



निविदा पूछताछ
TENDER ENQUIRY

[प्रेस निविदा]
[PRESS TENDER]

माझगांव डॉक शिपबिल्डर्स लिमिटेड
(भारत सरकार का उपक्रम)
MAZAGON DOCK SHIPBUILDERS LIMITED
(Formerly known as Mazagon Dock Limited)
(A Govt. of India Undertaking)
CIN: L35100MH1934GOI002079
Dockyard Road, Mumbai 400 010
Website- www.mazagondock.in
Certified - ISO 9001: 2008 for Shipbuilding Division
GST ID : 27AAACM8029J1ZA

निविदा सं./Tender No	2000007844	विभाग/Department	MATERIAL-PURCHASE
क्रय अधिकारी/Purchase Exec.	Ashok Kanojia	क्रय अधिकारी/Purchase Exec.	Ashok Kanojia
सेवा में /To		दूरभाष सं./Telephone No	23763255
		फैक्स सं./Fax No	23738151
		ई-मेल/E-Mail	akanojia@mazdock.com
दूरभाष सं./Telephone		निविदा सं./Tender No	2000007844
फैक्स सं./Fax		निविदा तिथि/ Tender Date	09.12.2022
ई-मेल/E-Mail		निविदा बंद की तिथि/Tender Closing Date	12.12.2022
		निविदा बंद होने का समय/Tender Closing Time	12:00:00
		आरएफक्यू सं./RFQ No	2010013295

निविदा शुल्क/Tender Fee	रु/Rs	0.00
बयाना राशि/EMD Amount	रु/Rs	0.00
पुर्व बिड बैठक तिथि और समय/Pre Bid Meeting Date & Time		,00:00:00
निविदा खोलने की तिथि और समय/Tender Opening Date & Time		12.12.2022,12:30:00
प्रस्ताव वैधता तिथि है/Offer should be valid up to		
सुरक्षा जमा/Security Deposit		0.00 %आदेश मूल्य का/PO value
वरीय बैंक जमानत /Perf. Bank Guarantee		0.00 %आदेश मूल्य का/PO value

(आगे के विवरण हेतु कृपया सम्बंधित नियम शर्तों को पढ़ें। सुनिश्चित करें कि कोटेशन और संबंधित पत्राचार के लिए विभाग का नाम, क्रय अधिकारी का नाम, निविदा संख्या, बंद होने का समय एवं तिथि एवं आरएफक्यू सं. अपने कोटेशनमें लिखें।
Kindly read and refer relevant terms & conditions for further details. Do ensure to Quote Department Name, Purchase Executive \$ Name , Tender Number, closing date & time and RFQ Number in your Quotation & related correspondence)

प्रिय महोदय/महोदया
Dear Sir / Madam ,

विषय /SUB:- SUPPLY OF SOFT BINDI LADDUS

माझगाँव डॉक शिपबिल्डर्स लिमिटेड प्रतिष्ठित/संभावित आपूर्तिकर्ताओं से निम्न हेतु, प्रतियोगितात्मक दो बोली प्रणाली में (भाग -I तकनीकी - वाणिज्य बोली एवं भाग II मूल्य बोली) बोली आमंत्रित करती है।
Mazagon Dock Shipbuilders Limited (MDL) invites Competitive – Bid from reputed Supplier for the following in TWO BID system (Part - I Techno - Commercial Bid & Part - II Price Bid).

क्र सं. SL.No.	सामग्री / सेवा विवरण Material / Service Details	मात्रा / इकाई Quantity / unit	आपूर्ति तिथि Delivery Date
00100	सामग्री सं./ Material Number :- Soft Bundi Laddu सामग्री वर्णन/Material Description :ITEM DESCRIPTION:-	7,000 Number	13.01.2023

क्र सं. SL.No.	सामग्री / सेवा विवरण Material / Service Details	मात्रा / इकाई Quantity / unit	आपूर्ति तिथि Delivery Date
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1. SOFT BUNDI LADDUS OF 70 GMS EACH APPROX. MADE IN PURE GHEE AND MIX WITH DRY FRUITS VIZ. KAJU, BADAM KISHMISH ETC. EACH LADDU TO BE PACKED IN BUTTER PAPER BAG DEPENDING UPON THE SIZE OF LADDU.DULY PACKED LADDUS TO BE SUPPLIED IN TRAYS (100 LADDUS IN EACH TRAY)
- 2.FREE DELIEVERY IN MDL ON 16.12.2022 AT 07:00PM AT SB-HR & ER DEPT.
- 3.SAMPLE TO BE APPROVED BY HR DEPT. BEFORE SUPPLY.

नियम और शर्तें : भाग ए मे लिखी हुई और इतर संलग्नपत्रे इस निविदा एक अभिन्न अंग हैं। हमें आशा हैं की, हमें प्रतियोगित्मिक और उचित प्रस्ताव इस निविदा के लिए प्राप्त होगा।

Terms & Conditions as indicated in Part A of this tender and other enclosures / annexures form an integral part of this tender document. We look forward to receive your most competitive and reasonable offer against this Tender.

माझगाँव डॉक शिपबिल्डर्स लिमिटेड के लिए /For Mazagon Dock Shipbuilders Ltd



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

PART A OF TENDER
Two Bid Web-Tender

Tender No.: GM(M)/ADK/ 2000007844	Division: Shipbuilding
Tender Date: 09.12.2022	Department: Material Purchase
Tender Closing Date & Time: 12.12.2022 at 12.00 Hrs	Tel. No.: 2376 3408, Fax No.: 2373 8151
Tender Opening Date & Time: 12.12.2022 at 12.30 Hrs	E-Mail: : akanojia@mazdock.com
EMD: NIL	Websites: https://www.mazagondock.in

Mazagon Dock Shipbuilders Limited invites on line competitive bids on e-procurement portal E-Procurement Portal (<https://eprocuremdl.nic.in>) from reputed Bidders / Vendors in **TWO BID SYSTEM** (Part-I Techno Commercial Bid and Part-II Price Bid) for the Supply of **Soft Bundi Laddu**.

The Tender Enquiry can be downloaded from our website: <https://eprocuremdl.nic.in> / <https://mazagondock.in> / (Path: Tenders>>Shipbuilding-Material Purchase>>SB-MP Notifications) & is also available on Central Public Procurement Portal and Govt. e-Market place.

Bids submitted on our e-procurement portal <http://eprocuremdl.nic.in> only will be accepted. Bids submitted in any other form other than online submission will not be accepted.

GEM availability report ID: GEM/GARPTS/09122022/QY867GKPZ2NG

SPECIAL INSTRUCTIONS TO BIDDERS: IT IS MANDATORY TO SUBMIT "Annexure "C" ALONG WITH TECHNO-COMMERCIAL BID.

- The Bidder shall submit declaration / certificate as per Enclosure 6 towards compliance of Public Order on Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017. Refer tender clause no. 13 for more details.

1. Description of Work / Supplies:

Tender Item Sr. No.	Material Description	Qty.	Unit
100	SOFT BUNDI LADDUS OF 70 GMS EACH APPROX. 1. MADE IN PURE GHEE AND MIX WITH DRY FRUITS VIZ. KAJU, BADAM KISHMISH ETC. 2. EACH LADDU TO BE PACKED IN BUTTER PAPER BAG DEPENDING UPON THE SIZE OF LADDU.DULY PACKED LADDUS TO BE SUPPLIED IN TRAYS (100 LADDUS IN EACH TRAY) 3.FREE DELIEVERY IN MDL ON 16.12.2022 AT 07:00 PM AT SB-HR & ER DEPT. 4.SAMPLE TO BE APPROVED BY HR DEPT. BEFORE SUPPLY.	7000	Nos

2. **Delivery Period:** Free delivery in MDL on 16.12.2022 at 19:00 Hrs to SB-HR & ER Dept.
Note: If bidder quotes delivery period more than MDL's required date, bidder's offer shall be categorically rejected.
3. **Sample Clause: - Bidders have to submit sample as per item description given in above table along with bid for approval. In any case, sample must be submitted before tender closing date & time (i.e. 12.12.2022 at 11.30 AM). The sample submission is mandatory for ascertaining the quality of sweets for acceptance. Bids of such bidders whose samples are approved by the MDL designated committee will only be considered & techno-commercially qualified for this tender. The sample should be properly packed & bidders should mention the name of firm of the sample packing.**
4. **Instructions to the Bidders for submission of Pre-Qualification Documents:**
- Technical Bid mentioning the technical specification to be offered as against tender technical specification.
 - Acceptance on clauses of Tender Enquiry (TEF) GT&C, STAC in the Prescribed Formats stating 'Accepted OR Deviation' as applicable for each of the clause.
 - Blank Price bid in the prescribed format for tender item to be uploaded.
 - Bidders company profile and Shop & Establishment registration certificate or registration Certificate from local bodies for conducting business/ MDL registration certificate/governing license for sale of sweets & namkeen items from govt. of Maharashtra.
 - Bank details for payment by RTGS / NEFT in the format.
 - PAN card copy.
 - GST NO. & HSN no. for the tendered item.
5. **Earnest Money Deposit (EMD) / BID BOND: NIL**
6. **Validity Period:** Bids / Offers shall have the validity period of 15 **Days** from the tender closing date. A bid valid for a shorter period may be liable for rejection as being non-responsive. Technically accepted bidder will be given opportunity to accept validity as per tender in case of shorter validity period quoted by any bidder. In case of Non-acceptance of validity as per tender term thereafter, the firm's offer will be rejected by MDL as non-responsive.
7. **Security Deposit:** Not applicable.
8. **Bid Rejection Criteria:**
- A) **Following bids shall be categorically rejected;**
- The Bids received after tender closing date and time.
- B) **Following bid rejection criteria shall also render the bids Liable for Rejection.**
- The bids received after tender closing date and time shall be categorically rejected.
 - The bids not meeting the delivery term of tender i.e. supply on 16.12.2022 will be categorically rejected.
 - Bids received without samples as per clause 3 above will be

- (iv) categorically rejected.
- (iv) Samples received after tender closing date & time will be categorically rejected
- (v) Non-submission of compliance of Public Order on Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017 as in "Enclosure 6"
- (vi) Bidders not accepting for submission of " Enclosure 7" format for the declaration for TDS.

9.Submission of Techno-Commercial Bid and the Price Bid

Bids must be uploaded in two parts i.e. **Part - I** (Techno-Commercial bid) & **Part - II** (Price bid) as appearing on-line through our e-procurement portal. Bidders are requested to log on to our e-procurement portal "<http://eprocuremdl.nic.in>" for on-line submission of bids against this tender.

9.1 Part I: Techno Commercial Bid:

Following documents shall be uploaded:

- (a) Technical Bid detailing complete technical specification including make and model as relevant at Part-I of e-tender in PDF format on your letter head clearly indicating the offer ref. & date. Bidders are requested to quote for most suitable brand as per tender requirement / specification. Bidders shall indicate HSN code.
- (b) Acceptance / Deviation for all clauses of Tender Enquiry (TEF), GT&C and STACS in the prescribed formats duly stating 'Accepted or Deviation' as applicable for each clause.
- (c) Un-priced format / Blank Rate sheet format (without mentioning basic price) clearly indicating 'QUOTED / UNQUOTED' as applicable against each of the listed item in the prescribed format. Please mention applicable taxes in percentage of basic rate quoted. The applicable taxes shall be clearly indicated. Bidder should indicate taxes and levies as applicable separately under each of the head in the same blank rate sheet. Wherever all-inclusive prices are quoted by the bidder(s) and accepted without bifurcation of tax elements, no escalation shall be considered in respect of any variation in statutory levies arising subsequently in the absence of required base figures.
- (d) Deviations if any, in pdf format along with the bid.
- (e) All Pre-Qualification documents mentioned at **clause no. 5**.
- (f) Bank details for payment by RTGS / NEFT in the prescribed format.
- (g) Bidder shall abide by all the Tender Enquiry Form (TEF), Standard Terms and Conditions of Supply (STACS), General Terms & Conditions (GT&C), Official Secret Act, Safety clause etc. Acceptance formats as per Annexures contained therein whose acceptance should be properly filed.

Note: In the event we do not receive acceptance format duly filled for Tender Enquiry Form (TEF), Scope of supply & QA requirements, General Terms & Conditions (GT&C), Standard Terms & Conditions (STACS), Statutory requirements, Official Secret Act 1923 & Safety clause it shall be construed that all the tender terms & conditions are acceptable to you.

9.2 Part-II: Price Bid

A standard BOQ (Rate Sheet) format has been provided with the tender document to be filled by all the bidders. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. Bidders are required to download the BoQ file, open it and complete the white colored (unprotected) cells with their respective financial quotes and other details (such as name of the bidder etc.). No other cells should be changed. Once the details have been completed, the bidder should save it and

submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.

- (a) In case of any discrepancy in unit price and total price (multiplication error), unit price shall prevail.
- (b) Bidders are requested to show the break up regarding taxes, duties & levies as applicable in the bid. For variations, if any, in statutory levies, if MDL satisfies that the rates of taxes, duties & levies indicated therein are in line with the tax law, the escalation due to variation in the taxes, duties & levies can be justifiably considered to the extent legitimately allowable on the base amount(s) indicated in the bid.
- (c) Deviations sought by the bidder in respect of variation in commercial terms, payment terms shall be negotiated first and thereafter the deviations if acceptable to MDL will be loaded on the bidder/s quoted price while ranking.

10. Pricing:

Bidder shall quote the prices of all items listed in the price sheet format of the tender enquiry (Enclourse-1) for delivery of the items in MDL store inclusive of all costs towards Packing & Forwarding / Freight / Delivery / Transport & Transit Insurance etc. at Mazagon Dock Shipbuilders Ltd, Dockyard Road, Mumbai-10. The prices quoted shall remain firm and fixed during the currency of the order / contract unless agreed otherwise by MDL.

The prices quoted shall remain firm and fixed till the execution of the total quantity on the order. No increase / decrease shall be permissible on any account after finalization of the order / till delivery of total quantity on the order.

11. Terms of Payment:

MDL does not pay any Advance Payment for Indigenous FOR Bidders. Payment for the value of supplies, as reduced by any deductibles and / or the amount leviable towards liquidated damages, if any and after including Taxes, Duties etc. may be payable through RTGS / NEFT within 15 - 20 days from the date of receipt of accepted material after receipt & acceptance at the designated place of MDL and not from date of submission of bills.

Supplier should submit following documents for payments: -

- i. Invoice (original) + 3 ink signed / carbon copy invoices.
- ii. Guarantee/Warranty Certificate on Supplier Letter Head
- iii. Delivery Challan (3 Original Copies)
- iv. Order copy and Amendment copies if applicable.
- v. Duly filled" Enclosure 7" format for the declaration for TDS

Bidders shall furnish all the necessary details like name of the Bank / Branch, Branch Code No., Bank Account No., MICR No. in their bid as per the RTGS/NEFT format provided with the tender enquiry.

The bills to be submitted to **Bill Receipt Section, near to the Reception Section, Mazagon Dock Shipbuilders Limited**, and addressed to **DGM (C-MP)**, 2nd Floor, Mogul House, Mazagon Dock Shipbuilders Limited, Dockyard Road, Mumbai - 10. Invoices should be submitted immediately within two to three MDL working days (preferably the invoices should accompany supply) after execution of the orders / expiry of contract. Thereafter any discrepancies / pending claims regarding payment or any other matter related to this order/contract should be brought to

MDL's notice in writing within 30 days of otherwise final payment by MDL, beyond which no claims whatsoever will be entertained.

i. **TReDS:**

“Alternate MSME vendor payment through TReDs:

“In order to address the financial needs of MSME firms, GoI has introduced a platform for facilitating the financing trade receivables of MSMEs from buyers, through multiple financiers which is termed as Trade Receivables of Discounting System (TReDS). At TReDS, auctioning of invoices at competitive & transparent environment is done by financiers which is termed as Trade Receivables of transparent environment is done by financiers based on Buyer’s credit profile. MDL is registered on the “Invoicemart” “TReDS platform and M1change of M/s Mynd solutions PVT LTD. MSME bidders desirous to receive payments through TReDS platform may avail the facility if they are already registered on

a. "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.

b. "M1xchange" TReDS platform or by registering on it.

Contact details at "M1xchange" TReDS platform are as below:

+91 9920455374 Ms. Ashwathi Jayandran email id

ashwathi.jayandran@m1xchange.com

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

MSE bidders upon successful delivery shall submit their invoices along with the mandated enclosures at MDL, Central Receipt Section. MSE vendors, desirous to receive payments through "Invoicemart" / "M1xchange" TReDS platform, shall submit their TReDS details along with the invoice at MDL, Central Receipt Section. Upon receipt and acceptance of the supplied material and receipt of invoices with the mandated enclosures, MDL shall process the invoice for payment as per vendor submitted TReDS details on "Invoicemart" / "M1xchange" TReDS platform. Any unfinanced invoices / invoices of MSE bidders seeking payment from MDL directly shall be processed as per the Standard payment terms agreed in PO / contract.

12. Compliance of Public order on Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017

GoI vide Order (Public Procurement No.1, 2 & 3) dtd 23 Jul 2020 & 24 Jul 2020 has imposed Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017 on bidders from a country which shares a land border with India. Accordingly, following shall be complied by the Bidders while submitting bids.

A) Any bidder from a country, which shares land border with India, will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. The Competent Authority for the purpose of registration under this Order shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT). **The Bidder shall submit declaration / certificate as per Enclosure-2 towards compliance of Public Order on Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017.** However, Order will not apply to bidders from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects. Lists of countries to which lines of credit has been extended or in which development projects are

undertaken are given in the website of the Ministry of External Affairs

- B) "Bidder" for the purpose of this Order (Public Procurement No.1, 2 & 3) (including the term 'tenderer', 'consultant' 'vendor' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.
- C) "Bidder from a country which shares a land border with India" for the purpose of this Order (Public Procurement No.1, 2 & 3) means
- a) An entity incorporated, established or registered in such a country; or
 - b) A subsidiary of an entity incorporated, established or registered in such a country; or
 - c) An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d) An entity whose beneficial owner is situated in such a country; or
 - e) An Indian (or other) agent of such an entity; or
 - f) A natural person who is a citizen of such a country; or
 - g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

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

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

Explanation-

- a) "Controlling ownership interest" means ownership of, or entitlement to, more than twenty-five per cent of shares or capital or profits of the company;
 - b) "Control" shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholder's agreements or voting agreements;
- (ii) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
- (iii) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
- (iv) Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
- (v) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

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

dealings with third persons.

E) E-Invoice as per Rule 48(4) of GST Act:

Vendors shall submit E-invoice if they fall under the category of registered persons notified under Rule 48(4) of GST Act. Vendors who do not submit E-invoice shall submit declaration that "We do not fall under the category of registered persons notified under Rule 48(4) of the central GST Rule 2017 and we are not required to comply with e-invoicing provisions under GST Act, as our aggregate turnover in any preceding financial year from 2017-18 onwards has not exceeded Rs.50 Crs as per GST Act".

13. Guarantee / Warranty:

- i. The shelf life of the supplied laddoos shall be minimum three days from date of delivery.
- ii. Goods supplied shall be guaranteed for a period of 3 days for any manufacturing defects including taste / damages from date of receipt and acceptance of items in MDL. During guarantee period, the contractor will have to rectify any defects noticed in the work either by way of bad material or workmanship during guarantee Period at no extra cost to MDL.
- iii. The supplier cannot absolve their responsibility for warranty of material even though it is inspected & approved by inspection authorities.
- iv. If the defects are not remedied within a reasonable / stipulated time, MDL may proceed to rectify the defects at the supplier's risk & cost, but without prejudice to MDL rights under the contract.
- v. During guarantee period, the supplier should have to arrange dispatch of new material and on arrival of new material, defective material should be collected from MDL without any financial implication.

14. Performance Bank Guarantee: Not applicable

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

- i. 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 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.
- ii. The GST (inclusive of cess if any) will be applicable on total basic rate of each item. The GST registration number (15 digit GSTIN) issued by GOI shall be mandatorily provided by the bidder along with tender document. Bidders having multiple business verticals within state / at multiple states with separate GST registration numbers shall forward GSTIN of these verticals involved in supply & / or services of the tendered item. MDL GST ID is 27AAACM8029J1ZA and bidders shall mention the same while invoicing and avoid any data entry error on GST portal.
- iii. Bidders shall mention the HSN & SAC codes for the quoted items & / or services in their techno-commercial bid, invoice & tax document. These codes must be in accordance with GST Act 2017 and responsibility of specifying correct HSN / SAC code in technical offer is that

of bidder. MDL shall not be responsible for any error in HSN/SAC code specified by supplier / contractor however if any penalty is levied on MDL or any loss of ITC to MDL occurs or any delay in availing ITC by MDL occurs due to such error, supplier / contractor shall reimburse such loss within 15 days after intimation by MDL or the amount shall be recovered from the SD or any outstanding payments to the party.

- iv. Bidders shall ensure timely submission (3 days of dispatch/completion of service) of invoice as per the provisions / requirement / timeline promulgated by the GOI towards GST Act with all required supporting documents to enable MDL to avail input tax credit promptly.
- v. Bidders should note that successful firm shall file the GSTR1 and all other relevant returns in the stipulated time & any losses of tax credit to MDL arise due to delay in filing will be recovered from the firms' 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.
- vi. 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 Act 2017 due to non / delayed receipt of goods and / or services and / or tax invoice or expiry of timelines prescribed in GST Act 2017 for availing ITC, non-payment of taxes or non-filing of returns or any other reason not attributable to MDL, the GST amount shall be recoverable from supplier / contractor along with interest @ SBI PLR+2% on the tax credit so available for the number of days the ITC was delayed. This amount shall be recovered from the SD or any outstanding payments. 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 as a result of default.
- vii. Due to implementation of GST, Supplier /contractors shall agree unconditionally to mandatorily pass on the any / all benefits arising in terms of reduction in item / services prices to MDL under anti-profiteering provisions of GST Act 2017.
- viii. Suppliers /contractor seeking advances against contract / orders should issue receipt vouchers (invoice) immediately on receipt of advance payments and subsequently deliver items along tax invoice after adjusting advance payments as per GST Act 2017 & terms & condition of contract/ order.
- ix. If the GST rating of supplier /contractor on GST portal / Govt website is found to be negative / blacklisted, then MDL reserves the right to reject the offer of such bidders. Similarly, on post placement of the contract / order, MDL shall not be obligated or liable to pay or reimburse GST to such supplier /contractor and shall also be entitled to deduct / recover such GST along with penalties / interest, if any, incurred by MDL.
- x. Bidders shall be responsible for financial and non- financial consequences in case of non-compliance of GST provisions / requirement / timelines on their part. MDL shall pay the applicable GST taxes to the successful bidders at actual & supplier/contractor shall pass on the reduction in prices to MDL on account of change in the tax structure.
- xi. Bidders not having GST registration due to turnover threshold as per GOI guidelines for

North eastern & special category states shall clearly mention / indicate the same in the technical offer towards Nil Tax Liability. Further these bidders shall notify MDL within 15 days of becoming liable to GST & forward the necessary details. MDL will load prices of this vendor by maximum % of GST rate received among all bidders to other bidder quoted as MDL has to pay GST under reverse charge mechanism to Govt.

- xii. Bidders who are registered under composition scheme of GST Act due to turnover threshold below as per GOI guidelines for North eastern & special category states shall clearly mention / indicate the same in the technical offer indicating their GST registration number should comply with the GST law 2017.
- xiii. If the vender changes his registration status from composition dealer to normal registered dealer under GST law, the vender has to inform MDL immediately.

Note: Any change in tax component/structure due to government regulation during the execution of contract within contractual delivery period the same will be applicable at actual ruling at the time of supply/service/execution (This will however not be applicable in case of extended delivery/completion schedule) of contract after Government Notification.

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

17. **Criteria for normalizing the Price Bid for ranking:** Techno-Commercial deviations if acceptable to MDL, will be loaded as per loading criteria illustrated below for ranking purpose.

Loading Criteria: Deviations sought by the bidder in respect of techno-commercial terms shall be loaded on the bidder/s quoted prices during price evaluation by MDL. An illustration of the loading criteria that will be adopted is at Illustrative Enclosure 1. The Loading Criteria that will be adopted as detailed below whatever MDL accepts deviation while evaluation of bid:

- (i) Payment Terms -It is desirable that the bidder accepts the Payment Terms indicated. Varied payment terms quoted by bidders as compared to the terms stated in the Tender document shall be normalized by adopting the Prime Lending Rate of State Bank of India plus 2% thereon on the amount(s) at variation and/or for the period (in no. of days) at variation
- (ii) GST shall be excluded for ranking of bids to determine L-1 vendor. Whereas cost (Basic Price + Transport + Insurance) to MDL Stores, Mumbai shall be considered for bidders for evaluation purpose.

- (iii) Delivery of the goods at MDL premises should be responsibility of the supplier. However, for unavoidable reasons, if bids are exclusive of transport and / or insurance, the same will be loaded at the cost to be incurred by MDL.
- (iv) For the additional delivery period sought by the bidder over the stipulated date of delivery as per Tender, 0.50% per completed week will be loaded to the quoted price.
- (v) Deviations sought in respect of rate per week and / or maximum ceiling in respect of liquidated damages shall be loaded to the quoted price. For example, the maximum ceiling towards liquidated damages stipulated in the Tender is 5% and the bidder seeks to limit it to, say 3.50% then the price quoted will be loaded by 1.5%. If the rate of LD per week is 0.50% per week or part thereof as per tender and the bidder seeks it as, say, 0.40% per week or part thereof, the maximum ceiling on LD as per tender will first be quoted to weeks (10 weeks in this case) and the rate proposed by the bidder i.e. 0.40% will be multiplied by the so equated maximum period (which works out to 4%) and the quoted price will be loaded accordingly by 1%. Delivery being the essence of the contract, it is desirable if the bidder(s) adhere to the stipulated clause.

- 18. Ranking of Bids & Determination of L-1 Bidder:** Ranking of price bids shall be done on item wise lowest basis with “prices exclusive of GST” i.e. Techno-commercially qualified item wise lowest bidder (GST shall be excluded for ranking of bids to determine L-1 vendor) will be considered for ordering purpose. In the case of composition dealer, since composition dealer is not allowed to charge GST, in such case, evaluation of bid will be on the price quoted by bidder.

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

- 19. Inspection:** Items to be delivered through GRS and Receipt inspection by user department SB-HR & ER of MDL. Any objection raised by User Department against quality of materials shall be satisfactorily corrected by the Supplier, at his expense, including replacement as may be required within 03 working days. The above is applicable even after acceptance of materials and during guarantee period.

Rejected materials, if any, shall have to be promptly lifted by the supplier at his own expenses with his labour / transport as the case may be. Failure for lifting the rejected material within one week's time, from the date of intimation of the rejection, will be liable for disposal of the rejected material without notice and also for recovery of ground rent for storage of such material.

The following documents are to be mandatorily submitted for inspection & ascertaining the acceptance of the supplied material:

- i. Guarantee/Warranty Certificate on Supplier Letter Head
- ii. IDLR certificate for tender item 1 to 4
- iii. Delivery Challan with MDL CISF PASS Stamp

- iv. Order copy and Amendment copy if applicable (Photo Copy)
- v. Packing List (Original) if applicable

20. Consignee: The Successful bidder/s shall arrange dispatch of goods by appropriate Rail / Road mode as per the order to "GOOD RECEIVING SECTION / MDL User Department at Mazagon Dock Shipbuilders Limited, Dockyard Road, Mumbai-400010, on working days (Monday to Friday) between 8.00 hrs to 15.00 hrs (Lunch Time 11.30 to 12.00 hrs). In case truck / tempo reach our yard beyond above time, the same may be retained over night at your risk & cost.

Being door delivery orders, the supplier shall categorically direct the transporter to deliver the ordered items without insisting for consignee copy of the Lorry Receipt.

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

- i. Guarantee/Warranty Certificate on Supplier Letter Head
- ii. IDLR certificate for tender item 1 to 4
- iii. Delivery Challan (3 Original Copies)
- iv. Order copy and Amendment copy if applicable (Photo Copy)
- v. Packing List (Original) if applicable

Note: The successful bidder shall generate the E-way bill as mandated by GST requirement towards delivery of items at MDL and for taking away the rejected items from MDL.

The successful bidder shall provide duly filled" Enclosure 7" format for the declaration for TDS at the time of delivery of material.

21. OPTION CLAUSE:

MDL retains the right to place orders for additional quantities up to a maximum of 50% of the originally contracted quantity at the same terms and conditions of the contract. Such an option shall be available during the original period of contract and extended period of the contract.

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

22. Modifications to the Bids: Bidders desirous of submitting modified bids prior to the closing date & time may do so by submitting revised bid online not later than the deadline for submission of bids. Please note that modified bids shall be submitted through E-Procurement system only

23. Public Grievance Cell: A Public Grievance Cell headed by Shri R R Kumar, GM(Tech) 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 3rd floor, Mazagon dock House or send their complaints / grievances to him in writing for redressal. His Tel. No. is 23763512

24. Liquidated Damages:

- (i) Time is an essence of the contract therefore the job, as ordered, should be completed on the dates mutually agreed upon in accordance with the delivery schedule. In cases of delay not attributable to Purchaser beyond the agreed schedule, the Successful bidder shall pay liquidated damages, a sum representing 0.5% (Half per cent) per week or part there of the progressive Order Value, subject to maximum of 5% of the final progressive Order / Contract value. LD will be applicable on the value of the undelivered portion of goods on delivery date

- mentioned in the progressive purchase order.
- (ii) Supplier will also be liable to pay Liquidated Damages as mentioned above for late delivery of Guarantee Certificate.
- 25.** MDL reserves the right to accept/reject any or all offers in part / full without assigning any reasons whatsoever. In case of any dispute, our decision in this matter shall be final and legally binding on you. MDL reserves the right to consider placement of Order / Contract in part or in full against the tendered quantity or reject any or all tenders without assigning any reason. MDL reserves the right to order lesser quantity than indicated for items in the tender.
- 26. Indemnity:** You shall hold harmless and keep MDL indemnified against all claims arising as a result of infringement of any patent rights on account of manufacture, sale or use of articles covered by the order.
- 27.** Bidder shall abide by all Standard Terms and Conditions of Supply (STACS), GT&C and Tender Terms Acceptance formats as per Enclosures contained therein should be properly filled, signed and should be uploaded along with techno-commercial bid. Deviation if any shall be clearly indicated. The bidder shall also abide statutory requirements, Official Secret Act 1923 clause.
- 28.** All the terms & conditions of TEF (Tender Enquiry Form), General Terms & Conditions (GT & C), MDL Standard Terms & Conditions (STACS) shall be applicable to this tender. Bidder shall abide by all TEF, STACS, GT&C acceptance and these formats should be properly filled, signed and should be uploaded along with techno-commercial (Part-I) bid. Deviation if any shall be clearly indicated, failing which it will be construed that the same are acceptable to you in totality.
- 29.** Bidders will not be entitled to any increase in rate of taxes occurring during the period of extended delivery completion schedule if there is delay in supplies / completion attributed to him. However, if there is a decrease in taxes, the same must be passed on to MDL. In case bidders are unable to submit their offer against this tender, we would appreciate a regret letter citing reasons for not quoting.
- 30.** In case of any clarifications, bidders are requested to contact the undersigned, before the closing date of the tender Tel. No. 2376 3320. We look forward to your participation in on-line bidding by offering your most competitive and reasonable bid against this tender.

Limited

Yours faithfully,
For **Mazagon Dock Shipbuilders**

Ashok D. Kanojia,
DCM (C-MP)

Enclosure – 2 – Illustration for loading criteria

Enclosure – 3 –Standard Terms & Conditions (STACS)

Enclosure – 4 – General Terms & Conditions of the Tender Enquiry

Enclosure – 5 – Format for the declaration for TDS provision

Annexure “C” – Declaration of Compliance of Order on Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017

*** Following Formats are available on MDL website <https://mazagondock.in> and same are part of tender enquiry.**

RTGS / NEFT / BG Format.

Statutory requirements, Official Secret Act 1923 & Safety clause

RATE SHEET FORMAT FOR E-TENDER

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

दर पत्रक | Rate Sheet For Supply & AMC

Item Sr. No. on Tender	Material / Service Details	Qty**	UNIT	Basic Rate Rs.	GST as Applicable in %	HSN Code	Total cost incl. of Taxes & Duties Rs.
100	SOFT BUNDI LADDU OF 70 GMS EACH	7000	Nos.				

ILLUSTRATION OF LOADING CRITERIA

A.

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

B. Financial Loadings:

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

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

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

D. Landed cost:

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

Evaluated cost for the purpose of ranking and evaluation will be as per Cost excluding taxes & duties as per Sr. No. 16

**GENERAL TERMS & CONDITIONS (GT&C) FOR ITEMS & SERVICES
(EXCLUDING CIVIL WORKS)**

- A10. BLANK
- A20. SECURITY DEPOSIT.
- A21. The successful bidder shall submit a Security Deposit @ 5 % of the contract / order value (excluding taxes, duties, freight, service component) of the Order in the form of NEFT / Demand Draft / Bank Guarantee in the prescribed format in favour of Purchaser within 25 days from date of Contract. The Security Deposit will be returned only after the successful execution of the order / contract. Refund of Security Deposit whenever considered admissible by the Purchaser, shall be without interest only.
- A30. FORFEITURE OF EMD / BID BOND.
- A31. In cases of withdrawal of bid during validity period or during any extension granted thereof, non-acceptance of agreed conditions of Technical and or Commercial and or Price Negotiations, non-submission of the security deposit and / or non-acceptance of the order the EMD or bid security will be forfeited or encashed as the case may be.
- A40. FORFEITURE OF SECURITY DEPOSIT.
- A41. Non-performance of agreed terms and or default/breach by Bidder/Supplier/Contractor will result in forfeiture of security deposit with application of risk purchase provisions as felt appropriate by the Purchaser.
- A50. FORFEITURE OF PERFORMANCE GUARANTEE
- A51. In the event of Bidder/Supplier/Contractor failure to attend the Guarantee defects within a reasonable period of time, the Performance Bank Guarantee will be encashed by the Purchaser. The Purchaser's decision shall be final and binding on Bidder/Supplier/Contractor in this regard.
- A60. SUPPLIES
- A61. The equipment / products / items / Services to be supplied shall be strictly in accordance with the Drawings / Specifications / Requirements indicated in the Tender Enquiry / Order with deviations, if any, as mutually accepted.
- A70. PROGRESS REPORTING & MONITORING
- A71. Where so stipulated in the order, the Bidder / Supplier / Contractor shall render such reports from time to time as regards the progress of the contract and in such a form as may be called for by the Purchaser.
- A80. CANCELLATION OF ORDER
- A81. The Purchaser reserves the right to cancel an order forthwith without any financial implications on either side, if on completion of 50% of the scheduled delivery/Completion period the progress of manufacture/Supply is not to the satisfaction of Purchaser and failure on the part of the Bidder/Supplier/Contractor to comply with the delivery schedule is inevitable. In such an event the Bidder/Supplier/Contractor shall repay all the advances together with interest at prevailing bank rates from the date of receipt of such advances till date of repayment. The title of any property delivered to Purchaser will be reverted to the

- Bidder/Supplier/Contractor at his cost.
- A82. In case of breach / non-compliance of any of the agreed terms & conditions of order / contract. MDL reserves the right to recover consequential damages from the Supplier / contractor on account of such premature termination of contract.
- A83. In case of delay beyond agreed period for liquidated damages or 10weeks from contractual delivery period whichever is earlier, MDL reserves the right to cancel the order and procure the order items / services from any available source at MDL's option & discretion and entirely at your risk and cost. Extra expenditure incurred by MDL in doing will be recoverable from Bidder/Supplier/Contractor.
- A90. PRESERVATION AND MAINTENANCE
- A91. Should any material require any preservation till its final installation/fitment, the detailed procedure (Long term & short term) for the same as also the time of interval after which the state of preservation needs to be reviewed is to be stated by the Bidder/Supplier/Contractor.
- A92. Further the de-preservation prior to the material/equipment being commissioned and the maintenance procedure together with its periodicity is also to be indicated by the Bidder / Supplier / Contractor.
- A93. The Bidder / Supplier / Contractor in their offer must confirm that indigenous oil; lubricants and preservatives, etc. can be used in the equipment. The bidder must also give assurance that the equipment performance will not be downgraded by use of indigenous equivalents
- A100. FREIGHT AND INSURANCE.
- A101. For Indigenous Bidders. In cases where the offers are for 'Door Delivery to Purchaser,' transit freight & Insurance charges shall be borne by the Bidder / Supplier / Contractor.
In other agreed cases of Ex-works / Ex-Transporter's warehouse or Railway go down offers, the Bidder / Supplier / Contractor on dispatch, shall give details of materials with dispatch particulars and their value in time to Purchaser's Insurance Company on the contact details as provided in the order. In such agreed cases, the freight & insurance charges will be paid by the purchaser directly to the parties concerned.
- A102. For Foreign Bidders.
For overseas supplies on CIF basis. Freight & Insurance up to port of destination (Sea/Air) shall be arranged by the Supplier/Contractor. The Bidder / Supplier / Contractor shall immediately on dispatch of the items, inform all relevant details of dispatch such as Order Number, Bill of Lading/AWB Number marked as Freight Paid, Insurance policy/document, number of packages, value of consignment, invoice number directly to Purchaser's insurance Company & Purchaser in time. In case of delivery term other than CIF/CIP, the freight & insurance charges will be paid by the purchaser directly to the parties concerned.
- A110. TAXES & DUTIES / STATUTORY LEVIES:
- A111. Taxes and duties applicable, if any, shall be regularized by MDL by issuing necessary exemption certificates in respect of procurement for Defence Projects. Bidder shall indicate separately the taxes and duties applicable in their offer. When the items qualify for exemption partly/fully but the supplier did not avail of the same, the amount of taxes and duties on such supplies shall be to supplier's account. In cases where exemption certificates are not issued for any reason, taxes shall be paid as indicated in the Purchase Order/Contract. Tax deduction at source will be effected wherever applicable (e.g. TDS under Income tax Act, TDS on Works Contract under MVAT Act etc.) from the bills of the Supplier as per statutes. Octroi duty exemption certificate issued by Customer's representative will be provided on Supplier's written intimation with relevant details regarding readiness of items for dispatch. Where payment of Octroi duty is agreed to and stipulated in the Purchase Order / Contract, the same will be reimbursed by Purchaser at actual after receipt of Supplier's bills along with

'Original Octroi paid money receipt' and copy of Form 'B'. Octroi receipts are to be drawn/issued in the name of 'Mazagon Dock Shipbuilders Limited' only. Similarly, where payment of Custom duty is agreed to and stipulated in the Purchase Order / Contract, the same will be paid by the Purchaser on receipt of supplier's bills along with Custom Certified Duty Paid Challan-Money Receipt in original or carbon copy as relevant. These Challans/ Receipts, Bill of Entry are to be drawn/ issued in the name of 'Mazagon Dock Shipbuilders Limited' only. Where payment of VAT is agreed to and stipulated in the Purchase Order / Contract, the same will be paid by the Purchaser. on the basis of Suppliers' TAX INVOICE wherein the VAT TIN Number and declaration in accordance with the provisions of Maharashtra Value Added Tax Act, 2002, is indicated in the Invoice and where payment of Central Sales Tax (CST) is agreed to, the Supplier will be paid CST on the basis of the Invoice indicating particulars of his CST Registration Number and such Invoice should also indicate the VAT TIN Number and CST Number of the Purchaser. Where Central Excise Duty is agreed to be paid by the Purchaser in the Purchase Order/Contract, the Suppliers will be paid Excise Duty claimed in the Invoice on the basis of Central Excise Invoice issued as per Rule 11 indicating the ECC/Excise Registration number to be enclosed along with Commercial Invoice/Tax Invoice. In the case of payment of Service Tax agreed to as per purchase order/contract, the same will be paid on the basis of Tax Invoice indicating the Service Tax Registration number and the category of service for which the contractor/Vendor is registered with the Service Tax Department. A copy of the Service Tax Registration certification will be submitted by the contractor/Vendor as a onetime requirement in support of the Registration number indicated in the Invoices. Based on requirement, the Vendor/contractor may be called upon to produce evidence of validity of the Service Tax Registration at any point of time during the currency of the contract.

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

Contract Value	Stamp Duty
a. Where the amount or value said forth in work contract does not exceed Rs. 10 Lakhs.	Rs. 500.00
c. Where it exceeds rupees 10 Lakhs	Rs. 500.00 +1% of the amount above ten lakhs subject to maximum of Rs. 25 lakhs.

A120. DEMURRAGE

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

A130. # INSPECTION, TESTING.

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

- A132. The decision of the Inspecting Authority or their representatives, as the case may be, on any question of the intent, meaning and the scope of Specifications / Standards shall be final, conclusive and binding on the Bidder/ Supplier / Contractor.
- A133. The Bidder / Supplier / Contractor shall accord all facilities to Purchaser's Inspectors / Nominated Agency to carry out Inspection / Testing during course of manufacture / final testing.
- A140. RECEIPT INSPECTION BY MDL.
- A141. MDL shall carry out necessary inspection of the items on receipt, on the basis of an appropriate quality assurance system and inspection system requirements along with representative of the Owner. Any objection raised by MDL Quality Control Team against quality of materials or workmanship shall be satisfactorily corrected by the Contractor at his expense including replacement as may be required within shortest possible time within 30 days. Items damaged during transit shall also be rectified/replaced by the Contractor within shortest possible time, payment for which shall be made at mutually agreed rates.
- A150. REJECTION OF MATERIALS.
- A151. Should the articles, or any portion thereof of the equipment be found defective / rejected, the Bidder / Supplier / Contractor shall collect the same from the Purchaser's Stores, all incidental charges being borne by him (inclusive of Custom duty, if payable), within 30 days from the date of intimation to the Bidder / Supplier / Contractor of such rejection. The Purchaser reserves the right to dispose off the rejected items at the end of a total period of 90 days in any manner to the best advantage to the Purchaser and recover storage charges and any consequential damages, from sale proceeds of such disposal.
- A160. TECHNOLOGICAL DEVELOPMENTS / MODIFICATIONS
- A161. The Bidder / Supplier / Contractor shall unconditionally and free of cost to the Purchaser transfer information on technological developments / innovations / modifications which the Bidder / Supplier / Contractor would evolve in future (within 3 years) in relation to the supplied equipment. To enable this, the Purchaser's address shall be added to the Bidder / Supplier / Contractor 's mailing list or database or any other document maintained for dissemination of product information and the Purchaser shall be informed of the action taken in this regard. If such improvements / modifications are brought in by the Bidder / Supplier / Contractor's Design Department in the course of manufacture of equipment ordered by the Purchaser, the Bidder / Supplier / Contractor shall incorporate such improved versions in the equipment without any extra cost to the Purchaser under Purchaser's prior consent.
- A162. If the Purchaser be desirous of getting incorporated all post supply modifications / improvements arising out of technological developments to the original equipment supplied by the Bidder / Supplier / Contractor, the Bidder / Supplier / Contractor, shall quote for and carry out all such modifications to the equipment.
- A163. Where the whole or a portion of the equipment has been specifically developed by the Bidder / Supplier / Contractor for the Owner and the latter would through the Purchaser be bearing the entire or part of the development cost incurred by the Bidder / Supplier / Contractor, the design rights for the whole or portion thereof, of the equipment as appropriate, shall vest in the Owners.
- A164. Prior approval of the Owner should be obtained before similar articles are sold / supplied to any other party other than the Owner. If such approval is given and sale is effected, the

Bidder / Supplier / Contractor shall pay to the Owner royalty at the rate mutually agreed to.

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

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

A171. The Purchaser reserves the right to accept and or reject any or all tenders and or to withdraw the tender in toto and or award the contract / order in full or part to more than one Supplier / contractor without assigning any reason whatsoever and without thereby incurring any liability to the affected Bidder or Bidders or any obligations to inform the affected Bidder or Bidders of the grounds for MDL action.

A180. BANK GUARANTEE / INSURANCE COVER FOR FREE ISSUE MATERIAL (Not Applicable)

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

A190 BIDDER'S RESPONSE IN CASE OF NO PARTICIPATION

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

A200. FACILITY PROVISION (Applicable only for Services)

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

A210. INDIGENIZATION BANK GUARANTEE (INDBG)

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

- A212. In case Price Preference is considered, the INDBG shall be for the value equivalent to the difference between quoted value of L1 & negotiated value of L2 (excluding taxes & duties).
- A220 FORFEITURE OF INDIGENIZATION BANK GUARANTEE (INDBG)
- A221. Non-performance of agreed terms and or default/breach by Bidder/Supplier/Contractor will result in forfeiture of INDBG with application of risk purchase provisions as felt appropriate by the Purchaser.
- A230 PREFERENCETIAL PURCHASE FROM MSE- MANUFACTURERS & START-UPS:
- A231. MDL has right to place order on MSE-Manufacturers meeting following criteria:
In tenders, if participating MSEs quoted prices are within price band of L1+15%, such MSEs shall also be allowed to supply a portion up to 20% of requirement by bringing down their prices to L1 price where L1 is non MSEs. If more than 1 MSEs fall under such criteria, then this 20% shall be distributed proportionally. This preference shall not be applicable where MSE firm is L1 firm. % out of 20 percent target of annual procurement from Micro and Small Enterprises, a sub-target of 20 percent (i.e. 4 percent out of 20 percent) shall be earmarked for procurement from Micro and Small Enterprises owned by the Scheduled Caste or the Scheduled Tribe Entrepreneurs. In respect of items reserved for MSE-Manufacturers, extant guidelines shall be followed. Presently Circular No. S.O. 581(E) dated 23.03.2012 is applicable. MSEs involved in trading activity are not eligible to avail benefits of PPP for MSEs.
- A232. MDL has right to place order on Start-ups meeting following criteria:
20% of the of the tendered quantity can be ordered on techno-commercially qualified Start-ups in case emerged L1 bidder is other than Start-up and Start-up firm agrees to match L1 prices. In case if Start-up firm emerges as L1, an initial order for 20% shall be released to monitor performance & subsequently upon successful execution order for balance 80% quantity shall be placed. Presently Circular No. 113 dated 18/02/2016/G.S.R180 (E) is applicable.

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

101. The word 'Purchaser' refers to MAZAGON DOCK SHIPBUILDERS LIMITED (MDL), a Company registered under the Indian Companies Act, 1913 and it includes its successors or assignees.
102. The word 'Bidder / Supplier / Contractor' means the person / firm / Company who undertakes to manufacture and/or supply and/or undertake work of any nature assigned by the Purchaser from time to time and includes its successors or assignees.
103. The word 'Owner' means the person or authority with whom Mazagon Dock Limited (Purchaser) has contracted to carry out work in relation to which orders are placed by the Purchaser on the Bidder / Supplier / Contractor under this contract for supply or manufacture of certain items and would include Department of Defence Production, Ministry of Defence, Government of India, the Indian Navy, the Coast Guard and any other specified authority.
120. GENERAL
121. UNLESS OTHERWISE INDICATED SPECIFICALLY BY THE BIDDER / CONTRACTOR IN HIS BID, IT SHALL BE CONSTRUED AS HIS ACCEPTANCE OF ALL THE CONDITIONS MENTIONED IN THIS STACS.
200. COMMUNICATION & LANGUAGE FOR DOCUMENTATION
201. Any letter, facsimile message, e-mail intimation or notice sent to the Bidder / Supplier / Contractor at the last known address mentioned in the offer / order shall be deemed to be valid communication for the purpose of the order/contract. Unless stated otherwise by the purchaser, Language for communication & all documentation shall be same, which the Purchaser has used, in the tender enquiry.
210. PURCHASER'S PROPERTY
211. All property (such as materials, drawings, documents etc.) issued by the Purchaser or any other individual or firm on behalf of the Purchaser in connection with the contract shall remain confidential, being the property of the Purchaser and the Bidder/Supplier/Contractor shall undertake to return all such property so issued and will be responsible for any or all loss thereof and damage thereto resulting from whatever causes and shall reimburse the Purchaser the full amount of loss and damage.
212. On completion of work in any compartment / location of the purchaser's premises, the Bidder/Supplier/Contractor must ensure that the place is left in a reasonably clean state and all scrap is transferred to nearby scrap-bins.
220. RISK PURCHASE
221. If the equipment / article / service or any portion thereof be not delivered / performed by the scheduled delivery date / period, any stoppage or discontinuation of ordered supply / awarded contract without written consent by Purchaser or not meeting the required quality standards the Purchaser shall be at liberty, without prejudice to the right of the Purchaser to recover Liquidated Damages / penalty as provided for in these conditions or to any other remedy for breach of contract, to terminate the contract either wholly or to the extent of such default. Amounts advanced or part thereof corresponding to the undelivered supply

shall be recoverable from the Contractor / Bidder at the prevailing bank rate of interest.

222. The Purchaser shall also be at liberty to purchase, manufacture or supply from stock as it deems fit, other articles of the same or similar description to make good such default and/or in the event of the contract being terminated, the balance of the articles of the remaining to be delivered there under. Any excess over the purchase price cost of manufacture or value of any articles supplied from the stock, as the case may be, over the contract price shall be recoverable from the Bidder / Supplier / Contractor.
230. RECOVERY-ADJUSTMENT PROVISIONS
231. Payment made under one order shall not be assigned or adjusted to any other order except to the extent agreed upon in writing by the Purchaser. During the currency of the contract, if any sum of money is payable by the Bidder / Supplier / Contractor the same shall be deducted from any sum then due or thereafter may become due to the Bidder / Supplier / Contractor under the contract or any other contract with the Purchaser.
240. ADDITIONAL BANK GUARANTEE
241. In case after opening of price bid of technically cleared firms, it is noted that L-1 firm has quoted very low rates and indicates to withdraw from the tender then EMD shall be forfeited and firm may be given tender holiday including intimation to other PSUs. If the rates quoted are less than MDL estimates by 40% or so and if the difference in rate between L1 and L2 is 30% or more then the firm will have to give additional BG of 20% of the PO value as additional security. Bank charges for this additional BG shall be borne by MDL and reimbursed against proof of payment.
250. INDEMNIFICATION
251. The Bidder / Supplier / Contractor, his employees, licencees, agents or Sub-Supplier / Subcontractor, while on site of the Purchaser for the purpose of this contract, indemnifies the Purchaser against direct damage and/or injury to the property and/or the person of the Purchaser or that of Purchaser's employees, agents, Sub-Contractors / Suppliers occurring and to the extent caused by the negligence of the Bidder / Supplier / Contractor, his employees, licensees, agents or Sub-contractor by making good such damages to the property, or compensating personal injury and the total liability for such damages or injury shall be as mutually discussed and agreed to.
260. TRANSFER OF SUPPLIERS / CONTRACTOR'S RIGHTS
261. The Bidder / Supplier / Contractor shall not either wholly or partly sell, transfer, assign or otherwise dispose of the rights, liabilities and obligations under the contract between him and the Purchaser without prior consent of the Purchaser in writing.
270. SUBCONTRACT & RIGHT OF PURCHASER
271. The Bidder / Supplier / Contractor under no circumstances undertake or subcontract any work / contract from or to any other Sub-contractor without prior written approval of the Competent Authority of Purchaser. In the event it is found that such practice has been indulged in, the contract is liable to be terminated without notice and the Bidder / Supplier / Contractor is debarred all from future tender enquiries / work orders. However, in no circumstances a contractor is permitted to subcontract any part of the contract to the bidders who had quoted for the concerned tender.
280. PATENT RIGHTS
281. The Bidder / Supplier / Contractor shall hold harmless and keep the Purchaser indemnified

against all claims arising as a result of infringement of any patent / copy rights on account of manufacture, sale or use of articles covered by the order.

290. AGENTS/AGENCY COMMISSION

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

The Seller agrees that if it is established at any time to the satisfaction of the Buyer that the present declaration is in any way incorrect or if at a later stage it is discovered by the Buyer that the Seller has engaged any such individual/firm, and paid or intended to pay any amount, gift, reward , fees, commission or consideration to such person, party, firm or institution , whether before or after the signing of this Contract / Purchase order, the Seller will be liable to refund that amount to the Buyer.

The seller will also be debarred from participation in any RFQ/Tender for new projects/program with Buyer for a minimum period of five years.

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

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

300. USE OF UNDUE INFLUENCE / CORRUPT PRACTICES:

301. The Bidder / Supplier / Contractor undertakes that he has not given, offered or promised to give, directly or indirectly any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the Purchaser or otherwise in procuring the contract or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the Contract with the Purchaser for showing or forbearing to show favor or disfavor to any person in relation to the Contract or any other Contract with the Purchaser. Any breach of the aforesaid undertaking by the Bidder / Supplier / Contractor or any one employed by him or acting on his behalf (whether with or without the knowledge of the Bidder / Supplier / Contractor) or the commission of any offence by the Bidder / Supplier / Contractor or any one employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1980 or the Prevention of Corruption Act, 1947 or any other Act enacted for the prevention of corruption shall entitle the Purchaser to cancel the contract and all or any other contracts with the Bidder / Contractor / Supplier and recover from the Bidder / Supplier / Contractor the amount of any loss arising from such cancellation. Decision of the Purchaser or his nominee to the effect that a breach of the undertaking has been committed shall be final and binding on the Bidder / Supplier / Contractor.

302. The Bidder / Supplier / Contractor shall not offer or agree to give any person in the employment of Purchaser any gift or consideration of any kind as "Inducement" or "reward" for doing or forbearing to do or for having done or forborne to do any act in relation to the

obtaining or execution of the contract/s. Any breach of the aforesaid condition by the Bidder / Supplier / Contractor or any one employed by them or acting on their behalf (whether with or without the knowledge of the Bidder / Supplier / Contractor) or the commission of any offence by the Bidder / Supplier / Contractor or by any one employed by them or acting on their behalf which shall be punishable under the Indian Penal Code 1980 and/or the Prevention of Corruption by Public Servants, shall entitle Purchaser to cancel the contract/s and all or any other contracts and then to recover from the Bidder / Supplier / Contractor the amounts of any loss arising from such contracts' cancellation, including but not limited to imposition of penal damages, forfeiture of Security Deposit, encashment of the Bank Guarantee and refund of the amounts paid by the Purchaser.

303. In case, it is found to the satisfaction of the Purchaser that the Bidder / Supplier / Contractor has engaged an Agent or paid commission or influenced any person to obtain the contract as described in clauses relating to Agents / Agency Commission and use of undue Influence, the Bidder / Supplier / Contractor, on a specific request of the Purchaser shall provide necessary information / inspection of the relevant financial document / information.
310. IMMUNITY OF GOVERNMENT OF INDIA CLAUSE
311. It is expressly understood and agreed by and between M/s. (Bidder / Supplier / Contractor) and Mazagon Dock Limited, Dockyard Road, Mumbai - 400 010 (MDL) is entering into this Agreement solely on its own behalf and not on the behalf of any person or entity. In particular, it is expressly understood and agreed that the Government of India is not a party to this Agreement and has no liabilities, obligations or rights hereunder. It is expressly understood and agreed that MDL is an independent legal entity with power and authority to enter into contracts solely in its own behalf under the applicable of Laws of India and general principles of Contract Law. The (Bidder / Supplier / Contractor) expressly agrees, acknowledges and understands that MDL is not an agent, representative or delegate of the Government of India. It is further understood and agreed that the Government of India is not and shall not be liable for any acts, omissions and commissions, breaches or other wrongs arising out of the contract. Accordingly, (Bidder / Supplier / Contractor) hereby expressly waives, releases and foregoes any and all actions or claims, including cross claims, impleader claims or counter claims against the Government of India arising out of this contract and covenants not to sue Government of India in any manner, claim, cause of action or thing whatsoever arising of or under this Agreement.
320. EXPORT LICENCE
321. The export licenses that may be required for delivery of the various items/equipment to MDL shall be arranged by the Bidder / Supplier / Contractor from the concerned authorities in their country without any time & cost implications on the Purchaser.
330. BANNED OR DE-LISTED CONTRACTORS / SUPPLIERS
331. The Bidder / Supplier / Contractor declares that they being Proprietors / Directors / Partners have not been any time individually or collectively blacklisted or banned or delisted by any Government or quasi Government agencies or PSUs. If a bidder's entities as stated above have been blacklisted or banned or de-listed by any Government or quasi Government agencies or PSUs, this fact must be clearly stated and it may not necessarily be a cause for disqualifying him.
340. DUTY OF PERSONNEL OF SUPPLIER/SUPPLIER
341. MDL being a Defence Public Sector Undertaking, Bidder / Supplier / Contractor undertakes that their personnel deployed in connection with the entrusted work will not indulge in any

activities other than the duties assigned to them.

350. DISPUTE RESOLUTION MECHANISM AND ARBITRATION

351. DISPUTE RESOLUTION MECHANISM (DRM)

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

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

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

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

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

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

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

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

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

360. JURISDICTION OF COURTS

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

370. INDIGENIZATION (ONLY FOR P15B & P17A PROJECTS) (Not Applicable)

371. Bidders while participating shall provide details on list of items being imported proposed Indigenization content, Model & Plan towards indigenization in their techno-commercial offer. The proposed indigenization plan shall be formulated in such a manner that there is a

progressive increase towards indigenization as well as items indigenized across the shipsets as follow:

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

372. REJECTION OF OFFER:

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

373. PREFERENTIAL TREATMENT:

PURCHASE PREFERENCE:

i. Tenders where all bids are from Indian supplier:

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

ii. Tenders where all bids are from foreign supplier:

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

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

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

PRICE PREFERENCE:

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

374. INDIGENIZATION BANK GUARANTEE (INDBG):

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

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

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

DECLARATION BY AUTHORISED SIGNATORY OF THE FIRM

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

- 1) The facts contained herein are within my own personal knowledge.
- 2) I have read the Order (Public Procurement No.1, 2 & 3) dtd 23 Jul 2020 & 24 Jul 2020 on the subject of Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017 regarding restrictions on procurement from a bidder of a country which shares a land border with India and comply to all the provisions of the Order
- 3) I certify that M/s (*name of bidder entity*) **is not from such a country or, is from such a country (strike out whichever is not applicable)**, has been registered with the Competent Authority. I hereby certify that this SUPPLIER fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority is attached]
- 4) I understand that the submission of incorrect data and / or if certificate / declaration given by M/s (*name of bidder entity*) is found to be false, this would be a ground for immediate termination and further legal action in accordance with law as per Clause 12 of the Public Order on Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017

AUTHORISED SIGNATURE: _____

DATE: _____

Seal / Stamp of Bidder

Enclosure 5**COMPANY NAME on letter Head**

Date:-

TO WHOMSOEVER IT MAY CONCERN

Subject: Declaration in relation to New Provision under Section 194Q, 206AB & 206CC of the Income tax act 1961.

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

S.No.	Particulars	Reference No. / Acknowledgement No. & date
1	ITR filed for AY 2019-20 (FY 2018-19)	(Data to be filled by company)
2	ITR filed for AY 2020-21 (FY 2019-20)	(Data to be filled by company)

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

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

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

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

Signature & Stamp of Authorised representative of Company