

SERVICE LEVEL AGREEMENT (SLA)

MAZAGON DOCK SHIPBUILDERS LIMITED INVITES ON-LINE COMPETITIVE BIDS from reputed Bidders / Suppliers in TWO BID SYSTEM (Part-I Techno Commercial Bid and Part-II Price Bid) on GeM (Government e Marketing) for the following Scope of Work / Supplies, terms and conditions:

1. **Description of Work/Supplies/Services:** Renewal & installation of existing CAMSOFT Software update including supply of compatible PC along with its Peripherals. The detailed scope of work attached as **Enclosure-1**.
2. **Pre-Qualification Criteria:** The bidder is required to submit scanned copies of necessary documents as below to ascertain their qualifying status. MDL reserves the right to verify the authenticity of the documents submitted / claims made by the bidder wherever felt necessary:

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| i. | Bidders Company Profile and Shop & Establishment registration certificate. |
| ii. | A copy of Order for similar nature of work completed during last 7 years ending on 30 th June 2022. |

Note:

1. Bidders need to send 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.
2. Bidders registered with Mazagon Dock Shipbuilders Limited should furnish copy of valid registration certificate.
3. MDL registered bidders need not send the documents mentioned at sr(i) and (ii).
4. 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.

3. **Earnest Money Deposit (EMD): NOT APPLICABLE**
4. **Validity Period:** Bids/Offer shall have the validity period of **65 Days** from the tender closing date.
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 Government e Marketing site GeM. **Offer in any other form will not be considered.**

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

i)	General Terms & Conditions (GT&C), Special Terms & Conditions (STC), ATC as per GeM, SLA, Scope of work & Payment terms 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 Special 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 Registration Certificate.

v)	Price Rate sheet BLANKING the PRICES but clearly indicating ' QUOTED /UNQUOTED ', also indicating the % of actual taxes/ duties applicable, in the prescribed format available
vi)	Bidders / Vendors should upload scanned documents as per Para 2 in SLA of the tender.
viii)	Scanned image of Vendor Declaration in bidder's letterhead as per the format at Enclosure-3 .

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 GeM Portal.

Offer in any other form shall not be considered.

6. Bid Rejection Criteria.

a. Following bids shall be categorically rejected:

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

b. Following bid rejection criteria may render the bids Liable for Rejection.

i.	Bidder's failure to submit sufficient or complete details for evaluation of the bids within the given period on the deficiencies noticed in the bid documents.
ii.	Incomplete / misleading / ambiguous bids in the considered opinion of TNC / CNC.
iii.	Bids with technical requirements and or terms not acceptable to MDL.
iv.	Bids received without pre-qualification documents where required as per the tender
v.	Bids not meeting the pre-qualification parameters stipulated in the tender enquiry.
vi.	High seas sales/ sales in transit.
vii.	Validity period indicated by bidders is shorter than that specified in the tender enquiry.
viii.	Unreasonably longer delivery period quoted by the firm.
ix.	Bidders not meeting the eligibility criteria given in tender regarding the Class of Supplier as per PPP M II Order 2017.
x.	Bidders not submitting the declaration certificate for Local Content & location of value addition.
xi.	Bidders not indicating / not declaring / not specifying the local content percentage or / and location of local value addition in the declaration certificate.
xii.	Bidders submitting incomplete declaration certificate for Local Content or declaration certificate not certified by appropriate authority as per tender.
xiii.	Bidders selecting both policies for purchase preference in the declaration certificate.
xiv.	Non-submission of Compliance Certificate w.r.t Land Border Clause as per the enclosed format. (Restrictions under Rule 144 (xi) of the General Financial
xv.	Bidders not submitting documents as per clause 5.

7. **Bid Evaluation Criteria:** Lowest bidder L-1 will be decided on the basis of overall quoted price (excluding taxes) for the entire tender quantity. Techno-Commercially Qualified Overall Lowest Bidder (L1) will be considered for further processing for placement of order.

8. **Pricing:** The bidder shall quote the prices of all items listed in the tender which will be inclusive of all costs for detailed scope of work as exhibited in Enclosure 1 of this tender. However, the applicable taxes /duties and levies will be indicated separately in the rate sheet. The price quoted shall remain firm and fixed during the tenure of the order/contract.

Bidders should consider all cost such as labour, salaries to be paid as per minimum wages law, transportation, all incidental expenses etc. for entire scope of work.

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.

9. **Mobilization:** The successful bidders shall start the work/service within 10 Days from order placement by obtaining all the requisite clearances from MDL failing which the order may be cancelled and Risk Purchase clause shall be invoked. Necessary Police Verification Report and security clearances at MDL shall be obtained by the contractor before mobilization of manpower, etc. Any delay in getting such clearances from MDL shall be attributable to the contractor

10. **Contract Period:** The Contract will be for a period of One years and may be extended for a further period of three months on mutual consent basis on the same 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.

11. **TAXES & DUTIES:**

Following details are to be submitted by the bidders:

- 1.GST No.:
- 2.Type of dealer (composition/ Normal):
- 3.SAC/HSN NO.:
- 4.% of GST:

Bidders need to confirm acceptance of Standard Terms & Conditions of GST enclosed with this tender as follows:

- i.In case of purchases of goods/services from unregistered dealers under GST Laws, GST will be paid by MDL under reverse charge mechanism (RCM).
- ii.Benefits from reduction in rate of tax/ITC are required to be passed on to consumer. Where "applicable GST" has been quoted as extra, Goods and service providers (except un-registered dealers under GST Law) have to submit declaration that they have complied with 'Anti- profiteering clause' under GST Law. Such declaration be given in technical bid.
- iii.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.

- iv. 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 the right to recover any interest, penalty or loss from any amount due to Supplier /Contractor or otherwise.
- v. 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.
- vi. 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).
- vii. 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.

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 (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).

12. Terms of Payment: -

- a) Payments for completed work will be made within 11 days of issue of consignee receipt cum-acceptance certificate (CRAC) and on-line submission of bills unless otherwise specified in Standard terms and conditions (STC) / ATC, along with Ink signed Tax Invoice in duplicate with Work Completion Certificate (WCC) duly certified by Chief Manager or above of User department of MDL i.e. SB-MTC of MDL. The invoice shall be preferably submitted within four weeks of certification of Work Completion Certificate 'WCC'. 3% payment shall be retained from each invoice and shall be released on receipt of PBG.
- b) Work Completion certificate shall be duly certified by executive of MDL user Dept not below the rank of Chief Manager.

- c) 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) No advance will be paid in any manner against the contract.

13. Site Visit for Quoting: Prior to submission of your quotation, bidders are requested to visit and if any clarification is required bidders may contact Mr. Shri Narayan Verma CM, (SB-MTC) no 022-23763122/3135, 9969724410, 7045937754 or Mr. Anurag Rastogi AGM, (SB-MTC) 022-23763113, 23745487, 8879788109 and submit duly filled Vendor declaration as per format at Enclosure –3 along with the offer. **Vendor is required to submit certificate along with tender regarding visit of site and understanding the scope of work.**

14. 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 Gem portal only and the last changed bid will be considered for ranking of the bids.

15. Guarantee/ Warranty: - Repair to be guaranteed for 12 Month.

16. Security Deposit: - Not Applicable

17. PBG: The bidder has to submit Performance Bank Guarantee in the form of NEFT / DD/ Pay Order/ Bank Guarantee drawn in favor of MAZAGON DOCK SHIPBUILDERS LIMITED from the list of banks approved by SBI/ Canara bank as available on MDL website @ 3% of the completed work till the respective guarantee period plus one-month claim period as per format in **Enclosure 7** in lieu of retention of payment from each invoices and shall be returned on satisfactory completion of guarantee period.

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

19. Inspection: Quality and Quantity of work will be checked and Inspected by SB-Maintenance Department of MDL and vendor shall carry out work as per instruction of above mentioned department. Any objection raised by MDL inspection team against quality of material or workmanship shall be satisfactorily corrected by the Vendor at his expenses including replacement as may be required.

20. Liquidated Damages or Penalty: Time is an important factor 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 Supplier / Contractor shall pay liquidated damages, a sum representing 0.5% (Half per cent) per week or part thereof, subject to maximum of 5% on the value of delayed job will levied from the invoice amount.

21. Hindrance Register: All hindrances with date of occurrences and removal shall be noted in the hindrance register. The hindrance register shall be signed by the reps of both MDL as well as Contractor.

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

23. Public Grievance Cell: - Public Grievance Cell headed by Shri R R Kumar, GM (Production-EY), 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 23763512 / 23723426

24. Working on MDL Holidays: Working on MDL Holidays: Request for permission for working on 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.

25. 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.

26. Compliance of Public Order On Restrictions Under Rule 144 (Xi) Of The General Financial Rules (GFRs), 2017 as per Enclosure-4

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

A) Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. The Competent Authority for the purpose of registration under this Order shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT). **The Bidder shall submit declaration / certificate as per "Enclosure 4" 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

27. SPECIAL TERMS AND CONDITIONS (FOR SERVICES)

101 The word '**Purchaser**' refers to MAZAGON DOCK SHIPBUILDERS LIMITED, (MDL), a Company registered under the Indian Companies Act, 1913 and it includes its successors or assignees.

102 The word '**Contractor / Bidder**' means the person / firm / Company who undertakes to manufacture and/or supply and/or undertake work of any nature assigned by the Purchaser from time to time and includes its successors or assignees.

103 The word '**Owner**' means the person or authority with whom Mazagon DOCK SHIPBUILDERS LIMITED (Purchaser) has contracted to carry out work in relation to which orders are placed by the Purchaser on the Sub-contractor / Supplier / Supplier under this contract for supply or manufacture of certain items and would include Department of Defence Production, Ministry of Defence, Government of India, the Indian Navy, the Coast Guard and any other specified authority.

120 GENERAL

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

200 COMMUNICATION & LANGUAGE FOR DOCUMENTATION

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

210. PURCHASER'S PROPERTY.

211. All property (such as materials, drawings, documents etc) issued by the Purchaser or any other individual or firm on behalf of the Purchaser in connection with the contract shall remain confidential, being the property of the Purchaser and the Bidder / Contractor shall undertake to return all such property so issued and will be responsible for any or all loss thereof and damage

thereto resulting from whatever causes and shall reimburse the Purchaser the full amount of loss and damage.

212. On completion of work in any compartment / location, the contractor must ensure that the place is left in a reasonably clean state and all scrap/Rubble/Debris/refuse is transferred to nearby scrap/Garbage/refuse bins.

213. The Purchaser would provide on demand the requisite material to be supplied as per the Contract. On completion / execution of the contract a reconciliation statement detailing quantity of material issued, quantity used for the contract, scrap generated, quantity returned to Stores and certificate regarding protection of Intellectual Property Rights will have to be submitted along with certified Invoice/s before payment/s are effected. Any excess consumption of material on account of wastage / damage, re - work not attributable to Purchaser will be suitably recovered from the Bidder / Contractor.

220. RISK PURCHASE

221. If the equipment / article / service or any portion thereof be not delivered / performed by the scheduled delivery date / period, any stoppage or discontinuation of ordered supply / awarded contract without written consent by Purchaser or not meeting the required quality standards the Purchaser shall be at liberty, without prejudice to the right of the Purchaser to recover Liquidated Damages / penalty as provided for in these conditions or to any other remedy for breach of contract, to terminate the contract either wholly or to the extent of such default. Amounts advanced or part thereof corresponding to the undelivered supply shall be recoverable from the Contractor / Bidder at the prevailing bank rate of interest.

222. The Purchaser shall also be at liberty to purchase, manufacture or supply from stock or utilise 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.

250. INDEMNIFICATION

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

260 TRANSFER OF SUPPLIER'S / CONTRACTOR'S RIGHTS:

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

300. USE OF UNDUE INFLUENCE / CORRUPT PRACTICES:

301. The Contractor / Bidder undertakes that he has not given, offered or promised to give, directly or indirectly any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the Purchaser or otherwise in procuring the contract or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the Contract with the Purchaser for showing or forbearing to show favour or disfavour to any person in relation to the Contract or any other Contract with the Purchaser. Any breach of the aforesaid undertaking by the Contractor / Bidder or any one employed by him or acting on his behalf (whether with or without the knowledge of the Contractor / Bidder) or the commission of any

offence by the Contractor / Bidder or any one employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1980 or the Prevention of Corruption Act, 1947 or any other Act enacted for the prevention of corruption shall entitle the Purchaser to cancel the contract and all or any other contracts with the Contractor / Bidder and recover from the Contractor / Bidder the amount of any loss arising from such cancellation. A decision of the Purchaser or his nominee to the effect that a breach of the undertaking has been committed shall be final and binding on the Contractor / Bidder.

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

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

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

331. The bidders 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' entities as stated above have been blacklisted or banned or de-listed by any Government or quasi Government agencies or PSUs, this fact must be clearly stated and it may not necessarily be a cause for disqualifying him.

340. DUTY OF PERSONNEL OF SUPPLIER / SUPPLIER

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

350. DISPUTE RESOLUTION MECHANISM AND ARBITRATION

351. DISPUTE RESOLUTION MECHANISM (DRM)

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

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

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

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

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

352 ARBITRATION.

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

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

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

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

352. In case of unresolved difference / dispute between Purchaser and Supplier, being a Public Sector Enterprise, shall be referred by either party to the Department of Public Enterprises, as per extant guidelines. (Any changes to arbitration clause must be vetted by CS & LE Deptt before incorporation in contract/PO).

360. JURISDICTION OF COURTS

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

370. CONTRACT LABOUR (REGULATION & ABOLITION) ACT 1970- Not Applicable

371. Contractor / Bidder shall obtain licence under Section 12 and 13 of the Contract Labour (Regulation & Abolition) Act, 1970 and rules made there under and the same should be kept valid at least until the expiry of contract with Purchaser. The registration and Licence under the Contract Labour (Regulation and Abolition) Act 1970 shall be renewed in time every year and if work continues for more than a year, a copy of the Licence is produced as and when demanded by the concerned authorities of Purchaser.

372. The Contractor / Bidder shall carryout his obligations and duties under the Contract Labour (Regulation & Abolition) Act, 1970 and the rules framed there under, but not limited to :-

- i. Pay in time, on or before 7th of every succeeding month not less than the prescribed minimum wages (as stipulated under item V (a) or V (b) of the Form VI prescribed Under Rule (25) 1 of the Act as applicable.
- ii. Disburse Wages in respect of workers working on Purchaser's jobs inside the premises under the supervision of nominated representative of the Purchaser.
- iii Production of Wage / Attendance Register along with E. S. I. & P. F. Statements to Corporate Personnel Department (from 8th to 15th of every succeeding month) for verification of the same as required under the Contract Labour (Regulation and Abolition) Act 1970.
- iv. Forwarding to the respective Divisional Personnel Department a list of deductions and contributions duly effected from the salary / wages on Contract Labour engaged on Purchaser's jobs in respect of Employees' Provident Fund, Employees' Family Pension Fund and Employees' State Insurance Scheme, with reasons for non-deduction, if any, duly clarified by passing suitable remarks against the name of concerned employee on the list.
- v. Comply with all the statutory regulations and requirements concerned with employment of contract labour on Purchaser's jobs and shall follow all orders / decisions of the Government in this respect. Contractor / Bidder shall furnish all the statutory half yearly returns / six monthly statements concerning with such contract labour to the Licensing Executive in Form No. XXIV as per Rule 82 (1) of Contract Labour (Regulation & Abolition) Act 1970 and also forward a copy of these with necessary statistical information of manpower employed to the Corporate Personnel Department.

373. In the event any employee/s of Contractor / Bidder is advised by the concerned Department to deploy their employees for job during weekly-off, Sundays and holidays, the Contractor /Bidder must inform through Concerned Department the name/s of the employee/s in the prescribed format to CISF / Security and to the concerned Divisional Personnel by mentioning specifically 'Compensatory - Off', before 3 days from the date actual payment.

380. MINIMUM WAGES ACT

381. The Contractor / Bidder shall pay to his employees not less than the minimum wages and allowances applicable to the Engineering Industry as notified from time to time by the Central Government or the State Government whichever is higher under the Minimum Wages Act. Contractor / Bidder shall be responsible for timely payment of wages of all his employees engaged in the Purchaser's Yard, not less than the prescribed minimum wages in each case and without any deductions of any kind, except as specified by Government or permissible under the Payment of Wages Act.

382. The Contractor / Bidder must settle all the pending dues of the employees i.e. arrears of wages, proportionate leave wages, proportionate bonus payment, etc.

383. Before winding up the site, the Contractor / Bidder shall pay all terminal dues to his employees such as Notice pay, Gratuity, Retrenchment compensation, etc.

390. Bonus Act

391. The Contractor / Bidder shall pay to his eligible employees a Statutory Bonus as per 'Payment of Bonus Act' at the rate prescribed by the Statutory Authorities from time to time.

400. Factories Act

401. The Contractor / Bidder shall observe all applicable Rules and Regulations stipulated under Factories Act applicable to contract labour.

402. The Contractor / Bidder shall maintain a separate register prescribed under the Act and pay Privilege Leave wages to all eligible employees.

403. On completion of execution of the contract and before winding up, the Contractor / Bidder shall pay proportionate Privilege Leave wages to all eligible employees.

410. Employees' Provident Funds and Miscellaneous Provisions Act, 1952

411. The Contractor / Bidder, where applicable, shall cover his employees deployed in the Purchaser's Yard

i. under the Employees' Provident Funds and Miscellaneous Act, 1952,
ii. under the Family Pension Scheme, and
iii. under the Employees' Deposit Linked Insurance Scheme and pay the contributions both in respect of his employees and his own. He shall submit all the necessary returns and other particulars periodically as prescribed under the said Act. Contractor / Bidder shall cover from the first day working all his contract labour on MDL jobs by filling requisite returns to concerned Statutory authorities and obtaining Code Numbers / Account Numbers. Contractor / Bidder shall remit employees' and employers' contributions directly to the concerned authorities along with Inspection and Administrative Charges as per relevant provisions of the concerned Acts and Schemes made there under within 15 days from the close of every month. The Contractor / Bidder must submit copies of P. F. dues payment challans, copy of Form No. 12 (A), copy of form No. 6 (A) (Annually) & copies of Muster Roll of their workmen every month to Corporate Personnel Department before renewal of passes for entry into the yard. The Contractor / Bidder must also attend to P. F. Inspections by concerned authorities and submit copy of the Inspection Report.

412. The Contractor / Bidder through his own P. F. code number shall fill in P. F. / Pension settlement forms of all the employees engaged in Purchaser's Yard, well in advance of last working day and forwards the said settlement forms to the respective P. F. Commissioner's office for settlement. Contractors who are yet to obtain PF code shall apply for Code no s to PF Commissioners Office & furnish copies of the same to Corporate Personnel Department. Purchaser shall recover PF dues from the contractors running bills till such time the PF Code no is obtained.

413. The Contractor / Bidder may contact Corporate Personnel Department for the purpose to seek any / all clarification / necessary advice for completion of procedural work such as filling labour challans, E. S. I., P. F. - declaration forms, covering their labour under Group Insurance Policy, etc. An Administrative charge @ Rs. 10/- per employee per month for such consultancy will be recovered from all the contractors from the bills of the respective contracts

420. Employees' State Insurance Act

421. The Contractor / Bidder should also cover all the eligible contract labourers working on MDL jobs, under the Employees' State Insurance Act and Scheme by furnishing necessary returns to appropriate authority and pay both employees' and employers' contributions in respect of these employees to the concerned authorities within 20 days from the close of every month. The contractor shall produce copy of R. D. F. duly acknowledged by ESI local office for confirmation that the workmen are covered under ESI Act and Scheme.

422. Contractor / Bidder should produce proof of such remittances to Corporate Personnel Department of MDL along with full details of contributions etc. within 25 days from the close of month. He shall also give an undertaking that he will not engage any one on our work who is not duly covered under the said Act & Scheme. The contract employees who are out of coverage of ESI Act & Scheme should be covered under Group Insurance Policy linked with workman compensation Act. Those Bidders / contractors do not have their ESI Code No.; they should submit documentary evidence of application for obtaining ESI Code no to Corporate Personnel Department.

430. SAFETY:

431. The Contractor / Bidder must observe all safety precautions in connection with the work to be performed by him, his agents or labourers. In the event of any accident happening in our yard resulting in loss of lives or otherwise damaging any part of the property, the contractor shall be required to make good the loss to the Company and shall be responsible for all consequences that follow from the loss and / or injuries to the persons involved in such accidents. The standard of safety to be observed in the Company shall be decided by the Executive-in-Charge Safety, or any Executive appointed for the purpose before the commencement of work in the yard. It will be essential for contractor to ascertain the standard

precautions which contractor is required to observe in discharging his work as per the standards prevalent in MDL. The decision of MDL in matters concerning Safety shall be final and binding on the contractor.

432. The Contractor / Bidder shall be required to provide his workmen with Boiler Suits of any suitable colour other than blue or white, with the Name of the Contractor in prominent letters on the boiler suits along with personal protection gears like safety shoes, hand gloves etc. workmen of the Contractor / Bidder must wear throughout their working while in the premises of MDL. Contractor's workmen working without safety gears are likely to be disallowed for work.

440. POLICE VERIFICATION OF EMPLOYEES

441. Contractor / Bidder shall have to produce and submit to the Chief Security Executive of Purchaser, verification through Mumbai Police of Character and Antecedents of their employees / workers for while working on ships under construction in Purchaser's Yards, for working onboard ships under modernisation / refit / repairs at Mumbai Ports / Naval Dockyard. Entry passes will not be issued in the absence of Police Verification Report and employees without Police Verification shall not be employed by them in Purchaser's Yard / Mumbai Ports / Naval Dockyard and any lapse on the part of Contractor / Bidder shall be viewed seriously as per applicable laws of the land. Employment of any Foreign National during the contract period would be permitted with prior permission of Purchaser.

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451. The Purchaser may extend the delivery schedule as mutually agreed, on receipt of written communication from the Contractor / Bidder regarding occurrence of 'Force Majeure' conditions, but not exceeding six months from the scheduled delivery date. If the 'Force Majeure' conditions extend beyond this period, the Purchaser shall have the right to cancel the order without any financial implication to the Purchaser or on terms mutually agreed to.

28. PURCHASE PREFERENCE TO MAKE IN INDIA:

As per revised Public Procurement (Preference to Make in India) Order 2017 No. P-45021/2/2017-B. E-II Dtd. 16 Sept 2020 issued by Govt. of India to encourage "Make in India" policy, Purchase Preference shall be given to local suppliers in the following manner:

- a. The terminology/ definitions used in the said order is as below:
 - i. "Local content" means the amount of value added in India which shall be the total value of item (goods, services or works or their combination) under procurement (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value in percent. Different definition of Local Content may be specified by the Nodal Ministry for items assigned to them, which will prevail over above.
 - ii. "Class-I Local Supplier" means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for "Class-I local supplier" under this order. Minimum local content for Class –I is 50%
 - iii. "Class-II Local Supplier" means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for "Class-II local supplier" but less than that prescribed for "Class-I local supplier" under this order. Minimum local content for Class –II is 20%
 - iv. "Non-Local Supplier" means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than that prescribed for "Class-II local supplier" under this order.
 - v. "Margin of Purchase Preference" means the maximum extent to which the price quoted by a "Class-I Local Supplier" may be above the L1 for the purpose of purchase preference. The margin of purchase preference for the present tender is 20%.

- vi. "L1" means the lowest tender or lowest bid or lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.
- b. Minimum local content:
 - i. The minimum local content in the offer is to be not less than 50% for the present tender (Only Class-I local suppliers are eligible).
 - ii. The local content can be increased by vendors through partnerships, cooperation with local companies, establishing production units in India or Joint Ventures (JV) with Indian suppliers, increasing the participation of local employees in services and training them.
- c. **Declaration by Local Supplier:**
 - i. Bidders should indicate the percentage of local content (i.e. value added in India) along with the details of location/s where the local value addition is made, in their bids, item wise or tender wise. The indicated local content percentage shall decide categorization of the vendors as "Class-I Local Supplier" / "Class-II Local Supplier" / "Non-local Supplier". All bidders should declare that the item and service offered meets the minimum local content & indicate its percentage in their offer which shall meet or excel required local content specified in tender. This declaration is necessary even if Custom Duty Exemption and / or ERV (if applicable) are not being sought. Certification as under is to be submitted mandatorily in technical offer Part-I bid.
 - ii. The bidders shall provide a self-certificate, as per Annexure-B1, giving the percentage of local content and location of local value addition.
 - iii. Once the declaration /certification is committed at tender submission stage, the same cannot be altered subsequently at technical negotiation stage or after award of contract. Doing so would be treated / considered as false declaration by bidder and necessary action shall be initiated as per Para 9 of the said Order for debarment.
 - iv. Declared Local Content shall be the basis for categorization of the vendors and tender evaluation. However, MDL reserves the right to undertake detailed examination of declared local content and may call vendor to submit relevant documents.
 - v. In cases where MDL received the complaint from any vendor or person, along with the fees prescribed below, verification of Declared Local Content shall be carried out by seeking additional info as deemed necessary and the bidders (including unsuccessful bidders) against the tender shall be obliged to furnish the necessary documents. Failing to do so, the vendor may invite penal action as per the provisions of the Order. If MDL possess the capability, then it shall perform the verification. However, if in the opinion of MDL, matter needs to be dealt at higher level, then the complaint shall be referred to Nodal Ministry and their fees /expenses / charges applicable as per the Nodal Ministry, if any, shall be borne by the complainant. MDL is authorized to prescribe fees for handling complaints under revised PPP MII 2017 Order. The fees for filing a complaint under the order shall be Rs. 10,000/- per case. The complaint shall be filed to the Chairman, Public Grievance Cell. The fee shall be deposited by complainant in MDL's Account by NEFT.
 - vi. On scrutiny of offer, if all the bidders participating in the tender happen to have either not submitted the declaration certificate or not declared / specified the local content percentage in the declaration certificate or specified local content lower than the minimum local content requirement as per the tender, the subject tender shall be cancelled & matter shall be taken up with Ministry through MDL Nodal Executive. Meanwhile, re-tendering may be done without applying the provisions of said Order for need fulfilment of MDL.
 - vii. On opening of the price bids, if it is identified that there is difference in local content declaration made & local content percentage as per price quoted is now

not meeting (i.e. lesser than) the specified tender requirement (i.e. only on the quoted price without any loading) then such bidder shall be disqualified and shall not be considered for ranking purpose. The bid would be treated / considered as given false declaration and necessary action for debarment shall be initiated.

viii. **Purchase Preference:** Purchase preference shall be given to only "Class-I Local Supplier" (Class II Local Supplier are not eligible for purchase preference) in procurements. only 'Class-I local supplier', as defined at para A2, shall be eligible to bid irrespective of purchase value.

d. **Contract placement:**

- i. Among all qualified bids, if L1 is "Class-I Local Supplier" or MSE, the contract for the full quantity will be awarded to L1. It shall be ensured that Local Content percentage as declared by the vendor is maintained or increased but not reduced.
 - ii. If L1 is other than "Class-I Local Supplier", then first MSEs (L1+15%) eligible for PP under PPP MSE Order 2012 will be invited to match the L1 price and the contract for full quantity shall be awarded to such MSE bidder. In case MSE bidders decline to match L1 price, then the "Class I Local Suppliers (L1+20%)" whose price falls within the margin of purchase preference under PPP MII Order 2017 will be invited to match the L1 price in the order of ranking of Class I Local Supplier and the contract for full quantity shall be awarded to such "Class-I Local Supplier" who first matches the L1 price.
 - iii. In case none of the "Class-I Local Supplier" or MSEs are within the margin of purchase preference or do not agree to match the L1 price or there is no Class I Local Supplier or MSE, the contract for full quantity may be awarded to the L1 bidder.
 - iv. After the contract is awarded and the supplies are completed, the supplier shall provide a "Local content certificate" (Annexure-C) declaring the actual Local content percentage achieved while executing the contract. In case of failure to provide Local Content Certificate for the executed order within reasonable time, the issue be referred for debarment.
 - v. Note: In cases of procurement for value in excess of Rs. 10 Crores, the supplier shall provide a Local Content certificate from statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of supplier other than companies) giving the percentage of local content.
 - vi. The supporting documentation towards realization of committed Local Content as per the contract / order terms & conditions shall be maintained for a period of seven years from the date of completion of the contract for audit purpose. Nodal Ministry may constitute committees with internal & external experts for independent verification of self-declarations and auditor's / accountant's certificates on random basis and in the case of complaints.
- e. Debarment of bidders / suppliers:
- i. False declaration will be in breach of Code of Integrity under Rule 175(1)(i)(h) of GFR 2017 for which a bidder or its successor can be debarred for up to 2 years as per Rule 151(iii) of GFR 2017 along with such other actions as may be permissible under law.
 - ii. A supplier who has been debarred by any procuring entity for violation of said Order shall not be eligible for preference under said Order for procurement by any other procuring entity for the duration of debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities, in such a manner that ongoing procurements are not disrupted.

29. Instructions to the Bidders:

- a. 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.Pramod Baliga, M, (SB-Design-Engg) no 022-23763375 or 23763040 or Ms. Shipon Sarkar, Manager (OTS), and Tel. no. 022- 2376 3405.
 - b. 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.
 - c. 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.
- We look forward to receive your most competitive and reasonable offer against this tender.

Yours faithfully,
For Mazagon Dock Shipbuilders Limited,

Shipon Sarkar
Manager (Outsourcing)

Enclosure –1	Scope of Work
Enclosure –2	Illustration of Rate Sheet Format
Enclosure –3	Vendor Declaration
Enclosure –4	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
Annexure – “B-1”	Declaration Certificate for local content
Annexure – “C-1”	Actual Declaration Certificate for local content
Enclosure –5	SLA acceptance format
Enclosure –6	STACS acceptance format
Enclosure –7	Proforma for Performance Bank Guarantee

Scope of Work**SCOPE OF WORK FOR REPAIR OF AIR PLASMA CNC CUTTING MACHINE WITH AIR COMPRESSOR SYSTEM, CUTTING SOFTWARE, MODEL – CUB, MAKE – TECHNOCRATES**

- i) Prior submitting the quote for tender, vendor is required to visit the site to assess the present operational condition of CNC Plasma cutting machine. Vendor is required to submit certificate along with tender regarding visit of site and understanding the scope of work.
- ii) Renewal & installation of existing CAMSOFT Software update, including supply of compatible Machine PC along with its Peripherals for CNC Cutting Machine, Model-CUB Make: TECHNOCRATES3
- iii) Specification of Machine PC: Make: DELL/ LENEVO/ Equivalent reputed make. Processor: i3 10th Generation, 16GB DDR4 RAM crucial LED Monitor: 17”, 256 NVMe Kingston, 500 SSD, USB Port: 06, Ethernet port – 2, DVD writer, Operating System: Windows 10 (64 - bit).
- iv) This will be turkey project. Vendor is required to supply the update CAMSOFT Software, PC as specified in para (iii) above, install the software and Interface the PC with PLC Controller and with HYPER THERM Proving of the system is under scope of vendor.
- v) All in way job included.
- vi) Air plasma CNC cutting machine with air compressor system, anti-collision system, cutting software, power source commissioning spares with accessories model -cub, make - technocrates. Type of Machine: CNC profile cutting, Standard cutting software: - Cutting software for windows set to SMACNA standards, Preview fittings in 3-D & Flat pattern layout. All HVAC fittings and shapes with User defined Fittings libraries including Rectangular, round, double wall and oval fitting types, Hole cutting in fittings/round/slot/square/oval. Super segmenting and manual segmenting, Automatic nesting, DXF File importing, True CAD Sketch programme. License to be use copyrighted programmes. Power supply - 440 V, 3 phase, 50 cycle.
- vii) Machine is non ops since last four month.

Illustration Blank Rate Sheet Repairing of CNC Plasma Cutting Machine at Sheet Metal Shop.

S r. N o .	Description	Qty	Unit Rate	Lumpsum Price includin g GST Rs.	G S T %	SAC/ HSN Code	Type of GST
1	<p>Supply, installation of new computer and CAMSOFT Software update including proving of system. Renewal & installation of existing CAMSOFT Software update including supply of compatible PC along with its Peripherals and new software for CNC Cutting Machine, Model-CUB Make: TECHNOCRATES3. Specification of PC: Make: DELL/ LENEVO/ Equivalent reputed make. Processor: i3 10th Generation, 16GB DDR4 RAM crucial LED Monitor: 17", 256 NVMe Kingston, 500 SSD, USB Port: 06, Ethernet port – 2, DVD writer, Operating System: Windows 10 (64 - bit). Prior submitting the tender, vendor must visit the site to assess the present condition of CNC Plasma cutting machine. Vender is required to submit certificate along with tender regarding visit of site. This will be turkey project. Vender is required to install the software and prove the system i.e. Machine is to be made operational in all respect.</p>	1 No	Quoted/ Not Quoted	Quoted/ Not Quoted			
Total							

THIS IS AN ILLUSTRATIVE RATE SHEET ONLY. BIDDER HAS TO QUOTE ONLINE AS PER THE PRICE BID FORMAT AVAILBALE ON GEM-PORTAL.

Note: Bidder shall confirm the GST % and lump sum quote blanking price in the above format.

Vendor Declaration

Sub: Repairing of CNC Plasma Cutting Machine at Sheet Metal Shop.

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.

M/s-----,is not debarred under PPP MII order 2017, GeM, CPPP including Tender holiday issued by MDL

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

DECLARATION CERTIFICATE FOR LOCAL CONTENT
(Tender value Less than Rs 10 Crores)

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 Local Content & prescribed tender conditions).

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CORPORATION, PARTNERSHIP OR INDIVIDUAL)

IN RESPECT OF BID / TENDER No. GEM/2022/B/2349799

ISSUED BY: (Name of Firm):.....

NB: The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.

I, the undersigned, (full names),
do hereby declare, in my capacity as
.....of
.....(name of bidder entity), the
following:

(a) The facts contained herein are within my own personal knowledge.

(b) I have read and understood the requirement of local content (LC) and same is specified as percentage calculated in accordance with the definition provided at clause 2 of revised Public Procurement (preference to Make in India) Order 2017.

“Local content” as per above order means the amount of value added in India which shall be the total value of items procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value in percent.”

(c) I have satisfied myself that the goods/services/works to be delivered in terms of the above-specified bid comply with the local content requirements as specified in the tender for ‘Class-I Local Supplier’ / ‘Class-II Local Supplier’, and as above.

(d) I understand that a bidder can seek benefit of either Public Procurement Policy for MSEs –Order 2012 or Public Procurement (preference to Make in India) Order 2017 and not both and once the option is declared / selected it is not permitted to be modified subsequently. Accordingly, I seek the benefit from the below declared purchase preference policy only.

i) I seek benefits against the following policy only (**Select only one Option**):

1) PPP MSE Order 2012 (applicable for MSE manufacturers)

2) PPP MII 2017 (applicable for Class I suppliers as well as MSE manufacturers)

(Note: If not declared / selected it shall be deemed that purchase preference benefit is sought under PPP MII 2017 policy. However, selection of both the options will be treated as ambiguous and will result in rejection of bid)

(e) The local content calculated using the definition given above are as under:

Tender Item Sr No	Local content calculated as above %	Location of local value addition

Attach separate sheet duly signed if space is not sufficient

NB: Local content percentage shall be declared item wise or tender wise strictly as per the terms of the tender.

(f) I accept that the Procurement Authority / Institution / MDL / Nodal Ministry has the right to request that the local content be verified in terms of the requirements of revised Public Procurement (preference to Make in India) Order 2017 dtd 16.09.2020 and I shall furnish the document / information on demand. Failure on my part to furnish the data will be treated as false declaration as per PPP MII Order 2017. In case of contract being awarded, I undertake to retain the relevant documents for 7 years from date of execution.

(g) I understand that the submission of incorrect data, or data that are not verifiable as described in revised Public Procurement (preference to Make in India) Order 2017, may result in the Procurement Authority / Nodal Ministry / MDL imposing any or all of the remedies as provided for in Clause 9 of the Revised Public Procurement (preference to Make in India) Order 2017 dated 16.09.2020

SIGNATURE: _____

DATE: _____

Seal / Stamp of Bidder

ACTUAL LOCAL CONTENT CERTIFICATE

(Tender value Less than Rs 10 Crores)

Note 1: This certificate shall be submitted by the successful bidder post execution of the contract.

LOCAL CONTENT DECLARATION (post execution of contract / PO) BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CORPORATION, PARTNERSHIP OR INDIVIDUAL)

IN RESPECT OF CONTRACT No./ PO No.....
ISSUED BY: (Name of Firm):.....

NB: The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.

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

- (a) The facts contained herein are within my own personal knowledge.
- (b) My/our company had declared the local content at the time of tender as under

Tender Item Sr No	Local content calculated as above %	Location of local value addition

- (c) My / our company has completed the above referred contract and the actual local content of the delivered item/s calculated using the definition in the declaration given at the time of Bid is as under:

Tender Item Sr No	Declared minimum Local content at the time of bidding (%)	Achieved Local content of delivered items (%)

NB: Local content percentage shall strictly be declared item wise or tender wise as was declared at the time of bid / tender.

(d) I accept that the Procurement Authority / Institution / MDL / Nodal Ministry has the right to request that the local content be verified in terms of the requirements of revised Public Procurement (preference to Make in India) Order 2017 dated 16.09.2020 and I shall furnish the document / information on demand. Failure on my part to furnish the data will be treated as false declaration as per PPP MII Order 2017. I undertake to retain the relevant documents for 7 years from date of execution.

(e) I understand that the submission of incorrect data, or data that are not verifiable as described in revised Public Procurement (preference to Make in India) Order 2017, may result in the Procurement Authority / Nodal Ministry / MDL imposing any or all of the remedies as provided for in Clause 9 of the Revised Public Procurement (preference to Make in India) Order 2017 dated 16.09.2020.

SIGNATURE: _____

DATE: _____

Stamp / Seal of the company

SLA Acceptance Format

To,
Mazagon Dock Shipbuilders Limited

Tender Enquiry No:- GEM/2022/B/2349799

Date :-.....

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

Company's Name & Address:

Signature :

Date :

Name :

Designation :

Bidder's Company Seal:

NOTES :

- Bidder should carefully read the Terms & Conditions of the SLA 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.

STACS acceptance Format

To,
Mazagon Dock Shipbuilders Limited

Tender Enquiry No:- GEM/2022/B/2349799

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		290	Not Applicable	420	
102		300		430	
103		310	Not Applicable	440	
120		320	Not Applicable		
200		330			
210-213		340			
220		350			
230	Not Applicable	360			
240	Not Applicable	370			
250		380			
260		390			
270	Not Applicable	400			
280	Not Applicable	410			

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.

PROFORMA BANK GUARANTEE FOR PERFORMANCE

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

IN CONSIDERATION OF MAZAGON DOCK SHIPBUILDERS LIMITED, a company incorporated under the Companies Act 1956 and having its registered office at Dockyard Road, Mumbai 400010 (hereinafter referred to as the "the Purchaser" which expression shall, unless it be repugnant or contrary to the subject or context thereof, be deemed to mean and include its successors and assigns) having placed an order on Messers..... a partnership firm/sole proprietor business/a company registered under the Companies Act, 1956 having its Registered office at(hereinafter called the Contractor/ Supplier which expression shall, unless it be repugnant or contrary to the subject or context thereof, be deemed to mean and include its successors and assigns) vide order No..... dated..... (hereinafter called " the order" which expression shall include any amendments/alterations to "the order" issued by "the Purchaser") for the supply, delivery at site, installation and commissioning of certain equipment, item/services/civil works etc, as stated in the said Order and the Purchaser having agreed that the Contractor / Supplier shall furnish a security for the performance of the Contractor's / Supplier 's obligations and/or discharge of the Contractor's / Supplier's liability in connection with the said order and the Purchaser having agreed with the Contractor/Supplier to accept a performance guarantee, We, Bank having office at (hereinafter referred to as "the Bank" which expression shall includes its successors and assigns) hereby agree to pay to the Purchaser without any demur on first demand an amount not exceeding Rs..... (Rupees.....only) being 10% of the order value against any loss or damage, costs, charges and expenses caused to or suffered by the Purchaser by reason of non-performance and non-fulfillment or for any breach on the part of the Contractor / Supplier of any of the terms and conditions of the said order.

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

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

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

not to revoke this guarantee during its currency except with the previous consent of the Purchaser in writing.

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

6. Notwithstanding anything contained herein above:

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

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

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

.....

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