



Mazagon Dock Shipbuilders Limited
(A Government of India Undertaking)
Dockyard Road, Mazagaon, Mumbai 400 010.

PART A OF TENDER
Two Bid Limited E-Tender

Printing & Supply of Annual Report for the year 2024-25.

Tender No.: 2000007962 Tender Date: 01.08.2025 Tender Closing Date & Time: 06/08/2025 14:00 Tender Opening Date & Time: 06/08/2025 14:30 EMD: Not Applicable	Division: Shipbuilding Department: Material Purchase Tel. No.: 2376 2142 E-Mail : pspanesar@mazdock.com Websites: https://eprocuremdl.nic.in & https://mazagondock.in
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Mazagon Dock Shipbuilders Limited invites **on line competitive bids** from reputed Bidders / Vendors in **Two Bid limited System (Techno-Commercial & Price Bid together)** on MDL's e-procurement portal <https://eprocuremdl.nic.in> for the **Printing & Supply of Annual Report for the year 2024-25.**

Issue of Tender Enquiry Document: The Tender Enquiry can be downloaded from our website: <https://eprocuremdl.nic.in> or <https://mazagondock.in>

1. **GEM non-availability report ID:** GEM/GARPTS/31072025/Y52RCTL7GOND
2. This tender is to be filled through E-tendering only on our e-procurement portal. Online Bid on our E-Procurement portal only shall be accepted. Bids submitted in any other form other than online submission will not be accepted.

3. **SPECIAL INSTRUCTIONS TO BIDDERS:**

The Bidder shall submit declaration / certificate as per Enclosure 2 towards compliance of Public Order on Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017. Refer tender clause no. 17 for more details.

Purchase Preference Policy of Make in India Policy of GOI: Only Class-I Local Suppliers & Class-II Local Suppliers are eligible to bid and should mandatorily submit the local content declaration certificate on bidder's letter head. Refer tender clause no. 5 for more details.

Note:

1. For MSE purchase preference, MSE manufacturers registered for tendered item shall only be considered and MSE bidders doing trading activity shall not be considered, firm in process of obtaining MSE certificate / certification received after tender due date, shall not be considered for MSE purchase preference.
2. Item in this tender is non divisible.

4. Scope of Work:

Item Sr. No.	Material Description	Qty.	Unit
100	<p>Annual Reports..... English Deluxe Version Quantity.....200 Size.....210mm*280mm No. of pages296 pages approx. plus 4 cover pages Cover paper250 gsm matt card Inside pages100 gsm matt Printing four colour printing Fabrication & Binding ... Matt lamination on cover, Section Sewing, Perfect Binding Printing Rate per copy (taxes to be mentioned separately) Rate per Copy Per page rate for plus/minus pages for inside pages in the event of variation in the no of pages ... Per page rate Print ready files will be provided by 30.08.2025 (approx.) Dummy Copies Two dummies will be provided before printing Delivery of printed copy Within 15 days of final approval at MDL Mumbai office</p>	200	Nos
200	<p>Annual Reports..... HINDI Deluxe version Quantity.....30 Size.....210mm*280mm No. of pagesApprox. 296 + 4 cover pages Cover paper250 gsm matt card Inside pages.....100 gsm Matt Printing Four colour printing Fabrication & Binding.....Matt lamination on cover, Section Sewing, Perfect Binding Printing Rate per copy (taxes to be mentioned Separately) Rate per copy Per page rate for plus/minus pages for inside pages in the event of variation in the no of pages ... Per page rate Print ready files will be provided by Sep 30, 2025 (approx.) Dummy Copies Two dummies will be provided before printing Delivery of printed copy Within 15 days of final approval at MDL Mumbai office.</p>	30	Nos
300	<p>Annual Reports..... English version (ordinary) Quantity.....500 Size.....210mm*280mm No. of pagesApprox. 296 + 4 cover pages Cover paper210 gsm matt card Inside pages.....70 gsm Maplitho paper Printing Cover- Four colour printing Inside pages-single colour Fabrication & BindingMatt lamination on cover, Perfect Binding Printing Rate per copy (taxes to be mentioned separately) ...Rate per copy Per page rate for plus/minus pages for inside pages in the event of variation in the no of pages ... Per page rate Print ready files provided by Aug 30, 2025 (approx.) Dummy Copies Two dummies will be provided before printing Delivery of printed copy Within 15 days of final approval at MDL Mumbai office.</p>	500	Nos

NOTE:

- (i) Samples / Formats are available with User Department for reference.
- (ii) Printing matter details shall be provided. Proof to be shown before Printing to User Department. The sample should be approved by user Departments before Final Printing. The supply to be made only after the approval of sample.
- (iii) Printing specifications for AR 2024-25 are tabulated below:

Annual Report	2024-25		
Variant	English version (Ordinary)	English version(Deluxe)	Hindi version (Deluxe)
Quantity	500 Nos	200 Nos	30 Nos
Size	210mm*280mm	210mm*280mm	210mm*280mm
No. of pages	Approx 296 + 4 cover pages	296 pages approx + 4 cover pages	Approx 296 + 4 cover pages
Cover paper	210 gsm matt card	250 gsm matt card	250 gsm matt card
Inside pages	70 gsm Maplitho paper	100 gsm matt	100 gsm matt
Printing	Cover- Four colour printing Inside pages - single colour printing	Four colour printing	Four colour printing
Fabrication & Binding	Matt lamination on cover, Perfect binding	Matt lamination on cover, Section Sewing, Perfect Binding	Matt lamination on cover, Section Sewing, Perfect Binding
Printing Rate per copy (taxes to be mentioned separately)	Rate per copy	Rate per copy	Rate per copy
Per page rate for plus/minus pages for inside pages in the event of variation in the no of pages	Per page rate	Per page rate	Per page rate
Print ready files will be provided by	Aug 30 2025(approx.)	Aug 30 2025 (approx.)	Sep 30 2025(approx.)
Dummy Copies	Two dummies will be provided before printing	Two dummies will be provided before printing	Two dummies will be provided before printing
Delivery of printed copy	Within 15 days of final approval at MDL Mumbai office.		

- (iv) It is to be noted that requirement of printing matter may change as per requirement of User Department, Successful Bidders should agree to print the same at no extra cost.

5. Purchase Preference as per PPP-MII and PPP-MSE order:

(5.1) Purchase Preference to Micro and Small Enterprises(MSEs)

Micro and Small Enterprises (MSEs) registered under Udyam Registration or as directed by government are eligible to avail the benefits under the policy. This Policy is meant for procurement of only goods produced and services rendered by MSEs. Traders/Distributors/Sole Agents/Works Contract are excluded from the purview of the policy. MDL has right to place order on MSE Manufacturer and MSE Service

Provider meeting following criteria:

(a) In tender, participating Micro and Small Enterprises (MSE) quoting price within price band of L1+15 (fifteen) per cent shall also be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE and such MSE shall be allowed to supply up to 25(twenty-five) per cent of total tendered value. The 25(twenty-five) per cent quantity is to be distributed proportionately among these bidders, in case there are more than one MSEs within such price band.

(b) Within this 25% (Twenty-Five Percent) quantity, a purchase preference of four (4) per cent is reserved for MSEs owned by Scheduled Caste (SC)/ Scheduled Tribe (ST) entrepreneurs and three (3) percent is reserved for MSEs owned by women entrepreneur (if they participate in the tender process and match the L1 price). However, in event of failure of such MSEs to participate in tender process or meet tender requirements and L1 price, four percent sub-target for

procurement earmarked for MSEs owned by SC/ST entrepreneurs and three (3) percent earmarked to women entrepreneur will be met from other MSEs. MSEs would be treated as owned by SC/ ST entrepreneurs:

- (i) In case of proprietary MSE, proprietor(s) shall be SC / ST;
- (ii) In case of partnership MSE, the SC/ ST partners shall be holding at least 51% (fifty-one percent) shares in the unit;
- (iii) In case of Private Limited Companies, at least 51% (fifty-onepercent) share shall be held by SC/ ST promoters.
- (c) If subcontract is given to MSEs, it will be considered as procurement from MSEs.
- (d) In case of tender item cannot be split or divided, etc. the MSE quoting a price within the band L1+15% may be awarded for full/ complete supply of total tendered value to MSE, considering the spirit of the Policy for enhancing Govt. Procurement from MSEs.
- (e) In respect of items reserved for MSE-Manufacturers, extant guidelines shall be followed. Presently Circular No. S.O. 581(E) dated 23.03.2012 is applicable. The latest list may be seen from the website of the MSME Ministry.

(5.2) Purchase Preference to Make in India 2017

The Government of India has issued revised Public Procurement (Preference to Make in India) order 2017 on 16th Sep 2020 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 in the manner specified below.

Applicability

‘Preference to Make in India’ clause shall be applicable to all procurement undertaken at MDL for tenders which covers goods, services or works or their combination.

Aspects of ‘Preference to Make in India’

(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.

Note: 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.

(b) “Class-I Local Supplier” means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for ‘Class-I local supplier’ under this Order.

(c) “Class-II Local Supplier” means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for ‘Class-II local supplier’ but less than that prescribed for ‘Class-I local supplier’ under this Order.

(d) “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.

(e) “L1” means the lowest tender or lowest bid or lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.

(f) “Margin of Purchase Preference” means the maximum extent to which the price quoted by a “Class-I Local Supplier” may be above the L1 for the purpose of purchase preference. The margin of purchase preference shall be 20% which is to be indicated in tender.

Note:

- Procedure for determination of L1 price for the purpose of deciding eligibility for Purchase Preference shall be stipulated in the tender.
- Price/s of all Class I local supplier/s in a tender is more than 20% of L1’s price no purchase preference shall be applicable.

(g) “Nodal Ministry” means the Ministry or Department identified pursuant to the said Order in respect of a particular item of goods or services or works.

Note: • Indicative product categories and associated Nodal Ministry /Department is placed at Annexure-A.

(h) “Procuring entity” means a Ministry or department or attached or subordinate office of or autonomous body controlled by, the Government of India and includes Government companies as defined in the Companies Act.

Note: Mazagon Dock Shipbuilders Limited (MDL) shall be a procuring entity.

(i) “Works” means all works as per Rule 130 of GFR-2017 and will also include “turnkey works”, Engineering, Procurement and Construction (EPC) contracts.

(j) “Services” includes System Integrator (SI) contracts among other services.

(iii) Eligibility of Suppliers to bid in a tender

(a) In procurement of all goods, services or works in respect of which the Nodal Ministry / Department has

communicated that there is sufficient local capacity and local competition, only 'Class-I local supplier', as defined under the Order, shall be eligible to bid irrespective of purchase value.

(b) Both 'Class-I local supplier' and 'Class-II local supplier' shall be eligible to bid in procurements not covered by para 7.4.20.2(iii) (a) above and undertaken by procuring entities, except when Global tender enquiry has been issued. In global tender enquiries (GTE), 'Non-local suppliers' shall also be eligible to bid along with 'Class-I local suppliers' and 'Class-II local suppliers'. In procurement of all goods, services or works, not covered by para 7.4.20.2(iii) (a) above, and with estimated value of purchases less than INR 200 Crore, in accordance with Rule 161(iv) of GFR, 2017, Global tender enquiry (GTE) shall not be issued except with the approval of competent authority as designated by Department of Expenditure. For the cases pertaining to MoD, Defence Secretary will be the competent authority to approve issue of GTE upto INR 200 Crore based on adequate justification as per MoF DoE PP Division ID Note No F.20/36/2020-PPD dtd 28.10.2020. MDL cases for GTE shall be put up as per mechanism evolved by Defence Secretary.

Special Conditions in GTE Procurements: Agency Commission: The amount of Agency Commission, (normally not exceeding five percent) payable to the Indian Agent should not be more than what is specified in the Agency agreement (a certified copy should be submitted along with the bid) between the bidder and the Indian Agent. The Indian Agent will be required to submit a certificate along with their Agency Commission bill, confirming that the amount claimed as Agency Commission in the bill has been spent/will be spent, strictly to render services to the foreign Principal, in terms of the Agency Agreement. The Purchaser or their authorized agencies and/or any other authority of the Government of India shall have rights to examine the books of the Indian Agent and defects or misrepresentations in respect of the afore indicated confirmation coming to light during such examinations will make the foreign Principal (i.e. the Contractor) and their Indian Agent liable to be banned/suspended from having business dealings with the Purchaser, following laid down procedures for such banning/suspension of business dealings

Note: (1) MoF DoE PP Division ID Note No F.20/38/2020-PPD dtd 18.11.2020 mandates the following to be ensured while sending proposals for the approval of GTE and these shall be followed in accordance with the mechanism evolved by Defence Secretary in vogue at the instance of sending such proposals.

(i) MDL shall, at first, will float domestic tender to identify the domestic manufacturers / service providers for the items / services for which approval is being sought for issuance of GTE.

(ii) MDL to discuss with DPIIT / relevant industrial bodies for identification of domestic manufacturers / service providers and the send the details of such deliberations along with the proposal for GTE.

(iii) MDL to publish 5-year procurement plan before forwarding proposal for the purpose of procurement through GTE.

(2) Items covered under specific contractual obligations from specific nominated supplier / suppliers or other obligations shall be put up for GTE exemption to Defence Secretary giving due justifications (may be obtained from owners).

(3) DPIIT vide OM No. P-45021/102/2019-BE-II PaRT(1)(E-50310) dated 04 Mar 2021 has clarified that bidders offering imported products will fall under the category on Non-local suppliers and they cannot claim themselves as Class-I local suppliers / Class-II local suppliers by claiming the services such as transportation, insurance, installation, commissioning, training and after sales service support like AMC / CMC, etc. as local value addition. Hence, bidders offering imported products will be treated as Non-local suppliers. This shall be included in tender for information and clarity to bidders.

Purchase preference

(a) Purchase preference shall be given to only "Class-I Local Supplier" (Class II Local Supplier are not eligible for purchase preference) in procurements undertaken in the manner specified in the succeeding sub-paras:

(b) The Class-I local suppliers, under PPP-MII Order, participating in any government tender, may or may not be MSEs, as defined under the MSME Act. Similarly, MSEs participating in any government tender, may or may not be Class-I local suppliers. Suppliers may be categorised in following four broad categories for consideration or applicability of purchase preference:

Category	Terminology
Supplier is both MSE & Class-I local supplier	MSE Class-I local supplier
Supplier is MSE but not Class-I local supplier	MSE but non-Class-I local supplier
Supplier is not MSE but is Class-I local supplier	Non-MSE but Class-I local supplier
Supplier is neither MSE nor Class-I local	Non-MSE non-Class-I local supplier

(c) In the procurement covered by para 7.4.20.2(iii) (a) above (Para 3(a) of PPP-MII Order, 2017) for which Nodal Ministry has notified sufficient local capacity and competition, only Class-I local suppliers are eligible to bid irrespective of purchase value. Hence, Class-II local suppliers or Non-local suppliers, including MSEs which are Class-II local suppliers/ Non-local suppliers, are not eligible to bid. Purchase preference shall be accorded as under:

- (i) L-1 is "MSE Class-I local supplier": 100% of the tendered quantity shall be awarded to L-1.
- (ii) L-1 is "Non-MSE but Class-I local supplier" (Divisible in nature): Purchase preference shall be given to MSEs as per PPP-MSE Order. Balance quantity be awarded to the L-1 bidder.
- (iii) L-1 is "Non-MSE but Class-I local supplier" (NonDivisible in nature): Purchase preference shall be given to lowest quoting MSE Class-I local supplier as per PPPMSE Order. If lowest quoting MSE Class-I local supplier does not accept the L-1 rates, the next higher eligible MSE Class-I local supplier is to be given purchase preference and so on. 100% of the tendered quantity shall be awarded to MSE Class-I local supplier accepting L-1 rates. If MSE Class-I local suppliers do not accept L1 rates, then contract shall be awarded to L-1
- (d) In the procurement of goods and services reserved exclusively for procurement from MSEs as per PPP-MSE Order, nonMSEs are not eligible to bid for these items and Purchase preference shall be accorded as under:
 - (i) L-1 is "MSE Class-I local supplier": 100% of the tendered quantity shall be awarded to L-1
 - (ii) L-1 is "MSE non-Class-I local supplier" (Divisible in nature): Purchase preference shall be given to MSE Class-I local supplier as per PPP-MII Order. Balance quantity be awarded to L-1 bidder.
 - (iii) L-1 is "MSE non-Class-I local supplier" (Non-Divisible in nature): First opportunity shall be given to lowest quoting "MSE Class-I local supplier" for matching L-1 bidder as per PPP-MII Order for 100% of the tendered quantity and if lowest quoting "MSE Class-I local supplier" does not accept the L-1 rates, the next higher eligible "MSE Class-I local supplier" is to be given purchase preference and so on. If all "MSE Class-I local suppliers" decline to accept the L-1 rates, then contract shall be awarded to L-1 for 100% of the tendered quantity.
- (e) In the procurement of goods or service which are covered by para 7.4.20.2(iii)(b) above which are divisible in nature (Para 3A(b) of PPP-MII Order), both MSEs as well as Class-I local suppliers are eligible for purchase preference and the Purchase preference shall be accorded as under:
 - (i) L-1 is "MSE Class-I local supplier": 100% of the tendered quantity shall be awarded to L-1.
 - (ii) L-1 is "Non-MSE but Class-I local supplier": Purchase preference shall be given to MSEs, if eligible, as per PPP-MSE Order. Balance quantity be awarded to L-1 bidder.
 - (iii) L-1 is "MSE but non-Class-I local supplier": Purchase preference shall be given to Class-I local suppliers, if eligible, as per PPP-MII Order. Balance quantity be awarded to L-1 bidder.
 - (iv) L-1 is "Non-MSE non-Class-I local supplier": Firstly, Purchase preference shall be given to MSEs as per PPPMSE Order. Thereafter, purchase preference is to be given to Class-I local suppliers for "50% of the tendered quantity minus quantity allotted to MSEs above" as per PPP- MII Order. For the balance quantity, contract be awarded to L-1 bidder. (Kindly refer to the illustrative example in the MoF, DoE OM at Enclosure-II).
- (f) In the procurement of goods, services which are covered by para 7.4.20.2(iii)(b) above and which are not divisible in nature, and in procurement of services where the bid is evaluated on price alone (Items covered under Para 3A(c) of PPP-MII Order, 2017) and both MSEs as well as Class-I local suppliers are eligible for purchase preference Purchase preference shall be accorded as under:
 - (i) L-1 is "MSE Class-I local supplier": Contract shall be awarded to L-1.
 - (ii) L-1 is not "MSE Class-I local supplier " but the "MSE Class-I local supplier" falls within 15% margin of purchase preference. Purchase preference shall be given to lowest quoting "MSE Class-I local supplier" . If lowest quoting "MSE Class-I local supplier" does not accept the L-1 rates, the next higher "MSE Class-I local supplier" falling within 15% margin of purchase preference is to be given purchase preference and so on. If all "MSE Class-I local supplier" do not accept L-1 rates, then Para 7.4.20.3(f)
 - (iii) shall be followed. (iii) If conditions mentioned in sub paras 7.4.20.3(f)(i) and 7.4.20.3(f)(ii) above are not met i.e. L1 is not "MSE Class-I local supplier" and "MSE Class-I local supplier" is not eligible to take benefit of purchase preference as per PPP-MSE Order or all "MSE Class-I local supplier" do not accept L-1 rates, the contract is to be awarded / purchase preference to be given in different possible scenarios as under:
 - (a) L-1 is "MSE but non-Class-I local supplier" or "NonMSE but Class-I local supplier": Contract be awarded to L-1.

(b) L-1 is "Non-MSE non-Class-I local supplier": Firstly, purchase preference shall be given to eligible MSE as per PPP-MSE Order. If MSEs not eligible or does not accept then purchase preference to be given to eligible Class- I Local supplier as per PPPMII Order. If Class-I Local supplier is also not eligible or does not accept then contract be awarded to L-1.

(g) Items reserved for both MSEs and Class-I local suppliers: These items are reserved exclusively for purchase from MSEs as well as Class-I local suppliers. Hence, only "MSE Class-I local supplier" are eligible to bid for these items. Non-MSEs / Class-II local suppliers / Non-local suppliers cannot bid for these items. Hence the question of purchase preference does not arise.

(h) Non-local suppliers, including MSEs falling in the category of Non-local suppliers, shall be eligible to bid only against Global Tender Enquiry. Note: It is to be noted that there is a difference between Items in a tender "being separable / inseparable" or "being divisible / non-divisible". MDL SAP generated PR has provision for indicating whether scope is separable / inseparable in nature which is required for deciding criteria for ranking of bids i.e. on item-wise or on group wise or on overall basis. Similarly, MDL SAP generated PR also has provision for indicating tendered items are divisible / non-divisible i.e. placing parallel contract of particular item and / or service on multiple suppliers i.e. quantities can be divided at item level between multiple suppliers. Accordingly, tender should clearly specify ranking criteria as applicable, divisibility as one or more of the following and appropriately applicable Purchase preference:

(a) Items/ group of items whether separable and whether ranking will be on item / group wise quote.

(b) Items/ Group of items whether divisible and whether ranking will be on item / group wise quote or on overall basis.

(c) Combination of above. (items above means scope of tender and includes goods & services)

(k) Debarment of bidders / suppliers

(i) False Declaration: 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.

(l) Complaints / Grievance: Any complaints / grievances relating to implementation of this order shall be taken up by Public Grievance Cell of MDL headed by GM(F). Fees for filing a complaint under the order shall be Rs. 10,000/- per case. The complaints shall be filed to the Chairman, Public Grievance Cell. 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. The fee shall be deposited in MDL's Account by NEFT. 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 shall be borne by the complainant and paid by the complainant before referring the matter. The bank account details of MDL are as follows:

Beneficiary's Name	Mazagon Dock Shipbuilders Limited
Name of Bank	State Bank of India
Branch	Mazagon Br.
Branch Code	9054
Bank Address	Mazagon Branch, Mazagon, Mumbai - 400 010.

Telephone No. of Bank	23752802
Account No.	10005255246
Account Type	Current Account
IFSC Code	SBIN0009054
RTGS Code	SBIN0009054
NEFT Code	SBIN0009054

Instructions to the Bidders for uploading the Techno-Commercial Bid and the Price Bid through E-Procurement Portal:

MDL's service provider for the website is:

Office E-mail: support-eproc@nic.in

Office Ph. No.: 0120-4200462, 0120-4001002

6. **Delivery Period / Completion Schedule:** The delivery date mentioned in the Tender Enquiry is tentative. The items shall be delivered within 03 Weeks from the placement of order or within 02 weeks from final approval from user department for bulk printing. In addition, L1 Bidder, within 1 week of receipt of PO / printing matter from User Department shall submit 2 sets of draft copies for each line item for proof reading.

7. **Delivery Location:**

Sl. No.	Item to be delivered	Quantity (Nos.)	Location
			Mumbai
100	Annual Report- English Deluxe Version	200	Complete quantity of each lot to be supplied to Mumbai office
200	Annual Report- Hindi Deluxe Version	30	Complete quantity of each lot to be supplied to Mumbai office
300	Annual Report- English Ordinary Version	500	Complete quantity of each lot to be supplied to Mumbai office

- a. **For Mumbai location:** Delivery to be done at MDL's Goods Receiving Section / User Department, Mazagon Dock Shipbuilders Ltd, Mumbai - 400 010

8. **Pre-Qualification Documents:**

- 1) Bidders Shop and establishment registration certificate or registration certificate from registrar of firms or certificate of incorporation from Registrar of Companies or any other valid document that confirms the firm's status. (Not required for permanent registered vendors with MDL).

9. **Additional documents to be submitted along with the bid:**

- Copy of PAN card.
- Declaration by bidders that their firm is GST registered/ non- GST registered / registered under composition Scheme. GST registration certificate.
- Bank details for payment by RTGS / NEFT.
- Copies of valid Registration or Approval certificates in case of Bidder's firms registered with MDL / NSIC / MSME / ISO Certificate

Note: MDL has a right to verify / cross verification of authenticity of the said documents whenever felt necessary. MDL reserve the right to ask for hard copies of above documents for verification purpose. If the document verification is not found satisfactory to MDL or/and on verification if the document not found authentic to MDL, offer is liable for rejection.

10. **Earnest Money Deposit (EMD) / BID BOND:** Not Applicable
11. **Validity Period:** Bids / Offers shall have the validity period of **90 Days** from the tender closing date. **A bid valid for a shorter period shall be liable for rejection.** Technically accepted bidder will be given opportunity to accept validity as per tender in case of shorter validity period quoted by any bidder. In case of Non-acceptance of validity as per tender term thereafter, the firm's offer will be rejected by MDL as non-responsive.
12. **SECURITY DEPOSIT CUM PERFORMACE BANK GUARANTEE (SD/PBG):** Not Applicable
13. **On line submission of bids in Two - bid system:**
Offer must be uploaded in two parts through e-tendering system. Bidders are requested to log on to our e-procurement portal "<https://eprocuremdl.nic.in>" for on-line submission of bids against above tender.
 - A. **Part-I Techno Commercial Bid:**
It shall contain the technical details, commercial terms/conditions of supply (without mentioning price), Un-priced format stating "Quoted" or "Not Quoted" or "NOT Applicable" BUT WITHOUT MENTIONING PRICES against each item of price format/Rate sheet, Acceptance forms for Tender Enquiry Form (TEF), General Conditions of contract (GCC) with details of deviations on technical/commercial terms if any, and other requirements specified in Tender document with proper authorization. Firm should upload their technical offer detailing complete Technical Specification as relevant at Part-I of e-tender in pdf format against our Tender Technical Specifications.

Following should be uploaded:
 - i. Technical Bid in PDF format on your letter head clearly indicating the offer ref. & date to be attached.
 - ii. Acceptance on clauses of Tender Enquiry, GCC in the Prescribed Formats duly stating 'Accepted OR Deviation' as applicable for each of the clause.
 - iii. Un-price bid format clearly indicating 'QUOTED / UNQUOTED' as applicable against the item in the prescribed format along with applicable taxes in percentage.
 - iv. Deviation Sheet if any, shall be uploaded on line in the prescribed format in case of any deviations from Terms, Conditions & Technical requirements specified in Tender Enquiry and GCC.
 - v. Bidders / Suppliers not registered with Mazagon Dock Shipbuilders Limited should upload the additional documents as applicable and described above.
 - vi. Copies of valid Registration or Approval certificates in case of Bidder's firms registered with MDL / NSIC / MSME / ISO shall be uploaded on line.
 - vii. Bank details for payment by RTGS / NEFT / ECS in the format to be uploaded.
 - viii. Scanned copy of certificates (as applicable) as mentioned in Prequalification Documents & Criteria.
 - ix. Bidder shall abide by all the Tender Enquiry Form (TEF), General Terms & Conditions (GCC). Acceptance formats as per Enclosures contained therein whose acceptance should be properly filed.
 - x. In the event we do not receive acceptance format duly filled for Tender Enquiry Form (TEF), Scope of supply & QA requirements, General Terms & Conditions (GCC), Statutory requirements it shall be construed that all the tender terms & conditions are acceptable to you.
 - B **Part-II Standard BOQ (Rate Sheet) format** has been provided with the tender document to be filled by all the bidders. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. Bidders are required to download the BOQ file, open it and complete the colored (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.

14. **Bid Rejection Criteria:**

Following bids shall be categorically rejected.

- i. Bid received after tender closing date and time.
- ii. Bids received other than through e-procurement portal.
- iii. Bidders who are debarred under PPP MII order 2017, GeM, CPP including Tender holiday issued by MDL.

Following bid rejection criteria shall also render the bids Liable for Rejection.

- a. Bidder's failure to submit sufficient or complete details in case of deficiencies noticed for evaluation of the bids.
- b. Incomplete / misleading / ambiguous bids in the considered opinion of TNC/CNC.
- c. Bids with technical requirements and or terms not acceptable to MDL / Customers / External agency nominated as applicable.
- d. Bids received without pre-qualification documents where required as per the tender.
- e. Bids not meeting the pre-qualification parameters stipulated in the tender enquiry.
- f. Bidders not agreeing to give guarantee / replacement of defective tendered item
- g. Bidders not meeting the eligibility criteria given in tender regarding the Class of Supplier as per PPP MII Order 2017.
- h. Unreasonably longer delivery period quoted by the firm.
- i. Validity period indicated by bidders is shorter than that specified in the tender enquiry.
- j. Bidders not uploading valid Municipal License OR valid Registration Certificate from Local/ Government authority for conducting business as applicable while bidding.
- k. Bidders not submitting the declaration certificate for Local Content & location of value addition.
- l. Bidders not indicating / not declaring / not specifying the local content percentage or / and location of local value addition in the declaration certificate
- m. Bidders submitting incomplete declaration certificate for Local Content or declaration certificate not certified by appropriate authority as per tender
- n. Non-submission of Compliance Certificate w.r.t Land Border Clause as per the enclosed format. (Restrictions under Rule 144 (xi) of the General Financial
- o. Bidders not agreeing to give guarantee and not agreeing to replace defective items.

15. Pricing:

- I. Bidder shall quote the prices of all items listed in the price sheet format of the tender enquiry (Enclosure-3) for delivery of the items in MDL store inclusive of all costs towards Raw Material cost, Packing & Forwarding / Freight / Delivery / Transport & Transit Insurance etc. at Mazagon Dock, Mumbai-10.
- II. Unloading of the material at MDL store is responsibility of bidder. Facilities required for unloading of material shall be arranged by bidder at no extra cost to MDL.
- III. The prices quoted shall remain firm and fixed till the execution of the total quantity on the order. No increase / decrease shall be permissible on any account after finalization of the order / till delivery of total quantity on the order.
- IV. In case of any discrepancy in the Un-Price Bid Format and actual On-line Price Bid (BOQ) after opening of the Price Bids, the details (Taxes, duties and any charges) mentioned in the On-line Price bids shall prevail over the details in blank rate schedule format for ranking and evaluation purpose.
- V. However, in case of any deviations, the negotiated terms and conditions acceptable to MDL before Price Bid opening shall prevail over the above.

16. Terms of Payment:

- i. **MDL does not pay any Advance Payment.**
- ii. Part supply part payment will be applicable.
- iii. Payment for the value of supplies, as reduced by any deductibles and / or the amount leviable towards liquidated damages, if any and after including Taxes, Duties etc. may be payable through RTGS / NEFT **within 15 days of receipt & acceptance of material in MDL** along with Goods Receiving Note against submission of following documents: -
 - Invoice (original) + 3 ink signed / carbon copy invoices.
 - Guarantee Certificate on Supplier Letter Head

Bidders shall furnish all the necessary details like name of the Bank / Branch, Branch Code No., Bank Account No., **MICR No.** in their bid as per the RTGS/NEFT format provided on MDL website www.mazagondock.in

- iv. Payment shall be made as per actual quantity received and accepted. The bills to be addressed to DGM (C-MP) and should be forwarded / submitted to Invoice Receipts Section located at South Yard Gate, opposite to Reception Centre, Mazagon Dock Shipbuilders Ltd, Dockyard Road, Mumbai: - 400010.

Note:

1. **E-invoice:** Vendors shall submit E-invoice if they fall under the category of registered persons notified under Rule 48(4) of GST Act.

Vendors who do not submit E-invoice shall **submit declaration** that “We do not fall under the category of registered persons notified under Rule 48(4) of the central GST Rule 2017 and we are not required to comply with e-invoicing provisions under GST Act, as our aggregate turnover in any preceding financial year from 2017-18 onwards has not exceeded Rs.5 Crs as per GST Act.

2. **TDS Declaration:** successful bidder shall submit the TDS declaration in format along with their invoice. Format of TDS declaration is annexed at **Annexure-B**

v.

MSME vendor Payment through TReDS:

“In order to address the financial needs of MSE firms, GoI has introduced a platform for facilitating the financing of trade receivables of MSMEs from buyers, through multiple financiers which is termed as Trade Receivables Discounting System (TReDS). At TReDS, auctioning of invoices at competitive & transparent environment is done by financiers based on Buyer’s credit profile.

- i. MDL is registered on the "Invoicemart" TReDS platform and M1xchange of M/s Mynd Solutions Pvt Ltd.

MSE bidders desirous to receive payments through TReDS platform may avail the facility if they are already registered on

- "Invoicemart" TReDS platform or by registering on it.
Contact details at "Invoicemart" TReDS platform are as below:
Mr Amit Kumar Dutta, Contact no: 8600179668,
Address: TReDS Ltd, A3, 11th Floor, Ashar IT Park, Thane – 400604
 - "M1xchange" TReDS platform or by registering on it.
Contact details at "M1xchange" TReDS platform are as below:
+91 9599224594 Mr. Shaiwal Sinha email id: shaiwal.sinha@m1xchange.com
+91 9800250395 Mr Ankit Singh email id ankit.singh@m1xchange.com
 - "rxil" TReDS platform or by registering on it.
Contact details at " rxil " TReDS platform are as below:
+91 9167708156 Mr. SANTOSH YADAV email id: santosh.yadav@rxil.in
+91 8451975191 Mr. ANGELIN ANBARASAN email id: angelin.anbarasan@rxil.in
Address : Receivables Exchange Of India Limited, 701-702, 7th Floor,
Supremus, E Wing, I-Think Techno Campus, Kanjurmarg East,
Mumbai 400042
- ii. 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 "Invoicemart" / "M1xchange" TReDS platform, shall 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 as per vendor submitted TReDS details on "Invoicemart" / "M1xchange" 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.

Note:

1. Format for the declaration for TDS has to be submitted as per **Annexure – B** annually after the award of the contract.
2. **E-Invoice as per Rule 48(4) of GST Act:**
Vendors shall submit E-invoice if they fall under the category of registered persons notified under Rule 48(4) of GST Act. Vendors who do not submit E-invoice shall submit declaration that “We do not fall under the category of registered persons notified under Rule 48(4) of the central GST Rule 2017 and we are not required to comply with e-invoicing provisions under GST Act, as our aggregate turnover in any preceding financial year from 2017-18 onwards has not exceeded Rs.5 Crs as per GST Act”.

17. Land Border Clause (Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017.

MoF DoE vide OM No 6/18/2019-PPD dated 23 Jul 2020 & 24 Jul 2020 and OM No F.7/10/2021/-PPD(1) dated 23.02.2023 has promulgated restrictions and procedure for buying from a bidder from a country which shares a land border with India under GFR Rule 144 (xi) on the grounds of Defence of India and National Security for information and compliance.

A) Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. The Competent Authority for the purpose of registration under this Order shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT). **The Bidder shall submit declaration / certificate as per Annexure "A" towards compliance of Public Order on Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017.** However, Order will not apply to bidders from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects. Lists of countries to which lines of credit have been extended or in which development projects are undertaken are given in the website of the Ministry of External Affairs

B) "Bidder" for the purpose of this Order (Public Procurement No.1, 2 & 3) (including the term 'tenderer', 'consultant' 'vendor' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.

C) "Bidder from a country which shares a land border with India" for the purpose of this Order (Public Procurement No.1, 2 & 3) 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

Note: "Beneficial owner" for the purpose of above paragraph (C) will be as under:

(i) 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(s), has a controlling ownership interest or who exercises control through other means.

Explanation-

a. "Controlling ownership interest" means ownership of, or entitlement to, more than twenty-five per cent of shares or capital or profits of the company;

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

(ii) 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;

(iii) 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;

(iv) Where no natural person is identified under (i) or (ii) or (iii) 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.

D) "Agent" for the purpose of this Order (Public Procurement No.1, 2 & 3) dtd 23 Jul 2020 & 24 Jul 2020 is a person employed to do any act for another, or to represent another in dealings with third persons.

18. Guarantee / Warranty:

- i. The annual reports print supplied shall be guaranteed for a period of **12 months** from date of receipt and acceptance of items in MDL. During guarantee period, the contractor will have to rectify any defects noticed in the supply either by way of bad material or workmanship during guarantee Period at no extra cost to MDL. In case of failure to address the defect satisfactorily, replacement shall be given for the same free of cost within 5 days.
- ii. The supplier cannot absolve their responsibility for warranty of material even though it is inspected & approved by inspection authorities.
- iii. If the defects are not remedied within a reasonable / stipulated time, MDL may proceed to rectify the defects at the supplier's risk & cost, but without prejudice to MDL rights under the contract.
- iv. During guarantee period, the supplier should have to arrange dispatch of new material and on arrival of new material; defective material should be collected from MDL without any financial implication.

19. Taxes & Duties/GST Clause: GST Compliance:

- i. GST as per GST Laws shall be payable extra as quoted and agreed.
- ii. In case of purchase of goods/ services from unregistered dealer under GST Laws, GST will be paid by MDL under reverse charge mechanism.
- iii. 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 dealer 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.
- iv. 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 Law 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 in MDL or any loss due to delay in availing ITC by MDL loss of ITC to MDL due to errors by vendors at any stage. MDL reserves right it recovers any such interest, penalty or loss from any amount due to Supplier/ Contractor or otherwise.
- v. 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 Law due to non / delayed receipt of goods and / or services and / or tax invoice or expiry of timelines prescribed in GST Law 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.
- vi. 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 these verticals involved in supply of goods and/or services. MDL GSTIN is 27AAACM8029J1ZA and shall mention the same while invoicing and avoid any data entry error on GST portal.
- vii. 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).
- viii. If the vendor is registered under GST, vendor shall file all applicable returns under GST Law 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.
- ix. The rate sheet enclosed with the tender will indicate the rates to be entered under each head whenever 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).
- x. If the GST rating of supplier /contractor on GST portal / Govt. website is found to be negative / blacklisted, then MDL shall reimburse GST to the vendor only after he makes the payment of GST and fulfils all requirements as per GST Law for successful availment of ITC by MDL. Further, MDL is entitled to deduct / recover such GST along with penalties / interest, if any, incurred by MDL.
 - xi. If the vendor is registered under GST, vendor shall be responsible for financial and non- financial consequences in case of non- compliance of GST provisions / requirements / timelines on their part. MDL shall pay the applicable GST taxes to the vendor at actual & supplier/contractor shall pass on the reduction in prices to MDL on account of change in the tax structure.
 - i. **Note:** Any change in tax component/structure due to government regulation during the execution of contract within contractual delivery period the same will be applicable at actual ruling at the time of supply/service/execution (This will however not be applicable in case of extended delivery/completion schedule) of contract after Government Notification.
20. **Modifications to the Bids:** Bidders desirous of submitting modified bids prior to the closing date & time may do so by submitting revised bid online not later than the deadline for submission of bids. Please note that modified bids shall be submitted through E-Procurement system only.
21. **Ranking of Bids & Determination of L-1 Bidder:** Ranking of price bids shall be done on **Overall lowest basis** with “**prices exclusive of GST**” i.e. Techno-commercially qualified overall lowest bidder (GST shall be excluded for ranking of bids to determine L-1 vendor) will be considered for ordering purpose. In the case of composition dealer, since composition dealer is not allowed to charge GST, in such case, evaluation of bid will be on the price quoted by bidder.
24. **Consignee:** The Successful bidder/s shall arrange dispatch of goods by appropriate Rail / Road mode as per the order to “GOOD RECEIVING SECTION / MDL User Department at Mazagon Dock Shipbuilders Limited, Dockyard Road, Mumbai-400010 on all working days (Monday to Friday) between 8.00 hrs to 15.00 hrs. In case truck / tempo reach our location beyond above mentioned time the same may be retained over night at your risk & cost.
- Being door delivery orders, the supplier shall categorically direct the transporter to deliver the ordered items without insisting for consignee copy of the Lorry Receipt.
- The following documents are mandatory to be submitted along with the consignment:
- i. Guarantee/Warranty Certificate on Supplier Letter Head
 - ii. Delivery Challan (3 Original Copies)
 - iii. Order copy and Amendment copy if applicable (Photo Copy)
 - iv. Packing List (Original) if applicable
- Note: The successful bidder shall generate the E-way bill as mandated by GST requirement towards delivery of items at MDL and for taking away the rejected items from MDL.
25. **Inspection:** Receipt inspection by GRS-Inspection and detailed Inspection will be done by MDL User Department along with representative of the Supplier based on the approved sample based on the submission of documents as mentioned below. Any objection raised by User Department against quality of materials shall be satisfactorily corrected by the Supplier, at his expense, including replacement as may be required within 07 working days. The above is applicable even after acceptance of materials and during guarantee period. Rejected materials, if any, shall have to be promptly lifted by the supplier at his own expenses with his labour / transport as the case may be. Failure for lifting the rejected material within one week's time, from the date of intimation of the rejection, will be liable for disposal of the rejected material without notice and also for recovery of ground rent for storage of such material.
- The following documents are to be mandatorily submitted for inspection & ascertaining the acceptance of the supplied material:
- i. Guarantee/Warranty Certificate on Supplier Letter Head
 - ii. Delivery Challan with MDL CISF PASS IN Stamp
 - iii. Order copy and Amendment copy if applicable (Photo Copy)

iv. Packing List (Original) if applicable

26. **Public Grievance Cell:** A Public Grievance Cell has been set up in the Company headed by Shri R R Kumar, GM (Tech). Members of public having complaints or grievances are advised to contact on Wednesday between 10.00 hours and 12.30 hours in office in New Service Block or send their complaints / grievances in writing for redressal. Tel. No. is 2376 3512
27. **Liquidated Damages:**
 (a) Time is an essence of the contract therefore the job, as ordered, should be completed on the dates mutually agreed upon in accordance with the delivery schedule. In cases of delay not attributable to Purchaser beyond the agreed schedule, the Successful bidder shall pay liquidated damages, a sum representing 0.5% (Half per cent) per week or part thereof of the progressive Order Value, subject to maximum of 5% of the final progressive Order / Contract value. LD will be applicable on the value of the undelivered portion of goods on delivery date mentioned in the progressive purchase order.
 (b) Contractor will also be liable to pay Liquidated Damages as mentioned above for late delivery of Guarantee Certificate.
28. MDL reserves the right to accept/reject any or all offers in part / full without assigning any reasons whatsoever. In case of any dispute, our decision in this matter shall be final and legally binding on you. MDL reserves the right to consider placement of Order / Contract in part or in full against the tendered quantity or reject any or all tenders without assigning any reason. MDL reserves the right to order lesser quantity than indicated for items in the tender.
29. **Risk Purchase & Order Cancellation:**
 In case of delay beyond contractual delivery period, MDL reserves the right to cancel the order and procure the ordered material from any available source at MDL's option and discretion and entirely at your risk and cost. Extra expenditure incurred by MDL in doing so will be recovered from you. MDL also reserves the right to cancel the order at your risk and cost if the progress of work is not considered satisfactory and it is felt that you are not likely to meet the contractual delivery date.
30. **Indemnity:** You shall hold harmless and keep MDL indemnified against all claims arising as a result of infringement of any patent rights on account of manufacture, sale or use of articles covered by the order.
31. **Option Clause:** MDL retains the right to place orders for additional quantities up to a maximum of 50% of the originally contracted quantity at the same rate and terms of the contract. Such an option shall be available during the original period of contract. Option quantity during extended Delivery period is limited to 50% of balance quantity after original delivery period.
32. In case bidders are unable to submit their offer against this tender, we would appreciate a regret letter citing reasons for not quoting.
33. We look forward to your participation in on-line bidding by offering your most competitive and reasonable bid against this tender.
34. **E-procurement Portal Helpline and Training:** In case of any clarifications, bidders are requested to contact the undersigned, before the closing date of the tender. Bidders can also contact toll-free customer help line of e-procurement portal <https://eprocuremdl.nic.in>

User guide is available on the home page of the above-referred web site. In addition, it has 24x7 Customer Help Desk no. +91 120 4200462. Bidders intending to witness the Tender opening shall log on to <https://eprocuremdl.nic.in> using digital signatures for witnessing the opening.

35. Contact Person for any clarification:

In case of any clarifications, bidders are requested to contact the undersigned, before the closing date of the tender.

Tel. No.: (022) 2376 2142/2145	Fax No.: (022) 2373 3249
Email: pspanesar@mazdock.com , vmurali@mazdock.com	Website: https://mazagondock.in

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

Yours faithfully,
For MAZAGON DOCK LIMITED,
Paramjeet Singh
M(C-MP)

Enclosure	-	1	:	General Conditions of Contract (GCC)
Enclosure	-	2	:	Instructions to the bidders
Enclosure	-	3	:	Unpriced rate Sheet
Annexure	-	A	:	Declaration of Compliance of order
Annexure	-	B	:	Format for the declaration for TDS

Uploaded on e-procurement portal:

- i. TEF Acceptance form
- ii. GCC Acceptance form
- iii. Un-price Bid Form
- iv. Vendor details Form
- v. BOQ - Price Bid Rate Sheet

ENCLOSURE :1**GENERAL CONDITIONS OF CONTRACT (GCC) FOR GOODS AND SERVICES**

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

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

7. EXTENSION OF DELIVERY PERIOD (Applicable for Goods) (a) If at any time during the currency of the contract, the contractor encounters conditions hindering timely delivery of the Goods and performance of incidental Works/ Services, he shall promptly inform MDL in writing about the same and its likely duration. He must make a request to MDL for an extension of the delivery schedule. On receiving the contractor's communication, MDL shall examine the situation and, at its discretion, may agree to extend the delivery schedule, with or without liquidated damages and with and without denial clause by issuing an amendment to the contract. (b) Conditions for Extension of Delivery Period When the period of delivery is extended due to unexcused delay (Note: please ensure that unexcused delay is defined. Otherwise replace "unexcused delay" with the "delays attributable") by the contractor, the amendment extending the delivery period shall, inter alia, be subject to the following conditions: (i) Liquidated Damages MDL shall recover from the contractor, under the provisions of this clause, liquidated damages on the Goods and incidental Works/ Services, which the contractor has failed to deliver within the delivery period stipulated in the contract. (ii) Denial Clause (aa) No increases in price on account of any statutory increase in or fresh Imposition of GST, customs duty or on account of any other taxes/ duty/ cess/ levy), leviable in respect of the Goods and incidental Works/ Services stipulated in the said contract which takes place after the original delivery date, shall be admissible on such of the said Goods, as are delivered after the said date; and (ab) Notwithstanding any stipulation in the contract for an increase in price on any other ground, including price variation clause or foreign exchange rate variation, or any other variation clause, no such increase after the original delivery date shall be admissible on such goods delivered after the said date. (ac) Nevertheless, MDL shall be entitled to the benefit of any decrease in price on account of reduction in or remission of GST, customs duty or on account of any other Tax or duty or any other ground as stipulated in the price variation clause or foreign exchange rate variation or any other variation clause which takes place after the expiry of the original delivery date. (c) Liquidated damages If the contractor fails to deliver any or all of the Goods or fails to perform the incidental Works/ Services (e.g. installation, commissioning or operator training) within the time frame(s) incorporated in the contract, MDL shall, without prejudice to other rights and remedies available to MDL under the contract, deduct from the contract price, as agreed liquidated damages, but not as a penalty, a sum equivalent to the 0.5 % percent (excluding taxes) of the delivered price of the delayed Goods and/ or incidental Works/ Services for each week of delay or part thereof until actual delivery or performance, subject to a maximum deduction of the 5% of the delayed Goods' or incidental Works/ Services' contract price(s). Besides liquidated damages during such a delay, the denial clause shall also apply. Any failure or delay by any sub-contractor, though their employment may have been sanctioned shall not be admitted as a ground for any extension of time or for exempting the contractor from liability for any such loss or damage as aforesaid.

8. DEFAULTS, BREACHES & TERMINATION OF CONTRACT (Applicable for Goods and Services) 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 honor his obligations relating to the performance of the contract or ethical standards or

any other obligation that substantively affects MDL's rights and benefits under the contract, it shall be treated as a breach of Contract. Such defaults shall include inter-alia: (i) Default in Performance and Obligations If the contractor fails to deliver any or all of the Goods or fails to perform any other contractual obligations (including Code of Integrity or obligation to maintain eligibility and Qualifications based on which contract was awarded) within the period stipulated in the contract or within any extension thereof granted by MDL. (ii) Insolvency If the contractor is wound up or ceases to otherwise trade or is unable to pay its debts as and when they fall due or is otherwise subject to any insolvency procedure. (iii) If a receiver or similar official is appointed overall or any of the assets of the contractor or a petition is presented for its winding up or it entered into a composition with its creditors; (b) Notice for Default As soon as a breach of contract is noticed, a show-cause 'Notice of Default' shall be issued to the contractor, giving two weeks' notice, reserving the right to invoke contractual remedies. After such a show-cause notice, all payments to the contractor would be temporarily withheld to safeguard needed recoveries that may become due on invoking contractual remedies. (c) Terminations for Default (i) Notice for Termination for Default: In the event of unsatisfactory resolution of 'Notice of Default' within two weeks of its issue as per sub clause above, MDL if so decided, shall by written Notice of Termination for Default sent to the contractor, terminate the contract in whole or in part, without compensation to the contractor. (ii) Such termination shall not prejudice or affect the rights and remedies, including under sub-clause below, which have accrued and/ or shall accrue to MDL after that. (iii) Unless otherwise instructed by MDL, the contractor shall continue to perform the contract to the extent not terminated. All warranty obligations, if any, shall continue to survive despite the termination. (d) Contractual Remedies for Breaches/Defaults or Termination for Default If there is an unsatisfactory resolution within this period, MDL shall take one; or more of the following contractual remedies. (i) Temporary withhold payments due to the contractor till recoveries due to invocation of other contractual remedies are complete. (ii) Call back any loaned property or advances of payment, if any, with the levy of interest at the prevailing rate (MIBID - Mumbai Interbank Bid Rate). (iii) Recover liquidated damages and invoke denial clause for delays. (iv) Encash and/ or Forfeit performance or other contractual securities. (v) Prefer claims against insurances, if any. (vi) Terminate contract for default, fully or partially including its right for Risk and-Cost Procurement as per following sub-clause. (vii) Risk and Cost Procurement In addition to termination for default, MDL shall be entitled, and it shall be lawful on his part, to procure Goods same to those terminated, with such terms and conditions and in such manner as it deems fit at the "Risk and Cost" of the contractor. Such 'Risk and Cost Procurement' must be initiated (viz. AIP/PR/Tender) within six months from the termination of Contract. The Contractor shall be liable for any loss which MDL may sustain on that account provided the procurement, or, if there is an agreement to procure, such agreement is made. The Contractor shall not be entitled to any gain on such procurement, and the manner and method of such procurement shall be in the entire discretion of MDL. (Note: deleted being contrary to law). (Note: No contractor would give security after the termination of the contract) Note: Regarding the Goods which are not readily available in the market and where procurement difficulties are experienced, the period for making risk procurement shall be nine months instead of six months provided above. (viii) Initiate legal proceedings in a for the recovery of the losses and damages, not addressable by the above means.

9. CLOSURE OF CONTRACT (Applicable for Goods and Services) 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 (Applicable for Goods and Services) 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.

11. PRESERVATION AND MAINTENANCE (Applicable for Goods) Should any material require any preservation till its final installation/fitment, the detailed procedure (Long term and short term) for the same as also the time of interval after which the state of preservation needs to be reviewed is to be stated by the Bidder/Supplier/Contractor. Further the de-preservation prior to the material/equipment being commissioned and the maintenance procedure together with its periodicity is also to be indicated by the Bidder / Supplier / Contractor.

12. FREIGHT AND INSURANCE. (Applicable for Goods) (a) For Indigenous Bidders Bidder shall quote for 'Door Delivery to Purchaser,' all charges towards door delivery viz. transport, Insurance charges etc. shall be borne by the Bidder / Supplier / Contractor. (b) For Foreign Bidders For overseas bidders, bidder shall agree for supplying the goods on CIF/CIP, Incoterm basis. The Bidder / Supplier / Contractor shall immediately on despatch of the items, inform all relevant details of despatch such as Order Number, Bill of Lading/AWB Number marked as Freight Paid, Insurance policy/document, number of packages, value of consignment, invoice number etc. as per contractual terms.

13. DEMURRAGE (Applicable for Goods) Storage, and Demurrage, fines etc. charges will be payable by the Bidder / Supplier / Contractor for all shipments in case of improper documentation, wrong declarations, error in weight measurements, packing list, invoice, late receipt of documents etc. i.e. for reasons which are not attributable to the purchaser.

14. CANCELLATION OF TENDER (Applicable for Goods and Services) 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. (Applicable for Goods and Services) 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.

16. REJECTION OF MATERIALS (Applicable for Goods) If the Goods, or any portion thereof of the equipment found defective / rejected, the Supplier / Contractor shall collect the same from MDL's Stores, all incidental charges being borne by him (inclusive of Custom duty, if payable), within 30 days from the date of intimation to the Supplier / Contractor of such rejection. If not collected within 30 days, MDL shall recover storage charges @ 1 % per month maximum up to 5% of cost of rejected items. MDL reserves the right to dispose off the rejected items at the end of a total period of six months in any manner to the best advantage to MDL and recover consequential damages maximum up to order value.

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

19. TRANSFER OF SUPPLIERS / CONTRACTOR'S RIGHTS (Applicable for Goods and Services) 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 (Applicable for Goods and Services) 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 (Applicable for Goods and Services) 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 (Applicable for Goods and Services) 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 (Applicable for Goods and Services) 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 (Applicable for Goods and Services) 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 (Applicable for Goods and Services) 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 (Applicable for Goods and Services) 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 (Applicable for Goods and Services) MDL being a Defence Public Sector Undertaking, Bidder / Supplier / Contractor undertakes that their personnel deployed in connection with the entrusted work will not indulge in any activities other than the duties assigned to them.

28. DISPUTE RESOLUTION MECHANISM AND ARBITRATION (Applicable for Goods and Services) (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 scrutinize 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 (Applicable for Goods and Services) 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 (Applicable for Goods and Services) 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 (Applicable for Services) 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 (Applicable for Services) 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 (Applicable for Services) 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 (Applicable for Services) 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 (Applicable for Services) The Contractor / Bidder, where applicable, shall cover his employees deployed in the Purchaser's Yard (a) under the Employees' Provident Funds and Miscellaneous Act, 1952, (b) under the Family Pension Scheme, and (c) under the Employees' Deposit Linked Insurance Scheme and pay the contributions both in respect of his employees and his own. He shall submit all the necessary returns and other particulars periodically as prescribed under the said Act. Contractor / Bidder shall cover from the first day working all his contract labour on MDL jobs by filling requisite returns to concerned Statutory authorities and obtaining Code Numbers / Account Numbers. Contractor / Bidder shall remit employees' and employers' contributions directly to the concerned authorities along with Inspection and Administrative Charges as per relevant provisions of the concerned Acts and Schemes made there under within 15 days from the close of every month. The Contractor / Bidder must submit copies of P. F. dues payment challans, copy of Form No. 12 (A), copy of form No. 6 (A) (Annually) and copies of Muster Roll of their workmen every month to Corporate Personnel Department before renewal of passes for entry into the yard. The Contractor / Bidder must also attend to P. F. Inspections by concerned authorities and submit copy of the Inspection Report. The Contractor / Bidder through his own P. F. code number shall fill in P. F. / Pension settlement forms of all the employees engaged in Purchaser's Yard, well in advance of last working day and forwards the said settlement forms to the respective P. F. Commissioner's office for settlement. Contractors who are yet to obtain PF code shall apply for Code 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 (Applicable for Services) 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 (Applicable for Goods & Services) 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 (Applicable for Services) 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(Applicable for Goods and Services) 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.

ENCLOSURE: 2

Instructions to the Bidders for uploading the Techno-Commercial Bid and the Price Bid through E-Procurement Portal:

- **Official service provider for the website is**

NIC,
E-mail: eproc-support@gov.in
Office Ph. No.: 0120-4200462, 0120-4001002,

- **Pre-requisites for up-loading the Techno-Commercial Bid**

- (i) Compatible computer hardware software set-up to access e-procure website.
- (ii) "Digital Signature Certificate" class II B (DSC) is a must for downloading the tender and uploading the techno commercial offer from our website <https://eprocuremdl.nic.in>.
- (iii) "Digital Signature Certificate" class III B (DSC) can be obtained from our service provider n-code solutions or from any agency like (a) MTNL (b) TCS (c) SIFY.

- **To ensure availability of above prerequisite is bidders responsibility**

- (i) It is mandatory to upload the complete techno-commercial offer and the price bid on e-procurement.
- (ii) No part of the bid other than original EMD (if applicable) shall be accepted physically / hard copy outside e-procurement.
- (iii) Price bids shall strictly be uploaded in appropriate / allotted place in the tender, available in e-procurement so that it remains secured encrypted unreadable in the system.
- (iv) In no circumstances, the price bids shall be forwarded or uploaded in any other form.
- (v) Entire responsibility of the uploading of the complete techno-commercial bid along with the price bid shall be that of the bidder.
- (vi) No request / complaint shall be entertained after the due date/time of the tender.
- (vii) Non availability of any of the prerequisites or last minute calls seeking clarifications / projecting problems shall not entitle a bidder to seek request for extension of due date.
- (viii) Any problem with regard to uploading of the tender to shall be intimated NIC at least 24 hours in advance to the tender closing time & date. However, it will not be considered as reason for extension of due date of the tender.
- (ix) Request for extension, if at all to be made, shall be forwarded at least 3 working days in advance to the tender closing date / time with proper reasoning. The request shall be put up to the competent authority for consideration on the merit of the case. MDL reserves all rights in this regard & decision of MDL shall be binding to the applicant.

It is important to note that the bidders can upload their bids right from the time the tender is available at website. It is advisable that the bidder uploads the bid well in time rather than wait till last minute to avoid situations wherein he is unable to successfully upload the bid for various reasons which cannot be addressed then due to lack of time.

- **Special instructions to Bidders for online bidding:**

- (i) Bidders should login well in advance to enable them to complete their bid submission before the closing time of the tender.
- (ii) Bidders should submit their bid well in advance to avoid last minute frantic calls.
- (iii) Bidders should follow all the instructions enlisted on the front page of e-procure web page.
- (iv) Bidders should ensure Hardware & Software compatibility as well as Digital Signature available on front page of e-procure web site. Request for extension of due date shall not be entertained due to non-availability of these

tools.

- **Bidders to participate in on-line bidding**

- (i) By registering with above referred portal for User ID and password.
- (ii) By obtaining class II DSC (Digital Signature Certificate) for secured bidding

NOTE: In case any vendor intending to respond against the tender and is not having the DSC to facilitate uploading of his bid, should approach the Service Provider at least 10 working days in advance of the tender closing date requesting DSC. The request so made to the Service Provider should simultaneously be forwarded to MDL Dealing Officer. In case the DSC is not received within 3 to 4 working days, the GM (M) be informed and the DSC if not received from the Service Provider three working days in advance, for suitable extension to tender closing date then only the tender due date shall be considered.

Bidder name:

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ANNEXURE-A**Declaration of Compliance of Order (Public Procurement No.1, 2 & 3) dtd 23 Jul 2020 & 24 Jul 2020 on Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017**

This declaration must form part of all tenders & it contains general information and serves as a declaration form for all bidders. (Before completing this declaration, bidders must study the General Conditions, Definitions, Govt Directives applicable in respect of Public Procurement No.1, 2 & 3) dtd 23 Jul 2020 & 24 Jul 2020 on Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017 & prescribed tender conditions).

DECLARATION BY AUTHORISED SIGNATORY OF THE FIRM

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

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

2) I have read the Order (Public Procurement No.1, 2 & 3) dtd 23 Jul 2020 & 24 Jul 2020 on the subject of Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017 regarding restrictions on procurement from a bidder of a country which shares a land border with India and comply to all the provisions of the Order

3) I certify that M/s (*name of bidder entity*) **is not from such a country or, is from such a country (strike out whichever is not applicable)**, has been registered with the Competent Authority. I hereby certify that this SUPPLIER fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority is attached]

4) I understand that the submission of incorrect data and / or if certificate / declaration given by M/s (*name of bidder entity*) is found to be false, this would be a ground for immediate termination and further legal action in accordance with law as per Clause 12 of the Public Order on Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017

AUTHORISED SIGNATURE: _____

DATE: _____

Seal / Stamp of Bidder

ANNEXURE: B**Declaration for TDS****COMPANY NAME on letter Head****Date:-****TO WHOMSOEVER IT MAY CONCERN****Subject: Declaration in relation to New Provision under Section 194Q, 206AB & 206CC of the Income tax act 1961.**

We, **company name**, registered office at **_____** having Permanent Account number (PAN) **_____**, Tax Deduction Account number (TAN) **_____**, hereby confirm that, we have duly filed the Income-tax Returns for the following Financial Years within the time limit of filing of Return u/s 139(1) of the Income tax Act, 1961.

S.No.	Particulars	Reference No. / Acknowledgement No. & date
1	ITR filed for AY 2020-21 (FY 2019-20)	Data to be filled by company
2	ITR filed for AY 2021-22 (FY 2020-21)	Data to be filled by company
3	ITR filed for AY 2022-23 (FY 2021-22)	Data to be filled by company
4	ITR filed for AY 2023-24 (FY 2022-23)	Data to be filled by company

We understand that Tax is to be deducted at source as per provisions of Chapter XVIIIB of the Income Tax Act, 1961 at higher of the following rates, if the Return of Income is not filed during any of these preceding financial years: -

- (a) at twice the rate specified in the relevant provision of the Act; or
- (b) at twice the rate or rates in force; or
- (c) at the rate of 5 percent

Total sales which will be made by **company name** during the FY 2024-25 is exceeding/ not exceeding Rs 50 lakhs.

We do hereby declare that to the best of our knowledge and belief what is stated above is correct, complete and is truly stated. In case the declaration founds incorrect / incomplete / untrue, we undertake to fully indemnify you on account of any additional tax liability, interest or penalty imposed / levied / recovered from you by the Income Tax Authorities.

Signature & Stamp of Authorized representative of Company