



निविदा पूछताछ
TENDER ENQUIRY

[वेब निविदा]
[WEB TENDER]

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

निविदा सं./Tender No	1200002999	विभाग/Department	EY COMMERCIAL
क्रय अधिकारी/Purchase Exec.	AMIT PRAKASH	क्रय अधिकारी/Purchase Exec.	AMIT PRAKASH
सेवा में/To		दूरभाष सं./Telephone No	23763570
		फैक्स सं./Fax No	23741386
		ई-मेल/E-Mail	amitprakash@mazdock.com
दूरभाष सं./Telephone		निविदा सं./Tender No	1200002999
फैक्स सं./Fax		निविदा तिथि/ Tender Date	01.07.2022
ई-मेल/E-Mail		निविदा बंद की तिथि/Tender Closing Date	21.07.2022
		निविदा बंद होने का समय/Tender Closing Time	12:00:00
		आरएफक्यू सं./RFQ No	2050002830

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		21.07.2022,15:00:00
प्रस्ताव वैधता तिथि है/Offer should be valid up to		
सुरक्षा जमा/Security Deposit		0.00 %आदेश मूल्य का/PO value
वरीय बैंक जमानत /Perf. Bank Guarantee		3.00 %आदेश मूल्य का/PO value

(आगे के विवरण हेतु कृपया सम्बंधित नियम शर्तों को पढ़ें। सुनिश्चित करें कि कोटेशन और संबंधित पत्राचार के लिए विभाग का नाम, क्रय अधिकारी का नाम, निविदा संख्या, बंद होने का समय एवं तिथि एवं आरएफक्यू सं. अपने कोटेशनमें लिखें।

Kindly read and refer relevant terms & conditions for further details. Do ensure to Quote Department Name, Purchase Executive \$ Name , Tender Number, closing date & time and RFQ Number in your Quotation & related correspondence)

प्रिय महोदय/महोदया
Dear Sir / Madam ,

विषय /SUB:- PROCUREMENT OF SCANNER FOR SOT(MBI) OFFICE INDER SOT HEAD FOR P-75

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

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

क्र सं. SL.No.	सामग्री / सेवा विवरण Material / Service Details	मात्रा / इकाई Quantity / unit	आपूर्ति तिथि Delivery Date
00010	सामग्री सं./ Material Number :- 310000000000003766 SCANNER सामग्री वर्णन/Material Description :SCANNER TECHNICAL SPECIFICATION:-	1 Number	19.08.2022

क्र सं. SL.No.	सामग्री / सेवा विवरण Material / Service Details	मात्रा / इकाई Quantity / unit	आपूर्ति तिथि Delivery Date
	<ol style="list-style-type: none">1) BOTH A3 & A4 WITH ADVANCE FEATURE.2) 400 TO 500 IN LINE PDF.3) DOUBLE FEED DETECTION.4) CONTINUOUS MODE.5) AUTO PAGE SIZE DETECTION.6) SKIP BLANK PAGE.7) HIGH VOLUME SCANNING 90 PPM/180 IPM & 40000 DAILY DUTY CYCLES8) A3 & A4 FLATBED OPTIONS-SCAN BOOKS & BOUND MEDIA WITH OPTIONAL FLATBED.9) USB 3.0 CABLE.10) 3 YEARS WARRANTY.11) COMMISSION & INSTALLATION AT SOT OFFICE.		

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

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

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

MAZAGON DOCK SHIPBUILDERS LIMITED
(Formerly known as Mazagon Dock Ltd)
CIN: U35100MH1934GOI002079
(A Government of India Undertaking)
Dockyard Road, Mumbai - 400 010, India.
DIVISION: SUBMARINE
DEPARTMENT: EAST YARD-COMMERCIAL
Tel. No.: +91(022) 2376 2608 Fax: +91(022) 2373 8147.

PART – A
(OPEN TENDER)
(SINGLE BID SYSTEM)
T.E.F. (TENDER ENQUIRY FORM)

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

MDL INVITES COMPETITIVE BID through e-portal <http://eprocuremdl.nic.in>, in **SINGLE BID SYSTEM (Techno Commercial Bid and Price Bid together)** for the supplies from Suppliers/ Bidders/ Contractors. This is an **Open Tender for Indian bidders only**.

Division: Submarine, Tender No: 1200002999

Issue of e - Tender Enquiry Document: This e-tender enquiry can be downloaded from our e-procurement website <http://eprocuremdl.nic.in>. To login and quote against this e-tender on e-procurement portal, bidders should possess Digital Signature Certificate (DSC). The details of DSC is available on the MDL website. For DSC, you can contact the Help Desk for upgrade to Premium Services, DSC Renewal & RESET process on 0120-4200462, 0120-4001002, mobile: +91 9702860458 (Mr. Tushar) or, you can also mail to eproc-support@gov.in.

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

SUB: -_PROCUREMENT OF SCANNER FOR SOT(MBI).

1. Description & Technical Scope of Work / Supplies / Services (Enclosure-01):

PROCUREMENT OF SCANNER FOR SOT(MBI) .

Item(s) shall be supplied in the quantities and specifications as per rate sheet in **Enclosure-02**

Note: -

Bidders shall confirm that the Scope of Supply is fully understood by them.

2. Duplicate Supply Clause: In case of supply of duplicate supply/spurious/substandard items by the firm, MDL will resort to prosecution of the firm by taking legal action with all the stringent measures against the firm for supplying such items which has led to delay of the project of national importance and has endangered the national security. The firm will also be blacklisted in MDL & will be debarred from quoting in future MDL tenders and the same will be intimated to all other public sector undertakings and other Government Organizations.

3. Instruction to Bidders:

- 1.1 Before submitting the bid please visit our website for any change in tender closing date or any other notice.
- 1.2 Bidders are requested to submit request for extension of tender closing date at least 3 days in advance excluding the day of tender closing date with reasons for extension.
- 1.3 In case of any technical query, bidder may contact to PLG-EY on Telephone Number-91 22 23763605 Email id- kbarman@mazdock.com ,Mobile –9769439157.

4. Pre – Qualification Documents and Criteria: Not Applicable

5. Earnest Money Deposit (EMD) / BID BOND: Not Applicable

6. Security Deposit (SD) for contract performance: Not Applicable

7. Validity Period: Bids / Offers shall have the validity period of **180 Days** from the tender closing date. A bid valid for a shorter period will be liable for rejection at the discretion of MDL.

8. Submission of offer in Single Bid System:

Offer must be submitted in single bid viz PART-I & PART-II together on e-procurement portal as stated below: -

Soft Copies/Scanned Copies of below mentioned documents/details are to be attached on e-procurement:

- i. Technical Bid in Original duly signed & SOW as per **Enclosure-01**.
- ii. Bidder's Statement on their Company Letterhead indicating Tender No, Tender Date, confirming compliance and acceptance on the Scope of Supplies and other Terms and Conditions as included in this tender enquiry, duly signed, stamped and dated by bidder's authorized person(s).
- iii. PRICES for items quoted against each of the listed item in the prescribed format as per **Enclosure-2**, duly Stamped & Signed.
- iv. Bidder to submit acceptance on clauses of Tender Enquiry Form (TEF) at **Enclosure-04**, Standards Terms and Conditions (STACs) at **05 & 05(A)** and General Terms & Conditions (GT&Cs) at **06 & 06(A)** as 'ACC OR DEV' as applicable for each of the clause respectively.
- v. Extract of official secret Act 1923 at **Enclosure-14** must be signed, stamped with company seal and submitted along with Part-I of the offer as a token of acceptance of the terms & conditions by the bidders.
- vi. Bidder to submit Deviation sheet at **Enclosure-07** in case of any deviation from TEF, GT&Cs & STACs.
- vii. Bidder to submit their complete Bank details for payment by NEFT as per **Enclosure-10**.
- viii. Product data sheets / Catalogue / Technical Specification of the offered material.
- ix. GST registration details / GST acknowledgement or Tax Authority Letter.
- x. Prices (Rate Sheet) for items quoted strictly in the prescribed format provided with the e-tender at **Enclosure-02**.

9. 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. The Bids received after tender closing date and time
- ii) Bidders who are debarred under PPP MII order 2017, GeM, CPPP including Tender holiday issued by MDL.

- b. Bidders are required to furnish following details / clarification / documents along with their offer. In case these are not received along with the offer than bidders have to submit such documents / clarification 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 drawings / technical data which shall not however conflict with validity period.
 - ii. Incomplete / misleading / ambiguous bids in the considered opinion of TNC.
 - iii. Bids with technical requirements and / or terms not acceptable to MDL / Customers.
 - ~~iv. Bids received without pre-qualification documents, where required as at TEF 4 attached at Enclosure 11a.~~
 - ~~v. Bids not meeting the pre-qualification parameter stipulated in the tender enquiry.~~
 - vi. Unreasonably longer delivery period quoted by the firm.
 - vii. Wherever PVC is allowed as per Tender but the bidder(s) quoted fixed price or vice-versa.
 - viii. Validity period indicated by bidders is shorter than that specified in the tender enquiry and Prices quoted with any mismatch in the quoted rates (words & figures).
 - ix. Bidders not agreeing to furnish Performance Bank Guarantee for equipment supplied / services rendered or not agreeing for retention of equivalent amount by MDL up to the period till completion of contractual and guarantee / warranty obligations (**Enclosure-12**).
 - x. Non submission of unique GeM Seller ID by bidder within reasonable time post opening of tender as well as price bid opening. (MOF Office Memorandum 0M No. F.6/9/2020-PPD dated 24 Aug 2020.
 - ~~xi. Bidders not submitting the declaration certificate for Local Content & Location of value addition at Enclosure-23~~
 - ~~xii. Bidders not indicating / not declaring / not specifying the local content percentage or/ and locations of local value addition in the declaration certificate.~~
 - xiii. Indian Bidders not agreeing to furnish GST registration details / GST acknowledgement or Tax Authority Letter.
 - ~~xiv. Bidders selecting both policies for purchase preference in the declaration certificate under PPPMSE or PPPMII as per Enclosure-23.~~
 - xv. Non-submission of Compliance Certificate wr.r.t Land Border Clause as per the enclosed format at **Enclosure-13**. Ref: 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 as elaborated here below:

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

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

(A) Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. The Competent Authority for the purpose of registration under this Order shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT). **The Bidder shall submit declaration / certificate as per Enclosure-13 towards compliance of Public Order on Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017.** However, Order will not apply to bidders from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects. Lists of countries to which lines of credit have been extended or in which development projects are undertaken are given in the website of the Ministry of External Affairs

(B) "Bidder" for the purpose of this Order (Public Procurement No.1, 2 & 3) (including the term 'tenderer', 'consultant' 'vendor' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.

(C) "Bidder from a country which shares a land border with India" for the purpose of this Order (Public Procurement No.1, 2 & 3) means

- a) An entity incorporated, established or registered in such a country; or
- b) A subsidiary of an entity incorporated, established or registered in such a country; or
- c) An entity substantially controlled through entities incorporated, established or registered in such a country; or
- d) An entity whose beneficial owner is situated in such a country; or
- e) An Indian (or other) agent of such an entity; or
- f) A natural person who is a citizen of such a country; or
- g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

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

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

Explanation

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

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

c. Consideration of Indian Agents:

Bidders shall also ensure that either the Indian Agent on behalf of the Principal/OEM or Principal/OEM itself bids, but not both bid simultaneously for the same product/item in the same tender.

If an agent submits bid on behalf of the Principal/OEM, the same agent shall not submit a bid on behalf of another Principal/OEM in the same tender for the same item/product.

10. Delivery Period:

- a) Bidder to deliver the material within 15 days from date of PO placement. Delivery includes supply, commission & installation at SOT office.
- b) Bidder is requested to quote acceptance of the completion period in the offer. Delayed beyond stipulated completion period shall attract LD as per tender terms.
- c) Delivery/completion date mentioned in the RFQ is tentative date. Delivery/completion date mentioned in PO will be final.

Note:

- i) Delivery/completion date to be considered for the purpose of Liquidated Damages (if any) will be the date of delivery/completion of items in MDL. You are requested to confirm the delivery/completion schedule in the offer. In case the proposed delivery/completion schedule is unable to achieve, you shall submit minimum delivery/completion lead time from date of placement of order.

11. Pricing:

A. Quoted prices shall be for supply of materials inclusive of all documentation of Commercial, Technical or any other nature as contained in this tender enquiry.

Bidder shall quote the prices of all items listed in the price sheet format of the tender enquiry for delivery of the items in MDL East yard-store. The prices quoted shall remain firm and fixed for delivery. Indigenous bidders shall quote in INR only. In case the bidder is importing the material then he has to indicate Custom duty in terms of percentage of basic price quoted by them for information only in Part-II Price bid.

B. Price Variation Clause (PVC): Not Applicable

Bidder shall quote firm & fix prices for the delivery of the items. Any variation of prices in form of price variation formula or clause linking with any metal index will not be accepted in % of basic price in technical bid and in price bid.

12. Terms of Payment: -

Advance payments are discouraged and therefore are to be considered as not allowed. **In case any bidder is quoting Advance Payment then their offer will be summarily rejected.**

Payment terms shall be as under:

Full payment for the value of supply, as reduced by any deductibles and/or the amount leviable towards liquidated damages if any, will be made through NEFT/RTGS between 15-20 days after receipt of following documents and acceptance of material by MDL QA-EY and SOT (MB):

- i. Set of Original+2 copies of signed Invoice showing item description & price as per order.
- ii. Delivery challan/GRIR (GRN) duly acknowledged by MDL East yard-stores.
- iii. Set of Original+2 copies of Warranty Certificate as per **Enclosure-08**.
- iv. Set of Original+2 copies of any other document as decided during TNC/CNC.
- v. Copy of duly Filled TDS declaration in the prescribed enclosed Format as per **Enclosure-11** in case of Indigenous bidder.
- vi. GST E-Invoice/ provide declaration under rule 48(4) of CGST rule 2017

13. Deviations:

It will be our endeavor to receive bidder's complete offer with acceptance of all the Terms of this tender enquiry without deviations on or before the tender due date & time. Bidder shall abide by all the clauses of Tender Enquiry Form (T.E.F), Standard Terms and Conditions (STACs) and General Terms & Conditions (GT&Cs) Acceptance formats as per **Enclosures-04, 04A, 05, 05-A & 06** contained therein should be properly filled, signed by the bidder along with their offer. The bidder also hereby confirms acceptance & compliance to the Enclosures attached herewith. The bidder shall also abide statutory requirements, Official Secret Act 1923 clauses as per **Enclosure-14**.

The bidder hereby further confirms that only those deviations which could not be avoided at the time of submission of the offer, have been recorded on a Prescribed format of Deviation sheet (**Enclosure-07**) indicating all relevant details such as Number & description of the Clause, Reasons for Deviation and suggested alternative(s) and submitted with their offer and only these deviations thus recorded and submitted need to be considered by MDL for evaluation of the bid.

Bidder (s) to also note that deviations taken by them if any, but not appearing or listed in the Deviation sheet (Enclosure-07) WILL NOT BE CONSIDERED BY MDL.

14. Taxes& Duties:

a. Indian Bidders

GST Compliance:

Due to implementation of GST, Suppliers /contractors shall agree unconditionally to mandatorily pass on the any / all benefits arising in terms of reduction in goods/service's prices to MDL under anti-profiteering provisions of GST Law.

- a) 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.

- b) 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. However, if any penalty is levied on MDL or any loss of ITC to MDL occurs or any delay in availing ITC by MDL occurs due to such error, supplier / contractor shall reimburse such loss after intimation by MDL or the amount shall be recovered from the SD or any outstanding payments to the party.
- c) 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).
- d) 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.
- e) 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, such amount shall be recoverable from supplier / contractor along with interest and penalty as levied on MDL under GST Law for the number of days the ITC was delayed. This amount shall be recovered from the SD or any outstanding payments. If the short coming is not rectified by supplier/contractor and MDL ends up in reversal of credits and / or payments, supplier /contractor is fully liable for making good all the loss incurred by MDL as a result of default.
- f) 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.
- g) 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.
- h) The applicable taxes shall be clearly indicated. The Item wise rates quoted in the rate sheet should exclude taxes. Bidder should indicate taxes and levies as applicable separately under each of the head in the same rate sheet.
- i) Wherever all-inclusive prices are quoted by the bidder(s) and accepted without bifurcation of tax elements, no escalation shall be considered in respect of any variation in statutory levies arising subsequently in the absence of required base figures.

- j) Supplier / contractor will not be entitled to any increase in rate of taxes occurring during the period of extended delivery completion schedule if there is delay in supplies / completion attributed to him. However, if there is a decrease in taxes, the same must be passed on to MDL.

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.

15. Ranking of Bids/ Loading Criteria:

Items are inseparable & overall value wise L1 bidder will be considered after loading for deviations mentioned as per format of loading criteria where ever applicable.

Deviations sought by the bidder in respect of tender terms such as Delivery, Payment terms etc shall be loaded on the bidder(s) quoted prices during price evaluation by MDL. An illustration of the loading criteria and Ranking of Bids that will be adopted is at **Enclosure- 3**. Among the equal bids, bidders with ISO 9000 series accreditation will receive priority over non-ISO bidders.

No price preference shall be given to any bidder irrespective of their status

16. Consignee & Delivery Address:

For Indian Bidder: The Supplier/Vendor shall arrange dispatch of good by appropriate transport mode as per the order and consign the same to:

Mazagon Dock Shipbuilders Ltd.,
Dock Yard Road, Mumbai – 400 010, INDIA
Phone: 022-25134803.
Officer In-Charge, East Yard- Stores,

The supplier shall categorically direct the transporter to deliver the ordered item without insisting for consignee copy of the Lorry Receipt.

17. Modifications to the Bids:

Bidders desirous of submitting modified bids prior to the closing date & time may do so strictly before the tender closing date and time.

Amendments to the Tender Enquiry: At any time prior to the deadline for submission of bids, MDL for any reason whether at MDL's own initiative or in response to a clarification requested by prospective Bidder(s) may modify the Bidding Documents by amendment. In order to afford prospective Bidder a reasonable time in which to take the amendment into account in preparing the bids, the MDL may, at his discretion, extend the deadline for the submission of bids. For this reason, interested and prospective bidders are advised to regularly visit the specified website of MDL tenders until closing date of the tender.

18. Public Grievance Cell:

Public Grievance Cell headed by Shri. R. R. Kumar (GM-Tech) has been set up in the Company. Members of public having complaints or grievances are advised to contact him on Wednesday between 10.00 hours and 12.30 hours in his office on 4th floor, D2 Bldg, East Yard, MAZAGON DOCK SHIPBUILDERS LIMITED, Dock Yard Road, Mumbai, 400010, INDIA or send their complaints / grievances to him in writing for redressal. His Telephone No. is +91 22-2376 3512 and Ext 3517.

19. 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/completion schedule mentioned in

PO. In cases of delay not attributable to Purchaser, beyond the agreed schedule, the Supplier / Contractor shall pay liquidated damages, a sum representing 0.5 % (Half percent) per week or part thereof, subject to maximum of 5% of the undelivered /unfinished portion of the order/ contract.

NOTE:

PLG-EY will submit delay analysis report for calculation of liquidated damage along with WCC

20. Inspection:

Receipt Inspection will be carried out at MDL, East yard stores by MDL (QA-EY) and SOT on the basis of the inspection documents submitted by supplier. 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 mutually agreed shortest possible time

21. Guarantee / Warranty:

The items/material are to be guaranteed for a period of 36 months from the date of installation of ordered material.

The bidder shall warrant that the items supplied under the order, shall be free from all defects related to design, manufacturing or performance deficiencies and is consistent with established and generally accepted standards for such supplies, in full conformity with the specifications / drawings.

If within the above mentioned period, the item(s) supplied in the opinion of MDL is found to be defective in workmanship and/or due to faulty materials, MDL shall have the right to advise you to rectify / replace in whole or in part, at your expenses and to the entire satisfaction of MDL.

22. Performance Guarantee towards Warranty:

Contractor / Supplier / Vendor will be required to submit a Performance Bank Guarantee (**Enclosure-12**) from Internationally Reputed Bank from the list of banks approved by SBI and available on MDL website in the MDL prescribed format as per the Enclosure-05 for 3% (Three per cent) value of the order and valid for a period of **38 months** (36 months' warranty period + two-month claim period) from the date of delivery. One month before expiry, it shall be extendable until completion of contractual & Guarantee/ Warranty obligations.

23. Breach of obligation:

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.

24. Order Acceptance:

Bidder should forward the Order acceptance within 10 days from the date of placement of order. If nothing to the contrary is received within 10 days from the date of placement of order, it shall be understood that order has been accepted by you.

- 25. MDL reserves the right to consider placement of Order / Contract in part, partial or in full against the tendered quantity or reject any or all tenders without assigning any reason.

26. GEM SELLER ID

Bidders have to submit their GEM Seller ID along with their offer in technical bid. Non registered bidders are advised to immediately register themselves on GeM to be eligible for purchase order

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

Yours faithfully,
For MAZAGON DOCK SHIPBUILDERS LTD
Amit Prakash
PURCHASE EXECUTIVE

Enclosures:	
Enclosure – 1	Scope of work / Supply
Enclosure – 2	Rate sheet format (Part- II)
Enclosure – 3	Ranking of Bids / Loading Criteria for Normalizing Price Bids
Enclosure – 4	Tender enquiry terms Acceptance Format (TEF)
Enclosure – 5	Acceptance Format for Standard Terms And Conditions (STACs)
Enclosure – 5a	Standard Terms And Conditions (STACs)
Enclosure – 6	Acceptance Format for General Terms & Conditions (GT& C)
Enclosure – 6a	General Terms & Conditions (GT& C)
Enclosure – 7	Deviation Sheet Performa
Enclosure – 8	Format of Warranty Certificate
Enclosure – 9	Format for Certificate of Conformity
Enclosure – 10	NEFT/RTGS Format / Bank Details
Enclosure-11	TDS Format
Enclosure – 12	Format for Performance Bank Guarantee (PBG)
Enclosure – 13	Rule 144 (xi) of the General Financial Rules (GFRs), 2017 / Land Border Clause
Enclosure – 14	Extract of the Provisions of the Official Secret Act, 1923
Enclosure-15	List of Banks approved by SBI

Detailed Scope of Work:**A. SCOPE OF SUPPLY**

Description & Specification of Item (One Make from Either Make & Model quoted as below)	Quantity Required	Unit	Delivery From the date of PO
SCANNER TECHNICAL SPECIFICATION: - 1) BOTH A3 & A4 WITH ADVANCE FEATURE. 2) 400 TO 500 IN LINE PDF. 3) DOUBLE FEED DETECTION. 4) CONTINUOUS MODE. 5) AUTO PAGE SIZE DETECTION. 6) SKIP BLANK PAGE. 7) HIGH VOLUME SCANNING 90 PPM/180 IPM & 40000 DAILY DUTY CYCLES 8) A3 & A4 FLATBED OPTIONS-SCAN BOOKS & BOUND MEDIA WITH OPTIONAL FLATBED. 9) USB 3.0 CABLE. 10) 3 YEARS WARRANTY. 11) COMMISSION & INSTALLATION AT SOT OFFICE	01	Nos	Delivery period will be 15days from date of PO. Delivery includes commis installation of item at sot office

Important Note:

- **Bidders are requested to submit their offer; clearly mentioning all the details required and enclose all the desired documents as mentioned in the tender, to avoid clarification/delay at the later stage in processing of the tender.**
- **No multiple options to be offered other than mentioned above by any firm in their offer.**
- **Please submit signed and stamped copy of this as a token of acceptance that bidder fully understood scope of supply & work and quoted prices are in line with the specification mentioned in scope of supply & work.**

EY/CD/E-Proc/AP/1200002968: PROCUREMENT OF "EXECUTIVE CHAIRS" FOR SOT(MBI).

Enclosure-02

RATE SHEET PRESCRIBED FORMAT
(Please quote on your letter head only)

Sr.No	Item Description (One Make from Either Make & Model quoted as below)	HSN Code	Unit	Qty	Indian Bidder Currency: INR	
					Door Delivery Unit Rate (INR)	Door Delivery Total Value (INR)
0010	SCANNER TECHNICAL SPECIFICATION: - 1) BOTH A3 & A4 WITH ADVANCE FEATURE. 2) 400 TO 500 IN LINE PDF. 3) DOUBLE FEED DETECTION. 4) CONTINUOUS MODE. 5) AUTO PAGE SIZE DETECTION. 6) SKIP BLANK PAGE. 7) HIGH VOLUME SCANNING 90 PPM/180 IPM & 40000 DAILY DUTY CYCLES 8) A3 & A4 FLATBED OPTIONS-SCAN BOOKS & BOUND MEDIA WITH OPTIONAL FLATBED. 9) USB 3.0 CABLE. 10) 3 YEARS WARRANTY. 11) COMMISSION & INSTALLATION AT SOT OFFICE		Nos	01		
	Total in No.					
	Total in words					

Please attach GST registration certificate

Taxes & Duties		
Taxes, Duties & other charges (Please specify with applicable rates)	Applicable Rate	Amount (XX)
GST		
Please Specify any other Taxes & Duties		

EY/CD/E-Proc/AP/1200002968: PROCUREMENT OF "EXECUTIVE CHAIRS" FOR SOT(MBI).

IMPORTANT NOTES TO THE BIDDERS:

TAXES & DUTIES:

The rates / price quoted by Indigenous Bidder are to be exclusive of duties and taxes. However, nature / type and rate of duties & taxes are to be clearly indicated in the offer by the bidder separately.

Company's Seal
(Signature, Name & Designation)

Date:

RANKING OF BIDS / LOADING CRITERIA

Items are Inseparable & overall value wise L1 bidder will be considered after loading for deviations mentioned as per format of loading criteria where ever applicable.

Deviations sought by the bidder in respect of delivery, Freight, Insurance, Payment terms shall be loaded on the bidder/s quoted prices during price evaluation by MDL. An illustration of the loading criteria that will be adopted is mentioned at the Standard ANNEX to EY-Tenders in MDL website. Among the equal bids, bidders with ISO 9000 series accreditation over non-ISO bidders, firstly Manufacturers then their authorized dealers will be given preference.

Loading criteria that will be adopted are detailed below:

- It is desirable that the bidder accepts the Payment Terms indicated in this tender. Varied payment terms quoted by bidders as compared to the terms stated in the Tender document shall be normalized by adopting the SBI PLR rate plus 2% (in case of indigenous bidder) and LIBOR / EURIBOR rates plus 2% or 6% whichever is higher (in case of foreign bidders)-thereon on the amount (s) at variation and / or for the period (in no. of days) at variation.
- If requirement of advance payment is absolutely unavoidable for bidder, then it will be allowed against a bank guarantee of 110% amount with sufficient validity period. The quantum of advance will not be more than 15% of order value. Interest will be applicable at the SBAR plus 2% in case of Indigenous bidders & LIBOR / EURIBOR rates plus 2% or 6% whichever is higher in case of foreign bidders and applicable SBAR / LIBOR / EURIBOR rates will be indicated separately at that time. The offer of bidder will be loaded at this rate for the period of recovery, which will be decided after bid opening. If the bidder seeks advance payment at a lower rate than the rate specified above, then only differential amount of interest shall be loaded on the quoted price.
- ~~Variation regarding the quantum of Security Deposit shall be normalized by loading the quoted price with the quantum of variation.~~
- ~~In respect of the requirement for furnishing Warranty Bank Guarantee, the variation shall be normalized by loading the quoted price by an amount equivalent to 10% of quoted price minus the quantum, if any, for which portion of guarantee is agreed to by the bidder.~~
- For additional delivery period sought by bidder over the stipulated date of delivery/completion of tender, 1 % per completed week or part thereof may be loaded to the quoted price.
- Deviation sought in respect of rate per week and/or maximum ceiling in respect of Liquidated Damages shall be loaded on the quoted price. For e.g., the maximum ceiling towards L.D. stipulated in tender is 5% and bidder seeks to limit it to say 3.5%, then price quoted will be loaded by 1.5%. If rate of L.D. per week in tender is 1 % per week or part thereof and bidder seeks it as, say, 0.80% per week or part thereof, the maximum ceiling on L.D. as per tender will be equated to weeks (5 weeks in this case) and rate proposed by bidder, i.e. 0.8 % will be multiplied by the so equated maximum period (which works to 4%) and the quoted price will be loaded accordingly by 1%. Delivery, being the essence of the contract, it is desirable for the bidders to adhere to the stipulated clause.
- Deviation in respect of the period of Warranty/Guarantee shall be loaded to the quoted price at the rate 0.25% per month or part thereof. This does not arise if the bidder quoted additional price for the differential period.
- Additional loading of prices (A) Towards charges incurred in L/C opening by MDL and (B) Interest for period of 20 days @ base rate of SBI+2% on payment amount is to be considered while evaluating foreign bidders for ranking purpose.
- Prices quoted by foreign bidders will be loaded by 1% on CIF/CIP prices for inland transportation & port handling charges.

Criteria for Normalizing the Price Bid for Ranking:

For Procurement for Defense Projects: In pursuance of MOD ID No. 3(1)/2002/D(SII) dated 4.10.2006 the evaluation of Bids to determine L-1 Supplier shall be done as under:

- i. In case of Foreign Supplier, the total of basic cost (CIF/CIP) and customs clearance/ port handling / transportation charges to the yard will be the basis for the purpose of comparison of various tenders. Taxes, duties and levies in India will be excluded for ranking the tenders.
- ii. In case of indigenous suppliers, the total of basic cost and transportation charges to yard, if any, will be the basis for the purpose of comparison of various tenders. Taxes, duties and levies may be excluded for ranking the tenders.
- iii. The method of excluding the taxes, duties and levies payable as at (ii) above is for the purpose of ranking of price bids. As taxes, duties and levies are excluded for the purpose of ranking of bids to determine L-1 bidder, in accordance with guidelines issued by MOD, there may arise a situation where overall cost (inclusive of taxes,

duties & levies) of supply by the adjudged L-1 bidder may be higher compared with any other bid(s) depending on the tax structure. Therefore, it would be required that the adjudged L1 bidder has to reduce the price to make it competitive both before including taxes, duties & levies and after including taxes, duties & levies. If the adjudged L1 bidder does not agree to reduce the price to make it competitive after including the taxes, duties & levies, then the next ranked bidder(s) will be afforded the opportunity so that the procurement is competitive.

LOADING FACTORS FOR RANKING OF BIDS
(ILLUSTRATIVE FORMAT)

A.

Sr. No.	Description	Foreign Supplier 100% import content	Indigenous Supplier with part import content	Indigenous Supplier without import content
1	Basic price Quoted	a) FOB / FCA b) CIF / CIP	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 / Inland Insurance / LC Opening Charges + 20 Days Interest on payment amount	In either case i.e. FOB/FCA or CIF / CIP Price	NIL	NIL
5	Cost (ex-MDL) excluding taxes & duties without loading towards any deviations	Sr.Nos. (1+2+3+4) if FOB/FCA price quoted OR CIF / CIP	Sr.Nos. (1+2+3)	Sr.Nos. (1+2+3)

B. Loading due to variations in Financial Term.

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 variations 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			
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12	Equipment Performance Guarantee			
13	Additional delivery period over stipulated period as per Sought			
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 variations on account of financial and commercial terms.	Sr. Nos. 10 + 11 + 12 + 13 + 14 + 15 + 16		

D. Landed Cost:

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

Note:

1. Evaluated Bid Value for the purpose of ranking and determination of L-1 Bid shall be the value arrived at Sr.No.17 of the table above.
2. While the statutory levies are excluded while carrying out evaluation of Bids to determine L1 Supplier pursuant to MOD ID No. 3(1)/2002/D(S II) dated 4.10.2006, it is clarified that the taxes & duties as applicable and not covered by exemption certificates, notifications from the Govt. of India are payable. The dealing Purchase Officer/PNC shall, however, endeavour that the price negotiated with the L1 bidder is competitive on landed cost basis also i.e. 19.
3. Bidders are required to quote the amounts of Taxes and Duties as applicable separately, duly indicating the base amount and the applicable rate, under each of the heads.
4. Wherever exemption certificates can be issued by MDL., no separate liability for payment of taxes & duties will devolve upon MDL and not duty will be reimbursed
5. Supplier / contractor will not be entitled to any increase in rate of taxes occurring during the period of extended delivery completion schedule if there is delay in supplies / completion attributed to him. However, if there is a decrease in taxes, the same must be passed on to MDL.
6. Wherever all-inclusive prices are quoted by the Tenderer (s) and accepted without bifurcation of tax elements, no escalation shall be considered in respect of any variations in statutory levies arising subsequently since the base figures do not exist in the order/ contract.

It is clarified that Bank charges to be incurred for opening, amending LCs, Demand Drafts are excluded while carrying out evaluation of Bids to determine L1 Supplier

TEF ACCEPTANCE FORMAT

To,
GM (C-EY)
MAZAGON DOCK SHIPBUILDERS LIMITED
COMMERCIAL DEPARTMENT-EAST YARD.

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

COMPANY'S NAME & ADDRESS:

SIGNATURE:

DATE:

NAME:

DESIGNATION:

BIDDER'S COMPANY SEAL:

Note:

NA – Not Applicable

- Bidder confirms to have carefully read the Terms & Conditions enclosed only with this Tender Enquiry Form (TEF) prior to filling up this acceptance format.
- Bidder confirms that this format has been **properly filled, signed and returned** along with our technical offer (Part-I) for considering the Bid.
- Bidder confirms to have indicated **“ACC” for Accepted, “DEV” for Deviation** taken for each clause number in the above table.
- In case of any deviations taken the bidder confirms to have attached **Separate Sheet** indicating all relevant details such as Number & Title / brief description of the Clause, **Reasons for Deviation and suggested alternative(s)**.

ACCEPTANCE FORM FOR STANDARD TERMS AND CONDITIONS (STACS)

**To,
GM (C-EY)
MAZAGON DOCK SHIPBUILDERS LIMITED
COMMERCIAL DEPARTMENT-EAST YARD.**

STACS CLAUSE No.	BIDDER'S REMARK (Acc/Dev)	STACS CLAUSE No.	BIDDER'S REMARK (Acc/Dev)	STACS CLAUSE No.	BIDDER'S REMARK (Acc/Dev)
101		102		103	
120		200		210	
220		230		240	Not Applicable
250		260		270	
280	Not Applicable	290		300	
310		320	Not Applicable	330	
340		350		360	

COMPANY'S NAME & ADDRESS:

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

Note:

NA – Not Applicable

1. Bidder(s) confirms to have carefully read the Standard Terms & Conditions (STACS) (**Enclosure- 5 (a)**) included in the tender prior to filling up this acceptance format.
2. Bidder(s) confirms to have indicated "ACC" for Accepted, "DEV" for Deviation Taken for each clause number in the above table.
3. In case of any deviations taken the bidder confirms to have attached **Separate Sheet** indicating all relevant details such as Number & description of the Clause, **Reasons for Deviation and suggested alternative(s)**.
4. STACS clause numbers shown in the above format also includes the sub-clauses under these clauses. For example 220 means – clause nos. 220, 221, 222 etc.

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 value of only freak low items as additional security. Bank charges for this additional BG shall be borne by MDL and reimbursed against proof of payment.~~

250. INDEMNIFICATION

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

260. TRANSFER OF SUPPLIERS / CONTRACTOR'S RIGHTS:

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

270. SUBCONTRACT & RIGHT OF PURCHASER

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

~~**280. PATENT RIGHTS:**~~

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

290. AGENTS/AGENCY COMMISSION:

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

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

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

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

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

300. USE OF UNDUE INFLUENCE / CORRUPT PRACTICES:

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

Any breach of the aforesaid undertaking by the Bidder / Supplier / Contractor or any one employed by him or acting on his behalf (whether with or without the knowledge of the Bidder / Supplier / Contractor) or the commission of any offence by the Bidder / Supplier / Contractor or any one employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1980 or the Prevention of Corruption Act, 1947 or any other Act enacted for the prevention of corruption shall entitle the Purchaser to cancel the contract and all or any other contracts with the Bidder / Contractor / Supplier and recover from the Bidder / Supplier / Contractor the amount of any loss arising from such cancellation. Decision of the Purchaser or his nominee to the effect that a breach of the undertaking has been committed shall be final and binding on the Bidder / Supplier / Contractor.

302. The Bidder / Supplier / Contractor shall not offer or agree to give any person in the employment of Purchaser any gift or consideration of any kind as "Inducement" or "reward" for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the contract/s. Any breach of the aforesaid condition by the Bidder / Supplier / Contractor or any one employed by them or acting on their behalf (whether with or without the knowledge of the Bidder / Supplier / Contractor) or the commission of any offence by the Bidder / Supplier / Contractor or by any one employed by them or acting on their behalf which shall be punishable under the Indian Penal Code 1980 and/or the Prevention of Corruption by Public Servants, shall entitle Purchaser to cancel the contract/s and all or any other contracts and then to recover from the Bidder / Supplier / Contractor the amounts of any loss arising from such contracts' cancellation, including but not limited to imposition of penal damages, forfeiture of Security Deposit, encashment of the Bank Guarantee and refund of the amounts paid by the Purchaser.

303. In case, it is found to the satisfaction of the Purchaser that the Bidder / Supplier / Contractor has engaged an Agent or paid commission or influenced any person to obtain the contract as described in clauses relating to Agents / Agency Commission and use of undue Influence, the Bidder / Supplier / Contractor, on a specific request of the Purchaser shall provide necessary information / inspection of the relevant financial document / information.

310. IMMUNITY OF GOVERNMENT OF INDIA CLAUSE

311. It is expressly understood and agreed by and between M/s. (Bidder / Supplier / Contractor) and Mazagon Dock Limited, Dockyard Road, Mumbai - 400 010 (MDL) is entering into this Agreement solely on its own behalf and not on the behalf of any person or entity. In particular, it is expressly understood and agreed that the Government of India is not a party to this Agreement and has no liabilities, obligations or rights hereunder. It is expressly understood and agreed that MDL is an independent legal entity with power and authority to enter into contracts solely in its own behalf under the applicable of Laws of India and general principles of Contract Law. The (Bidder / Supplier / Contractor) expressly agrees, acknowledges and understands that MDL is not an agent, representative or delegate of the Government of India. It is further understood and agreed that the

Government of India is not and shall not be liable for any acts, omissions and commissions, breaches or other wrongs arising out of the contract. Accordingly, (Bidder / Supplier / Contractor) hereby expressly waives, releases and foregoes any and all actions or claims, including cross claims, impleader claims or counter claims against the Government of India arising out of this contract and covenants not to sue Government of India in any manner, claim, cause of action or thing whatsoever arising of or under this Agreement.

320. EXPORT LICENCE

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

330. BANNED OR DE-LISTED CONTRACTORS / SUPPLIERS.

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

340. DUTY OF PERSONNEL OF SUPPLIER/SUPPLIER

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

350. DISPUTE RESOLUTION MECHANISM AND ARBITRATION

351. DISPUTE RESOLUTION MECHANISM (DRM)

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

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

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

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

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

352. ARBITRATION.

Unresolved disputes/differences, if any, shall then be settled by arbitration. The Arbitration proceedings shall be conducted at Mumbai, India, in English Language, under the Arbitration & Conciliation Act, 1996. MDL prefers to have arbitration through Institutes such as Indian Council of Arbitration (ICA)/ICA-DR, with the mutual consent of the parties.

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

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

360. JURISDICTION OF COURTS

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

ACCEPTANCE FORM FOR GENERAL TERMS AND CONDITIONS (GT&Cs)

To,
GM (C-EY)
MAZAGON DOCK SHIPBUILDERS LIMITED
COMMERCIAL DEPARTMENT-EAST YARD.

GT&C CLAUSE No.	BIDDER'S REMARK (Acc/Dev)	GT&C CLAUSE No.	BIDDER'S REMARK (Acc/Dev)	GT&C CLAUSE No.	BIDDER'S REMARK (Acc/Dev)
A10	NA	A20	NA	A30	NA
A40	NA	A50		A60	
A70	NA	A80		A90	NA
A100		A110	NA	A120	NA
A130		A140		A150	
A160	NA	A170		A180	NA
A190		A200	NA	A210	NA
A220	NA	A230			

COMPANY'S NAME & ADDRESS:

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

Note:**NA – Not Applicable**

1. Clause Bidder confirms to have carefully read the General Terms & Conditions (GT&C) (**Enclosure – 6(a)**) of the Tender Enquiry prior to filling up this acceptance format.
2. Bidder confirms to have indicated "ACC" for Accepted, "DEV" for Deviation Taken for each clause number in the above table.
3. In case of any deviations taken, **Bidder confirms to have attached Separate Sheet** indicating all relevant details such as Number & description of the Clause, Reasons for the Deviation and suggested Alternative(s).
4. Clause numbers shown in the above format also includes the sub-clauses under these clauses. For example, no. A10 means – Clause nos. A11, A12, A13.

GENERAL TERMS AND CONDITIONS (GT&C)

~~A10. BLANK~~

~~A20. SECURITY DEPOSIT~~

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

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

~~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 dispatch particulars and their value in time to Purchaser's Insurance Company on the contact details as provided in the order. In such agreed cases, the freight & insurance charges will be paid by the purchaser directly to the parties concerned.

A102. For Foreign Bidders

For overseas supplies on CIF basis, Freight & Insurance up to port of destination (Sea/Air) shall be arranged by the Supplier/Contractor. The Bidder / Supplier / Contractor shall immediately on despatch of the items, inform all relevant details of despatch such as Order Number, Bill of Lading/AWB Number marked as Freight Paid, Insurance policy/document, number of packages, value of consignment, invoice number directly to Purchaser's insurance Company & Purchaser in time. In case of delivery term other than CIF/CIP, the freight & insurance charges will be paid by the purchaser directly to the parties concerned.

A110. TAXES & DUTIES / STATUTORY LEVIES.

A111. Taxes and duties applicable, if any, shall be regularized by MDL by issuing necessary exemption certificates in respect of procurement for Defence Projects. Bidder shall indicate separately the taxes and duties applicable in their offer. When the items qualify for exemption partly/fully but the supplier did not avail of the same, the amount of taxes and duties on such supplies shall be to supplier's account. In cases where exemption certificates are not issued for any reason, taxes shall be paid as indicated in the Purchase Order/Contract. Tax deduction at source will be effected wherever applicable (e.g. TDS under Income tax Act, TDS on Works Contract under MVAT Act etc.) from the bills of the Supplier as per statutes. Octroi duty exemption certificate issued by Customer's representative will be provided on Supplier's written intimation with relevant details regarding readiness of items for dispatch. Where payment of Octroi duty is agreed to and stipulated in the Purchase Order / Contract, the same will be reimbursed by Purchaser at actual after receipt of Supplier's bills along with 'Original Octroi paid money receipt' and copy of Form 'B'. Octroi receipts are to be drawn/issued in the name of 'Mazagon Dock 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.~~

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

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

A120. DEMURRAGE

~~A121. Storage and Demurrage charges will be payable by the Bidder / Supplier / Contractor for all shipments that reach purchaser without proper 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 decide to discontinue the product, for any reason whatsoever, adequate notice shall be given to the Purchaser / Owner to enable procurement of the requisite lifetime spares.~~

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

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

~~A200. # FACILITY PROVISION (Applicable only for Services)~~

~~A201. The Purchaser would consider providing facilities like compressed air at one point, 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)~~

~~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)**~~

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

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

A 231. MDL has right to place order on MSE Manufacturers firm meeting following criteria: In tenders, if participating MSEs quoted prices are within price band of L1+15%, such MSEs shall also be allowed to supply a portion up to 20% of requirement by bringing down their prices to L1 price where L1 is non MSEs. If more than 1 MSEs fall under such criteria then this 20% shall be distributed proportionally. This preference shall not be applicable where MSE firm is L1 firm. % out of 20 percent target of annual procurement from Micro and Small Enterprises, a sub-target of 20 percent (i.e 4 percent out of 20 percent) shall be earmarked for procurement from Micro and Small Enterprises owned by the Scheduled Caste or the Scheduled Tribe Entrepreneurs. In respect of items reserved for MSE-Manufacturers, extant guidelines shall be followed. MSEs involved in trading activity are not eligible to avail benefits of PPP for MSEs.

A232. MDL has right to place order on Start-ups meeting following criteria:

20% of the of the tendered quantity can be ordered on techno-commercially qualified Start-ups in case emerged L1 bidder is other than Start-up and Start-up firm agrees to match L1 prices. In case if Start-up firm emerges as L1, an initial order for 20% shall be released to monitor performance & subsequently upon successful execution order for balance 80% quantity shall be placed.

DEVIATION SHEET FORMAT
(Bidders to fill, sign & stamp this form in their bid)

To,
GM (C-EY)
MAZAGON DOCK SHIPBUILDERS LIMITED
COMMERCIAL DEPARTMENT-EAST YARD.

Deviation Sr. No.	Page Sr. No. or Enclosure Reference of the Tender Enquiry	Clause Number for the Which Deviation is Sought	Brief Text Description of the Clause	Reasons for Deviation	Suggested Alternative
1.					
2.					
3.					
& so on...					

COMPANY'S NAME & ADDRESS:

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

FORM OF WARRANTY CERTIFICATE

In accordance with the Order N° Dated placed by MAZAGON DOCK SHIPBUILDERS LIMITED on _____ (Name of firm) _____ (Name of firm) certify that the following Items identified by the following references related to Submarine No:
 Description of Item(s).....
 Manufacturer's Serial Number (OR any other such ID No) of the Equipment / Item.....
 Delivery Challan No. / Bill of Lading No & Date / ~~Air Way Bill No & Date~~
 Covered by _____ (Name of firm) Invoice No & Date..... are warranted according to the terms and conditions as specified in the order.

The Date of issue of the certificate: DD/MM/YYYY
The Date of the end of validity of the guarantee: DD/MM/YYYY

Order reference Number	
Description of Material	
Corresponding to Invoice No & Date	

All details listed applicable to line item have been verified, found compliant and acceptable as per terms of above mentioned order.

For and on behalf of

(Supplier's name)
In- charge of QUALITY
 Seal signature & date

Enclosure-10

RTGS/NEFT- MANDATE AUTHORIZATION FORM
(For Indian Bidders only)
(Foreign Bidders to submit their Bank Details separately)

1. BIDDER'S NAME :
2. PAN NO :
3. VENDOR ADDRESS :
4. VENDORS TELEPHONE :
5. EMAIL ADRESS :
6. BANK NAME :
7. BANK ADDRESS :
8. ACCOUNT NO :
9. ACCOUNT TYPE :
10. NEFT CODE :
11. RTGS CODE :
12. MICR CODE (Copy of cancelled cheque required) :
13. GST registration no. :

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

Date

Supplier Seal

AUTHORISED SIGNATORY OF THE BIDDER

Certified that particulars as per serial no. 1 & 6 to 11 are correct as per our records

BANK'S STAMP

Date

SIGNATURE OF THE AUTHORISED OFFICIAL OF THE BANK

Enclosure-11

COMPANY NAME on letter Head

Date:-

TO WHOMSOEVER IT MAY CONCERN

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

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 2020-21 (FY 2019-20)	Data to be filled by company
2	ITR filed for AY 2021-22 (FY 2020-21)	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** to Mazagon Dock Shipbuilders Limited during the FY 2022-23 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 is found to be 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

Enclosure:12

PROFORMA BANK GUARANTEE FOR PERFORMANCE

(ILLUSTRATIVE FORMAT)

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

IN CONSIDERATION OF MAZAGON DOCK SHIPBUILDERS LIMITED a company incorporated under the Companies Act 1956 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 include 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-fulfillment 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 fulfill 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 "the Bank")

NOTE:

MDL Bank SWIFT A/c.No.is SBININBB101 for submission of BG through SWIFT.

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

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

DECLARATION BY AUTHORISED SIGNATORY OF THE FIRM

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

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

AUTHORISED SIGNATURE: _____

DATE: _____

Seal / Stamp of Bidder

EXTRACT OF PROVISIONS OF THE OFFICIAL SECRETS ACT, 1923

SECTION 2(B): "PROHIBITED PLACE"

It is defined as the place of any work of Defence Dockyard and other so belonging or occupied and used for the purpose of building, repairing, making or storing any ammunitions of war.

For the purpose of the above definition, sketch includes any photograph or other mode of representing any place or thing.

SECTION 3: "PENALTIES FOR SPYING"

If any person unlawfully - approaches, inspects, passes over or is in the vicinity of any clear place; or make any sketches intended to be directly or indirectly useful to an enemy; or c) Obtains collects records or communicates to any other person any secret official code.

Shall be liable for imprisonment of 14 years in case of Defence Installation.

SECTION 4: "COMMUNICATION WITH FOREIGN AGENTS"

If any person has been in communication with or attempted to communicate with foreign agents regarding the vital information of any "PROHIBITED PLACE" would be guilty of violating the provisions of this Act.

SECTION 5: "WRONGFUL COMMUNICATION OF INFORMATION"

If any person having in his possession or control any official document;

- a) Willfully communicates to any person, other than a person, who is authorised to communicate it.
- b) Used the information in his possession for the benefit of any foreign power.
- c) Retain in his possession when he has no power to retain it
- d) Fails to take reasonable care of it.

Shall be guilty of an offence under this Act.

SECTION 6: "UNAUTHORISED USE OF UNIFORMS"

If any person for the purpose of gaining admission or of assisting any other person to gain admission to a "PROHIBITED PLACE" wears uniforms without lawful authority shall be guilty of offence under this Section.

SECTION 7: "INTERFERING WITH OFFICERS OF POLICE"

No person in the vicinity of any "PROHIBITED PLACE" shall abstract any Police Officer engaged on guard, sentry or similar duty. If any people move in the provisions of this section, shall be punishable with imprisonment, which may extend up to 3 years.

SECTION 8: "DUTY OF GIVING INFORMATION"

It shall be duty of every person to give on demand to a superintendent of Police or any other Police Officer not below the rank of Inspector, any information in his power relating to an offence under this Act. If any person fails to give such information, shall be punishable with imprisonment to 3 years or fine or with both.

SECTION 9: "INCITEMENT"

Any person who attempts to commit or debate the commission of an offence under this Act shall be punishable with the same punishment and be liable to be proceeded against in the same manner as if he had committed such offence.

SECTION 10: "PENALTY FOR HARBOURING SPIES"

If any person whom he knows or has reasonable grounds for supposing to be person who is about to commit or who has committed offence under this Act shall be guilty of offence under this Section.

SECTION 11: "SEARCH WARRANTS"

If a presidency Magistrate, Magistrate First Class or Sub-Divisional magistrate is satisfied with the information that there is reasonable ground for suspecting that an offence under this Act has been or

is about to be committed, he may grant search warrant to any Police Officer to enter at any time any premises to force to search premises or the places.

List of banks approved by SBI

List of First Class Banks

Sl no Nationalised Banks/Public Sector Bank

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

Private Banks

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