



माझगांव डॉक शिपबिल्डर्स लिमिटेड
Mazagon Dock Shipbuilders Limited
(A Government of India Undertaking)
Dockyard Road, Mazagaon, Mumbai 400 010.

PART A OF TENDER
Two Bid Web Tender

Tender No.: GM(M)/SB/2000007838	Division: Shipbuilding
Tender Date: 08.11.2022	Department: Material Purchase
Tender Closing Date & Time: 22.11.2022 at 1400 Hrs	Tel. No.: 2376 3320, Fax No.: 2373 8151
EMD: NIL	E-Mail: sbiswas@mazdock.com
	Websites: https://mazagondock.in

Mazagon Dock Shipbuilders Limited invites competitive bids in Two Bid System (Techno-Commercial & Price Bid together) for Designing and Printing of House Magazine "Mazdock News".

1. **GEM availability report ID:** GEM/GARPTS/01112022/FU6LIUUGHTBI
2. **SPECIAL INSTRUCTIONS TO BIDDERS:**

The Bidder shall submit declaration / certificate as per Enclosure 2 towards compliance of Public Order on Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017. Refer tender clause no. 17 for more details.

3. **SCOPE OF SUPPLY:**

Tender Item Sr. No.	Material Description	Qty.	Unit
10	<p>Designing and Printing of MDL House Magazine " Mazdock News " FIRST HALF YEARLY ISSUE A four colour feature in English, Hindi and Marathi with photographs and articles covering important events of the shipyard as well as personal achievements of employees and will include humour and social titbits. It will also contain articles on topical issues.</p> <p>Scope of work: It involves suggesting a theme, editing write ups, designing and creating a vibrant colourful and interesting journal (both technically and aesthetically) in consultation with the MDL Editorial Committee and getting the same printed. Representative of the firm to visit MDL for the above work as and when required by PRO along with laptop and other accessories.</p> <p>The Specifications: Paper Quality - 130 gsm Sinnarmass Royal Art paper or its equivalent for all pages No of pages - equal to or less than 40 Size - closed: 8x11 inches and open: 16x11 inches approx. Binding - Centre pinned at two ends. Notes -</p>	50	Nos.

Tender Item Sr. No.	Material Description	Qty.	Unit
	1. Since it is a branding tool for the company, the firm should have inhouse designer and printing press to maintain the best quality. 2. The delivery dates are tentative. 3. Photographs and write ups etc will be available with PRO's Office. 4. Final approval is mandatorily required to be taken from PRO before final printing. 5. Should supply soft copy in cdr / psd or equivalent format (open file) along with print copies.		
20	<p>Designing and Printing of MDL House Magazine " Mazdock News " SECOND HALF YEARLY ISSUE A four colour feature in English, Hindi and Marathi with photographs and articles covering important events of the shipyard as well as personal achievements of employees and will include humour and social titbits. It will also contain articles on topical issues.</p> <p>Scope of work: It involves suggesting a theme, editing write ups, designing and creating a vibrant colourful and interesting journal (both technically and aesthetically) in consultation with the MDL Editorial Committee and getting the same printed. Representative of the firm will visit MDL for the above work as and when required by PRO along with laptop and other accessories.</p> <p>The Specifications: Paper Quality - 130 gsm Sinnarmass Royal Art paper or its equivalent for all pages No of pages - equal to or less than 40 Size - closed: 8x11 inches and open: 16x11 inches approx. Binding - Centre pinned at two ends. Notes - 1. Since it is a branding tool for the company, the firm should have inhouse designer and printing press to maintain the best quality. 2. The delivery dates are tentative. 3. Photographs and write ups etc will be available with PRO's Office. 4. Final approval is mandatorily required to be taken from PRO before final printing. 5. Should supply soft copy in cdr / psd or equivalent format (open file) along with print copies.</p>	50	Nos.

IMPORTANT NOTES:

- (i) Bidders are requested to quote as per tender specifications and there shall not be any printing errors and quality defects in printing materials.
- (ii) Sample is available in PRO & bidders interested in participation may visit MDL to see sample & understand scope of work prior to submitting offer. In case of any Technical Query during submission of bid you may contact the executive: Mr. Zahinuddi, AM (PRO) Tel No.: 23764109.
- (iii) L1 Bidder, within 10 days of receipt of printed material shall submit 2 sets of dummy copies for proof reading and upon approval shall initiate bulk production. The approved draft will be retained by MDL for quality & acceptance purpose
- (iv) The rates quoted in the offer must remain firm & fixed and no revision of rates will be allowed under any circumstances.
- (v) MDL sought bidders to quote prices for the Basic Rate/page for: 130 GSM Sinnarmass Royal Art Paper
- (vi) Vendor to note in case there is reduction/increase in no. of pages upto 25% i.e., Variation by ± 10 pages/copy the rate shall be calculated by arriving at unit basic cost of each page of MDL House Magazine considering 40 pages.
- (vii) If the bidders find discrepancies in tender conditions, specifications or other documents, or have any doubts as to the meaning or intent or any part thereof, they should inform MDL of the same prior to submission of offer.

4. Provision for reservation to MSE Manufacturers – Not applicable.

5. **Delivery Period:** The delivery date mentioned in the Tender Enquiry is tentative. For Sl. No. 10 the tentative delivery date is 30.06.2023 and for Sl. No. 20 the tentative delivery date is 29.12.2023. The items shall be delivered within 03 Weeks from the placement of order or within 1 week from final approval from user department for bulk printing. In addition, L1 Bidder, within 10 days of receipt of printed material from MDL shall submit 2 sets of dummy copies for proof reading. Delivery is at MDL's Goods Receiving Section / User Department, Mazagon Dock Shipbuilders Ltd, Mumbai - 400 010
6. **Instructions to the Bidders for submission of Pre-Qualification Documents:**
- i. Shop & Establishment registration certificate / registration certificate from local body for conducting business
 - ii. Purchase orders copies in support of the bidder's experience for printing and supply of customized printed materials in last 03 years. MDL reserves the right to ask / demand the proof of supply for the submitted PO copies & verify / cause verification of authenticity of the submitted documents whenever felt necessary
7. **Earnest Money Deposit (EMD) / Bid Bond:** Not applicable
8. **Security Deposit:** Not applicable
9. **Validity Period:** Bids / Offers shall have the validity period of **120 Days** from the tender closing date. **A bid valid for a shorter period shall be liable for rejection.** Technically accepted bidder will be given opportunity to accept validity as per tender in case of shorter validity period quoted by any bidder. In case of Non-acceptance of validity as per tender term thereafter, the firm's offer will be rejected by MDL as non-responsive.
10. **Submission of offer in Two - Bid System:** Offer must be submitted in Two parts, each offer securely closed (sealed) separately, in Two Envelopes Part - I & Part - II as stated below:

Part - I: This Envelope superscripting the Tender No, Due date & Time should contain the following:

- (i) Technical Bid in Original.
- (ii) **Acceptance on clauses of Tender Enquiry (TEF) GT&C, STAC in the Prescribed Formats duly stamped, signed & filled stating 'Accepted OR Deviation' as applicable for each of the clause.**
- (iii) Blanked of Price Bid: Price schedule **BLANKING the PRICES but clearly indicating 'QUOTED / UNQUOTED' as applicable against each of the listed item in the prescribed format duly Stamped & Signed.**
- (iv) Deviation Sheet, in case of any deviations from TEF, GT&C and STACs.
- (v) **Documents as mentioned at Clause No. 6 above.**

Note: Bidders in their own interest are requested to submit their bids well in advance of tender closing date to avoid the last minute difficulties.

Part - II: This securely closed (sealed) Envelope superscripting Tender Enquiry No., Due date & Time should contain only the PRICES for each of the listed items strictly in the prescribed format provided with the tender. **Offer in any other format shall not be considered.** If the space provided is not sufficient, bidder may attach additional sheets. **There should be NO OVERWRITING. The rates must be preferably typed.**

Both these securely closed Envelopes i.e Part - I & Part - II should be put in a Third Bigger Envelope securely closed (Sealed), **Superscribing Tender No. & Due Date addressed to GM (M), Mogul House, Mazagon Dock Limited, Dockyard Road, Mumbai - 400 010** and should be submitted or deposited in the **Green Colour Tender Box** for Material Purchase located at **"Residential gate, in front of security chowki, MDL", Mazagon Dock Shipbuilders Limited, Dockyard Road, Mumbai - 400 010.**

In case of bulky documents, which cannot be accommodated in the tender box, the undersigned may be contacted. The bids may also be sent by Speed Post / Courier Service well in advance so as should reach the undersigned atleast one day before the tender closing date. **Timely submission of the Bids is responsibility of the bidders and no reasons / excuses in this regard will be entertained by MDL.**

Note: Rates should be quoted strictly as per format of ENCLOSURE - 1.

11. Bid Rejection Criteria:

Following bids shall be **categorically rejected**:

A) The **Bids received after tender closing date and time shall be categorically rejected.**

B) Following bid rejection criteria shall also render the bids Liable for Rejection.

- Bidder's failure to submit sufficient or complete details for evaluation of the bids within the given period depending on the deficiencies noticed in the bid.
- Incomplete / misleading / ambiguous bids in the considered opinion of TNC.
- Bids with technical requirements and or terms not acceptable to MDL.
- Bids received without pre-qualification documents / Bids not meeting the pre-qualification parameters stipulated in the tender enquiry.
- Unreasonably longer delivery period quoted by the firm.
- Validity period indicated by bidders is shorter than that specified in the tender enquiry.
- Bidders offering Price variation clause.
- Bidders not submitting the PO copies of similar items or declared information for UAN registration / declared information found wrong / not being provided.
- Bidders not agreeing for submission of guarantee certificate as per tender requirement.
- MSE manufacturer not submitting valid MSE registered certificate showing status as manufacturer for the tendered items, along with all pre-qualification documents as applicable to this tender.
- MSE manufacturer not submitting the hard copy of declared information for UAN registration / declared information found wrong

12. Bidder shall quote the price of the item in the prescribed price sheet format at BOQ of the tender enquiry for Door Delivery in MDL stores at Mazagon Dock Shipbuilders Ltd, Dockyard Road, Mumbai -10. The prices quoted shall remain firm and fixed during the currency of the order / contract unless agreed otherwise by MDL. Basic price quoted shall be inclusive of Inspection, testing, transportation, packing, forwarding, insurance charges etc. to delivery at MDL.

13. Terms of Payment: Payment for the value of supplies (actual quantity received and accepted), as reduced by any deductibles and/or the amount livable towards liquidated damages, if any and after including taxes, duties, service tax etc. (all relevant documents to be appended) shall be made through RTGS /NEFT between 15 - 20 days after receipt and acceptance of the items as per the ordered terms in MDL and against submission of Invoice (original) + 3 ink signed / carbon copy invoices.

- i. The bills to be addressed to DGM (C-MP) and should be forwarded / submitted to Invoice Receipts Section located at South Yard Gate, opposite to Reception Centre, Mazagon Dock Shipbuilders Ltd, Dockyard Road, Mumbai: - 400010.
- ii. Invoices should be submitted immediately within two to three MDL working days (preferably the invoices should accompany supply) 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 20 days of final payment by MDL, beyond which no claims whatsoever will be entertained.

iii. **TReDS:**

“Alternate MSME vendor payment through TReDs:

“In order to address the financial needs of MSME firms,GoI has introduced a platform for facilitating the financing trade receivables of MSMEs from buyers, through multiple financiers which is termed as Trade Receivables of Discounting System (TReDS). At TReDS, auctioning of invoices at competitive & transparent environment is done by financiers which is termed as Trade Receivables of transparent environment is done by financiers based on Buyer’s credit profile. MDL is registered on the “Invoicemart” “TReDS platform and M1change 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

a. "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.

b. "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

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

14. Guarantee / Warranty Clause:

- i. The material shall be guaranteed for a minimum period of 12 months from the date of acceptance of material by MDL.
- ii. The supplier will have to replace rejected / bad material during guarantee period at no extra cost to MDL.
- iii. The supplier cannot absolve their responsibility for warranty of material even though it is inspected & approved by inspection authorities.
- iv. If the defects are not remedied within a reasonable / stipulated time, MDL may proceed to rectify the defects at the supplier’s risk & cost, but without prejudice to MDL rights under the contract.

15. Performance Bank Guarantee: Not Applicable

16. Taxes & Duties/GST Clause:

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

- ii. In case of purchase of goods/ services from unregistered dealer under GST Laws, GST will be paid by MDL under reverse charge mechanism.
- iii. Benefits from reduction in rate of tax/ ITC are required to be passed on to consumer. Where “applicable GST” has been quoted as extra, Goods and service providers (except un- registered dealer under GST Law) have to submit declaration that they have complied with ‘Anti- profiteering clause’ under GST Law. Such declaration be given in technical bid.
- iv. If the vendor is registered under GST, vendor shall mention the HSN code for goods &/or services in their tax invoice, etc. These codes must be in accordance with GST Law and responsibility of specifying correct HSN codes for goods &/or services is that of the vendor. MDL shall not be responsible for any error in HSN code for goods &/or services specified by supplier / contractor. Supplier/ Contractor shall pay penalty and/ or interest imposed in MDL or any loss due to delay in availing ITC by MDL loss of ITC to MDL due to errors by vendors at any stage. MDL reserves right it recover any such interest, penalty or loss from any amount due to Supplier/ Contractor or otherwise.
- v. In case, MDL is unable to avail ITC, supplier/contractor at their own cost shall rectify the shortcoming in the returns to be filed immediately thereafter. Further, if the ITC is delayed / denied to MDL / reversed subsequently as per GST Law due to non / delayed receipt of goods and / or services and / or tax invoice or expiry of timelines prescribed in GST Law for availing ITC, non-payment of taxes or non-filing of returns or any other reason not attributable to MDL, Supplier/ Contractor shall pay any loss of amount along with interest and penalty on MDL under GST Laws for the number of days the ITC was delayed. If the short coming is not rectified by supplier/ contractor and MDL ends up in reversal of credits and / or payments, supplier/ contractor is fully liable for making good all the loss incurred by MDL. MDL reserves right to recover any interest, penalty or loss from any amount due to Supplier/ Contractor or otherwise.
- vi. If the vendor is registered under GST, the GST registration number (15 digit GSTIN) issued by GOI shall be mandatorily provided by the vendor. Vendor having multiple business verticals within state / at multiple states with separate GST registration numbers shall forward GSTIN of these verticals involved in supply of goods and/or services. MDL GSTIN is 27AAACM8029J1ZA and shall mention the same while invoicing and avoid any data entry error on GST portal.
- vii. If the vendor is registered under GST, Vendor shall ensure timely submission of invoice as per the provisions / requirement / timeline promulgated by GOI in relation to GST Law with all required supporting documents to enable MDL to avail input tax credit promptly. The vendors invoice inter alia should contain GSTIN of vendor, GSTIN of MDL (i.e. 27AAACM8029J1ZA), GST tax rate separately, HSN code wise goods or services, place of supply, signature of vendor, etc. Original invoice needs to be submitted to Bill Receipt Centre at MDL gate, and a copy of the invoice should be given to the goods receiving section (GRS).
- viii. If the vendor is registered under GST, vendor shall file all applicable returns under GST Law in the stipulated time & any losses of tax credit to MDL arising due to delay in filing will be recovered from their invoice wherever MDL is eligible to avail tax credit. Any default towards payment of tax and / or uploading of monthly returns by supplier/contractor, MDL retains right to withhold payments towards tax portion until the same is corrected & complied by the supplier/contractor with the requirement of GST along with satisfactory evidence.
- ix. The rate sheet enclosed with the tender will indicate the rates to be entered under each head whenever applicable. Bidders must clearly mention the applicable Taxes & Duties. The item- wise rates (i.e. Basic + P&F + F&I) quoted in the Rate Sheet should exclude Taxes & Duties. Bidder should indicate GST rates as applicable separately under each of the head in the same Rate sheet, which will be paid extra based on tax invoice to the extent applicable. The GST will be applicable on total basic rate of each item (i.e. Basic + P&F + F&I).
- x. If the GST rating of supplier /contractor on GST portal / Govt. website is found to be negative / blacklisted, then MDL shall reimburse GST to the vendor only after he makes the payment of GST and fulfils all requirements as per GST Law for successful availment of ITC by MDL. Further, MDL is entitled to deduct / recover such GST along with penalties / interest, if any, incurred by MDL.
- xi. If the vendor is registered under GST, vendor shall be responsible for financial and non- financial consequences in case of non- compliance of GST provisions / requirements / timelines on their part. MDL shall pay the applicable GST taxes to the vendor at actual & supplier/contractor shall pass on the reduction in prices to MDL on account of change in the tax structure.
- xii. If the vendor changes his registration status from composition dealer to normal registered dealer under GST law, the vendor has to inform MDL immediately. / It is bidder’s responsibility to inform MDL about change in their GST status, if any.

Note: 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. 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.

TDS Declaration: TDS declaration to be submitted along with the bid as per format in Enclosure-3

17. Compliance of Public order on Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017

Govt 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 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-2 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 has 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.

18. Loading Criteria:

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

- i. Payment Terms - It is desirable that the bidder accepts the Payment Terms indicated. Varied payment terms quoted by bidders as compared to the terms stated in the Tender document shall be normalized by adopting the SBAR [State Bank Advance Rate (Prime lending rate of SBI)] plus 2% thereon on the amount(s) at variation and/or for the period (in no. of days) at variation.
- ii. Delivery of the goods at MDL premises should be responsibility of the supplier. However, for unavoidable reasons, if bids are exclusive of transport and / or insurance, the same will be added at the cost to be incurred by MDL.
- iii. 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.
- iv. 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 per day 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

- 19.** Ranking of Bids & Determination of L-1 Bidder: Ranking of price bids shall be done on Overall lowest basis with "prices exclusive of GST" i.e. Techno-commercially qualified overall lowest bidder (GST shall be excluded for ranking of bids to determine L-1 vendor) will be considered for ordering purpose. 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.

Note: On-line ranking visible to the bidders after opening part II price bid is without loading parameters. However, the lowest bidder will be evaluated offline by applying all applicable loading parameters and clarifications negotiated, before Price Bid Opening, during techno-commercial scrutiny /TNC meeting as mentioned in the tender document para 14.

- 20. Inspection:** Receipt inspection by GRS-Inspection and detailed Inspection will be done by MDL User Department along with representative of the Supplier. Any objection raised by User

Department against quality of materials shall be satisfactorily corrected by the Supplier, at his expense, including replacement as may be required within 07 working days. The above is applicable even after acceptance of materials and during guarantee period. Rejected materials, if any, shall have to be promptly lifted by the supplier at his own expenses with his labour / transport as the case may be. Failure for lifting the rejected material within one week's time, from the date of intimation of the rejection, will be liable for disposal of the rejected material without notice and also for recovery of ground rent for storage of such material.

The following documents shall be submitted for inspection towards ascertaining the acceptance of the supply:

- i. Guarantee/Warranty Certificate on Supplier Letter Head
- ii. Delivery Challan (3 Original Copies)
- iii. Order copy and Amendment copy if applicable (Photo Copy)

- 21. Consignee:** The Successful bidder/s shall arrange dispatch of goods by appropriate Rail / Road mode as per the order to "GOOD RECEIVING SECTION / MDL User Department at Mazagon Dock Shipbuilders Limited, Dockyard Road, Mumbai-400010, on working days (Monday to Friday) between 8.00 hrs to 15.00 hrs (Lunch Time 11.30 to 12.00 hrs). In case truck / tempo reach our yard beyond above time the same may be retained over night at your risk & cost.

Being door delivery orders, the supplier shall categorically direct the transporter to deliver the ordered items without insisting for consignee copy of the Lorry Receipt.

The following documents are mandatory to be submitted along with the consignment:

- i. Guarantee/Warranty Certificate on Supplier Letter Head
- ii. Delivery Challan (3 Original Copies)
- iii. Order copy and Amendment copy if applicable (Photo Copy)

Note: The successful bidder shall generate the E-way bill as mandated by GST requirement towards delivery of items at MDL and for taking away the rejected items from MDL.

- 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 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.

- 23. Public Grievance Cell:** A Public Grievance Cell headed by ED (EY) Tel No. 022 23763512 has 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.

- 24. Liquidated Damages:**

Time is an essence of the contract therefore the job, as ordered, should be completed on the dates mutually agreed upon in accordance with the delivery schedule. In cases of delay not attributable to Purchaser beyond the agreed schedule, the Successful bidder shall pay liquidated damages, a sum representing 0.5% (Half per cent) per week or part there of the Purchase Order Value, subject to maximum of 5% of the Purchase Order. LD will be applicable on the value of the undelivered portion of goods on delivery date mentioned in the purchase order.

- 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 consider placement of Order in part or in full against the tendered quantity or reject any or all tenders without assigning any reason.

26. Risk Purchase & Order Cancellation:

- (i) In case of delay beyond 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.
- (ii) In case of non-replacement of defective item for quality/printing errors if any within 7 days, MDL reserves the right to procure it at suppliers risk and purchase.

27. 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.

28. 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.

29. All other (than those stated above) terms & conditions of General Terms & Conditions (GT & C), MDL Standard Terms & Conditions (STACS) shall be applicable to this tender. These GT&C & STACS are readily available for downloading from our web site '<https://www.mazagondock.in>'. Bidder shall abide by all TEF, Standard Terms and Conditions of Supply (STACS), GT&C, and Acceptance formats as per Enclosures contained therein should be properly filled and submitted by the bidder along with part - I bid. In the event, we do not receive acceptance formats duly filled for TEF, STACS & GT & C, it shall be presumed that all our tender terms & conditions are acceptable to you. Any deviation from MDL Tender Enquiry, GT&C & STACS should be specifically highlighted, failing which it will be construed that the same are acceptable to you in totality. The bidder shall also abide statutory requirements, Official Secret Act 1923 clause.

30. Your offer should be submitted under **Two bid system** in sealed envelope on or before tender closing date & time clearly **superscripting Tender No. & Due Date addressed to GM (M)**, Mogul House, Mazagon Dock Limited, Dockyard Road, Mumbai - 400 010 and should be submitted or deposited in the **Green Colour Tender Box for Material Purchase** located at "**Residential gate, in front of security chowki, MDL**", **Mazagon Dock Shipbuilders Limited, Dockyard Road, Mumbai - 400 010.**

In case of bulky documents, which cannot be accommodated in the tender box, the undersigned may be contacted. The bids may also be sent by Speed Post / Courier Service well in advance so as should reach the undersigned atleast one day before the tender closing date. **Timely submission of the Bids and submission of the Bids in correct Tender Box is the responsibility of the bidders and no reasons / excuses in this regard will be entertained by MDL.**

Note: Rates should be quoted strictly as per format at ENCLOSURE - 1.

31. The Order will be governed by STACS and General Terms and conditions while executing work. In case of discrepancy, clauses mentioned in Tender, Technical Scope and Rate sheet will override the clauses mentioned in other annexure including STACS & GT&C.

32. In case of any Query, you may contact the concerned dealing Officer Mr. Sanjay Biswas, Chief Manager (Commercial-Material Purchase) on Tel. No. 2376 3320.

33. We look forward to receive your most competitive and reasonable offer against this tender. **Request forward your offer (along with Tender Enquiry Terms Acceptance Form, GENERAL TERMS & CONDITIONS Acceptance Form and STACS Acceptance Form).**

Regards,

Yours faithfully,
For Mazagon Dock Shipbuilders Limited

श्री. संजय बिस्वास
मुख्य प्रबंधक (वा-सा. क्र.)

Enclosures:

Enclosure - 1 - Price Bid Format.

Enclosure - 2 – GFR Declaration

Enclosure - 3 – TDS Declaration

Enclosure - 4 - Tender Enquiry Terms Acceptance Format

Enclosure - 5 – GT & C Acceptance Format

Enclosure - 6 - STACS Acceptance Format

Enclosure – 7 - Illustration for loading criteria.

*** Following Formats are available on MDL website - www.mazagondock.in (Tenders -> Ship Building -> Material Purchase) and same are the part of tender enquiry.**

Standard Terms & Conditions (STACS).

General Terms & Conditions of the Tender Enquiry.

RTGS / NEFT / ECS Format.

Statutory requirements, Official Secret Act 1923 & Safety clause.

ENCLOSURE - 1

Tender No: 200007838

RATE SCHEDULE (FORMAT)

(This annexure should be strictly on supplier's letter head duly filled - in, signed and stamped is to be submitted. **Name, Signature & Stamp of authorized signatory on each sheet is mandatory**)

(If the space provided is not sufficient, you may attach additional Sheet / Annexure).

Sr. No.	Material Description	Unit	No. of pages per magazine	Rate per page
a	UNIT BASIC RATE/PAGE: 130 GSM Sinnarmass Royal Art Paper	Pages	40	-----
b	TOTAL UNIT BASIC COST FOR EACH MAGAZINE (a)			Rs. ----- x 40 = Rs.
c	TOTAL NO. OF MAGAZINE (b)			100 NOS
d	TOTAL BASIC COST FOR 100 MAGAZINES (a x b)			
e	GST@ %			
f	HSN code			

Note:

- i. The incidences against each head mentioned shall be clearly specified and not to be included in the basic rates. If however, there is no charge against any head, the vendor may state 'NIL' against such row.
- ii. Vendor to note in case there is reduction/increase in no. of pages upto 25% i.e., Variation by \pm 10 pages/copy, the rate shall be calculated by arriving at unit basic cost of each page of MDL House Magazine considering 40 pages.
- iii. Percentage of CGST/SGST applicable & so indicated under Description column must be submitted.

Company's Name and Address:

Signature:

Date:

Name:

Designation:

Bidder's Company Seal

ENCLOSURE - 2
Tender No: 2000007838

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

ENCLOSURE - 3

Tender No: 2000007838

TDS Declaration

COMPANY NAME on letter Head

Date:-

TO WHOMSOEVER IT MAY CONCERN

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

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

S.No.	Particulars	Reference No. / Acknowledgement No. & date
1	ITR filed for AY 2020-21 (FY 2019-20)	Data to be filled by company
2	ITR filed for AY 2021-22 (FY 2020-21)	Data to be filled by company

We understand that Tax is to be deducted at source as per provisions of Chapter 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** to Mazagon Dock Shipbuilders Limited during the FY 2022-23 is **exceeding/ not exceeding** Rs 50 lakhs.

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

Signature & Stamp of Authorised representative of Company

ENCLOSURE - 4

Tender No: 200007838

Tender Enquiry Terms Acceptance Format

Tender No.:

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

ENCLOSURE - 5

ACCEPTANCE FORM FOR GENERAL TERMS & CONDITIONS

(FOR PURCHASE OF ITEMS)

Tender No.:

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

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

ENCLOSURE - 6

STACS Acceptance Format

Tender No.:

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 Tender Enquiry Terms, General Terms & Conditions (GT&C) and Standard Terms & Conditions (STACS) included in the tender prior to filling up the above 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. GT&C and STACS clause number shown in the above format also includes the sub-clauses under these clauses.

ENCLOSURE - 7
ILLUSTRATION OF LOADING CRITERIA
(Not to be filled, only for information purpose)

A.

Sr. No.	Description	Indigenous vendor without import content
1.	Basic Price Quoted	a) Ex-works b) Delivered to MDL Stores
2.	Add : Insurance Charges	In case of 1(a)
3.	Add Sea / Air Freight charges / Inland Road Transport	In case of 1(a)
4.	Customs Clearance / Port Handling / Transportation to Yard	Nil
5.	Cost (ex-MDL) excluding taxes & duties without loading towards any deviation.	Sr. Nos. 1 + 2 + 3

B. Financial Loadings:

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

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

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

D. Landed cost:

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

Note: The evaluated price for ranking and evaluation will be as per sr. no. 17 above.