



माझगांवडॉकशिपबिल्डर्सलिमिटेड | MAZAGON DOCK SHIPBUILDERS LIMITED
निविदाक्र3000000427

SUPPLY OF PRINTER ITB KIT & FUSER UNIT



माझगांवडॉकशिपबिल्डर्सलिमिटेड/ MAZAGON DOCK SHIPBUILDERS LIMITED
(भारतसरकारकाउपक्रम)/ A Government of India Undertaking
डॉकयार्डरोड, माझगांव, मुंबई400 010/ Dockyard Road, Mazagon, Mumbai 400 010.
Certified – ISO 9001/EN ISO 9001 for Shipbuilding Division
Tel. No. 2376 2209 / 2240 Fax No (022) 23721551

ईनिविदासूचना (दोबोलीप्रणाली) / e- TENDER ENQUIRY (Two Bid System)
ईपोर्टल | E-Procurement Portal :- <https://eprocuremdl.nic.in>
वेबसाईट | Website : <https://mazagondock.in>

विभाग/DEPARTMENT: Material

अनुभाग/SECTION: M- IT PURCHASE

निविदा क्रमांक। TENDER NO.	3000000427
निविदादनांक। TENDER DATE	05.07.2022
निविदाबंदहोनेकासमय।TENDER CLOSING DATE & TIME	15.07.2022 at 14.00 Hrs.
निविदाखुलनेकासमय। TENDER OPENING DATE & TIME	15.07.2022 at 16.00 Hrs.
कार्यकाविवरण। Description of Work / Supplies	Supply of Printer ITB Kit & Fuser Unit
GeM Availability Report No: GEM/GARPTS/01072022/0IL17X8WPQ36	

माझगांवडॉकशिपबिल्डर्सलिमिटेड,
मुंबईद्वारापात्रबोलीकर्ताओंसेनीचेदियेगयेविवरणकेअनुसारदोबोलीवाणिज्यिकनियमएवंशर्तोंकेसाथतकनिकीबोलीऔरमूल्यबोलीकेअंतर्गतईपोर्टल
(<https://eprocuremdl.nic.in>)केमाध्यमसेबोलियाआमंत्रितकीजातीह।

MAZAGON DOCK SHIPBUILDERS LIMITED INVITES ON-LINE COMPETITIVE BIDS from reputed Bidders / Vendors **in TWO BID SYSTEM (Part-I Techno Commercial Bid and Part-II Price Bid)** on our e-procurement portal, for the following Supplies/Services:

नोट: Note: Before quoting against this Tender, the prospective bidder is requested to go through the Tender Enquiry document (& Annexes, if any) thoroughly & carefully. Deviations to the Terms & Conditions of the Tender are highly discouraged. Therefore, any doubts arising in respect of any of the Terms & Conditions stipulated, Qualification Criteria, clarification if any w.r.t. Documentation / Procedural requirements, etc. shall get clarified by the prospective bidder through the Dealing Executive invariably before the submission of the Bid.



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1. INSTRUCTIONS TO THE BIDDERS:

In case of any clarifications, bidders are requested to contact to Commercial section Tel: 022- 2376 2209/2240 well in advance of the closing date of the tender.

- a) An unsigned PDF copy of this Tender Enquiry has been made available for downloading from MDL website <https://mazagondock.in>(On the home page, kindly go to Tenders-IT Procurement), on Central Public Procurement Portal (CPPP) & on MDL's e-Procurement Portal (<https://eprocuremdl.nic.in>)
- b) Bidders can participate in online bidding in following manner:
 - By registering with our e-procurement portal for User ID and Password.
(Every bidder must register themselves on the ASP's website i.e. <https://eprocuremdl.nic.in>)
 - By obtaining (Digital Signature Certificate) for secured bidding.
Firm must possess a legally valid Class-IIB or above Digital Signature Certificate (DSC) (also known as Class-II B or above DSC with encryption& signing authority) as per IT Act-2000, using which they can sign their electronic bids. The DSC can be procured from any Certifying Authority (CA) authorized by Controller of Certifying Authorities (CCA) of Govt. of India.
- c) Bidder/s intending to submit their bid and not having DSC in order to facilitate uploading of bid well within closing date, should approach the Service Provider (Contact details provided below) 10 working days in advance of tender closing date requesting for DSC and simultaneously forward the copy of the request to designate MDL dealing officer. In case wherein DSC not received within 3 to 4 working days of the request made to service provider, the Bidder shall inform to HOD (M) in writing/mail enabling suitable extension of tender closing date subject to intimation is send to HOD(M) cmlatkar@mazdock.com/rspaulastye@mazdock.com at least three days in advance from tender closing date. Beyond above mentioned period request for extension will not be considered.
- d) In case of improper/blank on-line filling of Acceptance Formats for Tender Enquiry Form, General Terms & Conditions (GT&C) and Standard Terms & Conditions (STACS), it shall be construed that all our tender terms & conditions are acceptable to you.

MDL single point contact:Mr. Pramod, Manager, Ph No 022 23763249

Service Provider Contact Details:

हेपलाईन/HelpLine: 0120-4200462,0120-4001002

ईमलेआईडी /Email ID: eproc-support@gov.in

- e) Besides the training being organized, online User Manual is available on the website for the guidance of bidders & for participating in the e-Procurement/ e-Tendering, the bidder must ensure having the requisite (IT) infrastructure at their office premises.
- f) MDL will not be responsible for an error in downloading of tender documents from web by the bidders. The Version appearing on MDL website will be considered final and authentic.
- g) In case bidder encounters any technical snag pertaining to e-procurement system while acting on the tender, computer screen shot of the error message with date & time stamp on the web-browser along



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with the query shall be e-mailed by the bidder to the help desk (as mentioned above) for problem resolution at least 72 hours before the due date and time of the tender.

- h) Bidders should login well in advance to enable them to complete their bid submission before the closing time of the tender since the e-procurement system does not permit submission of any offer after closing date and time of the e-tender. Bidders are also requested to submit their bid well in advance to avoid last minute frantic calls.
- i) 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.

2. DESCRIPTION / SCOPE OF WORK/ SERVICES:

Item no.	Item Description	Unit	Qty
100	ITB CANON RM1-8777-000	1	No.
200	ITB ASSEMBLY	1	No.
300	ITB KIT HP CLJ CP5225	1	No.
400	FUSER UNIT (HP LASERJET PRO MFP M521DN)	1	No.

TECHNICAL SPECIFICATION:

- **ITEM NO. 100:** ITB CANON RM1-8777-000
- **ITEM NO. 200:**ITB Assembly for Color Printer.
Model: Laser jet 700 color MFP M775
- **ITEM NO. 300:**ITB KIT for HP CLJ CP5225 Printer.
- **ITEM NO. 400:**Fuser Unit for HP Laserjet Pro MFP M521dn Printer.

3. PRE-QUALIFICATION CRITERIA:

Bidders should upload a scanned image of the following documents along with their e-Bid as a part to support pre-qualification & submission of their offer.

- a) Bidders Company Profile.
- b) Bidders Registration Certificates as: -
(a) Shop & Establishment certificate/
(b) Certification from registrar of firms /
(c) Certificate of Incorporation by registrar of company.



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c) Bidder's shall submit previous purchase order copies of similar supplies.

Similar supplies defined as “**Supply of Printer ITB**”

Note- Bidders registered with Mazagon Dock Shipbuilders Limited should upload a scanned image of valid registration certificate, duly authorized. Uploading of documents from Sr. No. 3 (a) to 3 (b) mentioned below are not required for permanent registered vendors with MDL. However, remaining all mentioned documents are mandatory for all bidder.

MDL has a right to verify/cross verification of authenticity of above mentioned documents in pre-qualification criteria whenever felt necessary including right to ask for hard copies of bidders registered with Mazagon Dock Shipbuilders Limited for copy of valid registration certificate. 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.

4. **EARNEST MONEY DEPOSIT (EMD):** Not Applicable

5. **VALIDITY PERIOD:**

Bids / Offers shall have the validity period of 120 Days from the tender closing date. Bidders are requested to offer 120 days' validity as per Tender Terms. Technically accepted Bidder shall be given opportunity to accept validity as per tender in case of shorter validity quoted by bidder. Non-acceptance thereafter will be rejected by MDL as non-responsive.

6. **SUBMISSION OF OFFER IN TWO BID SYSTEMS:**

Offer must be submitted online on the MDL's e-Procurement portal '<https://eprocuremdl.nic.in>'.

Bids must be in two parts, I.e. Part-I Techno-Commercial bid and Part-II Price Bid, as appearing on line.

(A) Part-I (Techno-Commercial bid):

- I. Detailed Technical offer for technical scrutiny along with point-wise acceptance or offered specifications against required specification. Technical details, catalogues, drawings, data sheets, calculations, as applicable to be enclosed/attached in attachment provision given online.
- II. Bidders to carefully fill all listed online forms providing their comments/ Acceptance/ deviations, if any, in the space provided online against respective clauses of Technical specifications, Tender terms & conditions, GT&C and STAC etc.
- III. Bidders / Suppliers not permanently registered with Mazagon Dock Shipbuilders Limited should upload the additional documents as mentioned at Para 3 above.
- IV. Bank details for payment by RTGS/NEFT in the format with Scanned image of PAN card and a cancelled cheque shall be uploaded.



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(B) Part-II (Price Bid)

- I. Bidder to fill their prices online, strictly, in the online price bid form only. Prices & other charges (as listed in form) to be entered/filled in the applicable head/cell/columns only, as prices in wrong head/cell/column which are not applicable to you (bidder) will finally affect your (bidders) total landed cost & accordingly ranking. In case of any discrepancy in the Blank Rate Schedule Format and actual on-line Price Bid after opening of the Price Bids, the details (Taxes, duties and any charges) mentioned in the on-line Price bid shall prevail over the details in blank rate schedule format.
- II. Wherever any charges from the listed charges are not applicable to bidder, then 'zero' to be entered in that respective head/cell/column attaching justifications/reasons in technical bid on letterhead for such items indicating 'zero'.
- III. No Exemptions towards GST, Custom duty is applicable & hence no exemptions certificates will be issued.

7. **BID REJECTION CRITERIA:**

7.1 The following conditions / deviations are non-negotiable and therefore any bid falling under these conditions / deviations shall be summarily rejected. Bidders to note that they shall not be provided any opportunity to rectify these conditions / deviations post bid opening:

7.1.1 Bids received after tender closing date and time.

7.1.2 Bidders who are debarred under PPP MII order 2017, GeM, CPPP including Tender holiday issued by MDL.

Note: Bids received through Tender Box will not be considered for processing and considered as non-responsive. Only e-offers uploaded through e-Portal will be taken as valid offers for consideration and evaluation.

7.2 For the following conditions (other than non-negotiable conditions indicated at 5a), equal time & opportunity for submission of deficient techno-commercial documents and clarification shall be given to the bidders. Bidders are required to submit such documents / clarifications within the duration / date stipulated by MDL, failing which their bids shall be rejected in following cases:

7.2.1 Bidder's failure to submit sufficient or complete details, in case of deficiencies noticed for evaluation of the bids.

7.2.2 Incomplete / misleading / ambiguous bids in the considered opinion of TNC/ CNC.

7.2.3 Bids with technical requirements and or terms not acceptable to MDL / Customers / External agency nominated as applicable.

7.2.4 Bids received without pre-qualification documents where required as per the tender.



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- 7.2.5 Bidders not meeting the Pre-Qualification parameters stipulated in Tender enquiry.
- 7.2.6 Bidder not agreeing to supply spares (on board spares, B&D spares) / post sale product support / post work completion support.
- 7.2.7 Wherever PVC is allowed as per tender but the bidders quoted fixed price or vice-versa. As regards to items where prices are administered by the GoI, PVC may be acceptable even if not indicated in tender subject to approval by MDL.
- 7.2.8 High seas sales / Sales in transit.
- 7.2.9 Unreasonably longer delivery period quoted by the firm.
- 7.2.10 Validity period indicated by bidders is shorter than that specified in the tender enquiry.
- 7.2.11 Bidders not agreeing to furnish required Security Deposit / Required Contract Performance Guarantee till completion of the supplies / services as per contract.
- 7.2.12 Bidder not agreeing to furnish Performance Bank Guarantee for Equipment supplied / Services rendered or not agreeing for retention of equivalent amount by MDL up to the period till completion of contractual & warranty obligations. xvi. Bidders not agreeing to provide assistance wherever required for installation, STW, HATs, SATs and Training of equipment supplied by them.
- 7.2.13 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 Rules (GFRs), 2017)

8. DELIVERY PERIOD:

The entire scope of work (i.e. Supply of items) to be completed within 15 Days from the date of PO.

9. PRICING:

Bidder shall quote the prices of all items listed in the Price Sheet / Rate Sheet of the tender enquiry at Annexure - 1 for free delivery/service of the items in MDL. The prices quoted shall remain firm and fixed during the currency of the order / Contract unless agreed otherwise by MDL.

10. TERMS OF PAYMENT:

Payment for the 100% value of the order, as reduced by any deductibles and/ or the amount leviable towards liquidated damages, if any and after including taxes, duties, etc. as may be payable through RTGS /NEFT/ECS between 15 to 20 days after receipt of complete set of the items as per the ordered terms and against submission of documents in Triplicate including Delivery challan(s), Invoice, Receipt & Acceptance.

Note: (1) Bidders shall furnish all the necessary details like name of the bank / branch, branch code No, bank account No in their bid as per the NEFT/RTGS format provided with the tender enquiry.



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"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 of trade receivables of MSMEs from buyers, through multiple financiers which is termed as Trade Receivables Discounting System (TReDS). At TReDS, auctioning of invoices at competitive & transparent environment is done by financiers based on Buyer’s credit profile.

MDL is registered on the "Invoicemart" TReDS platform and M1xchange of M/s Mynd Solutions Pvt Ltd.

MSME bidders desirous to receive payments through TReDS platform may avail the facility if they are already registered on

1."Invoicemart" TReDS platform or by registering on it.

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

022 6235 7373 and a new mail id service@invoicemart.com.

2. "M1xchange" TReDS platform or by registering on it.

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

+91 9920455374 MsAshwathi Jayandran email id ashwathi.jayandran@m1xchange.com

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

11. TAXES & DUTIES:

11.1.1 GST as per GST Act 2017 shall be payable extra as quoted and agreed.

11.1.2 MDL GST ID is 27AAACM8029J1ZA and bidders shall mention GSTIN, HSN, Place of supply, signature of vendor etc. while invoicing and avoid any data entry errors on GST portal. Bidders shall be responsible for the financial and non-financial consequences in case of non-compliance of GST provisions / requirements / timelines on their part.

11.1.3 If the vendor registered/Composition under GST, the GST Registration no (15 Digit) issued by GOI shall be mandatory. Vendor/s having multiple business verticals within state /at multiple states with separate GST no shall forward GSTIN of only that vertical which is involved in supply of goods and/or services.

11.1.4 In case of unregistered vendor quotation, the GST shall be paid by MDL directly to GSTN under reverse charge mechanism or otherwise for which no input tax credit will be available to vendor and vendor is deemed to have confirmed that he will not claim ITC for such items.

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

11.1.6 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.



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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 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.

11.1.7 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 or 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 credit and / or payments, supplier/ contractor is fully liable for making goods 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. **Vendor should ensure correctness of Invoice details while uploading on GST portal.**

11.1.8 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 or 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.

Note:

- i) If vendor is a composition /unregistered dealer under GST, vendor needs to give a declaration that he is a composition/ unregistered dealer with requisite documents.
- ii) Any change in tax component/structure due to government regulation during the execution of contract within contractual delivery period the same will be applicable at actual ruling at the time of supply/service/execution (This will however not be applicable in case of extended delivery/completion schedule) of contract after Government Notification.
- iii) Vendor should submit an undertaking certificate from certified auditor that the firm complied with GST Rules and is regular in filling GST returns.

12. MODIFICATIONS TO THE BIDS:

Bidders desirous of submitting modified bids prior to the closing date & time may do so by way of modifying their bid online. Also Bidders intending to witness the Tender opening may do so by logging on e-procurement portal with their DSC.



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13. TENDER OPENING STAGES:

The participant bidders can also witness the following activity of the bids online from their location by logging on to the e-portal with their Class-IIIB or Digital Signature Certificate of higher version.

i) Opening of Techno-Commercial Bid (Part – I Bid)

Techno-Commercial e-bid (Part-I) will be opened online on the tender closing date or extended tender closing date or next working day if closing date happens to be holiday declared by MDL. The participant bidder can also witness opening of the bids online from their locations by logging on MDL E-Portal website with their Class IIIB or above Digital Signature Certificate (DSC).

ii) Opening of Price Bid (Part – II Bid)

After completion of Techno-commercial scrutiny, intimation for price e-bid opening will be communicated only to techno-commercially accepted bidders. Bidder (s) to note that such intimation may be given at a short notice by Fax, E-mail or even by telephone only to techno-commercially accepted bidder(s). Techno-commercially qualified bidders can also witness opening of price bids online from their locations by logging on MDL E-Portal website by using their Class IIIB or above Digital Signature Certificate (DSC). L1 will be determined after taking into account loading factor if any.

14. 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.

15. SECURITY DEPOSIT:Not Applicable

16. 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 Supplier / Contractor shall pay liquidated damages, a sum representing 0.5% (Half percent) per week or part thereof, subject to maximum of 5% of the final Order / Contract value. The amount of such damages will be clearly defined in the Purchase Order and may extend upto 5% of the Order Value.



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17. RANKING OF BIDS:

Ranking of price bids shall be done on **Item-wise** basis. Bidders are requested to fill up their rates for all items as per rate sheet strictly.

Note: 1. Online ranking visible to the bidders after opening Price Bid is without loading parameters and as applicable. However, L1 Bidder will be evaluated offline by applying all applicable loading parameters as mentioned in tender.

2. In case the quoted Taxes & Levies in the price bid is not found in accordance with GOI schedules. The total prices quoted in Price bid Part II will be considered for L1 determination and the firm has to accept the basic prices derived after considering applicable Taxes and Levies within the total quoted price in the price bid Part-II. In these cases, the variations in statutory levies are not allowed unless the break-up in respect of taxes and levies is clearly and separately furnished in the bid.

18. LOADING CRITERIA:

An illustration of the loading criteria for normalizing the bids, in regard to variations in payment terms, variations in commercial terms etc for ranking of bids to judge L1 will be adopted is at Annexure -06 attached as Illustration for loading criteria.

Deviations sought by the bidder in respect of variation in commercial terms and Payment terms shall be loaded on the bidders quoted prices during price evaluation by MDL. The loading criteria that will be adopted are detailed below:

- i) It is desirable that the bidder accepts the Payment Terms indicated in clause 9 above. Varied payment terms quoted by bidders as compared to the terms stated in the Tender document shall be normalized by adopting 16.00% (Prime Lending Rate of SBI plus 2%) thereon on the amount at variation and/or for the period (in number of days) at variation.
- ii) For additional delivery period sought by the bidder over the stipulated date of delivery as per Tender, 0.50% per completed week will be loaded to the quoted price.
- iii) Deviations sought in respect of Liquidated Damages (LD): - Deviations sought in respect of rate per week 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 L.D per week is 0.5% per week or part thereof as per tender and the bidder seeks it as, say, 0.40% per week or part thereof, the maximum ceiling on LD as per tender will be first be equated to weeks (10 weeks in this case) and the rate proposed by the bidder is 0.4% 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 bidders adhere to the stipulated clause.

19. PURCHASE PREFERENCE TO MAKE IN INDIA:Not Applicable



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20. HINDRANCE REGISTER

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

21. PUBLIC GRIEVANCE CELL:

A Public Grievance Cell headed by General Manager (Tech) has been set up in the Company. Members of public having complaints or grievances are advised to contact him at 022-23763426 on Wednesday between 10.00 hours and 12.30 hours in his office or send their complaints / grievances to him in writing for redressal.

22. WORKING ON MDL HOLIDAYS:

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

23. INSPECTION:

(a) Receipt Inspection by MDL- MDL inspection cell & User dept shall carry out necessary inspection of the items on receipt in the MDL Yard on the basis of an appropriate MDL Inspection system requirement, along with the representative of user dept. & the Inspection documents submitted by suppliers. Any objection raised by MDL inspection team against quality of material or workmanship shall be satisfactorily corrected by the supplier at his expenses including replacement as may be required within shortest possible time within

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

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

(c) Final work completion certificate in respect of completion of entire scope of work will be certified by MDL user dept.

24. MDL DISCLAIMER POLICY:

If any document/agreement is to be signed by MDL, it should be clearly mentioned/indicated in Tech bid Part-1 and bidders are requested to submit the draft document/agreement along with Tech bid Part-1. MDL reserves the right to consider placement of Order / Contract in part or in full against the tendered quantity or reject any or all tender without assigning any reason.



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25. REPEAT ORDER CLAUSE:

MDL reserves the right to place order for additional quantities (within 36 months of the date of original order) up to a maximum of 100% of the originally contracted quantity at the same rate and terms of the contract.

26. ACCEPTANCE OF TENDER TERMS:

- i) Bidder shall abide by all Standard Terms and Conditions of Supply (STACS), General Terms & Conditions (GT&C) and Tender Enquiry Form (TEF) of Tender Enquiry, Acceptance Formats given with tender. The bidder also shall abide statutory requirements, Official Secret Act 1923 and Safety clause as per Annexure-05.
- ii) In the event, we do not receive Acceptance formats duly filled for Tender Enquiry Form (TEF), General Terms and Conditions (GT&C) & Standard Terms and Conditions (STACS), it shall be construed that all the Tender terms and conditions of TEF, STACS and GT&C are Acceptable to you.

27. MDL shall not be bound by any printed conditions or provisions in the seller's bid forms or acknowledgement of contract, invoices and any other documents which purport to impose any conditions at variance with the tender terms/final negotiated & accepted terms.

28. We look forward for your active participation in online bidding by offering your most competitive and reasonable offer against this tender.

Yours faithfully,
For माझगांवडॉकशिपबिल्डर्सलिमिटेड
MAZAGON DOCK SHIPBUILDERS LIMITED,
Assistant Manager (M-IT Purchase)



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ANNEXURES/ENCLOSURES

Issue of Tender Enquiry Document: The Tender Enquiry can be downloaded from our website: <http://eprocuremdl.nic.in> / www.mazagondock.in (path: Tenders->IT-Procurement) and from CPP Portal / GeM Portal.

ANNEXURE-1	:	Rate Sheet
ANNEXURE-2	:	Standard Terms & Conditions (STACS)
ANNEXURE-3	:	General Terms & Conditions (GT&C)
ANNEXURE-4	:	RTGS/NEFT/ECS Format
ANNEXURE-5	:	Statutory requirements, Official Secret Act 1923 & Safety Clause
ANNEXURE-6	:	Illustration for loading criteria
ANNEXURE-7	:	Deviation Sheet
ANNEXURE-8	:	Land Border Declaration, GFR 144



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Annexure -1

RATE SHEET

निविदामांका TENDER No: 3000000427

Tender Item no.	Item Description	Unit	Qty	Unit Rate without GST (In Rs)	Estimated Total Cost With GST (In Rs)
100	ITB CANON RM1-8777-000	1	No.		
200	ITB ASSEMBLY	1	No.		
300	ITB KIT HP CLJ CP5225	1	No.		
400	FUSER UNIT (HP LASERJET PRO MFP M521DN)	1	No.		
	TOTAL				

HSN No of Service: _____

टिप्पणी Note:-

1. Vendors are requested to fill up each and every column as applicable strictly as per Rate Sheet & for technical specification/scope of supply please refer tender document

**** The quantity may be increased /decreased at the time of placement of order as per the terms & condition of the tender & rates quoted in your e-offer.**

i) All pages of the tender document including scope of supply, terms & conditions must be signed, stamped with Co. seal and submitted along with the Part-I of the offer as a token of acceptance of the terms and conditions. In case your offer deviates from our requirement and terms and conditions in any manner, these deviations must be clearly indicated in your PART-I in a separate sheet, failing which our requirement and terms and conditions will be binding on bidder.

Company's Seal

(Signature, Name & Designation)

Official Contact details for the bidder's representative	
Name	
Email id	



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Annexure - 2

STANDARD TERMS AND CONDITIONS (STACS)

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

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

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

120. GENERAL

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

200. COMMUNICATION & LANGUAGE FOR DOCUMENTATION

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

210. PURCHASER'S PROPERTY

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

212. On completion of work in any compartment / location of the purchaser's premises, the Bidder/Supplier/Contractor must ensure that the place is left in a reasonably clean state and all scrap is transferred to nearby scrap-bins.

220. RISK PURCHASE

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

222. The Purchaser shall also be at liberty to purchase, manufacture or supply from stock as it deems fit, other articles of the same or similar description to make good such default and or in the event of the contract being terminated, the



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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 / Vendor / Contractor.

230. RECOVERY ADJUSTMENT PROVISIONS

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

240. ADDITIONAL BANK GUARANTEE

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

250. INDEMNIFICATION

251. The Bidder / Vendor / Contractor, his employees, licencees, agents or Sub-Vendor / Sub-contractor, while on site of the Purchaser for the purpose of this contract, indemnifies the Purchaser against direct damage and or injury to the property and or the person of the Purchaser or that of Purchaser's employees, agents, Sub- Contractors / Suppliers occurring and to the extent caused by the negligence of the Bidder / Vendor / Contractor, 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 VENDORS / CONTRACTOR'S RIGHTS:

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

270. SUBCONTRACT & RIGHT OF PURCHASER

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

280. PATENT RIGHTS

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

290. AGENTS / AGENCY COMMISSION:

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



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

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

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

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

300. USE OF UNDUE INFLUENCE / CORRUPT PRACTICES:

301. The Bidder / Supplier / Contractor undertakes that he has not given, offered or promised to give, directly or indirectly any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the Purchaser or otherwise in procuring the contract or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the Contract with the Purchaser for showing or forbearing to show favour or disfavour to any person in relation to the Contract or any other Contract with the Purchaser. Any breach of the aforesaid undertaking by the Bidder / Supplier / Contractor or any one employed by him or acting on his behalf (whether with or without the knowledge of the Bidder / Supplier / Contractor) or the commission of any offence by the Bidder / Supplier / Contractor or any one employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1960 or the Prevention of Corruption Act, 1947 or any other Act enacted or the prevention of corruption shall entitle the Purchaser to cancel the contract and all or any other contracts with the Bidder / Contractor / Supplier and recover from the Bidder / Supplier / Contractor the amount of any loss arising from such cancellation. Decision of the Purchaser or his nominee to the effect that a breach of the undertaking has been committed shall be final and binding on the Bidder / Supplier / Contractor.

302. The Bidder / Supplier / Contractor shall not offer or agree to give any person in the employment of Purchaser any gift or consideration of any kind as "Inducement" or "reward" for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the contract/s. Any breach of the aforesaid condition by the Bidder / Supplier / Contractor or any one employed by them or acting on their behalf (whether with or without the knowledge of the Bidder / Supplier / Contractor) or the commission of any offence by the Bidder / Supplier / Contractor or by any one employed by them or acting on their behalf which shall be punishable under the Indian Penal Code 1960 and/or the Prevention of Corruption by Public Servants, shall entitle Purchaser to cancel the contract/s and all or any other contracts and then to recover from the Bidder / Supplier / Contractor the amounts of any loss arising from such contracts' cancellation, including but not limited to imposition of penal damages, forfeiture of Security Deposit, encashment of the Bank Guarantee and refund of the amounts paid by the Purchaser.

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

310. IMMUNITY OF GOVERNMENT OF INDIA CLAUSE



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

320. EXPORT LICENCE

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

330. BANNED OR DE-LISTED CONTRACTORS / VENDORS.

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

340. DUTY OF PERSONNEL OF SUPPLIER/VENDOR

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

350. DISPUTE RESOLUTION MECHANISM AND ARBITRATION

351. DISPUTE RESOLUTION MECHANISM (DRM)

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

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

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

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

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



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352.ARBITRATION: Unresolved disputes/differences, if any, shall then be settled by arbitration. The Arbitration proceedings shall be conducted at Mumbai, India, in English Language, under the Arbitration & Conciliation Act, 1996.

MDL prefers to have arbitration through Institutes such as Indian Council of Arbitration (ICA)/ICA-DR, with the mutual consent of the parties.

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

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

360. JURISDICTION OF COURTS

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



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Annexure - 3

GENERAL TERMS & CONDITIONS (GT&C)

A10. Blank

A20. SECURITY DEPOSIT

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

A30. FORFEITURE OF EMD / BID BOND

A31. In cases of withdrawal of bid during validity period or during any extension granted thereof, non acceptance of agreed conditions of Technical and or Commercial and or Price Negotiations, non-submission of the security deposit and / or non-acceptance of the order the EMD or bid security will be forfeited or encashed as the case may be.

A40. FORFEITURE OF SECURITY DEPOSIT

A41. Non-performance of agreed terms and or default/breach by Bidder/Vendor/Contractor will result in forfeiture of security deposit with application of risk purchase provisions as felt appropriate by the Purchaser.

A50. FORFEITURE OF PERFORMANCE GUARANTEE

A51. In the event of Bidder/Vendor/Contractor failure to attend the Guarantee defects within a reasonable period of time, the Performance Bank Guarantee will be encashed by the Purchaser. The Purchaser's decision shall be final and binding on Bidder/Vendor/Contractor

A60. SUPPLIES

A61. The equipment / products / items / Services to be supplied shall be strictly in accordance with the Drawings / Specifications / Requirements indicated in the Tender Enquiry / Order with deviations, if any, as mutually accepted.

A70. PROGRESS REPORTING & MONITORING

A71. Where so stipulated in the order, the Bidder / Supplier / Contractor shall render such reports from time to time as regards the progress of the contract and in such a form as may be called for by the Purchaser.

A80. CANCELLATION OF ORDER

A81. The Purchaser reserves the right to cancel an order forthwith without any financial implications on either side, if on completion of 50% of the scheduled delivery/Completion period the progress of manufacture/Supply is not to the satisfaction of Purchaser and failure on the part of the Bidder/Vendor/Contractor to comply with the delivery schedule is inevitable. In such an event the Bidder/Vendor/Contractor shall repay all the advances together with interest at prevailing bank rates from the date of receipt of such advances till date of repayment. The title of any property delivered to Purchaser will be reverted to the ***Bidder/Vendor/Contractor*** at his cost.

A82. In case of breach / non-compliance of any of the agreed terms & conditions of order / contract. MDL reserves the right to recover consequential damages from the vendor / contractor on account of such premature termination of contract.

A83. In case of delay beyond agreed period for liquidated damages or 10weeks from contractual delivery period whichever is earlier, MDL reserves the right to cancel the order and procure the order items / services from any



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available source at MDL's option & discretion and entirely at your risk and cost. Extra expenditure incurred by MDL in doing will be recoverable from Bidder/ Supplier/ Contractor.

A90. # PRESERVATION AND MAINTENANCE

A91. Should any material require any preservation till its final installation/fitment, the detailed procedure (Long term & short term) for the same as also the time of interval after which the state of preservation needs to be reviewed is to be stated by the Bidder/Vendor/Contractor.

A92. Further the de-preservation prior to the material/equipment being commissioned and the maintenance procedure together with its periodicity is also to be indicated by the Bidder / Vendor / Contractor.

A93. The Bidder / Vendor / Contractor in their offer must confirm that indigenous oil; lubricants and preservatives, etc. can be used in the equipment. The bidder must also give assurance that the equipment performance will not be downgraded by use of indigenous equivalents

A100. FREIGHT & INSURANCE

A101.For Indigenous Bidders: In cases where the offers are for 'Door Delivery to Purchaser,' transit freight & Insurance charges shall be borne by the Bidder / Supplier / Contractor. In other agreed cases of Ex-works / Ex-Transporter's warehouse or Railway godown offers, the Bidder / Supplier / Contractor on dispatch, shall give details of materials with dispatch particulars and their value in time to Purchaser's Insurance Company on the contact details as provided in the order. In such agreed cases, the freight & insurance charges will be paid by the purchaser directly to the parties concerned.

A102.For Foreign Bidders: For overseas supplies on CIF port of dispatch basis, Transit Insurance shall be arranged by the Purchaser. The Bidder / Supplier / Contractor shall immediately on despatch of the items, inform all relevant details of despatch such as Order number, Bill of Lading/AWB number marked as Freight Paid, Insurance policy/document, number of packages, value of consignment, invoice number in time directly to Purchaser's Insurance company & Purchaser on the contact details as provided in the order. In case of delivery term other than CIF/CIP, the freight & insurance charges will be paid by the purchaser directly to the parties concerned.

A110. TAXES & DUTIES / STATUTORY LEVIES

A111. Taxes and duties applicable, if any, shall be regularized by MDL by issuing necessary exemption certificates in respect of procurement for Defence Projects. Bidder shall indicate separately the GST applicable in their offer. When the items qualify for exemption partly/fully but the supplier did not avail of the same, the amount of taxes and duties on such supplies shall be to supplier's account. In cases where exemption certificates are not issued for any reason, taxes shall be paid as indicated in the Purchase Order/Contract. Tax deduction at source will be effected wherever applicable (e.g. TDS under Income tax Act, TDS on Works Contract under GST Act etc.) from the bills of the Supplier as per statutes. Similarly where payment of Custom duty is agreed to and stipulated in the Purchase Order / Contract, the same will be paid by the Purchaser on receipt of supplier's bills along with Custom Certified Duty Paid Challan-Money Receipt in original or carbon copy as relevant. These Challans/ Receipts, Bill of Entry are to be drawn/ issued in the name of 'MAZAGON DOCK SHIPBUILDERS LIMITED' only. Where payment of GST is agreed to and stipulated in the Purchase Order / Contract, the same will be paid by the Purchaser on the basis of Suppliers' TAX INVOICE wherein the GST Number along with HSN / SAC code is indicated in the Invoice.

A120 DEMURRAGE

A121. Storage and Demurrage charges will be payable by the Bidder / Vendor / Contractor for all shipments that reach purchaser without proper dispatch documentations, Lorry Receipts not accompanied by packing lists, invoices etc. The Supplier shall be responsible for fines due to errors or omissions in description, weight or measurements and for increased handling charges due to improper packing.



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A130. INSPECTION, TESTING

A131. The ordered items will be inspected either by Classification Society / Nominated Agency and or by Inspection Officer nominated by Purchaser at stages defined in the tender / Purchase Order or as agreed to be defined subsequently in terms of the Purchase Order.

A132. The decision of the Inspecting Authority or their representatives, as the case may be, on any question of the intent, meaning and the scope of Specifications / Standards shall be final, conclusive and binding on the Bidder/ Vendor / Contractor.

A133. The Bidder / Vendor / Contractor shall accord all facilities to Purchaser's Inspectors / Nominated Agency to carry out Inspection / Testing during course of manufacture / final testing.

A140. RECEIPT INSPECTION BY MDL

A141. MDL shall carry out necessary inspection of the items on receipt, on the basis of an appropriate quality assurance system and inspection system requirements along with representative of the Owner. Any objection raised by MDL Quality Control Team against quality of materials or workmanship shall be satisfactorily corrected by the Contractor at his expense including replacement as may be required within shortest possible time within 30 days. Items damaged during transit shall also be rectified / replaced by the Contractor within shortest possible time, payment for which shall be made at mutually agreed rates

A150. REJECTION OF MATERIALS

A151. Should the articles, or any portion thereof of the equipment be found defective / rejected, the Bidder / Vendor / Contractor shall collect the same from the Purchaser's Stores, all incidental charges being borne by him (inclusive of Custom duty, if payable), within 30 days from the date of intimation to the Bidder / Vendor / Contractor of such rejection. The Purchaser reserves the right to dispose off the rejected items at the end of a total period of 90 days in any manner to the best advantage to the Purchaser and recover storage charges and any consequential damages, from sale proceeds of such disposal.

A160. # TECHNOLOGICAL DEVELOPMENTS / MODIFICATIONS

A161. The Bidder / Supplier / Contractor shall unconditionally and free of cost to the Purchaser transfer information on technological developments / innovations / modifications which the Bidder/Supplier / Contractor would evolve in future (within 3 years) in relation to the supplied equipment. To enable this, the Purchaser's address shall be added to the Bidder / Supplier / Contractor's mailing list or database or any other document maintained for dissemination of product information and the Purchaser shall be informed of the action taken in this regard. If such improvements / modifications are brought in by the Bidder / Supplier / Contractor's Design Department in the course of manufacture of equipment ordered by the Purchaser, the Bidder / Supplier / Contractor shall incorporate such improved versions in the equipment without any extra cost to the Purchaser under Purchaser's prior consent.

A162. If the Purchaser be desirous of getting incorporated all post supply modifications / improvements arising out of technological developments to the original equipment supplied by the Bidder / Supplier / Contractor, the Bidder / Supplier / Contractor, shall quote for and carry out all such modifications to the equipment.

A163. Where the whole or a portion of the equipment has been specifically developed by the Bidder / Supplier / Contractor for the Owner and the latter would through the Purchaser be bearing the entire or part of the development cost incurred by the Bidder / Supplier / Contractor, the design rights for the whole or portion thereof, of the equipment as appropriate, shall vest in the Owners.

A164. Prior approval of the Owner should be obtained before similar articles are sold / supplied to any other party other than the Owner. If such approval is given and sale is effected, the Bidder / Supplier / Contractor shall pay to the Owner royalty at the rate mutually agreed to.



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A165. The Sub-contractor / Supplier / Supplier shall continue to support the equipment for a minimum period of 20 years from the date of supply by making available spare parts and assemblies of the equipment supplied. Should the Sub-contractor / Supplier / Supplier decides to discontinue the product, for any reason whatsoever, adequate notice shall be given to the Purchaser / Owner to enable procurement of the requisite lifetime spares.

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

A171. The Purchaser reserves the right to accept and or reject any or all tenders and or to withdraw the tender in Toto and or award the contract / order in full or part to more than one vendor / contractor without assigning any reason whatsoever and without thereby incurring any liability to the affected Bidder or Bidders or any obligations to inform the affected Bidder or Bidders of the grounds for MDL action.

A180. # BANK GUARANTEE / INSURANCE COVER FOR FREE ISSUE MATERIAL

A181. The Bidder / Supplier / Contractor shall furnish Bank Guarantee / insurance Cover equivalent to the value of materials supplied by MDL free of cost valid up to the execution of the contract / delivery of material, inspected / accepted and receipt at MDL together with the material reconciliation statement whichever is later.

A190. BIDDER'S RESPONSE IN CASE OF NO PARTICIPATION

A191. The Sub-contractor / Supplier / Vendor shall inform the Purchaser in advance in case he is unable to participate in the tender for whatsoever reason. Failure to comply with this will be viewed seriously and consecutive three failures on the part of Sub-contractor / Supplier / Vendor to do so is liable for disqualification / debarring of the Sub-contractor / Supplier / Vendor from all future tender enquiries and or delisting from the list of 'Approved Registered Vendors.



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RTGS and another Code No. for NEFT. Hence, please fill-up both the rows, even if it is the same.

10. Nature of the Account: (Tick whichever is applicable & put 'x' mark for the balance two accounts)

Saving Bank Account:		Cash Credit Account:		Current Account:	
----------------------	--	----------------------	--	------------------	--

11. Bank Account Number of the Supplier: ©

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

© Fill up from the 1st column. For the balance left out blank columns, please mention 'x' mark.

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

12. MICR code:

Date:
Supplier:

Supplier's Seal:

Authorized Signature of the

Certified that the particulars as per Serial Numbers 2, 7 to 11 are correct as per our records.

Date:
Bank.

Bank's Stamp

Authorized Signature of the Officer of the

MAZAGON DOCK SHIPBUILDERSLIMITED
DOCKYARD ROAD,
MUMBAI – 400 010



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ECS – FORMAT

BIDDER'S NAME :

ADDRESS :

VENDOR REGN. CODE NO. WITH MDL:

BIDDER'S BANK NAME :

BANK BRANCH ADDRESS :

BANK ACCOUNT NO. :

NATURE OF ACCOUNT :

SAVINGS CURRENT OTHERS* *give details

NAME OF BANK :

MICR NO. (9 DIGITS) FOR PAYMENT :

BIDDER'S PAN NO. :

NOTE: (A) ENCLOSE BANK'S VERIFICATION OF A/C. DETAILS AS PEFORMAT APPENDED BELOW.

(ENCLOSE ONE COPY OF RELEVANT CHEQUE LEAF DULY CANCELLED.)

We hereby authorize MAZAGON DOCK SHIPBUILDERS LIMITED to make all due payments through ECS by effecting credit in our above mentioned bank account.

We, hereby, declare that particulars given above are correct and complete. If the transaction is delayed or not effected at all for reason of incomplete or incorrect information, we would not hold the user institution responsible.

Date AUTHORISED SIGNATORY OF THE BIDDER

Certified that the particulars furnished above are correct as per our records.

BANK'S STAMP

Date

SIGNATURE OF THE AUTHORISED OFFICIAL OF THE BANK



SUPPLY OF PRINTER ITB KIT & FUSER UNIT

Annexure – 5

EXTRACT OF PROVISIONS OF THE OFFICIAL SECRETS ACT, 1923

SECTION 2(B): “PROHIBITED PLACE”

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

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

SECTION 3: “PENALTIES FOR SPYING”

If any per unlawfully -

- a) approaches, inspects, passes over or is in the vicinity of any clear place; or
- b) make any sketches intended to be directly or indirectly useful to an enemy; or
- c) obtains, collects, records or communicates to any other person any secret official code shall be liable for imprisonment of 14 years in case of Defence Installation.

SECTION 4: “COMMUNICATION WITH FOREIGN AGENTS”

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

SECTION 5: “WRONGFUL COMMUNICATION OF INFORMATION”

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

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

SECTION 6: “UNAUTHORISED USE OF UNIFORMS”

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

SECTION 7: “INTERFERING WITH OFFICERS OF POLICE”

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

SECTION 8: “DUTY OF GIVING INFORMATION”

It shall be duty of every person to give on demand to a superintendent of Police or any other Police Officer not below the rank of Inspector, any information in his power relating to an offence under this Act.



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If any person fails to give such information, shall be punishable with imprisonment to 3 years or fine or with both.

SECTION 9: "INCITEMENT"

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

SECTION 10: "PENALTY FOR HARBOURING SPIES"

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

SECTION 11: "SEARCH WARRANTS"

If a presidency Magistrate, Magistrate First Class or Sub-Divisional magistrate is satisfied with the information that there is reasonable ground for suspecting that an offence under this Act has been or is about to be committed, he may grant search warrant to any Police Officer to enter at any time any premises to force to search premises or the places.



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Annexure – 6

**A) LOADING FACTORS FOR RANKING OF BIDS
(ILLUSTRATIVE FORMAT)**

Sr.No.	Description	Foreign Supplier 100% import content	Indigenous Supplier with part import content	Indigenous Supplier without import content
1	Basic price Quoted	a) FOB b) CIF	a) Ex Works b) Delivered to MDL stores	a) Ex Works b) Delivered to MDL Stores
2	Add: insurance charges	Incase of 1(a)	In case of 1(a)	In case of 1(a)
3	Add Sea/Air Freight charges / Inland Road Transport	Incase of 1(a)	In case of 1(a)	In case of 1(a)
4	Customs Clearance / Port Handling / Transportation to Yard	In either case i.e. FOB or CIF Price	NIL	NIL
5	Cost (ex-MDL) excluding taxes & duties without loading towards any deviations	Sr.Nos. (1+2+3+4) if FOB price quoted OR CIF price + Sr.No.4	Sr.Nos. (1+2+3)	Sr.Nos. (1+2+3)

B. Loading due to variations in Financial Term .

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

Loading on Account of deviations in following commercial terms.

11	Security Deposit / Contract performance guarantee.			
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12	Equipment Performance guarantee			
13	Additional delivery period sought over stipulated period as per Tender			
14	Additional time sought for supplying binding data.			
15	Liquidated damages per week rate / maximum ceiling			
16	Warranty / Guarantee			
17	Cost (ex-MDL) excluding taxes & duties after loading for variations on account of financial and commercial terms.	Sr.Nos. 10 + 11 + 12 + 13 + 14 + 15 + 16		
D. Landed Cost:				
18	Taxes & Duties			
19	Landed Cost	Sr. Nos. 17 + 18		

Note:

- a) Evaluated Bid Value for the purpose of ranking and determination of L-1 Bid shall be the value arrived at Sr.No.19 of the table above.
- b) Bidders are required to quote the amounts of Taxes and Duties as applicable separately, duly indicating the base amount and the applicable rate, under each of the heads. Set off on any taxes and duties shall not be considered for ranking of bids.
- c) 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.
- d) Wherever all-inclusive prices are quoted by the Tenderer(s) and accepted without bifurcation of tax elements, no escalation shall be considered in respect of any variations in statutory levies arising subsequently since the base figures do not exist in the order/ contract.
- e) It is clarified that Bank charges to be incurred for opening, amending LCs, Demand Drafts are excluded while carrying out evaluation of Bids to determine L1 Supplier. *****



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Annexure 07

DEVIATION FORMAT

(Bidders to fill, sign, stamp and RETURN this form in bid)

To,
MAZAGON DOCK SHIPBUILDERS LIMITED
COMMERCIAL EASTYARD
TENDER ENQUIRY NO.: 300000000427

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

COMPANY'S NAME & ADDRESS :

SIGNATURE :

DATE :

NAME :

DESIGNATION :

BIDDER'S COMPANY SEAL:



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Annexure 08

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