

Mazagon Dock Shipbuilders Limited

(Submarine Division)

SINGLE TENDER

BUYER SPECIFIC ADDITIONAL TERMS & CONDITIONS WITH DETAILED SCOPE OF WORK

This is a Single Tender enquiry on enquiry on M/s Texol Engineering Pvt. Ltd. , nominated by Indian Navy. Intimation to nominated vendor will be communicated by email separately for bidding against this tender. Unsolicited bids submitted by all other vendors will be summarily rejected.

SUBJECT: DESIGN, SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF FEED PREPARATION PLANT/SYSTEM INCLUDING CIVIL FOUNDATION, FACILITY ESTABLISHMENT AND PEB STRUCTURES WITH TRANSPORTABLE SETUP AT ANIK CHEMBUR YARD, MDL PREMISE ON TURN-KEY BASIS FOR AIP PROJECT.

(A) TENDER ENQUIRY FORM:

1. Description:

Design, Supply, Installation, Testing & Commissioning of Feed Preparation Plant/System Including Civil Foundation, Facility Establishment and PEB Structures with Transportable Setup at Anik Chembur Yard, MDL Premise On Turn-Key Basis for AIP project as per SoW approved by MDL/NRML.

The detailed scope of supply/work is attached as **Enclosure-1**.

2. Instructions to the bidder:

Bidder should submit all documents strictly through GeM Portal only.

3. Validity Period:

Bids / Offers shall have a validity period of 180 Days from the GeM Bid closing date. A bid valid for a shorter period will be liable for rejection.

4. Earnest Money Deposit (EMD):

Not Applicable

5. Submission of offer: - (SINGLE BID)

Offer must be forwarded through GeM Portal in **SINGLE BID** and scanned copies of the below mentioned documents to be attached in the offer:

i) Bidder's Statement on their Company Letterhead indicating GeM Bid No, GeM Bid Date, confirming compliance and acceptance on the Scope of Supplies and other Terms and Conditions as included in this GeM Bid enquiry, duly signed, stamped and dated by bidder's authorized person(s). Tender Enquiry Terms and Acceptance Format. (Enclosure-3) & DEVIATION SHEET (Enclosure-4) duly filled as ACC or DEV to be submitted.
ii) Bidder to submit signed scanned copy of this complete document with Scope of Supply/Work as acceptance (Enclosure-1).

iii) Bidder to submit Integrity Pact as per **Enclosure-9 (Integrity pact shall be signed on all pages)**.

vi) Duly filled Rate sheet clearly indicating & applicable GST as per format at Enclosure-2.

vii) Bidder to submit Extract of provisions of the official secrets act, 1923 (Enclosure-8) duly signed.

viii) Bidder to submit following documents along with offer:

a) Draft QAP & ATP,

b) Detailed list of equipment/instrumentation/valves with proper description & model, MoC, Capacity or rating and quantity. This list would be needed to be added in the final order so that smooth unloading can be carried out at MDL.

c) Detailed list of material needed for facility establishment to add it in order.

d) Detailed list of material needed for civil work to add it in order.

e) Detailed list of commissioning and operation spares.

Note: - Supplier is requested that the list should be comprehensive and to be delivered in MDL in one lot for each stage or activity.

Note:

a) Bidders in their own interest are requested to submit their bids well in advance of tender closing date to avoid the last minute difficulties in submitting the bids. Bidder should submit offer with all relevant

documents.

b) Any Techno-commercial query related to subject GeM bid shall be forwarded to following emails:

kvsbalakrishnan@mazdock.com, rbabu@mazdock.com , vhgohel@mazdock.com

6. Bid Rejection Criteria: -

A. Categorical Rejection Criteria

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

i. Bidders who are debarred under PPP MII order 2017, GeM, CPPP including tender holiday issued by MDL.

ii. Bids received other than through GeM portal.

Following criteria for rejection of the bids:

(A) Categorical Rejection:

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

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

(ii) Bids received through other than GeM Portal

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

(B) Liable for Rejection Criteria

Bidders are required to furnish following details / clarification / documents along with their offer. In case these are not received along with the offer then bidders have to submit such documents / clarification within the duration / date stipulated by MDL, failing which their bids shall be rejected in following cases:

(i) Bids received without Integrity Pact duly signed by the bidder on each page.

7. Delivery Schedule:

- a) Delivery Period: Stage/Item/Milestone wise lead time is indicated against each line item in Enclosure-1 (Scope of Supply/Work)
- b) The delivery schedule for this turnkey project is 48 weeks from order placement i.e. from order placement to handing over the plant to MDL post commissioning / SAT. Post handing over of plant, supplier shall be responsible for operation, maintenance and disposal of sludge for a period of 1 year.
- c) The detailed scope of supply /work is placed at **Enclosure-1**.
- d) Items/ materials to be delivered in Anik Chembur yard of MDL in one lot for each stage or activity. Bidder to send notice in writing (e-mail) at least 7 days prior to delivery of items / material for each stage.
- e) Bidder is requested to quote acceptance of the delivery period in the offer. Delayed deliveries beyond stipulated delivery period shall attract LD as per tender terms.

8. Pricing:

a) The quoted prices shall remain firm and fixed during the currency of the order / contract unless agreed otherwise by MDL. Bidder shall quote the prices in GeM Bid.

b) Bidders to note that GeM Prices must be inclusive of all Taxes and duties. Sellers are advised to quote prices inclusive of all taxes & duties.

9. Terms of Payment:

No Advance payment allowed.

Stage wise payment (**as per Para-4 of Enclosure-1**) will be released against Milestone completion certificate signed by PS(AIP-P75 Project).

Payments shall be made to the seller within 15 days of submission of following documents:

- a) One original and two copies of signed Invoice.
- b) Milestone completion certificate signed by PS(AIP-P75 Project)
- c) Copy of Goods receipt note (GRN) (for materials) OR

Duly signed SAP Work Completion Certificate (for services) signed by MDL Production / Project team executive of rank CM and above, indicating LD if applicable or not.

Note:

a) 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. 10 Cr. as per GST Act."

b) **Trade Receivable Discounting System (TReDS) For MSEs:** 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 (RXIL, Invoice Mart, M1Xchange). MDL is registered for TReDS online platform with A.TREDS Ltd, & M1Xchange to facilitate payments to MSMEs through TReDS. At TReDS, auctioning of invoices at competitive & transparent environment is done by financers based on Buyer's credit profile. 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."

10. Inspection/acceptance criteria:

Inspection & testing to be performed as per Scope of supply/ work (Enclosure-1).

Receipt inspection of materials will be carried out by MDL & IN based on Warranty certificate & COC as per approved DPR & DDR.

Shelf life certificate to be submitted by the firm for the consumable items and spares. Also firm to note that more than 80% residual shelf life should be available after delivery to MDL. Shelf life certificate should have specific mention of manufacturing & expiry date with shelf life.

Note: Rejection of Material:

Any portion of the equipment found defective/rejected, the supplier shall collect the same at his cost from the MDL Yard, all incidental charges being born by supplier, (inclusive of custom duty, if payable), within 30 days from the date of intimation to the supplier of such rejection. The MDL reserves the rights to dispose off the rejected item at the end of a total period of 90 days in any manner, to the best advantage to the MDL & recover storage charges & any consequential damages, from sale proceeds of such disposal.

11. Guarantee/ Warranty:

The bidder shall warrant comprehensive warranty for a period of at least 01 year from date of successful commissioning at MDL site as per format at Enclosure-10
Details mentioned in Scope of supply / work at Enclosure-1.

12. Performance Security (Performance Bank Guarantee cum Security Deposit):

Bidder shall submit Performance Security {Performance Bank Guarantee (PBG) cum Security Deposit (SD) for an amount of 5% (Five per cent) of the Contract/Order value excluding taxes, duties, freight etc. in the form of NEFT/ Demand Draft / Pay order / Bank Guarantee / Insurance Security Bond / e-Bank Guarantee in favour of Mazagon Dock Shipbuilders Limited, Mumbai from the list of Banks approved by SBI / Canara Bank published on MDL website as per MDL standard format at **Enclosure-5** within 25 days after notification of the award of contract and it should remain valid for a period of 60 (sixty) days beyond the date of completion of all contractual obligations of the supplier, including warranty obligations.

Security Deposit will be refunded to the contractor without interest, after he duly performs and completes the contract in all respects but not later than 60(sixty) days of completion of all such obligations including the warranty under the contract.

Non-submission or late submission of Security Deposit:

(i) MDL may at their discretion cancel the order and invoke risk purchase clause.

(ii) If MDL does not cancel the order, then interest will be recovered on the Security deposit amount for the late submission of Security deposit at the rate of interest i.e. SBI BPLR plus 2% in case of Indigenous bidders & EUROBOR/LIBOR plus 2% in case of foreign bidders declared by Indian Nationalized Bank State Bank of India for that quarter

13. Liquidated Damages:

Time is an essence of the contract. Therefore, the job, as ordered, should be completed on the dates mutually agreed upon in accordance with the delivery/completion schedule mentioned in PO. In cases of delay not attributable to Purchaser, beyond the agreed schedule, the Supplier / Contractor shall pay liquidated damages, a sum representing 0.5 % (Half percent) per week or part thereof, subject to maximum of 10% of the undelivered /unfinished portion of the order/ contract.

14. 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,

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

15. Integrity Pact:

The Integrity Pact essentially envisages the agreement between prospective vendors/bidders and MDL committing the person/officials of both the parties not to exercise any corrupt influence on any aspect of the contract. only those vendors/bidders who enter into such an integrity pact with the MDL would be competent to participate in the bid. Therefore, non-acceptance of integrity pact by the vendor/bidders shall be categorical rejection criteria.

The Bidder must accept and sign the "Integrity Pact" attached as Enclosure-9.

Independent External Monitor (IEM) appointed by MDL will have power to access all the document and examine the complaints received by him.

Details of Independent External Monitor (IEMs) are as below:

1. Mr.M N Krishnamurthy, IPS (Retd)

Email id: krishnamurthymn19@gmail.com

2. Mr. Deepak Kashyap, IRTS (Retd)

E-mail ID - deepakkashyapnd02@gmail.com

IEM may be contacted for issues related to Integrity Pact (IP). For any other administrative enquiries and clarification on tender, bidders may contact Commercial Dealing Executive.

In case of non - submission of Integrity pact by the bidders, duly signed on each page, with Part-I of the bid, shall render the Bid liable for rejection.

16. 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 nine 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.

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

17. 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 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.

18. 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.

19. 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.

20. Book Examination Clause (BEC):

In case it is found to the satisfaction of MDL that the Supplier has engaged an Agent or paid commission or influenced any person to obtain the contract as described in clauses relating to Agents/Agency Commission and penalty for use of undue influence, the supplier, on a specific request of MDL shall provide necessary information/inspection of the relevant financial documents/information.

21. Declaration for local content:

Bidder should indicate the percentage of local content (i.e. value added in India) along with the details of location/s where the value addition is made, in their bids, item wise or tender wise as per format at Enclosure-6. The indicated local content percentage shall decide categorization of the vendors as "Class-I Local Supplier" / "Class-II Local Supplier" / "Non-local Supplier". Bidder to note that the 'local content' requirement to categorize a supplier as 'Class-I local supplier' is minimum 50%. Also, bidder to submit Actual local content certificate post execution of contract / PO as per format at Enclosure-7.

22. MDL reserves the right to consider placement of Order / Contract in part or in full against the tendered quantity.

23. Claims by Firms:

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

24. In case of any technical clarifications regarding scope of work, bidder is requested to contact Mr. K V Shreejeeth , Manager (Design) Email Id : kvsbalakrishnan@mazdock.com / Mr. Raju Babu, Chief Manager (Design), Email Id : rbabu@mazdock.com, Ph No- 022 2376 3373 before the closing date of the tender. We look forward to receive your most competitive and reasonable offer against this tender.

Yours Faithfully,

Purchase Executive: Mr. Vimal Gohel
Deputy Manager, Commercial – East Yard
Tel. 022-23762613
Email: vhgohel@mazdock.com

Enclosures

Enclosure-1: Scope of Supply / Work.

Enclosure-2: Rate Sheet Format.

Enclosure-3: Tender Enquiry Terms and Acceptance Format.

Enclosure-4: Deviation Sheet

Enclosure-5: Format for Bank Guarantee for Performance Security

Enclosure-6: Declaration of Local content

Enclosure-7: Actual Local content

Enclosure 8: Extract of provisions of the official secrets act, 1923

Enclosure-9: Integrity Pact

Enclosure-10: Format for certificate of warranty

SCOPE OF WORK

Engineering, Design, Supply, Installation, Testing & Commissioning, Factory Establishment & Civil work of Feed Preparation Plant/System at Anik Chembur Yard, MDL Premise *on Turn-Key basis*.

1. Introduction:

Indian Navy is progressing retrofitting of AIP system on P-75 submarine. MDL is required to set up shore support facility as part of AIP Project. Feed preparation & storage is one of the shore facility required for AIP Project. AIP site requirement is 33KL per turnaround.

2. Requirement:

2.1. The Feed Preparation Plant/ System is divided into the following major sections:

- 2.1.1. Process water storage tanks T-401 & T-402 (Capacity- 10m3)
- 2.1.2. Process water pump (P-401 Pump)
- 2.1.3. Alkali solution preparation section (Tanks T-501 with capacity 10m3, pumps P-501 & P-502 and heat exchanger HE-501)
- 2.1.4. Alkali storage tank with capacity 1m3 and MOC SS
- 2.1.5. Sodium borohydride (NaBH4) solution Preparation section consisting of Reactor (V-101), Pump (P-101) and Heat exchanger (HE-101)
- 2.1.6. Sodium borohydride (NaBH4) solution Storage section & transfer (Tanks (S-201, S-202), Pumps (P-200, P-201, P-202) & Powder Dosing system (X-101))
- 2.1.7. Cooling tower section consisting of cooling tower, pump & water basin (C-301 & P-301)
- 2.1.8. Alkali and Sodium Borohydride loading tubular drag conveyor system
- 2.1.9. AIP Site FEED Unloading Skid (25-30 mts PTFE lined flexible hoses or fixed lines as per layout plan)
- 2.1.10. NiCl2 catalyst preparation and transfer facility (Tank V-1002 & Pump P-1003)
- 2.1.11. ETP (Effluent Treatment Unit)
- 2.1.12. SCADA based control system for data monitoring and control
- 2.1.13. Firefighting system & Safety Devices
- 2.1.14. Fire hydrants and fire alarms
- 2.1.15. Metallic structure and pipe rack
- 2.1.16. Civil Structures for Plant set up
- 2.1.17. Nitrogen purging and flushing facility comprises a nitrogen bank with associated piping, instruments, accessories etc.

- 2.2. MDL AIP site load requirement per turnaround – 33 KL, Batch capacity – 8KL
- 2.3. All the hardware items shall be SS304/302 for rust prevention

3. Scope of supply:

- 3.1. Supplier will be responsible for Design, Detail engineering, Procurement, individual equipment / component FAT (at Supplier and or sub-vendor's Premise), Supply at MDL site, Assembly, STW, FAT with inerts, SAT or Testing with process fluid during commissioning, Training, All packaging & forwarding, Freight, Loading, Insurance and other charges of the Feed Preparation System.
- 3.2. Supplier will prepare the Detail engineering package, P&IDs, Equipment List with Make, Model and Specifications of items, Construction drawings of Fabricated & bought out items, Project schedule and Plant Layouts etc. at the first stage post order placement.
- 3.3. Operation and Maintenance of the plant shall be in supplier's scope post completion of commissioning for a period of 1 year. MDL will depute Manager/Engineers and Technician of required educational qualifications and experience for operation and upkeep of the plant. It is necessary to upkeep the plant in operation for specific time daily to ensure that all equipment is functional and meeting the operational requirement.
- 3.4. Supplier to handle Disposal of waste generated from FPP for the period of 1 year from commissioning of plant or till completion of the warranty period, whichever is earlier.
- 3.5. Scope of supply will consist of Design, Detailed engineering, Procurement, Manufacturing, Individual equipment / component FAT at Supplier premise, Dispatch to MDL site at Anik Chembur, Installation at Anik Chembur, Mechanical completion, Setting To Work (STW), FAT with inerts, Site Acceptance Test (SAT) i.e. testing using process fluid during Commissioning. Supplier activities will include the following:
 - 3.5.1. Development of final P&I diagram, Process Bill of materials, Equipment layout, Control panel layout, Application software, Project schedule etc.
 - 3.5.2. Detail engineering and design (Sizing and selection) of vessels/tanks, Construction drawings of Fabricated & bought out items such as Heat exchangers, Pumps, Structure and Piping etc.
 - 3.5.3. Sizing and selection- Cooling tower, Valves, Instruments, Piping, Control system components & hardware etc.
 - 3.5.4. Procurement of all bought-out items
 - 3.5.5. Manufacturing of individual fabricated items at Supplier and/or at its sub-vendors' shops.
 - 3.5.6. Fabrication of Skid/platform for charging of solid material like NaBH4/Caustic pellets in the storage vessels & Piping.
 - 3.5.7. SCADA based control system for data monitoring and control. (Level, Temperature, H2 gas in tank/system line and pH instruments to have local display and transmitter to send readings to the control system.)
 - 3.5.8. Testing of various equipment at Supplier or Supplier's sub-vendor shop
 - 3.5.9. Installation of cooling water and process water lines, drain line, overflow lines.
 - 3.5.10. Packing, forwarding, Dispatch & delivery of all items at MDL site (Anik Chembur)
 - 3.5.11. Installation, Mechanical completion, STW, Pressure testing of system pipe-line (where required) as per approved QAP, FAT (testing using inert), SAT (Commissioning and Performance trials using process fluids) at MDL site i.e., Anik Chembur
 - 3.5.12. HDPE Process water storage tank 10m3 capacity 2Nos along with pump and flow meter.

- 3.5.13. One horizontal ISO Alkali solution preparation tank of capacity 10 m³ and one Alkali storage tank of capacity 1m3.
- 3.5.14. Skid-mounted 02 horizontal ISO storage tanks of capacity 10m3 with PP lining on inner side of the tank, Limpet construction for water cooling
- 3.5.15. To accurately dose a measured amount of the Borohydride in granular form, stored in plastic bag of 10Kg each in 200 Lt drums. For handling; dedicated Disc conveyor to be used.
- 3.5.16. Cooling tower with associated pumping circuit P-301 will be provided to remove the exothermal heat of mixing from the feed preparation vessel and subsequent heat exchangers. Sump of approx. 9m3 will be built in cement over ground.
- 3.5.17. Supplier to provide Maintenance room 2 x 20 ft containers (containing 1 ton AC & 1 set of furniture) either parallel or stacked up for local maintenance activities
- 3.5.18. One static charge dissipator to be installed in chemical material loading area.
- 3.5.19. Two trailers with mechanical jack at front and back for transportation of final feed from tank to AIP site.
- 3.5.20. Required/Adequate illumination for surrounding area (non-flameproof) covering the FPP facility.
- 3.5.21. Supply of flexible hose for feed solution and catalyst at AIP Site (35-40 mts) with QR Coupling.
- 3.5.22. Required/Adequate illumination inside process plant (Flameproof) within process area
- 3.5.23. Lab setup (pH, Density measurement, Purity test setup for NaBH4, Alkali test etc)
- 3.5.24. Manually operated firefighting systems including pumps, suitable pipe around the facility, Fire hydrant outlets (10 Nos) and 06 nos Fire extinguisher (Mechanical foam gas cartridge type).
- 3.5.25. 50 KG X 2 No's of Polyacrylate powder to be used for solid material spillage of NaBH4 powder.
- 3.5.26. The feed solution will be prepared in agitated jacketed Reactor capacity 10m3, V-101
- 3.5.27. Cooling water heaters (Approx. 45 KW with controllers)
- 3.5.28. Rolling gate with locking arrangement in FPP site.
- 3.5.29. 02 Nos of Eye-wash/ Body wash station in raw material dosing area.
- 3.5.30. Safety Facility such as Security cabin, CCTV, Hooter, 5 Nos of Hydrogen detectors should be arranged at FPP site.
- 3.5.31. Metal structure with blasting/painting for reactor, heat exchanger and pipe rack will be provided. The columns will be installed on civil foundations. Stair case, access ladder, hand rails & toe-guards will be provided as required.
- 3.5.32. Supply of Manuals & Spares
- 3.5.33. Overall Project Management
- 3.5.34. Warranty support
- 3.5.35. Training of MDL personnel
- 3.5.36. Operation & maintenance
- 3.5.37. Disposal of waste from FPP

Note: - MDL shall have the right to change the scope of work as per our requirement and available resources before order placement and same will be rationalized during TNC & PNC.

3.6. Control, Electrical and Instrumentation

- 3.6.1. The Plant will be equipped with the necessary instrumentation on all vital points in order to control, monitor and record data wherever necessary. Supplier will use Programmable logic controller (PLC) & SCADA based Control System. A desktop computer with 50-inch TV will be provided as SCADA.
- 3.6.2. A dedicated PLC system including control panel, electrical panel, junction box will be designed & supplied as per the required area classification. The integration of PLC with field instrumentation will be done by Supplier prior commencement of FAT.
- 3.6.3. Electrical Design - PLC Control Panel: MCC- Motor Control Center, Cables and Junction boxes

3.7. Design requirements of instrumentation/equipment, Civil works in plant area:

- 3.7.1. Process/Plant area: All instruments in main process area shall be suitable for Hazardous Area Zone-2, Gas Group-IIIC (Zone-IIIC - Hydrogen atmosphere)
- 3.7.2. The MCC and Control panel - Safe Area
- 3.7.3. All safety and operational related parameter should be visible at a centralized remote display panel.
- 3.7.4. All electrical equipment should have proper earthing. The provisional/civil work for earthing to be carried out by the supplier.
- 3.7.5. The feed storage tank of plant must be ISO tanks mounted on trailer with hydraulic jack mechanism in order to facilitate quick transportation using prime mover. Method/provision to transfer prepared feed from ISO tank to onboard NaBH4 tank inlet is under supplier scope. The required hoses and pump are to be provided by supplier till NaBH4 tank inlet point.
- 3.7.6. All the civil works required for the plant set up to be designed and constructed by the Supplier. The feed preparation plant is to be gated & metal fenced all around.
- 3.7.7. All regulatory/statutory permissions/approvals/NOCs/licenses from competent authority if required are to be obtained by the Supplier. All permits will be on name of MDL. MDL will extend all possible assistance in terms of issuing appropriate letters or requests or application to the regulatory/statutory bodies. However, all liaison work with the authorities will be carried out by supplier for timely obtaining the clearances. Any charges towards obtaining such permissions / approvals / NOCs from regulatory/statutory bodies will be paid by supplier.
- 3.7.8. The Feed Preparation plant/ system along with additional storage required for chemicals should be covered with fully enclosed shed with adequate ventilation in order to protect from bad weather. There should be bifurcation between Feed Preparation Plant and chemical storage area.
- 3.7.9. Addition of chemicals like Alkali chemical to Alkali solution preparation tank & NaBH4 chemical powder to NaBH4 solution preparation tank should be semi-automatic using drag chain conveyor with manual loading.
- 3.7.10. CCTV surveillance of complete set up is to be installed.
- 3.7.11. A containerized remote-control room of suitable dimension with CCTV monitoring facility to be setup. (5 cameras/ DVR with minimum 30 days backup storage, Screen & LAN cabling, 1 hooter alarm)

Note: (i) Supplier shall carry out all liaison work with the authorities to obtain approvals/clearances/NOCs in timely manner. MDL shall extend all possible assistance in terms of issuing appropriate letters or requests or application to statutory/regulatory bodies.

3.8. Civil Work for entire facility:

- a. Civil foundation required for structure, equipment, tanks, pumps, buildings etc.
- b. Overground 9m3 water tank for cooling tower
- c. Pedestals for columns and Internal roads
- d. ETP underground 10m3 tank
- e. This plant needs to be elevated 300mm above civil pad for various process and operational requirement. Therefore, modification in civil pad is required at pedestal locations.
- f. PEB for raw material storage and local sheds for solid material handling area and reactor top (8 meter X 9.6 meter X 5 meter). This metal PEB will be used for storing raw materials (Caustic and Sodium Borohydride) required for 2 batch of operations.
- g. This enclosure to have rolling shutter, safety door and windows to maintain natural ventilation.

3.9. Facility Establishment:

Required space will be allocated by MDL at Anik Chembur Site. TEXOL will undertake the responsibility of establishing the entire facility at MDL, Anik Chembur premise. This will include the following material and services.

- Maintenance Room – TEXOL will provide 2 X 20 ft containers either parallel OR stacked up. These containers will be used for local maintenance activities (cold work) and required small lab setup and office essentials.
Note- No hot work /welding work can be done at site location considering its hazardous area classification.
Any hot work which requires special welding will be sent out on job basis for repairs.
- 2 trailers with mechanical jack at front and back for transportation of final feed tanks to AIP site.
- A prime mover vehicle with registration on the name of MDL which is proposed to be used for FEED solution transportation and other duties as required at MDL site.
- Manually-operated Firefighting system for Feed preparation site which will include-
 - Fire water pump
 - Fire water ring CS (or suitable) pipe around the facility
 - Required fire hydrant outlets across the plant (6 Nos)
 - MDL will provide existing 72m3 metal tank to be used as fire water tank. The tank dimensions are approximately 12-meter X 3-meter X 2.8 meter. MDL will provide details for the same. This tank will be used for fire water and cleaning water duty. This tank must be located close to FPP installation site within 5-meter periphery.
- Required / adequate illumination for surrounding area (non-flameproof) covering the FPP facility.

- Required / adequate illumination inside process plant (Flameproof) within process area
- Rolling gate(s) with locking arrangement
- Signages, directions, stickers, posters etc.
- Gas vent header
- 2 Nos. of eye-wash / body wash station in raw material dosing area
- MDL will provide earthing pits OR network with connector near the skid area within 5 meters. This earthing shall be as per IS3043 standard and isolated as far as possible from other existing earthing network. Minimum 3 earthing connections are required. First is required for grounding of mechanical equipment, second is required for instrumentation earth and third for direct grounding of lightning arrestor.

Further distribution of earthing to equipment, junction box, motors and other static points will be done through metal strip OR earthing grade cables will be done by TEXOL.

- 1 No. of static charge dissipater which will be installed in chemical material loading area. ISO storage tanks (frame) will be connected to electrical ground during loading and unloading.
- Simple Fencing like barbed wire to the facility, as required.
- Lab setup (pH, density measurement, purity test setup for NaBH4, Alkali test testing lab item)
- PVC piping across facility for distribution of potable water. Distribution points will be cooling water basin, lab area, maintenance room etc.
- Air compressor (For maintenance operation only)
- N2 purging for NaBH4 powder charging station including pressure regulator 150barg-1.5 barg and then further regulator for 1.5 barg - 0.1 barg. Nitrogen cylinders are by MDL
- 1 No. Security Cabin required for facility.
- CCTV (SAFE area) (5 cameras, DVR with minimum 30 days of backup storage, screen and LAN cabling)
- 1 X Hooter (Alarm Horn)
- 1 No. Manual / battery operated pallet trolley used for unloading of raw material from truck, arrangement of raw material in chemical storage building, movement of pallets from chemical storage building to raw material handling in process area.
- Up to 5 Nos. of hydrogen detectors will be provided. These sensors will be connected to PLC control system supplied TEXOL Engineering. Spare channels will be utilized for this. These detectors will be installed in below areas
 - 1 No. Above reactor
 - 2 No. Above FEED solution storage tank
 - 1 No. ETP area
 - 1 No. raw material storage area
- Requisite statutory approvals mainly from DISH (Directorates of Industrial Safety and Health) and MPCB (Maharashtra Pollution Control Board) will be taken for the above setup. Assumed list of statutory approvals is mentioned below.
 - DISH (Directorates of Industrial Safety and Health) / MPCB (Maharashtra Pollution Control Board) (Layout, process details, Genset documentation and factory license)

- MPCB Fire and safety department- Safety systems including Fire protection / fighting system for facility & FPP
- Municipal Fire department NOC- This needs to be evaluated based on discussion with MDL, consultant and municipal authorities.
- Factory license is already available with MDL. This needs to be amended as per revised layout.
- Hazardous license
- Stability Certificate (to be approved by government certified architect / engineer)

Note- All permits (even any additional approvals not added above) will be on the name of MDL. Texol will apply and provide all necessary resources for doing the required documentation for permit and MDL will provide additional support with regards to filling applications, providing documents and raising any requests etc.

Requisite safety systems including fire water tank, fire water ring, pumps and necessary piping will be in TEXOL scope. Portable ABC fire extinguishing 6 kg cylinders (max 10 Nos) are considered. These will be located as per requirement. No other firefighting equipment or measures are considered in the scope.

3.10. Factory Acceptance Tests (FAT):

- 3.10.1. FAT as per approved QAP for the plant in presence of MDL representatives will be conducted at MDL site. SUPPLIER will offer systems to MDL for Inspection. FAT will cover the following:
 - a. System trials using water and pre- commissioning activities
 - b. Solid material handling system trial using inerts.
 - c. Integration with control system and SCADA and its demonstration
- 3.10.2. Cooling tower will not be part of FAT. Hydro test and spark test will NOT be demonstrated during FAT. However, these will be demonstrated and proven during SAT at MDL Anik Chembur.
- 3.10.3. All defects or deficiencies with respect to the Specifications which may be found during FAT which are due to Supplier's fault shall be corrected by Supplier at his own expense. In such case, re-testing of the affected parts of the Equipment or the complete Equipment, as required, according to the appropriate test specifications i.e., QAP shall be done at Supplier's own cost.
- 3.10.4. If the concerned Equipment has cleared all functional parameters and tests in accordance with approved FAT protocol but with some minor observations (that is to say which do not affect the Equipment performance as per the agreed criteria of acceptance) recorded in the test report, the same shall be made good and certified by Supplier prior to delivery.
- 3.10.5. MDL shall provide Supplier with the necessary bio-data of his representative(s) attending equipment FATs at least 5 working Days prior to such tests for the purpose of obtaining security clearance. MDL will make its own arrangement for witnessing equipment FAT at Supplier, Pune facility. Supplier will intimate MDL for FAT 10 working days in advance along with FAT protocol / procedures & relevant documents.

3.11. Unloading supervision, Installation /Mechanical completion:

Plant unloading, safe storage and movement to final installation location is in MDL Scope under supervision of Supplier. Once the plant reaches MDL premise, Supplier team will carry out the Installation, start-up and commissioning of the plant at MDL site. Training will be provided to MDL by the Supplier during/post commissioning activities of plant operation. Supplier will be responsible for the following:

- 3.11.1. Assembly of the complete plant
- 3.11.2. Hook-up of all utilities required for starting up of the plant.
- 3.11.3. All intra-system hook-up, connection of the electrical interface, and connection of the computer interface.
- 3.11.4. Electrical continuity testing, as required
- 3.11.5. Setting to Work (STW) as per approved protocols
- 3.11.6. Pre-commissioning activities
- 3.11.7. SAT / commissioning using process fluids as per approved QAP.
- 3.11.8. The plant will be handed over to MDL after successful Commissioning.
- 3.11.9. MDL will provide a maximum of 4 nos of unskilled labour for rigging activities during re-installation, STW, FAT & SAT / commissioning. However the responsibility for completion of the activity will be with the Supplier.
- 3.11.10. Supplier to ensure that all the safety precaution are taken care of during execution of work.

3.12. Training to MDL personnel:

- 3.12.1. Supplier will organize Training for 6 Nos of MDL Operatives/Executives on operation of the Pilot Plant and Troubleshooting /Maintenance by the Supplier engineer at MDL premise.
- 3.12.2. Training will be provided after/during commissioning of the plant.

3.13. List of Items:

3.13.1. Equipment

- a) Process water storage tank T-401 & T-402 (2 HDPE 10 m3)
- b) Process Water Pump, P-401
- c) Alkali Solution preparation Tank with Limpet, T-501
- d) Heat Exchanger, HE-501
- e) Sodium hydroxide pellet dosing system (X-501)
- f) Alkali Recirculation Pump, P-501
- g) Alkali Transfer Pump, P-502
- h) Sodium borohydride powder dosing system (X-101)
- i) Hopper in SS.
- j) NaBH4 Solution Preparation Vessel with jacket, V-101
- k) NaBH4 Recirculation Pump, P-101
- l) Heat Exchanger, HE-101
- m) Sodium Borohydride Solution Storage Tanks, S-201 & S-202
- n) Feed Storage/Transfer Pump, P-201, P-202
- o) Feed Transfer Pump for transfer to Onboard connection, P-200
- p) Cooling Tower with Sump (9m3) and heating coil, C-301

- q) Cooling Water Circulation Pump, P-301
- r) Catalyst Dosing Tank, V-1002
- s) Catalyst Dosing Pump, P-1003
- t) Cooling water heaters
- u) T- 502 small alkali tank of 1 m3 capacity with weigh balance
- v) Spent acid tank with associated pump

3.13.2. Instrumentation / Electrical

- a) Bourdon Sensing Pressure Gauges
- b) Glass & Metal Tube Rotameters / Ultrasonic flow meters
- c) Temperature Transmitters
- d) PH transmitter, electromagnetic flow meters
- e) Power Feed Module, Power Rail, Input Barrier
- f) Glass Level Gauges
- g) Flameproof JBs
- h) Cable Trays with Accessories
- i) Fully wired- up PLC and MCC Panels.
- j) 20 Feet Container for MCC Panel & PLC Panel
- k) Standard desktop grade PC with 50-inch TV

3.13.3. Valves

- a) Ball Valves
- b) Solenoid Valves
- c) Butterfly Valve
- d) Plug, needle, PRV valves
- e) Y-Type Strainer

Note: Technical specifications of items are to be submitted by Supplier during design phase which will be reviewed by MDL/NMRL

4. Milestone, Deliverables & Payment:

S.No.	Stage/ Milestone	Deliverables	Pay-mnt	Time in Weeks
1	Submission of DPR & DDR	<ul style="list-style-type: none"> a) Detailed Project Report (DPR): Includes <ul style="list-style-type: none"> i. Plant Layout, ii. Soil Investigation Data iii. Civil Engineering Plan iv. Plant Construction/Commissioning plan v. List of Statutory/Regulatory approvals/permission/NOCs vi. Plan to obtain approval/permission/NOCs from Statutory/Regulatory bodies vii. HAZOP/safety study report, Project Timeline (Gantt Chart) QAP, viii. List of CoCs (Certificate of Conformity), Material Certificate & Shelf-life 	Nil	T0+5

		<p>certificate for equipment/valve/instrument as per applicability</p> <p>ix. Any other details finalized during DDR</p> <p>b) Detailed Design Report (DDR)</p> <ul style="list-style-type: none"> i. Detailed engineering ii. P&IDs iii. Plant layout iv. Equipment list with Make, Model & Specs v. Construction drawings of fabricated/Bought out equipment vi. Firefighting layout vii. CCTV layout viii. Bill of Material (BOM) ix. List of INCO (Installation & Commissioning) Spares for the warranty period for smooth running of plant x. Any other drawing finalized during DDR 		
2	DPR & DDR review and approval	Review and Approval by MDL in consultation with NMRL	5%	T1= T0+8
3	Procurement of major bought out items at para 3.13	Invoice or photo proof of receipt of major bought out items with undertaking of receipt of same at Supplier facility	Nil	T1+2
4	Inspection at sub-vendor premise	Inspection report of reactor/ Sample ISO tank at sub-vendor premise	Nil	T1+22
5	Material delivery	Delivery of all items to MDL premise as per billing schedule	20%	T1+27
6	Civil work	Completion of seeking Statutory/Regulatory approvals/permission/NOCs for facility establishment & Civil work	Nil	T0+5
7	Civil work	Delivery of all material required for civil work	5%	T1+5
8	Civil work	Completion of complete civil work (leveling, reinforcement, pedestals and civil tanks)	15%	T1+19
9	Facility Establishment	Delivery of all material required for Facility establishment	5%	T1+10
10	Facility Establishment	Completion of PEB, Fire water ring, water PVC piping, Earthing distribution post-civil work.	10%	T1+17
11	STW, FAT	Assembly, Installation, (STW) and Testing using Inerts (FAT) at MDL site	15%	T1+35
12	SAT	Successful commissioning of FPP (SAT), Training	15%	T1+38
13	Commissioning & operating spares	Commissioning & operating spares required during warranty period	5%	T1+27

14	Documentation	Design Documentation, QAP, Component level document, Testing & trial documents / reports, operation and maintenance documents with troubleshooting, Final P&IDs, Final Equipment Layouts (Plant/Elevation), Vendor manual about various equipment and instruments (2 hard +1 soft copies)	Nil	T1+40
15	Operation & maintenance service	Operation, maintenance of the plant and disposal of sludge post commissioning for a period of 1 year	5%	1 year from commissioning

Note: T0: Date of PO placement

T1= T0+8: DPR & DDR Review and approval

5. Quality assurance, Standard of Design, workmanship:

The deliverables/supply shall conform to the latest standards / specifications provided by the OEM during detailed design phase. Quality Assurance Procedures (QAP) for the supply and services shall be formulated by Supplier and approved by MDL in consultation with IN/NMRL for inspection of deliverables. All inspections protocols at FAT, STW, SAT & commissioning stage (Acceptance Test Protocols-ATP) of plant shall be part of QAP.

Bidder to submit the draft QAP within 7 days of order placement and MDL/IN to approve the QAP within 15 days after submission of final draft QAP from supplier.

Bidder to submit the draft copy of the QAP along with their bid so that finalization of QAP will be easier post order placement.

6. Inspection & Testing:

- 6.1. Stage inspections for individual equipment / component will be carried out by MDL, IN(NMRL), Texol QA and TPI (Third Party Inspection) appointed by Texol for its functional performance as per approved QAP. The charges of TPI will be borne by supplier and the same should be included in their bid. For all other inspections carried out at MDL site like STW, FAT & SAT will be witnessed by MDL, IN (NMRL) as per approved QAP and ATP, however, involving TPI or not for the same is completely supplier's prerogative.
- 6.2. Quality Assurance Plan (QAP) including Acceptance Test Plan (ATP), all inspection protocols to be submitted by Supplier to MDL for approval. MDL will review the same in consultation with NMRL and may provide comments for incorporation. Supplier has to incorporate all the comments and submit the same for approval.
- 6.3. QAP will be approved by MDL in consultation with IN/NMRL. QAP must include following procedural and Test/Trial protocol documents:
 - 6.3.1. Bought out items reference Standards/Specifications/Make& Model etc.
 - 6.3.2. FAT procedure & protocols
 - 6.3.3. Pressure Test procedure & Protocols
 - 6.3.4. STW procedure & Protocols
 - 6.3.5. Site Acceptance Trials (SAT) procedure & Protocols

6.3.6. Commissioning (Acceptance Trial) procedure & Acceptance Trial Protocols (ATP) and any other procedure/protocols finalized during design stage.

Note: All the Standards/Specification/Test procedure & Protocols documents are to be submitted to MDL for verification of compliance.

6.4. Factory Acceptance Test:

FAT for the plant in presence of MDL's representatives will be conducted at MDL site . Supplier will conduct FAT as per para 3.10. FAT will be conducted using inerts.

6.5. Scrutiny of CoCs (Certificate of Conformity), Material test Certificate & Shelf-life certificate for component like equipment/valve/instrument/pipe/cables etc. as finalized during DDR.

6.6. A Site Acceptance Test (SAT) / plant commissioning using process fluid will be jointly carried out by Supplier and MDL at site as per the approved QAP conditions and the plant will be handed over to MDL post successful completion of SAT.

7. Spare Parts:

Commissioning and essential operating spare parts required during the specified warranty period shall be supplied by the supplier along with equipment deliveries.

8. Milestone & Payment Terms:

Stage wise payment (Para 4) will be released against Milestone completion certificate issued by PS (AIP-P75 Project)

9. Delivery location:

Supplier has to deliver supply and provide services at MDL premises i.e. Anik Chembur Yard/Dockyard Road.

10. Delivery Period:

The overall period for the plant commissioning and training will be about **46 weeks** from the date of PO placement by MDL. The complete project timeline will be as per table at para 4.

11. Documentation:

The following documents are to be supplied by Supplier (both in hard copies as well as soft copies):

11.1.Design Documentation: List of Design document as per para 4 (1a(a) & 1a(b))-2 sets of Hard copy & 1 set of Soft copy

11.2.Quality Assurance Plans -2 sets of Hard copy & 1 set of Soft copy

11.3. Component Level Document- CoCs (Certificate of Conformity), Material Certificate & Shelf-life certificate for component like Equipment/Valve/Instrument/Pipe/Cables etc. as finalized during DDR- 2 sets of hard copy & 1 set of soft copy

11.4. Testing and Trial Documents-2 sets of Hard copy & 1 set of Soft copy

11.5. Operation and Maintenance Documents: User hand book / Operator manual -2 sets of Hard copy & 1 set of Soft copy

11.6. Technical documentation (TMs) – 2 Sets of Hard copy & 1 Set of Soft copy: The technical documentation shall include the following:

11.6.1. Part 1: Technical description / Spares / Detailed function of subassemblies/Operation

11.6.2. Part 2: Inspection / Maintenance routines / Repair procedure / Material used / Fault diagnosis.

11.6.3. Part 3: Procedure for Disassembles / Assemblies, Repair up to component level, Safety precautions.

11.7. Manufacturer's recommended list of spares (MRLs)

11.8. Preservation/packaging instruction document, if applicable.

12. Packaging and Marking:

12.1. Packaging/Preservation:

Packing & forwarding of material/equipment including the preservation till commissioning of Feed Preparation System/Plant of AIP shall be in scope of Supplier. Metal & moving parts where necessary, shall be well protected with preservatives to prevent rusting during transit and shelf-life period. The main equipment, accessories and spares should all be separately packed. Supplier shall insert in each container a fully itemized packing displaying the container number, contents, quantity, gross /net weights and cubic measurements. Deliverable items and each type of spares shall be packed and identified separately. Requirement, if any, of presence of Supplier's representative during receipt inspection shall be indicated clearly in the offer.

12.2. Marking:

The marking on the containers, corresponding packing lists, etc., shall be clearly made to indicate the type of equipment packed inside the containers with stamped instructions that the container shall be stored in covered spaces and not exposed to the weather. Packages containing delicate and fragile material shall be marked in red block letter "FRAGILE", "DO NOT DROP" etc.

13. Warranty:

13.1. The system installed at site shall be free of defects in workmanship or material. Supplier warrants a comprehensive Warranty for a period of 01 year from the date of commissioning (3 batches total (8KL+4KL+4KL) at MDL site .

13.2. In the event of any defect, noticed post receipt of the items at MDL site, the same shall be replaced by the supplier free of cost at the earliest with no cost to MDL.

13.3. The bidder shall warrant that the system / items supplied under the order, shall be free from all defects related to Design, Manufacturing or Performance deficiencies and is consistent with established and generally accepted standards for such supplies, in full conformity with the Specifications / Drawings.

13.4. If within the above-mentioned period, the system / items supplied in the opinion of MDL is found to be defective in workmanship and/or due to faulty materials; MDL shall have the right to advise the supplier to rectify / replace in whole or in part, such defective portion at supplier's expenses and to the entire satisfaction of MDL. Replaced system / parts shall be subjected to residual warranty period of the original parts.

13.5. Supplier shall undertake to diagnose, test, and, to the extent feasible, submit an offer for adjustment, calibration and repair / replacement of the goods / equipment arising due to accidents by neglect or misuse by the operator or damage due to transportation of the goods during the warranty period, at the cost mutually agreed to between MDL and the Supplier.

13.6. In case the repairs of an item under warranty are to be carried out at the Supplier's premises; the item to be repaired shall be sent to Supplier's premise and transportation from MDL to supplier site and from supplier site to MDL is to be arranged by the Supplier at his own cost.

14. General instruction to Supplier:

14.1. The technology possessed and delivered in supply by the Supplier must be non-infringing while delivering the desired supply and it must be clear from third-party IP infringement claims.

14.2. All certificates and documents related to the supply and associated services shall be issued in English Language.

14.3. MDL will closely monitor the progress and visit the production unit on need basis. Firm has to submit monthly progress report to MDL for review.

14.4. Supplier will give 7 days of advance intimation to MDL prior dispatch of any material.

15. MDL will be responsible for the following:

15.1. MDL will provide a suitable land for plant set up.

15.2. Unloading, checking, accepting and storing safely after the material/equipment arrives at the site and report damage, if any. Damage shall be reported within 2 days of receipt of material.

15.3. MDL to provide free of cost, unskilled laborers for sundry jobs like opening the boxes, shifting and lifting the material etc. during assembly, construction and inert testing at site under supervision of supplier.

15.4. MDL will provide backup power generator & its switchover panel

15.5. Raw material for 16KL for SAT

15.6. Metallic storage tank of capacity 72m3 required for fire water will be provided. The tank dimensions will be approximately 12 meter X 3meterX 2.8 meter

15.7. MDL will provide spent acid for ETP neutralization.

- 15.8. Crane, fork lift, man lifters for unloading, moving the boxes and material shall be made available for free at site.
- 15.9. Process fluids (Process water + chemicals), Compressed Air & Nitrogen cylinders as required during commissioning trials.
- 15.10. MDL will depute Manager/Engineers and Technician of required educational qualifications and experience for operation and upkeep of the plant. It is necessary to upkeep the plant in operation for specific time daily to ensure that all equipment is functional and meeting the operational requirement.
- 15.11. MDL shall provide 415 +/-10% VAC / 50 Hz +/-5% / 3 Phase, 4 Wire (With Neutral) for MCC Power Panel. MDL scope will be up to MCC incomming termination. MDL shall provide isolation breakers before connection to MCC. Capacity: 100 kW / 125kVA/170 Amps. The electrical connection shall have earth connection as well.
- 15.12. Cabling between main power feeder and MCC/UPS. MDL shall arrange power source (415 VAC 3 phase +/- 10%, Neutral) with proper protection at the edge of MCC and UPS location.
- 15.13. Arranging for quick gate passes for Supplier personnel and its subcontractors and vehicle permission inside the campus up to plant location
- 15.14. Providing permission to work late hours and on certain holidays.
- 15.15. Fire water, process water, cleaning water and potable water & nitrogen gas during STW, FAT, SAT and commissioning of plant.
- 15.16. Power to Feed unload skid and Catalyst preparation skid at AIP site.
- 15.17. Insurance other than transit which includes storage, transportation of the plant to installation location
- 15.18. Tanker with pump for transferring DM water from tanker to process tanks.

RATE SHEET

TENDER ENQUIRY NO.: GEM/2025/B/7044300

Sr.No	Item Description	Qty (AU/SET)	Basic unit Price (Rs)	Total basic Price (Rs)	Total Price including tax (Rs)	GST %	HSN /SAC Code	Quoted/ Not quoted
100	<p>Submission, Review & Approval of DPR & DDR BY MDL/ NRML:-</p> <p>a) Detailed Project Report (DPR) Includes -</p> <ul style="list-style-type: none"> i. Plant Layout, ii. Soil Investigation Data, iii. Topographical Survey Report, Civil Engineering Plan, iv. Plant Construction/Commissioning plan, v. List of Statutory/Regulatory approvals/permission/NOCs, vi. Plan to obtain approval/permission/NOCs from Statutory/Regulatory bodies, vii. HAZOP/safety study report, Project Timeline (Gantt Chart), viii. List of CoCs (Certificate of Conformity), Material Certificate & Shelf-life certificate for equipment/valve/instrument as per applicability ix. Any other details finalized during DDR. x. QAP including Acceptance Test Plan <p>b) Detailed Design Report (DDR)</p> <ul style="list-style-type: none"> i. Detailed engineering, ii. P&IDs, iii. Plant layout, iv. Equipment list with Makes, Models & Specs, 	1 AU						

	<p>v. Construction drawings of fabricated/Bought out equipment,</p> <p>vi. Firefighting layout,</p> <p>vii. CCTV layout,</p> <p>viii. Bill of Material (BOM),</p> <p>ix. List of INCO (Installation & Commissioning) Spares for the warranty period for smooth running of plant</p> <p>x. Any other drawing finalized during DDR.</p>					
200	<p>Material for FEED preparation plant, Material code : 350000000000084386</p> <p>Material / equipment for FEED preparation plant:-</p> <p>1) The List of major equipment required for feed preparation plant are:-</p> <p>a) Process water storage tank T-401 & T-402 (Qty = 2 HDPE 10 m3)</p> <p>b) Process Water Pump, P-401, Qty = 1 no.</p> <p>c) Alkali Solution preparation Tank with Limpet, T-501, Qty = 1 no.</p> <p>d) Heat Exchanger, HE-501, Qty = 1 no.</p> <p>e) Sodium hydroxide pellet dosing system (X-501), Qty = 1 no.</p> <p>f) Alkali Recirculation Pump, P-501, Qty = 1 no.</p> <p>g) Alkali Transfer Pump, P-502, Qty = 1 no.</p> <p>h) Sodium borohydride powder dosing system (X-101), Qty = 1 no.</p> <p>i) Hopper in SS.</p> <p>j) NaBH4 Solution Preparation Vessel with jacket, V-101, Qty = 1 no.</p> <p>k) NaBH4 Recirculation Pump, P-101, Qty = 1 no.</p> <p>l) Heat Exchanger, HE-101, Qty = 1 no.</p> <p>m) Sodium Borohydride Solution Storage Tanks, S-201 & S-202, , Qty = 2 nos.</p> <p>n) Feed Storage/Transfer Pump, P-201, P-202, , Qty = 2 nos</p>	1 SET				

o) Feed Transfer Pump for transfer to Onboard connection, P-200, Qty = 1 no.
p) Cooling Tower with Sump (9m3) and heating coil, C-301, Qty = 1 no.
q) Cooling Water Circulation Pump, P-301, Qty = 1 no.
r) Catalyst Dosing Tank, V-1002, Qty = 1 no.
s) Catalyst Dosing Pump, P-1003, Qty = 1 no.
t) Cooling water heaters
u) T- 502 small alkali tank of 1 m3 capacity with weigh balance, Qty = 1 no.
v) Spent acid tank with associated pump, Qty = 1 no.

2) Instrumentation / Electrical

a) Bourdon Sensing Pressure Gauges
b) Glass & Metal Tube Rotameters / Ultrasonic flow meters
c) Temperature Transmitters
d) PH transmitter, electromagnetic flow meters
e) Power Feed Module, Power Rail, Input Barrier
f) Glass Level Gauges
g) Flameproof JBs
h) Cable Trays with Accessories
i) Fully wired- up PLC and MCC Panels.
j) 20 Feet Container for MCC Panel & PLC Panel
k) Standard desktop grade PC with 50-inch TV

3) Valves

a) Ball Valves
b) Solenoid Valves
c) Butterfly Valve
d) Plug, needle, PRV valves
e) Y-Type Strainer

Note:- The quantities of Instrumentation and valves will be as per site requirement and will be evaluated during DPR & DDR finalisation.

300	<p>Material required for Civil work of FPP, Material code : 35000000000084387</p> <p>Material required for Civil work of Feed Preparation Plant:-</p> <ul style="list-style-type: none"> a) Material required for Foundation of equipment, tanks, pumps etc. b) Material required for overgound tank (9 cu.m) for cooling tower c) Material required for Pedestals for columns and internal roads d) Material required for Effluent treatment plant (ETP) underground tank (10 cu.m) e) Material required for PEB erection above raw material storage and sheds for solid material handling area and reactor. <p>Note:- Raw materials needed for above civil work will be as per site requirement and should be provided during finalising DPR & DDR.</p>	1 SET				
400	Completion of Civil work	1 AU				
500	<p>FPP-Material reqd-facility establishment, Material code : 35000000000084388</p> <p>Material required for facility establishment of FPP plant:-</p> <ul style="list-style-type: none"> a) Maintenance room - 2 rooms of 20 feet (containers) b) Trailers with front & back jack for transportation - 2 nos c) Prime mover vehicle for FEED solution transporation - 1 no. d) Manually operated fire-fighting system as per SoW e) Adequate illumination for surrounding area (non-flameproof) for FPP plant 	1 SET				

	<p>f) Adequate illumination inside the plant (flameproof)</p> <p>g) Rolling gates with locking arrangement</p> <p>h) Signages, direction indicators, stickers, posters etc.</p> <p>i) Gas vent header</p> <p>j) Eye wash & body wash station in raw material dosing area - 2 nos.</p> <p>k) Static charge dissipator - 1 no.</p> <p>l) Material required for Setting up of lab for measurement of pH, density, purity, alkali testing</p> <p>m) PVC piping for potable water distribution</p> <p>n) Security cabin - 1 no.</p> <p>o) CCTVs as per site requirement and relevant arrangements for CCTV</p> <p>p) Hooter - 1 no. for alarm</p> <p>q) Hydrogen detectors - 5 nos. minimum</p> <p>Note:- Raw materials needed for above facility establishment will be as per site requirement and should be provided during finalising DPR & DDR.</p>					
600	Completion of Facility Establishment	1 AU				
700	Completion of Installation, Setting to work (STW) and FAT with inerts as per SoW at MDL site	1 AU				
800	Site Acceptance Trial with process fluids at MDL site in 3 batches (8 kL + 4kL + 4kL) i.e. a total of 16kL feed solution at output	1 AU				
900	Operation, Maintenance of the feed preparation plant along with disposal of effluents or sludge for a period of 1 year post commissioning	1 AU				

1000	Commissioning and operating spares - FPP, Material code : 35000000000084390 Commissioning and operating spares during the warranty period for smooth running of FPP.	1 SET						
Total (Rs)								

Note:

Firm to quote prices inclusive of all i.e. taxes & duties (if any) on non-exceeding basis on GEM portal. Break up for the same to be shared post price bid opening. GST will be paid at actuals on non-exceeding basis.

TEF ACCEPTANCE FORMAT
(Bidders requested to fill complete details as)

To
 MAZAGON DOCK SHIPBUILDERS LIMITED
 COMMERCIAL DEPARTMENT (E.Y)

TENDER ENQUIRY NO.: GEM/2025/B/7044300

TEF CLAUSE No.	BIDDER'S REMARK ACC/DEV	TEF CLAUSE No.	BIDDER'S REMARK ACC/DEV	TEF CLAUSE No.	BIDDER'S REMARK ACC/DEV
1.		2.		3.	
4.	Not Applicable	5.		6.	
7.		8.		9.	
10.		11.		12.	
13.		14.		15.	
16.		17.		18.	
19.		20.		21.	
22.		23.		24.	

COMPANY'S NAME & ADDRESS :

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

NOTES:

1. Bidder should carefully read the Terms & Conditions of the Tender Enquiry Form (TEF) 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 should indicate "ACC" for Accepted, "DEV" for Deviation Taken for each clause number in the above table.
4. Bidder 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. Deviation sheet is at Encl 4
5. Clause numbers shown in the above format also includes the sub-clauses under these clauses. For example, Clause no. '3' means – Clause nos. 3.1, 3.1.1, 3.1.2-----

DEVIATION FORMAT

(Bidders to fill, sign, stamp and RETURN this form in bid)

To,
MAZAGON DOCK SHIPBUILDERS LIMITED
COMMERCIAL EASTYARD

TENDER ENQUIRY NO.: GEM/2025/B/7044300

Deviation Sr. No.	Page Sr. No. or Enclosure Reference of the Tender Enquiry	Clause Number for Which the Deviation is Sought	Brief Text Description of the Clause	Reasons for Deviation	Suggested Alternative
1.					
2.					
& so on...					

COMPANY'S NAME & ADDRESS :

SIGNATURE :

DATE :

NAME :

DESIGNATION:

BIDDER'S COMPANY SEAL:

PROFORMA BANK GUARANTEE FOR PERFORMANCE SECURITY

(ILLUSTRATIVE FORMAT)
(On Non-Judicial stamp paper of value Rs. 500/-)

IN CONSIDERATION OF MAZAGON DOCK SHIPBUILDERS LIMITED (Formerly known as MAZAGON DOCK LIMTED) a company incorporated under the Companies Act 1956 and having its registered office at Dockyard Road, Mumbai 400010 (hereinafter referred to as the "the 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 registered 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 that the Contractor / Supplier shall furnish a security for the performance of the Contractor's / Supplier's obligations and/or discharge of the Contractor's / Supplier's liability in connection with the said order and the Purchaser having agreed with the Contractor/Supplier to accept a performance guarantee, We,Bank having office at (hereinafter referred to as "the Bank" which expression shall include its successors and assigns) hereby agree to pay to the Purchaser without any demur on first demand an amount not exceeding Rs..... (Rupees.....only) being 5% 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 fulfill 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 authorized to sign on behalf of "the Bank")

NOTE:

- 1. Indigenous supplier or Foreign Supplier through Indian Bank to submit BG.
- 2. If foreign supplier submits BG through Foreign Bank the same should be submitted by SWIFT.MDL Bank SWIFT A/c.No.is SBININBB101.

DECLARATION CERTIFICATE FOR LOCAL CONTENT

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

THE BIDDERS SHALL PROVIDE THIS CERTIFICATE FROM STATUTORY AUDITOR OR COST AUDITOR OF THE COMPANY (IN CASE OF COMPANIES) OR FROM A PRACTICING COST ACCOUNTANT OR PRACTICING CHARTED 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

(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

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 : _____
of Competent Authority

DATE: _____

Seal / Stamp of Bidder

ACTUAL LOCAL CONTENT CERTIFICATE

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

LOCAL CONTENT DECLARATION (post execution of contract / PO). 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 : _____
of Competent Authority

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.....

Mazagon Dock Shipbuilders Limited (MDL) hereinafter referred to as "The Principal/Buyer"

And

.....hereinafter referred to as **"The Bidder/ Contractor"**

Preamble

The Principal/Buyer intends to award, under laid down organizational procedures, contract/s forThe Principal/Buyer values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder(s) and /or Contractor(s).

In order to achieve these goals, the Principal/Buyer will appoint an Independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 - Commitments of the Principal/Buyer:

(1) The Principal/Buyer commits itself to take all measures necessary to prevent corruption and to observe the following principles:

a) No employee of the Principal/Buyer, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

b) The Principal/Buyer will during the tender process treat all Bidder(s) with equity and reason. The Principal/Buyer will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

c) The Principal/Buyer will exclude from the process all known prejudiced persons.

d) The Principal/Buyer undertakes to scrupulously follow the tender containing General Conditions of Contract (GCC) in respect of procurement contracts for goods, services and civil works..

(2) If the Principal/Buyer obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or it there be a substantive suspicion in this regard, the Principal/Buyer will inform the Chief Vigilance Officer, MDL and in addition can initiate disciplinary actions.

Section 2 - Commitments of the Bidder(s)/Contractor(s):

(1) The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

a) The Bidder(s)/Contractor(s) will not, directly or through any other persons or firm, offer promise or give to any of the Principal/Buyer's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage or any kind whatsoever during the tender process or during the execution of the contract.

b) The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant Anti-Corruption Laws of India; further the Bidder(s)/Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to other, any information or document provided by the Principal/Buyer as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. All payments made to the Indian Agent/representative have to be in Indian Rupees only. Further details as mentioned in the "Guidelines of Indian Agents of Foreign suppliers" shall be disclosed by the Bidders(s)/Contractor(s). Copy of the "Guidelines on Indian Agents of Foreign Suppliers" as annexed and marked as Annexure-A.

e) The Bidder(s)/Contractor(s) will when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

f) The Bidder (s)/Contractor(s), their agents, representatives shall not do such things so as to interfere with the procedures laid down in the Principal/Buyer's Purchase Manual containing the Standard Terms and Conditions (STAC) and General Terms and Conditions (GT&C) in respect of procurement contracts for goods, services and civil works.

g) The Bidder commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

(2) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

(3) A person signing IP shall not approach the courts while representing the matters to IEMs and he/she will await their decision in the matter.

Section 3 - Disqualification from tender process and exclusion from future contracts:

If the Bidder(s)/Contractor(s) before contract award has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility as Bidder(s) in question, the Principal/Buyer is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or to terminate the contract, if already signed for such reason, as per the procedure mentioned in the "Guidelines on Banning of business dealings" Copy of the "Guidelines on Banning of business dealings" is annexed and marked as Annexure-B.

1) If the Bidder(s)/Contractor(s) has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal/Buyer is entitled also to exclude the Bidder(s)/Contractor(s) from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder(s) and the amount of the damage. The exclusion will be imposed for a minimum of six months and maximum of five years, which may be further extended at the discretion of the Principal/Buyer.

2) A transgression is considered to have occurred, if the Principal/Buyer after due consideration of the available evidence, concludes that no reasonable doubt is possible.

3) The Bidder (s) accepts and undertakes to respect and uphold the Principal/Buyer's absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining legal advice.

4) If the Bidder(s)/Contractor(s) can prove that he has restored/ recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Buyer may revoke the exclusion prematurely.

Section 4 – Sanctions for Violation:

(1) Any breach of the aforesaid provisions by the Bidder or any one employed by him or acting on his behalf (whether with or without the knowledge of the Bidder) or the commission of any offence by the Bidder or any one employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act 1988 or any other Act enacted for the prevention of corruption shall entitle the Principal/Buyer to take all or any one of the following actions, wherever required –

a) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the Bidder. However, the proceedings with the other Bidder (s) would continue.

b) The Earnest Money Deposit/Security Deposit/Performance Bond shall stand forfeited either fully or partially, as decided by the Principal/Buyer, and the Principal/Buyer shall not be required to assign any reason there for.

c) To immediately cancel the contract, if already signed, without giving any compensation to the Bidder.

d) To recover all sums already paid by the Principal/Buyer, in case of an Indian Bidder with interest thereon at 2% higher than the prevailing Base Rate of SBI, and in case of a Bidder from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the Bidder from the Buyer in connection with any other contract for any other Defence stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.

e) To encash the advance Bank Guarantee and Performance Bond/Warranty bond, if furnished by the Bidder, in order to recover the payments, already made by the Principal/Buyer, along with interest.

f) To cancel all or any other contracts with the Bidder.

g) To debar the Bidder from entering into any bid from Principal/Buyer for a minimum period of five years, which may be further extended at the discretion of the Principal/Buyer.

h) To recover all sums paid in violation of this Pact by Bidder(s) to any middleman or agent or broker with a view to securing the contract.

i) If the Bidder or any employee of the Bidder or any person acting on behalf of the Bidder, either directly or indirectly, is closely related to any of the officers of the Buyer, or alternatively, if any close relative of an officer of the Buyer has financial interest/stake in the Bidder's firm, the same shall be disclosed by the Bidder at the time of filing of tender. Any failure to disclose the interest involved shall entitle the Buyer to rescind the contract without payment of any compensation to the Bidder.

The term 'close relative' for this purpose would mean spouse whether residing with the Principal/Buyer's employee/employees or not, but not include a spouse separated from the Principal/Buyer's employee/employees by a decree or order of a competent court; son or daughter or step son or step daughter and wholly dependent upon Principal/Buyer's employee/employees, but does not include a child or step child who is no longer in any way

dependent upon the Principal/Buyer's employee/employees or of whose custody the Principal/Buyer's employee/employees has been deprived of by or under any law; any other person related, whether by blood or marriage, to the Principal/Buyer's employee/employees or to the Principal/Buyer's employee/employees wife or husband and wholly dependent upon Principal/Buyer's employee/employees.

j) The Bidder shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the Principal/Buyer, and if he does so, the Principal/Buyer shall be entitled forthwith to rescind the contract and all other contracts with the Bidder. The Bidder shall be liable to pay compensation for any loss or damage to the Principal/Buyer resulting from such rescission and the Principal/Buyer shall be entitled to deduct the amount so payable from the money(s) due to the Bidder.

k) In cases where Irrevocable Letters of Credit have been received in respect of any contract signed by the Principal/Buyer with the Bidder, the same shall not be opened.

(2) The decision of the Principal/Buyer to the effect that a breach of the provisions of this Integrity Pact has been committed by the Bidder shall be final and binding on the Bidder, however, the same Bidder can approach the Monitor(s) appointed for the purposes of this Pact.

Section 5 - Previous Transgression:

(1) The Bidder declares that no previous transgressions occurred in the last three years with any other company in any country conforming to the anti-corruption approach or with any other public section enterprise in India that could justify his exclusion from the tender process.

(2) If the bidder makes incorrect statement on this subject, he can be disqualified from the tender process or further action can be taken.

Section 6 - Equal treatment of all Bidders/Contractor(s)/Subcontractors:

(1) The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this integrity Pact, and to submit it to the Principal before contract signing.

2) The Principal/Buyer will enter into agreements with identical conditions as this one with all bidders, contractors and subcontractors. In case of a joint venture, all the partners of the joint venture should sign the Integrity Pact. In case of subcontracting, the principle contractor shall be solely responsible for the adherence to the provisions of IP by the subcontractor(s).

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

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

(1) If the Principal/Buyer obtains knowledge of conduct of a Bidder, Contractor or subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or subcontractor which constitutes corruption or if the Principal has substantive suspicion in this regard, the Principal/Buyer will inform the same to the Chief Vigilance Officer, MDL.

Section 8 - Independent External Monitor/Monitor:

(1) The Principal/Buyer appoints competent and credible independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively whether and to what extent the parties comply with the obligations under this agreement.

(2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairman & Managing Director of the Principal/Buyer.

(3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all project documentation of the Principal/Buyer including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality.

(4) The Principal/Buyer will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations, between the Principal/Buyer and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

(5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal/Buyer and request the Management to discontinue or take corrective action, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. However, the Monitor shall give an opportunity to the Bidder(s)/Contractor(s) to present its case before making its recommendation to the Principal/Buyer.

(6) The Monitor will submit a written report to the Chairman & Managing Director of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the Principal/Buyer and, should the occasion arise, submit proposals for correcting problematic situations.

(7) Monitor shall be entitled to compensation on the same terms as being extended to / provided to Independent Directors on the Board of Principal/Buyer.

(8) If the Monitor has reported to the Chairman & Managing Director of the Principal, a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India and the Chairman & Managing Director of the Principal/Buyer has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

(9) The word 'Monitor' would include both singular and plural.

Section 9 - Pact Duration:

This pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract and for all other Bidders 06 months after the contract has been awarded. If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above unless it is discharged / determined by Chairman & Managing Director of the Principal/Buyer.

Section 10 - Other provisions:

(1) This agreement is subject to Indian Law, place of performance and jurisdiction is the Registered Office of the Principal/Buyer, i.e. Mumbai. The Arbitration clauses provided in the main tender document/ contract shall not be applicable for any issue/dispute arising under this Integrity pact.

(2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

(3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

(4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

Section 11 – Fall Clause: #

"The Bidder undertakes that it has not supplied/is not supplying similar products/ systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/systems or sub systems was supplied by the Bidder to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance of elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the Bidder to the Principal/Buyer, if the contract has already been concluded."

For & on behalf of
MAZAGON DOCK Shipbuilders LIMITED for & on behalf of Bidder/Contractor
(Office Seal) (Office Seal)
Place _____
Date _____

Witness 1:

(Name & Address)

Witness 2:

(Name & Address)

FORM OF WARRANTY CERTIFICATE

Enclosure-10

In accordance with the Order N°..... Dated placed by MAZAGON DOCK
SHIPBUILDERS LIMITED on _____ (Name of firm)

Description of Spares /Item(s) and Manufacturer's Serial Number (OR any other such ID No) as per packing list no..... datedenclosed herewith

Bill of Lading/Air Way Bill no /Delivery Challan No. & Date.....

Date of successful commissioning: DD/MM/YYYY

Covered by _____ (Name of firm) Invoice No & Date..... are warranted according to the terms and conditions as specified in the order.

The Date of issue of the certificate: DD/MM/YYYY

The Date of the end of validity of the guarantee: DD/MM/YYYY

For and on behalf of

COMPANY'S NAME & ADDRESS:

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