



Tender Enquiry Form

Enclosure to Tender Enquiry: Part 'A': Tender Terms and Conditions
Tender No. 1600001725
Item: Recreational TV System for Y-12706 & 12707
Project: P15B
Type of tender: Open Tender

1. Mazagon Mazagon Dock Shipbuilders Limited (MDL), invites e-offers in two bid system i.e. Part-I (Techno Commercial Bid) and Part-II (Price Bid) through MDL e-procurement portal (<https://eprocuremdl.nic.in>) for supply of Recreational TV for Yard 12706 & Y-12707 for Project 15B.
2. **DESCRIPTION & SCOPE OF WORK:** Supply of Supply of Recreational TV System for two ships of P15B (Y-12706 & Y-12707 as per TSP No. P15B/5190, Rev 0, dated: 22.03.2022
3. **PRE-QUALIFICATION CRITERIA:**
Commercial Prequalification:
 - i. Audited balance sheet and profit & loss statement of last three financial years. Bidder's average turnover during last 3 years should be at least Rs. 45 lakhs.
 - ii. The value of the similar supplies during last 3 years should not be less than Rs 75 Lakhs
4. **EMD (Earnst Money Deposit):**
 - (a) The bidders shall furnish EMD INR 300,000/- only (Rupees Three Lacs only) for Indian Bidders through online payment or in the form of Bank Guarantee drawn in favor of Mazagon Dock Shipbuilders Limited. (b) The Bid Bond shall be forwarded to HOD (C-NP) /PE (Commercial-P15B)/ Dealing commercial Executive in sealed envelope super scribing Tender Enquiry No. and Due date, so as to reach us within 7 MDL working days from the tender closing date.
 - (c) The bid bond / Bank Guarantee should be valid for 4 more weeks beyond the offer validity period indicated in the tender. Either of these instruments should be drawn as per the list of banks approved by SBI / Canara bank published on MDL website, payable at Mumbai and should essentially be enclosed in the in the Part-I, Techno Commercial Bid.
 - (d) Bids / Offers without EMD/Bid Bond along with Part-I bid will not be considered.
 - (e) EMD of unsuccessful bidders will be returned after finalization of the tender and shall be interest free.
 - (f) If the bidders are transmitting EMD through online payment gateway, it is mandatory to indicate reference of tender no. and vendor name in the respective text field for identification & confirm the remittance in MDL Bank account and the same to be communicated to MDL immediately along with tender no. and transaction details. "Online payment" tab is available on home page of MDL's website "www.mazdock.com" Four options are available under online payment tab viz. Career, Tender. Security and Scrap/Disposal. Click on 'Tender' tab and make the payment online using debit cards, credit cards, net banking, BHIM/UPI etc, after filling required details. (g) Scanned copy of BG for EMD to be uploaded with Part –I bid. However original BG of EMD must be deposited physically in a sealed envelope superscribing “Original BG for EMD for Tender no& due date”, on or within seven MDL working days from the Tender closing date to HOD(CNP) /PE(Commercial-P15B).
 - (h) Timely submission of EMD is responsibility of the bidder(s) and no reason / excuses in this regard will be entertained by MDL.
 - (i) Exemption from Submission of EMD/Bid Bond: Following bidders & tenders shall be exempt from submission of EMD/Bid Bond:
 - i. Bidders of State & Central Government of India departments, Public Sector Undertakings.
 - ii. Firms registered with MDL. To qualify for EMD exemption, firms should necessarily submit valid copy of the Registration Certificate issued by MDL, for the items for which the offer is being submitted in Part-I offer/bid. Firms in the process of obtaining



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- MDL registration/ in the process of renewal of MDL registration will not be considered for EMD exemption.
- iii. Firms registered with NSIC under its "Single Point Registration Scheme" (Exemption will apply only to items / service for which they are registered with NSIC). To qualify for EMD exemption, firms should necessarily submit valid copy of the registration certificate issued by NSIC in Part-I offer / bid. Firms in the process of obtaining NSIC registration will not be considered for EMD exemption.
 - iv. All Micro & Small Enterprises (MSE) bidders subject to their submitting the Registration Certificate from the Competent Authority regarding their Micro/Small Industry status.
 - v. Common/Deemed DPSU registered vendors. For qualifying for EMD exemption, such firms shall submit valid copy of the registration certificate issued by DPSUs (other than MDL) for the items / services for which the offer is being submitted in Part-I offer/bid. Firms in process of obtaining registration in other DPSUs will not be considered for EMD exemption.
 - vi. Green Channel Status vendors also qualify for EMD exemption. Such firms shall submit valid copy of the Green channel certificate issued by MoD for the items for which the offer is being submitted in Part-I offer/bid. Firms in process of obtaining this certificate will not be considered for EMD exemption.

5. **VALIDITY PERIOD OF OFFER:** Bid / Offer shall have the validity period of **180 days** from the tender closing date.

6. **DELIVERY PERIOD/COMPLETION SCHEDULE:** Bidders are advised to submit their bids as per delivery schedule indicated in the tender (Tender enquiry Form). In case it is not possible for the bidders to supply material as per tendered delivery schedule, bidders may indicate minimum time required to deliver the goods, bidder to indicate time required to deliver the item after placement of order in their offer.

Yard	Delivery Schedule	Time for delivery of items from placement of order (in weeks)
12706	as per TEF for each line item	
12707	as per TEF for each line item	

In case it is not possible for the bidders to supply material as per tendered delivery schedule, bidders may indicate minimum time required to deliver the goods, bidder to indicate time required to deliver the item after placement of order in their offer.

For the additional delivery period sought by the bidder over the stipulated date of delivery as per Tender or minimum delivery period quoted by other bidder, 0.50% per completed week will be loaded to the quoted price.

7. **BID REJECTION CRITERIA:**

- (a) **The following conditions/ deviations are non-negotiable and therefore any bid falling under these conditions/ deviations shall be summarily rejected. Bidders to**



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note that they shall not be provided any opportunity to rectify these conditions/ deviations post bid opening:

- i) Bidder who is found debarred based on the information uploaded on GeM / CPPP Portals as on tender due date & time.
- ii) Bid received other than through e-portal.
- iii) Bid received after tender closing date and time.

(b) **For the following conditions, equal time and opportunity for submission of deficient techno-commercial documents and clarification shall be given to the bidders. Bidders are required to submit such documents/ clarifications within the duration / date stipulated by MDL, falling which their bids shall be rejected in following cases:**

- i) Bidders failure to submit sufficient or complete details, in case of deficiencies notices for evaluation of bids.
- ii) Incomplete / misleading / ambiguous bids in the considered opinion of TNC /CNC.
- iii) Bid with technical requirements and or terms not acceptable to MDL/Customers/External agency nominated as applicable.
- iv) Unreasonably longer delivery period quoted by the bidder.
- v) Validity period indicated by bidders is shorter than that specified in the tender enquiry.
- vi) 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 & warranty obligations.
- vii) Bidders not meeting the eligibility criteria given in tender regarding the Class of Supplier as per PPP MII Order 2017.
- viii) Bidders not submitting the declaration certificate for local content and location of value addition.
- ix) Bidders not indicating / not declaring /not specifying the local content percentage or/and location of local value addition in the declaration certificate.
- x) Bidders submitting incomplete declaration certificate for local content or declaration certificate not certified by appropriate authority as per tender
- xi) Bidders selecting both policies for purchase preference in the declaration certificate.
- xii) Bidders not submitting Bid Security declaration in the prescribed format. (Enclosure 12)
- xiii) Non submission of unique GeM seller ID by bidder within reasonable time post opening of tender but before price bid opening.
- xiv) Non submission of compliance certificate w.r.t Land Border Clause as per enclosure 09. (Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs) 2017)
- xv) The offer should be complete with certificate of conformity as per format detailed at Appendix – 2 of attached TSP. **The offer received without the “certificate of conformity”, duly filled in and signed, may not be considered.**

8. **SUBMISSION OF OFFER IN TWO BID SYSTEM:** Offer must be submitted in two parts as follows:

- (a) **Part I (Techno Commercial Bid):** The bidder shall ensure following are essentially included in the **Part-I bid:**



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- i) Acceptance of Tender terms, GT&C and STACS in the prescribed formats duly 'Accepted OR Not Accepted' as applicable and deviations, if any, for each of the clause.
- ii) Supporting documents against prequalification criteria.
- iii) Declaration of "Local Content as specified at Annexure- B1"(Enclosure 08)
- iv) Declaration / certificate as per Annexure "C" towards compliance of Public Order on Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), within given period and associated documents (Please refer tender clause Land Border in this regard).(Enclosure -9)
- v) Bank details for payment by RTGS/NEFT in the format enclosed.
- vi) Bidders / Suppliers should enclose the additional documents as applicable to this tender.
- vii) Blank rate sheet indicating quoted/not quoted against each line item, tax percentage, type of taxes (as per the format attached).
- viii) Bidders / Suppliers should enclose the additional documents as applicable to this tender.

Note: In any case, prices are not to be mentioned in Part-I bid.

- (b) **Part-II (Price Bid):** Prices for each of the listed items has to be uploaded strictly in the prescribed format provided in the e-procurement portal. Bids received other than this given format will be rejected.

9. **BID MODIFICATION:** Modification in bids, if any, is to be made by bidders prior to the tender closing date& time.

10. **WARRANTY/GUARANTEE:**

- (a) The equipment / item along with associated auxiliaries/components supplied shall be warranted / guaranteed for satisfactory Performance for the period of 12 months from date of commissioning of Ship.
- (b) The Supplier cannot absolve their responsibility for warranty of material even though it is inspected by & approved by the inspection authorities.
- (c) If the defects are not remedied within a reasonable/stipulated time, MDL may proceed to rectify the defects at the supplier's risk & cost, but without prejudice to MDL's rights under the contract.
- (d) During the period of warranty / guarantee if any defect noticed in the equipment / item supplied, the supplier/ contractor will have to rectify such defects immediately at no extra cost to MDL.

11. **PRICING:**

- (a) Prices of all items/services listed in the price sheet format of the tender enquiry for delivery of the items/services at MDL, Mumbai.
- (b) The prices quoted shall remain firm and fixed during the currency of the order / contract unless agreed otherwise by MDL. Packing, Forwarding and Transportation charges should be included in the quoted price. Insurance shall be arranged by the bidder at their own cost.
- (c) Packing details such as size, weight etc. of the equipment/items to be mentioned.



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12. **SECURITY DEPOSIT(SD):**

- (a) Bidder shall have to submit Security Deposit for an amount of 3% of the Contract/Order value, excluding taxes, duties, freight in the form of Bank Guarantee from the list of banks approved by SBI / Canara bank published on MDL website excluding co-operative banks within 25 days from the date of transmission of order, valid till Contractual Delivery Date of the order plus additional one month as claim period. SD shall be applicable if order value is above Rs 10 lakh. PSU may submit Indemnity bond in lieu of Security Deposit Bank Guarantee.
- (b) In case of vendor's failure to submit the Security Deposit within 25 days of transmission of the order, MDL will forfeit the EMD & thereafter cancel the order invoking the risk purchase clause. OR In case where the vendor has failed to submit the Security Deposit within 25 days of transmission of the order but commenced the work, the delayed period of submission will be levied as per SLR plus 2%.
- (c) If the bidders are transmitting SD through online payment gateway, it is mandatory to indicate reference of tender no and vendor name in the respective text field for identification & confirm the remittance in MDL Bank account and the same to be communicated to MDL immediately along with tender no and transaction details. "Online payment" tab is available on home page of MDL's website " www.mazagondock.in " Four options are available under online payment tab viz. Career, Tender. Security and Scrap/Disposal. Click on 'Tender' tab and make the payment online using debit cards, credit cards, net banking, BHIM/UPI etc, after filling required details

Note:

- i. The SDBG to be submitted on Rs. 500 Non-Judicial Stamp Paper.
- ii. Security Deposit will be returned without interest on execution of the order and submission of Performance Bank Guarantee (PBG) within 15 days against firm's request letter.

13. **TAXES & DUTIES:**

- (a) Bidders must clearly mention the applicable Taxes & Duties in the rate sheet enclosed in the tender.
 - i) For MDL's GST number, please visit our website. MDL's Provisional GST Number is 27AAACM8029J1ZA.
 - ii) Bidder must mention HSN numbers in their offers & also in invoices. These codes must be in accordance with GST law.
 - iii) If bidder is registered under GST, Suppliers shall be responsible for the financial and non-financial consequences in case of non-compliance of GST provisions/requirements/timelines on their part.
- (b) **Custom Duty:**
 - iv) Basic custom duty (BCD) and cess as applicable on Import content will be reimbursed to the Indian bidders against original documentary proof of payment (submissions of original receipts).
 - v) At the time of claiming reimbursement based on above, the following documents have to be forwarded:
 - Copy of the Import Purchase Order
 - Copy of the Import Invoice
 - Certification by Supplier that items being imported are for fitment on warships.
 - Air Way Bill / Bill of Lading marked as Freight Paid



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- Insurance Policy/Insurance Document.
- Evidence/Receipt towards payment of above taxes / duties
- vi) Firm must indicate FE content in the offer itself to facilitate CD reimbursement. CD would be reimbursed only up to FE content declared in the offer.

14. **PERFORMANCE BANK GUARANTEE (PBG):**

- (a) The bidder has to submit Equipment Performance Bank Guarantee from a first class Bank of international / national repute, for 3% of total order value excluding taxes, duties freight & service component valid up to contractual warranty period plus one-month claim period.
- (b) In the event of defects due to poor workmanship leading to non-performance of the Equipment/Item and bidder failure to attend the defects within a reasonable period of time, the Bank guarantee will be encashed by MDL. MDL's decision in this regard shall be final and binding on the bidder. In the event of postponing of delivery of deliverables or extension of guarantee desired & sought by MDL, the Performance Bank guarantee has to be extended till the extended period.

Note:

- i) The PBG to be submitted on Rs. 500 Non-Judicial Stamp Paper.
- ii) All the bank guarantees of this tender should be from Nationalized/Scheduled Banks (the list of banks approved by SBI / Canara bank published on MDL website) excluding the Co-Operative banks
- iii) Security Deposit will be returned without interest on execution of the order and submission of Performance bank Guarantee (PBG) against firm's request letter.
- iv) In the event of postponing of delivery of deliverables, the Performance Bank guarantee has to be extended till the extended period.

15. **PAYMENT TERMS & MODE:**

- a) Payment of 97% of the value of the supplies against delivery and acceptance as may be payable and as reduced by any deductibles and / or the amount leviable towards liquidated damages, if any plus 100% taxes, duties etc as applicable on production of proof of inspection, receipt and acceptance at MDL within 20 days.
- b) Payment of the balance of the value of the supplies may be payable and as reduced by any deductibles and / or the amount leviable towards liquidated damages, if any, on submission & confirmation of PBG of equivalent amount valid up to warranty period plus one-month claim period.

16. **MODE OF DISPATCH:** Road/Rail/Air/Sea.

17. **CONSIGNEE:** Material should be delivered at MDL's either of Anik / Sewri / Bond / Electronic store located in Mumbai, Maharashtra, exact details will be indicated in PO. The consignment shall accompany PO Copy, delivery challan, I-note, Packing list, warranty certificate, e-way bill.

18. **INSPECTION:** It shall be as per TSP. Other general conditions related to inspection of material are as under: (a) 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.
(b) The TPI (Third Party Inspection) charges shall be directly paid by MDL to MDL nominated TPI agency to Indian Bidders. These charges shall not be included in the bidder's quote as MDL has separate contract with the nominated TPI agency.



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(c) 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.
(d) Bidder shall directly offer for inspection agency through a call letter under intimation to us and ensure readiness of the items offered for inspection on the scheduled date & time.
Receipt Inspection by MDL & WOT/SHIP STAFF.

19. **LIQUIDATED DAMAGES (LD):** In cases of delay not attributable to Purchaser, beyond the agreed schedule, the Supplier/Contractor shall pay LD, a sum representing 0.5% (Half percent) per week or part thereof, subject to maximum of 5% of the delayed portion of the order/contract.

20. **LOADING CRITERIA:** For the additional delivery period sought by the bidder over the stipulated date of delivery as per Tender or minimum delivery period quoted by other bidder, 0.50% per completed week will be loaded to the quoted price.

21. **RANKING OF BIDS:**

- (a) Ranking of bids shall be done by considering overall requirement (Taxes and duties shall be excluded for ranking the bids).
- (b) Discount given, if any, by the bidders, post tender closing date and time will not be considered for determining the ranking of bids but will be considered after the said bidder is adjudged as L1.
- (c) **Indian bidder quoting FE content:** The import (FE) portion (excluding basic custom duty & cess) shall be converted into Indian Rupees as per rate of exchange as on **price bid opening** date as per FBIL (Financial Benchmarks India Pvt. Ltd.) reference rate for evaluation(ranking) of bids.

The methodology for conversion of Import (FE portion) into INR is illustrated below with an example:

Details filled by Bidder in their quote:

- a) Total quote in INR: 200 INR.
- b) FE content: 50%
- c) Conversion rate as on date: 01.10.2018 is 1USD: 68 INR

Evaluation:

- a) Conversion rate as on price bid opening (PBO) date: 01.12.2018 is 1USD: 70 INR.
- b) Quote: FE = 100 INR i.e. 1.47 USD (as on 01.10.2018;1USD=68INR)
- c) On PBO: FE=1.47 x 70=102.9 INR (as on 01.12.2018;1USD=70 INR)
- d) For evaluation (ranking): 100+102.9=202.9 INR.

Note:

- 1) *The foreign exchange rate shall be obtained from FBIL (Financial Benchmarks India Pvt. Ltd.) reference rate as available on Internet. If the date of opening of price bid happens to be holiday or non-transaction day, the exchange rate on immediate previous working day will be considered.*
- 2) *The date of price bid opening would be any date during the validity of original offer. In case price bid is not opened within the original offer validity, the exchange rate would be applied for ranking purpose on the last date of original offer validity.*



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22. PUBLIC PROCUREMENT POLICY (Preference To Make In India) ORDER 2017: The Government of India has issued revised Public Procurement (Preference to Make in India) order 2017 on 16th Sep 2020 as part of its policy to encourage "Make in India" and promote manufacturing and production of goods and services in India with a view to enhancing income and employment. Subject to the provisions of this order and to any specific instructions issued by Nodal Ministry or in pursuance of this order, Purchase Preference shall be given to local suppliers in all the procurements undertaken by MDL in the manner specified below:

(a) **Aspects of 'Preference to Make in India':** The following terminology / definitions used in the policy is enumerated below and applicable to the tender:

i) **Local content:** means the amount of value added in India which shall be the total value of item (goods, services or works or their combination) under procurement (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value in percent. Different definition of Local Content may be specified by the Nodal Ministry for items assigned to them, which will prevail over above.

Note:

a) The local content can be increased by vendors through partnerships, cooperation with local companies, establishing production units in India or Joint Ventures (JV) with Indian suppliers, increasing the participation of local employees in services and training them.

b) No change is permitted in the requirement of local content as stated in this order to categorize the supplier. However, if any nodal Ministry / Department finds that for any particular item, pertaining to their nodal ministry / department, the definition of Local Content, as defined in the Order, is not workable / has limitations, it may notify alternate suitable mechanism for calculation of local content for that particular item.

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

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

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

v) **L1:** means the lowest tender or lowest bid or lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.

vi) **Margin of Purchase Preference:** means the maximum extent to which the price quoted by a **Class-I Local Supplier** may be above the L1 for the purpose of purchase preference. The margin of purchase preference shall be **20%**.

Note:

(i) Procedure for determination of L1 price shall be as per tender clause 'Ranking of Bids'.

(ii) Purchase preference shall be given to **Class-I local supplier only**. No Purchase Preference will be given to Class-II or Non-Local Suppliers.



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- (b) **Eligibility Criteria to bid** : **Class I and Class II local Supplier** (Non-Local Supplier shall be liable for rejection)
- (c) **Purchase Preference(PP)**:
- i) Purchase preference shall be given to only “Class-I Local Supplier” (Class II Local Supplier are not eligible for purchase preference) in procurements. However, techno commercially qualified Class I MSE manufacturer bidder shall get the Purchase Preference as per provision of PPP MSE Order 2012 and shall prevail over PPP Order 2017.
 - ii) Among all qualified bids, if L1 is "MSE Manufacturer", the contract for the full quantity will be awarded to L1.
 - iii) If L1 is other than “MSE Manufacturer”, then first MSEs (L1+15%) eligible for PP under PPP MSE Order 2012 will be invited to match the L1 price and the contract for full quantity shall be awarded to such MSE bidder. In case MSE bidders decline to match L1 price and if the L1 is “Class- I Local Supplier” then the order for the full quantity shall be awarded to L1 " Class- I Local Supplier". However, if L1 is not "Class- I Local Supplier" then the "Class- I Local Suppliers (L1+20%)" whose price falls within the margin of purchase preference under PPP MII Order 2017 will be invited to match the L1 price in the order of ranking of Class I Local Supplier and the contract for full quantity shall be awarded to such “Class-I Local Supplier” who first matches the L1 price.
 - iv) In case none of the “Class-I Local Supplier” or MSEs are within the margin of purchase preference or do not agree to match the L1 price or there is no Class I Local Supplier or MSE, the contract for full quantity may be awarded to the L1 bidder.
- (d) **Declaration of Local content**:
- i) Participating bidders to indicate the percentage of local content (i.e. value added in India) along with the details of location/s where the local value addition is made, in their bids, item wise. The indicated local content percentage shall decide categorization of the vendors as “Class-I Local Supplier” / “Class-II Local Supplier” / “Non-local Supplier”. All bidders should declare that the item and service offered meets the minimum local content & indicate its percentage in their offer which shall meet or excel required local content specified in tender. This declaration is necessary even if Custom Duty Exemption and / or ERV (if applicable) are not being sought. Certification as under is to be submitted mandatorily in technical Offer-Part-I bid.

Self-certification as per **Annexure-B-1**, by Chief Financial Officer or Other legally responsible person nominated in writing by the Chief Executive or Senior Member / Person with Management Responsibility of Corporation / Partnership / Individual.
 - ii) Bidders to be noted that once the declaration / certification is committed at tender submission stage, the same cannot be altered subsequently at technical negotiation stage or after award of contract otherwise would be treated / considered as false declaration by bidder and necessary action shall be initiated as per tender clause '**Debarment of bidders / suppliers**' of the said Order for debarment.



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- iii) Declared Local Content shall be the basis for categorization of the vendors and tender evaluation. However, MDL reserves the right to undertake detailed examination of declared local content and may call vendor to submit relevant documents.
 - iv) In cases where MDL received the complaint from any vendor or person, along with the fees prescribed below, verification of Declared Local Content shall be carried out by seeking additional info as deemed necessary and the bidders (including unsuccessful bidders) against the tender shall be obliged to furnish the necessary documents. Failing to do so, the vendor may invite penal action as per the provisions of the Order. If MDL possess the capability, then it shall perform the verification. However, if in the opinion of MDL matter needs to be dealt at higher level, then the complaint shall be referred to Nodal Ministry and their fees / expenses / charges applicable as per the Nodal Ministry, if any, shall be borne by the complainant. MDL is authorized to prescribe fees for handling complaints under revised PPP MII 2017 Order. The fees for filing a complaint under the order shall be Rs. 10,000/- per case. The complaint shall be filed to the Chairman, Public Grievance Cell. The fee shall be deposited by complainant in MDL's Account by NEFT.
 - v) On scrutiny of offer, if all the bidders participating in the tender happen to have either not submitted the declaration certificate or not declared / specified the local content percentage in the declaration certificate or specified local content lower than the minimum local content requirement as per the tender, the subject tender shall be cancelled.
 - vi) On opening of the price bids, if it is identified that there is difference in local content declaration made & local content percentage as per price quoted is now not meeting (i.e. lesser than) the specified tender requirement (i.e. only on the quoted price without any loading) then such bidder shall be disqualified and shall not be considered for ranking purpose. The bid would be treated / considered as given false declaration and necessary action for debarment shall be initiated.
- (e) **PPP MSE Order 2012: Purchase Preference under PPP MSE Order 2012 shall prevail over Purchase preference under PPP MII Order 2017.** Bidders to be noted that, in case of participation of MSE and Local Supplier against a same tender, MSE bidder will be given preference over other bidders to match with L1 bidder provided **it has chosen Purchase Preference under PPP MSE Order 2012 in the tender & it is meeting Purchase Preference Criteria as per Public Procurement Policy for MSEs Order 2012.** Bidder has to indicate his choice for Purchase Preference in **Annexure-B-1** which will not be permitted to be changed once bid is opened.
- (f) **Price negotiation & contract placement:**
- i) MDL has right to negotiate with L1 bidders on the quoted prices. However, it shall be ensured that Local Content percentage as declared by the vendor is maintained or increased but not reduced.
 - ii) After the contract is awarded and the supplies are completed, the supplier shall provide a "Local content certificate" (**Annexure-C-1**) declaring the actual Local content percentage achieved while executing the contract. In case of failure to



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provide Local Content Certificate for the executed order within reasonable time, the issue be referred for debarment.

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

(g) **Debarment of bidders / suppliers:**

- i) False declaration will be in breach of Code of Integrity under Rule 175(1)(i)(h) of GFR 2017 for which a bidder or its successors can be debarred for up to 2 years as per Rule 151(iii) of GFR 2017 along with such other actions as may be permissible under law.
- ii) A supplier who has been debarred by any procuring entity for violation of said Order shall not be eligible for preference under said Order for procurement by any other procuring entity for the duration of debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities, in such a manner that ongoing procurements are not disrupted.

Note: If Nodal Ministry is satisfied that Indian suppliers of an item are not allowed to participate and / or compete in procurement by any foreign government, it may, if it deems appropriate, restrict or exclude bidders from that country from eligibility for procurement of that item and / or other items relating to Nodal Ministry. A copy of every instruction or decision taken in this regard shall be sent to the chairman of Standing Committee.

(h) **Reciprocity Clause**

Entities of countries which have been identified by nodal ministry/ department as not allowing Indian companies to participate in their Government procurement for any item related to that nodal ministry shall not be allowed to participate in Government procurement in India for all items related to that nodal Ministry/ Department, except for the list of items published by the ministry/ department permitting their participation. The term "entity" of a country shall have the same meaning as under the FDI Policy of DPIIT as amended from time to time.

23. **PUBLIC GRIEVANCE CELL:** A Public Grievance Cell has been set up in the Company. Members of public having complaints or grievances are advised to contact Grievance Cell Authorities on Wednesday between 10.00 hours and 12.30. The contact details will be provided by dealing executive on written request.

24. **REGISTRATION ON GOVERNMENT E-MARKETPLACE (GEM) PORTAL:**

The successful tenderer, shall mandatorily get registered on GeM portal prior to Price Bid Opening and obtain the unique GeM Seller ID. The unique ID shall form part of the purchase order

25. **Land Border:**



Tender Enquiry Form

Enclosure to Tender Enquiry: Part 'A': Tender Terms and Conditions
Tender No. 1600001725
Item: Recreational TV System for Y-12706 & 12707
Project: P15B
Type of tender: Open Tender

- a) This clause is applicable for bidders from a country which shares a land border with India” for the purpose of this order means: -
 - i) An entity incorporated, established or registered in such a country; or
 - ii) A subsidiary of an entity incorporated, established or registered in such a country; or
 - iii) An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - iv) An entity whose beneficial owner is situated in such a country; or
 - v) An India (or other) agent of such an entity; or
 - vi) A natural person who is a citizen of such a country; or
 - vii) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.
- b) Bidders from a country sharing land border with India shall Mandatorily requires registration with registration Committee by the Department for promotion of Industry and Internal Trade (DPIIT). Registration shall not be applicable for the bidders from those country to which the Government of India has extended Line of credit or in which the government of India is engaged in development project.
- c) Order issue by ministry of Finance department of expenditure Vide OM 6/18/2019-PPD dated 23 July 2020 and 24 July 2020 shall be applicable.

26. ADDITIONAL INSTRUCTIONS:

- a) Bidder shall abide by all Standard Terms and Conditions of Supply (STACS), GT&C and Acceptance formats with techno-commercial (Part-I) bid. The bidder shall also abide statutory requirements, Official Secret Act 1923 and Safety clause hosted on MDL Website.
- b) The contract will be governed by STACS and GT&C 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.
- c) 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.
- d) MDL reserves the right to consider placement of Order / Contract in part or in full against the tendered quantity or reject any or all tenders without assigning any reason.
- e) In case of breach of any obligation mentioned under, the bidder shall be disqualified/debarred from the bidding process for a period of one year from the date of notification
 - i. Bidder has withdrawn/ modified/ amended/ impaired/ derogated from the tender during the period of bid validity.
 - ii. Bidder fails or refuse to execute the contract upon notification of acceptance of bid by the purchaser during the period of bid validity.
- f) In case of improper on-line filling of Acceptance formats for Tender Enquiry Form (TEF), GT&C and STACS, it shall be presumed that all our tender terms & conditions are acceptable to the bidder.
- g) Wherever the clauses in tender document (Part A) are getting repeated in STACS and GT&C, then in such cases bidders are requested to refer the clauses in the tender doc (Part A) and offer their comments/acceptance, accordingly.



Tender Enquiry Form

Enclosure to Tender Enquiry: Part 'A': Tender Terms and Conditions
Tender No. 1600001725
Item: Recreational TV System for Y-12706 & 12707
Project: P15B
Type of tender: Open Tender

27. **CONTACT DETAILS FOR QUERIES:** In case of any clarifications regarding tender condition/TSP/specification, bidders are requested to contact the following person, before the closing date of the tender.

Technical	Rajeev Jha M (D-P15B)	+91 22 23763385	rjha@mazdock.com
Commercial	Mr. S Kurkute DGM/DPE(C-P15B)	+91 22 23762781	skurkute@mazdock.com
	Mr. Azizurrahman AM (C-P15B)	+91 22 23762772	azizurrahman@mazdock.com

28. We look forward to receive your most competitive and reasonable offer against this tender.

Yours faithfully,
For MAZAGON DOCK SHIPBUILDERS LIMITED
Azizurrahman
AM(C-P15B)

Enclosures:

Enclosure-1	Tender Enquiry
Enclosure-2	Standard Terms & Conditions (STACS)
Enclosure-3	General Terms & Conditions (GT&C)
Enclosure-4	RTGS format
Enclosure-5	Contact Details of the bidder
Enclosure 6	Blank rate sheet
Enclosure 7	TEF, STAC, GTAC Acceptance form
Enclosure 8	Format for self-certification by local suppliers (Annexure B-1)
Enclosure 9	Annexure "C" towards compliance of Public Order on Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs)
Enclosure 10	Actual local content certificate (Annexure C-1)
Enclosure 11	IP Declaration
Enclosure 12	Bid Security Declaration
Enclosure 13	Security Deposit BG Format
Enclosure 14	PBG format