



माझगाव डॉक शिपबिल्डर्स लिमिटेड

**Mazagon Dock Shipbuilders Limited**

Formally Mazagon Dock Limited (A Government of India Undertaking)

डॉकयार्ड रोड, माझगाव, मुंबई-400 010

Dockyard Road, Mazagon, Mumbai- 400 010.

**Division:** Shipbuilding, **Department:** Material-Purchase, **Tel. No.:** 2376 2141/2142

**Fax No.:** 2373 8151

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**Website:** <https://mazagondock.in>

**E-TENDER ENQUIRY FOR SUPPLY OF VISITING CARDS ON BRC BASIS.**

<b>Tender No/ निविदा क्र.:</b> <b>GM(M)/SKS/BRC/VISITING CARD/2024-2026</b>	<b>TENDER CLOSING DATE &amp; TIME:</b> <b>12/04/2024 2PM</b>
<b>Tender Date/ निविदा तिथि: 22/03/2024</b>	<b>/ TENDER OPENING DATE &amp; TIME</b> <b>12/04/2024 3PM</b>

Dear Sir/Madam,

Mazagon Dock Shipbuilders Limited invites competitive bids on e-procurement portal (<https://eprocuremdl.nic.in>) in **Two-Bid System** (Part-I Techno Commercial Bid and Part-II Price Bid) for supply of visiting Card on **Biennial Rate Contract** (BRC) basis as per the description & tender enquiry. This tender is to be filed through E-tendering mode only on our e-procurement portal. Online Bid on our E-Procurement portal only will be accepted. Bids submitted in any other form other than online submission will not be accepted.

**Issue of Tender Enquiry Document:** The Tender Enquiry is available on <https://eprocuremdl.nic.in> & also on our website <https://mazagondock.in> (path: Tenders->Shipbuilding-Material Purchase) and CPP Portal for download purpose & bidders can submit their offer online on our website <https://eprocuremdl.nic.in>

**GEM availability report ID- GEM/GARPTS/20032024/CYGLNC2T236H**

**1. Description of Work / Supplies:**

Sr. No.	Material Description	Unit	Qty
1	Visiting Card Type, A for AGM and above rank. 300 GSM Kentex Card. (92 X 55mm) Environment Friendly Tear able, Screen Printing on both sides in Hindi and English (Bilingual). On Both side printing in two colors i.e. MDL Monogram in Golden Foiling and rest of the matter to be printed in Single Color either Blue or Black. Item is divisible ( <b>100 Visiting cards in each box</b> )	Box	<b>400</b>
2	Visiting Card Type B for DGM and below rank. 300 GSM Indian Ivory White Card (92 X 55mm) Environment Friendly Tear able, Screen Printing on both Sides in Hindi and English (Bilingual). On both sides MDL Monogram and the matter to be printed in Single Color either Blue or Black as per Sample given by user. Item is divisible ( <b>100 Visiting cards in each box</b> )	Box	<b>4000</b>

**Note:**

**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**

- i. The quantities indicated in Table above in Clause No. 1 is approximate requirement under BRC and progressive order/s will be placed separately on as and when required basis during the tenure of the contract under the BRC. MDL is not bound to place the orders for the quantities indicated tentatively under BRC. MDL reserves the right to order more / less against a particular Item as per the provisional of the tender clause.
- ii. Samples / Formats are available in Material Purchase Department. Prior to submission of quote bidder must visit MDL, Material Purchase Department to see and understand the scope of work. 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.
- iii. **Vendor should have filled the "Enclosure 6 Declaration of scope of work" at the time of visit to MDL Material purchase department, which is Signed by MDL Material purchase representative & Vendor. Prior to visit vendor should give Intimation to undersigned. Contact details (022 2376 2141) Email Id [sksudhansu@mazdock.com](mailto:sksudhansu@mazdock.com)**  
**Vendor should Upload the duly signed "Enclosure 6" at the time of submission of bid.**
- iv. During the entire period of BRC the supplied visiting card can be subjected to testing the specified parameters in terms of GSM, paper quality. If it is identified that the cards are not meeting specification as per tender requirement the same shall be replaced free of cost.
- v. In general, an order for 200 Cards will be released for each Executive. However, Minimum Quantity Ordered will be 100 Cards in some Cases.
- vi. The Bidders are requested to quote for all items.
- vii. Bidders are requested to quote unit rate per Box (100 Cards) item wise only.
- viii. If the bidders find discrepancies in, tender conditions / specifications or other documents, or have any doubts as to the meaning or intent or any part thereof, they should inform MDL of the same prior to submission of offer.
- ix. The quantities indicated above are approximate biennial requirement. MDL reserve the right to order less or more quantities, if required.
- x. Progressive orders shall be issued during the tenure of the BRC.
- xi. Vendor should come to collect the original PO copy & format of visiting card. Whenever order is placed.
- xii. If the bidders find discrepancies in, tender conditions / specifications or other documents, or have any doubts as to the meaning or intent or any part thereof, they should inform MDL of the same prior to submission of offer.
- xiii. Labeling/Marking, Packing, Workmanship & Finishing are to be done as per the standard industrial practice. The rate quoted should be inclusive of labeling/Marking, Packing.
- xiv. **Proof Reading:** Successful bidder shall obtain proof reading from every individual executive for printing of visiting card. The entire responsibilities of getting proof reading approval from respective executives and delivery to end user is with bidder only.
- xv. MDL reserves the right to accept 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.
- xvi. 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 not bound to order the tendered quantity.
- xvii. MDL reserve the right to terminate this rate contract at any time during its tenure without giving any notice and without assigning any reason whatsoever.

- xviii. Supply of the visiting card as per approved samples has to be effected throughout the BRC period, failing which Risk Purchase clause will be invoked.
- xix. It is to be noted that requirement of matter / format will change as per requirement of User Department, Successful Bidders should agree to print the same at no extra cost.
- xx. At the time of delivery, the supply has to be made to the GRS (Goods Receipt Store) first and then to individual Executives/Department and receipt/acceptance signature for the supply from the concerned Executive on Order Copy given by GRS to be obtained by successful bidder on whom BRC will be placed.

## 2. Delivery:

The material to be delivered **within Three (3) weeks** from date of placement of progressive order against the contract (BRC).

Note:

- i. If bidder quotes delivery period more than MDL's required date, bidder's offer will be loaded at the rate of 0.5% per week while evaluating L-1 position.
- ii. If the bidders find discrepancies in, tender conditions / drawings, specifications or other Documents, or have any doubts as to the meaning or intent or any part thereof they should inform MDL of the same prior to bid submission.

## Delivery Schedule:

- i. Within 03 weeks from the date of placement of progressive purchase order.
- ii. Proof / Sample to be submitted within 01 Week from the placement of order and supply to be completed within two weeks from the date of proof / sample approval.

**Note:**

- a) The entire responsibilities of getting proof reading approval from respective executives and delivery to end user is with bidder only.
- b) The printing matter details shall be provided along with progressive purchase order. However, proof to be shown before manufacturing of visiting cards to User Department. The printing matter should be approved by User Departments. The supply to be made only after the approval of sample / proof checking against progressive PO.
- c) The offer should be on the basis of free delivery to MDL Mumbai.
- d) The items to be delivered by the contractor should accompany a copy of progressive purchase order and the delivery challan giving all necessary details, such as items description, quantity etc. Please note that delivery of any item will not be accepted in absence of challans duly receipt stamped on the same by the CISF Security at Main Gate.
- e) The supply of visiting card during entire period of BRC should be as per Tender, In the event the result is found deviating in paper quality entire supply will be rejected & contract may terminate.
- f) The visiting card shall be delivered to individual respective executive of the MDL of various departments after endorsing the delivery challans at Security Gate by CISF as well as Good Receiving Section (GRS). The record for the receipt of the Visiting cards duly accepted by the respective MDL executive will be the complete responsibility of the firm. The delivery challans such endorsed by the Security Personnel (CISF) and GRS along with the receipt record shall be submitted along with the invoice for payment purpose.

## 3. Contract Period:

- i. Contract period will be for Two Years (24 Months) from the date of contract subject to meeting all the requirements including quantity, quality and timely deliveries to the satisfaction of MDL.
- ii. Extension of the Contract Period: The contract shall be extendable, at the sole discretion of MDL, at the same terms and conditions including price, for a further period of **12 months (Twelve months)** after completion of BRC period. The firm will have to continue to supply for the extended period without any alternation/modification to rates, terms and conditions of the contract.

- iii. The firm will have to continue supply for the extended period without any alternation/modification to rates, terms and conditions of the contract.

#### 4. Option Clause:

- i. MDL retains the right to place orders for additional quantities up to maximum of 50% of the originally contracted quantity at the same rates and terms of the contract. However, this option will be applicable to the original period of the contract.
- ii. The Bidder should confirm that they have no constraints whatsoever with their infrastructure, raw materials, labor etc. to meet 100% / 150% (In case of option clause) of the quantities on projection to execute the contract for ordered items on as and when required basis in a phased manner irrespective of their work load at a particular time during the tenure of the contract.
- iii. In case of item wise quantity of particular item indicated in BRC is exhausted / consumed within the validity of the contract, MDL may enhance the quantity of that particular item up to the total BRC value within the validity period of the contract.

#### 5. Pre-Qualification Documents and Criteria:

Bidders should upload the following documents along with their (Part-I) bid online and based on these documents their techno-commercial offer will be prequalified and evaluated for acceptance of Part-I offer:

- i. Bidders Company Profile and shop & establishment registration certificate/ registration certificate from local body for conducting business.
- ii. **Duly filled & signed “Enclosure 6” witnessed by the MDL material purchase executive.**

##### Notes:

- i. MSE manufacturers registered with Mazagon Dock Shipbuilders Limited should upload a copy of valid registration certificate.
- ii. MSE manufacturer shall indicate the Enterprises status to be indicated Micro / Small as relevant.
- iii. MDL reserves the right to demand for a hardcopy of any of the above documents or other related documents, if required. MDL has the right to verify / cross verification of authenticity of the said documents whenever felt necessary. Bidders shall comply with the same, or else the bid will be liable for rejection.

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

##### (6.1)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.

### **(6.2) 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. Following purchases shall be exempted from application of this Order:

- (a) Requirements where the estimated tender value is less than INR 5 Lakhs. However, it shall be ensured that procurement is not split for the purpose of avoiding the provisions of the said Order.

#### **Aspects of ‘Preference to Make in India’**

(i) The tenders where ‘Preference to Make in India’ clause is applicable shall clearly mention tender conditions towards minimum local content, the margin of purchase preference and the procedure for ‘Preference to Make in India’ which shall not be varied during a particular procurement transaction.

(ii) In order to make the above provisions in tender, it is required to understand the terminology / definitions used in the policy and make provisions as is applicable to a tender:

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

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.

### **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" (Non- Divisible 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 L-1 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, non-MSEs 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 "Non-MSE 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: Items/ group of items whether separable and whether ranking will be on item / group wise quote. Items/ Group of items whether divisible and whether ranking will be on item / group wise quote or on overall basis. Combination of above.

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

(i) **Parallel Contracts:** In case of parallel contracts tender also Purchase Preference to MSE & Class I Suppliers shall be applicable and shall be accorded in accordance with para 3B Order Public Procurement (preference to Make in India) Order 2017 dated 16.09.2020 or amended thereon.

(h) **Reciprocity Clause:**

(i) Entities of countries which have been identified by the nodal Ministry / Department as not

allowing Indian companies to participate in their Government procurement for any item related

to that nodal Ministry shall not be allowed to participate in Government procurement in India

for all items related to that nodal Ministry / Department, except for the list of items published by the Ministry / Department permitting their participation.

(ii) The term 'entity' of a country shall have the same meaning as under the FDI Policy of DPIIT as amended from time to time.

(i) **Manufacture under license / technology collaboration agreements with phased Indigenization:** If the concerned nodal ministry has notified an upper threshold value of procurement beyond which foreign companies shall enter into a joint venture with an Indian company to participate in the tender, then foreign companies may enter into a joint venture with an Indian company to participate in the tenders whose tender value is above the threshold value and that Such joint ventures are exempted from meeting the stipulated minimum local content requirement in such tenders, which shall be increased in a phased manner.

(j) **Imported products:** Bidders offering imported products will fall under the category of 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.

**(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**

**7. Validity Period:**

Bids / Offers shall have the validity period of 120 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.

**8. Earnest Money Deposit (EMD) / Bid Bond: NA**

**9. On line submission of bids in two - bid system:**

Bids must be uploaded in two parts i.e. **Part - I** (Techno-Commercial bid) & **Part - II** (Price bid) as appearing on line:

**Part I: Techno Commercial Bid** 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 Terms & Conditions(GT&C) and Standard Terms & Conditions(STACS), 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 including make, type, shade etc. as relevant at Part-I of e-tender in pdf format against our Tender Technical Specifications

**Part-I:** Following should be uploaded:

- i. **Technical Bid in PDF format on your letter head clearly indicating the offer ref. & date to be attached.** Technical Bid mentioning the detailed description / technical specification, Make, type, shape etc. as against tender technical specification along with compliance statement tender material description.
- ii. Acceptance on clauses of Tender Enquiry, GT&C and STACS in the Prescribed Formats duly stating 'Accepted OR Deviation' as applicable for each of the clause.
- iii. **A standard Blank BOQ (Blank 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 necessary details, such as Taxes, other charges etc. in the format

provided and no other format is acceptable. Bidders are required to download the Blank BoQ file, open it and complete the colored (unprotected) cells with their respective above details. 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. Price shall not be quoted in this part.

- 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 the STACS, Tender Enquiry and GT&C.
- v. Bidders / Suppliers not registered with Mazagon Dock Shipbuilders Limited should upload the additional documents as applicable and described above.
- vi. MSME registration certificate indicating as a MSE manufacturer for tendered item.
- vii. Bank details for payment by RTGS / NEFT in the format to be uploaded.
- viii. **Duly filled signed “Enclosure 6 declaration of scope of work”**
- ix. Scanned copy of valid Registration or Approval certificates (if any) as detailed below:
  - a. Registration with MDL
  - b. Scanned image of PAN card shall be uploaded
  - c. PQ documents as mentioned as clause no.5
  - d. GST registration certificate.
  - e. Authorization letter from OEM.

**Part-II: A standard BOQ (Rate Sheet) format** has been provided with the tender document to be filled by all the bidders for tendered item. 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 while 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. Please refer replica of rate sheet at **enclosure 1** for reference only.

## 10. Bid Rejection Criteria:

### Following bids shall be categorically rejected.

- i. Bid received after tender closing date and time.
- ii. Bidders who are debarred under PPP MII order 2017, GeM, CPP including Tender holiday issued by MDL.
- iii. **Bidders not visited MDL, (Material Purchase Department) to see and understand the scope of work & not submitted the duly filled & signed “enclosure 6” witnessed by the MDL Material purchase executive at the time of submission of bid.**

### 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. High sea Sales/sales in transit
- g. Bidders not agreeing to furnish Performance Bank Guarantee for Equipment supplied / Services rendered or not agreeing for retention of equivalent amount

- by MDL up to the period till completion of contractual & Guarantee / Warranty obligations.
- h. Bidders not agreeing to give guarantee / replacement of defective tendered item
  - i. Bidders not meeting the eligibility criteria given in tender regarding the Class of Supplier as per PPP MII Order 2017.
  - j. Unreasonably longer delivery period quoted by the firm.
  - k. Validity period indicated by bidders is shorter than that specified in the tender enquiry.
  - l. Bidders not submitting the PO copies for similar supply.
  - m. Bidders not uploading valid Municipal License OR valid Registration Certificate from Local/ Government authority for conducting business as applicable while bidding.
  - n. Bidders not submitting the declaration certificate for Local Content & location of value addition.
  - o. Bidders not indicating / not declaring / not specifying the local content percentage or / and location of local value addition in the declaration certificate
  - p. Bidders submitting incomplete declaration certificate for Local Content or declaration certificate not certified by appropriate authority as per tender
  - q. 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
- r. Bidders not agreeing to give guarantee and not agreeing to replace defective items.

## 11. Pricing:

- I. Bidder shall quote the prices of all items listed in the price sheet format of the tender enquiry (Enclosure-1) 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.

## 12. 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: -
  - i. Invoice (original) + 3 ink signed / carbon copy invoices.
  - ii. 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](http://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.50 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 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:  
[022 6235 7373](tel:02262357373) and a new mail id [service@invoicemart.com](mailto:service@invoicemart.com).
- "M1xchange" TReDS platform or by registering on it. Contact details at "M1xchange" TReDS platform are as below:  
+91 9920455374 MsAshwathi Jayandran email id [ashwathi.jayandran@m1xchange.com](mailto:ashwathi.jayandran@m1xchange.com)  
+91 8839915724 Ms Prinyaka Shah email id [prinyaka.shah@m1xchange.com](mailto:prinyaka.shah@m1xchange.com)

- 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: Format for the declaration for TDS has to be submitted as per Annexure – B after the award of the contract.

**13. 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 recover 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.

**14. Guarantee / Warranty:**

- i. The visiting card 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.

**15. SECURITY DEPOSIT CUM PERFORMACE BANK GUARANTEE (SD/PBG): NA**

- 16.** Bidder shall abide by all Standard Terms and Conditions of Supply (STACS), GT&C as per format at Stage Name: Part -I (Techno – Commercial Bid). Deviation if any shall be clearly indicated. All other (than those stated above) terms & conditions of General Terms & Conditions (GT & C), MDL Standard Terms & Conditions (STACS) shall be applicable to this tender. Bidder shall abide by all TEF, Standard Terms and Conditions of Supply (STACS), GT&C, and Acceptance formats as per Enclosures contained therein should be properly filled and submitted by the bidder along with part - I bid. In the event, we do not receive acceptance formats duly filled for TEF, STACS & GT & C, it shall be construed that all our tender terms & conditions are acceptable to you. **Any deviation from MDL Tender Enquiry, GT&C & STACS should be specifically highlighted, failing which it will be construed that the same are acceptable to you.**

**17. Loading Criteria:**

Deviations sought by the bidder in respect of variation in techno-commercial terms, shall be negotiated before price bid opening for normalization and thereafter the deviations acceptable to MDL will be loaded on the bidder/s quoted price during evaluation for ranking purpose. The loading criteria given below will be adopted.

**Loading Criteria:** Deviations sought by the bidder in respect of Freight, insurance, Payment terms, Delivery period shall be loaded on the bidder/s quoted prices commercial terms & condition before tender opening & price bids if deviated terms are acceptable to MDL. An illustration of the loading criteria that will be adopted is at Illustrative [Enclosure 3](#) The Loading Criteria that will be adopted as detailed below:

- i. Payment Terms - It is desirable that the bidder accepts the Payment Terms indicated. Varied payment terms quoted by bidders as compared to the terms stated in the Tender document shall be normalized by adopting the SBAR [State Bank Advance Rate (Prime lending rate of SBI)] + 2% thereon on the amount(s) at variation and/or for the period (in no. of days) at variation.
- ii. Delivery of the goods at MDL premises should be responsibility of the supplier. However, for unavoidable reasons, if bids are exclusive of transport and / or insurance, the same will be added at the cost to be incurred by MDL.
- iii. For the additional delivery period sought by the bidder over the stipulated date of delivery as per Tender, 0.50% per completed week will be loaded to the quoted price.
- iv. Deviations sought in respect of rate per week and / or maximum ceiling in respect of liquidated damages shall be loaded to the quoted price. For example, the maximum ceiling towards liquidated damages stipulated in the Tender is 5% and the bidder seeks to limit it to, say 3.50% then the price quoted will be loaded by 1.5%. If the rate of LD per week is 0.50% per week or part thereof as per tender and the bidder seeks it as, say, 0.40% per week or part thereof, the maximum ceiling on LD as per tender will first be equated to weeks (10 weeks in this case) and the rate proposed by the bidder i.e. 0.40% will be multiplied by the so equated maximum period (which works out to 4%)

and the quoted price will be loaded accordingly by 1%. Delivery being the essence of the contract, it is desirable if the bidder(s) adhere to the stipulated clause.

### 18. Ranking of Bids & Determination of L-1 Bidders:

- I. Ranking of Price bids shall be done on overall basis of “prices exclusive of GST” on overall lowest price basis after normalizing for deviations, i.e. Techno-commercially qualified lowest bid (GST shall be excluded for ranking of bids to determine L-1 vendor) will be considered for ordering purpose.
- II. If any variations in statutory levies, the break up in respect of taxes, duties and levies is clearly and separately furnished in the bid and MDL is satisfied that the rates of taxes indicated therein are in line with the tax law so that escalation due to variation in the taxes can be justifiably considered to the extent legitimately allowable on the base amount(s) indicated in the bid. Therefore, bidder is requested to show the break up regarding taxes as applicable in the bid.
- III. 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.
- IV. In case of purchase of goods/ services from unregistered dealer under GST Laws, GST will be paid by MDL under reverse charge mechanism.

**Note:** On-line ranking visible to the bidders after opening part II price bid is without loading parameters. However, the lowest bid will be evaluated offline by applying all applicable loading parameters and clarifications negotiated before Price Bid Opening, during techno-commercial scrutiny /TNC/CNC meeting as mentioned in the tender document

### 19. FREAK LOW QUOTES:

If the L-1 quote is substantially lower than estimate or NLPP, the placement of order in such cases, results into either non-performance of the vendor or delayed performance or cancellation of orders at the risks and costs at so belated stage that the adverse effect of this has already occurred on project schedule.

(a) If the quoted L-1 rate is less than Cost Estimate / NLPP by more than 40% w.r.t. Cost Estimate / NLPP and if the quoted L-1 rate is less than L2 by more than 30% w.r.t. L2 then such quote is to be treated as freak low quote.

(b) Freak low meeting shall be conducted by PNC along with representative of estimate section and workability of prices to be examined. The proper justification to be sought from bidder. CFA for order placement for freak low items shall be respective CFA based on the recommendation by PNC along with representative of estimate section. The details of the deliberations shall be recorded.

(c) No additional Bank Guarantee (BG) shall be sought in case of freak low bid.

(d) Only in case of compelling circumstances to obtain additional BG in case of freak low bids, it shall be done with the approval of the next higher authority than the tender approving authority and same shall be stipulated in the tender. In such cases the tender shall be vetted & concurred by respective PE(F).

### 20. Consignee: Mazagon Dock Shipbuilders Limited, Mumbai.

The Successful bidder/s shall arrange delivery of supplies in MDL to “GOOD RECEIVING SECTION” (MDL’s Store) at Mazagon Dock Shipbuilders Limited, Dockyard road, Mumbai-400010, on working days (Monday to Friday) between 8.00 hrs to 15.00 hrs (Lunch Time 11.30 to 12.00 hrs). In case truck / tempo reach our yard beyond above time the same may be retained over night at supplier’s risk & cost.

The following documents are mandatory to be submitted along with the consignment:

- a. Invoice (Original) + 3ink carbon copy /signed copy.
- b. Original Delivery Challans duly stamped by the CISF at main gate.
- c. End user’s receipt signature on the order copy.
- d. Order copy and Amendment copies if applicable.
- e. Original self-certificate of confirming specifications of paper quality and GSM as per tender requirement for each delivery (Every PO) of visiting card.

- f. **Responsibility of E-way Bills:** Responsibility of compliance of E-way bills if applicable as per government rules shall be completely on the Bidder / Vendor.

**21. Supply on MDL Holidays:**

Request for permission for delivery on Saturday / Sunday / holidays if required, should be submitted 3 working days prior to the date of holiday, to Personnel department and Security through concerned Dept.

**22. Liquidated Damages:**

- i. 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 Order Value, subject to maximum of 5% of the final Order / Contract value. LD will be applicable on the value of the undelivered portion of goods on delivery date mentioned in the purchase order.
- iii. Contractor will also be liable to pay Liquidated Damages as mentioned above for late delivery of Guarantee Certificate.

**23. Inspection:**

In case of any defect is noticed in the supplies, the supplier shall collect the same at his cost from the MDL, all incidental charges being born by supplier.

- a. **Receipt Inspection:** MDL user dept. / Inspection Section shall carry out necessary inspection of the items on receipt in the MDL on the basis of appropriate MDL Inspection system requirements & the Inspection documents submitted by suppliers. Any objection raised by MDL inspection team against quality of material or workmanship shall be satisfactorily corrected by the supplier at his expenses including replacement as may be required within shortest possible time within 30 days. Items damaged during transit shall also be rectified or replaced by the supplier within shortest possible time.
- b. **Rejection of the material:** Any portion of the supply found defective/rejected, the supplier shall collect the same at his cost from the MDL Yard, all incidental charges being born by supplier, (inclusive of custom duty, if payable), within 30 days from the date of intimation to the supplier of such rejection. The MDL reserves the rights to dispose off the rejected item at the end of a total period of 90 days in any manner, to the best advantage to the MDL & recover storage charges & any consequential damages, from sale proceeds of such disposal.

**24. 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.

**25. Public Grievance Cell:**

A Public Grievance Cell headed by ED(EY) has set up in the Company. Members of public having complaints or grievances are advised to contact him on Wednesday between 10.00 hours and 12.30 hours in his office or send their complaints / grievances to him in writing for redressal. **Telephone No: 2376 3506.**

**26. 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.

**27. 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.

28. MDL reserves the right to accept 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 not bound to order the tendered quantity.
29. In case of improper on line filing of Acceptance formats of Standard terms & Condition (STACs), General Terms & Conditions (GT&Cs) & Tender Enquiry Form (TEF) or if no deviation is mentioned, it will be constructed that all terms and conditions are acceptable to you. Further Bidder shall abide by GT&Cs, TEF & STACs, Statutory requirements & Official Secret ACT 1923 & Safety clause.
30. Bidders will not be entitled to any increase in rate of taxes occurring during the period of extended delivery completion schedule if there is delay in supplies / completion attributed to him. However, if there is a decrease in taxes, the same must be passed on to MDL.
31. Contract Extension Clause: The contract period is for Two year, is extendable for further period of **12 months** at the discretion of MDL at the same rates, terms & conditions subject to satisfactory performance of the supplier.
32. **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.
33. MDL shall not be bound by any printed conditions or provisions in the sellers bid forms or acknowledgement of contract, invoices, packing list and any other documents which support to impose any conditions at variances with the tender terms/ final negotiated & accepted terms.

In case bidders are unable to submit their offer against this tender, we would appreciate a regret letter citing reasons for not quoting.

In case of any clarifications, bidders are requested to contact the undersigned, before the closing date of the tender Tel. No. 2376 2141/2142.

Yours faithfully,  
For MAZAGON DOCK SHIPBUILDERS LIMITED,

Sanjeev Sudhansu  
Manager **(C-MP)**

**Enclosure – 1 – Rate Sheet format for E-tender**

**Enclosure – 2 – Instruction for e-tendering.**

**Enclosure – 3 – Illustration for loading criteria.**

**Enclosure – 4 – Standard Terms & Conditions (STACS).**

**Enclosure – 5 – General Terms & Conditions of the Tender Enquiry.**

**Enclosure -6- Declaration of Understanding the scope of work**

**ANNEXURE-A- GFR**

**ANNEXURE-B- COMPANY NAME on letter Head**

**NOTE: Following Formats are available on MDL website - [www.mazdock.com](http://www.mazdock.com) Path (Tenders-> Ship Building- Material Purchase) and same is the part of tender enquiry.  
RTGS / NEFT / ECS Format.  
Statutory requirements, Official Secret Act 1923 & Safety clause.**



**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.

**ENCLOSURE - 3****ILLUSTRATION OF LOADING CRITERIA****A.**

Sr. No.	Description	Foreign Vendor 100% import content	Indigenous vendor with part import content	Indigenous vendor without import content
1.	Basic Price Quoted	a) FOB b) CIF	a) Ex-works b) Delivered to MDL Stores	a) Ex-works b) Delivered to MDL Stores
2.	Add : Insurance Charges	In case of 1(a)	In case of 1(a)	In case of 1(a)
3.	Add Sea / Air Freight charges / Inland Road Transport	In case of 1(a)	In case of 1(a)	In case of 1(a)
4.	Customs Clearance / Port Handling / Transportation to Yard	In either case i.e. FOB or CIF	Nil	Nil
5.	Cost (ex-MDL) excluding taxes & duties without loading towards any deviation.	Sr. Nos. (1+2+3+4) if FOB price quoted OR CIF price + Sr. No. 4	Sr. Nos. (1+2+3)	Sr. Nos. (1+2+3)

**B. Financial Loadings:**

6.	Variation in payment terms			
7.	Income tax & Service tax on Technical Services / Service Engineers liability to MDL.			
8.	Production Norms such as Scrap %, output - input ratio			
9.	Base date for price variation clause			
10.	Cost (ex-MDL) excluding taxes & duties after loading for variation in financial term.	Sr. Nos. 5 + 6 + 7 + 8 + 9		

**C. Loading on Account of deviations in following commercial terms:**

11.	Security deposit / Contract performance guarantee			
12.	Equipment performance guarantee			
13.	Additional delivery period sought over stipulated period as per tender			
14.	Additional time sought for supplying binding data			
15.	Liquidated damages per week rate / maximum ceiling			
16.	Cost (ex-MDL) excluding taxes & duties after loading for variation in financial and commercial term.	Sr. Nos. 10 + 11 + 12 + 13 + 14 + 15		

**D. Landed cost:**

17.	Taxes and Duties			
18.	Landed Cost	Sr. Nos. 17+18		

Evaluated cost for the purpose of ranking and evaluation will be as per Cost excluding taxes & duties as per Sr. No.

**ENCLOSURE - 4****STANDARD TERMS AND CONDITIONS (STACS)**  
**(For Purchase of Items)**

101. The word '**Purchaser**' refers to MAZAGON DOCK SHIPBUILDERS LIMITED (MDL), a Company registered under the Indian Companies Act, 1913 and it includes its successors or assignees.
102. The word '**Bidder / Supplier / Contractor**' means the person / firm / Company who undertakes to manufacture and/or supply and/or undertake work of any nature assigned by the Purchaser from time to time and includes its successors or assignees.
103. The word '**Owner**' means the person or authority with whom Mazagon Dock 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 Defense Production, Ministry of Defense, Government of India, the Indian Navy, the Coast Guard and any other specified authority.
120. **GENERAL**
121. 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 STACS.
200. **COMMUNICATION & LANGUAGE FOR DOCUMENTATION**
201. 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 & all documentation shall be same, which the Purchaser has used, in the tender enquiry.
210. **PURCHASER'S PROPERTY**
211. 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.
212. 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.
220. **RISK PURCHASE**
221. If the equipment / article / service or any portion thereof be not delivered / performed by the scheduled delivery date / period, any stoppage or discontinuation of ordered supply / awarded contract without written consent by Purchaser or not meeting the required quality standards the Purchaser shall be at liberty, without prejudice to the right of the Purchaser to recover Liquidated Damages / penalty as provided for in these conditions or to any other remedy for breach of contract, to terminate the contract either wholly or to the extent of such default. Amounts advanced or part thereof corresponding to the undelivered supply shall be recoverable from the Contractor / Bidder at the prevailing bank rate of interest.

222. The Purchaser shall also be at liberty to purchase, manufacture or supply from stock as it deems fit, other articles of the same or similar description to make good such default and/or in the event of the contract being terminated, the balance of the articles of the remaining to be delivered there under. Any excess over the purchase price, cost of manufacture or value of any articles supplied from the stock, as the case may be, over the contract price shall be recoverable from the Bidder / Supplier / Contractor.

**230. RECOVERY-ADJUSTMENT PROVISIONS**

231. 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.

**240. ADDITIONAL BANK GUARANTEE**

241. In case after opening of price bid of technically cleared firms, it is noted that L-1 firm has quoted very low rates and indicates to withdraw from the tender then EMD shall be forfeited and firm may be given tender holiday including intimation to other PSUs. If the rates quoted are less than MDL estimates by 40% or so and if the difference in rate between L1 and L2 is 30% or more then the firm will have to give additional BG of 20% of the PO value as additional security. Bank charges for this additional BG shall be borne by MDL and reimbursed against proof of payment.

**250. INDEMNIFICATION**

251. The Bidder / Supplier / Contractor, his employees, licensees, agents or Sub-Supplier / Subcontractor, 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.

**260. TRANSFER OF SUPPLIERS / CONTRACTOR'S RIGHTS**

261. 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.

**270. SUBCONTRACT & RIGHT OF PURCHASER**

271. 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.

**280. PATENT RIGHTS**

281. 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.

**290. AGENTS/AGENCY COMMISSION**

291. The seller confirms and declares to the buyer that the seller is the original manufacturer or authorized distributor/stockiest of original manufacturer of the stores 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 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.

**300. USE OF UNDUE INFLUENCE / CORRUPT PRACTICES:**

301. The Bidder / Supplier / Contractor undertakes that he has not given, offered or promised to give, directly or indirectly any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the Purchaser or otherwise in procuring the contract or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the Contract with the Purchaser for showing or forbearing to show favor or disfavor to any person in relation to the Contract or any other Contract with the Purchaser. Any breach of the aforesaid undertaking by the Bidder / Supplier / Contractor or any one employed by him or acting on his behalf (whether with or without the knowledge of the Bidder / Supplier / Contractor) or the commission of any offence by the Bidder / Supplier / Contractor or any one employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1980 or the Prevention of Corruption Act, 1947 or any other Act enacted for the prevention of corruption shall entitle the Purchaser to cancel the contract and all or any other contracts with the Bidder / Contractor / Supplier and recover from the Bidder / Supplier / Contractor the amount of any loss arising from such cancellation. Decision of the Purchaser or his nominee to the effect that a breach of the undertaking has been committed shall be final and binding on the Bidder / Supplier / Contractor.
302. The Bidder / Supplier / Contractor shall not offer or agree to give any person in the employment of Purchaser any gift or consideration of any kind as "Inducement" or "reward" for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the contract/s. Any breach of the aforesaid condition by the Bidder / Supplier / Contractor or any one employed by them or acting on their behalf (whether with or without the knowledge of the Bidder / Supplier / Contractor) or the commission of any offence by the Bidder / Supplier / Contractor or by any one employed by them or acting on their behalf which shall be punishable under the Indian Penal Code 1980 and/or the Prevention of Corruption by Public Servants, shall entitle Purchaser 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 Security Deposit, encashment of the Bank Guarantee and refund of the amounts paid by the Purchaser.
303. In case, it is found to the satisfaction of the Purchaser that the Bidder / Supplier / Contractor has engaged an Agent or paid commission or influenced any person to obtain the contract as described in clauses relating to Agents / Agency Commission and use of undue Influence, the Bidder / Supplier / Contractor, on a specific request of the Purchaser shall provide necessary information / inspection of the relevant financial document / information.

**310. IMMUNITY OF GOVERNMENT OF INDIA CLAUSE**

**311.** It is expressly understood and agreed by and between M/s. (Bidder / Supplier / Contractor) and Mazagon Dock 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.

**320. EXPORT LICENCE**

**321.** 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 & cost implications on the Purchaser.

**330. BANNED OR DE-LISTED CONTRACTORS / SUPPLIERS**

**331.** The Bidder / Supplier / Contractor declares that they being Proprietors / Directors / Partners have not been any time individually or collectively blacklisted or banned or delisted 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.

**340. DUTY OF PERSONNEL OF SUPPLIER/SUPPLIER**

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

**350. DISPUTE RESOLUTION MECHANISM AND ARBITRATION****351. 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.

ii) In case of non-settlement by (i) above, if at any time, before, during or after the contract period any unsettled claim, dispute or difference arose between the parties, upon or in relation to or in connection with or in any way touching or concerning this tender/agreement/order/contract, the same shall be referred to the concerned Functional Director.

The Functional Director shall then nominate an Executive of the rank of General Manager whom he thinks fit and competent or a Committee of Executives who/which shall then scrutinise the claims/disputes that have been referred to the concerned functional Director and make efforts for amicable settlements by mutual discussions/negotiations.

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

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

**352. ARBITRATION:** Unresolved disputes/differences, if any, shall then be settled by arbitration. The Arbitration proceedings shall be conducted at Mumbai, India, in English Language, under the Arbitration & Conciliation Act, 1996.

MDL prefers to have arbitration through Institutes such as Indian Council of Arbitration (ICA)/ICA-DR, with the mutual consent of the parties.

**353.** 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.

**354.** Any changes to arbitration clause must be vetted by HOD (Legal) before incorporation in contract/PO.

**360. JURISDICTION OF COURTS**

361. 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.

**370. INDIGENIZATION (ONLY FOR P15B & P17A PROJECTS)**

371. Bidders while participating shall provide details on list of items being imported, proposed Indigenization content, Model & Plan towards indigenization in their techno-commercial offer. The proposed indigenization plan shall be formulated in such a manner that there is a progressive increase towards indigenization as well as items indigenized across the shipsets as follow:

Ship Set	1st	2nd	3rd	4th	5th	6th	7th
Indigenization %							
Proposed item being indigenized (List here)							

**372. REJECTION OF OFFER:**

Bidders not agreeing to accept Indigenization clause, Purchase preference and/or Price preference clause and submission of INDBG shall be categorically rejected. Bidders with more than 50% FE content (Indian firm) & less than 30% INR content (Foreign firms) are liable for rejection.

**373. PREFERENTIAL TREATMENT:**

**PURCHASE PREFERENCE:**

i. Tenders where all bids are from Indian supplier:

Purchase Preference shall be extended to bidders where the difference in FE content of L1 & L2 is more than 10% of FE content of L1 firm and the difference in overall quote of L1 & L2 is less than 10% of the L1 firm.

ii. Tenders where all bids are from Foreign supplier:

Purchase Preference shall be extended to bidders where the difference in INR content of L1 & L2 is more than 10% of INR content of L1 firm and the difference in overall quote of L1 & L2 is less than 10% of the L1 firm.

iii. Tenders where all bids are from both Indian & Foreign supplier:

Purchase Preference shall be extended to Indian bidders where the difference in overall quote of L1 & L2 is less than 10% of the L1 firm. L1 firm being a foreign firm.

**PRICE PREFERENCE:**

MDL reserves the right to go for even "Price Preference" in case, level of Indigenization is considerably high by a firm which is otherwise not L1.

**374. INDIGENIZATION BANK GUARANTEE (INDBG):**

Supplier who enjoys the advantage of Indigenization clause with Purchase / Price preference shall submit Bank Guarantee as per GT&C Clause No. A 210.

**ENCLOSURE - 5****GENERAL TERMS & CONDITIONS (GT&C) FOR ITEMS & SERVICES****(EXCLUDING CIVIL WORKS)****A10. Blank****A20. SECURITY DEPOSIT**

**A21.** The successful bidder shall submit a Security Deposit @ 5% of the value of the Order in the form of Demand Draft / Bank Guarantee in the prescribed format in favor of Purchaser within 15 days from date of LOI / Order / Contract. The Security Deposit will be returned only after the successful execution of the order / contract. Refund of Security Deposit whenever considered admissible by the Purchaser, shall be without interest only.

**A30. FORFEITURE OF EMD / BID BOND**

**A31.** In cases of withdrawal of bid during validity period or during any extension granted thereof, non-acceptance of agreed conditions of Technical and or Commercial and or Price Negotiations, non-submission of the security deposit and / or non-acceptance of the order the EMD or bid security will be forfeited or encashed as the case may be.

**A40. FORFEITURE OF SECURITY DEPOSIT**

**A41.** Non-performance of agreed terms and or default / breach by Bidder / Vendor / Contractor will result in forfeiture of security deposit with application of risk purchase provisions as felt appropriate by the Purchaser.

**A50. FORFEITURE OF PERFORMANCE GUARANTEE**

**A51.** In the event of Bidder / Vendor / Contractor failure to attend the Guarantee defects within a reasonable period of time, the Performance Bank Guarantee will be encashed by the Purchaser. The Purchaser's decision shall be final and binding on Bidder / Vendor / Contractor in this regard.

**A60. SUPPLIES**

**A61.** The equipment / products / items / Services to be supplied shall be strictly in accordance with the Drawings / Specifications / Requirements indicated in the Tender Enquiry / Order with deviations, if any, as mutually accepted.

**A70. PROGRESS REPORTING & MONITORING**

**A71.** Where so stipulated in the order, the Bidder / Vendor / Contractor shall render such reports from time to time as regards the progress of the contract and in such a form as may be called for by the Purchaser.

**A80. CANCELLATION OF ORDER**

**A81.** The Purchaser reserves the right to cancel an order forthwith without any financial implications on either side, if on completion of 50% of the scheduled delivery / Completion period the progress of manufacture / Supply is not to the satisfaction of Purchaser and failure on the part of the Bidder / Vendor / Contractor to comply with the delivery schedule is inevitable. In such an event the Bidder / Vendor / Contractor shall repay all the advances together with interest at prevailing bank rates from the date of receipt of such advances till date of repayment. The title of any property delivered to Purchaser will be reverted to the **Bidder / Vendor / Contractor** at his cost.

**A82.** In case of breach / non-compliance of any of the agreed terms & conditions of order / contract. MDL reserves the right to recover consequential damages from the vendor / contractor on account of such premature termination of contract.

A83. In case of delay beyond agreed period for liquidated damages or 10weeks from contractual delivery period whichever is earlier, MDL reserves the right to cancel the order and procure the order items / services from any available source at MDL's option & discretion and entirely at your risk and cost. Extra expenditure incurred by MDL in doing will be recoverable from you.

**A90. PRESERVATION AND MAINTENANCE**

A91. Should any material require any preservation till its final installation / fitment, the detailed procedure (Long term & 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 / Vendor / Contractor.

A92. 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 / Vendor / Contractor.

A93. The Bidder / Vendor / Contractor in their offer must confirm that indigenous oil, lubricants and preservatives, etc. can be used in the equipment. The bidder must also give assurance that the equipment performance will not be downgraded by use of indigenous equivalents.

**A100. FREIGHT & INSURANCE:**

A101. **For Indigenous Bidders:** In cases where the offers are for 'Door Delivery to Purchaser', transit freight & Insurance charges shall be borne by the Bidder / Vendor / Contractor. In other agreed cases of Ex-works / Ex-Transporter's warehouse or Railway godown offers, the Bidder / Vendor / Contractor on dispatch, shall give details of materials with dispatch particulars and their value in time to Purchaser's Insurance Company on the contact details as provided in the order. In such agreed cases, the freight & insurance charges will be paid by the purchaser directly to the parties concerned.

A102. **For Foreign Bidders:** For overseas supplies on CIF basis. Freight & Insurance up to port of destination (Sea/Air) shall be arranged by the Supplier/Contractor. The Bidder / Supplier / Contractor shall immediately on dispatch of the items, inform all relevant details of dispatch such as Order Number, Bill of Lading/AWB Number marked as Freight Paid, Insurance policy/document, number of packages, value of consignment, invoice number directly to Purchaser's insurance Company & Purchaser in time. In case of delivery term other than CIF/CIP, the freight & insurance charges will be paid by the purchaser directly to the parties concerned.

**A110. TAXES & DUTIES / STATUTORY LEVIES**

A111. Taxes and duties applicable, if any, shall be regularized by MDL by issuing necessary exemption certificates in respect of procurement for Defense Projects. Bidder shall indicate separately the taxes and duties applicable in their offer. When the items qualify for exemption partly/fully but the supplier did not avail of the same, the amount of taxes and duties on such supplies shall be to supplier's account. In cases where exemption certificates are not issued for any reason, taxes shall be paid as indicated in the Purchase Order/Contract. Tax deduction at source will be effected wherever applicable (e.g. TDS under Income Tax Act, TDS on Works Contract under MVAT Act etc.) from the bills of the Supplier as per statutes. Octroi duty exemption certificate issued by Customer's representative will be provided on Supplier's written intimation with relevant details regarding readiness of items for dispatch. Where payment of Octroi duty is agreed to and stipulated in the Purchase Order / Contract, the same will be reimbursed by Purchaser at actual after receipt of Supplier's bills along with 'Original Octroi paid money receipt' and copy of Form 'B'. Octroi receipts are to be drawn/issued in the name of 'Mazagon Dock Limited' only. Similarly, where payment of Custom duty is agreed to and stipulated in the Purchase Order / Contract, the same will be paid by the Purchaser on receipt of supplier's bills along with Custom Certified Duty Paid Challan-Money Receipt in original or carbon copy as relevant. These Challans/ Receipts, Bill of Entry are to be drawn/ issued in the name of 'Mazagon Dock Limited' only. Where payment of GST is agreed to and stipulated in the Purchase Order / Contract, the same will be paid by the Purchaser. on the basis of Suppliers' TAX INVOICE wherein the GST TIN Number and declaration in accordance with the provisions of GST Tax Act,

2017 along with HSN number, is indicated in the Invoice and where payment of Central Sales Tax (CST) is agreed to, the Supplier will be paid CST on the basis of the Invoice indicating particulars of his CST Registration Number and such Invoice should also indicate the VAT TIN Number and CST Number of the Purchaser. Where Central Excise Duty is agreed to be paid by the Purchaser in the Purchase Order/Contract, the Suppliers will be paid Excise Duty claimed in the Invoice on the basis of Central Excise Invoice issued as per Rule 11 indicating the ECC/Excise Registration number to be enclosed along with Commercial Invoice/Tax Invoice. In the case of payment of Service Tax agreed to as per purchase order/contract, the same will be paid on the basis of Tax Invoice indicating the Service Tax Registration number and the category of service for which the contractor/Vendor is registered with the Service Tax Department. A copy of the Service Tax Registration certification will be submitted by the contractor/Vendor as a onetime requirement in support of the Registration number indicated in the Invoices. Based on requirement, the Vendor/contractor may be called upon to produce evidence of validity of the Service Tax Registration at any point of time during the currency of the contract.

**A112. Stamp Duty (Applicable only for the Work Contracts):** It shall be incumbent on the successful tenderer to pay Stamp duty on the contract. As per the provision made in article 63, Schedule-I, read with section 30, of the Maharashtra Stamp Act (Bombay Act LX of 1958), Stamp duty is payable by the successful tenderer for "works contract" that is to say, a contract for works and labor or services involving transfer of property in goods (whether as goods or in some other form) in its executions and includes a sub-contract, as under:

Contract Value	Stamp Duty
Where the amount or value said forth in work contract does not exceed Rs. 10 Lakhs.	Rs. 500.00
Where it exceeds rupees 10 Lakhs	Rs. 500.00 +1% of the amount above ten lakhs subject to

**A120. DEMURRAGE**

**A121.** Storage and Demurrage charges will be payable by the Bidder / Vendor / Contractor for all shipments that reach purchaser without proper dispatch documentations, Lorry Receipts not accompanied by packing lists, invoices etc. The Supplier shall be responsible for fines due to errors or omissions in description, weight or measurements and for increased handling charges due to improper packing.

**A130. INSPECTION, TESTING**

A131. The ordered items will be inspected either by Classification Society / Nominated Agency and or by Inspection Officer nominated by Purchaser at stages defined in the tender / Purchase Order or as agreed to be defined subsequently in terms of the Purchase Order.

A132. The decision of the Inspecting Authority or their representatives, as the case may be, on any question of the intent, meaning and the scope of Specifications / Standards shall be final, conclusive and binding on the Bidder/ Vendor / Contractor.

A133. The Bidder / Vendor / Contractor shall accord all facilities to Purchaser's Inspectors / Nominated Agency to carry out Inspection / Testing during course of manufacture / final testing.

**A140. RECEIPT INSPECTION BY MDL**

**A141.** MDL shall carry out necessary inspection of the items on receipt, on the basis of an appropriate quality assurance system and inspection system requirements along with representative of the Owner. Any objection raised by MDL Quality Control Team against quality of materials or workmanship shall be satisfactorily corrected by the Contractor at his expense including replacement as may be required within shortest possible time within 30 days. Items damaged during transit shall also be rectified / replaced by the Contractor within shortest possible time, payment for which shall be made at mutually agreed rates.

**A150. REJECTION OF MATERIALS**

**A151.** Should the articles, or any portion thereof of the equipment be found defective / rejected, the Bidder / Vendor / Contractor shall collect the same from the Purchaser'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 Bidder / Vendor / Contractor of such rejection. The Purchaser reserves the right to dispose of the rejected items at the end of a total period of 90 days in any manner to the best advantage to the Purchaser and recover storage charges and any consequential damages, from sale proceeds of such disposal.

**A160. TECHNOLOGICAL DEVELOPMENTS / MODIFICATIONS**

**A161.** The Bidder / Vendor / Contractor shall unconditionally and free of cost to the Purchaser transfer information on technological developments / innovations / modifications which the Bidder / Vendor / Contractor would evolve in future (within 3 years) in relation to the supplied equipment. To enable this, the Purchaser's address shall be added to the Bidder / Vendor / Contractor's mailing list or database or any other document maintained for dissemination of product information and the Purchaser shall be informed of the action taken in this regard. If such improvements / modifications are brought in by the Bidder / Vendor / Contractor's Design Department in the course of manufacture of equipment ordered by the Purchaser, the Bidder / Vendor / Contractor shall incorporate such improved versions in the equipment without any extra cost to the Purchaser under Purchaser's prior consent.

**A162.** If the Purchaser be desirous of getting incorporated all post supply modifications / improvements arising out of technological developments to the original equipment supplied by the Bidder / Vendor / Contractor, the Bidder / Vendor / Contractor, shall quote for and carry out all such modifications to the equipment.

**A163.** Where the whole or a portion of the equipment has been specifically developed by the Bidder / Vendor / Contractor for the Owner and the latter would through the Purchaser be bearing the entire or part of the development cost incurred by the Bidder / Vendor / Contractor, the design rights for the whole or portion thereof, of the equipment as appropriate, shall vest in the Owners.

**A164.** Prior approval of the Owner should be obtained before similar articles are sold / supplied to any other party other than the Owner. If such approval is given and sale is effected, the Bidder / Vendor / Contractor shall pay to the Owner royalty at the rate mutually agreed to.

**A165.** The Sub-contractor / Supplier / Vendor shall continue to support the equipment for a minimum period of 20 years from the date of supply by making available spare parts and assemblies of the equipment supplied. Should the Sub-contractor / Supplier / Vendor decide to discontinue the product, for any reason whatsoever, adequate notice shall be given to the Purchaser / Owner to enable procurement of the requisite lifetime spares.

**A170. PURCHASER'S RIGHT TO ACCEPT ANY BID, PART OF BID AND TO REJECT ANY OR ALL BIDS**

**A171.** The Purchaser reserves the right to accept and or reject any or all tenders and or to withdraw the tender in to and or award the contract / order in full or part to more than one vendor / contractor 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.

**A180. BANK GUARANTEE FOR FREE ISSUE MATERIAL**

**A181.** The Bidder / Vendor / Contractor shall furnish Bank Guarantee equivalent to the value of materials supplied by MDL free of cost valid up to the execution of the contract / delivery of material, inspected / accepted and receipt at MDL together with the material reconciliation statement whichever is later.

**A190. BIDDER'S RESPONSE IN CASE OF NO PARTICIPATION**

**A191.** The Sub-contractor / Supplier / Vendor shall inform the Purchaser in advance in case he is unable to participate in the tender for whatsoever reason. Failure to comply with this will be viewed seriously and consecutive three failures on the part of Sub-contractor / Supplier / Vendor to do so is liable for disqualification / debarring of the Sub-contractor / Supplier / Vendor from all future tender enquiries and or delisting from the list of 'Approved Registered Vendors.

**A200. FACILITY PROVISION (Applicable only for Services)**

**A201.** The Purchaser would consider providing facilities like - compressed air at one point, crange facility for handling heavy loads for lowering onto the ship and water intended for use by the Contractor / Bidder for execution of contract for working within the Purchaser's premises at no extra cost to the Contractor / Bidder. Industrial gases, electrical power, office space / RU store facility may be provided at one point only if possible and available and on chargeable basis if so desired by the Contractor / Bidder. The contractor / Bidder shall make his own arrangements for fixing necessary fittings, wires, welding machines, transformer, etc for power, connecting lines, storage etc for water and necessary fittings, pipes, breaker, hoses etc for compressed air.

**A210. INDIGENIZATION BANK GUARANTEE (INDBG) (ONLY FOR P15B & P17A PROJECTS)**

**A211.** The successful bidder shall submit a INDBG @ 1% of the value of the Order (excluding taxes & duties) in the form of Demand Draft / SWIFT/ Bank Guarantee in the prescribed format in favour of Purchaser within 25 days from date of Order / Contract. Delay in submission of INDBG will entail interest rate & will be deducted as per the prevailing rate declared by HOD(F)'s Circular (for foreign supplier it will be EUROBOR/LIBOR plus 2% & for Indian suppliers, it will be SLR plus 2%). The INDBG shall be valid upto Guarantee Period plus 4 weeks. The INDBG will be returned only after the successful completion of Indigenization & guarantee period of equipment. Refund of INDBG whenever considered admissible by the Purchaser, shall be without interest only.

**A212.** In case Price Preference is considered, the INDBG shall be for the value equivalent to the difference between quoted value of L1 & negotiated value of L2 (excluding taxes & duties).

**A220. FORFEITURE OF INDIGENIZATION BANK GUARANTEE (INDBG) (ONLY FOR P15B & P17A PROJECTS)**

**A221.** Non-performance of agreed terms and or default/breach by Bidder/Supplier/Contractor will result in forfeiture of INDBG with application of risk purchase provisions as felt appropriate by the Purchaser.

**A230. PREFERENCETIAL PURCHASE FROM MSE VENDORS**

MDL has right to place order on MSE firm meeting following criteria:

In tenders, if participating MSEs quoted prices are within price band of L1+15%, such MSEs shall also be allowed to supply a portion up to 20% of requirement by bringing down their prices to L1 price where L1 is non MSEs. If more than 1 MSEs fall under such criteria, then this 20% shall be distributed proportionally. This preference shall not be applicable where MSE firm is L1 firm. % out of 20 percent target of annual procurement from Micro and Small Enterprises, a sub-target of 20 percent (i.e 4 percent out of 20 percent) shall be earmarked for procurement from Micro and Small Enterprises owned by the Scheduled Caste or the Scheduled Tribe Entrepreneurs. In respect of items reserved for MSE, extant guidelines shall be followed. Presently Circular No. S.O. 581(E) dated 23.03.2012 is applicable.



**ENCLOSURE - 6**

**Declaration of Understanding the scope of work**

**TENDER NO GM(M)/SKS/BRC/VISITING CARD/2024-2026**

NAME OF FIRM - \_\_\_\_\_

NAME OF REPRESENTATIVE - \_\_\_\_\_

DATE OF VISIT TO MDL(C-MP) - \_\_\_\_\_

I here by Mr/Mrs \_\_\_\_\_ from

M/s \_\_\_\_\_ confirm that I have visited MDL

Material Purchase department on \_\_\_\_/\_\_\_\_/\_\_\_\_ for Tender no

**GM(M)/RBD/BRC/VISITING CARD/2020-2022** in accordance with the tender **Clause no 1b.**

Further I hereby confirm that I have seen the sample and understood the complete scope of

Work & supply indicated in tender.

Witness by  
MDL material purchase Representative

Vender Representative

**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****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 961.**

1. 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 2019-20 (FY 2018-19)	(Data to be filled by company)
2	ITR filed for AY 2020-21 (FY 2019-20)	(Data to be filled by company)

2. 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

3. Total sales which will be made by \_\_\_\_\_ (**company name**) during the FY 2021-22 is exceeding / not exceeding (strike whichever is not applicable) Rs 50 lakhs.

4. 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 Authorised representative of Company**