INVITATION OF EXPRESSION OF INTEREST FROM INDIAN OEM (ORIGINAL EQUIPMENT MANUFACTURERS) ONLY [NO TRADERS PLEASE] FOR INDIGENOUS DEVELOPMENT OF ITEMS

Mazagon Dock Shipbuilders Limited, Mumbai, Maharashtra invites Expression of interest from Indian manufacturers for long term participation in its Submarine Production programme and its life cycle management, by developing the following item.

ITEM : **HIGH PRESSURE(HP) BRAIDED RUBBER HOSES & LOW PRESSURE (LP) BRAIDED RUBBER HOSES WITH END FITTINGS**

Ref No : **MDL/INDG/SUBMARINE/2020 /1 dtd. 05.03.2020 Closing Date 09.04.2020 at 15:00hrs**

1. MDL invites only techno commercial Bid (without price) in Triplicate from reputed Indian manufacturers of braided rubber hoses in SINGLE BID SYSTEM for the above items/products. Price bids will be invited separately from shortlisted technically qualified bidders, after evaluation of the technical & financial capabilities.

2. The brief scope of development is attached herewith as Enclosure-1.

3. **INSTRUCTIONS TO THE BIDDERS:**
   Bidders must submit the following documents along with their offer:
   (i) Bidders Company profile and valid shop & Establishment registration certificate.
   (ii) List of equipment held by them with model/ year/ working status along with details of their manufacturing facilities and personnel with designation, qualification and experience to determine their capabilities.
   (iii) Audited / certified Balance sheet, Profit / Loss account for past 3 years and valid solvency certificate/ Banker’s opinion issued by Nationalized / Reputed international / scheduled bank.
   (iv) ISO certification: Bidders should demonstrate following through their documents,
   (a) Capability to control [as per STF(Technical specification) and norms] and get relevant and reliable results .
   (b) Capability to master the production (to warranty traceability to control and register of the production process parameters, to raise deviation, to deliver upon full compliance, to set apart upon non-conformity).
   (c) Production process complies within the requirement of the STF ie Technical Specification.
   (v) The bidders experience and past performance on manufacturing braided rubber hoses for last 2 years (order copies & work completion certificates to be appended.)
   (vi) Extent & source of import content for the subject requirement.
   (vii) Draft quality Assurance plan (QAP) indicating all referred documents for inspection criteria inclusive of any stage inspection. The QAP should contain all the activities necessary to develop and produce the item including the raw material and the quality checks to be conducted and their acceptance criteria/ values. The QAP will be approved by MDL and concurred by Indian Navy(IN)
   (viii) Firm must indicate the tentative lead time for manufacture and delivery of the item to MDL stores, from the date of placement of order.
   (ix) Any other documents considered relevant for the subject item.

4. Shortlisted firms will be jointly inspected by MDL/IN and other stakeholder’s rep. for ascertaining capacity and capability to undertake indigenous development of the item. The development of the item by selected firms will be undertaken following approved commercial procedures of MDL. This invitation of EOI is not an assurance for order.
5. MDL reserves the right to consider placement of order/ contract in part or in full against the quantity mentioned in scope of supply/development or reject any or all bids without assigning any reason. MDL also reserves the right to cancel this expression of interest without assigning any reason.

6. **Inspection**: The item that are to be indigenously developed are to be inspected at factory by reputed Classification Society as per approved QAP by MDL and concurred by SOT(IN). Factory acceptance tests will be jointly witnessed by MDL/ SOT(IN). Any tests that are to be carried out in laboratory should be done from NABL accredited laboratory duly witnessed by IN & MDL.

7. **Detailed specifications of each of the item can be collected from the undersigned after signing a Non-disclosure agreement (Enclosure 2) on 100 Rs non judicial stamp paper.**

8. In case of any queries/clarifications please contact
   CM (Indigenisation) on Tel Dir : 00 91 22 2378 2336
   Board line 00 91 22 2376 2708
   e- mail - aroy@mazdock.com

9. Interested parties should submit all the documents indicating name & designation of the undersigned on the cover at the following designated place;

   **Office of the General Manager (Indigenisation)**
   3rd Floor Services Block (North yard)
   Indigenisation Department
   Mazagon Dock Shipbuilders Ltd,
   Dock Yard Road,
   Mumbai- 400 010

We look forward to receive your offer against this expression of interest.

Your faithfully,

For **MAZAGON DOCK SHIPBUILDERS LTD.**

A. ROY
CM (Indigenisation)
**Enclosure-1.**

MDL has a requirement to indigenously develop HIGH PRESSURE (HP) BRAIED RUBBER HOSES & LOW PRESSURE (LP) BRAIED RUBBER HOSES WITH END FITTINGS of different Nominal Diameters presently being imported as per NF EN 853/854/856/857 depending upon re-enforcement.

MDL invites Expression of interest (EOI) from reputed OEM having manufacturing facilities to develop and test HIGH PRESSURE (HP) BRAIED RUBBER HOSES & LOW PRESSURE (LP) BRAIED RUBBER HOSES WITH END FITTINGS.

The list of hoses along with their Nominal diameter, Pressure ratings & length are given below:

<table>
<thead>
<tr>
<th>SR. NO.</th>
<th>HOSE/SERVICE</th>
<th>NOMINAL DIA (ND)</th>
<th>PRESSURE RATING/ Hydraulic Test Pressure (bar)</th>
<th>LENGTH (m)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Air HP hose</td>
<td>06</td>
<td>100</td>
<td>0.750</td>
</tr>
<tr>
<td>2</td>
<td>Air HP hose</td>
<td>10</td>
<td>500</td>
<td>0.500</td>
</tr>
<tr>
<td>3</td>
<td>Air HP hose</td>
<td>10</td>
<td>500</td>
<td>0.750</td>
</tr>
<tr>
<td>4</td>
<td>Air HP hose</td>
<td>10</td>
<td>500</td>
<td>2.870</td>
</tr>
<tr>
<td>5</td>
<td>Air HP hose</td>
<td>15</td>
<td>500</td>
<td>0.500</td>
</tr>
<tr>
<td>6</td>
<td>Air HP hose</td>
<td>15</td>
<td>500</td>
<td>0.750</td>
</tr>
<tr>
<td>7</td>
<td>Air HP hose M45X2</td>
<td>25</td>
<td>500</td>
<td>0.750</td>
</tr>
<tr>
<td>8</td>
<td>Air HP hose M24X2</td>
<td>6</td>
<td>500</td>
<td>1.000</td>
</tr>
<tr>
<td>9</td>
<td>Air HP hose RUCH unions</td>
<td>15</td>
<td>500</td>
<td>0.750</td>
</tr>
<tr>
<td>10</td>
<td>Air HP hose RUCH unions</td>
<td>15</td>
<td>500</td>
<td>0.500</td>
</tr>
<tr>
<td>11</td>
<td>Fresh water hose</td>
<td>15</td>
<td>26</td>
<td>0.500</td>
</tr>
<tr>
<td>12</td>
<td>Fresh water hose</td>
<td>20</td>
<td>26</td>
<td>0.500</td>
</tr>
<tr>
<td>13</td>
<td>Fresh water hose</td>
<td>32</td>
<td>26</td>
<td>0.500</td>
</tr>
<tr>
<td>14</td>
<td>Fresh water hose OD33.40</td>
<td>32</td>
<td>26</td>
<td>0.550</td>
</tr>
<tr>
<td>15</td>
<td>Fresh water hose , , firt</td>
<td>10</td>
<td>16</td>
<td>1.000</td>
</tr>
<tr>
<td>16</td>
<td>Fresh water hose OD25 RBS</td>
<td>20</td>
<td>26</td>
<td>0.450</td>
</tr>
<tr>
<td>17</td>
<td>Water hose</td>
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<tr>
<td>18</td>
<td>Water hose</td>
<td>35</td>
<td>16</td>
<td>1.500</td>
</tr>
<tr>
<td>19</td>
<td>Demineralised water hose</td>
<td>50</td>
<td>26</td>
<td>0.750</td>
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<tr>
<td>20</td>
<td>Grease hose</td>
<td>04</td>
<td>100</td>
<td>1.000</td>
</tr>
<tr>
<td>21</td>
<td>Grease hose</td>
<td>04</td>
<td>100</td>
<td>0.750</td>
</tr>
<tr>
<td>22</td>
<td>MC30 oil hose</td>
<td>40</td>
<td>26</td>
<td>0.600</td>
</tr>
<tr>
<td>23</td>
<td>Sea water, fuel &amp; battery electrolyte hose</td>
<td>32</td>
<td>16</td>
<td>1.000</td>
</tr>
<tr>
<td>24</td>
<td>FHARI hose</td>
<td>15</td>
<td>200</td>
<td>1.000</td>
</tr>
<tr>
<td>25</td>
<td>FHARI hose</td>
<td>06</td>
<td>410</td>
<td>2.870</td>
</tr>
<tr>
<td>26</td>
<td>Any fluids hose</td>
<td>40</td>
<td>16</td>
<td>2.000</td>
</tr>
<tr>
<td>27</td>
<td>Any fluids hose</td>
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<td>2.000</td>
</tr>
<tr>
<td>28</td>
<td>Any fluids hose</td>
<td>06</td>
<td>26</td>
<td>0.750</td>
</tr>
<tr>
<td>29</td>
<td>MC 30 oil hose , RUCH un</td>
<td>40</td>
<td>26</td>
<td>0.750</td>
</tr>
</tbody>
</table>
NON DISCLOSURE AGREEMENT
(on Rs. 100/ non-judicial stamp)

THIS NON DISCLOSURE Agreement made at Mumbai, India on this _______ day of ______20__________ between Mazagon Dock Shipbuilders Limited a company registered under the Companies Act, 1956 and having its registered office at Dockyard Road, Mumbai-400 010 (hereinafter referred to as “MDL”) and ____________________________ a company registered under the Companies Act, 1956 and having its registered office at _________________________ (hereinafter referred to as “______”). MDL and ______ shall hereinafter be collectively referred to as “the Parties” and individually as “a Party”.

WHEREAS
A*. MDL has floated a tender and is required to provide certain information to (name of the bidder) to prepare his bid and/or
AA **. The Parties are considering to enter into a _______________________for which each Party shall provide information (“Disclosing Party”) to the other Party (“Receiving Party”) which at present is confidential and not in the public domain.

B. The Parties intend that the aforesaid information be kept confidential as between the Parties. The Parties undertake and declare that they shall not divulge, publish or reproduce the same before any party or person except in accordance with the terms of this Agreement.

NOW THEREFORE the Parties agree as follows:

1. As used in this Agreement (hereinafter referred to as the “Agreement”) the term “Confidential Information” shall mean any technical, confidential, proprietary or trade secret information or data disclosed by the Disclosing Party in connection with the _____________________________ to the Receiving Party including without limitation any written or printed documents, specifications for the vessel, plans, general arrangement plans, production schedules, drawings, samples, models, information regarding business operations, financial information, marketing strategies, either in writing or orally or any means of disclosing such Confidential Information that the Disclosing Party may elect to use prior to the execution or during the validity of this Agreement. The Receiving Party agrees that all Confidential Information shall be treated as absolute confidential and the Receiving Party shall not disclose to any person such information otherwise than in terms of this Agreement. The Receiving Party will impose a similar duty of confidentiality on any person to whom the Receiving Party is permitted to transfer such information in accordance with the terms hereof. For the purposes of this Agreement, the term “Receiving Party” shall mean and include its officers, employees, directors, agents, contractors, representatives, affiliated companies, successors and assigns.

2. Nothing in this Agreement may be construed as compelling the Disclosing Party to disclose any Confidential Information to the Receiving Party or to enter into any contractual relationships with the Receiving Party.

3. Any information or data in whatever form disclosed by the Disclosing Party to the Receiving Party and which (i) is clearly identified as Confidential Information by an appropriate and conspicuous marking or (ii) has been identified as Confidential Information at the time of disclosure shall be subject to the relevant terms and conditions of this Agreement. The Disclosing Party’s decision whether any information disclosed by it under this Agreement is confidential or not shall be final and binding on the Receiving Party.

4. The Receiving Party hereby covenants that the Confidential Information received from the Disclosing Party shall:
(a) Be safely kept by the Receiving Party; the Receiving Party shall protect the Confidential Information with the same degree of care as the Receiving Party uses with its own confidential information in order to prevent its disclosure, copy and / or its use (but in no event less than reasonable care) for purposes other than the Proposal.
(b) Be only disclosed to, and used by, those employees or directors who have a need to know.
(c) Not be disclosed to a third party except those with a need to know provided they receive such information subject to the same restrictions as are contained in this Agreement.
(d) Be used by the Receiving Party directly or indirectly, solely for the purpose of considering, evaluating and effecting the tender/bid/contract.

5. The Receiving Party shall promptly upon requests by the Disclosing Party at any time return all copies of the Confidential Information communicated to it hereunder together with all copies and extracts made thereof and shall not retain any copies of the same, in any form whatsoever.
6. The Receiving Party shall have no obligations or restrictions with respect to:
   (a) Information publicly known through no wrongful act of the Receiving Party.
   (b) Information rightfully disclosed by a third party without breach of this Agreement by the Receiving Party and which can be communicated without restriction.
   (c) Information which was already known or which was independently developed by the Receiving Party (provided that the Receiving Party can demonstrate the same).
   (d) Information, the disclosure of which the Disclosing Party authorizes in writing.

7. Nothing in this Agreement shall be construed as granting to the Receiving Party any patent, copyright or design license, or rights of use under similar intellectual property rights in respect of the Confidential Information.

8. The Receiving Party shall not without prior written consent of the Disclosing Party:
   (a) Disclose to any person, directly or indirectly:
       i) The fact that the Confidential Information has been made available to the Receiving Party by the Disclosing Party or that the Receiving Party has inspected any portion of the Confidential Information; or
       ii) The fact that any discussion or negotiation is taking place concerning the Proposal; or
       iii) Any of the terms, conditions or other facts with respect to the Proposal, including the status thereof; or
   (b) Make any private or public announcement or statement concerning or relating to the Proposal.

9. The Disclosing Party represents and warrants that save as otherwise notified in writing to the Receiving Party:
   a) Disclosure of information by it to the Receiving Party does not infringe the rights of any third party nor is it under any restriction with regard to the disclosure of any information, and that where applicable, it has obtained all licenses and consents necessary to enable the lawful disclosure of information by it to the Recipient; and
   b) It is not aware of any restriction on the use of such information by the Receiving Party, save as provided in this Agreement.
   c) To the effect that the foregoing representations and warranties shall be deemed to be given at the date of this Agreement and after that date upon and in respect of each disclosure. The Disclosing Party makes no warranty or representation whatsoever as to the accuracy, completeness, suitability or adequacy of any information or as to the results obtained from it and assumes no responsibility in respect of the use of the information by the Receiving Party.

10. The Receiving Party shall indemnify and hold harmless the Disclosing Party from and against any action, claim or proceeding and any loss, damage, costs, expenses or liabilities arising out of any such action, claim or proceeding, brought by any third party pursuant to any unauthorized disclosure or use of any information by the Receiving Party, or by any person for whom the Receiving Party is responsible under this Agreement, or pursuant to any breach of any undertaking, warranty or representation contained in this Agreement.

11. For the purposes of this Agreement 'Classified Information' shall mean information, documents and material of any kind which the respective Government i.e. Indian Government has given or caused to be given a security classification irrespective of whether the same is transmitted orally, electronically, in writing or by hand. Notwithstanding any other provision of this Agreement:
   a) Each Party hereto undertakes to follow security procedures prescribed for military purposes with respect to disclosure, receipt, production, use and handling of Classified Information.
   b) Any Classified Information, disclosed by one Party hereto shall be, whatever the method of disclosure be, identified by the Disclosing Party as Classified Information at the time of disclosure.
   c) The provisions of this Clause are to remain in full force and effect notwithstanding any termination by expiration or otherwise of this Agreement.

12. In the event the Receiving Party is required to disclose Confidential Information under any provision of law or upon an action, subpoena or order of a court of competent jurisdiction or of any requirement of legal process regulation or governmental order, decree, regulation or rule, the Receiving Party will immediately notify the Disclosing Party of its having received a request to so disclose (along with the terms and circumstances thereof), unless otherwise prohibited by law and consult with the Disclosing Party on action or steps to be taken in response to such request.

13. This Agreement represents the entirety of the agreement of the Parties relating to the disclosure of the Confidential Information and shall not be waived, amended or assigned by the Receiving Party except by prior written consent of the Disclosing Party. No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.
14. This Agreement shall be valid for a period of _________(______) years from the date of its execution between the parties. Notwithstanding the aforesaid, the obligations of Parties in connection with confidentiality under this Agreement shall survive in perpetuity.

15. The foregoing constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes and cancels any prior representation, understanding and commitment (whether oral and written) made between the Parties with respect to or in connection with any of the matter of things to which this Agreement applies.

16. This Agreement shall be governed by and shall be interpreted in accordance with the laws of India.

17. Any dispute arising in connection with or out of the validity, performance or the interpretation of this Agreement shall be finally settled by the competent jurisdiction in Mumbai.

18. The Receiving Party acknowledges that any breach of the terms and conditions of this Agreement may cause the Disclosing Party irreparable damage for which recovery of money damages would be inadequate. Therefore, the Receiving Party agrees that the Disclosing Party shall be entitled, in addition to any other remedies available to it, to seek injunctive relief and/or other equitable relief to prevent or restrain any breach by the Receiving Party or its employees/officials, or otherwise to protect its rights, under this Agreement.

19. Unless otherwise provided herein, all notices or other communications under or in connection with this Agreement shall be given in writing and may be sent by personal delivery or post or courier or facsimile at the address as specified herein below:

To MDL------------------------- To-----------------------------
Address: ---------------------- Address: --------------------------
Phone No.: -------------- Phone No.: --------------------------
Fax No.:------------------ Fax No. :---------------------------
E-mail:--------------------- E-mail:----------------------

Any such notice or other communication will be deemed to be effective if sent by personal delivery, when delivered, if sent by post, 4 (four) days after being deposited in the post and if sent by courier, one day after being deposited with the courier, and if sent by facsimile, when sent (on receipt of a confirmation to the correct facsimile number). IN WITNESS WHEREOF, this Agreement is executed by authorized representatives of both the Parties in two (2) originals.

Signed by the within named
MDL ------------------------
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In the presence of -----------

Signed by the within named
-----------------------------
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In the presence of -----------

A: Pre-submission of Bid
AA: Post Entering of Contract