



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	2000007821	विभाग/Department	MATERIAL-PURCHASE
क्रय अधिकारी/Purchase Exec.	A K SHUKLA	क्रय अधिकारी/Purchase Exec.	A K SHUKLA
सेवा में /To		दूरभाष सं./Telephone No	23763408
		फैक्स सं./Fax No	23738151
		ई-मेल/E-Mail	akshukla@mazdock.com
दूरभाष सं./Telephone		निविदा सं./Tender No	2000007821
फैक्स सं./Fax		निविदा तिथि/ Tender Date	06.06.2022
ई-मेल/E-Mail		निविदा बंद की तिथि/Tender Closing Date	28.06.2022
		निविदा बंद होने का समय/Tender Closing Time	14:00:00
		आरएफक्यू सं./RFQ No	2010013279

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		28.06.2022,15:00:00
प्रस्ताव वैधता तिथि है/Offer should be valid up to		27.10.2022
सुरक्षा जमा/Security Deposit		0.00 %आदेश मूल्य का/PO value
वरीय बैंक जमानत /Perf. Bank Guarantee		0.00 %आदेश मूल्य का/PO value

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

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

प्रिय महोदय/महोदया
Dear Sir / Madam ,

विषय /SUB:- SUPPLY OF HEAT EXCHANGER (TECH SPECIFICATION - 'EXCHANGER HEAT 6.1 CMM" PART NO 24298341 SUITABLE FOR "INGERSOL RAND" MAKE REFRIGERATED DRYER MODEL NO D600

माझगांव डॉक शिपबिल्डर्स लिमिटेड प्रतिष्ठित/संभावित आपूर्तिकर्ताओं से निम्न हेतु, प्रतियोगितात्मक दो बोली प्रणाली में (भाग -I तकनीकी - वाणिज्य बोली एवं भाग II मूल्य बोली) बोली आमंत्रित करती है।

Mazagon Dock Shipbuilders Limited (MDL) invites Competitive – Bid from reputed Supplier for the following in TWO BID system (Part - I Techno - Commercial Bid & Part - II Price Bid) .

क्र सं. SL.No.	सामग्री / सेवा विवरण Material / Service Details	मात्रा / इकाई Quantity / unit	आपूर्ति तिथि Delivery Date
00100	सामग्री सं./ Material Number :- HEAT EXCHANGER सामग्री वर्णन/Material Description :SUPPLY OF "EXCHANGER HEAT 6.1 CMM", PART NO:	1 Number	05.08.2022

क्र सं. SL.No.	सामग्री / सेवा विवरण Material / Service Details	मात्रा / इकाई Quantity / unit	आपूर्ति तिथि Delivery Date
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24298341 (SUITABLE & COMPATIBLE FOR 'INGERSOL RAND' MAKE REFRIGERATED DRYER MODEL NO D600 IN-iA)

Note:- Item should be fully compatible & suitable for the above mentioned Dryer model & Necessary Test Certificate to that effect is to be obtained either from OEM or OEM's Authorised Dealer & to be submitted by the Vendor while delivering the item at MDL)

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

Part – "A"

MAZAGON DOCK SHIPBUILDERS LIMITED (MDL) invites competitive bids in two Bid System for the **SUPPLY OF HEAT EXCHANGER**. The Tender Enquiry can be downloaded from our 'website <https://mazagondock.in>' Go to Tenders->Shipbuilding->Material Purchase->SBMP Notification and on Central Public Procurement Portal.

1. Description of Supplies & Technical Specification:

Item Sr. no.	Material	Qty	Unit
100	<p>SUPPLY OF "EXCHANGER HEAT 6.1 CMM", PART NO: 24298341 (SUITABLE & COMPATIBLE FOR 'INGERSOL RAND' MAKE REFRIGERATED DRYER MODEL NO D600 IN-IA)</p> <p>Note:- Item should be fully compatible & suitable for the above mentioned Dryer model & Necessary Test Certificate to that effect is to be obtained either from OEM or OEM's Authorised Dealer & to be submitted by the successful bidder while delivering the item at MDL)</p>	1	Nos

In case of any Technical Query prior to submission of your bid, the firm may visit site or may contact to MDL's executives Mr. Ashish Kumar Choudhury, M (SB-MTC) on Tel. No. 022-2376 3123 / 3124 / 3118.

2. **Provision for reservation to MSE Manufacturer: Not applicable.**
3. **Purchase Preference to Make In India: Not applicable.**
4. **Compliance of Public order on Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017**

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

- A) Any bidder from a country which shares 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 Annexure "A" 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.

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

6. **Validity Period:** Bids/Offer shall have the validity period of **120 Days** from the tender closing date. A bid valid for a shorter period will be liable for rejection at the discretion of MDL. Technically accepted bidder shall be given opportunity to accept validity as per the tender in case of shorter validity quoted by him. Non acceptance there after shall be rejected by MDL as non-responsive.

7. **Pre-Qualification documents & criteria:**

Bidders should upload the following documents along with their (Part-I) bid and based on these documents their techno-commercial offer will be prequalified and evaluated for acceptance of Part-I offer:

(a) Bidders Company Profile and valid Shop & Establishment Registration Certificate or Registration Certificate from local bodies for conducting business.

(b) Purchase Order copies in support of the bidder's experience for supply of heat exchanger / Dryer / Evaporator for **last 3 years**.

Note:

- a) Bidders registered with Mazagon Dock Shipbuilders Limited should upload a copy of valid registration certificate.
 - b) Bidders registered with MSE as manufacturer shall indicate the Enterprises status to be indicated Micro / Medium / Small as relevant.
 - c) MDL has a right to verify / cause verification of authenticity of the said documents whenever felt necessary. MDL reserves the right to ask for hard copies of above documents to verify the authenticity of the same.
8. **Submission of offers in Two Bid System:** Offer must be submitted in Two parts, each offer securely closed (sealed) separately, in Two Envelopes Part - I (Techno-Commercial Bid) & Part - II (Price Bid) and shall be kept in larger envelope duly sealed with tender no, date and closing date addressed to **HOD(M)**, Mogul House, Mazagon Dock Shipbuilders Limited, Dockyard Road, Mumbai - 400 010 and should be submitted or deposited at the following designated place: **Tender box for Material Purchase department (Green Color), Residential gate, in front of security chowki, Mazagon Dock Shipbuilders Limited, Dockyard Road, Mumbai - 400 010.**

8.1 **Part-I Bid:** This Envelope super scribing the Tender No, Due date & Time should contain the following:

- a. Technical Bid mentioning the technical specification, Make, Part No., Catalogue/Data Sheet (If any), HSN code, etc. in original duly signed & stamped.
- b. Acceptance on clauses of Tender Enquiry (TEF) GT&C, STAC in the Prescribed Formats stating 'Accepted OR Deviation' as applicable for each of the clause. (ENCLOSURE-2).
- c. Price schedule BLANKING the PRICES but clearly indicating 'QUOTED / UNQUOTED' as applicable against each of the listed item in the prescribed format (Enclosure-1) duly Stamped & Signed.
- d. Copies of Purchase Orders executed earlier for similar supplies during last 3 years.
- e. Shop & establishment registration certificate/registration certificate from local body for conducting business.

- f. Bank details for payment by RTGS / NEFT in the format (RTGS/NEFT Authorization Form available on MDL website).
- g. PAN card copy.
- h. GST registration certificate.
- i. GFR Declaration (**Annexure-A**).
- j. TDS Declaration (**Annexure-B**)

Note: If bidder is MDL's permanent registered vendor for material groups of tendered items then documents mentioned at sr. 6.1 (e) to 6.1 (h) are not required. If the bidder is MDL's permanent registered vendor for material groups other than of tendered items, then documents mentioned at sr. 6.1 (e) to 6.1 (h) are not required. Bidders shall submit the copy of valid registration certificate along with the offer. For other bidders all documents at 6.1 are required to be submitted.

MDL reserves the right to verify / cause verification of authenticity of the said documents whenever felt necessary. MDL reserves the right to ask for hard copies of above documents.

8.2 **Part-II Bid:** This securely closed (sealed) Envelope super scribing Tender Enquiry No., Due date & Time should contain only the PRICES for each of the listed items strictly in the prescribed format (Enclosure-1) provided with the tender on the company's letterhead. If the space provided is not sufficient, bidder may attach additional sheets. Offer in any other format shall not be considered.

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 shall be categorically rejected.
- b. For the following conditions (other than non-negotiable conditions indicated at 9.1), equal time & opportunity for submission of deficient techno-commercial documents and clarification shall be given to the bidders. Bidders are required to submit such documents / clarifications within the duration / date stipulated by MDL, failing which their bids shall be rejected in following cases:
 - i) The offers not in the prescribed form.
 - ii) Bidder's failure to furnish necessary documents as required as per Para 7 within given period on the deficiencies noticed in the bid for evaluation of the bids.
 - iii) Incomplete/misleading/ambiguous bids in the considered opinion of TNC.
 - iv) Bids with technical requirements and or terms not acceptable to MDL/Customers /External agency nominated as applicable.
 - v) Bidder's failure to furnish sufficient or complete details for evaluation of the bids within the given period.
 - vi) Validity period indicated by bidders is shorter than that specified in the tender enquiry.
 - vii) Unreasonably longer delivery period quoted by the firm.
 - viii) Bidders not furnishing declaration / certificate as per Annexure "A" towards compliance of Public Order on Restrictions under Rule 144 (xi) of the General

Financial Rules (GFRs), within given period and associated documents as per **(Annexure-A)**.

- ix) Bidders not accepting the 12 months guarantee/warranty as per clause 13.
- x) Bidder shall quote for the brand and model as per clause no. 1. Any other brand and model quoted by the bidder shall be rejected.

10. **Delivery Period/Completion Schedule:** Delivery dates indicated in Tender document is tentative date. Items shall be supplied **within 04 weeks from the date of placement of purchase order on door delivery basis** in MDL Stores.
11. **Pricing: Bidder shall quote the prices** of all items listed in the price sheet format of the tender enquiry **for Door Delivery of the items in MDL store** at Mazagon Dock Shipbuilders Limited, Dockyard Road, Mumbai - 400010. The prices quoted shall remain firm and fixed during the currency of the order / contract unless agreed otherwise by MDL.
12. **Terms of Payment: MDL does not pay any Advance Payment for Indigenous Bidders.** Payment for the value of supplies, as reduced by any deductibles and / or the amount leviable towards liquidated damages if any and after including GST etc. shall be payable through RTGS / NEFT **between 15-20 days of receipt & acceptance of ordered material as per ordered terms in MDL** and against submission of the following Documents:

- (i) Invoice (original) + 3 ink signed / carbon copy invoices

Bidders shall furnish all the necessary details like name of the Bank / Branch, Branch Code No., Bank Account No., **MICR No.** in their bid as per the RTGS / NEFT available in MDL Website.

The bills to be submitted at the Bill Receiving Section addressed to DGM (C-MP), 2nd Floor, Mogul House, Mazagon Dock Shipbuilders Limited, Dockyard Road, Mumbai - 400 010.

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

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

Alternate MSE vendor payment through TReDS :

- (i) "In order to address the financial needs of MSME firms, GoI has introduced a platform for facilitating the financing of trade receivables of MSMEs from buyers, through multiple financiers which is termed as Trade Receivables Discounting System (TReDS). At TReDS, auctioning of invoices at competitive & transparent environment is done by financiers based on Buyer's credit profile.
- (ii) MDL is registered on the "Invoicemart" TReDS platform and M1xchange of M/s Mynd Solutions Pvt Ltd.
- (iii) MSME bidders desirous to receive payments through TReDS platform may avail the facility if they are already registered on
 - "Invoicemart" TReDS platform or by registering on it. Contact details at "Invoicemart" TReDS platform are as below: 022 6235 7373 and a new mail id service@invoicemart.com.
 - "M1xchange" TReDS platform or by registering on it.

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

+91 9920455374 MsAshwathi Jayandran email id

ashwathi.jayandran@m1xchange.com

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

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

Important Note: Invoices should be submitted immediately within two or three MDL working days (preferably the invoices should accompany supply) to "Bill Receipt Section" adjacent to the GRS Punching Section, South Yard after execution of the orders / expiry of contract. Thereafter any discrepancies / pending claims regarding payment or any other matter related to this order / contract should be brought to MDL's notice in writing within 30 days or otherwise final payment by MDL, beyond which no claims whatsoever will be entertained.

13. **Guarantee / Warranty:** Items Supplied shall be guaranteed for manufacturing defects for a period of **12 months** from the receipt & acceptance of material in MDL. The supplier shall replace the material without any cost implication in case of any manufacturing defect observed during this period.

14. **Performance Bank Guarantee:** Not applicable.

15. **Taxes & Duties:**

All references of taxes shall be read as "GST, Custom duties" in the tender, STACS & GT&C.

GST Compliance:

15.1 GST as per GST Laws shall be payable extra as quoted and agreed.

15.2 In case of purchases of goods/services from unregistered dealers under GST laws, GST will be paid by MDL under reverse charge mechanism.

15.3 Benefits from reduction in rate of tax/ITC are required to be passed on to consumer. Where "applicable GST" has been quoted as extra, Goods and service providers (except un-registered dealers under GST Law) have to submit declaration that they have complied with 'Anti -profiteering clause' under GST Law. Such declaration be given in technical bid.

15.4 If the vendor is registered under GST, vendor shall mention the HSN code for goods&/or \services in their tax invoice, etc. These codes must be in accordance with GST Laws and responsibility of specifying correct HSN code for goods&/or services is that of the vendor. MDL shall not be responsible for any error in HSN code for goods&/or services specified by supplier/contractor. Supplier/contractor shall pay penalty and/or interest imposed on MDL or any loss due to delay in availing ITC by MDL or any loss of ITC to MDL due to error by vendors at any stage. MDL reserve right to recover any such interest, penalty or loss from any

- amount due to supplier /contractor or vendor shall reimburse /make good such loss within 15 days after intimation by MDL or otherwise.
- 15.5 In case, MDL is unable to avail ITC, supplier/contractor at their own cost shall rectify the shortcoming in the returns to be filed immediately thereafter. Further, if the ITC is delayed /denied to MDL/reversed subsequently as per GST Laws due to non/delayed receipt of goods and/or services and/or tax invoice or expiry of timelines prescribed in GST Laws for availing ITC, non-payment of taxes or non-filling of returns or any other reasons not attributable to MDL, supplier /contractor shall pay any loss of amount along with interest and penalty on MDL under GST Laws for the number of days the ITC was delayed. If the shortcoming is not rectified by supplier/contractor and MDL ends up in reversal of credits and/or payments, supplier/contractor is fully liable for making good all the loss incurred by MDL. MDL reserve right to recover any interest, penalty or loss from any amount due to supplier/contractor or otherwise.
- 15.6 If the vendor is registered under GST, the GST registration number (15 digit GSTIN) issued by GOI shall be mandatorily provided by the vendor. Vendor having multiple business verticals within state /at multiple states with separate GST registration numbers shall forward GSTIN of only that vertical which is involved in supply of goods and/or services. MDL GSTIN is 27AAACM8029J1ZA and vendor shall mention the same while invoicing and avoid any data entry error on GST portal.
- 15.7 If the vendor is registered under GST, vendor shall ensure timely submission of invoice as per the provisions/requirements/timeline promulgated by GOI in relation to GST Laws 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).
- 15.8 If the vendor is registered under GST, vendor shall file all applicable returns under GST Laws in the stipulated time and any losses of tax credit to MDL arising due to delay in filling will be recovered from their invoice wherever MDL is eligible to avail tax credit. Any default towards payment of tax and/or uploading of monthly returns by supplier /contractors, MDL retains right to withhold payments towards tax portion until the same is corrected and complied by the supplier/contractor with the requirement of GST along with satisfactory evidence.
- 15.9 The rate sheet enclosed with the tender will indicate the rates to be entered under each head wherever applicable. Bidder must clearly mention the applicable taxes & duties. The item-wise rates (i.e Basic+P&F+F&I) quoted in the rate sheet should exclude taxes & duties. Bidder should indicate GST rates as applicable separately under each of the head in the same rate sheet, which will be paid extra based on tax invoice to the extent applicable. The GST will be applicable on total basic rate of each item(i.e Basic +P&F +F&I).
- 15.10 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.

15.11 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. 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. 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. 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.

15.12 If the vender changes his registration status from composition dealer to normal registered dealer under GST law, the vender has to inform MDL immediately.

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

16. **Criteria for normalizing the Price Bids for ranking:**

The deviations in the offers will be negotiated before price bid opening. The deviations if acceptable to MDL, after the negotiation will be loaded in the quoted price and the normalized price after loading will be considered for ranking the bids. Deviations sought by the bidder shall be loaded on the bidder's quoted prices during price evaluation by MDL.

The loading criteria that will be adopted as detailed below:

- a. Payment Terms -It is desirable that the bidder accepts the Payment Terms indicated. Varied payment terms quoted by bidders as compared to the terms stated in the Tender document shall be normalized by adopting the Prime Lending Rate of State Bank of India plus 2% thereon on the amount(s) at variation and/or for the period (in no. of days) at variation.
- b. GST shall be excluded for ranking of bids to determine L-1 vendor. Cost (Basic Price + Transport + insurance) to MDL Stores shall be considered for indigenous Vendors.
- c. Delivery of the goods at MDL premises should be responsibility of the supplier. However, for unavoidable reasons, if bids are exclusive of transport and/or insurance, the same will be loaded with estimated cost of transport as determined by MDL.
- d. For the additional delivery period sought by the bidder over the stipulated date of delivery as per Tender, 0.50% per completed day will be loaded to the quoted price.

Deviations sought in respect of rate per day and / or maximum ceiling in respect of liquidated damages shall be loaded to the quoted price. For example, the maximum ceiling towards liquidated damages stipulated in the Tender is 5% and the bidder seeks to limit it to, say 3.50% then the price quoted will be loaded by 1.5%. If the rate of LD is 0.50% per day or part thereof as per tender and the bidder seeks it as, say,

0.40% per day or part thereof, the maximum ceiling on LD as per tender will first be equated to days (10 days in this case) and the rate proposed by the bidder i.e. 0.40% will be multiplied by the so equated maximum period (which works out to 4%) and the quoted price will be loaded accordingly by 1%. Delivery being the essence of the contract, it is desirable if the bidder(s) adhere to the stipulated clause.

17. **Ranking of Bids & Determination of L-1 Bidders:**

Ranking of Price bids shall be done on the basis of "prices exclusive of GST" on over all basis after normalizing for deviations, i.e. Techno-commercially qualified over all lowest bidder (GST shall be excluded for ranking of bids to determine L-1 vendor) will be considered for ordering purpose. If any variations in statutory levies, the break up in respect of taxes, duties and levies is clearly and separately furnished in the bid and MDL is satisfied that the rates of taxes indicated therein are in line with the tax law so that escalation due to variation in the taxes can be justifiably considered to the extent legitimately allowable on the base amount(s) indicated in the bid. Therefore, bidder is requested to show the break up regarding taxes as applicable in the bid. In the case of composition dealer, since composition dealer is not allowed to charge GST, in such case, evaluation of bid will be on the price quoted by bidder. In case of any discrepancies in blank schedule format or actual online bid after opening of the price bids. The details (taxes, duties & any other charges) mentioned in the online price bid shall prevail over the details in blank schedule format in normal case. However, the negotiated commercial terms before price bid opening will be considered for ranking & evaluation as per Para 16.

18. **Consignee:** The Successful bidder/s shall arrange dispatch & delivery of goods by appropriate transport mode here in MDL as per the order and consign the same to East Yard Store, Mazagon Dock Shipbuilders Limited, Dockyard Road, Mumbai - 400 010 on working days (Monday to Friday) between 8.00 hrs to 15.00 hrs (Lunch Time 11.30 to 12.00 hrs).

E-way bill should be generated by supplier towards compliance of GST for supply of goods to MDL and for / Removal of rejected goods from MDL.

The following documents are mandatory to be submitted along with the consignment for receipt & acceptance of item upon delivery:

- (i) Delivery Challan with MDL CISF PASS IN stamp.
- (ii) Invoice (1 ink signed copy / carbon copy).
- (iii) Order copy and Amendment copy if applicable (Photo Copy).
- (iv) Packing list (if any)
- (v) Guarantee/warranty certificate on company's letterhead.

19. **Inspection:**

a. **Receipt Inspection:** MDL shall carry out receipt inspection (by GRS/User department) of the items on receipt in the MDL store on the basis of appropriate MDL Inspection system requirements & the Inspection documents submitted by suppliers. Any objection raised by MDL inspection team against quality of material or workmanship shall be satisfactorily corrected by the supplier at his expenses including replacement as may be required within shortest possible time within 30 days. Items

damaged during transit shall also be rectified or replaced by the supplier within shortest possible time.

b. **Rejection of the material:** Any portion of the equipment found defective/rejected, the supplier shall collect the same at his cost from the MDL Yard, all incidental charges being born by supplier, (inclusive of GST, if payable), within 30 days from the date of intimation to the supplier of such rejection. The MDL reserves the rights to dispose off the rejected item at the end of a total period of 90 days in any manner, to the best advantage to the MDL & recover storage charges & any consequential damages, from sale proceeds of such disposal.

The following documents should be supplied towards receipt inspection and ascertain to acceptance of goods:

- i. Order copy and amendment copies if applicable.
- ii. Packing list (if any).
- iii. Delivery Challan with MDL CISF PASS IN stamp.
- iv. Guarantee/warranty certificate on company's letterhead.

20. **Security Deposit (SD): Not Applicable.**

21. **Liquidated Damages (L.D.):**

- i) Time is an essence of the contract therefore the jobs, as ordered, should be completed. In cases of delay not attributable to Purchaser beyond the agreed schedule, the Successful bidder shall pay liquidated damages @ 0.5% of order value per week of delay or part thereof subject to maximum of 5% of total order value will be recovered in case of delayed delivery of items. LD will be applicable on the value of the undelivered portion of goods/for undelivered manuals/documents, etc. as on delivery date mentioned in the purchase order.
- ii) Contractor will also be liable to pay liquidated damages as mentioned above for late delivery of guarantee certificate.

22. **Modifications to the Bids:** Bidders desirous of submitting modified bids prior to the closing date & time may do so. It is the responsibility of the bidder to ensure that the Bids and covers containing modified bids are clearly marked as "Modified / Revised Bid" and deposited in the designated tender box before the tender closing date & time. Modified bid received after the tender closing time is not acceptable. The bids should have revision number indicated.

23. **Hindrance Register:** All hindrances with date of occurrences and removal shall be noted in the Hindrance Register. The Hindrance Register shall be signed by the reps of both MDL as well as Contractor. Executive in the rank of Chief Manager and above shall be the nodal executive of the User Department.

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

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

- i) Bidder has withdrawn / modified / amended / impaired / derogated from the tender during the period of bid validity.
- ii) Bidder fails or refuses to execute the contract upon notification of acceptance of bid by the Purchaser during the period of bid validity.

25. MDL reserves the right to accept any or all offers in part / full without assigning any reasons whatsoever. In case of any dispute, our decision in this matter shall be final

and legally binding on you. MDL reserves the right to place order in parts quantity against the tender.

26. **Indemnity:** You shall hold harmless and keep MDL indemnified against all claims arising as a result of infringement of any patent rights on account of manufacture, sale or use of articles covered by the order.
27. **Risk Purchase & Order Cancellation:** In case of delay beyond 4 weeks from the contractual delivery period, MDL reserves the right to cancel the order and procure the ordered material from any available source at MDL's option and discretion and entirely at your risk and cost. Extra expenditure incurred by MDL in doing so will be recovered from you. MDL also reserves the right to cancel the order at your risk and cost if the progress of work is not considered satisfactory and it is felt that you are not likely to meet the contractual delivery date.
28. **Public Grievance Cell:** A Public Grievance Cell headed by **Shri R R Kumar, GM (Tech)** has been set up in the Company. Members of public having complaints or grievances are advised to contact him on Wednesday between 10.00 hours and 12.30 or send their complaints / grievances to him in writing for redressal. His telephone no. is 022-23763512 / 23723426. MDL shall not be bound by any printed conditions or provisions in the sellers bid forms or acknowledgement of contract, invoices, packing list and any other documents which support to impose any conditions at variances with the tender terms/ final negotiated & accepted terms.
29. All the terms & conditions of Tender Enquiry Form (TEF), General Terms & Conditions (GT & C), Standard Terms & Conditions (STACS) shall be applicable to this tender. Also, bidders shall abide by Official Secret Act 1923 & Safety Rules. These GT&C & STACS are readily available for downloading from our web site '<https://mazagondock.in>', go to Tenders -> Shipbuilding -> Material Purchase -> SBMP Notifications. Any deviation from MDL tender enquiry, GT&C & STACS should be specifically highlighted, failing which it will be construed that all the terms and conditions of TEF, STACs and GT&C are acceptable to you in totality.
30. MDL shall not be bound by any printed conditions or provisions in the sellers bid forms or acknowledgement of contract, invoices, packing list and any other documents which support to impose any conditions at variances with the tender terms/ final negotiated & accepted terms.
31. Request for extension, if at all to be made, shall be forwarded at least 3 working days in advance to the tender closing date / time with proper reasoning. The request shall be put up to the competent authority for consideration on the merit of the case. MDL reserves all rights in this regard & decision of MDL shall be binding to the applicant.

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

Regards,

(अजय कुमार शुक्ला)
मुख्य प्रबंधक (वा° सा° क्र)

Enclosures:

- Enclosure – 1** – Price Bid format.
Enclosure – 2 – Tender Enquiry terms acceptance form.
Enclosure – 3 – Standard Terms & Conditions (STACS).
Enclosure – 4 – General Terms & Conditions of the Tender Enquiry.
Annexure "A" – Declaration of Compliance of Order on Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017

Annexure-B - TDS Declaration Format.

*** Following Formats and reference documents are available on MDL website - [https://mazagondock.in-Tenders-Shipbuilding-Material Purchase-SBMP Notification](https://mazagondock.in-Tenders-Shipbuilding-Material-Purchase-SBMP-Notification) and same are part of tender enquiry.**

RTGS / NEFT Format.

Statutory requirements, Official Secret Act 1923 & Safety clause.

ENCLOSURE - 1**Tender No. GM(M)/AKS/2000007821****PRICE BID (FORMAT)****(Strictly to be submitted on supplier's letter head duly filled - in, signed and stamped)**

Sr No	Parts Description	Quantity	Basic Unit Rate (in Rs.)	Applicable GST % (SGST+CGST or IGST)	Total
A	B	C	D	E	F = (D+E)xC
1.	SUPPLY OF "EXCHANGER HEAT 6.1 CMM", PART NO: 24298341 (SUITABLE & COMPATIBLE FOR 'INGERSOL RAND' MAKE REFRIGERATED DRYER MODEL NO D600 IN-iA)	1 Nos			
Grand Total					

Note:

- (i) The above quoted rates are inclusive of incidental expenses, tools Machinery and transport etc. Applicable taxes, duties to be indicated separately as Mentioned above.
- (ii) Item should be fully compatible & suitable for the above mentioned Dryer model & Necessary Test Certificate to that effect is to be obtained either from OEM or OEM's Authorised Dealer & to be submitted by the Vendor while delivering the item at MDL)

Company Name & Seal**Authorized Signatory**

Tender No. 2000007821**Tender Enquiry Terms Acceptance Format**

Tender Enquiry Clause No.	Vendor's Acceptance - Accepted / Not accepted (If No then give clarification)

ACCEPTANCE FORM FOR GENERAL TERMS & CONDITIONS

GT&C Clause No.	Sub Clause No.	Bidder's Remark

STACS Acceptance Format

STACS Clause No.	Accepted / Deviation	Bidders Remarks.

Company's Name and Address:

Signature:**Date:****Name:****Designation:****Bidder's Company Seal:****Notes:**

1. Bidders should carefully read the Standard Terms & Conditions (STACS) included in the tender prior to filling up this acceptance format.
2. This format should be properly filled, signed and return by the bidder(s) along with their Technical offer for considering their bid.
3. Bidders(s) should indicate "ACC" for Accepted, "DEV" for Deviation Taken for each clause number in the above table.
4. Bidders(s) to attach Separate Sheet indicating all relevant details such as Number and description of the clause, Reasons for Deviation and Alternative suggested for any deviations taken by them.
5. STACS clause number shown in the above format also includes the sub-clauses under these clauses.

ENCLOSURE - 3**STANDARD TERMS AND CONDITIONS (STACS)**

- 101** The word '**Purchaser**' refers to MAZAGON DOCK SHIPBUILDERS LIMITED, (MDL), a Company registered under the Indian Companies Act, 1913 and it includes its successors or assignees.
- 102** The word '**Bidder/Supplier/Contractor**' means the person / firm / Company who undertakes to manufacture and/or supply and/or undertake work of any nature assigned by the Purchaser from time to time and includes its successors or assignees.
- 103** The word '**Owner**' means the person or authority with whom Mazagon Dock Limited (Purchaser) has contracted to carry out work in relation to which orders are placed by the Purchaser on the **Bidder/Supplier/Contractor** under this contract for supply or manufacture of certain items and would include Department of Defence Production, Ministry of Defence, Government of India, the Indian Navy, the Coast Guard and any other specified authority.

120 GENERAL

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

200 COMMUNICATION & LANGUAGE FOR DOCUMENTATION

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

210. PURCHASER'S PROPERTY.

211. All property (such as materials, drawings, documents etc) issued by the Purchaser or any other individual or firm on behalf of the Purchaser in connection with the contract shall remain confidential, being the property of the Purchaser and the Bidder/Supplier/Contractor shall undertake to return all such property so issued and will be responsible for any or all loss thereof and damage thereto resulting from whatever causes and shall reimburse the Purchaser the full amount of loss and damage.
212. On completion of work in any compartment / location of the purchaser's premises, the Bidder/Supplier/Contractor must ensure that the place is left in a reasonably clean state and all scrap is transferred to nearby scrap-bins.

220. RISK PURCHASE

221. If the equipment / article / service or any portion thereof be not delivered / performed by the scheduled delivery date / period, any stoppage or discontinuation of ordered supply / awarded contract without written consent by Purchaser or not meeting the required quality standards the Purchaser shall be at liberty, without prejudice to the right of the Purchaser to recover Liquidated Damages / penalty as provided for in these conditions or to any other remedy for breach of contract, to terminate the contract either wholly or to the extent of such default. Amounts advanced or part thereof corresponding to the undelivered supply shall be recoverable from the Contractor / Bidder at the prevailing bank rate of interest.
222. The Purchaser shall also be at liberty to purchase, manufacture or supply from stock as it deems fit, other articles of the same or similar description to make good such default and/or in the event of the contract being terminated, the balance of the articles of the remaining to be delivered there under. Any excess over the purchase price cost of manufacture or value of any articles supplied from the stock, as the case may be, over the contract price shall be recoverable from the Bidder / Supplier / Contractor.

230. RECOVERY-ADJUSTMENT PROVISIONS:

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

240. ADDITIONAL BANK GUARANTEE

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

250. INDEMNIFICATION

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

260. TRANSFER OF SUPPLIERS / CONTRACTOR'S RIGHTS:

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

270. SUBCONTRACT & RIGHT OF PURCHASER

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

280. PATENT RIGHTS.

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

290. AGENTS/AGENCY COMMISSION:

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

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

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

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

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

300. USE OF UNDUE INFLUENCE / CORRUPT PRACTICES:

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

any other contracts with the Bidder / Contractor / Supplier and recover from the Bidder / Supplier / Contractor the amount of any loss arising from such cancellation. Decision of the Purchaser or his nominee to the effect that a breach of the undertaking has been committed shall be final and binding on the Bidder / Supplier / Contractor.

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

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

310. IMMUNITY OF GOVERNMENT OF INDIA CLAUSE

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

320. EXPORT LICENCE

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

330. BANNED OR DE-LISTED CONTRACTORS / SUPPLIERS.

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

340. DUTY OF PERSONNEL OF SUPPLIER/SUPPLIER

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

350. ARBITRATION

351. Any dispute / differences between the parties arising out of and in connection with the contract shall be settled amicably by mutual negotiations. Unresolved disputes/ differences, if any, shall be settled by Arbitration and the arbitration proceedings shall be conducted at Mumbai (India) in English language, under the Indian Arbitration and Conciliation Act, 1996. MDL may prefer to have arbitration through Institutes such as Indian Council of Arbitration (ICA)/Indian Merchant Chambers (IMC), in which case appointment of separate arbitrator by both sides and then appointment of third arbitrator will not be required.

352. In case of unresolved difference / dispute between Purchaser and Supplier, Purchaser being a Public Sector Enterprise, shall be referred by either party to the Department of Public Enterprises, as per extant guidelines.

(Any changes to arbitration clause must be vetted by CS & LE Deptt before incorporation in contract/PO).

360. JURISDICTION OF COURTS

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

ENCLOSURE - 4**GENERAL TERMS & CONDITIONS (GT&C) FOR ITEMS & SERVICES****(EXCLUDING CIVIL WORKS)****A10. Blank****A20. SECURITY DEPOSIT**

A21. The successful bidder shall submit a Security Deposit @ 5% of the value of the Order in the form of Demand Draft / Bank Guarantee in the prescribed format in favour of Purchaser within 15 days from date of LOI / Order / 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 / Vendor / 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 / Vendor / 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 / Vendor / 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 / Vendor / 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 / Vendor / Contractor to comply with the delivery schedule is inevitable. In such an event the Bidder / Vendor / 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 / Vendor / 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 vendor / 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 you.

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 / Vendor / 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 / Vendor / Contractor.

A93. The Bidder / Vendor / 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 & 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 / Vendor / Contractor. In other agreed cases of Ex-works / Ex-Transporter's warehouse or Railway godown offers, the Bidder / Vendor / Contractor on dispatch, shall give details of materials with dispatch particulars and their value in time to Purchaser's Insurance Company on the contact details as provided in the order. In such agreed cases, the freight & insurance charges will be paid by the purchaser directly to the parties concerned.

A102. **For Foreign Bidders:** For overseas supplies on CIF basis. Freight & Insurance up to port of destination (Sea/Air) shall be arranged by the Supplier/Contractor. The Bidder / Supplier / Contractor shall immediately on dispatch of the items, inform all relevant details of 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 (Not Applicable)

111. GST as per GST Laws shall be payable extra as quoted and agreed.

1. In case of purchases of goods/services from unregistered dealers under GST laws, GST will be paid by MDL under reverse charge mechanism.

2. Where the quoted price is claimed to be inclusive of taxes (by other than composite vendor), MDL consider it as net price on which GST is payable. In such cases, the GST may be paid by MDL directly to GSTN under reverse charge mechanism or otherwise for which no input tax credit will be available to vendor and vendor is deemed to have confirmed that he will not claim ITC for such items.

3. Benefits from reduction in rate of tax/ITC is required to be passed on to consumer. Where "applicable GST" has been quoted as extra, Goods and service providers

(except un-registered dealers under GST Law) have to submit declaration that they have complied with 'Anti -profiteering clause' under GST Law. Such declaration be given in technical bid.

4.If the vendor is registered under GST, vendor shall mention the HSN code for goods&/or \services in their tax invoice ,etc. These codes must be in accordance with GST Laws and responsibility of specifying correct HSN code for goods&/or services is that of the vendor. MDL shall not be responsible for any error in HSN code for goods&/or services specified by supplier/contractor. Supplier/contractor shall pay penalty and/or interest imposed on MDL or any loss due to delay in availing ITC by MDL or any loss of ITC to MDL due to error by vendors at any stage. MDL reserve right to recover any such interest , penalty or loss from any amount due to supplier /contractor or vendor shall reimburse /make good such loss within 15days after intimation by MDL or otherwise.

5.In case, MDL is unable to avail ITC , supplier/contractor at their own cost shall rectify the shortcoming in the returns to be filed immediately thereafter. Further , if the ITC is delayed /denied to MDL/reversed subsequently as per GST Laws due to non/delayed receipt of goods and/or services and/or tax invoice or expiry of timelines prescribed in GST Laws for availing ITC, non-payment of taxes or non-filing of returns or any other reasons not attributable to MDL, supplier /contractor shall pay any loss of amount alongwith interest and penalty on MDL under GST Laws for the number of days the ITC was delayed. If the shortcoming is not rectified by supplier/contractor and MDL ends up in reversal of credits and/or payments , supplier/contractor is fully liable for making good all the loss incurred by MDL. MDL reserve right to recover any interest , penalty or loss from any amount due to supplier/contractor or otherwise.

6.If the vendor is registered under GST, the GST registration number (15 digit GSTIN) issued by GOI shall be mandatorily provided by the vendor . vendor having multiple business verticals within state /at multiple states with separate GST registration numbers shall forward GSTIN of only that vertical which is involved in supply of goods and/or services . MDL GSTIN is 27AAACM8029J1ZA and vendor shall mention the same while invoicing and avoid any data entry error on GST portal.

7.If the vendor is registered under GST , vendor shall ensure timely submission of invoice as per the provisions/requirements/timeline promulgated by GOI in relation to GST Laws 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).

8.If the vendor is registered under GST, vendor shall file all applicable returns under GST Laws in the stipulated time and any losses of tax credit to MDL arising due to delay in filling will be recovered from their invoice wherever MDL is eligible to avail tax credit. Any default towards payment of tax and/or uploading of monthly returns by supplier /contractors, MDL retains right to withhold payments towards tax portion until the same is corrected and complied by the supplier/contractor with the requirement of GST alongwith satisfactory evidence.

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
Where the amount or value said forth in work contract does not exceed Rs. 10 Lakhs.	Rs. 500.00
Where it exceeds rupees 10 Lakhs	Rs. 500.00 +1% of the amount above ten lakhs subject to

A120. DEMURRAGE

A121. Storage and Demurrage charges will be payable by the Bidder / Vendor / 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 Officer 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/ Vendor / Contractor.

A133. The Bidder / Vendor / 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 / Vendor / 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 / Vendor / 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 / Vendor / Contractor shall unconditionally and free of cost to the Purchaser transfer information on technological developments / innovations / modifications which

the Bidder / Vendor / 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 / Vendor / 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 / Vendor / Contractor's Design Department in the course of manufacture of equipment ordered by the Purchaser, the Bidder / Vendor / 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 / Vendor / Contractor, the Bidder / Vendor / 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 / Vendor / 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 / Vendor / 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 / Vendor / Contractor shall pay to the Owner royalty at the rate mutually agreed to.

A165. The Sub-contractor / Supplier / Vendor 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 / Vendor decides to discontinue the product, for any reason whatsoever, adequate notice shall be given to the Purchaser / Owner to enable procurement of the requisite lifetime spares.

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

A171. The Purchaser reserves the right to accept and or reject any or all tenders and or to withdraw the tender in toto and or award the contract / order in full or part to more than one vendor / 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 FOR FREE ISSUE MATERIAL

A181. The Bidder / Vendor / Contractor shall furnish Bank Guarantee 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 / Vendor 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 / Vendor to do so is liable for disqualification / debarring of the

Sub-contractor / Supplier / Vendor from all future tender enquiries and or delisting from the list of 'Approved Registered Vendors.

A200. FACILITY PROVISION (Applicable only for Services)

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

A210. INDIGENIZATION BANK GUARANTEE (INDBG) (ONLY FOR P15B & P17A PROJECTS)

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

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

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

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

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

A231. MDL has right to place order on MSE-Manufacturers meeting following criteria: In tenders, if participating MSEs quoted prices are within price band of L1+15%, such MSEs shall also be allowed to supply a portion up to 20% of requirement by bringing down their prices to L1 price where L1 is non MSEs. If more than 1 MSEs fall under such criteria then this 20% shall be distributed proportionally. This preference shall not be applicable where MSE firm is L1 firm. % out of 20 percent target of annual procurement from Micro and Small Enterprises, a subtarget of 20 percent (i.e 4 percent out of 20 percent) shall be earmarked for procurement from Micro and Small Enterprises owned by the Scheduled Caste or the Scheduled Tribe Entrepreneurs. In respect of items reserved for MSE-Manufacturers, extant guidelines shall be followed. Presently Circular No. S.O. 581(E) dated 23.03.2012 is applicable. MSEs involved intrading 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 incase emerged L1 bidder is other than Start-up and Start-up firm agrees to match L1 prices. In

case if Start-up firm emerges as L1, an initial order for 20% shall be released to monitor performance & subsequently upon successful execution order for balance 80% quantity shall be placed. Presently Circular No. 113 dated 18/02/2016/G.S.R180 (E) is applicable.

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

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

DECLARATION BY AUTHORISED SIGNATORY OF THE FIRM

I, the undersigned, (full names),
do hereby declare, in my capacity as
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** (~~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

Annexure "B"**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 2019-20 (FY 2018-19)	Data to be filled by company
2	ITR filed for AY 2020-21 (FY 2019-20)	Data to be filled by company

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

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

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

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

Signature & Stamp of Authorised representative of Company