

Mazagon Dock Shipbuilders Limited

Single tender (Single-Bid System)

SERVICE LEVEL AGREEMENT Tender Enquiry Form (TEF)

DEPARTMENT- Outsourcing Department

MAZAGON DOCK SHIPBUILDERS LIMITED (MDL), Mumbai India, a premier Warship building, Ship repair, Submarine Construction & Refits and Heavy Engineering Company owned by Government of India under Ministry of Defence invites bid in SINGLE BID SYSTEM (Techno Commercial Bid and Price Bid) from **single nominated** firm only.

This is a Single Tender enquiry for "M/s Galbro Ispat Galvanizer Pvt Ltd." nominated by MDL. Unsolicited bids submitted by all other vendors will be summarily rejected.

Tender opening: Technical bid and Price Bid will be opened immediately after the tender closing date and time through GEM portal. Bidders can view details of quotation received against tender after tender opening on GEM website.

Subject: - Galvanisation & De- Galvanisation of 126 Nos Pipes from Single nominated firm.

1. Description:

Galvanisation & De- Galvanisation of 126 Nos Pipes from Single nominated firm.

Detailed scope of work is enclosed at the enclosure.

Scope of Work

PR. Sr. No	Description	Qty	Unit	Code
100	DeGalvanisation			
10	STARBOARD INTERNAL EXHAUST VALVE LINER	1	Nos	Code: BQ00001L
20	PORT INTERNAL EXHAUST VALVE LINER	1	Nos	Code: BQ00002L
30	JOIN PIECE PORT/STARBOARD EXHAUST CIRCUITS	1	Nos	Code: BQ20004
40	PORT LINE EXHAUST SILENCER	1	Nos	Code: BQ00230
50	STARBOARD EXHAUST SILENCER	1	Nos	Code : BQ00241
60	SUCTION PIPE OF SEA WATER PUMP	1	Nos	Code: BM50006M1
70	SUCTION PIPE OF SEA WATER PUMP	1	Nos	Code: BM50007M1
80	SUCTION PIPE OF SEA WATER PUMP	1	Nos	Code: BM50007M2
90	SUCTION PIPE OF SEA WATER PUMP	1	Nos	Code: BM50007M3
100	EXHAUST MANIFOLD COOLING PIPE	1	Nos	Code: BM50020M1
110	EXHAUST COOLING PIPE	1	Nos	Code: BM50035M1
120	SUCTION PIPE FROM SEA WATER PUMP	1	Nos	Code: BM50036M1
130	SUCTION PIPE FROM SEA WATER PUMP	1	Nos	Code: BM50037M1
140	SUCTION PIPE FROM SEA WATER PUMP	1	Nos	Code: BM50037M2

150	SUCTION PIPE FROM SEA WATER PUMP	1	Nos	Code: BM50037M3
160	EXHAUST COOLING PIPE	1	Nos	Code: BM50065M1
170	EXHAUST COOLING PIPE	1	Nos	Code: BM50065M2
180	HULL VALVE COOLING PIPE	1	Nos	Code: BM50121M
190	EXHAUST MANIFOLD COOLING PIPE	1	Nos	Code: BM50200M1
200	EXHAUST MANIFOLD COOLING PIPE	1	Nos	Code: BM50200M2
210	HULL VALVE COOLING PIPE	1	Nos	Code: BM50202M
220	DISCHARGE PIPE FROM SEA WATER PUMP	1	Nos	Code: BM50305M1
230	DISCHARGE PIPE FROM SEA WATER PUMP	1	Nos	Code: BM50305M2
240	DISCHARGE PIPE FROM SEA WATER PUMP	1	Nos	Code: BM50305M3
250	DISCHARGE PIPE FROM SEA WATER PUMP	1	Nos	Code: BM50305M4
260	DISCHARGE PIPE FROM SEA WATER PUMP	1	Nos	Code: BM50305M5
270	DISCHARGE PIPE FROM SEA WATER PUMP	1	Nos	Code: BM50305M6
280	DISCHARGE PIPE FROM SEA WATER PUMP	1	Nos	Code: BM50305M7
290	OUTLET PIPE OF SEA WATER PUMP	1	Nos	Code: BM50316M1
300	OUTLET PIPE OF SEA WATER PUMP	1	Nos	Code: BM50316M2
310	OUTLET PIPE OF SEA WATER PUMP	1	Nos	Code: BM50316M3
320	OUTLET PIPE OF SEA WATER PUMP	1	Nos	Code: BM50316M4
330	OUTLET PIPE OF SEA WATER PUMP	1	Nos	Code: BM50316M5
340	OUTLET PIPE OF SEA WATER PUMP	1	Nos	Code: BM50316M6
350	OUTLET PIPE OF SEA WATER PUMP	1	Nos	Code: BM50316M7
360	STARBOARD EXTERNAL EXHAUST PIPE	1	Nos	Code: BQ50003E
370	ND250 PORT EXTERNAL EXHAUST PIPE	1	Nos	Code: BQ50004E
380	EXTERNAL STARBOARD EXHAUST PIPE	1	Nos	Code: BQ50005E
390	ND250 PORT EXTERNAL EXHAUST PIPE	1	Nos	Code: BQ50006E
400	STARBOARD EXTERNAL EXHAUST PIPE	1	Nos	Code: BQ50007E1
410	STARBOARD EXTERNAL EXHAUST PIPE	1	Nos	Code: BQ50007E2
420	STARBOARD EXTERNAL EXHAUST PIPE	1	Nos	Code: BQ50007E3
430	ND250 PORT EXTERNAL EXHAUST PIPE	1	Nos	Code: BQ50008E1
440	ND250 PORT EXTERNAL EXHAUST PIPE	1	Nos	Code: BQ50008E2
450	ND250 PORT EXTERNAL EXHAUST PIPE	1	Nos	Code: BQ50008E3
460	STARBOARD SURFACE EXHAUST PIPE	1	Nos	Code: BQ50009E1
470	ND250 SNORKEL EXHAUST PIPE	1	Nos	Code: BQ50010E
480	ND350 SNORKEL EXHAUST	1	Nos	Code: BQ50012E1
490	ND350 SNORKEL EXHAUST PIPE	1	Nos	Code: BQ50012E2
500	EXTERNAL STARBOARD EXHAUST PIPE	1	Nos	Code: BQ50013E
510	ND250 PORT SURFACE EXHAUST PIPE	1	Nos	Code: BQ50014E1
520	PORT LINE EXHAUST DRAIN PIPE	1	Nos	Code: BQ50018E1
530	PORT LINE EXHAUST DRAIN PIPE	1	Nos	Code: BQ50020E1
540	PORT LINE EXHAUST DRAIN PIPE	1	Nos	Code: BQ50020E2
550	PORT LINE EXHAUST DRAIN PIPE	1	Nos	Code: BQ50020E3
560	PORT LINE EXHAUST DRAIN PIPE	1	Nos	Code: BQ50020E4
570	STARBOARD EXHAUST DRAIN PIPE	1	Nos	Code: BQ50021E1
580	PORT LINE EXHAUST DRAIN PIPE	1	Nos	Code: BQ50022E
590	STARBOARD EXHAUST DRAIN PIPE	1	Nos	Code: BQ50023E
600	PORT LINE EXHAUST DRAIN PIPE	1	Nos	Code: BQ50024E
610	STARBOARD EXHAUST DRAIN PIPE	1	Nos	Code: BQ50025E1
620	STARBOARD EXHAUST DRAIN PIPE	1	Nos	Code: BQ50025E2

630	PORT LINE EXHAUST DRAIN PIPE	1	Nos	Code: BQ50026E1
640	PORT LINE EXHAUST DRAIN PIPE	1	Nos	Code: BQ50026E2
650	STARBOARD EXHAUST DRAIN PIPE	1	Nos	Code: BQ50095E1
660	STARBOARD EXHAUST DRAIN PIPE	1	Nos	Code: BQ50095E2
670	STARBOARD EXHAUST DRAIN PIPE	1	Nos	Code: BQ50095E3
680	STARBOARD EXHAUST DRAIN PIPE	1	Nos	Code: BQ50095E4
690	STARBOARD EXHAUST DRAIN PIPE	1	Nos	Code: BQ50097E1
700	PORT LINE EXHAUST DRAIN PIPE	1	Nos	Code: BQ50262E
710	PORT LINE EXHAUST DRAIN PIPE	1	Nos	Code: BQ50264E
720	PORT LINE EXHAUST DRAIN PIPE	1	Nos	Code: BQ50266E
730	PORT LINE EXHAUST DRAIN PIPE	1	Nos	Code: BQ50270E
740	STARBOARD EXHAUST DRAIN PIPE	1	Nos	Code: BQ50271E
750	STARBOARD EXHAUST DRAIN PIPE	1	Nos	Code: BQ50273E
760	STARBOARD EXHAUST DRAIN PIPE	1	Nos	Code: BQ50275E
770	STARBOARD EXHAUST DRAIN PIPE	1	Nos	Code: BQ50283E
780	BALLAST TANK 1 AIR VENT RISER	1	Nos	Code: DB50001M
790	PORT BALLAST TANK 2 AIR VENT RISER	1	Nos	Code: DB50002M1
800	PORT BALLAST TANK 3 AIR VENT RISER	1	Nos	Code: DB50003M1
810	DRAIN TRUNKINGS AIR TANK 4BD	1	Nos	Code: DB50004M1
820	PORT BALLAST TANK 2 AIR VENT RISER	1	Nos	Code: DB50012M1
830	STARBOARD BALLAST TANK 3 AIR VENT RISER	1	Nos	Code: DB50013M1
840	DRAIN TRUNKINGS AIR TANK 4TD	1	Nos	Code: DB50014M1
850	BALLAST TANK 1 AIR TANK RISER	1	Nos	Code: DB50241M1
860	DSRV PLATFORM DRAIN PIPING SYSTEM	1	Nos	Code: EQ50007M1
870	DSRV PLATFORM DRAIN PIPING SYSTEM	1	Nos	Code: EQ50007M2
880	DSRV PLATFORM DRAIN PIPING SYSTEM	1	Nos	Code: EQ50007M3
890	INTERNAL SUBSECTION	1	Nos	Code: HP50006M
900	REGULATING TANK INLET PIPE	1	Nos	Code: DM50001M
910	REGULATING TANK INLET PIPE	1	Nos	Code: DM50003M1
920	REGULATING TANK INLET PIPE	1	Nos	Code: DM50003M2
930	REGULATING TANK INLET PIPE	1	Nos	Code: DM50003M3
940	DRAIN-TO-SEA PIPING SYSTEM	1	Nos	Code: DM50007M
950	DRAIN-TO-SEA PIPING SYSTEM	1	Nos	Code: DM50008M1
960	DRAIN-TO-SEA PIPING SYSTEM	1	Nos	Code: DM50008M2
970	DRAIN-TO-SEA PIPING SYSTEM	1	Nos	Code: DM50008M3
980	DRAIN-TO-SEA PIPING SYSTEM	1	Nos	Code: DM50008M4
990	DRAIN-TO-SEA PIPING SYSTEM	1	Nos	Code: DM50008M5
1000	N1 PUMP DISCHARGE PIPE	1	Nos	Code: DM50009M1
1010	REGULATING TANK INLET PIPE	1	Nos	Code: DM50005M1
1020	SEA WATER PIPING SYSTEM	1	Nos	Code: KTBS50001M
1030	SEA WATER PIPING SYSTEM	1	Nos	Code: KT50511M
1040	SEA WATER PIPING SYSTEM	1	Nos	Code: KTBS50002M
1050	SEA WATER PIPING SYSTEM	1	Nos	Code: KT50512M
1060	SEA WATER PIPING SYSTEM	1	Nos	Code: KT50513M
1070	SEA WATER PIPING SYSTEM	1	Nos	Code: KT50514M
1080	SEA WATER PIPING SYSTEM	1	Nos	Code: KT50516M
1090	SEA WATER PIPING SYSTEM	1	Nos	Code: KT50515M
1100	SEA WATER PIPING SYSTEM	1	Nos	Code: KT53511M1

1110	SEA WATER PIPING SYSTEM	1	Nos	Code: KT53512M1
1120	SEA WATER PIPING SYSTEM	1	Nos	Code: KT53513M1
1130	SEA WATER PIPING SYSTEM	1	Nos	Code: KT53514M1
1140	SEA WATER PIPING SYSTEM	1	Nos	Code: KT53515M1
1150	SEA WATER PIPING SYSTEM	1	Nos	Code: KT53515M2
1160	SEA WATER PIPING SYSTEM	1	Nos	Code: KT53516M1
1170	SEA WATER PIPING SYSTEM	1	Nos	Code: KT53516M2
1180	SEA WATER PIPING SYSTEM	1	Nos	Code: KT53711M
1190	SEA WATER PIPING SYSTEM	1	Nos	Code: KT53712M
1200	SEA WATER PIPING SYSTEM	1	Nos	Code: KT53713M
1210	SEA WATER PIPING SYSTEM	1	Nos	Code: KT53714M
1220	SEA WATER PIPING SYSTEM	1	Nos	Code: KT53715M
1230	SEA WATER PIPING SYSTEM	1	Nos	Code: KT53716M
1240	STEEL SLEEVE IN EM CIRCUIT DISCHARGE	1	Nos	Code: EM50001M1
1250	FORGED SPACER PIPE ON SUCTION	1	Nos	Code: EN50080M1
1260	INTERNAL SUBSECTION	1	Nos	Code: HP50002M
200	Galvanisation			

10	STARBOARD INTERNAL EXHAUST VALVE LINER	1	Nos	Code: BQ00001L
20	PORT INTERNAL EXHAUST VALVE LINER	1	Nos	Code: BQ00002L
30	JOIN PIECE PORT/STARBOARD EXHAUST CIRCUITS	1	Nos	Code: BQ20004
40	PORT LINE EXHAUST SILENCER	1	Nos	Code: BQ00230
50	STARBOARD EXHAUST SILENCER	1	Nos	Code : BQ00241
60	SUCTION PIPE OF SEA WATER PUMP	1	Nos	Code: BM50006M1
70	SUCTION PIPE OF SEA WATER PUMP	1	Nos	Code: BM50007M1
80	SUCTION PIPE OF SEA WATER PUMP	1	Nos	Code: BM50007M2
90	SUCTION PIPE OF SEA WATER PUMP	1	Nos	Code: BM50007M3
100	EXHAUST MANIFOLD COOLING PIPE	1	Nos	Code: BM50020M1
110	EXHAUST COOLING PIPE	1	Nos	Code: BM50035M1
120	SUCTION PIPE FROM SEA WATER PUMP	1	Nos	Code: BM50036M1
130	SUCTION PIPE FROM SEA WATER PUMP	1	Nos	Code: BM50037M1
140	SUCTION PIPE FROM SEA WATER PUMP	1	Nos	Code: BM50037M2
150	SUCTION PIPE FROM SEA WATER PUMP	1	Nos	Code: BM50037M3
160	EXHAUST COOLING PIPE	1	Nos	Code: BM50065M1
170	EXHAUST COOLING PIPE	1	Nos	Code: BM50065M2
180	HULL VALVE COOLING PIPE	1	Nos	Code: BM50121M
190	EXHAUST MANIFOLD COOLING PIPE	1	Nos	Code: BM50200M1
200	EXHAUST MANIFOLD COOLING PIPE	1	Nos	Code: BM50200M2
210	HULL VALVE COOLING PIPE	1	Nos	Code: BM50202M
220	DISCHARGE PIPE FROM SEA WATER PUMP	1	Nos	Code: BM50305M1
230	DISCHARGE PIPE FROM SEA WATER PUMP	1	Nos	Code: BM50305M2
240	DISCHARGE PIPE FROM SEA WATER PUMP	1	Nos	Code: BM50305M3
250	DISCHARGE PIPE FROM SEA WATER PUMP	1	Nos	Code: BM50305M4
260	DISCHARGE PIPE FROM SEA WATER PUMP	1	Nos	Code: BM50305M5
270	DISCHARGE PIPE FROM SEA WATER PUMP	1	Nos	Code: BM50305M6
280	DISCHARGE PIPE FROM SEA WATER PUMP	1	Nos	Code: BM50305M7

290	OUTLET PIPE OF SEA WATER PUMP	1	Nos	Code: BM50316M1
300	OUTLET PIPE OF SEA WATER PUMP	1	Nos	Code: BM50316M2
310	OUTLET PIPE OF SEA WATER PUMP	1	Nos	Code: BM50316M3
320	OUTLET PIPE OF SEA WATER PUMP	1	Nos	Code: BM50316M4
330	OUTLET PIPE OF SEA WATER PUMP	1	Nos	Code: BM50316M5
340	OUTLET PIPE OF SEA WATER PUMP	1	Nos	Code: BM50316M6
350	OUTLET PIPE OF SEA WATER PUMP	1	Nos	Code: BM50316M7
360	STARBOARD EXTERNAL EXHAUST PIPE	1	Nos	Code: BQ50003E
370	ND250 PORT EXTERNAL EXHAUST PIPE	1	Nos	Code: BQ50004E
380	EXTERNAL STARBOARD EXHAUST PIPE	1	Nos	Code: BQ50005E
390	ND250 PORT EXTERNAL EXHAUST PIPE	1	Nos	Code: BQ50006E
400	STARBOARD EXTERNAL EXHAUST PIPE	1	Nos	Code: BQ50007E1
410	STARBOARD EXTERNAL EXHAUST PIPE	1	Nos	Code: BQ50007E2
420	STARBOARD EXTERNAL EXHAUST PIPE	1	Nos	Code: BQ50007E3
430	ND250 PORT EXTERNAL EXHAUST PIPE	1	Nos	Code: BQ50008E1
440	ND250 PORT EXTERNAL EXHAUST PIPE	1	Nos	Code: BQ50008E2
450	ND250 PORT EXTERNAL EXHAUST PIPE	1	Nos	Code: BQ50008E3
460	STARBOARD SURFACE EXHAUST PIPE	1	Nos	Code: BQ50009E1
470	ND250 SNORKEL EXHAUST PIPE	1	Nos	Code: BQ50010E
480	ND350 SNORKEL EXHAUST	1	Nos	Code: BQ50012E1
490	ND350 SNORKEL EXHAUST PIPE	1	Nos	Code: BQ50012E2
500	EXTERNAL STARBOARD EXHAUST PIPE	1	Nos	Code: BQ50013E
510	ND250 PORT SURFACE EXHAUST PIPE	1	Nos	Code: BQ50014E1
520	PORT LINE EXHAUST DRAIN PIPE	1	Nos	Code: BQ50018E1
530	PORT LINE EXHAUST DRAIN PIPE	1	Nos	Code: BQ50020E1
540	PORT LINE EXHAUST DRAIN PIPE	1	Nos	Code: BQ50020E2
550	PORT LINE EXHAUST DRAIN PIPE	1	Nos	Code: BQ50020E3
560	PORT LINE EXHAUST DRAIN PIPE	1	Nos	Code: BQ50020E4
570	STARBOARD EXHAUST DRAIN PIPE	1	Nos	Code: BQ50021E1
580	PORT LINE EXHAUST DRAIN PIPE	1	Nos	Code: BQ50022E
590	STARBOARD EXHAUST DRAIN PIPE	1	Nos	Code: BQ50023E
600	PORT LINE EXHAUST DRAIN PIPE	1	Nos	Code: BQ50024E
610	STARBOARD EXHAUST DRAIN PIPE	1	Nos	Code: BQ50025E1
620	STARBOARD EXHAUST DRAIN PIPE	1	Nos	Code: BQ50025E2
630	PORT LINE EXHAUST DRAIN PIPE	1	Nos	Code: BQ50026E1
640	PORT LINE EXHAUST DRAIN PIPE	1	Nos	Code: BQ50026E2
650	STARBOARD EXHAUST DRAIN PIPE	1	Nos	Code: BQ50095E1
660	STARBOARD EXHAUST DRAIN PIPE	1	Nos	Code: BQ50095E2
670	STARBOARD EXHAUST DRAIN PIPE	1	Nos	Code: BQ50095E3
680	STARBOARD EXHAUST DRAIN PIPE	1	Nos	Code: BQ50095E4
690	STARBOARD EXHAUST DRAIN PIPE	1	Nos	Code: BQ50097E1
700	PORT LINE EXHAUST DRAIN PIPE	1	Nos	Code: BQ50262E
710	PORT LINE EXHAUST DRAIN PIPE	1	Nos	Code: BQ50264E
720	PORT LINE EXHAUST DRAIN PIPE	1	Nos	Code: BQ50266E
730	PORT LINE EXHAUST DRAIN PIPE	1	Nos	Code: BQ50270E
740	STARBOARD EXHAUST DRAIN PIPE	1	Nos	Code: BQ50271E
750	STARBOARD EXHAUST DRAIN PIPE	1	Nos	Code: BQ50273E
760	STARBOARD EXHAUST DRAIN PIPE	1	Nos	Code: BQ50275E

770	STARBOARD EXHAUST DRAIN PIPE	1	Nos	Code: BQ50283E
780	BALLAST TANK 1 AIR VENT RISER	1	Nos	Code: DB50001M
790	PORT BALLAST TANK 2 AIR VENT RISER	1	Nos	Code: DB50002M1
800	PORT BALLAST TANK 3 AIR VENT RISER	1	Nos	Code: DB50003M1
810	DRAIN TRUNKINGS AIR TANK 4BD	1	Nos	Code: DB50004M1
820	PORT BALLAST TANK 2 AIR VENT RISER	1	Nos	Code: DB50012M1
830	STARBOARD BALLAST TANK 3 AIR VENT RISER	1	Nos	Code: DB50013M1
840	DRAIN TRUNKINGS AIR TANK 4TD	1	Nos	Code: DB50014M1
850	BALLAST TANK 1 AIR TANK RISER	1	Nos	Code: DB50241M1
860	DSRV PLATFORM DRAIN PIPING SYSTEM	1	Nos	Code: EQ50007M1
870	DSRV PLATFORM DRAIN PIPING SYSTEM	1	Nos	Code: EQ50007M2
880	DSRV PLATFORM DRAIN PIPING SYSTEM	1	Nos	Code: EQ50007M3
890	INTERNAL SUBSECTION	1	Nos	Code: HP50006M
900	REGULATING TANK INLET PIPE	1	Nos	Code: DM50001M
910	REGULATING TANK INLET PIPE	1	Nos	Code: DM50003M1
920	REGULATING TANK INLET PIPE	1	Nos	Code: DM50003M2
930	REGULATING TANK INLET PIPE	1	Nos	Code: DM50003M3
940	DRAIN-TO-SEA PIPING SYSTEM	1	Nos	Code: DM50007M
950	DRAIN-TO-SEA PIPING SYSTEM	1	Nos	Code: DM50008M1
960	DRAIN-TO-SEA PIPING SYSTEM	1	Nos	Code: DM50008M2
970	DRAIN-TO-SEA PIPING SYSTEM	1	Nos	Code: DM50008M3
980	DRAIN-TO-SEA PIPING SYSTEM	1	Nos	Code: DM50008M4
990	DRAIN-TO-SEA PIPING SYSTEM	1	Nos	Code: DM50008M5
1000	N1 PUMP DISCHARGE PIPE	1	Nos	Code: DM50009M1
1010	REGULATING TANK INLET PIPE	1	Nos	Code: DM50005M1
1020	SEA WATER PIPING SYSTEM	1	Nos	Code: KTBS50001M
1030	SEA WATER PIPING SYSTEM	1	Nos	Code: KT50511M
1040	SEA WATER PIPING SYSTEM	1	Nos	Code: KTBS50002M
1050	SEA WATER PIPING SYSTEM	1	Nos	Code: KT50512M
1060	SEA WATER PIPING SYSTEM	1	Nos	Code: KT50513M
1070	SEA WATER PIPING SYSTEM	1	Nos	Code: KT50514M
1080	SEA WATER PIPING SYSTEM	1	Nos	Code: KT50516M
1090	SEA WATER PIPING SYSTEM	1	Nos	Code: KT50515M
1100	SEA WATER PIPING SYSTEM	1	Nos	Code: KT53511M1
1110	SEA WATER PIPING SYSTEM	1	Nos	Code: KT53512M1
1120	SEA WATER PIPING SYSTEM	1	Nos	Code: KT53513M1
1130	SEA WATER PIPING SYSTEM	1	Nos	Code: KT53514M1
1140	SEA WATER PIPING SYSTEM	1	Nos	Code: KT53515M1
1150	SEA WATER PIPING SYSTEM	1	Nos	Code: KT53515M2
1160	SEA WATER PIPING SYSTEM	1	Nos	Code: KT53516M1
1170	SEA WATER PIPING SYSTEM	1	Nos	Code: KT53516M2
1180	SEA WATER PIPING SYSTEM	1	Nos	Code: KT53711M
1190	SEA WATER PIPING SYSTEM	1	Nos	Code: KT53712M
1200	SEA WATER PIPING SYSTEM	1	Nos	Code: KT53713M
1210	SEA WATER PIPING SYSTEM	1	Nos	Code: KT53714M
1220	SEA WATER PIPING SYSTEM	1	Nos	Code: KT53715M
1230	SEA WATER PIPING SYSTEM	1	Nos	Code: KT53716M

1240	STEEL SLEEVE IN EM CIRCUIT DISCHARGE	1	Nos	Code: EM50001M1
1250	FORGED SPACER PIPE ON SUCTION	1	Nos	Code: EN50080M1
1260	INTERNAL SUBSECTION	1	Nos	Code: HP50002M
300 Transportation				
10	Pickup (To and Fro)	5	Trip	
20	Tempo (To and Fro)	5	Trip	
30	Trailer (To and Fro)	5	Trip	

Note: -

Any technical query related to SOW should be forwarded to following:

Mr. Varun Tiwari, Chief Manager (Addl. Project- PP&C).

E-mail: vtiwari@mazdock.com

Or

Mr Pawan Kumar Singh, CM (OTS)

E-mail: pk Singh@mazdock.com

Phone - 022-2376 3627

2. Instructions to the bidder:

- a. Bidders should submit all documents strictly through GeM portal only. Physical copy of the bid will not be accepted except for the physical copies of documents requested in the tender.
- b. In case of supply/services of duplicate / spurious / substandard items by the firm, MDL will resort to prosecution of the firm by legal action with all the stringent measures against the firm for supplying such items which had led to delay of the project of national importance and has endangered the national security. The firm will also be blacklisted in MDL & will be debarred from quoting in future MDL tenders and the same will be intimated to all other public sector undertakings and other Government organization.
- c. Bidders are requested to ensure that only relevant documents complete in all respect as indicated in the tender should be attached with their offer. The first page of every uploaded set of scanned document shall be an index of its contents. In case the offers received against this tender are more than 20, no opportunity will be extended for submission of deficient documents after opening of bids. The evaluation of the offers will be carried out and bidders will be qualified based on the documents received along with their offer.
- d. Delivery date mentioned in the RFQ/Tender is tentative. However, bidders have to follow delivery schedule as per purchase order. Non-compliance of the same beyond the contractual terms may lead to imposition of liquidated damages or cancellation of contract/ Purchase order.
- e. Where requests are made by bidders with reasons for extension of the tender closing date provided such an extension will not adversely affect the project schedule and bidders are instructed for submission of such request in the concerned commercial department at least 2 days in advance excluding the day of tender closing date, amendment to the tender enquiry may be issued.
- f. Any participating firm which has been debarred/blacklisted by Central/State Governments or by any entity controlled by Central/State Governments from participating in any of their project, as on date of submission of Tender, shall not be eligible to submit the Tender.

3. Validity Period of Bid:

Bid shall remain valid for a period of not less than **120 days** after the deadline date for bid submission. Technically accepted bidder shall be given opportunity to accept validity as per the tender in case of shorter validity quoted by him. Non-acceptance there after shall be rejected by MDL as nonresponsive.

4. Delivery Schedule/period:

As per SoW.

5. Contract Period: Contract validity shall be 12 months from PO date.

6. Liquidated Damages:

The job should be completed as per delivery schedule plan issued by MDL. This delivery schedule will be strictly adhered for execution & same will be criteria for LD applicability.

Delay in execution of the released work as per delivery schedule will attract LD at a rate of 0.5% per week up to a maximum of 5% of the total material/service value for the incomplete portion of the allocated work/undelivered materials as per the delivery schedule.

7. Submission of Revised Bids:

The bidders if so desire may modify their bids prior to the closing date and time of the tender enquiry. However, it shall be the responsibility of the bidder to ensure that they have submitted the revised bid in GeM portal.

8. Bid Rejection Criteria:

i) Categorical Rejection Criteria

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

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

ii) Liable for Rejection Criteria:

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

9. Free issue materials:

The firm should submit Indemnity bond along with insurance cover of Rs. 5,61,16,621.88 with beneficiary as MDL for free issue of the materials from MDL. Indemnity Bond on Rs. 500 Non-Judicial Stamp Paper to be submitted as per the format at enclosure.

10. Pricing:

- i) As per GeM terms (Please check carefully for taxes before bidding).
- ii) The quoted prices shall remain firm and fixed during the currency of the order / contract unless agreed otherwise by MDL.
- iii) Bidder shall quote the prices for services indicated / listed in the GeM Bid enquiry for execution of the services complying with the terms and conditions indicated at the Scope of Work.
- iv) The reference price, if any, indicated anywhere in the tender document against each line item is only notional and has no commercial relevance. Therefore, such reference price should not be considered as guidance price and the bidders shall quote their price based on their costing and pricing policies.

11. Firm Price / Price Variation:

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

12. Payment Terms:

- a) **No Advance in any manner will be paid to the Supplier / Bidder / Vendor / Contractor.**
- b) After completion of the work it should be certified by MDL-User not below the rank of Chief Manager.
- c) The payment will be processed within 15 days by way of on submission of bill as reduced by any deductibles and/or the amount leviable towards liquidated damages if any, and against submission of following documents as per the Order / Contract terms.
 - i) Set of Original + 2 Copies of signed Tax Invoice showing item / activity wise prices as per the Contract / Order to be submitted to Outsourcing Department.
 - ii) Signed copy of Work completion certificate by MDL-User not below the rank of Chief Manager.
- d) Part service/delivery and part payment is allowed.

Note:

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 Cr. as per GST Act."

13. Warranty:

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

14. Performance Security (Performance Bank Guarantee cum Security Deposit) in form of e-PBG or Structural Finance Messaging system BG:

- a. Performance Security for an amount equal to 5% of the order value (excluding taxes, duties) payable in Indian Rupees shall be submitted within 25 days of the award of contract. The same should remain valid for a period of completion of all contractual obligations of the supplier, including warranty obligations.
Note: Please refer payment clause towards submission of Performance security and relevant condition.
- b. Please note that MDL does not extend any concession such as exemption in payment of Performance Security Deposit to any organization (Except PSU) irrespective of their status, like registration with MDL, NSIC, SSI, MSE, etc.
- c. No interest will be paid on Performance Security. The performance security will be returned only after successful execution of the order and shall be interest free.
- d. Mode of SD:
 - i. Performance security may be furnished in the form of NEFT / Demand Draft / Pay order / Bank Guarantee / Insurance Surety Bond for Performance Security / e-Bank Guarantee in favour of MAZAGON DOCK SHIPBUILDERS LIMITED, Mumbai from the list of Banks approved by SBI / Canara Bank published on MDL website.
 - ii. In case of Insurance Surety Bond for Performance Security, the insurer (Insurance Company) should be an Indian Insurance Company as defined in section 2(7A) of the Insurance Act, 1938 and insurer should also be registered under the Insurance Act, 1938 to transact the business of general insurance.
 - iii. Performance Security is to be furnished within 25 days after notification of the award of contract
 - iv. In case of Performance security –BG/ Insurance Surety Bond for performance security, the same shall be valid for a period of 60 (sixty) days beyond the date of completion of contract. Bidders to advise their bank/banker to send performance security SD-BG directly to Outsourcing Department to dispense with additional step of verification of authenticity of signatories. No change/modification in the text of the prescribed format of the BG is permissible.

- v. Performance security through NEFT- remittance through Bank: In case of online remittance of performance security amount, scanned image of **Enclosure-8**, duly filled is to be uploaded along with tender. Further, the bidder should specifically mention the details of company name as well as nature of remittance, tender number/order number etc. in the text/narration fields of Bank's NEFT remittance in order to identify the same.
- e. Any delay in submission of performance security SD shall result into charging of interest by MDL on the Contractor, interest is to be recovered for the period starting from 26th day of transmission / notification of order/contract by any mode and amount involved at the relevant rate of interest notified by HoD (Finance). For foreign supplier, it will be EUROBOR/LIBOR plus 2%. For Indian suppliers, it will be SBI BPLR plus 2%.
- f. In case of failure to submit performance security by the supplier within 25 days of transmission / notification of order by any mode, The EMD submitted by contractor will be forfeited and MDL reserves the right to cancel the order and invoke the risk purchase clause.
- g. The performance security will be forfeited and credited to MDL's account in the event of a breach of contract by the contractor. It should be refunded to the contractor without interest, after he duly performs and completes the contract in all respects but not later than 60(sixty) days of completion of all such obligations including the warranty under the contract. Return of Bid/ Performance Securities should be monitored by the senior officers and delays should be avoided.
- h. In case the completion of work is likely to be delayed beyond the Order completion period/Contractual completion period or this period is required to be extended, the Contractor shall have to extend the validity of the Bank Guarantee for SD till such extended period. In case of failure to comply with such extension of the Bank Guarantee for SD by the Contractor, the Bank Guarantee is liable for encashment by MDL.
- i. Non-performance of the Terms & conditions of Order and/or default/breach by the Contractor will result in forfeiture of the SD with application of Risk Purchase provisions.
- j. No exemption can be granted to any unit including MSME, SSI units and MDL Registered suppliers.

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

- a) TReDS is a digital platform to help MSMEs to address their financial needs for facilitating the financing of trade receivables from buyers, through multiple financiers. TReDS is governed by the Reserve Bank of India under the Payment and Settlement Systems Act, 2017 and the Factoring Regulations Act, 2011. Under the TReDS initiative, at present, RBI has given licenses to three participants (A. TReDS Ltd, RXIL, M1 Xchange). MDL is registered for TReDS online platform with A. TReDS Ltd (Invoice Mart), RXIL and M1Xchange to facilitate payments to MSMEs through TReDS. At TReDS, auctioning of invoices at competitive and transparent environment is done by financiers based on Buyer's credit profile.
- b) MSE bidders desirous to receive payments through TReDS platform may avail the facility if they are already registered on TReDS platform or by registering on any one of the service provider. Contact details of TReDS platform service providers are to be indicated. MSE bidders upon successful delivery shall submit their invoices along with the mandated enclosures at MDL, central receipt section. MSE vendors, desirous to receive payments through a particular TReDS platform must submit their TReDS details along with the invoice at MDL, central receipt section. Upon receipt and acceptance of the supplied material and receipt of invoices with the mandated enclosures, MDL shall process the invoice for payment on that particular TReDS platform. Any unfinanced invoices / invoices of MSE bidders seeking payment from MDL directly shall be processed as per the standard payment terms agreed in PO / contract.
- c) As a special gesture, all the above three discounting platforms i.e., M/s. RXIL, Invoice Mart and M1 Exchange have offered waiver of Registration/On boarding fees to MDL vendors.

i) Below are the details of M1xchange:

1. Shaiwal Sinha

Mob: 9599224594 Mail : shaiwal.sinha@m1xchange.com

2. Ankit Singh

Mob : 9800250395 Mail : ankit.singh@m1xchange.com

M1xchange Office address (Mumbai) : A-403, The Qube 4th floor, MV road Marol, Andheri (E) Mumbai – 400059.

ii) Below are the details of rxil:

1. Name of Nodal Officer -: SANTOSH YADAV
 Contact Details/ Mobile Number of Nodal Officer -: +91-9167708156
 Email Id -: santosh.yadav@rxil.in
 Complete address -: Receivables Exchange Of India Limited , 701-702,7th Floor, Supremus, E Wing, I-Think Techno Campus, Kanjurmarg East, Mumbai 400042
2. Name of Nodal Officer -: ANGELIN ANBARASAN
 Contact Details/ Mobile Number of Nodal Officer -: +91-8451975191
 Email Id -: angelin.anbarasan@rxil.in
 Complete address -: Receivables Exchange Of India Limited , 701-702,7th Floor, Supremus, E Wing, I-Think Techno Campus, Kanjurmarg East, Mumbai 400042

16. Taxes and Duties:

- i) Bidders must quote the amounts of Taxes and Duties as applicable, separately, duly indicating the base amount(s) and the applicable rate(s), under each of the heads indicated above. Wherever Exemption Certificates are issued, no liability for payment of taxes and duties arises and hence taxes and duties shall not be reimbursed / allowed.
- ii) Supplier / contractor will not be entitled to any increase in rate of taxes occurring during the period of extended delivery completion schedule if there is delay in supplies / completion attributed to him.
- iii) However, if there is a decrease in taxes, the same must be passed on to MDL.
- iv) Wherever all-inclusive prices are quoted by the Tenderer(s) without bifurcation of tax elements, no escalation can be considered in respect of any variations in statutory levies arising subsequently because of the absence of the required base figures in the purchase order / contract.

Note:

- a) GST shall be payable extra as quoted and agreed as per GST Laws.
- b) In case of purchases of goods/services from unregistered dealers under GST Laws, GST will be paid by MDL under reverse charge mechanism.
- c) Benefits from reduction in rate of tax/ITC is required to be passed on to consumer. Where "applicable GST" has been quoted as extra, Goods and service providers (except unregistered dealers under GST Law) have to submit declaration that they have complied with 'Anti profiteering clause' under GST Law. Such declaration be given in technical bid.
- d) If the vendor is registered under GST, vendor shall mention the HSN code for goods and/or services in their tax invoice, etc. These codes must be in accordance with GST Laws and responsibility of specifying correct HSN codes for goods and/or services is that of the vendor. MDL shall not be responsible for any error in HSN code for goods and/or services specified by supplier / contractor. Supplier /Contractor shall pay penalty and/ or interest imposed on MDL or any loss due to delay in availing ITC by MDL or any loss of ITC to MDL due to errors by vendors at any stage. MDL reserves right to recover any such interest, penalty or loss from any amount due to supplier /contractor or otherwise.
- e) In case, MDL is unable to avail ITC, supplier/contractor at their own cost shall rectify the shortcoming in the returns to be filed immediately thereafter. Further, if the ITC is delayed / denied to MDL / reversed subsequently as per GST Laws due to non / delayed receipt of goods and / or services and / or tax invoice or expiry of timelines prescribed in GST Laws for availing ITC, non-payment of taxes or non-filing of returns or any other reason not attributable to MDL, supplier /contractor shall pay any loss of amount along with interest and penalty on MDL under

GST Laws for the number of days the ITC was delayed. If the short coming is not rectified by supplier/contractor and MDL ends up in reversal of credits and / or payments, supplier /contractor is fully liable for making good all the loss incurred by MDL. MDL reserves right to recover any interest, penalty or loss from any amount due to supplier /contractor or otherwise.

- f) If the vendor is registered under GST, the GST registration number (15 digit GSTIN) issued by GoI shall be mandatorily provided by the vendor. Vendor having multiple business verticals within state / at multiple states with separate GST registration numbers shall forward GSTIN of only that vertical which is involved in supply of goods and/or services. MDL GSTIN is 27AAACM8029J1ZA and vendor shall mention the same while invoicing and avoid any data entry error on GST portal.
- g) If the vendor is registered under GST; Vendor shall ensure timely submission of invoice as per the provisions / requirement / timeline promulgated by GOI in relation to GST Law with all required supporting documents to enable MDL to avail input tax credit promptly. The vendors invoice inter alia should contain GSTIN of vendor, GSTIN of MDL (i.e.27AAACM8029J1ZA), GST tax rate separately, HSN code wise goods or services, place of supply, signature of vendor, etc. Original invoice needs to be submitted to Bill Receipt Centre at MDL gate, and a copy of the invoice should be given to the goods receiving section (GRS).
- h) If the vendor is registered under GST, vendor shall file all applicable returns under GST Laws in the stipulated time and any losses of tax credit to MDL arising due to delay in filing will be recovered from their invoice wherever MDL is eligible to avail tax credit. Any default towards payment of tax and / or uploading of monthly returns by supplier/contractor, MDL retains right to withhold payments towards tax portion until the same is corrected and complied by the supplier/contractor with the requirement of GST along with satisfactory evidence.
- i) The rate sheet enclosed with the tender will indicate the rates to be entered under each head wherever applicable. Bidders must clearly mention the applicable taxes and duties. The item-wise rates (Inclusive of packing forwarding, freight & insurance) quoted in the rate sheet should exclude taxes and duties. Bidder should indicate GST rates as applicable separately under each of the head in the same Rate sheet, which will be paid extra based on tax invoice to the extent applicable. The GST will be applicable on total basic rate of each item (Inclusive of packing forwarding, freight & insurance).

17. E-invoice:

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

18. Minimum Local Content:

- i) The 'local content' requirement to categorize a supplier as 'Class-I local supplier' is minimum 50%. For 'Class-II local supplier', the 'local content' requirement is minimum 20%. However, Nodal Ministry / Department may prescribe only a higher percentage of minimum local content requirement to categorize a supplier as 'Class-I local supplier' / 'Class-II local supplier'. For the items, for which Nodal Ministry / Department has not prescribed higher minimum local content notification under the Order, it shall be 50% and 20% for 'Class-I local supplier' and 'Class-II local supplier' respectively.
- ii) The Nodal Ministry may keep in view the domestic manufacturing / supply base and assess the available capacity and the extent of local competition while identifying items and prescribing the

higher minimum local content or the manner of its calculation, with a view to avoiding cost increase from the operation of this Order.

19. Reciprocity Clause:

- i) 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.
- ii) The term 'entity' of a country shall have the same meaning as under the FDI Policy of DPIIT as amended from time to time.

20. Debarment of bidders / suppliers:

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

21. Provisions of Official Secrets Act, 1923:

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

22. Public Grievance Cell:

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

23. Option Clause:

MDL retains the right to increase/decrease the ordered quantity by up to 50 % at any time, till final delivery date (or the extended delivery date of the contract), by giving reasonable notice even though the quantity ordered initially has been supplied in full before the last date of the delivery period (or the extended delivery period).

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

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

25. Land Border Clause:

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

- i) MoF DoE vide OMs No 6/18/2019-PPD dated 23 Jul 2020 & 24 Jul 2020 and OM No F.7/10/2021/-PPD (1) dated 23.02.2023 has promulgated restrictions and procedure for buying from a bidder from a country which shares a land border with India under GFR Rule 144 (xi) on the grounds of Defence of India and National Security for information and compliance.
- ii) The Orders stipulate mandatory registration with competent authority and seeking certificate of compliance with this Order from the bidder from a country which shares a land border with India in the tender process. Exclusions from these restrictions have also been enlisted in the Order. The

Competent authority for the purpose of registration under this Order shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT).

- iii) A bidder is permitted to procure raw material, components etc. from the vendors from countries which shares a land border with India. Such vendors will not be required to be registered with Competent Authority, as it is not regarded as "sub-contracting". However, if bidder has proposed to supply finished goods procured directly/ indirectly from the vendors from the countries sharing land border with India, such vendor will be required to be registered with the Competent Authority.
- iv) The bidder has to enclose filled signed and stamped certificate for "Declaration of Compliance on Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017" as per the enclosure.

26. Consignee details:MDL-Stores/ Pipeshop-EY

27. Inspection and Testing:

The contractor has to offer the pipes after galvanizing, for inspection to MDL QA at their site. The supplier must implement a quality assurance process in compliance with the ISO 9001 standard. This process includes the preparation of a quality plan, and the implementation of quality inspections throughout the entire Galvanizing process in accordance with the minimum requirements specified in the following paragraphs in order to guarantee the final quality. MDL may request quality audits during the order.

28. Work Done Certificate (WDC) (for Works):

Work Completion certificate (WCC) shall be issued on Satisfactory completion of respective work with inspection and acceptance reports. Additional Project team executive of rank Chief manager and above will issue WCC.

29. Breach of Obligation Clause with respect to Bid Submitted:

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

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

30. Right to reject any or all bids:

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

31. 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.

32. Claims by firms:

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

33. Cancellation / Foreclosure / Termination of order:

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

- i) On the basis of Government Order.

- ii) Defaults / Breach on part of the contractor / Supplier / supplier in complying with agreed terms of order / contract.
- iii) Liquidation / Dissolution of the Firm or entity on whom the original order is placed.
- iv) Unreasonable delays in supply of ordered articles or services or documentation.
- v) Supplies made not meeting the ordered specifications.
- vi) Activities of any of the Proprietor / Partner being found to be Antisocial / Anti -National liable for penal action under Indian Penal Code or imposed with penalty of black listing / debarred by MDL, Owners, Govt. of India or any such authorities at any time during validity of the contract / order.
- vii) The Purchase Order not accepted by the vendor within the stipulated period.

When the contractor / Supplier is found to be liable for action under any of the above provisions, MDL may terminate or cancel the contract / order in part or full by written notice of default sent to the contractor / Supplier without prejudice to any other remedy invoking risk purchase clause and execution of work / order through other agencies.

34. Order Acceptance:

Successful bidder shall acknowledge the receipt and communicate in writing their unconditional acceptance of order within 03 working days from the date of placement of the order. If nothing to the contrary is received within 03 working days from the date of placement of order, it shall be understood that the order has been accepted.

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

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

For MAZAGON DOCK SHIPBUILDERS LIMITED

Krishan Kant, (DM-OTS) (Purchase Executive)

Email: kkant@mazdock.com

Phone: 022 2376 3608

List of enclosures:

1. Enclosure 1: TEF acceptance Format.
2. Enclosure 2: Rate sheet
3. Enclosure 3: General Conditions of Contract (GCCs)
4. Enclosure 4: Acceptance format for General Conditions of Contract (GCCs)
5. Enclosure 5: Declaration of Compliance on Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017
6. Enclosure 6: Declaration certificate for local content
7. Enclosure 7: Extract of provisions of the official secrets act, 1923
8. Enclosure 8: Performa Performance Bank Guarantee cum Security Deposit
9. Enclosure 9: NEFT/RTGS format
10. Enclosure 10: Format of indemnity bond for free issue material
11. Enclosure 11: Scope of Work

Note: Bidders have to upload filled and signed enclosures along with the offers on their letterhead except for the bonds and the bank guarantees.

TEF ACCEPTANCE FORMAT

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

COMPANY'S NAME & ADDRESS:

SIGNATURE:

DATE:

NAME:

DESIGNATION:

BIDDER'S COMPANY SEAL:

Note:

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

RATE SHEET PRESCRIBED FORMAT*(Please quote on your letter head only)*

		Rate sheet							
PR. Sr. No	Description	Code	Qty	Unit	Weight (Kg)	Unit rate/piece (INR)	Total amount (INR)	Tax (%)	Total amount with taxes (INR)
100	Degalvanisation								
10	STARBOARD INTERNAL EXHAUST VALVE LINER	Code: BQ00001L	1	Nos	97				
20	PORT INTERNAL EXHAUST VALVE LINER	Code: BQ00002L	1	Nos	97				
30	JOIN PIECE PORT/STARBOARD EXHAUST CIRCUITS	Code: BQ20004	1	Nos	293				
40	PORT LINE EXHAUST SILENCER	Code: BQ00230	1	Nos	348				
50	STARBOARD EXHAUST SILENCER	Code : BQ00241	1	Nos	348				
60	SUCTION PIPE OF SEA WATER PUMP	Code: BM50006M1	1	Nos	25				
70	SUCTION PIPE OF SEA WATER PUMP	Code: BM50007M1	1	Nos	24				
80	SUCTION PIPE OF SEA WATER PUMP	Code: BM50007M2	1	Nos	26				
90	SUCTION PIPE OF SEA WATER PUMP	Code: BM50007M3	1	Nos	21				
100	EXHAUST MANIFOLD COOLING PIPE	Code: BM50020M1	1	Nos	21				
110	EXHAUST COOLING PIPE	Code: BM50035M1	1	Nos	21				
120	SUCTION PIPE FROM SEA WATER PUMP	Code: BM50036M1	1	Nos	23				
130	SUCTION PIPE FROM SEA WATER PUMP	Code: BM50037M1	1	Nos	24				
140	SUCTION PIPE FROM SEA WATER PUMP	Code: BM50037M2	1	Nos	28				
150	SUCTION PIPE FROM SEA WATER PUMP	Code: BM50037M3	1	Nos	23				
160	EXHAUST COOLING PIPE	Code: BM50065M1	1	Nos	16				
170	EXHAUST COOLING PIPE	Code: BM50065M2	1	Nos	12				
180	HULL VALVE COOLING PIPE	Code: BM50121M	1	Nos	19				
190	EXHAUST MANIFOLD COOLING PIPE	Code: BM50200M1	1	Nos	12				

200	EXHAUST MANIFOLD COOLING PIPE	Code: BM50200M2	1	Nos	16				
210	HULL VALVE COOLING PIPE	Code: BM50202M	1	Nos	19				
220	DISCHARGE PIPE FROM SEA WATER PUMP	Code: BM50305M1	1	Nos	23				
230	DISCHARGE PIPE FROM SEA WATER PUMP	Code: BM50305M2	1	Nos	17				
240	DISCHARGE PIPE FROM SEA WATER PUMP	Code: BM50305M3	1	Nos	10				
250	DISCHARGE PIPE FROM SEA WATER PUMP	Code: BM50305M4	1	Nos	25				
260	DISCHARGE PIPE FROM SEA WATER PUMP	Code: BM50305M5	1	Nos	36				
270	DISCHARGE PIPE FROM SEA WATER PUMP	Code: BM50305M6	1	Nos	25				
280	DISCHARGE PIPE FROM SEA WATER PUMP	Code: BM50305M7	1	Nos	14				
290	OUTLET PIPE OF SEA WATER PUMP	Code: BM50316M1	1	Nos	23				
300	OUTLET PIPE OF SEA WATER PUMP	Code: BM50316M2	1	Nos	17				
310	OUTLET PIPE OF SEA WATER PUMP	Code: BM50316M3	1	Nos	10				
320	OUTLET PIPE OF SEA WATER PUMP	Code: BM50316M4	1	Nos	28				
330	OUTLET PIPE OF SEA WATER PUMP	Code: BM50316M5	1	Nos	36				
340	OUTLET PIPE OF SEA WATER PUMP	Code: BM50316M6	1	Nos	25				
350	OUTLET PIPE OF SEA WATER PUMP	Code: BM50316M7	1	Nos	19				
360	STARBOARD EXTERNAL EXHAUST PIPE	Code: BQ50003E	1	Nos	350				
370	ND250 PORT EXTERNAL EXHAUST PIPE	Code: BQ50004E	1	Nos	350				
380	EXTERNAL STARBOARD EXHAUST PIPE	Code: BQ50005E	1	Nos	520				
390	ND250 PORT EXTERNAL EXHAUST PIPE	Code: BQ50006E	1	Nos	520				
400	STARBOARD EXTERNAL EXHAUST PIPE	Code: BQ50007E1	1	Nos	350				
410	STARBOARD EXTERNAL EXHAUST PIPE	Code: BQ50007E2	1	Nos	443				
420	STARBOARD EXTERNAL EXHAUST PIPE	Code: BQ50007E3	1	Nos	630				
430	ND250 PORT EXTERNAL EXHAUST PIPE	Code: BQ50008E1	1	Nos	350				
440	ND250 PORT EXTERNAL EXHAUST PIPE	Code: BQ50008E2	1	Nos	443				
450	ND250 PORT EXTERNAL EXHAUST PIPE	Code: BQ50008E3	1	Nos	630				
460	STARBOARD SURFACE EXHAUST PIPE	Code: BQ50009E1	1	Nos	382				

470	ND250 SNORKEL EXHAUST PIPE	Code: BQ50010E	1	Nos	520				
480	ND350 SNORKEL EXHAUST	Code: BQ50012E1	1	Nos	420				
490	ND350 SNORKEL EXHAUST PIPE	Code: BQ50012E2	1	Nos	380				
500	EXTERNAL STARBOARD EXHAUST PIPE	Code: BQ50013E	1	Nos	520				
510	ND250 PORT SURFACE EXHAUST PIPE	Code: BQ50014E1	1	Nos	382				
520	PORT LINE EXHAUST DRAIN PIPE	Code: BQ50018E1	1	Nos	6				
530	PORT LINE EXHAUST DRAIN PIPE	Code: BQ50020E1	1	Nos	8				
540	PORT LINE EXHAUST DRAIN PIPE	Code: BQ50020E2	1	Nos	9				
550	PORT LINE EXHAUST DRAIN PIPE	Code: BQ50020E3	1	Nos	11				
560	PORT LINE EXHAUST DRAIN PIPE	Code: BQ50020E4	1	Nos	7				
570	STARBOARD EXHAUST DRAIN PIPE	Code: BQ50021E1	1	Nos	8				
580	PORT LINE EXHAUST DRAIN PIPE	Code: BQ50022E	1	Nos	8				
590	STARBOARD EXHAUST DRAIN PIPE	Code: BQ50023E	1	Nos	9				
600	PORT LINE EXHAUST DRAIN PIPE	Code: BQ50024E	1	Nos	9				
610	STARBOARD EXHAUST DRAIN PIPE	Code: BQ50025E1	1	Nos	5				
620	STARBOARD EXHAUST DRAIN PIPE	Code: BQ50025E2	1	Nos	10				
630	PORT LINE EXHAUST DRAIN PIPE	Code: BQ50026E1	1	Nos	4				
640	PORT LINE EXHAUST DRAIN PIPE	Code: BQ50026E2	1	Nos	10				
650	STARBOARD EXHAUST DRAIN PIPE	Code: BQ50095E1	1	Nos	7				
660	STARBOARD EXHAUST DRAIN PIPE	Code: BQ50095E2	1	Nos	8				
670	STARBOARD EXHAUST DRAIN PIPE	Code: BQ50095E3	1	Nos	11				
680	STARBOARD EXHAUST DRAIN PIPE	Code: BQ50095E4	1	Nos	7				
690	STARBOARD EXHAUST DRAIN PIPE	Code: BQ50097E1	1	Nos	6				
700	PORT LINE EXHAUST DRAIN PIPE	Code: BQ50262E	1	Nos	9				
710	PORT LINE EXHAUST DRAIN PIPE	Code: BQ50264E	1	Nos	7				
720	PORT LINE EXHAUST DRAIN PIPE	Code: BQ50266E	1	Nos	7				
730	PORT LINE EXHAUST DRAIN PIPE	Code: BQ50270E	1	Nos	8				

740	STARBOARD EXHAUST DRAIN PIPE	Code: BQ50271E	1	Nos	8				
750	STARBOARD EXHAUST DRAIN PIPE	Code: BQ50273E	1	Nos	10				
760	STARBOARD EXHAUST DRAIN PIPE	Code: BQ50275E	1	Nos	8				
770	STARBOARD EXHAUST DRAIN PIPE	Code: BQ50283E	1	Nos	8				
780	BALLAST TANK 1 AIR VENT RISER	Code: DB50001M	1	Nos	20				
790	PORT BALLAST TANK 2 AIR VENT RISER	Code: DB50002M1	1	Nos	13				
800	PORT BALLAST TANK 3 AIR VENT RISER	Code: DB50003M1	1	Nos	43				
810	DRAIN TRUNKINGS AIR TANK 4BD	Code: DB50004M1	1	Nos	17				
820	PORT BALLAST TANK 2 AIR VENT RISER	Code: DB50012M1	1	Nos	13				
830	STARBOARD BALLAST TANK 3 AIR VENT RISER	Code: DB50013M1	1	Nos	43				
840	DRAIN TRUNKINGS AIR TANK 4TD	Code: DB50014M1	1	Nos	17				
850	BALLAST TANK 1 AIR TANK RISER	Code: DB50241M1	1	Nos	26				
860	DSRV PLATFORM DRAIN PIPING SYSTEM	Code: EQ50007M1	1	Nos	6				
870	DSRV PLATFORM DRAIN PIPING SYSTEM	Code: EQ50007M2	1	Nos	6.7				
880	DSRV PLATFORM DRAIN PIPING SYSTEM	Code: EQ50007M3	1	Nos	7.1				
890	INTERNAL SUBSECTION	Code: HP50006M	1	Nos	5				
900	REGULATING TANK INLET PIPE	Code: DM50001M	1	Nos	21.6				
910	REGULATING TANK INLET PIPE	Code: DM50003M 1	1	Nos	22.2				
920	REGULATING TANK INLET PIPE	Code: DM50003M 2	1	Nos	11.2				
930	REGULATING TANK INLET PIPE	Code: DM50003M 3	1	Nos	8.6				
940	DRAIN-TO-SEA PIPING SYSTEM	Code: DM50007M	1	Nos	14				
950	DRAIN-TO-SEA PIPING SYSTEM	Code: DM50008M 1	1	Nos	26.5				
960	DRAIN-TO-SEA PIPING SYSTEM	Code: DM50008M 2	1	Nos	8.3				
970	DRAIN-TO-SEA PIPING SYSTEM	Code: DM50008M 3	1	Nos	26				

980	DRAIN-TO-SEA PIPING SYSTEM	Code: DM50008M 4	1	Nos	15.4				
990	DRAIN-TO-SEA PIPING SYSTEM	Code: DM50008M 5	1	Nos	16.3				
1000	N1 PUMP DISCHARGE PIPE	Code: DM50009M 1	1	Nos	9.4				
1010	REGULATING TANK INLET PIPE	Code: DM50005M 1	1	Nos	38.6				
1020	SEA WATER PIPING SYSTEM	Code: KTBS50001 M	1	Nos	6.3				
1030	SEA WATER PIPING SYSTEM	Code: KT50511M	1	Nos	2.4				
1040	SEA WATER PIPING SYSTEM	Code: KTBS50002 M	1	Nos	2.4				
1050	SEA WATER PIPING SYSTEM	Code: KT50512M	1	Nos	6.5				
1060	SEA WATER PIPING SYSTEM	Code: KT50513M	1	Nos	5.5				
1070	SEA WATER PIPING SYSTEM	Code: KT50514M	1	Nos	5.4				
1080	SEA WATER PIPING SYSTEM	Code: KT50516M	1	Nos	2.4				
1090	SEA WATER PIPING SYSTEM	Code: KT50515M	1	Nos	2.4				
1100	SEA WATER PIPING SYSTEM	Code: KT53511M1	1	Nos	29.5				
1110	SEA WATER PIPING SYSTEM	Code: KT53512M1	1	Nos	29.6				
1120	SEA WATER PIPING SYSTEM	Code: KT53513M1	1	Nos	26.1				
1130	SEA WATER PIPING SYSTEM	Code: KT53514M1	1	Nos	26.3				
1140	SEA WATER PIPING SYSTEM	Code: KT53515M1	1	Nos	37				
1150	SEA WATER PIPING SYSTEM	Code: KT53515M2	1	Nos	42				
1160	SEA WATER PIPING SYSTEM	Code: KT53516M1	1	Nos	40				
1170	SEA WATER PIPING SYSTEM	Code: KT53516M2	1	Nos	32.5				
1180	SEA WATER PIPING SYSTEM	Code: KT53711M	1	Nos	4.9				
1190	SEA WATER PIPING SYSTEM	Code: KT53712M	1	Nos	5.4				
1200	SEA WATER PIPING SYSTEM	Code: KT53713M	1	Nos	4.6				
1210	SEA WATER PIPING SYSTEM	Code: KT53714M	1	Nos	4.8				

1220	SEA WATER PIPING SYSTEM	Code: KT53715M	1	Nos	7				
1230	SEA WATER PIPING SYSTEM	Code: KT53716M	1	Nos	7.3				
1240	STEEL SLEEVE IN EM CIRCUIT DISCHARGE	Code: EM50001M1	1	Nos	22				
1250	FORGED SPACER PIPE ON SUCTION	Code: EN50080M1	1	Nos	17				
1260	INTERNAL SUBSECTION	Code: HP50002M	1	Nos	8				
200	Galvanisation								
10	STARBOARD INTERNAL EXHAUST VALVE LINER	Code: BQ00001L	1	Nos	97				
20	PORT INTERNAL EXHAUST VALVE LINER	Code: BQ00002L	1	Nos	97				
30	JOIN PIECE PORT/STARBOARD EXHAUST CIRCUITS	Code: BQ20004	1	Nos	293				
40	PORT LINE EXHAUST SILENCER	Code: BQ00230	1	Nos	348				
50	STARBOARD EXHAUST SILENCER	Code : BQ00241	1	Nos	348				
60	SUCTION PIPE OF SEA WATER PUMP	Code: BM50006M1	1	Nos	25				
70	SUCTION PIPE OF SEA WATER PUMP	Code: BM50007M1	1	Nos	24				
80	SUCTION PIPE OF SEA WATER PUMP	Code: BM50007M2	1	Nos	26				
90	SUCTION PIPE OF SEA WATER PUMP	Code: BM50007M3	1	Nos	21				
100	EXHAUST MANIFOLD COOLING PIPE	Code: BM50020M1	1	Nos	21				
110	EXHAUST COOLING PIPE	Code: BM50035M1	1	Nos	21				
120	SUCTION PIPE FROM SEA WATER PUMP	Code: BM50036M1	1	Nos	23				
130	SUCTION PIPE FROM SEA WATER PUMP	Code: BM50037M1	1	Nos	24				
140	SUCTION PIPE FROM SEA WATER PUMP	Code: BM50037M2	1	Nos	28				
150	SUCTION PIPE FROM SEA WATER PUMP	Code: BM50037M3	1	Nos	23				
160	EXHAUST COOLING PIPE	Code: BM50065M1	1	Nos	16				
170	EXHAUST COOLING PIPE	Code: BM50065M2	1	Nos	12				
180	HULL VALVE COOLING PIPE	Code: BM50121M	1	Nos	19				
190	EXHAUST MANIFOLD COOLING PIPE	Code: BM50200M1	1	Nos	12				
200	EXHAUST MANIFOLD COOLING PIPE	Code: BM50200M2	1	Nos	16				

210	HULL VALVE COOLING PIPE	Code: BM50202M	1	Nos	19				
220	DISCHARGE PIPE FROM SEA WATER PUMP	Code: BM50305M1	1	Nos	23				
230	DISCHARGE PIPE FROM SEA WATER PUMP	Code: BM50305M2	1	Nos	17				
240	DISCHARGE PIPE FROM SEA WATER PUMP	Code: BM50305M3	1	Nos	10				
250	DISCHARGE PIPE FROM SEA WATER PUMP	Code: BM50305M4	1	Nos	25				
260	DISCHARGE PIPE FROM SEA WATER PUMP	Code: BM50305M5	1	Nos	36				
270	DISCHARGE PIPE FROM SEA WATER PUMP	Code: BM50305M6	1	Nos	25				
280	DISCHARGE PIPE FROM SEA WATER PUMP	Code: BM50305M7	1	Nos	14				
290	OUTLET PIPE OF SEA WATER PUMP	Code: BM50316M1	1	Nos	23				
300	OUTLET PIPE OF SEA WATER PUMP	Code: BM50316M2	1	Nos	17				
310	OUTLET PIPE OF SEA WATER PUMP	Code: BM50316M3	1	Nos	10				
320	OUTLET PIPE OF SEA WATER PUMP	Code: BM50316M4	1	Nos	28				
330	OUTLET PIPE OF SEA WATER PUMP	Code: BM50316M5	1	Nos	36				
340	OUTLET PIPE OF SEA WATER PUMP	Code: BM50316M6	1	Nos	25				
350	OUTLET PIPE OF SEA WATER PUMP	Code: BM50316M7	1	Nos	19				
360	STARBOARD EXTERNAL EXHAUST PIPE	Code: BQ50003E	1	Nos	350				
370	ND250 PORT EXTERNAL EXHAUST PIPE	Code: BQ50004E	1	Nos	350				
380	EXTERNAL STARBOARD EXHAUST PIPE	Code: BQ50005E	1	Nos	520				
390	ND250 PORT EXTERNAL EXHAUST PIPE	Code: BQ50006E	1	Nos	520				
400	STARBOARD EXTERNAL EXHAUST PIPE	Code: BQ50007E1	1	Nos	350				
410	STARBOARD EXTERNAL EXHAUST PIPE	Code: BQ50007E2	1	Nos	443				
420	STARBOARD EXTERNAL EXHAUST PIPE	Code: BQ50007E3	1	Nos	630				
430	ND250 PORT EXTERNAL EXHAUST PIPE	Code: BQ50008E1	1	Nos	350				
440	ND250 PORT EXTERNAL EXHAUST PIPE	Code: BQ50008E2	1	Nos	443				
450	ND250 PORT EXTERNAL EXHAUST PIPE	Code: BQ50008E3	1	Nos	630				
460	STARBOARD SURFACE EXHAUST PIPE	Code: BQ50009E1	1	Nos	382				
470	ND250 SNORKEL EXHAUST PIPE	Code: BQ50010E	1	Nos	520				

480	ND350 SNORKEL EXHAUST	Code: BQ50012E1	1	Nos	420				
490	ND350 SNORKEL EXHAUST PIPE	Code: BQ50012E2	1	Nos	380				
500	EXTERNAL STARBOARD EXHAUST PIPE	Code: BQ50013E	1	Nos	520				
510	ND250 PORT SURFACE EXHAUST PIPE	Code: BQ50014E1	1	Nos	382				
520	PORT LINE EXHAUST DRAIN PIPE	Code: BQ50018E1	1	Nos	6				
530	PORT LINE EXHAUST DRAIN PIPE	Code: BQ50020E1	1	Nos	8				
540	PORT LINE EXHAUST DRAIN PIPE	Code: BQ50020E2	1	Nos	9				
550	PORT LINE EXHAUST DRAIN PIPE	Code: BQ50020E3	1	Nos	11				
560	PORT LINE EXHAUST DRAIN PIPE	Code: BQ50020E4	1	Nos	7				
570	STARBOARD EXHAUST DRAIN PIPE	Code: BQ50021E1	1	Nos	8				
580	PORT LINE EXHAUST DRAIN PIPE	Code: BQ50022E	1	Nos	8				
590	STARBOARD EXHAUST DRAIN PIPE	Code: BQ50023E	1	Nos	9				
600	PORT LINE EXHAUST DRAIN PIPE	Code: BQ50024E	1	Nos	9				
610	STARBOARD EXHAUST DRAIN PIPE	Code: BQ50025E1	1	Nos	5				
620	STARBOARD EXHAUST DRAIN PIPE	Code: BQ50025E2	1	Nos	10				
630	PORT LINE EXHAUST DRAIN PIPE	Code: BQ50026E1	1	Nos	4				
640	PORT LINE EXHAUST DRAIN PIPE	Code: BQ50026E2	1	Nos	10				
650	STARBOARD EXHAUST DRAIN PIPE	Code: BQ50095E1	1	Nos	7				
660	STARBOARD EXHAUST DRAIN PIPE	Code: BQ50095E2	1	Nos	8				
670	STARBOARD EXHAUST DRAIN PIPE	Code: BQ50095E3	1	Nos	11				
680	STARBOARD EXHAUST DRAIN PIPE	Code: BQ50095E4	1	Nos	7				
690	STARBOARD EXHAUST DRAIN PIPE	Code: BQ50097E1	1	Nos	6				
700	PORT LINE EXHAUST DRAIN PIPE	Code: BQ50262E	1	Nos	9				
710	PORT LINE EXHAUST DRAIN PIPE	Code: BQ50264E	1	Nos	7				
720	PORT LINE EXHAUST DRAIN PIPE	Code: BQ50266E	1	Nos	7				
730	PORT LINE EXHAUST DRAIN PIPE	Code: BQ50270E	1	Nos	8				
740	STARBOARD EXHAUST DRAIN PIPE	Code: BQ50271E	1	Nos	8				

750	STARBOARD EXHAUST DRAIN PIPE	Code: BQ50273E	1	Nos	10				
760	STARBOARD EXHAUST DRAIN PIPE	Code: BQ50275E	1	Nos	8				
770	STARBOARD EXHAUST DRAIN PIPE	Code: BQ50283E	1	Nos	8				
780	BALLAST TANK 1 AIR VENT RISER	Code: DB50001M	1	Nos	20				
790	PORT BALLAST TANK 2 AIR VENT RISER	Code: DB50002M1	1	Nos	13				
800	PORT BALLAST TANK 3 AIR VENT RISER	Code: DB50003M1	1	Nos	43				
810	DRAIN TRUNKINGS AIR TANK 4BD	Code: DB50004M1	1	Nos	17				
820	PORT BALLAST TANK 2 AIR VENT RISER	Code: DB50012M1	1	Nos	13				
830	STARBOARD BALLAST TANK 3 AIR VENT RISER	Code: DB50013M1	1	Nos	43				
840	DRAIN TRUNKINGS AIR TANK 4TD	Code: DB50014M1	1	Nos	17				
850	BALLAST TANK 1 AIR TANK RISER	Code: DB50241M1	1	Nos	26				
860	DSRV PLATFORM DRAIN PIPING SYSTEM	Code: EQ50007M1	1	Nos	6				
870	DSRV PLATFORM DRAIN PIPING SYSTEM	Code: EQ50007M2	1	Nos	6.7				
880	DSRV PLATFORM DRAIN PIPING SYSTEM	Code: EQ50007M3	1	Nos	7.1				
890	INTERNAL SUBSECTION	Code: HP50006M	1	Nos	5				
900	REGULATING TANK INLET PIPE	Code: DM50001M	1	Nos	21.6				
910	REGULATING TANK INLET PIPE	Code: DM50003M 1	1	Nos	22.2				
920	REGULATING TANK INLET PIPE	Code: DM50003M 2	1	Nos	11.2				
930	REGULATING TANK INLET PIPE	Code: DM50003M 3	1	Nos	8.6				
940	DRAIN-TO-SEA PIPING SYSTEM	Code: DM50007M	1	Nos	14				
950	DRAIN-TO-SEA PIPING SYSTEM	Code: DM50008M 1	1	Nos	26.5				
960	DRAIN-TO-SEA PIPING SYSTEM	Code: DM50008M 2	1	Nos	8.3				
970	DRAIN-TO-SEA PIPING SYSTEM	Code: DM50008M 3	1	Nos	26				

980	DRAIN-TO-SEA PIPING SYSTEM	Code: DM50008M 4	1	Nos	15.4				
990	DRAIN-TO-SEA PIPING SYSTEM	Code: DM50008M 5	1	Nos	16.3				
1000	N1 PUMP DISCHARGE PIPE	Code: DM50009M 1	1	Nos	9.4				
1010	REGULATING TANK INLET PIPE	Code: DM50005M 1	1	Nos	38.6				
1020	SEA WATER PIPING SYSTEM	Code: KTBS50001 M	1	Nos	6.3				
1030	SEA WATER PIPING SYSTEM	Code: KT50511M	1	Nos	2.4				
1040	SEA WATER PIPING SYSTEM	Code: KTBS50002 M	1	Nos	2.4				
1050	SEA WATER PIPING SYSTEM	Code: KT50512M	1	Nos	6.5				
1060	SEA WATER PIPING SYSTEM	Code: KT50513M	1	Nos	5.5				
1070	SEA WATER PIPING SYSTEM	Code: KT50514M	1	Nos	5.4				
1080	SEA WATER PIPING SYSTEM	Code: KT50516M	1	Nos	2.4				
1090	SEA WATER PIPING SYSTEM	Code: KT50515M	1	Nos	2.4				
1100	SEA WATER PIPING SYSTEM	Code: KT53511M1	1	Nos	29.5				
1110	SEA WATER PIPING SYSTEM	Code: KT53512M1	1	Nos	29.6				
1120	SEA WATER PIPING SYSTEM	Code: KT53513M1	1	Nos	26.1				
1130	SEA WATER PIPING SYSTEM	Code: KT53514M1	1	Nos	26.3				
1140	SEA WATER PIPING SYSTEM	Code: KT53515M1	1	Nos	37				
1150	SEA WATER PIPING SYSTEM	Code: KT53515M2	1	Nos	42				
1160	SEA WATER PIPING SYSTEM	Code: KT53516M1	1	Nos	40				
1170	SEA WATER PIPING SYSTEM	Code: KT53516M2	1	Nos	32.5				
1180	SEA WATER PIPING SYSTEM	Code: KT53711M	1	Nos	4.9				
1190	SEA WATER PIPING SYSTEM	Code: KT53712M	1	Nos	5.4				
1200	SEA WATER PIPING SYSTEM	Code: KT53713M	1	Nos	4.6				
1210	SEA WATER PIPING SYSTEM	Code: KT53714M	1	Nos	4.8				

1220	SEA WATER PIPING SYSTEM	Code: KT53715M	1	Nos	7				
1230	SEA WATER PIPING SYSTEM	Code: KT53716M	1	Nos	7.3				
1240	STEEL SLEEVE IN EM CIRCUIT DISCHARGE	Code: EM50001M1	1	Nos	22				
1250	FORGED SPACER PIPE ON SUCTION	Code: EN50080M1	1	Nos	17				
1260	INTERNAL SUBSECTION	Code: HP50002M	1	Nos	8				
300	Transportation								
10	Pickup (To and Fro)		5	Trip					
20	Tempo (To and Fro)		5	Trip					
30	Trailer (To and Fro)		5	Trip					

Note:

The bidder shall provide the quoted price breakup of all the items.

Name:

Designation:

Date:

Bidders Company Seal

GENERAL CONDITIONS OF CONTRACT (GCC)

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

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

The word 'Owner' means the person or authority with whom Mazagon Dock Shipbuilders Limited (Purchaser) has contracted to carry out work in relation to which orders are placed by the Purchaser on the Bidder/Supplier/Contractor under this contract for supply or manufacture of certain items and would include Department of Defence Production, Ministry of Defence, Government of India, the Indian Navy, the Coast Guard and any other specified authority. Unless otherwise indicated specifically by the bidder / contractor in his bid, it shall be construed as his acceptance of all the conditions mentioned in this GCC.

1. TENETS OF INTERPRETATION

Unless where the context requires otherwise, throughout the contract:

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

2. LANGUAGE OF CONTRACT

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

3. GOVERNING LAWS AND JURISDICTION**3.1 Governing Laws and Jurisdiction**

- (a) This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Laws of India for the time being in force.
- (b) Irrespective of the place of delivery, or the place of performance or the place of payments under the contract, the contract shall be deemed to have been made at the place from which the Purchase Order/Contract/Letter of Intent has been issued. The courts of such a place shall alone have jurisdiction to decide any dispute arising out or in respect of the contract.

3.2 Changes in Laws and Regulations

Unless otherwise stipulated in the contract, if after the last deadline for the bid submission (Techno-commercial), any law, regulation, ordinance, order or bye-law having the force of law is enacted,

promulgated, abrogated, or changed in India (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/ or the contract Price, then such Delivery Date and/ or Contract Price shall be correspondingly increased or decreased, to the extent that the contractor has thereby been affected in the performance of any of its obligations under the contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable.

4. CONFIDENTIALITY, SECRECY AND IPR RIGHTS

(a) IPR Rights

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

(b) Confidentiality

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

(c) Secrecy

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

(d) Obligations of the contractor

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

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

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

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

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

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

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

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

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

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

5. PERMITS, APPROVALS AND LICENSES

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

6. TRANSFER OF TITLE OF GOODS

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

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

7. DEFAULTS, BREACHES & TERMINATION OF CONTRACT

Termination due to Breach, Default, and Insolvency

(a) Defaults and Breach of Contract

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

(i) Default in Performance and Obligations

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

(ii) Insolvency

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

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

(b) Notice for Default

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

(c) Terminations for Default

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

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

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

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

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

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

(vii) **Risk and Cost Procurement**

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

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

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

8. CLOSURE OF CONTRACT

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

9. COMMUNICATION AND LANGUAGE FOR DOCUMENTATION

Any letter, facsimile message, e-mail intimation or notice sent to the Bidder/Supplier/ Contractor at the last known address mentioned in the offer / order shall be deemed to be valid communication for the purpose of the order/contract. Unless stated otherwise by the purchaser, Language for communication and all documentation shall be same, which the Purchaser has used, in the tender enquiry.

10. CANCELLATION OF TENDER

The Purchaser reserves the right to cancel/withdraw the tender in toto or part and or award the contract / order in full or part without assigning any reason whatsoever and without thereby incurring any liability to the affected Bidder or Bidders or any obligations to inform the affected Bidder or Bidders of the grounds for MDL action.

11. PURCHASER'S PROPERTY.

All property (such as materials, drawings, documents etc.) issued by the Purchaser or any other individual or firm on behalf of the Purchaser in connection with the contract shall remain confidential, being the property of the Purchaser and the Bidder/Supplier/Contractor shall undertake to return all such property so issued and will be responsible for any or all loss thereof and damage thereto resulting from whatever causes and shall reimburse the Purchaser the full amount of loss and damage.

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

12. RECOVERY-ADJUSTMENT PROVISIONS

Payment made under one order shall not be assigned or adjusted to any other order except to the extent agreed upon in writing by the Purchaser. During the currency of the contract, if any sum of

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

13. INDEMNIFICATION

The Bidder / Supplier / Contractor, his employees, licences, agents or Sub-Supplier / Sub-contractor, while on site of the Purchaser for the purpose of this contract, indemnifies the Purchaser against direct damage and/or injury to the property and/or the person of the Purchaser or that of Purchaser's employees, agents, Sub- Contractors / Suppliers occurring and to the extent caused by the negligence of the Bidder / Supplier / Contractor, his employees, licensees, agents or Sub-contractor by making good such damages to the property, or compensating personal injury and the total liability for such damages or injury shall be as mutually discussed and agreed to.

14. TRANSFER OF SUPPLIERS / CONTRACTOR'S RIGHTS

The Bidder / Supplier / Contractor shall not either wholly or partly sell, transfer, assign or otherwise dispose of the rights, liabilities and obligations under the contract between him and the Purchaser without prior consent of the Purchaser in writing.

15. SUBCONTRACT AND RIGHT OF PURCHASER

The Bidder / Supplier / Contractor under no circumstances undertake or subcontract any work / contract from or to any other Sub-contractor without prior written approval of the Competent Authority of Purchaser. In the event it is found that such practice has been indulged in, the contract is liable to be terminated without notice and the Bidder / Supplier / Contractor is debarred all from future tender enquiries / work orders. However, in no circumstances a contractor is permitted to subcontract any part of the contract to the bidders who had quoted for the concerned tender.

16. PATENT RIGHTS

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

17. AGENTS/AGENCY COMMISSION

The seller confirms and declares to the buyer that the seller is the original manufacturer or authorized distributor/stockiest of original manufacturer of the goods referred to in this contract and has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommended to the Buyer or any of its functionaries, whether officially or unofficially , to the award of the Contract / Purchase order to the Seller; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The Seller agrees that if it is established at any time to the satisfaction of the Buyer that the present declaration is in any way incorrect or if at a later stage it is discovered by the Buyer that the Seller has engaged any such individual/firm, and paid or intended to pay any amount, gift, reward , fees, commission or consideration to such person, party, firm or institution , whether before or after the signing of this Contract / Purchase order, the Seller will be liable to refund that amount to the Buyer. The seller will also be debarred from participation in any RFQ/Tender for new projects/program with Buyer for a minimum period of five years. The buyer will also have a right to consider cancellation of the Contract either wholly or in part, without any entitlement or compensation to the Seller who shall in such event be liable to refund all payments made by the buyer in terms of the Contract along with interest at the rate of 2% per annum or 6% whichever is higher above LIBOR (London Inter Bank Offer Rate) (for foreign vendors) and base rate of SBI plus 2% (for Indian Vendors). The Buyer will also have the right to recover any such amount from any contracts concluded earlier with Buyer.

18. USE OF UNDUE INFLUENCE / CORRUPT PRACTICES

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

19. IMMUNITY OF GOVERNMENT OF INDIA CLAUSE

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

20. EXPORT LICENCE

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

21. BANNED OR DE-LISTED CONTRACTORS / SUPPLIERS

The Bidder / Supplier / Contractor declares that they being Proprietors / Directors / Partners have not been any time individually or collectively blacklisted or banned or de-listed by any Government or quasi Government agencies or PSUs. If a bidder's entities as stated above have been blacklisted or banned or de-listed by any Government or quasi Government agencies or PSUs, this fact must be clearly stated and it may not necessarily be a cause for disqualifying him.

22. DUTY OF PERSONNEL OF SUPPLIER/CONTRACTOR

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

23. DISPUTE RESOLUTION MECHANISM AND ARBITRATION**(a) Dispute resolution mechanism(DRM)**

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

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

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

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

(b) Arbitration

Unresolved disputes/differences, if any, shall then be settled by Arbitration. The Arbitration proceedings shall be conducted at Mumbai, India, in English Language, under the Arbitration and Conciliation Act, 1996 as amended from time to time and the rules thereunder. MDL prefers to have arbitration through Institutes such as Indian Council of Arbitration (ICA)/ICA-DR, Mumbai Centre for International Arbitration, International Chamber of Commerce (ICC), Singapore International Arbitration Centre (SIAC) with the mutual consent of the parties. In case of unresolved difference/dispute between the Purchaser and Supplier, being Central Public Sector

Enterprises/Central Govt. departments, the disputes shall be resolved firstly through mutual discussion or through the empowered agencies of the Govt. or through arbitration by reference by either party to the department of Public Enterprises, as per extant guidelines. If disputes/differences remain unresolved/unexecuted, the same shall be referred first to the Cabinet Secretariat and then, if necessary to the PMO. Any changes to arbitration clause must be vetted by HOD (Legal) before incorporation in contract/PO.

24. JURISDICTION OF COURTS

All contracts shall be deemed to have been wholly made in Mumbai and all claims there under are payable in Mumbai City and it is the distinct condition of the order that no suit or action for the purpose of enforcing any claim in respect of the order shall be instituted in any Court other than that situated in Mumbai City, Maharashtra State, India i.e. courts in Mumbai shall alone have jurisdiction to decide upon any dispute arising out of or in respect of the contract.

25. CONTRACT LABOUR (REGULATION AND ABOLITION) ACT 1970

Contractor / Bidder shall obtain licence under Section 12 and 13 of the Contract Labour (Regulation and Abolition) Act, 1970 and rules made there under and the same should be kept valid at least until the expiry of contract with Purchaser. The registration and Licence under the Contract Labour (Regulation and Abolition) Act 1970 shall be renewed in time every year and if work continues for more than a year, a copy of the Licence is produced as and when demanded by the concerned authorities of Purchaser. The Contractor / Bidder shall carryout his obligations and duties under the Contract Labour (Regulation and Abolition) Act, 1970 and the rules framed there under. In the event any employee/s of Contractor / Bidder is advised by the concerned Department to deploy their employees for job during weekly-off, Sundays and holidays, the Contractor / Bidder must inform through Concerned Department the name/s of the employee/s in the prescribed format to CISF / Security and to the concerned Divisional Personnel by mentioning specifically 'Compensatory - Off', before 3 days from the date actual payment.

26. MINIMUM WAGES ACT

The Contractor / Bidder shall pay to his employees not less than the minimum wages and allowances applicable to the Engineering Industry as notified from time to time by the Central Government or the State Government whichever is higher under the Minimum Wages Act. Contractor / Bidder shall be responsible for timely payment of wages of all his employees engaged in the Purchaser's Yard, not less than the prescribed minimum wages in each case and without any deductions of any kind, except as specified by Government or permissible under the Payment of Wages Act. The Contractor / Bidder must settle all the pending dues of the employees i.e. arrears of wages, proportionate leave wages, proportionate bonus payment, etc. Before winding up the site, the Contractor / Bidder shall pay all terminal dues to his employees such as Notice pay, Gratuity, Retrenchment compensation, etc.

27. BONUS ACT

The Contractor / Bidder shall pay to his eligible employees a Statutory Bonus as per 'Payment of Bonus Act' at the rate prescribed by the Statutory Authorities from time to time.

28. FACTORIES ACT

The Contractor / Bidder shall observe all applicable Rules and Regulations stipulated under Factories Act applicable to contract labour. The Contractor / Bidder shall maintain a separate register prescribed under the Act and pay Privilege Leave wages to all eligible employees. On completion of execution of the contract and before winding up, the Contractor / Bidder shall pay proportionate Privilege Leave wages to all eligible employees.

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

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

- (a) under the Employees' Provident Funds and Miscellaneous Act, 1952,
- (b) under the Family Pension Scheme, and
- (c) under the Employees' Deposit Linked Insurance Scheme and pay the contributions both in respect of his employees and his own. He shall submit all the necessary returns and other particulars periodically as prescribed under the said Act. Contractor / Bidder shall cover from the first day working all his contract labour on MDL jobs by filling requisite returns to concerned Statutory authorities and

obtaining Code Numbers / Account Numbers. Contractor / Bidder shall remit employees' and employers' contributions directly to the concerned authorities along with Inspection and Administrative Charges as per relevant provisions of the concerned Acts and Schemes made there under within 15 days from the close of every month. The Contractor / Bidder must submit copies of P. F. dues payment challans, copy of Form No. 12 (A), copy of form No. 6 (A (Annually) and copies of Muster Roll of their workmen every month to Corporate Personnel Department before renewal of passes for entry into the yard. The Contractor / Bidder must also attend to P. F. Inspections by concerned authorities and submit copy of the Inspection Report.

The Contractor / Bidder through his own P. F. code number shall fill in P. F. / Pension settlement forms of all the employees engaged in Purchaser's Yard, well in advance of last working day and forwards the said settlement forms to the respective P. F. Commissioner's office for settlement. Contractors who are yet to obtain PF code shall apply for Code nos to PF Commissioners Office and furnish copies of the same to Corporate Personnel Department. Purchaser shall recover PF dues from the contractors running bills till such time the PF Code no is obtained. The Contractor / Bidder may contact Corporate Personnel Department for the purpose to seek any / all clarification / necessary advice for completion of procedural work such as filling labour challans, E. S. I., P. F. – declaration forms, covering their labour under Group Insurance Policy, etc. An Administrative charge @ Rs. 10/- per employee per month for such consultancy will be recovered from all the contractors from the bills of the respective contracts.

30. EMPLOYEES' STATE INSURANCE ACT

The Contractor / Bidder should also cover all the eligible contract labourers working on MDL jobs, under the Employees' State Insurance Act and Scheme by furnishing necessary returns to appropriate authority and pay both employees' and employers' contributions in respect of these employees to the concerned authorities within 20 days from the close of every month. The contractor shall produce copy of R. D. F. duly acknowledged by ESI local office for confirmation that the workmen are covered under ESI Act and Scheme. Contractor / Bidder should produce proof of such remittances to Corporate Personnel Department of MDL along with full details of contributions etc. within 25 days from the close of month. He shall also give an undertaking that he will not engage any one on our work who is not duly covered under the said Act and Scheme. The contract employees who are out of coverage of ESI Act and Scheme should be covered under Group Insurance Policy linked with workman compensation Act. Those Bidders / contractors do not have their ESI Code No.; they should submit documentary evidence of application for obtaining ESI Code no to Corporate Personnel Department.

31. SAFETY

The Contractor / Bidder must observe all safety precautions in connection with the work to be performed by him, his agents or labourers. In the event of any accident happening in our yard resulting in loss of lives or otherwise damaging any part of the property, the contractor shall be required to make good the loss to the Company and shall be responsible for all consequences that follow from the loss and / or injuries to the persons involved in such accidents. The standard of safety to be observed in the Company shall be decided by the Executive-in-Charge Safety, or any Executive appointed for the purpose before the commencement of work in the yard. It will be essential for contractor to ascertain the standard precautions which contractor is required to observe in discharging his work as per the standards prevalent in MDL. The decision of MDL in matters concerning Safety shall be final and binding on the contractor. The Contractor / Bidder shall be required to provide his workmen with Boiler Suits of any suitable colour other than blue or white, with the Name of the Contractor in prominent letters on the boiler suits along with personal protection gears like safety shoes, hand gloves etc. workmen of the Contractor / Bidder must wear throughout their working while in the premises of MDL. Contractor's workmen working without safety gears are to be disallowed for work.

32. FORCE MAJEURE

If at any time during the execution of the goods / service order, the performance in whole or in part by either Purchaser or and by the Bidder(s) / Supplier(s) / Contractor(s) is / are delayed by any reason of force majeure situations such as acts of civil war, civil commotion, sabotage, hostilities, war, fires, explosions, epidemics, natural calamities like floods, earthquakes, volcanoes, storms, acts of God and laws of respective governments or any other causes beyond the control of either parties, hereinafter referred to as "events", provided notice of the occurrence of such event/s is / are communicated by either party, to the other party within 21 days from the date of occurrence thereof, neither party shall by reason such events be entitled to terminate the contract nor shall either party have any claim for damages against the other in respect of such non-performance and or delay in performance of the contract / order. Executions on either side shall be resumed as soon as practicable after such event

has come to an end or ceased to exist and the decision of Purchaser as to whether activities can resume or not, shall be conclusive and final. Occurrence of the events to be certified by Chamber of Commerce / Indian High Commission or Embassies / Government in that Country. The performance in whole or in part under the captioned tender / contract is prevented or delayed by reason of any such event for a period exceeding sixty days either party may at its option terminate the contract / further processing of the tender. The relative obligations of both the parties remain suspended during the actual period of force majeure. The Purchaser may extend the delivery schedule as mutually agreed, on receipt of written communication from the Bidder / Supplier / Contractor regarding occurrence of 'Force Majeure' conditions, but not exceeding six months from the scheduled delivery date. If the 'Force Majeure' conditions extend beyond this period, the Purchaser shall have the right to cancel the order without any financial implication to the Purchaser or on terms mutually agreed to.

ACCEPTANCE FORM FOR GENERAL CONDITIONS OF CONTRACT (GCC)

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

COMPANY'S NAME & ADDRESS:

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

NOTES:

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

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

Restriction under rule 144(xi) of GFR

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

Explanation—

- a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;
 - b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholder's agreements or voting agreements;
2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

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

Note: Model certificate for the same is attached at the following page.

Model Certificate:

DECLARATION BY AUTHORISED SIGNATORY OF THE FIRM

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

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

AUTHORISED SIGNATURE: _____

DATE: _____

Seal / Stamp of Bidder

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

DECLARATION BY AUTHORISED SIGNATORY OF THE FIRM

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

OR

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

AUTHORISED SIGNATURE: _____

DATE: _____

Seal / Stamp of Bidder

DECLARATION CERTIFICATE FOR LOCAL CONTENT
(Tender value Less than Rs 10 Crores)

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

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

IN RESPECT OF BID / TENDER No.
ISSUED BY: (Name of Firm):.....

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

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

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

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

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

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

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

i) I seek benefits against the following policy only (Select only one Option):

1) PPP MSE Order 2012 (applicable for MSE manufacturers)

2) PPP MII 2017 (applicable for Class I suppliers as well as MSE manufacturers)

(Note: If not declared / selected it shall be deemed that purchase preference benefit is sought under PPP MII 2017 policy. However, selection of both the options will be treated as ambiguous and will result in rejection of bid)

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

Tender Item Sr No	Local content calculated as above %	Location of local value addition <small>(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.)</small>

Attach separate sheet duly signed if space is not sufficient

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

(f) I accept that the Procurement Authority / Institution / MDL / Nodal Ministry has the right to request that the local content be verified in terms of the requirements of revised Public Procurement (preference to Make in India) Order 2017 dtd 16.09.2020 and I shall furnish the document / information on demand. Failure on my part to furnish the data will be treated as false declaration as per PPP MII Order 2017. In case of contract being awarded, I undertake to retain the relevant documents for 7 years from date of execution.

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

SIGNATURE: _____

DATE: _____

Seal / Stamp of Bidder

DECLARATION CERTIFICATE FOR LOCAL CONTENT
(Tender value More than Rs 10 Crores)

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

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

IN RESPECT OF BID / TENDER No.
ISSUED BY: (Name of Firm):.....

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

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

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

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

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

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

i) I seek benefits against the following policy only (Select only one Option):

1) PPP MSE Order 2012 (applicable for MSE manufacturers)

2) PPP MII 2017 (applicable for Class I suppliers as well as MSE manufacturers)

(Note: If not declared / selected it shall be deemed that purchase preference benefit is sought under PPP MII 2017 policy. However, selection of both the options will be treated as ambiguous and will result in rejection of bid)

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

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

Attach separate sheet duly signed if space is not sufficient

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

(f) I accept that the Procurement Authority / Institution / MDL / Nodal Ministry has the right to request that the local content be verified in terms of the requirements of revised Public Procurement (preference to Make in India) Order 2017 dtd 16.09.2020 and I shall furnish the document / information on demand. Failure on my part to furnish the data will be treated as false declaration as per PPP MII Order 2017. In case of contract being awarded, I undertake to retain the relevant documents for 7 years from date of execution.

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

SIGNATURE: _____ **DATE:** _____

Seal / Stamp of Bidder

ACTUAL LOCAL CONTENT CERTIFICATE
(Tender value More than Rs 10 Crores)

Note 1: This certificate shall be submitted by the successful bidder post execution of the contract.

LOCAL CONTENT DECLARATION (post execution of contract / PO). THE SUPPLIER SHALL PROVIDE THIS CERTIFICATE FROM STATUTORY AUDITOR OR COST AUDITOR OF THE COMPANY (IN CASE OF COMPANIES) OR FROM A PRACTICING COST ACCOUNTANT OR PRACTICING CHARTED ACCOUNTANT (IN RESPECT OF SUPPLIER OTHER THAN COMPANIES) GIVING THE PERCENTAGE OF LOCAL CONTENT.

IN RESPECT OF CONTRACT No./ PO No.....
ISSUED BY: (Name of Firm):.....

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

- (a) The facts contained herein are within my own personal knowledge.
- (b) My/our company had declared the local content at the time of tender as under

Tender Item Sr No	Local content calculated as above %	Location of local value addition

- (c) My / our company has completed the above referred contract and the actual local content of the delivered item/s calculated using the definition in the declaration given at the time of Bid is as under:

Tender Item Sr No	Declared minimum Local content at the time of bidding (%)	Achieved Local content of delivered items (%)

NB: Local content percentage shall strictly be declared item wise or tender wise as was declared at the time of bid / tender.

- (d) I accept that the Procurement Authority / Institution / MDL / Nodal Ministry has the right to request that the local content be verified in terms of the requirements of revised Public Procurement (preference to Make in India) Order 2017 dated 16.09.2020 and I shall furnish the document / information on demand. Failure on my part to furnish the data will be treated as false declaration as per PPP MII Order 2017. I undertake to retain the relevant documents for 7 years from date of execution.

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

SIGNATURE: _____ **DATE:** _____

Stamp / Seal of the company

EXTRACT OF PROVISIONS OF THE OFFICIAL SECRETS ACT, 1923**SECTION 2(B): "PROHIBITED PLACE"**

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

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

SECTION 3: "PENALTIES FOR SPYING"

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

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

SECTION 4: "COMMUNICATION WITH FOREIGN AGENTS"

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

SECTION 5: "WRONGFUL COMMUNICATION OF INFORMATION"

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

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

Shall be guilty of an offence under this Act.

SECTION 6: "UNAUTHORISED USE OF UNIFORMS"

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

SECTION 7: "INTERFERING WITH OFFICERS OF POLICE"

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

SECTION 8: "DUTY OF GIVING INFORMATION"

It shall be duty of every person to give on demand to a superintendent of Police or any other Police Officer not below the rank of Inspector, any information in his power relating to an offence under this Act. If any person fails to give such information, shall be punishable with imprisonment to 3 years or fine or with both.

SECTION 9: "INCITEMENT"

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

SECTION 10: "PENALTY FOR HARBOURING SPIES"

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

SECTION 11: "SEARCH WARRANTS"

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

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

Bidder's Signature.....

Bidder's Name.....

Company Seal.....

PROFORMA BANK GUARANTEE FOR PERFORMANCE SECURITY

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

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

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

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

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

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

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

7. Notwithstanding anything contained herein above:

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

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

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

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

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

For Bank

(by its constituted attorney)

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

APPENDIX –3

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

(ILLUSTRATIVE FORMAT)

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

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

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

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

4. We, the Surety further agree with the Company that the Purchaser shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said order/or to extend

time of performance by the Company from time to time or to postpone for any time to time any of the powers exercisable by the Company against the Contractor/ Supplier and to forbear to enforce any of the terms and conditions relating to the order and we shall not be relieved from our liability by reason of any such variation or extension being granted to the Contractor/ Supplier or for any forbearance, act or omission on the part of the Company or any indulgence by the Company to the Contractor/Supplier or by any such matter or things whatsoever which under the law relating to sureties would have the effect of relieving us.

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

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

7. Notwithstanding anything contained herein above:

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

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

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

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

SCOPE OF WORK

HOT DIP GALVANISATION OF PIPES

SCOPE OF WORK

HOT DIP GALVANISATION OF PIPES

1. This scope of work is to explain the process & product quality of the galvanizing process. These pipes require stringent quality requirements/ specified process and detailed documentation. Extracts of relevant documents are included in this scope of work.

2. MDL SCOPE:

- a. Steel pipes of different sizes (Total pipes – **126 Nos.** pipes), Qty: Approx. **10960.2 Kg** for the contract period of 12 months.
- b. Facility at MDL premises for loading/unloading of pipes for dispatch and receiving.
- c. The work schedule & priorities for pipe galvanizing operations with delivery period will be provided by EY-Pipeshop, MDL, prior to commencement of the work.
- d. Protecting caps on flanges of the pipes to avoid damages
- e. Tally plates along with each pipe mentioning details of pipes
- f. Holding rings will be welded on pipes for holding the pipes at suitable position during galvanization process.
- g. Pipe sketches to recognize the pipe after galvanization.
- h. Inspection protocols of pipes.
- i. Inspection of finished galvanized pipes will be carried out by MDL's Inspector at Firm's premises. Certain pipes will be checked for inside galvanization quality with Endoscope arranged by contractor.

3. CONTRACTOR'S SCOPE:

(a) Procedure

- i. **Total 126 Nos pipes will be sent to Firm premises in Lot.**
- ii. **Galvanization, pickling will be performed process.**
- iii. **Thickness gauging inspection at firm premises will be performed by MDL QC.**
- iv. **Pipes will be released for galvanizing by MDL QC after filling protocol for QC accepted pipes.**
- v. **Rejected pipes will be sent to MDL immediately for further repair process.**
- vi. **Galvanizing of pipes as per standard procedure.**
- vii. **Inspection by MDL QC post galvanization.**
- viii. **transportation of balance pipes to MDL.**

- (b) All the pipes to be galvanized are required to be collected from different places /workshops in MDL yard as required and as per instruction. Galvanized pipes must be delivered back to respective shops only.

Galvanizing of pipes to be carried out as per following reference documents (Extract of below mentioned documents are included in this SOW): -

- (i) STF 33-04-16E
 - (ii) NF EN ISO 1461
 - (iii) ASTM A-123, A-153
- (c) The transport is to be arranged by contractor for the pipes (To & Fro).
- (d) The pipes after galvanizing should be properly cleaned and packed or covered to avoid damage during transportation.
- (e) Firm has to arrange endoscope for inspection of Galvanized pipes. The Endoscope must have high quality image and resolution. OLYMPUS make IV9435GL model or equivalent is recommended.
- (f) Firm to do internal inspection of galvanized pipes before giving offer to MDL QA dept.
- (g) Zinc resist will be applied on flange faces & appropriate areas on pipes.
- (h) Transportation shall be paid as per actual trips and shall be done by firms.

4. MATERIAL IDENTIFICATION– PRODUCT IDENTIFICATION– TRACEABILITY

- a. The supplier must guarantee the following operations:
- b. Material identification: This identification concerns the products involved in the process, especially the pickling and galvanizing bath compositions.
- c. Product identification: This concerns the product to be galvanized and the identification must resist the complete treatment cycle.
- d. Traceability: It applies to the bath quality follow-up, especially the zinc bath composition. It allows identifying galvanized products corresponding to an analyzed bath composition. Subcontractor has to produce Zinc bath purity certificate before processing of every lot.

5. HANDLING – TRANSPORT – STORAGE

- a. Generally, the supplier must take the necessary measures in order to guarantee the quality of the product surface after galvanizing. These provisions are implemented specifically to prevent the surface damage from scratches or damage or surface contamination during the subject operations. Proper storage of pipes to be ensured at receiving & during processing & after final inspection.
- b. The pipes should have packing or covering after galvanizing to avoid the damage during transportation.

6. GALVANIZING PROCESS

- a. The only certified galvanizing process is the dry moulding dip process. Once the steel to be galvanized is bare further to a thorough pickling process, it consists of coating the part with a dry protective flux-covering, and then dipping it into a bath of molten zinc. Each pipe is to be galvanized one by one by first in first out principle.
- b. In addition, the supplier must protect the restricted areas defined by the MDL. The protective products are removed afterwards by the supplier. The identification labels are not removed during the treatment.
- c. The following phases are mandatory:
 - (a) Degreasing
 - (b) Pickling
 - (c) Rinsing
 - (d) Fluxing and drying
 - (e) Galvanizing
 - (f) Cooling
 - (g) Dichromating (optional)

Note: Surface preparation is mandatory in order to obtain a quality result.

- a. Degreasing. The bath (acid or alkaline) must remove all greasy substances.
- b. Pickling. The process must remove rust and scale (iron oxides and hydroxides) without attacking the base metal therefore it must contain an attack inhibitor. The acid bath dipping process is mandatory and the supplier must prove of the result quality level and its efficiency by carrying out an adapted bath analysis.
- c. Rinsing. The freshwater rinsing phase must remove the chemical products used in the previous preparation. PH value for rinsing bath should be maintained between 4 to 6.
- d. Fluxing and drying. The fluxing operation, using the bath process, must:
 - (a) complete the surface preparation by dissolving the iron oxides reformed during the rinsing phase
 - (b) protect the part surface with an anti-oxidizing film
 - (c) Guarantee regular surface wet ability during the dipping in molten zinc.

(d) The drying must start immediately after, either open air drying if the flux bath is hot ($\geq 50^{\circ}\text{C}$), either in a drying oven featuring maximum temperature control and compatible with the flux type ($\leq 110^{\circ}\text{C}$ for zinc and ammonium salt based flux). The oven drying operation guarantees elimination of the water contained in the flux and reduces the temperature difference with the zinc bath. This highly recommended process slows down the zinc bath cooling liable to generate mis runs (insufficient fluidity of the bath)

or non adherent off takes (underdeveloped iron - zinc phase) and reduces the soaking time (thickness control).

(Note: Handling prior to zinc bath dipping, must not affect the flux coating integrity.)

e. Galvanizing: The part is progressively dipped into the molten zinc bath.

The following parameters must be controlled, in addition to the bath composition:

(a) zinc bath temperature and cleanliness

(b) Dipping speed and duration

(c) Withdrawal speed and orientation.

(d) The zinc bath temperature has an important impact on the iron-zinc reaction and the deposit thickness. To obtain a bath that is fluid enough and does not cause off take misruns or produce a thick and brittle coating, this temperature must be between 440 and 460°C. Cleanliness is obtained by regularly removing matte (iron – zinc agglomerate) by skimming the surface ashes before dipping the part.

(e) The mandatory zinc bath composition is defined below.

(i) The dipping must be quick but compatible with regular gas release. The recommended speed is 2 to 3 m/min. The complete immersion time period must be reduced to a minimum compatible with the bath– Part thermal balance determining.

It depends on the mass of the parts and is included in a time range of 1 to 3 minutes.

(ii) During this phase, the part will be stirred and manipulated in order to guarantee the removal of gas pockets. Once the ashes have been skimmed, emersion is done slowly to allow zinc flowing without cooling, the recommended speed is 0.5 to 1.5 m/min. Considering these criteria, the handling process must allow to take the first immersed part out first and therefore guarantee a homogeneous dipping and coating thickness.

f. Cooling. The iron – zinc combination continues while the temperature is above 300°C. Draining will be quick and immediately followed by water cooling by soaking in a freshwater bath at a suitable temperature. Pipes and hollow parts less than 10mm thick may be air cooled.

g. Dichromating. The process contains dichromate solution and used for avoiding atmospheric contamination. After dichromating process, pipes must be washed by fresh water jet to remove chromate content as chromate is dangerous for health.

Note 1: it is mandatory to reflux the non dipped part, considering the part has undergone a preparation cycle.

h. Zinc resists. Some areas of the part may feature resists and bear a special protection avoiding zinc settling (threads, blind holes, gasket surfaces, etc.). Zinc resist paste will be applied by MDL. It is prohibited to use a dezincification process to obtain galvanizing resists, unless it is immediately followed by a rinsing operation and the application of a protective coating against oxidization. The coating must be applied within 48 hours.

- i. **Zinc bath composition.** The primary zinc used for bath formation or reconstitution is selected amongst grades Z1 to Z4 in accordance with standard NF EN 1179. Considering the silicon and phosphorous content of the pipes used, causing the iron – zinc coat thickness to increase (SANDELIN effect), it is recommended to add an inhibitor (aluminium or nickel). The imposed products are aluminium and/or nickel within the maximum proportion of 0.03 % for aluminium and 0.12 % for nickel.
In these conditions, the zinc proportion in the bath must not be less than 98.8 %. The total proportion of contamination can only represent a maximum of 0.5 % and not exceed the values in table 1.

Table 1

Maximum value for the contamination content in %					
Lead Pb (max)	Cadmium Cd (max)	Copper Cu (max)	Tin Sn (max)	Iron Fe (max)	Magnesium Mg (max)
1	0.1	0.01	0.1	0.04	0.008

7. QUALITY REQUIREMENTS OF GALVANIZING OF PIPES.

- (a) Subcontractor should strictly adhere to the galvanizing standards mentioned above & should derive its own operating procedure (sample process is as above).
- (b) Galvanizing will be witnessed by MDL inspector.
- (c) The defect like rust, black spot, mis runs, extra material etc are not allowed in inside & outside portion of pipes. Pl. refers defect acceptance criteria mentioned in galvanizing standard.

8. **INSPECTION.** The contractor has to offer the pipes after galvanizing, for inspection to MDL QA at their site. The supplier must implement a quality assurance process in compliance with the ISO 9001 standard. This process includes the preparation of a quality plan, and the implementation of quality inspections throughout the entire Galvanizing process in abidance with the minimum requirements specified in the following paragraphs in order to guarantee the final quality.MDL may request quality audits during the order.

9. **DE-ZINCIFICATION:** The parts in for repair or featuring a defective galvanizing imperatively undergo a total dezincification prior to an overall regalanizing process. Mechanical processes (grit blasting, sand blasting, etc.) may be used to breakdown the operation, but a final chemical treatment using acid is mandatory. The recommended dezincification bath is a diluted industrial hydrochloric acid base bath containing a steel corrosion inhibitor.

10. DELIVERY PERIOD:

Contractor shall complete galvanizing of pipes within 15 working days from date of collection of pipes from MDL Contractor shall collect the pipes within 2 days from telephonic intimation by MDL.

Contractual Validity is 12 months from P. O date. Transportation (To and Fro) shall be arranged by the subcontractor.

11. Rate Sheet : attached as per pipe list

Sr. No.	Activity	Qty	No. of pipes	Total	
1	De- galvanization of complex shape pipes	10960.2 Kg	126 Nos.	Rs.----- + Taxes	
2	Galvanization of complex shape pipes	10960.2 Kg	126 Nos.	Rs.----- + Taxes	
3	Transportation	<u>Transportation by</u>		<u>No of trips To and Fro</u>	<u>Rate</u>
		Pick up			
		Tempo			
		Trailer			

12. **Warranty:** 12 Month.