MAZAGON DOCK SHIPBUILDERS LIMITED

DOCKYARD ROAD, MUMBAI - 400010

EXPRESSION OF INTEREST FOR EMPANELEMENT OF CONTRACTORS FOR DETAILED DESIGN ACTIVITIES

EOI REF No.: MDL/EOI/CMV/24

EOI DATE: 30.09.2026

(The bidders are required to submit their offer in the prescribed format as per **Annexure-2** and submit to ***EOIBID@MAZDOCK.COM*** All the supporting documents including EOI acceptance format /soft copies shall have to be submitted as part of the bid. ***The size of bid in single email should not exceed 20 MB***. ***In case of larger volume of documents, bid can be submitted in multiple emails***. Offer in any other form will not be considered)

EXPRESSION OF INTEREST FOR EMPANELEMENT OF CONTRACTORS FOR SERVICES FOR DETAILED DESIGN ACTIVITIES

1. Preamble:

1.1 Mazagon Dock Shipbuilders Limited (MDL) is a Defence Public Sector Undertakings (MDL) under the administrative control of the Department of Defence Production (DDP), Ministry of Defence (MoD), Government of India, engaged in the construction of warships, submarines and other commercial vessels including ship repair activities.

1.2 MDL has commenced construction of multiple vessels simultaneously at Mumbai and Nhava Yard from the first quarter of 2024. The construction activities involve numerous sub-activities which needs to be completed in the specified time frame. In order to achieve the targeted schedule, MDL invites "Expression of Interest" (EOI) from interested reputed firms to join MDL hands as the business partners to share the workload.

1.3 The purpose of empanelment of the vendors is to create a pool of suitable and competent contractors with valid credential for carrying out the work and to minimize the requirement of verification of their credentials at the time of individual tenders without any delay. Only those contractors will be allowed to continue in the list that remain active in MDL and perform satisfactorily. This empanelment will be made for a period of 3 years. The performance of the empanelled contractor will be reviewed periodically. In case the performance is found to be unsatisfactory, the empanelment will be terminated without assigning any reasons whatsoever.

2. The contractors will be empanelled for service for Detailed Design Activities under different categories specified under Para 3.1. Scope of the work and standard conditions for undertaking the work are specified at **Annexure-1.** The contractors who desire to apply for empanelment, should clearly mention the category they have applied for in the prescribed **Application format** as per **Annexure-2.**

2.1 **Description of work:** Detailed Design Activities

3. **Pre-Qualification Criteria:** The empanelment shall be based on the following pre-qualification criteria and subject to meeting other terms and conditions. The Contractors/Vendors applying against this EOI shall clearly indicate the category for which empanelment is sought and attach the relevant supporting documents. In addition to above the terms and conditions mentioned at para 12.c and 13 will also be applicable for final acceptance of the offer for empanelment.

3.1 **Technical Pre-Qualification Criteria:**

(i) The empaneled contractors will be categorized as tabulated below for allotment of different quantum of work (specified against respective category) based on their previous experience and financial capacity as per empanelment.

Category	Annual value of work entitlement excluding taxes
A2	Rs. 5 Lakhs
A	Rs. 15 Lakhs
B	Rs. 60 Lakhs
C	Rs. 150 Lakhs

The vendor is required to submit application in the prescribed format as per **Annexure-2** indicating the service description and category for which empanelment is requested.

To qualify for empanelment for a particular category as mentioned above, the vendor should meet financial and previous experience criteria mentioned in subsequent Paras.

(ii) **Previous Experience:** The subcontractor shall have work experience in executing 3D CAD modelling using AVEVA Marine/3D Experience by Dassault/CADMATIC/NX by Siemens or equivalent 3 D software in shipbuilding during last 7 years ending as on previous day of the date of application.

The value of previous experience of successfully completed works as above, by the bidder during last 7 years ending on previous day of the date of application should be either of the following for empanelment under respective category:

(a) Three similar completed works each costing not less than 40% of value of applied category

OR

(b) Two similar completed works each costing not less than 50% of value of applied category

OR

(c) One similar completed work costing not less than 80% of value of applied category

OR

(d) Cumulative similar works/jobs completed within a span of 12 months totalling to 50% of value of applied category.

(iii) The bidders are required to submit detailed information about previous experience in the prescribed format as per **Annexure-3** indicating details of previous purchase orders, nature of work carried out, PO value, start and completion of work period against which they are meeting the qualifying criteria of the applied category of work. Bidder shall clearly indicate the clause number viz. (3.1 (iii) - (a) OR (b) OR (c) OR (d)) under which their bid is claimed to be qualified.

(iv) Order copies and Work Completion Certificates should be submitted along with the offer. Work Completion Certificates should indicate the purchase/work order numbers, issued by the party for whom the work is done. MDL has the right to verify/ cross verification of authenticity of the said documents whenever felt necessary.

(v) The work executed by the contractors for their in-house or capital use will not be considered for the purpose of bidders' experience in completion of similar works.

(vi) **Only those PO copies / WDCs which are mentioned in the Annexure-3 of the EOI will be considered for evaluation and Qualification of the vendor. Any other PO copy, not mentioned in the Annexure -3 will not be scrutinised and will not be considered for evaluation.**

3.2 **Commercial Qualification Criteria:**

The Commercial Pre-Qualification Criteria includes supplier's company profile and the financial status. Suppliers shall invariably submit their company profile as per **Annexure-4** duly filled in and attach the supporting documents to verify their credentials and status.

Financial Capability: Annual Average Turnover during last three Financial (e.g., If application is submitted in the year 2026 then Annual Average Turnover of FY (2023-24), FY (2024-25) and FY (2025-26), will be considered) should be at least 30% of the annual value of work in respective category mentioned above.

Note**:** In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for these criteria.

4. Bid Rejection Criteria:

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

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

(ii) Only Class-I local suppliers are eligible to qualify for empanelment. Bids received from suppliers other than Class-I will be rejected categorically. The definition of Class-I Local Supplier, Class-II Local Supplier and Non-Local Suppliers is defined at para 6.17.

4.2 In case offers received with deviations to the terms and conditions of EOI other than indicated at 4.1 above, and offers received without supporting documents, MDL may provide an opportunity and additional time to the bidders for submission of deficient techno-commercial documents and clarification. Bidders are required to submit such documents / clarifications within the duration / time stipulated by MDL, failing which their bids will be liable for rejection. Such additional time and opportunity will be provided on need basis and as per the prevailing situation and urgency.

5. Allotment of work to the empanelled contractors:

5.1 The empanelled contractors are meant to execute the respective category of work(s) in which empanelment is allotted. The outsourcing and awarding of work order will be at the discretion of MDL subject to availability of projects and infrastructural facilities in the yard and scope of outsourcing from time to time. Conferment of empanelment will never guarantee conferment of work order.

5.1 MDL reserves the rights to accept, consider or reject any or all applications without assigning any reasons thereof. The decision of MDL in respect of registration / empanelment of suppliers for various categories of work / items will be intimated by post /email and shall be final & binding on all concerned registered firms / vendors in the panel of MDL.

6. Terms & Conditions applicable to Empanelled Contractors:

6.1 This empanelment will be made for a period of 3 years. The performance of the empanelled contractor will be reviewed periodically. In case the performance is found to be unsatisfactory, the empanelment will be terminated without assigning any reasons whatsoever.

6.2 MDL reserves the right to extend/nullify the empanelment, if found required.

6.3 In case of empanelled supplier found in breach of any terms & condition(s) of MDL or work order, at any stage during the course of work or warranty period, the legal action as per rules/laws, shall be initiated against the vendor and EMD/Security Deposits shall be forfeited, besides debarring and blacklisting the vendor concerned for at least ONE year for further dealings with MDL.

6.4 The supplier should not assign or sublet the empanelment or any part or it to any other vendor in any form. Failure to do so shall result in termination of empanelment.

6.5 All registered / empanelled firms are expected to maintain absolute integrity, follow ethical business standards and do nothing as unbecoming of a registered supplier.

6.6 MDL has all the rights reserved to add / delete / alter any of the items and to amend/ add any of the terms and conditions included in the registration granted to firms with effect from any date, without assigning any reason(s) for the same.

6.7 The vendors who fails to complete the work within mutually agreed schedule would be barred from allotment of additional work and the uncompleted work will be completed by MDL through

elsewhere at risk & cost of the vendor. Non-performing vendors will be removed from list of empanelled contractors periodically.

6.8 **Performance Security (PS)**:

(i) On placement of PO to the empanelled contractor, the Performance Security for an amount equal to 5% of the order value (excluding taxes, duties) payable in Indian Rupees shall be submitted within 25 days of the award of contract and the same 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.

(ii) Performance security may be furnished in the form of NEFT / Demand Draft / Pay order / Bank Guarantee / Insurance Security Bond / e-Bank Guarantee in favour of Mazagon Dock Shipbuilders Limited, Mumbai from the list of Banks approved by SBI / Canara Bank published on MDL website.

(iii) In cases where the supplier / contractor does not submit the PS but commences supply / services, interest will be recovered for the delayed period of submission of PS at the rate of SBI BPLR plus 2%.

(iv) 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 but not later than 60(sixty) days of completion of all such obligations including the warranty under the contract.

(v) No exemption can be granted to any unit including MSME, SSI units and MDL Registered Supplier.

(vi) In case of failure to submit performance security deposit by the supplier within 25 days of transmission / notification of order by any mode, the EMD will be forfeited (if available) and MDL reserves the right to cancel the order and invoke the risk purchase clause.

(vii) The Bidders must submit the irrevocable Electronic Bank guarantee (e-BG) or Structural Financial Messaging System Bank Guarantee (SFMS BG).

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

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

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

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

(iii) The Original SFMS BG in physical form towards Bid security/Performance Warranty security (along with SFMS delivery report / message copy which has been transmitted by issuing bank through SFMS system to beneficiary's i.e MDL's Bank) should reach to the designated MDL office on or before due date.

(iv) SFMS BG will not be acceptable unless details of the same is transmitted to the MDL's Bank through SFMS platform. Its bidder's responsibility to ensure that BG issuing bank send the BG advice correctly in the form of message format 760 COV vis SFMS (Structured Financial

Messaging System) as provided by RBI while capturing all requisite fields including Beneficiary Account Name, Bank Name. Bank Account Number, IFSC Code etc.

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

(vi)For any amendment of SFMS BG, message 767COV through SFMS should be used.

6.9 **Taxes & Duties:**

(i) Supplier / contractor will not be entitled to any increase in rate of taxes occurring during the period of extended delivery completion schedule if there is delay in supplies / completion attributed to him. However, if there is a decrease in taxes, the same must be passed on to MDL.

(ii) Goods and Services Tax (GST):

(a) GST shall be payable extra as agreed as per GST Laws.

(b) In case of purchases of goods/services from unregistered dealers under GST Laws, GST will be paid by MDL under reverse charge mechanism.

(c) Benefits from reduction in rate of tax/ITC is required to be passed on to consumer. Where "applicable GST" has been quoted as extra, Goods and service providers (except un-registered dealers under GST Law) have to submit declaration that they have complied with 'Anti-profiteering clause' under GST Law. Such declaration be given in technical bid.

(d) If the vendor is registered under GST, vendor shall mention the HSN code for goods and/or services in their tax invoice, etc. These codes must be in accordance with GST Laws and responsibility of specifying correct HSN codes for goods and/or services is that of the vendor. MDL shall not be responsible for any error in HSN code for goods and/or services specified by supplier / contractor. Supplier /Contractor shall pay penalty and/ or interest imposed on MDL or any loss due to delay in availing ITC by MDL or any loss of ITC to MDL due to errors by vendors at any stage. MDL reserves right to recover any such interest, penalty or loss from any amount due to supplier /contractor or otherwise

(e) In case, MDL is unable to avail ITC, supplier/contractor at their own cost shall rectify the shortcoming in the returns to be filed immediately thereafter. Further, if the ITC is delayed / denied to MDL / reversed subsequently as per GST Laws due to non / delayed receipt of goods and / or services and / or tax invoice or expiry of timelines prescribed in GST Laws for availing ITC, non-payment of taxes or non-filing of returns or any other reason not attributable to MDL, supplier /contractor shall pay any loss of amount along with interest and penalty on MDL under GST Laws for the number of days the ITC was delayed. If the short coming is not rectified by supplier/contractor and MDL ends up in reversal of credits and / or payments, supplier /contractor is fully liable for making good all the loss incurred by MDL. MDL reserves right to recover any interest, penalty or loss from any amount due to supplier /contractor or otherwise.

(f) If the vendor is registered under GST, the GST registration number (15 digit GSTIN) issued by GoI shall be mandatorily provided by the vendor. Vendor having multiple business verticals within state / at multiple states with separate GST registration numbers shall forward GSTIN of only that vertical which is involved in supply of goods and/or services. MDL GSTIN is 27AAACM8029J1ZA and vendor shall mention the same while invoicing and avoid any data entry error on GST portal.

(g) If the vendor is registered under GST; Vendor shall ensure timely submission of invoice as per the provisions / requirement / timeline promulgated by GOI in relation to GST Law with all required supporting documents to enable MDL to avail input tax credit promptly. The vendors invoice inter alia should contain GSTIN of vendor, GSTIN of MDL (i.e. 27AAACM8029J1ZA), GST tax rate separately, HSN code wise goods or services, place of supply, signature of vendor, etc. Original invoice needs to be submitted to Bill Receipt Centre at MDL gate, and a copy of the invoice should be given to the goods receiving section (GRS).

(h) If the vendor is registered under GST, vendor shall file all applicable returns under GST Laws in the stipulated time and any losses of tax credit to MDL arising due to delay in filing will be recovered from their invoice wherever MDL is eligible to avail tax credit. Any default towards payment of tax and / or uploading of monthly returns by supplier/contractor, MDL retains right to withhold payments towards tax portion until the same is corrected and complied by the supplier/contractor with the requirement of GST along with satisfactory evidence.

(i) The GST will be applicable on total basic rate of each item (Inclusive of packing forwarding, freight & insurance).

6.10 **E-invoice:**

(a) The vendors, whose aggregate turnover in any preceding financial year from FY 2017-18 onwards, exceeds INR 5 crore as per GST Act or as applicable from time to time, will have to issue an e-Invoice with a Quick Response (QR) code and Invoice Registration No.(IRN),

(b) It is important to note that MDL will not be entitled for Input Tax Credit (ITC)/GST on a vendor Invoice which is not compliant with the above e-Invoice notification.

(c) Wherever GST is applicable, payment will be released against e-Invoice, or Invoice accompanied with vendor's self-declaration that "we do not fall under the category of registered persons notified under Rule 48(4) of the Central GST Rules, 2017 and we are not required to comply with e-Invoicing provisions under GST Act, as our aggregate turnover in any preceding financial year from 2017-18 onwards has not exceeded INR 5 crore as per GST Act".

6.11 **Payment Terms:**

(i) 100% Payments for completed work will be made within 15 days of issue on receipt of Tax Invoice in duplicate with Work Completion Certificate (WCC) duly certified by Chief Manager or above of user dept. of MDL. The invoice shall be preferably submitted within four weeks of certification of Work Completion Certificate (WCC).

(ii) Set of Original + 1 Copy of signed Tax Invoice to be submitted to Receipts Sections along with Work completion certificate (i. e. Service Entry through MDL SAP system) certified by CM or above rank officer of MDL user department.

(iii) The bills should be preferably submitted within four weeks of certification of Work Done Certificate (WDC) to Receipts Sections adjacent to ARS punching station of South Yard along with Service entry through SAP system from user department.

(iv) Trade Receivable Discounting System (TReDS) for MSEs:

(a) TReDS is a digital platform to help MSMEs to address their financial needs for facilitating the financing of trade receivables from buyers, through multiple financiers. TReDS is governed by the Reserve Bank of India under the Payment and Settlement Systems Act, 2017 and the Factoring Regulations Act, 2011. Under the TReDS initiative, at present, RBI has given licenses to three participants (A.TREDS Ltd, RXIL, M1 Xchange). MDL is registered for TReDS online platform with A. TREDS Ltd, and

M1Xchange to facilitate payments to MSMEs through TReDS. At TReDS, auctioning of invoices at competitive and transparent environment is done by financers based on Buyer's credit profile.

(b) MSE bidders desirous to receive payments through TReDS platform may avail the facility if they are already registered on TReDS platform or by registering on any one of the service provider. Contact details of TReDS platform service providers are to be indicated. MSE bidders upon successful delivery shall submit their invoices along with the mandated enclosures at MDL, central receipt section. MSE vendors, desirous to receive payments through a particular TReDS platform must submit their TReDS details along with the invoice at MDL, central receipt section. Upon receipt and acceptance of the supplied material and receipt of invoices with the mandated enclosures, MDL shall process the invoice for payment on that particular TReDS platform. Any unfinanced invoices / invoices of MSE bidders seeking payment from MDL directly shall be processed as per the standard payment terms agreed in PO / contract.

(v) Kindly note that submission of the above documents with the invoice is essential for effecting (timely) payment to the Subcontractor.

(vi) No advance in any manner will be paid against this contract.

6.12 Free Issue Materials:

(i) The Supplier shall furnish Bank Guarantee equivalent to the value of materials supplied by MDL free of cost for works undertaken outside MDL premises.

(ii) In cases of low value contracts involving high value materials etc., the submission of Indemnity Bond and provision of insurance cover with MDL as the beneficiary may be accepted on case to case basis at MDL's discretion.

(iii) The Free Issue Material can be issued against holding of equivalent amount from the payment due to the firm.

(iv) On completion / execution of the Order / Contract as per approved drawings and plans such as nesting plan, this should be returned within a period of 15 days from the date of receipt of finished product and leftover material in MDL OR any other location specified in the order along with the certified statement of reconciliation of MDL's property showing following details;

(a) Quantity of material issued.

(b) Quantity of materials consumed / vis-a vis percentage of job completed.

(c) Quantity of material returned to respective stores / held in stock by Contractor at his end.

(d) Actual quantity wasted / scrapped as a by-product of process as against stipulated amount.

(e) Supplier / Contractor shall also furnish undertaking regarding protection of intellectual property rights and that issued design drawing will be returned without reproducing and retaining any copies at their end.

6.13 Liquidated damages / Penalty:

Time is the essence of the Contract/PO. Therefore, the job, as Ordered, should be completed on the dates mutually agreed upon in accordance with the delivery schedule. b. LD rate: A sum of 0.5% (half per cent) per week or part thereof, of the delayed work (undelivered portion of services) subject to maximum of 5% of value of delayed work (undelivered portion of services) of the package/ schedule in each case. c. Applicability of LD: Delays in completion of work due to delayed availability of work

front(s)/ Free Issued Material, etc. are not attributable to the contractor. Liability towards LD arises only in case of delays in completion of work attributable to the contractor. In case of delay attributable to the contractor, as indicated in WDC by WDC issuing authority, LD shall be levied on the undelivered portion of service. In such cases, the duration along with numbers of delayed days shall be specified in respective WDCs to invoke LD clause and effect recoveries from the contractor's invoice

6.14 Mobilisation:

Contractor shall complete initial mobilization of his workforce, tools and equipment within one week from the date of instruction from user dept. to the respective locations/yard. In mobilization period contractor should arrange entry passes for his employees & no excuse for delay in commencing work on this account will be entertained.

6.15 Work Schedule:

Schedule of work will be jointly prepared by Ship Manager/OIC (not below the rank of Chief Manager) with contractor for overall contract period after placement of order. The contractor has to undertake the work as per schedule mentioned therein. Work will be released to the Contractor monthly by means of written Schedule jointly prepared within overall contracted period between Contractor & MDL-User. Contractor shall complete the assigned work as per mutually agreed work schedule, released from time to time during the contractual delivery period. This delivery schedule will be strictly adhered for execution & same will be criteria for LD applicability.

6.16 Work Done Certificate (WDC) / Work Completion Certificate (WCC):

(i) The supplier shall prepare Work Done Certificate (WDC) and submit to concerned authority for signatures on Satisfactory completion of respective work with inspection and acceptance reports. Agency responsible to issue WCC shall be Planning/user dept. (Chief manager & above).

(ii) The WDC shall include cumulative statement of jobs carried out till last WDC. The necessary service entry shall be made in SAP system by the WDC certifying authority & will be submitted to the contractor for further invoicing. The WDC shall bear relevant Service Entry Sheet No., PO No. and respective item Sr. No., sub service line item of the PO/Work order.

(iii) The WDC must clearly mention the mutually agreed completion schedule and actual work done schedule for start date & end date. In case of delays, the duration along with numbers of delayed days shall be specified in respective WDCs to invoke LD clause and effect recoveries from sub contractor's invoice.

6.17 Purchase Preference to Make in India Order 2017:

The Government of India has issued revised Public Procurement (Preference to Make in India) order 2017 on 19th July' 2024 as part of its policy to encourage "Make in India" and promote manufacturing and production of goods and services in India with a view to enhancing income and employment. Subject to the provisions of this order and to any specific instructions issued by Nodal Ministry or in pursuance of this order, Purchase Preference shall be given to local suppliers in all the procurements undertaken by MDL as per this order.

(i) Aspects of 'Preference to Make in India': The following terminology / definitions used in the policy is enumerated below and applicable to the tender:

(a) Local content: means the amount of value added in India which shall be the total value of item (goods, services or works or their combination) under procurement (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value in percent. Different definition of Local Content may be specified by the Nodal Ministry for items assigned to them, which will prevail over above.

(ii) Explanatory notes for calculation of local content given above

(a) Imported items sourced locally from resellers/distributors shall be excluded from calculation of local content.

(b) The license fees/royalties paid/technical charges paid out of India shall be excluded from local content calculation.

(c) Procurement/Supply of repackaged/refurbished/rebranded imported products as understood commonly shall be treated as reselling of imported products and shall be excluded from calculation of local content. The definition of repackaged/refurbished/rebranded imported products is as follows;

'Refurbishing' means repair or reconditioning of an imported product does not amount to manufacture because no new goods come into existence.
'Repackaging' means repacking of imported goods from bulk pack to smaller packs would not ordinarily amount to manufacture of a new item.
'Rebranding' means relabelling or renaming or change in symbol or logo/makes or corporate image of a company/organization firm for an imported product would amount to rebranding.

(d) To ensure that imported items sourced locally from resellers/distributors are excluded from calculation of local content, procuring entities to obtain from bidders, the cost of such locally-sourced imported items (Inclusive of taxes) along with break-up on license/royalties paid/ technical expertise cost etc. sourced from outside India. For items sold by bidder as reseller, OEM certificate for country of origin to be submitted.

(e) For contracts involving supply of multiple items, weighted average of all items to be taken while calculating the local content.

Note:

(aa) The local content can be increased by vendors through partnerships, cooperation with local companies, establishing production units in India or Joint Ventures (JV) with Indian suppliers, increasing the participation of local employees in services and training them.

(bb) Any participating bidder shall not be Joint Venture/Consortium; except in case of manufacture under license/technology collaboration agreements with phased indigenization under the PPP Make-in-India Policy 2017.

(f) Class-I Local Supplier: means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content of 50%.

(g) Class-II Local Supplier: means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content of 20% but less than that prescribed for "Class-I local supplier".

(h) Non-Local Supplier: means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than that prescribed for "Class-II local supplier" under this order.

(iii) Declaration/Verification of Local content:

(a) Participating bidders to indicate the percentage of local content (i.e. value added in India) along with the details of location/s where the local value addition is made, in their bids in the prescribed format placed at **Annexure-17**. The indicated local content percentage shall decide categorization of the vendors as "Class-I Local Supplier" / "Class-II Local Supplier" / "Non-local Supplier". All bidders should declare that the item and service offered meets the minimum local content & indicate its percentage in their offer which shall meet the required local content specified in tender. This declaration is necessary even if Custom Duty Exemption and / or ERV (if

applicable) are not being sought. Certification as under is to be submitted mandatorily in the Offer. Self-certification by Chief Financial Officer or Other legally responsible person nominated in writing by the Chief Executive or Senior Member / Person with Management Responsibility of Corporation / Partnership / Individual. However, in cases of procurement for value in excess of Rs. 10 Crores, the bidders shall provide a certificate from statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing charted accountant (in respect of supplier other than companies) giving the percentage of local content.

(b) For cases where it is not possible to provide certification by Cost/Chartered Accountant at the time of execution of project, the supplier shall be permitted to provide the certificate for local content from Cost/Chartered Accountant after completion of the contract, within time limit acceptable to the procuring entity (30 days of completion). In case the contractor/supplier does not meet the stipulated local content requirement and the category of the supplier changes form Class-I to Class-II /Non-local or from Class-II to Non-local, a penalty of 10% of the contract value shall be imposed which shall be withheld from the payment due to the bidder.

(c) Once the declaration /certification is committed at tender submission stage, the same cannot be altered subsequently at technical negotiation stage or after award of contract. Doing so would be treated / considered as false declaration by bidder and necessary action will be initiated as per Para 9 of the said Order for debarment.

(d) Declared Local Content shall be the basis for categorization of the vendors and tender evaluation. However, MDL reserves the right to undertake detailed examination of declared local content and may call vendor to submit relevant documents.

(e) In cases where MDL received the complaint from any vendor or person, along with the fees prescribed below, verification of Declared Local Content shall be carried out by seeking additional info as deemed necessary and the bidders (including unsuccessful bidders) against the tender shall be obliged to furnish the necessary documents. Failing to do so, the vendor may invite penal action as per the provisions of the Order. If MDL possess the capability, then it shall perform the verification. However, if in the opinion of MDL matter needs to be dealt at higher level, then the complaint shall be referred to Nodal Ministry and their fees / expenses / charges applicable as per the Nodal Ministry, if any, shall be borne by the complainant. MDL is authorized to prescribe fees for handling complaints under revised PPP MII 2017 Order. The fees for filing a complaint under the order shall be Rs. 10,000/- per case. The complaint shall be filed to the Chairman, Public Grievance Cell. The fee shall be deposited by complainant in MDL's Account by NEFT.

(f) On scrutiny of offer, if all the bidders participating in the tender happen to have either not submitted the declaration certificate or not declared / specified the local content percentage in the declaration certificate or specified local content lower than the minimum local content requirement as per the tender, the subject tender shall be cancelled & matter shall be taken up with Ministry, by the user department, as per the procedure indicated at above Purchase Preference Para or as amended by MoD / DPIIT / DoE.

(g) Note: The original of the uploaded copy of Local Content Declaration shall be received in MDL within seven MDL working days from the tender closing date. Not receipt of the same is a "liable for bid rejection" criteria.

6.18 PPP MSE Order 2012: The empanelled contractors having MSE status will be given Purchase Preference while entrusting the work as per PPP MSE Order 2012.

6.19 Integrity Pact: **(Applicable only if applied for category C1 or above)**

(i) The Integrity Pact essentially envisages the agreement between prospective vendors/bidders and buyers committing the persons / officials of both the parties not to exercise any corrupt influence on any aspect of the contract. Empanelled contractors for will have to sign an integrity pact with the buyer. Therefore, non-acceptance of Integrity Pact by the vendors/bidders shall be the criteria for rejection for empanelment of ***Category-C1 or above*** type of work. The format of Integrity Pact is placed at **Annexure-13** and the same is to be strictly adhered to.

(ii) Please note that the Bidders not agreeing to accept Integrity Pact would lead to rejection of their offer for empanelment. A scanned copy of the Integrity Pact duly signed by bidder, strictly as per the format given at **Annexure-13** is to be uploaded along with the application for empanelment. The original of the Integrity pact is to be submitted to MDL within 7 days of the date of application.

(iii) The nominated Independent External Monitor (IEM) will have power to access the entire project document and examine any complaints received by him. The details of nominated IEM from the panel of IEMs as on date are as follows:

1. Mr. M N Krishnamurthy IPS(Retd)

E-mail ID - krishnamurthymn19@gmail.com

2. Mr. Deepak Kashyap, IRTS (Retd)

E-mail ID - deepakkashyapnd02@gmail.com

For updated list of IEMs, Kindly visit MDL website www.mazagondock.in.

6.20 Non-Disclosure Agreement (NDA):

(i) NDA are required to be entered into between MDL and the vendors during the procurement process when sensitive information needs to be passed on as part of the tender document and /or technical specification and also during execution of assigned work.

(a) Whether NDA is required or not is to be decided by dept. raising the PR based on the security classification of the document as under:

Sr.	Classification	NDA requirement
a	Top secret	Mandatory
b	Secret	Mandatory
c	Confidential	Mandatory
d	Restricted	Not required

(b) After placement of order/s, the successful vendors shall necessarily submit Non-Disclosure Agreement, as per format made available at **Annexure-14** after placement of order. Purchase order/s will be issued to the successful bidder/s only after execution of Non-Disclosure Agreement (NDA). This Non-Disclosure Agreement to be executed on a non-judicial stamp paper of INR 500.00 The Specifications, drawings, work instructions and protocols such issued shall be on returnable basis, without reproduction/retention of the copies at the bidder's end. However, the successful Bidder/s (Contractor/s) would have to submit NDA as per the then prevailing format, at the time of order placement. The same would be made available at appropriate time.

6.21 Debarment of bidders / suppliers:

(i) False declaration will be in breach of Code of Integrity under Rule 175(1)(i)(h) of GFR 2017 for which a bidder or its successors can be debarred for up to 2 years as per Rule 151(iii) of GFR 2017 along with such other actions as may be permissible under law.

(ii) A supplier who has been debarred by any procuring entity for violation of said Order shall not be eligible for preference under said Order for procurement by any other procuring entity for the duration of debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities, in such a manner that ongoing procurements are not disrupted.

6.22 Land Border Clause: Restrictions under rule 144(xi) of general financial rules GFRs, (2017) **(**Refer **Annexure -12)**

(i) Any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority. Further, any bidder (including bidder from India) having specified Transfer of Technology (TOT) arrangement with an entity from a country which shares a land border with India, shall also require to be registered with the same competent authority. The competent authority for Purpose of registration under this order shall be registration committee constituted by department for promotion of industry and internal trade. (DPIIT). Bidder is therefore required to submit a declaration as per **Annexure-12**.

(ii) Bidder means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical, Person not falling in any of the descriptions or bidders stated hereinbefore, including any agency branch-or office controlled by such person, participating in a procurement process.

(iii) Bidder from a country which shares a land border with India for the purpose of this Order means: -

(a) An entity incorporated, established or registered in such a country; or

(b) A subsidiary of an entity incorporated, established or registered in such a country; or

(c) An entity substantially controlled through entities incorporated, established or registered in such a country; or

(d) An entity whose beneficial owner is situated in such a country: or

(e) An Indian (or other) agent of such an entity; or

(f) A natural person who is a citizen of such a country; or

(g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

(iv) The beneficial owner for the purpose of above stated clause, will be as under

(a) In case of a company or Limited Liability Partnership, the beneficial owner is the natural person (s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means, Explanation: -

(aa) Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company.

(bb) "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding of management rights or shareholder's agreements of voting agreements;

(b) In case of a partnership firm, the beneficial owner is the natural person (s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

(c) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person (s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

(d) Where no natural person is identified under (a) or (b) or (c) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

(v) In case of a trust, the identification of beneficial owner (s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership

(vi) An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

(vii) The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

6.23 Progress Monitoring & Review Mechanism:

On placement of order, a kick off meeting is to be held in MDL to chalk out the sequence and priority of the activities and the deliverables in line with the prevailing construction status of the ship. In this meeting, a progress monitoring team shall be constituted comprising vendor's representative engineer, MDL's executives (one each from Planning, Design and Ship Manager). This team shall carry out periodic reviews (initially quarterly followed by monthly reviews) to decide and chalk out the detailed sequence and priority of the completion of work and deliverables. The vendor would have to adhere to the recommendations and decisions of the said team while executing the work.

6.24 Hindrance Register:

All hindrances with date of occurrences and removal shall be noted in the Hindrance Register. The Hindrance Register shall document reasons for the delay vis-à-vis the mutually agreed schedule. All hindrances such as delay in MDL Inputs (Drawings / Material / Documents / Services / Inspection call), delay by TPI / Inspection Agency / Customer (of MDL), delay on account of specialist services, non-performance by the contractor, delinquency by the vendor, force majeure or any other relevant reason shall be recorded. The Hindrance Register shall be signed by the reps. of both MDL as well as Contractor. Executive in the rank of Chief Manager and above shall be the nodal executive of the User Department.

6.25 Working on MDL Holidays:

Intimation for working on Saturday / Sunday / holidays if required, should be submitted 2 working days prior to the date of holiday indicating names of personnel to Personnel Department and Security through concerned Department.

6.26 Conflict of Interest among Bidders/ Agents:

A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of MDL's interests. The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:

(i) they have controlling partner (s) in common; or

(ii) they receive or have received any direct or indirect subsidy/ financial stake from any of them; or

(iii) they have the same legal representative / agent for purposes of this bid; or

(iv) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder; or

(v) Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/ Assemblies from one bidding manufacturer in more than one bid.

(vi) Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid;

(vii) In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business

6.27 In addition to above, following Terms & Conditions would be applicable to the empanelled contractors for executing the work as assigned.

(i) GST terms & conditions (**Annexure-5**)
(ii) General Conditions of Contract (GCC) for Goods and Services**: Annexure-6**
(iii) Official Secret Act 1923**: Annexure-8**
(iv) Safety Instruction for Sub-Contractors**: Annexure-9**
(v) Statutory Compliance by the contractors for Sub Contract Employees**: Annexure-11**

7. **Instruction to Bidders**: Before submitting application (offer) against this EOI, bidders are requested to read the contents of the EOI document and Annexures, thoroughly & carefully. Deviations to the Terms & Conditions of the EOI are highly discouraged. Therefore, any doubts arising in respect of any of the Terms & Conditions stipulated, Qualification Criteria, clarification if any w.r.t. Documentation / Procedural requirements, etc. shall get clarified by the prospective bidder through the Dealing Executive invariably before the submission of the Bid.

8. **Submission of offer:**

8.1 Submission of bids: The bidders are required to submit their offer in the prescribed format as per **Annexure-2** and submit to ***EOIBID@MAZDOCK.COM*** All the supporting documents including EOI acceptance format /soft copies shall have to be submitted as part of the bid. ***The size of bid in single email should not exceed 20 MB***. ***In case of larger volume of documents, bid can be submitted in multiple emails***. Offer in any other form will not be considered. The bid shall contain the following.

(i) Acceptance of all the terms & conditions of EOI in the prescribed Format **(Annexure-15)**

(ii) Acceptance of General conditions of contract (GCC) for Goods and Services **(Annexure-7)** The above documents shall be; duly stamped, signed & filled 'Accepted OR Not Accepted' as applicable for each of the clause. Normally deviations to the tender terms are discouraged. However, if the bidder has any deviations, the same should be filled in above formats mentioning the deviation against the relevant Tender clause no., failing which it will be construed that all clauses of this inquiry, GCC appearing against the EOI are understood by you and are fully acceptable to you.

(iii) Application for which type of work and Category applied for. **(Annexure-2)**

(iv) Details of previous experience **(Annexure-3)**

(v) Company Profile with supporting documents **(Annexure-4)**

(vi) Declaration by bidder for Restrictions under rule 144(xi) of general financial rules GFRs, (2017) **(Annexure-12)**

(vii) RTGS/ NEFT - Mandate Authorization Form (**Annexure-16**)

(viii) Declaration of Local Content (**Annexure-17**)

(ix) Duly filled Integrity Pact with sign and stamp on each page ***(Applicable only when applied for empanelment under category C1 or above)*** (**Annexure-13**)

9. Processing of Offers:

9.1 All the offers received on or before EOI closing date & time will be scrutinized by MDL and credentials of the vendors will be verified including their competency. The applications which are finally selected for empanelment will be intimated to the concerned firms.

9.2 The categorization of contractors shall be reviewed every year based on the annual work turnover and quarterly performance evaluation of the contractors, and necessary re-categorization shall be imparted. Continual non-performance may lead to delisting of the firm from the list of empaneled contractors.

10. Breach of Obligation with respect to Bid Submitted: In case of breach of any obligation mentioned under, the bidder shall be disqualified / debarred from the empanelment process for a period of one year from the date of notification.

(i) Bidder fails or refuses to execute the contract upon notification of acceptance of work package offered by the Purchaser during the period of validity of work package.

11. Public Grievance Cell:

Public Grievance Cell: A public grievance cell headed by Shri R. R. Kumar, ED (P) 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).

12. Book Examination Clause (BEC):

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

13. We look forward to receive your positive response to this EOI with the documents complete in all respect as requested in prescribed formats.

Yours faithfully,

For Mazagon Dock Shipbuilders Limited,

DM(OTS)

Encl.:

Annexure-1	Scope of work
Annexure-2	Format for submission of application form
Annexure-3	Previous Experience
Annexure-4	Company Profile Format
Annexure-5	GST terms & conditions
Annexure-6	General Conditions of Contract (GCC) for Goods and Services.
Annexure-7	GCC Acceptance Format
Annexure-8	Official Secret Act 1923
Annexure-9	Safety Instruction For Sub-Contractors
Annexure-10	Contract Performance Security format
Annexure-11	Statutory Compliance by the contractors for Sub Contract Employees
Annexure-12	Compliance Certificate w.r.t. Land Border Clause
Annexure-13	Integrity Pact
Annexure-14	Non-Disclosure Agreement
Annexure-15	EOI Acceptance Format
Annexure-16	RTGS/ NEFT - Mandate Authorization Form
Annexure-17	Declaration of Local Content

Annexure - 1

Scope of Work

Detailed Design Activity

1. INTEND: MDL intends to appoint a sub-contractor for the following activities (which is referred to as 'the job' in this document) using the software, AVEVA Marine/ 3D Experience by Dassault/ CADMATIC/ NX by Siemens/ AutoCAD or equivalent software / SAP/ PLM to carry out the 3D-Modelling and drafting activities related to Hull, Piping, HVAC and Electrical as per project requirement.

a) Catalogue preparation.
b) 3D CAD Modelling of Structure, Outfit, Engineering and Electrical fittings/components.
    i. Outfit, Engineering and Electrical fittings/components.
    ii. Equipment weighing more than 1 ton.
    iii. Equipment weighing less than 1 ton.
    iv. Pipes and Trunking in Machinery compartment.
    v. Pipes and Trunking Outside Machinery compartments.
    vi. Seats, Racks, Table tops and other outfitting items.
c) Generation of Structural production drawings, basic drawings and as fitted drawings.
d) Nesting of units, Seats, Built-in -trunk & other structural drawings.
e) Generation and Updating compartment layout drawings/as fitted compartment layout drawings along with Bill of Material in SAP. Compartments layout drawings shall be categorised as Simple, Medium and Complex depending on the complexity.
f) Generation of Pipe sketches along with TOB files, pipe and equipment installation drawings and Bill of Material in a specified format.
    i. For Machinery compartments
    ii. For Outside Machinery compartments
g) Generation of ventilation sketches along with Bill of Material in a specified format.
    i. For Machinery compartments
    ii. For Outside Machinery compartments
h) Generation of furniture/seats/racks drawings.
i) Generation of system/Schematic drawings.
j) Generation of electrical drawings and cable schedules.
k) Miscellaneous drawings.
l) Printing hard copies and respective SAP entries of the same.

2. SCOPE OF WORK: The sub-contractor has to carry out the job in MDL premises using ship design software Licenses provided by MDL. The 3D Model shall be reviewed by MDL either in VR/ workstation before generation of production drawing. The production drawings generated by the sub-contractor shall be inspected by MDL either in VR or on-board during fitment of the equipment/system**.** The details of various categories of drawings are as follows:

	Category	Remark
a)	Generation of composite compartment layout drawings (Simple, Medium & Complex) along with Bill of Material (BOM) entries in SAP.	Refer Enclosure-2 for detailed scope
b)	Generation of Manufacturing and Installation drawings (Ventilation and Pipe drawings) along with Bill of Material (BOM) entries in SAP and BOM uploading in SAP for OMS & Machinery compartments.	Refer Enclosure-2 for detailed scope

c)	Generation of Seat/Rack/Furniture drawings along with Bill of Material.	Refer Enclosure-2 for detailed scope
d)	Generation of 2D Basic/Functional Drawings, Hull unit drawings & seating drawings along with Bill of Material (BOM) entries in SAP.	Refer Enclosure-3 for detailed scope
e)	Preparation of Cable Schedule for Electrical Systems in Naval Ship	Refer Enclosure-2 for detailed scope
f)	Cable Modelling Cable Routing in Modelled Cableways, Resolution of Fouling and Interface Issues, Preparation of Cable Schedule, Preparation of Cable Index, Preparation of Watertight Gland Index	Refer Enclosure-4 for detailed scope
g)	Preparation of Electrical System Drawings (AutoCAD), Preparation of Connection Drawings	Refer Enclosure-4 for detailed scope
h)	The objective of this scope is to carry out detailed cable modelling, routing, coordination, and documentation for electrical systems using 3D modelling software and AutoCAD, ensuring compliance with applicable naval standards, shipyard practices, and class requirements.	Refer Enclosure-4 for detailed scope
i)	Generation of Catalogues and Library	----------

The detailed scope of work is elaborated as follows:

i. MDL shall provide necessary inputs to the sub-contractor.

ii. The subcontractor shall carry out the activities as mentioned in Para 1(a) to 1(i).

iii. Checking of the above 3D CAD model by MDL in workstation/Virtual Reality (VR) Lab and sub-contractor shall incorporate their comments/corrections if any.

iv. On clearing the 3D CAD model by MDL, the sub-contractor shall generate 2D Layout drawings and submit it to MDL along with BOM in SAP.

v. Generation of 2D Basic/Functional Drawings, Hull unit drawings & seating drawings along with Bill of Material (BOM) entries in SAP.

vi. Generation of manufacturing and installation drawings by the sub-contractor for the pipes, ventilation trunks modelled by the sub-contractor/MDL along with BOM in SAP

vii. Generation of seats/racks/furniture drawings along with BOM.

viii. Preparation of Electrical System Drawings (AutoCAD), Preparation of Connection Drawings.

ix. Cable Modelling. Cable Routing in Modelled Cableways, Resolution of Fouling and Interface Issues, Preparation of Cable Schedule, Preparation of Cable Index, Preparation of Watertight Gland Index.

x. Preparation of Cable Schedule for Electrical Systems in Naval Ship.

xi. The sheet sizes of all drawings shall be informed by MDL.

xii. WDC shall be issued by MDL executives in a specified format.

3. INPUTS TO THE SUB-CONTRACTOR: MDL shall provide the necessary inputs in the form of hard/soft drawings/standards. MDL shall provide all inputs as deemed necessary in a progressive manner for carrying out the Job. A register shall be maintained by MDL for issuance and returning of the inputs handed over to the subcontractors. The following inputs shall be provided by MDL for carrying out the Job:

i. Hull scantling details / hull class approved drawings.
ii. Catalogue/Binding data for seats and equipment.
iii. System drawings for piping, ventilation, cabling and outfitting.
iv. Existing model/layout/piping/HVAC drawings.

The sub-contractor shall return all the inputs provided by MDL at the end of the contract.

4. DELIVERABLES BY THE SUB-CONTRACTOR: The sub-contractor shall generate composite compartment layout drawing/as fitted compartment layout drawings, production drawings (pipe sketches, hvac sketches, furniture/seats/racks drawings) in a specified format to MDL. The sub – contractor also required to generate structural production drawings and structural class drawings in a specified format using CAD software indicated at para 1 on project requirement basis. Sample drawings for each category shall be handed over at the time of placement of Order. The details of contents of each category of layout and production drawings are placed at Enclosure – 1 to 4. MDL shall check the model, sketches and the production drawings generated by the sub-contractor. The sub-contractor shall carry out modifications if any, as required by MDL executives. The revision control of the drawings shall be as instructed by MDL executives. All drawings generated by the sub-contractor shall be the property of MDL. For conclusion of the Job on each category, the sub-contractor shall complete and submit the job mentioned in Sr no 1a to 1h to MDL.

5. SCHEDULES: The priorities for taking up the job shall be intimated by MDL to the sub-contractor. The subcontractor shall be flexible to accommodate any changes to the priorities/schedules for preparation of the drawings. If there are any changes in priorities due to any reason, then Sub-Contractor shall be intimated in advance by MDL and they shall submit the deliverables accordingly without any additional cost.

6. REVIEW MEETING: Progress review meetings, shall be held as and when required by MDL with proper intimation with MDL Executives and shall be attended by the sub-contractor's supervisor. The sub-contractor shall submit a chart indicating progress of each activity, highlighting the job completed between progress reviews and any issues requiring MDL action. The schedules for the future jobs shall also be handed over during the review meetings and the same shall be discussed and mutually agreed.

7. HARDWARE REQUIRED FOR THE JOB: The sub-contractor shall bring his own hardware required for executing the Job. The minimum specifications of the hardware shall be to suit the installation and working of 3D modelling Software. A detailed requirement for the hard ware shall be handed over within one week after placement of Purchase order. The hardware shall inter alia, include the following:

a. Workstations compatible for installation and operation of 3D modelling software, AutoCAD, Microsoft Office and Visio.
b. Hardware shall have LAN Card but with disabled CD & USB drives.
c. Installed legal Operating System/Software.
d. The Storage media / Hard disk used for the job shall be the property of MDL and will not be returned back to the sub-contractor under any circumstances. In case of faulty hard disk, after repair/replacement faulty hard disk will not be returned back to the sub-contractor.

The Sub-Contractor shall be able to deploy sufficient no. of Workstations as per the requirement.

8. MAINTENANCE OF THE HARDWARE: The hardware shall be maintained by the sub-contractor; however, the installation and licensing issues of 3D modelling software shall be handled by MDL and the entire IT set up shall be controlled by MDL. All facilities other than described above required for smooth execution of work is sub-contractor's responsibility. The sub-contractor shall sign a declaration regarding the IT security before execution of the contract. The same is placed at **Enclosure – 5.**

9. SOFTWARE AND LICENSES:
MDL shall provide adequate no. of module licenses of software required for executing the job. Finer adjustment on the number of licenses shall be made based on an assessment of the requirement and the final schedules for the job in consultation with MDL Executives/CAD administrators. MDL shall install design software, Antivirus, SAP, Visio and other MDL's domain configurations/ software. Other software such as Operating system, AutoCAD or equivalent software compatible with AutoCAD, Microsoft office etc. shall be licensed and installed by vendor prior to commencing the job at MDL premises. Critical security updates of the vendor installed software shall be carried out offline, minimum once every month or as demanded by MDL CAD administrators. Internet will not be connected to the network under any circumstances.

10. UPGRADATION OF SOFTWARE: During the contract, if MDL upgrades the software, the sub-contractor shall upgrade his hardware if required to meet the requirements of the upgraded software.

11. EXPERIENCE OF THE FIRM: The sub-contractor shall have at least three years of experience in executing 3D CAD modelling using either AVEVA Marine/ 3D Experience by Dassault/ CADMATIC/ NX by Siemens or equivalent 3D software in Shipbuilding.

12. MODALITY OF WORKING: The modality of executing the Job shall be as follows:

a) **Location of work**: The sub-contractor shall depute a team to MDL, who shall execute the Job in MDL premises as per the inputs supplied by MDL. The team members may have to visit the ship being constructed if required. The ship may be located at MDL, Mumbai, MDL yard at Nhava, Mumbai Port Trust or Naval Dockyard Mumbai. MDL shall arrange the necessary passes for entry for the subcontractor and shall intimate the subcontractor one day in advance. The to and fro transportation shall be arranged by the subcontractor for their personnel.

b) **Supervision**: One supervisor shall be deputed to MDL to monitor the progress of the Job as per the schedules and he/she shall act as the one-point contact for MDL executives for reporting/checking/modifications/ clearance etc. The executives of MDL shall coordinate the execution of the job as per the final schedules through the supervisor appointed by the sub-contractor.

c) **Competency:**

i. Sub-contractor shall make a presentation (online/offline) to MDL to demonstrate their capabilities, experience, available resources etc. at a suitable date and time decided by MDL.

ii. MDL reserves the right to make inquiries with any of the clients listed by the firms in their previous experience record. Further MDL may ask the firm to make presentation to understand the capability of the firm w.r.t design experience. If required MDL representatives shall visit the office of the firm for assessment.

iii. MDL shall also visit the firm's premises, if necessary, to verify the data submitted by the firm during the bid submission stage and to check the capability of the firm, with short notice to the firm. Any discrepancy observed during such visits shall result in disqualification of the offer without any written notice to the firm.

iv. MDL reserves the right to make inquiries with any of the firm's clients such inquiries may also include visit to the premises of the firm's client to obtain clarifications or confirmation directly from the firm's clients. The Firm shall furnish necessary contact details and co-ordinate for obtaining approval / consent for the abovementioned visit whereas travelling and all other expenses for the same shall be borne by MDL.

Final acceptance of the offer is subject to the receipt of satisfactory feedback from the clients as mentioned above.

v. The working team for structural drawings and modelling shall be separate and the team shall have prior structural modelling and drafting experience

vi. The manpower details provided during the tender stage will be verified during the working stage. If any of the above proposed employees leaves the company after being selected, the sub-contractor needs to replace the proposed person

vii.

viii. The persons being deputed to MDL will be interviewed (if necessary) by MDL executives of respective domain.

The competency of the team and the supervisor shall be as follows:

Supervisor (1Person)	• The supervisor / coordinator shall be an Engineering graduate or Diploma holder with minimum of 3 to 4 years of experience preferably in Shipbuilding with Naval Architecture/Mechanical Engineering background • The Supervisor shall be fully conversant with 3Dmodelling software used in shipbuilding industry • The Supervisor shall be fully conversant with interpreting, generating, modifying layout/production drawings related to shipbuilding industry. • At least one supervisor shall be available at any point of time during the whole contract period at MDL
Team Members (Minimum no: 3 Persons)	The team members deputed to MDL shall: • Have ITI / Diploma background and shall be qualified draughtsman. • Have at least two years of post-qualification exposure to 3D CAD modelling and drafting in 3D software used in Shipbuilding industry. • The team members shall be well versed and fully conversant with interpreting, generating and modifying design drawings related to Shipbuilding industry. • The team working in Structural drawings and modelling shall be separate.

d) **Training**: The sub-contractor's team members shall be adequately trained for execution of the Job. No training shall be provided by MDL to the team members.

e) **Office space:** MDL shall provide adequate office space along with tables and chairs for stationing the hardware/team brought by the sub-contractor for execution of the Job. If not satisfied with provided furniture, sub-contractor may arrange for furniture at his own without any financial implication to MDL. Any other facility, required for the smooth execution of the work shall be the responsibility of the sub-contractor.

f) **Consumables**: The stationary required for printing the drawings/documents shall be made available by MDL. The sub-contractor's Supervisor is required to take approval from concerned MDL Officers regarding the size of the paper for the drawings before printing. The printouts shall be obtained from MDL allocated printers only.

g) **Shift timings:** Sub-contractor is required to work in 1st shift and depending upon the urgency of the work sub-contractor's personnel may have to work beyond normal working hours. But if required the team has to work on other shifts as detailed below:

1st Shift : 0830 hrs. to 1700 hrs.
2nd Shift : 1600 hrs. to 2350 hrs. (If required)

The normal working shall be 'five days a week' from Monday to Friday. The Sub-Contractor's personnel shall work on Saturday, Sunday & Public Holiday except on National Holiday when called / if required to complete the work schedule. For working on Saturday, Sunday & Public Holiday the Sub-Contractor shall provide intimation to the MDL executive concerned two days in advance.

h) **Women Employee**: If any woman employees are deputed to MDL, then sub-contractor is to abide by all rules as promulgated by Government of India / Nominated agencies for women employees working under this contract.

i) **Discipline**: The team shall abide by MDL office discipline and follow the same shift & recess timings. None of the sub-contractor personnel will indulge in activities that may harm other MDL personnel or his work. None of the sub-contractor personnel will do anything that may tamper / damage the MDL belongings such as computer systems, printers etc. Each of the sub-contractor personnel is expected to work only in the area where he is supposed to do work & any activity of exploring other areas is totally prohibited. Sub-contractor personnel should never try to take any data in floppy / CD / PEN drive / any other media out of design office for any purpose whatsoever, unless duly authorized by MDL design executive not below rank of AGM. Any of sub-contractor personnel indulging in such act will lead immediate termination of order with further legal action as company policy or Government laws.

j) **Safety:** The sub-contractor shall follow / abide safety Norms / Guidelines for industrial areas as promulgated by the Government of INDIA / Nominated agencies for all their employees working in MDL under this contract. The sub-contractor shall provide all necessary safety gears to his personnel and they shall wear the same and follow the safety norms during their movement in MDL, ship visits, Mumbai Port Trust, and Naval Dockyard etc.

k) **Confidentiality and Security of Data:** All information given to sub-contractor for the execution of the order is to be treated as Confidential. The technical information, drawings, specifications & other related documents forming part of this enquiry / order are the property of MDL & shall not be used for any other purpose except for the execution of order. Any information / drawing etc., shall not be copied, transcribed, traced or reproduced in any form to a third party and misused in any other form whatsoever without MDL's prior consent in writing except to the extent required for the execution of this order. The sub-contractor is bound by Official secret act of Government of India.

13. TECHNICAL OFFER: The sub-contractor shall submit a technical offer for the scope of work given in this document and the offer shall satisfy all the clauses of this document. The Technical offer of the supplier shall consist of the following information:

a) A statement of compliance to all the clauses of this specification.
b) List of the team members proposed to be deputed to MDL with proof of their qualification and experience.
c) Details of the supervisor being deputed to MDL with proof of his/her qualification and experience.
d) Proof for experience for the sub-contracting firm / Work Done Certificates
e) Details of the jobs completed in shipbuilding field which contributes to the experience of the firm.
f) Deviation list, in case of non-compliance to any of the clauses of this specification.
g) Projects executed in last 10 years with details of type of vessels, vessel particulars (lxbxtxd ISP), ship builder & owner, year of build, firm's scope (class drawings/calculations made.)

Note: No deviations to the requirements of this document shall be granted after the placement of purchase order.

14. <u>MOBILISATION PERIOD</u>: The sub-contractor shall mobilise the hardware and manpower required for executing the job and start execution of the job within 2 weeks after placement of purchase order.

15. <u>ACCURACY OF THE DATA:</u> Since the drawings and other production information generated by the Sub-Contractor shall be directly used for production, it is of paramount importance for the Sub-Contractor to ensure correctness of drawings and data that are generated by them.

16. <u>RESPONSIBILITY:</u> The sub-contractor shall be wholly responsible for completion of the job given to him. No MDL manpower shall be spared for any activity for completion of the job. Sub-contractor should not further sub contract the work after placement of the order, either fully or partially, to any other agencies.

17. <u>ISSUE OF WDCs:</u> MDL officers shall check the job completed by the sub-contractor and any corrections required on the same shall be executed by the sub-contractor. WDCs shall be issued by the concerned MDL executive based on the date of submission of the corrected model/drawing/document. If any requirement exists for revising the drawings between issues of two WDCs, then the sub-contractor shall not claim additional money for the same. The payment shall be based on drawing sizes.

ENCLOSURE – 1

LIST OF DRAWINGS DELIVERABLES

Sr. No.	Description	Paper Size
1	Catalogue Preparation (Miscellaneous)	-----
2	Compt. Layout Drawings - Simple	Compt. Layout Drawings – Simple - A0
		Compt. Layout Drawings – Simple - A1
		Compt. Layout Drawings – Simple - A2
		Compt. Layout Drawings – Simple - A3
		Compt. Layout Drawings – Simple - A4
3	Compt. Layout Drawigs - Medium	Compt. Layout Drawings – Medium - A0
		Compt. Layout Drawings – Medium - A1
		Compt. Layout Drawings – Medium - A2
		Compt. Layout Drawings – Medium - A3
		Compt. Layout Drawings – Medium - A4
4	Compt. Layout Drawigs - Complex	Compt. Layout Drawings – Complex - A0
		Compt. Layout Drawings – Complex – A1
		Compt. Layout Drawings – Complex – A2
		Compt. Layout Drawings – Complex – A3
		Compt. Layout Drawings – Complex – A4
5	Updation and modification of compartment layout drawings - Simple	Updation and modification of compartment layout drawings – Simple - A0
		Updation and modification of compartment layout drawings – Simple - A1
		Updation and modification of compartment layout drawings – Simple - A2
		Updation and modification of compartment layout drawings – Simple - A3
		Updation and modification of compartment layout drawings – Simple - A4
6	Updation and modification of compartment layout drawings - Medium	Updation and modification of compartment layout drawings – Medium - A0
		Updation and modification of compartment layout drawings – Medium - A1
		Updation and modification of compartment layout drawings – Medium - A2
		Updation and modification of compartment layout drawings – Medium - A3
		Updation and modification of compartment layout drawings – Medium - A4
7	Updation and modification of compartment layout drawings - Complex	Updation and modification of compartment layout drawings – Complex - A0
		Updation and modification of compartment layout drawings – Complex – A1
		Updation and modification of compartment layout drawings – Complex – A2

Sr. No.	Description	Paper Size
		Updation and modification of compartment layout drawings – Complex – A3
		Updation and modification of compartment layout drawings – Complex – A4
8	Piping Drawings of OMS compartments	Piping Drawings – OMS Compt. - A0
		Piping Drawings – OMS Compt. - A1
		Piping Drawings – OMS Compt. - A2
		Piping Drawings – OMS Compt. - A3
		Piping Drawings – OMS Compt. - A4
9	Piping Drawings of Machinery compartments	Piping Drawings – Machinery Compt. - A0
		Piping Drawings – Machinery Compt. - A1
		Piping Drawings – Machinery Compt. - A2
		Piping Drawings – Machinery Compt. - A3
		Piping Drawings – Machinery Compt. - A4
10	Updation and modification of Piping Drawings of OMS compartments	Updation and modification of Piping Drawings – OMS Compt. - A0
		Updation and modification of Piping Drawings – OMS Compt. - A1
		Updation and modification of Piping Drawings – OMS Compt. - A2
		Updation and modification of Piping Drawings – OMS Compt. - A3
		Updation and modification of Piping Drawings – OMS Compt. - A4
11	Updation and modification of Piping Drawings of Machinery compartments	Updation and modification of Piping Drawings – Machinery Compt. - A0
		Updation and modification of Piping Drawings – Machinery Compt. - A1
		Updation and modification of Piping Drawings – Machinery Compt. - A2
		Updation and modification of Piping Drawings – Machinery Compt. - A3
		Updation and modification of Piping Drawings – Machinery Compt. - A4
12	Vent Drawings for OMS Compartments	Vent Drawings – OMS Compt. - A0
		Vent Drawings – OMS Compt. - A1
		Vent Drawings – OMS Compt. - A2
		Vent Drawings – OMS Compt. - A3
		Vent Drawings – OMS Compt. - A4
13	Vent Drawings for Machinery Compartments	Vent Drawings – Machinery Compt. - A0
		Vent Drawings – Machinery Compt. - A1
		Vent Drawings – Machinery Compt. - A2
		Vent Drawings – Machinery Compt. - A3
		Vent Drawings – Machinery Compt. - A4
14	Updation and modification of Vent Drawings of OMS Compartments	Updation and modification of Vent Drawings – OMS Compt. - A0
		Updation and modification of Vent Drawings – OMS Compt. - A1

Sr. No.	Description	Paper Size
		Updation and modification of Vent Drawings – OMS Compt. - A2
		Updation and modification of Vent Drawings – OMS Compt. - A3
		Updation and modification of Vent Drawings – OMS Compt. - A4
15	Updation and modification of Vent Drawings of Machinery Compartments	Updation and modification of Vent Drawings – Machinery Compt. - A0
		Updation and modification of Vent Drawings – Machinery Compt. - A1
		Updation and modification of Vent Drawings – Machinery Compt. - A2
		Updation and modification of Vent Drawings – Machinery Compt. - A3
		Updation and modification of Vent Drawings – Machinery Compt. - A4
16	Seating Drawings	Seating Drawings A0
		Seating Drawings A1
		Seating Drawings A2
		Seating Drawings A3
		Seating Drawings A4
17	Updation and modification of Seating Drawings	Updation and modification of Seating Drawings A0
		Updation and modification of Seating Drawings A1
		Updation and modification of Seating Drawings A2
		Updation and modification of Seating Drawings A3
		Updation and modification of Seating Drawings A4
18	System Drawings	System Drawings (Miscellaneous) A0
		System Drawings (Miscellaneous) A1
		System Drawings (Miscellaneous) A2
		System Drawings (Miscellaneous) A3
		System Drawings (Miscellaneous) A4
19	Updation and modification of System Drawings	Updation and modification of System Drawings (Miscellaneous) A0
		Updation and modification of System Drawings (Miscellaneous) A1
		Updation and modification of System Drawings (Miscellaneous) A2
		Updation and modification of System Drawings (Miscellaneous) A3
		Updation and modification of System Drawings (Miscellaneous) A4
20	Rack Drawings	Rack Drawings A0
		Rack Drawings A1
		Rack Drawings A2
		Rack Drawings A3
		Rack Drawings A4
21	Updation and modification of Rack Drawings	Updation and modification of Rack Drawings A0
		Updation and modification of Rack Drawings A1

Sr. No.	Description	Paper Size
		Updation and modification of Rack Drawings A2
		Updation and modification of Rack Drawings A3
		Updation and modification of Rack Drawings A4
22	Preparation of coordinate drawings of modelled routes/cable ways and WT and NWT gland positions	Preparation of coordinate drawings of modelled routes/cable ways and WT and NWT gland positions – A2
		Preparation of coordinate drawings of modelled routes/cable ways and WT and NWT gland positions – A3
23	Preparation of Electrical System Drawings (AutoCAD) and Connection Drawings	Preparation of Electrical System Drawings (AutoCAD) and Connection Drawings – A2
		Preparation of Electrical System Drawings (AutoCAD) and Connection Drawings – A3
		Preparation of Electrical System Drawings (AutoCAD) and Connection Drawings – A4
24	Cable Schedules	Cabling Schedules - A3
25	Updation and modification of Cable Schedules	Updation and modification of Cabling Schedules - A3
26	Gland Indexing	Gland Indexing - A3
		Gland Indexing - A4
27	Updation and modification of Gland Indexing	Updation and modification of Gland Indexing - A3
		Updation and modification of Gland Indexing - A4
28	Miscellaneous Drawings	Miscellaneous Drawings - A0
		Miscellaneous Drawings - A1
		Miscellaneous Drawings - A2
		Miscellaneous Drawings - A3
		Miscellaneous Drawings - A4
29	Updation and modification of Miscellaneous Drawings	Updation and modification of Miscellaneous Drawings - A0
		Updation and modification of Miscellaneous Drawings - A1
		Updation and modification of Miscellaneous Drawings - A2
		Updation and modification of Miscellaneous Drawings - A3
		Updation and modification of Miscellaneous Drawings - A4
30	Basic/Functional Drawings Preparation for Class Approval (Only Drafting)	Basic/Functional Drawings Preparation for Class Approval (Only Drafting) – A0
		Basic/Functional Drawings Preparation for Class Approval (Only Drafting) – A1
		Basic/Functional Drawings Preparation for Class Approval (Only Drafting) – A2
		Basic/Functional Drawings Preparation for Class Approval (Only Drafting) – A3
31	3D CAD Planar Modelling & 2D Units Drawing Preparation along with BoM/Part list & SAP (MM, BOM, WT.& COG) Entries	3D CAD Planar Modelling & 2D Units Drawing Preparation along with BoM/Part list & SAP (MM, BOM, WT.& COG) Entries – A3
32	3D CAD Planar Modelling & 2D Seats Drawing Preparation along with BoM & SAP (MM,BOM, WT.& COG) Entries	3D CAD Planar Modelling & 2D Seats Drawing Preparation along with BoM & SAP (MM,BOM, WT.& COG) Entries – A0
		3D CAD Planar Modelling & 2D Seats Drawing Preparation along with BoM & SAP (MM,BOM, WT.& COG) Entries – A1

Sr. No.	Description	Paper Size
		3D CAD Planar Modelling & 2D Seats Drawing Preparation along with BoM & SAP (MM,BOM, WT.& COG) Entries – A2
		3D CAD Planar Modelling & 2D Seats Drawing Preparation along with BoM & SAP (MM,BOM, WT.& COG) Entries – A3
33	3D CAD Planar Modelling & 2D **Built-in-Trunks Drawing** Preparation along with BOM & SAP (MM,BoM, WT.& COG) Entries	3D CAD Planar Modelling & 2D Built-in-Trunks Drawing Preparation along with BOM & SAP (MM,BoM, WT.& COG) Entries – A3
34	2D Miscellaneous Drawings Preparation along with BoM & SAP (MM,BoM, WT.& COG) Entries (Only Drafting)	2D Miscellaneous Drawings Preparation along with BoM & SAP (MM,BoM, WT.& COG) Entries (Only Drafting) – A0
		2D Miscellaneous Drawings Preparation along with BoM & SAP (MM,BoM, WT.& COG) Entries (Only Drafting) – A1
		2D Miscellaneous Drawings Preparation along with BoM & SAP (MM,BoM, WT.& COG) Entries (Only Drafting) – A2
		2D Miscellaneous Drawings Preparation along with BoM & SAP (MM,BoM, WT.& COG) Entries (Only Drafting) – A3
35	Nesting of Units, Seats, Built-in-trunk & Miscellaneous Drawings along with SAP Entries	Nesting of Units, Seats, Built-in-trunk & Miscellaneous Drawings along with SAP Entries – A4
36	Revision & Updation of Units Drawings along with BOM & SAP (MM, BoM, WT.& COG) Entries	Revision & Updation of Units Drawings along with BOM & SAP (MM, BoM, WT.& COG) Entries – A3
37	Revision & Updation of Seats Drawings along with BOM & SAP (MM,BOM, WT.& COG) Entries	Revision & Updation of Seats Drawings along with BOM & SAP (MM, BOM, WT.& COG) Entries – A0
		Revision & Updation of Seats Drawings along with BOM & SAP (MM, BOM, WT.& COG) Entries – A1
		Revision & Updation of Seats Drawings along with BOM & SAP (MM,BOM, WT.& COG) Entries – A2
		Revision & Updation of Seats Drawings along with BOM & SAP (MM,BOM, WT.& COG) Entries – A3
38	Revision & Updation of BIT Drawings along with BOM & SAP (MM,BOM, WT.& COG) Entries	Revision & Updation of BIT Drawings along with BOM & SAP (MM,BOM, WT.& COG) Entries – A3
39	Revision & Updation of all Miscellaneous Drawings along with BOM & SAP (MM,BOM, WT.& COG) Entries	Revision & Updation of all Miscellaneous Drawings along with BOM & SAP (MM,BOM, WT.& COG) Entries – A0
		Revision & Updation of all Miscellaneous Drawings along with BOM & SAP (MM,BOM, WT.& COG) Entries – A1
		Revision & Updation of all Miscellaneous Drawings along with BOM & SAP (MM,BOM, WT.& COG) Entries – A2
		Revision & Updation of all Miscellaneous Drawings along with BOM & SAP (MM,BOM, WT.& COG) Entries - – A3

ENCLOSURE - 2

DRAWING CONTENTS

1. GENERATION of Composite Compartment Layout Drawing:

- All composite compartment layout drawings should be Generated/Updated/made as fitted (Sub contractor have to go on board and measure exact dimensions and prepare drawings accordingly) by sub-contractor. 3D model has to be updated first with respect to dimensions taken on board and then based on the updated 3d model, 2D layout drawing to be generated by sub-contractor.
- No separate cost to be claimed by sub-contractor for updating 3D model. It is to be considered be a part of preparing layout drawing.
- 3D model includes: Pipe modelling, HVAC modelling, Cable modelling/routing, equipment modelling, furniture/seats/racks modelling etc.
- The compartments are categorised as Simple, Medium and Complex depending on complexity of the compartment.
  In general, the compartments shall be categorised as follows:
  Simple: Airlock, Stores, Offices etc.
  Medium: Passageway, Lobby, Small machinery compartments etc.
  Complex: Major machinery compartments, Magazine compartments etc.
- On clearing the 3D CAD model by MDL, the sub-contractor shall generate 2D Layout drawings and submit to MDL along with BOM entries in SAP.
- Scale: Compartment layout drawing has to be prepared in 1:20 scale (for large compartments scale should be reduced to 1:25 or 1:30 so as to fit in A0 sheet) as per normal shipbuilding practice.
- The drawing should be in standard MDL format. The layout drawing should be showing minimum six views, port, starboard, aft, forward, deck and deck-head and some additional sectional views wherever required depending upon complexity of the structure and concentration of number of systems in a particular area of wherever asked by the concerned MDL Executive.
- All structural boundaries of the compartment and all structural members inside the compartment should be shown with insulation & underlays etc. wherever applicable.
- Contractors are required to show the compartment location plan indicating compartment and all the compartment in the vicinity of the compartment under reference on the deck on which compartment is located, the deck above and the deck below, as shown in GA drawing.
- Sub-Contractor has to show notes if required mentioning instructions, reference drawings and another relevant requirement to be followed.
- One copy of updated/as fitted layout drawing to be printed for MDL executive signature and 7 – 12 no. photocopies (as instructed by MDL executive) to be taken and stamped and shall be submitted to MDL.
- Compartment's bill of material (BOM) entries in SAP is also in the scope of sub-contractor: It consists of Position number, description, Quantity, SAP Number, weight of the structural, electrical, engineering and other hull items and other specific details as demanded by MDL.
- Uploading of layout drawings and BOM in SAP is also in the scope of sub-contractor.
- Existing model/layout drawings shall be made available to the sub-contractor for updating/preparing as fitted layout drawings.

2. MANUFACTURING AND INSTALLATION DRAWINGS

a. PIPING DRAWINGS

- Piping drawings (Spool fabrication along with TOB file and Installation drawings) should be generated by sub-contractor in standard MDL format. It consists of piping arrangement & spool drawings.

- No separate cost to be claimed by sub-contractor for updating 3D model. It is to be considered be a part of preparing piping drawing.
- Piping Arrangement: Drawings consisting of isometric view of pipes showing correct coordinates, connection points, reference for further connection, erection material required at site etc. In addition, enlarged views of critical sections if required.
- Pipe Spool: Drawings for fabrication of spool at shop floor showing bill of material, treatment, shop test pressure and other information required for manufacturing the pipes.
- Notes: Instruction, reference drawings & other relevant requirements to be followed.
- Pipe bill of material (BOM) entries in SAP is also in the scope of sub-contractor. It consists of description, Quantity, SAP Number, weight of the pipe and pipefittings & other required information.
- Uploading of pipe sketches in SAP is also in the scope of sub-contractor.
- One copy of pipe sketch to be printed for MDL executive signature and 7 no. Xerox copies of same to be taken and stamped and shall be submitted to MDL.
- Existing model/piping drawings shall be made available to the sub-contractor.

b. VENTILATION DRAWINGS

- Ventilation drawings should be generated by sub-contractor in standard MDL format. It consists of Ventilation arrangement & spool drawings.
- No separate cost to be claimed by sub-contractor for updating 3D model. It is to be considered be a part of preparing hvac drawing.
- Ventilation Arrangement: Drawing consisting of isometric view of trunks / ducts showing correct coordinates, connection points, reference for further connection, erection material required at site etc.
- Ventilation Spool: Drawings for fabrication of spool at shop floor showing bill of material and other required information for manufacturing the ducts / trunks.
- Notes: Instruction, reference drawings & other relevant requirements to be followed.
- Ventilation bill of material (BOM) entries in SAP is also in the scope of sub-contractor. It consists of description, Quantity, SAP Number, weight of the trunk and fittings & other required information.
- Uploading of ventilation sketches in SAP is also in the scope of sub-contractor.
- One copy of ventilation sketch to be printed for MDL executive signature and 7 no. Xerox copies of same to be taken and stamped and shall be submitted to MDL.
- Existing model/ventilation drawings shall be made available to the sub-contractor.

3. FURNITURE/SEATS/RACKS DRAWINGS

- Furniture/Seats/Racks drawings should be generated by sub-contractor in standard MDL format. It shall consist of isometric view and three orthographic views (front, side and plan). Additional plan view to be shown to indicate its location in the compartment from structures.
- Sub-Contractor has to show notes if required mentioning instructions, reference drawings and other relevant requirement to be followed.
- Bill of material (BOM) is also in the scope of sub-contractor. It consists of Description, Quantity, SAP Number, Weight, structural members & other deemed information as required.

ENCLOSURE – 3

SoW for OUTSOURCING of D-STRUCTURAL ACTIVITIES

1. **TASK OVERVIEW**: The Sub-Contractor shall carry out the job in MDL premises. The various tasks involved in the job are summarised as follows:

Task	Task Description
#01	Preparation of 2D Basic/Functional Drawings in Drafting Module for class approval. (Only Drafting)
#02	3D CAD Planar Modelling & 2D **Units Drawing, Seats & Built-in-Trunks** Preparation along with BOM/Part list & SAP (MM,BOM, WT.& COG) Entries.
#03	2D Miscellaneous Drawings Preparation (i.e. Lifting Eye Plates, Platforms, Tanks, As fitted, Shipping & Unshipping etc.) in Drafting Module along with BOM/Part list & SAP (MM,BOM, WT.& COG) Entries. (Only Drafting)
#04	Nesting of Units, Seats, Built-in-trunk & Miscellaneous Drawings along with SAP Entries
#05	Revision & Updating of Units, Seats, BIT & Miscellaneous Drawings along with BOM/Parlist & SAP (MM,BOM, WT.& COG) Entries

TASKS FOR DETAILED STRUCTURAL DESIGN

1. **Task #01: Preparation of 2D Basic/Functional Drawings in Drafting Module for class approval:**

a) The sub-contractor shall prepare basic/functional drawing based on the inputs shared by MDL such as scantling, GA, Mid-Ship section etc. After preparation of final drawings, one copy of the drawing to be printed for checking by MDL executive.

b) MDL Design department personnel will interact /provide guidance as an when necessary and the same will have to be considered by the subcontractor for incorporation. The sub-contractor shall submit the drawings to MDL for checking and shall incorporate corrections given by MDL (if any).

c) Post incorporation of corrections & final corrected copy of the drawing shall be kept in server in pdf format which will be submitted for class approval.

2. **Task #02: 3D CAD Planar Modelling of units , Seats, Built in Trunks and platforms in HULL Module and preparation of 2D Production drawings along with BOM/Part list & SAP (MM,BOM, WT.& COG) Entries:**

(a) The Task involves the following:
- (i) Planar Hull modelling
- (ii) Setting of Position numbers for planar hull model
- (iii) Splitting of plane panels into plates and profiles
- (iv) Generation of Production drawings
- (v) Generation of Bill of Materials
- (vi) Generation of Weight & COG data for each block

(b) All initialisations required for generation of the Project in design software shall be carried out by MDL. Any alterations to the Project basic definitions, if warranted by local structural arrangement shall be carried out by the Sub-Contractor, only after explicit clearance by MDL on case to case basis. Fairing of lines, generation of surface file, all curved hull modelling. Also, Position number must be assigned to the model.

(c) Planar Hull Modelling will involve accurate and complete modelling of all planar structural members of a seats, built-in trunks and platforms complete with plates, brackets, etc. Suitable green / shrinkage are to be provided. Holes / notches / openings are to be correctly placed. The sub-contractor shall split the plates and panels and shall ensure that the split parts are available for nesting. Any mismatch observed in nesting of modelled part shall be corrected in the model and shall be split again.

(d) Care should be taken to include the correct end cut information for stiffeners, since manufacturing data for stiffeners will be generated directly from the 3D model and issued to production shops. It will be the responsibility of the firm entrusted with Hull Modelling Job to ensure following: -
(i) That no unnecessary panels are created that could result in confusion during nesting and drawing preparation.

(ii) Modelling of panels to be consistent to ensure proper generation of plate parts suitable for nesting.

(iii) Where knuckled plates are to be generated by joining two plates, same position number is to be given to both. Such parts are to be specially intimated to the Nesting group.

(e) A copy of the final binding data drawing and location of equipment for the seats, built-in Trunk and Platform shall be handed over to the Sub-Contractor by MDL for this task. MDL Design department personnel will interact /provide guidance as necessary and the same will have to be considered by the subcontractor for incorporation. Post modelling, the sub-contractor shall submit hard copy of the production drawings along with BoM to MDL for checking. MDL shall hand over the commented drawings to the sub-contractor, who in turn shall incorporate the corrections in the 3D model.

(f) After preparation of final drawings, one pdf copy of the drawing is to be kept in server along with their part list for printing purpose by MDL executive.

(g) Creation of Material Master, BOM, Weight and centre of Gravity (COG) in SAP as per latest revision of the drawing along with pdf of the same drawings must be uploaded in SAP along with BOM/Partlist by the sub-contractor for issuance of WDCs.

Note: A detailed guideline for modelling and checking will be given by MDL at the start of the job.

3. **Task #03: <u>2D Miscellaneous drawings Preparation (i.e.Lifting Eye Plates, Platforms, Tanks, Asfitted, Shipping & Unshipping etc.) in Drafting Module along with BOM/Part list & SAP (MM,BOM, WT.& COG) Entries :</u>**

(a) <u>Phase-I: Preparation of As-fitted, unit and misc. drawings</u>: The sub-contractor shall prepare the unit and as-fitted drawings based on the approved basic Drawings and latest revision of unit drawings provided by MDL and submit to MDL as per the schedules indicated by MDL. The sub-contractor shall incorporate MDL comments on the 2D as-fitted drawings. Hard copies of the corrected 2D unit and As-fitted Drawings shall be submitted to MDL. Unit drawing, Shipping & Unshipping, Lifting Eye plate in Machinery compartments drawings shall be prepared by sub-contractor based on the inputs provided by MDL and same must be submitted to MDL for comments. The sub-contractor shall incorporate MDL comments on the 2D drawings and hard copies to be submitted to MDL along with BOM/Part list.

(b) <u>Phase-II: Preparation of seats, Built-in Trunks, Platforms drawings</u>: Hard copies of the binding data and location of equipment drawings shall be handed over to the sub-contractor by MDL for preparation of seat, Built-in and Platform drawing. The sub-contractor shall submit the drawings to MDL for checking and shall incorporate corrections given by MDL (if any).

(c) <u>After</u> preparation of final drawings, one pdf copy of the drawing is to be kept in server along with their part list for printing purpose by MDL executive.

(d) Creation of Material Master, BOM, Weight and centre of Gravity (COG) in SAP as per latest revision of the drawing along with pdf of the same drawings must be uploaded in SAP along with BoM/Partlist by the sub-contractor for issuance of WDCs.

4. **Task #04: <u>Nesting of Units, Seats, Built-in-trunk & Miscellaneous Drawings along with SAP Entries:</u>**

a) Based on 3D planar model & BoM as an input file sub-contractor shall generate ".gen" file which further be exported in nesting module of design software or Actcut software for multi nesting of panels & parts.

b) The sub-contractor shall prepare nesting document in pdf & cutting document in. CNC by exporting ".gen" file as an input file.

c) Post preparation of nesting & cutting document in their respective format. One pdf copy of the drawing is to be kept in server for printing purpose by MDL executive.

d) Prepared nesting document (.pdf) & cutting document (.cnc) shall be uploaded in SAP for issuance of WDC.

5. **Task #05: <u>Revision & Updating of Units, Seats, BIT & Miscellaneous Drawings along with BOM/Parlist & along with SAP Entries:</u>**

a) Hard copies of the revised binding data and location of equipment drawings shall be handed over to the sub-contractor by MDL for preparation of revised seat, Built-in-trunk, Platform and Miscellaneous drawings. The sub-contractor shall submit the drawings to MDL for checking. The sub-contractor shall incorporate corrections given by MDL (if any).

b) After preparation of final drawings, one pdf copy of the drawing is to be kept in server along with their part list for printing purpose by MDL executive.

c) Creation of Material Master, BOM, Weight and centre of Gravity (COG) in SAP as per latest revision of the drawing along with pdf of the same drawings must be uploaded in SAP along with BOM/Partlist by the sub-contractor for issuance of WDCs.

ENCLOSURE – 4
SoW for OUTSOURCING of D-Electrical activities

1. TASK OVERVIEW: The Sub-Contractor shall carry out the job in MDL premises. The various tasks involved in the job are summarised as follows:

Task	Task Description
#01	Preparation of 3D cable way models for all assigned electrical systems.
#02	Preparation of coordinate drawings of modelled routes/cable ways and WT and NWT gland positions in 2D
#03	Routing of cables through pre-modelled cable trays, ladders, conduits, and trunks in ship design software
#04	Extraction and preparation of cable schedules (of routed cables) from 3D model in the client-specified format.
#05	Extract comprehensive Cable and water tight gland Index listing in Excel format
#06	Design and Preparation of Electrical System Drawings (AutoCAD) and Preparation of Connection Drawings in given format
#07	Deliverables

a. Following applicable

Standards & Compliance
Applicable Naval / Defence standards /as per class requirement
Shipyard specifications
IEC / IEEE standards (as applicable)

Task #01 Preparation of 3D cable way models of main run (Power) and separate run (Control) route for all assigned electrical systems.

Cable Modelling in 3D design software

b. Definition of cable attributes including:

i. Cable number
ii. Type, size, and core configuration
iii. Voltage level and service
iv. Source and destination equipment
v. Association of cables with equipment, panels, and junction boxes.
vi. Maintenance of data integrity between model and deliverables.

Task #02 Preparation of coordinate drawings of modelled routes/cable ways and WT and NWT gland positions in 2D

a. Resolution of Fouling and Interface Issues
b. Identification and resolution of cable fouling and clashes with:
   i. Hull structure
   ii. Piping systems
   iii. HVAC ducts
   iv. Weapon systems and machinery
   v. Coordination with multidisciplinary models to ensure:
   vi. Adequate clearances
   vii. Accessibility for installation and maintenance
   viii. Updating cable routes based on approved clash resolution.
c. Post clearance of all fouling issues, prepare co-ordinate drawing of modelled routes of main run (power) and separate run (control) routes/cableways and WT and NWT gland positions in different projections

Task #03 Routing of cables through pre-modelled cable routes like cable trays, ladders, conduits, and trunks in design software

a. All electrical cables shall be routed through pre-modelled cableways as per given format
b. Optimization of cable routes considering:
Shortest feasible path
i. Separation of power, control, communication, and instrumentation cables
ii. Heat dissipation and EMI/EMC requirements
iii. Compliance with naval ship standards for:
iv. Fire zones
v. Watertight and gastight boundaries
vi. Redundancy and survivability requirements

Task #04 Extraction and preparation of cable schedules (of routed cables) in the client-specified format.

a. Extraction and preparation of cable schedules in the client-specified format.
b. Cable schedule to include (but not limited to):
c. Cable number and service description
d. From–To equipment details
e. Cable type, size, and length
f. Route reference and zone information
g. Verification of cable data for accuracy and completeness.
h. Preparation of Cable Index

Task #05 Extract comprehensive Cable and water tight gland Index listing in Excel format

a. Development of a comprehensive Cable Index listing:
i. All cables system-wise and deck-wise
ii. Cross-reference with cable schedules and drawings
iii. Ensuring consistency between model data, schedules, and index documents.
b. Preparation of Watertight Gland Index
c. Identification of all watertight / gastight deck and bulkhead penetrations.
d. Preparation of Watertight Gland Index including:
e. Gland number
f. Cable number(s) passing through the gland
g. Deck/bulkhead identification
h. Zone and compartment details
i. Coordination with hull and outfitting disciplines for penetration approval.

Task #06 Design and Preparation of Electrical System Drawings (AutoCAD) and Connection Drawings

a. Design and Preparation of electrical system drawings in AutoCAD, including:
i. Single line diagrams (SLD)
ii. System block diagrams
iii. Power distribution layouts
iv. Drawings to comply with:
v. Naval drawing standards
vi. Client and shipyard CAD guidelines
vii. Incorporation of latest approved design data.
b. Preparation of Connection Drawings
c. Preparation of detailed connection drawings for electrical systems, showing:
i. Equipment terminal details
ii. Cable core identification
iii. Gland and earthing connections
iv. Interface alignment with:
v. Vendor drawings
vi. Panel and junction box layouts
vii. Revision and update of drawings based on design changes and comments.

Task #07 Deliverables

a. Cable model (updated and clash-free)
b. Coordinate drawings of modelled routes/cable ways
c. Cable Schedule (approved format)
d. Cable Index and watertight Gland Index
e. Electrical System Drawings (AutoCAD) and Electrical Connection Drawings (AutoCAD)

ENCLOSURE – 5

IT SECURITY DECLARATION

The sub-contractor shall strictly comply with the following procedure:

- Prior to usage, the vendors shall hand over all the computer systems for inspection to SB Design System Administrator, who shall thoroughly examine the same for security reasons.
- No removable media is allowed on any computer system.
- SB Design System Administrator shall configure and install 3D modelling software in the hardware supplied by sub-contractors.
- Operating Systems of all the systems irrespective of Platform shall be hardened to ensure security.
- The sub-contractor shall be allowed to use only licensed software and is usage of pirated software in any form is strictly prohibited.
- The sub-contractor shall not carry out any alteration, modification to the hardware / configuration without prior written permission from SB Design System Administrator. The computers shall be patched / updated with security patches by sub-contractor periodically.
- The sub-contractor shall maintain a log for all the activities carried out by him.
- The fixed storages like Hard Disk shall be the property of MDL after completion of the job and shall not be returned to the sub-contractor under any circumstances.
- MDL's IT security policies / guidelines shall be applicable to the execution of the contract. Subcontractor and its **user should sign the undertaking prior to start of work**.
- No activity shall be performed by sub-contractor's rep which will harm the IT security of MDL.

NOTATIONS

MDL	: Mazagon Dock Limited
CGS	: Project COAST GUARD SHIPS
3D	: Three Dimension
CAD	: Computer Aided Design
WOT	: Warship Overseeing Team
VR	: Virtual Reality
2D	: Two Dimension
IHQ	: Integrated Head Quarters
MoD (N)	: Ministry of Defence (Navy)
WDC	: Work Done Certificate
BoMs	: Bill of Materials
CD	: Compact Disc
LAN	: Local Area Network
IT	: Information Technology
SAP	: System Application and Processing
SB	: Ship Building

Annexure - 2

APPLICATION FOR EMPANELMENT

(On the letter head of the Firm)

Dear Sir,

1. This has reference to your EOI document no. **MDL/EOI/CMV/24** for "Detailed Design Activities".
2. M/s. …….. (Name of the Firm) hereby convey our consent for considering the expression of interest (EOI) along with information/documents submitted.
3. We confirm that M/s. …… (Name of the Firm) meets the qualification criteria mentioned in the subject EOI document.
4. We further state that;
   (i) All information provided in the proposal and in the appendices is true and correct.
   (ii) We shall make available to MDL any additional information necessary or required to supplement or authenticate the proposal
   (iii) We are not under a declaration of ineligibility issued by Govt. of India /State govt./ UT /Public Sector Undertakings.
   (iv) We do not have any conflict of interest in accordance with the Request for EOI document.
   (v) We agree and undertake to abide by all the terms and conditions of the Request for EOI Document.
5. We hereby apply for empanelment as a contractor for following type of work and category.

   *(Note: Contractor should clearly mention the type of category (**Category-A2 or Category-A or Category-B or Category-C)** against each type of work that they are applying for. Contractor should mention 'NA' against the work description those are not applied for.)*

Sr No	Work Description	Category for which empanelment applied for
I	Design Activity	

Signature:
Name & Designation:

Company seal:
Date:

Annexure - 3

LIST OF SIMILAR WORKS SUCCESSFULLY COMPLETED IN COMPLIANCE WITH THE PQC

1) Name of Applicant: _____

2) Description of Work for which empanelment applied for (Refer EOI clause No.2.1):_____

3) Category of empanelment applied for *(Category-A2 or Category-A / Category-B / Category-C)* (Refer EOI clause No.3.1):
_____

4) EOI Clause no. under which Pre-Qualification is claimed i.e. 3.1(iii)-(a) / (b) / (c) / (d): _____

5) Specify the 12 months span to be considered for qualification towards previous experience criteria for qualification under clause no. 3.1(iii)(d): _____

Sl. No.	PO No. & Date	Description of work	Name & Address of the Client	Date of start of work	Date of completion of work	Value of work executed excluding taxes in the 12 months span specified in Para **(5)** above. **(applicable if qualified under 3.1(iii)(d)**	Work Completion Certificate no.& Date

Notes:

1. **Specific information is to be filled up in each column w.r.t. pre-qualification documents as per the respective column headings. The PO and WDC/other supporting documents listed in this Annexure 3 will only be considered for qualification against this EOI.**
2. The firm should submit copies of POs and WDC / WCC and other supporting documents specified in the above format to meet the pre-qualification criteria pertaining to the category in which the Firm has applied for empanelment.

   For Example: If firm wants to be empanelled in Category-A (i.e. work up to Rs. 15 lakhs) as per PQC clause no. **3.1(iii)(d),** Firm should submit PO copies and WDCs / WCCs for a value of Rs. 7.5 lakhs executed in continuous span of 12 months during last 7 years' period as per PQC.
3. Please indicate only those works executed during last Seven (7) years (as stated in PQC) which fulfils the eligibility criteria of the applied work & category. Works should have been executed by the firm under the name for which the current application is submitted.
4. The above stated list is to be substantiated with the documentary evidence such as work order and work completion certificates, in absence of which the application is liable to be rejected.
5. In case PO / Work Completion Certificate consists different type of work completed, a confirmation would be required from the order placing authority indicating value of relevant work executed, failing which such PO / Work Completion Certificate will not be considered for qualification.

Signature:
Name & Designation:
Company seal:
Date:

Annexure - 4

COMPANY PROFILE

1	Name of the Firm/Company		
2	Nature of the Business-Whether Manufacturer/Service Sub-Contractor/Authorized Agent/Trader.		
3	(a) Items of Manufacture / Agency / Service for which registration sought (b) Attached details of the products / services/ Technical Leaflets		
4	(a) Factory Address/ Phone No./ Fax No		
	(b) Registered Office Address/ Phone No./FAX No/ E-Mail/ Website		
	(c) Sales Office/Correspondence Address/Phone. No./ FAX No.		
5	Whether Public Limited/Private Limited/Partnership Firm/ Proprietary Firm/PSU		
6	Name of the Directors/Partners/ Proprietor.		
7	Is your Firm ISO accredited? If so attach Photo Copy of the valid Certificate.		
8	Whether your Firm is Registered, (a) Under Small Scale Industries / NSIC. – Furnish copy of valid certificate of MSME/NSIC (b) Under Partnership Act, 1932 –Furnish Photocopy of Partnership Deed and Registration Certificate issued by Registrar of Companies. (c) Under Indian Companies Act, 1956.- Furnish Copy of Certificate of Incorporation issued by Registrar of Companies. (d) With any other Govt. Undertaking/Defence PSUs/DGQA/Indian Navy/Indian Coast Guards – Submit Copy of Valid Certificates issued by such organization.		
9	(a) Factory License/Municipal Shop's and Establishment Certificate – Furnish Copy of Valid Certificate. (b) Registration Certificate from Labour Commissioner (In case of Labour Jobs.)		
10	GST Registration No. with photocopy of valid registration certificate.		
11	Copy of PAN Card and Copies of I.T. Return Paid Acknowledgements for the preceding 3 Assessment years.		

12	Names and address of your Associated/ Sister Manufacturing / Sub Contracting/Trading concerns and list of their directors/partners/proprietor of Company to be furnished.		
13	Date of commencement of Business.		
14	(a) List of Plant & Machineries owned (b) Godown / Warehouse Area address with Phone Number together with latest Rent Receipt and valuation of stock. (for Stockiest and Service Sub- Contractors as applicable)		
15	Transport Facilities for Delivery and collection of Goods to and from our yards. (Applicable only for Service Sub-Contractor.)		
16	Names and designation of officials who will deal and interact with MDL officials for execution of the jobs.		
17	Are you in a position to supply the items duly approved by DGQA / Lloyds / ABS / IRS / DNV / other Third Party Agencies.		
18	Have you ever been Banned / Black Listed by any Govt. Undertaking(s)? If so, give details.		

DECLARATION BY THE APPLICANT FIRM/COMPANY

1. I/We hereby declare that the information pertaining to my / our Firm/Company including all enclosures is correct and true to the best of my/our knowledge and belief as on date.
2. I/We further confirm that Proprietor/Partners/Directors individually or jointly are not associated with any Firm / Company with which the dealings have been banned by the State/Central Govt. Departments/Public Sector Undertakings (Central / State).
3. .I/We undertake not to employ directly or indirectly MDL Personnel / any Govt. Servants dismissed from Service in my / our business.
4. .I/We notes that registration, as MDL Contractor does not carry with it, the right to business from MDL Works.
5. I/We certify that I /we will not get myself/ ourselves enlisted as contractor/s in the Undertaking (MDL) under more than one name.

AUTHORISED SIGNATORY_____

NAME (IN CAPITAL LETTER)_____

DESIGNATION _____

S E A L OF THE COMPANY.

PLACE _____ **DATE:_____**

NOTES:

1. If the space provided is insufficient, additional sheets may be attached as enclosures.

2. Complete / definite answers are required to be furnished against all clauses. In case particular clause is not applicable same should be clearly indicated against such clause indicating reasons, why clause is not applicable.
3. In the event it transpired later that false declaration / invalid documents were furnished at the time of applying for registration, the Registration of the Firm/*Company is liable for cancellation without any notice.*

Annexure-5

TERMS RELATED TO TAXES (GST)

1. GST as per GST Laws shall be payable extra as quoted and agreed.
2. In case of purchases of goods/services from unregistered dealers under GST Laws, GST will be paid by MDL under reverse charge mechanism.
3. Benefits from reduction in rate of tax/ITC are required to be passed on to consumer. Where "applicable GST" has been quoted as extra, Goods and service providers (except un-registered dealers under GST Law) have to submit declaration that they have complied with 'Anti-profiteering clause' under GST Law. Such declaration be given in technical bid.
4. If the vendor is registered under GST, vendor shall mention the HSN code for goods &/or services in their tax invoice, etc. These codes must be in accordance with GST Laws and responsibility of specifying correct HSN codes for goods &/or services is that of the vendor. MDL shall not be responsible for any error in HSN code for goods &/or services specified by supplier / contractor. Supplier /Contractor shall pay penalty and/ or interest imposed on MDL or any loss due to delay in availing ITC by MDL or any loss of ITC to MDL due to errors by vendors at any stage. MDL reserves right to recover any such interest, penalty or loss from any amount due to Supplier /Contractor or otherwise.
5. In case, MDL is unable to avail ITC, supplier/contractor at their own cost shall rectify the shortcoming in the returns to be filed immediately thereafter. Further, if the ITC is delayed / denied to MDL / reversed subsequently as per GST Laws due to non / delayed receipt of goods and / or services and / or tax invoice or expiry of timelines prescribed in GST Laws for availing ITC, non-payment of taxes or non-filing of returns or any other reason not attributable to MDL, Supplier /Contractor shall pay any loss of amount along with interest and penalty on MDL under GST Laws for the number of days the ITC was delayed. If the short coming is not rectified by supplier/contractor and MDL ends up in reversal of credits and / or payments, supplier /contractor is fully liable for making good all the loss incurred by MDL. MDL reserves right to recover any interest, penalty or loss from any amount due to Supplier /Contractor or otherwise.
6. If the vendor is registered under GST, the GST registration number (15 digit GSTIN) issued by GOI shall be mandatorily provided by the vendor. Vendor having multiple business verticals within state / at multiple states with separate GST registration numbers shall forward GSTIN of only that vertical which is involved in supply of goods and/or services. MDL GSTIN is 27AAACM8029J1ZA and vendor shall mention the same while invoicing and avoid any data entry error on GST portal.
7. If the vendor is registered under GST, Vendor shall ensure timely submission of invoice as per the provisions / requirement / timeline promulgated by GOI in relation to GST Law with all required supporting documents to enable MDL to avail input tax credit promptly. The vendors invoice inter alia should contain GSTIN of vendor, GSTIN of MDL (i.e. 27AAACM8029J1ZA), GST tax rate separately, HSN code wise goods or services, place of supply, signature of vendor, etc. Original invoice needs to be submitted to Bill Receipt Centre at MDL gate, and a copy of the invoice should be given to the goods receiving section(GRS).
8. If the vendor is registered under GST, vendor shall file all applicable returns under GST Laws in the stipulated time & any losses of tax credit to MDL arising due to delay in filing will be recovered from their invoice wherever MDL is eligible to avail tax credit. Any default towards payment of tax and / or uploading of monthly returns by supplier/contractor, MDL retains right to withhold payments towards tax portion until the same is corrected & complied by the supplier/contractor with the requirement of GST along with satisfactory evidence.
9. The rate sheet enclosed with the tender will indicate the rates to be entered under each head wherever applicable. Bidders must clearly mention the applicable Taxes & Duties. The item-wise rates (i.e. Basic+P&F+F&I) quoted in the Rate Sheet should exclude Taxes & Duties. Bidder should indicate GST rates as applicable separately under each of the head in the same Rate sheet, which will be paid extra based on tax invoice to the extent applicable. The GST will be applicable on total basic rate of each item (i.e. Basic + P&F + F&I).

Annexure-6

GENERAL CONDITIONS OF CONTRACT (GCC)

The word 'Purchaser' refers to MAZAGON DOCK SHIPBUILDERS LIMITED, (MDL), a Company within the meaning of Companies Act, 2013 and it includes its successors or assignees. The word ‘Bidder’ (including the term ‘tenderer’, ‘consultant’ ‘vendor’ or ‘service provider’ in certain contexts) means any legal entity such as firm(s) of Proprietorship / Partnership Firm / Limited Liability Partnership / Private Limited / Limited company / Society registered under Society’s Act / Statutory Bodies/ Consortium/ Joint Venture etc. participating in a procurement process. The word 'Owner' means the person or authority with whom Mazagon Dock Shipbuilders Limited (Purchaser) has contracted to carry out work in relation to which orders are placed by the Purchaser on the Bidder/Supplier/Contractor under this contract for supply or manufacture of certain items and would include Department of Defence Production, Ministry of Defence, Government of India, the Indian Navy, the Coast Guard and any other specified authority. Unless otherwise indicated specifically by the bidder / contractor in his bid, it shall be construed as his acceptance of all the conditions mentioned in this GCC.

1. TENETS OF INTERPRETATION

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

2. LANGUAGE OF CONTRACT

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

3. GOVERNING LAWS AND JURISDICTION

3.1 Governing Laws and Jurisdiction

(a) This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Laws of India for the time being in force.

(b) Irrespective of the place of delivery, or the place of performance or the place of payments under the contract, the contract shall be deemed to have been made at the place from which the Purchase Order/Contract/Letter of Intent has been issued. The courts of such a place shall alone have jurisdiction to decide any dispute arising out or in respect of the contract.

3.2 Changes in Laws and Regulations

Unless otherwise stipulated in the contract, if after the last deadline for the bid submission (Techno-commercial), any law, regulation, ordinance, order or bye-law having the force of law is enacted, promulgated, abrogated, or changed in India (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/ or the contract Price, then such Delivery Date and/ or Contract Price shall be correspondingly increased or decreased, to the extent that the contractor has thereby been affected in the performance of any of its obligations under the contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable.

4. CONFIDENTIALITY, SECRECY AND IPR RIGHTS

(a) IPR Rights

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

(**b) Confidentiality**

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

(c) Secrecy

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

(**d) Obligations of the contractor**

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

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

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

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

(aa) The contractor needs to share with the institution(s) participating in the financing of the contract; (ab) now or hereafter is or enters the public domain through no fault of Contractor;

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

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

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

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

5. PERMITS, APPROVALS AND LICENSES

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

8. DEFAULTS, BREACHES & TERMINATION OF CONTRACT

Termination due to Breach, Default, and Insolvency

(a) Defaults and Breach of Contract

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

(i) Default in Performance and Obligations

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

(ii) Insolvency

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

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

(b) Notice for Default

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

(c) Terminations for Default

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

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

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

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

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

(i) Temporary withhold payments due to the contractor till recoveries due to invocation of other contractual remedies are complete.

(ii) Call back any loaned property or advances of payment, if any, with the levy of interest at the prevailing rate (MIBID - Mumbai Interbank Bid Rate).

(iii) Recover liquidated damages and invoke denial clause for delays.

(iv) Encash and/ or Forfeit performance or other contractual securities.

(v) Prefer claims against insurances, if any.

(vi) Terminate contract for default, fully or partially including its right for Riskand-Cost Procurement as per following sub-clause.

(vii) Risk and Cost Procurement: In addition to termination for default, MDL shall be entitled, and it shall be lawful on his part, to procure Goods same to those terminated, with such terms and conditions and in such manner as it deems fit at the "Risk and Cost" of the contractor. Such 'Risk and Cost Procurement' must be initiated (viz. AIP/PR/Tender) within six months from the termination of Contract. The Contractor shall be liable for any loss which

MDL may sustain on that account provided the procurement, or, if there is an agreement to procure, such agreement is made. The Contractor shall not be entitled to any gain on such procurement, and the manner and method of such procurement shall be in the entire discretion of MDL. (Note: deleted being contrary to law). (Note: No contractor would give security after the termination of the contract) Note: Regarding the Goods which are not readily available in the market and where procurement difficulties are experienced, the period for making risk procurement shall be nine months instead of six months provided above.

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

9. CLOSURE OF CONTRACT

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

10. COMMUNICATION AND LANGUAGE FOR DOCUMENTATION

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

14. CANCELLATION OF TENDER

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

15. PURCHASER'S PROPERTY.

All property (such as materials, drawings, documents etc.) issued by the Purchaser or any other individual or firm on behalf of the Purchaser in connection with the contract shall remain confidential, being the property of the Purchaser and the Bidder/Supplier/Contractor shall undertake to return all such property so issued and will be responsible for any or all loss thereof and damage thereto resulting from whatever causes and shall reimburse the Purchaser the full amount of loss and damage. On completion of work in any compartment / location of the purchaser's premises, the Bidder/Supplier/Contractor must ensure that the place is left in a reasonably clean state and all scrap is transferred to nearby scrap-bins.

17. RECOVERY-ADJUSTMENT PROVISIONS

Payment made under one order shall not be assigned or adjusted to any other order except to the extent agreed upon in writing by the Purchaser. During the currency of the contract, if any sum of money is payable by the Bidder / Supplier / Contractor the same shall be deducted from any sum then due or thereafter may become due to the Bidder / Supplier / Contractor under the contract or any other contract with the Purchaser.

18. INDEMNIFICATION

The Bidder / Supplier / Contractor, his employees, licences, agents or Sub-Supplier / Sub-contractor, while on site of the Purchaser for the purpose of this contract, indemnifies the Purchaser against direct damage and/or injury to the property and/or the person of the Purchaser

or that of Purchaser's employees, agents, Subcontractors / Suppliers occurring and to the extent caused by the negligence of the Bidder / Supplier / Contractor, his employees, licensees, agents or Sub-contractor by making good such damages to the property, or compensating personal injury and the total liability for such damages or injury shall be as mutually discussed and agreed to.

19. TRANSFER OF SUPPLIERS / CONTRACTOR'S RIGHTS

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

20. SUBCONTRACT AND RIGHT OF PURCHASER

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

21. PATENT RIGHTS

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

22. AGENTS/AGENCY COMMISSION

The seller confirms and declares to the buyer that the seller is the original manufacturer or authorized distributor/stockiest of original manufacturer of the goods referred to in this contract and has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommended to the Buyer or any of its functionaries, whether officially or unofficially , to the award of the Contract / Purchase order to the Seller; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation.

The Seller agrees that if it is established at any time to the satisfaction of the Buyer that the present declaration is in any way incorrect or if at a later stage it is discovered by the Buyer that the Seller has engaged any such individual/firm, and paid or intended to pay any amount, gift, reward , fees, commission or consideration to such person, party, firm or institution , whether before or after the signing of this Contract / Purchase order, the Seller will be liable to refund that amount to the Buyer. The seller will also be debarred from participation in any RFQ/Tender for new projects/program with Buyer for a minimum period of five years.

The buyer will also have a right to consider cancellation of the Contract either wholly or in part, without any entitlement or compensation to the Seller who shall in such event be liable to refund all payments made by the buyer in terms of the Contract along with interest at the rate of 2% per annum or 6% whichever is higher above LIBOR (London Inter Bank Offer Rate) (for foreign vendors) and base rate of SBI plus 2% (for Indian Vendors).

The Buyer will also have the right to recover any such amount from any contracts concluded earlier with Buyer.

23. USE OF UNDUE INFLUENCE / CORRUPT PRACTICES

The Bidder / Supplier / Contractor undertakes that he has not used corrupt practices or used any undue influence which is not admissible as per Indian law to obtain contract/order or in doing any business with the purchaser.

If found that Bidder / Supplier / Contractor is involved in such wrong practices, then Purchaser is entitled to cancel the contract/s and all or any other contracts and then to recover from the Bidder / Supplier / Contractor the amounts of any loss arising from such contracts' cancellation, including but not limited to imposition of penal damages, forfeiture of Performance security, encashment of the Bank Guarantee and refund of the amounts paid by the Purchaser.

24. IMMUNITY OF GOVERNMENT OF INDIA CLAUSE

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

25. EXPORT LICENCE

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

26. BANNED OR DE-LISTED CONTRACTORS / SUPPLIERS

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

27. DUTY OF PERSONNEL OF SUPPLIER/CONTRACTOR

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

28. DISPUTE RESOLUTION MECHANISM AND ARBITRATION

(a) Dispute resolution mechanism(DRM)

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

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

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

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

(b) Arbitration

Unresolved disputes/differences, if any, shall then be settled by Arbitration. The Arbitration proceedings shall be conducted at Mumbai, India, in English Language, under the Arbitration and Conciliation Act, 1996 as amended from time to time and the rules thereunder.

MDL prefers to have arbitration through Institutes such as Indian Council of Arbitration (ICA)/ICA-DR, Mumbai Centre for International Arbitration, International Chamber of Commerce (ICC), Singapore International Arbitration Centre (SIAC) with the mutual consent of the parties.

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

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

30. CONTRACT LABOUR (REGULATION AND ABOLITION) ACT 1970

Contractor / Bidder shall obtain licence under Section 12 and 13 of the Contract Labour (Regulation and Abolition) Act, 1970 and rules made there under and the same should be kept valid at least until the expiry of contract with Purchaser. The registration and Licence under the Contract Labour (Regulation and Abolition) Act 1970 shall be renewed in time every year and if work continues for more than a year, a copy of the Licence is produced as and when demanded by the concerned authorities of Purchaser.

The Contractor / Bidder shall carryout his obligations and duties under the Contract Labour (Regulation and Abolition) Act, 1970 and the rules framed there under. In the event any employee/s of Contractor / Bidder is advised by the concerned Department to deploy their employees for job during weekly-off, Sundays and holidays, the Contractor / Bidder must inform through Concerned Department the name/s of the employee/s in the prescribed format to CISF / Security and to the concerned Divisional Personnel by mentioning specifically 'Compensatory - Off', before 3 days from the date actual payment.

31. MINIMUM WAGES ACT

The Contractor / Bidder shall pay to his employees not less than the minimum wages and allowances applicable to the Engineering Industry as notified from time to time by the Central Government or the State Government whichever is higher under the Minimum Wages Act. Contractor / Bidder shall be responsible for timely payment of wages of all his employees engaged in the Purchaser's Yard, not less than the prescribed minimum wages in each case and without any deductions of any kind, except as specified by Government or permissible under the Payment of Wages Act.

The Contractor / Bidder must settle all the pending dues of the employees i.e. arrears of wages, proportionate leave wages, proportionate bonus payment, etc. Before winding up the site, the Contractor / Bidder shall pay all terminal dues to his employees such as Notice pay, Gratuity, Retrenchment compensation, etc.

32. BONUS ACT

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

33. FACTORIES ACT

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

34. EMPLOYEES' PROVIDENT FUNDS AND MISCELLANEOUS PROVISIONS ACT, 1952
The Contractor / Bidder, where applicable, shall cover his employees deployed in the Purchaser's Yard

(a) under the Employees' Provident Funds and Miscellaneous Act, 1952,

(b) under the Family Pension Scheme, and

(c) under the Employees' Deposit Linked Insurance Scheme and pay the contributions both in respect of his employees and his own. He shall submit all the necessary returns and other particulars periodically as prescribed under the said Act. Contractor / Bidder shall cover from the first day working all his contract labour on MDL jobs by filling requisite returns to concerned Statutory authorities and obtaining Code Numbers / Account Numbers.

Contractor / Bidder shall remit employees' and employers' contributions directly to the concerned authorities along with Inspection and Administrative Charges as per relevant provisions of the concerned Acts and Schemes made there under within 15 days from theclose of every month.

The Contractor / Bidder must submit copies of P. F. dues payment challans, copy of Form No. 12 (A), copy of form No. 6 (A) (Annually) and copies of Muster Roll of their workmen every month to Corporate Personnel Department before renewal of passes for entry into the yard. The Contractor / Bidder must also attend to P. F. Inspections by concerned authorities and submit copy of the Inspection Report.

The Contractor / Bidder through his own P. F. code number shall fill in P. F. / Pension settlement forms of all the employees engaged in Purchaser's Yard, well in advance of last working day and forwards the said settlement forms to the respective P. F. Commissioner's office for settlement. Contractors who are yet to obtain PF code shall apply for Code no s to PF Commissioners Office and furnish copies of the same to Corporate Personnel Department. Purchaser shall recover PF dues from the contractors running bills till such time the PF Code no is obtained.

The Contractor / Bidder may contact Corporate Personnel Department for the purpose to seek any / all clarification / necessary advice for completion of procedural work such as filling labour challans, E. S. I., P. F. - declaration forms, covering their labour under Group Insurance Policy, etc. An Administrative charge @ Rs. 10/- per employee per month for such consultancy will be recovered from all the contractors from the bills of the respective contracts

35. EMPLOYEES' STATE INSURANCE ACT

The Contractor / Bidder should also cover all the eligible contract labourers working on MDL jobs, under the Employees' State Insurance Act and Scheme by furnishing necessary returns to appropriate authority and pay both employees' and employers' contributions in respect of these employees to the concerned authorities within 20 days from the close of every month. The contractor shall produce copy of R. D. F. duly acknowledged by ESI local office for confirmation that the workmen are covered under ESI Act and Scheme.

Contractor / Bidder should produce proof of such remittances to Corporate Personnel Department of MDL along with full details of contributions etc. within 25 days from the close of month. He shall also give an undertaking that he will not engage any one on our work who is not duly covered under the said Act and Scheme. The contract employees who are out of coverage of ESI Act and Scheme should be covered under Group Insurance Policy linked with workman compensation Act. Those Bidders / contractors do not have their ESI Code No.; they should submit documentary evidence of application for obtaining ESI Code no to Corporate Personnel Department.

36. SAFETY

The Contractor / Bidder must observe all safety precautions in connection with the work to be performed by him, his agents or labourers. In the event of any accident happening in our yard resulting in loss of lives or otherwise damaging any part of the property, the contractor shall be required to make good the loss to the Company and shall be responsible for all consequences that follow from the loss and / or injuries to the persons involved in such accidents. The standard of safety to be observed in the Company shall be decided by the Executive-in-Charge Safety, or any Executive appointed for the purpose before the commencement of work in the yard. It

will be essential for contractor to ascertain the standard precautions which contractor is required to observe in discharging his work as per the standards prevalent in MDL. The decision of MDL in matters concerning Safety shall be final and binding on the contractor.

The Contractor / Bidder shall be required to provide his workmen with Boiler Suits of any suitable colour other than blue or white, with the Name of the Contractor in prominent letters on the boiler suits along with personal protection gears like safety shoes, hand gloves etc. workmen of the Contractor / Bidder must wear throughout their working while in the premises of MDL. Contractor's workmen working without safety gears are to be disallowed for work.

37. POLICE VERIFICATION OF EMPLOYEES

Contractor / Bidder shall have to produce and submit to the Chief Security Executive of Purchaser, verification through Mumbai Police of Character and Antecedents of their employees / workers for while working on ships under construction in Purchaser's Yards, for working onboard ships under modernisation / refit / repairs at Mumbai ports / Naval Dockyard. Entry passes will not be issued in the absence of Police Verification Report and employees without Police Verification shall not be employed by them in Purchaser's Yard / Mumbai ports / Naval Dockyard and any lapse on the part of Contractor / Bidder shall be viewed seriously as per applicable laws of the land. Employment of any Foreign National during the contract period would be permitted with prior permission of Purchaser.

38. FORCE MAJEURE

If at any time during the execution of the goods / service order, the performance in whole or in part by either Purchaser or and by the Bidder(s) / Supplier(s) / Contractor(s) is / are delayed by any reason of force majeure situations such as acts of civil war, civil commotion, sabotage, hostilities, war, fires, explosions, epidemics, natural calamities like floods, earthquakes, volcanoes, storms, acts of God and laws of respective governments or any other causes beyond the control of either parties, hereinafter referred to as "events", provided notice of the occurrence of such event/s is / are communicated by either party, to the other party within 21 days from the date of occurrence thereof, neither party shall by reason such events be entitled to terminate the contract nor shall either party have any claim for damages against the other in respect of such non-performance and or delay in performance of the contract / order. Executions on either side shall be resumed as soon as practicable after such event has come to an end or ceased to exist and the decision of Purchaser as to whether activities can resume or not, shall be conclusive and final. Occurrence of the events to be certified by Chamber of Commerce / Indian High Commission or Embassies / Government in that Country.

The performance in whole or in part under the captioned tender / contract is prevented or delayed by reason of any such event for a period exceeding sixty days either party may at its option terminate the contract / further processing of the tender. The relative obligations of both the parties remain suspended during the actual period of force majeure.

The Purchaser may extend the delivery schedule as mutually agreed, on receipt of written communication from the Bidder / Supplier / Contractor regarding occurrence of 'Force Majeure' conditions, but not exceeding six months from the scheduled delivery date. If the 'Force Majeure' conditions extend beyond this period, the Purchaser shall have the right to cancel the order without any financial implication to the Purchaser or on terms mutually agreed to.

Annexure-7

GENERAL CONDITIONS OF CONTRACT ACCEPTANCE FORMAT

To,

MAZAGON DOCK SHIPBUILDERS LIMITED

OUTSOURCING DEPARTMENT.

GCC CLAUSE No.	BIDDER'S REMARK	GCC CLAUSE No.	BIDDER'S REMARK	GCC CLAUSE No.	BIDDER'S REMARK
	Acc/Dev		Acc/Dev		Acc/Dev
1		14		27	
2		15		28	
3		16	Not Applicable	29	
4		17		30	
5		18		31	
6	Not Applicable	19		32	
7	Not Applicable	20		33	
8		21		34	
9		22		35	
10		23		36	
11	Not Applicable	24		37	
12	Not Applicable	25		38	
13	Not Applicable	26			

COMPANY'S NAME & ADDRESS:

_____ SIGNATURE:

DATE:

_____ NAME:

DESIGNATION:

_____ BIDDER'S COMPANY SEAL:

NOTE:

1. Bidders should carefully read the GENERAL CONDITIONS OF CONTRACT of the Tender (GCC) prior to filling up this acceptance format (available on MDL Web site
2. This format should be properly filled, signed and bidder shall upload the scanned copy of the same online.
3. Bidder(s) should indicate "ACC" for Accepted, "DEV" for Deviation Taken for each clause number in the above table. Bidder(s) to attach Separate Sheet indicating all relevant details such as Number & description of the Clause, Reasons for Deviation and Alternative suggested for any deviations taken by them.

Annexure-8

EXTRACT OF PROVISIONS OF THE OFFICIAL SECRETS ACT, 1923

(ILLUSTRATIVE FORMAT)

SECTION 2(B) ; "PROHIBITED PLACE"

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

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

SECTION 3 : "PENALTIES FOR SPYING"

If any per unlawfully -

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

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

SECTION 4 : "COMMUNICATION WITH FOREIGN AGENTS"

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

SECTION 5 : "WRONGFUL COMMUNICATION OF INFORMATION"

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

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

Shall be guilty of an offence under this Act.

SECTION 6 : "UNAUTHORISED USE OF UNIFORMS"

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

SECTION 7 : "INTERFERING WITH OFFICERS OF POLICE"

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

SECTION 8 : "DUTY OF GIVING INFORMATION"

It shall be duty of every person to give on demand to a superintendent of Police or any other Police Officer not below the rank of Inspector, any information in his power relating to an offence under this Act.

If any person fails to give such information, shall be punishable with imprisonment to 3 years or fine or with both.

SECTION 9 : "INCITEMENT"

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

SECTION 10 : "PENALTY FOR HARBOURING SPIES"

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

SECTION 11 : "SEARCH WARRANTS"

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

Note: Based on the Illustrative Format as above, the concerned Dealing Officer / HOD(C) may formulate / design the required forms / documents / tender enquiries / registers / GCC / proformas to suit to the requirements on case to case basis in line with the corresponding articles in Purchase Manual Volume-I.

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

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

2. **General Safety Guidelines:**

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

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

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

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

3. Personnel Protective Equipment and other Safety Accessories:

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

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

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

4. Safety Guidelines:

4.1 Safety during Cutting & Welding:

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

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

4.1.3 Welding machine should be properly earthed and secured.

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

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

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

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

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

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

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

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

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

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

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

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

4.2 Safety while Material Handling/Lifting and Turning:

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

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

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

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

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

4.2.6 Ensure only competent persons are allowed to operate cranes.

4.2.7 Crane operators must only take Instruction from designated rigger.

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

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

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

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

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

4.3 Safety while working on height:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4.4 Hand Tools and Power Tools:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5. Electrical Safety:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8.12 Never use any electrical equipment without proper earthing.

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

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

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

9.2 Prepare adequate emergency arrangements before the work starts.

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

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

9.5 Adequate light arrangement should available.

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

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

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

10.1 Suitable blasting suits and hoods with coolant tube shall be used while carrying out blasting operations.

10.2 Immediate removal of spillage. Good housekeeping standards must be maintained at all times.

10.3 The contractor shall ensure that paint handed over to it for usage is safely stored in a suitable container.

10.4 Never allow Naked flames - matches - cigarettes -in the same area where paint is being applied or stored.

10.5 Airless spray must always be earthed as static electricity can develop within the system and be the cause of explosion.

10.6 All couplings must be of a close fit, especially on high pressure equipment. Replace damaged hoses.

10.7 The contractor shall ensure that its personnel have minimum contact of paint with skin.

10.8 Hand Gloves, Safety Shoes and eye protection must always be worn during work.

10.9 Usage of a suitable barrier cream on exposed skin must be considered.

10.10 Air fed hood/mask or respirator in confined spaces must be used.

10.11 Safe access and adequate lighting must be ensured.

10.12 Blasting proof, light and portable lamps shall be provided for the blasting operations inside of tanks and compartments.

10.13 The area where blasting or painting is being carried out must be provided with proper, visible safety barriers or signs.

10.14 Tarpaulins and other coverings should be used to cover dry dock channels / pump pits, compressor house, nearby electrical installation, machines and equipment which may otherwise be affected by blasting or painting operations.

10.15 Cleaning of the slipway, dry-dock, surrounding areas, machines and equipments, etc. of dust immediately after blasting has taken place.

10.16 Removal of spent/excess and reusable grits and empty paint drums.

11. **Safety at Civil Construction Sites**

11.1 The rock blaster should be a qualified and competent person for carrying out blasting work.

11.2 Before blasting, sufficient warning should be given to enable the people working in the area to get off the danger zone at least 10 minutes before the blasting starts.

11.3 Care should be taken that the blasting point is free of detonating gas, inflammable objects, sparking or damage wiring system, stray currents.

11.4 Underground utilities (such as water pipelines, sewers, gas mains, electrical conduit system) should be located and protected, wherever necessary, before the start of excavation.

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

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

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

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

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

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

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

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

11.13 Excavation area should be adequately lighted for night work.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

11.31 Do not leave planks with nails on passageways.

Annexure-10

Proforma Bank Guarantee for Performance Security (PS)

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

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

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

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

4. We,…….Bank further agree with the purchaser that the purchaser shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said order/or to extend time of performance by the Supplier from time to time or to postpone for any time to time any of the power excisable by the Purchaser against the Contractor/ Supplier and to forbear to enforce any of the terms and conditions relating to the order and we shall not be relieved from our liability by reason of any such variation or extension being granted to the Contractor/Supplier or for any forbearance, act or omission on the part of the Purchaser or any indulgence by

the Purchaser to the Contractor/Supplier or by any such matter or things whatsoever which under the law relating to sureties would have the effect of relieving us.

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

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

7. Notwithstanding anything contained herein above:

i. Our liability under this guarantee shall not exceed Rs. /-
ii. This Bank guarantee shall be valid up to and including_____, and
iii. We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before_____(Validity + four weeks from the date of expiry of this guarantee).

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

IN WITNESS WHEREOF THE Bank has executed this document on

this…….. day of …….

For …….. Bank

(by its constituted attorney)

(Signature of a person authorized

to sign on behalf of "the Bank")

STATUTORY COMPLIANCES BY SUB CONTRACT EMPLOYEES

Statutory Compliances by the Sub-contractors\Vendors while deploying contract employees in MDL premises and its units.

(1) Labour Licence:

(a) The Contractor should have a valid Labour Licence issued by the Regional Labour Commissioner (Central) before commencement of work if the contractor is deploying 20 or more contract employees at MDL.

(b) The number of contract employees employed shall not on any day exceed the maximum number specified in the approved Labour Licence issued by the Competent Authority.

(c) If the sub-contractors desire to employ the contract employee more than that, mentioned in the Labour Licence, the concerned contractors is required to notify in advance to the Licensing Authority. Any change in number of employees to be deployed at MDL, The Copy of license with the necessary amendments to be submit before employing such contract employees.

(d) The contractors are required to apply for renewal of license not less than 30 days before the date on which the license expired, if his job is likely to be continued beyond the period of validity of license.

(e) The labour license is always issued against the particular Purchase Order (PO) issued by MDL. Therefore, in case of new PO, he should obtain fresh license if he is likely to employ 20 or more employees against such new PO. However, the contractor is required to maintain separate record in respect of each PO issued by MDL

(f) The contractor shall display a copy of labour license prominently at the place of the work.

(g) The copy of Labour Licence is to be submitted to the HR- Contract & Outsourcing Dept.

(h) The contractor shall attend labour inspection whenever required and submit the copy of inspection report to the principal employer i.e. MDL

(i) The contractor shall submit Half Yearly / Annual Return to the licensing authority as prescribed under the Contract Labour (Regulation and Abolition) Act 1970 with Maharashtra Contract Labour (Regulation and Abolition) Act 1971 and submit a copy to the principal employer i.e. MDL.

(2) Commencement / Completion of work:

The contractors shall within 15 days of commencement/completion of each contract work, submit a return to the licence authority in Form VI(A) intimating the actual date of commencement / completion of work under a copy to the HR- Contract & Outsourcing Dept.

(3) Daily attendance of contract employees:

The contractor shall ensure to mark daily attendance of their employees in Attendance Register whenever his contract employees deployed.

(4) Insurance coverage:

(a) The contractors should have his own ESI code number and indicate the same along with individual ESI account number of his contract employee.

(b) The contractors should cover all eligible contract employee under the ESI Act and its scheme on the date of joining of the contract employee on their roll at MDL

(c) The contractors should pay employee as well as employer contribution on time and submit the copy of challan to the principal employer i.e. MDL as a proof of payment of ESI dues to the authority

(d) The contractors should attend the ESI inspection as and when required and submit a copy of ESI inspection report to the principal employer i.e. MDL.

(e) The contractors should submit the copy of half / yearly ESI returns to the Contract Cell.

(f) The contractors should produce (E-Pahachan) card in respect of each contract employee whenever required for verification for their ESI account number.

(g) Those Contract employee, who are out of ESI coverage shall be covered by suitable Workmen Compensation Policy.

(h) The contractors shall submit the copy of Workmen Compensation Policy to the HR-Contract & Outsourcing Dept and renew the same on time.

(5) Provident Fund Coverage:

(a) The contractors must have his own PF Code number and indicate individual PF Account number of his employees.

(b) The contractors should produce Form V as and when required for verification of account number of his contract employee.

(c) The contractors shall cover his eligible contract employees under the PF Act and Scheme and pension scheme from the date of joining.

(d) The contractors shall also submit the copy of challan in respect of payment of dues.

(e) The contractors should submit the card of PF annual return prescribed under the act.

(f) The contractors shall attend PF inspection as and when required and submit copy of the PF inspection report to the HR- Contract & Outsourcing Dept.

(6) Registration under the Maharashtra Labour Welfare fund (Amendment) Act 2003 and Professional Tax

(a) The Contractor must obtain independent Registration number under Bombay Labour Welfare Fund Act and pay Six (06) Monthly contribution of their employees for every June and December to the Welfare Commissioner and compliance with the provisions of Bombay Labour Welfare Fund Act, 1953 under their own code number.

(b) The Contractor should have registration under Professional Tax and deduct the same from wages of his employees and remit Professional Tax every month to Government treasury in time and also submit returns in time.

(7) Payment of wages/salaries:

(a) The contractors shall fix the wage period in respect of which wages shall be payable.

(b) The contractors shall responsible for payment of prescribed minimum wages for his employees in MDL premises on or before 10th day of the expiry of the wage period.

(c) No wage period shall be exceed one month in case of monthly period.

(d) The contractors shall submit copy of the remittance of salary/wages through NEFT/RTGS of his contract employees to the HR- Contract & Outsourcing Dept

(e) The wages shall be paid when deduction of any kind except those specified by the Government under the provisions of the payment of Wages Act 1936.

(f) The contractors must submit Xerox copy of the muster of his employees as well as copy of wages/payments every month to the HR- Contract & Outsourcing Dept

(8) Payment of Minimum wages

(a) The Contractor/Vendor shall pay not less than minimum wages to his employees as notified /revised from time to time as applicable under the Minimum Wages Act, 1948

(b) The contractor must ensure that wages/ salaries to be paid to their employees as per the provisions Minimum Wages Act, 1948.

(c) The Minimum Wage consist of Basic Wage and the Special Allowance i.e Variable Dearness Allowance (VDA declared after every Six Months). The Central Govt and the State Govt have notified the rates of Minimum wages. The rates of Minimum Wages whichever is higher will be applicable in respect of the specific 'Scheduled Employment' as declared by the Dy. Chief Labour Commissioner (Central Govt) Mumbai time to time.

(9) Medical Examination of Sub Contract/Outsourced employee

(a) As per the Clause 18-A of the Factories Act, 1948 and Maharashtra Factories Rules,1963, all workers in a factory shall be medically examined once in a year by a Certifying Surgeon appointed or recognised by Government.

(b) The Contractors/Vendors will have to submit a Certificate of Fitness in Form 6 in respect of employees to be engaged inside the MDL and it units and no person/contract employees shall be employed without the valid certificate of fitness. The Contractor/Vendor get the Pre-Employment Medical Examination of his employees done from certified surgeon before deploying at MDL

(10) Health, Safety and Welfare

The Contractor/Vendor should ensure safe and healthy working condition at work for compliance of the Provisions of Factories Act, 1948. The Contractor/Vendor should provide all the Safety measures and his supervision to ensure safety at work site.
The contractor/Vendor shall ensure that only medically fit persons are engaged for job after medically examined by Certifying Surgeon.

(11) Maintenance of record / register:

The contractor/vendor shall properly maintain the following register at the sight of work:

(j) Muster cum Attendance Register
(ii) Register of Wages.
(iii) Register of overtime.
(iv) Leave Register
(v) Bonus Register

(12) Display of Notices

The contractors are also required to ensure that the notices showing the rate of wages, hours of work, wage period and date of payment and names and addresses of inspectors having jurisdiction, date of payment of unpaid wages as well as abstract of the contract labour (Regulation & Abolition) Act 1970 and the rules framed therein are displayed at the work sight in English or Hindi and language spoken by the majority of contract labours.

(13) Working on weekly off and holidays:

The Contractors deploying their employees on weekly/holidays shall submit the list of such labour in a prescribed format indicating therein the date of compensatory to be availed duly certified by the concerned department head three days' prior to the weekly off/holiday to the Contract Cell for onwards transmission to the Dy. Director of Directorate of Industrial Safety and Health (DISH).

(14) Applicability of labour laws:

The above provision/rules are only illustrative and not exhaustive. The provisions of Factory Act 1948, Payment of Wages Act 1948, Minimum Wages Act 1948, ESI Act 1948, PF Act 1972, Contract Labour (Regulations & Abolition) Act 1970, Payment of Bonus Act 1965 and other labour laws as amended from time to time, relevant to the contract employee shall be applicable.

Annexure-12

Declaration by bidder for RESTRICTIONS UNDER RULE 144(XI) OF GENERAL FINANCIAL RULES GFRS, (2017) AS PER DIRECTIVES F NO. DPE/7(4)/2017-FIN DTD 24.02.2023 & ORDER NO F.7/10/2021-PPD (1) DTD 23.02.2023

(On bidder's Letter Head)

I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that our Firm M/s…….. is not from such a country and does not have any specified Transfer of Technology (TOT) from such a country or, if from such a country or if having specified TOT from such a country has been registered with the Competent Authority.

I hereby certify that our Firm M/s……. fulfills all requirements in this regard and is eligible to be considered for procurement on GeM. [Where applicable, evidence of valid registration by the Competent Authority shall be attached along with this declaration as per the case]

Note – The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. MDL reserves the right to consider placement of Order / Contract or reject any or all tenders/Orders without assigning any reason.

COMPANY'S NAME & ADDRESS:

_____ SIGNATURE:

DATE:

_____ NAME:

DESIGNATION:

_____ BIDDER'S COMPANY SEAL:

INTEGRITY PACT

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

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

PREAMBLE

	The Principal/Buyer intends to award, under laid down organizational procedures, contract/s for.....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). In order to achieve these goals, the Principal/Buyer will appoint an Independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 - Commitments of the Principal/Buyer:

(1)	The Principal/Buyer commits itself to take all measures necessary to prevent corruption and to observe the following principles:	
	a)	No employee of the Principal/Buyer, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
	b)	The Principal/Buyer will during the tender process treat all Bidder(s) with equity and reason. The Principal/Buyer will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
	c)	The Principal/Buyer will exclude from the process all known prejudiced persons.
	d)	The Principal/Buyer undertakes to scrupulously follow the tender containing General Conditions of Contract (GCC) in respect of procurement contracts for goods, services and civil works.
(2)	If the Principal/Buyer obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or 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 six months and maximum of five years, which may be further extended at the discretion of the Principal/Buyer.
	2)	A transgression is considered to have occurred, if the Principal/Buyer after due consideration of the available evidence, concludes that no reasonable doubt is possible.
	3)	The Bidder (s) accepts and undertakes to respect and uphold the Principal/Buyer's absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining legal advice.
	4)	If the Bidder(s)/Contractor(s) can prove that he has restored/ recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Buyer may revoke the exclusion prematurely.

Section 4 – Sanctions for Violation:

(1)	Any breach of the aforesaid provisions by the Bidder or any one employed by him or acting on his behalf (whether with or without the knowledge of the Bidder) or the commission of any offence by the Bidder or any one employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act 1988 or any other Act enacted for the prevention of corruption shall entitle the Principal/Buyer to take all or any one of the following actions, wherever required –	
	a)	To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the Bidder. However, the proceedings with the other Bidder (s) would continue.
	b)	The Earnest Money Deposit/Security Deposit/Performance Bond shall stand forfeited either fully or partially, as decided by the Principal/Buyer, and the Principal/Buyer shall not be required to assign any reason there for.
	c)	To immediately cancel the contract, if already signed, without giving any compensation to the Bidder.
	d)	To recover all sums already paid by the Principal/Buyer, in case of an Indian Bidder with interest thereon at 2% higher than the prevailing Base Rate of SBI, and in case of a Bidder from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the Bidder from the Buyer in connection with any other contract for any other Defence stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
	e)	To 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 and subcontractors. In case of a joint venture, all partner of the joint venture should sign the Integrity pact. In case of sub-contracting, the principle contractor shall be solely responsible for the adherence to the provisions of IP by the sub-contractor(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 of subcontractor which constitutes corruption or if the Principal has substantive suspicion in this regard, the Principal/Buyer will inform the same to the Chief Vigilance Officer, MDL.

Section 8 - Independent External Monitor/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:

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

Section 10 - Other provisions:

(1)	This agreement is subject to Indian Law, place of performance and jurisdiction is the Registered Office of the Principal/Buyer, i.e. Mumbai (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 DOCKSHIPBUILDERS LIMITED

(OFFICE SEAL)

Place_____

Date_____

For & on behalf of

Bidder/Contractor

(OFFICE SEAL)

Witness 1:

(Name & Address)

_____

_____

_____

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

Sr.	Description
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8.	Removal from List of Approved Agencies-Suppliers/ Contractors etc.
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10.	Appeal against the Decision of the Competent Authority
11.	Review of the Decision by the Competent Authority
12.	Circulation of the names of Agencies with whom Business Dealings have been banned

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'.	
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.

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.

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 / Contactors, 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

Annexure-14

NON DISCLOSURE AGREEMENT

This NON DISCLOSURE Agreement made at Mumbai, India on this _____ day of _____2014 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

b) MDL has floated a tender and is required to provide certain information to (name of the bidder) to prepare his bid and/or

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:

b) 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.

I 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.

I 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 TWO (02) 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

Address:

Phone No.:

Fax:

E-mail:

To _____

Address:

Phone No.:

Fax No.:

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

Note: The above Agreement is to be drawn up by the contractor on non-judicial stamped paper of value Rs.100/-, if it executed in Maharashtra. However, for other places stamp duty is to be levied as per Stamp Act of respective States.

Annexure -15

EOI (EXPRESSION OF INTEREST) ACCEPTANCE FORMAT

To,

Mazagon Dock Shipbuilders Limited
Outsourcing Department.

EOI Clause No.	Bidder's Remark	EOI Clause No.	Bidder's Remark
	ACC/DEV		ACC/DEV
1		10	
2		11	
3		12	
4		13	
5			
6			
7			
8			
9			

COMPANY'S NAME & ADDRESS:

_____

_____

_____

SIGNATURE:

DATE:

NAME:

DESIGNATION:

BIDDER'S COMPANY SEAL:

NOTE:

(a) Bidders should carefully read the Terms & Conditions of the Expression of Interest (EOI)prior to filling up this acceptance format.

(b) This format should be properly filled, signed and bidder shall upload the scanned copy of the same online.

(c) Bidder(s) should indicate “ACC” for Accepted, “DEV” for Deviation Taken for each clause number in the above table.

(d) Bidder(s) to attach Separate Sheet indicating all relevant details such as Number & description of the Clause, Reasons for Deviation and Alternative suggested for any deviations taken by them.

(e) Clause numbers shown in the above format also includes the sub-clauses under these clauses.

Annexure -16

RTGS / NEFT – MANDATE AUTHORIZATION FORM

MAZAGON DOCK SHIPBUILDERS LIMITED
Dockyard Road, Mumbai – 400 010

1.	Vendor Name	:	
2.	PAN No.	:	
3.	Vendor Address	:	
4.	Vendor's Telephone	:	
5.	E-Mail Address	:	
6.	Bank Name	:	
7.	Bank Address Fax No. Telephone No.	:	
8.	Account No.	:	
9.	Account Type	:	
10.	NEFT Code	:	
11.	RTGS Code	:	
12	MICR No.	:	
13.	Excise No.	:	
14.	GST No.	:	

We hereby declare that the particulars given above are correct and complete. If the transaction is delayed for reason of incomplete or incorrect information, we would not hold MDL responsible.

Date **Suppliers Seal** **Authorized Signature of the suppliers**

Certified that the particular as per Serial No. 1 to 14 are correct as per our records.

Date **Bank's Stamp** **Authorized Signatories of Bank Officer**

Annexure-17

Declaration of Local Content

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

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

IN RESPECT OF EOI No. MDL/EOI/CMV/24

ISSUED BY: (Name of Firm): Mazagon Dock Shipbuilders Limited

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

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

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

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

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

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

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

Tender Item Sr No	Description	Local content calculated as above %	Location of local value addition
I	Design Activity		

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

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

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

SIGNATURE: _____ **DATE:** _____

Seal / Stamp of Bidder