



निविदा पूछताछ
TENDER ENQUIRY

[ग्राहक नामांकित सीमित निविदा]
[CUSTOMER NOMINATED LIMITED TENDER]

माझगांव डॉक शिपबिल्डर्स लिमिटेड
(भारत सरकार का उपक्रम)
MAZAGON DOCK SHIPBUILDERS LIMITED
(Formerly known as Mazagon Dock Limited)
(A Govt. of India Undertaking)
CIN: L35100MH1934GOI002079
Dockyard Road, Mumbai 400 010
Website- www.mazagondock.in
Certified - ISO 9001: 2008 for Shipbuilding Division
GST ID : 27AAACM8029J1ZA

निविदा सं./Tender No क्रय अधिकारी/Purchase Exec. A V Deshpande सेवा में/To	1700000760	विभाग/Department क्रय अधिकारी/Purchase Exec. A V Deshpande दूरभाष सं./Telephone No फैक्स सं./Fax No ई-मेल/E-Mail	P-17A COMMERCIAL 23762749 23744709 avdeshpande@mazdock.com
दूरभाष सं./Telephone फैक्स सं./Fax ई-मेल/E-Mail		निविदा सं./Tender No निविदा तिथि/ Tender Date निविदा बंद की तिथि/Tender Closing Date निविदा बंद होने का समय/Tender Closing Time आरएफक्यू सं./RFQ No	1700000760 26.02.2026 20.03.2026 14:00:00 2160000641

निविदा शुल्क/Tender Fee	रु/Rs	0.00
बयाना राशि/EMD Amount	रु/Rs	0.00
पुर्व बिड बैठक तिथि और समय/Pre Bid Meeting Date & Time		,00:00:00
निविदा खोलने की तिथि और समय/Tender Opening Date & Time		23.03.2026,14:00:00
प्रस्ताव वैधता तिथि है/Offer should be valid up to		16.09.2026
सुरक्षा जमा/Security Deposit		0.00 %आदेश मूल्य का/PO value
वरीय बैंक जमानत /Perf. Bank Guarantee		5.00 %आदेश मूल्य का/PO value

(आगे के विवरण हेतु कृपया सम्बंधित नियम शर्तों को पढ़ें। सुनिश्चित करें कि कोटेशन और संबंधित पत्राचार के लिए विभाग का नाम, क्रय अधिकारी का नाम, निविदा संख्या, बंद होने का समय एवं तिथि एवं आरएफक्यू सं. अपने कोटेशनमें लिखें।
Kindly read and refer relevant terms & conditions for further details. Do ensure to Quote Department Name, Purchase Executive's Name, Tender Number, closing date & time and RFQ Number in your Quotation & related correspondence)

प्रिय महोदय/महोदया
Dear Sir / Madam ,

विषय /SUB:- SUPPLY OF TWO MEN RCC FOR 4 SHIPS OF MDL P17A (Y-12651 TO 12654) AS PER SCOPE MENTIONED IN TSP, TENDER TERMS & CONDITIONS

माझगाँव डॉक शिपबिल्डर्स लिमिटेड प्रतिष्ठित/संभावित आपूर्तिकर्ताओं से निम्न हेतु, प्रतियोगितात्मक दो बोली प्रणाली में (भाग -I तकनीकी - वाणिज्य बोली एवं भाग II मूल्य बोली) बोली आमंत्रित करती है।
Mazagon Dock Shipbuilders Limited (MDL) invites Competitive – Bid from reputed Supplier for the following in TWO BID system (Part - I Techno - Commercial Bid & Part - II Price Bid).

क्र सं. SL.No.	सामग्री / सेवा विवरण Material / Service Details	मात्रा / इकाई Quantity / unit	आपूर्ति तिथि Delivery Date
00100	सामग्री सं./ Material Number :- 150000000000089547 TWO MEN RCC सामग्री वर्णन/Material Description :TWO MEN RCC	1 Number	15.07.2026

क्र सं. SL.No.	सामग्री / सेवा विवरण Material / Service Details	मात्रा / इकाई Quantity / unit	आपूर्ति तिथि Delivery Date
	Y-12651		
00200	सामग्री सं./ Material Number :- 150000000000089548 ON BOARD SPARES FOR 1 YEARS - TWO MEN RC सामग्री वर्णन/Material Description :ON BOARD SPARES FOR 1 YEARS - TWO MEN RCC Y-12651	1 SET	15.07.2026
00300	सामग्री सं./ Material Number :- 150000000000090169 ON BOARD SPARES FOR 2 YEARS - TWO MEN RC सामग्री वर्णन/Material Description :ON BOARD SPARES FOR 2 YEARS - TWO MEN RCC Y-12651	1 SET	15.07.2026
00400	सामग्री सं./ Material Number :- 150000000000089550 DOCUMENTATION FOR TWO MEN RCC सामग्री वर्णन/Material Description :DOCUMENTATION FOR TWO MEN RCC AS PER TSP DR/P17A/MT58310002M Y-12651	1 SET	15.07.2026
00500	सामग्री सं./ Material Number :- 150000000000089547 TWO MEN RCC सामग्री वर्णन/Material Description :TWO MEN RCC Y-12652	1 Number	15.10.2026
00600	सामग्री सं./ Material Number :- 150000000000089548 ON BOARD SPARES FOR 1 YEARS - TWO MEN RC सामग्री वर्णन/Material Description :ON BOARD SPARES FOR 1 YEARS - TWO MEN RCC Y-12652	1 SET	15.10.2026
00700	सामग्री सं./ Material Number :- 150000000000090169 ON BOARD SPARES FOR 2 YEARS - TWO MEN RC सामग्री वर्णन/Material Description :ON BOARD SPARES FOR 2 YEARS - TWO MEN RCC Y-12652	1 SET	15.10.2026
00800	सामग्री सं./ Material Number :- 150000000000089550 DOCUMENTATION FOR TWO MEN RCC सामग्री वर्णन/Material Description :DOCUMENTATION FOR TWO MEN RCC AS PER TSP DR/P17A/MT58310002M Y-12652	1 SET	15.10.2026
00900	सामग्री सं./ Material Number :- 150000000000089547 TWO MEN RCC सामग्री वर्णन/Material Description :TWO MEN RCC Y-12653	1 Number	13.11.2026
01000	सामग्री सं./ Material Number :- 150000000000089548 ON BOARD SPARES FOR 1 YEARS - TWO MEN RC सामग्री वर्णन/Material Description :ON BOARD SPARES FOR 1 YEARS - TWO MEN RCC Y-12653	1 SET	13.11.2026
01100	सामग्री सं./ Material Number :- 150000000000090169	1 SET	13.11.2026

क्र सं. SL.No.	सामग्री / सेवा विवरण Material / Service Details	मात्रा / इकाई Quantity / unit	आपूर्ति तिथि Delivery Date
	ON BOARD SPARES FOR 2 YEARS - TWO MEN RC सामग्री वर्णन/Material Description :ON BOARD SPARES FOR 2 YEARS - TWO MEN RCC Y-12653		
01200	सामग्री सं./ Material Number :- 150000000000089550 DOCUMENTATION FOR TWO MEN RCC सामग्री वर्णन/Material Description :DOCUMENTATION FOR TWO MEN RCC AS PER TSP DR/P17A/MT58310002M Y-12653	1 SET	13.11.2026
01300	सामग्री सं./ Material Number :- 150000000000089547 TWO MEN RCC सामग्री वर्णन/Material Description :TWO MEN RCC Y-12654	1 Number	15.12.2026
01400	सामग्री सं./ Material Number :- 150000000000089548 ON BOARD SPARES FOR 1 YEARS - TWO MEN RC सामग्री वर्णन/Material Description :ON BOARD SPARES FOR 1 YEARS - TWO MEN RCC Y-12654	1 SET	15.12.2026
01500	सामग्री सं./ Material Number :- 150000000000090169 ON BOARD SPARES FOR 2 YEARS - TWO MEN RC सामग्री वर्णन/Material Description :ON BOARD SPARES FOR 2 YEARS - TWO MEN RCC Y-12654	1 SET	15.12.2026
01600	सामग्री सं./ Material Number :- 150000000000089550 DOCUMENTATION FOR TWO MEN RCC सामग्री वर्णन/Material Description :DOCUMENTATION FOR TWO MEN RCC AS PER TSP DR/P17A/MT58310002M Y-12654	1 SET	15.12.2026
01700	सामग्री सं./ Material Number :- B & D SPARES FOR TWO MEN RCC	1 SET	15.12.2026

नियम और शर्तें : भाग ए में लिखी हुई और इतर संलग्नपत्रे इस निविदा एक अभिन्न अंग हैं |हमें आशा है की,हमें प्रतियोगित्मिक और उचित प्रस्ताव इस निविदा के लिए प्राप्त होगा |
Terms & Conditions as indicated in Part A of this tender and other enclosures / annexures form an integral part of this tender document. We look forward to receive your most competitive and reasonable offer against this Tender.

माझगाँव डॉक शिपबिल्डर्स लिमिटेड के लिए /For Mazagon Dock Shipbuilders Ltd



Tender Enquiry

Enclosure to Tender Enquiry: Terms and Conditions (Section I & II)
Item: Procurement of Two men RCC for 4 ships of MDL Project-17A
Tender No. : 1700000760 (Customer nominated limited Tender Enquiry)
Project: Project-17A (Y-12651 to 12654)

Section I - Notice Inviting Tender (NIT)

- (i) Notice Inviting Tender (NIT): Mazagon Dock Shipbuilders Limited (MDL), Mumbai is India's leading Shipbuilding Company with ISO 9001:2015 accreditation. Mazagon Dock Shipbuilders Limited, invites offers in two bid system i.e. Part-I (Techno Commercial Bid) and Part-II (Price Bid) from Indian nominated bidders through online bidding via MDL e-procurement portal (<https://eprocuremdl.nic.in>) for Item and/or Services for 4 ships of MDL P17A.
- (ii) **The Tender Document:**
- a) **Bidders must read the complete 'Tender Document'**. Kindly visit MDL website Link : <https://mazagondock.in/English/pages/Tenders> under tab Ship Building (SB) for formats as detailed in enclosure.
- b) Bids must be uploaded till the deadline for submission of bids. Request for extension, if at all to be made, shall be forwarded at least 3 working days in advance to the tender closing date / time (excluding tender closing date) with proper reasoning. **However, the extension would be granted by MDL on merit of the case at MDL discretion and would be binding on all bidders.**
- (iii) **Eligibility Criteria for Participation in this Tender:** Subject to provisions in the Tender Document, participation in this Tender Process is limited to nominated bidders who fulfil the 'Eligibility' and PreQualification criteria. Bidder shall be required to declare fulfilment of Eligibility Criteria.
Note: In case manufacturer has submitted the bid, then bids of its authorised dealer will not be considered.
- (iv) **Submission of Bids:** No manual Bids shall be made available or accepted for submission (except for originals of scanned copies as mentioned in tender). Bidder must comply with the conditions of the eProcurement portal, including registration, compatible Digital Signature Certificate (DSC) etc. In the case of downloaded documents, Bidder must not make any changes to the contents of the documents while uploading, except for filling in the required information.
- (v) The word 'Main Equipment' wherever mentioned in this Part 'A' means the tender line items except OBS, B&D Spares & Service components.
- (vi) Information contained in the TSP is restricted in nature. The same shall not be divulged to any other firm/third party without the prior permission of IHQ of MoD (N). Adequate measures shall be taken to ensure safe custody of this document. Refer TSP & tender terms for complete details.
- (vii) **Disclaimers and Rights of MDL:** The issue of the Tender Document does not imply that MDL is bound to select bid(s), and it reserves the right without assigning any reason to
- reject any or all of the Bids, or
 - cancel the tender process; or
 - abandon the procurement of the Goods/Services in partial or full; or
 - issue another tender for identical or similar Goods/Services; or
 - Placement of order is subject to Customer (ship's owner) confirmation.

Note: Please refer to appended complete Tender Document for further details.

Tender Inviting Authority



Tender Enquiry

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Item: Procurement of Two men RCC for 4 ships of MDL Project-17A
Tender No.: 1700000760 (Customer nominated limited Tender Enquiry)
Project: Project-17A (Y-12651 to 12654)

Section II - Tender Enquiry Form (TEF)

1. Description & Scope of Supply / Work:

- a) Main equipment/items: Supply of Two men RCC for 4 ships of MDL P17A (Y-12651 to 12654) as per scope mentioned in TSP, tender terms & conditions.
- b) On Board Spares (OBS):
- (i) Itemised list of OBS along with percentage (%) price breakup, special tools and special test equipment, which shall be supplied with main equipment, shall be furnished along with the offer for main equipment as per requirement mentioned in TSP. OBS list along with quantity for each ship sets to be proposed by the bidder in Part-I bid. This list should be in Excel format with itemized cost breakup in percentage of the total quoted price of OBS per ship. Please note that the OBS prices are not to be indicated in Part-I bid.
 - (ii) Separate OBS sets are to be proposed for one year & two years' exploitation period as per TSP. It is mandatory to quote OBS against each line item for 1 year as well for 2 years of exploitation period. Please note that the OBS prices are not to be indicated in Part-I bid.
 - (iii) For ranking the bids, 1 year OBS cost will be considered. However, decision to place OBS order for 2 years of exploitation period shall be taken by IN/MDL.
 - (iv) Refer TSP for details regarding supply of spares, tools & equipment.
- c) Base & Depot (B&D) Spares:
- (i) B&D spares for 5 years' exploitation period are to be estimated and recommended in part-I of the bid.
 - (ii) This list should be in excel format with itemized cost breakup in percentage of the total quoted price of B&D. It is mandatory for bidder to quote for B&D spares. Please note that the B&D spare prices are not to be indicated in part –I bid.
 - (iii) The list of B&D spares shall be in ILMS format (INCAT databank compatible format). Please note that prices are not to be mentioned in Part-I bid.
 - (iv) After ranging & scaling by Navy, order for finalized/approved B&D spares would be placed separately by MDL on behalf of Indian Navy.
 - (v) The B&D spares ordered by MDL shall be delivered to Material Organization, Naval Store (CWH), Visakhapatnam.
 - (vi) Offer without the list of B&D spares with % price breakup shall not be considered and shall be liable for rejection.
 - (vii) **B&D spares quoted price shall not be considered while ranking of bids to decide L-1 bid**, as final list of B&D spares shall be decided after ranging & scaling by IN.

2. Validity Period of Offer:

- a) Bid / Offer shall have the validity period of **180 days** from the tender closing date.
- b) For B&D spares, offer shall have validity period of **365 days** from tender closing date.
- c) MDL may request the bidders to extend the validity period for a specified additional period. A bidder may agree to or reject the request. A bidder who has agreed to MDL's request for extension of bid validity, in no case, he shall be permitted to modify his bid. In case techno-commercially accepted bidder/s does not agree to extend the offer validity, the offers of all techno commercially accepted bidder/s including the bidder who has not agreed to extend their offer validity shall be opened and proceed further with valid bids. However, offer of the bidder(s) who have not agreed to extend their offer validity shall not be considered for L1 evaluation purpose.

3. Delivery Period: The delivery dates shall be as mentioned in RFQ or as mentioned below, whichever is later:

Yard No.	Equipment delivery date
12651	PO date + 04 months
12652	PO date + 07 months
12653	PO date + 08 months



Tender Enquiry

Enclosure to Tender Enquiry: Terms and Conditions (Section I & II)
Item: Procurement of Two men RCC for 4 ships of MDL Project-17A
Tender No.: 1700000760 (Customer nominated limited Tender Enquiry)
Project: Project-17A (Y-12651 to 12654)

12654

PO date + 09 months

4. Submission of Offer in Two Bid System: Offer must be submitted in two parts as follows:

- a) **Part I (Techno Commercial Bid):** The bidder shall ensure submission of techno-commercial offer as per tender terms.

Note: In any case, prices are not to be mentioned in Part-I bid.

- b) **Part-II (Price Bid):** Prices for each of the listed items has to be uploaded strictly in the prescribed format provided in the e-procurement portal. Bids received other than this given format will be **rejected**.

Note:

- If, in the price structure quoted for the required goods, there is discrepancy between the unit price and total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly;
- If there is a discrepancy between words and figures, the amount in words shall prevail.
- Bidder must quote for all line items being inseparable line items.

5. Bid Rejection Criteria:

- a) **Categorical rejection criteria:** Any Bids received other than through e-portal (in case of e-tender) shall be summarily rejected.
- b) **Liable rejection criteria:** Non-compliance/non-acceptance to any of the terms and conditions of the tender shall render the bid liable for rejection.

6. Performance Security Bank Guarantee(PSBG):

- a) Separate Performance Security(PS) for an amount equal to 5% of each order value (excluding taxes, duties) payable in currency of purchase order shall be submitted 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.
- b) Performance security may be furnished in the form of NEFT /Online(MDL website) 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.
- c) Non submission of PS with in stipulated time period may lead to cancellation of order by MDL at risk and cost of seller. In case cancellation of order is not opted by the buyer and seller has already commenced supply / services, MDL shall withhold 5% of order value from his bills in lieu of PS. In such case, interest is to be recovered for the period starting from 26th day of transmission / notification of order/contract by any mode and amount involved at the relevant rate of interest. For foreign supplier, the interest will be EUROBOR/LIBOR plus 2%. For Indian suppliers, the interest will be SBI BPLR plus 2%.
- d) In case of foreign bidders, the performance security must conform to Uniform Rules for Demand Guarantees (URDG 758) - an international convention regulating international securities.
- e) The performance security will be forfeited and credited to MDL's account in the event of a breach of contract by the contractor. It will be refunded to the contractor without interest, after he duly performs and completes the contract in all respects including the warranty under the contract.
- f) Where the duration of contract is very long and banks are unwilling to issue BGs for long duration, rolling bank guarantee towards performance security can be submitted where it will be valid for at least one year with claim period of three months within which the same can be extended for further period by amendment.
- g) Performance security on reducing balance can be accepted when the contract period extends beyond one year. This will be effective on completion of one year and thereafter on six monthly / yearly basis.
- h) In the event of defects due to poor workmanship leading to non-performance of the Equipment/Item and bidder failure to attend the defects within a reasonable period of time, the PSBG will be encashed by MDL. MDL's decision in this regard shall be final and binding on the supplier / contractor.



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i) In the event of postponing of delivery of deliverables/services or extension of guarantee desired & sought by MDL, the Performance Security (for 5% of order value) has to be extended and its amendment charges shall be borne by supplier.

7. **Warranty/Guarantee:** The equipment along with associated auxiliaries/components shall be warranted by the equipment supplier for the stipulated performance for a period of twelve (12) months from the date of delivery of equipment to MDL/VIZAG as applicable. Other terms regarding Warranty/Guarantee shall be as per TSP.

8. **Currency of Bidding:** Indian Bidders shall quote in Indian Rupees only.

9. Pricing:

a) Prices of all items/services shall be quoted for delivery of the items/services to the following destination including charges towards inland transportation, inspection charges, insurance, custom duty & cess, and other local costs incidental to the delivery of the Goods/Services.

Items/services	Delivery Location
Main equipment, spares, OBS, etc	Vizag

b) The prices quoted shall remain firm and fixed during the currency of the order / contract unless agreed otherwise by MDL.

10. Taxes & Duties:

a) Indian Bidders must clearly mention the applicable Taxes in the rate sheet enclosed in the tender. The item wise rates (i.e. Basic + Duties & Cess + Packing, Forwarding, inspection charges, Freight & Insurance) quoted in the Rate sheet should exclude Taxes. Bidder should indicate GST rates as applicable separately under each of the head in the same rate sheet, which will be paid extra based on tax invoice to the extent applicable.

b) Goods and Services Tax (GST) – Applicable for Indian Bidder:

i) The prevailing rate of GST is to be indicated in your blank rate sheet in Part-I.

ii) MDL's GST Number is **27AAACM8029J1ZA**.

iii) Bidder/supplier shall comply as per GST act of India and responsible for the financial and non-financial consequences in case of non-compliance of GST provisions/requirements/timelines on their part.

c) End User Certificate if applicable. Format to be provided by vendor immediately after placement of order.

11. Payment Terms:

a) On receipt of Invoice, 100 % of Payment shall be made within 15 days of receipt and acceptance of material at Vizag by WOT/MDL/IN Ship staff and as reduced by any deductibles and / or the amount leviable towards liquidated damages, if any plus 100% taxes, duties etc. as applicable.

Note: If PSBG is not submitted, then the equivalent amount shall be retained. Further, interest for delay in submission PSBG, if any shall also be deducted from payment.

b) **Part Payment:** Part Supply, Part Payment is not applicable.

12. Payment Mode & Documents:

a) All the payments to indigenous bidders due shall be made through Real Time Gross Settlement (RTGS) / National Electronic Fund Transfer (NEFT) by MDL.

b) MDL may opt to make due payment for items having shelf life, services or any miscellaneous payment required as per contract through Direct Remittance from Bank post-delivery & acceptance or completion of services.



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Note: Invoices should be submitted at "Receipt Section" adjacent to the ARS Punching Section, South Yard MDL.

- c) **Alternate MSME vendor payment through TReDS** – Details are available on MDL Website. Kindly visit MDL website Link : <https://mazagondock.in/English/pages/Tenders> under tab Ship Building(SB)/MPV Project. **This is applicable for Indian Bidder only.**

13. Consignee:

Material scheduled for delivery are to be delivered at Vizak as per tender requirement.

Note:-In order to avoid inconvenience during the delivery of material, it is advisable for supplier to depute their representative in their own interest to coordinate the activities between the transporter, and respective ship staffs/IN stores as applicable.

- i) Following document should be submitted along with material:
 - PO copy & subsequent amendments issued to it, if any.
 - Delivery Challans clearly indicating MDL Purchase Order No, Inspection Note Details and Packing List co-relating the items in the inspection report.
 - Copy of Warranty Certificate, Preservation Certificate etc as applicable.
 - Technical documentation, if applicable.
- ii) Unloading of the equipment/ items will be arranged by IN Ship staff/WOT/MDL. Supplier is required to give 4 day's advance intimation to MDL and IN ship staffs/WOT clearly indicating approx. dimensions and weight of consignments for arranging fork lift/crane for unloading.

14. Inspection & Testing: It shall be as per TSP. Inspection agency MDL & WOT.

- a) **Receipt Inspection:** MDL and WOT/Ship staff shall carry out necessary inspection of the items on receipt at delivery location on the basis of appropriate MDL/IN Inspection system requirements & the Inspection documents submitted by suppliers. In case joint receipt inspection (JRI) is required to be carry out, same may be carried out along supplier's rep. Any objection raised by inspection team against quality of material or workmanship shall be satisfactorily corrected by the supplier at his expenses including replacement as may be required within shortest possible time within 30 days. Items damaged during transit shall also be rectified or replaced by the supplier within shortest possible time.
- b) **Rejection of the material:** Any portion of the equipment found defective/rejected, the supplier shall collect the same at his cost from the delivered site, 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.

15. Loading Criteria:

Deviations sought by the bidder shall be loaded on the bidder/s quoted prices during price evaluation by MDL for ranking of bids to judge L1, as under.

- a) Varied payment terms quoted by indigenous bidders as compared to the terms stated in the Tender document shall be normalized by adopting the Benchmark Prime Lending Rate of State Bank of India plus 2% thereon on the amount (s) at variation and / or for the period (in no. of days) at variation.
- b) For the additional delivery period sought by the bidder over the stipulated date of delivery as per Tender, 0.50% per completed week will be loaded to the quoted price.

16. Integrity Pact (IP):

The Integrity pact essentially envisages the agreement between prospective vendors / bidders & buyers committing the person/officials of both the parties not to exercise any corrupt influence on any aspects of the contract. Only those vendors/bidders who enter into such an integrity pact with the buyer would be competent to participate in the bid. The format of integrity Pact is enclosed with tender documents. IP shall be submitted on plain paper.



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The 'Integrity pact' dully filled as per enclosed format to be submitted along with the offer. Each page of Integrity Pact shall be duly signed by the bidder. 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.

The original IP to be submitted or couriered to MDL within 15 days after tender closing date. Address: Commercial-P17A, New Service Block, Mazagon Dock Shipbuilders Ltd, Dockyard Road, Mumbai-400010.

Independent External Monitors (IEM): Presently the panel consisting of the following Independent External Monitors (IEMs) has been appointed by MDL, in terms of Integrity Pact (IP) which forms part of MDL Tenders / Contracts.

- i) Shri M.N.Krishnamurthy IPS,(Retd.)
Email ID: krishnamurthymn19@gmail.com
- ii) Shri Deepak Kashyap,
Email id : deepakkashyapnd02@gmail.com

This panel is authorized to examine / consider all references made to it under this tender / contract. The bidder(s), in case of any dispute(s) / complaint(s) pertaining to this tender falling under provisions of Integrity Pact may raise the same directly with the IEMs on the panel viz Shri M.N.Krishnamurthy IPS,(Retd.) Email ID: krishnamurthymn19@gmail.com; Shri Deepak Kashyap, Email : deepakkashyapnd02@gmail.com.

17. Ranking of Bids: Tender line items are inseparable and non-divisible in nature.

- a) Ranking of bids shall be done on total value wise by considering following factors:
 - i) The comparison of the responsive tenders shall be on total outgo on Least Cost Net of Credit Basis (LCNC), for the procurement to be paid to the supplier or service provider, including all elements of costs, duties, levies, freight, insurance etc. excluding GST (where ITC is available). Therefore, it should normally be on the basis of CIF/ FOR destination basis, duly delivered, commissioned, as the case may be.
 - ii) In case both Indian and foreign bidders have quoted in the tender, the comparison of the offers would be done on the basis of FOR destination including all applicable taxes and duties (Where Input Tax Credit (ITC) cannot be availed by MDL) on the principle of the total outgo from MDL's pockets.
 - iii) The applicable loading towards deviations shall be loaded for ranking purpose.
- b) For financial evaluation(Ranking), all bids shall be converted to Indian Rupees based on the "Bill for Collection (BC) selling "exchange rate on the last deadline for bid submission (Techno-commercial offer). If the last deadline for bid submission happens to be holiday or non-transaction day, the exchange rate on immediate previous working day will be adopted. The rate could be obtained from RBI/SBI rates as available on Internet.
- c) Discount given, if any, by the bidders, after the last date for submission of the bids but before opening of the price bids, will not be considered for determining the ranking of bids but will be considered after the said bidder is adjudged as L1.
- d) On-line ranking visible to the bidders after opening Part-II price bid is without loading parameters. However, the L1 bidder will be evaluated offline by applying all applicable loading parameters as per tender and clarifications during techno-commercial scrutiny / TNC meeting.
- e) Loading/Ranking will be done on original submitted bid at the time of closing of tender. However, in case MDL invites supplementary price bid from technically qualified bidders, then same will also be considered while ranking of bids.

Note: For ranking of bids, line items pertaining to OBS-2 years & B&D spares shall not be considered.

18. Public Procurement Policy (MII Order 2017 and MSE Order 2012): This is applicable for this tender and details are available on MDL Website. Kindly visit MDL website Link: <https://mazagondock.in/English/pages/Tenders> under tab Ship Building (SB). **Local content declaration needs to be submitted by all bidders in the prescribed format.**



Tender Enquiry

Enclosure to Tender Enquiry: Terms and Conditions (Section I & II)
Item: Procurement of Two men RCC for 4 ships of MDL Project-17A
Tender No.: 1700000760 (Customer nominated limited Tender Enquiry)
Project: Project-17A (Y-12651 to 12654)

Note: All nominated vendors (Class I & Class-II local suppliers) are eligible to bid for this tender. Non-local suppliers are not eligible to bid for this tender and offers from non-local suppliers shall be liable for rejection.

- 19. Public Grievance Cell:** A public grievance cell headed by Shri R. R. Kumar, ED (EY) has been set up in the company. Members of public having complaints or grievances are advised to contact above Authorities on Wednesday between 10.00 hours and 12.30 hours in his office at 3rd Floor, West Block, Mazagon Dock Shipbuilders Ltd or send their complaints / grievances to him in writing for redressal. Telephone No. is 23762106(MDL).
- 20. Breach of Obligation:** 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;
- Bidder has withdrawn / modified / amended / impaired / derogated from the tender during the period of bid validity.
 - Bidder fails or refuses to execute the contract upon notification of acceptance of bid by MDL during the period of bid validity.
- 21. Land Border:** This is applicable for this tender and details are available on MDL Website. Kindly visit MDL website Link: <https://mazagondock.in/English/pages/Tenders> under tab Ship Building(SB). **Bidders to submit land border declaration in the prescribed format available on MDL website.**
- 22. Option clause:** MDL retains the right to increase/decrease the ordered quantity by up to 50 % at any time, till final delivery date (or the extended delivery date of the contract), by giving reasonable notice even though the quantity ordered initially has been supplied in full before the last date of the delivery period (or the extended delivery period).
- 23. Right to Reject any or all Bids:** MDL reserves its right to accept or reject any or all Bids, abandon/ cancel the Tender process, and issue another tender for the same or similar Goods/Services at any time before the award of the contract. It would have no liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for such action(s).
- 24. Additional Instructions:**
- Bidder shall abide to all tender terms & conditions including General Conditions of Contract (GCC).
 - In case of improper on-line filling or non-submission of Acceptance formats for Tender Enquiry Form (TEF), GCC, it shall be presumed that all our tender terms & conditions are acceptable to the bidder. For GCC, kindly visit MDL website Link : <https://mazagondock.in/English/pages/Tenders> under tab Ship Building(SB).
- 25. E-Portal and E-Tender Guidance:**
- Submission of bids against e-Tenders:** The bidder is required to quote online on the *e-Procurement* website www.eprocuremdl.nic.in by the deadline, by submitting the Techno-commercial Bid & Price Bid in Electronic format only. The prices/quotes & a few declarations shall have to be entered/uploaded by the bidder online in the Tender's entry forms & other bid documents' scanned/soft copies shall have to be uploaded as part of the bid. All bids should be digitally signed using DSC (as explained below).
 - To participate in e-Tender (s), every bidder must register themselves on the ASP's website (*registration is free of cost*) & must possess a legally valid Class-IIB or above Digital Signature Certificate (DSC) as per IT Act-2000, using which they can sign their electronic bids. The DSC can be procured from any Certifying Authority (CA) authorized by Controller of Certifying Authorities (CCA) of Govt. of India.
 - National Informatics Centre (NIC) have been appointed by MDL as the Application Service Provider (ASP).
 - Online User Manual is available on the website for the guidance of users & for participating in the e-Procurement/ e-Tendering, the bidder must ensure having the requisite (IT) infrastructure at their office premises.
 - For any further details of e tendering & digital signatures, please contact 0120- 4200462, 0120-4001002, 8826246593, eproc-support@gov.in.



Tender Enquiry

Enclosure to Tender Enquiry: Terms and Conditions (Section I & II)
Item: Procurement of Two men RCC for 4 ships of MDL Project-17A
Tender No.: 1700000760 (Customer nominated limited Tender Enquiry)
Project: Project-17A (Y-12651 to 12654)

- f) Problems in hardware/software, internet connectivity, system configurations, Browser setting etc., for whatsoever reason shall not be considered for extension of tender closing date and time.
- g) MDL will not be responsible for an error in downloading of tender documents from web by the bidders. The version appearing on MDL website will be considered final and authentic.

26. Contact Details for Queries: All bidders are requested to get their queries, if any, clarified in advance (i.e. 7 days in advance to tender closing date) to avoid last minute delay. In case of any clarifications regarding tender, bidders are requested to contact the following executives.

Department	Name of Executives	Contact No	Email
Technical	Mr. C G K Rao, DGM/PE(D-P17A)	022 2376 3035	gk rao@mazdock.com
	Mr. Akshay Joshi, M(D-Outfit)	022 2376 3370	arjoshi@mazdock.com
Commercial	Mr. Satish Chandra DGM/PE(C-P17A)	022 2376 2747	schandra@mazdock.com
	Mr. Abhishek V Deshpande CM (C-P17A)	022 2376 2749	avdeshpande@mazdock.com

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

Yours faithfully,

For MAZAGON DOCK SHIPBUILDERS LIMITED

Enclosure:

Enclosure-1	General Conditions of Contract (GCC) for Goods and Services
Enclosure-2	Performance Security (PS) Bank Guarantee Format
Enclosure-3	RTGS format
Enclosure-4	Details for remittance towards Performance Security (PS) Bank Guarantee Format
Enclosure-5	Contact Details of the bidder
Enclosure-6	Format for Compliance Certificate w.r.t. Land Border Clause
Enclosure-7	Integrity Pact
Enclosure-13-A	Format for declaration of Local Content & Purchase Preference as per PPP Order 2017. (Applicable for procurement below Rs 10 Cr)
Enclosure-14-A	Format for declaration of Actual Local Content (Applicable for procurement below Rs 10 Cr)

Note: All above enclosures are available on MDL Website. Kindly visit MDL website Link : <https://mazagondock.in/English/pages/Tenders> under tab Ship Building(SB)/MPV Project.



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1. GENERAL REQUIREMENTS

1.1. APPLICATION

The items projected in this specification are for use on Indian Naval Ships (PROJECT 17A) being built by Mazagon Dock Shipbuilders Ltd. A total of four Ships are likely to be built. All the items offered must be suitable for application in Naval Ships.

1.2. SUPPLIER'S OFFER

- a) The offer shall strictly conform to the details indicated in this specification and in the referred standards / drawings / documents (All Latest Issues are to be followed).
- b) The offer should be complete with all relevant details such as detailed technical specifications, material specifications, overall dimensions/ foundation/ installation/ bolting/ storage/ preservation details etc.
- c) Any clarification required regarding Technical Specification / Requirement should be sought prior to submission of the offer.

1.3. DEVIATIONS

- a) The offer shall strictly conform to the details indicated in this specification and in the referred standards / drawings / documents (All Latest Issues are to be followed).
- b) In case the items offered are NOT conforming to the details given in the Specification, the offer should clearly indicate a comparative statement of the requirement indicated in the Specification vis-a-vis that of the items offered, indicating limitations/advantages, for IHQ of MoD(N) / MDL consideration. Refer APPENDIX-1 for Format. Onus of proving the equivalence of the alternate specifications, if any, quoted in lieu of those required as per tender rests with the Supplier.
- c) No deviations shall be granted after the placement of order.
- d) In case no deviation is indicated in the offer, it shall be presumed that the offer conforms to the technical specification and therefore binding on the supplier.

1.4. CERTIFICATE OF CONFIRMITY

The offer should be complete with **CERTIFICATE OF CONFORMITY** as per format detailed at **APPENDIX - 2**.

IMPORTANT NOTE:

The offer received without the "Certificate of Conformity", duly filled in and signed, may not be considered.

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2. PROCUREMENT SPECIFICATION

2.1. BRIEF DESCRIPTION / USE:

The two men transportable recompression chamber provides on-site air oxygen recompression treatments and transport of divers under pressure to larger treatment chambers. Diving Operations involve diving in remote locations and often for prolonged durations. It is an essential requirement for any diving operation being carried out. It can easily be mobilized for on-site recompression treatments. This treatment is commenced onsite and is mandatorily required to be commenced within 5 minutes of surfacing of the diver. The time criteria are critical factor to avoid formation of gas bubbles in the blood vessels of the diver. Recompression therapy is administration of 100% oxygen for up to several hours in a sealed chamber pressurized to at least 1.9 atmospheres, gradually lowered to atmospheric pressure. In divers, the therapeutic decompression is used primarily for decompression sickness, arterial gas embolism, carbon monoxide poisoning and other conditions.

With two occupants under pressure, it may be handled by 10 or 12 persons and can easily be moved on ship's deck, transported by suitable service/ commercial helicopter, fixed- wing aircraft or light pick-up truck.

The chamber should be non-magnetic version which can always be utilized during mine countermeasures and onboard upcoming minesweepers for MCM operations.

2.2. QUANTITY:

One per Ship.

2.3. SCOPE OF SUPPLY

- a) As per the Clause No 3 of this TSP

2.4. SCOPE OF OFFER:

Offer should accompany the following documents:-

- a) General arrangement drawing. With dimensions, part identification list (PIL).
- b) Material specification, estimated weight & C.G. (APPENDIX-3& 4).
- c) Para wise compliance matrix indicated adherence to the TSP is to be submitted by the supplier along with the technical offer.
- d) Deviations, if any, are to be clearly indicated by the firm and detailed justification for the deviation is to be provided by the supplier.
- e) List of recommended On Board Spares with % price break up (for 1 year and for 2 years of operation separately)
- f) List of recommended B&D spares with % price break up
- g) User/Reference list of similar equipment supplied by the supplier
- h) Proposed Quality Assurance & Quality Inspection Plan
- i) Services required from yard.
- j) Certificate /letter for "No Adverse Remark" from customer on company's letter head.
- k) Proof for experience for previous supply of similar items to shipyard or IN, proof can be purchase order along with work done certificate letter.

2.5. DOCUMENTS & STANDARDS:

- a. ASME VIII
- b. ASME PVHO-1, 2019
- c. IMCA D018 Rev 2.4, May 2024 – Code of Practice for the initial and periodic Examination, Testing and Certification of Diving Plan and Equipment.



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- d. IMCA D023 – Design of surface oriented (Air) Diving Systems
- e. JSS 55555:2012 (Rev3) Standards for environmental Parameters
- f. MIL STD 461G or Equivalent
- g. JSS -0251-01, EED-S-048 and IETM-IV as applicable
- h. NATO STANAG certifications for Flanges
- i. EN 837-1 compliance for pressure gauges
- j. Certification – Any of the recognized IACS

2.6. DOCUMENTATION

- a) One copy of approved/stamped documents (Hard copy of Quality Assurance Plan (QAP), detailed manufacturing drawings & catalogues along with Soft copy in the form of CD ROM should be supplied to MDL with each ship set.)
- b) Documentation is to be forwarded to the consignee in a separate enclosure, along with supplies and shall be in English language.
- c) The format & content of documentation being provided shall be as per DME specifications 452, JSS-0251-01, EED-S-048 & IETM-IV as applicable. Documentation shall be presented for the each ship set as per the table below.

Description	Content	MDL	
		12651	Follow on Ship
Technical Data	Manufacturing Drawing & Technical Documents	10	6
	Material specification Test Report	10	6
	Weight certificate	10	6
	Test Procedure and Documentation	10	6
	Load & inspection test reports/certificates	10	6

2.7. SPARES

- a) The Commissioning Spares, On Board Spares, Base & Depot Spares and required test equipment shall be recommended in the offer by the supplier. Such recommendations are to be commensurate with the reliability of critical components and component use in the system. Special tools and test equipment shall be supplied for on board maintenance.
- b) Each and every spare (Commissioning Spares, On Board Spares, Base & Depot Spares) and tools shall be given unique NCN (NATO Code Nos.), if available.
- c) List of spares and tools shall be submitted, in the ILMS format (INCAT compatible format detailed at Appendix 5) in soft as well as hard copies, along with the offer.
- d) **On Board Spares (OBS):**

An itemized list of OBS along with percentage (%) price break up, special tools and special test equipment, which shall be supplied with the main equipment, shall be furnished along with the offer for the main equipment. The OBS and special tools shall cater for all on board maintenance routines and possible repair requirements. Preservation requirement of OBS, if any, shall be indicated in the offer. The OBS shall be ordered along with the main equipment. However, they are to be delivered as per the delivery date indicated in the PO.



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e) **The OBS and Tools shall include following:**

- i) All spares required for exploitation up to 1 year & 2 years (Quantity of OBS which are consumable in nature shall be recommended in sufficient nos.).
- ii) One set of general-purpose maintenance tools along with each shipset.
- iii) It should consists of minimum (in nos) of following items –

<u>Sr No</u>	<u>Tools/Equipment</u>	<u>Scale Per Equipment</u>
1	Adjustable Spanner	01
2	Set of Screw Drivers	01
3	Hammer	01
4	Allen Key Set	01
5	Plier	01
6	Cutter Plier	01
	<u>Spares</u>	
1	Loctite	01
2	Silicon Compound	01
3	Teflon Tape	02
	<u>Special Maintenance Tool</u>	
1	Tyre Valve Stem Wrench	01
	<u>Pressure Vessel</u>	
1	¾" Quarter Turn Value Valve	01
2	½" Quarter Turn Value Valve	01
3	¼" Quarter Turn Value Valve	01
4	HP Gauge	01
5	LP Gauge	01
6	MED Lock O-Ring	01
	<u>Special Test Equipment</u>	
1	Multimeter	01
2	Tyre Inflator Gauge	01



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f) Five-year Base & Depot (B & D) Spares / Comprehensive Part Lists:

Base spares recommendation shall cover maintenance / overhaul requirements for 5 years including two refits. Recommendations for insurance holding of long lead items shall also be indicated in the offer. In addition, it shall include maintenance/ overhaul requirements iaw IMCA D 018 for 5 years. Itemized cost of B & D spares along with percentage (%) break up and their preservation requirements shall be forwarded with the offer. The offer without the list of B & D Spares with % price breakup shall not be considered and shall be liable for rejection. The B & D Spares shall be procured by MDL on behalf of Indian Navy.

2.8. DELIVERY SCHEDULE

The schedules for supply of the items shall be as follows:

	Activity	(Days*)
a)	Purchase Order by MDL	D
b)	Submission of Draft QAP to MDL by the Vendor	D+14 days
c)	MDL forward approved QAP to Vendor	D+21 days
d)	Supply of Equipment for 1 st Ship of MDL	QAP Approval + 3 Months
e)	Supply of Equipment for 2 nd Ship of MDL	QAP Approval + 6 Months
f)	Supply of Equipment for 3 rd Ship of MDL	QAP Approval + 7 Months
g)	Supply of Equipment for 4 th Ship of MDL	QAP Approval + 8 Months



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3. TECHNICAL REQUIREMENTS

3.1. SPECIFICATION:

With two occupants under pressure, it may be handled by 10 or 12 persons and can easily be moved on ship's deck, transported by suitable service/ commercial helicopter, fixed-wing aircraft or light pick-up truck. Portable two-man recompression chamber with international mating clamp and integrated control panel, HP air and O₂ storage bottles and trolley system for transportability is meant to meet operational roles in harbour/ at sea for undertaking therapeutic decompression for divers. It enables transfer under pressure of an injured diver suffering from decompression sickness (DCS) with another larger twin lock chamber through the International mating flange. It is designed for occupancy of two divers and access through a hatch. The RCC has an integrated oxygen/ air gas bank for provision of air and oxygen supply to RCC. The complete system is as per International Marine Contractors Association (IMCA) guidelines and certified by class (DNV/ LRS/ IRS or equivalent) for PVHO (Pressure Vessel for Human Occupancy).

3.2. QUALITY ASSURANCE:

The detail design, material and workmanship shall be in accordance with the latest recognized marine practices, to ensure reliability, durability and ease of maintenance, which comply with the ship's requirements. The design shall be such that weight and size are reduced to the minimum practicable, ensuring no compromise in reliability or significant design criteria. A quality assurance program is to be specified by the manufacturer in his offer.

3.3. QUALITY ASSURANCE PROGRAMME:

- a) The equipment manufacturer shall submit a quality inspection and control plan for approval.
- b) Details of test equipment, test methods, preliminary qualification tests etc. are to be indicated. Shop floor tests prior to dispatch should be conducted by supplier.
- c) QAP Approval - MDL

3.4. FEATURES OF THE CHAMBER:

- a) Certification ASME VIII DIV. 1 and ASME PVHO - 1, 2019.1
- b) Certification Authority Class certified (LRS/ DNV/ IRS or equivalent)
- c) Maximum Depth Rating 60 MSW
- d) Relief Valve set at 65 MSW or as required
- e) Test Pressure 1.5 times of working pressure
- f) Material of Construction PVHO compliant material grade (OR)
Aluminium (OR)
Duplex Stainless Steel
- g) Volume 1 – 1.8 m³



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- h) Design Temperature (-10) °C to 50°Celsius
- i) Inside Diameter 400 mm (minimum) to 1200 mm (maximum)
- j) Overall Length 2500 mm or less
- k) Chamber Finish As per PVHO guidelines, Non-toxic
(i) Milky white Fire-retardant paint inside & outside.
(ii) Static dissipative floor plate.
- l) View Ports 2 x circular NLT 6" view ports compliant to ASME PVHO-1, 2019. The view ports shall be acrylic. The certificate for the view ports is to be provided iaw PVHO-1,2019. The viewports shall be manufactured on the date later than the contract signing date.
- m) BIBS 03 Build in Breathing System with overboard dump exhaust and on demand supply with external manual flow regulator.
- n) Lift Eye Heavy duty 03 - corner top lifting lugs (ISO or EN 12079 lifting eye standards).
- o) No of Compartments Single Lock
- p) Shell Design Shell design shall be certified by any approved classification authority.
- q) Trolley Design Triangular shaped trolley with a total of 06 tyres(twin set tyres for each of three corners) for enhanced stability, weight bearing capability and minimized turning circle of the RCC-Trolley system on ship's deck.
- r) Tyres RCC mounted on trolley with 06 air/ nitrogen inflated tyres of minimum 12" diameter for movement over deck projections and undulated surfaces.
- s) Shock Absorbers RCC mounted on trolley shall be provide with adequate shock absorbers and shall have NSS Grade-1.
- t) Trolley The RCC mounted on trolley shall be user friendly and shall be easily mated with any of the multiplace RCC available with Indian Navy. The mating demonstration shall be carried out by the firm.

3.5. CHAMBER CONTROL CONSOLE

It should have chamber mounted panel with valves with following features:-

- a) Anodized Control Console - Modular construction providing regulated pressure. Supply/ regulated pressure gauges to be EN 837-1 compliant.
- b) Human Machine Interface (HMI) - A digital console unit interfacing with CO₂, O₂ sensors with visual and acoustic alarm.



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- c) Four (04) HP air cylinders (nominal capacity 50 ltrs, pressure 300 bar) and oxygen cylinders (nominal capacity 50 ltrs, pressure 200 bar) shall be provided. The gas quad on wheel shall have separate manifold assembly with separate regulators and LP & HP gauges fitted to provide LP gas to RCC. Flexible hoses shall be provided with it QRC connection for fitment o RCC.
- d) Communication panel.
- e) CCTV system with monitor.
- f) Depth and pressure gauges for internal depth and air supply pressure.
- g) A PLC unit with integrated HMI display for maintainability of system, calibration requirements and system information.

3.6. BASIC FEATURES

The small dimensions and low weight should not compromise the basic safety requirements. It should include following:-

- a) Mechanical sliding type Stretcher with mattress for patient with securing straps.
- b) Fire-retardant collapsible seat for attendant shall be provided.
- c) Medical lock with safety interlock device.
- d) Hyperbaric internal lighting system with ON/ OFF and dimming controller switch.
- e) Communication System.
- f) Silencer on each exhaust hose.
- g) Medical lock with safety interlock device.
- h) Integrated Control Panel including depth gauge, communication unit, flow meter, regulator, TV monitor etc.
- i) Transport wheels with locking device with sufficient shock absorber. Suitable to carry in hilly terrain and rough patches. The trolley should be universal, where the height can be adjusted such that it can be mated with any other large recompression chamber.

3.7. FLANGE TYPE

NATO STANAG rotating male connection flange.

3.8. CO₂ SCRUBBER

To be provided with CO₂ scrubber of minimum 2 Kg operated electrically.

3.9. 6 CFM COMPRESSOR

A 6 CFM portable breathing air compressor along with trolley mount with shock absorber is to be provided. It should have following features:-

- a) Atleast 2 stage compressor with automatic cooling system.



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- b) It should be capable of charging upto 300 bar.
- c) In addition, a HP flexible hose upto 20 meter in length.

3.10. CYLINDER SUPPORT/ CARRIAGE

Each support to hold high pressure cylinder (300 Bar) of max. 50 L. Support to have Transport wheels with sufficient shock absorber for all weather terrain.

- a) Chamber Integrated - Two HP air cylinders (nominal capacity 10 lts minimum, pressure 300 bars) and two oxygen cylinders (nominal capacity 10 lts minimum, pressure 200 bars).
- b) Gas Quad with wheels - Two HP air cylinders (nominal capacity 50 lts, pressure 300 bars) and two oxygen cylinders (nominal capacity 50 lts, pressure 200 bars).

3.11. FIRE EXTINGUISHER

Hyperbaric Fire extinguisher with a capacity of 5 L mounted inside the chamber.

3.12. TECHNICAL PARAMETERS

It should include the following :-

- a) Caisson type depth gauges for internal depth.
- b) International standard Mating Clamp (class certified) for Transfer Under Pressure (TUP) of patients to Twin lock re-compression chambers.
- c) 03 O2 BIBS with overboard dumping.
- d) Two waterproof and hyperbaric digital Stopwatch shall be provided.
- e) Temperature and Humidity monitors.
- f) Medical Lock (bayonet type) with safety interlocks to prevent opening of external door whilst under pressure.
- g) Battery backup system shall cater for complete operational load of sensors, lights, scrubbers for a minimum duration of 180 minutes.
- h) Sound Power Telephone.
- i) 3 point lifting sling.
- j) Main Lock – Chamber Lock equalization facility.
- k) Electrically operated CO2 scrubber system.
- l) Triangular trolley with tyres, shock absorbers, and independent adjustment facility for each tyre for alignment during TUP operation.
- m) Air and oxygen flexible connection hose of length 5 metres (one each).



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3.13. OTHER REQUIREMENTS

The following documents to be supplied:-

- 3 copies of operation manual, maintenance manual and spare parts list (English) and all other documents required i.a.w ASME PVHO 2019.
- Repair Tool Kit - Requisite tools and spare to carry out level III maintenance.
- On Board Spare (OBS) – It is to be supplied as per TSP clause 2.7.

3.14. WARRANTY:

- Warranty Period:** The equipment along with associated auxiliaries/ components shall be warranted by the equipment supplier for the stipulated performance for a period of twelve (12) months from the date of delivery of equipment to MDL.
- Warranty:** The supplier shall provide the warranty for the functioning of the entire system as well as individual units. During the said period, the equipment supplied shall be warranted against any malfunction, defects, material failure, and non-compliance to ordered specifications, sub-optimal performance, design deficiency, poor workmanship and quality. Any expenditure on account of equipment malfunction, repair or supply of spares against warranty defects shall be borne by the equipment supplier. If any defective part is required to be taken back to OEMs factory/works (i.e. importing and re-exporting from Country of origin) for the purpose of service, the entire liability including expenditure towards the same shall be borne by the supplier.

3.15. PRESERVATION / PACKING / CONDITIONING

- Equipment supplier is to provide high quality packing for the complete scope of supply along with handling arrangements. The package/container should display clear instructions for stowage, handling, care and accessibility for inspection of equipment preservation condition.
- Equipment shall be supplied with Initial preservation for a period of 24 months for tropical conditions and protected against high humidity. The equipment is to be preserved on delivery as per the standard marine engineering practice. Closing plates/plugs/caps (duly filled with nitrogen gas) are to be provided on all openings.
- Preservation requirement, procedures and schedule for main equipment, OBS and B & D Spares are to be indicated in the offer.

3.16. LIFTING ARRANGEMENT:

All components weighing more than 40 kg are to be provided with eyebolts. Any components requiring special handling shall be so marked and shall be accompanied by the necessary handling instructions. In addition, provision for lifting sling arrangements for transportation from fixed wing aircraft/ rotary aircraft (pressurized and non-pressurized) shall be provided.

3.17. SHIPMENT:

All equipment shall be adequately packed and protected with supports to ensure adequate protection during all mode of transportation. Each unit within a package/container shall be clearly marked in English for identification. The container shall clearly indicate the commodity description with caution marks, weight, size, etc., A separate document giving complete details and instructions for storage, preservation, handling and transportation after delivery is to be supplied. The supplier should indicate the delivery schedule, port of embarkation, transport, packing, preservation, insurance, etc.



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APPENDIX- 2

(Refer Para No. 1.4.1)

CERTIFICATE OF CONFORMITY

(To be filled in by the **SUPPLIER** & submitted as part of the Offer)

M/s. _____

With reference to the subject **Requisition** received along with the MDL Inquiry and our QUOTATION No. _____ Dated _____ we hereby confirm / clarify the following:

1. **REGISTRATION WITH DQA (WP) / DQA (N) / MDL:**
We are NOT Registered / already REGISTERED (*) with _____ for manufacture and supply of following items
(a) _____
(b) _____
2. **PAST PERFORMANCE:**
We have NOT Supplied / have SUPPLIED (*) identical / similar (*) ITEM to MDL in the past. The relevant Order references are given below :
(a) _____
(b) _____
3. **REQUISITION / DRAWINGS / SPECIFICATIONS / SOR:**
We ARE NOT / ARE (*) fully aware of the relevant Drawings / Specifications / TSP etc. indicated in the REQUISITION and the related Documents.
4. **DEVIATION:**
The OFFER is fully in compliance with the Requisition WITHOUT any deviation / EXCEPT for the deviations listed in the attached format (*).
5. **BINDING DATA:**
OUR Drawings with necessary **BINDING DATA** such as Overall Dimensions, SEATING Details / Bolting Plan, Connection / Interface Details, Face to Face Dimensions is ENCLOSED / NOT Enclosed (*) with the offer. We have noted that any change in Binding Data shall require specific approval from MDL/IHQ of MoD (N).
6. **DOCUMENTS / DATA:**
The following Technical Documents / DATA SHEETS are enclosed herewith
(a) (To be specified if applicable)

For M/s. _____

Signature: _____

Date : _____

Stamp:

(*) **Strike out which is NOT APPLICABLE.**



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APPENDIX- 3
(Refer Para No.10)

WEIGHT CONTROL DATA SHEET

EQUIPMENT DESCRIPTION		EQUIPMENT NO.	
COMPARTMENT		LOCATION	

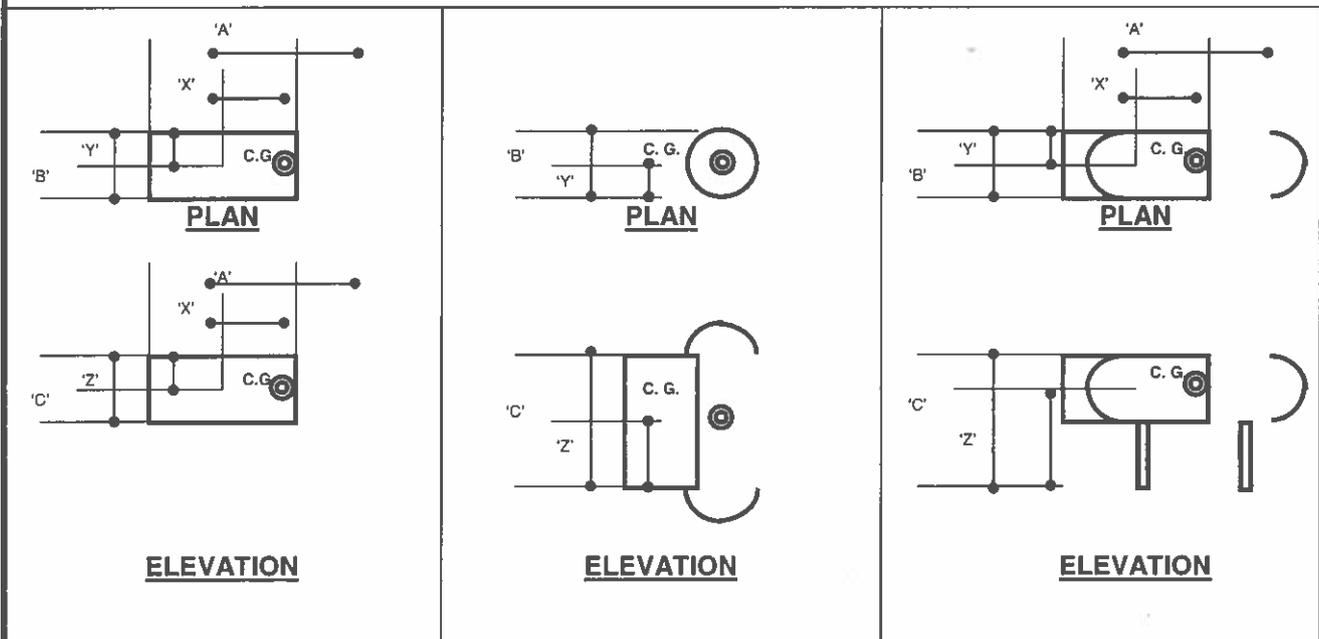
SWBD :

TOLERANCE CODE
 PRELIMINARY EST.
 DESIGN EST.
 M.T.O (CALC)
 WEIGHED
 TOLERANCE ± %

1. WEIGHT (Kg.)

(a)	DRY	Kg ±	%
(b)	FLUID	Kg ±	%
(c)	OPERATING	Kg ±	%
(d)	TEST	Kg ±	%
(e)	TOTAL	Kg ±	%

2. EQUIPMENT DIMENSIONAL DATA (mm) & Co-ordinates of CoG



OVERALL SIZE		CENTRE OF GRAVITY	
'A'		'X'	
'B'		'Y'	
'C'		'Z'	

NOTE :

- ALL OFFERS SHALL INCLUDE THIS DATA SHEET DULY FILLED IN BY THE SUPPLIER (SIGNED, DATED & SEAL AFFIXED).
- ALL FINISHED ITEMS SHALL BE WEIGHED & A CERTIFICATE SHALL BE PROVIDED AS PER ATTACHED SHEET.
- SEPARATE SHEETS SHALL BE COMPLETED FOR EACH INSTALLED EQUIPMENT.
- ORIGIN OF 'X', 'Y' AND 'Z' TO BE INDICIATED.

SUPPLIER'S SEAL

SUPPLIER'S SIGNATURE & DATE



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APPENDIX - 4

(Refer Para No. 10)

WEIGHT CERTIFICATE

EQUIPMENT DESCRIPTION:

EQUIPMENT NO. :

The form shall be completed by Supplier & shall be supplied along with the equipment.

**SUPPLIER'S
NAME**

ADDRESS

TELEPHONE NO.

ORDER NO.

Ref. Drg. No.

Part No.

EQPT. NO.

METHOD OF WEIGHING:

Supplier shall prescribe Method & Equipment Used:

DATE OF LAST CALIBRATION

**SPECIFIED ACCURACY
REQUIREMENT**

NOTE :-

RESULT OF WEIGHING TOTAL EQUIPMENT DRY WEIGHT

(Excluding packing, temporary protection etc.)

ALLOCATED WEIGHT

(Weight estimate agreed by purchaser
and supplier based on order specs).

REASONS FOR VARIATION BETWEEN ALLOCATED WEIGHT AND CERTIFIED WEIGHT:

WEIGHING ADDRESS:

WITNESSED BY

FOR SUPPLIER

FOR PURCHASER

Representative

Representative

Date:

Signature / Date & Seal

Signature/Date & Seal



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APPENDIX-5

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DETAILS OF SPARES MANAGEMENT SYSTEM AS PER INCAT COMPATIBLE FORMAT

(Refer Clause No. 2.11.5)

DATA REQUIRED FOR INTRODUCTION OF E & SP ITEMS INTO ILMS

Ser	Data Field Description	Remarks
-----	------------------------	---------

Equipment & Vendor Details

(Heading Fields)

1	Equipment Model & Description	
2	OEM Name	OEM details to be given & not that of the Firm/Shipyard supplying equipment
3	OEM Adress	To include Tele Number & E-mail IDs

Item Details (Main Data Fields)

1	OEM Part Numbers	
2	Description	
3	Denomination	Use Standard SI Nomenclature e.g. no. Kg. m etc
4	CRP Category	Consumable, Returnable, Permanent
5	VED Category	Vital (Under 10%), Essential (Under 20%), Desirable (80%)
6	EASK Type	E-Complete A-Assembly S-Sub Assembly K-Spare Part
7	EASK Book Ref/PIL/Drawing Ref	Document Number of PIL & Details of Item
8	Quantity Constituent	Numbers in each equipment-Applicable for Assembly & below
9	Quantity of OBS	As Per Range & Scale
10	Quantity of B & D Spares	As Per Range & Scale
11	Unit Rate	
12	Total Cost	



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DETAILS OF SPARES MANAGEMENT SYSTEM AS PER INCAT COMPATIBLE FORMAT

(Refer Clause No. 2.11.5)

CODES USED IN ILMS RELATIONAL DATA MODEL

Codification Scheme for Item

<u>Sr.No.</u>	<u>Type of Store</u>	<u>Part I</u>	<u>Part II</u>	<u>Part III</u>
1	Naval Stores (DS Cat Number)	N	GpCI	Part No
2	Naval Stores (Admiralty)	N	CIGr	Pattern No
3	E&SP Non-Russian	E	OEM Code	Part No
4	E&SP Russian	S	OEM Code	Part No
5	BEL Stores	E	OEM Code	Part No

- Note:
1. SNo 1 and 2 are DSCat and Admiralty Scheme respectively. DSCat is preferable.
 2. All E&SP items need to be finally codified as E&SP Non-Russian, SNo 3.
 3. Make extra efforts & use scheme as per SNo 3 for all E&SP items.

Few Codes Used in ILMS

	<u>EASKType</u>		<u>ItemDeno</u>
E	Equipment	cc	Cubic centimetre
A	Assembly	cm	Centimetre
S	Sub-assembly	cuF	Cubic feet
K	Kit	cuM	Cubic metre
		doz	Dozen
	<u>EqptType</u>	fm	Fathom
MAJ	Major	ft	Feet
MED	Medium	gal	Gallon
MIN	Minor	gm	Gram
		gro	Gross
	<u>SubstituteType</u>	kg	Kilogram
F	Functional	lb	Pound
I	Indigenised	lit	Litre
R	Re-referenced (same item)	m	Metre
S	Superseding (Item or Item Code)	mg	Milligram
		ml	Millilitre
		mm	Millimetre
	<u>RoutineType</u>		
Y	Yearly	no	Number
Q	Quarterly	pr	Pair
M	Monthly	qr	Quire
H	Hourly	qtl	Quintal
B	Bi-annually	rm	Ream
		set	Set
		sqF	Square feet
		sqM	Square metres
		tnM	Tonne Metric (1000 kg)
		yd	Yard



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CODES USED IN ILMS RELATIONAL DATA MODEL

<u>Currency Code</u>		<u>Country Code</u>	
rbl	Russian Rouble	BLG	Republic of Bulgaria
Yen	Japanese Yen	Bel	Belgium
US\$	US Dollar	CAN	Canada
UK#	UK Pound Sterling	DEN	Denmark
SP\$	Singapore Dollar	FIN	Finland
SFr	Swiss Franc	Fra	France
Rs	Rupees	Ger	Germany
MAR	Malaysian Ringitt	HON	Hong Kong
HO\$	Hong Kong Dollar	ITL	Italy
FIM	Finland FIM	Ind	India
MAR	Malaysian Ringitt	JAP	Japan
Eu	Euro Currency	Kor	Republic of Korea
Dkr	Danish Kroner	Mal	Malaysia
Dfl	Netherlands	NOR	Norway
DUG	Dutch Guilder	NRL	Netherlands
CA\$	Canadian Dollar	NZL	New Zealand
Bfr	Belgian Francs	POL	Poland
Ash	Austrian Schilling	Rus	Russia
AU\$	Australian Dollar	SA	South Africa
		SGP	Singapore
		SWZ	Switzerland
		Spn	Spain
		Swe	Sweden
		UAE	United Arab Emirates
		UK	United Kingdom
		USA	United States of America
		Ukr	Ukraine
			<u>PriceType</u>
		A	Inflation Adjusted Price
		C	Central Procurement Price
		D	LP (Direct/Local) Price
		E	POEP (Estimated)
		K	Book Price (Kitaab)
		Q	Budgetary Quote Price

Note : More codes can be added should the need arise.



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**SPARE PART DETAILS FOR ILMS COMPATIBILITY BY
OEM/PRODUCTION DIRECTORATES**

S No	ELEMENT	STRUCTURE	BY	REMARKS
1.	Item/Eqpt Code	Char(32)	OEM	Consist of OEM Code/Name and OEM Part Number. Part Number to be restricted to 24 Char.
2.	Item/Eqpt Desc	Char(60)	OEM	Put Unique Identifier
3.	Item/Eqpt Denom	Char(3)	OEM	Strictly use Codes supplied by ILMS. It shall mostly be <i>nos.</i> or <i>set.</i>
4.	Substitute Item Code	Char(32)	OEM	OEM name and OEM Part Number.
5.	Year Obsolescence	Char(4)	OEM	In case of main eqpt. only.
6.	EASK Item Code	Char(32)	OEM	Identifier for E/A/S/K
7.	EASK Type	Char(1)	OEM	Eqpt/Assembly/Sub-assembly/Kit
8.	EASK Book Ref.	Varchar(31)	OEM	Book/Drawing reference.
9.	Qty Constituent	Small Integer	OEM	Incase of spare parts, number fitted in the equipment, Small Integer range 0 – 62, 000.
10.	Months Shaft Life	Tiny integ	OEM	Zero(0) for non-shelf item
11.	Specs Name	Char(30)	OEM	DIN, ISI etc.
12.	Specs Value	Varchar(20)	OEM	Number associated with Corresponding specs
13.	Characteristics Name	Varchar(30)	OEM	Special Properties like Max Temp, Drawing etc.
14.	Char Value	Varchar(60)	OEM	Value of Property, Drawing reference etc.
15.	Substitute Type	Char(1)	OEM	Indigenous/Upgraded etc.
16.	Hours Estimated Life	Small Integ	OEM	
17.	Hours MTBF	Small Integ	OEM	
18.	Hours MTBR	Small Integ	OEM	
19.	Routine Type	Char(1)	OEM	In case of Main Eqpt. only as per attached list of codes. (Yearly, Monthly, Hourly etc.)
20.	Routine Periodicity	Small Integ	OEM	5000 Hrly etc.
21.	Recom BD Spares	Small Integ	OEM	Recommended by mfg.
22.	Recom OB Spares	Small Integ	OEM	Recommended by mfg.



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S No	ELEMENT	STRUCTURE	BY	REMARKS
23.	Supplier Name	Char(50)	OEM	Use Supplier's name with unique location identifier eg. BEL Hyderabad. Must exist in Supplier table
	Address	Char(30)		
	Address Line1	Char(30)		
	Address Line2	Char(30)		
	City	Varchar(30)		
	State	Char(20)		
	Pin code	Char(7)		
	Country Code	Char(3)		Use codes provided above. You may use full name of country when in doubt. Telephone No., Fax No. and Email etc. as required.
	KompassControl No	Char(9)		
24.	Dealer Name	Char(50)	OEM	Address and other details as per above format. Put the details in the Supplier Table and use the dealer's name with unique location identifier.
25.	Certification Type	Char(3)	OEM	Certification applicable to Supplier. As per attached list of codes.
26.	Certification No.	Char (30)	OEM	ISO-9000 etc.
27.	Qty	Real	OEM	Total quantity for which price is applicable
28.	CurrencyCode	Char(3)	OEM	As per attached list of codes
29.	Unit PriceCC	Money	OEM	Price in Currency Code (CC) only unit qty and not for total qty.
30.	TotalPrice	Money	OEM	Price for total quantity.
31.	Price Date	Small Time	Date OEM	
32.	PriceRef	Varchar(60)	OEM	Quotation/Order reference.

Integrity Pact (IP) Format

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

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

Preamble

	<p>The Principal/Buyer intends to award, under laid down organizational procedures, contract/s for _____.</p> <p>The 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).</p> <p>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.</p>
--	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

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 if 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 tender containing the General Conditions of Contract (GCC) 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 outlines 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 or during execution of Contract 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 <u>six</u> months and maximum of <u>five</u> 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 en-cash 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 sector 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. In case of 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.
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Section 8 - Independent External Monitor/Monitors:

(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 entitle 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:

	<p>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.</p> <p>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.</p>
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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 (For MDL). 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

(Office Seal)

Place_____

Date_____

Witness 1:

(Name & Address)

For & on behalf of
Bidder/Contractor

(Office Seal)

Witness 2:

(Name & Address)

GUIDELINES FOR INDIAN AGENTS OF FOREIGN SUPPLIERS

1.0	There shall be compulsory registration of agents for all Global (Open) Tender and Limited Tender. An agent who is not registered with MDL shall apply for registration.
1.1	An agent shall represent only one Foreign Supplier and not represent two suppliers or quote on their behalf in the same tender.
	However, either the Indian Agent on behalf of the Foreign Suppliers (also includes foreign manufacturers) or the Foreign Suppliers (also includes foreign manufacturers) directly could bid in a tender, but not both. In cases where an agent participates in a tender on behalf of one manufacturer, shall not quote on behalf of another manufacturer along with the first Manufacturer in a subsequent/parallel tender for the same item.
1.2	Registered agents will file an authenticated Photostat copy duly attested by a Notary Public/Original certificate of the principal confirming the agency agreement and giving the status being enjoyed by the agent and the commission/remuneration/salary/ retainer ship being paid by the principal to the agent before the placement of order by MDL.
1.3	Wherever the Indian representatives have communicated on behalf of their principals and the foreign parties have stated that they are not paying any commission to the Indian agents, and the Indian representative is working on the basis of salary or as retainer, a written declaration to this effect should be submitted by the party (i.e. Principal) before finalizing the order.

2.0 DISCLOSURE OF PARTICULARS OF AGENTS/ REPRESENTATIVES IN INDIA, IF ANY.

2.1	Tenderers of Foreign nationality shall furnish the following details in their offer:	
	2.1.1	The name and address of the agents/representatives in India, if any and the extent of authorization and authority given to commit the Principals. In case the agent/representative be a foreign Company, it shall be confirmed whether it is real substantial Company and details of the same shall be furnished.
	2.1.2	The amount of commission/remuneration included in the quoted price(s) for such agents/representatives in India.
	2.1.3	Confirmation of the Tenderer that the commission/ remuneration if any, payable to his agents/ representatives in India, may be paid by MDL in Indian Rupees only.
2.2	Tenderers of Indian Nationality shall furnish the following details in their offers:	
	2.2.1	The name and address of the foreign principals indicating their nationality as well as their status, i.e, whether manufacturer or agents of manufacturer holding the Letter of Authority of the Principal specifically authorizing the agent to make an offer in India in response to tender either directly or through the agents/representatives.
	2.2.2	The amount of commission/remuneration included in the price (s) quoted by the Tenderer for himself.
	2.2.3	Confirmation of the foreign principals of the Tenderer that the commission/remuneration, if any, reserved for the Tenderer in the quoted price (s), may be paid by MDL in India in equivalent Indian Rupees on satisfactory completion of the Project or supplies of Stores and Spares in case of operation items .
2.3	In either case, in the event of contract materializing, the terms of payment will provide for payment of the commission /remuneration, if any payable to the agents/representatives in India in Indian Rupees on expiry of 90 days after the discharge of the obligations under the contract.	
2.4	Failure to furnish correct and detailed information as called for in paragraph-2.0 above will render the concerned tender liable to rejection or in the event of a contract materializing, the same liable to termination by MDL. Besides this there would be a penalty of banning business dealings with MDL or damage or payment of a named sum.	

GUIDELINES ON BANNING OF BUSINESS DEALINGS
CONTENTS

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1. Introduction

1.1	Mazagon Dock Shipbuilders Limited (MDL), being a Public Sector Enterprise and 'State', within the meaning of Article 12 of Constitution of India, has to ensure preservation of rights enshrined in Chapter III of the Constitution. MDL as also to safeguard its commercial interests. MDL deals with Agencies, who have a very high degree of integrity, commitments and sincerity towards the work undertaken. It is not in the interest of MDL to deal with Agencies who commit deception, fraud or other misconduct in the execution of contracts awarded / orders issued to them. In order to ensure compliance with the constitutional mandate, it is incumbent on MDL to observe principles of natural justice before banning the business dealings with any Agency.
1.2	Since banning of business dealings involves civil consequences for an Agency concerned, it is incumbent that adequate opportunity of hearing is provided and the explanation, if tendered, is considered before passing any order in this regard keeping in view the facts and circumstances of the case.

2. Scope

2.1	MDL reserves its rights to remove from list of approved suppliers / contractors or to ban business dealings if any Agency has been found to have committed misconduct and also to suspend business dealings pending investigation.
2.2	Similarly, in case of sale of material there is a clause to deal with the Agencies / customers / buyers, who indulge in lifting of material in unauthorized manner.
2.3	However, absence of such a clause does not in any way restrict the right of MDL to take action / decision under these guidelines in appropriate cases.
2.4	The procedure of (i) Removal of Agency from the List of approved suppliers / contractors; (ii) Suspension and (iii) Banning of Business Dealing with Agencies, has been laid down in these guidelines.
2.5	These guidelines apply to all the Divisions/Yards of MDL.
2.6	It is clarified that these guidelines do not deal with the decision of the Management not to entertain any particular Agency due to its poor / inadequate performance or for any other reason.
2.7	The banning shall be with prospective effect, i.e., future business dealings.

3. Definitions

In these Guidelines, unless the context otherwise requires:

i)	'Bidder / Contractor / Supplier / Purchaser / Customer' shall mean and include a public limited company or a private limited company, a firm whether registered or not, an individual, a cooperative society or an association or a group of persons engaged in any commerce, trade, industry, etc. 'Bidder / Contractor / Supplier / Purchaser / Customer' in the context of these guidelines is indicated as 'Agency'.
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ii)	'Inter-connected Agency' shall mean two or more companies having any of the following features:
a)	If one is a subsidiary of the other.
b)	If the Director(s), Partner(s), Manager(s) or Representative(s) are common;
c)	If management is common;
d)	If one owns or controls the other in any manner;
iii)	'Competent Authority' and 'Appellate Authority' shall mean the following:
a)	Functional Director shall be the 'Competent Authority' for the purpose of these guidelines. CMD, MDL shall be the 'Appellate Authority'.
b)	CMD, MDL shall have overall power to take suo-moto action on any information available or received by him and pass such order(s) as he may think appropriate, including modifying the order(s) passed by any authority under these guidelines.
iv)	'Investigating Department' shall mean any Department or Unit investigating into the conduct of the Agency and shall include the Vigilance Department, Central Bureau of Investigation, the State Police or any other department set up by the Central or State Government having powers to investigate.
v)	'List of approved Agencies – Bidder / Contractors / Suppliers / Purchasers / Customers shall mean and include list of approved / registered Agencies - Bidder / Contractors / Suppliers / Purchasers / Customers, etc.

4. Initiation of Banning / Suspension

	Action for banning / suspension business dealings with any Agency should be initiated by the department having business dealings with them after noticing the irregularities or misconduct on their part. Besides the concerned department, Vigilance Department may also be competent to initiate such action.
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5. Suspension of Business Dealings

5.1	If the conduct of any Agency dealing with MDL is under investigation by any department, the Competent Authority may consider whether the allegations under investigation are of a serious nature and whether pending investigation, it would be advisable to continue business dealing with the Agency. If the Competent Authority, after consideration of the matter including the recommendation of the Investigating Department, if any, decides that it would not be in the interest to continue business dealings pending investigation, it may suspend business dealings with the Agency. The order to this effect may indicate a brief of the charges under investigation. If it is decided that inter-connected Agencies would also come within the ambit of the order of suspension, the same should be specifically stated in the order. The order of suspension would operate for a period not more than six months and may be communicated to the Agency as also to the Investigating Department. The Investigating Department may ensure that their investigation is completed and whole process of final order is over within such period.
5.2	The order of suspension shall be communicated to all Commercial Departmental Heads. During the period of suspension, no business dealing may be held with the Agency.
5.3	As far as possible, the existing contract(s) with the Agency may continue unless the Competent Authority, having regard to the circumstances of the case, decides otherwise.
5.4	If the gravity of the misconduct under investigation is very serious and it would not be in the interest of MDL, as a whole, to deal with such an Agency pending investigation, the Competent Authority may order suspension of business dealing with Agency and send his recommendation to Chief Vigilance Officer (CVO), MDL along with the material available, copy of which may be issued to the Agency concerned with intimation to CVO MDL. Such an order would operate for a period of six months from the date of issue.
5.5	If the Agency concerned asks for detailed reasons of suspension, the Agency may be informed that its conduct is under investigation. It is not necessary to enter into correspondence or argument with the Agency at this stage.
5.6	It is not necessary to give any show-cause notice or personal hearing to the Agency before issuing the order of suspension. However, if investigations are not complete in

	six months' time, the Competent Authority may extend the period of suspension by another three months, during which period the investigations must be completed.
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6. Ground on which Banning of Business Dealings can be initiated

6.1	If the security consideration, including questions of loyalty of the Agency to the State, so warrants;
6.2	If the Director / Owner of the Agency, proprietor or partner of the firm, is convicted by a Court of Law for offences involving moral turpitude in relation to its business dealings with the Government or any other public sector enterprises or MDL, during the last five years;
6.3	If there is strong justification for believing that the Directors, Proprietors, Partners, owner of the Agency have been guilty of malpractices such as bribery, corruption, fraud, substitution of tenders, interpolations, etc;
6.4	If the Agency continuously refuses to return / refund the dues of MDL without showing adequate reason and this is not due to any reasonable dispute which would attract proceedings in arbitration or Court of Law;
6.5	If the Agency employs a public servant dismissed / removed or employs a person convicted for an offence involving corruption or abetment of such offence;
6.6	If business dealings with the Agency have been banned/blacklisted by Government Agencies/ Statutory bodies, DGQA, Defence Shipyards, DPSUs or with whom commercial transactions have been suspended for sufficient and justifiable reasons.
	If the Agency having same promoters/Directors /Partners as the barred/blacklisted Company as at 6.6 above for the duration for which the barring/ blacklisting of sister concern persists.
6.7	If the Agency has resorted to Corrupt, fraudulent practices including misrepresentation of facts; If the agency who had fraudulently dealt with the Company for pecuniary gains or had connived with dealing officers for mutual benefit.
6.8	If the Agency uses intimidation / threatening or brings undue outside pressure on the MDL or its official in acceptance / performances of the job under the contract;
6.9	If the Agency indulges in repeated and / or deliberate use of delay tactics in complying with contractual stipulations;
6.10	Wilful indulgence by the Agency in supplying sub-standard material irrespective of whether pre-dispatch inspection was carried out by MDL or not;
6.11	Based on the findings of the investigation report of CBI / Police against the Agency for malafide / unlawful acts or improper conduct on his part in matters relating to the MDL or even otherwise;
6.12	Established litigant nature of the Agency to derive undue benefit;
6.13	Continued poor performance of the Agency in several contracts;
6.14	If the Agency misuses the premises or facilities of the MDL, forcefully occupies, tampers or damages the Company's properties including land, water resources, forests / trees, etc. If the Agency who knowingly collude to defeat competition with the aim of deriving undeserved profit or gain from doing business with MDL. (Note: The examples given above are only illustrative and not exhaustive. The Competent Authority may decide to ban business dealing for any good and sufficient reason).

7. Banning of Business Dealings

7.1	Decision to ban business dealings with any Agency would apply throughout the Company.
7.2	There will be a Standing Committee to be appointed by the CMD which may include HOD of respective Commercial Section/Capital Works/OTS, HOD (M), rep of Legal Dept. and OIC (SR&R) for processing the cases of "Banning of Business Dealings". The functions of the committee shall, inter-alia include:
	i) To study the report of the Investigating Agency and decide if a prima-facie case for banning exists, if not, send back the case to the Competent Authority.
	ii) To recommend for issue of show-cause notice to the Agency by the concerned department.
	iii) To examine the reply to show-cause notice and call the Agency for personal hearing, if

		required.
	iv)	To submit final recommendation to the Competent Authority for banning or otherwise.
7.3		If the Competent Authority is prima-facie of view that action for banning business dealings with the Agency is called for, a show-cause notice may be issued to the Agency as per paragraph 9.1 and an enquiry held accordingly.
8		Removal from List of Approved Agencies - Suppliers / Contractors, etc.
8.1		If the Competent Authority decides that the charge against the Agency is of a minor nature, it may issue a show-cause notice as to why the name of the Agency should not be removed from the list of approved Agencies - Suppliers / Contractors, etc.
8.2		The effect of such an order would be that the Agency would not be disqualified from competing in Open Tender Enquiries but LTE may not be given to the Agency concerned.
8.3		Past performance of the Agency may be taken into account while processing for approval of the Competent Authority for awarding the contract.
9.		Show-cause Notice
9.1		In case where the Competent Authority decides that action against an Agency is called for, a show-cause notice has to be issued to the Agency. Statement containing the imputation of misconduct or misbehavior may be appended to the show-cause notice and the Agency should be asked to submit within 15 days a written statement in its defence.
9.2		If the Agency requests for inspection of any relevant document in possession of MDL, necessary facility for inspection of documents may be provided.
9.3		The Competent Authority may consider and pass an appropriate speaking order:
	a)	For exonerating the Agency if the charges are not established;
	b)	For removing the Agency from the list of approved Suppliers / Contractors, etc.
	c)	For banning the business dealing with the Agency.
9.4		If it decides to ban business dealings, the period for which the ban would be operative may be mentioned. The order may also mention that the ban would extend to the interconnected Agencies of the Agency.
10.		Appeal against the Decision of the Competent Authority
10.1		The Agency may file an appeal against the order of the Competent Authority banning business dealing, etc. The appeal shall lie to Appellate Authority. Such an appeal shall be preferred within one month from the date of receipt of the order banning business dealing, etc.
10.2		Appellate Authority would consider the appeal and pass appropriate order which shall be communicated to the Agency as well as the Competent Authority.
11.		Review of the Decision by the Competent Authority
		Any petition / application filed by the Agency concerning the review of the banning order passed originally by Competent Authority under the existing guidelines either before or after filing of appeal before the Appellate Authority or after disposal of appeal by the Appellate Authority, the review petition can be decided by the Appellate Authority upon disclosure of new facts / circumstances or subsequent development necessitating such review. The Competent Authority may refer the same petition to the separate Standing Committee which may be constituted by Appellate Authority for examination and recommendation.
12.		Circulation of the names of Agencies with whom Business Dealings have been banned
12.1		Depending upon the gravity of misconduct established, the Competent Authority may direct HOD (Materials)/OIC (SR&R) to circulate the names of Agency with whom business dealings have been banned, to the Government Departments, other Public Sector Enterprises, etc. for such action as they deem appropriate.
12.2		If Government Departments or a Public Sector Enterprise request for more information about the Agency with whom business dealings have been banned, a copy of the report of Inquiring Authority together with a copy of the order of the Competent Authority / Appellate Authority may be supplied.
12.3		If business dealings with any Agency have been banned by the Central or State Government or any other Public Sector Enterprise, MDL may, without any further enquiry or investigation, issue an order banning business dealing with the Agency and its inter-connected Agencies.