



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](http://www.mazagondock.in)  
Certified - ISO 9001: 2008 for Shipbuilding Division  
GST ID : 27AAACM8029J1ZA

निविदा सं./Tender No	2000007846	विभाग/Department	MATERIAL-PURCHASE
क्रय अधिकारी/Purchase Exec.	A K SHUKLA	क्रय अधिकारी/Purchase Exec.	A K SHUKLA
सेवा में /To		दूरभाष सं./Telephone No	23763408
		फैक्स सं./Fax No	23738151
		ई-मेल/E-Mail	akshukla@mazdock.com
		निविदा सं./Tender No	2000007846
		निविदा तिथि/ Tender Date	21.12.2022
		निविदा बंद की तिथि/Tender Closing Date	11.01.2023
		निविदा बंद होने का समय/Tender Closing Time	14:00:00
दूरभाष सं./Telephone		आरएफक्यू सं./RFQ No	2000026836
फैक्स सं./Fax			
ई-मेल/E-Mail			

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		11.01.2023,15:00:00
प्रस्ताव वैधता तिथि है/Offer should be valid up to		11.05.2023
सुरक्षा जमा/Security Deposit		3.00 %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 's Name , Tender Number, closing date & time and RFQ Number in your Quotation & related correspondence )

प्रिय महोदय/महोदया  
Dear Sir / Madam ,


विषय /SUB:- SUPPLY OF LIQUID OXYGEN (IS-309)IN SELLER'S TANKER ON BIENNIAL RATE CONTRACT BASIS

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

क्र सं. SL.No.	सामग्री / सेवा विवरण Material / Service Details	मात्रा / इकाई Quantity / unit	आपूर्ति तिथि Delivery Date
00100	सामग्री सं./ Material Number :- 19203001 GAS, OXYGEN, PLANT, LIQUID सामग्री वर्णन/Material Description :GAS, OXYGEN, PLANT, LIQUID	10,000 Cubic meter	17.04.2025

नियम और शर्तें : भाग ए मे लिखी हुई और इतर संलग्नपत्रे इस निविदा एक अभिन्न अंग हैं |हमें आशा हैं की,हमें प्रतियोगित्मिक और उचित प्रस्ताव इस निविदा के लिए प्राप्त होगा ।  
Terms & Conditions as indicated in Part A of this tender and other enclosures / annexures form an integral part of this tender document. We look forward to receive your most competitive and reasonable offer against this Tender.

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

	<b>MAZAGON DOCK SHIPBUILDERS LIMITED</b> (A Government of India Undertaking) Dockyard Road, Mazagon, Mumbai 400 010. INDIA  Certified – ISO 9001:2008 For Shipbuilding Division	
	<b>DIVISION - SHIP BUILDING</b>	<b>DEPARTMENT - MATERIAL PURCHASE</b>
Tel. No.: (022) 2376 3249	Fax No.: (022) 2373 8151	
E mail: akshukla@mazdock.com	<b>Website:</b> <a href="https://mazagondock.in">https://mazagondock.in</a>	

### E - TENDER ENQUIRY

For supply of Liquid Oxygen in two - bid system

Dear Sir / Madam,

**Mazagon Dock Shipbuilders Limited (MDL)** invites on-line competitive bids from reputed bidders in **two-bid system (part- I techno commercial bid and part –II price bid)** on MDL's e-procurement portal <https://eprocuremdl.nic.in> for the supply of Liquid Oxygen in supplier's tankers on **Biennial Rate Contract (BRC)** basis.

The Tender Enquiry can be downloaded from our website: <https://eprocuremdl.nic.in> / [www.mazdock.com](http://www.mazdock.com) (path: Tenders>>Shipbuilding>>Material Purchase>> SB-MP Notification >>) and is also available on Central Public Procurement Portal.

**Instructions to the Bidder for online submission of bid through E-Procurement Portal is annexed at Enclosure-3.**

#### **1. TECHNICAL SPECIFICATIONS & SCOPE OF SUPPLY:**

- a) The supplier should be able to supply Liquid Oxygen by Suppliers'/Manufacturers' tankers to MDL's VIEs under the rate contract throughout the tenure of contract, as per specifications given below:

Description of Item:

Material code	Description of Item	Supply	Approximate Quantity
19203001	Liquid Oxygen with minimum purity of 99% by volume when tested in gaseous form conforming to Clause Nos.- 4.1, 4.2 of IS-309-2005 (Latest Revision)	As per schedule given by MDL. For other details Refer Delivery Clause.	10,000 m <sup>3</sup>

- b) The Liquid Oxygen should conform to minimum purity of 99% by Volume when tested in gaseous form conforming to Clause Nos. 4.1, 4.2 of IS-309-2005 (Latest Revision). The gas volume (m<sup>3</sup>) should be measured at a reference temperature of 15-degree C and a pressure of 760 mm of Mercury. The volume of Liquid Oxygen decanted into storage tank at our tank will be assessed by taking the difference in weight of your transport tanker at our weigh bridge before after unloading of Liquid Oxygen in tanks of MDL and converting the same into volume of gaseous oxygen as per following formula:

1 kg of liquid oxygen = 0.77 Meter cub of oxygen gas at 27-degree C atmospheric pressure

- c) Minimum quantity required in single delivery is 7 ton. The Gross weight (Weight of Liquid Oxygen + Weight of Vehicle) should not be more than 28 ton.
- d) Purity test certificate should be provided at the time of supply.

- e) Quantity indicated is an estimate. It may increase / decrease depending upon the production activities.
- f) **ENVIRONMENTAL REQUIREMENT:** The supplier shall furnish Material Safety Data Sheet (MSDS) covering all information relating to human safety and environmental impact of the hazardous material particularly during their transportation, storage, handling and disposal.
- g) The Liquid Oxygen tanker shall be sent along with the cleaner, which is mandatory as per Factory Act of Maharashtra.

**2. PROVISION FOR RESERVATION TO MSE - MANUFACTURERS:**

- i. Techno-commercial Qualified MSEs Manufacturer will be considered for the supply of 25% of requirement in case of emerged L1 bidder is other than MSEs Manufacturer and MSEs Manufacturer quoted prices are in the bracket of L1+15% and agree to match with L1 prices. If more than one MSEs Manufacturer fall under such criteria, then this 25% shall be distributed proportionally. This preference shall not be applicable where MSE Manufacturer is L1 firm. 4% & 3% out of 25% will be awarded to MSEs owned by SC / STs & MSEs owned by women entrepreneurs under the above criteria for reservation of quantity for award to MSEs manufacturer.
- ii. MSE - Manufacturers must submit valid MSE registered certificate along with all pre-qualification documents as applicable to this tender.
- iii. MSE – Manufacturers doing trading activity of tendered item are not eligible to avail benefits of PPP order 2012 for MSEs.
- iv. MDL reserves the right to verify the authenticity for being MSE registered for the item whenever felt necessary.

**3. PRE-QUALIFICATION DOCUMENTS & CRITERIA:**

Bidders should upload the scanned copies of following documents along with their offer:

- a. Bidders Company Profile and Shop & Establishment registration certificate or registration certificate from local bodies for conducting business.
- b. PO copy with work completion certificate executed in last three years for supply of liquid oxygen.
- c. Bidders should submit valid letter from original Manufacturer stating that they are the authorized Dealers / Distributors of OEM or shall submit authorization letter from OEM to quote for this tender and supply.

Note:

- 1. MDL registered bidders need not upload the documents mentioned at a) above. However, Documents mentioned at b), c) and d) are mandatory for every bidder. MDL has a right to verify / cause verification of authenticity of the said documents whenever felt necessary. MDL reserves the right to ask for hard copies of above documents.
- 2. Bidders registered with Mazagon Dock Shipbuilders Limited should upload a scanned image of valid registration certificate.

**4. EARNEST MONEY DEPOSIT (EMD) / BID BOND: Not Applicable.****5. VALIDITY PERIOD:**

Bids / Offers shall have the validity period of 120 days from the tender closing date. A bid valid for a shorter period will be liable for rejection. In case of shorter validity period quoted by any bidder, technically accepted bidder will be given opportunity to accept validity as per tender. In case of Non-acceptance of validity as per tender term thereafter, the firm's offer will be rejected by MDL as non-responsive.

**6. ON LINE SUBMISSION OF BIDS IN TWO - BID SYSTEM:**

Offer must be uploaded in two parts through e-tendering system. Bidders are requested to log on to our e-procurement portal "<https://eprocuremdl.nic.in>" for on-line submission of bids against above tender.

**A. Part-I Techno Commercial Bid:**

It shall contain the technical details, commercial terms/conditions of supply (without mentioning price), Un-priced format stating "Quoted" or "Not Quoted" or "NOT Applicable" BUT WITHOUT MENTIONING PRICES against each item of price format/Rate sheet, Acceptance forms for Tender Enquiry Form (TEF), General Terms & Conditions (GT&C) and Standard Terms & Conditions (STACS), with details of deviations on technical/commercial terms if any, EMD in appropriate mode and other requirements specified in Tender document with proper authorization. Firm should upload their technical offer detailing complete Technical Specification as relevant at Part-I of e-tender in pdf format against our Tender Technical Specifications.

**Following should be uploaded:**

- i. Technical Bid in PDF format on your letter head clearly indicating the offer ref. & date to be attached.
- ii. Acceptance on clauses of Tender Enquiry, GT&C and STACS in the Prescribed Formats duly stating 'Accepted OR Deviation' as applicable for each of the clause.
- iii. Un-price bid format clearly indicating 'QUOTED / UNQUOTED' as applicable against the item in the prescribed format along with applicable taxes in percentage.
- iv. Deviation Sheet if any, shall be uploaded on line in the prescribed format in case of any deviations from Terms, Conditions & Technical requirements specified in the STACS, Tender Enquiry and GT&C.
- v. **Pre-qualification Documents** as described above at para 3 above.
- vi. **Duly filled declaration / certificate as per Annexure-A towards compliance of Public Order on Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017.**
- vii. Copies of valid Registration or Approval certificates in case of Bidder's firms registered with MDL / NSIC / MSME / ISO shall be uploaded on line.
- viii. Bank details for payment by RTGS / NEFT / ECS in the format to be uploaded.
- ix. Bidder shall abide by all the Tender Enquiry Form (TEF), Standard Terms And Conditions of Supply (STACS), General Terms & Conditions (GT&C), Official Secret Act, Safety clause etc. Acceptance formats as per Enclosures contained therein whose acceptance should be properly filed.
- x. In the event we do not receive acceptance format duly filled for Tender Enquiry Form (TEF), Scope of supply & QA requirements, General Terms & Conditions (GT&C), Standard Terms & Conditions (STACS), Statutory requirements, Official Secret Act 1923 & Safety clause it shall be construed that all the tender terms & conditions are acceptable to you.
- xi.

**B. Part-II Price Bid:**

- i. **A standard BOQ (Rate Sheet) format** has been provided with the tender document to be filled by all the bidders for tendered item. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. Bidders are required to download the BoQ file, open it and complete the while colored (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected. Please refer replica of rate sheet at **Enclosure 2** for reference only.

**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 note that they shall not be provided any opportunity to rectify these conditions / deviations post bid opening;
  - i. Bids received in any other form other than e-procurement format.
  - ii. Bids received after tender closing date and time.
  - iii. Bidders who are debarred under PPP MII order 2017, GeM, CPP including Tender holiday issued by MDL.

- B.** For the following conditions (other than non-negotiable conditions indicated at 8.1), equal time & 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, failing which their bids shall be rejected in following cases.
- i. Bidder's failure to submit sufficient or complete details for evaluation of the bids within the given period depending on the deficiencies noticed in the bid.
  - ii. Incomplete / misleading / ambiguous bids in the considered opinion of TNC.
  - iii. Bids with technical requirements and or terms not acceptable to MDL.
  - iv. Bids received without pre-qualification documents / Bids not meeting the pre-qualification parameters stipulated in the tender enquiry.
  - v. Unreasonably longer delivery period quoted by the firm.
  - vi. Validity period indicated by bidders is shorter than that specified in the tender enquiry.
  - vii. Bidders not agreeing to furnish Guarantee / Warranty obligations.
  - viii. Bidders not agreeing to furnish required Security Deposit till validity as mentioned in the tender.
  - ix. Bidders offering Price variation clause.
  - x. MSE - Manufacturers not submitting valid MSE registered certificate and fail to submit all pre-qualification documents as applicable to this tender.
  - xi. In case MSE - Manufacturers declared information on Udyam Registration is found to be wrong or not matching with actual information submitted.
  - xii. Non-submission of Compliance Certificate (as per **Annexure-A**) w.r.t Land Boarder Clause as per the enclosed format. (Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017)
  - xiii. Bidders (other than original Manufacturer) not submitting valid letter from original Manufacturer stating that they are the authorized Dealers / Distributors / authorized to quote for this tender and supply.

**8. PRICING:**

- a. Bidders shall quote the prices in the online price bid sheet (BOQ) of the tender enquiry for delivery of the item in MDL stores on door delivery basis.
- b. The prices quoted shall remain firm and fixed during the currency of the order / contract till the execution of the total quantity on the order / contract. No increase shall be permissible on any account after finalization of the order / contract till delivery of total quantity of the order / contract.
- c. In case of any discrepancy in the Un-price Bid Format and actual On-line Price Bid (BOQ) after opening of the Price Bids, the details (Taxes, duties and any charges) mentioned in the On-line Price bids shall prevail over the details in blank rate schedule format for ranking and evaluation purpose.
- d. However, in case of any deviations, the negotiated terms and conditions acceptable to MDL before Price Bid opening shall prevail over the above.

**9. TERMS OF PAYMENT:**

- a. 100% within 15 - 20 days of receipt & acceptance of material in MDL against progressive order. The date of receipt and acceptance of the material by MDL will be considered as start date for releasing payment.
- b. Payment for the value of supplies, as reduced by any deductibles and/or the amount leviable towards liquidated damages, if any and after including taxes, duties, service tax etc. shall be made through RTGS /NEFT between 15 to 20 days after receipt and acceptance of the items as per the ordered terms against submission of documents. Bidders shall furnish all the necessary details like name of the bank / branch, branch code No, bank account no in their technical bid as per the RTGS/NEFT/ECS format provided with the tender enquiry
- c. Payment shall be made as per actual quantity received and accepted. The bills to be addressed to DGM (C-MP) and should be forwarded / submitted to Invoice Receipts Section located at South Yard Gate, opposite to Reception Centre, Mazagon Dock Shipbuilders Ltd, Dockyard Road, Mumbai: - 400010.

**Note:**

1. **E-invoice:** Vendors shall submit E-invoice if they fall under the category of registered persons notified under Rule 48(4) of GST Act.

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

2. **TDS Declaration:** successful bidder shall submit the TDS declaration in format along with their invoice. Format of TDS declaration is annexed at **Annexure-B**

d. **MSME vendor Payment through TReDS:**

"In order to address the financial needs of MSE firms, GoI has introduced a platform for facilitating the financing of trade receivables of MSMEs from buyers, through multiple financiers which is termed as Trade Receivables Discounting System (TReDS). At TReDS, auctioning of invoices at competitive & transparent environment is done by financiers based on Buyer's credit profile.

- i. MDL is registered on the "Invoicemart" TReDS platform and and M1xchange of M/s Mynd Solutions Pvt Ltd.

MSE bidders desirous to receive payments through TReDS platform may avail the facility if they are already registered on

- "Invoicemart" TReDS platform or by registering on it.  
Contact details at "Invoicemart" TReDS platform are as below:  
[022 6235 7373](tel:02262357373) and a new mail id [service@invoicemart.com](mailto:service@invoicemart.com).
- "M1xchange" TReDS platform or by registering on it.  
Contact details at "M1xchange" TReDS platform are as below:  
+91 9920455374 MsAshwathi Jayandran email id  
[ashwathi.jayandran@m1xchange.com](mailto:ashwathi.jayandran@m1xchange.com)  
+91 8839915724 Ms Prinyaka Shah email id [prinyaka.shah@m1xchange.com](mailto:prinyaka.shah@m1xchange.com)

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

Note: Format for the declaration for TDS has to be submitted as per Annexure – B annually after the award of the contract.

## **10.DELIVERY PERIOD / COMPLETION SCHEDULE:**

- a. The quantity indicated in the tender is tentative for supply of items for two years. The actual requirement will be intimated by MDL user department on as and when required basis through email / fax / phone, one day in advance.
- b. Time is the essence of the contract. Material shall be delivered within one week from the date of intimation through email / fax / phone. Bidders are requested to confirm the delivery schedule in their offer.
- c. CONSIGNEE: The Successful bidder/s shall supply the material on door delivery basis to MDL on working days (Monday to Friday) between 8.00 hrs to 15.00 hrs (Lunch Time 11.30 to 12.00 hrs). In case truck/tempo reaches our yard beyond above time the same may be retained over night at your risk & cost.
- d. SUPPLY ON MDL HOLIDAYS: Request for permission for delivery on Saturday / Sunday / holidays if required, should be submitted 3 working days prior to the date of holiday.

**11.GUARANTEE: NA****12.PERFORMANCE BANK GUARANTEE: NA**

**13.Consignee:** The Successful bidder/s shall arrange dispatch of goods by appropriate mode of transport as per the order to MDL's Store, Dockyard Road, Mumbai-400010, on working days (Monday to Friday) between 8.00 hrs to 15.00 hrs (Lunch Time 11.30 to 12.00 hrs). In case truck/tempo reaches our yard beyond above time the same may be retained over night at your risk & cost.

Note: An advance copy of invoices along with other relevant documents shall be forwarded to the purchaser sufficiently in advance to avoid demurrage. In case of door delivery orders, the supplier shall categorically direct the transporter to deliver the ordered items without insisting for consignee copy of the Lorry Receipt.

Following document should be submitted in triplicate ;along with material: -

Delivery challan (Passed Inn by CISF),  
Purity Test certificate  
Packing list  
Invoice

**14.TOLERANCE: NA****15.INSPECTION:**

- a. **Receipt Inspection:** MDL user dept / Inspection Section shall carry out necessary inspection of the items on receipt in the MDL on the basis of appropriate MDL Inspection system requirements & the Inspection documents submitted by suppliers. Any objection raised by MDL inspection team against quality of material or workmanship shall be satisfactorily corrected by the supplier at his expenses including replacement as may be required within shortest possible time within 30 days. Items damaged during transit shall also be rectified or replaced by the supplier within shortest possible time.
- b. **Rejection of the material:** Any portion of the supply found defective/rejected, the supplier shall collect the same at his cost from the MDL Yard, all incidental charges being born by supplier, (inclusive of custom duty, if payable), within 30 days from the date of intimation to the supplier of such rejection. The MDL reserves the rights to dispose off the rejected item at the end of a total period of 90 days in any manner, to the best advantage to the MDL& recover storage charges & any consequential damages, from sale proceeds of such disposal.
- c. The successful bidder should ensure the following documents along with the supply to ascertain the smooth inspection & timely payment of the materials
  - (i) Delivery challan (Passed Inn by CISF),
  - (ii) Each supply of gases should submit Purity test certificate as per our specification of gas.

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

- a. The successful bidder shall have to submit Security Deposit cum Performance Bank Guarantee for an amount of 3% of the Order / Contract excluding taxes, duties, freight etc. in the form of Bank Guarantee drawn in favor of MAZAGON DOCK SHIPBUILDERS LIMITED or Electronic payment through NEFT/RTGS to MDL's account. ECS / Bank Guarantee should be from First Class Banks (**Refer MDL website for list of First Class Banks**). The ECS transaction receipt/ BG towards Security Deposit (SD) / BID BOND shall be forwarded to GM (M), in sealed envelope, so as to reach within 25 MDL working days from date of Order. No interest will be paid on Security Deposit. The SDBG shall be in the prescribed format as given in the Annexure and should be valid for BRC contractual period of 24 months + 4 weeks.
- b. In case of delay in submission of Security Deposit cum PBG, interest will be levied at the rate of SBAR [State Bank Advance Rate (Prime lending rate of SBI)] + 2% for the delayed period.



- c. Please note that MDL does not extend any concession such as exemption in payment of Security Deposit etc. to any organization irrespective of their status like registration with MDL, NSIC, SSI, etc. PSU can submit Indemnity Bond in lieu of Security Deposit.
- d. In case of failure to submit Security Deposit cum PBG within 25 days from the date of order placement, EMD submitted will be forfeited and that there is likelihood of cancellation of the order and invocation of risk purchase clause.
- e. The Security Deposit cum PBG will be returned only after successful execution of the order and shall be interest free.
- f. In the event of failure to execute the order satisfactorily, the Security Deposit cum PBG will be forfeited by MDL.
- g. An option of payment directly on MDL website is also available. Bidders are requested to avail the following facility at the below link: MDL website [www.mazagondock.in](http://www.mazagondock.in) > Online Payment > Tender.
- h. SD cum PBG format is attached at **Enclosure-9**

**17. LIQUIDATED DAMAGES:**

Time is an essence of the contract therefore the job, as ordered, should be completed on the dates mutually agreed upon in accordance with the delivery schedule. In cases of delay not attributable to Purchaser beyond the agreed schedule, the Vendor / Contractor shall pay liquidated damages, a sum representing 0.5% (Half per cent) per week or part thereof of the order value, subject to maximum of 5% of the order value for the undelivered portion.

**18. GST COMPLIANCE:**

- i. GST as per GST Laws shall be payable extra as quoted and agreed.
- ii. In case of purchase of goods/ services from unregistered dealer under GST Laws, GST will be paid by MDL under reverse charge mechanism.
- iii. Benefits from reduction in rate of tax/ ITC is required to be passed on to consumer. Where "applicable GST" has been quoted as extra, Goods and service providers (except un-registered dealer 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.
- iv. 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 Law 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 in MDL or any loss due to delay in availing ITC by MDL loss of ITC to MDL due to errors by vendors at any stage. MDL reserves right it recover any such interest, penalty or loss from any amount due to Supplier/ Contractor or otherwise.
- v. 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 Law due to non / delayed receipt of goods and / or services and / or tax invoice or expiry of timelines prescribed in GST Law 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.
- vi. 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 these verticals involved in supply of goods and/or services. MDL GSTIN is 27AAACM8029J1ZA and shall mention the same while invoicing and avoid any data entry error on GST portal.
- vii. 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).

- viii. If the vendor is registered under GST, vendor shall file all applicable returns under GST Law in the stipulated time & any losses of tax credit to MDL arising due to delay in filing will be recovered from their invoice wherever MDL is eligible to avail tax credit. Any default towards payment of tax and / or uploading of monthly returns by supplier/contractor, MDL retains right to withhold payments towards tax portion until the same is corrected & complied by the supplier/contractor with the requirement of GST along with satisfactory evidence.
- ix. The rate sheet enclosed with the tender will indicate the rates to be entered under each head whenever 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).
- x. If the GST rating of supplier /contractor on GST portal / Govt. website is found to be negative / blacklisted then MDL shall reimburse GST to the vendor only after he makes the payment of GST and fulfils all requirements as per GST Law for successful availment of ITC by MDL. Further, MDL is entitled to deduct / recover such GST along with penalties / interest, if any, incurred by MDL.
- xi. If the vendor is registered under GST, vendor shall be responsible for financial and non-financial consequences in case of non- compliance of GST provisions / requirements / timelines on their part. MDL shall pay the applicable GST taxes to the vendor at actual & supplier/contractor shall pass on the reduction in prices to MDL on account of change in the tax structure.

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

#### **19.LOADING CRITERIA:**

Deviations sought by the bidder in respect of variation in techno-commercial terms, shall be negotiated before price bid opening for normalization and thereafter the deviations acceptable to MDL will be loaded on the bidder/s quoted price during evaluation for ranking purpose. The loading criteria given below will be adopted:

- a. Payment Terms - It is desirable that the bidder accepts the Payment Terms indicated. Varied payment terms quoted by bidders as compared to the terms stated in the Tender document shall be normalized by adopting the SBAR [State Bank Advance Rate (Prime lending rate of SBI)] + 2% thereon on the amount(s) at variation and/or for the period (in no. of days) at variation.
- b. Delivery of the goods at MDL premises should be responsibility of the supplier. However, for unavoidable reasons, if bids are exclusive of transport and / or insurance, the same will be added at the cost to be incurred by MDL.
- c. For the additional delivery period sought by the bidder over the stipulated date of delivery as per Tender, 0.50% per completed week will be loaded to the quoted price.
- d. Deviations sought in respect of rate per week and / or maximum ceiling in respect of liquidated damages shall be loaded to the quoted price. For example, the maximum ceiling towards liquidated damages stipulated in the Tender is 5% and the bidder seeks to limit it to, say 3.50% then the price quoted will be loaded by 1.5%. If the rate of LD per week is 0.50% per week or part thereof as per tender and the bidder seeks it as, say, 0.40% per week or part thereof, the maximum ceiling on LD as per tender will first be equated to weeks (10 weeks in this case) and the rate proposed by the bidder i.e. 0.40% will be multiplied by the so equated maximum period (which works out to 4%) and the quoted price will be loaded accordingly by 1%. Delivery being the essence of the contract, it is desirable if the bidder(s) adhere to the stipulated clause.

**20. Ranking of bids:**

- a. Ranking of Price bids shall be done on the basis of "prices exclusive of GST" on overall lowest price basis after normalizing for deviations, i.e. Techno-commercially qualified lowest bid (GST shall be excluded for ranking of bids to determine L-1 vendor) will be considered for ordering purpose.
- b. If any variations in statutory levies, the break up in respect of taxes, duties and levies is clearly and separately furnished in the bid and MDL is satisfied that the rates of taxes indicated therein are in line with the tax law so that escalation due to variation in the taxes can be justifiably considered to the extent legitimately allowable on the base amount(s) indicated in the bid. Therefore, bidder is requested to show the break up regarding taxes as applicable in the bid.
- c. In the case of composition dealer, since composition dealer is not allowed to charge GST, in such case, evaluation of bid will be on the price quoted by bidder.
- d. In case of purchase of goods/ services from unregistered dealer under GST Laws, GST will be paid by MDL under reverse charge mechanism.

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

**21. FREAK LOW QUOTES: NA****22. RISK PURCHASE & ORDER CANCELLATION:**

In case of delay beyond the contractual delivery period, MDL reserves the right to cancel the order and procure the ordered material from any other available source at MDL's option and discretion and entirely at your risk and cost. Extra expenditure incurred by MDL in doing so will be recovered from you. MDL also reserves the right to cancel the order at your risk and cost if the progress of work is not considered satisfactory and it is felt that you are not likely to meet the contractual delivery date.

**23. OPTION CLAUSE:**

MDL retains the right to place orders for additional quantities up to a maximum of 50% of the originally contracted quantity at the same rate, terms and conditions of the contract subject to satisfactory performance of the supplier. Such an option shall be available during the original period of contract. Option quantity during extended Delivery period is limited to 50% of balance quantity after original delivery period.

- 24.** MDL reserves the right to consider placement of Order, in part or in full, against the tendered quantity.

**25. CONTRACT EXTENSION CLAUSE:**

The contract period is for 2 years. MDL retains the right to extend the contract further for a period of 3 months at the same rate, terms and conditions of the contract subject to satisfactory performance of the supplier.

**26. MODIFICATIONS TO THE BIDS:**

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

- 27. 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 reps of both MDL as well as Contractor. Executive in the rank of Chief Manager and above shall be the nodal executive of the User Department.

**28. Breach of Obligation Clause with respect to Bid Submitted:**

In case of breach of any obligation mentioned under, the bidder shall be disqualified /debarred from the bidding process for a period of one year from the date of notification,

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

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

**29.**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.

**30.PUBLIC GRIEVANCE CELL:**

A Public Grievance Cell headed by **Shri R R Kumar, GM (Tech)** has been set up in the Company. Members of public having complaints or grievances are advised to contact him on Wednesday between 10.00 hours and 12.30 or send their complaints / grievances to him in writing for redressal. His telephone no. is 022-**23763512 / 23723426**. 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 support to impose any conditions at variances with the tender terms/ final negotiated & accepted terms.

**32.CONTACT PERSON FOR CLARIFICATION:**

In case of any clarifications, bidders are 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.

Yours faithfully,  
For MAZAGON DOCK SHIPBUILDERS LTD,

A K Shukla  
Chief Manager (C-MP)  
Material – Purchase  
Ph No : 022 – 23763249  
Email : akshukla@mazdock.com

**ENCLOSURES:**

- Enclosure – 1 – Documents to be uploaded
- Enclosure – 2 – Rate Sheet format for e-tender
- Enclosure – 3 – Instruction for e-tendering.
- Enclosure - 4 - (GT & C)
- Enclosure - 5 - (STACS)
- Enclosure - 6 - Illustration for Loading Criteria
- Enclosure - 9 - SD cum PBG Format
- Annexure – A - Declaration of Compliance of Order GFRs, 2017.
- Annexure – B - Format for the declaration for TDS.

**Uploaded on e-procurement portal:**

- i. TEF Acceptance form
- ii. GT & C Acceptance form
- iii. STACS Acceptance form
- iv. Un-price Bid form
- v. Vendor details form
- vi. Price Bid Sheet (BOQ)

The following reference documents and formats are available on MDL website [www.mazdock.com](http://www.mazdock.com) (path: [Tenders](#)>>[Shipbuilding](#)>>[Material Purchase](#)>> [SB-MP Notification](#) >>)

- i. Proforma Bank Guarantee for EMD, SD.
- ii. RTGS / NEFT Format.
- iii. Statutory requirements, Official Secret Act 1923 & Safety clause.
- iv. Make in India declaration by bidder.

**DOCUMENTS TO BE UPLOADED**

1. Bidders Company Profile and Shop & Establishment registration certificate or registration certificate from local bodies for conducting business.
2. Bidders registered with Mazagon Dock Shipbuilders Limited should upload a scanned image of valid registration certificate.
3. Pre-qualification documents as applicable to this tender.
4. Bidders other than Original Manufacturer should submit **valid letter from original Manufacturer** stating that they are the authorized Dealers / Distributors of OEM or shall submit authorization letter from OEM to quote for this tender and supply.
5. Copy of PAN card.
6. GST Registration Certificate along with declaration of type of GST registration (GST Reg, Composite Reg or GST not Reg).
7. TE Acceptance form
8. GT & C Acceptance form
9. STACS Acceptance form
10. Un-price Bid Form
11. Vendor details Form
12. BOQ - Price Bid Rate Sheet
13. 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, per **Annexure A**.
14. Format for the declaration for TDS as per **Annexure – B** to be submitted **annually after the award of the contract**.

**ILLUSTRATIVE RATE SHEET FORMAT FOR E-TENDER**

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

<b>Tender Inviting Authority: MATERIAL PURCHASE DEPT.</b>										
<b>Name of Work: Supply of liquid oxygen</b>										
<b>Tender No: xxxx</b>										
<b>Bidder Name :</b>										
<b>PRICE SCHEDULE</b>										
<b>(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only )</b>										
<b>NUMBER #</b>	<b>TEXT #</b>	<b>TEXT #</b>	<b>NUMBER #</b>	<b>TEXT #</b>	<b>NUMBER #</b>	<b>NUMBER</b>	<b>NUMBER #</b>	<b>NUMBER #</b>	<b>NUMBER #</b>	<b>TEXT #</b>
<b>Sr. No.</b>	<b>Item Description</b>	<b>Material No.</b>	<b>Quantity</b>	<b>UoM</b>	<b>BASIC UNIT RATE In Figures To be entered by the Bidder Rs.</b>	<b>CGST+SGST/IGST in %</b>	<b>TOTAL AMOUNT (with Taxes)</b>	<b>TOTAL AMOUNT (Without Taxes)</b>	<b>TOTAL AMOUNT per unit (With Taxes)</b>	<b>TOTAL AMOUNT (In Words with taxes)</b>
<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>9</b>	<b>12</b>	<b>13</b>	<b>14</b>	<b>15</b>
1	Liquid Oxygen	19203001	10000	M <sup>3</sup>			0.00	0.00	0.00	INR Zero Only
<b>Total in Figures</b>						<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	INR Zero Only	
<b>Quoted Rate in Words</b>										

**Instructions to the Bidders for uploading the Techno-Commercial Bid and the Price Bid through E-Procurement Portal:****• Official service provider for the website is**

NIC,  
E-mail: eproc-support@gov.in  
Office Ph. No.: 0120-4200462, 0120-4001002,

**• Pre-requisites for up-loading the Techno-Commercial Bid**

- (i) Compatible computer hardware software set-up to access e-procure website.
- (ii) "Digital Signature Certificate" class II B (DSC) is a must for downloading the tender and uploading the techno commercial offer from our website <https://eprocuremdl.nic.in>.
- (iii) "Digital Signature Certificate" class III B (DSC) can be obtained from our service provider n-code solutions or from any agency like (a) MTNL (b) TCS (c) SIFY.

**• To ensure availability of above prerequisite is bidders responsibility**

- (i) It is mandatory to upload the complete techno-commercial offer and the price bid on e-procurement.
- (ii) No part of the bid other than original EMD (if applicable) shall be accepted physically / hard copy outside e-procurement.
- (iii) Price bids shall strictly be uploaded in appropriate / allotted place in the tender, available in e-procurement so that it remains secured encrypted unreadable in the system.
- (iv) In no circumstances, the price bids shall be forwarded or uploaded in any other form.
- (v) Entire responsibility of the uploading of the complete techno-commercial bid along with the price bid shall be that of the bidder.
- (vi) No request / complaint shall be entertained after the due date/time of the tender.
- (vii) Non availability of any of the prerequisites or last minute calls seeking clarifications / projecting problems shall not entitle a bidder to seek request for extension of due date.
- (viii) Any problem with regard to uploading of the tender to shall be intimated NIC at least 24 hours in advance to the tender closing time & date. However, it will not be considered as reason for extension of due date of the tender.
- (ix) Request for extension, if at all to be made, shall be forwarded at least 3 working days in advance to the tender closing date / time with proper reasoning. The request shall be put up to the competent authority for consideration on the merit of the case. MDL reserves all rights in this regard & decision of MDL shall be binding to the applicant.

**It is important to note that the bidders can upload their bids right from the time the tender is available at website. It is advisable that the bidder uploads the bid well in time rather than wait till last minute to avoid situations wherein he is unable to successfully upload the bid for various reasons which cannot be addressed then due to lack of time.**



- **Special instructions to Bidders for online bidding:**

- (i) Bidders should login well in advance to enable them to complete their bid submission before the closing time of the tender.
- (ii) Bidders should submit their bid well in advance to avoid last minute frantic calls.
- (iii) Bidders should follow all the instructions enlisted on the front page of e-procure web page.
- (iv) Bidders should ensure Hardware & Software compatibility as well as Digital Signature available on front page of e-procure web site. Request for extension of due date shall not be entertained due to non-availability of these tools.

- **Bidders to participate in on-line bidding**

- (i) By registering with above referred portal for User ID and password.
- (ii) By obtaining class II DSC (Digital Signature Certificate) for secured bidding

**NOTE:** In case any vendor intending to respond against the tender and is not having the DSC to facilitate uploading of his bid, should approach the Service Provider at least 10 working days in advance of the tender closing date requesting DSC. The request so made to the Service Provider should simultaneously be forwarded to MDL Dealing Officer. In case the DSC is not received within 3 to 4 working days, the GM (M) be informed and the DSC if not received from the Service Provider three working days in advance, for suitable extension to tender closing date then only the tender due date shall be considered.

**GENERAL TERMS & CONDITIONS (GT&C)****A10. BLANK****A20. SECURITY DEPOSIT**

A21. The successful bidder shall submit a Security Deposit @ 5 % of the contract / order value (excluding taxes, duties, freight, service component) of the Order in the form of Demand Draft / Bank Guarantee in the prescribed format in favour of Purchaser within 25 days from date of Contract. The Security Deposit will be returned only after the successful execution of the order / contract. Refund of Security Deposit whenever considered admissible by the Purchaser, shall be without interest only.

**A30. FORFEITURE OF EMD / BID BOND**

A31. In cases of withdrawal of bid during validity period or during any extension granted thereof, non acceptance of agreed conditions of Technical and or Commercial and or Price Negotiations, non-submission of the security deposit and / or non-acceptance of the order the EMD or bid security will be forfeited or encashed as the case may be.

**A40. FORFEITURE OF SECURITY DEPOSIT**

A41. Non-performance of agreed terms and or default/breach by Bidder/Supplier/Contractor will result in forfeiture of security deposit with application of risk purchase provisions as felt appropriate by the Purchaser.

**A50. FORFEITURE OF PERFORMANCE GUARANTEE**

A51. In the event of Bidder/Supplier/Contractor failure to attend the Guarantee defects within a reasonable period of time, the Performance Bank Guarantee will be encashed by the Purchaser. The Purchaser's decision shall be final and binding on Bidder/Supplier/Contractor in this regard.

**A60. SUPPLIES**

A61. The equipment / products / items / Services to be supplied shall be strictly in accordance with the Drawings / Specifications / Requirements indicated in the Tender Enquiry / Order with deviations, if any, as mutually accepted.

**A70. PROGRESS REPORTING & MONITORING**

A71. Where so stipulated in the order, the Bidder / Supplier / Contractor shall render such reports from time to time as regards the progress of the contract and in such a form as may be called for by the Purchaser.

**A80. CANCELLATION OF ORDER**

A81. The Purchaser reserves the right to cancel an order forthwith without any financial implications on either side, if on completion of 50% of the scheduled delivery/Completion period the progress of manufacture/Supply is not to the satisfaction of Purchaser and failure on the part of the Bidder/Supplier/Contractor to comply with the delivery schedule is inevitable. In such an event the Bidder/Supplier/Contractor shall repay all the advances together with interest at prevailing bank rates from the date of receipt of such advances till date of repayment. The title of any property delivered to Purchaser will be reverted to the Bidder/Supplier/Contractor at his cost.

A82. In case of breach / non-compliance of any of the agreed terms & conditions of order / contract. MDL reserves the right to recover consequential damages from the Supplier / contractor on account of such premature termination of contract.

A83. In case of delay beyond agreed period for liquidated damages or 10weeks from contractual delivery period whichever is earlier, MDL reserves the right to cancel the order and procure the order items / services from any available source at MDL's option & discretion and entirely at your risk and cost. Extra expenditure incurred by MDL in doing will be recoverable from Bidder/Supplier/Contractor.

**A90. PRESERVATION AND MAINTENANCE**

A91. Should any material require any preservation till its final installation/fitment, the detailed procedure (Long term & short term) for the same as also the time of interval after which the state of preservation needs to be reviewed is to be stated by the Bidder/Supplier/Contractor.

A92. Further the de-preservation prior to the material/equipment being commissioned and the maintenance procedure together with its periodicity is also to be indicated by the Bidder / Supplier / Contractor.

A93. The Bidder / Supplier / Contractor in their offer must confirm that indigenous oil; lubricants and preservatives, etc. can be used in the equipment. The bidder must also give assurance that the equipment performance will not be downgraded by use of indigenous equivalents

**A100. FREIGHT AND INSURANCE**

**A101. For Indigenous Bidders** In cases where the offers are for 'Door Delivery to Purchaser,' transit freight & Insurance charges shall be borne by the Bidder / Supplier / Contractor.

In other agreed cases of Ex-works / Ex-Transporter's warehouse or Railway godown offers, the Bidder / Supplier / Contractor on dispatch, shall give details of materials with despatch particulars and their value in time to Purchaser's Insurance Company on the contact details as provided in the order. In such agreed cases, the freight & insurance charges will be paid by the purchaser directly to the parties concerned.

**A102. For Foreign Bidders**

For overseas supplies on FOB port of dispatch basis, Transit Insurance shall be arranged by the Purchaser. The Bidder / Supplier / Contractor shall immediately on despatch of the items, inform all relevant details of despatch such as Order number, Bill of Lading/AWB number, number of packages, value of consignment, invoice number in time directly to Purchaser's Insurance

Company & Purchaser 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.

**A110. TAXES & DUTIES / STATUTORY LEVIES**

**A111.** Taxes and duties applicable, if any, shall be regularized by MDL by issuing necessary exemption certificates in respect of procurement for Defence Projects. Bidder shall indicate separately the taxes and duties applicable in their offer. When the items qualify for exemption partly/fully but the supplier did not avail of the same, the amount of taxes and duties on such supplies shall be to supplier's account. In cases where exemption certificates are not issued for any reason, taxes shall be paid as indicated in the Purchase Order/Contract. Tax deduction at source will be effected wherever applicable (e.g. TDS under Income tax Act, TDS on Works Contract under MVAT Act etc.) from the bills of the Supplier as per statutes. Octroi duty exemption certificate issued by Customer's representative will be provided on Supplier's written intimation with relevant details regarding readiness of items for dispatch. Where payment of Octroi duty is agreed to and stipulated in the Purchase Order / Contract, the same will be reimbursed by Purchaser at actual after receipt of Supplier's bills along with 'Original Octroi paid money receipt' and copy of Form 'B'. Octroi receipts are to be drawn/issued in the name of 'Mazagon Dock Limited' only. Similarly where payment of Custom duty is agreed to and stipulated in the Purchase Order / Contract, the same will be paid by the Purchaser on receipt of supplier's bills along with Custom Certified Duty Paid Challan-Money Receipt in original or carbon copy as relevant. These Challans/ Receipts, Bill of Entry are to be drawn/ issued in the name of 'Mazagon Dock Limited' only. Where payment of VAT is agreed to and stipulated in the Purchase Order / Contract, the same will be paid by the Purchaser. on the basis of Suppliers' TAX INVOICE wherein the VAT TIN Number and declaration in accordance with the provisions of Maharashtra Value Added Tax Act, 2002, is indicated in the Invoice and where payment of Central Sales Tax (CST) is agreed to, the Supplier will be paid CST on the basis of the Invoice indicating particulars of his CST Registration Number and such Invoice should also indicate the VAT TIN Number and CST Number of the Purchaser. Where Central Excise Duty is agreed to be paid by the Purchaser in the Purchase Order/Contract, the Suppliers will be paid Excise Duty claimed in the Invoice on the basis of Central Excise Invoice issued as per Rule 11 indicating the ECC/Excise Registration number to be enclosed along with Commercial Invoice/Tax Invoice. In the case of payment of Service Tax agreed to as per purchase order/contract, the same will be paid on the basis of Tax Invoice indicating the Service Tax Registration number and the category of service for which the contractor/Vendor is registered with the Service Tax Department. A copy of the Service Tax Registration certification will be submitted by the contractor/Vendor as a onetime requirement in support of the Registration number indicated in the Invoices. Based on requirement, the Vendor/contractor may be called upon to produce evidence of validity of the Service Tax Registration at any point of time during the currency of the contract.

**A120. DEMURRAGE**

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

**A130. INSPECTION, TESTING**

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

A132 The decision of the Inspecting Authority or their representatives, as the case may be, on any question of the intent, meaning and the scope of Specifications / Standards shall be final, conclusive and binding on the Bidder/ Supplier / Contractor.

A133. The Bidder / Supplier / Contractor shall accord all facilities to Purchaser's Inspectors / Nominated Agency to carry out Inspection / Testing during course of manufacture / final testing.

**A140. RECEIPT INSPECTION BY MDL**

A141. MDL shall carry out necessary inspection of the items on receipt, on the basis of an appropriate quality assurance system and inspection system requirements along with representative of the Owner. Any objection raised by MDL Quality Control Team against quality of materials or workmanship shall be satisfactorily corrected by the Contractor at his expense including replacement as may be required within shortest possible time within 30 days. Items damaged during transit shall also be rectified/replaced by the Contractor within shortest possible time, payment for which shall be made at mutually agreed rates.

**A150. REJECTION OF MATERIALS**

A151. Should the articles, or any portion thereof of the equipment be found defective / rejected, the Bidder / Supplier / Contractor shall collect the same from the Purchaser's Stores, all incidental charges being borne by him (inclusive of Custom duty, if payable), within 30 days from the date of intimation to the Bidder / Supplier / Contractor of such rejection. The Purchaser reserves the right to dispose off the rejected items at the end of a total period of 90 days in any manner to the best advantage to the Purchaser and recover storage charges and any consequential damages, from sale proceeds of such disposal.

**A160. TECHNOLOGICAL DEVELOPMENTS / MODIFICATIONS**

A161. The Bidder / Supplier / Contractor shall unconditionally and free of cost to the Purchaser transfer information on technological developments / innovations / modifications which the Bidder / Supplier / Contractor would evolve in future (within 3 years) in relation to the supplied equipment. To enable this, the Purchaser's address shall be added to the Bidder / Supplier / Contractor 's mailing list or database or any other document maintained for dissemination of product information and the Purchaser shall be informed of the action taken in this regard. If such improvements / modifications are brought in by the Bidder / Supplier / Contractor's Design Department in the course of manufacture of equipment ordered by the Purchaser, the Bidder / Supplier / Contractor shall incorporate such improved versions in the equipment without any extra cost to the Purchaser under Purchaser's prior consent.

A162. If the Purchaser be desirous of getting incorporated all post supply modifications / improvements arising out of technological developments to the original equipment supplied by the Bidder / Supplier / Contractor, the Bidder / Supplier / Contractor, shall quote for and carry out all such modifications to the equipment.

A163. Where the whole or a portion of the equipment has been specifically developed by the Bidder / Supplier / Contractor for the Owner and the latter would through the Purchaser be bearing the entire or part of the development cost incurred by the Bidder / Supplier / Contractor, the design rights for the whole or portion thereof, of the equipment as appropriate, shall vest in the Owners.

A164. Prior approval of the Owner should be obtained before similar articles are sold / supplied to any other party other than the Owner. If such approval is given and sale is effected, the Bidder / Supplier / Contractor shall pay to the Owner royalty at the rate mutually agreed to.

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

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

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

**A180. BANK GUARANTEE / INSURANCE COVER FOR FREE ISSUE MATERIAL**

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 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 to do so is liable for disqualification / debarring of the Sub-contractor / 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, crange 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) (ONLY FOR P15B & P17A PROJECTS)**

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

A212. In case Price Preference is considered, the INDBG shall be for the value equivalent to the difference between quoted value of L1 & negotiated value of L2 (excluding taxes & duties).

**A220. FORFEITURE OF INDIGENIZATION BANK GUARANTEE (INDBG) (ONLY FOR P15B & P17A PROJECTS)**

A221. Non-performance of agreed terms and or default/breach by Bidder/Supplier/Contractor will result in forfeiture of INDBG with application of risk purchase provisions as felt appropriate by the Purchaser.

**A230. PREFERENCETIAL PURCHASE FROM MSE VENDORS**

MDL has right to place order on MSE 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, extant guidelines shall be followed. Presently Circular No. S.O. 581(E) dated 23.03.2012 is applicable.

**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**
241. In case after opening of price bid of technically cleared firms, it is noted that L-1 firm has quoted very low rates and indicates to withdraw from the tender then EMD shall be forfeited and firm may be given tender holiday including intimation to other PSUs. If the rates quoted are less than MDL estimates by 40% or so and if the difference in rate between L1 and L2 is 30% or more then the firm will have to give additional BG of 20% of the PO value as additional security. Bank charges for this additional BG shall be borne by MDL and reimbursed against proof of payment.



**250. INDEMNIFICATION**

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

**260. TRANSFER OF SUPPLIERS / CONTRACTOR'S RIGHTS:**

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

**270. SUBCONTRACT & RIGHT OF PURCHASER**

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

**280. PATENT RIGHTS.**

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

**290. AGENTS/AGENCY COMMISSION:**

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

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

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

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

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

**300. USE OF UNDUE INFLUENCE / CORRUPT PRACTICES:**

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

Purchaser or his nominee to the effect that a breach of the undertaking has been committed shall be final and binding on the Bidder / Supplier / Contractor.

302. The Bidder / Supplier / Contractor shall not offer or agree to give any person in the employment of Purchaser any gift or consideration of any kind as "Inducement" or "reward" for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the contract/s. Any breach of the aforesaid condition by the Bidder / Supplier / Contractor or any one employed by them or acting on their behalf (whether with or without the knowledge of the Bidder / Supplier / Contractor) or the commission of any offence by the Bidder / Supplier / Contractor or by any one employed by them or acting on their behalf which shall be punishable under the Indian Penal Code 1980 and/or the Prevention of Corruption by Public Servants, shall entitle Purchaser to cancel the contract/s and all or any other contracts and then to recover from the Bidder / Supplier / Contractor the amounts of any loss arising from such contracts' cancellation, including but not limited to imposition of penal damages, forfeiture of Security Deposit, encashment of the Bank Guarantee and refund of the amounts paid by the Purchaser.
303. In case, it is found to the satisfaction of the Purchaser that the Bidder / Supplier / Contractor has engaged an Agent or paid commission or influenced any person to obtain the contract as described in clauses relating to Agents / Agency Commission and use of undue Influence, the Bidder / Supplier / Contractor, on a specific request of the Purchaser shall provide necessary information / inspection of the relevant financial document / information.

**310. IMMUNITY OF GOVERNMENT OF INDIA CLAUSE**

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

**320. EXPORT LICENCE**

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

**330. BANNED OR DE-LISTED CONTRACTORS / SUPPLIERS.**

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

**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. ARBITRATION**

351. Any dispute / differences between the parties arising out of and in connection with the contract shall be settled amicably by mutual negotiations. Unresolved disputes/ differences, if any, shall be settled by Arbitration and the arbitration proceedings shall be conducted at Mumbai (India) in English language, under the Indian Arbitration and Conciliation Act, 1996. MDL may prefer to have arbitration through Institutes such as Indian Council of Arbitration (ICA)/Indian Merchant Chambers (IMC), in which case appointment of separate arbitrator by both sides and then appointment of third arbitrator will not be required.
352. In case of unresolved difference / dispute between Purchaser and Supplier, Purchaser being a Public Sector Enterprise, shall be referred by either party to the Department of Public Enterprises, as per extant guidelines.

(Any changes to arbitration clause must be vetted by CS & LE Deptt 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.

**ILLUSTRATION OF LOADING CRITERIA****A.**

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

**B. Financial Loadings:**

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

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

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

**D. Landed cost:**

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

**ENCLOSURE-9**

**PROFORMA BANK GUARANTEE FOR SECURITY DEPOSIT CUM PERFORMANCE**  
(ILLUSTRATIVE FORMAT)

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

IN CONSIDERATION OF MAZAGON DOCK SHIPBUILDERS LIMITED, a Company within the meaning of Companies Act 2013 and having its registered office at Dockyard Road, Mumbai 400010 (hereinafter referred to as the "the Purchaser" which expression shall, unless it be repugnant or contrary to the subject or context thereof, be deemed to mean and include its successors and assigns) having placed an order on Messers ..... a partnership firm/sole proprietor business/a company registered under the Companies Act, 1956 having its Registered office at .....(hereinafter called the Contractor/ Supplier which expression shall, unless it be repugnant or contrary to the subject or context thereof, be deemed to mean and include its successors and assigns) vide order No..... dated..... (hereinafter called "the order" which expression shall include any amendments/alterations to "the order" issued by "the Purchaser") for the supply , delivery at site, installation and commissioning of certain equipment, item/services/civil works etc. as stated in the said Order and the Purchaser having agreed that the Contractor / Supplier shall furnish a security for the performance of the Contractor's / Supplier's obligations and/or discharge of the Contractor's / Supplier's liability in connection with the said order and the Purchaser having agreed with the Contractor/Supplier to accept a performance guarantee, We, ..... Bank having office at ..... (hereinafter referred to as "the Bank" which expression shall includes its successors and assigns) hereby agree to pay to the Purchaser without any demur on first demand an amount not exceeding Rs..... (Rupees.....only) being 3% of the order value against any loss or damage, costs, charges and expenses caused to or suffered by the Purchaser by reason of non-performance and non-fulfilment or for any breach on the part of the Contractor / Supplier of any of the terms and conditions of the said order.

2. We, ..... Bank further agree that the Purchaser shall be sole judge whether the said Contractor/Supplier has failed to perform or fulfil the said order in terms thereof or committed breach of any terms and conditions of the order and the extent of loss, damage, cost, charges and expenses suffered or incurred or would be suffered or incurred by the Purchaser on account thereof and we waive in the favour of the Purchaser all the rights and defences to which we as guarantors may be entitled to.

3. We, ..... Bank further agree that the amount demanded by the Purchaser as such shall be final and binding on the Bank as to the Bank 's liability to pay and the amount demanded and the Bank undertake to pay the Purchaser the amount so demanded on first demand and without any demur notwithstanding any dispute raised by the Contractor/Supplier or any suit or other legal proceedings including arbitration pending before any court, tribunal or arbitrator relating thereto, our liability under this guarantee being absolute and unconditional.

4. We, ..... Bank further agree with the Purchaser that the Purchaser shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said order/or to extend time of performance by the Supplier from time to time or to postpone for any time to time any of the powers exercisable by the Purchaser against the Contractor/Supplier and to forbear to enforce any of the terms and conditions relating to the order and we shall not be relieved from our liability by reason of any such variation or extension being granted to the Contractor/ Supplier or for any forbearance, act or omission on the part of the Purchaser or any indulgence by the Purchaser to the Contractor/Supplier or by any such matter or things whatsoever which under the law relating to sureties would have the effect of relieving us.

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

6. We, ..... Bank also agree that the Bank's liability under this guarantee shall not be affected by any change in the constitution of the Contractor / Supplier or dissolution.....

7. Notwithstanding anything contained herein above:

- i) Our liability under this guarantee shall not exceed Rs.....
- ii) This Bank Guarantee shall be valid upto and including .....; and
- iii) We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before ..... (validity + ---weeks from the date of expiry of this guarantee).

8. This Guarantee shall be governed by Indian laws and the Courts at Mumbai, India shall have the exclusive jurisdiction.

IN WITNESS WHEREOF the Bank has executed this document on this..... day of .....

For ..... Bank  
(by its constituted attorney)

(Signature of a person authorized  
to sign on behalf of "the Bank")



**Annexure "A"**

**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 ..... M/s  
of .....(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 30** of the Public Order on Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017

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

**DATE:**

**Seal / Stamp of Bidder**

**COMPANY NAME on letter Head**

Date:-

**TO WHOMSOEVER IT MAY CONCERN**

**Subject: Declaration in relation to New Provision under Section 194Q, 206AB & 206CC of the Income tax act 961.**

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

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

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

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

Total sales which will be made by **company name** during the FY 2021-22 is exceeding/ not exceeding Rs 50 lakhs.

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

**Signature & Stamp of Authorised representative of Company**