



निविदा पूछताछ
TENDER ENQUIRY

[वेब निविदा]
[WEB 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	1200002993	विभाग/Department	EY COMMERCIAL
क्रय अधिकारी/Purchase Exec.	YOGESH B PATIL	क्रय अधिकारी/Purchase Exec.	YOGESH B PATIL
सेवा में/To		दूरभाष सं./Telephone No	23762613
		फैक्स सं./Fax No	23741386
		ई-मेल/E-Mail	ybpatil@mazdock.com
दूरभाष सं./Telephone		निविदा सं./Tender No	1200002993
फैक्स सं./Fax		निविदा तिथि/ Tender Date	24.06.2022
ई-मेल/E-Mail		निविदा बंद की तिथि/Tender Closing Date	15.07.2022
		निविदा बंद होने का समय/Tender Closing Time	12:00:00
		आरएफक्यू सं./RFQ No	2050002825

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		15.07.2022,15:00:00
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:- RATE CONTRACT FOR COMPREHENSIVE ANNUAL MAINTENANCE OF HEAVY DUTY PRINTER CUM XEROX M/C. CONTRACT AT EKLAVYA TRAINING CENTER AND ITT OFFICE AT MWC BUILDING AT ND (MBI)

माझगाँव डॉक शिपबिल्डर्स लिमिटेड (एमडीएल) प्रतिष्ठित आपूर्तिकर्ताओं से निम्न हेतु, प्रतियोगितात्मक एकल बोली प्रणाली में बोली आमंत्रित करती है।

Mazagon Dock Shipbuilders Limited (MDL) invites Competitive - Bid from reputed suppliers for the following in **SINGLE BID** system.

क्र सं. SL.No.	सामग्री / सेवा विवरण Material / Service Details	मात्रा / इकाई Quantity / unit	आपूर्ति तिथि Delivery Date
00010	Maitanance of Elect App at Eklavya & ITT The Line item 00010 covers the following services	1 Activity unit	30.06.2023
000000001	सेवा सं./Service Number :-	2 Number	

क्र सं. SL.No.	सामग्री / सेवा विवरण Material / Service Details	मात्रा / इकाई Quantity / unit	आपूर्ति तिथि Delivery Date
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0	संक्षिप्त वर्णन/Short Description :- Heavy Duty Printer cum xerox m/c सेवा विवरण/Service Details :- Heavy Duty Printer cum xerox machine (1 nos, 2 no.of services per year)		
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नियम और शर्तें : भाग ए में लिखी हुई और इतर संलग्नपत्रे इस निविदा एक अभिन्न अंग हैं। हमें आशा है 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

Mazagon Dock Shipbuilders Limited
(Submarine Division)

TENDER NO: EY/CD/YBP/P75/1200002993

TENDER DATE: - **22.06.2022**
TENDER CLOSING DATE:- **07.07.2022**
CLOSING TIME: - **12.00 HRS**

OPEN TENDER

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

MAZAGON DOCK SHIPBUILDERS LTD (Purchaser / Buyer) INVITES COMPETITIVE BID through E-Tender in **SINGLE BID SYSTEM** for the following services through open tender basis. This is an **Open Tender**.

Issue of E - Tender Enquiry Document: This e-tender enquiry can be downloaded from our E-procurement website <https://eprocuremdl.nic.in> To login and quote against this e-tender on E-procurement portal, bidders should have Digital Signature Certificate (DSC). The helpline number is 0120-4200462,0120-4001002, Mobile number 8826246593, you can also mail to eproc-support@gov.in.

Tender opening: Tender opening: Tender will be opened immediately after the tender closing date and time through E-procurement portal. Bidders can view details of quotation received against tender after tender opening on e-procurement website.

Contact person: Mr. Yogesh Patil
Manager (Commercial-EY)

Phone: 022-23762613

Mobile No. 9890223076

E-mail : ybpatil@mazdock.com

SUBJECT: - RATE CONTRACT FOR COMPREHENSIVE ANNUAL MAINTENANCE OF HEAVY DUTY PRINTER CUM XEROX M/C. CONTRACT AT EKLAVYA TRAINING CENTER AND ITT OFFICE AT MWC BUILDING AT ND (MBI)

1.	Description: <u>Rate Contract for comprehensive annual maintenance for Heavy duty Printer cum Xerox M/c at Eklavya training center and ITT office at MWC building at ND (MBI).</u> The detailed scope of Supply and Work is attached as Enclosure-1 .
2.	Instructions to the bidder: Bidder should submit all documents strictly through E-Tender only.
3.	EMD: Not Applicable
4.	Validity Period: Bids / Offers shall have a validity period of 180 Days from the tender closing date. A bid valid for a shorter period will be liable for rejection.
5.	Pre-Qualification documents & criteria: i) Bidders Company Profile and shop & establishment registration certificate. ii) List of equipment held by them with model / year / working status along with details of their manufacturing facilities and personnel with designation, qualification and experience to determine their capabilities.; iii) Bidder's average Audited Annual financial turnover during the last 3 years should be at least Rs.1,50,000 .

	<p>iv) Bidder's experience of having successfully completed similar works during last 7 years ending last day of month previous to the one in which tenders are invited should be either of the following:</p> <ul style="list-style-type: none"> a) Three similar completed works of not less than Rs.2,00,000 (Amount equal to 40% of the tender value to be specified). OR b) Two similar completed works of not less than Rs. 2,50,000 (Amount equal to 50% of the tender value to be specified). OR c) One similar completed works of not less than Rs.4,00,000 (Amount equal to 80% of the tender value to be specified). <p>Note:</p> <p>1) Sr i) and ii) above not required for permanent registered vendors.</p> <p>2) If any cash transaction included in turnover (statement of profit & loss) the same will not be considered for turnover value.</p> <p>3) MSEs & Start-ups are exempted from submission of prior turnover details and prior experience / PO copies. This exemption will be granted only for the services identified & displayed on MDL website under start-up icon which can be rendered / outsourced from MSEs & start-ups without compromising on quality & technical specifications.</p>
6.	<p>Submission of offer in Single Bid System through E-Tender: - Offer must be forwarded through E-Tender and scanned copies of the below mentioned documents to be attached:</p>
	<p>Soft Copies/Scanned Copies of below mentioned documents/details are to be through E-Tender:</p> <ul style="list-style-type: none"> a) Bidder's Statement on their Company Letterhead indicating Tender No, Tender Date, confirming compliance and acceptance on the Scope of Supplies and other Terms and Conditions as included in this tender enquiry, duly signed, stamped and dated by bidder's authorized person(s). b) Bidder to submit acceptance on clauses of Tender Enquiry Form (TEF), General Terms & Conditions (GT&Cs) and Standards Terms and Conditions (STACs) as 'ACC or DEV' as applicable for each of the clause at tender (Enclosure-03, 04,04a, 05 & 05a respectively). c) Price schedule INDICATING the QUOTED/NOT QUOTED against the listed item in the prescribed format of tender. (Enclosure-02). d) Deviation Sheet in the prescribed format (Enclosure-06) in case of any deviations from Terms, Conditions & Technical requirements specified in the STACS, Tender Enquiry & GT&C. e) Check List duly filled as per Enclosure-07. f) Declaration Certificate of Local Content as per Enclosure-15A. <p>Note: - Bidder to ensure that the un-priced bid formats submitted in sub-para (c)above contains EXACTLY IDENTICAL TEXT & MATTER as that of Price Bid Formats of Part-II BUT stating 'QUOTED' OR 'NOT QUOTED' in place of price values.</p>
7.	<p>Bid Rejection Criteria</p>
A.	<p>The following conditions / deviations are non-negotiable and therefore any bid falling under these conditions / deviations shall be summarily rejected. Bidders to note that they shall not be provided any opportunity to rectify these conditions / deviations post bid opening</p> <ul style="list-style-type: none"> a) Bidders who are debarred under PPP MII order 2017, GeM, CPPP including tender holiday issued by MDL. b) Bid submitted through mode other than e-Tender.
B.	<p>Bidders are required to furnish following details / clarification / documents along with their offer. In case these are not received along with the offer than bidder has to submit such documents / clarification within the duration / date stipulated by MDL, failing which their bids shall be rejected in following cases:</p> <ul style="list-style-type: none"> a) Bidders not submitting integrity pact (IP) as per Enclosure 16. b) Bidders submitting integrity pact with deviation in MDL format (at Enclosure 16), subject to approval of deviation by MDL. c) In case of e-tenders, the original of the uploaded copy of integrity pact if not received within specified period by MDL in the tender. d) Bidder's failure to submit sufficient or complete details, in case of deficiencies noticed for evaluation of bids.

	<ul style="list-style-type: none"> e) Incomplete / misleading / ambiguous bids in the considered opinion of TNC / CNC. f) Bid with technical requirements and / or terms not acceptable to MDL / Customers / External agency nominated as applicable. g) Unreasonably longer delivery period /completion schedule quoted by the firm. h) Validity period indicated by bidder is shorter than that specified in the tender enquiry. i) Prices quoted with any mismatch in the quoted rates (words & figures). j) Bidder not agreeing to furnish Performance Bank Guarantee for equipment supplied / services rendered or not agreeing for retention of equivalent amount by MDL up to the period till completion of contractual and guarantee / warranty obligations. k) Bidder not agreeing to furnish required Security Deposit / Required Contract performance guarantee till completion of the supplies / services as per contract. l) Bidders not agreeing to furnish Performance Bank Guarantee for Equipment supplied / Services rendered or not agreeing for retention of equivalent amount by MDL up to the period till completion of contractual & Guarantee /Warranty obligations. m) Bidders not meeting the eligibility criteria given in tender regarding the Class of Supplier as per PPP MII Order 2017. n) Bidders not submitting the declaration certificate for Local Content & location of value addition as per Enclosure-15A. o) Bidders not indicating / not declaring / not specifying the local content percentage or / and location of local value addition in the declaration certificate. p) Bidders submitting incomplete declaration certificate for Local Content or declaration certificate not certified by appropriate authority as per tender Enclosure-15A. q) Bidders selecting both policies for purchase preference in the declaration certificate. r) Non submission of unique GeM Seller ID by bidder within reasonable time post opening of tender but before price bid opening. (MOF Office Memorandum OM No.F.6/9/2020-PPD dated 24 Aug 2020). s) Non submission of compliance certificate w.r.t Land Border Clause as per Enclosure-12 (Restrictions under Rule 144(xi) of the General Financial Rules Rules (GFRs), 2017)
<p>8.</p>	<p><u>Delivery/completion Period / Contract Period /Completion Schedule:</u></p> <ul style="list-style-type: none"> a) Half Yearly periodical servicing visits per year during the period of contract to be done, where printer will be thoroughly checked, serviced and adjusted. b) In case of breakdown, repair should be attended within 24 hrs. after lodging the complaint. c) In case the item needs to be sent to bidder's premises, bidder to submit FIMBG or Indemnity bond and insurance cover (Beneficiary – MDL) of value equivalent to purchase price of the equipment/item as per Enclosure-17. d) Bidder is requested to quote acceptance of the delivery period in the offer. Delayed deliveries beyond stipulated delivery period shall attract LD as per tender terms. e) Delivery/completion date mentioned in the RFQ is tentative date. Delivery/completion date mentioned in confirmatory PO will be final. <p>Note:</p> <ul style="list-style-type: none"> i) Delivery/completion date to be considered for the purpose of Liquidated Damages (if any) will be the date of delivery/completion of items in MDL. You are requested to confirm the delivery/completion schedule in the offer. In case the proposed delivery/completion schedule is unable to achieve, you shall submit minimum delivery/completion lead time from date of placement of order. ii) LD will also be applicable for late Collection of Repairable items beyond 07 Days after Joint Inspection Report.
<p>9.</p>	<p><u>Pricing:</u></p> <ul style="list-style-type: none"> a) The quoted prices shall remain firm and fixed during the currency of the order / contract unless agreed otherwise by MDL. Bidder shall quote the prices in the Rate Sheet Format (Enclosure 2) provided in tender. b) Bidder shall quote the prices for services indicated / listed in the tender enquiry for execution of the services complying with the terms and conditions indicated at the Scope of Work (Enclosure 1).

	<p>c) The Bidder has to quote the total price for repair of each item including all Spares. This price will be the sealing price for repair of each item and vendor cannot claim more than this price for any item. L1 for each item will be decided on overall price quoted by bidders including Spares.</p> <p>d) The price for each confirmatory order will depend on the Spares required for repair post joint inspection before repair.</p> <p>e) Taxes, Duties and levies shall be indicated separately, if applicable.</p>
10.	<p><u>Terms of Payment</u></p> <p>Advance payments are discouraged and therefore are to be considered as not allowed. In case any bidder is quoting Advance Payment then their offer will be summarily rejected.</p> <p>Amount due for payment after deductions towards LD if any will be released by bank transfer (SWIFT) within 15 to 20 days on acceptance of the services and submission of following documents: -</p> <ul style="list-style-type: none"> a) One original and two copies of signed Invoice. b) Work Completion Certificate clearly indicating applicable LD days, duly signed by EY-Planning Dept (Rank of CM & Above) <p>Note: Payment will be made at actuals based on proof/back up documents submitted by the firm after repairs indicating spares cost and service charges.</p>
11.	<p><u>Security Deposit:</u> Not applicable.</p>
12.	<p><u>Taxes & Duties</u></p> <p>i) Bidder must indicate the GST applicable for the work/supply. Supplier 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.</p> <p>In absence of any such stipulation in the bid, it will be considered that the prices quoted by the bidder are inclusive of Taxes & Duties and no separate liability for payment of Taxes & Duties will devolve upon MDL.</p> <p>ii) GST as per GST Laws shall be payable extra as quoted and agreed.</p> <p>iii) In case of purchases of goods/services from unregistered dealers under GST Laws, GST will be paid by MDL under reverse charge mechanism.</p> <p>iv) 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.</p> <p>v) 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.</p> <p>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 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</p>

	<p>vii) 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.</p> <p>viii) 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).</p> <p>ix) 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 filling 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.</p> <p>x) 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).</p>
<p>13.</p>	<p><u>Deviations:</u></p> <p>It will be our endeavour to receive bidder's complete offer with acceptance of all the Terms of this tender enquiry without deviations on or before the tender due date & time. Bidder shall abide by all the clauses of Tender Enquiry Form (T.E.F), Standard Terms And Conditions (STACs) and GT&C Acceptance formats as per Enclosures 3, 4 & 5 respectively contained therein should be properly filled, signed by the bidder & submitted along with the offer. The bidder also hereby confirms acceptance compliance to the Scope of Supply (Enclosure-01) and other Enclosures attached herewith.</p> <p>The bidder shall also abide statutory requirements, Official Secret Act 1923. The bidder hereby further confirms that only those deviations which could not be avoided at the time of submission of the offer, have been recorded on a Prescribed format of Deviation sheet (Enclosure-06) indicating all relevant details such as Number & description of the Clause, Reasons for Deviation and suggested alternative(s) and submitted in the offer and only these deviations thus recorded and submitted need to be considered by MDL for evaluation of the bid.</p> <p><u><i>Bidder(s) to also note that deviations taken by them if any, but not appearing or listed in the Deviation sheet (Enclosure-06) format WILL NOT BE CONSIDERED LATER BY MDL.</i></u></p>
<p>14.</p>	<p><u>Breach of Obligation clause with respect to Bid submitted:</u></p> <p>In case of breach of any obligation mentioned under, the bidder shall be disqualified / debarred from the bidding process for a period of one year from the date of notification,</p> <ol style="list-style-type: none"> a) Bidder has withdrawn / modified / amended / impaired / derogated from the tender during the period of bid validity. b) Bidder fails or refuses to execute the contract upon notification of acceptance of bid by the purchaser during the period of bid validity.
<p>15.</p>	<p><u>Modifications to the Bids:</u> -</p> <p>Bidder desirous of submitting modified bids prior to the closing date & time may do so by submitting revised bid not later than the deadline for submission of bids.</p>

16.	<p>Public Grievance Cell: A Public Grievance Cell headed by GM (Tech), Shri. R R Kumar 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, West block Building or send their complaints / grievances to him in writing for redressal. His Telephone No. is 022 2372 3426/ 022 2376 3512.</p>
17.	<p>Liquidated Damages: In case of delay by the firm to attend the preventive maintenance as per agreed schedule/breakdown within 48 hrs of intimation a penalty of Rs.300/- per day per machine up to 30 days shall be charged and same shall be recovered from quarterly bill. NOTE: i) PLG-EY will submit delay analysis report for calculation of liquidated damage along with WCC. ii) LD will also be applicable for late Collection of Repairable items from MDL.</p>
18.	<p>Inspection: Quality and quantity of work will be checked and inspected by CM or officer of above level of User Dept. Note: - Also refer Enclosure-1 (SOW) for detailed inspection.</p>
19.	<p>Guarantee/ Warranty: Not applicable.</p>
20.	<p>Performance Bank Guarantee (PBG): Not applicable.</p>
21.	<p>Free Issue Material (FIM) Bank Guarantee / Insurance and Indemnity bond: Not applicable.</p>
22.	<p>Hindrance Register: All hindrances with date of occurrences and removal shall be noted in hindrance Register. The Hindrance Register shall be signed by the reps of both MDL as well as contractor. Hindrance register is to be strictly maintained so that it will be convenient to prepare delay analysis report.</p>
23.	<p>The bidder also hereby confirms acceptance and compliance of the Scope of Supply and all other enclosures attached herewith. The bidder hereby confirms that any deviation taken have been recorded / listed in a separate sheet(s) indicating all relevant details such as Number and description of the clause, reasons of deviation and suggested alternatives in the following format and submitted in the Bid of the offer and only these deviations thus recorded and submitted need to be considered by MDL for evaluation of the bids. BIDDER TO ALSO NOTE THAT DEVIATIONS TAKEN BY THEM IF ANY BUT NOT APPEARING OR LISTED IN THE FOLLOWING FORMAT OF THE DEVIATION SHEET AS SUBMITTED AS A PART OF THE BID BUT LISTED ELSEWHERE WILL NOT BE CONSIDERED BY MDL. Bidder shall abide by all Standard Terms and Conditions of Supply (STACS), GT&C, and Acceptance formats as per Enclosures contained therein should be properly filled, signed and returned by the bidder along with the Bid. The bidder shall also abide statutory requirements, Official Secret Act 1923 and Safety Clause. In the event we do not receive the Acceptance Formats duly filled Signed & Stamped it shall be Presume that all Tender Terms & Condition mentioned herein are Acceptable by the Bidders. The contract will be governed by STACS and General Terms and conditions while executing work. In case of discrepancy, clauses mentioned in Tender, Technical Scope and Rate sheet will override the clauses mentioned in other annexure including STACS & GT&C.</p>
24.	<p>Compliance of Public order on Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017 Gol 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 a 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-12 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 have been extended or in which development projects are undertaken are given in the website of the Ministry of External Affairs</p>

	<p>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.</p> <p>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</p> <p>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</p> <p>Note: "Beneficial owner" for the purpose of above paragraph (C) will be as under:</p> <p>(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-</p> <p>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;</p> <p>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;</p> <p>(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;</p> <p>(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;</p> <p>(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;</p> <p>(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.</p> <p>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.</p>
25.	MDL shall not be bound by any printed conditions or provisions in the sellers bid forms or acknowledgement of contract, invoices, packing list and any other documents which purport to impose any conditions at variance with the tender terms / final negotiated & accepted terms.
26.	Book Examination Clause: Not applicable.

27. PREFERENCE TO MAKE IN INDIA:

The Government of India "Make in India" programme to encourage and promote manufacturing and production of Goods and Services in India. Make in India shall be applicable for both items/goods and services. Accordingly, MDL Public Procurement Policy (Preference to Make in India) with detailed procedures is as follows:

27.1 Aspects of 'Preference to Make in India': The following terminology / definitions used in the above policy is enumerated below:

- a) **Local content:** means the amount of value added in India, be the total value of item 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.
- b) The minimum local content shall ordinary be 50%.
- c) **Increase in minimum local content:**
The local content can be increased through partnerships, cooperation with local companies, establishing production units in India or Joint Ventures (JV) with Indian suppliers, increasing the participation of local employees in services and training them.
- d) **Local Supplier:** means a supplier or service provider whose product or service offered for procurement meets the minimum local content.
Note: A Local Supplier can be an Indian or foreign bidder.
- e) **L1:** means the lowest tender or lowest bid or lowest quotation received in tender as adjudged in the evaluation process as per the tender.
Note: L1 price in tender shall be "tender evaluated ranked price".
- f) **Margin of Purchase Preference:** means the maximum extent to which the price quoted by local supplier may be above the L1 for the purpose of purchase preference. The margin of purchase preference shall ordinary be 20%.
Note: L1 price in tender shall be "tender evaluated ranked price".
- g) **Procuring entity:** Mazagon Dock Shipbuilders Limited (MDL) shall be procuring entity

27.2 Requirement of Purchase Preference: The procedure for giving purchase preference to local suppliers in the manner specified hereunder:

- a) Items / goods "divisible" in nature, the following procedure shall be followed:
 - i) Among all qualified bids, the lowest bid will be termed as L1. If L1 is from a local supplier, the contract for full quantity will be awarded to L1.
 - ii) If L1 bid is not from a local supplier, 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the local supplier, will be invited to match the L1 price for the remaining 50% quantity subject to local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such local supplier subject to matching the L1 price. In case such lowest eligible local supplier fails to match the L1 price or accepts less than the offered quantity, the next higher local supplier within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on local suppliers, then such balance quantity may also be ordered on the L1 bidder.
 - iii) If in the opinion of MDL, the tender cannot be divided in the manner as stated above i.e. 50:50, MDL shall have the right to award contract on eligible LS for the quantities as may be divisible & desired in tender."

If L1 is Local Supplier then,

- 60:40: 60% on LS & balance 40% on NLS.
- 50:50: 50% on LS & balance 50% on NLS.

If L1 is Non- Local Supplier then,

- 60:40: 60% on LS & balance 40% on NLS.
- 50:50: 50% on LS & balance 50% on NLS

Note: For any quantum of proportion other than mentioned above, it is to be ensured that, 1st preference (max. lot) is to be given to LS.

- b) Items goods which are “not divisible” in nature and in procurement of services where the bid is evaluated on price alone, the following procedure shall be followed
- i) Among all qualified bids, the lowest bid will be termed as L1. If L1 is from a local supplier, the contract will be awarded to L1.
 - ii) If L1 is not from a local supplier, the lowest bidder among the local suppliers, will be invited to match the L1 price subject to local supplier’s quoted price falling within the margin of purchase preference and contract shall be awarded to such local supplier subject to matching the L1 price.
 - iii) In case such lowest eligible local supplier fails to match the L1 price, the local supplier with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the local suppliers within the margin of purchase preference matches the L1 price, then the contract may be awarded to the L1 bidder.

27.3 Declaration of Local content: Participating bidders to indicate their status on being Local Supplier or not. Local Supplier seeking purchase preference should declare that the item and service offered meets the minimum local content & indicate its percentage in their offer which shall meet (or even offer more) required content as specified in tender. This declaration is necessary even if Custom Duty Exemption and / or ERV (if applicable) are not being sought. Following documents are to be submitted in offer:

- a) Local Component list i.e. Items and services which are being procured / produced domestically by supplier in the system / equipment / service offered against tender. This list shall include all the components, raw materials, sub services etc.
- b) Foreign / Imported Component list i.e. Items and services which are being supplied by bidder from outside India in the system / equipment / service offered against tender. This list shall include all the components, raw materials sub services etc.
- c) Bidders shall give the details of the location(s) at which the local value addition is made. Additionally, location(s) details from where foreign / imported components are being supplied be also informed.
- d) Bidders shall give the price break-up in percentage for “Local Component” and “Foreign / Imported Component”.
- e) Custom duty applicable on FE component for all Foreign items.
- f) The Local Supplier are required to provide self-certification as per **Enclosure-15**.

Note: The local supplier shall be required to provide a certificate from statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of supplier other than companies) giving the percentage of local content & applicable item wise custom duty.

Bidders to make a note that once the declaration / certification is committed at tender submission stage, the same cannot be altered at technical negotiation stage or after award of contract otherwise would be treated / considered as false declaration by bidder.

Custom duty issue: Imported / FE content shall be arrived by adding FE content and basic custom duty & Cess quoted in the rate sheet, there could be situation where bidders may quote different custom duty. Therefore, following clauses shall be incorporated.

- All bidders should upfront declare line item wise custom duty duly certified. Such declared custom duty percentage will only be considered for arriving local content.
- In the event if the rate of custom duty is found higher than the declared custom duty by bidder, then the bidder’s declaration shall be final for arriving L1 bid. Also in such case the difference in custom duty would be to bidders account. In case of foreign bidders, the same would be to bidders account and shall not be borne or reimbursed by Shipyard.
- In the event of rate of custom duty happens to be lower at the time of clearance of goods, then actual custom duty shall be payable.

- Notwithstanding above, local content shall be calculated based on the declared custom duty by the bidder in techno-commercial bid.

Note: Verification of Local Content & Custom Duty by MDL will be only on the declaration made by bidders in the tender.

27.4 MSE Bidder: In case of participation of MSE and Local Supplier against a same tender, MSE bidder will be given preference to match with L1 bidder as per Public Procurement Policy for MSEs Order 2012. MSE vendor will be evaluated with L1+15% and whereas Local Supplier will be evaluated with L1+20% (Margin of Purchase Preference ordinary) as MSE doesn't fall under Public Procurement (Preference to Make in India) Policy Order and Public Procurement (Preference to Make in India) is not applicable for MSEs.

27.5 Evaluation of Bids under Preference to Make in India: In the event of bidders not declaring the local content percentage or declared local content is less than tender requirement, following shall be the course of action:

- a) For tender Rs. 50 Lakhs or less: Since the procurement is mandated to be from Local Supplier only, bidders not declaring or declaring less local content shall be categorically rejected. This shall be applicable only for cases where Nodal Ministry has communicated that there is sufficient local capacity and local competition.
- b) For tender above Rs. 50 Lakhs: In the event of bidders not declaring or declaring less local content percentage in the offer, MDL will consider quote / bid of such bidders with local content as "0" or "NIL" i.e. the offers of such bidders will be treated as a "Non Local Supplier" where no purchase preference shall be granted to these bidders.
- c) If all the bidders participating in the tender happen to be non-local suppliers (i.e. no offer from Local suppliers or no declaration received) even after receipt of communication from MoD towards sufficient local capacity and local competition, following shall be the course of action:
 - For tender Rs. 50 Lakhs or less: tenders shall be cancelled. Subsequently, re-tendering to be done without applying the provisions of said Order.
 - For tender above Rs. 50 Lakhs: tender processing without purchase preference.
- d) On opening of the price bids, if it is identified that the is difference in price receive & declaration made and local content is now not meeting 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 for tender Up to Rs. 50 Lakhs. For tender above Rs. 50 Lakhs, such case is to be processed without any purchase preference as Non-Local Supplier.

27.6 Price negotiation & contract placement:

MDL has right to negotiate with L1 bidders on the prices further as per the existing procedure based on comparisons with MDL estimates. It is to be ensured that negotiation be done without changing / disturbing the proposition of Local to FE content for respective item as well as overall quoted prices in equipment & services. Negotiation will be with L1 (Non-Local supplier) rate & based on the negotiated rates Local Suppliers shall be approached for grant of preference.

27.7 After the contract is awarded and the supplies are completed, each supplier shall provide the supporting documentation towards realization of committed Local Content as per the contract / order terms & conditions. In addition to these documents, a "Local content certificate" also shall be submitted stating the percentage of local content in the items or services measured. The "Local content certificate" shall be submitted along with the invoice.

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

27.8 Complaints / Grievance:

	<p>For any complaints / grievances relating to implementation of this MDL Public Procurement Policy (Preference to Make in India) shall be taken up by Public Grievance Cell headed by GM(F-P&S). Accordingly, Public Grievance Cell is empowered to look into procurement related complaints which shall have full power to take decisions on complaints relating to implementation of this order. Further, 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.</p> <p>MDL can prescribe fees for complaints. Therefore, fees for filing a complaint under the order shall be Rs. 10,000/- per case. The complaints shall be filed to the Chairman, Public Grievance Cell. The fee shall be deposited in MDL's Account by NEFT.</p> <p>27.9 Debarment of bidders / suppliers: 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. 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.</p>
28.	Integrity Pact: Not applicable.
29.	Non-Disclosure Agreement: Not applicable.
30.	Loading Criteria: Not applicable.
31.	MDL reserves the right to consider placement of Order / Contract in part, partial or in full against the tendered quantity or reject any or all tenders without assigning any reason.
	<p>Issue of Tender Enquiry Document: - The Tender Enquiry can be downloaded from our website www.mazdock.com</p> <p>In case of any clarifications, bidder is requested to contact the undersigned, before the closing date of the tender. We look forward to receive your most competitive and reasonable offer against this tender.</p>
	<p style="text-align: center;">Yours faithfully, For MAZAGON DOCK SHIPBUILDERS LIMITED YOGESH PATIL, M (C-EY) (Purchase Executive)</p>

Enclosures

Enclosure-1: Scope of Supply / Work.

Enclosure-2: Rate Sheet Format.
Enclosure-3: Tender Enquiry Terms and Acceptance Format.
Enclosure-4: General Terms & Conditions (GT& C) with Acceptance Format.
Enclosure-4a: General Terms & Conditions (GT& C)
Enclosure-5: Standard Terms & Conditions (STACS) with Acceptance Format
Enclosure-5a: Standard Terms and Conditions (STACs)
Enclosure-6: Deviation Sheet
Enclosure-7: Check List for Bidder.
~~Enclosure-8: Pro forma for Bank Guarantee for Security Deposit~~
Enclosure-9: Bid security Declaration format
~~Enclosure-10: Performance Bank Guarantee format~~
~~Enclosure-11a: FIMBG Format~~
~~Enclosure-11b: Indemnity bond Format~~
Enclosure-12: 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
Enclosure-13: GeM Availability report
~~Enclosure-14: Draft QAP~~
~~Enclosure-15A: Declaration of Local Content~~
~~Enclosure-15B: Actual Local Content Certificate~~
~~Enclosure-16: Integrity Pact~~
~~Enclosure-17: FIMBG Value against Each Item~~
~~Enclosure-18: Format for NDA~~
Enclosure-19: List of approved Banks
~~Enclosure-20: RANKING OF BIDS / LOADING CRITERIA~~

Bidders to refer following documents of this Tender from MDL website “www.mazdock.com” under Heads – Tenders / EY Submarine and reading “Standard Annexures for EY-Tenders”.

- NEFT Format.
- General Terms & Conditions (GT&C). Encl. 4a below.
- Standard Terms & Conditions (STACS) FOR SERVICES OF ITEMS. Encl. 5a below
- Statutory Requirements, Official Secret Act 1923 & Safety clause.

TENDER ENQUIRY NO.: EY/CD/YBP/1200002993

SCOPE OF WORK (SOW) FOR AMC OF ASSETS OF EKLAVYA & I.T.T. (NDMB)

SOW for Printer

- 1) Half Yearly periodical servicing visits per year during the period of contract to be done, where printer will be thoroughly checked, serviced and adjusted.
- 2) Replacement of toner for colour /black & white should be change on intimation in this regards by the MDL/ Navy/ User Dept.
- 3) Any additional visit during the contract period, as and when required, in the event of any breakdown /malfunctioning of the equipment on intimation in this regards by the MDL User Dept. shall not be charged extra.
- 4) In case of breakdown, repair should be attended within 24 hrs. after lodging the complaint.
- 5) Place of work: Mazagon Dock Shipbuilders Ltd, Mumbai and Naval Dockyard, Mumbai.
- 6) All consumables required for servicing /repairing will be in bidder's scope.
- 7) Firm has to submit service / repair and material used while servicing report during their visit. Total completion report to be submitted once in a year.
- 8) Vendor to have obtained permanent passes to carry out the work in MDL/ NDMB premises which will be issued on submitting Police verification report.
- 9) Spare required to attend breakdown is to be arranged by firm being comprehensive maintenance contract.
- 10) Firm to maintain proper record of service, replacement of spares, breakdown reports etc.
- 11) There will be total 01 Printer in NDMB.
- 12) Hindrance Register: All hindrances with date of occurrences and removal shall be noted in the Hindrance Register. The Hindrance Register shall be signed by the representatives of both MDL as well as Contractor.
- 13) Inspection: - Quality and quantity of work will be checked and inspected by CM or officer of above level of User Dept.
- 14) Liquidated Damages or Penalty: In case of delay by the firm to attend the preventive maintenance as per agreed schedule/breakdown within 48 hrs of intimation a penalty of Rs. 300/- per day per machine up to 30 days shall be charged and same shall be recovered from quarterly bill.
- 15) Mobilization: Contractor shall mobilize the required Manpower /Equipment /Materials to start the work within 10 working days from the placement of Order.
- 16) All the terms & conditions as per the Tender, Minutes of the PNC meeting are strictly applicable to this order.

RATE SHEET FORMATTENDER ENQUIRY NO.: EY/CD/YBP/P75/1200002993

Sl. No.	Item Description	Total asset quantity	Units	No. Of services per year	Total no of services	Applicable GST%	Basic Unit Rate of Repair (Including Spares)	Total Amount (Including Spares)	Total Amount including Taxes & Duties (Including Spares)
1	2	3	4	5	6	7	8	9	10
10	Heavy duty Printer cum Xerox machine	1	No	2	2				
	Total Price in figures								
	Total Price in word								

Note: -

- 1) Bidder is requested to submit their offer; clearly mentioning all the details required and enclose all the desired documents as mentioned in the tender, to avoid clarification/delay at the later stage in processing of the tender.
- 2) Kindly indicate applicable GST rate with SAC/HSN code.

Company's Seal

(Signature, Name & Designation)

Date:

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

To
 MAZAGON DOCK SHIPBUILDERS LIMITED
 COMMERCIAL DEPARTMENT (E.Y)

TENDER ENQUIRY NO.: EY/CD/YBP/P75/1200002993

TEF CLAUSE No.	BIDDER'S REMARK	TEF CLAUSE No.	BIDDER'S REMARK	TEF CLAUSE No.	BIDDER'S REMARK
	ACC/DEV		ACC/DEV		ACC/DEV
1.		2.		3.	NA
4.		5.		6.	
7.		8.		9.	
10.		11.	NA	12.	
13.		14.		15.	
16.		17.		18.	
19.	NA	20.	NA	21.	NA
22.		23.		24.	
25.		26.	NA	27.	
28.	NA	29.	NA	30.	NA
31.					

COMPANY'S NAME & ADDRESS :

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

NOTES:

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

ACCEPTANCE FORM FOR GENERAL TERMS AND CONDITIONS (GT & C)
(Bidder requested to fill complete details as)

To
MAZAGON DOCK SHIPBUILDERS LIMITED
COMMERCIAL DEPARTMENT (E.Y)

TENDER ENQUIRY NO.: EY/CD/YBP/P75/1200002993

GT&C CLAUSE No.	BIDDER'S REMARK	GT&C CLAUSE No.	BIDDER'S REMARK	GT&C CLAUSE No.	BIDDER'S REMARK
A20 (SECURITY DEPOSIT)	Not Applicable	A30 (FORFEITURE OF EMD / BID BOND)	Not Applicable	A40 (FORFEITURE OF SECURITY DEPOSIT)	Not Applicable
A50 (FORFEITURE OF PERFORMANCE GUARANTEE)	Not Applicable	A60 (SUPPLIES)	Not Applicable	A70 (PROGRESS REPORTING & MONITORING)	
A80 (CANCELLATION OF ORDER)		A90 (PRESERVATION AND MAINTENANCE)	Not Applicable	A100 (FREIGHT AND INSURANCE)	Not Applicable
A110 (TAXES & DUTIES / STATUTORY LEVIES)	Not Applicable	A120 (DEMURRAGE)	Not Applicable	A130 (INSPECTION, TESTING)	
A140 (RECEIPT INSPECTION BY MDL)		A150 (REJECTION OF MATERIALS)		A160 (TECHNOLOGICAL DEVELOPMENTS / MODIFICATIONS)	Not Applicable
A170 (PURCHASER'S RIGHT TO ACCEPT ANY BID, PART OF BID AND TO REJECT ANY OR ALL BIDS)		A180 (BANK GUARANTEE / INSURANCE COVER FOR FREE ISSUE MATERIAL)		A190 (BIDDER'S RESPONSE IN CASE OF NO PARTICIPATION)	
A200 (FACILITY PROVISION)		A210 INDIGENIZATION BANK GUARANTEE (INDBG)	Not Applicable	A220 FORFEITURE OF INDIGENIZATION BANK GUARANTEE (INDBG)	Not Applicable
A230 (PREFERENCETIAL PURCHASE FROM MSE- MANUFACTURERS & START-UPS)					

COMPANY'S NAME & ADDRESS :

SIGNATURE:

DATE:

NAME:

DESIGNATION:

BIDDER'S COMPANY SEAL:

NOTES:

1. Bidders should carefully read the General Terms & Conditions (GT&C) of the Tender Enquiry prior to filling up this acceptance format.
2. This format should be properly filled, signed and returned by the bidder(s) along with their technical offer for considering their Bid.
3. Bidder(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. For example: A10 means – Clause nos. A11, A12, A13.

GENERAL TERMS AND CONDITIONS (GT&C)

A10. BLANK

A20. SECURITY DEPOSIT

~~A21. The successful bidder shall submit a Security Deposit @ 3% of the contract / order value (excluding taxes, duties, freight, and 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: Not Applicable~~

~~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 Bidder

In cases where the offers are for 'Door Delivery to Purchaser,' transit freight & Insurance charges shall be borne by the Bidder / Supplier / Contractor. In other agreed cases of Ex-works / Ex-Transporter's warehouse or Railway godown offers, the Bidder / Supplier / Contractor on dispatch, shall give details of materials with 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 Bidder

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: Not Applicable.

A120. DEMURRAGE: Not Applicable.

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

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: Not Applicable.

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

171. The Purchaser reserves the right to accept and or reject any or all tenders and or to withdraw the tender in to 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 Bidder or any obligations to inform the affected Bidder or Bidder of the grounds for MDL action.

A180. # BANK GUARANTEE / INSURANCE COVER FOR FREE ISSUE MATERIAL:

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

A190 BIDDER'S RESPONSE IN CASE OF NO PARTICIPATION

A191. The Sub-contractor / Supplier / 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): Not Applicable.

A220 FORFEITURE OF INDIGENIZATION BANK GUARANTEE (INDBG): Not Applicable.

A230 PREFERENCETIAL PURCHASE FROM MSE-MANUFACTURERS & START-UPS:

A 231. MDL has right to place order on MSE Manufacturers firm meeting following criteria: In tenders, if participating MSEs quoted prices are within price band of L1+15%, such MSEs shall also be allowed to supply a portion up to 20% of requirement by bringing down their prices to L1 price where L1 is non MSEs. If more than 1 MSEs fall under such criteria, then this 20% shall be distributed proportionally.

This preference shall not be applicable where MSE firm is L1 firm. % out of 20 percent target of annual procurement from Micro and Small Enterprises, a sub-target of 20 percent (i.e 4 percent out of 20 percent) shall be earmarked for procurement from Micro and Small Enterprises owned by the Scheduled Caste or the Scheduled Tribe Entrepreneurs. In respect of items reserved for MSE Manufacturers, extant guidelines shall be followed. 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.

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

To
 MAZAGON DOCK SHIPBUILDERS LIMITED
 COMMERCIAL DEPARTMENT (E.Y)

TENDER ENQUIRY NO.: EY/CD/YBP/1200002993

STACS CLAUSE No.	BIDDER'S REMARK	STACS CLAUSE No.	BIDDER'S REMARK	STACS CLAUSE No.	BIDDER'S REMARK
120		200		210	
220		230		240	Not Applicable
250		260		270	
280	Not Applicable	290		300	
310		320	Not Applicable	330	
340		350		360	
370		380		390	
400		410		420	
430		440		450	

COMPANY'S NAME & ADDRESS :

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

NOTES:

1. Bidder(s) should carefully read the Standard Terms & Conditions (STACS) included in the tender prior to filling up this acceptance format.
1. This format should be properly filled, signed and returned by the bidder(s) along with their technical offer for considering their Bid.
2. Bidder(s) should indicate "ACC" for Accepted, "DEV" for Deviation Taken for each clause number in the above table.
3. 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. STACS clause numbers shown in the above format also includes the sub-clauses under these clauses. For example, 220 means – clause nos. 220, 221, 222.

STANDARD TERMS AND CONDITIONS (STACs)

101. The word 'Purchaser' refers to MAZAGON DOCK LIMITED, (MDL), a Company registered under the Indian Companies Act, 1913 and it includes its successors or assignees.

102. The word 'Bidder/Supplier/Contractor' means the person / firm / Company who undertakes to manufacture and/or supply and/or undertake work of any nature assigned by the Purchaser from time to time and includes its successors or assignees.

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

120. GENERAL

121. UNLESS OTHERWISE INDICATED SPECIFICALLY BY THE BIDDER / CONTRACTOR IN HIS BID, IT SHALL BE CONSTRUED AS HIS ACCEPTANCE OF ALL THE CONDITIONS MENTIONED IN THIS STACS.

200. COMMUNICATION & LANGUAGE FOR DOCUMENTATION

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

210. PURCHASER'S PROPERTY.

211. All property (such as materials, drawings, documents etc) issued by the Purchaser or any other individual or firm on behalf of the Purchaser in connection with the contract shall remain confidential, being the property of the Purchaser and the Bidder/Supplier/Contractor shall undertake to return all such property so issued and will be responsible for any or all loss thereof and damage thereto resulting from whatever causes and shall reimburse the Purchaser the full amount of loss and damage.

212. On completion of work in any compartment / location of the purchaser's premises, the Bidder/Supplier/Contractor must ensure that the place is left in a reasonably clean state and all scrap is transferred to nearby scrap-bins.

220. RISK PURCHASE

221. If the equipment / article / service or any portion thereof be not delivered / performed by the scheduled delivery date / period, any stoppage or discontinuation of ordered supply / awarded contract without written consent by Purchaser or not meeting the required quality standards the Purchaser shall be at liberty, without prejudice to the right of the Purchaser to recover Liquidated Damages / penalty as provided for in these conditions or to any other remedy for breach of contract, to terminate the contract either wholly or to the extent of such default. Amounts advanced or part thereof corresponding to the undelivered supply shall be recoverable from the Contractor / Bidder at the prevailing bank rate of interest.

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

230. RECOVERY-ADJUSTMENT PROVISIONS:

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

240. ADDITIONAL BANK GUARANTEE: Not Applicable.

250. INDEMNIFICATION:

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

260. TRANSFER OF SUPPLIERS / CONTRACTOR'S RIGHTS:

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

270. SUBCONTRACT & RIGHT OF PURCHASER

271. The Bidder / Supplier / Contractor under no circumstances undertake or subcontract any work /contract from or to any other Sub-contractor without prior written approval of the Competent Authority of Purchaser. In the event it is found that such practice has been indulged in, the contract is liable to be terminated without notice and the Bidder / Supplier / Contractor is debarred all from future tender enquiries / work orders. However, in no circumstances a contractor is permitted to subcontract any part of the contract to the bidder who had quoted for the concerned tender.

280. PATENT RIGHTS: Not Applicable

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 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.

300. USE OF UNDUE INFLUENCE / CORRUPT PRACTICES:

301. The Bidder / Supplier / Contractor undertakes that he has not given, offered or promised to give, directly or indirectly any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the Purchaser or otherwise in procuring the contract or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the Contract with the Purchaser for showing or forbearing to show favour or disfavour to any person in relation to the Contract or another 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 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.

320. EXPORT LICENCE: Not Applicable

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)/ICADR, 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. CONTRACT LABOUR (REGULATION & ABOLITION) ACT 1970

371. Contractor / Bidder shall obtain licence under Section 12 and 13 of the Contract Labour (Regulation & 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.

372. The Contractor / Bidder shall carry out his obligations and duties under the Contract Labour.

(Regulation & Abolition) Act, 1970 and the rules framed there under, but not limited to :-

i. Pay in time, on or before 7th of every succeeding month not less than the prescribed minimum wages (as stipulated under item V (a) or V (b) of the Form VI prescribed Under Rule (25) 1 of the Act as applicable.

ii. Disburse Wages in respect of workers working on Purchaser's jobs inside the premises under the supervision of nominated representative of the Purchaser.

iii Production of Wage / Attendance Register along with E. S. I. & P. F. Statements to Corporate Personnel Department (from 8th to 15th of every succeeding month) for verification of the same as required under the Contract Labour (Regulation and Abolition) Act 1970.

iv. Forwarding to the respective Divisional Personnel Department a list of deductions and contributions duly effected from the salary / wages on Contract Labour engaged on Purchaser's jobs in respect of Employees' Provident Fund, Employees' Family Pension Fund and Employees' State Insurance Scheme, with reasons for non-deduction, if any, duly clarified by passing suitable remarks against the name of concerned employee on the list.

v. Comply with all the statutory regulations and requirements concerned with employment of contract labour on Purchaser's jobs and shall follow all orders / decisions of the Government in this respect. Contractor / Bidder shall furnish all the statutory half yearly returns / six monthly statements concerning with such contract labour to the Licensing Executive in Form No. XXIV as per Rule 82 (1) of Contract Labour (Regulation & Abolition) Act 1970 and also forward a copy of these with necessary statistical information of manpower employed to the Corporate Personnel Department.

373. 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.

380. MINIMUM WAGES ACT

381. 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 State Government 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.

382. The Contractor / Bidder must settle all the pending dues of the employees i.e. arrears of wages, proportionate leave wages, proportionate bonus payment, etc.

383. Before winding up the site, the Contractor / Bidder shall pay all terminal dues to his employees such as Notice pay, Gratuity, Retrenchment compensation, etc.

390. Bonus Act

391. 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.

400. Factories Act

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

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

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

410. Employees' Provident Funds and Miscellaneous Provisions Act, 1952

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

i. under the Employees' Provident Funds and Miscellaneous Act, 1952,

ii. under the Family Pension Scheme, and

iii. 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) & 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.

412. 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 & 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.

413. 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.

420. Employees' State Insurance Act

421. 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.

422. 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 & Scheme. The contract employees

who are out of coverage of ESI Act & 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.

430. SAFETY:

431. 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.

432. 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 likely to be disallowed for work.

440. POLICE VERIFICATION OF EMPLOYEES

441. 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 onboard ships under modernization / 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.

450 Force Majeure

451. The Purchaser may extend the delivery schedule as mutually agreed, on receipt of written communication from the Contractor / Bidder 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.

DEVIATION FORMAT

(Bidders to fill, sign, stamp and RETURN this form in bid)

To,
 MAZAGON DOCK SHIPBUILDERS LIMITED
 COMMERCIAL EASTYARD

TENDER ENQUIRY NO.: EY/CD/YBP/1200002993

Deviation Sr. No.	Page Sr. No. or Enclosure Reference of the Tender Enquiry	Clause Number for Which the Deviation is Sought	Brief Text Description of the Clause	Reasons for Deviation	Suggested Alternative
1.					
2.					
& so on...					

COMPANY'S NAME & ADDRESS :

SIGNATURE :
 DATE :
 NAME :
 DESIGNATION :

BIDDER'S COMPANY SEAL:

Bidder is requested to check and fill up the followings before they submitting bids and submit along with the offer: -

CHECK LIST FOR BIDDER'S/SUPPLIER'S				
TENDER ENQUIRY NO.: EY/CD/YBP/1200002993				
Scope of Work: Maintenance contract for Eklavya training center and ITT office at MWC building at ND (MBI) for Heavy duty Printer cum Xerox M/c				
Sr. No	Description	Tender Requirement	Supplier	
			Strike off whichever is not applicable	Remark (if any)
1	Offer Ref. No.	Supplier has to mention their offer no.	_____	
2	Technical Acceptance	Supplier has to mention about total technical acceptance of Tender. (as per Encl. 1)	Accepted / not accepted	
3	Registered	Whether supplier is Temporarily or Permanently registered with MDL or not registered at all.	Y/N	
4	Guarantee/Warranty	Acceptance from supplier/contractor submitted for guarantee/warranty mentioned	Submitted/not submitted	
5	Payment Terms	Supplier has to mention whether payment terms are acceptable or not acceptable as per tender enquiry. If any deviation is there, same has to be mentioned.	Accepted/Not Accepted	
6	SD,PBG	Acceptance from supplier/contractor submitted SD,PBG along with offer	Submitted/not submitted	
7	Offer Validity	Supplier has to mention validity of their offer (in terms of weeks) from the closing date of TENDER.	Accepted/Not Accepted	
8	Delivery Period / Completion Schedule	Supplier has to mention delivery / completion period for Scope of work.	Accepted/Not Accepted	
9	TEF Acceptance	Whether Supplier accepted/not accepted /accepted but deviation seeks for TEF Clause no. ----.	Acceptable / Not acceptable /Deviation sought for TEF Clause no.---	
10	STAC Acceptance	Whether Supplier accepted/not accepted STAC.	Accepted/Not Accepted	
11	GT&C Acceptance	Whether Supplier accepted/not accepted GT & C.	Accepted/Not Accepted	
12	Deviation	Whether supplier submitted/Not submitted Deviation form .If any deviation seeks, same has to be mention in Remark.	Submitted /not submitted	
13	Taxes & Duties	Supplier has to mention applicable taxes & duties in terms of % in Part I – Bid (technical part). If not, write nil.	Y/N	

Bid Security Declaration Format
(in lieu of EMD & applicable for EMI) exempted bidders)
(On Bidders Letterhead)

Date:

Tender No: _____

To

Mazagon Dock Shipbuilders Limited
Dockyard Road,
Mumbai: 400 010

I/We the undersigned declare that:

- 1) I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.
- 2) I/We accept that I/We may be disqualified / debarred from bidding against Mazagon Dock Shipbuilders Limited tenders for a period of one year from the date of notification if I/We are in a breach of any obligation under the bid conditions, because I/We
 - a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our bid during the period of bid validity specified in the form of Bid; or
 - b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity fail or refuse to execute the contract.
- 3) I/We understand this Bid Securing Declaration shall cease to be valid on the Thirty First day from following,
 - a) if I am/we are not the successful Bidder, the receipt of your notification of the name of the successful Bidder; or
 - b) the expiration of the validity of my/our Bid or any extension thereof.

Signed: _____ (insert signature of person whose name and capacity are shown)
In the capacity of _____ (insert legal capacity of person signing the Bid Security Declaration)

Name: _____ (insert complete name of person signing the Bid Security Declaration)
Duly authorized to sign the bid for and on behalf of _____ (insert complete name of Bidder)

Dated on _____ day of _____ (insert date of signing)
Corporate Seal (where appropriate)

(Note: in case of a Joint Venture, the Bid Security Declaration must be in the name of all partners to the Joint Venture that submits the bid)

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



Report ID: GEM/GARPTS/22062022/HVI3ZRRQ12LJ

Report Name: 1110034632_Maintenance contract for Eklavya Training center and ITT office at MWC building and (MBI) of heavy duty printer cum xerox machine

Generated By: Yogesh Bajarang Patil , Department of Defence Production , Ministry of Defence

Generated On: 22/06/2022

Valid till: 22/07/2022

GeM Availability Report and Past Transaction Summary

GeM Availability Report and past transaction summary report is generated based on the specifications searched by the Buyer. The specification may be modified appropriately for searching relevant categories on GeM. Buyer may navigate to GeM category page by clicking on the category link to view category specifications and products/services available in the category.

Order Count and Order Value displayed is on a cumulative basis since GeM inception.

1. Search String: Heavy Duty Printer cum xerox machine (1 nos, 2 no.of services per year)

Search type: Service

Search Result: Category not available on GeM for the text string searched by the buyer.

This is a one-time requirement hence new category creation is not proposed / or requirement is recurring but request for new category creation will be submitted separately post generation of GeMARPTS.

LIST IF 1ST CLASS BANKS FROM SBI revised.

Nationalized Banks/Public Sector Bank

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

List of Private Banks

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