ACCOUNTANT OR PRACTICING CHARTED ACCOUTANT (IN RESPECT OF SUPPLIER OTHER THAN COMPANIES) GIVING THE PERCENTAGE OF LOCAL CONTENT.

IN RESPECT OF BID/ TENDER No_____

ISSUED BY: **Mazagon Dock Shipbuilders Ltd**

I, the undersigned, ……..... (**full names**),
do hereby declare, in my capacity as ……..…… (**Capacity**) of .....(**name of bidder entity**), the following:

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

(b) I have read and understood the requirement of local content (LC) and same is specified as percentage calculated in accordance with the definition provided at clause 2 of revised Public Procurement (preference to Make in India) Order 2017.

"Local content" as per above order means the amount of value added in India which shall be the total value of items procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value in percent."

(c) I have satisfied myself that the goods/services/works to be delivered in terms of the above specified bid comply with the local content requirements as specified in the tender for 'Class-I Local Supplier' / 'Class-II Local Supplier', and as above.

(d) I understand that a bidder can seek benefit of either Public Procurement Policy for MSEs –Order 2012 or Public Procurement (preference to Make in India) Order 2017 and not both and once the option is declared / selected it is not permitted to be modified subsequently.

(e) The local content calculated using the definition given above are as under:

Tender Item Sr No	Local content calculated as above %	Location of local value addition (Location shall be the specified as name of city or district, etc. Location as name of country will be considered as ambiguous and such bids shall be rejected)
1		
2		

Attach separate sheet **duly signed** if the space not sufficient.

Note:

1) Local content percentage shall be declared item wise or tender wise strictly as per the terms of the tender.

2) Format for actual local content declaration shall be provided to successful bidder along with PO copy. It is binding on the successful bidder to submit the actual local content declaration post PO placement & Execution as mentioned in tender.

(f) I accept that the Procurement Authority / Institution / MDL / Nodal Ministry has the right to request that the local content be verified in terms of the requirements of revised Public Procurement (preference to Make in India) Order 2017 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. In case of contract being awarded, I undertake to retain the relevant documents for 7 years from date of execution.

(g) I understand that the submission of incorrect data, or data that are not verifiable as described in revised Public Procurement (preference to Make in India) Order 2017, may result in the Procurement Authority / Nodal Ministry / MDL imposing any or all of the remedies as provided for in Clause 9 of the Revised Public Procurement (preference to Make in India) Order 2017 dated 16.09.2020.

SIGNATURE: _____ **DATE: _____**

Seal / Stamp of Bidder

Enclosure-2

CONTACT DETAILS OF BIDDER

Name of Bidder:	
Address:	
Contact Number:	
email id:	

Details of Authorized Representatives; (Three Levels)

1.

Name:	
Designation	
Direct Landline Number:	
Mobile Number:	
Email id:	

2.

Name:	
Designation	
Direct Landline Number:	
Mobile Number:	
Email id:	

3.

Name:	
Designation	
Direct Landline Number:	
Mobile Number:	
Email id:	

Enclosure-3

Turnover Detail

Financial Year	Turnover (INR)	Relevant Document attached (Yes/No) Name of document attached

Enclosure-4

Format for remittance towards EMD/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. **DETAILES OF REMITTANCE TO MDL'S BANK ACCOUNT:**

(To be filled in by the vendors/firm's 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/SD etc.	Amount Remitted (`)	UTR No.

Signature of Vendor/Representative

Enclosure-5
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.

Enclosure-6

Confirmation of being manufacturer of offered product

(Compliance to Serial no. 1 (note b) of General Terms and Conditions on GeM) – To be submitted by MSE bidders on OEM letter head.

Tender No

WE M/s _____, hereby declare
that our firm is manufacturer of offered product.

Note:

1. As per **Serial no. 1 (note b)** of General Terms and Conditions on GeM, EMD exemption is applicable for those offered items of which the MSE bidder is a manufacturer. For the remaining products/items, MSE bidder shall not be eligible for exemption of EMD.

2. Above confirmation shall be duly filled (Yes or No) for each item/schedule by the bidder and it shall be uploaded along with the Part 1 bid.

M/s.- ……

Signature & Stamp of the Authorized Person of bidder

Enclosure-7

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. 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: -
   i) 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;
   ii) The bidder (or his allied firm) provided services for the need assessment/ procurement planning of the Tender process in which it is participating;
   iii) 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
   iv) 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;

   Note: The undertaking by the bidders for above para (Conflict of Interest among Bidders/ Agents) to be submitted along with Part I bid.

SIGNATURE: _____ **DATE: _____**

Seal / Stamp of Bidder

Enclosure-8

PIDPI (Public Interest Disclosure & Protection of Informers Resolution) related information



Enclosure-9

No. P-45021/2/2017-PP (BE-II)-Part(4)Vol.II
Government of India
Ministry of Commerce and Industry
Department for Promotion of Industry and Internal Trade
(Public Procurement Section)

Vanijya Bhawan, New Delhi
Dated: 19 July,2024

To

All Central Ministries/Departments/CPSUs/All concerned

ORDER

Subject: Public Procurement (Preference to Make in India), Order 2017– Revision; regarding.

Department for Promotion of Industry and Internal Trade, in partial modification [Paras 2, 3, 5, 10 & 13] of Order No.P-45021/2/2017-B.E.-II dated 15.6.2017 as amended by Order No.P-45021/2/2017-B.E.-II dated 28.05.2018, Order No.P-45021/2/2017-B.E.-II dated 29.05.2019, Order No.P-45021/2/2017-B.E.-II dated 04.06.2020 and Order No.P-45021/2/2017-B.E.-II dated 16.09.2020 hereby issues the revised 'Public Procurement (Preference to Make in India), Order 2017" dated 19.07.2024 effective with immediate effect.

Whereas it is the policy of the Government of India to encourage 'Make in India' and promote manufacturing and production of goods and services in India with a view to enhancing income and employment, and

Whereas procurement by the Government is substantial in amount and can contribute towards this policy objective, and

Whereas local content can be increased 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,

Now therefore the following Order is issued:

1. This Order is issued pursuant to Rule 153 (iii) of the General Financial Rules 2017.
2. **Definitions**: For the purposes of this Order:
   'Local content' means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item 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.

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 break-up 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.

'*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.

'*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.

'*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.

'*L1*' means the lowest tender or lowest bid or the 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.

'*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.

'*Nodal Ministry*' means the Ministry or Department identified pursuant to this order in respect of a particular item of goods or services or works.

'*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.

'Works' means all works as per Rule 130 of GFR- 2017, and will also include *'turnkey works'*.

2A. *Special treatment for items covered under PLI Scheme*

The manufacturers manufacturing an item under PLI scheme shall be treated as deemed Class II local supplier for that item unless they have minimum local content equal to or higher than that notified for Class-I local supplier for that item, provided the manufacturer has received incentive from the concerned PLI Ministry for the item. The above shall be applicable for the specific time period only, as notified by concerned PLI Ministry.

3. Eligibility of 'Class-I local supplier'/ 'Class-II local supplier'/ 'Non-local suppliers' for different types of procurement

(a) In procurement of all goods, services or works in respect of which the Nodal Ministry / Department has communicated that there is sufficient local capacity and local competition, only 'Class-I local supplier', as defined under the Order, shall be eligible to bid irrespective of purchase value.

(b) Only 'Class-I local supplier' and 'Class-II local supplier', as defined under the Order, shall be eligible to bid in procurement undertaken by procuring entities, except when Global tender enquiry has been issued. In global tender enquiries, 'Non-local suppliers' shall also be eligible to bid along with 'Class-I local suppliers' and 'Class-II local suppliers'. In procurement of all goods, services or works, not covered by sub-para 3(a) above, and with estimated value of purchases less than Rs. 200 Crore, in accordance with Rule 161(iv) of GFR, 2017, Global tender enquiry shall not be issued except with the approval of competent authority as designated by Department of Expenditure.

(c) For the purpose of this Order, works includes Engineering, Procurement and Construction (EPC) contracts and services include System Integrator (SI) contracts.

3.1 Mandatory sourcing of items, with sufficient local capacity and competition, from Class-I local suppliers in SI/EPC/Turnkey Contracts/Service Tenders

a. The items, notified as having sufficient local capacity and competition, shall mandatory be sourced from Class-I local suppliers in SI/EPC/Turnkey Contracts/ Services tenders. This provision will be applicable only for those items which have been notified by the Nodal Ministry as Class I i.e. having sufficient local capacity and competition, with specific HSN codes."

b. Notwithstanding above, if in any project, it is considered that it is not practically feasible to source such items from Class I local suppliers, it may take relaxation from such stipulation with the approval of Secretary of the administrative Ministry/ Department concerned or with the approval of the Competent Authority specified by the Administrative Ministry/Department, on case-specific basis.

3A. Purchase Preference

(a) Subject to the provisions of this Order and to any specific instructions issued by the Nodal Ministry or in pursuance of this Order, purchase preference shall be given to 'Class-I local supplier' in procurement undertaken by procuring entities in the manner specified here under.

(b) In the procurement of goods or works, which are covered by para 3(b)

above and which are divisible in nature, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract for full quantity will be awarded to L1.
ii. If L1 bid is not a 'Class-I local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-I local supplier' will be invited to match the L1 price for the remaining 50% quantity subject to the Class-I local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class-I local supplier' subject to matching the L1 price. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class-I local supplier' within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local suppliers, then such balance quantity may also be ordered on the L1 bidder.

(c) In the procurement of goods or works, which are covered by para 3(b) above and which are not divisible in nature, and in procurement of services where the bid is evaluated on price alone, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is Class -I local supplier', the contract will be awarded to L1.
ii. If L1 is not 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier', will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.
iii. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the 'Class-I local supplier' within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.

(d) "Class-II local supplier" will not get purchase preference in any procurement, undertaken by procuring entities.

3B. Applicability in tenders where contract is to be awarded to multiple bidders- In tenders where contract is awarded to multiple bidders subject to matching of L1 rates or otherwise, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

a. In case there is sufficient local capacity and competition for the item to be procured, as notified by the nodal Ministry, only Class I local suppliers shall be eligible to bid. As such, the multiple suppliers, who would be awarded the contract, should be all and only 'Class I Local suppliers'.
b. In other cases, 'Class II local suppliers' and 'Non local suppliers' may also participate in the bidding process along with 'Class I Local suppliers' as per provisions of this Order.
c. If 'Class I Local suppliers' qualify for award of contract for at least

50% of the tendered quantity in any tender, the contract may be awarded to all the qualified bidders as per award criteria stipulated in the bid documents. However, in case 'Class I Local suppliers' do not qualify for award of contract for at least 50% of the tendered quantity, purchase preference should be given to the 'Class I local supplier' over 'Class II local suppliers'/ 'Non local suppliers' provided that their quoted rate falls within 20% margin of purchase preference of the highest quoted bidder considered for award of contract so as to ensure that the 'Class I Local suppliers' taken in totality are considered for award of contract for at least 50% of the tendered quantity.

d. First purchase preference has to be given to the lowest quoting 'Class-I local supplier', whose quoted rates fall within 20% margin of purchase preference, subject to its meeting the prescribed criteria for award of contract as also the constraint of maximum quantity that can be sourced from any single supplier. If the lowest quoting 'Class-I local supplier', does not qualify for purchase preference because of aforesaid constraints or does not accept the offered quantity, an opportunity may be given to next higher 'Class-I local supplier', falling within 20% margin of purchase preference, and so on.

e. To avoid any ambiguity during bid evaluation process, the procuring entities may stipulate its own tender specific criteria for award of contract amongst different bidders including the procedure for purchase preference to 'Class-I local supplier' within the broad policy guidelines stipulated in sub- paras above.

4. **Exemption of small purchases**: Notwithstanding anything contained in paragraph 3, procurement where the estimated value to be procured is less than Rs. 5 lakhs shall be exempt from this Order. However, it shall be ensured by procuring entities that procurement is not split for the purpose of avoiding the provisions of this Order.

4A. Exemption in sourcing of spares and consumables of closed systems:

Procurement of spare parts, consumables for closed systems and Maintenance/ Service contracts with Original Equipment Manufacturer/Original Equipment Supplier/Original Part Manufacturer shall be exempted from this Order.

5. **Minimum local content**: 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%. 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'/ 'Class-II local supplier' respectively.

6. **Margin of Purchase Preference**: The margin of purchase preference shall be 20%.

7. **Requirement for specification in advance**: The minimum local content, the margin of purchase preference and the procedure for preference to Make in India shall be specified in the notice inviting tenders or other form of procurement solicitation and shall not be varied during a particular procurement transaction.

8. **Government E-marketplace**: In respect of procurement through the Government E-marketplace (GeM) shall, as far as possible, specifically mark the items which meet the minimum local content while registering the item for

display, and shall, wherever feasible, make provision for automated comparison with purchase preference and without purchase preference and for obtaining consent of the local supplier in those cases where purchase preference is to be exercised.

9. **Verification of local content**:
   a. The 'Class-I local supplier'/ 'Class-II local supplier' at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for 'Class-I local supplier'/ 'Class-II local supplier', as the case may be. They shall also give details of the location(s) at which the local value addition is made.
   b. In cases of procurement for a value in excess of Rs. 10 crores, the 'Class-I local supplier'/ 'Class-II local supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.
   c. The bidder shall give self-certification for local content in the quoted item (goods/works/services) at the time of tendering. However, at the time of execution of the project, for all contracts above INR 10 Crore, the contractor/ supplier shall be required to give local content certification duly certified by cost/ chartered accountant in practice. For cases where it is not possible to provide certification by Cost/Chartered Accountant at the time of execution of project, the supplier shall be permitted to provide the certificate for local content from Cost/ Chartered Accountant after completion of the contract, within time limit acceptable to the procuring entity. In case the contractor/ supplier does not meet the stipulated local content requirement and the category of the supplier changes from Class-I to Class-II/ Non-local or from Class-II to Non-local, a penalty upto 10% of the contract value may be imposed. However, contract once awarded shall not be terminated on this account.
   d. Decisions on complaints relating to implementation of this Order shall be taken by the competent authority which is empowered to look into procurement-related complaints relating to the procuring entity.
   e. Nodal Ministries may constitute committees with internal and external experts for independent verification of self-declarations and auditor's/ accountant's certificates on random basis and in the case of complaints.
   f. Nodal Ministries and procuring entities may prescribe fees for such complaints.
   g. False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.
   h. A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of the 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 the manner prescribed under paragraph 9

i below.

i. The Department of Expenditure shall issue suitable instructions for the effective and smooth operation of this process, so that:
   i. The fact and duration of debarment for violation of this Order by any procuring entity are promptly brought to the notice of the Member-Convenor of the Standing Committee and the Department of Expenditure through the concerned Ministry /Department or in some other manner;
   ii. On a periodical basis such cases are consolidated and a centralized list or decentralized lists of such suppliers with the period of debarment is maintained and displayed on website(s);
   iii. In respect of procuring entities other than the one which has carried out the debarment, the debarment takes effect prospectively from the date of uploading on the website(s) in the such a manner that ongoing procurement are not disrupted.

10. **Specifications in Tenders and other procurement solicitations:**
   a. Every procuring entity shall ensure that the eligibility conditions in respect of previous experience fixed in any tender or solicitation do not require proof of supply in other countries or proof of exports.
   b. Procuring entities shall endeavour to see that eligibility conditions, including on matters like turnover, production capability and financial strength do not result in unreasonable exclusion of 'Class-I local supplier'/ 'Class-II local supplier' who would otherwise be eligible, beyond what is essential for ensuring quality or creditworthiness of the supplier.
   c. Procuring entities shall, within 2 months of the issue of this Order review all existing eligibility norms and conditions with reference to sub-paragraphs 'a' and 'b' above.
   d. **Reciprocity Clause**
      i. When a Nodal Ministry/Department identifies that Indian suppliers of an item are not allowed to participate and/ or compete in procurement by any foreign government, due to restrictive tender conditions which have direct or indirect effect of barring Indian companies such as registration in the procuring country, execution of projects of specific value in the procuring country etc., it shall provide such details to all its procuring entities including CMDs/CEOs of PSEs/PSUs, State Governments and other procurement agencies under their administrative control and GeM for appropriate reciprocal action.
      ii. 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.
      iii. The stipulation in (ii) above shall be part of all tenders invited by the Central Government procuring entities stated in (i) above. All purchases on GeM shall also necessarily have the above provisions for items identified by nodal Ministry/ Department.
      iv. State Governments should be encouraged to incorporate similar provisions in their respective tenders.
      v. The term 'entity' of a country shall have the same meaning as under the FDI Policy of DPIIT as amended from time to time.
   e. Specifying foreign certifications/ unreasonable technical specifications/

brands/ models in the bid document is restrictive and discriminatory practice against local suppliers. If foreign certification is required to be stipulated because of non-availability of Indian Standards and/or for any other reason, the same shall be done only after written approval of Secretary of the Department concerned or any other Authority having been designated such power by the Secretary of the Department concerned.

f. "All administrative Ministries/Departments *whose procurement exceeds Rs. 1000 Crore per annum* shall notify/update their procurement projections every year, including those of the PSEs/PSUs, for the next 5 years on their respective website."

10A. Action for non-compliance of the Provisions of the Order: In case restrictive or discriminatory conditions against domestic suppliers are included in bid documents, an inquiry shall be conducted by the Administrative Department undertaking the procurement (including procurement by any entity under its administrative control) to fix responsibility for the same. Thereafter, appropriate action, administrative or otherwise, shall be taken against erring officials of procurement entities under relevant provisions. Intimation on all such actions shall be sent to the Standing Committee.

11. **Assessment of supply base by Nodal Ministries:** The Nodal Ministry shall 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.

12. **Increase in minimum local content**: The Nodal Ministry may annually review the local content requirements with a view to increasing them, subject to availability of sufficient local competition with adequate quality.

13. **Manufacture under license/ technology collaboration agreements with phased indigenization:** While notifying the minimum local content, Nodal Ministries may make special provisions for exempting suppliers from meeting the stipulated local content if the product is being manufactured in India under a license from a foreign manufacturer who holds intellectual property rights and where there is a technology collaboration agreement / transfer of technology agreement for indigenous manufacture of a product developed abroad with clear phasing of increase in local content.

13A. In procurement of all goods, services or works in respect of which there is substantial quantity of public procurement and for which the nodal ministry has not notified that there is sufficient local capacity and local competition, the concerned nodal ministry shall notify an upper threshold value of procurement beyond which foreign companies shall enter into a joint venture with an Indian company to participate in the tender. Procuring entities, while procuring such items beyond the notified threshold value, shall prescribe in their respective tenders that foreign companies may enter into a joint venture with an Indian company to participate in the tender. The procuring Ministries/Departments shall also make special provisions for exempting such joint ventures from meeting the stipulated minimum local content requirement, which shall be increased in a phased manner.

14. **Powers to grant exemption and to reduce minimum local content**: The administrative Department undertaking the procurement (including

procurement by any entity under its administrative control), with the approval of their Minister-in-charge, may by written order, for reasons to be recorded in writing,

a. reduce the minimum local content below the prescribed level; or
b. reduce the margin of purchase preference below 20%; or
c. exempt any particular item or supplying entities from the operation of this Order or any part of the Order.

The Administrative Department, while seeking exemption under this para, shall certify that such an item(s) has not been notified by Nodal Ministry/ Department concerned under para 3 (a) of the Order.

A copy of every such order shall be provided to the Standing Committee and concerned Nodal Ministry / Department. The Nodal Ministry / Department concerned will continue to have the power to vary its notification on Minimum Local Content.

15. **Directions to Government companies**: In respect of Government companies and other procuring entities not governed by the General Financial Rules, the administrative Ministry or Department shall issue policy directions requiring compliance with this Order.
16. **Standing Committee**: A standing committee is hereby constituted with the following membership:
Secretary, Department for Promotion of Industry and Internal Trade - Chairman
Secretary, Commerce—Member
Secretary, Ministry of Electronics and Information Technology—Member Joint Secretary (Public Procurement), Department of Expenditure—Member Joint Secretary (DPIIT)—Member-Convenor

The Secretary of the Department concerned with a particular item shall be a member in respect of issues relating to such item. The Chairman of the Committee may co-opt technical experts as relevant to any issue or class of issues under its consideration.

17. **Functions of the Standing Committee:** The Standing Committee shall meet as often as necessary, but not less than once in six months. The Committee

a. shall oversee the implementation of this order and issues arising therefrom, and make recommendations to Nodal Ministries and procuring entities.
b. shall annually assess and periodically monitor compliance with this Order
c. shall identify Nodal Ministries and the allocation of items among them for issue of notifications on minimum local content
d. may require furnishing of details or returns regarding compliance with this Order and related matters
e. may, during the annual review or otherwise, assess issues, if any, where it is felt that the manner of implementation of the order results in any restrictive practices, cartelization or increase in public expenditure and suggest remedial measures
f. may examine cases covered by paragraph 13 above relating to manufacture under license/ technology transfer agreements with a view to satisfying itself that adequate mechanisms exist for enforcement of such agreements and for attaining the underlying objective of progressive indigenization

g. may consider any other issue relating to this Order which may arise.

18. **Removal of difficulties**: Ministries /Departments and the Boards of Directors of Government companies may issue such clarifications and instructions as may be necessary for the removal of any difficulties arising in the implementation of this Order.

19. **Ministries having existing policies**: Where any Ministry or Department has its own policy for preference to local content approved by the Cabinet after 1st January 2015, such policies will prevail over the provisions of this Order. All other existing orders on preference to local content shall be reviewed by the Nodal Ministries and revised as needed to conform to this Order, within two months of the issue of this Order.

20. **Transitional provision**: This Order shall not apply to any tender or procurement for which notice inviting tender or other form of procurement solicitation has been issued before the issue of this Order.

19/7/24

(Himani Pande)
Additional Secretary to the Government of India
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Enclosure-10

Mazagon Dock Shipbuilders Limited		Title: Safety Instruction for Sub-Contractor		
Doc. No.	Issue No	Issue Date	Revision No	Revision Date
SB-Works/Safety/01	01	03.08.2022	00	-

1. **Scope of Work:**
   a. To develop consciousness and to create an awareness amongst the sub-contractor and their employees/workman regarding the general procedures and practices for safe conduct of their work at all times.
   b. This brings out procedures, standard practices etc. and would serve as the reference material to all Sub-Contractors.
   c. This document is only for providing guidance to the sub-contractors and does not replace the safety rules detailed in Factory Acts 1948 and Maharashtra Factory Rule 1963 as amended till date.

2. **General Safety Guidelines:**

1.1 The Contractor shall ensure that his employees/workmen subject themselves to medical examinations required under the law and keep a record of the same. (As per the "Factory Acts 1948" and the Maharashtra Factory Rules 1963 as amended till date).
1.2 Workers and supervisors engaged in the work shall be competent and undergone Safety training by MDL Safety section before deployment on job inside the MDL.
1.3 Contractor should go through MDL safety manual and follow the safety procedures wherever applicable.
1.4 The contractor must observe all safety precautions in connection with the work performed by him. No job should be undertaken where question of safety remains unanswered.
1.5 The Contractor shall not permit any employee/workmen to enter the work area under the influence of alcohol.
1.6 Smoking is strictly prohibited.
1.7 Fishing is not permitted in the yard.
1.8 Report promptly any situation affecting the safety of any person.
1.9 All stairways, Platforms and Walkways must be kept clean at all the times.
1.10 Make proper use of all safety devices and guards provided.
1.11 All employees shall wear personal protective equipment as appropriate while working.
1.12 The workmen of the contractor must wear fire retardant boiler suit/overall while working in MDL premises. The Sub-contractor shall be required to provide their workmen with Boiler suits of suitable colour with name of the contractor on the boiler suits in prominent letters.
1.13 The contractor should ensure that First Aid boxes are provided at the work place.
1.14 Do not leave tools/items on the floor or where they can fall on people below.
1.15 On completion of work in any location, the contractor must ensure that the place is left in a clean state and all scrap is disposed to nearby appropriate scrap bins.
1.16 All storage container must be clearly marked indicating the nature of contents.
1.17 No one except Driver (Operator) is allowed to ride/drive Jumbo/forklift/Powered trolleys/Crane etc.

Mazagon Dock Shipbuilders Limited		Title: Safety Instruction for Sub-Contractor		
Doc. No.	Issue No	Issue Date	Revision No	Revision Date
SB-Works/Safety/01	01	03.08.2022	00	-

1.18 The contractor should ensure that adequate fire extinguishing arrangements are provided.

1.19 Action by person noticing Fire:
- Attempt to extinguish the fire with available fire-fighting equipment nearby.
- Operate fire alarm system or inform to fire station.

1.20 In order to ensure safety in all hazardous jobs such as excavation, work at height, fragile roof, work in confined spaces, on-board welding and gas cutting, electrical works etc., safety permit should be taken from authorize person.

3. Personnel Protective Equipment and other Safety Accessories:

All the contractors' employees shall wear the PPE's and other safety accessories relevant to the work. All safety equipment/accessories should confirm to the relevant Indian or International Standards e.g. ISI, BS, DIN, EN-ISO, ANSI and CE. The PPE matrix is as detailed below:

Sl. No.	Description of Activity	PPE's & Other essential Safety accessories to be used
1	Welding/Gouging	Boiler Suit, Helmet, Hand Gloves, Leg Guard, Face Shield with glass, Leather Aprons, Leather Sleeves, Skull Cap, Safety Shoe, Mask, ear plug etc.
2	Gas Cutting/Gas Welding	Boiler Suit, Helmet, Hand Gloves, Leg Guard, Cutting Goggle with glass, Leather Aprons, Skull Cap, Safety Shoe, Spark Light, ear plug, Tip Cleaner, Mask, Flash back arrestor etc.
3	Blasting & Painting	Boiler Suit, Helmet, Hand Gloves, Goggle, Leather Sleeves, Safety Shoes, Respiratory Mask, Apron, Ear Plug etc.
4	Manual Lifting	Boiler Suit, Helmet, Hand Gloves, Safety Shoe etc.
5	Working at Height	Boiler Suit, Helmet, Hand Gloves, Safety Shoe, Full Body Safety Harness etc.
6	Working on Fragile Roof	Helmet, Hand Gloves, Safety Shoe, Full Body Safety Harness, Scrawling Board, Duck Ladder, Lifeline system etc.
7	Working in Confined Spaces	Boiler Suit, Helmet, Hand Gloves, Safety Shoe, Respiratory Mask, Portable light, ear plug, Multi Gas Detector, Fume extractors etc.
8	Material Movement/Lifting/Turning	Boiler Suit, Helmet, Hand Gloves, Safety Shoe, Slings/Tackles/Shackles, Mask etc.

Mazagon Dock Shipbuilders Limited		Title: Safety Instruction for Sub-Contractor		
Doc. No.	Issue No	Issue Date	Revision No	Revision Date
SB-Works/Safety/01	01	03.08.2022	00	-

Sl. No.	Description of Activity	PPE's & Other essential Safety accessories to be used
9	Grinding	Boiler Suit, Helmet, Hand Gloves, Face Shield, Skull Cap, Safety Shoe, Mask, Ear Plug etc.
10	Machining	Boiler Suit, Helmet, Hand Gloves, Face Shield/Google, Safety Shoe, Mask, Ear Plug etc.
11	Civil Construction	Boiler Suit, Helmet, Hand Gloves, Safety Shoe, Gum boots, Mask, Ear Plug etc.

4. Safety Guidelines:

4.1 <u>Safety during Cutting & Welding:</u>

4.1.1 Electrode Welding Holders, Gas Cutting Torches, Pressure Gauges, Welding Cables, Gouging torches, Gas Cutting Hoses etc. shall be of good quality confirming to relevant IS or EN standards with the relevant IS or EN stamping.

4.1.2 All welding and cutting operations must be carried out by qualified personnel while working inside the yard.

4.1.3 Welding machine should be properly earthed and secured.

4.1.4 Portable oven used on job should run with 110V power supply only.

4.1.5 Flash back arrestors shall be used for both on the cylinder/pipeline end as well as the cutting torch end. The flash back arrestor shall confirm to the relevant IS or EN standards with the relevant IS or EN stamping.

4.1.6 The Cylinders shall be kept upright during use and transportation. All industrial gas cylinders shall have Cylinder Cap/Guard for protection.

4.1.7 All Industrial gas cylinders shall be properly secured during use and storage.

4.1.8 When the cylinders are not in use, the valves must be closed. Prior to fitting the regulator, the valve should be opened slightly to blow away any dust or grit from the valve.

4.1.9 Metal wires shall not be used for connecting gas hoses with gas cutting torches, pressure gauges/regulators and for joining gas hoses with connectors.

4.1.10 The firm must ensure that the welding cables and gas hoses are well maintained and replaced if required.

4.1.11 All welding cables shall be fully insulated and periodically check for cuts and any damages.

4.1.12 Only Spark lights shall be used to ignite flame while using gas cutting/welding torches.

Mazagon Dock Shipbuilders Limited		Title: Safety Instruction for Sub-Contractor		
Doc. No.	Issue No	Issue Date	Revision No	Revision Date
SB-Works/Safety/01	01	03.08.2022	00	-

4.1.13 All cutting equipment should be removed/shifted from compartments and confined spaces to open decks during breaks and at end of shift.

4.1.14 Gas hoses shall be disconnected from the manifold/cylinder after stoppage of work on the day.

4.1.15 All welding and cutting operations carried on in confined spaces shall be adequately ventilated to prevent the accumulation of toxic materials or possible oxygen deficiency.

4.2 Safety while Material Handling/Lifting and Turning:

4.2.1 All lifting slings/tackles/shackles shall be tested and certified with competent Authorities and shall be visually checked periodically for fitness for use.

4.2.2 All lifting equipment must be tested once in a year.

4.2.3 Use correct lifting hooks, ensure they are load tested.

4.2.4 Avoid manual handling operations as far as possible to minimize the risk of injury.

4.2.5 Position the lifting hook over the load as to prevent the load swinging when it is raised.

4.2.6 Ensure only competent persons are allowed to operate cranes.

4.2.7 Crane operators must only take Instruction from designated rigger.

4.2.8 Crane should not be left unattended unless all loads have been removed.

4.2.9 Leather gloves should be worn when working with sharp materials or when handling rigging equipment.

4.2.10 Crane/Rigging equipment shall not be loaded in excess of its recommended safe working load.

4.2.11 All employees shall be kept clear of loads about to be lifted and of suspended loads. No employee shall be allowed under a suspended load.

4.2.12 The proper methods of securing the load, attaching the load to the hook, lifting the load, handling of the load during the movement of the load and lowering and placement of load should be used.

4.3 Safety while working on height:

Working at height means working on 1.8 meters or above height (i.e. working on platform, stage, scaffolding).

4.3.1 Before starting work ensure that the supervisor is available at site and he has got the work permit issued by the authorised person.

4.3.2 Use a sufficient supply of sound staging material and appliances for the construction of scaffolding.

4.3.3 All planks and other materials intended to be used for staging shall be carefully examined before being taken into use.

4.3.4 The Contractor shall ensure the use of sufficiently strong scaffolding with sufficiently strong hand railings during the execution of the job.

4.3.5 The Contractor shall ensure the use of scaffoldings at construction site by his personnel working at height, fabricated as per standard drawing for scaffolding. If the scaffolding as per the standard drawing is not found suitable at site, the Contractor shall make necessary modification to strengthen the same.

4.3.6 All planks forming staging shall be securely fastened to prevent them from slipping.

4.3.7 All staging to be used in connection with the operation shall be inspected before use, and thereafter at regular intervals.

4.3.8 There should not be any gaps in the working platform.

4.3.9 Stages suspended by ropes or chains shall be secured as far as possible to prevent them from swinging.

4.3.10 Hand rails with mid rails at one meter and half meter height should be ensured for the working platform.

4.3.11 Access ladders shall be provided to reach the working platform.

4.3.12 All ladders must be provided with non-skid shoes.

4.3.13 Regular inspection of scaffolding and staging are to be carried out.

4.3.14 While working on such job every workman must wear Full Body Safety Harness.

4.3.15 For any civil engineering job, the Contractor will provide adequate support before casting or any superstructure and provide approach, scaffolding etc., in such a manner that is safe, easy for movement of men, women and materials.

4.4 Hand Tools and Power Tools:

4.4.1 Tools shall be manufactured from the best materials by reputed tool companies with confirming to and stamped by the relevant Indian or International Standards e.g. IS, DIN, EN-ISO, ANSI and CE.

4.4.2 All power hand tool like grinder, weld flux remover etc. used onboard or inside the workshop must be run on either 110V power supply or by compressed air.

4.4.3 All compressed air hose must have standard hose coupling for fittings.

4.4.4 Compressed air tools, while under pressure, must not be left unattended.

4.4.5 All connections to air tools shall be made secure before turning on air pressure.

4.4.6 When working at elevated location, all tools should be placed in tool box to prevent loose tools being dropped from the heights.

4.4.7 Wooden shaft must be of correct size and securely fixed to the hammer head with fitting wedges. The face of hammers should be kept clean and in good condition (Not mushroomed).

4.4.8 A file must be used with proper handle fitting and to maintain files when clogged with filings clean out the teeth with a file card or fine wire brush.

4.4.9 When using a screwdriver, make sure that the blade fits the slot in the screw properly. Too large or too small a blade will damage the screw and not work efficiently.

4.4.10 Select the correct hacksaws blades to carried out work and blade should always be correctly tensioned in the frame. After use when the hacksaw is to be stored, the tension on the blade should be released.

4.4.11 Always select a spanner which exactly fits the nut or bolt head, never use packing pieces to make the spanner fit. Piece of pipe or similar device must not be placed over the end of spanners as extensions to increase the torque.

4.4.12 All electrical hand tools shall be of double insulated and fiber body type.

4.4.13 The RPM of grinding machine should be lower than the RPM of the grinding disk/wheel.

4.4.14 Do not use a portable power tool (such as saw, grinder and drill) unless its dangerous parts have been effectively guarded.

4.4.15 Electrical tools shall not be used where there is hazard of flammable vapours, gases, or dusts without a valid Hot Work Permit.

4.4.16 Do not use compressed air/Oxygen to clean off overalls or clothing.

5. Electrical Safety:

5.1 The Contractor shall engage qualified, experienced and competent electricians and other electrical personnel while working on electrical lines (which may be High Tension, Medium Tension and Low Tension electrical lines) for safe execution of Contract.

5.2 The electricians and other electrical personnel must possess requisite certificate issued from competent authority.

5.3 The Contractor shall ensure proper earthing of all electrical equipment/machinery prior to start of the machine.

5.4 The Contractor shall also ensure daily examination of the earthing of equipment/machinery prior to start of the job in order to avoid electrical hazards.

5.5 The Contractor shall ensure use of proper cable (may be welding cable or power cable or control cable). The joints of the cables shall be perfectly insulated.

5.6 The Contractor shall also ensure the use of proper plugs & sockets.

5.7 Use of rubber hand gloves during monsoon season is very essential.

5.8 Repair and routine maintenance of electrical equipment shall be carried out by trained and qualified electricians.

Mazagon Dock Shipbuilders Limited		Title: Safety Instruction for Sub-Contractor		
Doc. No.	Issue No	Issue Date	Revision No	Revision Date
SB-Works/Safety/01	01	03.08.2022	00	-

5.9 In case of Electrical work contract, the contractor shall have valid electrical License issued by PWD or any Govt. organization or shall have a valid MOU with the licensed contractor.

5.10 For onboard work, only 110V AC supply will be provided.

8. **Safety while Working on Fragile Roof and Pitched Roof:**

8.1 Do not step on any sheet without obtaining proper safety training.

8.2 Before starting work (i.e. before climbing on the access ladder) ensure that the supervisor is available at site and he has got the work permit issued by the authorised person.

8.3 Intimation shall be given to shop In-charge along with height permit, before going to roof of workshop.

8.4 Use suitable and sufficient access ladders, cat ladders, crawling boards, duck ladders etc. and fix them properly on the roof.

8.5 Use Full Body Safety Harness and anchor them properly with the anchorage points on the roof or to the lifeline available on roof or fall protection device.

8.6 Never step directly on any part of the roof. Always walk or step only on the ladders.

8.7 It is not safe anytime to walk on purlins. Do avoid it. Do not run on roof.

8.8 It is necessary to walk on ladders (and not on roof directly) while transporting these sheets on roof.

8.9 While working on the roof, ensure that no loose items are dropped down.

8.10 Always use suitable and strong ropes for taking sheets from ground to the roof.

8.11 Never leave any loose items (tools, cut sheets, broken sheets) on the roof after the work is over.

8.12 Never use any electrical equipment without proper earthing.

8.13 Ensure sufficient illumination while you are working on the fragile roof.

9. **Safety while working in Confined Spaces:**

9.1 Before starting work ensure that the supervisor is available at site and he has got the work permit issued by the authorised person.

9.2 Prepare adequate emergency arrangements before the work starts.

9.3 Testing the air is necessary to check before starting the work that it is free from both toxic and flammable gas/vapours and that it is fit to breathe. Testing should be carried out by a competent person using a suitable gas detector which is correctly calibrated.

9.4 Proper ventilation arrangement should be made before starting the work.

9.5 Adequate light arrangement should available.

9.6 Use only 110V power supply while working in confined space.

9.7 When work is being carried out in a confined space, another person should be assigned to outside the confined space to maintain communication with the worker inside. Sufficient number of rescue personnel should also be made available outside the confined space. These persons need to be properly trained in rescues, physically fit and readily available to carry out rescue tasks, and capable of using any rescue tools.

Mazagon Dock Shipbuilders Limited		Title: Safety Instruction for Sub-Contractor		
Doc. No.	Issue No	Issue Date	Revision No	Revision Date
SB-Works/Safety/01	01	03.08.2022	00	-

10. **Safety while Blasting and Painting Operations:**

10.1 Suitable blasting suits and hoods with coolant tube shall be used while carrying out blasting operations.
10.2 Immediate removal of spillage. Good housekeeping standards must be maintained at all times.
10.3 The contractor shall ensure that paint handed over to it for usage is safely stored in a suitable container.
10.4 Never allow Naked flames - matches - cigarettes -in the same area where paint is being applied or stored.
10.5 Airless spray must always be earthed as static electricity can develop within the system and be the cause of explosion.
10.6 All couplings must be of a close fit, especially on high pressure equipment. Replace damaged hoses.
10.7 The contractor shall ensure that its personnel have minimum contact of paint with skin.
10.8 Hand Gloves, Safety Shoes and eye protection must always be worn during work.
10.9 Usage of a suitable barrier cream on exposed skin must be considered.
10.10 Air fed hood/mask or respirator in confined spaces must be used.
10.11 Safe access and adequate lighting must be ensured.
10.12 Blasting proof, light and portable lamps shall be provided for the blasting operations inside of tanks and compartments.
10.13 The area where blasting or painting is being carried out must be provided with proper, visible safety barriers or signs.
10.14 Tarpaulins and other coverings should be used to cover dry dock channels / pump pits, compressor house, nearby electrical installation, machines and equipment which may otherwise be affected by blasting or painting operations.
10.15 Cleaning of the slipway, dry-dock, surrounding areas, machines and equipments, etc. of dust immediately after blasting has taken place.
10.16 Removal of spent/excess and reusable grits and empty paint drums.

11. **Safety at Civil Construction Sites**

11.1 The rock blaster should be a qualified and competent person for carrying out blasting work.
11.2 Before blasting, sufficient warning should be given to enable the people working in the area to get off the danger zone at least 10 minutes before the blasting starts.
11.3 Care should be taken that the blasting point is free of detonating gas, inflammable objects, sparking or damage wiring system, stray currents.
11.4 Underground utilities (such as water pipelines, sewers, gas mains, electrical conduit system) should be located and protected, wherever necessary, before the start of excavation.

Mazagon Dock Shipbuilders Limited		Title: Safety Instruction for Sub-Contractor		
Doc. No.	Issue No	Issue Date	Revision No	Revision Date
SB-Works/Safety/01	01	03.08.2022	00	-

11.5 Measures should be taken to prevent persons who are not engaged in excavation work, from approaching excavation areas by placing warning signals, barricades etc. near the site of the excavation.

11.6 Excavated material should not be dumped within 1.5 m of the edges or half of the depth of the trench whichever is more.

11.7 Shoring (supporting the sides of the trench) and/or proper slopes to the trench walls should be provided.

11.8 Ladder access at suitable intervals with proper support in the trench should be provided and ladder should extend above the ground level.

11.9 Dewatering provisions should be considered while excavating a trench near a water body.

11.10 Temporary electrical connections provided in the trench area should be in compliance to the requirements of the Indian Electricity Act, Rules and Regulations.

11.11 Proper barricading of trenches with warning signals should be provided.

11.12 At all approaches and exits of the sites of excavations, danger and warning signals should be placed.

11.13 Excavation area should be adequately lighted for night work.

11.14 Test for oxygen level inside the shaft before start of work every day.

11.15 Effective communication system between the ground staff & the persons working in the shaft should always be there to ensure safe working environment.

11.16 The excavated material should be dumped sufficiently away from the edge of the excavated pit to avoid the excavated material slipping and falling into the pit.

11.17 Guard rails should be fitted to the working platform and should be secured to prevent their outward movement. The platform should be strong enough to bear the loads of workmen & materials.

11.18 Persons should not be allowed to work under the scaffold and if at all it is necessary to carry out work, then safety net should be provided to arrest the fall of materials & tools.

11.19 Safe access should be provided to the structures under erection.

11.20 Structures/ platforms should not have openings uncovered/unbarricaded.

11.21 Working under the structure should be prevented and if at all it is necessary to carry out work, then safety net should be used to arrest the fall of materials & tools.

11.22 In order to avoid the workers from being in contact with the moving parts of machinery such as conveyors, screens etc. machine guarding should be provided.

11.23 Health hazard from cement dust or wet cement should be controlled by avoiding engagement of workers in dusty areas and ensuring usage of PPEs especially filter respirators, goggles, gloves and boots.

11.24 When workmen are working/cleaning the inside of the drum of mixer, the power of mixer should be switched off and "Do not operate" tag should be provided.

11.25 Every opening in the floor of a building should be provided with suitable fencing/railing of one-meter height on all exposed sides with toe guard of 15 cm vertical height. Where barricades cannot be installed, safety net should be installed close to the level at which there is a danger of a fall.

11.26 All temporary wiring should be installed and supervised by a competent electrician.

Mazagon Dock Shipbuilders Limited		Title: Safety Instruction for Sub-Contractor		
Doc. No.	Issue No	Issue Date	Revision No	Revision Date
SB-Works/Safety/01	01	03.08.2022	00	-

11.27 Adequate protection should be provided for all electrical wiring laid on floor which may be crossed over by construction machinery or by the workmen.

11.28 Suitable warning signs should remain displayed at conspicuous places to alert the workers of the potential dangers and to protect them from the risks of electrical accidents.

11.29 All necessary rescue equipment such as life buoys and life jackets should be provided and kept available for use at any time while working in and around water bodies.

11.30 Dispose all wastes, and unwanted materials must be disposed of at a designated place.

11.31 Do not leave planks with nails on passageways.

Enclosure:- 11

PROFORMA BANK GUARANTEE FOR BID BOND / EMD

IN CONSIDERATION OF MAZAGON DOCK SHIPBUILDERS LIMTED, a company incorporated under the Companies Act 1956 and having its registered office at Dockyard Road, Mumbai 400010 (hereinafter referred to as the "the Company" which expression shall, unless it be repugnant or contrary to the subject or context thereof, be deemed to mean and include its successors and assigns) having agreed to accept the Earnest Money Deposit (EMD) of Rs----------(Rupees----------only) in the form of Bank Guarantee from Messer's ..... a partnership firm/sole proprietor business/a company registered under the Companies Act, 1956 having its office at .....(hereinafter called " the tenderer" which expression shall, unless it be repugnant or contrary to the subject or context thereof, be deemed to mean and include its successors and assigns) for participating in the Tender no.....dated..... (Hereinafter called "the tender" which expression shall include any amendments/alterations to "the tender" issued by "the Company") for the supply, delivery at site, installation and commissioning of certain equipment, item/services/civil works etc., We, ...

..... Bank having office at ..... (Hereinafter referred to as "the Bank" which expression shall include its successors and assigns) hereby agree to pay to the Company without any demur on first demand an amount not exceeding Rs..... (Rupees.....only) against any loss or damage, costs, charges and expenses caused to or suffered by the Company by reason of non-performance and non-fulfilment or for any breach on the part of the tenderer of any of the terms and conditions of the said tender.

2. We, ... Bank further agree that the Company shall be sole judge whether the said tenderer has failed to perform or fulfil the said tender in terms thereof or committed breach of any terms and conditions of the tender the extent of loss, damage, cost, charges and expenses suffered or incurred or would be suffered or incurred by the Company on account thereof and we waive in the favour of the Company all the rights and defences to which we as guarantors may be entitled to.
3. We, ... Bank further agree that the amount demanded by the Company as such shall be final and binding on the Bank as to the Bank 's liability to pay and the amount demanded and the Bank undertake to pay the Company the amount so demanded on first demand and without any demur notwithstanding any dispute raised by the tenderer or any suit or other legal proceedings including arbitration pending before any court, tribunal or arbitrator relating thereto, our liability under this guarantee being absolute and unconditional.
4. We, ... Bank further agree with the Company that the Company shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said tender/or to extend time of performance by the tenderer from time to time or to postpone for any time to time any of the powers exercisable by the Company against the tenderer and to forbear to enforce any of the terms and conditions relating to the tender and we shall not be relieved from our liability by reason of any such variation or extension being granted to the tenderer or for any forbearance, act or omission on the part of the Company or any indulgence by the Company to the tenderer or by any such matter or things whatsoever which under the law relating to sureties would have the effect of relieving us.
5. We, ... Bank further undertake not to revoke this guarantee during its currency except with the previous consent of the Company in writing.
6. We, ... Bank also agree that the Bank's liability under this guarantee shall not be affected by any change in the constitution of the tenderer or dissolution or winding up of the business of the tenderer.
7. Notwithstanding anything contained herein above:

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

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

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

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

For ..... Bank (by its constituted attorney or the person authorised to sign)

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

Enclosure:- 12

SCOPE OF WORK

RT/X-ray Accessories (CR Phantom & Duplex image Quality indicator) for RT inspection.

AI enabled computerised Radiography non- destructive testing (CR NDT) equipment for the RT inspection. CR NDT do not use conventional IQI for the film. For certifying the process CR Phantom and Duplex IQI are required along with the required accessories. As per ISO 19232-5, ASTM E2445, ISO 16371 & other equivalent code duplex, IQI (image Quality Indicator) & accessories are required to assess image Un-sharpness, basic spatial resolution, simulating the material in case of digital/CR RT.

अभिषेक चौधरी
ASHISHEK CHAUDHARI
मुख्य प्रबंधक (जहाज निर्माण-गुणवत्ता नियंत्रण)
CHIEF MANAGER (SB-QC)
माझगाँव डॉक शिपबिल्डर्स लिमिटेड
MAZAGON DOCK SHIPBUILDERS LIMITED

विनोद कुमार पारकेवार
VINOD KUMAR PARKEWAR
उप महाप्रबंधक (ज.नि.गु.आ / एन.डी.टी.)
DY. GENERAL MANAGER (SB-QA / NDT)
माझगाँव डॉक शिपबिल्डर्स लिमिटेड
MAZAGON DOCK SHIPBUILDERS LIMITED
MUMBAI - 400010

Enclosure:- 13

SCOPE OF WORK / TECHNICAL SPECIFICATION ACCEPTANCE LIST

The vender shall fill in this form the ACCEPTANCE of their bid from the requirements as stated in SOW / Tech. Specification.
If all clauses of SOW / TSP are accepted, Supplier shall fill "Accepted" in the Acceptance / Non acceptance column. Submission of this document dully filled in, signed and affix with Company's seal, along with technical offer is mandatory.

SR. No.	SOW / Technical Spec Clause No.	SOW / Technical Spec Requirement	Acceptance / Non-Acceptance with reason (if any)