

OPEN TENDER (TWO BID)**Mazagon Dock Shipbuilders Limited**
(Submarine Division)**BUYER SPECIFIC ADDITIONAL TERMS & CONDITIONS**
(Chock Fast Resin PR-610 TCF)

MAZAGON DOCK SHIPBUILDERS LTD. (MDL), Mumbai India, a premier Warship building, Ship repair, Submarine Construction & Refits and Heavy Engineering Company owned by Government of India under Ministry of Defence, is contracted for construction of six in number SCORPENE SUBMARINES (P75-Project) for INDIAN NAVY in collaboration with M/s. NAVAL GROUP, FRANCE.

MAZAGON DOCK SHIPBUILDERS LTD (Purchaser / Buyer) INVITES COMPETITIVE BID through GeM Portal for the following Supply / Services from **Vendors**. This is **Open GeM Bid in Two Bid Packet**.

SUBJECT: - PROCUREMENT OF HULL MPM ITEM(POS-US07H) FOR SM6 OF P75.

| <u>(A) TENDER ENQUIRY FORM (TEF)</u> | |
|---|--|
| 1. | Description: Procurement of 'Chock Fast Resin PR-610 TCF' for SM6 of P75. The detailed scope of Supply is attached as Enclosure-01 . |
| 2. | Instructions to the bidder: Bidder to bid and submit all documents strictly through GeM Portal only. |
| 3. | Validity Period: Bids / Offers shall have a validity period of 180 Days from the GeM Bid closing date. A bid valid for a shorter period will be liable for rejection. |
| 4. | Earnest Money Deposit (EMD) / BID BOND: A. Earnest Money Deposit: EMD value is Rs 75,000.00 B. Mode and form of EMD: In case of Indigenous bidders, EMD shall be obtained by way of NEFT / Demand Draft / Pay order / Bank Guarantee / Insurance Security Bond / e-Bank Guarantee in favour of Mazagon Dock Shipbuilders Limited, Mumbai from the list of Banks approved by SBI / Canara Bank published on MDL website. Crossed DD / Pay Order issued by Co-operative banks however may be considered to be accepted and the bid would be considered accordingly. In case of Foreign bidders, authorized Indian agent of the overseas bidders can submit EMD in the form of bank draft in Indian Rupees. Similarly authorized Indian Agent can submit BG from bank as per list of banks approved by SBI / Canara Bank as bank of international repute published on MDL website on behalf of foreign bank. The original of the scanned copy of EMD (BG) should reach HOD (C)/ Dealing Executive within seven days of the tender closing date. For inward remittance of any inland deposit or any amount for BG in INR etc, the following bank A/c is to be used. A/c no.: 10005255246, IFSC: SBIN0009054 State Bank of India, Mazagaon Dock Branch, Mumbai-400010 C. EMD is exempted for following cases: i. Estimated Tender value up to INR 10 lakhs. |

OPEN TENDER (TWO BID)

- ii. State & Central Government of India Departments & Public Sector Undertakings.
- iii. Firms registered with MDL. To qualify for EMD exemption, firms should necessarily submit valid copy of the Registration Certificate issued by MDL, for the items / services for which the offer is being submitted. Firms in the process of obtaining MDL registration will not be considered for EMD exemption.
- iv. Micro and Small Enterprises who are manufacturer or Service Provider and give specific confirmation to this effect at the time of bid submission and whose credentials are validated online through Udyam Registration (as validated by Government from time to time) and through uploaded supporting documents. Micro and Small Enterprises (MSEs) who are holding valid Udyam Registration and are manufacturer of the offered Product or Service (Primary Product / Service - in case of bunch bid with total value wise evaluation) and give specific confirmation to this effect at the time of bid submission and claim EMD exemption and whose credentials are validated online through Udyam Registration website of Ministry of MSME.
- v. Firms registered with NSIC under its "Single Point Registration Scheme". (Exemption will apply only to items/services for which they are registered. To qualify for EMD exemption, firms should necessarily submit valid copy of the Registration Certificate along with the list of items / services for which they are registered, as issued by NSIC, in Part-I offer / bid. Firms in the process of obtaining NSIC registration will not be considered for EMD exemption.
- vi. Start-ups as recognized by Department of Industrial Policy and Promotion (DIPP).
- ~~vii. Limited, Single & Emergency tenders.~~
- ~~viii. Tenders approved by Functional Director for waiver of EMD.~~
- ix. The recognised institutes such as VJTI/IIT.
- x. Common/Deemed DPSU registered vendors qualify for EMD exemption. Such firms shall submit valid copy of the registration certificate issued by DPSUs (other than MDL) for the items / services for which the offer is being submitted in Part-I offer/bid. Firms in process of obtaining registration in other DPSUs will not be considered for EMD exemption.
- xi. Green Channel Status vendors qualify for EMD exemption. Such firms shall submit valid copy of the Green channel certificate issued by MoD for the items for which the offer is being submitted in Part-I offer/bid. Firms in process of obtaining this certificate will not be considered for EMD exemption.

Note: Offers with non-submission of EMD shall be categorically rejected other than exempted category. Bidder shall submit/upload the supporting documentary evidence along with Part I bid for claiming EMD exemption.

D. Refund of EMD

Refund of EMD in all the cases shall be without interest as stated below:

- i. EMD will be refunded to the technically rejected bidders and remaining bidders after placement of order on the successful bidder.
- ii. In the event of cancellation of tender, the EMD will be refunded / returned to all the bidders.
- iii. EMD of successful bidders will be refunded on receipt of performance security.
- iv. If the validity of the offer of the firm has expired and if bidder is not willing to extend the validity of offer.

E. Forfeiture of EMD

EMD shall be forfeited in the following cases:

- i. Bidder withdraws, amends, impairs or derogates from the tender, agreed conditions of TNC / PNC in any respect within the period of validity of his offer.
- ii. Non-acceptance of order.

OPEN TENDER (TWO BID)

| | |
|----|--|
| 5. | <p>Submission of offer</p> <p>Offer must be forwarded through GeM Portal and scanned copies of the below mentioned documents to be attached:</p> <ul style="list-style-type: none"> i) Statement on their Company Letterhead indicating Tender No, Tender Date, confirming compliance and acceptance on the Scope of Supplies and other Terms and Conditions as included in this tender enquiry, duly signed, stamped and dated by bidder's authorized person(s). ii) Bidder to submit acceptance on clauses of Tender Enquiry Form (TEF), General Conditions of Contract (GCC) as 'ACC or DEV' as applicable for each of the clause at tender (Enclosure-03, 04 respectively). iii) Price schedule BLANKING the PRICES but clearly indicating 'QUOTED / UNQUOTED' as applicable against the listed item in the prescribed format of e – tender/bid. (Enclosure-02). iv) Deviation Sheet in the prescribed format (Enclosure-05) in case of any deviations from Terms, Conditions and/or technical requirements specified in the TEF & GCC. v) Bidder to submit signed scanned copy of complete tender document as acceptance. vi) Manufacturer's Product Catalogues/Data sheets of the offered material and / or Technical Specifications. vii) Bidder to submit Declaration of Local content certificate as per Enclosure-12 at the time of bidding and Actual local content certificate as per Enclosure-13 at the time of delivery. viii) Bidder to submit List of Documents and Certificates those will be provided along with item(s) at the time of delivery. ix) Pre-qualification documents. x) Bidder to submit Integrity Pact as per Enclosure-4. xi) Bidder is requested to submit the draft QAP in their offer for approval. xii) Bidder to submit their complete Bank details for payment. |
| 6. | <p>Pre-Qualification Documents & Criteria:</p> <p>A. Commercial Criteria-</p> <ul style="list-style-type: none"> i. Bidders to submit Shop and establishment registration certificate or registration certificate from registrar of firms or certificate of incorporation from Registrar of Companies or any other valid document that confirms the firm's status. ii. The average annual financial turnover of 'The bidder' during the last three years, ending 31st March (or any other year ending followed in relevant country) of the previous financial year excluding the calendar year of tendering should be at INR 11,25,000.00 as per the annual report (audited balance sheet and profit and loss account) of the relevant period, duly authenticated by a Chartered Accountant/Cost Accountant in India or equivalent in relevant countries. <p>B. Technical Criteria-</p> <ul style="list-style-type: none"> i. The bidder should have supplied for at least the last three years, ending 31st March of the previous financial year, supplied with the same product that is "PR-610 TCF Chock Fast with Catalysation Tamping" (hereinafter called 'The Product'). ii. The bidder' should have supplied at least 40% of the current requirement (herein after referred as "The Qualifying Quantity") of 'The Product' in at least one of the last five years ending on 'The relevant Date'. |

OPEN TENDER (TWO BID)

| | |
|----|--|
| 7. | <p>Bid Rejection Criteria</p> <p>Categorical Rejection Criteria:</p> <p>The following conditions / deviations are non-negotiable and therefore any bid falling under these conditions / deviations shall be summarily rejected. Bidders to note that they shall not be provided any opportunity to rectify these conditions / deviations post bid opening:</p> <p>(a) Bids received after tender closing date and time.</p> <p>(b) Bids received other than through e portal (in case of e tender).</p> <p>(c) Bidders who are debarred under PPP MII order 2017, GeM, CPPP including Tender holiday issued by MDL.</p> <p>(d) Bids received without EMD (other than those who are exempted from payment of EMD).</p> <p>(e) In single stage Two Bid system non submission of either Technical Bid or Financial Bid for Manual Tender.</p> <p>Liabe for Rejection Criteria:</p> <p>For the following conditions (other than non-negotiable conditions indicated at 6.a), bidder shall be required to submit documents / clarifications within the duration/date stipulated by MDL, failing which their bids may be liable for rejection: -</p> <ol style="list-style-type: none"> Bidder's failure to submit sufficient or complete details for evaluation of the bids in respect of drawings / technical data which shall not however conflict with validity period. Unreasonably longer delivery period quoted by the firm. Bidders not agreeing to furnish required security Deposit/ Performance Security Bank Guarantee/Indemnity Bond till completion of the supplies / services as per contract. Bidder not agreeing for retention of equivalent amount by MDL up to the period till completion of contractual & warranty obligations. Incomplete/ misleading/ambiguous bids in the considered opinion of TNC/CNC. In case of GeM bid, the original of the uploaded copy of integrity Pact if not received within specified period of MDL in the tender. Bids with technical requirements and or terms not acceptable to MDL/ Customers/ External agency nominated, as applicable. Validity period indicated by bidders is shorter than that specified in the tender enquiry. Bidder not agreeing to supply spares (on board spares, B&D spares) / post sale product support/ post work completion support, as per contract. Bidders not agreeing to provide assistance wherever required for installation, STW, HATs, SATs and Training of equipment supplied by them, as per contract. Non-submission of compliance certificate w.r.t Land border clause as per Enclosure-10. Bid not accompanied by Integrity Pact duly signed by bidder on each page. |
| 8. | <p>Delivery/completion Period / Contract Period /Completion Schedule:</p> <p>a) Delivery Period: 06 weeks from date of order placement.</p> <p>b) The detailed scope of supply/work is placed at Enclosure-01.</p> <p>c) Firm shall deliver material in MDL East Yard - Stores.</p> <p>d) Bidder is requested to quote acceptance of the delivery period in the offer. Delayed deliveries beyond stipulated delivery period shall attract LD as per tender terms.</p> <p>Note: Delivery/completion date to be considered for the purpose of Liquidated Damages (if any) will be the date of delivery/completion of items in MDL. You are requested to confirm the delivery/completion schedule in the offer.</p> |
| 9. | <p>Pricing:</p> <p>a) The quoted prices shall remain firm and fixed during the currency of the order / contract unless agreed otherwise by MDL. Bidder shall quote the prices in GeM Bid.</p> <p>b) Bidders to note that GeM Prices must be inclusive of all Taxes and duties. Sellers are advised to quote prices inclusive of all taxes & duties.</p> <p>c) Price Variation Clause (PVC): Not Applicable</p> |

OPEN TENDER (TWO BID)

| | |
|------------|---|
| | d) Rate sheet format is at Enclosure-02 . |
| 10. | <p>Terms of Payment: No Advance payment allowed. Payments shall be made to the seller within 15-20 days of issue of consignee receipt-cum-acceptance certificate (CRAC) and on submission of following documents: a) One original and two copies of signed Invoice. b) Signed Goods Receipt Note (GRN) copy. c) Copy of Delivery Challan. d) Performance Security Bank Guarantee / e-PBG, if applicable. e) Copy of duly filled IT-TDS declaration in the prescribed enclosed format as per Enclosure-11.</p> <p>Note: i. GRN copy is MDL internal document. Balance documents are to be submitted by firm. ii. All above applicable docs are to be submitted in one lot, if not, received docs shall be returned.</p> |
| 11. | <p>Inspection/acceptance criteria: Receipt Inspection will be carried out at MDL, East yard stores by MDL (QA-EY) and SOT (MBI) on the basis of the inspection documents submitted by supplier. Any objection raised by MDL inspection team against quality of material or workmanship shall be satisfactorily corrected by the supplier at his expenses including replacement as may be required within mutually agreed shortest possible time. Firm has to forward Technical Manual & Test reports, as applicable along with Guarantee/Warranty Certificates from date of successful delivery/completion of items/service (Enclosure-07), Certificate of Conformity (COC) (Enclosure-06) & Shelf Life Certificate for 80% residual life.</p> <p>Rejection of Material: Any portion of the equipment found defective/rejected, the supplier shall collect the same at his cost from the MDL Yard, all incidental charges being born by supplier, (inclusive of custom duty, if payable), within 14 days from the date of intimation to the supplier of such rejection. The MDL reserves the rights to dispose off the rejected item at the end of a total period of 90 days in any manner, to the best advantage to the MDL & recover storage charges & any consequential damages, from sale proceeds of such disposal.</p> |
| 12. | <p>Guarantee/ Warranty: The items are to be warranted for the period of 12 months from the date of supply of items in MDL stores. Warranty Cert to be submitted along with delivery as per Enclosure-07. The bidder will have to rectify any defect noticed during warranty period at no extra cost to MDL.</p> |
| 13. | <p>Performance Security (Performance Bank Guarantee cum Security Deposit): Bidder shall submit Performance Security (Performance Bank Guarantee (PBG) cum Security Deposit (SD)) for an amount of 5% (Five per cent) of the Contract/Order value excluding taxes, duties, freight etc. in the form of NEFT/ Demand Draft / Pay order / Bank Guarantee / Insurance Security Bond / e-Bank Guarantee in favour of Mazagon Dock Shipbuilders Limited, Mumbai from the list of Banks approved by SBI / Canara Bank published on MDL website (Enclosure-14), as per MDL standard format at Enclosure-08 within 25 days after notification of the award of contract and it should remain valid for a period of 60 (sixty) days beyond the date of completion of all contractual obligations of the supplier, including warranty obligations.</p> <p>Performance Security will be refunded to the contractor without interest, after suppliers/sellers duly performs and completes the contract in all respects but not later than 60 (sixty) days of completion of all such obligations including the warranty under the contract.</p> <p>Note: (i) In case of failure to submit performance security by the supplier within 25 days of transmission / notification of order by any mode, EMD (if available) will be forfeited and MDL reserves the right to cancel the order and invoke the risk purchase clause.</p> |

OPEN TENDER (TWO BID)

| | |
|-----|--|
| | <p>(ii) In cases where the supplier / contractor has not submitted the Performance Security and already commenced supply / services, the Performance security shall be withheld from his bills if any. In such case, interest shall also be recovered for the period starting from 26th day of transmission / notification of order/contract by any mode and amount involved at the relevant rate of interest notified by authority. For foreign supplier, it will be EUROBOR/LIBOR plus 2%. For Indian suppliers, it will be SBI BPLR plus 2%, declared by Indian Nationalized Bank State Bank of India for that quarter.</p> <p>(iii) Performance Security can also be submitted by remitting equivalent amount in MDL's Bank Account and submit the proof of payment: For inward remittance of any inland deposit or any amount for BG in INR etc, the following bank A/c is to be used. A/c no.: 10005255246, IFSC: SBIN0009054 State Bank of India, Mazagaon Dock Branch, Mumbai-400010</p> |
| 14. | <p><u>Order (Public Procurement No.4) dtd 23 Feb 2023 on Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017</u></p> <p>Gol vide Order (Public Procurement No.4) dtd 23 Feb 2023 has imposed Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017 on bidders from a country which shares a land border with India. Accordingly, following shall be complied by the Bidders while submitting bids.</p> <p>A) Any bidder from a country which shares a land border with India will be eligible to bid in this tender, whether of goods or services (including consultancy services and non-consultancy services) only if the bidder is registered with the Competent Authority. Further, any bidder (including an Indian bidder) who has a Specified Transfer of Technology (ToT) arrangement with an entity from a country which shares a land border with India will be eligible to bid in any procurement whether of goods or services (including consultancy services and non-consultancy services) only if the bidder is registered with the Competent Authority.</p> <p>B) The Competent Authority for the purpose of registration under this Order shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT). <u>The Bidder shall submit declaration / certificate as per Annexure "C" towards compliance of Public Order on Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017.</u> Any false declaration and non-compliance of the above would be a ground for debarment and further legal action in accordance with law.</p> <p>C) Validity of registration: In respect of tenders, registration shall be valid at the time of submission of bids and at the time of acceptance of bids. In respect of supply otherwise than by tender, registration should be valid at the time of placement of order. If the bidder was validly registered at the time of acceptance / placement of order, registration shall not be a relevant consideration during contract execution</p> <p>D) This order will not be applicable for cases stipulated in the Order (Public Procurement No.4) (as amended from time to time)</p> <p>E) "Bidder" for the purpose of this Order (Public Procurement No.4) (including the term 'tenderer', 'consultant' 'vendor' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.</p> <p>F) "Bidder from a country which shares a land border with India" for the purpose of this Order (Public Procurement No.4) means</p> <p>a) An entity incorporated, established or registered in such a country; or</p> |

OPEN TENDER (TWO BID)

- b) A subsidiary of an entity incorporated, established or registered in such a country; or
- c) An entity substantially controlled through entities incorporated, established or registered in such a country; or
- d) An entity whose beneficial owner is situated in such a country; or
- e) An Indian (or other) agent of such an entity; or
- f) A natural person who is a citizen of such a country; or
- g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

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

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

Explanation-

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

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

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

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

(iv) Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

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

G) "Agent" for the purpose of this Order (Public Procurement No.4) dtd 23 Feb 2023 is a person employed to do any act for another, or to represent another in dealings with third persons.

I) "Transfer of Technology" means dissemination and transfer of all forms of commercially usable knowledge such as transfer of know-how, skills, technical expertise, designs, processes and procedures, trade secrets, which enables the acquirer of such technology to perform activities using the transferred technology independently.

J) In works contracts, including turnkey contracts, contractors shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

- 15. Consignee:**
The Supplier/Vendor shall arrange dispatch and delivery of goods by appropriate

OPEN TENDER (TWO BID)

| | |
|------------|---|
| | <p>transport mode as per the order and consign the same to: East Yard- Store Mazagon Dock Shipbuilders Limited, Dock Yard Road, Mumbai – India 400 010. Phone: 022-23763651/52 Contact Person: Officer In Charge, East Yard – Stores</p> |
| 16. | Integrity Pact: Not applicable. |
| 17. | <p>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,</p> <ol style="list-style-type: none"> Bidder has withdrawn / modified / amended / impaired / derogated from the tender during the period of bid validity. Bidder fails or refuses to execute the contract upon notification of acceptance of bid by the purchaser during the period of bid validity. |
| 18. | <p>Public Grievance Cell: A Public Grievance Cell headed by Shri. R. R. Kumar (ED-Prod) 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 hours in his office on 4th floor, D2 Bldg, East Yard, MAZAGON DOCK SHIPBUILDERS LIMITED, Dock Yard Road, Mumbai, 400010, INDIA or send their complaints / grievances to him in writing for redressal. His Telephone No. is +91 22-2376 263512 and Ext 3517</p> |
| 19. | <p>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/completion schedule mentioned in PO. In cases of delay not attributable to Purchaser, beyond the agreed schedule, the Supplier / Contractor shall pay liquidated damages, a sum representing 0.5 % (Half percent) per week or part thereof, subject to maximum of 10% of the undelivered /unfinished portion of the order/ contract.</p> |
| 20. | <p>Free Issue Material Bank Guarantee (FIMBG): Not Applicable In case the materials supplied by bidder are reported to be defective/non-compliant with ordered specifications, after it's receipt in MDL or during warranty period, for which the payments have already been made by MDL to the firm, then the firm is required to submit Free Issue Material Bank Guarantee (FIMBG) in the prescribed format of MDL at Enclosure-09 and FIMBG should be submitted within 15 days from intimation of the non-conformity of items by MDL. The value of FIMBG shall be equivalent to the value of material paid by MDL to the firm with adequate validity up to the execution of the contract / delivery of material, inspected /accepted and receipt at MDL. Such defective/non-compliant materials to be taken back by firm and after re-work/replacement must be delivered to MDL/IN designated place on Door-Delivery basis at no cost what so ever to MDL. Note:- i. Separate BG equivalent to the value of item need not be required if valid PBG is available to cover the cost of item.</p> |
| 21. | <p>Option Clause: MDL retains the right to increase/decrease the ordered quantity by up to 50 % at any time, till final delivery date (or the extended delivery date of the contract), by giving reasonable notice even though the quantity ordered initially has been supplied in full before the last date of the delivery period (or the extended delivery period).</p> |
| 22. | <p>In Service Life/Shelf Life: The under the scope of work shall be supplied from the latest production having minimum 80% residual shelf life from date of delivery. The In Service Life/Shelf Life of the material shall be stipulated in the offer Part-I (Technical Bid). In case of shelf life, the period and the relevant storage conditions should be clearly specified. Details of Shelf Life shall be submitted in Part-I bid.</p> |
| 23. | Right to reject any or all bids: |

OPEN TENDER (TWO BID)

| | |
|------------|---|
| | MDL reserves its right to accept or reject any or all bids, abandon / cancel the tender process, and issue another tender for the same or similar Goods/Services at any time before the award of the contract. It would have no liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for such action(s). |
| 24. | Modification to Bids: (a) Bidders may revise their bids prior to the original or extended closing date and time of the tender. (b) It shall be the responsibility of the bidder to ensure that the covers containing modified bids are clearly marked as "Modified / Revised Bid" and deposited in the designated tender box / uploaded on GeM portal before the tender closing date and time." |
| 25. | Book Examination Clause (BEC): Not Applicable In case it is found to the satisfaction of MDL that the Supplier has engaged an Agent or paid commission or influenced any person to obtain the contract as described in clauses relating to Agents/Agency Commission and penalty for use of undue influence, the supplier, on a specific request of MDL shall provide necessary information/inspection of the relevant financial documents/information. |
| 26. | Non-Disclosure Agreement (NDA): Not applicable. |
| 27. | Export License: Not applicable. |
| 28. | MDL reserves the right to consider placement of Order / Contract in part or in full against the tendered quantity. |
| 29 | Trade Receivable Discounting System (TReDS) For MSEs: TReDS is a digital platform to help MSMEs to address their financial needs for facilitating the financing of trade receivables from buyers, through multiple financiers. TReDS is governed by the Reserve Bank of India under the Payment and Settlement Systems Act, 2017 and the Factoring Regulations Act, 2011. Under the TReDS initiative, at present, RBI has given licenses to three participants (RXIL, Invoice Mart, M1Xchange). MDL is registered for TReDS online platform with A.TREDS Ltd, & M1Xchange to facilitate payments to MSMEs through TReDS. At TReDS, auctioning of invoices at competitive & transparent environment is done by financiers based on Buyer's credit profile. MSE bidders desirous to receive payments through TReDS platform may avail the facility if they are already registered on TReDS platform or by registering on any one of the service provider. Contact Details of TReDS platform service providers are to be indicated. MSE bidders upon successful delivery shall submit their invoices along with the mandated enclosures at MDL, Central Receipt Section. MSE vendors, desirous to receive payments through a particular TReDS platform must submit their TReDS details along with the invoice at MDL, Central Receipt Section. Upon receipt and acceptance of the supplied material and receipt of invoices with the mandated enclosures, MDL shall process the invoice for payment on that particular TReDS platform. Any unfinanced invoices / invoices of MSE bidders seeking payment from MDL directly shall be processed as per the Standard payment terms agreed in PO / contract." |
| 30. | Claims by Firms: No claims by the firms will be entertained after 03 years from date of execution/completion of order. |
| 31 | In case of any technical clarifications requirement, bidder(s) are requested to contact Mr. Swapnil Rupaye, M (D-EY) Phone: 022-2376-3618 Email Id: ssrupaye@mazdock.com , before closing date of the tender. |
| | Yours faithfully, For MAZAGON DOCK SHIPBUILDERS LIMITED Purchase Executive (Vedveer Mishra, M (C-EY) vmishra@mazdock.com , 022-2376-2609/04) |

OPEN TENDER (TWO BID)

Enclosures

- Enclosure-01: Scope of Supply / Work.
- Enclosure-02: Rate Sheet format
- Enclosure-03: TEF Acceptance format
- ~~Enclosure-04: GCC Acceptance format~~
- Enclosure-05: Deviation format
- Enclosure-06: Form of certificate of conformity (COC)
- Enclosure-07: Warranty Certificate format
- Enclosure-08: Format of Performance Security
- ~~Enclosure-09: Free Issue Material Bank Guarantee format~~
- Enclosure-10: Declaration Certificate w.r.t Land Border Clause (Order (Public Procurement No.4) dt 23 Feb 2023 on Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017
- Enclosure-11: Declaration in relation to New Provision under Section 194Q, 206AB & 206CC of the Income tax act 1961 (IT-TDS Declaration)
- Enclosure-12: Declaration certificate for Local content
- Enclosure-13: Actual Local content certificate
- Enclosure-14: List of approved banks.

SCOPE OF WORK

- A. PROCUREMENT OF **‘Chock Fast Resin PR-610 TCF’ Make: Polyresin** exactly as detailed in rate sheet at Enclosure-02.
- B. Following criterion is applicable:
1. Supply should be strictly as per part number/specs indicated in the item details. No alternate material will be accepted in any case.
 2. Firm to provide CoC, Warrantee Certificate for a period of 12 months from date of delivery to MDL and Shelf Life Cert for 80% residual Shelf Life.
 4. Receipt Inspection: QA-EY (MDL) & SOT (MB).

OPEN TENDER (TWO BID)

Enclosure-02RATE SHEET

| Sr. No | Item Description | Qty | Basic unit rate (Rs) | Total basic Price (Rs) | GST % | Total Price including tax (Rs) | HSN /SAC Code | Quoted/ Not quoted |
|--------|--|---------|----------------------|------------------------|-------|--------------------------------|---------------|--------------------|
| 10 | Chock Fast Resin PR-610 TCF Resin PR-610 TCF chock fast with catalyzation Tamping Make: Polyresin NOTE: This item corresponds to small unit package (3.5kg), containing Resin (3.3 kg) and Hardener (0.23 kg) | 240 Nos | | | | | | |

Note: -

Firm to quote prices inclusive of all i.e. taxes & duties (if any) on non-exceeding basis on GEM portal. Break up for the same to be shared post price bid opening. GST will be paid at actuals on non-exceeding basis.

OPEN TENDER (TWO BID)

Enclosure-03

TEF ACCEPTANCE FORMAT
(Bidders requested to fill complete details as)

To,
 MAZAGON DOCK SHIPBUILDERS LIMITED
 COMMERCIAL DEPARTMENT (EY)

| TEF CLAUSE No. | BIDDER'S REMARK ACC/DEV | TEF CLAUSE No. | BIDDER'S REMARK ACC/DEV | TEF CLAUSE No. | BIDDER'S REMARK ACC/DEV |
|----------------------|-------------------------------|----------------------|-------------------------------|----------------------|-------------------------------|
| 1. | | 2. | | 3. | |
| 4. | | 5. | | 6. | |
| 7. | | 8. | | 9. | |
| 10. | | 11. | | 12. | |
| 13. | | 14. | | 15. | |
| 16. | Not Applicable | 17. | | 18. | |
| 19. | | 20. | Not Applicable | 21. | |
| 22. | | 23. | | 24. | |
| 25. | Not Applicable | 26. | Not Applicable | 27. | Not Applicable |
| 28. | | 29. | | 30. | |
| 31. | | | | | |

COMPANY'S NAME & ADDRESS :

SIGNATURE:
 DATE:
 NAME:
 DESIGNATION:
 BIDDER'S COMPANY SEAL:

NOTES:

1. Bidder should carefully read the Terms & Conditions of the Tender Enquiry Form (TEF) prior to filling up this acceptance format.
2. This format should be properly filled, signed and returned by the bidder(s) along with their technical offer for considering their Bid.
3. Bidder should indicate "ACC" for Accepted, "DEV" for Deviation Taken for each clause number in the above table.
4. Bidder to attach Separate Sheet indicating all relevant details such as Number & description of the Clause, Reasons for Deviation and Alternative suggested for any deviations taken by them.
5. Clause numbers shown in the above format also includes the sub-clauses under these clauses. For example, Clause no. '3' means – Clause nos. 3.1, 3.1.1, 3.1.2.....

OPEN TENDER (TWO BID)

Enclosure-04**GCC ACCEPTANCE FORMAT****(Bidders requested to fill complete details as)**

To,
MAZAGON DOCK SHIPBUILDERS LIMITED
COMMERCIAL DEPARTMENT (EY)

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

COMPANY'S NAME & ADDRESS :

SIGNATURE:

DATE:

NAME:

DESIGNATION:

BIDDER'S COMPANY SEAL:

NOTES:

1. Bidder should carefully read the Terms & Conditions of the General Conditions of Contract prior to filling up this acceptance format.
2. This format should be properly filled, signed and returned by the bidder(s) along with their technical offer for considering their Bid.
3. Bidder should indicate "ACC" for Accepted, "DEV" for Deviation Taken for each clause number in the above table.
4. Bidder to attach Separate Sheet indicating all relevant details such as Number & description of the Clause, Reasons for Deviation and Alternative suggested for any deviations taken by them.
5. Clause numbers shown in the above format also includes the sub-clauses under these clauses. For example, Clause no. '3' means — Clause nos. 3.1, 3.1.1, 3.1.2

OPEN TENDER (TWO BID)**Enclosure -05****Format of Deviation Sheet**

(To be made on Bidder's Company Letterhead, duly signed & stamped, dated and submitted along with the offer by the Bidder)

| Deviation Sr. No. | Page Sr. No and Enclosure Reference No. as relevant of the Tender Enquiry | Clause Number for which the Deviation is Sought | Brief Text Description of the Clause | Reasons for Deviation | Suggested Alternative |
|-------------------|---|---|--------------------------------------|-----------------------|-----------------------|
| 1. | | | | | |
| 2. | | | | | |
| & so on... | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

COMPANY'S NAME & ADDRESS:

SIGNATURE :
 DATE :
 NAME :
 DESIGNATION :
 BIDDER'S COMPANY SEAL:

FORM OF CERTIFICATE OF CONFORMITY

In accordance with the Order N°..... Dated placed by MAZAGON DOCK SHIPBUILDERS LIMITED on (Bidder's Name) and corresponding to (Bidder's Name) invoice no dated.....

1. We herewith certify that corresponding to the Item description..... related to Yard Nos. 11880

| Item no as per PO | Item Description as per PO | Material Grade / Specs / Type/Part No. | Measurement Unit | Quantity as per PO | Quantity accepted |
|-------------------------|----------------------------------|---|---------------------|-----------------------|----------------------|
| | | | | | |

2. We further certify that:
- Each of the item supplied has been identified by permanent marks (such as Reference No.....) with appropriate method such as engraving / non erasable ink/punching where permissible.
 - Each of the items supplied are manufactured with quality and are fully compatible and suitable for use with the respective main equipment ordered by MDL under Project-75.

| | |
|---------------------------------------|---|
| List of waivers accepted by the Buyer | List of waivers not accepted by the Buyer |
| Bidders to specify: | Nil |

3. All details listed below as applicable to each line item have been verified, found compliant and acceptable as per terms of above mentioned order: -

Description, Quantity, Aspect, Technical Data Sheets, Calibration Reports, Shock indicators, Tilt indicators, Shelf Life details indicating Date of Manufacture & Expiry and packaging in correlation with Packing List.

For and on behalf of

(Supplier's name)
In- charge of QUALITY
 Seal signature & date

DATE :
 NAME :
 DESIGNATION :
 BIDDER'S COMPANY SEAL:

FORMAT OF WARRANTY CERTIFICATE

In accordance with the Order N°..... Dated placed by MAZAGON DOCK SHIPBUILDERS LIMITED on _____(Name of firm)

Description of Spares /Item(s) and Manufacturer's Serial Number (OR any other such ID No) as per packing list no..... datedenclosed herewith

Bill of Lading/Air Way Bill no /Delivery Challan No. & Date.....

Covered by _____ (Name of firm) Invoice No & Date..... are warranted according to the terms and conditions as specified in the order.

The Date of issue of the certificate: DD/MM/YYYY

The Date of the end of validity of the guarantee: DD/MM/YYYY

For and on behalf of

COMPANY'S NAME & ADDRESS:

SIGNATURE :
DATE :
NAME :
DESIGNATION :
SUPPLIER'S COMPANY SEAL:

PROFORMA BANK GUARANTEE FOR PERFORMANCE SECURITY

(ILLUSTRATIVE FORMAT)

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

IN CONSIDERATION OF MAZAGON DOCK SHIPBUILDERS LIMITED (Formerly known as MAZAGON DOCK LIMITED) a company incorporated under the Companies Act 1956 and having its registered office at Dockyard Road, Mumbai 400010 (hereinafter referred to as the "the Purchaser" which expression shall, unless it be repugnant or contrary to the subject or context thereof, be deemed to mean and include its successors and assigns) having placed an order on 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 include 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-fulfillment 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 fulfill 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 or winding up of the business of the contractor/ supplier.

OPEN TENDER (TWO BID)

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 + 4 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")

NOTE:

- 1. Indigenous supplier or Foreign Supplier through Indian Bank to submit BG.
- 2. If foreign supplier submits BG through Foreign Bank the same should be submitted by SWIFT.MDL Bank SWIFT A/c.No.is SBININBB101.

PROFORMA BANK GUARANTEE FOR FREE ISSUE MATERIAL

(ILLUSTRATIVE FORMAT)

~~(On Non-Judicial stamp paper of value Rs. 500/-. However, the value of stamp paper to be confirmed from Legal Department, MDL.)~~

~~IN CONSIDERATION OF MAZAGON DOCK SHIPBUILDERS LIMITED, a company incorporated under the Companies Act 1956 and having its registered office at Dockyard Road, Mumbai 400010 (hereinafter referred to as the "the Company" 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 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") which, inter alia, provides for the issuance of materials such as MS/AL Sheets, Steel, Component etc free of cost to the Contractor/ Supplier for Galvanising, heat treatment, Fabrication, Fitment etc. on returnable basis subject to furnishing a Bank Guarantee equivalent to the value of materials supplied by the Contractor / Supplier to the Company, We, Bank having office at (hereinafter referred to as "the Bank" which expression shall include its successors and assigns) hereby agree to pay to the Company without any demur on first demand an amount not exceeding Rs..... (Rupees.....only) against any loss or damage, costs, charges and expenses caused to or suffered by the Company by reason of non performance and nonfulfilment or for any breach on the part of the Contractor / Supplier of any of the terms and conditions of the said order.~~

~~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 Company 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.~~

~~We, Bank further agree that the amount demanded by the Company 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 Company 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.~~

~~We, Bank further agree with the Company 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 Company from time to time or to postpone for any time to time any of the powers exercisable by the Company 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 Company or any indulgence by the Company 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.~~

OPEN TENDER (TWO BID)

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

~~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.~~

~~Notwithstanding anything contained herein above:~~

~~Our liability under this guarantee shall not exceed Rs.....~~

~~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 authorised to sign on behalf of 'the Bank')~~

Annexure "C"

(Compliance Certificate w.r.t Land Border Clause)

Declaration of Compliance of Order (Public Procurement No.4) dtd 23 Feb 2023 on Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017

(Before completing this declaration, bidders must study the General Conditions, Definitions, Govt Directives applicable in respect of Public Procurement No.4) dtd 23 Feb 2023 on Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017).

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. 4) dtd 23 Feb 2023 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.
- 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**

OPEN TENDER (TWO BID)

Enclosure -11

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

| S.No. | Particulars | Reference No. / Acknowledgement No. & date |
|-------|---------------------------------------|--|
| 1 | ITR filed for AY 2019-20 (FY 2023-24) | Data to be filled by company |
| 2 | ITR filed for AY 2020-21 (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 2021-22 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 Authorised representative of Company

OPEN TENDER (TWO BID)

Enclosure-12

DECLARATION CERTIFICATE FOR LOCAL CONTENT
(Tender value Less than Rs 10 Crores)

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) 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)

OPEN TENDER (TWO 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 or tender wise strictly as per the terms of 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 : _____
of Competent Authority

DATE: _____

Seal / Stamp of Bidder

OPEN TENDER (TWO BID)

Enclosure-13

ACTUAL LOCAL CONTENT CERTIFICATE
(Tender value Less than Rs 10 Crores)

Note 1: This certificate shall be submitted by the successful bidder post execution of the contract.

LOCAL CONTENT DECLARATION (post execution of contract / PO) 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 CONTRACT No./ PO 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),
that:

- (a) The facts contained herein are within my own personal knowledge.
(b) My/our company had declared the local content at the time of tender as under

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

- (c) My / our company has completed the above referred contract and the actual local content of the delivered item/s calculated using the definition in the declaration given at the time of Bid is as under:

| Tender Item Sr No | Declared minimum Local content at the time of bidding (%) | Achieved Local content of delivered items (%) |
|-------------------|---|---|
| | | |
| | | |
| | | |

NB: Local content percentage shall strictly be declared item wise or tender wise as was declared at the time of bid / tender.

(d) 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 dated 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. I undertake to retain the relevant documents for 7 years from date of execution.

(e) 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:** _____

Stamp / Seal of the company

List of Banks approved by SBI / Canara Bank published on MDL website

Nationalized Banks/Public Sector Bank

1. Allahabad Bank
2. Andhra Bank
3. Bank of Baroda
4. Bank of India
5. Bank of Maharashtra
6. Canara Bank
7. Central Bank of India
8. Corporation Bank
9. Dena Bank
10. IDBI Bank
11. Indian Bank
12. Indian Overseas Bank
13. Oriental Bank of Commerce
14. Punjab & Sind Bank
15. Punjab National Bank
16. Syndicate Bank
17. State Bank of India
18. CO Bank
19. Union Bank of India
20. United Bank of India
21. Vijaya Bank
22. State Bank of India

List of Private Banks

1. Axis Bank
2. Federal Bank
3. HDFC Bank
4. ICICI Bank
5. IndusInd Bank
6. Kotak Mahindra Bank
7. Yes Bank
8. Karur Vysya Bank
9. IDFC Bank
