



दो बोली ई-निविदा 6000001611.

Two Bid e-tender for BRC for Servicing and Preventive / Breakdown maintenance of Kion Voltas make Electric Stackers in MDL.



## MAZAGON DOCK SHIPBUILDERS LIMITED

(Formerly known as Mazagon Dock Ltd)

**CIN: U35100MH1934GOI002079**

(A Government of India Undertaking)

Dockyard Road, Mazgaon, Mumbai 400 010. INDIA

Certified – ISO 9001:2008 for Shipbuilding Division

**DIVISION: SHIP BUILDING**

**DEPARTMENT: OUTSOURCING**

Tel. No.: +91(022) 2376 3442/3086

Fax: +91(022) 2376 3198.

E-mail: [naveetkumar@mazdock.com](mailto:naveetkumar@mazdock.com)

Website: [www.mazagondock.in](http://www.mazagondock.in)

**MDL TENDER No.**

**: 6000001611**

**E-TENDER DATED**

**: 25/04/2024**

**E-TENDER CLOSING DATE & TIME**

**: 16/05/2024 at 15:00 Hrs.**

**E-TENDER OPENING DATE & TIME**

**: 17/05/2024 at 15:30 Hrs.**

Mazagon Dock Shipbuilders Limited invites on-line competitive bids in **TWO BID SYSTEM** (Part-I Techno Commercial Bid and Part-II Price Bid), from reputed Bidders / Vendors, on our e-procurement portal [www.eprocuremdl.nic.in](http://www.eprocuremdl.nic.in), for the Work/Services as detailed in this tender document:

*Note: Before quoting against this Tender, the prospective bidder is requested to go through the Tender Enquiry document (& Annexes, if any) thoroughly & carefully. Deviations to the Terms & Conditions of the Tender are highly discouraged. Therefore, any doubts arising in respect of any of the Terms & Conditions stipulated, Qualification Criteria, clarification if any w.r.t. Documentation / Procedural requirements, etc. shall get clarified by the prospective bidder through the Dealing Executive invariably before the submission of the Bid.*



दो बोली ई-निविदा 6000001611.

Two Bid e-tender for BRC for Servicing and Preventive / Breakdown maintenance of Kion Voltas make Electric Stackers in MDL.

**Salient Features of MDL's e-Procurement System for Participating in (this) e-Tender:**

1. **Submission of bids against e-Tenders:** The bidder is required to quote online on the e-Procurement website [www.eprocuremdl.nic.in](http://www.eprocuremdl.nic.in) by the deadline, by submitting the Techno-commercial Bid & Price Bid in Electronic format only. The prices/quotes & a few declarations shall have to be entered/uploaded by the bidder online in the Tender's entry forms & other bid documents' scanned/soft copies shall have to be uploaded as part of the bid. All bids should be digitally signed using DSC (as explained below).
2. To be able to participate in e-Tender (s), every bidder must register themselves on the ASP's website (*registration is free of cost*) & must possess a legally valid Class-IIB or above Digital Signature Certificate (DSC) as per IT Act-2000, using which they can sign their electronic bids. The DSC can be procured from any Certifying Authority (CA) authorized by Controller of Certifying Authorities (CCA) of Govt. of India.
3. **National Informatics Centre (NIC)** have been appointed by MDL as the Application Service Provider (ASP).
4. Online User Manual is available on the website for the guidance of users & for participating in the e-Procurement/ e-Tendering, the bidder must ensure having the requisite (IT) infrastructure at their office premises.
5. For any further details of e tendering & digital signatures, please contact 0120- 4200462, 0120-4001002, 8826246593, [eproc-support@gov.in](mailto:eproc-support@gov.in).
6. Bidders in their own interest are requested to upload their bids well in advance of tender closing date to avoid the last minute difficulties in uploading the bids. 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. MDL reserves all rights in this regard & decision of MDL shall be binding to the applicant. Problems in hardware/software, internet connectivity, system configurations, Browser setting etc., for whatsoever reason shall not be considered for extension of tender closing date and time.
7. MDL will not be responsible for an error in downloading of tender documents from web by the bidders. The version appearing on MDL website will be considered final and authentic.

All bidders are requested to get their technical queries, if any, clarified in advance to avoid last minute delay. For any technical clarification, bidders are requested to contact **Mr. Suraj Durge, M(MTC-EY), Tel. no.: 022-23763657, email: [swdurge@mazdock.com](mailto:swdurge@mazdock.com).**



दो बोली ई-निविदा 6000001611.

Two Bid e-tender for BRC for Servicing and Preventive / Breakdown maintenance of Kion Voltas make Electric Stackers in MDL.

## 1. SUBJECT:

E-tender enquiry (Two bid system) for BRC for Servicing and Preventive / Breakdown maintenance of Kion Voltas make Electric Stackers in MDL.

**2. SCOPE OF WORK:** Bidders are requested to refer Annexure-A for Scope of Work. Salient features of SoW are as under:

- 2.1. Firm will have to carry out Bi-monthly Servicing of preventive maintenance of Kion-Voltas make Battery operated stackers.
- 2.2. Firm will have to attend breakdown call / breakdown maintenance of the stackers.
- 2.3. Firm has to supply and replace spares as and when required.
- 2.4. The cumulative capping value of spares is Rs. 10 Lakhs (excl. taxes)
- 2.5. Firm has to quoted for services as well as for spares. Firm also has to quote separately for buyback price for spares.
- 2.6. Refer Annexure-A for more details.

**3. INSPECTION:** MDL User Department.

## 4. CONTRACT VALIDITY, WORK SCHEDULE, & MOBILISATION:

- 4.1. This BRC shall be valid for 2 years from the placement of the contract.

**5. INTEGRITY PACT (IP):** Not Applicable.

**6. EARNEST MONEY DEPOSIT (EMD):** Not Applicable.

## 7. BID REJECTION CRITERIA:

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

- 7.1.1. Bids/Offer received other than e-portal mode.
- 7.1.2. Bidder(s) who is/are debarred under PPP MII order 2017, GeM, CPP including tender holiday issued by MDL.

7.2. Non-compliance/non-acceptance to any of the terms and conditions of the tender other than following shall render the bid **liable for rejection**;

- 7.2.1. (a) Clause mentioned under loading criteria.

## 8. QUALIFICATION CRITERIA:

8.1. The bidder shall have experience of having executed / completed similar service during last 7 years ending till the original tender closing date should either of the following:

- 8.1.1. Two contracts/orders of similar completed services each of not less than 2 nos of vehicle in the executed contract
- 8.1.2. One contract/order of similar completed services each of not less than 3 nos of vehicle in the executed contract

8.2. As bid is required to be uploaded on e-portal, the bidders are requested to upload scanned copies of following necessary documents to enable MDL to ascertain their qualification status.

- 8.2.1. Scanned Copies of work Orders, Work Completion Certificates, and Performance reports for the job executed to meet the qualification requirement mentioned at TEF Clause No. 8.1 above. (Order copies & work completion certificates to be appended). Work Completion Certificates indicating the work order numbers, issued by the party for whom the work is done. MDL has the right to verify / cause verification of authenticity of the said documents whenever felt necessary.



दो बोली ई-निविदा 6000001611.

Two Bid e-tender for BRC for Servicing and Preventive / Breakdown maintenance of Kion Voltas make Electric Stackers in MDL.

**Note 1:** - Similar type of work/ job is as defined as “**Preventive maintenance of battery operated stacker**”.

**Note 2:** - The bidders need to scan and upload documentary evidence in support of the Qualification Criteria indicated at TEF clause 8.1 above; viz Work order/s meeting above o criteria for similar work along with work completion certificate, issued by the party for whom the work is done. The Work Order/s not supported by Work Done Certificate/s will not be considered for qualification criteria. In case of orders consisting of various activities, only that portion of work order value meeting the similar work criteria shall be considered for the purpose of pre-qualification. The concerned HOD or TNC has a right to verify /cause verification of authenticity of the said document whenever felt necessary.

**Note 3:-** MDL reserves the right to demand for a hardcopy of any of the above documents and any other related documents, if required. Bidders shall comply to the same.

**Note 4:-** The work executed by the bidder for their in-house use will not be considered for the purpose of bidder’s experience or completion of similar works.

**Note 5:** All the qualifying documents indicated in the tender shall be strictly in the name of bidding firm. Qualifying documents submitted in the name of other than bidding firm will not be considered for bidding firm’s qualification.

**Note 6:** The bidder is required to submit information in the form of the table below for the orders, which qualify them as per the above criteria, as the information in the tabular form, at Annexure- E shall hasten the technical scrutiny.

## 9. VALIDITY PERIOD:

Bids/ Offers shall have a validity period of **120** days from the tender closing date.

**10. PRE –BID CONFERENCE:** Not applicable to this tender.

## 11. ON-LINE SUBMISSION OF BIDS IN TWO-BID SYSTEM:

On-line Offer (e-bid) must be uploaded in two parts, Part-I Techno-commercial bid & Part-II price bid as appearing online:

**Part- I:** Online Techno-commercial bid will be opened on the tender opening date/extended opening date shall contain the following.

### 11.1. Common Documents to be uploaded:

- 11.1.1. Scanned copies of Tender Enquiry (SLA) Acceptance Format & General Conditions of Contract of the Tender (GCCs) Acceptance format in the Prescribed Formats (**Annexures J & N**); duly stamped, signed & filled ‘Accepted OR Not Accepted’ as applicable for each of the clause. Normally deviations to the tender terms are discouraged.
- 11.1.2. Copy of blank Rate sheet (**Annexure-B**) clearly indicating ‘Quoted/ Not-Quoted’ as applicable against each of the listed duly stamped & signed, should also be uploaded in **.xls format**.
- 11.1.3. Signed and stamped acceptance of GST Declaration (GST Terms & Conditions) as per **Annexure-I**.
- 11.1.4. Scanned Copies of work Orders, Work Completion Certificates, and Performance reports for the job executed to meet the qualification requirement mentioned at TEF Clause No. 8.1 above. (Order copies & work completion certificates to be appended).
- 11.1.5. Bidder should scan and upload Track Records/ Information of Past Orders as per **Annexure – E**.
- 11.1.6. Scanned copy of tax and duties certificate for which they are registered.
- 11.1.7. Copies of valid Registration or Approval certificates (if any) of the following shall be uploaded on-line:



दो बोली ई-निविदा 6000001611.

Two Bid e-tender for BRC for Servicing and Preventive / Breakdown maintenance of Kion Voltas make Electric Stackers in MDL.

- 11.1.7.1. Micro Enterprises.
  - 11.1.7.2. Small Enterprises.
  - 11.1.7.3. ISO Accreditation.
  - 11.1.8. **Annexure P:** Declaration Certificate for Local content **clearly indicating / declaring / specifying the local content percentage or / and location of local value addition** in the declaration certificate.
  - 11.1.9. **Annexure-R:** Restrictions under rule 144(xi) of general financial rules GFRs, (2017).
  - 11.1.10. Bidder should upload valid documents in support of TEF clause 8.1.
  - 11.1.11. **Annexure-T:** Declaration by bidder Conflict of Interest Among Bidders/ Agents.
- 11.2. In addition to the documents as indicated above, following documents shall be uploaded by bidder.
- 11.2.1. Bidders registered with MDL should scanned and upload valid Registration Certificate issued by MDL.
  - 11.2.2. Bidders not registered with MDL should scan and upload the following document.
    - 11.2.2.1. Scanned image of PAN card.
    - 11.2.2.2. Company Profile
    - 11.2.2.3. Bidders Shop and establishment registration certificate or registration certificate from registrar of firms or certificate of incorporation from Registrar of Companies or any other valid document that confirms the firm's status. (Not required for permanent registered vendors with MDL).
    - 11.2.2.4. GST registration certificate.

**Note:** Bidders in their own interest are requested to upload their bids well in advance of tender closing date to avoid the last minute difficulties in uploading the bids. Problems in hardware/software, internet connectivity, system configurations, Browser setting etc., for whatsoever reason shall not be considered for extension of tender closing date and time.

**Part- II (Price Bid):** This should contain only the PRICES for each of the listed items strictly in the prescribed format provided online. Price bid must be enclosed only in the required format as appearing online.

## 12. PRICING & ESCALATION:

- 12.1. Contract Price shall remain firm and fixed during the currency of order/contract execution.
- 12.2. MDL shall not be bound by any printed conditions or provisions in the Contractor's Bid Forms or acknowledgement of CONTRACT, invoices, packing list and other documents which purport to impose any conditions at variance with or supplemental to CONTRACT.
- 12.3. Quoted price shall include equipped manday charges along with accessories, consumables, operators, etc. for the execution of work as per tender terms & conditions. Additionally, bidder while quoting should consider the all costs such as labour, minimum wages, hike in the minimum wages, transportation, equipment, all incidental expenses, travelling, lodging, boarding, administrative, mobilizations, demobilizations, etc.
- 12.4. Quantum of the work is tentative. Considering the priority, Project requirement, time constraint, work progress and contractor's performance, the quantum of work allotted to the contractor may vary or reduce and under such circumstances no compensation would be payable.
- 12.5. The payment shall be based on actual work completed in line with tender terms and conditions
- 12.6. **OPTION CLAUSE:** MDL can increase or decrease the contract quantity or contract duration up to 50 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 50 percent. Bidders are bound to accept the revised quantity or duration.



दो बोली ई-निविदा 6000001611.

Two Bid e-tender for BRC for Servicing and Preventive / Breakdown maintenance of Kion Voltas make Electric Stackers in MDL.

### **13. RANKING OF BIDS & DETERMINATION OF L-1 BIDDERS:**

- 13.1. Lowest bidder (L1 Bidder) will be determined on the basis of total quoted value (excluding taxes) of entire line items considering 100% total rates of services and 25% of spares parts (with buyback rates). L1 bidder will be considered for further processing for placement of order.
- 13.2. However, the Overall L1 bidder will be evaluated offline after applying all applicable loading parameters as mentioned in the tender document, commercial terms and purchase preference as per TEF clause 23.
- 13.3. Taxes, duties and Levies are excluded for the purpose of ranking of price bids to determine L1 bidder.

### **14. WORK DONE CERTIFICATE:**

- 14.1. WDC shall be prepared by the contractor for the completed activities and shall be certified by the concerned EY-MTC or User Dept. (not below the rank of Chief Manager) whoever is availing the said service. Payment shall be as per the quantities certified in WDC. User department shall release the work completion certificate within 3 days after the completion of work by contractor after each event.
- 14.2. The WDC must clearly mention the scheduled dates for starting & completion/delivery of the jobs as mutually agreed between OIC MDL & contractor and the actual dates of start & completion.
- 14.3. In case of delays, the duration along with numbers of delayed days shall be specified in respective WDCs to invoke LD clause and effect recoveries from sub contractor's invoice.
- 14.4. The successful Bidder/s (Contractor/s) would have to submit WDC as per the then prevailing format, at the time of order placement. The same would be made available at appropriate time.

### **15. TERMS OF PAYMENT:**

- 15.1. Payments for completed work will be made within 15 days for actual quantity of work executed and on submission documents as under:
  - 15.1.1. Signed Tax Invoice
  - 15.1.2. Work Completion Certificate / Service Entry Sheet certified by executive (not below the rank of Chief Manager) of user dept. who is availing the service
- 15.2. The vendor has to submit 3 copies (original + 2 copies) of above documents at Invoice Receipts Section.
- 15.3. The invoice shall be preferably submitted within four weeks of certification of Work Completion Certificate 'WCC'.
- 15.4. Work completion certificate should confirm that the work is completed in time or in case of delays, the duration be specified in this certificate to invoke LD Clause and effect recoveries from Contractors' invoice.
- 15.5. Alternate MSME vendor payment through TReDS:
  - 15.5.1. In order to address the financial needs of MSME 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.
  - 15.5.2. MDL is registered on the "Invoice mart" TReDS platform and M1xchange of M/s Mynd Solutions Pvt Ltd.
  - 15.5.3. MSME bidders desirous to receive payments through TReDS platform may avail the facility if they are already registered on
    - 15.5.3.1. "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.
    - 15.5.3.2. "M1xchange" TReDS platform or by registering on it.  
Contact details at "M1xchange" TReDS platform are as below:  
+91 9920455374 MsAshwathi Jayandran email id  
ashwathi.jayandran@m1xchange.com





दो बोली ई-निविदा 6000001611.

Two Bid e-tender for BRC for Servicing and Preventive / Breakdown maintenance of Kion Voltas make Electric Stackers in MDL.

+91 8839915724 Ms. Prinyaka Shah email id prinyaka.shah@m1xchange.com

- 15.6. As per latest GST Rules, from 1st April 2021, Vendors, whose aggregate turnover in any preceding financial year from 2017-2018 onwards, exceeds Rs. 5. Cr as per GST act, will have to issue e-Invoice. In case of failure to submit the E-Invoice/ or the self-declaration (if applicable), Tax invoice should be returned and claim will not be processed.
- 15.7. From 1st April 2021, with the revised MSME definition which is based on turnover **no e-Invoice or self-declaration will be required from Micro and Small vendors who have Udyam Registration No. (URN) as their turnover is less than 5 Crs.**
- 15.8. Wherever GST is applicable as per para 15.5, payment will be released against e-Invoice, or Invoice accompanied with **Vendor's Self Declaration** that " **We do not fall under the category of registered persons notified under Rule 48(4) of the Central GST Rules, 2017 and we are not required to comply with e-Invoicing provisions under GST Act, as our aggregate turnover in any preceding financial year from 2017-18 onwards has not exceeded Rs. 5 Crores as per GST act**"
- 15.9. Kindly note that submission of the above documents with the invoice is essential for effecting (timely) payment to the Subcontractor.

#### 16. MODIFICATION TO THE BID:

Bidder desirous of submitting modified Bid prior to the Tender closing date & time may do so by making modifications in their Bid submitted online any no. of times before the Tender closing date & time. The last changed Bid shall be considered as the final Bid.

#### 17. PERFORMANCE SECURITY (PERFORMANCE BANK GUARANTEE CUM SECURITY DEPOSIT):

- 17.1. The successful bidder (Contractor) shall submit Bank Guarantee for Performance Security (PBG cum SD) @ 5 % of Order Value (excluding Taxes, Duties, etc.) within 25 days from the date of intimation of the Order/Contract. Performance Security will be returned on successful completion of all contractual obligations of the supplier, including warranty obligations.
- 17.2. Submission of Performance Security or (PBG cum SD) is exempted for Indian PSUs. In lieu, Indemnity Bond in favour of MDL is required to be submitted (Format of the same would be forwarded with the Order).
- 17.3. Please note that MDL does not extend any concession such as exemption in payment of Performance Security to any organization (Except PSU) irrespective of their status, like registration with MDL, NSIC, SSI, etc.
- 17.4. The Performance Security (PBG cum SD) can be remitted directly to MDL Bank Account as per details given in Annexure-F of this tender. **Further, the bidder should specifically mention the details of company name as well as nature of remittance, Tender No./GeM Bid number/order number etc in the text/narration fields of Bank's NEFT remittance in order to identify the same.** The duly filled & signed copy of Annexure-F is to be submitted to OTS Department.
- 17.5. Performance Security (PBG cum SD) to be submitted in the form of NEFT / DD/ Pay Order/ Bank Guarantee drawn in favor of MAZAGON DOCKSHIPBUILDERS LIMITED from the list of banks approved by SBI/ Canara bank published on MDL website within 25 days from the date of contract. Crossed DD / Pay Order issued by Cooperative banks however will be accepted subject to realization. The BG should be valid up to **60 days beyond the date of completion of all contractual obligations of the supplier, including warranty obligations.** Bidders to advise their bank/banker to send SD-BG directly to Outsourcing Department to dispense with additional step of verification of authenticity of signatories. No change/modification in the text of the prescribed format of the BG is permissible. The format of Bank Guarantee for SD (OTS-F-08) is available on MDL Website.
- 17.6. Any delay in submission of Performance Security (PBG cum SD) shall result into charging of interest by MDL on the Contractor @ PLR of SBI + 2 % on the Performance Security (PBG cum SD) amount for the delayed period. Additionally, in case of failure to submit Performance Security (PBG cum SD) within twenty-five (25) days from the date of intimation of the Order/Contract, the contractor may be disqualified / debarred from bidding against Mazagon Dock Shipbuilder Limited tenders in future and the Order would be liable for cancellation/termination with the invocation of Risk Purchase provisions of the Tender/Order.



दो बोली ई-निविदा 6000001611.

Two Bid e-tender for BRC for Servicing and Preventive / Breakdown maintenance of Kion Voltas make Electric Stackers in MDL.

- 17.7. Additionally, Performance Security (PBG cum SD) amount could be withheld from the payable Invoice (s) of the Contractor, if any.
- 17.8. In case the completion of work is likely to be delayed beyond the Order completion period/Contractual period or this period is required to be extended, the Contractor shall have to extend the validity of the Bank Guarantee for Performance Security (PBG cum SD) till such extended period. In case of failure to comply with such extension of the Bank Guarantee for Performance Security (PBG cum SD) by the Contractor, the Bank Guarantee is liable for encashment by MDL.
- 17.9. Non-performance of the Terms & conditions of Order and/or default/breach by the Contractor will result in forfeiture of the SD with application of Risk Purchase provisions.
- 17.10. The Performance Security (PBG cum SD) will be returned /refunded to the Contractor, without interest, on successful execution of the Order.

**18. GUARANTEE/WARRANTEE:** Guarantee/Warrantee is not applicable for servicing and Preventive / Breakdown maintenance. However, the same is applicable for 6 months from the date of installment of spares.

**19. NON-DISCLOSURE AGREEMENT:** Not applicable to this tender.

**20. LIQUIDATED DAMAGES:**

20.1. LD is applicable in case not attended breakdown maintenance within 24hrs after intimation/not resolved problem within 48hrs after providing spares, Preventive Breakdown maintenance schedule not followed Will be Rs.200/-per day. Maximum LD applicable for not following preventive maintenance is Rs.2000/- and for the spares 10% value of the spares or Rs.2000/ whichever is more.

**21. TAXES:**

- 21.1. The items/service-wise rates quoted in the Rate sheet should exclude Taxes and Duties. Bidder should indicate Taxes and Duties as applicable separately in the same Rate sheet, at the space provided for, which will be paid extra based on tax invoice to the extent applicable.
- 21.2. The variation in statutory levies etc. are not allowed unless the breakups in respect of taxes duties are clearly and separately furnished in bid.
- 21.3. Bidders are required to submit their provisional ID with HSN number, along with documentary proof. MDL's provisional GST ID is 27AAACM8029J1ZA.
- 21.4. Bidders are required to comply with all the provisions applicable under the GST Act. (Please refer **Annexure-I**)

**22. LOADING CRITERIA:**

Deviations sought by the bidder in respect of Payment terms, delivery period, Liquidated Damages (L.D.) shall be loaded on the bidder/s quoted prices during price evaluation by MDL. Among the equal bids, bidders with ISO 9000 series accreditation, over Non-ISO bidders, will be given preference. The loading criteria that will be adopted are detailed below & also as per Annexure-H.

- 22.1. It is desirable that the bidder accepts the Payment Terms indicated in clause 15 above. Varied payment terms quoted by bidders as compared to the terms stated in the Tender document shall be normalized by applying S.B.I. Prime Lending Rate (prevailing at the time of opening of Price bid) plus 2% p.a. rate of interest for the period at variation. (For Indigenous bidder)
- 22.2. For the additional time period sought by the bidder over the stipulated date of delivery as per Tender, 0.50% per completed week will be loaded to the quoted price.
- 22.3. Deviations sought in respect of Liquidated Damages (L D) Deviations sought in respect of rate per week and / or maximum ceiling in respect of liquidated damages shall be loaded to the quoted price. For e.g. The maximum ceiling towards liquidated damages speculated in the tender is 5% and the bidder seeks to limit it to, say 3.5% then the price quoted will be loaded by 1.5%. If the rate of L.D per week is 0.5% per week or part thereof as per tender and the bidder seeks it as, say, 0.4% per week or part thereof, the maximum ceiling on L D as per tender will first be equated to weeks (10 weeks in this case) and the rate proposed by the bidder i.e. 0.4% will be multiplied by the so equated maximum period (which works out to 4%) and the quoted price will be loaded





accordingly by 1%. Delivery being the essence of the contract, it is desirable if the bidder/s adhere to the stipulated clause.

- 22.4. Deviations in respect of the period of Guarantee shall be loaded to the quoted price @ 0.25% per month or part thereof. This does not arise if the bidder quotes additional price for the differential period.

### 23. PURCHASE PREFERENCE TO MAKE IN INDIA:

As per revised Public Procurement (Preference to Make in India) Order 2017 No. P-45021/2/2017-B.E-II Dtd. 16 Sept 2020 issued by Govt. of India to encourage "Make in India" policy, Purchase Preference shall be given to local suppliers in the following manner:

- 23.1. The terminology/ **definitions** used in the said order is as below:

- 23.1.1. "**Local content**" means the amount of value added in India which shall be the total value of item (goods, services or works or their combination) under procurement (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value in percent. Different definition of Local Content may be specified by the Nodal Ministry for items assigned to them, which will prevail over above.
- 23.1.2. "**Class-I Local Supplier**" means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for 'Class-I local supplier' under this order.
- 23.1.3. "**Class-II Local Supplier**" means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for "Class-II local supplier" but less than that prescribed for "Class-I local supplier" under this order.
- 23.1.4. "**Non-Local Supplier**" means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than that prescribed for "Class-II local supplier" under this order.
- 23.1.5. "**Margin of Purchase Preference**" means the maximum extent to which the price quoted by a "Class-I Local Supplier" may be above the L1 for the purpose of purchase preference. The margin of purchase preference for the present tender is 20%.
- 23.1.6. "L1" means the lowest tender or lowest bid or lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.

### 23.2. Minimum local content:

- 23.2.1. The 'local content' requirement to categorize a supplier as 'Class-1 local supplier' is minimum 50%. For 'Class-II local supplier', the local content requirement is minimum 20%.
- 23.2.2. The local content can be increased by vendors through partnerships, cooperation with local companies, establishing production units in India or Joint Ventures (JV) with Indian suppliers, increasing the participation of local employees in services and training them.

### 23.3. Declaration/ Verification of Local Content by Local Supplier:

- 23.3.1. Bidders should indicate the percentage of local content (ie value added in India) along with the details of location/s where the local value addition is made, in their bids, item wise or tender wise. The indicated local content percentage shall decide categorization of the vendors as "Class-I Local Supplier" / "Class-II Local Supplier" / "Non-local Supplier". All bidders should declare that the item and service offered meets the minimum local content & indicate its percentage in their offer which shall meet or excel required local content specified in tender. This declaration is necessary even if Custom Duty Exemption and / or ERV (if applicable) are not being sought. Certification as under is to be submitted mandatorily in technical offer Part-I bid.



दो बोली ई-निविदा 6000001611.

Two Bid e-tender for BRC for Servicing and Preventive / Breakdown maintenance of Kion Voltas make Electric Stackers in MDL.

- 23.3.2. The bidders shall provide a self-certificate, as per **Annexure-P**, giving the percentage of local content and location of local value addition.
- 23.3.3. 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.
- 23.3.4. 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.
- 23.3.5. In cases where MDL received the complaint from any vendor or person, along with the fees prescribed below, verification of Declared Local Content shall be carried out by seeking additional info as deemed necessary and the bidders (including unsuccessful bidders) against the tender shall be obliged to furnish the necessary documents. Failing to do so, the vendor may invite penal action as per the provisions of the Order. If MDL possess the capability, then it shall perform the verification. However, if in the opinion of MDL matter needs to be dealt at higher level, then the complaint shall be referred to Nodal Ministry and their fees /expenses / charges applicable as per the Nodal Ministry, if any, shall be borne by the complainant. MDL is authorized to prescribe fees for handling complaints under revised PPP MII 2017 Order. The fees for filing a complaint under the order shall be Rs. 10,000/- per case. The complaint shall be filed to the Chairman, Public Grievance Cell. The fee shall be deposited by complainant in MDL's Account by NEFT.
- 23.3.6. On scrutiny of offer, if all the bidders participating in the tender happen to have either not submitted the declaration certificate or not declared / specified the local content percentage in the declaration certificate or specified local content lower than the minimum local content requirement as per the tender, the subject tender shall be cancelled & matter shall be taken up with Ministry through MDL Nodal Executive. Meanwhile, re-tendering may be done without applying the provisions of said Order for need fulfilment of MDL.
- 23.3.7. On opening of the price bids, if it is identified that there is difference in local content declaration made & 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 bidder shall be disqualified and shall not be considered for ranking purpose. The bid would be treated / considered as given false declaration and necessary action for debarment shall be initiated.

#### 23.4. **Purchase Preference:**

- 23.4.1. Suppliers may be categorized in following four broad categories for consideration or applicability of purchase preference:

Sr.	Category	Terminology
a	Supplier is both MSE & Class-I local supplier.	"MSE Class-I local supplier"
b	Supplier is MSE but not Class-I local supplier.	"MSE but non-Class-I local supplier"
c	Supplier is not MSE but is Class-I local supplier.	"Non-MSE but Class-I local supplier"
d	Supplier is neither MSE nor Class-I local.	"Non-MSE non-Class-I local supplier"

- 23.4.2. Purchase preference shall be given to only "Class-I Local Supplier" (Non-Class I Local Supplier whether MSE or Non-MSE are not eligible for purchase preference) in procurements & MSEs as per PPP MSE Order 2012 in procurements undertaken in the manner specified in the succeeding sub-paras.
- 23.4.3. Both MSEs as well as Class-I local suppliers are eligible for purchase preference Purchase preference.

#### 23.5. **Contract placement:**

- 23.5.1. Among all qualified bids, if L-1 is "MSE Class-I local supplier": Contract shall be awarded to L-1.



दो बोली ई-निविदा 6000001611.

Two Bid e-tender for BRC for Servicing and Preventive / Breakdown maintenance of Kion Voltas make Electric Stackers in MDL.

- 23.5.2. If L-1 is not "MSE Class-I local supplier" but the "MSE Class-I local supplier" falls within 15% margin of purchase preference. Purchase preference shall be given to lowest quoting "MSE Class-I local supplier". If lowest quoting "MSE Class-I local supplier" does not accept the L-1 rates, the next higher "MSE Class-I local supplier" falling within 15% margin of purchase preference is to be given purchase preference and so on. If all "MSE Class-I local supplier" do not accept L-1 rates, then Para 23.5.3 shall be followed.
- 23.5.3. If conditions mentioned in sub paras 23.5.1 and 23.5.2 above are not met i.e. L1 is not "MSE Class-I local supplier" and "MSE Class-I local supplier" is not eligible to take benefit of purchase preference as per PPP-MSE Order 2012 or all "MSE Class-I local supplier" do not accept L-1 rates, the contract is to be awarded / purchase preference to be given in different possible scenarios as under:
- 23.5.3.1. If L-1 is "MSE but non-Class-I local supplier" or "Non-MSE but Class-I local supplier": Contract be awarded to L-1.
- 23.5.3.2. If L-1 is "Non-MSE non-Class-I local supplier": Firstly, purchase preference shall be given to eligible MSE as per PPP-MSE Order. If MSEs not eligible or does not accept then purchase preference to be given to eligible Class- I Local supplier as per PPP-MII Order. If Class-I Local supplier is also not eligible or does not accept then contract be awarded to L1.
- 23.5.4. After the contract is awarded and the supplies are completed, the supplier shall provide a "Local content certificate" (**Annexure-Q**) 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.
- Note: In cases of procurement for value in excess of Rs. 10 Crores, the supplier shall provide a 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 (in respect of supplier other than companies) giving the percentage of local content.
- 23.5.5. The supporting documentation towards realization of committed Local Content as per the contract / order terms & conditions shall be maintained 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.

#### **23.6. Debarment of bidders / suppliers:**

- 23.6.1. 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 successor 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.
- 23.6.2. 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.

**NOTE: PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA), ORDER 2017-REVISION DATED 16 SEP 2020 IS APPLICABLE FOR THIS TENDER**

**24. FREAK LOW QUOTES:** In case after opening of price bid of technically cleared firms, If L1 firm has quoted very low rates and indicates to withdraw from the tender then 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 (i.e.  $(L2 - L1) * 100 / L1$ ) is 30% or more with reference to



दो बोली ई-निविदा 6000001611.

Two Bid e-tender for BRC for Servicing and Preventive / Breakdown maintenance of Kion Voltas make Electric Stackers in MDL.

L1, then contract only placed after meeting held with L1 bidder to ascertain whether the quoted prices are "workable".

24.1. MDL reserves the right of part-ordering the services.

## **25. PURCHASE PREFERENCE TO MICRO AND SMALL ENTERPRISES (MSES):**

25.1. Purchase Preference under PPP MSE Order 2012 shall prevail over Purchase preference under PPP MII Order 2017 and Purchase preference to MSE bidders shall be accorded as per para 23.4 & 23.5.

## **26. WORKING ON MDL HOLIDAYS:**

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

**27. QUALITY ASSURANCE PLAN (QAP):** Not applicable.

**28.** The bidder shall also abide to all statutory requirements, Official Secret Act 1923, Security and Safety Rules as per references, which are part of this tender. If contractors' employees are not adhering to the health, safety and environment norms and the contractors not equipping their employees with suitable safety gears, will be viewed seriously. For non-adherence to above will be levied as per extant guidelines of Security and Safety Rules prevailing time to time, to the contractor without prejudice to other rights to enforce the safety requirements.

**29.** MDL will not be responsible for an error in downloading of tender documents from web by the bidders. The Version appearing on MDL website will be considered final and authentic.

**30. PARALLEL ORDER:** Not applicable.

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

31.1. Any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority. Further, any bidder (including bidder from India) having specified Transfer of Technology (TOT) arrangement with an entity from a country which shares a land border with India, shall also require to be registered with the same competent authority.

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

31.3. "Bidder (or entity) from a country which shares a land border with India" for the purpose of this Order means: -

31.3.1. An entity incorporated, established or registered in such a country; or

31.3.2. A subsidiary of an entity incorporated, established or registered in such a country; or

31.3.3. An entity substantially controlled through entities incorporated, established or registered in such a country; or

31.3.4. An entity whose beneficial owner is situated in such a country; or

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

31.3.6. A natural person who is a citizen of such a country; or

31.3.7. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

31.4. The beneficial owner for the purpose of 31.2 above will be as under:



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

Explanation—

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

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

31.4.2. 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;

31.4.3. 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;

31.4.4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

31.4.5. 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.

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

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

31.7. The registration shall be valid at the time of submission of bid and at the time of acceptance of bid.

31.8. If the bidder was validly registered at the time of acceptance / placement of order, registration shall not be a relevant consideration during contract execution

**32. FREE ISSUE OF MATERIAL:** Not applicable to this tender.

**33. PUBLIC GRIEVANCE CELL:**

A Public Grievance Cell headed by Shri R. R Kumar, ED(EY-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 4<sup>th</sup> Floor, D2 Building, EY or send their complaints / grievances to him in writing for redressal. Contact Telephone No is 23763512.

**34. SITE VISIT:**

34.1. Bidders shall visit the actual site at MDL, for ascertaining the nature & entire scope of work, job requirement, technical specifications, tools & tackles & measuring instruments required, for carrying out the job and intermediate checks, the environment under which the work needs to be carried out at worksite in MDL premises, site conditions etc.

34.2. Bidders are requested to visit MDL prior to uploading their bid. In this regard please contact following MDL Officials:

Sr.	MDL Official	Tel. no.	email
i	Mr. Suraj Durge, M(MTC-EY)	022-23763657	<a href="mailto:swdurge@mazdock.com">swdurge@mazdock.com</a>

**35. BREACH OF OBLIGATION:**

35.1. 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,

35.1.1. Bidder has withdrawn / modified / amended /impaired / derogated from the tender during the period of bid validity

35.1.2. Bidder fails or refuses to execute the contract upon notification of acceptance of bid by the Purchaser during the period of bid validity.





दो बोली ई-निविदा 6000001611.

Two Bid e-tender for BRC for Servicing and Preventive / Breakdown maintenance of Kion Voltas make Electric Stackers in MDL.

### **36. RIGHTS RESERVED BY MDL:**

- 36.1. MDL reserves the right to accept / reject any or all offers in part / full without assigning any reasons whatsoever. In case of any dispute, our decision in this matter shall be final and legally binding on the bidder.
- 36.2. MDL reserves the right to consider Placement of Order in part or in full against the tendered quantity.
- 36.3. In case the performance of the testing agency is not satisfactory, MDL reserves the right to cancel the order.

### **37. CONFLICT OF INTEREST AMONG BIDDERS/ AGENTS**

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

- 37.1. they have controlling partner (s) in common; or
- 37.2. they receive or have received any direct or indirect subsidy/ financial stake from any of them; or
- 37.3. they have the same legal representative/agent for purposes of this bid; or
- 37.4. they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder; or
- 37.5. Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/ Assemblies from one bidding manufacturer in more than one bid.
- 37.6. In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorise only one agent/dealer. There can be only one bid from the following:
  - 37.6.1. The principal manufacturer directly or through one Indian agent on his behalf; and
  - 37.6.2. Indian/foreign agent on behalf of only one principal.
- 37.7. A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid;
- 37.8. In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business

### **38. CARTEL FORMATION/POOL RATES:**

In case the bidders are indulged in cartel formation/collusive bidding/bid rigging etc., such bids will be rejected at any stage of tendering and the bidders will be debarred for a period of two years from participation in the tenders including reporting the matter to trade associations, the Competition Commission or NSIC, etc., with a request to take suitable strong actions against such firms.

39. In case of proper on-line filling of Acceptance Formats for SLA Acceptance Form and General Conditions of Contract (GCCs), it shall be presumed that all our tender terms & conditions are acceptable to you.

**We look forward to your participation in e-bidding by offering your most competitive and reasonable bid against this tender.**

**Yours faithfully,  
For MAZAGON DOCK SHIPBUILDERSLIMITED,**

Navneet Kumar  
(OUTSOURCING DEPARTMENT)



दो बोली ई-निविदा 6000001611.

Two Bid e-tender for BRC for Servicing and Preventive / Breakdown maintenance of Kion Voltas make Electric Stackers in MDL.

**Annexures:**

Following documents, references & formats form a part of the tender:

This Part-A also include the following annexures:

<b>Annexure – A</b>	Scope of work.
<b>Annexure – B</b>	Illustrative Rate sheet format.
<b>Annexure – C</b>	<del>Integrity Pact</del> (Not applicable)
<b>Annexure – D</b>	<del>QAP (Quality Assurance Plan)</del> . (Not applicable)
<b>Annexure – E</b>	Format for information of past orders.
<b>Annexure – F</b>	MDL Bank account details for remittance of EMD/SD.
<b>Annexure – G</b>	<del>Non-Disclosure Agreement</del> . (Not applicable)
<b>Annexure – H</b>	Illustrative format for loading factors for ranking of bids.
<b>Annexure – I</b>	GST Declaration
<b>Annexure – J</b>	(Tender Enquiry Form)TEF Acceptance format/ SLA Acceptance
<b>Annexure – M</b>	General Conditions of Contract
<b>Annexure – N</b>	General Conditions of Contract Acceptance Format.
<b>Annexure – O</b>	RTGS/ NEFT - Mandate Authorization Form
<b>Annexure – P</b>	Declaration Certificate For Local Content
<b>Annexure – Q</b>	Actual Local Content Certificate
<b>Annexure – R</b>	Declaration by bidder for Restrictions under rule 144(xi) of general financial rules GFRs, (2017)
<b>Annexure – S</b>	<del>Proforma – Bank Guarantee for Bid Bond/ EMD</del> . (Not applicable)
<b>Annexure – T</b>	Declaration By Bidder Regarding Conflict of Interest
<b>Annexure – U</b>	List of duly filled documents to be uploaded.

**REFERENCES:**

Terms & Conditions (Available on MDL Website [www.mazdock.com](http://www.mazdock.com) →Work/Service Contracts or [www.mazdock.com](http://www.mazdock.com) → tenders → shipbuilding → Outsourcing ).

- 1) Standard Terms & Conditions (STACS).
- 2) General Terms & Conditions (GTACS) while executing work.
- 3) Official Secrets Act 1923.
- 4) Safety Code for Sub-Contractors.
- 5) Loading Factor.
- 6) Procedure for entry passes.

**FORMATS:**

Available on MDL Website –[www.mazdock.com](http://www.mazdock.com) / →Work/Service Contracts.

- 1) OTS –F-04 Track record.
- 2) OTS –F-07 Order acceptance Format.
- 3) OTS –F-12 RTGS/NEFT Mandate Authorization Form.



**A. SCOPE OF WORK:**

1. Firm has to provide schedule of Bi- monthly servicing / Preventive maintenance of the given list of Within a week after placement of order.
2. Firm will have to carry out Bi-monthly servicing of preventive maintenance of Kion-Voltas make Battery operated stackers and give the service report/checklist duly signed by concerned dept. above the rank of Manager.
3. Firm will have to attend breakdown calls / breakdown maintenance of Kion-Voltas make Battery operated stackers as soon you are intimated through mail/ Fax/ Telephone by the user dept.
4. Contractor has to attend the complaint within one day after receiving the complaint and resolve the problem including provide details about breakdown problem to user/MTC-EY dept. No extra cost will be paid for breakdown. If break down requires any spare part, then it is to be supplied by contractor within a week. After one week LD will be applicable for delay in spares.
5. Work Completion certificate (WCC) shall be issued on Satisfactory completion of respective work with inspection and acceptance reports. Department responsible to issue WCC shall be MTC/User dept. (Chief Manager and above) whoever is availing the said services.
6. Firm has to provide spare parts price list from the OEM of Kion-Voltas make Battery operated stackers during submission of tender.
7. To reduce breakdown period certain spare part list which requires frequently. The firm has to submit list of spares which can reserved in stock in MDL/MTC EY
8. Firm will supply and replace the spare as and when required with prior consent of the respective user department/ MTC EY Dept. without any delay through MDL Good Receiving Section (GRS)/MTC-EY. Firm has to supply the spares within a week after attending the problem. After one week LD will be applicable. At least Six-month warranty to given for the supplied Spares.
9. Contactor has to bring the tools required to carry out preventive, breakdown and repair of subjected job. Firm have to maintain all maintains records/report as per format given by User/MTC dept.
10. MDL reserves the right to increase or decrease the number of Kion-Voltas make Battery operated stackers depending upon the requirements during the period of this rate contract.
11. Firm has to make and forward the preventive maintenance schedule before execution of Preventive maintenance work. If there is any breakdown of vehicle in between the scheduled preventive maintenance, then firm has to attend it without claiming any extra charge, if not then LD will be applicable.
12. LD is applicable in case not attended breakdown maintenance within 24hrs after intimation/not resolved problem within 48hrs after providing spares, Preventive Breakdown maintenance schedule not followed Will be Rs.200/-per day. Maximum LD applicable for not following preventive maintenance is Rs.2000/- and for the spares 10% value of the spares or Rs.2000/ whichever is more.
13. The Capping value of spare is Rs. 10 Lakhs.
14. Firm should have experience of having executed/completed similar services during last 7 years ending till the original tender closing date should be either of the following:
  - a) Two contracts/orders of similar completed services each of not less than 2 nos. of vehicle in the executed contract
  - b) One contract/order of similar completed services of not less than 3 nos. of vehicle in the executed contract



15. The scope of work under servicing of Stacker is as given below:

Steps are given below

- a) Lubrication of Grease Points.
- b) Checking/Topping of Hydraulic Oil Level.
- c) Check and Tighten the Loose Fasteners.
- d) Checking of Hydraulic Hoses.
- e) Checking of Proper Functioning of Steering System.
- f) Checking of Proper Functioning of Hydraulic System.
- g) Checking of Proper Functioning of Electrical System

16. Details/Procedure for servicing given below.

- a) Check functioning of the Horn, Brake and safety switch.
- b) Check charge of battery and ensure it is full. Ensure electrolyte level on every cell is above minimum specified level.
- c) Check level of hydraulic oil and operate the carriage and check for any leakage in the system.
- d) Lubricate all moving parts
- e) Clean the equipment thoroughly. Special attention need to be given to wheels for imbedded and wrapped on materials, undercarriage, and castors.
- f) Check electrical system, clean by air or brush. Clean and dry contactors.
- g) Check motor and clean. Check brush for wear.
- h) Check movement of guide, wear on roller and grease.
- i) Complete service of the parts and lubricate as directed by manual
- j) Tighten all bolts, fasteners, electrical connections. Check for performance of all safety devices.
- k) Check setting and stretch on lift chains and adjust as necessary.
- l) Check wear on wheels and condition of bearings.
- m) A complete overhaul of the equipment to be carried out. (once in year)
- n) Check fork, mast etc. for alignment and correct as necessary.
- o) Clean and flush hydraulic tank and distribution system and refill with fresh oil. Check for leakage and replace seals as necessary.
- p) Check motor brush and change if necessary

17. Firm has to quote rates of spares and their buyback prices separately in the BOQ.

18. List of Spares is as under:

SR. NO.	DESCRIPTION OF SPARE PARTS
1	SHAFT REAR and FRONT CLAMP . Part No. MH798014083
2	BATTERY ROLLER ASSEMBLY REACH. Part No. MH799903213
3	BATTERY STOPER BLOCK FOR VVE . Part No. MH798018154
4	SCREW M8 X 25. Part No. MH992275296
5	WASHER ODU7XID9. Part No. MH992785624
6	SPRING WASHER M8 X 2. Part No. MH992791525
7	HEX NUT M8. Part No. MH992761013



दो बोली ई-निविदा 6000001611.

Two Bid e-tender for BRC for Servicing and Preventive / Breakdown maintenance of Kion Voltas make Electric Stackers in MDL.

8	HX BOLT M12X50. Part No. MH992176423
9	GALVANISED WASHER. Part No. MH992785644
10	SPRING WASHER M12. Part No. MH992791545
11	NYLOCK NUT M12. Part No. MH992767115.
12	WASHER M6,OD12. 5,ID 6. 6,THK1. 6. Part No. MH992785604
13	SPRING WASHER M6. Part No. MH992791515
14	HEX HD SCREW M620 LG. Part No. MH992275215
15	HD SCR M10X1 5X25. Part No. MH992275376
16	SPRING WASHER M10. Part No. MH992791535
17	RUBBER BLOCK(SHOCK ABSORB)DV. Part No. MH796412534
18	FRAME WELDMENT WITH SIDE STB. Part No. MH798031001
19	CHANNEL SUSPENSION WELDMENT. Part No. MH798033023
20	BEARING OD90, ID40 AUSTIN MAK. Part No. MH42273
21	SPRING (FOR STACKER). Part No. MH798003083
22	F WASHER M16. Part No. MH992785654
23	SPRING WASHER M16. Part No. MH992791565
24	WASHER M10,OD 21,ID 11,THK 2. Part No. MH992785634
25	SPRING WASHER M10. Part No. MH992791535
26	HEX. SCREW M10 X 30LG. Part No. MH992276377
27	Drive Motor for MH42356 prime mo . Part No. MHPMEC51
28	Gear Box for MH42356. Part No. MHPMECVDU01
29	Drive Wheel for MH42356. Part No. MHWH23075
30	SME hall effect encoder for MH4220. Part No. MHENCHE763
31	DRIVE UNIT and TILLER MTG BKT. Part No. MH798033133
32	TILER MTG WELD'T FOR PM MOTOR. Part No. MH798033583
33	RUBBER BELLOW (FOR TILER HANDL. Part No. MH798009043
34	BRAKE DISK PLATE FOR FDB13 BRAK. Part No. MH798003684
35	ALLEN HEADED BOLT M6 X 60. Part No. MH992571225
36	WASHER M10. Part No. MH992781634
37	SPRING WASHER M10. Part No. MH992791535
38	HEX HD SCR M6X25. Part No. MH992275216
39	M6 washer. Part No. MH992781604
40	SPRING WASHER M6. Part No. MH992791515
41	BOLT M8X 20 L CLASS 8. 8. Part No. MH992275295
42	SPRING WASHER M8 X 2. Part No. MH992791525
43	HEX. DOME NUT M8. Part No. MH42138
44	WASHER M8 X1. 6. Part No. MH992781624
45	DRIVE UNIT and TILLER MTG BKT.Part No. MH798033133
46	BUSH GUIDE BKT FOR VVE BOPT. Part No. MH798018624
47	BUSH. Part No. MH798018634
48	SPRING WASHER M8 X 2. Part No. MH992791525
49	WASHER ODU7XID9. Part No. MH992785624
50	HX SCR M8X30. Part No. MH992275297
51	SPRING WASHER M6. Part No. MH992791515
52	WASHER M6,OD12. 5,ID 6. 6,THK1. 6. Part No. MH992785604
53	HEX HD SCREW M620 LG. Part No. MH992275215





दो बोली ई-निविदा 6000001611.

Two Bid e-tender for BRC for Servicing and Preventive / Breakdown maintenance of Kion Voltas make Electric Stackers in MDL.

54	Stopper Plate. Part No. MH798018664
55	HEX SCREW M6 x 16. Part No. MH992275214
56	BRAKE DISK PLATE FOR FDB13 BRAK. Part No. MH798003684
57	FINAL CASTOR ASSLY. Part No. MH798011060
58	NUTCASTOR PIVOT. Part No. MH798011023
59	DUST SEAL. Part No. MH798011034
60	CASTOR SPIGOT. Part No. MH798011043
61	STEEL BALL. Part No. MH798011054
62	TAPER ROLLER BERG. Part No. MH798011084
63	ORING. Part No. MH993461188
64	GREESE NIPPLE(COMMON). Part No. MH993791106
65	SPACER (CASTOR WHEEL). Part No. MH798002054
66	WASHER THRUST ROLLER. Part No. MH064424900
67	LOAD WHEEL ASSEMBLY VVE STACK. Part No. MH798032013
68	Load wheel bearing. Part No. MH993313064
69	LOAD WHEEL LOCKING PIN. Part No. MH798002094
70	CIRCLIP A 20 EXT. Part No. MH992831537
71	GRUB SCREW M6 X 6 LG. Part No. MH992573208
72	STABILIZER ARM ASSEMBLY VVE ST. Part No. MH798044193
73	WASHER M6,OD12. 5,ID 6. 6,THK1. 6. Part No. MH992785604
74	SPRING WASHER M6. Part No. MH992791515
75	STABILIZER ARM ASSEMBLY VVE ST. Part No. MH798044193
76	SPACER SIDE WHEEL. Part No. MH798044104
77	GREESE NIPPLE(COMMON). Part No. MH993791106
78	WASHER M6,OD12. 5,ID 6. 6,THK1. 6. Part No. MH992785604
79	SPRING WASHER M6. Part No. MH992791515
80	HEX SCREW M6 x 16. Part No. MH992275214
81	GREESE NIPPLE(COMMON). Part No. MH993791106
82	BALL BEARING ( SKF 6004 2Z ). Part No. MH993313024
83	INT CIRCLIP. Part No. MH992835573
84	HOSE ASSLY. WITH COIL SLEEVE. Part No. MH42641
85	TUBE FITTING. Part No. MH798034243
86	INTEGRAL BEARING. Part No. MH870001754
87	BEARING OD90, ID40 AUSTIN MAK. Part No. MH42273
88	EXT CIRCLIPS 40. Part No. MH992831577
89	EXT CIRCLIP. Part No. MH992831583
90	WEAR PLUG OD30. Part No. MH42655
91	DISC. Part No. MH504560100
92	SOCKET GRUB SCREW M12X20. Part No. MH992573415
93	M12 NUT. Part No. MH992763015
94	CHAIN SHEAVE. Part No. MH17295
95	BEARING. Part No. MH500353903
96	INTERNAL CIRCLIP DIA 80. Part No. MH992835627
97	CIRCLIP. Part No. MH992831567
98	WASHER M10,OD 21,ID 11,THK 2. Part No. MH992785634
99	SPRING WASHER M10. Part No. MH992791535



दो बोली ई-निविदा 6000001611.

Two Bid e-tender for BRC for Servicing and Preventive / Breakdown maintenance of Kion Voltas make Electric Stackers in MDL.

100	ST ADAPTOR M20 X 1.5 , 1/2" BSP(M). Part No. MH799229144
101	TUBE FITTING LH M20x1.5 Female. Part No. MH798034053
102	TEE M20x1.5 Male Both ends. Part No. MH42421
103	ELBOW 1/2"BSp Male Check Nut to. Part No. MH42411
104	M10 X 25 SOC HEAD. Part No. MH992571376
105	GALVANISED WASHER M8. Part No. MH992785625
106	SPRING WASHER M8 X 2. Part No. MH992791525
107	HEX. SCREW M8x16 (CLASS 8.8). Part No. MH992275294
108	BOLT M8X 20 L CLASS 8.8. Part No. MH992275295
109	LEAF CHAIN PIN. Part No. MH870002974
110	SPLIT PIN. Part No. MH992826092
111	SPRING WASHER M16. Part No. MH992791565
112	HD SCR M10X1 5X25. Part No. MH992275376
113	FORK and CARRIAGE WELD'T 570 WO. Part No. MH798041182
114	BEARING OD90, ID40 AUSTIN MAK. Part No. MH42273
115	LEAF CHAIN PIN. Part No. MH870002974
116	SPLIT PIN. Part No. MH992826092
117	EXT CIRCLIPS 40. Part No. MH992831577
118	WEAR PLUG OD30. Part No. MH42655
119	DISC. Part No. MH504560100
120	SOCKET GRUB SCREW M12X20. Part No. MH992573415
121	M12 NUT. Part No. MH992763015
122	INTEGRAL BEARING. Part No. MH870001754
123	EXT CIRCLIP. Part No. MH992831583
124	WEAR PLUG OD30. Part No. MH42655
125	DISC. Part No. MH504560100
126	S C GRUB SCREW M12X25. Part No. MH992573416
127	M12 NUT. Part No. MH992763015
128	CHAIN SHEAVE. Part No. MH17295
129	BEARING. Part No. MH500353903
130	INTERNAL CIRCLIP DIA 80. Part No. MH992835627
131	CIRCLIP. Part No. MH992831567
132	STR. ADAPTOR 3/4" UNF MALE TO. Part No. MH42407
133	ELBOW 1/2"BSp Male Check Nut to. Part No. MH42411
134	M10 X 25 SOC HEAD. Part No. MH992571376
135	WASHER M10,OD 21,ID 11,THK 2. Part No. MH992785634
136	PRIMARY UPRIGHT STRIP. Part No. MH502313100
137	GALVANISED WASHER M8. Part No. MH992785625
138	SPRING WASHER M8 X 2. Part No. MH992791525
139	HEX. SCREW M8x16 (CLASS 8.8). Part No. MH992275294
140	BOLT M8X 20 L CLASS 8.8. Part No. MH992275295
141	HD SCR M10X1 5X25. Part No. MH992275376
142	BEARING OD90, ID40 AUSTIN MAK. Part No. MH42273
143	LEAF CHAIN PIN. Part No. MH870002974
144	SPLIT PIN. Part No. MH992826092
145	EXT CIRCLIPS 40. Part No. MH992831577



दो बोली ई-निविदा 6000001611.

Two Bid e-tender for BRC for Servicing and Preventive / Breakdown maintenance of Kion Voltas make Electric Stackers in MDL.

146	WEAR PLUG OD30. Part No. MH42655
147	DISC. Part No. MH504560100
148	S C GRUB SCREW M12X25. Part No. MH992573416
149	M12 NUT. Part No. MH992763015
150	PRIMARY LIFTING CHAIN ASSY. Part No. MH14196
151	INTEGRAL BEARING. Part No. MH870001754
152	BEARING OD90, ID40 AUSTIN MAK. Part No. MH42273
153	EXT CIRCLIPS 40. Part No. MH992831577
154	EXT CIRCLIP. Part No. MH992831583
155	SPRING WASHER M16. Part No. MH992791565
156	TUBE FITTING RH M20x1. 5 Female. Part No. MH798034043
157	TEE M20x1. 5 Male Both ends. Part No. MH42421
158	ST ADAPTOR M20 X 1. 5 , 1/2" BSP(M. Part No. MH799229144
159	ELBOW 1/2"BSp Male Check Nut to. Part No. MH42411
160	SPLIT PIN. Part No. MH992826092
161	BEARING. Part No. MH500353903
162	INTERNAL CIRCLIP DIA 80. Part No. MH992835627
163	CIRCLIP. Part No. MH992831567
164	SPRING WASHER M16. Part No. MH992791565
165	SHIM THK. 0. 2MM. Part No. MH798033464
166	HEX SCR M10X30. Part No. MH992275377
167	SPRING WASHER M10. Part No. MH992791535
168	HX SCR M8X30. Part No. MH992275297
169	GALVANISED WASHER M8. Part No. MH992785625
170	SPRING WASHER M8 X 2. Part No. MH992791525
171	HEX. SCREW M8x16 (CLASS 8. 8). Part No. MH992275294
172	SCREW M8 X 25. Part No. MH992275296
173	BOLT M8X 20 L CLASS 8. 8. Part No. MH992275295
174	HEX NUT M8. Part No. MH992761013
175	WASHER M10,OD 21,ID 11,THK 2. Part No. MH992785634
176	HD SCR M10X1 5X25. Part No. MH992275376
177	HEX HD SCR M6X25. Part No. MH992275216
178	WASHER M6,OD12. 5,ID 6. 6,THK1. 6. Part No. MH992785604
179	SPRING WASHER M6. Part No. MH992791515
180	PRIMARY UPRIGHT RETA. Part No. MH502314100
181	M10 X 25 SOC HEAD. Part No. MH992571376
182	FORK CARRIAGE ASSLY HVT 570 WO. Part No. MH798041012
183	BEARING OD90, ID40 AUSTIN MAK. Part No. MH42273
184	THRUST ROLLER ASSEMBLY FOR VVE. Part No. MH798040003
185	SPRING WASHER M10. Part No. MH992791535
186	WASHER M10,OD 21,ID 11,THK 2. Part No. MH992785634
187	HEX. SCREW M10 X 30LG. Part No. MH992276377
188	EXT CIRCLIPS 40. Part No. MH992831577
189	SPLIT PIN. Part No. MH992826092
190	THRUST ROLLER ASSEMBLY FOR VVE. Part No. MH798040003
191	GREASE NIPPLE(COMMON). Part No. MH993791106



दो बोली ई-निविदा 6000001611.

Two Bid e-tender for BRC for Servicing and Preventive / Breakdown maintenance of Kion Voltas make Electric Stackers in MDL.

192	POWER PACK 3KW DC MOTOR VVE. Part No. MH798034002
193	CONTROL VALVE2SPOOLHYDRO C. Part No. MH42371
194	STR. ADAPTOR 3/4" UNF MALE TO. Part No. MH42407
195	STR. ADAPTOR 3/4"UNF Male X M14. Part No. MH42259
196	ST ADAPTOR M20 X 1.5 , 1/2" BSP. Part No. MH799229144
197	HOSE 3/8" R2 90° DROP 60 M20 F. Part No. MH798034204
198	TUBE FITTING RETURN LINE VVE S. Part No. MH798034183
199	TUBE FITTING M14 F to M14 F CVS. Part No. MH798044243
200	TUBE FITTING M20 F to M20 M CV. Part No. MH798044223
201	TUBE FITTING M14 F to M14 F CVS. Part No. MH798044243
202	TEE M14x1.5 Male Both ends. Part No. MH42422
203	TUBE FITTING one side 90Deg. M14. Part No. MH798044264
204	TUBE FITTING one side 90Deg. M14. Part No. MH798044274
205	TUBE FITTING one side 90Deg. M14. Part No. MH798044284
206	BULKHEAD ADAPTOR WITH LOCK N. Part No. MH798044294
207	STR. ADAPTOR 1/4" BSP Male X M14. Part No. MH798044314
208	STR. ADAPTOR 1/4" BSP Male to M1. Part No. MH42414
209	STR. ADAPTOR 9/16"UNF Male to M. Part No. MH42264
210	HOSE 3/8" R2 M20 F TO M20 M 4. Part No. MH798034214
211	STR. ADAPTOR 3/4" UNF Male to M2. Part No. MH42410
212	TUBE FITTING RH M20x1.5 Female. Part No. MH798034043
213	TUBE FITTING LH M20x1.5 Female. Part No. MH798034053
214	TEE M20x1.5 Male Both ends. Part No. MH42421
215	ELBOW 1/2"BSp Male Check Nut to. Part No. MH42411
216	POWER PACK 3KW DC MOTOR VVE. Part No. MH798034002
217	CONTROL VALVE2SPOOLHYDRO C. Part No. MH42371
218	LOAD LOWERING VALVE812 LPM S. Part No. MH798005113
219	STR. ADAPTOR 3/4" UNF MALE TO. Part No. MH42407
220	ST ADAPTOR M20 X 1.5 , 1/2" BSP. Part No. MH799229144
221	TUBE FITTING M20 F to M20 M CV. Part No. MH798044223
222	TUBE FITTING PRESSURE LINE VVE. Part No. MH798034173
223	TUBE FITTING RETURN LINE VVE. Part No. MH798034183
224	HOSE 3/8" R2 90° DROP 60 M20. Part No. MH798034204
225	HOSE 3/8" R2 ONE SIDE 90° M20F. Part No. MH798034164
226	TEE M20x1.5 Male Both ends. Part No. MH42421
227	CONTROL VALVE2SPOOLHYDRO C. Part No. MH42371
228	HEX. SCREW M8 X 65. Part No. MH992275306
229	WASHER M8 X1.6. Part No. MH992781624
230	SPRING WASHER M8 X 2. Part No. MH992791525
231	RUBBER BELLOW (FOR TILER HANDL. Part No. MH798009043
232	GAS SPRING FOR PLATFORM VVE S. Part No. MH798037003
233	Rubber Platform. Part No. MH798008173
234	SCREW M8 X 25. Part No. MH992275296
235	HEX NUT M8. Part No. MH992761013
236	WASHER M8 X1.6. Part No. MH992781624
237	GREASE NIPPLE(COMMON). Part No. MH993791106



दो बोली ई-निविदा 6000001611.

Two Bid e-tender for BRC for Servicing and Preventive / Breakdown maintenance of Kion Voltas make Electric Stackers in MDL.

238	COTTER PIN. Part No. MH015417900
239	TILER HANDLE SUB ASSEMBLY. Part No. MH798006420
240	GAS SPRING (FOR TILER HANDLE) LE. Part No. MH798006593
241	HEX HD SCREW M620 LG. Part No. MH992275215
242	M6 washer. Part No. MH992781604
243	SPRING WASHER M6. Part No. MH992791515
244	FLAT WASHER M3. Part No. MH992781554
245	M3 SPRING WASHER. Part No. MH992791503
246	GREASE NIPPLE(COMMON). Part No. MH993791106
247	POWER PACK 14 LTR (3KW,24V DC). Part No. MH798005183
248	HEX HD SCREW M10X1. 5X46LG. Part No. MH992175382
249	WASHER M10. Part No. MH992781634
250	SPRING WASHER M10. Part No. MH992791535
251	HX NUT M10. Part No. MH992761014
252	GAS SPRING FOR PLATFORM VVE S. Part No. MH798037003
253	Bearing Encoder. Part No. MH41077BE
254	LINE CONTACTORS SW604 24V 132. Part No. MH51010027
255	EM BRAKEFDB13,24V DCCOMERE. Part No. MH798003710
256	HYDRAULIC KIT FOR STABILIZER STA. Part No. MH798005212
257	PCB FOR REMA TILLER HEAD. Part No. MH61032022
258	flexible Cable PVC Core, Class 6 for V. Part No. MHPVCCL6
259	TILLER and CONTROL HEADS (TH1). Part No. MH52010022
260	CONTROL WIRING HARNESS FOR PN. Part No. MH61069380
261	ZF GK 10 AC TRANS. UNIT WITHOUT. Part No. MH41077
262	AC CONTROL PANEL (12982201). Part No. MH798007023
263	POWER CABLES FOR AC STACKER. Part No. MH798013193
264	WIRING HARNESS FOR REGULER STA. Part No. MH798013243
265	BRAKE MTG. PLATE. BRAKE MTG. PLATE. Part No. MH798003263
266	2NO+2NC,SIDE ROLLER TYPE LIMIT S. Part No. MH42516
267	DRIVE MOTOR and TILLER MTG. WELD. Part No. MH798015502
268	DRIVE MOTOR and TILLER MTG. WELD. Part No. MH798015502
269	TUBE FITTING M20 F to M20 M 4. Part No. MH798034273
270	DRIVE WHEEL VL STACKER. Part No. MH0501320273





**B. ILLUSTRATIVE RATE SHEET FORMAT:**

1. Illustrative Rate Sheet format is uploaded on NIC portal as “**ANNEXURE-B: ILLUSTRATIVE RATE SHEET FORMAT**” in **.xls format** with cover-1 (Part-I bid)

**Note:**

- i) Annexure-B is only for illustration purpose & for the purpose of indicating tax and whether **quoted / not quoted**, as per clause 11.1.2 of TEF (Tender enquiry form).
- ii) Bidders shall upload the completely filled Annexure-B with cover-1 online in .xls format.
- iii) Prices are to be quoted in the Rate sheet (BOQ) **provided online** in .xls format and uploaded in cover-2 online.
- iv) **Firm has to provide rates of spares and their buyback prices separately in the BOQ.**
- v) Bidder while quoting should consider the all costs such as labour, hike in the minimum wages, transportation, equipment, all incidental expenses, consumables etc.
- vi) Quantity shown is indicative. However, Payment shall be made as per actual work done.
- vii) An **illustrative example** of blank rate sheet (Annexure-B) in .xls format to be uploaded in cover 1 (Part 1 – Technical bid) is given below:

*Illustrative Example of Blank rate sheet to be uploaded in Part-I.*

Sl. No.	Item Description	Quantity (A)	Units	Units Rate (B)	Buyback Price (C)	Total (A*(B-C))	Applicable GST	HSN Code
1	XYZ.....	XX	Nos.	Quoted	Quoted	Quoted	XYZ%	123456



दो बोली ई-निविदा 6000001611.

Two Bid e-tender for BRC for Servicing and Preventive / Breakdown maintenance of Kion Voltas make Electric Stackers in MDL.

**Annexure-E**

**E. FORMAT FOR INFORMATION OF PAST ORDERS:**

Bidders are required to submit information of past orders as per tender clause no. 8.

Sr. No.	Order placed by	Order No.	Order date	Description of work	Order value	Start date as per order	Completion date as per order	Actual completion date	Work completion Certificate (WCC) ref. no.	WCC date
1										
2										
3										
4										
5										
6										



दो बोली ई-निविदा 6000001611.

Two Bid e-tender for BRC for Servicing and Preventive / Breakdown maintenance of Kion Voltas make Electric Stackers in MDL.

**Annexure-F**

**F. MDL Bank account details for remittance of EMD/SD.**

MAZAGON DOCK SHIPBUILDERS LTD  
DOCKYARD ROAD  
MUMBAI 400010

1. Contractors/bidders can use the following links/steps for making online payment of EMD/SD.

a. [www.mazagondock.in/onlinepayment.aspx](http://www.mazagondock.in/onlinepayment.aspx)

OR

b. Follow the following steps.

- Go to [www.mazagondock.in](http://www.mazagondock.in)
- Click on online payment tab available on home page.
- 4 options viz. Career, tender, security, scrap/disposal will be available.
- Click on the respective tab and make the payment online using debit cards, credit cards, net banking, BHIM / UPI etc. after filling the required details.

2. Details to be filled by bidders making online remittance of funds in MDL's bank account:

Date of Remittance	Name of Firm	Vendor Code	MDL tender/PO. Ref No.	Nature of Remittance viz. EMD/SD etc.	Amount Remitted (Rs.)

**Signature of Vendor/Representative**



दो बोली ई-निविदा 6000001611.

Two Bid e-tender for BRC for Servicing and Preventive / Breakdown maintenance of Kion Voltas make Electric Stackers in MDL.

## Annexure-H

### H. LOADING FACTORS FOR RANKING OF BIDS: (Illustrative format)

#### A.

Sr.No.	Description	Foreign Supplier	Indigenous Supplier
1	Basic price Quoted	a) FOB b) CIF	a) Ex Works b) Delivered to MDL stores
2	Add: insurance charges	In case of 1(a)	In case of 1(a)
3	Add Sea/Air Freight charges / Inland Road Transport	In case of 1(a)	In case of 1(a)
4	Customs Clearance / Port Handling / Transportation to Yard	In either case i.e. FOB or CIF Price	NIL
5	Cost (ex-MDL) excluding taxes & duties without loading towards any deviations	Sr. Nos. (1+2+3+4) if FOB price quoted OR CIF price + Sr.No.4	Sr. Nos. (1+2+3)

#### B. Loading due to variations in Financial Term.

Sr.No.	Description	Foreign Supplier	Indigenous Supplier
6	Variation in payment Terms		
7	Cost (ex-MDL) excluding taxes & duties after loading for variations in financial term.	Sr. Nos. 5 + 6	

#### C. Loading on Account of deviations in following commercial terms

Sr.No.	Description	Foreign Supplier	Indigenous Supplier
8	Security Deposit / Contract performance guarantee.		
9	Equipment Performance guarantee		
10	Additional delivery period sought over stipulated period as per Tender		
11	Additional time sought for supplying binding data.		
12	Liquidated damages per week rate / maximum ceiling		
13	Warranty / Guarantee		
14	Cost (ex-MDL) excluding taxes & duties after loading for variations on account of financial and commercial terms.	Sr.Nos.7 + 8 +9 + 10 +11+ 12 +13	

#### D. Landed Cost:

Sr.No.	Description	Foreign Supplier	Indigenous Supplier
15	Taxes & Duties		
16	Landed C	Sr.Nos.14 + 15	



## **I. GST DECLARATION**

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





दो बोली ई-निविदा 6000001611.

Two Bid e-tender for BRC for Servicing and Preventive / Breakdown maintenance of Kion Voltas make Electric Stackers in MDL.

**Annexure-J**

**J. TAF (TENDER ACCEPTANCE FORMAT) / ASLA ACCEPTANCE FORMAT:**

To,  
MAZAGON DOCK SHIPBUILDERS LIMITED  
OUTSOURCING DEPARTMENT.

TEF CLAUSE No.	BIDDER'S REMARK	TEF CLAUSE No.	BIDDER'S REMARK
	ACC. / DEV.		ACC. / DEV.
1		2	
3		4	
5	Not Applicable	6	Not Applicable
7		8	
9		10	Not Applicable
11		12	
13		14	
15		16	
17		18	
19	Not Applicable	20	
21		22	
23		24	
25		26	
27	Not Applicable	28	
29		30	Not Applicable
31		32	Not Applicable
33		34	
35		36	
37		38	
39			

COMPANY'S NAME & ADDRESS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SIGNATURE:

DATE:

NAME:

DESIGNATION:

BIDDER'S COMPANY SEAL:

**NOTE:**

1. Bidders 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 bidder shall upload the scanned copy of the same online.
3. Bidder(s) should indicate "ACC" for Accepted, "DEV" for Deviation Taken for each clause number in the above table.
4. Bidder(s) to attach Separate Sheet indicating all relevant details such as Number & description of the Clause, Reasons for Deviation and Alternative suggested for any deviations taken by them.
5. Clause numbers shown in the above format also includes the sub-clauses under these clauses.



**M. GCC**

**GENERAL CONDITIONS OF CONTRACT (GCC)**

The word '**Purchaser**' refers to MAZAGON DOCK SHIPBUILDERS LIMITED, (MDL), a Company within the meaning of Companies Act, 2013 and it includes its successors or assignees.

The word '**Bidder**' (including the term 'tenderer', 'consultant' 'vendor' or 'service provider' in certain contexts) means any legal entity such as firm(s) of Proprietorship / Partnership Firm / Limited Liability Partnership / Private Limited / Limited company / Society registered under Society's Act / Statutory Bodies/ Consortium/ Joint Venture etc. participating in a procurement process.

The word '**Owner**' means the person or authority with whom Mazagon Dock Shipbuilders Limited (Purchaser) has contracted to carry out work in relation to which orders are placed by the Purchaser on the Bidder/Supplier/Contractor under this contract for supply or manufacture of certain items and would include Department of Defence Production, Ministry of Defence, Government of India, the Indian Navy, the Coast Guard and any other specified authority.

Unless otherwise indicated specifically by the bidder / contractor in his bid, it shall be construed as his acceptance of all the conditions mentioned in this GCC.

**1. TENETS OF INTERPRETATION**

Unless where the context requires otherwise, throughout the contract:

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

**2. LANGUAGE OF CONTRACT**

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

**3. GOVERNING LAWS AND JURISDICTION**

**3.1 Governing Laws and Jurisdiction**

- (a) This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Laws of India for the time being in force.
- (b) Irrespective of the place of delivery, or the place of performance or the place of payments under the contract, the contract shall be deemed to have been made at the place from which the Purchase Order/Contract/Letter of Intent has been issued. The courts of such a place shall alone have jurisdiction to decide any dispute arising out or in respect of the contract.

**3.2 Changes in Laws and Regulations**



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

#### **4. CONFIDENTIALITY, SECRECY AND IPR RIGHTS**

##### **(a) IPR Rights**

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

##### **(b) Confidentiality**

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

##### **(c) Secrecy**

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

##### **(d) Obligations of the contractor**

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

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

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

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

(aa) The contractor needs to share with the institution(s) participating in the financing of the contract;

(ab) now or hereafter is or enters the public domain through no fault of Contractor;

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

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



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

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

## 5. PERMITS, APPROVALS AND LICENSES

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

## 6. TRANSFER OF TITLE OF GOODS (Not Applicable)

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

(b) Provided that where, under the terms of the contract, the Goods are required to be delivered to an interim consignee for despatch to the consignee, the Goods shall be at MDL's risk after their delivery to the interim consignee.

## 7. EXTENSION OF DELIVERY PERIOD (Not Applicable)

(a) If at any time during the currency of the contract, the contractor encounters conditions hindering timely delivery of the Goods and performance of incidental Works/ Services, he shall promptly inform MDL in writing about the same and its likely duration. He must make a request to MDL for an extension of the delivery schedule. On receiving the contractor's communication, MDL shall examine the situation and, at its discretion, may agree to extend the delivery schedule, with or without liquidated damages and with and without denial clause by issuing an amendment to the contract.

### (b) Conditions for Extension of Delivery Period

When the period of delivery is extended due to unexcused delay (Note: please ensure that unexcused delay is defined. Otherwise replace "unexcused delay" with the "delays attributable") by the contractor, the amendment extending the delivery period shall, inter alia, be subject to the following conditions:

#### (i) Liquidated Damages

MDL shall recover from the contractor, under the provisions of this clause, liquidated damages on the Goods and incidental Works/ Services, which the contractor has failed to deliver within the delivery period stipulated in the contract.

#### (ii) Denial Clause

(aa) No increases in price on account of any statutory increase in or fresh Imposition of GST, customs duty or on account of any other taxes/ duty/ cess/ levy), leviable in respect of the Goods and incidental Works/ Services stipulated in the said contract which takes place after the original delivery date, shall be admissible on such of the said Goods, as are delivered after the said date; and



**(ab)** Notwithstanding any stipulation in the contract for an increase in price on any other ground, including price variation clause or foreign exchange rate variation, or any other variation clause, no such increase after the original delivery date shall be admissible on such goods delivered after the said date.

**(ac)** Nevertheless, MDL shall be entitled to the benefit of any decrease in price on account of reduction in or remission of GST, customs duty or on account of any other Tax or duty or any other ground as stipulated in the price variation clause or foreign exchange rate variation or any other variation clause which takes place after the expiry of the original delivery date.

**(c) Liquidated damages**

If the contractor fails to deliver any or all of the Goods or fails to perform the incidental Works/ Services (e.g. installation, commissioning or operator training) within the time frame(s) incorporated in the contract, MDL shall, without prejudice to other rights and remedies available to MDL under the contract, deduct from the contract price, as agreed liquidated damages, but not as a penalty, a sum equivalent to the 0.5 % percent (excluding taxes) of the delivered price of the delayed Goods and/ or incidental Works/ Services for each week of delay or part thereof until actual delivery or performance, subject to a maximum deduction of the 5% of the delayed Goods' or incidental Works/ Services' contract price(s). Besides liquidated damages during such a delay, the denial clause shall also apply. Any failure or delay by any subcontractor, though their employment may have been sanctioned shall not be admitted as a ground for any extension of time or for exempting the contractor from liability for any such loss or damage as aforesaid.

## 8. DEFAULTS, BREACHES & TERMINATION OF CONTRACT

Termination due to Breach, Default, and Insolvency

**(a) Defaults and Breach of Contract**

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

**(i) Default in Performance and Obligations**

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

**(ii) Insolvency**

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

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

**(b) Notice for Default**

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

**(c) Terminations for Default**

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

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

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

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





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

- (i) Temporary withhold payments due to the contractor till recoveries due to invocation of other contractual remedies are complete.
- (ii) Call back any loaned property or advances of payment, if any, with the levy of interest at the prevailing rate (MIBID - Mumbai Interbank Bid Rate).
- (iii) Recover liquidated damages and invoke denial clause for delays.
- (iv) Encash and/ or Forfeit performance or other contractual securities.
- (v) Prefer claims against insurances, if any.
- (vi) Terminate contract for default, fully or partially including its right for Risk and Cost Procurement as per following sub-clause.

**(vii) Risk and Cost Procurement**

In addition to termination for default, MDL shall be entitled, and it shall be lawful on his part, to procure Goods same to those terminated, with such terms and conditions and in such manner as it deems fit at the "Risk and Cost" of the contractor. Such 'Risk and Cost Procurement' must be initiated (viz. AIP/PR/Tender) within six months from the termination of Contract. The Contractor shall be liable for any loss which MDL may sustain on that account provided the procurement, or, if there is an agreement to procure, such agreement is made. The Contractor shall not be entitled to any gain on such procurement, and the manner and method of such procurement shall be in the entire discretion of MDL.

(Note: deleted being contrary to law).

(Note: No contractor would give security after the termination of the contract)

Note: Regarding the Goods which are not readily available in the market and where procurement difficulties are experienced, the period for making risk procurement shall be nine months instead of six months provided above.

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

## 9. CLOSURE OF CONTRACT

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

## 10. COMMUNICATION AND LANGUAGE FOR DOCUMENTATION

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

## 11. PRESERVATION AND MAINTENANCE (Not Applicable)

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

## 12. FREIGHT AND INSURANCE. (Not Applicable)

### (a) For Indigenous Bidders

Bidder shall quote for 'Door Delivery to Purchaser,' all charges towards door delivery viz. transport, Insurance charges etc. shall be borne by the Bidder / Supplier / Contractor.

### (b) For Foreign Bidders

For overseas bidders, bidder shall agree for supplying the goods on CIF/CIP, Incoterm basis. The Bidder / Supplier / Contractor shall immediately on despatch of the items, inform all relevant details of despatch such as Order Number, Bill of Lading/AWB Number marked as Freight Paid, Insurance policy/document, number of packages, value of consignment, invoice number etc. as per contractual terms.



**13. DEMURRAGE (Not Applicable)**

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

**14. CANCELLATION OF TENDER**

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

**15. PURCHASER'S PROPERTY.**

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

**16. REJECTION OF MATERIALS (Not Applicable)**

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

**17. RECOVERY-ADJUSTMENT PROVISIONS**

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

**18. INDEMNIFICATION**

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

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

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

**20. SUBCONTRACT AND RIGHT OF PURCHASER**

The Bidder / Supplier / Contractor under no circumstances undertake or subcontract any work / contract from or to any other Sub-contractor without prior written approval of the Competent Authority of Purchaser. In the event it is found that such practice has been indulged in, the contract is liable to



दो बोली ई-निविदा 6000001611.

Two Bid e-tender for BRC for Servicing and Preventive / Breakdown maintenance of Kion Voltas make Electric Stackers in MDL.

be terminated without notice and the Bidder / Supplier / Contractor is debarred all from future tender enquiries / work orders. However, in no circumstances a contractor is permitted to subcontract any part of the contract to the bidders who had quoted for the concerned tender.

## **21. PATENT RIGHTS**

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

## **22. AGENTS/AGENCY COMMISSION**

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

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

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

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

## **23. USE OF UNDUE INFLUENCE / CORRUPT PRACTICES**

The Bidder / Supplier / Contractor undertakes that he has not used corrupt practices or used any undue influence which is not admissible as per Indian law to obtain contract/order or in doing any business with the purchaser. If found that Bidder / Supplier / Contractor is involved in such wrong practices, then Purchaser is entitled to cancel the contract/s and all or any other contracts and then to recover from the Bidder / Supplier / Contractor the amounts of any loss arising from such contracts' cancellation, including but not limited to imposition of penal damages, forfeiture of Performance security, encashment of the Bank Guarantee and refund of the amounts paid by the Purchaser.

## **24. IMMUNITY OF GOVERNMENT OF INDIA CLAUSE**

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



## **25. EXPORT LICENCE (Not Applicable)**

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

## **26. BANNED OR DE-LISTED CONTRACTORS / SUPPLIERS**

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

## **27. DUTY OF PERSONNEL OF SUPPLIER/CONTRACTOR**

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

## **28. DISPUTE RESOLUTION MECHANISM AND ARBITRATION**

### **(a) Dispute resolution mechanism(DRM)**

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

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

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

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

### **(b) Arbitration**

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

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

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

## **29. JURISDICTION OF COURTS**

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





### **30. CONTRACT LABOUR (REGULATION AND ABOLITION) ACT 1970** (Applicable for Services)

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

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

### **31. MINIMUM WAGES ACT**

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

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

### **32. BONUS ACT**

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

### **33. FACTORIES ACT**

The Contractor / Bidder shall observe all applicable Rules and Regulations stipulated under Factories Act applicable to contract labour.

The Contractor / Bidder shall maintain a separate register prescribed under the Act and pay Privilege Leave wages to all eligible employees.

On completion of execution of the contract and before winding up, the Contractor / Bidder shall pay proportionate Privilege Leave wages to all eligible employees.

### **34. EMPLOYEES' PROVIDENT FUNDS AND MISCELLANEOUS PROVISIONS ACT, 1952**

The Contractor / Bidder, where applicable, shall cover his employees deployed in the Purchaser's Yard

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

(b) under the Family Pension Scheme, and

(c) under the Employees' Deposit Linked Insurance Scheme and pay the contributions both in respect of his employees and his own. He shall submit all the necessary returns and other particulars periodically as prescribed under the said Act. Contractor / Bidder shall cover from the first day working all his contract labour on MDL jobs by filling requisite returns to concerned Statutory authorities and obtaining Code Numbers / Account Numbers. Contractor / Bidder shall remit employees' and employers' contributions directly to the concerned authorities along with Inspection and Administrative Charges as per relevant provisions of the concerned Acts and Schemes made there under within 15 days from the close of every month. The Contractor / Bidder must submit copies of P. F. dues payment challans, copy of Form No. 12 (A), copy of form No. 6 (A) (Annually) and copies of Muster Roll of their workmen every month to Corporate Personnel Department before renewal of passes for entry into the yard. The Contractor / Bidder must also attend to P. F. Inspections by concerned authorities and submit copy of the Inspection Report.





दो बोली ई-निविदा 6000001611.

Two Bid e-tender for BRC for Servicing and Preventive / Breakdown maintenance of Kion Voltas make Electric Stackers in MDL.

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

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

### **35. EMPLOYEES' STATE INSURANCE ACT**

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

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

### **36. SAFETY**

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

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

### **37. POLICE VERIFICATION OF EMPLOYEES**

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

### **38. FORCE MAJEURE**

If at any time during the execution of the goods / service order, the performance in whole or in part by either Purchaser or and by the Bidder(s) / Supplier(s) / Contractor(s) is / are delayed by any reason



दो बोली ई-निविदा 6000001611.

Two Bid e-tender for BRC for Servicing and Preventive / Breakdown maintenance of Kion Voltas make Electric Stackers in MDL.

---

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

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

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

\*\*\*\*\*



दो बोली ई-निविदा 6000001611.

Two Bid e-tender for BRC for Servicing and Preventive / Breakdown maintenance of Kion Voltas make Electric Stackers in MDL.

Annexure-N

**N. GENERAL CONDITIONS OF CONTRACT ACCEPTANCE FORMAT:**

To,  
MAZAGON DOCK SHIPBUILDERS LIMITED  
OUTSOURCING DEPARTMENT.

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

COMPANY'S NAME & ADDRESS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SIGNATURE:

DATE:

NAME:

DESIGNATION:

BIDDER'S COMPANY SEAL:

**NOTE:**

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



दो बोली ई-निविदा 6000001611.

Two Bid e-tender for BRC for Servicing and Preventive / Breakdown maintenance of Kion Voltas make Electric Stackers in MDL.

Annexure-O

**O. RTGS / NEFT – MANDATE AUTHORIZATION FORM**

**Mazagon Dock Shipbuilders Limited**  
Dockyard Road,  
Mumbai – 400 010

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

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

**Date**

**Suppliers Seal**

**Authorized Signature of the suppliers**

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

**Date**

**Bank's Stamp**

**Authorized Signatories of Bank Officers**



**P. DECLARATION CERTIFICATE FOR LOCAL CONTENT**

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) 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.

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

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

**SIGNATURE:** \_\_\_\_\_

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

**Seal / Stamp of Bidder**





दो बोली ई-निविदा 6000001611.

Two Bid e-tender for BRC for Servicing and Preventive / Breakdown maintenance of Kion Voltas make Electric Stackers in MDL.

Annexure-Q

**Q. ACTUAL LOCAL CONTENT CERTIFICATE**

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**



दो बोली ई-निविदा 6000001611.

Two Bid e-tender for BRC for Servicing and Preventive / Breakdown maintenance of Kion Voltas make Electric Stackers in MDL.

Annexure-R

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

(On bidder's letter head)

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

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

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

COMPANY'S NAME & ADDRESS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SIGNATURE:

DATE:

NAME:

DESIGNATION:

BIDDER'S COMPANY SEAL:



दो बोली ई-निविदा 6000001611.

Two Bid e-tender for BRC for Servicing and Preventive / Breakdown maintenance of Kion Voltas make Electric Stackers in MDL.

**Annexure-T**

**T. DECLARATION BY BIDDER REGARDING CONFLICT OF INTEREST AMONG BIDDERS/ AGENTS**

GeM Bid/Tender No.:.....

Dated:.....

- i. I have read the tender clause no. 37 regarding Conflict of Interest among Bidders/ Agents; I certify that our Firm M/s.....is not having any conflict of interest with any bidder/agent participating in this bidding process.

I hereby certify that our Firm M/s.....fulfils all requirements in this regard and is eligible to be considered for subject tender.

COMPANY'S NAME & ADDRESS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SIGNATURE:

DATE:

NAME:

DESIGNATION:

BIDDER'S COMPANY SEAL:



दो बोली ई-निविदा 6000001611.

Two Bid e-tender for BRC for Servicing and Preventive / Breakdown maintenance of Kion Voltas make Electric Stackers in MDL.

---

**Annexure-U**

**U. LIST OF DULY FILLED DOCUMENTS TO BE UPLOADED WITH PART 1**

1. Annexure-B in .xls format
2. Annexure-E
3. Annexure-I
4. Annexure-J
5. Annexure-N
6. Annexure-O
7. Annexure-P
8. Annexure-R
9. Annexure-T
10. GST Certificate
11. Bidders Company Profile. (Exempted for permanent registered vendor.)
12. Bidders Shop & Establishment and Tax registration certificate or Certificate of Incorporation. (Exempted for permanent registered vendor.)
13. Valid documents in support of TEF clause 8.1.