



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

**Division:** Shipbuilding, **Department:** Material Purchase, **Tel. No.:** 2376 2142, **Fax No.:** 2373 8151  
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**ई- निविदा- सप्लाई ऑफ रबबर स्टाम्प**  
**TENDER ENQUIRY FOR SUPPLY OF RUBBER STAMP ON BRC BASIS.**

<b>Tender No/ निविदा क्र:</b> <b>GM(M)/PS/BRC/RUBBER STAMP/2026-2028</b>	<b>Closing Date/ निविदा बंद होने की तिथि: 24/03/2026</b>
<b>Tender Date/ निविदा तिथि: 09/03/2026</b>	<b>Closing Time/ निविदा बंद होने का समय: 1400 Hrs</b>

Mazagon Dock Shipbuilders Limited invites competitive bids on e-procurement portal (<http://eprocuremdl.nic.in>) in **Two-Bid System** (Part-I Techno Commercial Bid and Part-II Price Bid) for supply of Rubber stamp 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. Bidder has to submit samples as mentioned at sample clause on or before tender closing date.

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

**GEM Availability Report ID: GEM/GARPTS/25022026/0LHBHSAJASMV**

**1. TECHNICAL SPECIFICATIONS & SCOPE OF SUPPLY**

(I) The supplier should be able to supply Rubber stamp on **Biennial Rate Contract (BRC)** basis under the rate contract throughout the tenure of contract, as per specifications given below:

Sr. No.	Material Description	Unit	Qty	Image
1	Self-Inking Stamp SUN MAKE or any other equivalent good quality brand. Impression Size 23mm X 63mm, 6 Lines (Type X of Sun Make)  Type-A	Nos	300	
2	Self-Inking Stamp (Impression Stamp) Smart Make or any other equivalent good quality brand. Impression Size 65mm X 35mm, 6 Lines  Type-B	Nos	3000	
3	Nylon Stamp on Acrylic Mount of Various Sizes as per MDL requirement.  Note: Nylon Stamp on Acrylic Mount should be of good quality thick nylon.  Type-C	CM <sub>2</sub>	7000	
4	Date Stamp (Adjustable Date, Month & Year), Rectangular Adjustable Date Stamp, of good quality brand. Size 48mm X 60mm.  Type- D	Nos	200	

**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**

- (II) The quantities indicated above in this tender are tentative requirement for the two years.
- (III) However, the order/s will be placed on 'as and when required basis under the Biennial Rate Contract in the form of progressive/separate purchase orders at the sole discretion of MDL. MDL is not bound to order the entire quantity tentatively indicated under BRC. Also, MDL retains the right to place order/s for additional quantities up to a maximum of 50% of the originally contracted quantity at the same rate and terms of the contract. The rates quoted in the offer must remain firm & fixed during the currency of the biennial Rate Contract and no revision of rates will be allowed under any circumstances.

- (IV) If the bidders find discrepancies in tender conditions, specification 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.
- (V) The Stamp impressions must be very clear and without any smudging / smearing
- (VI) The Bidders are requested to quote for all items.
- (VII) Item no (I)3 Nylon stamp on Acrylic Mount: Rate to be quoted for per sq.cm. The payment shall be made on actual size. Firms are requested to quote accordingly. For example, if the agreed rate is Rs X per sq.cm. Size of 63mm x 36mm area in sq.mm. is 2268 sq.mm or 22.68 sq.cm. The rate of 63mm x 36mm stamp shall be  $22.68 * X = Y$ .
- (VIII) The quantities indicated above are approximate biennial requirement. MDL reserve right to order less or more quantities, if required.
- (IX) Progressive orders shall be issued during the tenure of the BRC.
- (X) 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.
- (XI) 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.
- (XII) 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.
- (XIII) Technical Details of the Items has to be quoted including particulars of materials to be used for Self-Inking Stamp, Nylon Stamp on Acrylic Mount and Date Stamp.

## 2. Delivery:

The material to be delivered **within Two (2) 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.
- iii. The printing matter details shall be provided along with progressive purchase order.
- iv. Delivery at MDL's Goods Receiving Section / User department, there after Stamps should be delivered to the end users, Mazagon Dock Shipbuilders Limited, Mumbai - 400 010.
- v. The offer should be on the basis of free delivery to end users of MDL Mumbai.
- vi. 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 delivery challans duly receipt stamped by the CISF Security at Main Gate on the same.

**Note:**

**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.

- i. 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.
- ii. Matter / Format shall be provided by Material Purchase Department along with the progressive order. The matter typed in ENGLISH / HINDI as required by the user department. The firm has to make sure that the stamp is made as per the matter /format given along with purchase order to them.
- iii. 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.
- iv. 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.
- v. 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.
- vi. Labelling/Marking, Packing, Workmanship & Finishing are to be done as per the standard industrial practice. The rate quoted should be inclusive of labelling/Marking, Packing.
- v. The rubber stamps 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 Rubber Stamps 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:**

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.

**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 subject to satisfactory performance of the supplier.

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

### **4. Pre-Qualification 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. Shop & Establishment registration certificate / registration certificate from local body for conducting business.
- II. Purchase orders copies in support of the bidder's experience for similar supplies of tendered items (Rubber Stamps) in last 03 years along with Work completion certificate.
- III. Bidder's Audited Certified Balance sheet and Profit & Loss account for last 3 financial years ending 31<sup>st</sup> March 2023, 2024 & 2025.
- IV. MDL reserves the right to ask / demand the proof of supply for the submitted PO copies & verify / cause verification of authenticity of the submitted documents whenever felt necessary.
- V. Bidders should submit valid letter from original Manufacturer stating that they are the authorized Dealers / Distributors of OEM or shall submit authorization letter from OEM to quote for this tender and supply.

**Note:**

- I. MDL registered bidders need not upload the documents mentioned at i) above. However, Documents mentioned at ii), iii) and iv) & v) are mandatory for every bidder. MDL has a right to verify / cause verification of authenticity of the said documents whenever felt necessary. MDL reserves the right to ask for hard copies of above documents.
- II. Bidders registered with Mazagon Dock Shipbuilders Limited should upload a scanned image of valid registration certificate

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

As per revised Public Procurement Order Ref No. P-45021/2/2017-PP (BE-II) Dtd.16.09.2020 issued by Govt. of India to encourage "Make in India" policy, Purchase Preference shall be given to local suppliers in the following manner.

(a) The terminology / definitions is as below:

(i) "Local content" means the amount of value added in India which shall be the total value of item/s (goods, services or works or their combination) being procured (excluding net domestic indirect taxes) in this tender minus the value of imported content in the item (including all customs duties) as a proportion of the total value in percent.

(ii) "Class-I Local Supplier" means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50%.

(iii) "Class-II Local Supplier" means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 20% but less than 50%.

(iv) "Non - Local Supplier" means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than 20%.

(v) "L1" bid 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. MDL reserves right to negotiate with evaluated L1 bidders on the quoted prices as the need be.

(vi) "Margin of Purchase Preference" means the maximum extent to which the price quoted by "Class-I Local Supplier" may be above the evaluated L1 (non-negotiated price) for the purpose of considering them for purchase preference. The margin of purchase preference for the present tender is 20%.

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

(viii) "Services" includes System Integrator (SI) contracts among other services.

(b) Minimum local content: The minimum local content in the scope as per offer is to be equal to or more than 20% as stated in the body of this tender for the present tender for a bidder to be considered for evaluation.

Note: The local content can be increased 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.

(c) Eligibility: Only Class-I Local Suppliers & Class-II Local Suppliers are eligible to bid.

(d) Local Content Declaration by Local Supplier:

(i) All bidders including MSE bidders should mandatorily submit the local content declaration certificate in mandatorily technical offer Part I bid. Bidders should declare that percentage of local content for each item and service offered by the bidders. This declaration is necessary even if Custom Duty Exemption and / or ERV (if applicable) are not being sought. Bidders shall declare the details of the location(s) at which the local value addition is made.

Tender value less than Rs 10 Crores: Local content declaration shall be Self-certified by Chief Financial Officer or Other legally responsible person nominated in writing by the Chief Executive or Senior Member / Person with Management Responsibility of Corporation / Partnership / Individual. Local content percentage shall be declared item wise or tender wise strictly as per the terms of the tender.

Tender Value more in excess of Rs. 10 Crores: In cases of tender value is in excess of Rs. 10 Crores, the bidders shall provide Local content declaration certificate, from statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant jointly signed by the bidder (in respect of supplier other than companies) giving the percentage of local content.

(ii) Bidders shall be categorised as "Class-I Local Supplier" or "Class-II Local Supplier" or "Non - Local Supplier" based on the local content declared by them in their declaration certificate. Declared Local Content shall be the basis for categorization of the vendors and tender evaluation. However, MDL reserves the right to undertake detailed examination of declared local content and may call vendor to submit relevant documents.

(iii) On opening of the price bids, if it is identified that there is difference in local content declaration made in bid & local content percentage as per price quoted is now not meeting (i.e. lesser than) the specified tender requirement (i.e. only on the quoted price without any loading) then such offer shall be disqualified on non-receipt of clarification by stipulated time or unsatisfactory clarification and offer shall not be considered for ranking purpose. The bidders

would be treated / considered as given false declaration and necessary action for debarment shall be initiated.

(iv) "Non - Local Supplier" (local content less than 20%) shall be categorically rejected except in case of Global Tender.

(v) Bidders not submitting the declaration certificate or not indicating / declaring / specifying the local content percentage and location of value addition in the declaration certificate or declaration certificate not certified by appropriate authority as per tender or submitting blank declaration certificate of local content shall be liable for rejection.

**Note:**

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

**(e) Purchase Preference to Class-I Local Supplier and MSE Bidder: (Where Eligibility to bid is Both Class I & Class II Supplier and Non-Divisible tender)**

- (i) Between the eligible MSE and Class I Local Bidders, Purchase Preference under PPP MSE Order 2012 shall prevail over Purchase preference under PPP MII Order 2017 in accordance with MoF DoE O.M. No. F.1/4/2021-PPD dated 18.05.2023 as elaborated herein.
- (ii) MSE Bidders will be considered with L1+15% as per Public Procurement Policy for Mses Order 2012 and Class I Local Supplier will be considered with L1+20% as per Public Procurement (Preference to Make in India) Order 2017.
- (iii) Bidders will be categorised in following four broad categories for consideration for applicability of purchase preference:

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

- (iv) Among all qualified bids, the lowest evaluated bid will be termed as L1.
- (v) If L-1 is "MSE Class-I local supplier", the Contract for the full quantity will be awarded to L- 1.
- (vi) If L-1 is not a "MSE Class-I local supplier ", but "MSE Class-I local supplier" are within 15% margin of purchase preference, then Purchase preference will be given to lowest quoting "MSE Class-I local supplier" for full quantity. If lowest quoting "MSE Class-I local supplier" does not accept the L-1 rates (negotiated price, if negotiation was conducted), the next higher "MSE Class I local supplier" falling within 15% margin of purchase preference will be given purchase

preference and so on. If all "MSE Class-I local supplier" do not accept L-1 rates (negotiated price, if negotiation was conducted), then succeeding sub para (vii) shall be followed

(vii) If conditions mentioned in above sub paras (v) and (vi) 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 (negotiated price, if negotiation was conducted), the contract will be awarded / purchase preference will be given as under:

(A) If L-1 is "MSE but non-Class-I local supplier" or "Non-MSE but Class-I local supplier", Contract for full quantity will be awarded to L-1.

(B) If L-1 is "Non-MSE non-Class-I local supplier": Firstly, purchase preference will be given to MSE Bidders as per PPP-MSE Order. If MSE Bidders are not eligible or does not accept L-1 rates (negotiated price, if negotiation was conducted) then purchase preference will be given to "Class-I Local Supplier" as per PPP-MII Order. If "Class-I Local Supplier" are also not eligible or does not accept L-1 rates (negotiated price, if negotiation was conducted), then contract for full quantity will be awarded to L-1.

(f) **Custom duty issue:** Imported / FE content is inclusive of all custom duties which is required for arriving local content. Bidders to note the following about FE Content,

(i) If sought by MDL, bidders shall declare line-item wise FE & custom duty duly self-certified. Such declared custom duty percentage will only be considered for arriving local content.

(ii) If there is variation in declared custom duty percentage and the actuals, the consequence shall be borne by the bidder including penalty, if any.

**(g) Documentation on completion of contract or PO:**

(i) After the contract is awarded and the supplies are completed, the supplier shall provide a "Local content certificate" declaring the actual Local content percentage achieved while executing the contract. In case of failure to provide Local Content Certificate for the executed order within reasonable time, the issue be referred for debarment.

Tender value less than Rs 10 Crores: "Local content certificate" shall be Self-certification, by Chief Financial Officer or Other legally responsible person nominated in writing by the Chief Executive or Senior Member / Person with Management Responsibility of Corporation / Partnership / Individual. Local content percentage shall be declared item wise or tender wise strictly as per the terms of the tender.

Tender Value more in excess of Rs. 10 Crores: In cases of tender value is in excess of Rs. 10 Crores, the bidders shall provide "Local content certificate", from statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant jointly signed by the bidder (in respect of supplier other than companies) giving the percentage of local content.

(ii) Supporting documentation towards realization of committed Local Content as per the contract / order terms & conditions shall be maintained by the Supplier for a period of seven years from the date of completion of the contract for audit purpose. Nodal Ministry may constitute committees with internal & external experts for independent verification of self- declarations and auditor's / accountant's certificates on random basis and in the case of complaints.

Note: In cases of procurement for value in excess of Rs. 10 Crores, the local supplier shall provide a certificate from statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of supplier other than companies) giving the percentage of local content duly attested by the Bidder/vendor.

**(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	Mazgaon Branch

Branch Code	9054
Bank Address	Mazgaon Branch, Mazagon, Mumbai - 400 010.
Telephone No. of Bank	23752802
Account No.	10005255246
Account Type	Current Account
IFSC Code	SBIN0009054
RTGS Code	SBIN0009054
NEFT Code	SBIN0009054

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

**MDL's service provider for the website is:**

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

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

**6. Validity Period:**

Bids / Offers shall have the validity period of **180 Days** from the tender closing date. A bid valid for a shorter period will be liable for rejection at the discretion of MDL. Technically accepted bidder shall be given opportunity to accept validity as per the tender in case of shorter validity quoted by him. Non acceptance there after shall be rejected by MDL as non-responsive.

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

**8. 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:

- (ii) **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.
- (iii) 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.
- (iv) **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 coloured (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.
- (v) Pre-qualification Documents as described above at para 5
- (vi) 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.
- (vii) Bidders / Suppliers not registered with Mazagon Dock Shipbuilders Limited should upload the additional documents as applicable and described above.
- (viii) MSME registration certificate indicating as a MSE manufacturer for tendered item.
- (ix) **Submit duly filled declaration / certificate as per Annexure "A" towards compliance of Public Order on Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017.**
- (x) Declaration certificate for Local content (**Annexure -C**).
- (xi) Bank details for payment by RTGS / NEFT in the format to be uploaded.
- (xii) Bidder shall abide by all the Tender Enquiry Form (TEF), Standard Terms and Conditions of Supply (STACS), General Terms & Conditions (GT&C), Official Secret Act, Safety clause etc. Acceptance formats as per Enclosures contained therein whose acceptance should be properly filed.
- (xiii) In the event we do not receive acceptance format duly filled for Tender Enquiry Form (TEF), Scope of supply & QA requirements, General Terms & Conditions (GT&C), Standard Terms & Conditions (STACS), Statutory requirements, Official Secret Act 1923 & Safety clause it shall be construed that all the tender terms & conditions are acceptable to you.
- (xiv) Confirmation of GeM seller ID on company letter head.
- (xv) Scanned copy of valid Registration or Approval certificates (if any) as detailed below:
- Registration with MDL
  - Scanned image of PAN card shall be uploaded
  - Enterprise's status to be indicated Micro / Medium / Small.

- Bank details for payment by RTGS / NEFT.
- MSE bidder shall submit valid registration certificate for MSME.
- GST registration certificate.
- 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 coloured (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.

**9. Security Deposit (SD): NA**

**10. Bid Rejection Criteria:**

**10.1.** Following bids shall be **categorically rejected;**

- Bids received after tender closing date and time.
- Bidders who are debarred under PPP MII order 2017, GeM, CPP including Tender holiday issued by MDL.

10.2. For the following conditions (other than non-negotiable conditions indicated at 10.1), equal time & opportunity for submission of deficient techno-commercial documents and clarification shall be given to the bidders. Bidders are required to submit such documents / clarifications within the duration / date stipulated by MDL, failing which their bids shall be rejected in following cases:

- Bidder's failure to submit sufficient or complete details in case of deficiencies noticed for evaluation of the bids.
- Incomplete / misleading / ambiguous bids in the considered opinion of TNC/CNC.
- Bids with technical requirements and or terms not acceptable to MDL / Customers / External agency nominated as applicable.
- Bids received without pre-qualification documents where required as per the tender.
- Bids not meeting the pre-qualification parameters stipulated in the tender enquiry.
- High sea Sales/sales in transit
- 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.

- viii. Bidders not agreeing to give guarantee / replacement of defective tendered item as per clause no.16.
- ix. Bidders not meeting the eligibility criteria given in tender regarding the Class of Supplier as per PPP MII Order 2017.
- x. Unreasonably longer delivery period quoted by the firm.
- xi. Validity period indicated by bidders is shorter than that specified in the tender enquiry.
- xii. Bidders not submitting the PO copies for similar supply.
- xiii. Bidders not uploading valid Municipal License OR valid Registration Certificate from Local/ Government authority for conducting business as applicable while bidding.
- xiv. Bidders not submitting the declaration certificate for Local Content & location of value addition.
- xv. Bidders not indicating / not declaring / not specifying the local content percentage or / and location of local value addition in the declaration certificate
- xvi. Bidders submitting incomplete declaration certificate for Local Content or declaration certificate not certified by appropriate authority as per tender
- xvii. 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

**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 - 20 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.5 Crs as per GST Act.

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

**(v) MSME vendor Payment through TReDS:**

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

- i. MDL is registered on the "Invoicemart" TReDS platform and 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 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 Ms Ashwathi 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 recovers any such interest, penalty or loss from any amount due to Supplier/ Contractor or otherwise.
- v. In case, MDL is unable to avail ITC, supplier/contractor at their own cost shall rectify the shortcoming in the returns to be filed immediately thereafter. Further, if the ITC is delayed / denied to MDL / reversed subsequently as per GST Law due to non / delayed receipt of goods and / or services and / or tax invoice or expiry of timelines prescribed in GST Law for availing ITC, non-payment of taxes or non-filing of returns or any other reason not attributable to MDL, Supplier/ Contractor shall pay any loss of amount along with interest and penalty on MDL under GST Laws for the number of days the ITC was delayed. If the short coming is not rectified by supplier/ contractor and MDL ends up in reversal of credits and / or payments, supplier/ contractor is fully liable for making good all the loss incurred by MDL. MDL reserves right to recover any interest, penalty or loss from any amount due to Supplier/ Contractor or otherwise.
- vi. If the vendor is registered under GST, the GST registration number (15-digit GSTIN) issued by GOI shall be mandatorily provided by the vendor. Vendor having multiple business verticals within state / at multiple states with separate GST registration numbers shall forward GSTIN of these verticals involved in supply of goods and/or services. MDL GSTIN is 27AAACM8029J1ZA and shall mention the same while invoicing and avoid any data entry error on GST portal.
- vii. If the vendor is registered under GST, Vendor shall ensure timely submission of invoice as per the provisions / requirement / timeline promulgated by GOI in relation to GST Law with all required supporting documents to enable MDL to avail input tax credit promptly. The vendors invoice inter alia should contain GSTIN of vendor, GSTIN of MDL (i.e., 27AAACM8029J1ZA), GST tax rate separately, HSN code wise goods or services, place of supply, signature of vendor, etc. Original invoice needs to be submitted to Bill Receipt Centre at MDL gate, and a copy of the invoice should be given to the goods receiving section (GRS).
- viii. If the vendor is registered under GST, vendor shall file all applicable returns under GST Law in the stipulated time & any losses of tax credit to MDL arising due to delay in filing will be recovered from their invoice wherever MDL is eligible to avail tax credit. Any default towards payment of tax and / or uploading of monthly returns by supplier/contractor, MDL

retains right to withhold payments towards tax portion until the same is corrected & complied by the supplier/contractor with the requirement of GST along with satisfactory evidence.

- ix. The rate sheet enclosed with the tender will indicate the rates to be entered under each head whenever applicable. Bidders must clearly mention the applicable Taxes & Duties. The item-wise rates (i.e., Basic + P&F + F&I) quoted in the Rate Sheet should exclude Taxes & Duties. Bidder should indicate GST rates as applicable separately under each of the head in the same Rate sheet, which will be paid extra based on tax invoice to the extent applicable. The GST will be applicable on total basic rate of each item (i.e., Basic + P&F + F&I).
  - x. If the GST rating of supplier /contractor on GST portal / Govt. website is found to be negative / blacklisted then MDL shall reimburse GST to the vendor only after he makes the payment of GST and fulfils all requirements as per GST Law for successful availment of ITC by MDL. Further, MDL is entitled to deduct / recover such GST along with penalties / interest, if any, incurred by MDL.
  - xi. If the vendor is registered under GST, vendor shall be responsible for financial and non-financial consequences in case of non-compliance of GST provisions / requirements / timelines on their part. MDL shall pay the applicable GST taxes to the vendor at actual & supplier/contractor shall pass on the reduction in prices to MDL on account of change in the tax structure.
- (i) **Note:** Any change in tax component/structure due to government regulation during the execution of contract within contractual delivery period the same will be applicable at actual ruling at the time of supply/service/execution (This will however not be applicable in case of extended delivery/completion schedule) of contract after Government Notification.

#### **14. Guarantee / Warranty:**

- (i) Goods 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.
- (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 rectified 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. Performance Bank Guarantee: *Not Applicable***

- (a) The bidder has to submit Equipment Performance Bank Guarantee from a first-class Bank of international / national repute, for 5% of total order value excluding taxes, duties freight & service component valid up to contractual warranty period plus one-month claim period.
- (b) In the event of defects due to poor workmanship leading to non-performance of the Equipment/Item and bidder failure to attend the defects within a reasonable period of time, the Bank guarantee will be encashed by MDL. MDL's decision in this regard shall be final and binding on the bidder. In the event of postponing of delivery of deliverables

or extension of guarantee desired & sought by MDL, the Performance Bank guarantee has to be extended till the extended period.

- (c) The PBG to be submitted on Rs. 500 Non-Judicial Stamp Paper.
- (d) All the bank guarantees of this tender should be from Nationalized/Scheduled Banks (the list of banks approved by SBI / Canara bank published on MDL website) excluding the Co-Operative banks. Submission of BG from any other Bank will not be accepted.

**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 in totality.**

**17. 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

**18. FREAK LOW QUOTES: NA**

**19. Delivery terms:**

**Consignee:** MAZAGON DOCK SHIPBUILDERS LIMITED, Mumbai

The Successful bidder/s shall arrange delivery of supplies in MDL to "GOODS 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:

- (i) Invoice (1 ink signed copy / carbon copy) duly endorsed by CISF
- (ii) Delivery Challan (3 Original Copies)
- (iii) Order copy and Amendment copy if applicable (Photo Copy)
- (iv) Guarantee/WARRANTY Certificate.

**20. 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.

**21. Liquidated Damages:**

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 the Order Value, subject to maximum of 5% of the Order / Contract value. LD will be applicable on the value of the undelivered portion of goods on delivery date mentioned in the purchase order.

**22. 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:** Receipt inspection by GRS-Inspection and detailed Inspection will be done by MDL User Department along with representative of the Supplier based on the approved sample based on the submission of documents as mentioned below. Any objection raised by User Department against quality of materials shall be satisfactorily corrected by the Supplier, at his expense, including replacement as may be required within 07 working days. The above is applicable even after acceptance of materials and during guarantee period.
- b. **Rejection of the material:** Rejected materials, if any, shall have to be promptly lifted by the supplier at his own expenses with his labour / transport as the case may be. Failure for lifting the rejected material within one week's time, from the date of intimation of the rejection, will be liable for disposal of the rejected material without notice and also for recovery of ground rent for storage of such material.

**23. RISK PURCHASE & ORDER CANCELLATION:**

In case of delay beyond the contractual delivery period, MDL reserves the right to cancel the order and procure the ordered material from any other 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.

**24. 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, terms and conditions of the contract subject to satisfactory performance of the supplier. 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.

MDL reserves the right to consider placement of Order, in part or in full, against the tendered quantity.

**25. 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.

**26. Hindrance Register:**

All hindrances with date of occurrences and removal shall be noted in the Hindrance Register. The Hindrance Register shall be signed by the reps of both MDL as well as Contractor. Executive in the rank of Chief Manager and above shall be the nodal executive of the User Department.

**27.** MDL shall not be bound by any printed conditions or provisions in the seller's 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 3249/51

**Breach of Obligation Clause with respect to Bid Submitted:**

In case of breach of any obligation mentioned under, the bidder shall be disqualified /Debarred from the bidding process for a period of one year from the date of notification,

- i) Bidder has withdrawn / modified / amended / impaired / derogated from the tender during the period of bid validity.
- ii) Bidder fails or refuses to execute the contract upon notification of acceptance of bid by the Purchaser during the period of bid validity

**28.** The contract will be governed by STACS and General Terms and conditions while executing work. In case of discrepancy, clauses mentioned in Tender, Technical Scope and Rate sheet will override the clauses mentioned in other annexure including STACS & GT&C.

**29. PUBLIC GRIEVANCE CELL:**

A Public Grievance Cell headed by ED (EY) has been 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 or send their complaints / grievances to him in writing for redressal. His telephone no. is 022-23763512 / 23723426. 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.

**30. CONTACT PERSON FOR CLARIFICATION:**

In case of any clarifications, bidders are requested to contact the undersigned, before the closing date of the tender. We look forward to receive your most competitive and reasonable offer against this tender.

Yours faithfully,

For MAZAGON DOCK SHIPBUILDERS  
LIMITED,

**Paramjeet Singh,**

**Manager (C-MP)**

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

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

**Enclosure – 3 – General Terms & Conditions of the Tender Enquiry**

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

**Enclosure – 5 - MDL'S BANK ACCOUNT DETAILS**

**Enclosure – 6 - PBG**

**Annexure "A" - Declaration of Compliance of Order on Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017**

**Annexure "B" - Declaration for TDS**

**Annexure "C" - DECLARATION CERTIFICATE FOR LOCAL CONTENT**

**NOTE: Following Formats are available on MDL website - [www.mazagondock.in](http://www.mazagondock.in) 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.**

### **DOCUMENTS TO BE UPLOADED**

1. Bidders Company Profile and Shop & Establishment registration certificate or registration certificate from local bodies for conducting business.
2. Bidders registered with Mazagon Dock Shipbuilders Limited should upload a scanned image of valid registration certificate.
3. Pre-qualification documents as applicable to this tender.
4. Bidders other than Original Manufacturer should submit valid letter from original Manufacturer stating that they are the authorized Dealers / Distributors of OEM or shall submit authorization letter from OEM to quote for this tender and supply.
5. Copy of PAN card.
6. GST Registration Certificate along with declaration of type of GST registration (GST Reg, Composite Reg or GST not Reg).
7. TEF Acceptance form
8. GT & C Acceptance form
9. STACS Acceptance form
10. Un-price Bid Form
11. Vendor details Form
12. BOQ - Price Bid Rate Sheet

13. 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, per Annexure A.
14. Format for the declaration for TDS as per Annexure – B to be submitted after the award of the contract.
15. Declaration Certificate of Local content (Annexure-C).
16. Unique GeM Seller ID on company letter Head

**ENCLOSURE – 1**

**ILLUSTRATIVE RATE SHEET FORMAT FOR E-TENDER**

**(This annexure is for understanding the rate sheet in the e-tender. Prices should be quoted in e-mode only & No hard copies will be accepted & considered)**

NUMBER #	TEXT #	TEXT #	NUMBER #	TEXT #	NUMBER #	NUMBER	NUMBER #	NUMBER #	TEXT #
Sr. No.	Item Description	Item code/ Make	Quantity	Unit of Measure	BASIC UNIT RATE In Figures To be entered by the Bidder Rs.	CGST+SGST/IGST in %	TOTAL AMOUNT (Without Taxes)	TOTAL AMOUNT per unit (With Taxes)	TOTAL AMOUNT In Words
Shall be part of Tender					To be filled by bidder				
1									
2									
3									
4									

**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.

## **GENERAL TERMS & CONDITIONS (GT&C)**

### **A10. BLANK**

### **A20. SECURITY DEPOSIT**

A21. The successful bidder shall submit a Security Deposit @ 5 % of the contract / order value (excluding taxes, duties, freight, service component) of the Order in the form of Demand Draft / Bank Guarantee in the prescribed format in favour of Purchaser within 25 days from date of 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/Supplier/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/Supplier/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/Supplier/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 / Supplier / 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/Supplier/Contractor to comply with the delivery schedule is inevitable. In such an event the Bidder/Supplier/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/Supplier/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 Supplier / 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 Bidder/Supplier/Contractor.

#### **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/Supplier/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 / Supplier / Contractor.

A93. The Bidder / Supplier / 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 AND 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 / Supplier / Contractor.

In other agreed cases of Ex-works / Ex-Transporter's warehouse or Railway godown offers, the Bidder / Supplier / Contractor on dispatch, shall give details of materials with despatch 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 FOB port of dispatch basis, Transit Insurance shall be arranged by the Purchaser. The Bidder / Supplier / Contractor shall immediately on despatch of the items, inform all relevant details of despatch such as Order number, Bill of Lading/AWB number, number of packages, value of consignment, invoice number in time directly to Purchaser's Insurance

Company & Purchaser 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.

#### **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 Defence 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 affected 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 VAT 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 VAT TIN Number and declaration in accordance with the provisions of Maharashtra Value Added Tax Act, 2002, 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.

#### **A120. DEMURRAGE**

A121. Storage and Demurrage charges will be payable by the Bidder/ Supplier / Contractor for all shipments that reach purchaser without proper despatch 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 Executive 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/ Supplier / Contractor.

A133. The Bidder / Supplier / 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 / Supplier / 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 / Supplier / Contractor of such rejection. The Purchaser reserves the right to dispose off 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 / Supplier / Contractor shall unconditionally and free of cost to the Purchaser transfer information on technological developments / innovations / modifications which the Bidder / Supplier / 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 / Supplier / 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 / Supplier / Contractor's Design Department in the course of manufacture of equipment ordered by the Purchaser, the Bidder / Supplier / 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 / Supplier / Contractor, the Bidder / Supplier / 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 / Supplier / 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 / Supplier / 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 affected, the Bidder / Supplier / Contractor shall pay to the Owner royalty at the rate mutually agreed to.

A165. The Sub-contractor / Supplier / Supplier 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 / Supplier 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**

171. The Purchaser reserves the right to accept and or reject any or all tenders and or to withdraw the tender in toto and or award the contract / order in full or part to more than one Supplier / 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 / INSURANCE COVER FOR FREE ISSUE MATERIAL**

A181. The Bidder / Supplier / Contractor shall furnish Bank Guarantee / insurance Cover 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 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 to do so is liable for disqualification / debarring of the Sub-contractor / Supplier from all future tender enquiries and or delisting from the list of 'Approved Registered Suppliers.

**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.

**STANDARD TERMS AND CONDITIONS (STACS)**

- 101** The word '**Purchaser**' refers to MAZAGON DOCK 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 Defence Production, Ministry of Defence, 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, licencees, 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 favour or disfavour 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 de-listed by any Government or quasi Government agencies or PSUs. If a bidder's entities as stated above have been blacklisted or banned or de-listed by any Government or quasi Government agencies or PSUs, this fact must be clearly stated and it may not necessarily be a cause for disqualifying him.

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

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

**350. ARBITRATION**

- 351.** Any dispute / differences between the parties arising out of and in connection with the contract shall be settled amicably by mutual negotiations. Unresolved disputes/ differences, if any, shall be settled by Arbitration and the arbitration proceedings shall be conducted at Mumbai (India) in English language, under the Indian Arbitration and Conciliation Act, 1996. MDL may prefer to have arbitration through Institutes such as Indian Council of Arbitration (ICA)/Indian Merchant Chambers (IMC), in which case appointment of separate arbitrator by both sides and then appointment of third arbitrator will not be required.

- 352.** In case of unresolved difference / dispute between Purchaser and Supplier, Purchaser being a Public Sector Enterprise, shall be referred by either party to the Department of Public Enterprises, as per extant guidelines.

(Any changes to arbitration clause must be vetted by CS & LE Deptt 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.

**Enclosure-5**

MAZAGON DOCK SHIPBUILDERS LTD  
DOCKYARD ROAD MUMBAI  
400010

**1. MDL'S BANK ACCOUNT DETAILS:**

NAME OF BANK A/C HOLDER: **MAZAGON DOCK SHIPBUILDERS LTD**

BANK AND BRANCH : **STATE BANK OF INDIA, MAZAGON BRANCH, MUMBAI**

BANK ACCOUNT NO : **10005255246**

IFSC CODE : **SBIN0009054**

**2. DETAILS OF REMITTANCE TO MDL'S BANK ACCOUNT:**

(To be filled in by the vendors/firms making remittance of funds in MDL'S Bank Account)

<b>Date of Remittance</b>	<b>Name of Firm</b>	<b>UTR No.</b>	<b>MDL tender/PO. Ref No.</b>	<b>Nature of Remittance viz. EMD/SD etc.</b>	<b>Amount Remitted (Rs.)</b>

**Signature of Vendor/Representative**

**3. SAP Parked document No: \_\_\_\_\_ Date: \_\_\_\_\_**

(To be filled in by MDL's Commercial Executive)

*Sr. No.2 and 3 above will be filled in by the Vendor and MDL commercial Executive respectively and the form forwarded to Treasury Section for posting of SAP Document to the respective Bank Account.*

**PROFORMA BANK GUARANTEE FOR SECURITY DEPOSIT CUM PERFORMANCE**

(ILLUSTRATIVE FORMAT)

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

IN CONSIDERATION OF MAZAGON DOCK SHIPBUILDERS LIMITED, a Company within the meaning of Companies Act 2013 and having its registered office at Dockyard Road, Mumbai 400010 (hereinafter referred to as the "the Purchaser" which expression shall, unless it be repugnant or contrary to the subject or context thereof, be deemed to mean and include its successors and assigns) having placed an order on Messers ..... a partnership firm/sole proprietor business/a company registered under the Companies Act, 1956 having its Registered office at .....(hereinafter called the Contractor/ Supplier which expression shall, unless it be repugnant or contrary to the subject or context thereof, be deemed to mean and include its successors and assigns) vide order No..... dated..... (hereinafter called "the order" which expression shall include any amendments/alterations to "the order" issued by "the Purchaser") for the supply , delivery at site, installation and commissioning of certain equipment, item/services/civil works etc. as stated in the said Order and the Purchaser having agreed that the Contractor / Supplier shall furnish a security for the performance of the Contractor's / Supplier's obligations and/or discharge of the Contractor's / Supplier's liability in connection with the said order and the Purchaser having agreed with the Contractor/Supplier to accept a performance guarantee, We, ..... Bank having office at ..... (hereinafter referred to as "the Bank" which expression shall includes its successors and assigns) hereby agree to pay to the Purchaser without any demur on first demand an amount not exceeding Rs..... (Rupees.....only) being 5% of the order value against any loss or damage, costs, charges and expenses caused to or suffered by the Purchaser by reason of non-performance and non-fulfilment or for any breach on the part of the Contractor / Supplier of any of the terms and conditions of the said order.

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

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

4. We, ..... Bank further agree with the Purchaser that the Purchaser shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said order/or to extend time of performance by the Supplier from time to time or to postpone for any time to time any of the powers exercisable by the Purchaser against the Contractor/Supplier and to forbear to enforce

any of the terms and conditions relating to the order and we shall not be relieved from our liability by reason of any such variation or extension being granted to the Contractor/ Supplier or for any forbearance, act or omission on the part of the Purchaser or any indulgence by the Purchaser to the Contractor/Supplier or by any such matter or things whatsoever which under the law relating to sureties would have the effect of relieving us.

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

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

7. Notwithstanding anything contained herein above:

i) Our liability under this guarantee shall not exceed Rs.....

ii) This Bank Guarantee shall be valid upto and including..... ; and

iii) We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before ..... (validity + --- weeks from the date of expiry of this guarantee).

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

IN WITNESS WHEREOF the Bank has executed this document on this ..... day of .....

For..... Bank

(by its constituted attorney)

(Signature of a person authorized

to sign on behalf of "the Bank")

**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**

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

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

S.No.	Particulars	Reference No. / Acknowledgement No. & date
1	ITR filed for AY 2022-23 (FY 2021-22)	Data to be filled by company
2	ITR filed for AY 2023-24 (FY 2022-23)	Data to be filled by company
3	ITR filed for AY 2024-25 (FY 2023-24)	Data to be filled by company
4	ITR filed for AY 2025-26 (FY 2024-25)	Data to be filled by company

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

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

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

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

**Signature & Stamp of Authorized representative of Company**

**DECLARATION CERTIFICATE FOR LOCAL CONTENT**

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 Local Content & prescribed tender conditions).

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CORPORATION, PARTNERSHIP OR INDIVIDUAL)

IN RESPECT OF BID / TENDER No. ....

ISSUED BY: (Name of Firm): .....

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

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

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have read and understood the requirement of local content (LC) and same is specified as percentage calculated in accordance with the definition provided at clause 2 of revised Public Procurement (preference to Make in India) Order 2017.  
  
"Local content" as per above order means the amount of value added in India which shall be the total value of items procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value in percent."
- (c) I have satisfied myself that the goods/services/works to be delivered in terms of the above-specified bid comply with the local content requirements as specified in the tender for 'Class-I Local Supplier' / 'Class-II Local Supplier', and as above.
- (d) I understand that a bidder can seek benefit of either Public Procurement Policy for MSEs –Order 2012 or Public Procurement (preference to Make in India) Order 2017 and not both and once the option is declared / selected it is not permitted to be modified subsequently. Accordingly, I seek the benefit from the below declared purchase preference policy only.

I seek benefits against the following policy only (Select only one Option):

- 1) PPP MSE Order 2012  (applicable for MSE manufacturers)
- 2) PPP MII 2017  (applicable for Class I suppliers as well as MSE manufacturers)

(Note: If not declared / selected it shall be deemed that purchase preference benefit is sought under PPP MII 2017 policy. However, selection of both the options will be treated as ambiguous and will result in rejection of bid)

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

Tender Item Sr No	Local content calculated as above %	Location of local value addition

Attach separate sheet duly signed if space is not sufficient

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

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

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

SIGNATURE:

DATE: \_\_\_\_\_

Seal / Stamp of Bidder