



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	6000001496	विभाग/Department	OTS(OUTSOURCING DEPT.)
क्रय अधिकारी/Purchase Exec.	Ashish Wankhade	क्रय अधिकारी/Purchase Exec.	Ashish Wankhade
सेवा में /To		दूरभाष सं./Telephone No	23763084
		फैक्स सं./Fax No	23743198
		ई-मेल/E-Mail	awankhede@mazdock.com
दूरभाष सं./Telephone		निविदा सं./Tender No	6000001496
फैक्स सं./Fax		निविदा तिथि/ Tender Date	23.06.2022
ई-मेल/E-Mail		निविदा बंद की तिथि/Tender Closing Date	14.07.2022
		निविदा बंद होने का समय/Tender Closing Time	15:00:00
		आरएफक्यू सं./RFQ No	2110001706

निविदा शुल्क/Tender Fee	रु/Rs	0.00
बयाना राशि/EMD Amount	रु/Rs	0.00
पुर्व बिड बैठक तिथि और समय/Pre Bid Meeting Date & Time		,00:00:00
निविदा खोलने की तिथि और समय/Tender Opening Date & Time		15.07.2022,15:30:00
प्रस्ताव वैधता तिथि है/Offer should be valid up to		
सुरक्षा जमा/Security Deposit		0.00 %आदेश मूल्य का/PO value
वरीय बैंक जमानत /Perf. Bank Guarantee		0.00 %आदेश मूल्य का/PO value

(आगे के विवरण हेतु कृपया सम्बंधित नियम शर्तों को पढ़ें। सुनिश्चित करें कि कोटेशन और संबंधित पत्राचार के लिए विभाग का नाम, क्रय अधिकारी का नाम, निविदा संख्या, बंद होने का समय एवं तिथि एवं आरएफक्यू सं. अपने कोटेशनमें लिखें।
Kindly read and refer relevant terms & conditions for further details. Do ensure to Quote Department Name, Purchase Executive & Name, Tender Number, closing date & time and RFQ Number in your Quotation & related correspondence)

प्रिय महोदय/महोदया
Dear Sir / Madam ,

विषय /SUB:- TRIENNIAL RATE CONTRACT FOR PROCUREMENT & RENEWAL OF DIGITAL SIGNATURE CERTIFICATE (DSC) OF CLASS III B

माझगांव डॉक शिपबिल्डर्स लिमिटेड प्रतिष्ठित/संभावित आपूर्तिकर्ताओं से निम्न हेतु, प्रतियोगितात्मक दो बोली प्रणाली में (भाग -I तकनिकी - 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	Procurement & Renewal of DSC class IIIB	1 Activity unit	30.04.2025
The Line item 00100 covers the following services			
000000001	सेवा सं./Service Number :-	400 Number	

क्र सं. SL.No.	सामग्री / सेवा विवरण Material / Service Details	मात्रा / इकाई Quantity / unit	आपूर्ति तिथि Delivery Date
0	संक्षिप्त वर्णन/Short Description :- Digital certificate of class IIIB		
000000002	सेवा सं./Service Number :-	200 Number	
0	संक्षिप्त वर्णन/Short Description :- Crypto token for DSC		

नियम और शर्तें : भाग ए में लिखी हुई और इतर संलग्नपत्रे इस निविदा एक अभिन्न अंग हैं। हमें आशा है कि, 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 on-line competitive bids from reputed Bidders / Suppliers in TWO BID SYSTEM (Part-I Techno Commercial Bid and Part-II Price Bid) on our e-procurement portal <https://eprocuremdl.nic.in> for the following Scope of Work / Supplies, terms and conditions:

1. DESCRIPTION OF WORK / SUPPLIES / SERVICES: Triennial Rate Contract for Procurement & Renewal of Digital Signature Certificate (DSC) of Class III B

1.1 The detailed scope of work is as per **Enclosure-1** below,

2. PRE- QUALIFICATION CRITERIA:

Bidder is required to submit scanned copy of necessary documents as below to ascertain their qualifying status. MDL reserve the right to verify the authenticity of the documents wherever felt necessary.

i)	Bidders Company Profile and Shop & Establishment registration certificate.
ii)	List of equipment held by them with model / year / working status along with details of their facilities and personnel with designation, qualification and experience to determine their capabilities.
iii)	Bidders Audited Balance sheets and Profit & Loss A/c of the company for last 3 financial years ending 31st March 2019, 2020 and 2021.
iv)	a) Contractor should submit at least 01 Purchase Orders with completion certificate/ challan/ proof for completion of the said POs for supply/ renewal of DSC, CLASS III B. b) DSCs CLASS III B to be supplied/ renewed by vendor should comply with M/s National Information Center e procurement website.
<p>Note:</p> <p>1) Sr. no. (i) and (ii) above not required for vendors permanently registered with MDL. Vendor to submit vendor registration copy.</p> <p>2) It is clarified that the work executed by the contractors for their in-house or capital use will not be considered for the purpose of bidders' experience of completion of similar works.</p> <p>3) Bidders need to Upload supporting documentary evidence in support of the Pre-Qualification Criteria viz. Work Order, Work Completion Certificate issued by the party for whom the work is done. MDL has a right to verify / cross verification of authenticity of the said documents whenever felt necessary</p>	

3. EARNEST MONEY DEPOSIT (EMD): Not Applicable.

4. VALIDITY PERIOD: Bids / Offers shall have the validity period of **120 Days** from the tender closing date. A bid valid for a shorter period will be liable for rejection.

5. ONLINE SUBMISSION OF OFFER IN TWO-BID SYSTEM: Offer must be submitted in two parts, Part - I (Techno-Commercial Bid) & Part – II (Price Bid) on the MDL's e-Procurement website <https://eprocuremdl.nic.in>. **Offer in any other form will not be considered.**

Techno-Commercial Bid Part-I: This part should contain the following:

i)	Online Acceptance on clauses of Tender Enquiry (TEF), General Terms & Conditions (GT&C), Standard Terms & Conditions (STACs) in the Prescribed Formats stating 'Accepted OR Deviation' as applicable for each of the clause.
ii)	Deviation sheet in case of any deviations from Terms, Conditions specified in the Standard Terms and Conditions, Tender Enquiry & General Terms & Conditions shall be uploaded online.

iii)	Any deviation with respect to Technical requirement shall be uploaded online by the bidder.
iv)	Scanned image of Valid GST certificate. Scanned image of PAN card
v)	Price schedule BLANKING the PRICES but clearly indicating ' QUOTED / UNQUOTED ', also indicating the % of actual taxes/ duties applicable, in the prescribed format available on MDL's e-Procurement website https://eprocuremdl.nic.in .
vi)	Bidders / Vendors should upload scanned documents as per clause 2 of the tender. (for Prequalification criteria).
vii)	Scanned Image of valid Registration or Approval certificates in case of Bidder's/ firms registered with MDL/ NSIC/ Micro or Small Enterprises/Industries.
viii)	Scanned image of Vendor Declaration in bidder's letter head as per the format at Enclosure-7 .
ix)	Scanned image of duly filled RTGS/NEFT as per Enclosure-6 .
x)	Copies of valid Registration or Approval certificates (if any) of the following shall be uploaded on-line: a. Micro Enterprises. b. Small Enterprises. c. ISO Accreditation.
xi)	Declaration of Compliance of Order (Public Procurement No.1, 2 & 3) dtd 23 Jul 2020 & 24 Jul 2020 on Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017 – Enclosure- 8 .

Note: i) MDL has a right to verify / cross verification of authenticity of the scanned documents with respect to original submitted against this tender.

ii) The bidder is requested to **ensure that all the documents asked for are submitted** and are clear, legible & duly signed (i.e. self-attested), as it would save considerable time without necessitating the need for furnishing of the documents again by them. The bidder is also requested **not to submit unnecessary documents not asked for**, like signed & stamped copy of this Tender document, etc.

iii) The bidder is required to compulsorily select "ACCEPTED" or "DEVIATION" from the drop-down field choices available against the relevant Para no. /Clause no. of TEF/STACS/GT&C (as applicable). In case "DEVIATION" is selected against a particular Para no. /Clause no., it would be mandatory to explain the deviation proposed by the bidder in the adjoining text field. Any deviation (s) mentioned elsewhere in the Offer/Bid, other than in the said forms, will not be considered.

iv) Blank Rate Sheet form is required to be filled-up by the bidder online by selecting "QUOTED" or "NOT QUOTED" from the drop-down field choices available, depending upon whether the bidder has quoted for the particular Service/Item tendered. Therein, the bidder is also required to specify the Taxes & duties (if any) quoted & the rate of the Taxes/Duties.

Part-II: In this part bidders are requested to fill the PRICES for each of the listed items strictly in the prescribed format/ Rate sheet provided in E-Procurement Portal. **Offer in any other form shall not be considered.**

6. 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 in any form other than in NIC portal
ii)	Bids received after tender closing date and time.
iii)	Bidders who are debarred under PPP MII order 2017, GeM CPPP including tender holiday issued by MDL.

b. For the following conditions (other than non-negotiable conditions indicated above, equal time & opportunity for submission of deficient techno-commercial documents and clarification shall be given to the bidders. Bidders are required to submit such documents / clarifications within the duration / date stipulated by MDL, failing which their bids shall be rejected in following cases.

i.	Bidder's failure to submit sufficient or complete details for evaluation of the bids within the given period on intimation of deficiency in the bid which shall not however conflict with validity period.
ii.	Incomplete / misleading / ambiguous bids in the considered opinion of Technical Negotiation Committee (TNC) of MDL
iii.	Bids with technical requirements and or terms not acceptable to MDL.
iv.	Bids received without scanned copies of pre-qualification documents wherever required as per the tender.
v.	Bids not meeting the pre-qualification parameters / criteria stipulated in the Tender Enquiry.
vi.	Bidders not submitting documents as per clause 5.
vii.	Unreasonably longer delivery period quoted by the firm
viii.	Validity period indicated by bidders is shorter than that specified in the tender enquiry.
ix.	Bidders who have not agreed for the fixed price till the validity of the tender or have quoted the variable price.
x.	Non Submission of unique GeM seller ID by bidder within reasonable time post opening of tender but before price bid opening.
xi.	Non-submission of Compliance Certificate w.r.t Land Border Clause as per the enclosed format at Enclosure-8 (Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017)
xii.	Bidder not quoted for all items of the Rate sheet

7. 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.

8. BID EVALUATION CRITERIA:

- a) Lowest Bidder (L1) will be determined on the basis of overall quoted prices (excluding Taxes) for the entire quantity of tender for all the items/services of rate sheet. The lowest bidder (L1) will be considered for further processing of placement of order. On-line Ranking visible to the bidder is without loading parameters. However, the Overall L1 bidder will be evaluated offline after applying all applicable loading Parameters as mentioned in the tender document and commercial terms.
- b) Taxes are excluded for the purpose of ranking of price bids to determine L1 Bidder. There may arise a situation where overall cost (inclusive of taxes) of services by the adjudged L1 bidder may be higher compared with any other bid(s) depending on the tax structure. Therefore, the adjudged L1 bidder has to reduce the price to make it competitive both before including taxes and after including taxes. If the adjudged L1 bidder does not agree to reduce the price to make it competitive after including taxes, duties and Levies, then the next lowest ranked bidder will be given the opportunity in the order of ranking so that procurement is competitive.

Note: In case of any discrepancies observed in any Rate Sheet, or against each item and / or in grand total in the price bid, evaluation would be carried out by arriving on the grand total by considering the unit rate and quantity indicated in rate sheets.

9. PRICING:

- a) Bidder shall quote the prices of all items listed in the tender enquiry which will be inclusive of all costs such as labor, transportation, all incidental expenses etc. as per statutory requirement (Minimum wages, PF, insurance etc.). However, the applicable taxes/duties & levies will be indicated separately in the rate sheet. The prices quoted shall remain firm and fixed during the currency of the order/contract.
- b) MDL shall not be bound by any printed conditions or provisions in the bidder's bid forms or acknowledgement of Order/Contract, invoices, packing list and other documents which purport to impose any conditions at variance with or supplemental to Order/Contract. Illustrated Rate sheet is attached at **Enclosure-2**.

10. PRICE ESCALATION: Price shall be firm & fixed during entire contract period. Price escalation is not applicable

11. CONTRACT PERIOD: The Contract will be for a period of Three Years and may be extended for a further period of 03 months on MDL discretion on same rates and terms and conditions. However, if the performance of contractor is not satisfactory then contract may be terminated with one-month notice period by applying relevant clauses of contract such as Risk Purchase, forfeiture of Security deposit etc.

12. MOBILIZATION: Not required, Vendor should start work within same day after placement of order.

13. TAXES & DUTIES:

Following details are to be submitted by the bidders:

- GST No.:
- Type of dealer (composition/ normal):
- SAC/HSN No.:
- % of GST:
 - a) GST as per GST Laws shall be payable extra as quoted and agreed.
 - b) In case of purchases of goods/services from unregistered dealers under GST Laws, GST will be paid by MDL under reverse charge mechanism.

- c) Bidder should upload invoice on GST portal in the month of sale against MDL GSTIN 27AAACM8029J1ZA
- d) Bidder invoice number should be 16 characters or less and invoice number exactly as printed on the invoice should be uploaded on the GST portal.
- e) 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.
- f) If the vendor is registered under GST, vendor shall mention the HSN code for goods &/or services in their tax invoice, etc. These codes must be in accordance with GST Laws and responsibility of specifying correct HSN codes for goods &/or services is that of the vendor. MDL shall not be responsible for any error in HSN code for goods &/or services specified by supplier / contractor. Supplier /Contractor shall pay penalty and/ or interest imposed on MDL or any loss due to delay in availing ITC by MDL or any loss of ITC to MDL due to errors by vendors at any stage. MDL reserves right to recover any such interest, penalty or loss from any amount due to Supplier /Contractor or otherwise.
- g) In case, MDL is unable to avail ITC, supplier/contractor at their own cost shall rectify the shortcoming in the returns to be filed immediately thereafter. Further, if the ITC is delayed / denied to MDL / reversed subsequently as per GST Laws due to non / delayed receipt of goods and / or services and / or tax invoice or expiry of timelines prescribed in GST Laws for availing ITC, non-payment of taxes or non-filing of returns or any other reason not attributable to MDL, Supplier /Contractor shall pay any loss of amount along with interest and penalty on MDL under GST Laws for the number of days the ITC was delayed. If the short coming is not rectified by supplier/contractor and MDL ends up in reversal of credits and / or payments, supplier /contractor is fully liable for making good all the loss incurred by MDL. MDL reserves right to recover any interest, penalty or loss from any amount due to Supplier /Contractor or otherwise.
- h) 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.
- i) 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).
- j) If the vendor is registered under GST, vendor shall file all applicable returns under GST Laws in the stipulated time & any losses of tax credit to MDL arising due to delay in 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.
- k) The rate sheet enclosed with the tender will indicate the rates to be entered under each head wherever applicable. Bidders must clearly mention the applicable Taxes & Duties. The item wise rates 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.

14. TERMS OF PAYMENT:

- a) 100% Payment will be made through NEFT/RTGS within 15 to 20 days on submission of bills in triplicate to Invoice Receipt Section along with SAP Service Entry Sheet original (Work Completion Certificate) duly certified by Chief manager or above level of user Department (Material Department)
- b) The bills shall be preferably submitted within four weeks of certification of SAP Service Entry Sheet to MDL's Bill receipt section along with all requisite documents.
- c) SAP Service Entry Sheet (Work completion certificate) should confirm that the work is completed in time or in case of delays, the duration be specified in this certificate to invoke LD Clause and effect recoveries from Contractors' invoice.
- d) In case of failure to submit shortfall documents in invoice within 2-3 days, the invoice will be returned to the contractor for rectification.
- e) No advance will be paid in any manner against the contract
- f) As per latest GST Rules, from 1st April 2022, Vendors, whose aggregate turnover in any preceding financial year from 2017-2018 onwards, exceeds Rs. 20 Cr as per GST act, will have to issue e-Invoice with a QR code and Invoice Registration No.(IRN). In case of failure to submit the E-Invoice/ or the self-declaration (if applicable), Tax invoice should be returned and claim will not be processed.
- g) However, from 1st April 2022, with the revised MSME definition which is based on turnover, no e-Invoice or self declaration will be required from Micro Enterprises who have Udyam Registration No, (URN) as their turnover is less than 5 Crs..
- h) Wherever GST is applicable, payment will be released against e-Invoice, or Invoice accompanied with Vendor's Self Declaration that " We do not fall under the category of registered persons notified under Rule 48(4) of the Central GST Rules, 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. 20 Crores as per GST act".
- i) **Alternate MSE vendor payment through TReDS:** "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.
MDL is registered on the "Invoicemart" TReDS platform and M1xchange of M/s Mynd Solutions Pvt Ltd.
MSME bidders desirous to receive payments through TReDS platform may avail the facility if they are already registered on
 1. "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.
 2. "M1xchange" TReDS platform or by registering on it.
Contact details at "M1xchange" TReDS platform are as below:
+91 9920455374 Ms Ashwathi Jayandran email id ashwathi.jayandran@m1xchange.com
+91 8839915724 Ms Prinyaka Shah email id prinyaka.shah@m1xchange.com

15. CONTACT PERSON OF TECHNICAL CLARIFICATION: Prior to submission of your quotation, if any clarification is required bidders may contact Mr.Ramesh Mourya, DGM (Materials-ICC) on 022-2373 3252, rmourya@mazdock.com or Mr. Pramod Kumar Roy, MANAGER (C-MP/ICC) on 022 – 2376 3777, proy@mazdock.com

16. MODIFICATIONS TO THE BIDS: Bidder will not be allowed to bid after the closing time is over. Bidder can change the submitted bid any time till the closing time through e-portal only and the last changed bid will be considered for ranking of the bids.

17. SECURITY DEPOSIT (SD): Not applicable

18. GUARANTEE/WARRANTY: Not applicable

19. PERFORMANCE BANK GUARANTEE (PBG): Not Applicable

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

21. INSPECTION: Not Applicable.

22. FREE ISSUE MATERIAL (FIM): Not Applicable.

23. LOADING CRITERIA: Deviations sought by the bidder in respect of Payment terms and delivery period shall be loaded on the bidder/s quoted prices during price evaluation by MDL as per MDL Norms. It is desirable that the bidder accepts the Payment Terms indicated by the company in the Tender document. Varied payment terms quoted by bidders as compared to the terms stated in the Tender document shall be normalized by loading the Prime Lending Rate of State Bank of India plus 2% on the quoted price.

Note: Online ranking visible to bidders after opening part II price bids is without loading parameters. However, the L1 bidder will be evaluated offline by applying all applicable loading parameters as mentioned in the tender document.

24. FREAK LOW: In case after opening of price bid, it is observed that L1 firm has quoted very low rates and indicates to withdraw from the tender then firm may be given tender holiday including intimation to other PSUs.

25. HINDRANCE REGISTER: All hindrances with date of occurrences and removal shall be noted in the Hindrance Register. The Hindrance Register shall be signed by the representatives of both MDL (Executive of designation of Chief Manager or above) as well as Contractor.

26. PUBLIC GRIEVANCE CELL: - Public Grievance Cell headed by Shri R R Kumar, GM (EY-PROD), D2- Building, 4th floor, East Yard, MDL 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 or send their complaints/grievances to him in writing for redressal. His Telephone No. is 022- 23763512.

27. RISK PURCHASE: If the 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 of 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.

MDL shall also be at liberty to purchase, manufacture or supply from stock or utilize the services 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 / Contractor

28. COMPLIANCE TO STATUTORY REQUIREMENTS: The Contractor shall also abide all statutory requirements, Official Secrets Act 1923 , Security & Safety regulations, etc. as per references, which are part of this Tender & also adhere to the health, safety and environment norms, equipping their personnel with suitable safety gears, Personal Protective Equipment (PPEs), etc.

29. 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 “Enclosure-8” 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

30. DECLARATION: 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.

31. BLACKLISTED/ DE-LISTED BIDDERS: The bidder / supplier / contractor shall declare 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

32. Contractors shall not engage employees of other contractors, presently working in MDL and recorded at Security Department. The contractor can engage such employees if other contractor gives no objection certificate for such engagement and cancel the name of such desirous employee from his roll and accordingly convey to the security. The contractor engaging such employee without permission is liable for penalty including termination of contract. Such penalty can also be imposed if it is observed that supervisors / workers deployed by contractors are not on their role as per statement submitted by him at Security.

33. PURCHASE PREFERENCE TO MAKE IN INDIA, Order 2017 : Not Applicable

34. WORKING ON MDL HOLIDAYS: Request for permission for working on Saturday / Sunday / holidays if required, should be submitted 3 working days prior to the date of holiday, to Personnel department and Security through concerned User Dept.

35. ARBITRATION:

a) Any unresolved claim, dispute or difference between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be settled by arbitration in accordance with the provisions of Arbitration and Conciliation Act 1996 by a sole arbitrator appointed with the mutual consent of both the parties.

b) The Cost of the arbitration, fee of the arbitrator, remuneration of the stenographer and clerk, stamp paper etc, as shall be decided by the Sole Arbitrator, shall be shared equally by the parties.

c) The seat of the arbitration shall be at Mumbai and the arbitration proceedings shall be conducted in English Language.

d) The governing laws for the arbitration agreement and the contract shall be the substantive laws of India.

36. INSTRUCTIONS TO THE BIDDERS:

Note: Before quoting against this Tender, the prospective bidder is requested to go through the Tender Enquiry document (& Annexes, if any) thoroughly & carefully. Deviations to the Terms & Conditions of the Tender are highly discouraged. Therefore, any doubts arising in respect of any of the Terms &

Conditions stipulated, Qualification Criteria, clarification if any w.r.t Documentation/Procedural requirements, etc. shall get clarified by the prospective bidder through the Dealing Executive invariably before the submission of the Bid.

36.1 Submission of bids against e-Tenders: The bidder is required to quote online on the e-Procurement website (www.eprocuremdl.nic.in) by the deadline, by submitting the Techno-commercial Bid & Price Bid in Electronic format only. The prices/quotes & a few declarations shall have to be entered/uploaded by the bidder online in the Tender's entry forms & other bid documents' scanned /soft copies shall have to be uploaded as part of the bid. All bids should be digitally signed using DSC (as explained below).

- (i) To be able to participate in e-Tender (s), every bidder must register themselves on the ASP's website (registration is free of cost) & must possess a legally valid Class-IIIB or above Digital Signature Certificate (DSC) (also known as Class-III or above DSC with encryption& signing authority) as per IT Act-2000, using which they can sign their electronic bids. The DSC can be procured from any Certifying Authority (CA) authorized by Controller of Certifying Authorities (CCA) of Govt. of India.
- (ii) National Informatics Centre (NIC) have been appointed by MDL as the Application Service Provider(ASP).
- (iii) Online User Manual is available on the website for the guidance of users & for participating in the e-Procurement/ e-Tendering, the bidder must ensure having the requisite (IT) infrastructure at their office premises
- (iv) In case of any difficulty during online submission of offer. Bidders can contact toll free customer help line no 0120-4200462, 0120-4001002 of e-procurement portal <http://eprocuremdl.nic.in>.
- (v) Bidders in their own interest are requested to upload their bids well in advance of tender closing date to avoid the last minute difficulties in uploading the bids. 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. MDL reserves all rights in this regard & decision of MDL shall be binding to the applicant. Problems in hardware/software, internet connectivity, system configurations, Browser setting etc, for whatsoever reason shall not be considered for extension of tender closing date and time.

36.2 Bidders in their own interest are requested to upload their bids well in advance of tender closing date to avoid the last minute difficulties in uploading the bids. 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. MDL reserves all rights in this regard & decision of MDL shall be binding to the applicant. Problems in hardware/software, internet connectivity, system configurations, Browser setting etc, for whatsoever reason shall not be considered for extension of tender closing date and time.

36.3 MDL will not be responsible for an error in downloading of tender documents from web by the bidders. The version appearing on MDL website will be considered final and authentic.

36.4 All bidders are requested to get their technical queries, if any, clarified in advance (3) days in advance to tender closing date) before bidding to avoid last minute delay. For any technical clarification, bidders are requested to contact Mr. Ashish Wankhede, Chief Manager (OTS), and Tel. no. 022- 2376 3084.

36.5 Entry Pass for Contractors and their workmen: Bidders shall comply with the "MDL Security Procedures laid down in MDL for entry passes in respect of Contractors and their workmen" which is available in the home page of OUTSOURCING DEPT. of MDL Website www.mazdock.in Shipbuilding → Outsourcing → Tenders.

36.6 Bids received against online participation shall only be accepted. Bids submitted in any other mode will not be considered.

36.7 Successful bidder on placement of order shall get registered with MDL within one month through Ms. S Sarkar, M (OTS) 022-2376-3405.

36.8 MDL bidder's earlier quoted for MDL tender on website <https://mdl.eprocure.in> have to register again (free of cost) on website <https://eprocuremdl.nic.in>

36.9 The contractor has to abide by all statutory requirements and submit the proof when called for. Any penalty levied on MDL due to contractor's failure to abide by statutory requirement shall be recoverable from the contractor.

36.10 Standard Terms & Conditions, General Terms & Conditions and Official Secret Act 1923 shall be integral part of tender.

36.11 You shall follow all labor laws and minimum wages as per Factory Act. Bids received from firms declared as black listed by MDL / other government organizations or / PSUs or firms that have been issued tender holiday will not be considered for this tender.

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

36.13 Bidder should have a valid GeM Seller Registration ID and should provide the same prior to placement of order.

37. PURCHASE PREFERENCE TO MICRO AND SMALL ENTERPRISES (MSES): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference for services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price.

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

Yours faithfully,
For Mazagon Dock Shipbuilders Limited,

(Mr. Ashish Wankhede)
CM (OTS-YS)
022-2376 3084

Enclosures to the Tender

Enclosure –1	Scope of Work
Enclosure –2	Blank Rate sheet
Enclosure –3	Tender Terms & Conditions Acceptance Form
Enclosure –4	General Terms & Conditions Acceptance Form
Enclosure –5	Standard Terms & Conditions Acceptance Form
Enclosure –6	RTGS/NEFT Form
Enclosure –7	Vendor Declaration
Enclosure –8	Declaration to GFR rule
Enclosure –9	Extract of Provisions of the official secrets act 1923

References: Terms & Conditions (Available on MDL Website - www.mazagondock.gov.in/ →Tenders →Shipbuilding→ Outsourcing

1 Standard Terms & Conditions (STACS)

2) General Terms And Conditions while executing work.

3) Official Secrets Act 1923 (Extract).

Formats: (Available on MDL Website - www.mazagondock.gov.in--->Tenders---> Shipbuilding→Outsourcing

SCOPE OF WORK

Scope of Work for Triennial Rate Contract for Procurement & Renewal Of Digital Signature Certificate (DSC) of Class III B

1. For issue of New DSC and dongle:

- a. The representative of the firm has to collect the application form and other relevant document from MDL premises within 02 days from date of intimation.
- b. It will be your sole responsibility to scrutinize the application form/ documents and ensure that all particulars/documents are in line with requirements.
- c. You have to hand deliver the ready dongle i.e. after downloading the DSC into dongle within 2 working days from date of intimation.

2. For Renewal of DSC :

- a. Your representative has to collect the application form and other relevant documents from MDL premises within 02 days from date of intimation.
- b. It will be your sole responsibility to scrutinize the application form / documents and ensure that all particulars/documents are in line with requirements.
- c. Downloading of DSC into dongle at MDL /vendor premises within 02 working days from date of collection of documents.
- d. For Renewal of DSC vendor has to arrange his own laptop with internet connection.

RATE SHEET OF SERVICES(Illustrative)

Sr. No.	Activity / Service Description	Quantity	Units	Unit Rate (in Rs.)	Total Value without GST (Rs.)	GST in %	SAC / HSN NO.	Total Value with GST
		A		B	$C = A \times B$	D		$E = C + C \times D\%$
1	Digital certificate of class III B	400	Nos	To be quoted by bidder		To be quoted by bidder		
2	Crypto token for DSC	200	Nos	To be quoted by bidder		To be quoted by bidder		

TEF Acceptance Format

To,
Mazagon Dock Shipbuilders Limited

Tender Enquiry No..... Date :-.....

TEF Clause No.	Bidder's Remark	TEF Clause No.	Bidder's Remark	TEF Clause No.	Bidder's Remark	TEF Clause No.	Bidder's Remark
	Acc. / Dev.		Acc. / Dev.		Acc. / Dev.		Acc. / Dev.
1		12		23		34	
2		13		24		35	
3	Not Applicable	14		25		36	
4		15		26		37	
5		16		27			
6		17	Not Applicable	28			
7		18	Not Applicable	29			
8		19	Not Applicable	30			
9		20		31			
10		21	Not Applicable	32			
11		22	Not Applicable	33	Not Applicable		

Company's Name & Address:

Signature:

Date:

Name:

Designation:

Bidder's Company Seal:

NOTES :

- Bidders should carefully read the Terms & Conditions of the Tender Enquiry Form (TEF) prior to filling up this acceptance format .
- This format should be properly filled, signed and returned by the bidder(s) along with their technical offer for considering their Bid.
- Bidder(s) should indicate "ACC" for Accepted, "DEV" for Deviation Taken for each clause number in the above table .
- Bidder(s) to attach Separate Sheet indicating all relevant details such as Number & description of the Clause, Reasons for Deviation and Alternative suggested for any deviations taken by them.
- Clause numbers shown in the above format also includes the sub-clauses under these clauses.

General Terms and Conditions Acceptance Format

To,
Mazagon Dock Shipbuilders Limited

Tender Enquiry No..... Date :-.....

GT & C Clause No.	Bidder's Remark	GT & C Clause No.	Bidder's Remark
	Acc. / Dev.		Acc. / Dev.
A-10	Not Applicable	A-130	
A-20	Not Applicable	A-140	
A-30	Not Applicable	A-150	
A-40	Not Applicable	A-160	Not Applicable
A-50	Not Applicable	A-170	
A-60		A-180	Not Applicable
A-70		A-190	
A-80		A-200	Not Applicable
A-90	Not Applicable	A-210	Not Applicable
A-100	Not Applicable	A-220	Not Applicable
A-110		A-230	Not Applicable
A-120	Not Applicable		

Company's Name & Address :

Signature :

Date :

Name :

Designation :

Bidder's Company Seal:

NOTES :

- Bidder(s) should carefully read the General Terms & Conditions (GT&C) for items and services prior to filling up this acceptance format.
- This format should be properly filled, signed and returned by the bidder(s) along with their technical offer for considering their Bid.
- Bidder(s) should indicate "ACC" for Accepted, "DEV" for Deviation Taken for each clause number in the above table.
- Bidder(s) to attach Separate Sheet indicating all relevant details such as Number, Description of the Clause, Reasons for Deviation and Alternative suggested for any deviations taken by them.
- GT&C Clause numbers shown in the above format also includes the sub-clauses under these clauses.

STACS Acceptance Format

To,
Mazagon Dock Shipbuilders Limited

Tender Enquiry No..... Date :-.....

STACS Clause No.	Bidder's Remark	STACS Clause No.	Bidder's Remark	STACS Clause No.	Bidder's Remark
	Acc./ Dev		Acc./ Dev		Acc./ Dev
101		280	Not Applicable	400	
102		290		410	
103		300		420	
120		310	Not Applicable	430	
200		320	Not Applicable	440	
210		330		450	
220		340			
230		350			
240	Not Applicable	360			
250		370			
260		380			
270		390			

Company's Name & Address :

Signature :

Date :

Name :

Designation :

Bidder's Company Seal:

NOTES :

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

**Mazagon Dock Shipbuilders Limited
Dockyard Road,
Mumbai – 400 010
RTGS / NEFT – Mandate Authorization Form**

1.	Vendor Name	:	
2.	PAN No.	:	
3.	Vendor Address	:	
4.	Vendor's Telephone	:	
5.	E-Mail Address	:	
6.	Bank Name	:	
7.	Bank Address Fax No. Telephone No.	:	
8.	Account No.	:	
9.	Account Type	:	
10.	NEFT Code	:	
11.	RTGS Code	:	
12.	MICR No.	:	
13.	GST No.	:	
14.	SAC/HSN No.	:	

We hereby declare 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 **Suppliers Seal** **Authorised Signature of the suppliers**

Certified that the particular as per Serial No. 1 to 14 are correct as per our records.

Date **Bank's Stamp** **Authorised Signatories of Bank Officers**

Vendor Declaration

Sub: Triennial Rate Contract for Procurement & Renewal Of Digital Signature Certificate (DSC) of Class III B

We have visited your site and understood the Scope of Work and requirement given in the tender. We also confirm herewith that our quoted price/rates are in line with the above scope of work.

Signature

Name

Designation

Stamp

Date.....

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 closer place; or

(b) makes 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) Wilfully communicates to any person, other than a person, who is authorised to cummunicate it.

(b) Used the information in his possession for the benefit of any foreign power.

(c) Retains in his possession when he has no right to retain it.

(d) Fails to take reasonable care of it.

Shall be guilty of any offence under this Act.

ANNEXURE-III

: 2 :

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 FORCE”

No person in the vicinity of any “**PROHIBITED PLACE**” shall obstruct any Police Officer engaged on guard, sentry, patrol or similar duty. If any person acts in contravention of the provisions of this section, he shall be punishable with imprisonment which may extent upto three years.

SECTION 8 – “DUTY OF GIVING INFORMATION”

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

SECTION 9 – “INCITEMENT”

Any person who attempt to commit or abets 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 known or has reasonable grounds for supposing to be person who is about to commit or who has committed an 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 at any premises by force to search premises or the places